

ANNO DUODECIMO & DECIMO TERTIO

VICTORIÆ REGINÆ.

****

Cap. lxxxiv.

An Act to amend the Acts relating to the *Great Northern* Railway, and to make a Diversion of such Railway at *Bentley-with-Arksey* in the West Riding of *Yorkshire,* and to enlarge the *Boston, Lincoln, and London* Stations of such Railway.

[1st *August* 1849.]

WHEREAS an Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her present Majesty, called "The *Great Northern* Railway 9 & 10 Vict.
Act, 1846:" And whereas another Act was passed in the same cc. 71. and
Session of Parliament called "The *Stamford and Spalding* Railway 352.
Act, 1846," and the Undertaking by that Act authorized has, in pursuance of the Powers therein contained, been conveyed to and is now vested in the *Great Northern* Railway Company: And whereas in the Session of Parliament held in the Tenth Year of the Reign of Her present Majesty certain other Acts were passed, called respectively "The *Great Northern* Railway (Deviation near *Doncaster*) 10 & 11 Vict.
Act, 1847," "The *Great Northern* Railway (Deviations between cc. 143., 146.
Grantham and *York*) Act, 1847," "The *Great Northern* Railway 272., 286.,
(*Hertford, Hatfield,* and *St. Alban's* Branch) Act, 1847," "The and 287.
Great Northern Railway (*Sutton* Branch) Act, 1847," and "The

Great Northern Railway (Deviations between *London* and *Grantham*) Act, 1847:" And whereas another Act was passed in the last Session
11 & 12 Vict. c. 114. of Parliament, called "The *Great Northern* Railway Acts Amendment and *Isle of Axholme* Extension Act, 1848:" And whereas it is expedient that the *Great Northern* Railway Company should be empowered to alter the Line and Direction of a certain Portion of their Railway as at present authorized to be constructed in the Township of *Bentley-with-Arksey* in the Parish of *Arksey* in the West Riding of *Yorkshire*, and also to enlarge their intended Stations, Approaches, and Works at *Boston*, *Lincoln*, and *London*: And whereas an Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her present Majesty, called
9 & 10 Vict. c. 88. "The *East Lincolnshire* Railway Act, 1846," the Provisions whereof were amended by Three other Acts, Two of which were passed in the Session of Parliament held in the Tenth and Eleventh Years of
10 & 11 Vict. cc. 113. 125. the same Reign, and are respectively called "The *East Lincolnshire* Railway (*Louth* Navigation Purchase) Act, 1847," and "The *East Lincolnshire* Railway (Branch to *Great Grimsby and Sheffield Junction* Railway at *Grimsby*) Act, 1847," and the other of such Acts was
11 & 12 Vict. c. 62. passed in the last Session of Parliament, called "The *East Lincolnshire* Railway (Alteration of *Great Grimsby* Branch) Act, 1848:" And whereas under the Powers of an Act passed in the said Session of Parliament held in the Tenth and Eleventh Years of the Reign of
10 & 11 Vict. c. 148. Her present Majesty, called "The *Great Northern* Railway Company's Purchase Act, 1847," the *East Lincolnshire* Railway Company were empowered to grant, and the *Great Northern* Railway Company were authorized to accept, a Lease of the Undertakings of the said *East Lincolnshire* Railway Company, and in pursuance of such Power the said *Great Northern* Railway Company are now in possession of the *East Lincolnshire* Railway, and it is expedient that further Powers should be conferred upon the said *Great Northern* Railway Company with respect to such Lease than can be exercised by them under the last-recited Act: And whereas it is expedient that some of the Powers and Provisions of the recited Acts should be amended and enlarged; but the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all the

Powers of recited Act extended to this Act.

Powers and Provisions contained in the said recited Acts, except such of them as are by this Act repealed, altered, or otherwise provided for, shall extend to this Act, and to the several Matters hereby authorized, as fully and effectually as if such Powers and Provisions were repeated and re-enacted in this Act.

Short Title.

II. And be it enacted, That in citing this Act in other Acts of Parliament, and in all legal Instruments and other Documents and Proceedings, it shall be sufficient to describe it as "The *Great Northern* Railway Acts Amendment Act, 1849."

Power to construct Works ac-

III. And whereas Plans and Sections of the Works by this Act authorized; showing the Lines and Levels thereof, and also Books of Reference

cording to deposited Plans.

Reference to such Plans, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and of the Occupiers of the Lands through which such Works are intended to pass, have been deposited with the respective Clerks of the Peace for the West Riding of *Yorkshire*, the *Holland* Division of *Lincolnshire*, the County of the City of *Lincoln*, and the County of *Middlesex*: Be it enacted, That it shall be lawful for the said Company to make and maintain the new Lines of Railway herein-after particularly described, and also to enlarge their intended Station, Approaches, and Works in the Parish of *Saint Mary-le-Wigford* in the said City of *Lincoln*, and in the Parish of *Boston*, and at *King's Cross* in the Parishes of *Saint Pancras* and *Saint Mary Islington* in the County of *Middlesex*, and also to make and maintain the several other Works by this Act authorized, in the Lines and upon the Lands delineated on the said Plans and described in the said Books of Reference, and according to the Levels defined on the said Sections, and to enter upon, take, and use such of the Lands as shall be necessary for such Purposes.

