CHAPTER cxxxviii.

An Act to confer further powers upon the Great Northern Railway Company to empower the Great Eastern Railway Company to grant a further lease of their Ramsey Railway to that Company to vest in the Great Northern and Great Eastern Joint Committee the undertaking of the Ramsey and Somersham Junction Railway Company and for other purposes. [20th July 1896.] A.D. 1896.

WHEREAS it is expedient that the Great Northern Railway Company (in this Act called "the Company") should be authorised—

To make and maintain the railways and works herein-after described;

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

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

And whereas by the Great Northern Railway Act 1892 (herein-after referred to as "the Act of 1892") the Company were authorised to construct amongst other railways certain railways in that Act called "Extensions of Leen Valley Railway" and it is expedient that the Company be authorised to abandon certain portions of such railways: 55 Vict. c. cxxi.

And whereas by the Great Northern Railway Act 1891 the Company were authorised to construct amongst other railways a railway (in that Act referred to as "Railway No. 11") at Keighley in the west riding of the county of York and it is expedient that the time limited for the completion of the said railway should be extended: 54 Vict. c. xix.

And whereas it is expedient that the powers of the Company for the compulsory purchase of lands in the parish of Saint Mary 56 & 57 Vict. c. xcviii.

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Hornsey which purchase was authorised by the Great Northern Railway Act 1893 should be extended:

And whereas great risk to the safety of the traffic on the railways of the Company and on the railways leased or worked by them is caused by persons trespassing thereon and interfering with the signals and other works and property of the Company and accidents have been occasioned and persons have been killed or seriously injured by reason of such trespassing and it is expedient that more effectual remedies should be provided for the prevention thereof:

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:

And whereas it is expedient that the powers herein-after contained be conferred upon the Company and upon the Lancashire Derbyshire and East Coast Railway Company with respect to the running over and using by each of them of portions of the undertaking of the other:

24 & 25 Vict. c. cxciv. And whereas by the Ramsey Railway Act 1861 the Ramsey Railway Company were incorporated and authorised to construct a railway from the railway of the Company at Holme to Ramsey in Huntingdonshire which railway is herein-after referred to as "the Ramsey Railway":

38 & 39 Vict. c. cxxxiv. And whereas by the Great Eastern Railway Act 1875 the Ramsey Railway was vested in the Great Eastern Railway Company (in this Act called "the Great Eastern Company") and by the same Act it was enacted that the Great Eastern Company should grant to the Company and that the Company should accept a lease of the said railway for a term of twenty-one years from the first day of July one thousand eight hundred and seventy-five upon the terms set forth in an agreement made between the said two companies and scheduled to and confirmed by the said Act:

And whereas the said lease was duly granted and will expire on the thirtieth day of June one thousand eight hundred and ninety-six and it is expedient that a renewed lease of the Ramsey Railway should be granted by the Great Eastern Company to the Company:

38 & 39 Vict. c. ccxii. And whereas the Ramsey and Somersham Junction Railway Company (in this Act referred to as "the Ramsey and Somersham Company") were incorporated by the Ramsey and Somersham Junction Railway Act 1875 and were authorised to construct a railway to connect the Ramsey Railway with the Saint Ives and March Railway of the Great Eastern Company at Somersham and

for those purposes to raise a capital of fifty thousand pounds by shares and sixteen thousand six hundred and sixty-six pounds by borrowing: A.D. 1896.

And whereas under the powers of the Ramsey and Somersham Junction Railway Act 1878 the Ramsey and Somersham Junction Railway Act 1881 and the Ramsey and Somersham Junction Railway Act 1883 the Ramsey and Somersham Company constructed the said railway and the same is now worked by the Great Eastern Company under powers in that behalf contained in the last-mentioned Act: 41 & 42 Vict. c. cxliii. 44 & 45 Vict. c. xii. 46 & 47 Vict. c. cl.

And whereas by the Great Northern and Great Eastern Railway Companies Act 1879 (in this Act called "the Act of 1879") certain railways of the said two companies respectively and among others the said Saint Ives and March Railway were transferred to and vested in a joint committee of the said two companies constituted and incorporated by that Act and in this Act referred to as "the joint committee" and the said two companies were by section 33 of the Act of 1879 authorised to enter into agreements with respect to the working use and management of and the conduct of traffic on the joint undertaking and the parts of their respective undertakings over which running powers and powers of user were by the Act of 1879 mutually granted and with respect to the payments to be mutually made by them under the provisions of that Act and the two companies accordingly entered into an agreement for the purposes aforesaid bearing date the eleventh day of August one thousand eight hundred and seventy-nine: 42 & 43 Vict. c. cx.

And whereas it is expedient that the Ramsey and Somersham Railway be transferred to the joint committee on the terms and conditions contained in the agreement set forth in the Second Schedule to this Act and that the said railway be vested in the joint committee so as to form part of the said joint undertaking:

And whereas it is expedient that the Great Eastern Company should be empowered to apply their funds to the purposes of this Act in which they are interested:

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 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

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county or division herein-after mentioned were duly deposited with the clerks of the peace for the west riding of Yorkshire and for the counties of Derby Hertford London Middlesex and Nottingham 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 1896.

Incorporation of general Acts.

2. The following Acts and parts of Acts are excepting where the same are expressly varied by or are 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) Part II. (Extension of time) and Part V. (Amalgamation) of the Railways Clauses Act 1863.

Interpretation.

3. 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:

"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 joint committee and

"the dissolved company" means the Ramsey and Somersham 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.

4. 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 new railways and works hereinafter 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:

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

NEW RAILWAYS.

Leen Valley Extension Railways.

