CHAPTER clxv.

An Act to confer further powers upon the Great Northern Railway Company with respect to their own undertaking and undertakings in which they are jointly interested and for other purposes. [25th July 1898.] A.D. 1898.

WHEREAS it is expedient that the Great Northern Railway Company (herein-after referred to as "the Company") should be authorised—

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

To widen and improve certain portions of their railway;

To abolish certain level crossings of their railway and otherwise to deal with certain roads and footpaths 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 and other the general purposes of their undertaking:

And whereas by Scale II. of the Schedule to the Great Northern Railway Company (Rates and Charges) Order 1891 confirmed by the Great Northern Railway Company (Rates and Charges) Order Confirmation Act 1891 (herein-after referred to as "the Great Northern (Rates and Charges) Order") special rates and charges were authorised to be levied on certain portions of the undertaking of the Company and it is expedient that the same scale be made applicable to certain of the railways by this Act authorised: 54 & 55 Vict. c. ccxv.

And whereas it is expedient that the period limited by the Great Northern Railway Act 1891 for the compulsory purchase of lands for the purposes of the widening of the Luton to Dunstable Branch Railway of the Company thereby authorised (which period was extended by the Great Northern Railway Act 1895) should be further extended: 54 Vict. c. xix. 58 Vict. c. xxxvi.

A.D. 1898.

42 & 43 Vict. c. cx.

And whereas it is expedient that the Great Northern and Great Eastern Joint Committee constituted under the powers of the Great Northern and Great Eastern Railway Companies Act 1879 should be enabled to construct the work and exercise the powers herein-after described in the county of Nottingham and that in connexion with such work the said joint committee and the Great Eastern Railway Company should be authorised to apply their existing funds:

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 several agreements and heads of agreement as set forth in the Second and Third Schedules to this Act should be confirmed:

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 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 Bedford Derby Hertford Huntingdon Lancaster London Middlesex Nottingham and Rutland and for the parts of Kesteven and the parts of Lindsey 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 1898.

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) and Part II. (Extension of Time) of the Railways Clauses Act 1863.

Extending certain provisions of Companies Clauses Acts.

3. Subject to the provisions of this Act 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 :

"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 respective parishes of Saint Mary Islington and Saint Pancras mean the vestry clerks of the parishes of Saint Mary Islington and Saint Pancras respectively;

The expression "the county of London" means the administrative county of London exclusive of the city of London.

A.D. 1898.

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 new railways widenings of portions of their existing railways (including in such widenings the altering and improving of and the laying down of additional lines of rails upon the said portions) 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:

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

NEW RAILWAYS.

LOOP LINE ENFIELD TO STEVENAGE:—

A railway (No. 1) 10 miles 7 furlongs 0·20 chain in length commencing in the parish of Enfield in the urban district of Enfield in the county of Middlesex by a junction with the Enfield branch of the Company at a point thereon about one thousand and fifteen yards measured along the said branch from the termination thereof and terminating in the parish of St. Andrew Hertford in the county of Hertford at a point about ten yards west of the western boundary of the Hertford branch of the Company measured along the said boundary from a point thereon about one hundred and ninety-three yards north of the Hertingfordbury Road:

A railway (No. 2) 8 miles 0 furlongs 0·70 chain in length commencing at the termination of the intended Railway No. 1 and terminating in the parish of Knebworth in Hertfordshire in a field adjoining the western side of the Great North Road near the milestone denoting twenty-nine miles from London:

A railway (No. 3) 5 furlongs 5 chains in length wholly in the said parish of Knebworth and the parish of Stevenage in the urban district of Stevenage in Hertfordshire commencing at the termination of the intended Railway No. 2 and terminating in the said parish of Stevenage by a junction with the down lines of railway of the Company at or near the south face of the bridge carrying the public road leading from Knebworth to Stevenage over the Company's main line:

A railway (No. 4) 5 furlongs 4·20 chains in length wholly in the said parishes of Knebworth and Stevenage commencing at the termination of the intended Railway No. 2 and terminating in the said parish of Stevenage by a junction with the up lines

of the Company at or near the southern face of the said bridge:

A railway (No. 5) 8 chains in length wholly in the said parish of St. Andrew commencing at the termination of the intended Railway No. 1 and terminating by a junction with the Hertford Branch Railway of the Company at a point thereon about one hundred and fifty yards measured along the said branch railway in a southerly direction from the centre of the bridge carrying the said branch over the North Road:

A railway (No. 6) 3 furlongs 0·80 chain in length commencing in the said parish of St. Andrew by a junction with the said Hertford branch at or near the western end of the bridge carrying the said branch over the public road known as Portvale or a continuation thereof and terminating in the said parish of St. Andrew by a junction with the intended Railway No. 2 at a point on or near the southern edge of the River Beane about ten yards east of its junction with the overflow channel from the mill race of Mole Wood Mill.

Railways at Finsbury Park:—

A railway (No. 7) 5 furlongs 1·40 chains in length wholly in the parishes of St. Mary Islington in the administrative county of London and South Hornsey in the county of Middlesex commencing in the said parish of St. Mary Islington by a junction with the up slow goods line of the Company at a point about two hundred and seventy-four yards measured therealong in a southerly direction from the centre of the Signal Box No. 4 at the southern end of Finsbury Park Station and terminating in the said parish of South Hornsey by a junction with the up slow goods line of the Company at a point about eighteen yards north of the footbridge crossing over the said line and leading from Oxford Road to Finsbury Park:

A railway (No. 8) 2 furlongs 1 chain in length wholly in the said parishes of St. Mary Islington and South Hornsey commencing in the said parish of St. Mary Islington by a junction with the up slow line of the Company opposite the centre of the said Signal Box No. 4 and terminating in the said parish of South Hornsey by a junction with the up line of the High Barnet branch of the Company at a point about one hundred and seventy-three yards measured along the said line in a northerly direction from the centre of the bridge carrying that line over Stroud Green Road.

Railway at Langwith:—

A railway (No. 9) 3 furlongs 3·51 chains in length commencing in the parish of Pleasley in Derbyshire by a junction with

A.D. 1898.

Railway No. 1 authorised by the Great Northern Railway Act 1896 at a point on that railway about one hundred and seventeen yards measured in a north-easterly direction from its crossing of the bridle road leading from Upper Langwith to Warsop and terminating in the parish of Warsop in the urban district of Warsop in Nottinghamshire by a junction with the railway of the Lancashire Derbyshire and East Coast Railway Company at a point on that railway about six hundred and twenty-five yards measured in a south-easterly direction from the centre of the bridge carrying that railway over the Mansfield and Worksop branch of the Midland Railway Company.

WIDENINGS AND IMPROVING OF EXISTING RAILWAYS.

WIDENINGS AT LANGLEY:—

A widening (A) of the main line of the Company on the down side wholly in the said parish of Stevenage commencing by a junction with the said main line at or near the north face of the bridge carrying the public road leading from Knebworth to Stevenage over the Company's main line and terminating by a junction with the said main line at or near the footbridge crossing over the said main line at the road leading from Stevenage to Broomin Green known as Water Lane:

A widening (B) of the main line of the Company on the up side wholly in the said parish of Stevenage commencing by a junction with the said main line at or near the north face of the said public road bridge and terminating by a junction with the said main line at or near the said footbridge.

WIDENING AT HITCHIN:—

A widening of the main line of the Company on the up side thereof wholly in the parish of Hitchin in the urban district of Hitchin in Hertfordshire commencing by a junction with the said main line at a point thereon about one hundred and eighty yards south-east of the southern end of the up platform at Hitchin Station and terminating by a junction with the said main line at a point thereon about three hundred and twenty yards north-west of the northern end of the said up platform.

WIDENING AT SANDY:—

A widening of the main line of the Company on both sides thereof wholly in the parish of Sandy in Bedfordshire commencing by a junction with the said main line opposite the centre of the Sandy south signal box and terminating by a junction with the said main line at the footbridge crossing

over the said main line at a point about two hundred and twenty yards north of the bridge carrying the public road from Sandy to Potton over the said main line.

Widening—Offord to Huntingdon :—

A widening (No. 1) of the main line of the Company on both sides thereof commencing in the parish of Offord Cluney by a junction with the said main line of the Company at a point thereon about two hundred yards measured along the said line in a north-easterly direction from the northern end of the down platform at Offord Station and terminating in the parish of Godmanchester in the borough of Godmanchester at a point in the said main line nearly opposite the centre of the Ouse signal box and about ten yards north-west of the north-western face thereof.

Widening—Huntingdon to Abbotts Ripton :—

A widening (No. 2) of the said main line on both sides thereof commencing by a junction with the intended Widening No. 1 at the termination thereof and terminating in the parish of Abbotts Ripton with Wennington at a point in the said main line about three yards west of the northern end of the up platform at Abbotts Ripton Station.

Widening—Abbotts Ripton to Wood Walton :—

A widening (No. 3) of the said main line on both sides thereof commencing by a junction with the intended Widening No. 2 at the termination thereof and terminating in the parish of Wood Walton at a point in the centre of the said main line about thirty-four yards measured in a southerly direction from the Wood Walton signal box.

Widening—Wood Walton to Yaxley :—

A widening (No. 4) of the said main line on both sides thereof commencing by a junction with the intended Widening No. 3 at the termination thereof and terminating in the parish of Yaxley by a junction with the said main line at a point thereon about one hundred and sixty yards south of the centre of the bridge carrying the said main line over Yaxley Lode.

Widening—Essendine to Little Bytham :—

A widening of the main line of the Company on both sides thereof commencing in the parish of Essendine in the rural district of Ketton in Rutlandshire by a junction with the said main line at a point about seventy yards north-west of the centre of the Essendine south signal box and terminating in the parish of Little Bytham in the parts of Kesteven in

A.D. 1898.

Lincolnshire by a junction with the said main line at a point about ten yards north of the northern end of the platforms at Little Bytham Station.

Widening—Finchley to Edgware:—

A widening of the Edgware branch of the Company on both sides thereof wholly in the county of Middlesex commencing in the parish of Finchley in the urban district of Finchley by a junction with the High Barnet branch of the Company at a point about seven yards south-east of the south-eastern face of the bridge carrying the public road known as Ballard's Lane over the said High Barnet branch and terminating in the parish of Edgware at a point about three yards north-east of the north-western end of the platform at Edgware Station.

Widening of the Skegness Branch:—

A widening of the Skegness branch of the Company on both sides thereof wholly in the parts of Lindsey in Lincolnshire commencing in the parish of Firsby in the rural district of Spilsby by a junction with the said Skegness branch at a point about thirty-six yards measured in a south-westerly direction along the said branch from the south-western end of the up platform at Firsby Station and terminating in the parish of Skegness in the urban district of Skegness at a point midway between the centre platform and the eastern platform at Skegness Station about twenty-one yards south-west of the south-western face of the station buildings.

Power to cross certain roads on the level.

6. Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of the railway carry the same across and on the level of the public roads next herein-after mentioned (that is to say):—

No. on Deposited Plan.	Parish.
22 and 24	Abbotts Ripton with Wennington.
20	Connington.
45	Holme.
20	Essendine.
2, 28 and 34	Thorpe.
15, 36 and 41, 55	Wainfleet All Saints.

Provided that with respect to the following roads the Company shall construct and maintain at each of the said level crossings a footbridge if and when so required by the road authority having jurisdiction over the road so crossed but when such footbridge shall have been completed to the satisfaction of such road authority all public rights of way for foot passengers over such level crossing shall be extinguished :—

No. on Deposited Plan.	Parish.
22 and 24	Abbotts Kipton with Wennington.
20	Connington.
45	Holme.
20	Essendine.
55	Wainfleet All Saints.

Inclination of road.

7. In altering for the purposes of this Act the road numbered on the deposited plans 25 in the parish of St. Andrew Hertford the Company may make the same of any inclinations not steeper than one in twenty-one.

Height and span of bridges.

8. The Company may make the arches of the bridges for carrying the railway over the roads next herein-after mentioned of any heights and spans not less than the heights and spans herein-after mentioned in connexion therewith respectively (that is to say) :—

No. on Deposited Plan.	Parish.	Description of Road.	Height.	Span.
			Ft. Ins.	Feet.
14	Knebworth	Public	13 6	25
17	Hitchin	Public	13 9	25
23	St. John Huntingdon	Public	17 4	34
4	Carlby	Public	14 6	25
14	Hendon	Public	13 0	25

Power to stop up public highways.

9. 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 in possession of all the houses on both sides of the public highway numbered on the deposited plans in respect of Railway No. 1 26 in the parish of Enfield and intended to be stopped up they may stop up and extinguish all rights of way over such highway.

Power to divert roads as shown on deposited plans.

10. The Company may divert the public highways referred to in the next following table in the manner shown upon the deposited plans and sections and when and as in each case the new portion of any road is made to the satisfaction of two justices and is open for public use may stop up and cause to be discontinued as a road

A.D. 1898.

so much of the existing road as will be rendered unnecessary by the new portion of road (that is to say) :—

Railway.	Parish.	No. of Road on Plan.
No. 2 - - - - -	Datchworth - -	31
	Datchworth - -	36
	Sheephall - -	1
Nos. 3 and 4 - - -	Knebworth - -	14
Nos. 7 and 8 - - -	St. Mary Islington -	14
Widenings at Langley - -	Stevenage - -	14
Widening of the Skegness Branch -	Thorpe - -	28

And when and so soon as such portion of each of the said roads is so stopped up all rights of way over the same shall cease and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the portion of road stopped up as far as the same is bounded on both sides by lands of the Company.

Tolls &c. on widenings and new railways.

11. The new railways and the widenings of railways and the works connected therewith respectively executed under the powers of this Act shall for the purposes of tolls rates and charges and all such purposes whatsoever form part of the undertaking of the Company Provided that the tolls and terminals set forth in Scale II. of the Schedule to the Great Northern (Rates and Charges) Order 1891 shall be applicable to and in relation to Railway No. 9 by this Act authorised.

Period for completion of railways.

12. 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 respectively as is then completed.

Penalty unless railways are opened within the time limited.

13. If the Company fail within the period limited by this Act to complete the new railways by this Act authorised 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 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 were prevented from completing or opening such new 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.

14. 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 respectively 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 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.

Running powers to the Great Central Railway Company.

15. The Great Central Railway Company may have and exercise over the railway at Langwith (Railway No. 9) by this Act authorised the same running and other powers rights and privileges as are conferred on the Great Central Railway Company (formerly the

A.D. 1898.

Manchester Sheffield and Lincolnshire Railway Company) by section 10 (Running powers to the Manchester Sheffield and Lincolnshire Railway Company) of the Great Northern Railway Act 1892 and the said section 10 shall be read and construed accordingly.

Running powers to London and North Western Railway Company.

16. The London and North Western Railway Company may have and exercise over Railway No. 9 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 to 34 of that Act.

Company to complete Leen Valley line.

17. The Company shall complete the Leen Valley Extension Railways authorised by the Great Northern Railway Act 1892 the Great Northern Railway Act 1893 and the Great Northern Railway Act 1896 respectively and the Railway No. 9 by this Act authorised with all reasonable despatch and open the same for traffic.

For protection of Lancashire Derbyshire and East Coast Railway Company.

18. The following provisions for the protection of the Lancashire Company shall unless otherwise agreed between the Company and the Lancashire Company apply and have effect :—

(1) The Company shall not without in every case the previous consent of the Lancashire Company in writing under their common seal take use enter upon or interfere with any land railway siding or other work from time to time belonging to or worked by that company except only so far as shall be necessary for the purpose of making and maintaining the railways by this Act authorised as the same are according to this Act to be constructed :

(2) With respect to any land of the Lancashire Company which the Company is by this Act authorised to take use enter upon or interfere with the Company shall not purchase or take the same but the Company may purchase and take and the Lancashire Company may and shall sell and grant accordingly an easement or right of using the same for the purpose for which but for this enactment the Company might purchase and take the same :

(3) The junctions of the Railway No. 9 by this Act authorised shall be constructed at such points within the limits of deviation shown upon the deposited plans and in such manner as shall be reasonably approved by the principal engineer of the Lancashire Company :

(4) If by reason of the construction of the said railways and works or of any junction or altered or substituted junction it shall become necessary to add to or alter any signal cabins signal posts signals or other works on the railways of the Lancashire Company that company shall make such additions or alterations and the expense thereof shall be repaid to them by the Company forthwith on demand and the cost of maintenance and working of any such additional or altered signal cabins signal posts signals or other works as shall have become necessary by reason of the works of the Company shall forthwith on demand be repaid to the Lancashire Company by the Company:

(5) The said railways and junctions where the same will be made upon or across or will otherwise interfere with any railway siding or other work belonging to or worked by the Lancashire Company shall subject to the foregoing provisions of this enactment be constructed according to plans and sections to be previously submitted to and reasonably approved by the principal engineer for the time being of the Lancashire Company or in case of difference between him and the principal engineer for the time being of the Company by an arbitrator to be appointed in manner herein-after provided:

(6) The Company shall take all reasonable precautions in the execution of their works to prevent any interference with the free uninterrupted and safe use of any railway siding or other work belonging to the Lancashire Company:

(7) The Company shall bear and on demand pay to the Lancashire Company the expense of the employment by that company during the execution of any work affecting any railway siding or other work of that company of a sufficient number of inspectors watchmen and signalmen to be appointed by that company for watching and signalling the same with reference to and during the execution of any such work of the Company and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employ of the Company or of their contractors:

(8) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any person in the employ of the Company or of their contractors or otherwise any railway siding or other work of

A.D. 1898.

the Lancashire Company shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the Lancashire Company may make good the same and recover the expense thereof with full costs against the Company in any court of competent jurisdiction and if any interruption shall be occasioned to the traffic of or upon any such railway siding or other work of the Lancashire Company by reason of any of the matters or causes aforesaid the Company shall pay to the Lancashire Company all costs and expenses to which that company may be put as well as full compensation :

(9) The Company shall at all times maintain the junctions or other works affecting the railway sidings or other works of the Lancashire Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of that company and if and whenever the Company fail so to do the Lancashire Company may make and do in or upon as well the lands of the Company as their own lands all such works and things as that company reasonably think requisite in that behalf and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company :

(10) If in the opinion of the Lancashire Company or in case of difference between them and the Company of an arbitrator to be appointed as herein-after provided it shall be necessary for the Lancashire Company to purchase or pay compensation for any minerals required to be left unworked for the protection and safety of any works constructed under the powers of this Act or for any additional minerals beyond those which but for this Act would have been required to be so left unworked then the Company shall on demand pay to the Lancashire Company all costs and expenses incurred by them in relation to any such purchase or payment of compensation and the amount of such costs and expenses or as the case may be the amount of the additional cost and expenses shall in case of difference be determined as herein-after provided :

(11) If the Lancashire Company shall at any time hereafter be desirous for the purpose of forming branches or sidings to any existing or intended collieries works or manufactories of constructing bridges under or over the said railways by this Act authorised the Company shall afford to the Lancashire

Company all reasonable and proper facilities for the construction of such bridges according to plans to be agreed between the principal engineers of the two Companies for the time being or in case of difference to be determined by arbitration as herein-after provided :

(12) If any difference shall arise between the Company and the Lancashire Company as to the true intent and meaning of this enactment or the mode of giving effect thereto the same shall be from time to time determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

For protection of New River Company.

