ANNO UNDECIMO & DUODECIMO

VICTORIÆ REGINÆ.

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of Parliament, called respectively "The *Great Northern* Railway (Deviations between *London* and *Grantham*) Act, 1847;" "The *Great Northern* Railway (Deviation near *Doncaster*) Act, 1847;" and "The *Great Northern* Railway (Deviations between *Grantham* and *York*) Act, 1847:" And whereas the making of a Railway from the *Great Northern* Railway in the Parish of *Saundby* in the County of *Nottingham* to the *Askern* Branch of that Part of the *Lancashire and Yorkshire* Railway heretofore called the *Wakefield, Pontefract, and Goole* Railway in the Parish of *Owston* in the West Riding of the County of *York*, together with a Branch Railway therefrom to join the said *Great Northern* Railway in the Parish of *Snaith* in the said West Riding, would be of great public Advantage: And whereas the *Great Northern* Railway Company are willing, at their own Expense, to make such Railways: And whereas it is expedient that some of the Provisions of the said recited Acts should be extended 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 Provisions, Matters, and Things contained in the first-recited Act and in "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," except such of them as are by this Act repealed, altered, or otherwise provided for, shall extend to this Act, and to the several Purposes and Things hereby authorized to be done, so far as the same Provisions, Matters, and Things are applicable thereto, as fully and effectually as if the same were repeated and re-enacted in this Act in reference to such Purposes and Things.

Provisions of 9 & 10 Vict. c. 76. and 8 & 9 Vict. cc. 18. and 20. incorporated with this Act.

Short Title of Act.

II. And be it enacted, That in citing this Act in other Acts of Parliament, and in legal and other Instruments, it shall be sufficient to describe it as "The *Great Northern* Railway Acts Amendment and *Isle of Axholme* Extension Act, 1848."

Power to make Railway according to deposited Plans.

III. And whereas Plans and Sections of the Railways by this Act authorized, showing the Lines and Levels thereof, and also Books of Reference to the said Plans, containing the Names of the Owners and Lessees or reputed Owners and Lessees and of the Occupiers of the Lands through which the same are intended to pass, have been deposited with the respective Clerks of the Peace for the County of *Nottingham*, for the Parts of *Lindsey* in the County of *Lincoln*, and for the West Riding of the County of *York*: Be it enacted, That, subject to the Provisions in this Act contained, it shall be lawful for the *Great Northern* Railway Company to make and maintain the Railways and Works connected therewith in the Line 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 Purpose.

Describing Railway.

IV. And be it enacted, That the said Extension Railway shall commence in the Parish of *Saundby* in the County of *Nottingham*, pass

pass thence in or through the several Places of *Saundby*, *Beckingham*, *Walkeringham*, *Misterton*, and *West Stockwith* in the said County of *Nottingham*, *Haxey*, *Owston*, *Epworth*, *Belton*, and *Crowle* in the Parts of *Lindsey* in *Lincolnshire*, *Crowle*, *Thorne*, *Hatfield*, *Stainforth*, *Fishlake*, *Barnby-upon-Dun*, *Thorpe-in-Balne*, *Kirk Bramwith*, *Kirk Sandall*, *Burghwallis*, and *Owston* in the West Riding of the County of *York*, and terminate by a Junction with the *Askern* Branch of that Part of the *Lancashire and Yorkshire* Railway heretofore called the *Wakefield, Pontefract, and Goole* Railway in the said last-mentioned Parish; and the said Branch Railway shall diverge from the herein-before described Railway in the said Parish of *Thorne*, and shall pass thence in or through the several Places of *Thorne*, *Sykehouse*, *Fishlake*, *Cowick*, *Pollington*, *Heck*, and *Snaith* in the said West Riding, and terminate by a Junction with the *Great Northern* Railway, in the Township of *Heck* in the said Parish of *Snaith*.

Power to make short connecting Railway.

V. And be it enacted, That it shall be lawful for the Company to make a short diverging or Branch Railway from and out of the said firstly described Railway in the Township and Parish of *Owston* in the said West Riding to unite with the said *Great Northern* Railway in such Township and Parish.

As to mode of crossing certain Rivers.

VI. And be it enacted, That it shall not be lawful for the Company to construct the said Railway across the Rivers *Don*, *Went*, and *Idle* at or near the Places shown on the Plan deposited at the Admiralty, unless by Bridges to be constructed on the square with the respective Rivers, and in such Manner, and by altering the Course of such Rivers in such Manner, and according to such Plans and Sections as shall be approved of by the Lord High Admiral, or the Commissioners for executing the Office of Lord High Admiral, and each of such Bridges shall be constructed with a Headway under the same of at least Nine Feet in the clear above the High-water Level of ordinary Spring Tides, and where the Tide does not flow such Headway shall be Nine Feet in the clear above the usual Winter Level of the River; and if by any other Sort of Bridge or Bridges, it shall be lawful for the Lord High Admiral, and also for the Commissioners for executing the Office of Lord High Admiral, to abate and remove the same, and restore the Site or Sites thereof to its or their former Condition, and the Cost of such Removal and Restoration, or Removals and Restorations, shall be a Debt due by the Company to the Crown, and be recoverable accordingly, with Costs of Suit.

For Protection of Navigations during the Construction of Works.

VII. And be it enacted, That during the Construction of the said Bridges and Works connected therewith the said Company shall cause to be hung out or exhibited every Night from Sunset to Sunrise a Light, to be kept burning by and at the Expense of the Company, for the Navigation and safe Guidance of Vessels, and for ever after the Completion of the said Bridges the said Company shall cause to be hung out or exhibited upon or near to the Centre of each of the said Bridges every Night from Sunset to Sunrise, a good and sufficient Light, to be kept burning by and at the Expense of the Company, for the Navigation and safe Guidance of Vessels, and which

Light

Light shall be from Time to Time altered by the said Company in such Manner and be of such Description and be so used as the Lord High Admiral, or the Commissioners for executing the Office of Lord High Admiral, shall by Writing under the Hand of the Secretary of the Admiralty approve of; and in case the said Company shall neglect to exhibit and keep either of such Lights burning as aforesaid they shall forfeit and pay for every such Neglect the Sum of Ten Pounds.

If Company abandon any Bridge over tidal Waters, Admiralty may remove same.

VIII. And be it enacted, That if any Bridge to be constructed by the Company across any tidal Water or navigable River, or if any Portion of the Railway which affects any such Water or River, or Access thereto, shall be abandoned by the Company, it shall be lawful for the Lord High Admiral, or the Commissioners for executing the Office of Lord High Admiral, to abate and remove the same, or such Part or Parts thereof as he or they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly.

Certain Works to be erected for carrying Outfall of the old navigable River of the Don across the Railway.

IX. Provided always, and be it enacted, That if at any Time hereafter, for the Purposes of Drainage, Navigation, or otherwise, the Outfall of the old navigable River of the *Don* to *Trentfall* should be opened up to the Point where the Railway hereby authorized crosses the ancient Bed of the same River, then and in such Case it shall be incumbent on the said Railway Company and they are hereby required, at their own Expense, to make such Tunnels, Aqueducts, or other Watercourses under the said Railway as shall be necessary to carry the same Drain or Navigation across the said Railway, provided that no such crossing shall require the Removal of the Rails or form an Impediment to the Traffic on the said Railway.

Drainage of District between the Trent and the West Side of the Isle of Axholme not to be impeded.

X. Provided also, and be it enacted, That in constructing the said Railway or Railways and the Embankments and Cuttings thereof the said Railway Company do and shall make and construct all such Aqueducts, Watercourses, or other Works as may be necessary, in order that all and every other Drainage Work and Outfall between the River *Trent* and the District lying on the West Side of the *Isle of Axholme* may not be impeded; and all such Tunnels, Aqueducts, Watercourses, and Works shall be deemed to be Works for the Accommodation of Lands adjoining the said Railway or Railways, within the true Intent and Meaning of the said "Railways Clauses Consolidation Act, 1845;" and any Difference respecting the Kind and Number of any such Accommodation Works, or the Dimensions or Sufficiency thereof, or respecting the maintaining thereof, shall be determined in the Manner provided by the said last-mentioned Act in that Behalf; and any Party whose Lands shall be proposed to be drained by the said Works, or who shall be otherwise injured by the Failure to execute the same, shall be deemed the Party aggrieved by the Failure to commence or proceed diligently to execute the same.

XI. And

Power to cross certain Roads on a Level.

XI. And be it enacted, That it may be lawful for the Company to construct the said Railways across and upon the Level of the Turnpike Roads and public Roads numbered on the deposited Plans as follows; (that is to say,) Number 12 in the Parish of *Beckingham*; Number 24 in the Parish of *Walkeringham*; Numbers 50 and 87 in the Township of *Misterton*; Number 1 in the Parish of *Owston*; Numbers 27 and 137 in the Parish of *Haxey*; Numbers 43 and 110 in the Parish of *Epworth*; Numbers 27, 35, 129, 152, 179, and 185 in the Parish of *Belton*; Numbers 2, 48, 101, 106, and 119 in the Township of *Crowle*; Numbers 41 and 96 in the Parish of *Thorne*; Number 30 in the Township of *Fishlake*; Number 40 in the Township of *Stainforth*; Numbers 34 and 47 in the Township of *Kirk Bramwith*; Number 2 in the Township of *Kirk Sandall*; Number 31 in the Township of *Thorpe-in-Balne*; Numbers 1 and 21 in the Township of *Owston*; and Number 1*a* in the Township of *Burghwallis*.

Company to erect Station or Lodge where Roads crossed on a Level, and to abide by Rules, &c. of Commissioners of Railways.

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 said Railways shall cross on the Level the before-mentioned Roads, 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.

Land for extraordinary Purposes.

