CHAPTER cxci.

An Act to confer further powers upon the Great Northern Railway Company to enable them to acquire the undertaking of the Louth and Lincoln Railway Company and for other purposes. [10th August 1882.] A.D. 1882.

WHEREAS it is expedient that the Great Northern Railway Company (who are meant when the term "the Company" is herein-after used) should be authorised

To make and maintain the railways and works herein-after described; General purposes of Act.

To widen and improve certain portions of their railways;

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

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

To raise capital for the purposes of this Act and also to raise additional capital for the improvement and enlargement of their railways stations and works and the construction of new stations and sidings and for the providing of additional rolling stock and other the general purposes of their undertaking; Additional capital.

And whereas it is also expedient that "the Great Northern and Great Eastern Joint Committee" constituted under the powers of the Great Northern and Great Eastern Railway Companies Act 1879 should be enabled to construct the works herein-after described: Great Northern and Great Eastern Joint Committee. 42 & 43 Vict. c. cx.

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

And whereas by the Louth and Lincoln Railway Act 1866 a company was incorporated (herein-after referred to as the "Louth Company") for making a railway from the East Lincolnshire railway of the Great Northern Railway Company at Louth to the Louth and Lincoln Railway. 29 & 30 Vict. c. ccexliv.

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loop line of the Great Northern railway at Washingborough in the neighbourhood of Lincoln and the Louth Company was for that purpose authorised to raise by shares 250,000*l.* and by mortgage 83,000*l.* and the said Act was amended and extended by the Louth and Lincoln Railway Act 1872:

35 & 36 Vict. c. cxvii.

And whereas the Louth Company have long since expended the whole of the said capital and have completed their railway and the same is worked by the Great Northern Railway Company by virtue of an agreement dated the 19th day of April 1866 which agreement forms a schedule to and is confirmed by the said Act of 1866 and is extended by the 16th section of the said Act of 1872:

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And whereas the affairs of the Louth Company other than the working and management of their railway are in the hands of a receiver and the mortgages granted by the Louth Company are over due and no dividend is or has ever been paid to either the preference or ordinary shareholders of the said Company and the said Company have agreed for the sale of their undertaking to the Great Northern Railway Company upon the conditions set forth in this Act and in the schedule thereto and it is expedient that the provisions herein-after contained should be made for the purpose of effecting such sale:

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

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

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

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

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1. This Act may be cited as the Great Northern Railway Act 1882. Short title.

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

The Lands Clauses Consolidation Acts 1845 1860 and 1869. 8 & 9 Vict. c. 18.

The Railways Clauses Consolidation Act 1845; and 23 & 24 Vict. c. 106.

Parts 1 and 5 of the Railways Clauses Act 1863 relating respectively to the construction of a Railway and to Amalgamation. 32 & 33 Vict. c. 18. 8 & 9 Vict. c. 20. 26 & 27 Vict. c. 92.

3. Subject to the provisions of this Act all the provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say) :— Extending certain provisions of 8 & 9 Vict. c. 16. and 26 & 27 Vict. c. 118.

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for nonpayment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money by the Company on mortgage or bond;

The conversion of borrowed money into capital;

The consolidation of shares into stock;

The general meetings of the Company and the exercise of the right of voting by the shareholders;

The making of dividends;

The giving of notices;

The provision to be made for affording access to the special Act by all parties interested; and

Parts 1 2 and 3 of the Companies Clauses Act 1863; relating respectively to the cancellation and surrender of shares to additional capital and to debenture stock

shall be applicable to the capital and moneys hereby authorised to be raised by shares or stock or mortgage and to the proprietors thereof.

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

The expressions "parish clerks" and "clerks of the several "parishes" in sections 7 8 and 9 of the Railways Clauses Consolidation Act 1845 shall with reference to the Company and as

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regards those parishes or extra-parochial places in which by the standing orders of either House of Parliament plans sections and other documents are required to be deposited with the clerk of the vestry of the parish or with the clerk of the district board for the district in which the parish or extra-parochial place is included mean in the first case the vestry clerks of those parishes and in the second case the clerks of those district boards respectively.

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

Power to make railways, &c.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways and works herein-after described with all proper stations sidings approaches works and conveniences connected therewith respectively and may exercise the following powers with respect thereto and in connexion therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes.

The railways and works herein-before referred to and authorised by this Act are:—

(1.) Railway at Barkstone.—A railway (3 furlongs 5·57 chains in length) wholly in the parish of Barkstone in the parts of Kesteven in Lincolnshire commencing by a junction with the Sedgebrook and Barkstone line of the Company and terminating by a junction with the main line of the Company about 3 chains from the post denoting 110 miles from London;

(2.) Stanton Branch.—A railway (2 miles 5 furlongs 8·5 chains in length) commencing in the parish of Ilkeston in Derbyshire by a junction with the Derbyshire and Staffordshire line of the Company near the bridge carrying the footpath leading from Ilkeston to West-Hallam over the said railway and terminating in the parish of Trowell in Nottinghamshire by a junction with the Trowell Iron Company's siding;

(3.) A railway (18·20 chains in length) wholly in the said parish of Ilkeston commencing by a junction with the said intended Railway No. 2 in a field belonging or reputed to belong to Lord Belper and occupied by the Ilkeston Colliery Company and terminating by a junction with the railway belonging to the Ilkeston Colliery Company leading from their colliery to the Nutbrook branch of the Midland Railway Company;

(4.) A railway (5·81 chains in length) wholly in the said parish of Ilkeston commencing by a junction with the said intended Railway No. 2 in garden land belonging to and occupied by the Stanton Iron Company near the sidings of the Hallam Field Iron Works and terminating by a junction with the said sidings;

(5.) Woolsthorp Branch.—A railway (2 miles 7 furlongs 7 chains in length) commencing in the parish of Muston in the county of Leicester by a junction with the Nottingham and Grantham line of the Company near the Belvoir signal box on that railway and terminating in the parish of Woolsthorpe in the parts of Kesteven in Lincolnshire in a field known as the Bridge Close belonging or reputed to belong to the Reverend Edward Alfred Gillet;

(8.) New Junction with Sleaford Line at Boston.—A railway (2 furlongs 0·6 chains in length) wholly in the parishes of Skirbeck and Boston in the parts of Holland in Lincolnshire commencing in the first-named parish by a junction with the loop line of the Company near the north side of South Fortyfoot Drain and terminating in the last-named parish by a junction with the Boston and Sleaford line of the Company about 250 yards measured along that line in a south-westerly direction from the south corner of the house at the south end of Locomotive Street;

(9.) New Junction with East Lincolnshire Railway at Boston.—A railway (2 furlongs 0·85 chains in length) wholly in the parish of Boston commencing by a junction with the East Lincolnshire Railway near the place where Robin Hood's Walk is crossed on the level by the East Lincolnshire Railway and terminating by a junction with the loop line of the Company at or near the post denoting 108 miles from London;

(10.) New Junction with the Louth and Lincoln Railway at Bardney.—A railway (2 furlongs 1·85 chains in length) wholly in the parish of Bardney in the parts of Lindsey in Lincolnshire commencing by a junction with the loop line of the Company about 36 chains from the north-west end of the down platform of Bardney station and terminating by a junction with the Louth and Lincoln Railway about $4\frac{1}{2}$ chains from the point where the occupation road leading to Crockett's Farm crosses the said railway on the level;

(11.) New Junction with Louth and Lincoln Railway at Louth.—A railway (1 furlong 8·6 chains in length) wholly in the parish of Louth in the parts of Lindsey in Lincolnshire commencing by a junction with the East Lincolnshire Railway near the bridge

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carrying Stewton Lane over the same railway and terminating by a junction with the Louth and Lincoln Railway near the bridge carrying the Newmarket road over that railway;

(12.) Railways at Stafford.—A railway (4 furlongs 3·65 chains in length) wholly in the county of Stafford commencing in the township or lordship of Tillington in the parish of Saint Mary Stafford by a junction with the Stafford and Uttoxeter line of the Company near the bridge carrying the public road from Stafford to Eccleshall over the said line and terminating in the same parish near the middle of a field belonging to the mayor aldermen and burgesses of the borough of Stafford and adjoining the gas works;

(13.) A branch railway (1 furlong 0·4 chains in length) wholly in the same parish of Saint Mary Stafford commencing by a junction with Railway (No. 12) in a field belonging or reputed to belong to John Challinor and in occupation of John Batkin and terminating at the northern boundary of the gas works;

(14.) Railway at Chartley.—A branch railway (3 furlongs 8·45 chains in length) wholly in the parish of Stowe in the county of Stafford commencing by a junction with the said Stafford and Uttoxeter line at a point thereon about 520 yards east of the centre of the bridge carrying the public road over the said line at Chartley Station and terminating at a point about 100 yards north of the public road leading from Stowe to Drointon.

Provided that the Company shall not except by agreement enter upon take or use any lands not being public roads or highways or railways required for the purposes of the branch railways hereinbefore secondly thirdly fourthly fifthly and fourteenthly described And the provisions of the Lands Clauses Consolidation Act 1845 enabling persons under disability to sell and convey lands shall apply to any purchase and sale of lands for the purpose of the said branch railways or any of them.

Height and span of bridge.