19. For the protection of the New River Company the following provisions shall (unless otherwise agreed between the New River Company and the Company) have effect (that is to say) :—

(1) All works matters or things which under the provisions of this Act or the incorporated Acts the Company may be empowered or required to do or execute with reference to the mains pipes services and other works and apparatus belonging to the New River Company (which mains pipes services and other works and apparatus are herein-after in this section referred to as and are included in the expression "water apparatus") shall be done and executed by and at the cost of the Company but to the reasonable satisfaction of and in such manner as shall be reasonably required by the engineer of the New River Company and such works matters or things shall not be commenced until after fourteen days' previous notice thereof in writing together with a plan and section of the proposed works shall have been given to the New River Company And if the New River Company signify their disapproval within fourteen days after delivery of the said plan and section as aforesaid the Company shall not commence nor execute any such works unless and until a plan and section thereof shall have been approved by an engineer to be appointed by the Board of Trade on the application of the Company The Company shall execute all such works as aforesaid in accordance with the plan and section as submitted to the New River Company or approved by the said engineer as the case may be and shall not lay down alter remove or interfere with any such water apparatus contrary to the provisions of any Act relating for the time being to the New River Company :

(2) The Company shall pay to the New River Company the value of all such water apparatus belonging to and used by the New

A.D. 1898.

River Company for supplying water as the Company may take and the same shall thereupon become the property of the Company and the Company shall also pay to the New River Company their reasonable charges of removing or altering any of their other water apparatus in immediate communication with the water apparatus so taken as aforesaid and which in consequence of the works of the Company shall become useless or require to be altered:

(3) In the event of any injury to the water apparatus of the New River Company by reason of the said railways or works of the Company authorised by this Act or by any act or default of the Company their agents or contractors whether the same shall happen during the construction or execution of the railways or works or after the railways or works shall have been completed or in the event of any loss to the New River Company from any interruption to their supply of water through any act or default of the Company their agents or contractors the Company shall be answerable and shall pay to the New River Company all damages and make good all loss arising therefrom and be liable at all times thereafter to make good at their own expense whatever injury may be done or caused to the water apparatus of the New River Company Provided that the Company shall not be liable for any such damages loss or injury as aforesaid if the same be occasioned by reason of the execution or failure of any works or by reason of any act or omission which shall be executed or done or happen in accordance with any requirement of the New River Company.

If any difference shall arise between the Company and the New River Company touching this section or anything to be done or not to be done thereunder the same shall be determined by an engineer to be agreed on between the Company and the New River Company or by an engineer to be appointed by the Board of Trade on the application of either party after notice to the other.

For protection of Gas Light and Coke Company.

20. For the protection of the Gas Light and Coke Company (in this section referred to as "the gas company") the following provisions shall have effect (that is to say):—

(A) All works matters or things which under the provisions of the Railways Clauses Consolidation Act 1845 or this Act the Company may be empowered or required to do or execute with reference to the mains pipes syphons or other works of the gas company shall be done and executed by and at the cost of the Company but to the reasonable satisfaction and in such manner as shall be reasonably required by the engineer for the

time being of the gas company and such works matters or other things shall not be commenced until after fourteen days' previous notice thereof in writing together with a plan and section of the proposed works shall have been given to the gas company and if the gas company signify their disapproval within fourteen days after delivery of the said notice plan and section as aforesaid the Company shall not commence nor execute any such works unless and until a plan and section thereof shall have been approved by an engineer to be appointed by the Board of Trade on the application of the Company The Company shall execute all such works as aforesaid in accordance with the said plan and section as submitted or approved as the case may be If it should appear to the gas company that such works will interfere with or endanger any of their apparatus or impede the supply of gas the gas company may give notice to the Company to alter the position of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus in such manner as may be considered necessary and to lay or place under any apparatus cement concrete or other like substance and any difference as to the necessity of such alteration support substitution laying or placing cement concrete or other like substance shall be settled as herein-after provided and all such works shall be done and executed by and at the expense of the Company but to the satisfaction and under the superintendence of the engineer of the gas company and the reasonable costs charges and expenses of such superintendence shall be paid by the Company And if the gas company by notice in writing to the Company within seven days after the receipt by them of notice of the intended commencement by the Company of any such works so require the gas company may by their own engineer or workmen do and execute such works so far as they interfere with or affect the apparatus of the gas company and the Company shall on the completion thereof pay to the gas company the reasonable expenses incurred by them in the execution thereof to be recovered against the Company in any court of competent jurisdiction and the Company shall not lay down any such mains pipes syphons or other works contrary to the regulations of any Act of Parliament relating to the gas company Provided always that if the gas company shall elect themselves to execute any portion of the works matters and things which the Company may by this Act be empowered or required to execute relating to the construction

A.D. 1898.

or laying of any mains pipes syphons apparatus or other works of the gas company and of such their election shall give seven days' notice in writing to the Company by leaving the same at their head office the gas company may (subject to and in accordance with the provisions of this Act so far as they are applicable) themselves execute that portion of the said works matters and things and the reasonable expense of and incident to the executing the same shall be repaid by the Company to the gas company on demand and such expense may be recovered from the Company in any court of competent jurisdiction:

(b) The Company shall pay to the gas company the value of all such mains pipes syphons and other apparatus belonging to the gas company in and used by the gas company for supplying gas to any streets highways roads footpaths lanes courts passages and other places within the limits shown on the deposited plans as the Company may take and the same shall thereupon become the property of the Company and the Company shall also pay to the gas company their reasonable charges of removing or altering any of the mains pipes syphons or other apparatus in immediate communication with the mains pipes syphons or other apparatus so taken as aforesaid and which in consequence of the works of the Company shall become useless or require to be altered:

(c) It shall be lawful for the gas company and the engineers workmen and others in their respective employ at all reasonable times when it may be necessary to enter upon the lands works and premises of the Company for the purpose of executing the works matters and things specified in the preceding sub-section Provided always that in executing the said works matters and things the gas company their engineers or workmen or others in the employ of the gas company shall not interrupt the user of any of the works by this Act authorised And provided also that the gas company shall make good and reimburse to the Company all damages to the works of the Company occasioned by the exercise of the powers by this section reserved the amount of such damages to be recoverable by the Company in any court of competent jurisdiction:

(d) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the gas company all costs losses damages penalties and expenses which may be incurred by or occasioned to the gas company or to any of their mains pipes syphons apparatus property works and

conveniences (including any loss of gas or interruption in the supply of gas by the gas company and all injury or loss by explosion or otherwise) through by reason of or consequent on the execution user or failure of any of the intended works or through by reason of or consequent on any act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others or by reason of or consequent on any subsidence caused by the railway of the Company or any works authorised by this Act to be done by the Company and the Company will effectually indemnify and hold harmless the gas company from all penalties claims and demands upon or against them by reason of such execution or failure or of any such act or omission as aforesaid Provided that the Company shall not be liable for any such costs losses damages or expenses as aforesaid if the same shall be occasioned by anything done or not done in compliance and accordance with any requirement of the gas company :

(E) The gas company may if they deem fit employ watchmen or inspectors to watch and inspect the works whereby any apparatus of the gas company will be interfered with or affected during their construction repair or renewal and the reasonable wages of such watchmen or inspectors shall be borne by the Company and be paid by them to the gas company and shall be recoverable against the Company in any court of competent jurisdiction :

(F) Any difference arising between the Company and the gas company respecting any of the matters referred to in this enactment and any disagreement within section 19 of the Railways Clauses Consolidation Act 1845 shall be referred to and settled at the request of either party by an engineer to be appointed as arbitrator by the President of the Institution of Civil Engineers.

For the protection of the London County Council.

21. For the protection of the London County Council be it enacted as follows :—

(1)—(A) Notwithstanding anything in this Act or on the deposited plans and sections where any bridge is constructed under the powers of this Act over any streets or roads mentioned in this section 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 and the width of any such bridge measured at

A.D. 1898.

right angles to the centre line of the railway shall not be more than the width herein-after stated (that is to say) :—

Name of Road.	Railway on Deposited Plan.	Number on Deposited Plan.	Headway.	Span at Right Angles to Road.	Width of Bridge at Right Angles to centre line of Railway.
			Ft. In.	Ft. In.	Ft. In.
Seven Sisters Road	Nos. 7 and 8	13	16 0	60 0	50 0
Stroud Green Road	Nos. 7 and 8	46	16 0	53 0	40 0

(B) Both bridges constructed as aforesaid shall be iron or steel girder bridges with no piers on the public road or footway and shall be of a reasonably ornamental character and design and the abutments of the proposed bridges 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 the public carriageway or footway and so as to deaden so far as reasonably practicable the sound of engines carriages and traffic passing over them and except with the consent of the said county council the parapets of such bridges shall be carried up to a height of not less than nine feet above the level of the rails No part of the said bridge over the Seven Sisters Road shall be constructed at a less distance than ten feet nine inches from any part of the parapet of any existing bridge over the said road and no part of the parapet of the said bridge over Stroud Green Road shall be constructed at a less distance than thirteen feet nine inches from any part of the parapet of any existing bridge over such road and no portion of any of the intervening space between the parapets of such bridges shall at any time be covered over or occupied by any works of the Company unless with the previous consent in writing of the said county council :

(C) The Company shall not commence the erection of any such bridge as aforesaid until they shall have given to the said county council twenty-eight days' notice in writing of their intention to commence the same by leaving such notice at the office of the said county council with plans sections elevations or other particulars of the construction of the said bridge and if the said county council shall signify their disapproval within twenty-eight days after service of the said notice and delivery of the said plans and sections as aforesaid then the Company shall not commence any such bridge unless and until

plans and sections thereof shall have been approved by an engineer to be appointed by the Board of Trade on the application of the Company after notice to the said county council The Company shall construct every such bridge in accordance with the plans and sections as submitted to the said county council or as approved by the said engineer as the case may be and shall save harmless the said county council against all and every expense to be occasioned thereby:

(2) Notwithstanding anything contained in this Act or shown on the deposited plans the road to be constructed in substitution for the road numbered on the deposited plans 14 in the parish of Islington shall unless otherwise agreed with the said county council have a clear width of at least forty-five feet and shall be constructed in accordance with a plan and section previously submitted to and approved by the said county council and shall be metalled and channelled and the footways thereof shall be flagged in all respects in a fit and proper manner:

(3) The Company shall not where any house or building in the county of London shall have been wholly or in part demolished by them leave any adjoining structures or any portion of a partly demolished structure in any unsightly condition viewed from any highway for any longer period than is reasonably necessary:

(4) 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 bridges by this Act authorised to be constructed over any public street in the county of London any placards or advertisements except such as relate to the business of the Company:

(5) If any difference shall arise between the said county council and the Company touching this section or anything to be done or not to be done thereunder the same shall be determined by an engineer to be agreed on between the said county council and the Company or failing agreement to be appointed by the Board of Trade on the application of either party after notice to the other.

As to Finsbury Park.

22.—(1) As the consideration for the acquisition by the Company of and in full compensation for the piece of land numbered 6 on the deposited plans and forming part of Finsbury Park the Company shall before they enter upon take or use any part of the said land unless otherwise agreed with the London County Council convey to the said council free of cost an area of land equal to the area so to be acquired by the Company adjoining

A.D. 1898.

and on the west side of the said park and now forming part of the top of the slope of their railway.

(2) The Company shall at their own expense and to the reasonable satisfaction of the said council fence off the portion of the said park to be acquired by the Company under the powers of this Act and shall transplant in such situation in the said park as the said council shall reasonably determine such of the trees and shrubs in the portion of the said park to be acquired as aforesaid as are in the opinion of the said council capable of being transplanted and shall provide within the said fence such other trees and shrubs for screening the said park from the railway as shall be reasonably required by the said council.

(3) The Company shall also at their own expense and to the reasonable satisfaction of the said council construct a suitable unclimbable fence along the west side of the land to be conveyed by the Company to the said council as aforesaid and shall level and lay out the said land as part of the park and shall provide and plant upon the said land such trees and shrubs as shall be reasonably required by the said council.

(4) If any difference shall arise between the said council and the Company touching the foregoing sub-sections (2) and (3) of this section or anything to be done or not to be done thereunder the same shall be determined by an engineer to be agreed on between the said council and the Company or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice to the other.

For protection of vestry of parish of Saint Mary Islington.

23.—(1) For the protection of the vestry of the parish of Saint Mary Islington (in this section called "the vestry") be it enacted as follows:—

(A) Before the Company shall break up any road street carriageway or footway within the said parish they shall give to the clerk of the vestry fourteen days' notice in writing of their intention to break up or open such road street carriageway or footway:

(B) No road street carriageway or footway shall be broken up or opened except under and in accordance with the reasonable 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 (A):

(C) 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 portions so broken up of the said roads streets and footways and of the parts contiguous thereto which may be affected by the works of the Company in good and substantial repair in every respect to the reasonable satisfaction of the said surveyor for twelve months after the same shall have been so restored as aforesaid:

(D) If any existing sewers drains or gullies in the said parish shall be broken up or disturbed by the Company in the execution of the works by this Act authorised the same shall be reinstated or made good by and at the expense of the Company to the reasonable satisfaction of the vestry:

(E) The Company shall at their own expense during the time that any road street carriageway footway sewer or drain in the said parish is opened or broken up in pursuance of this Act cause the same to be properly fenced or guarded and lighted:

(F) No down pipe for the discharge of water shall project over or discharge upon any carriageway or footway in Seven Sisters Road or Stroud Green Road:

(G) The Company shall at their own cost set up or fix under the bridges proposed to be constructed in pursuance of this Act over Seven Sisters Road and Stroud Green Road such lamps as the vestry may reasonably require for the efficient lighting of the portions of the roads under such bridges and such lamps shall be kept in lighting at the expense of the Company during such hours as the vestry may reasonably require The carriageway underneath the bridge in Stroud Green Road shall be paved with granite setts or hard wood blocks (as the vestry shall direct) at the Company's expense to the reasonable satisfaction of the surveyor to the vestry:

(H) As soon as Station Road numbered 14 on the deposited plans for the parish of Islington shall have been closed pursuant to the powers of this Act the footways of Seven Sisters Road and Stroud Green Road shall be continued across the ends of such road and pitched crossings shall be formed at the intersection of the proposed new road with Seven Sisters Road and Stroud Green Road All alterations in the existing carriageways and gullies and all new gullies rendered necessary in consequence of any of the works authorised by this Act shall be carried out or constructed to the reasonable satisfaction of the vestry at the expense of the Company:

(I) If any difference shall arise between the vestry and the Company touching this section or anything to be done or not to be done thereunder the same shall be determined by an engineer to be agreed on between the said vestry and the

A.D. 1898.

Company or failing agreement to be appointed by the Board of Trade on the application of either party after notice to the other.

(2) Nothing in this section shall apply to any bridges or to any works matters or things mentioned or referred to in the section of this Act whereof the marginal note is "For the protection of the London County Council."

For protection of urban district council of Hornsey.

24. For the protection of the urban district council of Hornsey (herein-after called "the council") the following provision shall unless otherwise agreed between the council and the Company apply and have effect:—

The Company shall pay to the council all rates leviable by or payable to them upon the respective assessments of any lands or property shown upon the deposited plans or a proportion of such rates respectively from the time such lands or property respectively shall be acquired by the Company until the Company's works are completed and liable to be assessed to such rates and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in the rate made in the month of April one thousand eight hundred and ninety-eight notwithstanding that the buildings thereon or forming part thereof may have been taken down.

For protection of Enfield Urban District Council.