XIII. And be it enacted, That it shall be lawful for the Company to purchase any Quantity of Land for extraordinary Purposes, not exceeding Thirty Acres in addition to the Land which they are authorized by the recited Acts to take for such Purposes.

Period for compulsory Purchase of Lands limited.

XIV. 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 Completion of Works.

XV. And be it enacted, That the said Railways shall be completed within Six 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 Railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railways as shall then be completed.

Authorizing Sale of Lands belonging to the Duchy of Lancaster,

XVI. And whereas Part of the Lands which may be required for the Purposes of this Act belong to the Queen's most Excellent Majesty in right of Her Duchy of *Lancaster*: Be it enacted, That it shall be lawful for the Chancellor and Council of Her Majesty's Duchy of

and providing for Application of Purchase Money.

of *Lancaster* for the Time being, to agree with the said Company for the absolute Sale in Fee Simple of the Lands, or any Part thereof, of or belonging to Her said Majesty in right of Her said Duchy, which shall be required for the Purposes of this Act, at or for such Price or Compensation in Money, and upon such Terms and Conditions as shall be settled and agreed upon between the said Chancellor and Council and the said Company; and upon Payment of such Price or Compensation, by any Deed or Writing under the Seal of the Duchy, in the Name of Her said Majesty, Her Heirs and Successors, to convey the same Lands, and the Fee Simple and Inheritance thereof, to the said Company, their Successors and Assigns, for the Purposes of this Act; and the Purchase Money or Consideration for the same Lands shall be paid into the Hands of the Receiver General of the Revenues of the said Duchy, and Receipts and Acquittances shall be given by him for the same, and the same either shall and may be invested in the Purchase of Bank Annuities, according to the Powers and Provisions contained or referred to in an Act passed in the Forty-eighth Year of the Reign of His late Majesty King *George*
48 G. 3. c. 73. the Third intituled *An Act to improve the Land Revenue of the Crown in* England, *and also of His Majesty's Duchy of* Lancaster, with respect to the Purchase Money to be paid for Property belonging to the Crown within the Survey and Receipt of the said Duchy under the therein recited Acts, or the same or any Part thereof may, either without any previous Investment or after such, and either alone or together with any other Monies which shall for the Time being have arisen or shall hereafter arise from the Sale of Lands and Hereditaments, Part of the Possessions of the said Duchy, be laid out, according to the Provisions of an Act passed in the Fifty-seventh
57 G. 3. c. 97. Year of His said Majesty King *George* the Third, intituled *An Act for ratifying Articles of Agreement entered into by the Right Honourable* Henry Hale *Viscount* Gage *and the Commissioners of His Majesty's Woods and Forests and Land Revenues, and for the better Management and Improvement of the Land Revenues of the Crown;* or the said Monies, and also any such other Monies, whether previously invested or not, or any Part thereof respectively, may be laid out in the Purchase of Lands which in the Judgment of the said Chancellor and Council shall be deemed convenient to be held with any Possession of the said Duchy, as the Chancellor and Council for the Time being of the said Duchy shall direct by any Order or Orders in that Behalf, and the said Chancellor and Council shall for the Purposes of this Act have and be entitled to all such Powers and Provisions in reference to the Monies (if any) so invested in Bank Annuities, and so to be laid out and invested as aforesaid, as under or by virtue of the said recited Act of the Fifty-seventh Year of King *George* the Third they are entitled to concerning any Sums or Funds of or belonging to the Duchy of *Lancaster* in the same Act particularly mentioned or referred to; and the Lands and Hereditaments (if any) so purchased on behalf of the said Duchy as aforesaid shall be conveyed and assured to the Use of Her Majesty, Her Heirs and Successors, in right of Her said Duchy of *Lancaster*, and shall vest in Her said Majesty, Her Heirs and Successors, in the same Right and as fully and effectually as the Lands to be conveyed to the said Company were vested in Her immediately before such Conveyance, and be held with the like Incidents, and be subject to the same Application,

to

to all Intents and Purposes, as the said Lands so to be conveyed to the said Company were held by Her immediately before such Conveyance; and every such Conveyance to the Use of Her Majesty, Her Heirs and Successors, may be in the Form marked X, in the Schedule to this Act annexed, or as near thereto as may be.

Authorizing the Enfranchisement of Copyhold Lands belonging to the Duchy of Lancaster.

XVII. And whereas Part of the Lands which may be required for the Purposes of this Act are held by Copy of Court Roll or other Customary Tenure of Honors, Manors, or Lordships belonging to the Queen's most Excellent Majesty in right of Her Duchy of *Lancaster:* Be it enacted, That it shall be lawful for the Chancellor and Council for the Time being of Her Majesty's Duchy of *Lancaster* to agree with the said Company for the Enfranchisement, subject nevertheless and without Prejudice to any Lease which may be for the Time being subsisting of any such Manor, Honor, or Lordship, of any such Copyhold or Customary Lands, and for the Release and Discharge of the same Lands of and from all or any of the Rents, Suits, and Services which by the Custom of such Manors, Honors, or Lordships the same Lands may be charged with or liable to, at or for such Price or Compensation in Money, and upon such Terms and Conditions, and with such Reservations, as shall be settled and agreed upon between the said Chancellor and Council and the said Company; and in case the same Lands shall be subject and liable jointly with any other Lands to any such Rents, Suits, or Services, it shall be lawful for the said Chancellor and Council to agree as well with the Company as also with the Tenant or Proprietor of such other Lands for the Release or Apportionment of such Rents, Suits, and Services, either with or without any Consideration being paid for the same; and upon any such Agreement for Enfranchisement, Release, or Apportionment, it shall be lawful for the said Chancellor and Council, by any Deed or Writing under the Seal of the said Duchy, in the Name of Her said Majesty, Her Heirs and Successors, to release the Lands so to be enfranchised or released, as the Case may be, from all Customary Fines, Rents, Suits, and Services, or such of them or such Part or Parts thereof as shall be agreed to be released to the said Company and their Successors, for ever, to be holden by the said Company and their Successors as of the Honor or Manor whereof they are or were Parcel in Free and Common Socage; and the Purchase Money or Compensation for every such Enfranchisement, and also (if any) for every such Release, shall be paid into the Hands of the Receiver General of the Revenues of the said Duchy, and Receipts and Acquittances shall be given by him for the same, and the same shall be applied and disposed of in the Manner and for the Purposes herein directed of and concerning any other Monies which shall come to his Hands by virtue of this Act; and every such Release of Lands as aforesaid, if the same shall be made previously to the Purchase or Acquisition by the Company of the Estate and Interest of the Copyhold or Customary Tenant of such Lands, shall after such Purchase or Acquisition operate and take effect as if the Company had been in possession of the Lands at the Time of the Execution of such Release: Provided always, that the Enfranchisement of any such Copyhold or Customary Lands shall

shall not in other respects affect any Custom by or under which any other Copyhold or Customary Lands not required for the Purposes of this Act shall be holden; and wherever any such Release shall be made as aforesaid the other Lands subject to such Rent, and not required for the Purposes of this Act, shall thenceforth be subject to the whole of such Rents, Suits, and Services, or a proportionate Part thereof, (as the Case may be,) in the same Manner in all respects as the Entirety of the said Lands so previously subject to such Rent would have continued subject to the whole thereof if such Release had not been made; and all the Powers, Remedies, and Conditions subsisting previously to such Release, for Recovery of the said Rents, Suits, and Services, shall, except as against the Lands so released, at all Times thereafter remain, continue, and be good, valid, and effectual in the Law to all Intents and Purposes for the whole or the proportionate Part of such Rents, Suits, and Services, (as the Case may be,) as if the Lands not so released as aforesaid had been originally alone subject to the same Rent or proportionate Part respectively.

Concerning the Sale and working of Mines belonging to the Duchy of Lancaster.

XVIII. And whereas the Queen's most Excellent Majesty, in right of Her Duchy of *Lancaster*, is entitled, either in possession or subject to Leases granted by the said Duchy, to the Mines, Minerals, and Quarries lying and being in or under Part of the Lands required for the Purposes of this Act, or in the Neighbourhood thereof: Be it therefore enacted, That it shall be lawful for the Chancellor and Council of Her Majesty's Duchy of *Lancaster*, either before or after the making of the Railway or any Part thereof, to agree with the said Company for the absolute Sale of the said Mines, Minerals, or Quarries, or any Part or Parts thereof, subject nevertheless and without Prejudice to the Lease or Leases (if any) for the Time being subsisting thereof, at or for such Price or Consideration in Money, and upon such Terms and Conditions, and with such Reservations, Exceptions, and Restrictions, in all respects, as may be agreed upon between the said Chancellor and Council and the said Company; and it shall be lawful for the said Chancellor and Council also to enter into any Arrangement or Agreement with the said Company concerning the working by Her said Majesty, Her Successors and Assigns, of the said Mines, Minerals, or Quarries, or any of them, or any Part or Parts thereof, whether the same may be in, under, or upon the Line of the Railway, or in the Neighbourhood thereof, and the Purchase or Consideration Money for the same Mines, Minerals, or Quarries, or Part or Parts thereof, shall be paid into the Hands of the Receiver General of the Revenues of the said Duchy, and Receipts and Acquittances shall be given by him for the same, and the same shall be paid and applied by him in the Manner and for the Purposes in and by this Act directed and provided concerning any Monies which shall come to his Hands by virtue of this Act: Provided always, that nothing in this Act contained shall extend to prevent or hinder Her said Majesty or Her Lessees from working, but, on the contrary, it shall be lawful for Her said Majesty and her Lessees to work, as well before as after the making of the Railway, any such Mines, Minerals, or Quarries, or any Part or Parts thereof, whether the same shall be

situate

situate in, under, or upon the Line of the said Railway or in the Neighbourhood thereof, nor to make Her said Majesty, Her Heirs or Successors, in any way liable for any Damage which may be done to or on the Railway by the working of any such Mines, Minerals, or Quarries, unless the said Chancellor and Council shall have expressly agreed in Writing with the said Company that the said Duchy shall become so liable, and then to the Extent (if any) only and in the Manner in such Agreement specified and provided: Provided also, that it shall not be lawful for the Company, by reason of any such Conveyance, to work, get, or use any such Mines, Minerals, or Quarries, (except so far as may be necessary in making the Railway,) unless they shall in the Conveyance or Assurance thereof be expressly authorized by the said Chancellor and Council so to do, and then to the Extent only which shall be so authorized.

