CHAPTER clviii.

An Act to grant further powers to the Great Northern Railway Company with relation to their Undertaking; and for other purposes. [30th July 1874.]

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WHEREAS it is expedient that the Great Northern Railway Company (who are herein-after called "the Company") should be enabled,—

1. To make certain railways in Middlesex, at Spalding, at Basford, at Codnor Park, at Derby, at Firsby, near Lincoln, at East Ardsley, and at Burton;
2. To alter the point of junction of "railway No. 1," described in and authorised by "The Great Northern Railway (Derbyshire and Staffordshire) Act, 1872," with the Nottingham and Grantham Railway of the Company, and for that purpose to abandon a portion of the said railway No. 1, and to construct a new line instead thereof; 35 & 36 Vict. c. cxxxix.
3. To alter the levels of a portion of railway No. 3 authorised by the said "Great Northern Railway (Derbyshire and Staffordshire) Act, 1872;"
4. To substitute for the road now crossing their railway on the level near the Barkston Station in Lincolnshire a new road under their railway;
5. To stop up, divert, or alter the road at Selston in the county of Nottingham, and the footpaths at Bradford and Idle in the West Riding of Yorkshire, herein-after described; and
6. To purchase certain additional lands:

And whereas by "The Great Northern Railway Act, 1871," the Company were authorised (amongst other things) to construct a railway at Dewsbury, in the said Act described as "railway No. 4," 34 & 35 Vict. c. clxii.
and by "The Great Northern Railway (Various Powers) Act, 1872," the Company were authorised (section 10) to alter the levels of part of the said railway No. 4: 35 & 36 Vict. c. cxxviii.

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And whereas by "The Great Northern Railway (Various Powers) Act, 1872," the Company were authorised to make a new line of railway commencing by a junction with the said railway No. 4 at its authorised termination, but with its amended levels; and both the said railway No. 4, as originally authorised and as authorised to be altered, and the new line authorised by the last-mentioned Act of 1872 as aforesaid, are herein-after referred to as the "Dewsbury line and extension:"

And whereas the time granted to the Company by the said Acts for the compulsory purchase of land for the purposes of the Dewsbury line and extension will expire on the 24th day of July 1874, and the time for the completion thereof will expire on the 24th day of July 1876, and it is expedient that the same periods should be respectively extended:

27 & 28 Vict. c. xxix.

And whereas by "The Edgware, Highgate, and London Railway Act, 1864," the Edgware, Highgate, and London Railway Company, who are herein-after called "the Edgware Company," were authorised to construct the railway described in that Act, which is known as and herein-after referred to as "the Alexandra Park Branch," and the powers granted to that company for the completion of the said branch were limited (section 9) to the 13th day of May 1868:

29 & 30 Vict. c. ccvi.

And whereas by "The Edgware, Highgate, and London Railway (Extension to Barnet) Act, 1866," the Edgware Company were authorised to construct a railway therein described and herein-after referred to as the Barnet Branch, and by the said Act the powers granted to that company for the completion of the Barnet Branch were limited (section 22) to the 16th day of July 1870:

30 & 31 Vict. c. cxxxi.

And whereas by "The Great Northern Railway Act, 1867," (section 14) the Alexandra Park Branch and the Barnet Branch were, with other portions of the undertaking of the Edgware Company, transferred to the Company upon the conditions stated in the said Act, together with all the powers, duties, and liabilities attaching to the same undertaking:

30 & 31 Vict. c. cxxxi.