6. The Company may make the arch of the bridge for carrying the railway over the road next herein-after mentioned of any height and span not less than the height and span herein-after mentioned in connexion therewith (that is to say):

No. on Deposited Plan.	Parish.	Description of Road.	Height.	Span.
135	Leeds	Public	15 feet	11 feet 6 inches

Railways to form part

7. Subject to the provisions of this Act the railways and the works connected therewith respectively executed under the authority

of this Act shall for the purposes of toll and all other purposes whatsoever be part of the Great Northern Railway and of the undertaking of the Company.

of Great Northern Railway.

8. If the railways authorised by this Act 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 for making and completing the said railways or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed.

Period for completion of railways.

9. If the Company fail to complete the railways which they are herein-before authorised to construct within the period limited by this Act the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway in 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 such railway 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 3 of the Railway and Canal Traffic Act 1854 and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster-General on behalf of the Chancery Division of the High Court of Justice in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening such line by unforeseen accident or circumstances beyond their control or was prevented by the want of compulsory powers from making the said railways or any of them without incurring unreasonable delay inconvenience or expense Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Penalty unless railways are opened within the time limited.

17 & 18 Vict. c. 31.

10. 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 portion thereof or who may have been subjected to injury or loss in consequence of the compul-

Application of penalty.

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sory powers of taking property conferred upon the Company 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 manner and in such proportions as to the Chancery Division of the High Court of Justice may seem fit and if no such compensation shall be payable or if a portion of the sum or sums or 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 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 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 or in the discretion of the said division if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

For protection of works of Black Sluice Drainage.

11. For the protection of the Black Sluice Drainage Commissioners the Company shall be bound by the following provisions and conditions (that is to say):

(1.) Where the railways or any of the works by this Act authorised or any of them shall pass over or by the side of or shall abut upon the South Forty Foot drain, the Redstone Gowt 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 the Black Sluice Drainage Amendment Act 1849 and the Black Sluice Drainage Act 1880 every bridge viaduct culvert tunnel embankment or other work of the Company (all of which 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 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

5 Geo. 3. c. lxxxvi.
10 Geo. 3. c. xli.
9 & 10 Vict. c. ccxcvii.
12 & 13 Vict. c. lix.
43 & 44 Vict. c. cli.

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 passage or right of way of the said Commissioners their agents tenants servants and workmen and boatmen and other persons and of horses over and along the banks roadways or haling paths of or belonging to the said navigable drains shall not be impeded or 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;

(3.) The roadway of every parish for carrying the roads or haling path under the railway shall be properly drained and constructed of good hard and suitable materials;

(4.) 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 Company;

Construction of works.

(5.) 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 Company 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

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by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration;

(6.) If in the construction of the railway works the coal shoot now existing in the Redstone Gowt banks and drain in Skirbeck Quarter shall be interfered with or displaced the Company shall forthwith at their own cost provide erect and maintain another coal shoot into the same drain or into the South Forty Foot drain with all proper rails and approaches for the convenience of the Black Sluice navigation and at such a place or situation as will be satisfactory to the Commissioners;

(7.) The Company shall not under any pretence whatever permit or allow any water or other refuse to escape from the Creosote works now upon their premises in Skirbeck Quarter or Boston or from any other like works which may be hereafter erected or carried on to flow either directly or indirectly into any drain river or water belonging to or under the jurisdiction of the Black Sluice Commissioners or into any other drain ditch or receptacle from which such water refuse or escape can percolate or find its way into or pollute any drain river or other water-course or water of the Commissioners;

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

(8.) 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 Company 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;

Company responsible for damage occasioned by their works.

(9.) The Company shall at all times be responsible to the owners and occupiers of lands interested in or connected with the drainage of lands affected 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 connected therewith arising from or coursed by such works or in or by the construction of any of the works of the Company or by or through any neglect or default of the Company 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;

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 construction of the said railway shall be borne by the Company 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 Company and be paid by them to the Commissioners or other body or person who shall have incurred the same;

Lands taken to continue liable to drainage taxes.

(11.) All lands within the Black Sluice Level or outfall district which may be taken or used by the Company shall remain and be subject to all drainage or bank taxes rates or charges as now

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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 Company 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.

For protection of Corporation of Stafford.

12. In constructing the railways Nos. 12 and 13 in the parish of Saint Mary Stafford in the county of Stafford by this Act respectively authorised the Company shall not take more of the field numbered on the deposited plans 32 in the said parish than is shown on a plan signed by the town clerk on behalf of the corporation of Stafford and Richard Johnson on behalf of the Great Northern Railway Company and the Company shall not charge in respect of traffic to or from the gasworks of the said corporation any higher rates than shall be in force for the time being for the same goods or articles carried by them to or from their public goods station in Stafford.

Widening and improvements. Power to widen and improve portions of the railway of the Company.

13. Subject to the provisions of this Act the Company may in the lines according to the levels and in the manner shown on the deposited plans and sections widen and improve the portions of their undertaking herein-after mentioned and lay down additional lines of railway thereon or in connexion therewith And for the purposes of such widening and improvement the Company in addition to any other lands which they are by this Act authorised to acquire may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto as may be required for the purposes aforesaid and the said widenings and improvements respectively shall for the purposes of toll and in all other respects be deemed part of the Great Northern Railway.

The portions of the undertaking of the Company herein-before referred to and authorised to be widened and improved by this Act are:

Widening in Islington.—A portion of the Company's main line of railway wholly in the parish of Saint Mary Islington in the county of Middlesex such widening and improvement commencing by a junction with the said main line at or near the south face of the bridge carrying the North London Railway over that line and terminating by a junction with the said main

line about 3 chains north of the north-east side of the bridge carrying the Caledonian Road over the said main line;

Widening from Finsbury Park to Potter's Bar.—A portion of the Company's main line of railway such widening and improvement commencing in the parish of Saint Mary Hornsey in the county of Middlesex by a junction with the said main line at or near the bridge carrying the up line of the Edgware branch of the Company over the said main line and terminating in the parish of South Mimms also in the said county of Middlesex by a junction with the said main line at or near the bridge carrying the said main line over the public road at the south end of Potter's Bar station;

Widening at Leeds.—A portion of the railway of the Company wholly in the township of Wortley in the parish of Leeds in the west riding of Yorkshire such widening and improvement commencing by a junction with the railway of the Company at a point about 40 yards east of the centre of the bridge carrying the said railway over Oldfield Lane and terminating by a junction with the Lancashire and Yorkshire Railway at a point thereon about 104 yards south-west of the centre of the bridge carrying that railway over the Leeds and Liverpool Canal.

For protection of vestry of Saint Mary Islington.

14. For the protection of the vestry of Saint Mary Islington herein-after called "the vestry" (in addition to the other clauses herein for protection) be it enacted as follows:—

(1.) Before the Company shall break up any street within the parish of Saint Mary Islington in these sub-sections called "Islington" they shall give to the vestry notice thereof in writing and such notice shall be delivered at the office of the vestry not less than fourteen days before commencing such work;

(2.) Before the Company shall commence any works in Islington which shall cause any temporary diversion or obstruction of any street or which shall cause any inconvenience to traffic the line of the said diversion and the arrangement and provision for the passage of traffic shall be approved by the vestry and the Company shall before commencing any such works at their own expense make such arrangement and provision for the passage of traffic as the said vestry shall in writing require But if the vestry do not within ten days after delivery at their said office of notice of the intention of the Company to commence any works specify what works or provisions they require for the passage of traffic the Company shall be at liberty to do such works and to make such provision as they may think fit for the accommodation of the traffic;

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(3.) The Company shall within six months after any part of any street shall have been first broken up fill up and restore the same in a well-rammed and workmanlike manner in such manner and with such materials not being of more expensive description than that broken up as the vestry may (in writing) direct and to the reasonable satisfaction of the vestry and the Company shall also at their own expense keep and maintain in such manner and with such materials as aforesaid as the vestry may from time to time (in writing) require the streets including the footways thereof in good and substantial repair in every respect to the reasonable satisfaction of the vestry for twelve months next after the same shall have been so restored as aforesaid and if the Company fail refuse or neglect to comply with the written request of the vestry and do not execute such works with such materials as aforesaid and in such manner as the vestry may reasonably direct the vestry may themselves or by their officers or contractors at the expiration of ten days after the service of the notice of request to the Company (which notice of request shall be delivered at the office of the Company) proceed to execute the works matters and things referred to in the said notice of request and the Company shall pay to the vestry on demand the cost of the works so executed;

(4.) In the formation of all bridges or arches within Islington carrying the streets over the railway and works the same shall be constructed or reconstructed and maintained of the full width of forty feet between the parapets and in the case of all streets of greater width than forty feet the said bridges or arches shall be constructed or reconstructed and maintained of the full width of the said streets The walls of the parapets shall be at least eight feet in height above the level of the back line of the railway The roadway and footways on the bridges or arches and for fifty feet on each side thereof shall be paved with such materials as the vestry shall decide not being of more expensive description than that broken up;

(5.) The Company shall at their own expense during the construction of the works at all times fence and guard and at night cause to be lighted and watched any street or any sewer or drain opened or broken up by them in Islington district and shall conform to all reasonable directions which may from time to time be given by the vestry as to the removal of all materials excavated or used for or taken from the works;

(6.) The flanks or parts of any houses which may be removed wholly or partly or be altered by the Company shall be well and sufficiently restored or built up in a workmanlike manner

to prevent any unsightly appearance to the reasonable satisfaction of the vestry and shall not be used as an advertising station;

(7.) The Company shall not place or allow to be placed on the outside of any station depôt or works in Islington any notice board or placard except those relating to the business of the Company and this provision shall apply not only to the works when executed but to the works during construction and the fences and hoardings of the same:

(8.) While the Company are possessed under the authority of this Act of any lands houses buildings or other property assessed or liable to be assessed to any district general or special rate and until any works to be constructed in the Islington district are so far completed as to be assessed or liable to be assessed to any amount equal to or greater than the aggregate of the gross rateable value of the said lands houses buildings and property in the last rate made under any precept issued by the vestry of Islington the Company shall be liable to and shall make good the deficiency in the assessments by reason of such lands houses buildings or other property being taken or used by them and the deficiency shall be computed according to the rental at which such lands buildings and property are now rated under the last precept issued by the said vestry;

(9.) When any of the intended works to be done under or by virtue of this Act shall or may pass over under or by the side of or so as to interfere with any sewer drain watercourse defence or work under the jurisdiction or control of the vestry or with any sewers or works to be made or executed by the vestry or shall or may in any way affect the sewerage or drainage of the district under their control the Company shall not commence such work until they shall have given to the said vestry twenty-eight days' previous notice in writing of their intention to commence the same by leaving such notice at the vestry hall for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until the said vestry shall have signified their approval of the same (unless the vestry do not signify their approval disapproval or other directions within twenty-eight days after the service of the said plans sections and particulars aforesaid) and the Company shall comply with and conform to all orders directions and regulations of the vestry in the execution of the works and shall provide by new altered or substituted works in such manner as the vestry may deem necessary for the proper protection of and for preventing

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injury or impediment to the sewers and works herein-before referred to by or by reason of the intended works or any part thereof and shall save harmless the vestry against all and every expense to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the engineer or other officer or officers of the vestry (unless such vestry refuses or neglects to give such superintendence at the time specified in such notice as aforesaid or discontinue the same during the work) at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the vestry may be put to by reason of the works of the Company whether in the execution of the works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the vestry by the Company on demand and when any new altered or substituted works as aforesaid or any works or defence connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the vestry as any new sewers or works now are or hereafter may be and nothing in this Act shall extend to prejudice alter diminish or take away any of the rights powers or authorities vested or to be vested in the vestry or their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed;

(10.) Any difference which may arise between the Company and the vestry under this enactment shall be from time to time referred to and be determined by an arbitrator to be appointed on the application of either party by the Board of Trade and the costs of the arbitration shall be in the discretion of the arbitrator;

(11.) In these sub-sections the word "railway" and the word "works" shall respectively mean and include the railway and works authorised by this Act and the word "street" "sewer" and "drain" shall have the same meaning and definition as the word "street" "sewer" and "drain" in the Metropolis Local Management Acts 1855 and 1862.

18 & 19 Vict. c. 120.
25 & 26 Vict. c. 102.

For protection of railway and works of the North London Railway.

15. In the widening of their main line of railway in the parish of Saint Mary Islington in the county of Middlesex by this Act authorised the Company shall not be entitled to purchase or take any portion of the land used or occupied by the piers or abutments carrying the existing bridge of the North London Railway over the

railway of the Company nor to do any act which will endanger the foundations piers or abutments of the same bridge or the superstructure thereof and all works and conveniences connected with the construction of such widening by the Company affecting the railway works or lands of the North London Railway Company shall be made only according to plans and sections to be submitted by the Company to the engineer of the North London Railway Company and to be reasonably approved of by him in writing under his hand before any of those works are begun: Provided always that if such engineer shall refuse or neglect to approve the same plans and sections respectively within the space of one calendar month after they shall have been submitted to him or if any difference of opinion shall arise between him and the engineer in chief for the time being of the Company touching the said works the same shall be determined by a third engineer to be agreed upon by such two engineers or failing such agreement to be appointed by the president for the time being of the institution of civil engineers before the said works are commenced and all the costs and expenses which the North London Railway Company may incur in reference to the examination and approval of such plans and sections and the construction of such works including the expense of employment by the North London Railway Company of a sufficient number of inspectors or watchmen shall be paid by the Company to the North London Railway Company.

For protection of the Corporation of London.

16. Provided that the Company shall not acquire under the powers of this Act any greater estate than an easement under the property of the mayor and commonalty and citizens of the city of London (herein-after called "the corporation") in the parish of Saint Mary Islington and the widening and improvement of the Company's railway in that parish shall be constructed in tunnel under the property of the corporation in the line and according to the levels shown on the deposited plans and sections and in the event of there being any interference with or disturbance of the surface of the metropolitan cattle market the Company shall reinstate the same at their own expense and to the satisfaction of the corporation and shall in addition to the purchase of such easement compensate the corporation for any injury damage or inconvenience which may be caused to their said property by the construction and user of the said tunnel.

For protection of Tottenham and Hamp-

17. In constructing and maintaining the widening from Finsbury Park to Potter's Bar authorised by this Act where it will cross over the Tottenham and Hampstead Junction Railway (which railway is

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Hampstead Junction Railway Company.

maintained by the Midland Railway Company) the Company shall be subject to the following conditions videlicet:—

(1.) All works crossing or affecting the said railway shall be executed at the expense of the Company 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 reasonably 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 the said widening over the Tottenham and Hampstead Junction Railway shall be constructed of a clear span of twenty-five feet and with the same headway as that of the existing bridge;

(3.) The works shall be constructed and maintained so that the traffic upon the said 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 Company;

(4.) The Company shall not acquire any estate or interest in the lands and property of the Tottenham and Hampstead Junction Railway Company other than an easement or right of constructing or maintaining therein the works by this Act authorised;

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

For protection of the Hornsey Local Board.

18. In the widening of their main line of railway in the parish of Saint Mary Hornsey from Finsbury Park to Potter's Bar by this Act authorised the Company shall carry the same over the road numbered on the deposited plans 94 in the said parish by means of girder bridges having a total span of fifty feet between the abutments and the width of such widening on the east side of the railway shall not exceed forty feet and on the west side of the railway shall not exceed twenty feet and the Company shall increase the width of the roadway under the existing bridge carrying their railway over the said road to a corresponding width and shall form kerb and flag a footpath ten feet in width on each side of the roadway under the whole length of the bridge to be formed by such bridge

when altered and the widening thereof and shall channel and make good the whole of the roadway under the said bridge;

In order to obtain a better approach to the said bridge from the direction of the New River the Company shall cut away a portion of the south-western abutment of the existing bridge over the said road and shall convey to the Local Board of Hornsey the small piece of land belonging to the Company lying between the New River boundary and the north-west corner of the intended widening on the west side of the railway;

The Company shall also construct a sewer three feet in diameter throughout and a floodwater culvert of the same dimensions under the said railway from the western limits of deviation shown on the said deposited plans to the boundary of the Company's property adjoining the lands of the British Land Company's Estate on the east side of the railway.

For protection of the Ecclesiastical Commissioners.

19. The Company within three months after they shall have received notice in that behalf from the Ecclesiastical Commissioners for England shall make for the full width of the land of the Company over the southern entrance to the Tottenham tunnel at a point marked two miles fifty-four chains on the deposited plans relating to the parish of Tottenham a road not less than forty feet wide for the use of the said Commissioners and their nominees so as to connect the fields numbered 45 and 49 on the said deposited plans The Company shall make form and drain the said road and shall cover the same to the depth of eighteen inches with burnt ballast and whenever the Commissioners shall construct roads in the said fields the Company shall cover the road so made by the Company with a coating of gravel nine inches in depth.

Vesting in New River Company slopes &c. of portion of New River diverted under 44 & 45 Vict. c. clvi.

20. When the diversion of the New River in the parish of Hornsey county of Middlesex authorised by the Great Northern Railway Act 1881 shall be completed the same diversion shall with the bed banks and slopes thereof together with sufficient space beyond the foot of the bank on either side of the river to allow of the construction of ditches for surface drainage and of fencing be and hereby is vested in the New River Company.

For protection of the New River Company.

21. The Company in constructing the railway and works authorised by this Act shall so far as the said works affect the New River Company's works property rights and interests be subject to the following regulations:—

(1.) Before commencing any such works they shall give to the said New River Company sixteen days' notice of their intention so to do and shall either before or at the time of serving such notice submit plans and sections of the proposed works with

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detailed descriptions of the mode of executing the same for the approval of the engineer for the time being of the said New River Company and such works shall not be commenced without the approval of the engineer of the New River Company first obtained provided always that if such engineer shall refuse or neglect to approve the same plans and sections respectively within the space of one calendar month after they shall have been submitted to him or if any difference of opinion shall arise as to the proposed works or as to the mode of executing the same such difference shall be settled by an engineer to be appointed by the president of the institution of civil engineers for the time being on the application of either party and the costs of such reference shall be borne as such arbitrator shall direct;

(2.) In the event of any injury to the New River Company's river or banks mains or pipes or other works by reason of the said works of the Company authorised by this Act or by any act or default of the Company their agents or contractors whether the same shall happen during the construction of the railway or after the railway shall have been completed and opened for traffic or in the event of any loss to the New River Company from any interruption of their supply of water through any act or default of the Company their agents or contractors the Company shall be answerable and shall pay to the New River Company all damages and make good all loss arising therefrom and be liable at all times thereafter to make good at their own expense whatever injury may be done or caused to the said river or banks mains or pipes or other works and any question which may arise as to any such expense or damages shall at the request of either party be referred to a civil engineer to be appointed as herein-before provided and the award of such engineer shall be final and conclusive and the cost of such reference shall be borne as such arbitrator shall direct;

(3.) If any interruption whatever in the supply of water by the New River Company shall be in any way occasioned by any act or default of the Company their contractors or agents the Company shall forfeit and pay to the New River Company for the use and benefit of the said Company the sum of twenty pounds for every hour during which such interruption shall continue and shall save harmless the New River Company from all damages and costs in respect of any such interruption such sum damages and costs to be recoverable by the New River Company in any court of competent jurisdiction;

(4.) All works in any way affecting the said New River Company shall be done under the direction and to the reasonable satisfaction of the engineer for the time being of the New River Company.