For Enrolment of all Deeds of Conveyance of Land belonging to the Duchy of Lancaster.

XIX. And be it enacted, That every Deed or Writing whereby any Lands, Hereditaments, Estate, Right, or Interest shall be conveyed or assured by the said Chancellor and Council of Her said Majesty's Duchy of *Lancaster*, by virtue of the Powers of this Act, being enrolled in the Court of the Duchy Chamber of *Lancaster* within Six Calendar Months from the Date thereof, shall be effectual to vest in the said Company the Lands, Hereditaments, and Premises thereby expressed to be granted, conveyed, or assured, anything contained in the Act passed in the First Year of Her Majesty Queen *Anne*, intituled *An Act for the better Support of Her Majesty's Household, and the Honour and Dignity of the Crown*, or in any other Act to the contrary in anywise notwithstanding.

13 W. 3. & 1 Ann. c. 7.

Protecting Rights of Commissioners of Sewers of Hatfield Chase.

XX. Provided always, and be it enacted, That nothing in this Act contained shall extend or be construed to extend to lessen, defeat, prejudice, alter, or affect the Jurisdiction or any of the Rights, Privileges, Powers, or Authorities of or in anywise belonging to the Commissioners of Sewers for the Time being of and for the Level of *Hatfield Chase* and Parts adjacent in the Counties of *York*, *Lincoln*, and *Nottingham*, with respect to the Walls, Banks, Culverts, Rivers, Streams, Sewers, Drains, Ditches, Watercourses, Hedges, Dams, Floodgates, Cuts, Calcies, Sluices, Cloughs, or other Works, Aids, and Defences whatsoever which now are or at any Time or Times and from Time to Time for ever hereafter shall or may be within, under, and subject to the Control, Survey, Order, Direction, or Management of the said Commissioners of Sewers, but that the same, and all the Estate, Right, Title, or Interest which the said Commissioners of Sewers now have, or shall, can, or may have therein respectively, shall remain, continue, and be in the said Commissioners of Sewers, as fully, beneficially, and effectually, to all Intents and Purposes, as if this Act had not been passed, and also that all and singular the new Walls, Banks, Culverts, Sewers, Drains, Watercourses, Floodgates, Sluices, Cloughs, and other Works, Aids, and Defences as aforesaid, hereafter to be made by virtue of the Powers given by this Act, shall when made (so far as relates to or concerns the Drainage and Preservation of the Level and Parts aforesaid, or any Part or Portion thereof,) be under and subject to the like Control, Survey, Order, Direction, or Management of the said Commissioners of

Sewers, and all Lands now liable to any Drainage Rates imposed by the said Commissioners shall continue subject and liable to the same respectively, anything in this Act contained to the contrary thereof in anywise notwithstanding.

Railway Company to keep Watercourses clear from Ice.

Penalty for Neglect.

XXI. And be it enacted, That the said Company shall at all Times when the Occasion may arise take all necessary Measures for removing and shall remove and cause to pass down with the Stream so as not to obstruct the Flow of Water, any Ice that may be found at or against any of the Works of the said Company in any of the Rivers, Sewers, Drains, or Watercourses within the Limits last aforesaid; and if the said Company shall not so effectually remove the Ice, or if, from any Cause whatever, any Ice shall so accumulate against any of the said Works of the said Company, the Surveyor or any of the Agents or Workmen of the said Commissioners may proceed to remove such Ice, and may recover against the said Company the Amount of any Charges incurred in so doing, by Action of Debt in any of Her Majesty's Courts of Record at *Westminster*.

Company to keep Drainage Works in repair, and make good any Damage hereafter.

XXII. And be it enacted, That the said Company shall from Time to Time and at all Times hereafter well and sufficiently repair and maintain all Works constructed by them within or without the Limits of the said Level of *Hatfield Chase* and Parts adjacent in any way affecting the Drainage or the Efficiency of the Drainage Works of the said Level and Parts; and that if at any Time after the said Railway shall have been completed any Obstruction or Injury shall be occasioned to the Drainage, or to any of the Works, Aids, and Defences of the said Level and Parts, from the Formation of any Works of the said Railway, or from the working of the said Railway, or from the State in which any Part of the Works of the said Railway shall then be, the said Company shall make good and repair such Injury immediately after the Discovery thereof, and shall also make full Compensation to any public Body or Party aggrieved for such Injury.

In case of Disputes arising, the same to be settled by Arbitration.

XXIII. Provided always, and be it enacted, That if any Dispute or Difference of Opinion shall arise between the said Company on the one Hand and the said Commissioners of Sewers for the Level of *Hatfield Chase* and Parts adjacent on the other Hand, touching the Mode proposed by the said Company of carrying the said Railway across the said Level and Parts, or any Portion thereof, or touching any of the Works which shall be proposed to be executed, or shall be in a Course of Execution, or shall have been executed by the said Company, or touching any further Works which in the Opinion of the said Commissioners or their Engineer or Surveyor shall be necessary as aforesaid for preventing Injury to the Drainage, or touching any other of the Matters provided for by this Act, the Matter in dispute shall be referred to Two Persons, one to be appointed by the said Company, and the other by the said Commissioners, and to an Umpire to be chosen by the Referees in case of their Disagreement, and the Award of the said Referees or of such Umpire shall be final; and all the Expenses incurred in and incident to such Reference, and to the making and carrying into effect of any Award made in pursuance of

it, (excepting only the Expenses on behalf of the said Commissioners, in case the Award shall be against them, and in case the Referees or Umpire shall direct them to pay such last-mentioned Expenses,) shall be borne and paid by the said Company, and if not paid within Fourteen Days from the Time of the making of the said Award may be recovered against the said Company in an Action of Debt in any of Her Majesty's Courts of Record at *Westminster*, and such Reference shall be proceeded with with as little Delay as possible; and if for Twenty Days next after the Time appointed by such Referees or Umpire for the performing any Act or completing of any Work by the said Company such Act shall not be performed or Work completed, then the said Company shall forfeit and pay for every Day beyond the prescribed Period the Sum of Twenty Pounds to the said Commissioners, to be recovered by them in the Name of their Clerk in an Action of Debt in any of Her Majesty's Courts of Record at *Westminster*.

Powers to make future Works across the Railway for the Purpose of Drainage.

XXIV. And whereas the Lands within the Limits of the said Level of *Hatfield Chase* and Parts adjacent, or some Portions thereof, are at present insufficiently drained, and Apprehensions are entertained that future Improvements in the Drainage, and also in the irrigation and warping thereof, may be impeded by the Works of the said Railway: For the Prevention thereof, be it enacted, That it shall be lawful for the said Commissioners, from Time to Time and at all Times hereafter, to carry any of the Rivers, Sewers, Drains, Streams, Ditches, or Watercourses within the said Limits of *Hatfield Chase* and Parts adjacent, which they may order to be diverted, and to carry any new Watercourses, Dykes, Bridges, Culverts, Openings, and other Works which they may construct, through, across, or under the said Railway, and enlarge or otherwise alter any that may be then existing, as they may think proper, first giving to the said Company Twenty-one Days Notice thereof, subject nevertheless to such Power of Reference as is herein-before provided for between the said Company and the said Commissioners, which Reference, if resorted to, shall be at the Expense of such of the said Parties as the Referees or Umpire shall determine; and any increased Expense which may be caused by the Existence of the said Railway shall be defrayed by the said Company: Provided always, that in the Execution of such Works nothing shall be done to stop the Use of the said Railway or the Passage of the Traffic thereon.

For regulating the Mode of crossing the Knottingley and Goole Canal.

XXV. And be it enacted, That in carrying the said Railway over a certain navigable Cut or Canal made by the Undertakers of the Navigation of the Rivers *Aire* and *Calder*, in the West Riding of the County of *York*, called the *Knottingley and Goole* Canal, at or near to *Heck* in the said County of *York*, the Railway Company shall, at their own Expense, (under the Superintendence of the Engineer of the said Undertakers for the Time being, and according to Plans to be approved by the respective Engineers of the said Undertakers and of the Company, or their Umpire,) make a good and substantial Bridge of Stone, Brick, or Iron, of One Arch, which shall extend over and include the whole Width of the same Canal, and the Towing Path and Bank on each Side thereof, and which shall be made with proper

proper Approaches, and with perpendicular Foundation Walls thereto, and without any Projections under Water, the Width of the Towing Path and Bank on each Side of which said Cut or Canal shall not be less than Ten Feet, and the Breast Walls of which Towing Path and Bank shall be built perpendicularly from the Foundations thereof respectively, the under Side of the Opening at the Keystone of the Arch of such last-mentioned Bridge not being less than Thirteen Feet Six Inches in Height above the ordinary Surface-water Level of the same Canal where such last-mentioned Bridge shall be constructed, and the under Side of the said Arch not being less than Nine Feet in Height above the said Towing Path and Bank, and the Opening or Span of the Arch of such last-mentioned Bridge being Eighty Feet at the least, and the Space between the Piers of the Arch of such Bridge, except so much thereof as shall be occupied by the Towing Paths or Banks of the Canal, shall, after the said Bridge shall have been completed, be cleared out by the Company to the Depth of Eight Feet below the ordinary Surface-water Level under the same, and from Time to Time and at all Times thereafter, except during the necessary Repairs of such Bridges, or the Erection of any future Bridge in lieu thereof, shall be kept and preserved an open uninterrupted navigable Waterway: Provided always, that it shall be lawful for the said Company to alter or vary the said Works, with the Consent in Writing of the Engineer for the Time being of the said Undertakers.