And whereas by "The Great Northern Railway Act, 1867," (section 4) the Company were authorised to abandon the formation of part of the Barnet Branch, and to construct another or substituted line of railway instead thereof, and by the 7th section of the said Act the time for the completion of the said substituted line was limited to the 15th day of July 1871:

And whereas by a warrant of the Board of Trade, dated the 17th day of April 1869, and made under the authority of "The Railways (Extension of Time) Act, 1868," with reference to the said Barnet

Branch, the time for the completion of so much of the original Barnet Branch as was not authorised to be abandoned by the said Act of 1867, and also of the said substituted line (both of which are herein-after included in the expression the Barnet Branch), was extended until the 16th day of July 1871:

And whereas a sum of three thousand nine hundred pounds three per cent. consolidated annuities was transferred to the account of the Accountant General of the Court of Chancery in England with respect to the said "Edgware, Highgate, and London Railway Act, 1864," and Exchequer bills to the amount of five thousand nine hundred pounds were deposited in the name and to the account of the said Accountant General with respect to the said Act of 1866:

And whereas the said sum of consolidated annuities, and the said Exchequer bills, together with accumulations of dividend or interest thereon, are now standing in the name or to the credit of Her Majesty's Paymaster General to the account of the Court of Chancery, and by the 14th section of "The Great Northern Railway Act, 1867," any sums deposited in the Court of Chancery with respect to the said Acts relating to the Edgware Company are amongst other things vested in the Company:

And whereas the Alexandra Park Branch and the Barnet Branch have been opened for public traffic, but not until after the periods respectively limited for that purpose as aforesaid had expired; and it is expedient that the said annuities and bills, and all dividends or interest accrued due thereon, should be transferred and paid to the Company, or to such persons as the Company may appoint:

And whereas the increasing traffic of the Great Northern Railway renders it necessary for the Company from time to time to increase their stations, sidings, and conveniences, and to erect additional warehouses, wharves, and other buildings in connexion with their undertaking, and for those purposes to acquire the lands herein-after described:

And whereas it is expedient that the powers contained in "The Great Northern Railway (Various Powers) Act, 1872," with respect to the establishment of the superannuation fund should be explained and enlarged:

And whereas plans and sections showing the lines and levels of the railways and works authorised by this Act, and the lands to be taken for the purposes thereof, and plans of the additional lands which the Company are authorised to take under the powers of this Act, and also books of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the oc-

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cupiers of all such lands, so far as those documents relate to lands in each county or division herein-after mentioned, were duly deposited with the clerks of the peace for the parts of Holland, of Lindsey, and of Kesteven respectively, in Lincolnshire, for the counties of Nottingham, Derby, Northampton, Stafford, Cambridge, Huntingdon, and Middlesex, and for the West Riding of the county of York, and the said documents are herein-after respectively referred to as the deposited plans, sections, and books of reference:

And whereas the purposes of this Act 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, as follows:

Short title.

1. This Act may be cited as "The Great Northern Railway (Further Powers) Act, 1874."

Provisions of certain general Acts incorporated.

2. "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," "The Railways Clauses Consolidation Act, 1845," Parts I. and II. (so far as applicable) of "The Railways Clauses Act, 1863," relating to "construction of a railway" and to "extension of time," the clauses and provisions of "The Companies Clauses Consolidation Act, 1845," with respect to,—

The distribution of the capital of the Company into shares;
The transfer or transmission of shares;
The payment of subscriptions and means of enforcing the payment of calls;
The forfeiture of shares for nonpayment of calls;
The remedies of the creditors of the Company against shareholders;
The borrowing of money by the Company on mortgage or bond;
The conversion of the borrowed money into capital;
The giving of notices;
The consolidation of shares into stock; and
The provision to be made for affording access to the special Act by all parties interested;

and also Parts I., II., and III. of "The Companies Clauses Act, 1863," relating respectively to the cancellation and surrender of shares, to additional capital, and to debenture stock, are (except where expressly varied by this Act) incorporated with and form part of this Act.

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Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partly incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction; the expressions "the railways" and "the undertaking" mean respectively the railways and the undertaking by this Act authorised; and for the purposes of this Act the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partly incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt, and not a debt or demand created by statute.

Interpretation of terms "parish clerks," &c.