Describing new Lines of Railway.

IV. And be it enacted, That it shall be lawful for the Company to make and maintain a new or substituted Line of Railway, with all proper Works, Stations, Approaches, and Conveniences connected therewith, commencing at a Road in the Township of *Bentley-with-Arksey* in the Parish of *Arksey*, numbered 44 on the deposited Plans referred to in "The *Great Northern* Railway (Deviation near *Doncaster*) Act, 1847," and terminating at another Field in the same Township and Parish numbered 99 on the Plans referred to in "The *Great Northern* Railway Act, 1846," and also to make and maintain a Line or Lines of Railway, all within the said Parish of *Boston*, commencing by a Junction with the authorized Line of the *Great Northern* Railway at or near the *Sleaford* Road, and ending at or near a certain Field in the same Parish numbered 138 on the last-mentioned Plans.

Power to Company to abandon Part of Line, &c.

V. And be it enacted, That the Company shall abandon the Formation of so much of the Railway as will be rendered unnecessary by the making of such new or substituted Line of Railway, and all the Powers, Authorities, and Privileges by the said recited Acts or any of them granted to the Company for the Construction, Maintenance, or Use of such Portion of Railway so required to be abandoned shall from and after the passing of this Act cease and determine.

Compensation to be made where Contracts have been entered into or Notices given.

VI. Provided always, and be it enacted, That in any Case where before the passing of this Act any Contract has been entered into or Notice given by the Company for purchasing any Lands which the Company were empowered to purchase for the Purpose of constructing the Portion of Railway so authorized to be abandoned as aforesaid, the Company shall make to the Owners or Occupiers of and other Parties interested in such Lands full Compensation for all Injury or Damage sustained by such Owners, Occupiers, and other Parties by reason of such Purchase not being completed, pursuant to such Contract or Notice, and the Amount and Application of such Compensation

pensation shall be determined in the Manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of the Compensation to be paid for Lands taken under the Provisions thereof: Provided also, that the Authority hereby given for abandoning the Formation of the aforesaid Portion of the said Railway shall not prejudice or affect the Right of the Owner or Occupier of any Lands which the Company were so empowered to purchase as aforesaid to receive from the Company Compensation for any Damage that may have been occasioned by the Entry of the Company upon such Lands for the Purpose of surveying and taking Levels, and of probing or boring to ascertain the Nature of the Soil, or of setting out the Line of the Railway, pursuant to the Provisions for that Purpose in the said Lands Clauses Consolidation Act contained.

Nothing to affect Suits pending.

VII. And whereas there are now pending in Her Majesty's Court of Queen's Bench certain Proceedings wherein Her Majesty is Prosecutor and *Edward Ladd Betts* and others are Defendants, and there is also pending in the High Court of Chancery a Suit entitled "*Hopkins* against the *Great Northern* Railway Company:" Be it enacted, That nothing in this Act contained shall prejudice or affect the said Proceedings and Suit.

Company to purchase Part of Mr. Hartley's Property in the Parish of Boston.

VIII. And be it enacted, That the Company shall purchase the whole of the House, Buildings, and Land in the said Parish of *Boston* delineated on the said Plans deposited for the Purpose of "The *Great Northern* Railway Act, 1846," and thereon numbered respectively 75, 120, 121, 126, and 127, and described in the Books of Reference to the said last-mentioned Plans as belonging to *Holliday William Hartley*, as the Owner or reputed Owner thereof, or such Part or Parts of the said Houses and Lands, and such Estate or Interest therein respectively as the said *Holliday William Hartley* is now entitled to, or would be authorized to sell to the Company if the same were required for the Purposes of this Act, and such Purchase shall be made under and subject to the Provisions of this Act, and the other Acts incorporated herewith, in the same Manner as if the said Houses and Lands were required for the Purposes of this Act, save and except that it shall not be necessary for the said Company to give Notice to the said *Holliday William Hartley* that the said Company require to purchase or take the said Houses and Lands, or to demand from him the Particulars of his Estate and Interest in such Houses and Lands, or of the Claims made by him in respect thereof, but for the Purpose of this Act the said Company shall be deemed to have given such Notice on the Day of the passing hereof, and to have stated in such Notice that the said Company are willing to treat for the Purchase of the said Houses and Lands.

Power to Company to purchase certain Lands belonging to Mr. Hopkins.