Railway Company not to obstruct the Navigation of the Canal in constructing or repairing their Bridges.

XXVI. And be it enacted, That the Railway Company shall during the Construction of the said Bridge over the said Canal, and during the necessary Repair thereof, or the Erection of any future Bridge in lieu thereof, at all Times leave an open uninterrupted navigable Waterway therein of not less than Thirty Feet in Width and Thirteen Feet Six Inches in Height, together with a Towing Path thereto, and that the present Towing Path of the said Canal shall remain undisturbed until the new Towing Path Walls shall be erected, and the Ground made good and properly gravelled, and open for the Passage of Horses under the said Bridge; and in case by reason of any Accident, or in the Execution of any of the Works by this Act authorized, or by reason of the bad State of Repair of any Part of such Works or of the said Bridge, or the Slopes, Banks, or Walls of the said Railway near to the said Cut or Canal, it shall happen that the same Cut or Canal or the Towing Paths thereof shall be so obstructed as that Boats, Barges, Lighters, or other Vessels navigating or using the same shall be impeded in their Passage along the same, or in case the navigable Waterway or Towing Paths herein-before required to be preserved during the Progress of the Works shall at any Time be contracted to a less Width than herein-before provided, then and in each and every such Case the Railway Company shall pay to the said Undertakers, as or by way of ascertained Damages, the Sum of Five Pounds for every Hour during which any such Obstruction or Contraction shall continue after Notice thereof to the said Railway Company.

Penalties in case of wilful Obstruction.

XXVII. Provided always, and be it enacted, That if such Obstruction or Contraction shall continue beyond Seventy-two consecutive Hours,

Hours, or shall have been occasioned by any wilful Act on the Part of the Servants or other Persons employed by the said Railway Company, then and in every such Case the said Railway Company shall pay to the said Undertakers the Sum of Ten Pounds for every Hour during which the said Obstruction or Contraction shall continue, as and by way of ascertained Damages; and in default of Payment of the said Sum or Sums, as the Case may be, on Demand made on the Treasurer, or any Officer of the said Railway Company, the said Undertakers may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt in any of Her Majesty's Courts of Record at *Westminster*: Provided also, that nothing herein contained shall extend to prevent the said Undertakers from recovering against the said Railway Company any special Damage that may be sustained by them on account of the Acts or Defaults of the said Railway Company in respect of which the said Penalties are imposed beyond the Amount of such Penalty or Penalties, and they are hereby authorized to sue for and recover such special Damages accordingly; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the Railway Company, and any Action for special Damage shall be brought as above mentioned, then the said Penalty or Penalties so paid shall be deemed and considered as Payments on account of such special Damage, and Credit shall be given by the Court before which such Action shall be tried for any Sum or Sums of Money so paid by the said Railway Company, and the same shall be deducted from the Amount of Damages to be recovered by the said Undertakers; and in case the Amount of Damages recovered shall not exceed the Sum or Sums so paid, then Judgment shall be given for the said Railway Company; and no Action shall be maintainable by the said Undertakers against the said Railway Company for the Recovery of any Penalty, after Judgment shall have been obtained by them for any special Damage in respect of the Act or Acts for which such Penalty would then have been recoverable.

If Railway crosses any Stream supplying the Aire and Calder, proper Culverts to be made.

XXVIII. And be it enacted, That wheresoever the said Railway shall cross any Brook or Stream of Water now falling into or supplying the said Rivers *Aire* and *Calder*, or either of them, or any of the Cuts or Canals of the said Undertakers, the said Railway Company shall, at their own Expense, cause such Brooks or Streams to be either carried over or under the Railway, and into the same Rivers, Cuts, or Canals respectively, at their present Places, or as near thereto as is possible, so that the same shall not enter at a lower Level; and for that Purpose proper and sufficient Culverts, Drains, and Aqueducts shall be made for the same, to the Intent that the Supply of Water to the same Rivers, Cuts, and Canals respectively may not in any Manner be diminished or prejudiced.

Company to maintain Bridges, &c. in good Repair.

XXIX. And be it enacted, That the said Railway Company shall, at their own Expense, maintain the said Bridge to be erected over the *Knottingley and Goole* Canal, and the said Culverts, Passages, and Aqueducts which they are hereby required to make, in perfect Repair, and well and sufficiently drained, and, where necessary, fenced off; and in case the said Bridge, or the Approaches, Side Slopes, or Banks

of the said Railway near the same Canal, or any of them, or any of the Culverts, Arches, or Viaducts to be erected by the said Railway Company for any Brooks or Streams supplying any of the said Rivers, Cuts, or Canals, shall not be kept in good Repair, and drained and fenced off as aforesaid, it shall be lawful for the said Undertakers to do the needful Repairs, and to drain and (where necessary) fence off the same, and to recover the Amount of the Expenses thereof from the said Railway Company by Action of Debt or on the Case, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*.

Saving Rights of the Aire and Calder Navigation Company.

XXX. And be it enacted, That, save as herein-before mentioned and provided, nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the said Undertakers, or authorize or empower the said Railway Company to divert or alter the Course or Level of the said Cut or Canal, or the Towing or Foot Paths thereto, or in any Manner to obstruct the Navigation of the said Cut or Canal, or to divert, intercept, diminish, or raise any of the Streams of Water which supply the said Rivers, Cuts, or Canals, or any of them, or to hinder, obstruct, or prevent the said Undertakers at any Time hereafter from further enlarging or straightening the same Cut or Canal, or from making such Cuts or Canals or other Works and Improvements to the said Navigations respectively as they are now respectively lawfully authorized to make, in the same Manner and as fully in all respects as the said Undertakers might have done had not this Act been passed, provided the same shall not obstruct or interfere with the Construction, Maintenance, or Use of the said Railway for any longer Time or in any other Manner than shall be absolutely and unavoidably necessary.

Provisions contained in Great Northern Railway Act relating to Everton Drainage to be applicable to this Act.

XXXI. And be it enacted, That the several Clauses and Provisions contained in the said *Great Northern* Railway Act relating to the River *Dun*, the River *Dun* Navigation, and the Company of Proprietors of the Navigation of the River *Dun*, and also to the Protection of the Works already made in pursuance of and the Preservation of the Powers contained in the Acts relating to the draining and improving certain Low Lands and Grounds situate and being in the several Parishes or Townships of *Everton*, *Scaftworth*, *Gringley-on-the Hill*, *Misterton*, and *Walkeringham*, in the County of *Nottingham*, except the Provision which enables the Company to contract with the said Company of Proprietors for the Passage of Goods, and the Apportionment of Toll, shall be and the same are hereby made applicable to this Act and the said proposed Extension of the Line of the said Railway, so far as the same are applicable to the Circumstances and Position of the Railway hereby authorized, as fully and effectually as if the same Clauses and Provisions were repeated and inserted in this Act.

Railway to be carried over Mother Drain.

XXXII. And be it enacted, That the Company in making the said Railway shall carry the same over the Mother Drain in *Misterton* aforesaid belonging to the Commissioners at the Elevation shown in the deposited Section.

XXXIII. And

Company to carry Railway over Floodway by means of Arches, &c.

XXXIII. And be it enacted, That the said Company, in making the said Railway across the Floodway, shall carry the same on Arches of Brickwork, or on Timber Openings, of not less Height than the said Barrier Bank, so as to allow a free Passage as heretofore for the Floodwaters of the said River *Bycarsdike* over such Lands and Grounds.

As to future Drainage.

XXXIV. And be it enacted, That if at any Time after the passing of this Act any Work of Embankment or Drainage shall be necessary or be considered necessary to be done by the Commissioners or by the Commissioners and the Proprietors of Lands and Grounds within the said District of Drainage, or any of them, under the said Drainage Acts or any of them, but which cannot effectually be done and completed without cutting through, disturbing, or injuring the Embankment or Embankments of the said Railway, or the Works connected therewith, then and in such Case the Company shall, at their own Expense, within Three Months after any such Work of Embankment or Drainage shall have been made by the said Company, up to or adjoining the Embankment of the said Railway, continue such Works across the Embankments of and under the same Railway, in such Manner that the same Works shall not be obstructed, nor the Drainage of the said Commissioners in any Manner impeded; and such Work, when made, and the future Management thereof, shall be under the sole Control and Superintendence of the said Commissioners, but shall be maintained and repaired by the Company: Provided always, nevertheless, that if the said Company shall not proceed with, and within Three Months from the Time of receiving Notice of the same complete, the Work necessary across the Embankment of the said Railway, in a good, substantial, and workmanlike Manner, then it shall be lawful to and for the Commissioners under the said Drainage Acts to do and perform the same, or so much thereof as they shall think necessary, in order to complete the Work to their Satisfaction; and if in the doing of the said Work in a proper and workmanlike Manner, and with all reasonable Care, the Commissioners or their Servants or Workmen shall accidentally or unavoidably damage the said Railway, or obstruct the Traffic thereon, they shall not be or be considered liable to make good to the Company any Damage or Injury in respect thereof: Provided also, that the Company shall not be required to make or perform, nor shall it be lawful for the said Commissioners or Proprietors to make or perform, any Works for the Purposes of which it shall be requisite that the Line or Levels of the Railway, or any Part thereof, should be permanently diverted or varied.

Regulating Construction of Bridge over Stainforth and Keadby Canal.