A Railway (No. 1) 2 miles 2 furlongs in length commencing in the township and parish of Pleasley in Derbyshire by a junction with Railway (No. 1) of the Extensions of Leen Valley Railway authorised by the Great Northern Railway Act 1892 about 45 yards north-east of Forge Lane and terminating in the township and parish of Warsop in Nottinghamshire by a junction with Railway (No. 9) authorised by the Lancashire Derbyshire and East Coast Railway Act 1891 at a point about 150 yards north of the point where it crosses over the Mansfield and Worksop Branch of the Midland Railway:

Provided that for the purposes of the construction of Railway No. 1 the Company shall not without in every case the previous consent of the Midland Railway Company in writing under their common seal take use enter upon or interfere with any lands railways sidings or other works from time to time belonging to or worked by that company and which are situate nearer to the westernmost rail of the Midland Railway than sixty-six feet measured at right angles to the said railway:

Branch to Sutton Colliery:

A Railway (No. 2) 1 mile 1 furlong 7 chains in length wholly in Nottinghamshire commencing in the township and parish of Sutton-in-Ashfield by a junction with the said authorised Railway (No. 1) of the Extensions of Leen Valley Railway at a point about 84 yards north of the centre of Priestsick Lane and terminating in the township and parish of Skegby in the field numbered 374 on the Ordnance map to the scale of $\frac{1}{2500}$ of that parish at a point about 23 yards south-east of Rooley Lane:

A Railway (No. 3) 1 furlong 7·50 chains in length wholly in Nottinghamshire commencing in the said township and parish of

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Sutton-in-Ashfield by a junction with the Railway (No. 2) herein-before authorised in the field numbered 10 on the Ordnance map to the scale of $\frac{1}{2500}$ of that parish and terminating in the said township and parish of Skegby in the allotment gardens numbered 370 on the said Ordnance map of that parish:

Branch to Shirebrook Colliery:

A Railway (No. 4) 1 mile in length wholly in the said township and parish of Pleasley commencing by a junction with the Railway (No. 1) herein-before authorised in a field numbered 153 on the $\frac{1}{2500}$ Ordnance map of that parish and terminating in a field numbered 371 on the said map:

Provided that the Company shall not except by agreement enter upon take or use any lands not being public roads or highways or railways required for the purposes of Railways No. 2 No. 3 and No. 4 respectively.

Railways to form part of Great Northern Railway.

5. The foregoing new 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.

Running powers to the Manchester Sheffield and Lincolnshire Railway Company.

6. The Manchester Sheffield and Lincolnshire Railway Company may have and exercise over the Leen Valley Extension Railways by this Act authorised the same running and other powers rights and privileges as are conferred on the Manchester Sheffield and Lincolnshire Railway Company by section 10 (Running powers to the Manchester Sheffield and Lincolnshire Railway Company) of the Act of 1892 and the said section 10 shall be read and construed accordingly.

Running powers to London and North Western Railway Company.

7. The London and North Western Railway Company may have and exercise over the railways numbered 1 2 3 and 4 by this Act authorised the same powers and privileges as are conferred on that company by the 28th section of the Great Northern and London and North Western Railway Companies (Joint Powers and New Lines) Act 1874 with respect to the portions of the Great Northern Railway specified in the said section but subject to the terms conditions and restrictions contained in sections 29 30 31 32 33 and 34 of the same Act.

Period for completion of railways.

8. If the new 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 said new railways or otherwise in

relation thereto shall cease except as to so much thereof as is then completed.

Penalty unless railways are opened within the time limited.

9. If the Company fail within the period limited by this Act to complete the new railways 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 new railway in the completion of which default is made is completed and opened for the public conveyance of passengers in the case of Railway (No. 1) and for the public conveyance of traffic in the case of Railways (No. 2) (No. 3) and (No. 4) respectively or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of such new 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 railway by unforeseen accident or circumstances beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty.

10. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the new 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 for the purposes of such new railways 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

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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.

Company shall abandon construction of certain railways authorised by Act of 1892.

11. The Company shall abandon the construction of the following portions of the Extensions of Leen Valley Railway authorised by the Act of 1892 (that is to say) :—

The portion of Railway (No. 1) by that Act authorised between the termination thereof and the point herein-before described as the commencement of Railway (No. 1) by this Act authorised; and

The railways numbered 2 3 4 9 10 and 11.

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

12. The abandonment by the Company under the authority of this Act of any portion of any railway or works shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the Act of 1892.

Compensation to be made in respect of railways abandoned.

13. Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portions of the railways or works authorised to be abandoned by this Act the Company shall be released from all liability to purchase or to complete the purchase of any such land but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such land for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in

manner provided by the Lands Clauses Acts for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Power to run over and use portions of the Lancashire Derbyshire &c. Railway.

14. The Company may run over and use with their engines carriages waggons and officers and servants for the purposes of traffic of every description so much of the Lancashire Derbyshire and East Coast Railway Company's railways as lie between the junction therewith of Railway (No. 1) by this Act authorised and Langwith Colliery including the sidings of the Lancashire Derbyshire and East Coast Railway Company at that colliery together with the use of all stations sidings platforms points signals junctions roads water watering places and water engines engine sheds standing room for engines and carriages booking and other offices warehouses staiths tips hydraulic and other machinery works and conveniences connected with the aforesaid portions of railway stations and works respectively.

Terms and conditions for such user.

The terms and conditions on which the Company shall be entitled to run over and use the said portions of railway stations and works respectively and the works and conveniences connected therewith shall be such terms and conditions as may from time to time be agreed on between the Company and the Lancashire Derbyshire and East Coast Railway Company or failing agreement between them are from time to time determined by the Railway and Canal Commission or any two of the commissioners in accordance with the Railway and Canal Traffic Acts 1873 and 1888.

Tolls on portions of railway run over.

The Company may from time to time demand and take for all passengers animals minerals and goods conveyed by them on the said portions of railway and for the use of the stations and works respectively and for carriages waggons and trucks and for locomotive engines or other power and for all services performed by them and for all other matters with respect to traffic thereon a like amount of tolls fares rates or other charges as by the Acts relating to the said portions of railway stations and works respectively are authorised to be demanded and taken for like traffic services and matters respectively by the Lancashire Derbyshire and East Coast Railway Company and in like manner and with and subject to like powers and provisions and where applicable like limitation of maximum charges in all respects.

Byelaws to be observed.

The Company in running over or using the said portions of railway stations and works respectively in accordance with the provisions herein-before mentioned shall at all times observe the regulations and byelaws for the time being in force on such portions

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of railway stations and works so run over and used so far as such byelaws shall be applicable to them.