IX. Provided always, and it is hereby enacted, That it shall be lawful for the Company to take and purchase, subject to the Provisions of this and the said recited Acts incorporated therewith, such Part as is herein-after mentioned of certain Gardens and Orchards or Pieces of Land in the said Parish of *Boston* delineated on the said Plans deposited for the Purposes of this Act, and thereon numbered 3 and

and 23, and described in the said Books of Reference to the said Plans as belonging to *Thomas Hopkins*, as the Owner or reputed Owner thereof, that is to say, so much and such Part of the said Two Pieces of Land as would lie on the West Side of a straight Line drawn across the same at the Distance of One hundred and thirty-six Feet from the centre Line of the existing Railway, parallel to the same centre Line; and, save and except as aforesaid, nothing in this Act or in the said recited Acts contained shall be deemed or taken to authorize or empower the Company to take or purchase the Pieces of Land in the Parish of *Boston* delineated on the said Plans deposited for the Purposes of this Act, and thereon numbered respectively 3, 5, 6, 9, and 23, and described in the said Books of Reference thereto as belonging to the said *Thomas Hopkins* as the Owner or reputed Owner thereof.

Power to cross certain Road in the Parish of Marton on the Level.

X. And whereas by "The *Great Northern* Railway Act, 1846," the Company are authorized to construct their Railway across a certain public Road in the Parish of *Marton* in the County of *Lincoln* by carrying the said Road over the said Railway, but it has since been found expedient that the said Road should be crossed on the Level: Be it therefore enacted, That it shall be lawful for the Company to make and maintain their Railway across and upon the Level of the same Road, in the Manner defined upon the herein-before first-mentioned deposited Plans, instead of in the Manner already authorized.

Power to cross certain Roads on the Level.

XI. And be it enacted, That it shall be lawful for the Company to construct the said Railways across and upon the Level of the Turnpike Roads and public Roads numbered in the first-mentioned deposited Plans as follows; (that is to say,)

Number 51 in the Parish of *Boston*:
Numbers 54, 65, 75, and 91 in the Township of *Bentley-with-Arksey* in the Parish of *Arksey*.

Company to erect Station or Lodge where Roads crossed on the Level.

XII. And be it enacted, That for the greater Convenience and Security of the Public the Company shall erect and permanently maintain either a Station or Lodge at the Points where the before-mentioned Roads shall be crossed on a Level; and the Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Commissioners of Railways; and if the Company shall fail to erect or at all Times maintain any such Station or Lodge, or appoint a proper Person to watch or superintend the crossing at any such Point or Station, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Commissioners of Railways

XIII. Provided always, and be it enacted, That it shall be lawful for the Commissioners of Railways, if it shall appear to them necessary for

may require Bridges instead of Level Crossings.

for the public Safety, at any Time, either before or after the Railways hereby authorized to be made, or either of them, shall have been completed and opened for public Traffic, to require the Company, within such Time as the said Commissioners shall direct, and at the Expense of the Company, to carry any or either of the herein-before mentioned Roads either under or over the Railway by means of a Bridge or Arch, instead of crossing the same on a Level, or to execute such other Works as under the Circumstances of the Case shall appear to the said Commissioners the best adapted for removing or diminishing the Danger arising from any such level Crossing.

Land for extraordinary Purposes.

XIV. And be it enacted, That it shall be lawful for the Company to purchase any Quantity of Land for extraordinary Purposes, not exceeding Twenty Acres, in addition to the Land which they are at present authorized to take for such Purposes.

Period for compulsory Purchase of Lands limited.

XV. And be it enacted, That the Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for the Completion of the Works.

XVI. And be it enacted, That the Works hereby authorized shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act granted to the Company for executing such Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

For preventing Stoppages or Obstruction to the Traffic in Maiden Lane.

XVII. Provided always, and be it enacted, That, notwithstanding anything herein contained, it shall not be lawful for the said Company, in carrying into effect the Works by this Act authorized, to stop up or to obstruct or impede (except temporarily during the Construction of such Works) the Passage along the Street or Road called *Maiden Lane* in the Parish of *Saint Pancras* in the County of *Middlesex*, or, except as aforesaid, to diminish the present Width or to alter or vary the present Inclination of the said Street or Road or any Part thereof: Provided nevertheless, that in the event of its being necessary, in the Construction of the Railway or Works, that such Street or Road should be temporarily stopped up, it shall not be lawful for the said Company so to stop up the same until they shall have made another good and sufficient Road over or immediately contiguous to the said Street or Road so to be temporarily stopped up; and the said last-mentioned Street or Road shall be restored by the Company at their Expense, within Nine Months at the latest after the first Interference therewith, in as good State, Condition, and Repair as the same was in before such Interference.

For Protection of Imperial Gaslight and Coke Company.

XVIII. And be it enacted, That the several Provisions in the said first-recited Act contained for preventing any Interruption in the Supply of Gas, and the Disturbance of existing Gas Pipes, until others are laid down in their Stead, and until Notice shall have been given of interfering with the same to the Imperial Gaslight and Coke Company, and for enabling the same Company to lay and repair Pipes on the

the Lands of the Railway Company, and for providing for the Repairs of the Gas Pipes and Works connected therewith, in the same Act inserted with reference to the Works thereby authorized, shall be held to apply to the Works by this Act authorized, and to the Lands acquired under this Act, as fully as if the same several Clauses and Provisions were here repeated; and further, that the said Railway Company shall be liable to such and the like Forfeitures, Penalties, Compensation, and Damages for any Interruption in the Supply of Gas by the said Gas Company occasioned by the Works under this Act authorized, and to such and the like Remedies for the Recovery thereof, as fully and in the same Manner as if such Interruption were occasioned by the said Railway authorized by the said recited Act.