25. For the protection of the urban district council of Enfield (in this section called "the council") the following provisions shall unless otherwise agreed between the council and the Company apply and have effect:—

(1) The Company will in constructing the said Railway No. 1 by this Act authorised construct at the council's expense a culvert of such reasonable size and character as shall be desired by the council under the said railway at a point about one furlong eight chains from the commencement thereof and will at the like expense construct a culvert of the like size and character as and also in continuation of the said culvert under the existing line of the Company And the Company will at the like expense at all times hereafter give reasonable facilities to the council for laying sewers water mains drains or other pipes of the council through the said culverts:

(2) The Company shall not in constructing the bridge (if any) over Station Road or in carrying out their works therein disturb the pipes sewers and drains of the council in the said road And the Company shall at all times hereafter

repair the said road if and so far as the said road is not closed in pursuance of the section of this Act of which the marginal note is "Power to stop up public highway" and any houses are left standing thereon :

(3) The width (between parapets) of the roadway of the bridge over the railway at Lavender Hill shall be forty feet and the dimensions of the openings of the bridges over the under-mentioned public roads shall be as follows (namely) :—

Name of Road.	Width or Span of proposed Bridge on Square with Line of Road.	Headway of proposed Bridge.
	Ft. In.	Ft. In.
Windmill Hill - - -	44 0	15 3
Chase Green Avenue - - -	40 0	16 0
Holtwhites Hill - - -	40 0	15 3
Cattlegate Road - - -	40 0	16 0

All such bridges over the said roads shall be constructed in one span without columns or supports between the abutments and no part of the walls abutments or wing walls of any bridge shall project on to any part of the highway :

(4) In every case in which the bridges referred to in the last sub-section cross over the said roads at a point at which such roads are less than forty feet in width the Company shall dedicate to the public and throw into the highway so much land as lies between the abutments and wings of the said bridges carrying the railway over such public roads and also so much land on either side of the roads as may be necessary to make the highway of a clear width of forty feet to the full extent of the works of the Company or of the land which the Company may acquire within the limits of deviation shown on the deposited plans :

(5) The Company shall at their own cost within twelve months from the completion of the Enfield portion of the said Railway No. 1 plant with plane or other suitable trees both sides of the part of the embankment (if any) which will lie between Windmill Hill and Chase Green Avenue and keep the same in fair order But this provision shall not impose any greater or other obligation on the Company nor prejudice nor interfere with their right as the absolute owners of such embankment

A.D. 1898.

and railway to cut down the said trees or to plant other trees or to deal with the said embankment in any manner they may think fit:

(6) The Company shall at their own cost provide and at all times hereafter maintain a culvert under the said railway of reasonably sufficient size and construction to carry off the water that comes down the watercourse in the fields north of Chase Green Avenue:

(7) The Company shall take all such precautions and do all such acts as may be reasonably necessary to protect from injury or diminution the water supply at present coming into the conduit on Gordon Hill:

(8) The Company shall in constructing the bridge carrying the Lavender Hill Road over the new railway at their own expense make suitable provision for carrying all sewers water mains surface drains and other pipes over the said railway by leaving a sufficient space between the surface of the road and the crown of the arch forming the bridge or by other efficient means If in the execution of the works any existing sewers or other pipes of the council are in any way disturbed or injured the same shall be reinstated or repaired by and at the expense of the Company:

(9) Culverts shall be constructed by and at the expense of the Company at the points one mile forty-three chains and one mile seventy-five chains from the commencement of the said Railway No. 1 of sufficient size and construction to carry off the water that comes down the watercourses at those points and to enable the council to lay inside each of such culverts a pipe eighteen inches in diameter on one side of the culvert and a pipe nine inches in diameter on the other side of the culvert The council shall be at liberty at any time hereafter on giving reasonable notice to the Company to lay and maintain such pipes in the said culverts:

(10) The brickwork of the bridges carrying the line over Windmill Hill and Chase Green Avenue shall be faced with red bricks and shall have a stone coping and shall be of a reasonably ornamental character:

(11) If any difference shall arise between the council and the Company touching this section or anything to be done or not to be done thereunder the same shall be determined by an engineer to be agreed on between the council and the Company or failing agreement to be appointed by the Board

of Trade on the application of either party after notice to the other.

As to Enfield or Chase Green.

26. In lieu of and in compensation for any part of the land known as Enfield or Chase Green which shall be taken by the Company the Company shall at their own cost acquire an equal area of that portion of the garden of the house known as the shrubbery lying to the east of the Railway No. 1 by this Act authorised and adjoining the said green which is not the property of the trustees of the said green and shall at the like cost convey the same to the uses and upon and subject to the trusts rights and interests to upon and subject to which the land so taken is now vested held or enjoyed Provided that if the area of the property taken from the said green shall be greater than the area of the garden so conveyed by the Company then the Company shall at the like cost in addition acquire and convey as aforesaid other suitable ground not the property of the trustees adjoining the green at least sufficient in extent to make up the difference between the land so taken and the land so conveyed as aforesaid Provided further that if the area of such garden so acquired by the Company exceeds in extent the area required by the Company for the purposes of their undertaking and the area to be added as aforesaid to the said green they shall by writing under the hand of their secretary in the first place offer such excess area to the trustees of the green and failing their acceptance of such offer within three months from the date thereof the Company shall by writing under the hand of their secretary offer such excess area to the urban district council of Enfield (in this section called "the council") If within three months from the date of either of such offers as aforesaid the said trustees or the council as the case may be shall by writing signify their acceptance of such offer as aforesaid the Company shall sell and convey and the said trustees or the council as the case may be shall purchase and take the said excess area at a price to be agreed or failing agreement to be determined in accordance with the provisions of the Lands Clauses Acts and the Company shall not be entitled to erect any buildings on or to dispose of the said excess area unless and until the council shall have refused or failed for three months after the receipt of the said offer to accept the same.

For protection of John Walker Ford.

27. For the protection of John Walker Ford of Old Park Enfield in the county of Middlesex or other the owner or owners for the time being of the Old Park Estate and Chase Park (all of whom are in this section included in the expression "the owner") the following provisions shall unless otherwise agreed between the

A.D. 1898.

owner and the Company be observed and have effect (that is to say):—

(1) The Company shall not without the consent of the owner deviate the Railway No. 1 so that any part of their works shall be constructed to the eastward of the line marked A B on the plan herein-after referred to:

(2) The Company shall before commencing the construction of the said railway acquire all the parts of the property of the owner coloured pink on the plan signed by William Henry Elwell on behalf of the Company and Franc Sadlier Brereton on behalf of the owner and shall at the same time purchase and the owner shall sell the land coloured blue on the said plan and the Company shall not acquire any property of the owner to the eastward of the aforesaid line marked A B on the said plan and shall not utilise any portion of the said property to the east of the centre line shown on the deposited plans for any other purpose than the construction of running lines:

(3) The Company shall construct and maintain on the eastward side of the railway throughout the estate a proper fence to be agreed and shall plant inside such fence a quick-set hedge and thereafter maintain the same:

(4) The Company shall properly soil with mould and plant the eastern slope of any embankment constructed on the said land coloured pink on the said plan with plane or other suitable trees to the reasonable satisfaction of the owner and shall keep such plantation in good order and properly planted as aforesaid But this provision shall not impose any greater or other obligation on the Company nor prejudice nor interfere with their right as the absolute owners of such embankment and railway to cut down the said trees or to plant other trees or to deal with the said embankment in any manner they may think fit:

(5) All materials of Chase Park House and buildings when pulled down and fences and all timber on the lands of the owner acquired by the Company shall be the property of the owner:

(6) Notwithstanding anything in this Act the power by this Act conferred upon the Company for the compulsory purchase of portions of the property of the owner shall not be exercised after the expiration of twelve months from the date of the passing of this Act and the Company shall serve notice to treat simultaneously for all portions of the property of the owner proposed to be taken compulsorily for such purposes:

(7) Any difference which may at any time arise between the owner and the Company with respect to any matter under the foregoing provisions of this section shall be settled by an arbitrator to be appointed (unless otherwise agreed upon) by the President of the Institute of Surveyors upon the application of either of the parties :

(8) In assessing the compensation payable to the owner for the lands taken by virtue of the powers of this Act the jury arbitrator or umpire as the case may be under the Lands Clauses Acts shall have regard to the damage to or depreciation if any in value of the remaining portion of the lands belonging to the owner by the construction or user of Railway No. 1.

For protection of urban district council of Hendon.

28. The following provisions shall have effect for the protection of the urban district council of Hendon (in this section called "the council") (that is to say) :—

(1) The level and width of the public road numbered 9 on the deposited plans relating to the parish of Hendon and known as Frith Lane shall not be permanently altered The bridges carrying the line of railway over the said road and over the road numbered 14 on the said plans shall be girder bridges of a width of at least forty feet measured on the square with a headway of fifteen feet throughout If the Company find it necessary to reconstruct the existing bridges which carry the single line of railway over the said roads on new lines they shall reconstruct the same of a width of at least forty feet measured on the square with a headway of fifteen feet throughout :

(2) The public footpath numbered 60 on the deposited plans and the footpath which crosses the existing line of railway between the fields numbered respectively 82 and 84 on the deposited plans shall be carried over the railway by means of lattice girder footbridges each bridge is to be of the clear width of not less than six feet and of such design as shall be reasonably approved by the surveyor of the council with swing gates at both ends and each bridge shall be for ever maintained and kept in good repair by the Company to the reasonable satisfaction of the surveyor to the council :

(3) The Company will construct on the north side of the existing line and along their boundary a screen seven feet in height extending in an easterly direction for a distance of twenty chains in length from the bridge which carries the public highway known as Bunn's Lane over the said line and also on each side of the southerly approach to the said bridge a

A.D. 1898.

screen seven feet in height extending for a distance of five chains from the said bridge:

(4) The Company shall not in any way during the progress of the work or afterwards obstruct any waterway or watercourse:

(5) In constructing any bridges over public highways the Company shall do whatever is reasonably necessary to prevent water percolating through such bridges on to the said highways:

(6) If the sewer laid through the field numbered 89 on the deposited plans passing under the existing line of the Company shall be broken up or destroyed or damaged in the execution of the works by this Act authorised the Company shall to the reasonable satisfaction of the surveyor to the council restore the same or provide instead thereof another proper and sufficient sewer and to the extent to which the line of railway is widened beyond its present width the Company shall at their own expense substitute approved iron pipes laid in Portland cement concrete and shall provide a manhole in connexion therewith:

(7) Unless otherwise agreed between the council and the Company the Company shall not in any way during the progress of the works shut up or in any way impede the public traffic along more than one-half the width of the roads in the district of the council and where the surface of any such road has been interfered with or disturbed by the Company in constructing the works or performing the operations by this Act authorised the Company shall well and sufficiently and to the reasonable satisfaction of the council restore the surface so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration:

(8) Where any of the works to be done under and by virtue of this Act shall or may pass over or under or by the side of or so as to interfere with any sewer drain water-pipe watercourse gas-pipe hydrant defence or work under the jurisdiction or control of the council or shall or may in any way prejudicially affect the sewerage or drainage of the district under their control or the outfalls of their drainage the Company shall not commence such works until they shall have given to the council fourteen days' previous notice in writing of their intention to commence the same by leaving such notice at the office of the council for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and if within fourteen

days after service or delivery of the plan section and particulars as aforesaid the council signify their disapproval thereof then the Company shall not commence nor execute any such works unless and until a plan and section thereof shall have been approved by an engineer to be appointed by the Board of Trade on the application of the Company :

(9) In case of any difference or dispute arising between the surveyor to the council and the engineer of the Company touching or concerning the construction or carrying into effect of any of the works matters or things required to be done or performed by the Company under this Act the same shall be referred to and settled by an engineer or other fit person to be agreed upon or failing agreement to be nominated as referee by the Board of Trade on the application of either party after notice to the other.

For protection of William Ruddock.

29. For the protection of William Ruddock of Orange Hill House in the parish of Hendon (who and his heirs and assigns are herein-after collectively called "the landowner") the following provisions shall notwithstanding anything in this Act contained or shown upon the deposited plans apply and have effect unless otherwise agreed upon in writing between the Company and the landowner (that is to say) :—

(1) Notwithstanding anything shown on the deposited plans the Company shall not be entitled to purchase compulsorily any land of the landowner beyond the distance of sixty feet from the boundary on either side of the existing railway of the Company :

(2) If any difference arise between the landowner and the Company with respect to this section or anything to be done or not to be done thereunder such difference shall be determined by an arbitrator to be agreed upon or failing agreement by an arbitrator to be appointed by the Board of Trade.

For protection of Middlesex main roads.

30. The Company shall execute the works by this Act authorised so far as the same affect any main roads which the county council of Middlesex (in this section called "the county council") are bound to maintain or to repair and so far also as they affect any roads to the maintenance or repair of which the county council may contribute subject to the following conditions :—

(A) The Company shall not commence nor execute any such works as aforesaid until after one month's previous notice thereof in writing together with plans and drawings of the works intended to be executed shall have been delivered to the surveyor of Middlesex county bridges and if the said surveyor

A.D. 1898.

shall by writing under his hand signify his disapproval of such works within one month after such plans and drawings have been delivered to him then the Company shall not commence nor execute any such works unless and until plans and drawings thereof shall have been examined and approved of by an engineer to be appointed by the Board of Trade on the application of the Company:

(B) The Company shall execute all such works as aforesaid in accordance with the said plans and drawings as delivered or approved as the case may be at their sole expense and under the superintendence and to the reasonable satisfaction of the said surveyor:

(C) The Company in the execution of any such works as aforesaid shall not cause any unreasonable interruption of the passage or conduct of the traffic over the said roads and shall cause as little detriment and do as little damage as may be to the said roads respectively and shall and will at their own expense in a proper and workmanlike manner and to the reasonable satisfaction of the said surveyor make good all damage and injury whatsoever which shall happen or arise to the said roads or any of them by reason or in consequence of the execution or performance of any such works as aforesaid or any of them:

(D) If the Company shall neglect or refuse to make good all such damage and injury as aforesaid then it shall be lawful for the county council to do all works necessary for making good all such damage or injury and the Company shall within fourteen days after demand under the hand of the clerk of the county council make full compensation to the county council for all damage caused or done to any such roads as aforesaid and shall also bear and pay all the costs charges and expenses which shall have been caused or occasioned by such neglect or refusal as aforesaid:

(E) The Company shall during the progress and until the completion of so much of the said works as affect any such roads as aforesaid make and carry into effect such arrangements for lighting and watching the portions of the roads interfered with and also the works themselves as may be necessary to prevent danger or accident to persons and vehicles using the said roads:

(F) If any difference shall arise between the Company and the county council touching this section or anything to be done or not to be done thereunder the same shall be determined by an engineer to be agreed on between the Company and the county

council or by an engineer to be appointed by the Board of Trade on the application of either party after notice to the other.

For protection of North Middlesex Gas Company.

31. For the protection of the North Middlesex Gas Company (in this section called "the gas company") the following provisions shall notwithstanding anything in this Act contained apply and have effect unless otherwise agreed in writing between the Company and the gas company (that is to say):—

(1) Notwithstanding anything shown on the deposited plans the Company shall not be entitled to purchase compulsorily any part of the land of the gas company in the parish of Hendon numbered 16 on the deposited plans except such part thereof as lies within a distance of one hundred and eight feet from the nearest rail of the existing railway of the Company:

(2) Nothing in this section contained shall be deemed to in any way restrict the gas company after the expiration of twelve months from the passing of this Act from using the said part of the said land numbered 16 on the said plans for the purposes of their undertaking or the execution or erection thereon of any operations works or buildings connected with such purposes but the gas company shall not be entitled to be compensated by the Company in respect of any operations works or buildings executed or erected thereon before the expiration of the said twelve months.

For protection of Albert George Kitching.

32. For the protection of Albert George Kitching of Chase Court Enfield in the county of Middlesex or other the owner or owners for the time being of Chase Court (all of whom are in this section included in the expression "the owner") the following provisions shall unless otherwise agreed between the owner and the Company be observed and have effect (that is to say):—

(1) The Company shall not without the consent of the owner deviate the Railway No. 1 so that any part of their works shall be constructed to the west of the line marked A B on the plan herein-after referred to:

(2) The Company shall before commencing the construction of the said railway so far as it affects the land of the owner acquire and the owner shall sell at a price to be agreed or in case of difference to be settled in manner herein-after provided all the property of the owner coloured red on the plan signed by A. Ross on behalf of the Company and Bernard Dale on behalf of the owner and the Company shall not acquire any property of the owner to the west of the aforesaid line marked A B on the said plan:

A.D. 1898.

(3) The Company shall construct and maintain on the west side of the railway so far as the same passes through the property of the owner a proper fence to be agreed and shall plant inside such fence a quick-set hedge and thereafter maintain the same:

(4) In constructing any embankment or other works by this Act authorised on the land coloured red on the said plan the Company shall between the points marked C D on the said plan or at such other point as may be agreed with the owner construct and complete to the reasonable satisfaction of the owner a bridge through the embankment having a span of twenty feet and a headway of fifteen feet at the centre of the arch of the said bridge:

(5) The span of the bridge over Chase Hill shall not be less than forty feet and the height of the arch of the said bridge at the centre thereof shall not be less than sixteen feet:

(6) Any difference which may at any time arise between the owner and the Company with respect to any matter under the foregoing provisions of this section shall be settled by an arbitrator to be appointed (unless otherwise agreed upon) by the President of the Institute of Surveyors upon the application of either of the parties.

Building line in Saint Thomas's Road Islington to be observed.