For the protection of the London and North Western Railway Company.

15. Whereas the London and North Western Railway Company (in this section referred to as "the North Western Company") have under the Act of 1892 running powers over the railways by that Act authorised And whereas the Company are by this Act authorised to abandon certain of the said railways over which the North Western Company have running powers as aforesaid And whereas by the section of this Act the marginal note of which is "Power to run over and use portions of the Lancashire Derbyshire &c. Railway" the Company are authorised to run over and use certain portions of the railways belonging to the Lancashire Derbyshire and East Coast Railway Company which will afford the same or similar accommodation to that which would have been afforded by the said abandoned railways Be it therefore enacted that the Company shall at the request of the North Western Company convey the traffic of that company to from and over the said portions of railway of the Lancashire Derbyshire and East Coast Railway Company in all respects on an equality with the Company's own proper traffic and at the same through rates or in the case of non-competitive traffic at equally favourable through rates as those which are applicable to the Company's traffic And the Company shall so far as may be reasonably practicable and subject to existing rights and agreements afford to the North Western Company in respect of their traffic equal facilities upon equal terms to those afforded to any other Company And further the Company shall hand over to the North Western Company the traffic so to be conveyed by them as aforesaid at the nearest convenient place upon the railway of the Company to which the North Western Company are running their own engines under the running powers possessed by them over the railways of the Company.

In default of agreement the terms and conditions upon which the Company shall perform the services and afford the facilities hereinbefore provided for as well as any differences under this section shall be determined by arbitration in the manner provided for by the Railway Companies Arbitration Act 1859.

Extension of time for completion of railway at Keighley.

16. The time limited by the Great Northern Railway Act 1891 for the completion of the railway at Keighley by that Act authorised is hereby extended to the eleventh day of May one thousand eight hundred and ninety-nine and section 7 of that Act shall be read and construed accordingly.

Further works by the Company.

17. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the

deposited plans and sections the works herein-after described and may exercise the powers herein-after mentioned and may for the purposes aforesaid make such alterations in the levels of the streets roads and footpaths affected thereby as are shown upon the deposited plans and sections and in addition to any other lands which they are by this Act authorised to acquire may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes :—

Diversion of Footpath at Crouch End They may in the parishes of Saint Mary Islington in the county of London and Saint Mary Hornsey in the county of Middlesex—

(1.) Construct a diversion of the public footpath crossing over the Edgware Highgate and London Railway of the Company by a bridge near the eastern end of the down platform at Crouch End Station such diversion to commence in the parish of Saint Mary Hornsey in the county of Middlesex on the southern side of the said railway in the said footpath at a point about 20 yards south-west of the southern end of the said bridge and to terminate in the same parish on the northern side of the said railway by two junctions with the public footpath known as Vicarage Path the one junction at or near the point where the said path is crossed by the boundary of the said parish and the other junction at a point about 55 yards west of the said point where the said path is so crossed as aforesaid ;

(2.) When the said diversion is completed and opened to the public stop up so much of the existing public footpaths as lie between the said Vicarage Path and the point described as the commencement of the proposed diversion :

New Footpath at Sutton-in-Ashfield They may in the said township and parish of Sutton-in-Ashfield—

(1.) Construct a new footpath commencing in Station Road at a point about 187 yards south-east of the junction of High Pavement with Station Road and terminating at the point where the existing path crosses the brook or stream forming the northern boundary of the field numbered 278 on the $\frac{1}{2500}$ Ordnance map of the said parish ;

(2.) When the said new footpath is completed and opened to the public stop up the said existing footpath between the last-mentioned point and a point in Station Road nearly opposite High Pavement :

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New Road Stopping up of Roads and Abolition of Level Crossings at Doncaster They may in the township of Balby-with-Hexthorpe in the parish of Doncaster in the west riding of Yorkshire—

(1.) Construct a new road 20 feet in width commencing in and out of the public road known as Balby Carr Bank at a point about 180 yards south-east of their waggon repairing shops at Decoy Crossing and terminating in the public road known as Decoy Bank at a point about 240 yards from the south-eastern termination of the said Decoy Bank;

(2.) When the said new road is completed and opened to the public stop up the two roads leading from the said Balby Carr Bank to the said Decoy Bank and crossing the railway of the Company on the level the one at Decoy Crossing and the other at a point about 450 yards north-west of Decoy Crossing respectively and abolish the said level crossings and all rights of way in and over the said two roads and in and over the said two level crossings shall thereupon be extinguished:

Abolition of Footpath Level Crossing at Alverthorpe They may in the township of Alverthorpe in the parish of Wakefield in the said west riding abolish the crossing of their Ossett Branch Railway by the footpath leading from a point in Willow Lane near the western end thereof to Alverthorpe and all rights of way in and over the said level crossing shall thereupon be extinguished Provided that the Company shall not abolish the said level crossing unless and until they shall have constructed and opened for public use a reasonably sufficient and convenient subway under or bridge over the railway in substitution for the said level crossing:

Diversion of Footpath and Occupation Road and Abolition of Level Crossing at Bramley They may in the township of Bramley in the parish and county borough of Leeds in the said west riding—

(1.) Divert the public footpath and occupation road leading from Elder Road to Duck Cote and crossing on the level the Leeds Bradford and Halifax Railway of the Company about 75 yards east of the Victoria Mill such diversion commencing at the point where the said footpath joins the Elder Road and terminating in the said footpath at a point about 109 yards south of the said level crossing;

(2.) When the said diversion is completed and opened to the public abolish the said level crossing.

Power to deviate in construction of roads.

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

As to vesting of site and soil of portions of roads and footpaths stopped up.

19. The site and soil of the roads and footpaths by this Act authorised to be stopped up and discontinued or included within the limits of the lands shown on the deposited plans as intended to be compulsorily taken and which shall be so taken 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 footpaths and roads to be repaired &c. as existing footpaths &c.

20.—(1.) Subject to the provisions of the last preceding section the new altered and diverted footpaths and roads constructed under the powers of the section of this Act the marginal note whereof is "Further works by the Company" 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 roads for which the same are respectively substituted.