For Protection of the Regent's Canal.

XIX. And be it enacted, That all and every the Clauses, Powers, Provisions, Restrictions, and Penalties in the said recited Act, "The *Great Northern* Railway Act, 1846," contained, with respect to the *Regent's Canal*, and the Locks, Wharfs, Side Ponds, Lay Byes, Towing Path, Bridges, Banks, or other Works belonging to the said Canal, and to the Land of the Company of Proprietors of the *Regent's Canal*, and to the Formation of a Tunnel or Aqueduct for carrying the Railway under the said Canal, and of a temporary Side Canal, so far as the same were affected or interfered with by the Railway and Works by that Act authorized to be made and maintained, shall extend and be applicable to the Railway Station, Approaches, and Works by this Act authorized to be made and maintained, so far as the said Canal, or the Locks, Wharfs, Side Ponds, Lay Byes, Towing Path, Bridges, Banks, and other Works belonging thereto, or the Land of the said Company of Proprietors, or any of them, are affected or interfered with by the said Railway Station, Approaches, and Works, in such and the same Manner, to all Intents and Purposes, as if the same Railway Station, Approaches, and Works had been included amongst the Works which by the said Act the Railway Company were authorized to make and maintain.

A certain Clause in Great Northern Railway Act 1846, which requires Company to construct Haling Path on Side of River Witham, repealed.

XX. And whereas it is by the first-recited Act enacted, that the Company should, before opening their Railway, construct, and, during the Continuance of the Lease in such Act referred to, maintain, a Haling Path on the North-eastern Side of the River *Witham*, from *Horsley Deeps Lock* to *Lincoln*, with proper and convenient Bridges and Communications from such Haling Path to the Haling Path on the South-western Side of the said River from *Horsley Deeps* aforesaid to *Boston*: And whereas it is expedient that such Enactment should be repealed: Be it therefore enacted, That the same shall be and is hereby repealed, and that the said Company shall, in the Stead thereof, in the Manner, under the Control, and subject to the Penalties prescribed by the said Act, maintain a good and sufficient Towing Path on the South-west Side of the said River.

Rent payable to Witham Navigation Proprietors defined.

XXI. And whereas by the first-recited Act the Company of Proprietors of the *Witham* Navigation were directed, immediately after the passing of the same, to grant to the *Great Northern* Railway Company a Lease for Nine hundred and ninety-nine Years of all the Estate and Interest of the said Company of Proprietors in the River

River *Witham*, and in the Navigation thereof from the Grand Sluice in the Borough of *Boston* to the *High Bridge* in the City of *Lincoln*, with all the Locks, Dues, and Tolls thereto belonging, and all such Hereditaments as the said Company of Proprietors were entitled to, and that the Railway Company should from the passing of the same Act, during the Continuance of the Lease, be entitled to Two several Annuities of One thousand four hundred Pounds each, mentioned in the said Act, and should take upon themselves and become liable to the same Works of Navigation and Drainage of or appertaining to the River *Witham*, from the said *High Bridge* to the said Grand Sluice, and the same Burden of repairing and upholding Works, to which the said Company of Proprietors were, or, if that Act had not been passed, might have been liable, and should save harmless and keep indemnified the said Company of Proprietors and the General Commissioners of Drainage therein named from and against the same, and all Loss and Expenses on account of any Neglect or Default on the Part of the Railway Company in performing the said Works or any of them, and should take upon themselves a Mortgage Debt of Nineteen thousand Pounds, and Debentures to the Amount of Five thousand six hundred and ninety-two Pounds Ten Shillings, therein mentioned, and the Interest thereof, and the annual Payments and Outgoings payable by the said Company of Proprietors in respect of the said Hereditaments; and that the said Company of Proprietors should from the passing of the same Act, during the Continuance of the said Lease, become entitled to and receive from the Railway Company such clear annual Rent or Sum as should be equal to the Amount of annual net Profits as shown by the Books of Account of the *Witham* Navigation which accrued to the said Company of Proprietors, as therein expressed, beside and in addition to the aforesaid Two several Annuities of One thousand four hundred Pounds each, and all Rents and other Income as stated in their annual Accounts, as therein mentioned, with the Addition of Five Pounds *per Centum* on such net Profits, Annuities, Rents, and other Income, which said annual Rent was directed to be paid to and be recoverable by the said Company of Proprietors, and to be applied in manner expressed in the said Act: And whereas by the same Act it was also provided that the Railway Company should be at liberty to charge to the said Company of Proprietors the Money which should be paid by the Railway Company for the Purchase of certain Lands, in such Act described or referred to, including Compensation for Severance or other Damage, and the Amount of Money so paid should be deemed a Payment by the Railway Company on account of the said Debt of Nineteen thousand Pounds, and, if necessary, of the said Sum of Five thousand six hundred and ninety-two Pounds Ten Shillings; and in case the said Sums of Nineteen thousand Pounds and Five thousand six hundred and ninety-two Pounds Ten Shillings should not be sufficient for the Purpose, the Company of Proprietors should provide whatever Sum of Money might be needful to supply the Deficiency; and in case the Railway Company should advance such Sum of Money, they should be entitled to Interest thereon at the Rate of Four Pounds *per Centum per Annum* until repaid by the Company of Proprietors; and it was provided that in case Lands should be purchased as aforesaid which should not afterwards be required for the Purposes of the Railway, the same should