4. The expressions "parish clerks" and "clerks of the several parishes" in sections seven, eight, and nine of "The Railways Clauses Consolidation Act, 1845," shall with reference to the Company, and as regards those parishes in which by the standing orders of either House of Parliament plans, sections, and other documents are required to be deposited with the clerk of the vestry of the parish, mean the vestry clerks of those parishes.

Power to execute works according to deposited plans.

5. Subject to the provisions of this Act, the Company may exercise the powers, and may make and maintain, in the line and according to the levels shown on the deposited plans and sections, the railways and works herein-after described, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for that purpose:

They may construct and maintain the railways herein-after described, with all proper stations, approaches, works, and conveniences connected therewith; namely,

Railways in Middlesex.

(Railway No. 1.) A railway 3 furlongs 4·25 chains in length, commencing in the parish of St. Pancras by a junction with the Great Northern Railway near the southern face of the bridge carrying Congreve Street over the said railway, and terminating in the parish of St. Mary, Islington, by a junction with the Great Northern Railway near the north face of the Maiden Lane Tunnel:

(Railway No. 2.) A railway 5 furlongs and 2 chains in length, wholly in the parish of St. Mary, Islington, commencing by a junction with the Great Northern Railway near the southern face of the bridge carrying the North London Railway over the Great Northern Railway, and terminating by a junction

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with the Great Northern Railway near the north face of the bridge carrying Caledonian Road over that railway:

(Railway No. 2A.) A railway 4 chains in length, wholly in the said parish of St. Mary, Islington, commencing by a junction with the branch railway connecting the Great Northern Railway with the North London Railway, near the northern face of the bridge carrying the North London Railway over the Great Northern Railway, and terminating by a junction with railway No. 2, herein-before described, about 5 chains from the commencement of the said railway No. 2:

(Railway No. 2B.) A railway 2 furlongs 2 chains in length, wholly in the said parish of St. Mary, Islington, commencing by a junction with the before-mentioned railway No. 2, about 210 yards south of the northern entrance to the Copenhagen Tunnel of the Company, and terminating by a junction with the Great Northern Railway at or near the southern face of the bridge carrying the Caledonian Road over the Great Northern Railway.

Railway at Spalding.

(Railway No. 3.) A railway 4 furlongs 8 chains 9 yards in length, wholly situate in the parish of Spalding in the parts of Holland, in the county of Lincoln, commencing by a junction with the Spalding and Bourn line of the Great Northern and Midland Railway Companies, about 148 yards from its junction with the Great Northern Railway, and terminating by a junction with the said railway about 440 yards south of the point at which the same railway crosses on the level the turnpike road leading from Spalding to Boston.

Deviation at Colwick (Derbyshire and Staffordshire Railway No. 1).

(Railway No. 4.) A railway 1 mile 5·25 chains in length, commencing in the parish of Colwick, in the county of Nottingham, by a junction with the Nottingham and Grantham Railway of the Company at a point about 29 chains north-west of the viaduct carrying the said railway over the river Trent, and terminating in the parish of Gedling by a junction with railway No. 1 authorised by "The Great Northern Railway (Derbyshire and Staffordshire) Act, 1872," about 7 furlongs and 5 chains from the authorised commencement thereof;

And the Company may abandon so much of the railway (No. 1) authorised by the said "Great Northern Railway (Derbyshire and Staffordshire) Act, 1872," as lies between the authorised commencement thereof by a junction with the said Nottingham and Grantham Railway and the termination of railway No. 4 herein-before described.

RAILWAYS AT BASFORD.