(2.) Provided that unless otherwise agreed the structure of every bridge shall be repaired and maintained by the Company The Company and any such body or person may enter into and fulfil agreements for and in relation to such construction and for or in relation to the repair and maintenance of all or any of such new altered or diverted footpaths and roads.

(3.) Any such agreements shall be deemed to be purposes of the Public Acts under which such body or person have jurisdiction and any expenses incurred in relation to such agreements shall be deemed to be expenses incurred for the purposes of those Acts.

(4.) The certificate of two justices of the due completion of any such new altered or diverted footpaths and roads shall be conclusive evidence of the fact so certified and such certificate shall be obtained and the new altered or diverted footpaths and roads opened to the public before the existing footpath or road is interfered with except in so far as may be necessary for the construction and completion of such new altered or diverted footpaths or roads.

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Company not liable to repair surface of road gradient of which is not increased.

21. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over any railway by this Act authorised by a bridge or bridges unless the levels of such road or public highway shall be permanently altered so as to increase the gradient of any part thereof.

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 :—

In the County of Middlesex—

Wood Green Certain lands in the parish of Wood Green adjoining the up line of the Enfield Branch of the Company on the eastern side thereof bounded on the east by property belonging or reputed to belong to the Great Eastern Company and on the south-west and north-west by property belonging or reputed to belong to the Company :

Hadley Wood Certain lands in the parish of South Mimms bounded on the north by Bentley Heath Road otherwise Wagon Road on the south-east by the boundary between the parishes of South Mimms and Enfield on the east by the gardens of cottages of or reputed to belong to the Company and on the west by property belonging or reputed to belong to the Right Honourable the Earl of Strafford.

In the County of Hertford—

Smallford Certain lands in the parish of Saint Peter Rural adjoining the Hatfield and Saint Alban's Branch Railway of the Company on the southern side thereof :

Knebworth Certain lands in the parish of Knebworth adjoining the main line of the Company on the west side thereof (that is to say) :—

(1.) Lands extending from a point on the western boundary of the property of the Company about 14 yards north of the booking office at Knebworth Station for a distance of about 280 yards measured in a northerly direction along the said boundary ;

(2.) Lands extending from a point about 333 yards north of the bridge carrying the public road to Deard's End over the said

main line for a distance of about 460 yards measured in a northerly direction along the said boundary;

(3.) Lands extending from the bridge carrying the said main line over the road leading from Knebworth to Broadwater to a point about 137 yards south of the bridge carrying the public road from Knebworth to Stevenage over the said main line:

Hitchin Certain lands in the parish of Saint Ippollitts adjoining the main line of the Company on the south-western side thereof.

In the County of Nottingham—

Daybrook Certain lands in the township and parish of Arnold adjoining the Derbyshire and Staffordshire Railway of the Company (that is to say):—

(1.) Lands on the northern side of the said railway and extending westwards from the western end of Daybrook Station yard to the boundary between the parishes of Arnold and Basford;

(2.) Lands on the southern side of the said railway and extending from the public road at the east end of Daybrook Station leading from Mansfield to Nottingham to the boundary between the parishes of Arnold and Basford:

Retford Certain lands in the parish of Ordsall now or lately belonging or reputed to belong to the Master and Governor and Brethren of the Hospital of the Holy and Undivided Trinity in West Retford adjoining the property of the Company on the north-eastern side thereof and lying east of the cottages of the Company on the north-east side of Retford Station.

In the County of Derby—

Pleasley Certain lands in the township and parish of Pleasley being the north-western corner of the churchyard of Saint Michael's Church in that parish.

In the West Riding of the County of York—

Bradford Certain lands in the township and parish of Bradford in the county borough of Bradford bounded on the north and east by property belonging or reputed to belong to the Company on the south by Back Lane and on the west partly by Clark Street and partly by Hester Street:

Lowmoor Certain lands in the township of North Bierley in the said parish of Bradford bounded on the east by the Bierley Iron Works on the south by Furnace Road and on the north and west by property belonging or reputed to belong to the Company.

23. The Company shall not interfere with any of the gas or water mains or pipes or sewerage works of the mayor aldermen and

For the protection of the corporation of Bradford.

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burgesses of the county borough of Bradford (herein-after called "the corporation") except in accordance with a plan to be mutually agreed upon between the Company and the corporation or failing agreement as shall be determined by some person appointed by the President for the time being of the Institution of Civil Engineers and if the Company shall wilfully do any act in contravention of this provision whereby the gas or water mains or pipes or the sewerage works of the corporation shall be interfered with they shall for every such offence be liable to a penalty not exceeding twenty pounds and a like penalty for every day during which such offence shall continue and shall in addition immediately on being required so to do make good and restore to the satisfaction of the corporation all or any such gas or water mains or pipes or sewerage works as they may have interfered with.

In the event of any matter being referred for determination as above the said referee shall determine by whom and in what proportions the costs of such reference shall be paid.

Power to take easements &c. by agreement.

24. 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 rent-charges 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.

Period for compulsory purchase of lands.

25. 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.

Extension of time for purchase of certain lands.

26. Subject to the provisions of Part II. (Extension of time) of the Railways Clauses Act 1863 the powers conferred upon the Company by the Great Northern Railway Act 1893 for the compulsory purchase of certain lands in the parish of Saint Mary Hornsey and lying between the eastern boundary of the property belonging or reputed to belong to the Company and a line parallel to and about twenty yards west of the west side of Clarendon Road are hereby extended until the twenty-ninth day of June one thousand eight hundred and ninety-nine but the said powers shall not be exercised after that date and section 29 of that Act shall be read and construed accordingly.

Extending time for sale of certain superfluous lands.

27. 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.

28.—(1.) The Company shall not under the powers of this Act or under the powers of the Great Northern Railway Act 1891 or the Great Northern Railway Act 1893 respectively as extended by 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 district or any parish or part of a parish not being within an urban district so purchase or acquire ten or more houses which on the fifteenth day of December next before the passing of this Act or of the Great Northern Railway Act 1891 or the Great Northern Railway Act 1893 by which such purchase or acquisition was originally authorised as the case may be were or have been since those respective dates or shall hereafter be 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 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 respective fifteenth day of December aforesaid or for such number of persons as the Secretary of State or the

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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 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 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 Secretary of State or the Local Government Board (as the case may require) have approved of any such scheme they 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 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 they may see fit.