be sold by the Railway Company, under the Direction of the Company of Proprietors, and the Money produced by such Sale should be paid to the last-named Company: And whereas the Amount of the annual Rent payable by the Railway Company to the Company of Proprietors under the recited Act was ascertained in manner directed by the said Act, and amounted to the annual Sum of Thirteen thousand six hundred and one Pounds Nineteen Shillings and Ten-pence: And whereas the Railway Company have paid and agreed to pay for the Purchase of such Land as aforesaid, and in respect of Compensation, Sums of Money exceeding the said several Sums of Nineteen thousand Pounds and Five thousand six hundred and ninety-two Pounds Ten Shillings, and they have not paid the last-mentioned Sums or any Part thereof; and it has been agreed between the said Two Companies that the Mode in which the said Company of Proprietors shall discharge the Money payable by them under the Provisions aforesaid shall be altered: Be it enacted, That in lieu of such Repayment as contemplated by the said recited Act, and in lieu of such Interest in the meantime as therein mentioned, it shall be lawful for the Railway Company to reduce the yearly Rent payable by them to the said Company of Proprietors under the Provisions aforesaid by retaining out of the same the annual Sum of Three thousand and fifty-six Pounds Nineteen Shillings and Ten-pence, which annual Sum so retained shall be and is hereby declared to be in full Satisfaction and Discharge of all such Monies and Interest as under the recited Act are or may be or would have been payable by the said Company of Proprietors to the Railway Company in respect of the Purchase of and Compensation for Severance and Damage to Lands as in the said Act mentioned, or in respect of the said Sums of Nineteen thousand Pounds and Five thousand six hundred and ninety-two Pounds Ten Shillings, or any Part thereof, or the Interest thereof, and the said yearly Rent, reduced as aforesaid, and which amounts to the annual Sum of Ten thousand five hundred and forty-five Pounds, shall be deemed to have commenced on and shall be calculated and payable from the Twenty-sixth Day of *June* One thousand eight hundred and forty-seven, and shall be paid to and recoverable by the said Company of Proprietors, and applied in the same Manner as the annual Rent made payable by the said recited Act is directed to be paid, recoverable, and applied, and shall in all other respects represent such annual Rent as last aforesaid; and all other Provisions of the recited Act with respect to such Rent shall extend and apply to the reduced Rent, as effectually as they would have done to the Rent thereby made payable in case this Act had not been passed.

Witham Navigation Proprietors released from the finding of Land and paying Debts.

XXII. And be it enacted, That the said Company of Proprietors shall not, otherwise than by means of such Reduction as aforesaid in the said Rent, be required to pay for any Land which the Railway Company have purchased or agreed to purchase, or which they may require to purchase, for any Purpose or on any Account whatever, or to pay any Compensation which may be payable on account of any such Land, or to pay the said Debts of Nineteen thousand Pounds and Five thousand six hundred and ninety-two Pounds Ten Shillings, or any Part thereof, or the Interest thereof, or to refund any Money which has been paid to them on account of Rent or otherwise,

otherwise, or to incur or be liable to repay to the said Railway Company any Expenses, Costs, or Charges, Claims or Demands, on account of or in relation to the Provisions of the recited Act with respect to the Purchase or Compensation for any Land, or for Damage by Severance or other Damage to any Land, or on account of or in relation to the said Debts due on Mortgage and Debenture, or the Interest thereof respectively, but shall be fully indemnified by the Railway Company against all such Expenses, Costs, Charges, Claims, and Demands as aforesaid, and that all other Provisions of the recited Act for the Protection and Indemnity of the said Company of Proprietors shall continue in force: Provided nevertheless, that the Proceeds of Sale of any Lands which have been or may be acquired by the Railway Company under the Provisions of the recited Act, but which shall not be required for the Purposes of the Railway, shall belong to the Railway Company, notwithstanding any Provisions for the Benefit of the said Company of Proprietors with respect thereto contained in the said Act.

Protecting Drainage by the River Witham.

