CHAPTER lxxv.

An Act to confer further powers upon the Great Northern Railway Company with respect to their own undertaking and to vest in that Company the undertaking of the Hunslet Railway Company to empower the Stamford and Essendine Railway Company to lease their undertaking to the Great Northern Railway Company to vest the undertaking of the Halifax High Level Railway Company in the Great Northern Railway Company and the Lancashire and Yorkshire Railway Company jointly and for other purposes. [3rd July 1894.] A.D. 1894.

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 divert a footpath at Honington connected with their undertaking;

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

To raise capital for the purposes of this Act: Additional capital.

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

And whereas the Hunslet Railway Company (in this Act called "the Hunslet Company") were incorporated by the Hunslet Railway Act 1893 and authorised to construct a railway from the West Yorkshire Railway of the Company at Beeston to Leeds with a bridge across the River Aire between Leeds and Hunslet and for those purposes to raise three hundred and sixty thousand pounds by shares or stock and one hundred and twenty thousand pounds 56 & 57 Vict. cap. cli.

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by borrowing and by section 50 of the same Act the Company and the Hunslet Company were empowered to enter into and fulfil agreements with reference to the working use management and maintenance of the railway so authorised (in this Act called "the Hunslet Railway"):

And whereas the Hunslet Company have not constructed the railway or any of the works by the said Act authorised and it is expedient that the powers rights and privileges now vested in that company except the power to raise capital should be transferred to and vested in the Company in manner by this Act provided:

16 & 17 Vict cap. cxciv. 27 & 28 Vict. cap. ccxx.

And whereas the Stamford and Essendine Railway Company (in this Act called "the Stamford Company") who were incorporated by the Stamford and Essendine Railway Act 1853 have under the powers of that and the Stamford and Essendine Railway (Sibson Extension) Act 1864 constructed railways from Stamford in Lincolnshire to Essendine in Rutlandshire and from Stamford aforesaid to Sibson in Huntingdonshire which railways have been worked by the Company under an agreement between the Company and the Stamford Company dated the thirtieth day of December one thousand eight hundred and seventy-one but which expired on the thirtieth day of December one thousand eight hundred and ninety-two and are still being worked by the Company on the terms of that agreement:

And whereas by an agreement bearing date the fifteenth day of December one thousand eight hundred and ninety-three (a copy whereof is set forth in the schedule to this Act) the Stamford Company have agreed to grant to the Company and the Company have agreed to accept a lease in perpetuity (subject to determination by the Company as in the said agreement provided) of the said railways of the Stamford Company and it is expedient that the said agreement be confirmed:

47 & 48 Vict. cap. ccxlii.

And whereas by the Halifax High Level and North and South Junction Railway Act 1884 (in this Act called "the Act of 1884") the Halifax High Level and North and South Junction Railway Company (in this Act called "the Halifax Company") were incorporated and authorised to make and maintain the railways therein described as Railway No. 1 Railway No. 2 Railway No. 3 Railway No. 4 and Railway No. 5:

50 Vict. cap. xliv.

And whereas by the Halifax High Level and North and South Junction Railway Act 1886 (in this Act called "the Act of 1886") further powers were conferred on the Halifax Company in relation to their undertaking and an agreement (in this Act referred to as "the Halifax working agreement") made the twentieth day of August one thousand eight hundred and eighty-six between that Company

of the one part and the Company and the Lancashire and Yorkshire Railway Company (in this Act called "the two companies") of the other part for the working by the two companies of the said Railways No. 2 No. 4 and No. 5 (in this Act called "the Halifax Railway") for the period of nine hundred and ninety-nine years from the opening thereof for public traffic was scheduled to and confirmed by that Act:

And whereas by the Great Northern Railway Act 1887 the Halifax Company were authorised (section 59) to make a deviation in their said Railway No. 4 and (section 62) to abandon the construction of their said Railways No. 1 and No. 3 and a portion of their said Railway No. 4: 50 & 51 Vict. cap. xciii.

And whereas by the Lancashire and Yorkshire Railway Act 1888 the Halifax Company were empowered (section 61) to alter the levels of a portion of their said Railways No. 2 and No. 4: 51 & 52 Vict. cap. cxl.

And whereas by the Halifax High Level Railway Act 1892 (in this Act called "the Act of 1892") the name of the Halifax Company was changed to the Halifax High Level Railway Company: 55 & 56 Vict. cap. ci.

And whereas the Halifax Company have completed and opened the Halifax Railway and the same has been from the opening thereof and is now worked and used by the two companies under and in pursuance of the Halifax working agreement:

And whereas it is expedient that the undertaking of the Halifax Company (in this Act called "the Halifax undertaking") be transferred to and vested in the two companies upon the terms and conditions set forth in and subject to the provisions of this Act:

And whereas the share and loan capital of the Halifax Company consists of—

	£
Ordinary shares of £10 each to the amount of fully paid up	241,500
Preference shares of £10 each to the amount of fully paid up	28,500
Mortgage debentures to the amount of - - and	47,100
Debenture bonds redeemable on the first day of July one thousand eight hundred and ninety-four or at any time afterwards at six months notice to the amount of - -	6,230

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 and other works authorised by this Act and the lands to be taken for the purposes thereof and plans of the additional

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lands authorised to be taken under the powers of this Act and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of all such lands so far as those documents relate to lands in each county or division herein-after mentioned were duly deposited with the clerks of the peace for the west riding of Yorkshire for the counties of Cambridge Hertford London and Middlesex and for the parts of Kesteven 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:—

Short title.

1. This Act may be cited as the Great Northern Railway Act 1894.

Incorporation of general Acts.

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

The Lands Clauses Acts;

The Railways Clauses Consolidation Act 1845; and

Part I. (construction of a railway) and Part V. (amalgamation) of the Railways Clauses Act 1863.

Extending certain provisions of the Companies Clauses Consolidation Acts.

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):—

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

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

The conversion of borrowed money into capital;

The consolidation of shares into stock;

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

The making of dividends;

The giving of notices; and

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

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

Interpretation.

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:

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

"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 regards the parish of Saint Mary Islington mean the vestry clerk of the parish of Saint Mary Islington:

In Part V. of the Railways Clauses Act 1863 for the purposes of this Act—

"The amalgamated company" means the two companies and "the dissolved company" means the Halifax Company:

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 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 and may in the manner shown on the deposited plans divert such streets roads and footpaths as are shown thereon as intended to be diverted.

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

Railways at Finsbury Park.—A Railway (No. 1) 4 furlongs 3·77 chains in length wholly in the parishes of Saint Mary Islington in the county of London and Saint Mary Hornsey in the county of Middlesex commencing in the said Parish of Saint Mary Islington by a junction with the down slow line of the Company

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and terminating in the said parish of Saint Mary Hornsey by a junction with the said down slow line;

A Railway (No. 2) 4 furlongs 0·4 chains in length wholly in the said parishes of Saint Mary Islington and Saint Mary Hornsey commencing in the said parish of Saint Mary Islington by a junction with the down passenger line of the Canonbury Branch of the Company and terminating in the said parish of Saint Mary Hornsey by a junction with the intended Railway (No. 1) at a point about 240 yards measured in a southerly direction along the said down slow line from the bridge carrying the up line of the High Barnet Branch over the main line of the Company;

A Railway (No. 3) 3 furlongs 4·2 chains in length wholly in the said parish of Saint Mary Islington commencing by a junction with the said down line of the Canonbury Branch and terminating by a junction with the intended railway (No. 2) at or near the south-eastern side of Wells Road at a point about 9 yards from its junction with Stroud Green Road;

A Railway (No. 4) 4 furlongs 3·3 chains in length wholly in the said parishes of Saint Mary Islington and Saint Mary Hornsey commencing in the said parish of Saint Mary Islington by a junction with the down goods line of the Canonbury Branch and terminating in the said parish of Saint Mary Hornsey by a junction with the down goods line of the Company;

A Railway (No. 5) 5 chains in length wholly in the said parish of Saint Mary Islington commencing by a junction with the said intended Railway (No. 4) at a point about 65 yards south-west of the milk traffic shed of the Company at Finsbury Park Station and terminating by a junction with the coal sidings of the Company in Finsbury Park Coal Yard adjoining Stroud Green Road.