(4.) Any provisions of any scheme under this section or any conditions subject to which the Secretary of State or the Local Government Board (as the case may require) may have approved of any scheme or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of mandamus to be obtained by the 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 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 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 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 London Building Act 1894 (Local) 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.

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(10.) The 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 that 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 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 plans deposited with reference to this Act or to the Great Northern Railway Act 1891 or to the Great Northern Railway Act 1893 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 Secretary of State or the Local Government Board (as the case may require) 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 Secretary of State or the Local Government Board (as the case may require) 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 Secretary of State or the Local Government Board (as the case may require) they might have been sufficient to accommodate.

(14.) For the purposes of this section the expression "labouring class" means and 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.

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

29. And whereas in the construction of the railways and works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that a portion only of the property in the parish of Knebworth shown or partly shown on the deposited plans and thereon numbered 1 in that parish will be sufficient for the purposes of the Company and that such portion or some other portion less than the whole can be severed from the remainder of that property without material detriment thereto Therefore the following provisions shall have effect (that is to say):—

(1.) In this section the expression "the owner" means and includes the owners and persons interested in the said property and the expression "the tribunal" means the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted:

(2.) If a portion of the said property can in the opinion of the tribunal be severed from the remainder without material detriment thereto the owner may be required (subject to the provisions in this section contained) to sell and convey to the Company a portion only of such property without the Company being obliged or compellable to purchase the whole thereof:

(3.) If for twenty-one days after the service of notice to treat in respect of a specified portion of the said property the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion of such property only without the Company being obliged or compellable to purchase the whole thereof the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:

(4.) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the tribunal shall in addition to the other questions required to be determined by them determine whether the

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portion of the property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not (subject to the power of withdrawal by the Company herein-after provided for) whether any and what other portion of the said property less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:

(5.) If the tribunal determine that the portion of the property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole of such property the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal:

(6.) If the tribunal determine that the portion of the property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by such owner or person incident to the arbitration or inquiry shall be borne and paid by such owner:

(7.) If the tribunal determine that the portion of the property specified in the notice to treat cannot be severed from the remainder without material detriment thereto and whether or not they shall determine that any other portion can be so severed the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice:

(8.) If the tribunal determine that the portion of the property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion of such costs charges and expenses as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained

and nothing contained in or done under this section shall be held as determining or as being or implying an admission that the said property or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

Company empowered or may be required to underpin or otherwise strengthen houses near railway &c.

30. And whereas in order to avoid in the execution and maintenance of any works authorised by this Act injury to the houses and buildings within one hundred feet of the railways and works by this Act authorised it may be necessary to underpin or otherwise strengthen such houses and buildings Therefore the Company at their own costs and charges may and if required by the owners and lessees of any such house or building shall subject as herein-after provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say):—

(1.) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners and lessees of the house or building so intended or so required to be underpinned or otherwise strengthened:

(2.) Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners and lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company:

(3.) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter-notice in writing that he or they as the case may be dispute the necessity of such underpinning or strengthening the question of the necessity shall be referred to an engineer to be agreed upon or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade:

(4.) Such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building:

(5.) The cost of the reference shall be in the discretion of the referee:

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(6.) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment:

(7.) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof:

(8.) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensate under the 68th section of the Lands Clauses Consolidation Act 1845 or under any other Act:

(9.) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts:

(10.) Nothing in this section shall repeal or affect the application of the 92nd section of the Lands Clauses Consolidation Act 1845.

Lease of Ramsey Railway by Great Eastern Company to Company.

31. The Great Eastern Company may grant and the Company may accept a lease of the Ramsey Railway for a term of twenty-one years from the first day of July one thousand eight hundred and ninety-six upon the terms and conditions stated in the agreement set forth in the First Schedule to this Act and made between the said companies which agreement is hereby confirmed The provisions contained in sections 112 and 113 of the Railways Clauses Consolidation Act 1845 with respect to leasing the railway shall apply to the said lease.

As to transfer of Ramsey and Somersham Railway to the joint committee.

32.—(1.) The terms of agreement between the Ramsey and Somersham Company and the joint committee for vesting in the joint committee the Ramsey and Somersham Railway and set forth in the Second Schedule to this Act are hereby confirmed and made binding on the Ramsey and Somersham Company and the joint committee as if the same were contained in an agreement duly

entered into by those parties and confirmed by Act of Parliament and the agreement dated the fourteenth day of December one thousand eight hundred and ninety-five and made between the same parties is hereby declared to be null and void so far as the same differs from the terms of agreement hereby confirmed.

(2.) As from the date of completion of the purchase of the Ramsey and Somersham Railway and under the provisions of the said agreement (which date is herein-after referred to as "the date of vesting") the Ramsey and Somersham Railway as defined in the said agreement shall be transferred to and vested in the joint committee freed and discharged as between the Ramsey and Somersham Company and the joint committee from all incumbrances and debts of the Ramsey and Somersham Company.

(3.) The vesting shall be deemed to be an amalgamation within the meaning of Part V. (Amalgamation) of the Railways Clauses Act 1863 and the provisions of the said Part V. (except section 49) shall extend and apply thereto accordingly so far as the same are not varied by or inconsistent with the provisions in this Act and the said agreement contained.

(4.) As from the date of the completion of the said purchase the powers and provisions respectively contained in the Great Northern and Great Eastern Railway Companies Act 1879 and in the said agreement dated the eleventh day of August one thousand eight hundred and seventy-nine made between the Great Northern Railway Company of the one part and the Great Eastern Railway Company of the other part shall extend and apply to the Ramsey and Somersham Railway in the same manner in all respects as if that railway had been expressly included in the last-mentioned Act and agreement as part of the joint undertaking of the said two companies.