XXXV. And be it enacted, That the Railway hereby authorized to be made shall be carried across the *Stainforth and Keadby* Canal at such Point as is marked out in the deposited Plan of the said Railway, or within Ninety Yards on either Side of such Point, and at no other Place, without the express Consent in Writing of the said Company of Proprietors of the *Stainforth and Keadby* Canal Navigation, by means of a Swingbridge, Hoistbridge, or Drawbridge, and by no other Kind of Bridge, and which Swingbridge or Hoistbridge or Drawbridge shall be opened by and at the Expense of the

the said Railway Company at all Times, except when the same must necessarily be shut for the Passage of any Engines or Trains along the said Railway, and such Bridge shall at all Times be maintained and repaired by the said Railway Company, and that the Span of the said Bridge between the Abutments thereof shall not be less than Thirty Feet in the clear, so as to include a Waterway in the said Navigation of Twenty-three Feet, and a Towing Path of not less than Seven Feet, and that a clear Height of not less than Twelve Feet Six Inches from the lowest Part of the Bridge to the Surface Water shall be left above the said Navigation; and that the said Bridge shall be built to the Satisfaction of the Engineers for the Time being of the Railway Company and the said Canal Company, or their Umpire, in all respects; and that then, and at all future Times during any Repair thereof, the Engineer to the Canal Company shall have free Access to the said Bridge, and full Permission to inspect the Workmanship and Materials thereof.

Penalty on Company if Passage of Vessels unnecessarily delayed.

XXXVI. And be it enacted, That the said Railway Company shall and they are hereby required, at their own Expense, to cause proper Persons to be constantly stationed at the said Bridge, for the Purpose of opening the Passage at all Times by Night and by Day of any Vessel or Vessels which shall require to pass through the same with their Masts up and Sails set, as they now are accustomed to do, except during the Time when any Engines or Carriages shall be about to pass over the same, and that when the said Bridge is required to be shut for the Passage of Engines and Carriages, the same shall not be kept closed so as to detain or delay any such Vessel more than Five Minutes from passing through the said Bridge; and in case such Bridge shall not be opened when so required, and any Vessel shall be delayed in her Passage through the same for a longer Period than Five Minutes, then and in every such Case, unless the same shall happen through some inevitable Accident, and not by any Neglect or Default of the said Railway Company, or any Person or Persons in the Employ of the said Railway Company, the said Railway Company shall forfeit and pay to the said Canal Company, by way of liquidated Damages, a Sum of Five Pounds for every Four Minutes during which such Obstruction shall continue.

Passing of Vessels not to be obstructed whilst Bridge is being erected or repaired.

XXXVII. And be it enacted, That if the said Railway Company shall in the first Construction of such Bridge or in the Repairs thereof, or of any Bridge to be substituted for it, obstruct the said Canal so as to stop or hinder the Passage of Vessels thereon, they shall pay to the said Canal Company, by way of liquidated Damages, Twenty-five Pounds a Day for each and every Day on which such Obstruction or Hindrance shall take place.

Signals to be hoisted when Bridge shut.

XXXVIII. And be it enacted, That the said Railway Company shall at all Times hereafter, immediately on such Bridge being required to be shut for the Passage of Engines or Carriages, hoist or raise on a Staff sufficiently high from the Level of the said Railway a conspicuous Flag or other Telegraphic Signal, which Flag or Signal shall be kept so hoisted until such Bridge shall be opened for the Passage of Vessels navigating the said Canal through the said Bridge;

and that the said Railway Company shall, after Sunset, cause a Signal Light to be affixed at such Bridge at all Times during the Night, of such Description as shall be sufficient to indicate whether the said Bridge is shut or open.

In case Railway Company neglect to perform Duties hereby imposed, Canal Company empowered to do so

XXXIX. And be it enacted, That if the said Railway Company shall at any Time neglect or refuse to repair and maintain such Bridge, Waterway, and Works as aforesaid, or the Approaches to the said Bridge as aforesaid, or the Hauling or Towing Path of the said Canal, or in case the Waterway of the said Navigation, or the Towing Path thereof, shall be obstructed so that Vessels navigating or using the same cannot pass or shall be impeded in passing along the same, or in case the Space under the opening Part of the said Bridge shall at any Time be constructed so as to be less in Width or Height than is herein-before described, or in case the said Telegraphic Signal and Lamp shall not be kept properly hoisted and lighted respectively at all proper Times, as herein-before prescribed, it shall be lawful for the said Canal Company to give Four Days Notice in Writing to the Secretary or other Officer of the said Railway Company requiring such Repairs to be made, Obstruction to be removed, and other Matters herein-before provided for to be done; and in case the said Railway Company shall object or refuse forthwith to make such Repairs or remove such Obstructions, and also properly attend to such Telegraphic Signal and Lamp as herein-before provided for, then in any of such Cases it shall and may be lawful for the said Canal Company, their Successors and Assigns, to commence, complete, and perfect all such Repairs, and remove and carry away all such Impediments as aforesaid; and that all and every the Costs, Charges, Damages, and Expenses paid, sustained, and incurred by the said Canal Company by reason of the Neglect or Refusal of the said Railway Company to do such Repairs, to remove such Impediments, or attend to the said Telegraphic Signal and Lamp as aforesaid, and also in and about doing and completing such Repairs, and in removing and carrying away such Impediments, and raising and attending to such Telegraphic Signals and Lamp as aforesaid, shall be repaid to the said Canal Company by the said Railway Company: Provided always, that the Penalties by this Act made payable to the said Canal Company by way of liquidated Damages shall not be deemed to include Compensation to them for any Land belonging to them, cut, covered, or used by the said Railway Company, or for any Damage done to the Side Drains or Lands of the said Canal Company.

Saving Rights of the Stainforth and Keadby Canal Navigation.

XL. And be it enacted, That, save as herein-before mentioned and expressly provided, nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the said Company of Proprietors of the *Stainforth and Theadly* Canal Navigation, or authorize or empower the said Railway Company to divert or alter the Course or Level of the said Canal, or the Towing or Footpaths thereto, or the Soke or Sidedrains thereof, or in any Manner to obstruct the Navigation of the said Canal, or to divert, intercept, diminish, or raise any of the Streams of Water or Watercourses which supply the said Canal, or to hinder, obstruct,

obstruct, or prevent the said Company of Proprietors at any Time hereafter from further enlarging or straightening the same Canal, or from making the collateral Cut or Canal or other Works and Improvements to the said Canal Navigation respectively which they may now respectively be lawfully authorized to make, in the same Manner and as fully in all respects as the said Company of Proprietors might have done had not this Act been passed, provided the same shall not obstruct or interfere with the Construction, Maintenance, or Use of the said Railway for any longer Time or in any other Manner than shall be absolutely and unavoidably necessary.

Railway Company to be deemed Owners of the Lands taken by them under 7 & 8 G. 4. c. 94. and 1 & 2 W. 4. c. 36.

XLI. And whereas an Act was passed in the Session of Parliament held in the Seventh and Eighth Years of King *George* the Fourth, intituled *An Act for draining, embanking, and protecting certain Low Lands lying on the North Side of the River* Dun *in the West Riding of the County of* York: And whereas an Act was passed in the Second Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for draining and improving certain Low Lands situate within the several Townships of* Norton, Campsall, Askern, Moss, Fenwick, Little Smeaton, Stubbs Walden, Womersley, Whitley, Baln, Pollington, Snaith *and* Cowick, *and* Sykehouse, *in the several Parishes of* Campsall, Womersley, Kellington, Snaith, *and* Fishlake, *all in the West Riding of the County of* York: And whereas divers Drains, Embankments, and other Works of Drainage have been made under the Powers of the said first-recited Drainage Act, forming One separate District of Drainage, and divers Drains, Embankments, and other Works of Drainage have also been formed under the Powers of the said lastly recited Drainage Act, forming One other separate District of Drainage, and Powers are given under the said recited Drainage Acts relating to the said several Districts of Drainage respectively, for maintaining and improving the Works of Drainage so made, and for making additional Works of Drainage, and for assessing and levying Taxes, Rates, and Charges, for paying the Expenses thereof, upon the several Fields or Closes of Land within each of such Two several Districts of Drainage, different specific Sums or Proportions of Benefit being unalterably fixed on each separate Field or Close of Land by Determinations or Awards made under the Directions of the Drainage Acts relating to such several Districts of Drainage respectively, as the Proportion in which such Fields or Closes of Land respectively had been benefited by the Works of Drainage, and which Sums or Proportions of Benefit were thereby declared to be the Rule or Standard or Basis whereby all Assessments, Taxes, Rates, and Charges should be made and levied in future: And whereas the Line of the said Railway and Branches is intended to cross or pass over the Lands and Grounds comprised in the said *Went* Drainage and also over the Lands and Grounds comprised in the said *Dun* Drainage, and divers Fields or Closes of Land, and Parts of divers Fields or Closes of Land, within each of the said Two several Districts of Drainage, will, under the Powers of this Act, be taken and used or acquired by the Company, and will be severed from the Lands benefited by the Drainage under the said Acts respectively: Be it enacted, That from and after the Time or respective Times where any of such Fields or Closes of Land, or Parts of such Fields or Closes of Land, shall be

taken

taken or used or acquired by the Company under the Powers of this Act, the Company shall be and be deemed to be the Owners or Proprietors and Occupiers of the same respectively, within the Intent and Meaning of the said several recited Drainage Acts, for all and every the Purposes thereof, and with reference to the Determinations, Awards, or Schedules whereby the Assessments in the said Two Districts of Drainage are now made, the Company shall be substituted in the Place of the Individuals now named therein respectively as the Owners, Proprietors, or Occupiers thereof respectively, and shall be subject to all the Regulations, Conditions, Liabilities, and Penalties to which such Individuals would have continued subject had they continued Owners, Proprietors, or Occupiers of such Fields or Closes of Land, or Parts of Fields or Closes of Lands, and the Company shall be liable to pay and shall pay to the Collector or Person authorized under the said recited Drainage Acts, or under any such Determination or Award, to collect or receive the Drainage Rates, Taxes, and Charges in such several Districts of Drainage respectively, the several and respective Taxes, Rates, and Charges chargeable as aforesaid, and which shall be charged upon such Fields or Closes of Land so taken and used or acquired by the Company.