For protection of the East Barnet Valley Local Board.

22. In the widening hereby authorised of their main line of railway in the parish of East Barnet the Company shall carry the same over the road numbered on the deposited plans 117 in the said parish by means of girder bridges having a total span of thirty-two feet and a height from the present surface of the road to the underside of the girders of sixteen feet and the Company shall increase the width and headway of the road under the existing bridge carrying their railway over the said road and shall increase the height of the present bridge to dimensions corresponding to those herein-before specified.

For protection of the London and County Land and Building Company.

23. In widening their railway from Finsbury Park to Potter's Bar as by this Act authorised the Company shall not enter upon take use or interfere with any of the lands and hereditaments belonging to the London and County Land and Building Company Limited and being respectively numbered 21 and 24 in the parish of East Barnet and 58, 59, 61, 62, 64, 65, 66, 67 and 69 in the parish of Friern Barnet on the parliamentary plans deposited with relation to the said widening.

For protection of the Barnet District Gas and Water Company.

24. In widening their railway in the parish of East Barnet opposite the gasworks of the Barnet District Gas and Water Company the Company shall not enter upon take use or interfere with the lands of the Barnet District Gas and Water Company numbered 139 in the said parish on the deposited plans relating to the widening of the railway from Finsbury Park to Potter's Bar without the previous consent in writing and under the seal of the Barnet District Gas and Water Company and in the event of the Company interfering with the siding or coal shoot numbered 138 on the said plan they shall at their own expense either restore the same or substitute therefor another siding or coal shoot from their railway to the gas works and until such restoration or substitution make such provision for delivery of coals at the said gasworks as the said Barnet District Gas and Water Company or their engineer shall reasonably require.

Protecting Hadley and Wood Green Commons.

25. Notwithstanding anything contained in this Act or in the deposited plans and sections the Company in constructing the "widening from Finsbury Park to Potter's Bar" herein-before authorised shall be subject to the following restrictions:

(a) They shall not enter upon take or use any greater part of Hadley Common in the parish of Monken Hadley in Middlesex

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than two and a half acres as shown on a plan signed by Mr. E. Vansittart Frere on behalf of the trustees of the said common and by Mr. Richard Johnson on behalf of the Company and the said portion of common which may be so taken by the Company shall be used by them only for the purpose of the said widening and no station or other erection or building whatsoever shall be erected thereon or on any part thereof and no sidings shall be placed on the said portion of the common for the purpose of standing waggons except only so far as may be necessary to enable a train in transit to be passed by a passenger train and no coals minerals or other articles or goods shall at any time hereafter be deposited thereon;

(b) They shall not enter upon take or use any greater part of Wood Green Common in the parish of Tottenham in Middlesex than one-third of an acre And before entering on the said common under the powers of this Act they shall convey to the lord of the manor of Tottenham or other the owner of the said common (by way of compensation for the part thereof so taken) a quantity of land equal to that which they propose to take And the land so conveyed shall at the expense of the Company be thrown into and shall thenceforth be for ever held to the same uses as the remaining part of the said common.

For protection of London and North-western Railway Company. Applying to Stanton Branch certain provisions of 35 & 36 Vict. c. cxxxix.

26. Sections 30 and 31 of the Great Northern Railway (Derbyshire and Staffordshire) Act 1872 are hereby extended to the Stanton Branch by this Act authorised and the provisions of the said sections shall apply to the said railway as fully and effectually as if those sections had been specially re-enacted in this Act with reference thereto and for the purpose of giving effect to those provisions the railways by the said Act of 1872 authorised shall be considered as including the said Stanton Branch.

As to widening at Leeds.

27. Notwithstanding anything in the Act contained it shall not be lawful for the Company in effecting the widening of their line at Leeds by this Act authorised to enter upon take use or interfere with the cross-over road or rail connexion between the railways of the London and North-western and Lancashire and Yorkshire Railway Companies or any lands or property belonging to the first-mentioned Company.

For protection of the Corporation of Leeds.

28. In widening the railway in the borough of Leeds the following provisions shall have effect (that is to say)—

(1.) The Company shall make the widened portions of the bridges or arches over the following streets of the following spans and

heights for the following lengths respectively (that is to say)— A.D. 1882.

Name of Street.	Span of Bridge or Arch.	Height of Bridge or Arch above surface of Street.	Length of widening.
Copley Hill - -	36 feet - -	16 feet - -	22 feet and 6 inches.
Spence Lane - -	36 feet - -	16 feet - -	38 feet.
Geldard Road - -	46 feet - -	22 feet - -	32 feet.
Talavera Street - -	36 feet - -	16 feet - -	36 feet.

(2.) The Company shall alter the existing bridges or arches which carry the railway over the following streets so as to be of the following widths and heights respectively (that is to say)—

Name of Street.	Width of Bridge or Arch as altered.	Height of Bridge or Arch as altered above surface of Street.
Talavera Street - -	36 feet - - -	16 feet.
Geldard Road - -	46 feet - - -	22 feet.
Spence Lane - -	36 feet - - -	16 feet.

(3.) The mayor aldermen and burgesses of the said borough shall so soon as the said alteration of the said existing bridge over Spence Lane shall have been completed pay to the Company one-third of the cost incurred by the Company in making such alteration.

(4.) All spaces under the said bridges crossing the streets mentioned in this section shall be dedicated to public use;

(5.) If any difference arise between the said mayor aldermen burgesses and the Company as to the fact of such completion or the sum to be so paid to the Company such difference shall be determined by an engineer to be appointed on the application of either party by the Board of Trade.

For protection of the North-eastern Railway Company.

29. The following provisions with the North-eastern Railway Company (herein-after called "the North-eastern Company") and their railways works and property shall be carried into effect by the Company and the Company shall be bound thereby viz.:

(1.) The widening of the Company's railway at Leeds across or over the railways of the North-eastern Company shall be effected by means of a viaduct with not less than fourteen feet six inches clear headway throughout above the surface levels of those railways constructed by the Company over the railways and property of the North-eastern Company the piers of which shall be placed and the works connected with which shall be

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executed in accordance with plans already agreed upon between the two Companies and signed by their respective engineers;

(2.) The said viaduct and all works affecting the North-eastern Company shall be made and constructed by the Company in a substantial and workmanlike manner and under the superintendence and to the reasonable satisfaction of the principal engineer for the time being of the North-eastern Company and according to the said plans and so as not to endanger or interfere with the security of the railways of the North-eastern Company 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 Company may require all such precautions to be taken by the Company in constructing maintaining and repairing the said viaduct and works as their engineer may deem expedient for protecting their railways from injury and the traffic thereof from interruption. And in case any damage or injury shall be caused to their railways or interruption or injury to the traffic thereof by reason of the said viaduct or works, or during the construction maintenance use or repair thereof respectively the same shall be forthwith made good by the Company to the North-eastern Company or that Company may make good such damage or injury to their railways and may recover all costs and expenses thereof and also compensation for such interruption or injury to their traffic as aforesaid from the Company in any court of competent jurisdiction.

(3.) The Company shall not purchase or take compulsorily any part of the railways or any of the lands or property of the North-eastern Company but they may purchase and acquire from that Company and that Company may and shall sell to the Company any easement or right of constructing and maintaining the aforesaid widening of their railway on or over the property of the North-eastern Company in accordance with the provisions of this Act nor shall the Company or any person in the execution of this Act in any manner either temporarily or permanently enter upon use or interfere with the railways or property of the North-eastern Company except with their consent in writing first obtained save only so far as may be absolutely necessary for the purpose of constructing and maintaining the said widening of railway in accordance with the provisions of this Act:

(4.) Except as is by this Act expressly provided this Act or anything therein contained shall not take away diminish alter or prejudice any of the rights powers privileges or authorities of the North-eastern Company.

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Further works by the Company.

Roads and footpaths.