(5.) From and after the date of vesting the Railway Rates and Charges No. 11 (London Tilbury and Southend Railway &c.) Order 1892 and the Railway Rates and Charges No. 11 (London Tilbury and Southend Railway &c.) Order Confirmation Act 1892 shall respectively cease to be applicable to the Ramsey and Somersham Railway and that railway shall for the purposes of tolls rates and charges and for all purposes whatsoever be deemed to be a part of the Great Northern and Great Eastern Joint Railway and the classification of merchandise traffic including perishable merchandise exceeding fifty-six pounds in weight conveyed by passenger train and the schedule of maximum rates and charges applicable thereto and the regulations and provisions contained in the schedule to the Great Eastern Railway Company (Rates and Charges) Order 1891 (which Order is

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scheduled to and confirmed by the Great Eastern Railway Company (Rates and Charges) Order Confirmation Act 1891) shall be applicable and apply to the joint committee in respect of the said railway accordingly.

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

(7.) At the date of vesting all the unexercised powers of the Ramsey and Somersham Company of raising capital by the creation and issue of shares or stock and of raising money by mortgages and debenture stock shall be and the same are hereby extinguished.

(8.) The several persons who appear in the books of the Ramsey and Somersham Company at the date of vesting to be proprietors of shares or stock in the capital of the Ramsey and Somersham Company shall unless the contrary is proved to the satisfaction of the directors thereof be considered to be shareholders or stockholders of the Ramsey and Somersham Company for the purpose of the distribution of the assets thereof.

(9.) Where the directors of the Ramsey and Somersham Company are for twelve months after the date of vesting unable after diligent inquiry to ascertain the person to whom any moneys payable under the provisions of this Act ought to be paid 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.

(10.) A receipt under the hands of any three of the directors of the Ramsey and Somersham Company for the purchase money payable by the joint committee to that company under the said agreement shall be an effectual discharge for the same and the joint committee shall not be bound to see to the application or be answerable for the loss or misapplication thereof.

(11.) The said purchase money shall be applied by the Ramsey and Somersham Company as follows and in the following order First in payment and discharge of the mortgage and debenture debt of the Ramsey and Somersham Company and the arrears of interest (if any) thereon and of all other incumbrances (if any) charged on or affecting the said undertaking or any part thereof Secondly in

payment or satisfaction of all other debts and liabilities of the Ramsey and Somersham Company.

(12.) The receipt of the executors or administrators of a shareholder or stockholder in the Ramsey and Somersham Company shall be an effectual discharge to that 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.

(13.) When and so soon as the debts and liabilities of the Ramsey and Somersham Company shall have been satisfied and discharged by the directors of the Ramsey and Somersham Company and the purchase money for the said undertaking shall have been distributed and the affairs of the Ramsey and Somersham Company have been wound up that company shall be by virtue of this Act dissolved.

Reciprocal running powers to Company and Lancashire Derbyshire and East Coast Railway Company

33. The Company and the Lancashire Derbyshire and East Coast Railway Company may enter into and fulfil agreements with respect to the running over and user by either of those companies with their respective engines carriages waggons officers and servants of portions of the undertaking of the other of them for the purposes of all or of any traffic and upon such terms and conditions as may be specified in such agreements.

For better prevention of trespass on railways.

34. Any person who without reasonable cause shall walk along or upon any railway now or hereafter belonging or leased to or worked by the Company solely or in conjunction with any other company or companies except across such railway at an authorised level crossing or who shall in any way trespass upon such railway shall without having received any personal or other warning than herein-after mentioned forfeit and pay by way of penalty any sum not exceeding forty shillings for every such offence and the provisions of the Railways Clauses Consolidation Act 1845 with respect to the recovery of damages not specially provided for and of penalties and to the determination of any other matters referred to justices shall apply to this enactment Provided that no person shall be subject to any penalty under this enactment unless it shall be proved to the satisfaction of the justices before whom complaint is laid that by notices painted on boards or printed on paper and pasted on boards or enamelled on metal or otherwise as the Company or companies may think fit and clearly exhibited public warning has been given to persons not to trespass upon the railways and that one or more of such notices has been affixed at the station on that railway and at the public road level crossing (if any) near to the spot where such trespass is alleged to have been committed and such warning shall be renewed as often as the same

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shall be obliterated or destroyed and no penalty shall be recoverable unless such warning is so placed and renewed Provided also that no person lawfully crossing any such railway at any level crossing thereof shall be liable to any such penalty as aforesaid And provided lastly that this enactment shall not interfere with but shall be subject to any future general enactment on the subject of trespassing on railways.

Company may apply their funds towards purposes of Act.

35. 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.

Holding of stock or shares by bodies corporate.

36. Stock and shares of the Company may be transferred to and held in the names of an individual or individuals and a body corporate or bodies corporate or of two or more bodies corporate and any such holding shall in its relation to the Company be deemed a joint tenancy.

This section shall apply to stock and shares of the Company of every class and description except so far as there is anything to the contrary in any Act under which the stock or shares was or were created.

Power to Great Eastern Railway Company to apply corporate funds.

37. The Great Eastern Company may apply to all or any of the purposes of this Act in which they are interested 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 shares stock debenture stock or mortgage by virtue of any Act already passed or to be passed in the present session of Parliament and which may not be required for the purposes for which they are by any such Acts made specially applicable.

Provision as to general Railway Acts.

38. Nothing in this Act contained shall exempt any company named in this Act or the railways of any such company 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.

39. 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.

SCHEDULES referred to in the foregoing Act. A.D. 1896.

THE FIRST SCHEDULE.

This Agreement made the seventeenth day of January one thousand eight hundred and ninety-six between The Great Eastern Railway Company (herein-after called "The Great Eastern Company") of the one part and The Great Northern Railway Company (herein-after called "The Great Northern Company") of the other part.