Where the Company take Part of a Field only, they are to pay the Proportion of the Rate chargeable on that Part.

XLII. And be it enacted, That in Cases where the Company shall require only a Part or Proportion of any such Field or Close of Land, then the Company shall be liable to pay and shall pay to such respective authorized Collectors or Persons aforesaid such Part only of the Amount of the Tax, Rate, or Charge payable in respect of the whole of such Field or Close of Land as shall be proportionate to the Relation which the Quantity taken by the Company bears to the whole Quantity of such Field or Close of Land, and the Remainder of such whole Amount shall be payable by and recoverable from the Proprietor of the Remainder of the same Field or Close of Land, in like Manner as the whole of such Amount would have been payable and recoverable under the Powers or Provisions of the Drainage Acts, or under any such Determination or Award if this Act had not been passed.

Chattels on Company's Lands to be distrained on Nonpayment of Rate Twenty-one Days after Demand.

XLIII. Provided always, and be it enacted, That in case any such Taxes, Rates, or Charges payable by the Company as aforesaid shall be in arrear and unpaid for the Space of Twenty-one Days after Demand made by any such authorized Collector or Person aforesaid, it shall be lawful for such Collector or Person, under the Warrant of any Two Justices of the Peace of the West Riding of the County of *York* or County of *Nottingham*, who are hereby authorized to grant a Warrant for the Purpose, to distrain, for all Arrears of such Taxes, Rates, and Charges, upon the Goods, Chattels, and Effects of the Company, whether on the Lands or Grounds charged therewith, or on any other Lands, Premises, or Hereditaments of the Company, wheresoever situated, and to dispose of the Distress when taken, and apply the Proceeds thereof to the Discharge of such Arrears, and the Costs of recovering the same, paying any Surplus of such Proceeds to the Company.

XLIV. And

Railway Company to make Openings where the Line crosses Drains, Embankments, &c.

XLIV. And in order to preserve a free Passage for the Flood Waters of the said respective Districts of Drainage through all existing Drains crossed by the Railway or Branches, be it enacted, That the Company shall and they are hereby required, in carrying the Railway or Branches over or across the said several and respective Districts of Drainage, to leave and make Arches or Openings in or under the said Railway and Branches, and Openings through the Embankments thereof respectively, in all Places where the said Railway or Branches shall cross any public Drains, Embankments, or Works made in such respective Drainage Districts, any or either of them, under the Powers of the said recited Drainage Acts or either of them, and such Arches or Openings shall be left and made of not less Area than the Area of the Waterway of the respective Drains, Embankments, and Works so made, when such Drains and Embankments or Works are charged with Water to the highest Flood Level, and the same shall be done to the Satisfaction of the Trustees or authorized Officer or Person having the Control or Care of such Drains, Embankments, and Works in such Districts of Drainage respectively; and in case of Dispute such Dispute shall be settled by Arbitration in the Manner prescribed in the Railways Clauses Consolidation Act, One thousand eight hundred and forty-five, with respect to the Settlement of Disputes by Arbitration, and all such Arches and Openings, when made, shall be for ever after kept in repair by the Company, and shall be freely used and enjoyed by the respective Parties entitled to the Use and Enjoyment of the Drains, Embankments, and Works over which the same shall be made.

Power to vary the former Requirements by mutual Agreement.

XLV. Provided always, and be it enacted, That it shall be lawful for the Company, with the Consent of the Trustees or authorized Officer or Person having the Control or Care of the Works of Drainage in the said respective Districts of Drainage or either of them, as the Case may be, to make any of the Works for maintaining the Facilities of the Drainage directed by this Act to be made by the Company in any other Manner than herein-before specified, or to make any other Works instead thereof, or instead of Parts thereof, which shall equally or better prevent any Interruption of the Drainage of the Lands and Grounds in such Districts of Drainage respectively by the making of the said Railway or Branches.

Railway Company to pay all Expenses incurred by reason of their crossing or affecting the Drainage Works.

XLVI. And be it enacted, That if in the Execution of any Works of Embankment and Drainage authorized by the said recited Drainage Acts or either of them, or if in the Exercise of any of the Powers or Authorities thereby granted, or if in the making any new Works of Drainage by the said Drainage Acts respectively authorized to be made, or in the altering or improving any of the present or future Works of Drainage so authorized as aforesaid in the said Districts of Drainage respectively, any additional Cost or Expense shall arise or be incurred in consequence of the Railway or Branches having been formed upon or across the Lands and Grounds in such Districts of Drainage respectively, which would not have arisen or been incurred in case such Lands and Grounds had not been crossed by or intersected by the said Railway or Branches, then and in every such Case all

all such additional Cost and Expense shall be borne by the Company, and shall be paid by the Company to the Trustees or authorized Officer or Person having the Control or Care of the Drains, Embankments, and Works of Drainage in the District of Drainage where such additional Cost or Expense shall arise or be incurred on Demand; and in case the Company shall refuse or neglect to pay the same, within One Month after Demand made by or on behalf of the Party to whom the same shall be so payable, then such Trustees or authorized Officer or Person, as the Case may be, may recover the same, with full Costs of Suit, from the Company, in any of Her Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case.

Right of Drainage Trustees to improve the Drainage Lands reserved, who are not to be deemed Trespassers by reason of the Waters running against the Railway Works.

XLVII. Provided always, and be it enacted, That nothing in this Act contained, or the making or constructing of the said Railway or Branches, or the Embankments thereof, shall interfere with or prevent the Trustees acting in the Execution of the said recited Drainage Act of the Second Year of the Reign of His late Majesty King *William* the Fourth, and the several Proprietors of the Low Lands in the District of Drainage comprised in the said Act, from exercising the Privilege of warping, irrigating, or otherwise improving the said Low Lands, or running or letting thereon any tidal or other Waters, or of raising the Level of such Lands, or otherwise improving the same, although such Water may thereby be run or let against the Railway, Embankments, or Works, nor shall the said Trustees or Proprietors, by reason of the Waters running or continuing against the Railway, Embankment, and Works, be deemed to be Trespassers, or be deemed to be committing any Damage or Injury to the said Railway, Embankments, or Works, or otherwise subjected to any Action or Suit or Penalty in respect of the same, so that nevertheless the said Trustees or Proprietors shall not by any such Means prejudicially affect the Permanence or Use of the Railway and Works.

Drainage Trustees to have the Use of the Arches, &c. made by Railway Company for Drainage Purposes, provided no Injury to the Railway Works be occasioned thereby.

XLVIII. And be it enacted, That it shall be lawful for the Trustees acting in execution of the said recited Drainage Act of the Second Year of the Reign of King *William* the Fourth, and the several Proprietors of the Low Lands in the District of Drainage comprised in the said Act, to have and enjoy the free and unrestrained Use of all Arches and Openings under the said Railway and Branches, and through the Embankments thereof, to be made or left as herein-before mentioned for the Passage of the Surface Flood Waters, as herein-before mentioned, in the said District of Drainage, for the Purpose of warping, irrigating, or otherwise improving such Low Lands, from Time to Time and at all Times, by running or letting thereon and continuing thereon the tidal and other Waters, and of raising the Level of such Lands, or otherwise improving the same, as they might have done if the said Railway and Branches had not been made, so that such Trustees and Proprietors do not injure the Railway and Works, or interfere with the Use thereof.

Railway Company to cut a Drain on each Side of so much of the Rail-

XLIX. And in order that the Passage of the Waters flowing in the minor or private Drains in the said respective Districts of *Dun* Drainage and *Went* Drainage may not be impeded, be it enacted, That the Company shall and they are hereby required, in carrying the

way as passes through the Dun and Went Drainage Districts.

the Railway over or across the Lands and Grounds in the said respective Districts of *Dun* and *Went* Drainage, to cut, form, and make a public Drain of sufficient Depth and Width alongside of and parallel with each Side of the said Railway and Branches, wherever the said Railway or Branches passes on Embankment, out of each existing public Drain to and into that next adjoining, in each of the said respective Districts of *Dun* and *Went* Drainage, for receiving the Drainage Waters of such minor or private Drains, and conveying such Waters into the existing public Drains, and such parallel public Drains, when made, shall be from Time to Time and at all Times maintained in a good and efficient State by the Company.

Saving the Right of the Drainage Trustees.

L. Provided always, and be it enacted, That nothing in this Act contained, or the making of the said Railway or Branches and Embankments, shall extend or be construed to extend to lessen, alter, or diminish, abridge, or prejudice, or in any way to interfere with the Powers and Provisions of the said several recited Drainage Acts or either of them, for improving or altering the existing Works of Drainage or any of them within the said several Districts of Drainage, or for making any new or additional Works of Drainage therein, or for any other Purpose authorized by the said recited Drainage Acts or either of them, or to repeal or annul any of the Powers or Provisions of the said recited Drainage Acts or either of them, or to prejudice or interfere with the Exercise of any Power or Authority conferred by any Determination or Award made in pursuance of the said recited Drainage Acts or either of them.

All Disputes as to the Construction of Works to be referred to Arbitration, as prescribed by 8 & 9 Vict. c. 20.