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

The Company may make a new road in the parish of Bygrave in the county of Hertford commencing in the road leading from Baldock to Biggleswade about 3 chains north of the bridge carrying their Royston and Hitchin line over that road and terminating in the public road leading from Baldock to Bygrave about 8 chains measured in a north-easterly direction along the said road from the level crossing thereof by the said Royston and Hitchin line And when the said new road is completed and opened to the public the Company may abolish the said level crossing of their railway and may stop up and discontinue as a public highway so much of the said road leading from Baldock to Bygrave as lies between a point about 1 chain south of the said level crossing and the termination of the new road herein-before described;

The Company may make a new road in the township of Tong in the Parish of Birstal in the west riding of Yorkshire commencing in the public road at the east end of the Birkenshaw Station leading from "the Duke of Wellington" Inn in Westgate Hill Street to Birkenshaw at a point about 6 chains southward from the point where it is crossed on the level by the railway of the Company and terminating in the same public road about 7 chains northward from the same point And when the said new road is completed and opened to the public the Company may stop up and abolish in the said township of Tong the level crossing at the east end of the Birkenshaw Station and all rights of way in and over the said level crossing and over so much of the said public road as lies between the commencement and termination of the proposed new road shall be and the same are hereby extinguished;

The Company may make a new footpath wholly in the said township of Wortley in the said west riding commencing at the north-west end of the bridge over the London and North-

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western Railway carrying the footpath leading from Lower Wortley to Whitehall Road and terminating at a point about 20 yards measured in a north-westerly direction from the London and North-western Railway Company's engine-shed near Copley Hill And when the said new footpath is completed and opened to the public the Company may with the consent of the mayor aldermen and burgesses of the borough of Leeds but not otherwise stop up so much of the existing footpath leading from Lower Wortley to Copley Hill as lies between the east end of the bridge carrying the said footpath over the Great Northern Railway and the termination of the proposed new footpath and all rights of way in and over so much as aforesaid of the existing footpath shall be thenceforth extinguished;

The Company may make a new footpath in the parish of Luton in the county of Bedford along the north side of the Company's railway between Bury Farm footpath level crossing and the Dunstable Road and when the said new footpath is completed and opened to the public may stop up and extinguish all rights of way over the said crossing and may stop up and discontinue as a public highway so much of the said footpath as lies between the said crossing and Dallow Lane opposite Luton Workhouse;

The Company may stop up so much of Dryden Street in the township of Bradford in the west riding of Yorkshire as lies between Hamerton Street and Birksland Street and all rights of way (if any) over any land belonging to the Company between Hamerton Street and Essex Street shall be and the same are hereby extinguished;

The Company may stop up so much of Collier Street in the said township of Bradford as lies between a point therein about 60 yards south of its junction with Mount Street and Dryden Street aforesaid;

The Company may stop up in the parish of Calverley in the said west riding so much of the footroad leading from and out of the Leeds and Bradford disturnpiked Road to the west end of the platform of the Stanningley Station of the Company as passes through the property of the Company and all rights of way in and over the same shall be and are hereby extinguished;

The Company may continue and maintain their existing sidings in the township and parish of Bradford in the said west riding leading from and out of their timber yard to and terminating at the Saint James's Market;

The Company may abolish in the parish of Saint Mary Hornsey in Middlesex the occupation level crossing over their main line

at the south-west end of Lothair Road and all rights of way in and over the same shall be and the same are hereby extinguished.

As to footpaths leading from Lower Wortley to Copley Hill.

31. The Company shall not without the previous consent in writing of the London and North-western Railway Company under their common seal stop up alter or divert the footpath leading from Lower Wortley to Copley Hill nor shall they without the like consent take use or interfere with the approach road to the Copley Hill goods station or with any lands or property belonging to the London and North-western Railway Company.

Company may construct footbridge in Finchley and abolish level crossing.

32. The Company shall construct in the parish of Finchley in the county of Middlesex a footbridge not less than five feet wide over their railway in the line in which the existing footpath leading from Squire's Lane to Long Lane (in what is known as the Manor Farm) now crosses the railway and shall carry the said footpath over the said footbridge and thereupon all rights of way in and over so much of the said footpath as lies between the boundaries of the property of the Company shall be extinguished and the site and soil thereof shall vest in the Company.

For protection of the Bradford Corporation.

33. For the protection of the mayor aldermen and burgesses of the borough of Bradford (herein called "the Corporation") the following enactments shall take effect (that is to say):

(1.) In carrying into operation the works by this Act authorised the Company shall not make Jackson Street in the said borough of less than the clear width of fourteen yards where the same abuts on land proposed to be acquired by the Company such land being numbered 9 on the deposited plans and the Company shall not make Birksland Street in the said borough of less than the clear width of sixteen yards where the same abuts on lands proposed to be acquired by the Company such lands being numbered 2, 3, and 9 on the said plans;

(2.) The Company shall not interfere with or injuriously affect the sewer constructed by the Corporation in through and under part of the lands proposed to be acquired by the Company and numbered 11 and 12 on the said plans in the parish of Bradford and in through and under the street proposed to be acquired by the Company and numbered 26 on the said plans in the same parish. The Corporation shall be at liberty whenever they may find it necessary so to do to enter into and upon the said last-mentioned lands and street with their servants agents carts and horses to cleanse maintain repair amend or enlarge such sewer and keep the same in good order causing as little inconvenience to the Company as may be Provided that before entering on

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the lands of the Company for the purposes aforesaid the Corporation shall unless in case of urgency give fourteen days' notice in writing to the Company of their intention so to enter and that any interference with the railway sidings or works of the Company shall be subject to the superintendence of the Company's engineer;

(3.) Any works of the Company over the said sewer shall be made and maintained by them in accordance with a plan to be previously agreed upon between the engineer of the Company and the surveyor of the Corporation for the time being or failing agreement as may be determined by some person to be agreed on by the said engineer and surveyor or failing agreement to be appointed by the president of the institution of civil engineers for the time being The expenses of and incident to calling in such person shall be borne by the Company and Corporation in equal moieties.

Portions of roads and footpaths superseded to vest in Company. Repair of new or substituted roads.

34. When the said diversions herein-before authorised are made and opened for public use all rights of way in and over or affecting the portions of roads and footpaths in the stead of which the new roads and footpaths are made shall cease and be extinguished and such portions of roads and footpaths shall vest in the Company for the purposes of their undertaking so far as the same respectively are bounded on both sides by lands of the Company and the new roads and footpaths shall when made and completed respectively from time to time be repaired and maintained with respect to the surface thereof by and at the expense of the same authorities or persons in the same manner and to the same extent as the remaining portions of the same roads and footpaths respectively are maintained and repaired but the substructure thereof whether the same be a bridge or embankment or otherwise shall be maintained by the Company.

Power to deviate in construction of roads.

35. The Company in constructing the new roads and alteration of roads footpaths and streets herein-before authorised may deviate from the centre lines shown on the deposited plans to the extent of the limits of deviation marked on such plans respectively but so nevertheless that no part of such deviation be constructed beyond the said limits and may deviate from the levels shown on the deposited sections to any extent not exceeding five feet but not so as to increase the rate of inclination as shown on the deposited sections of any new road footpath or street.

Power to purchase additional lands.

36. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may enter upon and take compulsorily for the improvement

and enlargement of their railways stations and works and for the construction of new stations buildings and sidings and other the purposes of their undertaking the lands herein-after described which are delineated upon the deposited plans and described in the deposited books of reference and they may retain and hold such of the said lands as have already been purchased by them:

Certain lands in the parish of Saint Mary Islington in the county of Middlesex bounded on the north-west north-east and south-west by the property of the Company and on the south-east partly by the property of the Company and partly by Eden Grove;

Certain lands in the township of Wortley in the parish of Leeds in the west riding of Yorkshire bounded on the south-east by the property of the London and North-western Railway Company on the west and north-west by the property of the Company and on the north-east by the public road known as Copley Hill;

Also certain other lands in the same township lying between the railway of the Company Copley Hill and Copley Hill Terrace late Pickard Terrace;

Certain lands in the township of Armley in the said parish of Leeds situate between the railway of the Company Antwerp Mill and Wortley Road;

Certain lands in the township of Bramley in the said parish of Leeds bounded on the north by the public road leading from Stanningley to Leeds on the east by the public road leading from Pudsey to Bramley and on the south and west by land belonging to the Company;

Certain other lands also in the said township of Bramley adjoining the railway of the Company on both sides thereof and bounded on the north by Back Lane on the west by land belonging or reputed to belong to John Lister on the east by land belonging or reputed to belong to William Pawson and extending south of the railway about 5 chains;

Certain lands in the parish of Calverley in the said west riding at or near the Stanningley Station and on the north side of the railway of the Company;

Certain lands in the said township of Tong bounded on the east by the Gildersome Branch of the Company and lying between Knowles Lane and the occupation bridge under the said branch;

Certain other lands in the said township of Tong situated on both sides of the railway of the Company and the Birkenshaw Station thereof and on both sides of the public road leading

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from the "Duke of Wellington" inn in Westgate Hill Street to Birkenshaw;

Certain lands in the township of Ossett in the said parish of Dewsbury bounded on the north by the Ossett Branch of the Company and lying between the footbridge passing over that branch at Ossett Station and Queen Street;

Certain other lands in the same township and parish situated on both sides of the said branch between Queen Street and a point on the said branch about 8 chains measured in a westerly direction along that branch from the bridge carrying the same branch over Queen Street;

Certain lands in the township of Bradford on the north side of the Company's railway and situate between that railway Hamerton Street Jackson Street and Birksland Street;

And also certain other lands situate on the south side of that railway lying between the railways of the Company and bounded on the west by Birksland Street and on the north-east by Mount Street;

Certain other lands in the same township bounded by the Company's railway Essex Street and Hamerton Street;

Certain other lands also in the same township bounded on the south-west by Bowling Back Lane on the north and west by the land of the Company and on the east by land belonging or reputed to belong to the corporation of Bradford;

Certain lands in the parish of Saint Mary Stafford in the county of Stafford bounded on the north-east by Foregate Street and on the south-west by the road called Bull Hill.

Power to Great Northern and Great Eastern Joint Committee to make new road, &c.