Railways to form part of Great Northern Railway.

6. The foregoing railways and the works connected therewith respectively executed under the authority of this Act shall for the purposes of tolls rates and charges and all other purposes whatsoever be part of the Great Northern Railway and be comprised in the undertaking of the Company.

Period for completion of railways.

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

Penalty unless railways are

8. 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 the public conveyance of passengers or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of such railway and the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the paymaster general for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening such line by unforeseen accident or circumstances beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Opened within the time limited.

9. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the "London Gazette" shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railways or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit and if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railways or railway in respect of which the penalty shall have been incurred or any part thereof have or has been abandoned be paid to such receiver or be applied in the discretion of the court as part of the

Application of penalty.

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assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid to the Company.

For the protection of the Gas Light and Coke Company.

10. The provisions of section 24 (For the protection of the Gas Light and Coke Company) of the Great Northern Railway Act 1887 shall in all respects extend and apply to and in relation to the railways by this Act authorised.

For the protection of sewers in the county of London.

11. Where 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 London County Council (herein-after in this Act referred to as "the council") or of any vestry or district board of works constituted under the Metropolis Management Act 1855 or any Act or Acts amending the same or extending the powers thereof or with any sewers or works to be made or executed by the council or the said boards or vestries or any of them or shall or may in any way affect the sewerage or drainage of the districts under their or either of their control the Company shall not commence such works until they shall have given to the council or to the district board or vestry as the case may be twenty-eight days previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the council or of such board or vestry as the case may be for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until the council or such board or vestry respectively shall have signified their approval of the same unless the council or such board or vestry as the case may be do not signify their approval disapproval or other directions within twenty-eight days after service of the said plan section and particulars as aforesaid and the Company shall comply with and conform to all orders directions and regulations of the council and of the respective district board or vestry as the case may be in the execution of the said works and shall provide by new altered or substituted works in such manner as the council or such boards or vestries respectively shall reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by reason of the said intended works or any part thereof and shall save harmless the council and the said boards and vestries respectively against all and every the 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 council or the said district board or vestry as the case may be at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the said council

or any district board or vestry may be put to by reason of such works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the council or such board or 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 council or the said district board or vestry as the case may be respectively as any sewers or works now or hereafter may be And nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the council or the said boards or vestries or any or either of them or of their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed.

Bridges over roads in the county of London.

12.—(1) Notwithstanding anything in this Act or on the deposited plans and sections where any bridge or works are constructed under the powers of this Act over any street or road within the county of London there shall be left a clear headway throughout above the existing surface of the street or road and a clear span throughout measured on the square in each case not less than the headways and spans herein-after mentioned (that is to say) :—

Parish.	Name of Road.	Railway on Deposited Plan.	Number on Deposited Plan.	Headway.	Span at Right Angles to Road.
				ft. in.	ft. in.
St. Mary Islington.	Seven Sisters Road.	No. 1	33	16 0	60 0
Ditto -	Ditto -	No. 2	,,	16 0	60 0
Ditto -	Ditto -	No. 3	,,	16 0	60 0
Ditto -	Ditto -	No. 4	,,	16 0	60 0
Ditto -	Stroud Green Road.	No. 1	110	15 0	53 0
Ditto -	Ditto -	No. 2	,,	15 0	53 0
Ditto -	Ditto -	No. 4	,,	15 0	53 0
Ditto -	Wells Road -	No. 2	100	15 0	40 0
Ditto -	Ditto -	No. 4	,,	15 0	40 0
Ditto -	Ditto -	No. 5	,,	15 0	40 0

(2) All bridges and works constructed as aforesaid shall be of a reasonably ornamental character and design and the abutments shall be faced with white glazed bricks and the bridges shall be made and maintained so as to prevent the dripping of water therefrom on any part of such street or road footway area or forecourt and so as to deaden so far as is practicable the sound of engines carriages and traffic passing over them and the parapets of such bridges shall be

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carried up to a height of not less than 9 feet above the level of the rails No bridge shall be constructed in such a manner as to cover the road under the same for a length exceeding 42 feet measured along the centre of the said road and no portion of any parapet of any such bridge shall be fixed so as to be at a less distance than shall be reasonably agreed upon by the council from any portion of the parapet of any other bridge and no portion of any of the intervening spaces shall at any time be covered over or occupied by any works of the Company unless with the previous consent in writing of the council.

(3) The Company shall not execute or commence the erection of any such bridge or works as aforesaid until they shall have given to the council twenty-eight days notice in writing of their intention to commence the same by leaving such notice at the office of the council with plans elevations sections and other necessary particulars of the construction of the said bridge and works and until the council shall have signified their approval of the same unless the council fail to signify such approval or their disapproval or other directions within twenty-one days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the council in the execution and subsequent maintenance of every such bridge and the works connected therewith and shall save harmless the council against all and every expense to be occasioned thereby and all such works shall be done to the reasonable satisfaction of the engineer or other officer of the council at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the council 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 council by the Company on demand.

As to alterations of bridges over Seven Sisters and Stroud Green Roads.

13. The Company shall replace the bridges at present carried on piers over Seven Sisters Road by iron girder bridges of one clear span over such road within twelve months from the date of the completion of the new bridges over the said road and shall replace the bridges at present carried on piers over Stroud Green Road by iron girder bridges of one clear span over such road within ten years from the date of the passing of this Act and as every such bridge shall be so replaced the piers now carrying the same shall be removed and the sites thereof shall be thrown into and form part of the public highway.

Exhibition of placards

14. The Company shall not affix or exhibit or permit to be affixed or exhibited on the street side of the parapet abutments or wing

walls of any bridge by this Act authorised to be constructed over any public street in the metropolis any placards or advertisements except such as relate to the business of the Company. in the county of London.

15. Notwithstanding anything contained in this Act or shown on the deposited plans it shall not be lawful for the Company within the county of London to encroach upon any part of the surface of any street or footway. Buildings not to be brought beyond general line &c.

16. The Company shall not erect any building on the eastern side of Isledon Road of a greater height than forty feet above the surface of the footway. Limiting height of building on eastern side of Isledon Road.

17. Any buildings erected on any land within the county of London acquired under this Act (except such buildings or parts of buildings as may be used for the purposes of railway works or a station) shall be subject to the provisions of the Acts relating to buildings in the metropolis. Buildings to be subject to Metropolitan Building Acts.

18. All works to be executed under the powers of this Act in the parish of Saint Mary Islington shall as between the Company and the vestry of the said parish be subject to the following provisions :— For the protection of the vestry of the parish of Saint Mary Islington.