33. Nothing contained in this Act or shown on the deposited plans shall authorise the Company without the consent of the London County Council to erect in Saint Thomas's Road in the parish of Saint Mary Islington any building beyond the general line of buildings in such road.

For protection of Hertfordshire County Council.

34. In the execution of the works and exercise of the powers by this Act authorised the following provisions for the protection of the Hertfordshire County Council (in this section called "the county council") shall have effect (that is to say):—

(1) The Company shall not commence nor execute any works so far as they affect any main roads or bridges which the county council are bound to maintain and repair and so far also as they affect any roads or bridges to the maintenance or repair of which the county council may contribute until one month after they have delivered to the surveyor for the time being of the county council (herein-after called "the said surveyor") plans and sections of the works intended to be executed And if the said surveyor shall by writing under his hand signify his disapproval of such works within one month after such plans and drawings have been delivered to him then the Company shall not commence nor execute any such works unless and until

plans and sections thereof shall have been approved by an engineer to be agreed or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company after notice to the said surveyor:

(2) The Company shall execute all such works as aforesaid at their sole expense and in accordance with the plans and sections as delivered to the said surveyor or as approved by the said engineer as the case may be and under the superintendence and to the reasonable satisfaction of the said surveyor:

(3) The spans and headways of the bridges to be constructed under this Act over the highways herein-after mentioned shall be not less than and the alterations (if any) in the levels and gradients of the roads thereunder shall not exceed the following:—

Railway.	Parish.	Reference No.	Square Span.	Headway.	Level where lowered.	Gradients.
			Ft. In.	Ft. In.		
No. 1	Hatfield -	4	30 0	16 0	Unaltered	
No. 1	Bayford -	32	35 0	16 0	Unaltered	
No. 1	St. Andrew Hertford	10	35 0	16 0	Unaltered	
					Ft. In.	On east side / On west side
No. 2	St. Andrew Hertford	24	35 0	16 0	2 2	1 in 100 / 1 in 50
No. 2	Stapleford -	11	35 0	16 0	5 4	1 in 100

(4) The bridges to be constructed under this Act carrying the highways herein-after mentioned over the railway shall be of not less width between the parapets and the gradient of any approaches thereto shall not exceed the following:—

Railway.	Parish.	Reference No.	Width between Parapets.	Level where raised.	Gradients.
			Ft. In.	Ft. In.	
No. 1	Northaw - -	13	35 0	6 0	1 in 30
					On east side / On west side
No. 2	Watton - -	21	25 0	8 4	1 in 20 / 1 in 60
					On east side / On west side
No. 2	Datchworth -	29	30 0	7 10	1 in 22 / 1 in 40
No. 2	Knebworth -	8	35 0	Unaltered	

A.D. 1898.

(5) Every bridge to be constructed by the Company for carrying the railways over any highway within the county of Hertford shall be made and maintained so far as is practicable to prevent the dripping of water therefrom on any part of such highway or the footway thereof:

(6) All main roads within the county of Hertford including the drains gullies and footpaths which shall be broken up or disturbed by the Company shall be reinstated by them as soon as reasonably practicable and every part of such roads drains gullies and footpaths so taken up or disturbed shall be kept in repair by the Company for a period of twelve months after their reinstatement:

(7) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the county council all costs losses damages and expenses which they may incur or be put to or sustain by reason of the execution or failure of any of the intended works or of any act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or other persons aforesaid and the Company shall effectually indemnify the county council and hold them harmless in respect of all claims and demands upon or against them by reason of such execution or failure or of any such act or omission Provided always that the Company shall not be liable for any such costs losses damages and expenses if the same shall be occasioned by anything done or not done in compliance with any requirement of the county council:

(8) In this section the expression "the railways" means the new railways authorised by this Act or any of such railways:

(9) Any difference which may arise between the Company and the county council as to the true intent and meaning of any of the provisions of this section or as to the mode of giving effect thereto or anything to be done or not to be done hereunder shall be settled by an engineer to be appointed (unless otherwise agreed) upon the application of either of the parties by the President of the Institution of Civil Engineers.

As to footpath at Hertford.

35. Before the completion of the Railway No. 1 by this Act authorised the Company shall construct and dedicate to the public use as a public highway a new public footpath (including a footbridge over the River Beane and over the intervening streams) connecting the North Road in the parish of St. Andrew Urban Hertford with the Port Vale Road in the parish of Bengeo Urban Hertford Such footway and bridges shall be of a clear width of not less than six feet and shall be constructed throughout within a

distance of one hundred yards from the north-western fence of the existing railway of the Company and be formed metalled and completed in a reasonably substantial manner The said footway and bridges shall be kept in good repair by the Company for a period of twelve months from their completion and after the expiration of the said period the same shall become repairable and be for ever thereafter repaired by the mayor aldermen and burgesses of the borough of Hertford If and where the said footway passes under any railway to be constructed by the Company under the powers of this Act the Company shall construct a bridge over such footway with a span of not less than thirty-six feet.

For protection of James William Carlile.

36. Where any of the new railways authorised by this Act are shown upon the deposited plans and sections as constructed in tunnel through any land of James William Carlile of Ponsbourne Park near Hertford in the county of Hertford the Company shall carry the same through such land by means of a tunnel or tunnels such tunnels if more than one to be constructed side by side in the lines and within the limits of deviation shown on the said plans and sections and not otherwise unless agreed between the said James William Carlile and the Company And the said James William Carlile shall sell and the Company shall acquire--

(1) The perpetual easement right power and privilege—

(A) Of constructing maintaining repairing and using—

(i) Such tunnel or tunnels with all proper ventilating shafts and other works in through and on such land; and

(ii) Telegraphic and telephonic posts wires and apparatus over and across the said land;

(B) Of access ingress egress and regress to in through upon and over the said land for the purposes aforesaid:

(2) The minerals under and over the said tunnel or tunnels.

For protection of Reginald Abel Smith.

37. Where any of the new railways authorised by this Act are shown upon the deposited plans and sections as constructed in tunnel through any land of Reginald Abel Smith of Goldings in the county of Hertford the Company shall carry the same through such land by means of a tunnel or tunnels such tunnels if more than one to be constructed side by side in the lines and within the limits of deviation shown on the said plans and sections and not otherwise unless agreed between the said Reginald Abel Smith and the Company And the said Reginald Abel Smith shall sell and the Company shall acquire—

(1) The perpetual easement right power and privilege—

(A) Of constructing maintaining repairing and using—

(i) Such tunnel or tunnels with all usual works in and through such land; and

A.D. 1898.

(ii) Telegraphic and telephonic posts wires and apparatus over and across the said land;

(B) Of access ingress egress and regress to in through upon and over the said land for the purposes aforesaid:

(2) The minerals under and over the said tunnel or tunnels.

For protection of Midland Railway Company.

38. The powers of this Act with respect to the purchase and acquisition of lands otherwise than by agreement for the purposes of the Railway No. 9 and the Widening No. 2 Huntingdon to Abbotts Ripton and the Widening Finchley to Edgware by this Act authorised and with respect to the making and maintaining of the railway and those widenings shall unless with the previous consent of the Midland Railway Company (herein-after called "the Midland Company") in writing under their common seal be exercised only subject to and in accordance with the following provisions:—

(1) The bridge carrying Railway No. 9 over the Midland Company's Mansfield and Worksop Railway shall be constructed of a clear span of fifty-four feet measured on the square with a clear headway throughout of fourteen feet six inches and such headway shall at all times hereafter be maintained at the same height above Ordnance datum at which according to this enactment it shall be constructed:

(2) The said bridge shall be constructed of such design and in such manner as shall be reasonably approved by the principal engineer of the Midland Company within twenty-one days after plans and drawings shall have been submitted to him or in case of difference between him and the engineer of the Company by an arbitrator appointed as herein-after provided:

(3) The Midland Company shall grant and the Company shall acquire an easement or right of constructing or maintaining the said bridge over the Midland Company's said railway and shall not except for the purpose of constructing or maintaining the said bridge enter upon take or use any lands works or property of the Midland Company forming part of their Worksop and Mansfield Railway without the consent of the Midland Company:

(4) If by reason of the construction of the works by this Act authorised it shall become necessary to specially add or alter any signal cabins signal posts signals or other works on the railways of the Midland Company the Midland Company shall make such additions or alterations and the expense of such additions and alterations shall be repaid to them by the Company forthwith on demand and the cost of maintenance

and working of any such additional signal cabins signal posts signals or other works as shall have become necessary by reason of the works of the Company shall forthwith on demand be repaid to the Midland Company by the Company:

(5) The Company shall bear and on demand pay to the Midland Company the expense of the employment by that company during the construction of the said bridge of a sufficient number of inspectors watchmen and signalmen to be appointed by that company for watching and signalling the same with reference to and during the execution of the said work and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employ of the Company or of their contractors:

(6) If in the opinion of the Midland Company or in case of difference between them and the Company of an arbitrator to be appointed as herein-after provided it shall be necessary for the Midland Company to purchase or pay compensation for any minerals required to be left unworked for the protection and safety of the said bridge or for any additional minerals beyond those which but for this Act would have been required to be so left unworked then the Company shall on demand pay to the Midland Company all costs and expenses incurred by them in relation to any such purchase or payment of compensation and the amount of such costs and expenses or as the case may be the amount of the additional cost and expense shall in case of difference be determined by arbitration as herein-after provided:

(7) The widening of the Edgware branch shall be carried out without interfering in any respect with the bridge carrying the Midland Railway over that branch:

(8) The Midland Company shall (if so required by the Company) grant and the Company may acquire an easement or right of constructing and maintaining the Widening No. 2 by this Act authorised over the lands of the Midland Company and the Company shall not except for the purpose of constructing and maintaining the said widening enter upon take or use any lands of the Midland Company forming part of or required for the purposes of their Kettering Thrapston and Huntingdon Railway without the consent in writing of that company:

(9) If any difference shall arise between the Company and the Midland Company as to the true intent and meaning of this enactment or the mode of giving effect thereto the same shall be from time to time determined by arbitration in the manner

A.D. 1898.

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

For protection of Great Northern and Great Eastern Joint Committee.

39. The following provisions for the protection of the Great Northern and Great Eastern Joint Committee (herein-after referred to as "the joint committee") shall unless otherwise agreed between the Company and the joint committee apply and have effect:—

(1) The joint committee shall have and be entitled to the same rights powers and privileges in respect of the Widening No. 2 by this Act authorised as they now have or are entitled to in respect of any portions of the railway so authorised to be widened:

(2) The Company shall construct the said Widening No. 2 by this Act authorised so far as it affects the railways lands and property of the joint committee according to plans and sections to be previously submitted to and reasonably approved by the principal engineer for the time being of the joint committee (in this section referred to as "the principal engineer") and so as to leave open at all times the lines of railways and other works in connexion therewith of the joint committee:

(3) In constructing and maintaining the said Widening No. 2 or works by this Act authorised where the same affect the railways works or lands of the joint committee the Company and their contractors servants agents or workmen shall not obstruct impede or interfere with the free and uninterrupted and safe user of the railways or other works of the joint committee:

(4) The Company shall at all times maintain all the works affecting the joint committee in substantial repair and good order to the reasonable satisfaction in all respects of the principal engineer and if and whenever the Company fail so to do the joint committee may make or do as well in and upon the lands of the Company or the lands acquired by them for the purposes of this Act as in and upon their own lands all such works and things as such principal engineer may reasonably think requisite in that behalf and the sum from time to time certified by such principal engineer to be the reasonable amount of such their expenditure shall be repaid to the joint committee by the Company and in default of payment may be recovered in any court of competent jurisdiction:

(5) For the purpose of constructing the said Widening No. 2 by this Act authorised the Company shall not (except with the consent of the joint committee under their common seal)

purchase or acquire any land or property of the joint committee but the Company shall acquire only an easement or right of using the same for the purpose of such widening and the joint committee may and shall grant such easement accordingly The amount to be paid for the acquisition of such easement shall be settled in case of difference in the manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement :

(6) The Company shall on demand pay to the joint committee all reasonable expenses of the employment by the joint committee during the construction of the works affecting the joint committee of a sufficient number of inspectors and watchmen to be appointed by the joint committee for watching their said railways and works with reference to and during the execution of the works of the Company and for preventing as far as may be all interference danger and accident from any of the operations or from the acts and defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise :

(7) The Company shall be responsible for and make good to the joint committee all costs losses damages and expenses from time to time occasioned to the joint committee or to the railways or any other works or property of the joint committee or to the traffic on the said railways by reason of the construction or failure of the said widening as by this Act authorised or by any act or omission of the Company or any of the persons in their employment or their contractors agents or others and the Company shall effectually indemnify and hold harmless the joint committee from all claims and demands upon or against them by reason of such construction or failure or of such act or omission :

(8) If any difference shall arise between the respective engineers of the Company and the joint committee as to the reasonableness of the plans and sections herein-before provided for or touching anything to be done or not to be done under this section such difference shall be referred to and be determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company or the joint committee :

(9) The Company and the joint committee may agree for any variation or alterations in the works in this section provided for or the manner in which the same shall be executed.

A.D. 1898.

For protection of Great Eastern Railway Company.

40. The following provisions for the protection of the Great Eastern Railway Company shall unless otherwise agreed between the Company and the Great Eastern Railway Company apply and have effect :—

(1) The Company shall not (except with the consent of the Great Eastern Railway Company in writing under their common seal) purchase or acquire any lands the property of the Great Eastern Railway Company but the Company may purchase and take and the Great Eastern Railway Company shall sell and grant accordingly an easement or right of using so much of the lands of that company as may be necessary for the construction and maintenance of the Widening No. 4 by this Act authorised and the Company shall not (save only so far as may be reasonably necessary for the purpose of constructing and maintaining the said widening in accordance with the provisions of this Act) enter upon use or interfere with the Holme and Ramsey Railway or any other works or property of the Great Eastern Railway Company except with their consent in writing :

(2) The amounts to be paid for the easement to be acquired by the Company under this section shall in case of dispute be settled in the manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement :

(3) The Company shall construct the Widening No. 4 by this Act authorised so far as it affects the railway lands and property of the Great Eastern Railway Company according to plans and sections to be previously submitted to and reasonably approved by the principal engineer of the Great Eastern Railway Company or by the engineer to be appointed as herein-after mentioned and so as to keep open at all times the line of railway and other works in connexion therewith of the Great Eastern Railway Company :

(4) The Company shall indemnify the Great Eastern Railway Company against all damages losses and expenses which may be incurred by that company by reason or in consequence of any injury to their railway works or property caused by the acts omissions or defaults of the Company or their contractors or of any person in the employ of the Company or their contractors during the construction or repair of the said widening :

(5) If any difference shall arise between the Great Eastern Railway Company and the Company touching this section or anything to be done or not to be done thereunder the same shall be determined by an engineer to be agreed on between

the Great Eastern Railway Company and the Company or failing agreement to be appointed by the Board of Trade on the application of either party after notice to the other:

(6) Provided always that nothing in this Act contained shall extend to prejudice or interfere with the rights of the Great Eastern Railway Company under a certain agreement in writing dated the seventeenth day of January one thousand eight hundred and ninety-six and made between the Great Eastern Railway Company of the one part and the Company of the other part or otherwise.

For protection of Skegness Gas Light and Coke Company Limited.

41. For the protection of the Skegness Gas Light and Coke Company Limited (herein-after called "the gas company") the following provision shall unless otherwise agreed between the gas company and the Company apply and have effect (that is to say):—

Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not be entitled to purchase compulsorily the interest of the gas company in any part of the land in the parish of Skegness numbered 19 and 20 on the said deposited plans outside of or beyond that is to say to the westward of the land coloured pink on the plan signed by John Nayler Foster on behalf of the gas company and by Alexander Ross on behalf of the Company.

For protection of corporation of London.

42. For the protection of the mayor aldermen and commons of the city of London in common council assembled (herein-after called "the corporation") the following provisions shall have effect unless otherwise agreed on in writing between the corporation and the Company with reference to the lands which may be acquired by the Company in the city of London under the powers of this Act:—

(1) The Company shall acquire and throw into the Minories and Royal Mint Street respectively the two pieces of land coloured pink on the plan signed in duplicate by the Right Honourable Charles Seale-Hayne the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred and deposited in the Private Bill Office of the House of Commons and in the Office of the Clerk of the Parliaments by or before the thirty-first day of December one thousand nine hundred or at such earlier date as they shall acquire the freehold and leasehold interests in such lands respectively and shall at the request in writing of the corporation convey the said two pieces of land coloured pink on the said plan to the corporation free of charge:

A.D. 1898.