Whereas by an agreement dated the fifteenth day of December one thousand eight hundred and seventy-four and made between the Great Eastern Company of the one part and the Great Northern Company of the other part and which was sanctioned by the Great Eastern Railway Act 1875 the Great Eastern Company agreed to lease the Holme and Ramsey Railway (being the railway which commences by a junction with the Great Northern Railway at the Holme station of that railway in the county of Huntingdon and terminates at Ramsey in the same county) to the Great Northern Company for the term of twenty-one years from the first day of July one thousand eight hundred and seventy-five on the terms therein mentioned:

And whereas since the said first day of July one thousand eight hundred and seventy-five the Great Northern Company have been in occupation of the Holme and Ramsey Railway as tenants of the Great Eastern Company under the terms of the said agreement but no lease of the said railway has been granted:

And whereas since the first day of July one thousand eight hundred and seventy-five some further works have been required on the Holme and Ramsey Railway and have been executed by and at the expense of the Great Northern Company under the provisions contained in clause 3 of the said agreement and the aggregate cost of the said further works according to the accounts furnished by the Great Northern Company amount to the sum of 2,996*l.* 2*s.* 6*d.*:

And whereas the term agreed to be granted by the herein-before recited agreement will expire on the first day of July one thousand eight hundred and ninety-six Now it is hereby agreed and declared by and between the parties hereto as follows:—

1. The Great Eastern Company will grant to the Great Northern Company and the Great Northern Company will accept a lease of the Holme and Ramsey Railway for a further term of twenty-one years from the first day of July one thousand eight hundred and ninety-six at the yearly rent of 1,612*l.* 10*s.* (being 3¾ per centum on the capital of the Holme and Ramsey Railway amounting to 43,000*l.*) payable half-yearly on the thirty-first day of December and the thirtieth day of June in each year of the said term and under and subject to the covenants agreements and provisions herein after mentioned or referred to.

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2. The lease to be made in pursuance of this agreement shall contain covenants on the part of the Great Northern Company—

(a.) To pay the said yearly rent of 1,612*l.* 10*s.* free from any deduction (except property tax thereon) by equal half-yearly payments on the days aforesaid;

(b.) To bear pay and discharge all rates taxes charges and impositions whether parliamentary parochial or otherwise which during the said term shall be charged assessed or imposed on the demised premises or on the landlord or tenant in respect thereof (excepting property tax on the said rent);

(c.) To uphold maintain and repair the demised premises and keep the same in good substantial and efficient repair and working condition and so leave the same at the end or sooner determination of the said term;

(d.) To well and efficiently manage work stock and use the demised premises and perform and observe all duties and obligations under any and every Act of Parliament for the time being in force relating to or affecting the said demised railway and the maintenance working management and user thereof and the traffic thereon to which the Great Eastern Company would if this demise were not made be subject or liable in respect of the same and bear and pay all expenses of and in connexion with the said railway and the working maintenance and management thereof and the conveyance of passengers animals and things thereon and including the maintenance of all works for the accommodation protection or enjoyment of lands adjoining the said railway and the Great Northern Company shall indemnify the Great Eastern Company from the several duties obligations and liabilities aforesaid and from all penalties damages costs and claims in respect thereof:

And the said lease shall contain all such other covenants and provisions as are usual in leases of a like nature including a proviso giving to the lessors a right of re-entry in the event of the said rent remaining unpaid for the space of thirty days next after any of the days herein-before appointed for the payment thereof or in the event of any breach of the lessee's covenants.

3. The said lease shall also contain a provision that if any further works shall be required on the said railway for the accommodation of the traffic thereof or in consequence of any future Parliamentary or Government obligation the Great Northern Company may out of their own funds cause the same to be executed but subject to the previous approval of the Great Eastern Company and that the Great Eastern Company shall at the expiration of the said further term of twenty-one years pay the Great Northern Company for the works so executed by the Great Northern Company at a fair valuation thereof estimated as their value at the termination of the said lease on the basis of such works being treated as part of a going concern and not as mere land and materials only.

4. The Great Eastern Company shall be released from their obligation under clause 3 of the herein-before recited agreement to pay for the further works executed by the Great Northern Company thereunder as aforesaid at the termination of the said recited agreement of the fifteenth December one thousand eight hundred and seventy-four and in lieu of that obligation the Great Eastern Company shall in the indenture of lease to be granted in

pursuance of this agreement covenant that at the expiration of the said further term of twenty-one years they will pay the Great Northern Company for such further works as shall have been executed by that company under clause 3 of the said recited agreement at a fair valuation thereof estimated at their value at the termination of the said further term of twenty-one years on the basis of such works being treated as part of a going concern and not as mere land and materials only.

5. These presents are made subject to such alterations as Parliament may think fit to make therein but if any material alteration shall be made therein by Parliament either company may elect to abandon this agreement.

6. The Great Eastern Company and the Great Northern Company shall each bear their own respective costs of and incidental to the preparation of this agreement and of the said lease to be granted in pursuance thereof and of obtaining the sanction of Parliament thereto respectively.

In witness whereof the Great Eastern Railway Company and the Great Northern Railway Company have caused their respective common seals to be hereunto affixed the day and year first above written.

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

T. D. GENLLOUD
Secretary.

L.S.

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

F. SHUTTLEWORTH
Director.

L.S.

THE SECOND SCHEDULE.

AN AGREEMENT made the fourteenth day of December one thousand eight hundred and ninety-five between THE RAMSEY AND SOMERSHAM JUNCTION RAILWAY COMPANY (herein-after called "the Ramsey and Somersham Company") of the one part and THE GREAT NORTHERN AND GREAT EASTERN JOINT COMMITTEE incorporated by the Great Northern and Great Eastern Railway Companies Act 1879 (herein-after called "the Joint Committee") of the other part.