XXIII. And whereas the Line of the said *Great Northern* Railway crosses the River *Witham* in the County of *Lincoln* near to the Grand Sluice at *Boston:* Be it enacted, That all the Provisions in the said first-recited Act for the Protection of the *Witham* Drainage shall be and continue in full Force, and shall extend to and apply and be construed to be applicable to the Line of the said Railway as the same is now or may be hereafter constructed, and that in carrying the said Railway over the River *Witham* the Bridge below the Level of the Flood Waters of the said River, having been constructed with Piers consisting of Piles, Walings, Braces, Struts, Beams, and other Supports made of Timber, and having been so formed that the Parts below the Level of the Floods shall offer as little Obstruction as possible to the free Passage of the Drainage Water through the present Openings of the said Grand Sluice at *Boston*, the said Company shall preserve the same in a due State of Repair; and in case any Accident or Damage shall happen to any of the Banks, Walls, Piers, Bridges, or Doors, or Foundations, or any Buildings or Matters forming Part of or connected with the Grand Sluice, in any way caused by or consequent upon the Works of the said Company, the Company shall forthwith rebuild and restore the same to the Satisfaction of the said General Commissioners or their Surveyor, and the said Company shall be liable for all Damage caused to any Person whomsoever by such Works; and further, that the said Company shall provide a sufficient Quantity of Land in a convenient Place adjoining the said Grand Sluice, in lieu of such Land belonging to the said General Commissioners, as the said Company may require for the Site of the said Bridge and the Approaches thereto, and shall, at their own Expense, convey the same to the said General Commissioners, and shall likewise erect and complete such new Buildings as may be required for the Use of the said General Commissioners, to supply the Place of any Buildings that may be removed, before taking possession of the Land or Buildings belonging to the said Commissioners, such Land so to be given and Buildings to be erected to be to the reasonable Satisfaction of the said General Commissioners or their Surveyor; and moreover that the said Company shall forthwith remove all

Accumulations

Accumulations or Obstructions of every Kind, whether of Ice, Weeds, Deposits, sunken Vessels, Wrecks, or any other Thing, that may at any Time hereafter strike or stop against or be caused by the said Bridge or any Part thereof, or get across the Openings of such Bridge so as to obstruct the Drainage and free Passage of the Waters, and shall also be liable for any Damage occasioned thereby to any Person; and in the event of any Delay of the Company or their Servants in removing such Accumulations or Obstructions it shall be lawful for the said General Commissioners to take Measures for removing the same, and all Costs of or relating to such Removal shall be repaid by the said Company to the said General Commissioners, and for such Purposes the said General Commissioners and their Officers shall have Liberty to enter upon the said Bridge and other Works of the said Company, but so as that the said General Commissioners shall in all Cases avoid obstructing the general Use of the said Railway as much as Circumstances will allow.

Power to charge Rent of Fossdyke for certain Purposes.

XXIV. And whereas by "The *Great Northern* Railway Act, 1846," the Company was empowered to take from any Person able to grant the same a Sub-lease of the Canal Navigation of the *Fossdyke* in the County of *Lincoln*, and of the Lands, Profits, Privileges, and Appurtenances thereto belonging, for such Consideration, and for such Term, and with such Covenants and Agreements as might be agreed on between the said Person and the Company: And whereas by an Act passed in the Ninth Year of Her present Majesty's Reign, intituled *An Act for enabling* Richard Ellison *Esquire and his Trustees to grant Leases of the* Fossdyke *Navigation in the County of* Lincoln, *and for other Purposes*, the said *Richard Ellison* was empowered, subject to the Conditions in the said Act mentioned, to charge the said Navigation with the Repayment to him of any Sum which might be reasonably expended for the Purpose of enabling any such Sub-lease as aforesaid to be granted or taken on Terms beneficial to the Person or Persons for the Time being entitled to the Rent to be by such Sub-lease reserved: And whereas by an Indenture of Lease, bearing Date the Twenty-first Day of *December* in the Year of our Lord One thousand eight hundred and forty-six, and made between the said *Richard Ellison* of the one Part, and the *Great Northern* Railway Company of the other Part, the said *Richard Ellison* granted unto the said Company, their Successors and Assigns, the said Channel of *Fossdyke*, and the Navigation thereof, and other the Matters and Things in the said Indenture mentioned, for a Term of Eight hundred and ninety-four Years, for the yearly Rent and upon the Conditions in the said Lease mentioned: And whereas the Terms upon which the said Lease was accepted were, that he the said *Richard Ellison* should provide for the said Company the Lands necessary for the Construction of the Railway upon or near the Banks of the said *Fossdyke*, and reimburse to the said Company any Sums paid by them for Purchase of Lands for the Purposes aforesaid, but the said Acts do not contain Powers whereby the said Company may, in default of Payment by the said *Richard Ellison*, repay to themselves and charge the Rent reserved to the said *Richard Ellison* with the Amount of the Purchase Money paid by them for the said Land:

8 & 9 Vict. c. 18.