(2) The Company shall submit to the corporation for their approval a general ground plan of the buildings proposed to be erected upon the said land showing the facilities of ingress and egress and the sanitary accommodation to be provided thereat and if the corporation shall within twenty-eight days from the receipt of the said plan disapprove of the same the said plan shall be submitted to an engineer to be agreed upon between the Company and the corporation or failing such agreement to an engineer to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers and the Company shall execute the works in accordance with the plan as submitted to the corporation or as approved by the said engineer as the case may be :

(3) The Company shall not where any house or building in the city of London shall have been wholly or in part demolished by them leave any adjoining structures or any portion thereof or any party or external wall of such structures in an unsightly condition viewed from the highway for any longer period than is reasonably necessary :

(4) The Company shall carefully preserve and remove all objects of geological or antiquarian interest discovered by them in the execution of their works and subject to the rights of the Crown and except so far as the same may be proved to be the property of any other person any such objects discovered in the city of London shall be deposited in the Guildhall Museum as the property of the corporation But this provision shall not apply to any objects which are of substantial value apart from their scientific or antiquarian interest :

(5) Where any of the works to be done under or by virtue of this Act 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 corporation or with any sewers or works to be made or executed by the corporation or shall or may in any way affect the sewerage or drainage of the districts under their control the Company shall not commence such work until they shall have given to the engineer or surveyor of the corporation twenty-eight days' previous notice at his office or at the principal office of the corporation with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until the corporation shall have signified their approval of the same unless the corporation do not signify their approval or 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 directions and regulations of the corporation in the execution of the said works and shall provide by new altered or substituted works in such manner as the corporation may deem necessary for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by or by reason of the said intended works or any part thereof and shall save harmless the corporation against all and every the expense to be occasioned thereby and all such works may be done by or under the direction superintendence and control of the engineer or other officer or officers of the corporation and at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the corporation may be put to by reason of the 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 corporation by the Company on demand and if any dispute shall arise between the Company and the corporation as to the amount of such costs charges and expenses the same shall be settled by a justice of the peace of the city of London and be a debt due from the Company to the corporation 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 and 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 corporation as any sewers or works now are 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 corporation or their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed Provided that if any dispute shall arise as to the mode of executing any such works as aforesaid such matter or difference shall be referred to an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers whose decision shall be final:

(6) The Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of the land or property acquired by them under this Act fronting any public street within the city of London any placards or advertisements except such as shall have been approved in writing by the

A.D. 1898.

corporation and if any such placard or advertisement be affixed or exhibited the corporation and their authorised officers may remove or obliterate the same but this provision shall not prevent the Company from exhibiting placards or advertisements relating to the traffic and business of the Company:

(7) The Company shall in respect of all hereditaments acquired by them under the powers of this Act within the city of London be liable to and shall pay all the consolidated sewer and other rates and contributions leviable in respect of such hereditaments as if the Company were assessed in respect of such hereditaments in the valuation list in force for the parish or place within which such hereditaments are situate at the time such hereditaments are conveyed to the Company and shall continue liable to and shall pay all such consolidated sewer and other rates and contributions until the works of the Company shall be completed and assessed or liable to be assessed to the before-mentioned rates and contributions or until such of the said hereditaments as may not be required for the purposes of the undertaking shall have been otherwise duly assessed or have become liable to be assessed to the before-mentioned rates and contributions.

Power to Lincoln and East Coast Railway and Dock Company to run over and use Great Northern Railway.

43.—(1) Subject as herein-after mentioned the Lincoln and East Coast Railway and Dock Company (in this Act called "the Lincoln Company") may run over work and use with their engines carriages wagons and officers and servants for the purposes of traffic of every description the railways portions of railway and stations next herein-after mentioned or any parts thereof respectively (that is to say):—

(A) The Company's railway between Pye Wipe Junction and the commencement near Longwood of the Washingborough Junction Railway authorised by the Lancashire Derbyshire and East Coast Railway Act 1892 subject as regards the use of any level crossing to the provisions for the protection of the Lincoln Corporation contained in the Lancashire Derbyshire and East Coast Railway Act 1891;

(B) The railway of the Great Northern and Great Eastern Joint Committee between the junction thereof with the Lancashire Derbyshire and East Coast Railway near Pye Wipe and Greetwell Junction and also the Great Northern Railway from the said Greetwell Junction to the junction with the railway of the Company at or near their Washingborough Station;

(C) The Louth and East Coast Railway between Mablethorpe and Louth Stations including those stations;

(D) The Sutton and Willoughby Railway and the Sutton and Willoughby (Mablethorpe Extension) Railway;

(E) The Leen Valley Extension Railway of the Company between Langwith Junction and Kirkby Colliery and Kirkby-in-Ashfield Station including that colliery and station and all intermediate collieries stations and branches;

(F) The Company's Louth and Lincoln Railway between the junctions thereof with the Railway No. 24 authorised by the Lancashire Derbyshire and East Coast Railway Act 1891 and the Company's station at Louth including that station;

(G) The Company's railway between the said Louth Station and the junction of such railway with the Louth and East Coast Railway;

(H) The Railway No. 9 by this Act authorised:

Together with all other 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 railways or portions of railway stations docks and shipping places respectively.

(2) Nothing in this section is to confer on the Lincoln Company any greater or other powers over or in respect of the said railways than the Company are now authorised to grant.

Power to Company to run over and use Lincoln and East Coast Railway and Dock.

44.—(1) Subject as herein-after mentioned the Company may run over work and use with their engines carriages wagons and officers and servants for the purposes of traffic of every description the railways portions of railway docks and stations of the Lincoln Company next herein-after mentioned or any parts thereof respectively (that is to say):—

(A) The whole of the railways and undertaking of the Lincoln Company constructed or authorised at the date of the passing of this Act including the Sutton Dock and the railways from the Sutton and Willoughby Railway into that dock;

(B) The Sutton and Willoughby Railway and the Sutton and Willoughby (Mablethorpe Extension) Railway;

(C) The Louth and East Coast Railway:

Together with 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 railways or portions of railway stations docks and shipping places respectively.

A.D. 1898.

(2) The above-named powers in respect of the Sutton and Willoughby Railway and the Sutton and Willoughby (Mablethorpe Extension) Railway are only to be exercised in the event of the Lincoln Company acquiring the same and then only from the date on which the Company cease to work the said railways and the above-named powers in respect of the Louth and East Coast Railway are only to be exercised in the event of the Lincoln Company acquiring the same and of the Company not purchasing the half share therein in pursuance of the section of this Act whereof the marginal note is "Purchase by Company of half share in Louth and East Coast Railway" and then only from the date on which the Company cease to work the said railway.

Terms and conditions of user of Great Northern and Lincoln and East Coast Railways.

45. The terms and conditions upon which the Company and the Lincoln Company shall be entitled respectively to run over work and use the respective railways and portions of railway docks stations and works and conveniences in the last two preceding sections enumerated shall be as follows:—

(1) The running company shall have so far as the owning company can lawfully grant the same access to all works collieries factories and other premises connected with the said railways over which running powers are conferred by the last two preceding sections:

(2) If any station be used by the running company as a terminus for their passenger trains payment shall be made by the running company for such user and for any services rendered by the owning company at such station:

(3) If any engine sheds or water for engines be used by the running company the same shall be paid for separately by such company:

(4) Subject as mentioned in sub-section 12 of this section each company shall be entitled to the terminals at their own stations:

(5) The terminal on coal and coke traffic shall be sixpence per ton in London and twopence per ton at all other stations All other terminals shall be those provided by the regulations for the time being of the Railway Clearing House Provided that the allowances by the Company in respect of terminals and for services accommodation and facilities rendered and provided by the Lincoln Company at Sutton Dock shall not be less than the allowances by the Company in respect of similar services accommodation and facilities at Grimsby Dock:

(6) The running company shall have the right to fix their own fares rates and charges which subject to terminal allowances

paid ons paid outs proportions payable or due to other companies and Government duty being first deducted shall be divided by mileage on Railway Clearing House principles :

(7) In apportioning between the two companies under this section the rates for all kinds of traffic (other than coal and coke traffic) passing from or to Sutton Dock viâ the Sutton Dock Junction for a distance of fifty miles or upwards over the railways of the Company the Lincoln Company shall in addition to the proportion of such rates to which they would be entitled under the other provisions of this section be entitled to receive an amount equal to ten per centum of the proportion of such rates which would under the other provisions of this section be payable to the Company and where such traffic shall be carried over the Great Northern Railway for a distance of less than fifty miles the mileage proportion payable to the Lincoln Company for such traffic shall not be less than for a distance of six miles As to coal and coke traffic passing as aforesaid the mileage proportion payable to the Lincoln Company shall not be less than for a distance of twelve miles :

(8) All traffic between Sutton Dock and places on or beyond the Great Northern Railway (excluding stations on the East Lincoln Louth and Lincoln Louth and East Coast Railways) north of the Lancashire and Derbyshire and Lincoln and East Coast Railways shall unless otherwise specially consigned pass or for purposes of account be deemed to pass by the Lincoln and East Coast route viâ Lincoln :

(9) The running company shall be allowed for haulage twenty-seven and a half per centum of the mileage proportion of receipts due to the owning company after the deductions herein referred to :

(10) The running company shall not carry the owning company's local traffic without the consent of the owning company :

(11) Each company may provide their own separate goods station at any place on the railways of the other company over which they have running powers under the last two preceding sections and the running company so providing their own goods station shall in the apportionment of rates be entitled to the terminals in respect of all through traffic to or from such station :

(12) Either company may employ at any station of the other company to which they have running powers under the last two preceding sections and whether such running powers are exercised or not their own cartage agents canvassers clerks and other officers and in the apportionment of the rates for through traffic to and from such station such company shall

A.D. 1898.

in respect of the work done by such agents canvassers clerks or officers and in respect of any other work done by such company and covered by such terminals be entitled to such reasonable proportion of the terminals as shall be agreed on or as failing agreement shall be settled by arbitration :

(13) The two companies will at all times afford to each other all reasonable facilities as between friendly railway companies for the forwarding and passage of traffic of every description over their respective railways and will accommodate manage and forward such traffic as effectually regularly and expeditiously as if it were their own traffic :

(14) All receipts arising from through traffic exchanged under this section between the railways of the two companies shall be divided by mileage upon Railway Clearing House principles after deduction of such Clearing House terminals as are usual for the time being and paid ons paid outs proportions payable to other companies and Government duty and there shall be a complete system of through booking and invoicing and through rates and fares and so far as reasonably may be through wagons and carriages between all stations on the lines of the two companies such rates and fares to be settled failing agreement by arbitration :

(15) In running over working or using such railways or portions of railway stations sidings and conveniences as aforesaid the two companies shall at all times observe the regulations and byelaws for the time being in force on the undertakings so used so far as such byelaws shall be applicable to the running company so running over working or using such railways stations sidings and conveniences :

(16) All differences which may at any time arise between the two companies under this section shall be determined by an arbitrator to be appointed from time to time by the Board of Trade on the application of either of the said companies.

Lincoln Company to complete connexion authorised with Company's Bardney and Louth line.

46. The Lincoln Company shall with all reasonable despatch complete and open for traffic the Railway No. 24 authorised by the Lancashire Derbyshire and East Coast Railway Act 1891 (connecting the Lincoln Company's railway and the Company's Bardney and Louth line) and which was transferred to the Lincoln Company by the Lincoln and East Coast Railway and Dock Act 1897.

Heads of arrangement between Company and promoters of

47. The heads of arrangement between the promoters of the Bill for the Lincoln and East Coast Railway and Dock Act 1897

and the Company dated the thirteenth of May one thousand eight hundred and ninety-seven shall be of no further validity.

Lincoln and East Coast Railway and Dock Act 1897 of no further validity.

48.—(1) (A) If at any time the Lincoln Company purchase the undertaking of the Louth and East Coast Railway Company at a price not exceeding eighty-five thousand pounds the Lincoln Company shall sell and the Company shall purchase a half share in the said undertaking at half the price paid for the said undertaking by the Lincoln Company:

Purchase by Company of half share in Louth and East Coast Railway.

(B) If at any time the Lincoln Company purchase the said undertaking at a price exceeding eighty-five thousand pounds and be willing to sell to the Company a half share thereof for the sum of forty-two thousand five hundred pounds the Company shall purchase such half share at that price Provided that if the Lincoln Company be not willing to sell to the Company the said half share for less than half the price paid therefor the Company shall have the option of purchasing a half share in the said undertaking at half the price paid therefor by the Lincoln Company at any time within twelve months from the date of their receiving notice in writing from the Lincoln Company of the completion of the purchase of the said undertaking by the Lincoln Company.

(2) In the event of the Company purchasing such half share as aforesaid and of any difference arising between the two companies as to the working or user of the said railway by the two companies or either of them such difference shall be settled by arbitration.

49. If the Company or the Lincoln Company apply to Parliament for powers to construct a line connecting the Louth and East Coast Railway with the Company's Bardney and Louth line so as to avoid Louth Station the Lincoln Company or the Company as the case may be shall not oppose such application In the event of either of the said companies applying to Parliament for an Act to obtain powers to construct the said line such company shall consent to the insertion in the said Act of clauses enabling the other company to elect before or after the construction thereof to become joint owners of such line on the condition of paying half the cost of the same and any difference which may arise between the two companies as to the construction or cost of the said line or the working or user of the same shall be settled by arbitration.

New connecting line between Louth and East Coast Railway and Company's Bardney and Louth line.

50. Nothing in this Act contained shall extend to prejudice or interfere with the rights of the Company under the agreement dated the twentieth day of November one thousand eight hundred and seventy-four and made between the Company of the one part and the Louth and East Coast Railway Company of the other part

Act not to prejudice certain agreements.

A.D. 1898.

and the agreement dated the ninth day of August one thousand eight hundred and eighty-six and made between the Sutton and Willoughby Railway Company of the one part and the Company of the other part and the agreement dated the ninth day of August one thousand eight hundred and eighty-six and made between the Company of the first part the said Louth and East Coast Railway Company of the second part and the said Sutton and Willoughby Railway Company of the third part.

Power to Lancashire Derbyshire and East Coast Railway Company to run over and use Great Northern Railway.

51.—(1) Subject as herein-after mentioned the Lancashire Derbyshire and East Coast Railway Company (in this Act called "the Lancashire Company") may run over work and use with their engines carriages wagons and officers and servants for the purposes of traffic of every description the railways portions of railway and stations next herein-after mentioned or any part or parts thereof respectively (that is to say) :—

(A) The Leen Valley Extension Railway of the Company between Langwith Junction and Kirkby Colliery and Kirkby-in-Ashfield Station including that colliery and station and all intermediate collieries stations and branches ;

(B) The Great Northern Railway between Pye Wipe Junction and the commencement near Longwood of the Washingborough Junction Railway authorised by the Lancashire Derbyshire and East Coast Railway Act 1892 subject as regards the use of any level crossing to the provisions for the protection of the Lincoln Corporation contained in the Lancashire Derbyshire and East Coast Railway Act 1891 ;

(C) The railway of the Great Northern and Great Eastern Joint Committee between the junction thereof with the Lancashire Company's railway near the said Pye Wipe Junction and Greetwell Junction and also the Great Northern Railway from the said Greetwell Junction to the junction of the Company at or near Washingborough Station ;

(D) The Louth and East Coast Railway between Mablethorpe and Louth Stations including those stations ;

(E) The Sutton and Willoughby Railway and the Sutton and Willoughby (Mablethorpe Extension) Railway ;

(F) The Great Northern Railway between the commencement near Longwood of the Washingborough Junction Railway above-mentioned and Boston Station including that station and the Corporation Dock at Boston ;

(G) The Company's Louth and Lincoln Railway between the junction thereof with the Railway No. 24 authorised by the Lancashire Derbyshire and East Coast Railway Act 1891 and the Company's station at Louth including that station ;

(H) The Company's railway between the said Louth Station and the junction of such railway with the Louth and East Coast Railway;

(I) The railway at Langwith (No. 9) by this Act authorised:

Together with all other 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 railways or portions of railway stations docks and shipping places respectively.

(2) Nothing in this section is to confer on the Lancashire Company any greater or other powers over or in respect of the said railways than the Company can grant.

Power to Company to run over and use Lancashire Derbyshire and East Coast Railway.

52.—(1) The Company may run over work and use with their engines carriages wagons and officers and servants for the purposes of traffic of every description the railways portions of railway and stations of the Lancashire Company next herein-after mentioned or any part or parts thereof respectively (that is to say):—

(A) The whole of the railways and undertaking of the Lancashire Company constructed or authorised at the date of the passing of this Act except so much of the Beighton branch as lies to the north of the junction therewith of the Langwith Colliery Railway;

(B) Both of the railways named in the Bill promoted in the present session of Parliament under the short title of the "Lancashire Derbyshire and East Coast Railway":

Together with 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 railways stations docks and shipping places respectively.

(2) Nothing in this section shall confer on the Company any greater or other powers over or in respect of so much of the Railway No. 2 in the parish of Calow named in the said Bill as lies to the south of the Calow Colliery than the Lancashire Company can grant.

Terms and conditions of user of Great Northern and Lancashire Derbyshire and East Coast Railways.