(1) Before the Company shall break up any road street carriageway or footway or commence the construction of any part of the said railway or works within the said parish they shall give to the clerk of the Islington vestry notice in writing of their intention to break up or open such road street carriageway or footway or to commence the construction of such part of such railway or works and such notice shall be delivered personally or left at the vestry offices and be given not less than fourteen days before commencing the works anything contained in the Railways Clauses Consolidation Act 1845 to the contrary notwithstanding ;

(2) No road street carriageway or footway shall be broken up or opened except under and in accordance with the directions of the vestry or its surveyor provided such directions are given within fourteen days after the receipt of the notice mentioned in sub-section (1) ;

(3) The Company shall within six months after any part of any road street carriageway or footway shall have been first broken up replace the subsoil excavated and fill up and restore the same in a well-rammed and workmanlike manner and to the satisfaction of the vestry or its surveyor and the Company shall also at their own expense keep and maintain the said roads streets and footways in good and substantial repair in every respect to the reasonable satisfaction of the said surveyor

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for twelve months next after the same shall have been so restored as aforesaid;

(4) The Company shall at their own expense during the construction of any works hereby authorised in the said parish fence and guard and at night cause to be lighted and watched for the warning of passengers every such road street carriageway or footway and any sewer or drain opened or broken up by them in the said parish;

(5) Whenever the railways shall be carried over any public carriage road or public street it shall be done by means of iron girder bridges each bridge to be of one clear span with no piers on the public road or footway and no portion of any parapet of any such bridge shall be fixed so as to be at a less distance than shall be agreed upon between the Company and the vestry from any portion of the parapet of any other bridge and no portion of any of the intervening spaces shall at any time be covered over or occupied by any works of the Company Such bridges shall be made and thenceforth be maintained so as not to lessen the present clear width of any such road or street including the footway where a footway now exists and with such headway as may be agreed upon between the Company and the vestry throughout the whole width of such road or street The plans elevations and sections of the construction of the bridges shall be left at the vestry offices aforesaid fourteen days before the commencement of the work and such work shall not be commenced until the approval of the said vestry has been given thereto unless the vestry fail to signify their approval disapproval or other direction within twenty-eight days after the service of the said plans elevations and sections as aforesaid;

(6) All works in the said parish shall be executed within the time limited by this Act and there shall be no alteration in the level of the existing roads in the said parish without the previous consent of the vestry;

(7) The abutments of the proposed bridges over Seven Sisters Road Stroud Green Road and Wells Terrace shall be of a description to be approved of by the vestry or its surveyor and the construction of no abutment shall be commenced until the plans sections and elevations thereof shall have been approved by the vestry or its surveyor;

(8) No down pipe for the discharge of water shall project over or discharge upon any carriageway or footway in the said parish;

(9) The under side of the proposed bridges shall be so constructed as to effectually carry all drainage and water away and so that there shall be no leakage on the public carriageways or footways and shall be maintained in such condition at the expense of the Company All visible surfaces of the abutments of the proposed bridges and of the abutments of the existing bridges over Seven Sisters Road Stroud Green Road and Wells Terrace and of the walls between such abutments and the surfaces next the footways of the piers of the existing bridges over Stroud Green Road shall be faced at the expense of the Company with the best white glazed bricks and so maintained in perpetuity to the reasonable satisfaction of the vestry And screens shall be affixed and kept affixed at the sides of the said bridges;

(10) The Company shall replace the bridges at present carried on piers over Seven Sisters Road by iron girder bridges of one clear span over such road within twelve months from the date of the completion of the new bridges over the said road and shall replace the bridges at present carried on piers over Stroud Green Road by iron girder bridges of one clear span over such Road within ten years from the date of the passing of this Act;

(11) If any existing sewers drains gullies or footpaths in the parish shall be broken up opened disturbed cut through or interfered with by the Company's works the same shall be reinstated and made good by and at the expense of the Company to the reasonable satisfaction of the vestry or its surveyor;

(12) The Company shall on demand repay to the said vestry all expenses which may be incurred by the vestry by reason of the works of the Company in altering or making good and maintaining any sewers and drains hereafter affected by the works of the Company;

(13) The Company shall save harmless the said vestry against all and every expenses to be occasioned by the works of the Company and such works shall be executed under the direction superintendence and control of the surveyor of the said vestry at the cost in all respects of the said Company and all costs charges and expenses which the said vestry may incur by reason of the works of the Company whether in the execution of works the examination of plans or designs superintendence or otherwise under this Act shall be paid to the said vestry by the Company on demand and in default of payment shall be recoverable by the vestry with all costs charges and expenses attending the same by summary jurisdiction or by action at law as the vestry may determine;

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(14) While the Company are possessed under authority of this Act of any lands houses buildings or other property assessed or liable to be assessed to any parochial or other general or special rate and until the works of the Company existing or to be constructed under the authority of this Act in the said parish of Islington are assessed to an amount equal to or greater than the present rateable value of such works together with the aggregate amount of the rateable value of the said lands houses buildings and property in the last rate made by the said vestry prior to the Company becoming so possessed the Company shall make good any deficiency in such rates by reason of such lands houses buildings or property being taken or used by them for the purposes of this Act and such rates shall be computed according to the rate for the time being in force upon a rateable value equivalent to that at which such lands buildings and property respectively are now rated;

(15) The Company shall at their own expense deposit the subsoil excavated and the materials of every road street carriage or footway sewer drain or gully broken up or opened within the said parish of Islington at such place or places and in such manner as will occasion as little inconvenience as may be to the inhabitants of the said parish.

Footpath at Honington.

19. 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 work herein-after described and may exercise the powers herein-after mentioned 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 that purpose:—

Diversion of Footpath at Honington.—The Company may in the parish of Honington in the parts of Kesteven in Lincolnshire divert the public footpath leading from Honington to Carlton Scroope such diversion to commence in the existing footpath at a point about 20 yards measured in a southerly direction along the said footpath from the boundary fence on the south-eastern side of the Sleaford and Boston Railway of the Company and to terminate in the existing footpath at the point where it crosses the boundary fence on the north-western side of the property belonging or reputed to belong to the Company and when the said diversion is completed and open to the public the Company may stop up and discontinue as a public footpath and extinguish all rights of way in and over so much of the existing footpath

as lies between the commencement and termination of the proposed diversion.

As to vesting of site and soil of portion of footpath stopped up.

20. The site and soil of the footpath by this Act authorised to be stopped up and discontinued and the fee simple and inheritance thereof shall (subject to the acquisition of any existing private rights of way thereover by the Company) if the Company are or if and when under the powers of this Act or of any other Act already passed they become the owners of the lands on both sides thereof be from the time of the stopping up thereof absolutely vested in the Company subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway.

Substituted footpath to be repaired &c. as existing footpath.

21.—(1) Subject to the provisions of the last preceding section the diverted footpath constructed under the powers of this Act shall vest in and be repaired and maintained by the same bodies or persons (including the Company) as are now liable to repair and maintain the footpath for which the same is substituted.

(2) The certificate of two justices of the due completion of the said diverted footpath shall be conclusive evidence of the fact so certified and such certificate shall be obtained and the diverted footpath opened to the public before the existing footpath is interfered with except in so far as may be necessary for the construction and completion of such diverted footpath.

Power to Company to purchase additional lands.

22. 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 or by agreement for the improvement and enlargement of their railways stations and works and for the construction of new stations buildings and sidings and other the purposes of their undertaking the lands herein-after described which are delineated upon the deposited plans and described in the deposited books of reference and they may retain and hold such of the said lands as have already been purchased by them but they shall not deal with any of the said lands already purchased so as to create a nuisance:—

Holloway.—Certain lands in the parish of Saint Mary Islington in the county of London bounded on the north-west by property of or reputed to belong to the Company on the south-west by the back walls of the premises numbered with the even numbers from 20 to 42 inclusive in Burnard Terrace and on the north-east by the property of or reputed to belong to the Star Brush Company:

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Woolmer Green.—Certain lands in the parish of Welwyn in Hertfordshire adjoining the main line of the Company on each side thereof bounded on the south by the road leading from Welwyn to Datchworth Green and extending northwards for a distance of about 225 yards from the said road:

Shepreth.—Certain lands in the parish of Shepreth in Cambridgeshire adjoining the Cambridge Branch Railway of the Company on the north-west side thereof at Shepreth Station and bounded on the south-west by the public road leading from Shepreth to Harlton;

Certain other lands in the said parish of Shepreth on the south-east side of Shepreth Station Yard bounded on the north-west partly by property of or reputed to belong to the Company and partly by property of or reputed to belong to the Great Eastern Railway Company:

Cambridge.—Certain lands in the parish of Saint Andrew-the-Less otherwise Barnwell in Cambridgeshire known as Beales' Coal Yard bounded on the north and east by property of or reputed to belong to the Company on the west by Hills Road and on the south-west by the premises known as Vinter's Coal Yard:

Honington.—Certain lands in the said parish of Honington adjoining the Sleaford and Boston Railway of the Company on the south-eastern side thereof:

Wakefield.—Certain lands in the township of Stanley-cum-Wrenthorpe in the parish of Wakefield in the west riding of Yorkshire adjoining the West Yorkshire Railway of the Company on the eastern side thereof;

Certain other lands in the said township or parish adjoining the said railway of the Company on the eastern side thereof:

Wrenthorpe.—Certain lands in the said township of Stanley-cum-Wrenthorpe adjoining the West Yorkshire Railway of the Company on both sides thereof at Wrenthorpe North Junction:

Leeds.—Certain lands in the townships of Armley and Wortley in the parish of Leeds in the said west riding situated between the River Aire and the Leeds and Liverpool Canal bounded on the north and north-east by the River Aire on the south by property of or reputed to belong to the Leeds and Liverpool Canal Company on the south-east by property of or reputed to belong to the Company on the west by the viaduct carrying the Leeds and Thirsk Railway of the North Eastern Railway Company over the said canal and the River Aire and on the north-west by the road known as Canal Road or Viaduct Road:

Provided always that the Company shall not acquire more than an area of five hundred and seventy-eight square yards part of the lands numbered 1 on the deposited plans belonging or reputed to belong to the Leeds and Liverpool Canal Company and which part is shown on a plan signed by Mr. Charles White on behalf of that Company and by Mr. Richard Johnson on behalf of the Company and thereon edged in blue colours:

North Bierley.—Certain lands in the township of North Bierley in the parish of Bradford in the said west riding being the site of the road known as "Furnace Road" and leading to the Bierley Ironworks from and out of the road from Cleckheaton to Bradford.

Company may acquire easement only in lands at North Bierley.

23. The Company may in lieu of acquiring the lands at North Bierley by this Act authorised to be acquired acquire such easement and rights in and over such lands as they may require for the purpose of obtaining a right of way for themselves their officers and servants and persons going to or from the land of the Company on the north side of the said road with or without horses waggons and other vehicles and may give notice to treat in respect of such easement and rights and may in such notice describe the nature thereof and the several provisions of the Lands Clauses Acts inclusive of those with regard to arbitration and the summoning of a jury shall apply to such easement and rights as fully as if the same were lands within the meaning of such Acts Provided always that nothing herein contained shall authorise the Company to acquire by compulsion any such easement in case the owner of such lands in his particulars of claim shall require the Company to acquire the lands and the notice to treat for the acquisition of an easement shall be endorsed with the notice of this proviso.

For the protection of the Lowmoor Company Limited.

24. Nothing in this Act shall be construed to take away abridge or alter any rights of way the Lowmoor Company Limited may have over the said lands at North Bierley forming the site of Furnace Road.

Power to take easements &c. by agreement.

25. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which other than parties to the agreement have an interest) required for the purposes of this Act or any of the purposes of their undertaking in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

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Period for compulsory purchase of lands.

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

For the protection of the corporation of Wakefield.

27. The following provisions for the protection of the mayor aldermen and citizens of the city of Wakefield (in this section referred to as "the corporation") shall unless otherwise agreed in writing between the corporation and the Company have effect (that is to say):—

In constructing any works on the lands numbered on the deposited plans 1 and 2 in the parish of Wakefield—

(a) The Company shall make and maintain proper culverts for carrying away water from any watercourse or ditch that may be interfered with by any works constructed on the said lands such culverts to be constructed and maintained to the reasonable satisfaction of the city surveyor of the city of Wakefield;

(b) Any wing walls or abutments of the bridge or retaining walls to be erected on either side of the occupation road lying between the said lands numbered 1 and 2 shall be carried below the level of the invert of the sewer of the corporation constructed under such occupation road and shall be made to the satisfaction of the said city surveyor and shall be erected of sufficient strength to bear the weight at the back of the same without supports should it be necessary for the corporation to examine repair amend or cleanse such sewer.

For the protection of the Leeds corporation.

28. If the Midland Railway Company shall in pursuance of any powers conferred upon them in that behalf divert the footpath adjacent to the Midland Railway between Pepper Road and Wakefield Road referred to in section 35 sub-section (3) of the Hunslet Railway Act 1893 before the Company commence to construct the authorised Hunslet Railway across the existing footpath they shall construct the bridge referred to in the said enactment in the line of the diverted footpath and the provisions of the said section applicable to the bridge for carrying the existing footpath over the railway authorised by that Act shall apply to the bridge for carrying the diverted footpath over the railway.

Extending time for sale of certain superfluous lands.

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

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

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

Restrictions on displacing persons of labouring class.

30.—(1) The Company shall not under the powers of this Act purchase or acquire in any parish in the metropolis as defined by the Metropolis Management Act 1855 twenty or more houses nor shall the Company in any other city borough or urban sanitary district or any parish or part of a parish not being within an urban sanitary district so purchase or acquire ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until—

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

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

(2) The approval of the said Secretary of State or the Local Government Board (as the case may require) to any scheme under this section may be given either absolutely or conditionally and after the said Secretary of State or the Local Government Board (as

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the case may require) have approved of any such scheme he or they (as the case may require) may from time to time approve either absolutely or conditionally of any modifications in the scheme.

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

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

(4) Any provisions of any scheme under this section or any conditions subject to which the said Secretary of State or the Local Government Board (as the case may be) may have approved of any scheme or of any modifications of any scheme or subject to which he or they (as the case may require) may have dispensed with the above-mentioned requirement shall be enforceable by a writ of Mandamus to be obtained by the said Secretary of State or the Local Government Board (as the case may require) out of the High Court.

(5) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the said Secretary of State or the Local Government Board (as the case may require) by action in the High Court and shall be carried to and form part of the consolidated fund of the United Kingdom:

Provided that the Court may if it think fit reduce such penalty.

(6) For the purpose of carrying out any scheme under this section such scheme shall for all purposes be deemed to be an undertaking of the Company and the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands beyond the metropolis by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

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

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the date of such scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment:

Provided also that the said Secretary of State or the Local Government Board (as the case may require) may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as he or they may see fit.

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

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

(10) The said Secretary of State or the Local Government Board (as the case may require) may direct any inquiries to be held which he or they may deem necessary in relation to any scheme under this section and may appoint or employ inspectors for the purposes of any such inquiry and the inspectors so appointed or employed shall for the purposes of any such inquiry have all such powers as the inspectors of the Local Government Board have for the purposes of inquiries directed by the Local Government Board under the Public Health Act 1875.

(11) The Company shall pay to the said Secretary of State any expenses incurred by him in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector

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and a reasonable sum to be fixed by the said Secretary of State for the services of such inspector.

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

(13) Any houses on any of the lands shown on the deposited plans occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired by or on behalf of the Company and for which houses no substitutes have been or are directed to be provided by any scheme approved by the said Secretary of State or the Local Government Board (as the case may be) under the powers of any previous Act relating to the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition Provided that if the said Secretary of State or the Local Government Board (as the case may be) is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the said Secretary of State or the Local Government Board (as the case may be) they might have been sufficient to accommodate.

(14) For the purposes of this section the expression "labouring class" includes mechanics artizans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

Dissolution of Hunslet Company and transfer of powers to Company.