37. Subject to the provisions of this Act the Great Northern and Great Eastern Joint Committee may in the line shown on the deposited plans and according to the levels shown upon the deposited sections relating thereto make the new road herein-after described with all proper works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto as may be required for that purpose (that is to say):

A new road in the parish of Washingborough and township of Heighington in the parts of Kesteven in Lincolnshire commencing at a point in the public road leading from Branston to Washingborough about 9 chains measured in a southerly direction along that road from the entrance to the quarry adjoining the road leading to Heighington Church and terminating in the said road leading to Heighington Church about 4 chains east of the point where that road is crossed by the

Spalding to Lincoln railway of the said joint committee; and when the said new road is completed and opened to the public the said joint committee may stop up and discontinue as a public highway so much of the said road leading to Heighington Church as lies between its junction with the public road leading from Branston to Washingborough and the termination of the proposed new road and the site and soil of so much of the said road leading to Heighington Church as lies between the fences of the railway of the said joint committee are hereby vested in the said joint committee and the said new road shall be maintained and repaired by the same authority or persons as are now liable to maintain and repair the said portion so to be stopped up;

The said joint committee may carry over their railway by means of a footbridge the footpath or paths in field No. 60 in the parish of Helpringham shown on the plans deposited with respect to the Great Northern and Great Eastern Companies Act 1879 and when the said bridge is completed and opened to the public the present crossing on the level of the said railway of the joint committee shall be discontinued and all rights of way in and over the said railway shall be and the same are hereby extinguished.

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

38. And whereas in the construction of the railways and works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of the lands buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto Therefore notwithstanding Section 92 of the Lands Clauses Consolidation Act 1845 the owners of and persons interested in the properties numbered on the deposited plans of the widening in Islington 34, 35, 42 and 48 in the said parish of Saint Mary Islington and on the deposited plans of the additional lands at Armley 1 and 2 in the said parish of Leeds and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without material detriment thereto be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof or other parties interested therein by severance or otherwise.

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Power to take easements, &c. by agreement.

39. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement right or privilege (not being an easement of water) required for the purposes of this Act or any of the purposes of their undertaking in over or affecting any such lands and the provisions of the last-mentioned Acts with respect to lands and rentcharges as far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights or privileges as aforesaid.

Period for compulsory purchase of lands.

40. The powers 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.

Lands for extraordinary purposes.

41. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed five acres.

Authorising dealings with property of the Duchy of Lancaster.

42. And whereas it is expedient that this Act should contain certain provisions relative to lands hereditaments estates rights and interests belonging to the Queen's most Excellent Majesty in right of her Duchy of Lancaster (in the rest of this section called "the Duchy") as are herein-after contained. Be it therefore enacted that—

As to the sale of lands.

(1.) With respect to any lands belonging to Her Majesty in right of the Duchy which may be required for the purposes of this Act the following provisions shall (but subject and without prejudice to any lease or tenancy which at the time of any agreement authorised by this section may be subsisting in the said last-mentioned lands) have effect that is to say—the chancellor and council for the time being (herein-after called "the chancellor and council") of the Duchy may agree with the Company for the absolute sale in fee simple of all or any of the said last-mentioned lands or any part thereof in consideration of any such gross sum of money or of such annual rentcharge or in consideration partly of such gross sum and partly of such annual rentcharge payable by the Company and upon such terms and conditions in all respects as shall be settled between the chancellor and council and the Company and in case the same lands shall be subject jointly with any other lands to any lease or tenancy for a life or lives or a term of years unexpired the chancellor and council may agree as well with the Company as also with the lessee or tenant for the apportionment of the rent payable in respect of the lands comprised in such lease or

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tenancy between the lands agreed to be sold and such other lands. And upon payment of such (if any) agreed gross sum and upon such (if any) agreed rentcharge being secured in manner herein-after provided, the chancellor and council may grant and assure the same lands and the fee simple and inheritance thereof to the Company their successors and assigns for the purposes of this Act and (if the same lands shall be subject jointly with any other lands to any such lease or tenancy as aforesaid) may apportion or concur with all other necessary parties in apportioning the rent payable in respect of the lands comprised in such lease or tenancy between the lands so granted and assured and such other lands;

As to the enfranchisement of lands.

(2.) With respect to any such lands held by copy of court roll or other customary tenure of any honour manor or lordship belonging to Her Majesty, in right of the duchy as may be required for the purposes of this Act, the following provisions (but subject and without prejudice to any lease or tenancy which at the time of any agreement authorised by this section may be subsisting of the same manor honour or lordship) shall have effect (that is to say)—

The chancellor and council may agree with the Company for the enfranchisement of all or any of the said last-mentioned lands and for the release thereof from all or any of the customary fines rents suits and services which the same may be charged with or liable to in consideration of such gross sum of money or of such annual rentcharge or in consideration partly of such gross sum and partly of such annual rentcharge payable by the Company and upon such terms and conditions in all respects as shall be settled between the chancellor and council and the Company;

And in case the same lands shall be liable jointly with any other lands to any such aforesaid rents suits or services the chancellor and council may agree as well with the Company as also with the tenant or proprietor of such other lands for the release or apportionment of such rents suits and services either with or without any consideration being paid for the same;

Upon any such agreement for enfranchisement release or apportionment and upon payment of such (if any) agreed gross sum, and upon such (if any) agreed rentcharge as last aforesaid being secured in manner herein-after provided the chancellor and council may release the lands so to be enfranchised or released from all customary fines rents suits and services or (as the case may be) such of them or

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such part or parts thereof as shall have been in that behalf agreed and the lands so released shall thenceforth be holden by the Company their successors and assigns as of the honour manor or lordship whereof they are or were holden or parcel in free and common socage. And every such release of lands if made previously to the purchase or acquisition by the Company of the estate and interest of the copyhold or customary tenant of such lands shall after such purchase or acquisition operate and take effect as if the Company had been in possession of the same lands at the time of the execution of such release;

Provided that no such enfranchisement release or apportionment shall in any other respects affect any custom by or under which any copyhold or customary lands not required for the purposes of this Act shall be holden.

And whenever any such aforesaid release of lands shall be made any other lands which were previously subject jointly with the released lands to any such rents suits and services as aforesaid shall as between the Company and Her Majesty in right of the duchy (but expressly without prejudice to any right of contribution in respect of such rents suits or services which previously to such release the tenant or proprietor of such other lands may have had against the tenant or proprietor of the released lands) thenceforth be subject to the whole of such rents suits and services or (as the case may be) to such of them or such parts or part thereof as shall not have been comprised in and intended to be extinguished by that release in the same manner in all respects as the entirety of the lands so previously subject as aforesaid would have continued subject to the whole of such rents suits and services if such release had not been made and all the rights powers and remedies subsisting previously to such release for the recovery of the whole of the said rents suits and services shall as against the lands not so released be and thenceforth remain as between the Company and Her Majesty in right of the duchy (but without prejudice as aforesaid) as available and as valid and effectual in the law to all intents for the recovery of the same rents, suits and services or (as the case may be) such of them or such parts or part thereof as shall not have been comprised in and intended to be extinguished by the same release as if the said last-mentioned lands had originally been alone subject to the same rents, suits and services or such of them or such parts or part thereof as last aforesaid.

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As to the conveyance of waste lands.

(3.) With respect to any lands being waste or common lands the right to the soil whereof belongs to Her Majesty in right of the duchy (subject to rights of common or other rights or easements) which may be required for the purposes of this Act the following provisions shall have effect (that is to say):—

The chancellor and council may agree with the Company for the absolute sale in fee simple of the estate right and interest of Her Majesty in the soil of all or any of the same lands, and for the absolute extinguishment of any commonable or other rights to which Her Majesty in right of the duchy may be entitled in the same lands (other than and besides Her said right in the soil of such lands) in consideration of such gross sum of money or of such annual rentcharge or in consideration partly of such gross sum and partly of such annual rentcharge payable by the Company and upon such terms and conditions in all respects as shall be settled between the chancellor and council and the Company;

And upon payment of such (if any) agreed gross sum as last aforesaid and upon such (if any) agreed rentcharge as last aforesaid being secured in manner herein-after provided the chancellor and council may grant and assure such last-mentioned estate right and interest to the Company their successors and assigns for the purposes of this Act;

Provided that the lands so granted and assured as last aforesaid shall remain subject to all the commonable and other rights (except those of Her Majesty Her heirs and successors) which immediately before such grants and assurance affected the same until such rights shall have ceased and become extinguished by the payment or deposit of the compensation for the same in manner provided by the Lands Clauses Consolidation Acts 1845 1860 and 1869.

As to the sale and working of mines.

(4.) With respect to any mines minerals and quarries to which Her Majesty in right of the duchy is entitled (either in possession or subject to any lease or tenancy) in under or upon any lands required for the purposes of this Act the following provisions (but subject and without prejudice to any lease or tenancy which at the time of any agreement authorised by this section may be subsisting of the same mines minerals or quarries) shall have effect (that is to say):

The chancellor and council either before or after the execution of the works authorised by this Act or any part thereof may agree with the Company for the absolute sale

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of all or any of the said mines minerals and quarries for such price or consideration in money and upon such terms and conditions in all respects as shall be settled between the chancellor and council and the Company and upon payment of such agreed price or consideration as last aforesaid in manner herein-after provided the chancellor and council may grant and assure such last-mentioned mines minerals and quarries unto the Company their successors and assigns for the purposes of this Act The chancellor and council may also enter into any agreement with the Company concerning the working by Her Majesty Her heirs successors and assigns of all or any of the said mines minerals or quarries whether being in under or upon any lands taken by the Company under the powers of this Act;

Provided that nothing contained in this Act shall extend or operate to prevent or hinder Her Majesty Her heirs successors or Her assigns, or their lessees from working (subject and without prejudice only to any such agreement as last aforesaid) as well before as after the execution of the works authorised by this Act any such mines minerals or quarries whether being in under upon or in the neighbourhood of any lands taken by the Company under the powers of this Act nor shall anything in this Act contained extend or operate to make Her Majesty Her heirs successors or assigns in any way liable for any damage or injury which may be done to or on the works authorised by this Act by any such working unless and except only to such extent as the chancellor and council shall have expressly agreed in writing with the Company that the duchy shall become so liable;

Provided also that it shall not be lawful for the Company their successors or assigns by reason of any aforesaid grant or assurance of mines minerals or quarries to work get or use any of the same except so far as may be necessary in executing the works authorised by this Act;

As to the application of purchase moneys.