Be

Be it therefore enacted, That if the said *Richard Ellison* do not from Time to Time, within Two Months after Demand thereof, pay to the said *Great Northern* Railway Company all such Monies as according to the said Agreement may be lawfully charged for the Purchase of such Land as aforesaid against the said *Richard Ellison*, his Executors and Administrators, or others the Persons for the Time being entitled to the Rent by the said Lease reserved, it shall be lawful for the said Company to raise the same Monies by Mortgage of the same Rent, at such Rate of Interest not exceeding Five *per Cent. per Annum* as the said Company may find practicable and expedient, and to deduct the Interest on such Mortgage out of the annual Rent reserved to the said *Richard Ellison*, his Executors and Administrators, from the said Company, as aforesaid: Provided always, that this Act shall be without Prejudice to any Agreement between the said Company and the said *Richard Ellison* in relation to such Moneys existing at the Time of the passing thereof; provided also, that a Certificate in Writing under the Common Seal of the said Company, and the Hands of Three of the Directors, of the Amount of the Moneys which may for the Time being be so lawfully charged, and of the Facts of the same having been lawfully demanded, and of the same not having been paid within Two Months after such Demand, shall, in favour of every Person for the Time being claiming the Benefit of such Mortgage, be conclusive Evidence of such Amount and Facts respectively, anything in the last-mentioned Act or this Act to the contrary thereof notwithstanding.

Shares forfeited may in certain Cases be cancelled.

XXV. And be it enacted, That in any Case in which it shall happen that the Market Price of Shares which may be forfeited for Nonpayment of Calls shall be such as to render it impossible for the Company to sell the same so as to realize a Sum equal to the Arrears of Calls due upon the same, it shall be lawful for the Company to cancel the same Shares, and to issue so many new Shares and of such nominal Amount as they may think fit, provided the Capital to be represented by such new Shares shall not in the whole exceed the Capital represented by the unpaid Portion of the Shares which shall be so cancelled; and any such cancelling of forfeited Shares and Issue of new Shares since the Fifth Day of *June* last, in accordance with this Provision, are hereby confirmed.

Company may guarantee Dividend on Shares.

XXVI. And be it enacted, That it shall be lawful for the Company, with the Assent of Three Fifths of the Votes at any General Meeting, to guarantee the Payment of Dividends, not exceeding in any Case Seven *per Centum per Annum*, on any particular Shares which the Company may by any of the before-recited Acts be authorized to issue, in preference to the Payment thereof on the ordinary Shares of the Company, and upon such Terms as shall be by the Resolution of such Meeting defined: Provided always, that any Preference Shares which shall have been already issued by the Company shall have a Preference or Priority of Dividend over the Shares so guaranteed as aforesaid, and all Preference Shares shall have Priority of Dividend according to the Date at which such Shares shall have been issued.

XXVII. And

As to closing of Transfer Books.

XXVII. And be it enacted, That it shall be lawful for the Directors of the Company to close the Register of Transfers for a Period not exceeding Twenty-eight Days before each Ordinary Meeting of the Company.

Power in first-recited Act, &c. to take certain Tolls repealed.

XXVIII. And be it enacted, That so much of the first-recited Act, and of "The *Stamford and Spalding* Railway Act, 1846," as enacts that it shall be lawful for the Company to demand, in respect of the following Articles; namely,

For all Coal, Coke, Culm, Charcoal, and Cinders, if conveyed on the Railway a Distance of Twenty-five Miles, Three Farthings, but if conveyed a Distance of less than Twenty-five Miles, One Penny *per* Ton *per* Mile;

For all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, *per* Ton *per* Mile, not exceeding One Penny, if the same be conveyed on the said Railway a Distance exceeding Twenty-five Miles, but if the same be conveyed only Twenty-five Miles or a less Distance, then a Sum not exceeding One Penny Halfpenny;

And for all Corn and other Grain, Malt, and Flour, if conveyed on the Railway a Distance of Twenty-five Miles, Five Farthings, but if conveyed a less Distance than Twenty-five Miles, Two-pence *per* Ton *per* Mile,

Shall be and the same is hereby repealed.

Tolls in respect of certain Articles.

XXIX. And be it enacted, That instead of such Tolls it shall be lawful for the Company to demand any Tolls not exceeding the following; (that is to say,)

For all Coal, Coke, Culm, Charcoal, and Cinders carried on their Railways, for the first Twenty-four Miles, One Penny *per* Ton *per* Mile, and for every Mile beyond the first Twenty-four Miles, a Sum not exceeding Three Farthings *per* Ton *per* Mile;

For all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, carried on such Railways, for the first Twenty-four Miles, One Penny Halfpenny *per* Ton *per* Mile, and for every Mile beyond the first Twenty-four Miles, One Penny *per* Ton *per* Mile;

And for all Corn and other Grain, Malt, and Flour, carried on such Railways, for the first Twenty-four Miles, Two-pence *per* Ton *per* Mile, and for every Mile beyond the first Twenty-four Miles, Five Farthings *per* Ton *per* Mile.

Fractions of Sixpence for Second-class Passengers.

XXX. And be it enacted, That for every fractional Part of Sixpence beyond an integral Number of Sixpences payable by any Person conveyed in a Second-class Carriage the Company shall be entitled to demand Sixpence.

Company may charge for loading and unloading, &c.

XXXI. And be it enacted, That, in addition to the Tolls which they are now authorized to receive, it shall be lawful for the Company to make and demand, in respect of all Goods, Minerals, Wares, and Merchandize conveyed upon their Railways, a reasonable Sum for loading, covering, and unloading, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a

Carrier, when such Services or any of them are performed by the Company.