(Railway No. 5.) A railway 4 furlongs in length, commencing in the parish of Basford, in the county of Nottingham, by a junction with the said railway (No. 1) authorised by the said "Great Northern Railway (Derbyshire and Staffordshire) Act, 1872," about 5 miles and 7 furlongs from the authorised commencement thereof, and terminating in the parish of Lenton, in the said county of Nottingham, in a field belonging or reputed to belong to the Duke of St. Albans, and in the occupation of George Lamming:

(Railway No. 6.) A railway 2 furlongs 0·79 chains in length, wholly in the said parish of Basford, commencing by a junction with the said railway (No. 1) authorised by the said Great Northern Railway (Derbyshire and Staffordshire) Act, 1872, in a field in that parish numbered 91 on the plans deposited as aforesaid with respect to the said railway, and terminating by a junction with the Babbington Colliery Railway, near the south-east side of the bridge carrying the turnpike road from Bulwell to Cinder Hill over that railway.

RAILWAY AT CODNOR PARK.

(Railway No. 7.) A railway 5 furlongs and 2·50 chains in length, commencing in the parish of Greasley, in the county of Nottingham, by a junction with railway (No. 3) authorised by the said "Great Northern Railway (Derbyshire and Staffordshire) Act, 1872," in a field in that parish numbered 217 on the plans deposited as aforesaid with respect to the said Act, and terminating by a junction with the railway and sidings belonging to the Butterley Company in the extra-parochial place of Codnor Park, in the county of Derby.

RAILWAYS AT DERBY.

(Railway No. 8.) A railway 2 furlongs and 7·53 chains in length, wholly in the parish of St. Alkmund, Derby, in the county of Derby, commencing by a junction with the railway (No. 7) authorised by the said "Great Northern Railway (Derbyshire and Staffordshire) Act, 1872," and terminating in

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a field belonging or reputed to belong to Lord Belper, and in the occupation of William Bradley:

(Railway No. 9.) A railway 2 furlongs and 1·20 chain in length, wholly in the said parish of St. Alkmund, Derby, commencing by a junction with the said railway (No. 8) in a field belonging or reputed to belong to Lord Belper, and terminating on the north side of River Street.

Railway at Firsby.

(Railway No. 10.) A railway 1 furlong and 9·50 chains in length, wholly in the parish of Firsby and in the parts of Lindsey in Lincolnshire, commencing by a junction with the East Lincolnshire line of the Great Northern Railway Company, about 33 chains, measured in a south-westerly direction, from the south-west end of the down platform of the Firsby Station, and terminating by a junction with the Wainfleet and Firsby Railway at a point about 8 chains, measured in a south-easterly direction, from the point where that railway crosses on the level the public road leading from Wainfleet to Firsby.

Railways near Lincoln.

(Railway No. 11.) A railway 4 furlongs and 0·5 chains in length, commencing by a junction with the Great Northern Railway, in the parish of Canwick, and terminating by a junction with the Lincoln and Honnington line of the Company, about 15 chains, measured along the said railway, north of the bridge carrying the road leading from Lincoln to Canwick over the said railway:

(Railway No. 12.) A railway 1 mile 3 furlongs and 0·25 chains in length, wholly in the said parish of Canwick, commencing by a junction with the railway (No. 11) at a point about 9 chains, measured in an easterly direction, from the east end of Great Northern Terrace, and terminating in a field belonging or reputed to belong to the Ecclesiastical Commissioners, in the occupation of George Sleightholme, on the north side of the road leading from Washingborough to Lincoln.

Railways at East Ardsley.

(Railway No. 13.) A railway 1 mile 2 furlongs and 2·40 chains in length, commencing in the township and parish of East Ardsley, in the West Riding of the county of York, by a junction with the Great Northern Railway (main line), about 2 furlongs and 5 chains south-east of the point at which the

said main line passes under Ardsley Fall Lane, and terminating in the same township and parish by a junction with the Ardsley branch of the Great Northern Railway, about 4 furlongs and 7 chains north-west of the point at which the said main line passes under Ardsley Common Lane:

(Railway No. 13A.) A railway 2 furlongs and 6·55 chains in length, commencing in the said township and parish of East Ardsley by a junction with the said railway (No. 13), about 77 yards from the public-house at the Ardsley Station of the Company, and terminating in the same township and parish by a junction with the said main line, about 2 furlongs and 7 chains from the south-east face of the Ardsley Tunnel on the said main line.