(5.) With respect to any gross sum of money which under this section shall become payable in consideration of any sale enfranchisement or release thereby authorised the following provisions shall have effect (that is to say):—

Each such sum shall be paid into the hands of the receiver general of the revenues of the duchy or of his deputy or deputies and a receipt shall be given by him or them for the same;

And such sum shall be applicable and dealt with to all intents and purposes as if it were the purchase money of lands sold by the chancellor and council under the authority of the Duchy of Lancaster Lands Act 1855 And the chancellor and council shall for the purposes of this Act have and be entitled to the benefit of all such powers and provisions in reference to moneys invested in bank annuities under this present section as under the Duchy of Lancaster Lands Act 1855 they are entitled to concerning moneys invested in bank annuities under that Act.

18 & 19 Vict. c. 58.

(6.) With respect to any annual rentcharge which under this section shall become payable in consideration of any sale enfranchisement or release by this section authorised the following provisions shall have effect (that is to say);

As to the annual rentcharges payable to the duchy.

Each such annual rentcharge shall be a perpetual rentcharge and shall be such charge on the tolls or rates payable under this Act and shall be recoverable in like manner as by the Lands Clauses Consolidation Acts 1845 1860 and 1869 provided concerning the rentcharges thereby authorised to be granted and shall if the chancellor and council think fit be otherwise secured in such manner as may be settled between the chancellor and council and the Company;

And the same shall be limited to the use of Her Majesty Her heirs and successors in right of the duchy and shall vest in Her and them in the same right as fully and effectually as the lands or hereditaments which shall be granted assured or released in consideration of the same annual rentcharge stood vested in Her and them immediately before such grant and assurance thereof;

Provided that every such annual rentcharge shall be subject to the same application to all intents and purposes as the rents and profits of the said lands or hereditaments to be granted and assured in consideration thereof would be subject if the same lands or hereditaments had not been so granted and assured;

Provided also that notwithstanding anything contained in the Railway Companies' Act 1867 no money borrowed by the said Company on mortgage or bond or debenture stock under the provisions of any Act authorising the borrowing thereof shall have priority over or affect any claim of Her Majesty Her heirs or successors against the Company their successors or assigns or against their

30 & 31 Vict. c. 127.

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property for the time being in respect of any such last-mentioned rentcharge.

As to the enrolment of deeds.

(7.) Any lands hereditaments estate right or interest conveyed or assured or released by the chancellor and council by virtue of any of the foregoing provisions of this section shall be so conveyed assured or released in the name of Her Majesty Her heirs or successors in right of the duchy and by deed or writing under the seal of the duchy and every such deed or writing shall be enrolled in the court of the Duchy of Lancaster within six calendar months from the date thereof.

Saving rights of the Duchy of Lancaster.

43. Nothing contained in this Act shall extend or operate to authorise the Company to take use enter upon or in any manner interfere with any land soil water or hereditaments or any land parcel of any manor or any manorial rights or any other rights of whatsoever description belonging to Her Majesty in right of Her Duchy of Lancaster without the consent in writing of the chancellor for the time being of the said duchy first had and obtained (which consent the said chancellor is hereby authorised to give) or take away prejudice or diminish any estate right privilege power or authority vested in or enjoyed or exerciseable by Her Majesty Her heirs or successors in right of Her said duchy.

Notice to be given of taking houses of labouring classes.

44. The Company 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 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 they have so made known their intention.

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

45. Before taking in any parish fifteen houses or more occupied either wholly or partly 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 Company are by this Act authorised to acquire the Company shall (unless the Company 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 Company 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.

Extending time for sale of certain superfluous lands.

46. The Company may notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company with which that Act is incorporated retain and hold any lands acquired by them which have not yet been applied to the purposes for which they were acquired or sold or disposed of for the periods following that is to say As regards such of the lands as are situate near to or adjoining any railway or station of the Company or as the Company may be of opinion that they may require for the purposes of stations sidings or other conveniences for the period of ten years from the passing of this Act and as regards the other of the said lands for the period of two years from the passing of this Act:

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

Tolls and charges. Classification table to be open for inspection. Copies to be sold.

47. The book tables or other document in use for the time containing the general classification of goods carried by goods or merchandise train on the railways of the Company shall during all reasonable hours be open to the inspection of any person without the payment of any fee at every station at which goods or merchandise are received for transmission and such book tables or other document as annually revised shall be kept on sale at the principal office of the Company at a price not exceeding one shilling;

Terminal charges if any to be specified on application.

The Company shall within one week after application in writing made to the secretary of the Company by any person interested in the carriage of any goods which have been or are intended to be carried over the railway render an account to the person so applying in which the charge made or claimed by the Company for the carriage of such goods shall be divided and the charge for conveyance over the railway shall be distinguished from the terminal charges if any and if any terminal charge is included in such account the nature and detail of the terminal expenses in respect of which it is made shall be specified;

If the Company fail to comply with the provisions of this section they shall for each offence and in the case of a continuing offence for every day during which the offence continues be liable to a penalty not exceeding five pounds which penalty shall be recovered

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and applied in the same manner as penalties imposed by section 14 of the Regulation of Railways Act 1873.

36 & 37 Vict. c. 48.

Purchase of Louth and Lincoln Railway.

48. The Company shall purchase and the Louth Company shall sell and transfer the undertaking of the last-named Company (including in the same term "undertaking" all railways lands stations approaches sidings warehouses works and conveniences connected or held therewith and all the rights powers and privileges of the Louth Company with respect to their own or other undertakings) subject to all rentcharges created as the purchase money or compensation for lands or hereditaments taken or injuriously affected by the Louth Company for the purposes of their railway or works and subject to all contracts obligations debts and liabilities of the Louth Company but discharged as between the two Companies from all other unpaid purchase money for land and from all debentures debenture stock mortgages contracts obligations debts and liabilities of the Louth Company And all the powers and provisions of the Louth and Lincoln Railway Acts 1866 and 1872 or such of those powers and provisions as remain in force with respect to the levying of tolls rates and charges and the maintenance and management of the Louth Railway or otherwise shall apply to and be exercised by the Company after such transfer.

Saving agreement of 19th April 1866.

49. The terms of agreement between the two Companies set forth in the schedule to this Act are hereby confirmed and made binding on both Companies and on all persons purporting to be affected thereby as fully and effectually as though the said terms of agreement were expressly incorporated in and enacted by this Act Provided that until the undertaking of the Louth Company is vested in the Company by virtue of the provisions herein and in the said terms of agreement contained the agreement dated the 19th day of April 1866 and confirmed and rendered binding by the 41st section of the Louth and Lincoln Railway Act 1866 shall remain in force and the Company shall continue liable to the duties and the payments provided for in the said agreement.

Transfer to be evidenced by deed.

50. The transfer to the Company of the undertaking of the Louth Company shall be evidenced by a deed of conveyance in which the purchase money shall be fully and truly set forth and the Company shall produce such deed duly stamped with the proper ad valorem stamp duty to the Commissioners of Inland Revenue within three months from the date of vesting and if the Company shall not within the said period of three months produce to the said Commissioners such deed of conveyance duly stamped as aforesaid the ad valorem stamp duties with interest thereon at the rate of five pounds per centum per annum from the date of

vesting shall be recoverable from the Company with full costs of suit and all costs and charges attending the same. A.D. 1882.

Advertisement of winding up of Louth Company.

51. Within one calendar month after the passing of this Act the Louth Company shall publish notice of their intention to wind up their affairs and distribute their assets and such notice shall state that all persons having any charge lien or incumbrance other than a rentcharge affecting the Louth Railway or undertaking or having any claim against that Company shall send in particulars thereof in writing addressed to the secretary of that Company at their office at Louth in order that the same may be satisfied or discharged And such notice shall be advertised once in the "London Gazette" and twice in successive weeks in a newspaper published in London and in a newspaper published in Lincolnshire and all claims and demands whatsoever of which the Louth Company shall not have received notice in writing within six calendar months from the date of the last insertion of such notice shall be barred as against all parties and the rights of all persons therein or thereunder shall absolutely cease and determine.

Advertisement of distribution of balance of purchase money.

52. With a view to the distribution of the balance of the purchase money distributable as provided by the terms of agreement scheduled to this Act the persons charged by the said terms of agreement with such distribution (which persons are in the said terms of agreement and this Act referred to as "the trustees") shall as soon as may be after the discharge in the manner provided by the said terms of agreement of all debts and liabilities particulars of which shall have been sent in to them as herein-before provided give notice that they will on and after a day to be fixed in the notice make such distribution and the said notice shall be advertised once in the "London Gazette" and a circular letter shall be sent to the proprietors of shares of the Louth Company according to their addresses as they appear on the register of shareholders and the said notice and circulars shall specify the places and times at which such distribution will be made.