31.—(1) On the passing of this Act the Hunslet Company shall be and the same is hereby dissolved and all the rights powers privileges and authorities which by the Hunslet Railway Act 1893 are conferred upon the Hunslet Company are by this Act transferred to and vested in the Company who may in their own name and under their own seal or under the hands of their directors secretary officers and servants exercise all those rights powers privileges and authorities (except only the powers of raising money and powers

relating to the constitution and management of the Company which powers are by this Act repealed) as fully and effectually in all respects as the Hunslet Company or the directors secretary officers and servants of that Company as the case may be might have exercised the same if this Act had not been passed and the Company shall discharge and fulfil all liabilities and obligations (so far as such liabilities and obligations are not otherwise discharged fulfilled released or arranged for) of the Hunslet Company under the said Act and under all contracts and agreements entered into by them or on their behalf in reference to the Hunslet Railway or connected therewith.

(2) Any contract or agreement with reference to the discharge of the liabilities of the Hunslet Company shall endure remain and be valid and binding in favour of the Company.

Hunslet Railway to become after transfer part of the undertaking of the Company.

32. All the provisions of the Hunslet Railway Act 1893 relating to the Hunslet Company except those relating to the constitution and to the share and loan capital of that Company shall (so far as applicable) have effect as if the Company had been named throughout the same instead of the Hunslet Company and the undertaking authorised by that Act shall subject to the provisions of the said Act become part of the undertaking of the Company.

Penalty imposed unless the Hunslet Railway is opened within the time limited.

33. If the Company fail within the period limited by the Hunslet Railway Act 1893 to complete the railways authorised by that 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 said railways are completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the works 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 and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the paymaster general for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the said railways by unforeseen accident or circumstances beyond their control Provided that the

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want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty in respect of Hunslet Railway.

34. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the "London Gazette" shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the said railways or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Hunslet Company by the Hunslet Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit and if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railways or railway in respect of which the penalty shall have been incurred or any part thereof have or has been abandoned be paid to such receiver or be applied in the discretion of the court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid to the Company.

Release of Hunslet Company's deposit.

35. In consideration of the liability of the Company to the penalties by this Act provided sections 41 and 42 of the Hunslet Railway Act 1893 (relative to the deposit) are by virtue of this Act repealed And the High Court may at any time after the passing of this Act but without requiring the production of a certificate of the passing of the Hunslet Railway Act 1893 order (according to the provisions of the Parliamentary Deposits Act 1846) the payment or transfer to the person or persons to whom the same has been assigned or to such person or persons as they may appoint of the sum of sixteen thousand seven hundred and eighty-one pounds ten shillings and twopence two and three-quarters per centum consolidated stock now in court in respect of the railways authorised by the Hunslet Railway Act 1893 and any interest or dividend payable thereon.

Directors of Hunslet Company to wind up affairs.

36. The directors of the Hunslet Company who are in office at the time of the passing of this Act and the survivors or survivor of them may notwithstanding the dissolution of that Company continue to act and may take any proceedings necessary or proper for winding up the affairs of that Company and distributing the assets thereof (if any).

Confirming agreement between the Company and the Stamford Company.

37. The agreement between the Stamford Company and the Company as set forth in the schedule to this Act is hereby confirmed and made binding on the parties thereto.

Transfer of Halifax undertaking to the two companies.

38.—(1) The Halifax Company shall sell and transfer and the two companies shall purchase the Halifax undertaking for the consideration upon the terms and conditions and subject to the provisions of this Act in that behalf.

(2) The Halifax undertaking shall include all the railways sidings stations works and conveniences lands (including superfluous lands) buildings tenements and hereditaments and all other the property whatsoever belonging to the Halifax Company and also includes the power of demanding and taking tolls rates and charges and all other rights powers and privileges vested in or exerciseable or enjoyed by the Halifax Company under any Act of Parliament except the right of raising capital but shall not include any moneys at the time of the completion of such purchase standing to the credit of the Halifax Company at their bankers.

(3) The consideration for the sale and purchase shall be as follows :—

(a) The issue by the two companies in equal moieties of debenture stock of the two companies respectively (bearing interest after the rate of three pounds per centum per annum) to the holders of the forty-seven thousand one hundred pounds mortgage debentures of the Halifax Company in exchange for a release of all claims of and by the holders of such mortgage debentures against the Halifax undertaking and the Halifax Company and such issue shall be made in such manner as the directors of the Halifax Company shall reasonably require to give effect to the said exchange and release upon the following terms namely that for every sum of one hundred and eight pounds six shillings and eightpence principal money represented by such debenture stock of the two companies respectively a sum of one hundred pounds principal money represented by mortgage debentures of the Halifax Company shall be released and the directors of the Halifax Company shall use their best endeavours to arrange the said exchange and release so that the debenture stock of the two companies to be issued in exchange for the mortgage debentures of the Halifax Company shall as far as practicable be of equal amount ;

(b) The payment in equal moieties by the two companies to the Halifax Company of the sum of six thousand two hundred and thirty pounds in cash prior to the first day of July one thousand eight hundred and ninety-four to enable the Halifax

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Company to discharge their debenture bonds redeemable on the first day of July one thousand eight hundred and ninety-four (or at six months notice); and

(c) The further payment in equal moieties by the two companies to the Halifax Company on twenty-one days notice in writing given by the Halifax Company to the two companies and at such convenient date as may be specified in such notice by the Halifax Company within six months after the passing of this Act of the sum of two hundred and seventy-four thousand four hundred and seventy-nine pounds twelve shillings and sixpence in cash to be applied together with any other assets of the Halifax Company in the discharge of all outstanding liabilities of that Company not taken over by the two companies under the provisions of this Act and the ultimate balance shall be distributed amongst the shareholders of the Halifax Company in manner provided by this Act.

(4) Until the issue and payment by the two companies of the said consideration in accordance with the provisions of this Act the two companies shall as and from the thirtieth day of June one thousand eight hundred and ninety-three pay to the Halifax Company (in lieu of tolls and charges receivable by that Company under clauses 22 23 and 24 of the Halifax working agreement) such a sum as will be sufficient to enable that Company to pay the interest on their said mortgage debentures and bonds the dividend on their preference shares and the interest on any moneys not exceeding six thousand one hundred and fifteen pounds borrowed from and owing to their bankers together with a sufficient sum to enable the Halifax Company to pay a dividend at the rate of three pounds per centum per annum on their ordinary shares and a further sum not exceeding two hundred pounds per annum to cover incidental current expenses of the Halifax Company Such payments shall be made at the end of each half-year from the thirtieth day of June one thousand eight hundred and ninety-three until the final winding up of the Halifax Company when the proper proportion of the accrued interest and charges herein-before mentioned for the then current half year to the date of settlement shall be paid to the Halifax Company by the two companies.

(5) On the issue and payment by the two companies of the said consideration in manner aforesaid the Halifax undertaking shall subject to the provisions of this Act be transferred to and vested in the two companies jointly and for their joint and equal use and benefit as on and from the first day of July one thousand eight hundred and ninety-three which day is herein-after referred to as "the date of vesting."

(6) On the vesting of the Halifax undertaking in the two companies all the unexercised powers of the Halifax Company of raising capital by the creation and issue of shares and of raising money by mortgages and debenture stock shall be and the same are hereby extinguished.

(7) The transfer and vesting shall be evidenced by a deed of conveyance duly stamped and truly stating the consideration and the two companies shall produce such deed duly stamped as aforesaid to the Commissioners of Inland Revenue within six months from the passing of this Act and in default of such production the ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the passing of this Act to the day of payment shall be recoverable from the two companies with full costs of suit and all costs and charges attending the same in any court of competent jurisdiction.

(8) The purchase shall be completed within six months after the passing of this Act.

(9) The two companies shall finish and complete the Wheatley goods station on the Halifax Railway at their own expense and the Halifax Company shall in accordance with the plans specifications and contracts as now let and to the reasonable satisfaction of the engineers of the two companies complete and bear the cost of the approach road to that station.