Same Tolls to be taken as on Main Line.

XXXII. And be it enacted, That it shall be lawful for the Company to demand and receive, for and in respect of the Railways hereby authorized, the same Tolls and Charges as they are by this and the said recited Acts authorized to demand and receive for and in respect of the Railways by such Acts authorized to be constructed.

Maximum Charges.

XXXIII. Provided always, and be it enacted, That the maximum Tolls and Charges to be made by the Company in respect of the said Railways shall in no Case exceed the maximum Tolls and Charges authorized by this and the said recited Acts.

As to Lease of East Lincolnshire Railway.

XXXIV. And whereas, in pursuance of the Provisions contained in "The *Great Northern* Railway Act, 1847," a Lease bearing Date the Twenty-first of *February* One thousand eight hundred and forty-nine has been granted as aforesaid by the *East Lincolnshire* Railway Company of their Undertaking to the *Great Northern* Railway Company, for a Term of One thousand Years, subject to a yearly Rent of Thirty-six thousand Pounds, and to the Performance of the Covenants and Conditions in the said Lease contained: And whereas by a certain Indenture, bearing Date the Twenty-second Day of *February* One thousand eight hundred and forty-nine, and made between the said Companies, the *East Lincolnshire* Railway Company agreed to raise from Time to Time, by virtue of the Powers in the several recited Acts contained, the Sum of One hundred and fifty thousand Pounds, for the Purposes of their Undertaking, and the *Great Northern* Railway Company covenanted to pay the Interest of such Sum of Money and every Part thereof as the same Interest should become payable: And whereas the *Great Northern* Railway Company are now in possession of the said Undertaking, and in receipt of the Revenue arising therefrom: Be it enacted, That during the Continuance of the said Term all the Powers, Privileges, and Authorities granted to and which are or might be lawfully held, used, exercised, and enjoyed by the said *East Lincolnshire* Railway Company or the Directors thereof, or their Officers, Agents, or Servants, under the several Acts relating to the said *East Lincolnshire* Railway, shall in like Manner and to the same Extent in all respects apply to, and be held, used, exercised, and enjoyed by the said *Great Northern* Railway Company and the Directors thereof, their Officers, Agents, and Servants, under the same Regulations and Restrictions as are granted to or imposed upon the said *East Lincolnshire* Railway Company; and the Corporate Seal of the *Great Northern* Railway Company may during the Continuance of the said Term be used, when necessary, in reference to the said last-mentioned Undertaking, in like Manner in every respect as though the said Undertaking actually formed Part of the *Great Northern* Railway, and were vested in the last-named Company: Provided always, that nothing herein contained shall prejudice or affect any Authorities and Powers enabling the *East Lincolnshire* Railway Company to recover the Rents or other Payments and to enforce the Covenants in such Lease reserved and contained, or shall prevent the last-named Company

Company from receiving or dividing the Rent and Payments so reserved; provided also, that if the *Great Northern* Railway Company shall omit for Seven Months after the First Day of *April* and the First Day of *October* in any Year to pay to the said *East Lincolnshire* Railway Company the half-yearly Sum of Eighteen thousand Pounds, from Time to Time on either of those Days due, the same having been lawfully demanded at least One Month before the Expiration of the said Period of Seven Months, it shall be lawful for the last-named Company to re-enter upon and re-possess their said Undertaking, notwithstanding anything in the said Lease or in this Act contained.

Deposits for future Bills not to be paid out of the Company's Capital.

XXXV. And be it enacted, That it shall not be lawful for the Company, out of any Money by the said recited Acts authorized to be raised for the Purposes of such Acts, to pay or deposit any Sum of Money which by any Standing Order of either House of Parliament, now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the said Company to construct any other Railway or execute any other Work or Undertaking.

Railway Company to be subject to Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., 7 & 8 Vict. c. 85., and 9 & 10 Vict. cc. 57. 105.

XXXVI. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of Mails by Railway;* and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways;* and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops;* and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways;* and Two Acts were passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her present Majesty, the one intituled *An Act for regulating the Gauge of Railways*, and the other intituled *An Act for constituting Commissioners of Railways:* Be it enacted, That nothing in this Act contained shall be held to exempt the Company or their said Railways from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect to the said Railways, so far as the same shall be applicable thereto.

Railways not exempt from Provisions of future general Acts.

XXXVII. And be it enacted, That nothing herein contained shall be deemed or construed to exempt the Railways by this or the said recited Acts authorized to be made, or the said Company, from the Provisions of any general Act relating to such Acts, or of any general Act relating to Railways, or to 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 and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act or by the said recited Acts.

XXXVIII. And

Expenses of Act.

XXXVIII. And be it enacted, That all the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid and discharged out of the Funds of the Company, in preference to all other Payments whatsoever.

Interpretation of Terms.

XXXIX. And be it enacted, That the Term "the Company," or "the said Company," in this Act, shall mean "The *Great Northern* Railway Company," unless there is in the Context something incompatible with that Interpretation.

Public Act.

XL. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

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