53. The terms and conditions upon which the Company and the Lancashire Company shall be entitled respectively to run over work and use the respective railways and portions of railway stations and works and conveniences in the last two preceding sections enumerated shall be as follows:—

(1) The running company shall have (so far as the owning company can lawfully grant the same) access to all works collieries factories and other premises connected with the said

A.D. 1898.

railways over which running powers are respectively conferred by the last two preceding sections :

(2) If any station be used by the running company as a terminus for their passenger trains payment shall be made by the running company for such user and for any services rendered by the owning company at such station :

(3) If any engine sheds or water for engines be used by the running company the same shall be paid for separately by such company :

(4) Subject as mentioned in sub-section 8 of this section each company shall be entitled to the terminals at their own stations :

(5) The terminal on coal and coke traffic shall be six pence per ton in London and two pence per ton at all other stations All other terminals shall be those provided by the regulations for the time being of the Railway Clearing House :

(6) The running company shall have the right to fix their own fares rates and charges which subject to terminal allowances paid ons paid outs proportions payable or due to other companies and Government duty being first deducted shall be divided by mileage upon Railway Clearing House principles :

(7) Each company may provide their own separate goods station at any place on the railways of the other company over which they have running powers under the last two preceding sections and the running company so providing their own goods station shall in the apportionment of rates be entitled to the terminals in respect of all through traffic to or from such station :

(8) Either company may employ at any station of the other company to which they have running powers under the last two preceding sections and whether such running powers are exercised or not their own cartage agents canvassers clerks and other officers and in the apportionment of the rates for through traffic to and from such station such company shall in respect of the work done by such agents canvassers clerks or officers and in respect of any other work done by such company covered by the terminals be entitled to such reasonable proportion of the terminals as shall be agreed on or as failing agreement shall be settled by arbitration :

(9) The running company shall be allowed for haulage twenty-seven and a half per cent. of the mileage proportion of receipts due to the owning company after the deductions herein referred to :

(10) The running company shall not carry the owning company's local traffic without the consent of the owning company :

(11) In running over working or using any railways portions of railway stations sidings and conveniences as aforesaid the two companies shall at all times observe the regulations and byelaws for the time being in force on the undertaking so used so far as such byelaws shall be applicable to the running company so running over working or using such railway stations sidings and conveniences:

(12) The two companies shall at all times afford to each other all reasonable facilities as between friendly railway companies for the forwarding and passage of traffic of every description over their respective railways and shall accommodate manage and forward such traffic as effectually regularly and expeditiously as if it were their own traffic:

(13) All receipts arising from through traffic exchanged under this section between the railways of the two companies shall be divided by mileage upon Railway Clearing House principles after deduction of such Clearing House terminals as are usual for the time being and paid ons and paid outs proportions payable to other companies and Government duty and there shall be a complete system of through booking and invoicing and through rates and fares and so far as reasonably may be through wagons and carriages between all stations on the lines of the two companies such rates and fares to be settled failing agreement by arbitration:

(14) As to through traffic passing over the railways of the two companies whether the running powers be exercised or not the following routes shall be observed by the companies and the traffic shall for the purposes of account be deemed to have passed accordingly:—

ROUTE TABLE.

Group.	Traffic passing between		To pass viâ
	Great Northern Stations.	Lancashire and Derbyshire Stations.	
1	East of the Great Northern main line south of the Humber and north of and excluding the Boston and Sleaford Railway but including in this group Boston Station and Dock.	All stations -	Lincoln.
2	All stations on the Boston and Sleaford Railway (excepting Boston) and south thereof excluding stations in Group 4.	All stations west of the Great Northern main line.	Tuxford.

A.D. 1898.

Group.	Traffic passing between		To pass viâ
	Great Northern Stations.	Lancashire and Derbyshire Stations.	
3	All stations on the Boston and Sleaford Railway (excepting Boston) and south thereof excluding stations in Group 4.	All stations east of the Great Northern main line.	Lincoln.
4	All stations west of an imaginary line shown on the plan herein-after referred to connecting Tuxford and Windsor and south of the Lancashire Derbyshire and East Coast Railway.	All stations -	The most convenient junction as may from time to time be agreed on.
5	All stations - - - -	Langwith Colliery	Ditto.
6	All other stations - -	- - -	Tuxford.

For the purposes of this sub-section—

The expression "Great Northern stations" shall mean and include any station or siding situate upon the Company's railway or any railway worked by them and any works factory or colliery connected with such railways;

The expression "Lancashire and Derbyshire stations" shall mean and include any station or siding on the Lancashire Derbyshire and East Coast Railway (or upon any extension of such railway within the zone of country coloured yellow upon the map signed in duplicate by the Right Honourable Lord Heneage the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred) and any works factory or colliery connected with such railway;

The expression "traffic" shall mean and include all kinds of traffic not being passengers or live stock which shall not be specially consigned by the public by a route conflicting with the above arrangements;

This sub-section shall extend and apply to traffic whether arising upon the railways of either of the two companies or passing on to such railways from a company beyond:

(15) All differences which may at any time arise between the two companies under this section shall be determined by an arbitrator to be appointed from time to time by the Board of Trade on the application of either of the said companies and the decisions of such arbitrator shall be final and conclusive between the parties.

Heads of arrangement between Company and Lancashire Company of no further validity.

54. The heads of arrangement between the Lancashire Company and the Company dated respectively the tenth of June one thousand eight hundred and ninety-two and the thirteenth of May one thousand eight hundred and ninety-seven shall be of no further validity.

Further works by the Company.

55. 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 and the following provisions shall have effect (that is to say):—

NEW ROAD AND STOPPING UP OF ROAD AT DONCASTER.—They may in the parish and urban district of Balby-with-Hexthorpe in the west riding of Yorkshire—

(1) Construct a new road not less than twenty feet in width commencing in and out of the road leading out of Hexthorpe Lane at the north-eastern end of Dresden Terrace and known as Eden Grove at a point in the said road about two hundred yards from its junction with Hexthorpe Lane and terminating at the north-western end of the public road known as Pinder's Balk;

(2) When the said new road is completed and opened to the public the Company may stop up so much of the road and public highway known for a part thereof as Crimpsall Road and for the remaining part as Pinder's Balk as lies between a point in the said Crimpsall Road about one hundred and forty-two yards from Hexthorpe Lane and the said north-western end of Pinder's Balk and thereupon all rights of way in and over the same shall be and the same are hereby extinguished:

WELL AND WATER-PIPES AT OFFORD CLUNEY.—They may in the parish of Offord Cluney in the county of Huntingdon make and maintain—

(1) A well situated about five yards east of the eastern side of a backwater of the River Ouse and underneath the bridge or viaduct carrying the tramway from Offord Station to the Buckden Mill over the said backwater;

A.D. 1898.

(2) An aqueduct or line of pipes (No. 1) commencing in and out of the said backwater at a point underneath the said bridge and terminating in the said well;

(3) An aqueduct or line of pipes (No. 2) commencing in and out of the said well and terminating on the western side in the station yard at the said Offord Station at a point nearly opposite the northern end of the down platform of the said station;

(4) An aqueduct or line of pipes (No. 3) commencing by a junction with the intended aqueduct or line of pipes (No. 2) at its termination and terminating in the property of or reputed to belong to the Company on the western side of the down lines of rail and about one hundred and thirty yards south of the level crossing at the said Offord Station;

(5) They may divert into the said well part of the water of the said backwater at the said point in the said parish of Offord Cluney;

The agreement bearing date the fourteenth day of December one thousand eight hundred and ninety-seven and made between Wm. Bowyer and Wm. Priestley trading under the style or firm of Bowyer and Priestley of the one part and the Company of the other part and set forth in the Second Schedule to this Act is hereby confirmed and made binding on the parties thereto:

ABOLITION OF LEVEL CROSSING AT LEEN VALLEY JUNCTION.—They may in the parish of Basford in the county of the town of Nottingham—

Abolish the level crossing of their Derbyshire and Staffordshire Railway at a point about fifteen yards east of the signal box at Leen Valley Junction by the road leading into the Arnold Road and all rights of way in and over the said level crossing shall thereupon be extinguished.

Power to deviate in construction of roads and footpaths.

56. The Company in constructing the works in the last preceding section described 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 three feet.

As to vesting of site and soil of portions of

57. 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.

roads and footpaths stopped up.

Substituted road to be repaired &c. as existing roads &c.

58.—(1) Subject to the provisions of the last preceding section the new road 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 is 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 such new road.

(3) Any such agreements shall be deemed to be purposes of the Public Acts under which such body or persons 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 road shall be conclusive evidence of the fact so certified and such certificate shall be obtained and the new road 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 road.

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

59. 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.

60. 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

A.D. 1898.

described in the deposited books of reference and may hold such of those lands as have already been purchased on behalf of the Company and the Company may stop up and extinguish all rights of way over Crown and Shears Court Worley Court Redgate Court and Red Lion Court shown on the deposited plans as intended to be stopped up :—

In the County of London—

City of London.—Certain lands in the parish of St. Botolph Without Aldgate bounded on the east by the Royal Mint Street goods depôt of the Company on the north partly by property of or reputed to belong to the Great Eastern Railway Company and partly by property of or reputed to belong to the Cork Company Limited and partly by premises numbered 76 and 77 in the Minories on the west partly by property of or reputed to belong to the Great Eastern Railway Company partly by the property of or reputed to belong to the said Cork Company Limited partly by the said premises numbered 76 and 77 in the Minories partly by the public road known as the Minories and partly by the premises numbered 5 in Sparrow Corner Royal Mint Street and on the south partly by the premises numbered 81 in the Minories partly by the back premises of the buildings numbered 2 to 5 in Sparrow Corner Royal Mint Street and partly by the public road known as Royal Mint Street :

King's Cross.—Certain lands in the parish of St. Pancras bounded on the south-west by Cambridge Street on the south-east and east by Wharf Road on the north by the Regent's Canal and on the north-west by the Cambridge Street coal depôt of the Company.

In the County of Middlesex—

Wood Green.—Certain lands in the parish of Wood Green in the urban district of Wood Green bounded on the south-west and south-east by property of or reputed to belong to the Company on the north-west partly by the back premises of the houses on the southern side of Palace Road and partly by the Bounds Green Pottery and on the north-east partly by the back premises of the houses on the western side of Edith Road and partly by the lands numbered 52 53 and 33 on the twenty-five inch Ordnance map (1896) of the said parish.

In the County of Hertford—

East Barnet.—Certain lands in the parish of East Barnet adjoining the main line of the Company on the south-western side thereof and extending from the bridge carrying the

Oakleigh Road over the said main line to the south-western corner of the hedge or fence crossing over the Barnet tunnel of the Company at or near its southern end;

Certain other lands in the said parish adjoining the said main line on the north-eastern side thereof and extending from the said bridge to the north-eastern corner of the said hedge or fence at or near the southern end of the said tunnel and bounded on the north-eastern side thereof partly by the new road known as Chandos Avenue;

Certain other lands in the said parish adjoining the main line of the Company on the eastern side thereof bounded on the north-west and south-west by property of or reputed to belong to the Company and on the north-east by an imaginary line drawn from a point on the eastern boundary of property of or reputed to belong to the Company about fifty yards south of Long Street to a point on the said boundary about five hundred and twenty yards measured along the boundary in a south-easterly direction from the south-western end of Capell Road:

Hatfield.—Certain lands in the parish of Hatfield adjoining the main line of the Company on the western side thereof bounded on the east and north by property of or reputed to belong to the Company and on the south by the road leading to the rectory;

Certain other lands in the said parish adjoining French Horn Lane on the southern side thereof and extending for a distance of about one hundred and fifty yards in a westerly direction from a point on the southern boundary of the said lane about one hundred and twenty yards measured in a north-westerly direction along the lane from the western face of the bridge carrying the main line of the Company over the said lane:

Stevenage.—Certain lands wholly in the parish of Stevenage bounded on the south-east by the public road leading from Stevenage to Knebworth and extending along the said road for a distance of about two hundred and sixty-seven yards measured in a westerly direction from a point about one hundred and thirty-five yards measured along the road in a westerly direction from the centre of the bridge carrying the said road over the main line of the Company and bounded on the north-west by the public road leading from Stevenage to Norton Green and extending along that road for a distance of about sixty-three yards measured in a westerly direction from a point about one hundred and fifty-six yards west of the bridge carrying that road over the said main line.

A.D. 1898.

In the County of Bedford—

Sandy.—Certain lands in the parish of Sandy bounded on the north-east by the public road leading from Sandy to Potton and on the west by the road leading from Sandy to Stratford and extending along the said roads for distances of sixty yards and seventy-two yards respectively from their junction.

In the County of Huntingdon—

Offord.—Certain lands in the parish of Offord Cluney adjoining the main line of the Company at Offord Station on the western side thereof and extending from the tramway from Offord Station to the Buckden Mill to a point on the western boundary of property of or reputed to belong to the Company about two hundred yards north of the northern end of the down platform at the said Offord Station.

In the County of Lincoln—

Thurlby.—Certain lands in the parish of Thurlby in the parts of Kesteven adjoining the Essendine and Bourne Railway of the Company on the eastern side thereof and being the western portion of the field numbered two hundred and fifty-five on the twenty-five inch Ordnance map (1888) for the said parish.

In the West Riding of the County of York—

Doncaster.—Certain lands partly in the parish of Balby-with-Hexthorpe and partly in the parish of Doncaster bounded on the north-east by property of or reputed to belong to the Company on the south-east by an imaginary line drawn from a point in Crimpsall Road about one hundred and forty-two yards from Hexthorpe Lane to a point in the road known as Eden Grove about one hundred and twenty-two yards from Hexthorpe Lane on the south-west partly by the north-eastern side of the said Eden Grove and for the remainder by an imaginary line drawn in continuation of the said north-eastern side of the said road and of an average width of about three hundred yards measured in a north-westerly direction from the above-described south-eastern boundary;

Certain other lands in the said parish of Doncaster containing an area of about one hundred and ten square yards and forming the eastern corner of the premises of the Doncaster Union Workhouse:

Lofthouse.—Certain lands in the parish of Outwood adjoining the West Yorkshire Railway of the Company on the western side thereof and extending from the bridge crossing over the said railway known as Robin Hood Bridge to the bridge crossing over the said railway at Lofthouse South Junction:

Flushdyke.—Certain lands partly in the parish of Alverthorpe and partly in the parish of Ossett in the borough of Ossett

adjoining the Ossett branch of the Company on the southern side thereof and extending for a distance of about one hundred and eighty yards on either side of a point on the southern boundary of the Company's property opposite the centre of the Roundwood signal box:

Upper Batley.—Certain lands in the parish of Batley in the borough of Batley adjoining the Batley branch of the Company on the western side thereof at Upper Batley Station bounded on the south by the road crossing the said branch railway on the level at the southern end of the said station and extending from the said road for a distance of about seventy-six yards measured in a northerly direction.

In the County of Lancaster—

Liverpool.—Certain lands or premises in the parish of Liverpool in the county borough and city of Liverpool lately known as the Albion Foundry and lying between the Old Haymarket Dale Street and Manchester Street;

Certain other lands or premises in the said parish of Liverpool known as Nos. 29 30 31 32 33 34 35 and 36 Old Haymarket and No. 156 Dale Street.

As to compensation payable to guardians of Doncaster Union.

61. The compensation payable for any land forming part of the premises of the guardians of the poor of the Doncaster Union which may be purchased or acquired by the Company under the powers of this Act shall be paid to and applied by the said guardians in like manner as if the sales of the property to the Company were effected under the Union and Parish Property Act 1835 under an Order of the Local Government Board.

Limiting quantity of commonable lands to be taken.

62.—(1) Notwithstanding anything shown on the deposited plans or described in the deposited books of reference the Company shall not under the powers of this Act enter upon take or use more than the following quantities of the following lands reputed to be commonable and for the following purposes (that is to say):—

Purpose for which Lands are required.	Name by which Lands are known.	Parish in which situate.	Quantity to be taken.		
			A.	R.	P.
Railway No. 2 - -	Waterford Marsh	Bengeo Urban -	3	2	0
	Watton Green -	Watton - -	0	3	26
Widening No. 2 -	Blackstone Leys	St. John Huntingdon	0	0	24
New road at Doncaster.	Hexthorpe Ings	Balby-with-Hexthorpe	2	0	0
Additional lands at Offord.	Offord Common	Offord Cluney -	0	2	4
Additional lands at Doncaster.	Hexthorpe Ings	Balby-with-Hexthorpe	22	0	0

A.D. 1898.

(2) In lieu of and in compensation for any land forming part of Waterford Marsh or Watton Green which the Company shall purchase or take under the powers of this Act the Company shall acquire an equal area of land to that so taken adjoining the said marsh or green as the case may be and shall convey the same to the uses and upon and subject to the trusts rights and interests to upon and subject to which the land so purchased or taken is now vested held or enjoyed The compensation payable in respect of the commonable rights and all rights of pasture and other rights in on or over the said lands respectively other than Waterford Marsh and Watton Green shall in each case be ascertained by the valuation of two surveyors one to be appointed by the Company and one to be appointed by the body or set of persons herein-after mentioned to whom the said compensation is to be paid or if either party fail to appoint a surveyor or if the said surveyors cannot agree in the valuation then by such third surveyor as the two said surveyors shall nominate or failing such nomination then by such third surveyor as the President of the Institute of Surveyors shall upon the application of either party after notice to the other party appoint and each of such two surveyors or such third surveyor as the case may be shall annex to the valuation a declaration in writing subscribed by them or him of the correctness thereof.

(3) The said compensation shall be paid for the benefit of the parties interested therein to the following bodies or persons respectively (that is to say) :—

In respect of Hexthorpe Ings to such of the following persons as shall be living at the time of payment viz. John Galloway Robinson Herbert Clayton White William Newsome John Butterfield and Frank Ramsden being the present trustees of certain moneys held upon trust for the freemen of the borough of Doncaster and the common-right owners of Balby-with-Hexthorpe ;

In respect of Offord Common to the Offord Cluney Parish Council ;

In respect of Blackstone Leys to the mayor aldermen and burgesses of the borough of Huntingdon :

The receipt of the persons to whom the said compensation in respect of Hexthorpe Ings shall be payable in accordance with the provisions above contained or of the treasurers of the said Offord Cluney Parish Council or of the borough of Huntingdon as the case may be shall be a sufficient discharge to the Company for any money by such receipt expressed to be paid and the Company shall not be bound to see to the apportionment or to the application of such compensation nor shall they be liable for the misapplication or non-application thereof The said compensation to be paid in respect of

Hexthorpe Ings shall be held by the persons to whom the same shall be payable as aforesaid upon similar trusts in all respects for the said freemen of the borough of Doncaster and common-right owners of Balby-with-Hexthorpe and with and subject to the like powers and provisions as to division between the said freemen and common-right owners and as to investment and the appointment of new trustees and otherwise as are declared by an award of the Inclosure Commissioners for England and Wales dated the thirteenth day of July one thousand eight hundred and fifty-three with regard to certain compensation paid by the Company to the said freemen and common-right owners in respect of land then recently acquired by the Company and the said compensation to be paid in respect of the said parts of Offord Common and of Blackstone Leys shall be held by the bodies to whom the same shall be payable as aforesaid upon and subject to the provisions of any Act relating to compensation paid to a Committee under the Lands Clauses Acts for the extinguishment of commonable rights as if the Offord Cluney Parish Council and the mayor aldermen and burgesses of the borough of Huntingdon were committees under such Acts.