(10) As from the thirtieth day of June one thousand eight hundred and ninety-three the two companies shall take upon themselves and perform all continuing contracts agreements covenants and liabilities entered into or incurred by the Halifax Company relating to the Halifax undertaking (except any contract as aforesaid relating to the said approach road to the Wheatley goods station) and shall indemnify the Halifax Company against all actions claims and demands in respect thereof (except as aforesaid) but the Halifax Company shall pay and discharge and indemnify the two companies against all outstanding claims demands debts and liabilities incurred by them in respect of the Halifax undertaking prior to the said thirtieth day of June one thousand eight hundred and ninety-three and not taken over by the two companies under the Halifax working agreement.

(11) The Halifax Company shall not as from the said thirtieth day of June one thousand eight hundred and ninety-three enter into any new or further contracts or obligations which would affect the Halifax undertaking or sell or part with any of their property or execute any works without the consent in writing of the two companies and the Halifax Company shall account to the two companies half-yearly for the rents of all surplus lands or any other

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incidental revenue received by the Halifax Company after the thirtieth day of June one thousand eight hundred and ninety-three as against an equal part of the moneys payable by the two companies to enable the Halifax Company to pay debenture interest dividends and current expenses after that date.

(12) The two companies shall subject to the completion by and at the cost of the Halifax Company of any purchases of lands or easements not yet completed (if any) accept such title as the Halifax Company possess to the property hereby agreed to be sold but it shall be lawful for the two companies to require at the cost of the Halifax Company such further assurances as the two companies may reasonably deem necessary for the purpose of constituting a safe holding title to any property of the Halifax Company.

(13) The two companies shall be entitled to all deeds muniments of title maps awards agreements instruments and documents relating to or connected with the Halifax undertaking together with the seal and the share registers of the Halifax Company and all other books and papers relating to that Company and the same shall be handed over by the Halifax Company within one month after the completion of the purchase to and shall be retained by the two companies but the Halifax Company shall have access at all reasonable times afterwards to such documents and the use of the said seal for the purpose of liquidating their affairs.

(14) The two companies shall pay to the Halifax Company all reasonable costs charges and expenses of the Halifax Company and of their solicitors parliamentary agents and counsel of and incidental to the purchase of the undertaking the convening and holding of meetings of the shareholders of the Halifax Company and obtaining their sanction to the same as also the sanction of the debenture holders to the substitution of their securities the preparation and promotion of the Bill for this Act the conveyance or transfer of the Halifax undertaking to the two companies the distribution of the purchase money the winding up and dissolution of the Halifax Company and any other incidental costs of the Halifax Company pending completion of the purchase and final dissolution of the Halifax Company.

Application of purchase-money of Halifax undertaking.

39. The said consideration moneys of six thousand two hundred and thirty pounds and of two hundred and seventy-four thousand four hundred and seventy-nine pounds twelve shillings and sixpence to be paid by the two companies to the Halifax Company and all other moneys belonging to the Halifax Company shall be applied by the directors of the Halifax Company in the manner following :—

As to the said sum of six thousand two hundred and thirty pounds—

In paying off all moneys owing by the Halifax Company to the holders of the debenture bonds of that Company redeemable on the first day of July one thousand eight hundred and ninety-four or at six months notice:

And as to the said sum of two hundred and seventy-four thousand four hundred and seventy-nine pounds twelve shillings and sixpence and all other moneys belonging to the Halifax Company—

(1) In paying off in accordance with their several priorities all moneys owing by the Halifax Company on mortgage bond or other charge on the Halifax undertaking (other than the mortgage debentures and debenture bonds) with interest thereon up to the date of payment;

(2) In discharging all outstanding debts and liabilities of the Halifax Company which shall not have been so secured;

(3) In paying to every holder of preference shares in the Halifax Company the sum of ten pounds for every such share held by him;

(4) In making a division of the residue amongst all the holders of the ordinary shares of the Halifax Company in proportion to their several holdings:

And the directors of the Halifax Company may exercise all powers and do all acts necessary or proper for the foregoing purposes respectively and for winding up the affairs of the Halifax Company.

Receipt for purchase-money.

40. The receipt in writing of three of the directors of the Halifax Company for any money to be paid to the Halifax Company by the two companies shall effectually discharge the two companies from the sum which in such receipt shall be acknowledged to have been received and from being concerned to see to the application thereof and from being answerable or accountable for the loss misapplication or non-application thereof.

Halifax Company's books evidence as to share-holders &c.

41. The several persons who appear in the books of the Halifax Company at the date of vesting to be proprietors of shares or stock in the capital of the Halifax Company shall unless the contrary is proved to the satisfaction of the directors thereof be considered to be shareholders or stockholders thereof for the purposes of the distribution of the Halifax Company's assets.

Payment into court by directors of the Halifax Company.

42. Where the directors of the Halifax Company are for twelve months after the passing of this Act unable after diligent inquiry to ascertain the person to whom any debenture stock issued or any

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moneys payable under the provisions of this Act ought to be issued or to whom any money ought to be paid in accordance with the provisions of this Act and who can give an effectual receipt for the same they may at any time thereafter dispose of the same under the Acts for the relief of trustees.

Receipt of executors of shareholders &c. to be a discharge.

43. The receipt of the executors or administrators of a shareholder or stockholder in the Halifax Company shall be an effectual discharge to the Halifax Company and to the directors thereof for so much money as is therein expressed to be received and shall exonerate them from any obligation affecting the shares or stock in respect of which such money is paid.

Debenture stocks and cash to be accepted by holders of Halifax mortgage debentures and preference shares in full discharge.

44. The debenture stock issued by the two companies to the holders of mortgage debentures of the Halifax Company and the sums paid by the Halifax Company to the holders of preference shares of that Company shall respectively be received by such holders respectively in exchange for and in full satisfaction of their rights in respect of such existing mortgage debentures and preference shares respectively.

Substituted stock to be held on same trusts as securities for which it is substituted.

45. All debenture stock issued by the two companies to holders of mortgage debentures of the Halifax Company under the powers of this Act shall be held subject to the same trusts and obligations as those upon or to which the mortgage debentures of the Halifax Company in respect of which such stock is substituted were immediately before the date of such issue held or subject and so as to give effect to and not revoke any deed or other instrument or any testamentary or other disposition of or affecting any such mortgage debentures of the Halifax Company and every such deed or other instrument or testamentary disposition affecting such mortgage debentures shall take effect with reference to the whole or a proportionate part as the case may be of the stock so substituted therefor.

The two companies to provide consideration for Halifax undertaking in equal shares.

46. The two companies shall provide the consideration for the sale and transfer of the Halifax undertaking in equal shares Provided that they respectively may issue any debenture stock and contribute the cash to be issued and paid by them in pursuance of this Act as the consideration for the sale and transfer of the Halifax undertaking in such proportions as they may agree to equalise their shares of such consideration.

Additions to the two companies debenture stock.

47. The debenture stocks of each of the two companies shall be increased by addition thereto in the manner and to the extent necessary to give effect to the provisions of this Act relating to the transfer of the Halifax undertaking.

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Winding-up and dissolution of Halifax Company.

48. When and so soon as the debenture stocks have been issued by the two companies in pursuance of this Act and the moneys aforesaid have been distributed by the directors of the Halifax Company and all debts and liabilities of the Halifax Company have been paid satisfied and discharged either by novation with the two companies or otherwise and the affairs of the Halifax Company have been wound up the Halifax Company shall be by virtue of this Act dissolved.

As to joint committee for working &c. the Halifax Railway.

49.—(1) From and after the date of vesting the Halifax undertaking shall be worked and managed by a joint committee (in this Act called "the Halifax joint committee") and the Halifax joint committee subject to the provisions of any agreement in that behalf made between the two companies shall have and may exercise all the rights powers privileges and authorities by this Act transferred to and vested in the two companies in relation to the Halifax undertaking.