LI. And be it enacted, That in case of any Difference of Opinion between the Company and the Trustees or authorized Officer or Person having the Control or Care of the Drains, Embankments, and Works of Drainage in the said respective Districts of Drainage, respecting the Mode of making or constructing of any of the Arches or Openings, or the Area or Depth of any such Works, or respecting the Performance of any other Works by this Act directed to be done by the Company in the said respective Districts of Drainage, or consequent on the same respectively, or respecting any other Matter herein-before mentioned affecting the Liability of the Company with reference to the Works of Drainage, or the making of the Railway or Branches or Works within the said Two respective Districts of Drainage, such Dispute shall be settled by Arbitration in the Manner prescribed in the Railways Clauses Consolidation Act, 1845, with respect to the Settlement of Disputes by Arbitration.

Railway Company to construct certain Drains on both Sides of their Railway.

LII. And whereas it is expedient that some further Provision should be made for protecting the Works and Drains of the said *Dun* Drainage Proprietors: Be it therefore enacted, That the said Railway Company shall make and maintain a Drain of sufficient Width and Depth on both Sides of so much of their said Railway as extends from the Point where the said Railway crosses the River *Dun* in the Parish of *Fishlake* to the Junction with the *Wakefield, Pontefract, and Goole* Railway, with Openings of sufficient Dimensions to pass the Drainage Waters into the River *Dun;* and the Dimensions and Construction of such Drains, and the Situation of the Openings, shall be fixed

fixed upon by the respective Engineers of the said Railway Companies and the said *Dun* Drainage Proprietors.

Bridges across the Dun Navigation.

LIII. And be it enacted, That the said Railways shall not cross the Navigation of the River *Dun* except by Bridges, each of which shall be a Lift or Opening Bridge, and shall be made and for ever after maintained by the said Railway Company, and, unless otherwise agreed betwixt the said Railway Company and the Company of Proprietors of the Navigation of the River *Dun*, under their Common Seals, the same shall be Forty Feet wide on the square, and Ten Feet high above the highest Water of the said Navigation, with a Towing Path on each Side under the same Six Feet wide, so that, however, both the clear Waterway and the Headway shall in no Case be less than Thirty Feet, which Bridges shall from Time to Time be opened by the said Company of Proprietors, at the Expense of the said Railway Company, for the Passage of all Vessels requiring the same (Vessels having the Priority of Passage); and in case any Difference of Opinion should arise as to the Regulations under which the said Bridges shall be constructed, opened, and shut, it shall be lawful for the Lords Commissioners of the Admiralty, upon Complaint made by either Party, to make such Orders thereon or respecting the same as they may think fit: Provided always, that in case the said Company of Proprietors shall hereafter by the Authority of Parliament make any Cut or Canal across the Course of the said Railways, then the said Railway Company shall, on being required so to do by the said Company of Proprietors, their Successors or Assigns, make and for ever maintain an Opening Bridge at each Point where the Railway or Branch Railway hereby authorized would cross the Line of such Cut or Canal, each of such Opening Bridges to be of the Width of Forty Feet in the square, and of the same Description and Dimensions in every other respect as the Opening Bridges by this Act provided as aforesaid; and the Powers and Provisions of this or the first-recited Act in any Manner relating or applicable to the said first-mentioned Bridges, and the opening and shutting the same, and the Works thereof, shall in like Manner relate and be applicable to the Bridges across such Cut or Canal, and it shall be lawful for the said Railway and Navigation Companies from Time to Time to enter into and carry into effect any Agreements relative thereto, or to the Works by this Act authorized to be made, which may be deemed mutually advantageous.

Enabling Proprietors of Land to make Drainage Works under the Railway.

LIV. And be it enacted, That if any Proprietor of any Land shall at any Time hereafter be desirous of improving the Drainage of such Land, for effecting which it may be necessary to pass under the said Railway, the said Company shall afford every Facility, consistent with the Safety of the said Railway, for the Purpose of enabling such Proprietor to accomplish such Object, at the Expense of such Proprietor; and any Difference which shall arise between such Proprietor and the said Company shall be settled by Arbitration.

Railway Company to make Openings in cer-

LV. And whereas it may be desirable, to prevent any Obstacles to the Improvements by warping and otherwise of certain Lands in the said Parishes of *Misterton* and *Haxey*, by reason of the Provisions contained

tain Lands in Misterton and Haxley.

contained in this Act: Be it therefore enacted, That the said Railway Company shall and will, at the Request of any Owner or Owners of Lands situate between the Road numbered 87 in the said Parish of *Misterton* and the Road numbered 27 in the said Parish of *Haxey* on the said deposited Plans, make and maintain the Railway and Works hereby authorized so as to leave One or more sufficient Openings for Drainage and Warping Purposes on the Lands lying between the Roads last aforesaid, the Situation whereof is to be fixed by the Engineer of the *Great Northern* Railway Company and the Engineer to be appointed by such Owner or Owners: Provided always, that such Owner or Owners shall previously give a sufficient Guarantee to the Railway Company that he or they will construct such Drainage or Warping Works as will render such Opening necessary, and that such Owner or Owners do give written Notice to the said Railway Company within Twelve Months from the passing of the Act of his or their requiring such Opening to be made.

Railway Company to afford certain Facilities to the Thorne Moor Improvement Company.

LVI. Whereas the said Railway is intended to be carried over a large Tract of Waste Land called *Thorne Moor*, which is intended to be improved by the "*Thorne Moor* Improvement Company," under and by virtue of the Powers contained in a certain Bill now pending in Parliament, intituled *A Bill for draining, warping, and otherwise improving* Thorne Moor *in the West Riding of* Yorkshire: And whereas it is expedient that certain Facilities should be given for the more easily effecting the Improvements so contemplated as aforesaid, and for regulating the Construction and Maintenance of the Railway and Works hereby authorized so as not to interfere prejudicially with the said Undertaking or any of the Provisions in the said Bill mentioned: Be it enacted, That in the event of the said *Thorne Moor* Improvement Bill passing into a Law the said Railway Company shall from Time to Time, and at all Times hereafter, during the Progress of the Improvement Works thereby authorized, permit and suffer the *Thorne Moor* Improvement Company to lay down and make all such Sidings, Junctions, Crossings, and other Works, with, over, and alongside the Railway hereby authorized, between the said Waste Land and the Lands by the Removal of which the same Waste Lands are to be improved, as may be necessary or expedient for the due carrying into effect of the Undertaking in the said Improvement Bill mentioned, upon the said *Thorne Moor* Improvement Company paying or reimbursing to the said Railway Company all Costs or Expenses occasioned by the same.

Opening to be left under Railway.

LVII. And be it enacted, That the said Railway Company in the event aforesaid shall so make and maintain the Railway and Works hereby authorized as to leave an Opening of sufficient Width to enable the said *Thorne Moor* Improvement Company to construct a Drain under the said Railway, of the Width of Thirty Feet at the Bottom thereof, on a Level with the ordinary Low Water of the River *Ouse* at *Swinefleet Warping Sluice*, with suitable Inclinations on either Side thereof, the Situation for such Opening to be fixed by the *Thorne Moor* Improvement Company within Six Months from the passing hereof.

LVIII. And

Protecting the Company of Proprietors of Gainsborough Bridge.

LVIII. And whereas by the *Great Northern* Railway Act, 1846, it is provided that certain Compensation therein specified should be made by the *Great Northern* Railway Company to the Company of Proprietors of *Gainsborough Bridge*, upon the *Great Northern* Railway being opened for public Use from *Bawtry* to *Lincoln*, crossing the River *Trent* at *Gainsborough*: And whereas Apprehensions are entertained by the said Company of Proprietors that the said Railway may not be completed between *Bawtry* and *Lincoln*, and yet that the said Railway Company may, under the Powers of the said Act, construct a Bridge across the *Trent*, and also under the Powers of this Act construct the said *Axholme* Extension Line, and that thereby a Reduction in the Amount of Tolls received by the said Company of Proprietors may be effected: Be it enacted, That in case the Line hereby authorized, or any Part thereof, be constructed so as to form a Connexion with the *Great Northern* Railway in the Parish of *Saundby*, and the said *Great Northern* Railway shall not be constructed and opened from *Bawtry* to *Lincoln*, there shall be paid by the said *Great Northern* Railway Company to the said Company of Proprietors the following Compensation, in lieu of the Compensation provided by the said Act; that is to say, if during the First Year, to be computed from the Expiration of One Calendar Month immediately after the Railway hereby authorized, or such Part thereof as is herein-before specified, shall be completed and opened for public Use, there shall be a Decrease in the Receipts for Tolls taken by the said Company of Proprietors of the said *Gainsborough Bridge*, as compared with the Receipts during the immediately preceding Year, then the said Railway Company shall forthwith pay to the said Company of Proprietors a Sum of Money equal to Ten Times such annual Decrease; and further, that if at the End of Three Years from the Expiration of the said First Year from the opening of the Railway hereby authorized there shall be a further annual Decrease in the Receipts for the said Tolls, as compared with the Receipts during the said immediately preceding Year, then and in such Case the said Railway Company shall forthwith pay to the said Company of Proprietors a further Sum of Money equal to Ten Times such annual Decrease as last aforesaid, taken upon the Average of the last-mentioned Three Years; and further, that if during the Three next succeeding Years, to be computed from the Expiration of the said last-mentioned Three Years from the opening of the said Railway hereby authorized, there shall be a further annual Decrease in the Receipts for the said Tolls, as compared with the Receipts during the then immediately preceding Years, then and in such Case the said Railway Company shall forthwith pay to the said Company of Proprietors a further Sum of Money equal to Ten Times such annual Decrease as last aforesaid, taken upon the Average of the last-mentioned Three Years; and the said Three Payments shall be accepted in full Satisfaction and Discharge of all Claims and Demands whatsoever upon the said Railway Company by the said Company of Proprietors in respect of the said Tolls.

As to Communications with the Lancashire and

LIX. And be it enacted, That the Extension Line of Railway first herein-before described, and hereby authorized, shall communicate with the *Askern* Branch of that Part of the *Lancashire and Yorkshire*

Yorkshire Railway.