RAILWAYS AT BURTON.

(Railway No. 14.) A railway 4 furlongs and 0·75 chains in length, in the county of Stafford, commencing by a junction with the North Staffordshire Railway at a point 5 yards south of the bridge carrying the said North Staffordshire Railway over the Derby and Birmingham branch of the Midland Railway, and terminating by a junction with the Hay Branch of the Midland Railway, about 22 yards north of the bridge carrying Hawkins Lane over the said Hay Branch railway;

And (subject to the provisions herein-after contained) the Company may for the purposes of the said railway No. 14, and of the works connected therewith, stop up all or so much of Hawkins Lane as lies to the north-east of the said bridge, and also so much of Anderstaff Lane as lies between Hawkins Lane aforesaid and the Crown and Anchor Inn which abuts on the river Trent, and may also stop up and divert so much of two public footpaths leading in a northerly direction from Hawkins Lane as is shown on the deposited plans as intended to be stopped up and diverted, and all rights of way in or over the portions of the said lanes and footpaths so stopped up shall be extinguished, and the soil and site of so much of the said portions of the said lanes and footpaths as will be situate within the boundaries of the property of the Company shall be vested in and appropriated to the purposes of the Company.

ALTERATIONS OF DERBYSHIRE AND STAFFORDSHIRE RAILWAY (No. 3).

They may alter the levels of so much of railway No. 3 authorised by the said "Great Northern Railway (Derbyshire and Staffordshire) Act, 1872," as lies between the point marked

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5 miles 3 furlongs and the point marked 6 miles 4 furlongs on the plans deposited as aforesaid with respect to the said Act.

ALTERATION OF ROADS AND FOOTPATHS.

They may construct at or near the spot where the public road from Barkston to Marston now crosses the main line of the Company on the level, near the Barkston Station in the parts of Kesteven in Lincolnshire, a new road for carrying the said road under the railway, and they may stop up so much of the said road as now crosses the said railway on the level, and all rights of way in or over that portion of the said road shall be extinguished;

They may stop up and divert the road in the parish of Selston and county of Nottingham leading from Riddings to Jacksdale Wharf, and numbered 43 on the plans deposited with respect to "The Great Northern Railway (Derbyshire and Staffordshire) Act, 1872," with the clerk of the peace for the county of Nottingham, and all rights of way in or over the portion of the said road so stopped up shall be extinguished;

They may (subject to the provisions herein contained for the protection of the mayor, aldermen, and burgesses of the borough of Bradford) stop up so much of a public footpath in the township of Manningham, in the parish of Bradford and the said West Riding, shown on the plans deposited with the clerk of the peace for the said West Riding in respect of the application to Parliament for "The Bradford and Thornton Railways Act, 1871," as passes along the east side of the goit of the new mill dam, and thence to the Thornton Road and Preston Street, through certain fields numbered on the said last-mentioned plans 5, 7, 23, and 44, in the said township of Manningham, also a short branch footpath leading from the footpath lastly herein-before described into Thornton Road, and numbered 23 on the said plans, and all rights of way in or over the said portions of footpath so stopped up shall be extinguished;

They may divert a footpath at Idle, in the said parish of Calverley, leading past Trinity Church in Idle aforesaid into the Bramley and Shipley old turnpike road, provided that such diversion be made in the line shown on the deposited plans without deviation therefrom; and they may also, if they think fit, divert another footpath at Idle, in the same parish, passing along the south side of the fields numbered on the said plans as 56 and 57; provided that such last-mentioned diversion be made in the field numbered

53 in the same parish as near as may be to the limit of deviation shown upon the deposited plans on the southerly side of the said field, so as to carry the same in a direct line to the railway bridge in that field, and thence underneath the bridge carrying the railway over the said footpath to the angle in Ashfield Road, numbered 54 on the deposited plans, and all rights of way over the footpaths for which such diversions have been substituted shall, after the completion of such diversions to the reasonable satisfaction of the Idle Local Board of Health, be extinguished;

And the soil and site of so much of the said roads and footpaths as is stopped up as aforesaid, and as will be situate within the fences of the Great Northern Railway, so far as the same are not now vested in the Company, are hereby vested in them, and may be appropriated by them to the purposes of their undertaking.