(2) The persons for the time being forming the joint committee of the two companies constituted under the agreement between the two companies scheduled to and confirmed by the Halifax and Ovenden Junction Railway Act 1870 shall be the Halifax joint committee.

(3) Subject to the provisions of any such agreement as may be made between the two companies the rules and regulations with respect to the meeting procedure conduct of business and appointment of officers clerks and servants applicable to the Halifax and Ovenden joint committee shall extend and apply mutatis mutandis to the Halifax joint committee subject to such alterations as the two companies may from time to time mutually agree.

Saving rights of the Postmaster General.

50. Nothing in this Act shall affect the rights of the Postmaster General under the Telegraphic Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking authorised by the Hunslet Railway Act 1893 or in the Halifax undertaking and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertakings respectively for the purposes in the Telegraph Act 1878 specified and the Postmaster General shall after the passing of this Act be at liberty to exercise all the rights aforesaid notwithstanding that the rights powers and authorities with reference to the undertaking authorised by the Hunslet Railway Act 1893 are transferred to and vested in the Company and notwithstanding that the Halifax undertaking is transferred to and vested in the two companies.

A.D. 1894.

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

51. The Company may apply to the purposes of this Act to which capital is properly applicable any of the moneys which they are already or which by virtue of any Act to be passed during the present session of Parliament they may be authorised to raise and which may not be required by them for the purposes for which the same were authorised to be raised 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 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 stock shall form part of the general capital of the Company and such new ordinary shares or stock may if the Company think fit be created and issued in accordance with the provisions of section 7 of the Great Northern Railway (Capital) Act 1890.

Shares not to vest until one-fifth part paid up.

52. The Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person accepting the same unless and until a sum not being less than one-fifth of the amount of such share shall have been paid in respect thereof.

Votes in respect of new shares.

53. The Company may from time to time if they think fit attach to all or any new shares or any class of new shares created under the powers of this Act any total or partial permanent or temporary restriction of the rights of voting and other qualification of the holders thereof Shares to which any such restriction shall be attached shall be distinguished by some special designation.

Shares of same class to have like privileges.

54. All shares of the same class created by the Company under this Act shall confer like privileges and shall bear like dividends or interest and be subject to like restrictions if any.

Power to borrow on mortgage.

55. The Company may from time to time borrow on mortgage of their undertaking additional sums not exceeding in the whole one hundred and sixty-five thousand pounds in respect of the additional capital of 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 fortieth 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.

56. 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 but 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.

57. 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.

58. 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 being in every case purposes to which capital is properly applicable.

A.D. 1894.

Receipt in case of persons not sui juris.

59. If any money is payable to a holder of shares or stock in or of a mortgage or debenture stock of the Company being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to Lancashire and Yorkshire Railway Company to raise additional capital.

60. The Lancashire and Yorkshire Railway Company from time to time may for the purposes of this Act to be executed by them raise by the creation and issue of shares or stock such additional capital as they shall think necessary not exceeding one hundred and forty-two thousand seven hundred pounds exclusive of the moneys which they are or may be authorised to raise by any other Act or Acts of Parliament and the Lancashire and Yorkshire Railway Company may create and issue such shares or stock either wholly or partly as ordinary or wholly or partly as preferential shares or stock as they may think fit.

Shares not to be issued by Lancashire and Yorkshire Railway Company until one-fifth part thereof shall have been paid up.

61. The Lancashire and Yorkshire Railway Company shall not issue any share created under the authority of this Act of less nominal value than ten pounds nor shall any such share vest in the person accepting the same unless and until a sum not being less than one-fifth of the amount of such share shall have been paid in respect thereof.

Qualifications of new shares or stock of Lancashire and Yorkshire Railway Company.

62. Except as by or under the powers of this Act otherwise provided the new ordinary shares or stock issued under the powers of this Act by the Lancashire and Yorkshire Railway Company shall in proportion to the aggregate amount thereof from time to time held by the same person at the same time entitle the respective holders thereof to the same dividends and profits and confer on them the like qualifications and the like right of voting as the like amount of existing ordinary shares or stock of the Lancashire and Yorkshire Railway Company.

Power to Lancashire and Yorkshire Railway Company to raise capital under any other Act and this Act by new shares or stock of one class.

63. Subject to the provisions of any Act already passed by which the Lancashire and Yorkshire Railway Company are authorised to raise capital by new shares or stock and to the provisions of this Act and any other Act passed in the present session of Parliament whether before or after the passing of this Act by which the Lancashire and Yorkshire Railway Company may be authorised to raise capital by new shares or stock that Company if they think fit may raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to raise by the creation and issue of new shares or stock.

Power to Lancashire and York-

64. The Lancashire and Yorkshire Railway Company may in respect of the additional capital of one hundred and forty-two

thousand seven hundred pounds which they are by this Act authorised to raise from time to time borrow on mortgage of their undertaking any sum not exceeding in the whole forty-seven thousand five hundred and sixty-six pounds but no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted and one-half of such capital is paid up and the Lancashire and Yorkshire Railway 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 capital have been issued and accepted and that one-half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such 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 the said additional capital as is to be raised by means of stock is fully paid up and the Lancashire and Yorkshire Railway 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 Lancashire and Yorkshire Railway 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.

Lancashire and Yorkshire Railway Company in borrow on mortgage.

65. The mortgages and bonds granted by the Lancashire and Yorkshire Railway Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the time of the passing of this Act shall during the continuance of such mortgages and bonds but subject to the provisions of the Acts under which such mortgages and bonds 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 Lancashire and Yorkshire Railway Company.

Former mortgages by Lancashire and Yorkshire Railway Company to have priority.

66. The Lancashire and Yorkshire Railway Company may apply to the purposes of this Act to be executed by them and to which capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise by virtue of any Acts relating to the Lancashire and Yorkshire Railway Company

Power to Lancashire and Yorkshire Railway Company to apply cor-

porate funds to purposes of Act.

and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Debenture stock of Lancashire and Yorkshire Railway Company.

67. The Lancashire and Yorkshire Railway 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 Lancashire and Yorkshire Railway Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by that Company and shall have priority over all principal moneys secured by such mortgages.

Application of moneys by Lancashire and Yorkshire Railway Company.

68. All moneys raised by the Lancashire and Yorkshire Railway Company under this Act whether by shares stock debenture stock or borrowing shall be applied for the purposes of this Act and for the general purposes of the Lancashire and Yorkshire Railway Company being in each case purposes to which capital is properly applicable.

Receipt in case of Lancashire and Yorkshire Railway Company's shareholder &c. not sui juris.

69. If any money is payable to a holder of shares or stock in or of a mortgage or debenture stock of the Lancashire and Yorkshire Railway Company being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to that Company.

Interest not to be paid on calls paid up.

70. No interest or dividend shall be paid out of any share or loan capital which the Company or the Lancashire and Yorkshire Railway Company are by this or any other Act authorised to raise 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 or the Lancashire and Yorkshire Railway 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.

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

71. The Company or the Lancashire and Yorkshire Railway 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 or the Lancashire and Yorkshire Railway Company to construct any other railway or to execute any other work or undertaking.

Provision as to general railway Acts.

72. Nothing in this Act contained shall exempt the Company or the Lancashire and Yorkshire Railway Company or their respective 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.

73. 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.

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The SCHEDULE referred to in the foregoing Act.

AN AGREEMENT made the fifteenth day of December One thousand eight hundred and ninety-three between THE STAMFORD AND ESSENDINE RAILWAY COMPANY (herein-after called "the Stamford Company") of the one part and THE GREAT NORTHERN RAILWAY COMPANY (herein-after called "the Great Northern Company") of the other part.