(4) Upon the conveyance by the Company of any land to be so as aforesaid conveyed by them in exchange for any portion of Waterford Marsh or Watton Green the commonable rights and all rights of pasture over such portion of the said marsh or green as the case may be shall absolutely cease and determine and upon payment by the Company of the said compensation in manner aforesaid the said commonable rights and all rights of pasture over the lands in respect of which such payment is made shall absolutely cease and determine.

Lands for extraordinary purposes.

63. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed fifty acres but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land so taken.

Power to take easements &c. by agreement.

64. 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 persons other than the grantors 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

A.D. 1898.

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.

65. 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 lands for Luton and Dunstable Railway.

66. The time limited by the Great Northern Railway Act 1891 for the compulsory purchase of lands for the purposes of the widening of the Company's railway from Luton to Dunstable by that Act authorised which time was by section 46 of the Great Northern Railway Act 1895 extended to the eleventh day of May one thousand eight hundred and ninety-eight is hereby extended until the eleventh day of May one thousand nine hundred and one but the said powers shall cease after that date and the said section 46 shall be read and construed accordingly.

Extending time for sale of certain superfluous lands.

67. 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.

As to taking houses of labouring class.

68.—(1) The Company shall not under the powers conferred upon or vested in them by this Act or by any other Act the powers of which are incorporated with this Act or are extended or revived by this Act purchase or acquire in any parish in the administrative county of London (in this section referred to as "London") twenty

or more houses or in any other city borough or urban district or in any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December next before the passing of this Act or of the respective Act by which such purchase or acquisition was originally authorised as the case may be were or have been since that day or shall hereafter be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company—

(A) Shall have obtained the approval in the case of London 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 respective fifteenth day of December aforesaid or for such number of persons as the said Secretary of State or the Local Government Board (as the case may be) 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) Shall have given security to the satisfaction of the said Secretary of State or the Local Government Board (as the case may be) 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 be) 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 the case may be) 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 said Secretary of State or the Local Government Board (as the case may be) 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 said Secretary of State or the Local

A.D. 1898.

Government Board (as the case may be) 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 said Secretary of State or the Local Government Board (as the case may be) out of the High Court.

(5) If the Company acquire or appropriate any house or houses for the purposes of this Act or of any other Act the powers of which are extended or revived by 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 be) 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 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 London 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:

A.D. 1898.

Provided also that the said Secretary of State or the Local Government Board (as the case may be) 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 in London 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.

(10) The said Secretary of State or the Local Government Board (as the case may be) 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 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 any other Act the powers of which are extended or revived by this Act 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

A.D. 1898.

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" means mechanics artisans 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.

69. And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect:—

(1) The owner of and persons interested in any of the properties whereof the whole or part is described in the First Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are herein-after included in the term "the owner" and the said properties are herein-after referred to as "the scheduled properties":

(2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties 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 only without the Company being obliged or compellable

to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:

(3) 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 jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:

(4) If the tribunal determine that the portion of the scheduled 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 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:

(5) If the tribunal determine that the portion of the scheduled 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 the owner incident to the arbitration or inquiry shall be borne and paid by the owner:

(6) If the tribunal determine that the portion of the scheduled 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:

(7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but

A.D. 1898.

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 any of the scheduled properties 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 to treat given in respect of any part of the scheduled properties.

Company empowered or may be required to underpin or otherwise strengthen houses near works.

70. 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 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 or 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 or 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 or 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 reference :

(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 sixty-eighth 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 ninety-second section of the Lands Clauses Consolidation Act 1845.

Works by Great Northern and Great Eastern Joint Committee.

71.—(1) Subject to the provisions of this Act the Great Northern and Great Eastern Joint Committee may make and maintain in the lines and according to the levels shown on the deposited plans and sections the work herein-after described with all proper works and

A.D. 1898.

conveniences connected therewith and may exercise the powers herein-after mentioned 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 :—

Embankment at Misterton They may in the parishes of Misterton and West Stockwith or one of them in Nottinghamshire construct an embankment with openings therein for an occupation road and for the haling path of the River Idle in substitution for the existing viaduct extending from the bridge carrying their railway over the mother drain to the bridge carrying the said railway over the River Idle:

(2) The provisions of the foregoing sections of this Act the marginal notes whereof are respectively—

Power to deviate in construction of roads and footpaths;

Power to take easements &c. by agreement;

Period for compulsory purchase of lands;

As to taking houses of labouring class;

shall extend and apply to and in relation to the said joint committee for the purposes of the work by this section authorised.

For protection of commissioners of sewers for River Idle and Everton drainage commissioner.

72. For the protection of the commissioners of sewers for the Rivers Idle Ryton and Bycarsdyke and parts adjacent in the counties of Nottingham York and Lincoln (in this section called "the Idle commissioners") and the commissioner under the Everton &c. Drainage Act 1860 (in this section called "the Everton commissioner") the following provisions shall unless otherwise agreed between the Great Northern and Great Eastern Joint Committee (in this section called "the committee") and the Idle commissioners and the Everton commissioner apply and have effect :—

(1) If an opening in the Misterton embankment authorised by the section of this Act of which the marginal note is "Works by Great Northern and Great Eastern Joint Committee" becomes necessary for the passage of flood water in consequence of the lowering of the road known as the Haxey Gate Road or the increasing of the openings thereunder the Idle commissioners and the Everton commissioner or either of them may request the Company to make an opening in the said embankment not exceeding twenty feet in width the invert of which opening shall be on a level with the bottom of the drain known as the mother drain where such drain passes under the railway of the committee:

(2) The request herein-before mentioned shall be in writing and if made by the Idle commissioners shall be signed on their behalf by one or more of the Idle commissioners in pursuance of a resolution duly passed at a court of the Idle commissioners

and if such request is made by the Everton commissioner it shall be signed by him or by some duly authorised agent on his behalf:

(3) The Company shall construct the opening specified in such request within such period and in such manner and position as shall be agreed or failing agreement shall be determined by the engineer herein-after referred to Provided always that the Company shall not be liable to construct more than one opening in the said embankment whether such opening be made on the request of both the Idle commissioners and the Everton commissioner or of only one of those authorities:

(4) If any difference shall arise between the committee and the Idle commissioners or between the committee and the Everton commissioner touching this section or anything to be done or not to be done hereunder the same shall be determined by an engineer to be agreed on between the committee and the Idle commissioners and the Everton commissioner as the case may be or failing agreement to be appointed by the Board of Trade on the application of any party after notice to the others.

Confirming scheduled agreements.

73. The several agreements made between the Company and the Manchester Sheffield and Lincolnshire (now the Great Central) Railway Company the Wollaton Colliery Company (Limited) and the North Staffordshire Railway Company respectively dated respectively the eighth day of April one thousand eight hundred and ninety-seven the ninth day of February one thousand eight hundred and ninety-seven and the twenty-fourth day of May one thousand eight hundred and ninety-eight as respectively set forth in Part I. Part II. and Part III. of the Third Schedule to this Act are hereby confirmed and made binding on the parties thereto respectively.

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

74. 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 two million five hundred

A.D. 1898.

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 or stock not to vest until fifth part paid up.

75. 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.

76. 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.

77. 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.

78. The Company may from time to time borrow on mortgage of their undertaking any moneys not exceeding in the whole eight hundred and thirty-three thousand three hundred and thirty-three pounds in respect of the additional capital of two million five hundred thousand pounds by this Act authorised to be raised Provided that in respect of every one hundred thousand pounds of such additional capital issued and accepted and one-half whereof shall have been paid up the Company may borrow a sum or sums not exceeding in the whole thirty-three thousand three hundred and thirty-three pounds But no part of any of the before-mentioned sums of thirty-three thousand three hundred and thirty-three 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.

79. 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.

80. 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.

81. 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.

Receipt in case of persons not sui juris.

82. 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 Great Eastern Railway

83. The Great Eastern Railway Company and the Great Northern and Great Eastern Joint Committee with respect to the powers conferred by this Act upon that joint committee may apply

A.D. 1898.

Company and to Joint Committee to apply corporate funds to purposes of Act.

to the purposes of this Act being purposes to which capital is properly applicable any of the moneys which they now have in their respective hands or which they respectively have power to raise by shares stock debenture stock or mortgage by virtue of any Acts relating to them and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Saving rights of the Crown.

84. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any land or hereditaments or any rights of whatsoever description belonging to the Queen's most Excellent Majesty in right of Her Crown and under the management of the Commissioners of Woods without the consent in writing of the Commissioners of Woods on behalf of Her Majesty first had and obtained for that purpose (which consent such commissioners are hereby authorised to give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty.

Saving rights of the duchy of Lancaster.

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

Interest not to be paid on calls paid up.

86. No interest or dividend shall be paid out of any share or loan capital which the 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 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.

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

Company to construct any other railway or to execute any other work or undertaking.

Provision as to general Railway Acts.

88. 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.

89. 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.

A.D. 1898.

The SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

DESCRIBING PROPERTIES OF WHICH PORTIONS ONLY MAY BE REQUIRED.

Parish.	Numbers on Plans deposited with respect to this Act.
LOOP LINE—ENFIELD TO STEVENAGE.	
Enfield	64E 77
Knebworth	12

SECOND SCHEDULE.

AN AGREEMENT made this fourteenth day of December one thousand eight hundred and ninety-seven between WILLIAM BOWYER and WILLIAM PRIESTLEY trading together in co-partnership under the style or firm of "Bowyer and Priestley" of Offord and Buckden Mills in the county of Huntingdon Millers (herein-after called "the Grantors" which expression shall include where the context so admits their heirs and assigns) of the one part and the GREAT NORTHERN RAILWAY COMPANY (herein-after called "the Company" which expression shall include where the context so admits their successors and assigns) of the other part.

WHEREBY it is mutually agreed as follows:—

1. In consideration of the payment herein-after reserved the grantors will grant to the Company the perpetual easement right power and privilege of constructing maintaining and using on land belonging to the grantors situate in the parish of Offord Cluney in the county of Huntingdon a well and laying maintaining and using a six-inch pipe as shown in red on the plan hereto annexed for the purpose of enabling the Company to obtain such supply of water as they may require from and through the said well and pipe.

2. The Company shall in the exercise of the easement right power and privilege hereby agreed to be granted do as little damage as reasonably may be to the land of the grantors and make good any damage which they may cause thereto.

3. The Company shall pay the grantors for the easement right power and privilege hereby granted the annual rent or sum of five shillings payable on the fourteenth day of December in every year.

4. The Company shall at their own expense in the ensuing session apply to Parliament to approve and confirm this Agreement and the grantors shall support such application.

5. This Agreement is made subject to the approval of Parliament and to such alterations as either House may think fit to make therein but in the event of either House making any material alteration it shall be in the option of either party to withdraw from the same and if the said Bill does not pass into law confirming this Agreement (with or without such modifications as aforesaid) before the thirty-first day of December one thousand eight hundred and ninety-eight this Agreement shall be void.

6. All disputes differences or questions which may at any time arise between the Company and Messieurs Bowyer and Co. touching the construction meaning or effect of these presents or any clause or thing herein contained or the rights and liabilities of the said parties under these presents or otherwise howsoever in relation to the premises shall be referred to a single arbitrator to be agreed by the said parties or in default of agreement to be appointed by the President for the time being of the Institute of Civil Engineers And this shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1889.

In witness whereof the said William Bowyer and William Priestley have hereunto set their hands and seals and the Company have hereunto caused their common seal to be affixed the day and year first before written.

Signed sealed and delivered by the said William Bowyer in the presence of FREDERICK SMITH Clerk to Messrs. Hunnybun & Sons Solicitors Huntingdon. } WILLIAM BOWYER. L.S.

Signed sealed and delivered by the said William Priestley in the presence of FREDERICK SMITH. } WILLIAM PRIESTLEY. L.S.

The common seal of the Great Northern Railway Company was hereunto affixed in the presence of F. SHUTTLEWORTH Director. } L.S.

THIRD SCHEDULE.

PART I.

HEADS OF AGREEMENT between the MANCHESTER SHEFFIELD AND LINCOLNSHIRE RAILWAY COMPANY and the GREAT NORTHERN RAILWAY COMPANY.

1. The Great Northern Railway Company shall withdraw from their Bill now pending before Parliament Railways 2 and 3 therein described.

2. The Manchester Sheffield and Lincolnshire Railway Company shall forthwith withdraw their petition against the said Bill.

3. The Sheffield Company shall forthwith proceed with the construction of Railways Numbers 1 2 3 and 4 authorised by their Act of 1895 (herein-after called "the said railways") and shall complete the same with all necessary signals signal boxes points crossings and connexions so that they shall be in all respects ready for use by the two companies by the time the extension of the Sheffield Company's railway to London is open for traffic.

4. The said railways both as to the capital to be expended thereon and the division of the same between the two companies as well as for all purposes of use maintenance management and control shall as between the two companies be deemed to be part of the Nottingham Joint Station and be subject to all the rights interests and obligations in respect of that station as provided for in Part IV. of the Great Central Railway Act 1897 and as if the said railways had formed part of that station.

5. Either of the two companies may apply in the next session of Parliament for the confirmation of this Agreement and the other of the said companies shall use their best endeavours to assist the company so applying to obtain the approval of Parliament thereto.

Dated this eighth day of April one thousand eight hundred and ninety-seven.

For Manchester Sheffield and Lincolnshire Railway Company.
WM. POLLITT.

For Great Northern Railway Company.
H. OAKLEY.

PART II.

THIS AGREEMENT made the ninth day of February one thousand eight hundred and ninety-seven between the GREAT NORTHERN RAILWAY COMPANY (herein-after called "the Railway Company") of the one part and the WOLLATON COLLIERY COMPANY LIMITED (herein-after called "the Colliery Company") of the other part.

WHEREAS the Railway Company are the owners of a canal known as the Nottingham Canal:

And whereas the Colliery Company are the owners lessees or workers of certain mines beds or seams of coal known as the Deep Soft Coal and the Deep

Hard Coal lying under the portion of the said canal shown on the plan hereto annexed and coloured blue thereon and under lands adjoining the said canal and which said plan for the purpose of identification is signed by Richard Johnson the chief engineer of the Railway Company and by George Lewis the mining engineer of the Colliery Company:

And whereas the said canal was constructed under an Act of Parliament passed in the thirty-second year of the reign of King George III. and being chapter 100:

And whereas by sections 47 48 and 49 of the said Act it was provided that nothing therein contained should extend to defeat prejudice or affect the right of any lord or lords lady or ladies of any manor or manors or of any owner or owners of any lands or grounds in upon or through which the said intended canal and collateral cuts or any of them or any towing-paths wharves quays trenches sluices passages watercourses or conveniences aforesaid should be made to the mines and minerals lying and being within or under the lands or grounds to be set out or made use of as aforesaid but all such mines and minerals were thereby reserved to the lord or lords lady or ladies of such manor or manors and to such owner or owners of such lands or grounds respectively and that it should be lawful for the lord or lords lady or ladies of such manor or manors and for the owner or owners of such lands or grounds respectively (subject to the conditions and restrictions therein contained) to work get drain take and carry away to his her or their own use such mines and minerals not thereby injuring prejudicing or obstructing the said intended canal and collateral cuts towing-paths wharves quays trenches sluices and watercourses or other the conveniences aforesaid or any of them also that if the owner or worker or owners or workers of any coal or other mine should in pursuing such mine work near to or under the said intended canal and collateral cuts or any of them so as in the opinion of the said Nottingham Canal Company to endanger or damage the same or in the opinion of the owner or worker owners or workers of the said mine to endanger or damage the further working thereof then it should be lawful for the said Nottingham Canal Company to treat and agree with such owner or worker owners or workers for all such coals or other minerals as might be near or under the said intended canal and collateral cuts or any of them as should be thought proper to be left for the security or preservation of the said intended canal and collateral cuts or any of them and in case the said Nottingham Canal Company and such owner or worker or owners or workers of such mine or mines should disagree touching the satisfaction to be made for such coal or other minerals then it should be lawful for the said commissioners (meaning the commissioners by the Act appointed and authorised to be appointed) at the request of the said Nottingham Canal Company or of such owner or worker owners or workers of such mine or mines to cause a jury to be summoned and impannelled in the manner therein directed who should and they were thereby authorised and required by such ways and means as aforesaid to assess and determine what satisfaction such owner or worker owners or workers of such mine or mines ought to have and receive from the said Nottingham Canal Company on being restrained from working such mine or mines and upon payment or satisfaction made to such owner or worker owners or workers of such mine or mines by the said Nottingham Canal Company according to the

A.D. 1898.

verdict or judgment of such jury such owner or worker owners or workers of such mine or mines should be and he she or they were thereby perpetually restrained from working such mine or mines within the limits for which satisfaction should by the said jury be adjudged and declared to extend And also that it should be lawful for the said Nottingham Canal Company by themselves or their agents or servants at any time or times to enter upon any lands or grounds through or near which the said intended canal collateral cuts and works thereby authorised to be made should be or pass wherein any coal or other mines should or might be dug or opened and likewise to enter into such coal or other mines and there to view search and measure latch and use all other means for the discovering the distance of the said intended canal collateral cuts and towing-paths from the working parts of such mines respectively and in case it should appear that any mine had been worked or got contrary to the directions of that Act it should be lawful for the said Nottingham Canal Company and for their agents servants or workmen at the expense costs and charges of the owners or proprietors of such mine to enter into and upon such mine and from time to time to use all necessary and reasonable ways and means for repairing supporting sustaining securing and making safe the said intended canal and collateral cuts towing-paths and other works and such expenses costs and charges should be recovered by the said Nottingham Canal Company in case of non-payment thereof upon demand in such and the same manner as any penalties were therein-after directed to be recovered and should be paid into the hands of the treasurer of the said Nottingham Canal Company for the use and benefit of the said company:

And whereas disputes have arisen between the Railway Company and the Colliery Company as to their respective rights under the said Act:

And whereas on the fourth day of May one thousand eight hundred and ninety-two the Railway Company commenced an action against the Colliery Company in the High Court of Justice Queen's Bench Division (1892 G. No. 898) claiming damages for the injury to the said canal by the Colliery Company working their said mines without leaving proper support for the said canal

And whereas by notices in writing dated respectively twenty-seventh May one thousand eight hundred and ninety-three and fifth July one thousand eight hundred and ninety-three and served upon the Railway Company by the Colliery Company the Colliery Company gave the Railway Company notice that the further working of their mines near to and under the said canal at Lenton Radford and Wollaton would in their opinion endanger and damage the canal and works unless coal was left for their support and consequently would endanger and damage the further working of their said mines within the meaning of the said Act 32 George III. chapter 100 and further that they desired to be informed if the Railway Company were prepared to treat with them and endeavour to agree the amount of compensation payable under the said Act:

And whereas the Colliery Company allege that in order not to endanger and damage the said canal they stopped certain workings in their said mines and that by reason of such stoppage they have suffered loss and have claimed to be compensated for such loss by the Railway Company:

And whereas with a view to settle and determine the said disputes and to put an end to any proceedings under the said notices the Railway Company and the Colliery Company have agreed to enter into and execute these presents:

Now these presents witness that the Railway Company hereby covenant with the Colliery Company their successors and assigns and the Colliery Company for themselves and their successors and assigns hereby covenant with the Railway Company as follows (that is to say):—

(1) The Colliery Company hereby withdraw and abandon the said notices.