Yorkshire Railway heretofore called "The *Wakefield, Pontefract, and Goole* Railway," in accordance with the Plans deposited as in this Act mentioned; and that all Communications between the said Extension Line of Railway and the said *Askern* Branch Railway shall be effected in a substantial and workmanlike Manner, by means of Connexion Rails and Points laid to the entire Satisfaction of the Engineer for the Time being of the said *Lancashire and Yorkshire* Railway Company.

Expense of such Communication to be borne by the Great Northern Railway Company.

LX. And be it enacted, That the Expense of the Communication hereby authorized with the *Askern* Branch Railway, and of all necessary Openings in the Rails thereof, and of all other Works which may from Time to Time be requisite for effecting, altering, amending, repairing, and maintaining such Rails and Points, and of regulating and adjusting the same, shall be borne and paid by the *Great Northern* Railway Company; and that all such Communications, Openings, and Works shall not only be in the first instance made and done, but shall also from Time to Time be altered, amended, repaired, and maintained, to the entire Satisfaction of the Engineer for the Time being of the said *Lancashire and Yorkshire* Railway Company, and in such Manner and Form and by such Ways and Means only as shall not in anywise prejudice or injure the said *Askern* Branch Railway, or impede, obstruct, or interfere with the free, uninterrupted, and safe Passage along the same.

Company not to take Property of the Lancashire and Yorkshire Railway Company, or interfere with their Railway and Works.

LXI. And be it enacted, That, notwithstanding any thing in this Act contained to the contrary, it shall not be lawful for the *Great Northern* Railway Company, or for any other Person or Persons, for the Purposes of or in execution of this Act, in any Manner, either permanently or temporarily, to enter upon, take, or use any of the Land or Property of the said *Lancashire and Yorkshire* Railway Company, other than such as upon the said Plans is shown or intended to be and as must necessarily be taken for the Construction of the said Extension Line of Railway only, or in any Manner to alter, vary, or interfere with the said *Askern* Branch Railway, or any of the Works appertaining thereto, save only for the Purpose of effecting the Junction hereby authorized in manner aforesaid, and not otherwise.

Saving Rights of the Lancashire and Yorkshire Railway Company.

LXII. And be it enacted, That (except as hereby expressly authorized) nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, Franchises, or Authorities of or vested in or belonging to the *Lancashire and Yorkshire* Railway Company, but all their Rights, Privileges, Powers, Franchises, and Authorities, under the several Acts of Parliament relating to the said Company or otherwise, are hereby expressly saved and reserved, not only as against and with respect to the *Great Northern* Railway Company, but also as against and with respect to all other Companies and Persons whomsoever.

Power to raise additional Capital

LXIII. And whereas the estimated Expense of making the said Railway is Three hundred thousand Pounds: Be it enacted, That it shall

shall be lawful for the Company to raise, by creating new Shares, in addition to the Sums of Money which they are authorized to raise under and by virtue of the said recited Acts, or which they may be authorized to raise by any other Act to be passed during the present Session of Parliament, any further Sum of Money not exceeding in the whole the Sum of Three hundred thousand Pounds, to be applied only in carrying into execution the Objects and Purposes by this Act authorized. by Creation of new Shares.

LXIV. And be it enacted, That the Capital so to be raised by the Creation of new Shares shall be divided into Shares of such Amount as will conveniently allow the same to be apportioned according to the Order of any Ordinary or Extraordinary Meeting of the Company, and shall be considered as Part of the general Capital of the Company, and shall be subject to the same Provisions in all respects, whether with reference to the Payment of Calls, or the Forfeiture of Shares on Nonpayment of Calls, or otherwise, as if it had been Part of the original Capital of the Company, except as to the Times of making Calls thereon, and the Amount of such Calls, which respectively it shall be lawful for the Directors of the Company from Time to Time to fix as they shall think fit: Provided always, that Two Pounds *per* Share shall be the greatest Amount of any One Call which shall be made in respect of such new Shares, and that Three Months at the least shall be the Interval between successive Calls. New Shares to be considered same as original Shares.

LXV. Provided always, and be it enacted, That in calculating the Dividends upon the Shares to be created under the Powers of this Act Reference shall be had to the Difference, if any, for the Time being, between the Amount of Calls paid thereon and the Amount of Calls paid upon the original Shares of the Company at the Time of the Declaration of such Dividend. Dividends on new Shares.

LXVI. And be it enacted, That the Proprietors of any new Shares or Half Shares created under the Powers of this Act shall be entitled to such Number of Votes in respect thereof as the nominal Amount represented by such Shares would have entitled them to if they had been possessed of original Shares in the said *Great Northern* Railway. As to Votes of Proprietors of new Shares.

LXVII. And be it enacted, That after the whole of the Sums by this and the recited Acts authorized to be raised by Shares shall have been subscribed for, and One Half thereof shall have been paid up, it shall be lawful for the Company to borrow on Mortgage or Bond such Sums of Money as shall from Time to Time be authorized to be borrowed by any Order of any Ordinary or Extraordinary Meeting of the Company, provided that such Sums of Money do not exceed in the whole One hundred thousand Pounds, in addition to the Sums which they are by the said recited Acts or which by any other Act passed in the present Session of Parliament they may be authorized to borrow: Provided always, that all and every Part of the Sums of Money so to be borrowed shall be applicable only to the Objects and Purposes by this Act authorized. Power to borrow on Mortgage.

LXVIII. And

Interest not to be paid on Calls paid up.

LXVIII. And be it enacted, That it shall not be lawful for the said Company, out of any Money by this Act or any other Act relating to the said Railway Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the said Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in the Companies Clauses Consolidation Act, 1845, in that Behalf contained.

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

LXIX. And be it enacted, That it shall not be lawful for the said Company, out of any Money by this Act or any other Act relating to the said Railway Company authorized to be raised for the Purposes of such Act or 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.

Power to divide Shares and Dividends thereof.

LXX. And be it enacted, That within such Period as shall be fixed from Time to Time by the Directors it shall be lawful for any Shareholder who shall have paid up One Half the Amount of any Share or Shares of the said *Great Northern* Railway Company to require each Share to be converted into Two Half Shares, whereof the one Half which shall be so fully paid up shall be denominated "Deferred Half Share," and the other Half of such Share shall be denominated "Guaranteed Half Share," and the same Half Shares shall thereupon be registered, and Certificates issued accordingly, and thenceforth, in respect of each whole Share so divided the whole of the Interest and Dividends which would in each Year have accrued shall be applied in or towards Payment in the first place of Interest or Dividend after the Rate of Six *per Cent. per Annum* on the Amount paid upon the Half Share so denominated "guaranteed," and the Remainder, if any, shall alone be payable to the Half Share so denominated "deferred;" provided, that the Company shall not pay any other or greater Amount of Interest or Dividend upon the Two Half Shares than is for the Time being paid on each undivided Share; provided also, that no such Guaranteed Half Share shall be transferable until at least Two Pounds Ten Shillings shall be paid thereon; and that if, in pursuance of any Powers now vested or hereafter to be vested in them, the Company shall hereafter guarantee the Payment of Interest or Dividends upon any Shares, in preference to the Payment thereof on the ordinary Shares of the Company, such Half Shares, whether guaranteed or deferred, shall be equally liable with the ordinary Shares of the Company to such Preference.

Same Tolls to be taken as on Main Line.

LXXI. And be it enacted, That it shall be lawful for the Company to demand and receive for and in respect of the Railways the same Tolls and Charges as they are by the said firstly-recited Act authorized

authorized to demand and receive for and in respect of the Railway by such Act authorized to be constructed.

Maximum Charge.

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

Railway Company to be subject to the 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.

LXXIII. 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 the 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 an Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways;* and Two Acts were passed in the last Session of Parliament, 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 said Railways from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect to the Railways so far as the same shall be applicable thereto.

Railways not exempt from Provisions of future general Acts.

LXXIV. Provided always, and be it enacted, That nothing herein contained shall be deemed to exempt the Railways by this or the said recited Acts authorized to be made from the Provisions of any general Act relating to such Acts, or of any general Act relating to Railways, now in force or which may hereafter pass during the present 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.

Expenses of Act.

LXXV. And be it enacted, That all the Costs 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 Act.

LXXVI. And be it enacted, That the Term "the Company" in this Act shall mean "the *Great Northern* Railway Company," and the Expression "the Railways" or "the said Railways" shall mean the Railway and Branch Railways by this Act authorized to be constructed.

Saving Rights of the Crown.

LXXVII. And be it enacted, That nothing in this Act, or in the Acts herein recited or referred to, shall extend to authorize the Company to purchase, take, or use any Land or Soil, or any Rights in respect thereof, belonging to Her Majesty in right of Her Crown without the Consent in Writing of the Commissioners for the

Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, or any Two of them, first had and obtained for that Purpose, and which such Commissioners, or any Two of them, are hereby authorized and empowered to give, or to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by Her Majesty, Her Heirs or Successors.

Saving Rights of the Duchy of Lancaster.

LXXVIII. Provided always, and be it enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the Queen's most Excellent Majesty, Her Heirs and Successors, as well in right of Her Crown as in right of Her Duchy of *Lancaster*.

Public Act.

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

SCHEDULE before referred to.

X.

THESE are to witness, That in consideration of the Sum of £ paid to *A. B.* of by *C. D.*, the Receiver General of the Revenues of the Duchy of Lancaster, on behalf of Her Majesty, he the said *A. B.* doth by these Presents grant, convey, and assure unto the said *C. D.*, his Heirs and Assigns, all that to have and to hold the same unto the said *C. D.* his Heirs and Assigns, to the Use of Her said Majesty, Her Heirs and Successors, in right of Her said Duchy.

In Witness, *&c.*

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