WHEREAS the Stamford Company under the authority of the Stamford and Essendine Railway Act 1853 the Stamford and Essendine Railway Act 1857 and the Stamford and Essendine Railway (Sibson Extension) Act 1864 have constructed and are the owners of railways from Stamford to Essendine and Stamford to Sibson which railways have since the first day of January one thousand eight hundred and seventy-two been worked by the Great Northern Company on the terms of an agreement between the two companies dated the thirtieth day of December one thousand eight hundred and seventy-one which agreement expired on the thirtieth day of December one thousand eight hundred and ninety-two:

And whereas it has been agreed between the parties hereto that the railways and undertaking of the Stamford Company (except as herein-after mentioned) shall be leased by that Company to the Great Northern Company on the terms and subject to the provisoes and stipulations herein-after contained:

Now these presents witness that it is hereby mutually agreed between the parties hereto for themselves their successors and assigns as follows (that is to say):—

1. The Stamford Company shall as beneficial owners grant to the Great Northern Company and the Great Northern Company shall accept and take from the Stamford Company a lease of all and singular the railways stations buildings works conveniences lands property rights and privileges of the Stamford Company (herein-after in this agreement referred to as "the said undertaking") except the Horse Bridge at Sibson and the lands and approaches to the said bridge in the parishes of Sutton and Sibson lying between the line of the Sibson Extension Railway and the Great North Road and except also the following superfluous lands lying outside the line of the Sibson Extension Railway namely No. 10 in the hamlet of Pilsgate and parish of Barnack being 3 roods or thereabouts of pasture land lying between the line and the River Welland and 2 roods and 11 perches or thereabouts of pasture land lying between the line and the Midland Railway and 12 perches of pasture land No. 25 in the parish of Barnack on the Bainton Road and adjoining the line and 1 rood and 5 perches or thereabouts of land No. 5 in Barnack lying between the line and the Midland Railway together with (by way of grant and not by way of exception) the sole and exclusive right of fixing tolls rates fares and charges for user of and other details of working and management of the said undertaking and the benefit of all contracts agreements and arrangements made by the Stamford Company with any other Company or person in respect of the

said undertaking or the working thereof and all powers rights and privileges vested in the Stamford Company To hold the premises so to be granted as aforesaid to the Great Northern Company their successors and assigns in perpetuity from the first day of January one thousand eight hundred and ninety-four at the rent herein-after specified but subject to determination by the Great Northern Company as herein-after provided.

2. The rent to be paid by the Great Northern Company to the Stamford Company shall be 3,000*l.* a year for the first ten years of the said term and thereafter 3,500*l.* a year subject to increase as herein-after provided Such rent to be payable quarterly on the first day of April the first day of July the first day of October and the first day of January in each year during the continuance of the said term free from all deductions except income or property tax the first of such quarterly payments to become due and payable on the first day of April next.

3. If at any time the railways of the Stamford Company or any part thereof be made or become part of a new through line of railway to London with the consent of the Great Northern Company then as from the quarter day immediately following the date when such new through line shall have been opened for public traffic the rent herein-before specified shall be increased by the sum of 750*l.* a year for five years and on the expiration of such five years the total rent shall thenceforth during the said term be increased to 5,060*l.* a year payable quarterly as aforesaid.

4. If such new through line to London shall be made to pass through the present borough of Stamford or to take the railways of the Stamford Company or any part thereof without the consent and in spite of the opposition of the Great Northern Company then the Great Northern Company may give twelve months notice in writing to the Stamford Company that they desire to determine this agreement or any lease made in pursuance thereof on the thirty-first day of December next after the opening of such new line for public traffic and thereupon on such day this agreement and any lease made in pursuance thereof shall absolutely determine and the Stamford Company shall forthwith pay to the Great Northern Company the value on the day of the determination of the said lease (but not exceeding 15,000*l.*) of such additional works or improvements as may have been executed or expended on the said undertaking by the Great Northern Company on capital account during the continuance of the said term and in case such sum cannot be agreed upon by and between the companies parties hereto such sum shall be settled by arbitration in the manner prescribed by the Railway Companies Arbitration Act 1859 or any statutory modification thereof for the time being in force.

5. The said lease shall contain covenants on the part of the Great Northern Company with the Stamford Company to the following effect (that is to say):—

(A) That the Great Northern Company will during the continuance of the said term pay to the Stamford Company the said rent herein-before specified free from all deductions (except income or property tax) and will during the continuance of the said term pay all the rates tithes taxes assessments parliamentary or parochial and other outgoings except income or property tax that may during the continuance of the said term be charged assessed or imposed on the said undertaking:

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(B) That the Great Northern Company will during the continuance of the said term maintain and keep in good substantial and efficient repair and working condition the undertaking of the Stamford Company and so deliver up the same to the Stamford Company on the determination of the said term:

(C) That the Great Northern Company will during the continuance of the said term perform all the duties and obligations imposed upon the Stamford Company by the several agreements following (that is to say) An agreement dated the first day of July one thousand eight hundred and sixty-six made between the Stamford and Essendine Railway Company the Midland Railway Company and the Great Northern Railway Company and an agreement dated the nineteenth day of May one thousand eight hundred and seventy-three between the Marquis of Exeter of the first part the Great Northern Company of the second part the Stamford Company of the third part and the London and North Western Railway Company of the fourth part and an agreement dated the fourteenth day of September one thousand eight hundred and eighty-six made between the Stamford and Essendine Railway Company of the one part and Edward Christopher Blackstone and George Mills carrying on business as manufacturers of agricultural machinery and steam engines at Stamford aforesaid under the style or firm of "Jeffery and Blackstone" of the other part and will indemnify and save harmless the Stamford Company in respect of the said several agreements.

6. The said lease shall contain covenants on the part of the Stamford Company with the Great Northern Company to the following effect (that is to say):—

(A) That the Stamford Company will not during the continuance of the said term act as carriers or make or promote any new line of railway or interrupt impede or disturb the Great Northern Company in the working and carrying on of the said undertaking or the traffic thereof or do or suffer to be done any act or thing which might prejudicially affect the traffic or diminish the receipts of the said undertaking:

(B) That the Stamford Company will on the determination of the said lease by notice in writing from the Great Northern Company as herein-before provided pay to the Great Northern Company the value on the day of the determination of the said lease to be ascertained as aforesaid (but not exceeding the sum of 15,000*l.*) of such adidtional works or improvements as may have been expended on the said undertaking on capital account by the Great Northern Company during the continuance of the said term:

(C) That the Great Northern Company paying the rent herein-before specified and observing and performing the covenants by them herein-before specified may peaceably hold and enjoy the premises comprised in the said lease during the continuance of the said term without any interruption by the Stamford Company or any person claiming through them.

7. The lease shall also contain a proviso for re-entry by the Stamford Company in the event of the rent to be reserved by the said lease as herein-

before provided or any part thereof becoming in arrear for the space of sixty days next after any of the days whereon the same ought to be paid as aforesaid.

8. The Great Northern Company shall in the ensuing or next following session of Parliament apply for and use their best endeavours to obtain an Act of Parliament to enable the Stamford Company to grant and the Great Northern Company to take a lease of the undertaking of the Stamford Company in perpetuity upon the terms herein expressed subject only to such variations as may hereafter be agreed on between the two companies and the Stamford Company shall concur in the said application and use their best endeavours to secure the passing thereof.

9. The two companies parties hereto shall each bear their own respective costs of and incidental to the preparation of this agreement and of any lease to be granted in pursuance thereof and of obtaining the sanction of Parliament thereto respectively.

In witness whereof the Stamford Company and the Great Northern Company have hereunto affixed their respective common seals the day and year first before written.

The seal of the Stamford Company was affixed hereto in the presence of

H. Edwards
Secretary.

L.S.

The common seal of the Great Northern Railway Company was hereunto affixed in the presence of

L. C. Probyn
Director.

L.S.

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