(2) The Railway Company hereby abandon and release their claims against the Colliery Company and agree to discontinue the said action and to pay the Colliery Company the sum of three hundred and seventy-five pounds for their costs.

(3) The Colliery Company hereby withdraw all claim to be compensated by the Railway Company for any loss suffered by the Colliery Company by reason of the said stoppage of their workings.

(4) It shall be lawful for the Colliery Company to continue their present workings in the said seams known as the Deep Soft Coal and the Deep Hard Coal respectively under the said canal and any works connected therewith and the lands adjoining thereto without being responsible for any damage which may be suffered by or caused to the said canal and works by reason of such workings Provided always that the said workings are carried on in the usual and proper manner.

(5) When and so often as any fresh workings in the said seams or either of them other than those mentioned or referred to in clause 4 hereof shall in the ordinary course of working have approached to the prescribed distance and the Colliery Company shall be desirous of working and would in the ordinary course of working and but for the existence of the canal have proceeded to work within the prescribed distance the Colliery Company shall give to the Railway Company at least thirty days' notice in writing of their intention to work within the prescribed distance and until the expiration of such period the Colliery Company shall not work within the prescribed distance but the Colliery Company may work up to the prescribed distance without being responsible for any damage which may be suffered by or caused to the said canal or works by reason of such working Provided always such working is carried on in the usual and proper manner.

(6) The expression "the prescribed distance" shall mean a distance included between two lines drawn vertically downwards one on each side of the canal at the distance of forty yards from the extreme boundary thereof.

(7) Upon or at any time after the receipt of such notice the Railway Company may cause the workings in respect of which such notice was given to be inspected by any person appointed by them for the purpose and the Colliery Company shall produce to him and allow him to inspect the working plans of that part of the mines and shall supply him with such information in their possession in relation thereto as the Railway Company may reasonably require and if the Railway Company shall desire to have any part of the mines within the prescribed distance left for the support and preservation of the canal or works and shall be willing to purchase

A.D. 1898.

and make compensation for such part of the said mines and shall give notice in writing to that effect to the Colliery Company then the Colliery Company shall leave such part of the said mines unwrought and ungotten and the Railway Company shall purchase and make compensation for the same and the amount of purchase-money and compensation shall in case of difference be settled by arbitration such compensation shall include in addition to the value of the part of the said mines so purchased as aforesaid all such additional expenses and losses as shall be incurred by the Colliery Company by reason of leaving such part of the mines unwrought and ungotten.

(8) If before the expiration of such thirty days the Railway Company do not give such notice as aforesaid it shall be lawful for the Colliery Company to proceed to work within the prescribed distance until the Railway Company shall give such notice as aforesaid without being responsible for any damage which may be suffered by or caused to the said canal or works by reason of such workings Provided always that the said workings are carried on in the usual and proper manner.

(9) If the working of any part or parts of the said mines under the said canal or works or within the prescribed distance therefrom be prevented as aforesaid it shall (subject as herein-after mentioned) be lawful for the Colliery Company to cut and make any such and so many airways headways gateways or water levels through the mines measures or strata the working whereof shall be so prevented as may be necessary to enable them to ventilate drain and work all or any of the mines of the said Colliery Company in the most beneficial manner Provided always that before commencing any such works the Colliery Company shall submit plans and sections thereof to the Railway Company and that the number dimensions and sections of such airways headways gateways and water levels shall in case of difference be settled by arbitration.

(10) The Railway Company shall from time to time pay to the Colliery Company all such additional expenses and losses as shall be incurred by them by reason of the continuous working of such mines being interfered with or interrupted as aforesaid or by reason of the making of any such airway or other works as aforesaid which or any like work would not have been necessary to be made but for the working of the said mines being so interfered with interrupted or prevented as aforesaid and the amounts of such losses or expenses shall in case of difference be settled by arbitration.

(11) Any question of disputed purchase-money compensation loss or expense or other matter or thing hereby agreed to be settled by arbitration shall unless the parties within seven days after notice in writing by either of them to the other concur in the appointment of a single arbitrator be referred to two arbitrators one to be appointed by each party and this Agreement shall be deemed to be a submission within the meaning of the Arbitration Act 1889 or any statutory modification thereof.

(12) The Railway Company shall apply for and use their best endeavours to obtain the confirmation of this Agreement by Parliament in the first practicable session of Parliament after the execution hereof.

In witness whereof the Railway Company and the Colliery Company have caused their respective common seals to be hereunto affixed the day and year first above mentioned.

The common seal of the Great Northern Railway Company was hereunto affixed in the presence of
ANDREW FAIRBAIRN
Director.

L.S.

The seal of the Wollaton Colliery Company was affixed in the presence of
J. W. LEAVERS
JAMES RECKITT
Two of the Directors.

L.S.

PART III.

THIS INDENTURE made the twenty-fourth day of May one thousand eight hundred and ninety-eight between the GREAT NORTHERN RAILWAY COMPANY (herein-after called "the Great Northern Company") of the one part and the NORTH STAFFORDSHIRE RAILWAY COMPANY (herein-after called "the North Staffordshire Company") of the other part.

WHEREAS by the Great Northern Railway (Derbyshire and Staffordshire) Act 1872 the Great Northern Company were authorised to make and maintain (inter alia) a Railway No. 7 about eighteen miles five furlongs in length commencing by a junction with a Railway No. 1 by the said Act also authorised to be made and terminating in the parish of Marston-on-Dove in Derbyshire by a junction with the North Staffordshire Railway near the level crossing of the Hilton and Egginton public road over the said railway and also a Railway No. 8 about five furlongs in length commencing in the parish of Marston-on-Dove in the county of Derby by a junction with the first-mentioned Railway No. 7 and terminating in the parish of Egginton by a junction with the North Staffordshire Railway near the level crossing of the public road leading from Eatwall to Egginton and also a Railway No. 9 about one mile in length commencing in the parish of Marston-on-Dove by a junction with the North Staffordshire Railway near the bridge which carries that railway over the Hilton Brook and terminating by a junction with the Burton branch of the North Staffordshire Railway in the parish of Rolleston in the county of Stafford near the bridge which carries the said railway over the River Fleam:

And whereas by the Great Northern Railway (Further Powers) Act 1874 the Great Northern Company were authorised to make and maintain (inter alia) Railway No. 14 a railway four furlongs and seventy-five chains in length in the county of Stafford commencing by a junction with the North Staffordshire Railway at a point five yards south of the bridge carrying the said North Staffordshire Railway over the Derby and Birmingham branch of the Midland Railway and terminating by a junction with the Hay branch of the Midland Railway about twenty-two yards north of the bridge carrying Hawkins Lane over the said Hay Branch Railway:

A.D. 1898.

And whereas the Great Northern Company required for the purposes of the said Acts and in order to construct the said Railways Nos. 8 9 and 14 to enter on lands and hereditaments belonging to and vested in the said North Staffordshire Railway Company and to lay down lines of rails thereon as shown on the plans annexed to the Agreement herein-after recited of the seventh of December one thousand eight hundred and seventy-nine and marked respectively A B and C:

And whereas the Great Northern Company also required for the efficient working of the said Railway No. 14 to construct a junction with the said North Staffordshire Railway by the lines marked A shown on the plan C herein-before mentioned:

And whereas the Great Northern Company entered into and upon the said lands and hereditaments of the said North Staffordshire Railway and have made the said Railways 8 and 9 thereon and have made the temporary line marked B shown on the said plan C over the said lands and hereditaments of the North Staffordshire Railway and the line marked C shown upon the said plan C:

And whereas by the said Act of 1874 the Great Northern Company are upon certain terms and subject to certain conditions therein mentioned empowered to run over and use with their engines and carriages and with their clerks officers and servants and for all purposes of their traffic the following portions of the undertaking of the North Staffordshire Company namely:—

(1) So much thereof as lies between the Egginton Station and the junction of the Churnett Valley line with the Tutbury and Burton line near Marston-on-the-Dove;

(2) So much thereof as lies between the said junction and the junction of the said Tutbury and Burton line with the Midland Railway at Burton-on-Trent;

(3) And also so much thereof as lies between Stretton Junction and the junction of the North Staffordshire Railway with the Hay branch of the Midland Railway near Hawkins Lane at Burton-on-Trent together with the stations watering-places booking offices warehouses landing-places sidings works and conveniences connected with the said portions of the undertaking of the North Staffordshire Company:

And whereas the North Staffordshire Company objected to such last-mentioned user of the said portions of their lands by the Great Northern Company upon the terms and conditions contained in the said Act and whilst the Bill for the same Act was in the House of Commons and in due course presented a petition to that Honourable House praying that further provision might be made therein for their protection:

And whereas thereupon it was on the twelfth day of May in the year of our Lord one thousand eight hundred and seventy-four agreed by and between the Great Northern Company and the North Staffordshire Company as follows:—

(1) For all traffic carried by the Great Northern over the portion of the North Staffordshire line between Egginton and Burton the North Staffordshire to receive a mileage proportion equal to double the distance for which their line may be used;

(2) North Staffordshire to have running powers at mileage rates to Pinxton and to Nottingham and the use of goods and passenger stations on Derby

lines including Nottingham and Burton as altered by Bill of this session on terms to be agreed;

(3) The North Staffordshire Company to have running powers viâ Bingham and Melton to Leicester so far as the Great Northern Company can give the same and they are to use their best efforts to induce the London and North Western Company to agree in the exercise of these powers by the North Staffordshire Company;

(4) Mutual facilities to be given for through booking between the two systems to and from places to which either Company does not run on the line of the other;

(5) Great Northern to fix their own rates to Burton;

(6) Working expenses to be allowed to each Company at a rate to be agreed upon after deduction of Clearing House terminals tolls to other companies and other usual charges;

(7) All through rates other than those to Burton to be agreed or settled by arbitration and to be divided by mileage;

(8) Local traffic not to be carried by running company over the line of the other unless otherwise agreed It being deemed expedient by reason of the "position of the Bill to insert provisions therein to carry out the above "arrangement upon which it was agreed that the petition of the North "Staffordshire Railway Company should be withdrawn It is promised "and agreed that provisions to the same effect shall be inserted in any "Bill promoted by either of the companies in the next or any future "session" And the same agreement having been signed by Mr. Henry Oakley the general manager of the Great Northern Company on behalf of that Company and by Mr. Percy Morris the general manager of the North Staffordshire Company on behalf of that company the petition of the North Staffordshire Company was withdrawn and the said Act was allowed to pass without opposition from the North Staffordshire Company:

And whereas the Great Northern Company have with the consent of the North Staffordshire Company altered the termination of Railway No. 9 and its junction with the North Staffordshire Railway from the point shown on the deposited plans referred to in section 4 of the Great Northern Railway (Derbyshire and Staffordshire) Act 1872 as the point for such termination and junction and which altered junction necessitates the user by the Great Northern Company for a less distance by twenty-five chains or thereabouts of the North Staffordshire Railway and the North Staffordshire Company consented to such alteration on the terms stated in the agreement next herein-after recited:

And whereas by an agreement dated the seventh of December one thousand eight hundred and seventy-nine and made between the Great Northern Company of the one part and the North Staffordshire Company of the other part it was covenanted and agreed by and between the Great Northern Company and the North Staffordshire Company respectively and their respective successors and assigns as follows:—

First.—The North Staffordshire Company will sell and the Great Northern Company will purchase at or for the price or sum of two hundred pounds to be paid on the signing of the now reciting agreement an easement over the said lands and hereditaments so taken by the Great Northern

A.D. 1898.

Company as aforesaid and upon which the rails of the Great Northern Company's railways are laid or intended to be laid as shown by red lines on the said plans A B and C And the North Staffordshire Company will when required by the Great Northern Company and at their cost and expense in all respects grant to them a perpetual easement over the said lands and hereditaments the said sum of two hundred pounds to be in full not only for the easement over the said lands and hereditaments but also compensation for the construction of the said lines of railway as shown on the said plan and in lieu of an annual wayleave or rentcharge for the user of the said lines by the Great Northern Company ;

Secondly.—The lines B shown on the said plan C shall be removed by the Great Northern Company when the red lines C also shown on the said plan shall be constructed by the Great Northern Company or at any earlier period that may be required by the North Staffordshire Company ;

Thirdly.—The recited agreement of the twelfth day of May one thousand eight hundred and seventy-four and signed by the said Henry Oakley and Percy Morris is acknowledged confirmed and ratified and is and shall be mutually binding upon the respective companies parties hereto;

Fourthly.—The Great Northern Company may and shall terminate the said Railway No. 9 by a junction with the North Staffordshire Railway twenty-five chains or thereabouts east of the point shown on the said deposited plans near the level crossing of the Hilton and Egginton public road over the North Staffordshire Railway as the then intended termination of the Railway No. 9 and its junction with the North Staffordshire Railway ;

Fifthly.—In estimating and determining the distance in respect of which the North Staffordshire Company are to receive a mileage proportion equal to double the distance for which their line may be used such distance shall be measured not from the altered point hereby agreed to but from the said point shown on the said deposited plans for the intended termination of the said Railway No. 9 and its junction with the North Staffordshire Railway ; and

Sixthly.—This agreement to be in perpetuity and either company may apply to Parliament for a confirmation of the same and the other company shall aid and assist in obtaining the necessary Parliamentary sanction :

And whereas the parties hereto are desirous that the herein-before recited agreements should be ratified and confirmed :

Now therefore it is covenanted and agreed by and between the Great Northern Company and the North Staffordshire Company respectively and their respective successors and assigns as follows :—

(1) The herein-before recited agreements dated respectively the twelfth day of May one thousand eight hundred and seventy-four and seventh day of December one thousand eight hundred and seventy-nine so far as the same remain to be performed by the Great Northern Company and the North Staffordshire Company or either of them are hereby respectively ratified and confirmed and made binding on the parties hereto respectively.

(2) This agreement shall be in perpetuity and either Company may apply to Parliament for a confirmation of the same and the other Company shall aid and assist in obtaining the necessary Parliamentary sanction with such amendments as Parliament may make therein.

In witness whereof the respective Companies have hereunto affixed their common seals the day and year first aforesaid.

The common seal of the Great Northern Railway Company was hereunto affixed in the presence of
FREDERICK W. FISON
Director.

L.S.

Sealed with the common seal of the North Staffordshire Railway Company in the presence of
TONMAN MOSLEY
JOSIAH WILKINSON
Directors.
R. E. PEARCE
Secretary.

L.S.

Printed by EYRE and SPOTTISWOODE,
FOR
T. DIGBY PIGOTT, Esq., C.B., the Queen's Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller, from
EYRE AND SPOTTISWOODE, EAST HARDING STREET, FLEET STREET, E.C.; or
JOHN MENZIES & Co., 12, HANOVER STREET, EDINBURGH, and
90, WEST NILE STREET, GLASGOW; or
HODGES, FIGGIS, & Co., LIMITED, 104, GRAFTON STREET, DUBLIN.