WHEREAS the Ramsey and Somersham Company were incorporated by the Ramsey and Somersham Junction Railway Act 1875 and under the authority of that Act and of the Ramsey and Somersham Junction Railway Act 1878 the Ramsey and Somersham Junction Railway Act 1881 and the Ramsey and Somersham Junction Railway Act 1883 have constructed and are the

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owners of a line of railway from Ramsey to a junction with the joint committee's railway at Somersham in the county of Huntingdon together with the stations works and conveniences connected therewith:

And whereas the railways of the Ramsey and Somersham Company are now worked by the Great Eastern Railway Company on the terms of an agreement between the said companies dated the twenty-ninth day of July one thousand eight hundred and eighty-nine and under the terms of an agreement of the same date between the joint committee the Great Eastern Railway Company and the Ramsey and Somersham Company the joint committee for the considerations therein mentioned accommodate and provide the necessary staff for the conduct of the local traffic of the Ramsey and Somersham Company at the Somersham Station (which two said agreements are herein-after referred to as "the said working agreements"):

And whereas the mortgage or debenture debt of the Ramsey and Somersham Company amounts to 16,666*l.* and that company is indebted to other creditors in the sum of 16,505*l.* or thereabouts:

And whereas the Ramsey and Somersham Company have subject as herein-after provided agreed to sell their railways and undertaking to the joint committee on the terms herein-after mentioned:

Now these presents witness that it is hereby mutually agreed between the parties hereto as follows (that is to say):—

1. The Ramsey and Somersham Company shall sell and the joint committee shall purchase for the price or sum of 30,340*l.* the undertaking of the Ramsey and Somersham Company as herein-after defined free as between the Ramsey and Somersham Company and the joint committee from all mortgages debentures and incumbrances affecting the same The expression "the undertaking of the Ramsey and Somersham Company" includes all and singular the railways stations buildings works conveniences lands including superfluous lands not already disposed of easements and property real and personal rights powers and privileges of the Ramsey and Somersham Company (herein-after in this agreement referred to as "the said undertaking").

2. The Ramsey and Somersham Company shall pay and discharge up to the date of the completion of the purchase all charges and outgoings now payable by them under the terms of the said working agreements and shall be entitled to their proportion of the receipts of the said undertaking and to all other sums due to them under the same agreements up to the said date of completion and if necessary for the purpose of giving effect to this article such charges outgoings and receipts shall be apportioned.

3. The purchase shall be completed and the purchase-money paid on the first day of January one thousand eight hundred and ninety-seven at the office of Mr. J. J. Freeman the vendor's solicitor Number 23 Abingdon Street Westminster or at such other place as may be mutually agreed upon and the receipt in writing of three of the directors of the Ramsey and Somersham Company for the said purchase-money shall effectually discharge the joint committee from the same and they shall not be bound to see to the application or be answerable for the loss or misapplication thereof and on such payment as aforesaid the Ramsey and Somersham Company shall hand over to the joint committee all proper and usual deeds muniments of title maps awards agreements instruments

and documents relating to the said undertaking as also the common seal of the Ramsey and Somersham Company.

4. The Ramsey and Somersham Company shall within one month from the passing into law of the Bill confirming this agreement or giving effect to its provisions deliver to the joint committee an abstract of their title to the lands and properties included in the said undertaking and shall deduce a good holding title to the same for a freehold estate of inheritance in fee simple free from incumbrances subject to the following conditions.

5. The title shall begin with the several conveyances to the Ramsey and Somersham Company The expense of stamping any unstamped or insufficiently stamped documents dated prior to the Customs and Inland Revenue Act 1888 shall be borne by the joint committee All expenses (if any) attending purchases where the purchase-money has been paid into court shall from the date of completion be paid by the joint committee and no deduction from or abatement of the purchase-money shall be allowed on this account A piece of land containing 1 rood and 18 perches situate in the parish of Pidley-cum-Fenton and numbered 9 in that parish has not been conveyed to the Ramsey and Somersham Railway Company in consequence of the absence in India of the vendor Colonel Bythell The Ramsey and Somersham Company shall use their best endeavours to complete this purchase forthwith.

6. All objections and requisitions in respect of the title or the abstract or anything appearing therein shall be stated in writing and sent to the Ramsey and Somersham Company's said solicitor within one month from the delivery of the abstract and all objections and requisitions not sent within that time shall be deemed to be waived.

7. After the completion of the purchase the Ramsey and Somersham Company shall subsist only for the purpose of winding up their affairs and distributing the purchase-money and the Bill to be promoted by or on behalf of the joint committee as herein-after provided shall contain all proper provisions for the winding up and dissolution of the Ramsey and Somersham Company.

8. The said purchase-money or so much thereof as shall be receivable by the Ramsey and Somersham Company shall be applied by them as follows and in the following order First in payment and discharge of the mortgage and debenture debt of the Ramsey and Somersham Company and the arrears of interest (if any) thereon and of all other incumbrances (if any) charged on or affecting the said undertaking or any part thereof Secondly in payment or satisfaction of all other debts and liabilities of the Ramsey and Somersham Company.

9. The parties hereto may by agreement between themselves vary the dates herein-before fixed for the payment of the purchase-money the delivery of the abstract and requisitions and the stipulations incidental thereto.

10. The joint committee will at their own expense promote in the ensuing session of Parliament or will procure the promotion by the Great Northern Railway Company or by the Great Eastern Railway Company of a Bill for confirming or carrying into effect the provisions of this agreement and for effectually vesting the said undertaking in the joint committee and will use their best endeavours to secure the passing thereof and the Ramsey and

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Somersham Company will if requested by the joint committee support the said Bill and use their best endeavours to secure the passing thereof.

11. This agreement is made subject to the approval of Parliament and to such alterations as either House of Parliament may think fit to make therein but in the event of either House of Parliament making any material alteration therein it shall be in the option of either party to withdraw from the same and if the said Bill does not pass into law before the thirty-first day of December one thousand eight hundred and ninety-six this agreement shall be void.

12. If any dispute at any time arise between the parties hereto with reference to the true construction of this agreement or with reference to anything to be done thereunder or otherwise under or in relation thereto such dispute shall be referred to an arbitrator to be agreed on between the parties or failing such agreement to be appointed by the Board of Trade at the request of either party and the decision of such arbitrator shall be final and the costs of the reference shall be in his discretion and borne as he shall direct.

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

The common seal of the Ramsey and Somersham Junction Railway Company was hereunto affixed in the presence of

J. DARBY
Secretary.

L.S.

J. J. FREEMAN
JOHN MOWLEM BURT } Directors.

The common seal of the Great Northern and Great Eastern Joint Committee was hereunto affixed in the presence of

REG CAPEL
Director

L.S.

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