Payment into Court.

53. When the trustees are for six calendar months after the insertion of the said advertisments unable to ascertain the person to whom any part of the said moneys ought to be paid and who can give an effectual receipt for the same the trustees may at any time thereafter pay the same into the Chancery Division of the High Court of Justice in England under the Trustee Relief Act.

Dissolution of Louth Company.

54. From and after the execution by the Louth Company of the said deed of conveyance that Company shall continue in existence only for the purpose of applying and appropriating the said purchase money and winding up its affairs and when the said

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purchase money shall have been distributed as provided by this Act and the said terms of agreement the Louth Company shall be finally and absolutely dissolved and all minute books books of account vouchers instruments and documents belonging to the Louth Company at the time of the said dissolution and not then already delivered to the Company shall be delivered to and thenceforth be preserved by the Company.

Company may apply their funds towards purposes of Act and may raise additional capital.

55. The Company may apply to the purposes of this Act any of the moneys which they are already authorised to raise and which may not be required by them for the purposes for which the same were authorised to be raised and the Company may for the purposes of this Act and for the general purposes of their undertaking from time to time subject to the provisions of Part II. of the Companies Clauses Act 1863 raise in addition to the sums of money which they are already authorised to raise any additional sum or sums not exceeding in the whole one million five hundred thousand pounds by the issue at their option of new ordinary shares or stock or new preference shares or stock or wholly or partly by any one or more of those methods respectively which shares or stocks shall form part of the general capital of the Company.

Shares or stock not to vest until fifth part paid up.

56. The Company shall not 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 of the amount of such share or stock shall have been paid in respect thereof.

As to votes of proprietors of such shares.

57. The proprietors of any shares or stock to be issued under the authority of this Act shall be entitled to such number of votes in respect thereof as the nominal amount represented thereby would have entitled them to if the same had been original shares or stock of the Company.

Power to borrow on mortgage.

58. The Company may from time to time borrow on mortgage of their undertaking additional sums not exceeding in the whole five hundred thousand pounds in respect of the additional capital of one million five hundred thousand pounds by this Act authorised to be raised Provided that in respect of every one hundred thousand pounds of such additional capital issued and accepted and one-half whereof shall have been paid up the Company may borrow a sum or sums not exceeding in the whole thirty-three thousand pounds But no part of any of the before-mentioned sums of thirty-three thousand pounds shall be borrowed until shares for so much of the said portion of the additional capital in respect of which the borrowing powers are to be exercised as is to be raised by means of shares are issued and accepted and one-half of such capital is paid up and the

Company have proved to the justice who is to certify under the 40th section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such portion of additional capital have been issued and accepted and that one-half of such portion has been paid up and that not less than one-fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one-half of so much of such portion of the said additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as the said capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same 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.

59. All mortgages granted by the Company in pursuance of any Act of Parliament and which shall be subsisting at the time of the passing of this Act shall during the continuance of such mortgages and subject to the provisions of the Acts under which such mortgages were respectively granted have priority over any mortgages granted by virtue of this Act and nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Debenture stock.

60. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

61. All moneys raised by the Company under this Act whether by shares stock debenture stock or borrowing shall be applied only to the purposes of this Act and to the general purposes of the Company.

Receipt in case of persons not sui juris.

62. If any money is payable to a holder of shares or stock in the Company being a minor idiot or lunatic the receipt of the guardian

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or committee of his estate shall be a sufficient discharge to the Company.

Power to Great Northern and Great Eastern Joint Committee to apply corporate funds.

63. The Great Northern and Great Eastern Joint Committee may apply to the purposes of this Act which they are authorised to carry into effect any of the moneys which they have now in ~~th~~eir hands or which they have power to raise by virtue of any Acts relating to them and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Interest not to be paid on calls paid up.

64. The Company shall not out of any money by this Act authorised to be raised pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

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

Provision as to general Railway Acts.

66. Nothing in this Act contained shall exempt the Company 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.

Costs of Act.

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

SCHEDULE.

TERMS of AGREEMENT for Sale of LOUTH AND LINCOLN RAILWAY made between the GREAT NORTHERN RAILWAY COMPANY (herein-after called "the Great Northern Company") of the one part and the LOUTH AND LINCOLN RAILWAY COMPANY (herein-after called "the Louth Company") of the other part.

1. The Great Northern Company shall purchase and the Louth Company shall sell and transfer the undertaking of the last-named railway (including in the term "undertaking" all railways lands stations approaches sidings warehouses works and conveniences connected or held therewith and all the rights powers and privileges of the Louth Company with respect to their own or other undertakings) subject to all rentcharges created as the purchase money or compensation for land or hereditaments taken or injuriously affected by the Louth Company for the purposes of their railway or works but discharged as between the two Companies from all other unpaid purchase money for land and from all debentures debenture stock mortgages debts bonds contracts engagements and other pecuniary liabilities of the Louth Company.

2. The consideration or purchase money for the said sale shall be the sum of two hundred thousand pounds subject nevertheless to the deductions hereinafter mentioned if any and the said purchase money shall be paid to the trustees herein-after named on or before the second day of July one thousand eight hundred and eighty-three and on the said payment the undertaking of the Louth Company shall vest absolutely in the Great Northern Company and the said agreements of the nineteenth day of April one thousand eight hundred and sixty-six and of the ninth day of August one thousand eight hundred and seventy-seven shall cease to have effect without prejudice nevertheless to the right of the Great Northern Company to recover retain and enforce payment of the moneys secured to them by the last-mentioned agreement.

A. If it shall appear that the Louth Company have created any rentcharges or that there are any unpaid or unsatisfied vendors liens affecting the lands of the Louth Company and which may still be existing the Great Northern Company may deduct from the said sum of two hundred thousand pounds sums equivalent to the redemption of the said rentcharges and the satisfaction of the said liens at the rate of twenty-five years' purchase thereof.

B. On payment of the said sum of two hundred thousand pounds subject to the deductions above referred to (if any) the Louth Company shall hand over to the Great Northern Company all deeds muniments of title maps awards agreements instruments and documents relating to the land of the Louth Company and previously thereto the Louth Company shall on being

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required produce the same from time to time for the inspection of the Great Northern Company their solicitors and officers.

C. The two Companies may by agreement between themselves vary the date herein-before fixed for the payment of the purchase money and incidental thereto and such purchase money if not paid at the time appointed for payment thereof shall carry interest at the rate of five per centum per annum.

3. The purchase money and all the interest thereon (if any) shall be paid to Edward Heneage of Hainton Hall near Wragby Esquire M.P. Edmund Turnor of Panton Hall near Wragby aforesaid Esquire and William Robert Emeris of Louth Esquire and shall be held by them as trustees and applied by them as follows and in the following order:

A. In payment of all unpaid purchase money for land taken by the Louth Company under the powers of their Acts together with any interest that may be due thereon and with the costs of the vendors.

B. In payment of any balance due to the receiver in the action of Heneage and others versus the Louth and Lincoln Railway Company 1881 H. 1753 on passing his final account and in the payment of any costs not payable by the Great Northern Company under the provisions of these presents.

C. In payment of all principal money and interest owing on any debentures debenture stock or mortgages of the Louth Company.

D. In payment of all other liabilities of the Louth Company.

E. The balance available for division amongst the shareholders shall be distributed amongst them rateably as between shareholders of the same class according to the number of shares in that class held by them and in such proportions per ten pound shares as between shareholders of different classes that every holder of ten pound shares or a ten pound share of the first preference capital of the Louth Company shall in respect of every such share held by him receive three times as much and no more and that every holder of ten pound shares or a ten pound share of the second preference capital of the same Company shall in respect of every such share held by him receive two and a half times as much and no more as shall be payable to every holder of ten pound shares or a ten pound share of the ordinary share capital of the said Company in respect of every such share held by him.

4. If any of the three persons named in the preceding clause shall die or become in the opinion of the directors of the Louth Company unfit or incapable to act before the purchase money shall have been paid as aforesaid or after the same shall have been paid but before the complete distribution thereof (including in the term "distribution" payment into court under the provisions of the Trustee Relief Act in case the trustees are unable to ascertain the person to whom any part of the said purchase money ought to be paid and who can give an effectual receipt for the same) the board of directors for the time being of the Louth Company shall nominate in writing some other person or persons in substitution for the person or persons so dying or becoming unfit or incapable as aforesaid and notice of such nomination shall be given to the Great Northern Company and the person or persons so substituted shall thereupon have all the rights and powers hereby given to the said three persons named in the foregoing clause.

5. The receipts in writing of the Louth Company under their common seal authenticated by the signatures of the persons hereby appointed to receive the same (including any person or persons substituted as herein-before provided and all of whom are herein-after called the trustees) shall be an effectual discharge to the Great Northern Company for all moneys paid to them under these presents and the Great Northern Company shall not be bound to see to the application or be liable for any misapplication thereof.

6. If any dispute shall arise as to any claim for money due from the Louth Company no action shall be brought in respect thereof but the question at issue shall be decided in a summary manner in the said action of Heneage and others versus the Louth and Lincoln Railway Company 1881 H. 1753.

7. The Great Northern Company shall pay towards the costs of the Louth Company of and incident to these terms of agreement including all proceedings necessary for the due performance thereof the sum of three hundred pounds.

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