Limiting powers as to railways 5 and 7.

6. Provided that the powers of this Act for the compulsory entry upon or purchase of lands shall not be applicable with respect to railway No. 5 or railway No. 7 herein-before described, or with respect to any lands other than public highways and canals required for the purposes of those railways.

Saving the rights, &c. of the Regent's Canal Company.

7. Whereas the said railway No. 1 is intended to pass under the Regent's Canal at a point marked 10 on the deposited plans in the parish of St. Pancras, in the county of Middlesex, and it is expedient to make the following provisions in consequence thereof: Therefore nothing in this Act or in the said incorporated Acts contained shall take away, diminish, alter, prejudice, or affect any of the rights, privileges, powers, or authorities vested in the Company of Proprietors of the Regent's Canal (herein-after called the Canal Company), or authorise or empower the Company to alter the line or level of the said canal, or of the towing-path thereof, or of any part or parts thereof respectively, or to obstruct or impede the navigation of the said canal or any part thereof, or to divert, intercept, cut off, take, use, or diminish any of the waters in the canal, or which may be taken for the use of or which supply the canal, or to injure or alter the said canal, or interfere with any of the works thereof, and it shall not be lawful for the Company in passing under the said canal to make any deviation from the line or level of the said railway as delineated and described on the said deposited plans and sections thereof, or to diminish or alter the width or depth of the waterway of the said canal, or the width of the towing-path, or to take or use for the purposes of the said railway any part of the said canal, or of

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the locks, wharfs, side ponds, laybyes, towing-path, bridges, banks, or other works belonging to the said canal or any part thereof, or any land belonging to the Canal Company, or any water of the said canal, without the consent of the Canal Company under their common seal first had and obtained, and nothing herein or in the said recited Acts contained shall compel the Canal Company to convey to the Company the fee simple of the land belonging to them under which the said railway and the works connected therewith are intended to pass, but the same shall remain vested in the Canal Company, subject nevertheless to the right of the Company and their successors for ever hereafter to have, use, and possess such way and passage for the said railway and works by means of a tunnel or aqueduct under the said canal, as described in the said plans and sections, together with all rights and easements necessary to their due use and enjoyment of the same.

For constructing and keeping in repair a tunnel under the Regent's Canal.

8. For the purpose of carrying the railway No. 1 hereby authorised to be made under the said canal, and the towing-path, wharfs, and other works belonging thereto, a tunnel or aqueduct shall be formed of brick, stone, or iron, and which is to be made and for ever thereafter maintained and kept in good, substantial, and water-tight repair by the Company, and all the works for the formation of the said tunnel or aqueduct, and for all repairs and renewals thereof, or for any temporary side canal that may be required from time to time, shall be constructed and made and formed according to plans and specifications to be submitted to and approved of by the engineer for the time being of the Canal Company previously to the commencement of the works, and shall be commenced, carried on, and completed under the superintendence and to the reasonable satisfaction of such engineer, and so that no obstruction or interruption shall be caused to the boats or barges passing along the said canal, or to the horses towing the same, and at all times during the formation of such tunnel or aqueduct, and any future repairs or renewals thereof, temporary water-tight works for maintaining a clear waterway of the width of twenty feet at least for the uninterrupted passage of boats and barges along the said canal, or along a temporary side canal, as the case may be, and towing-path for the uninterrupted passage of the horses towing the same, shall be provided by the Company; and in case during the progress of any such works any damage shall be occasioned to the said canal, or the towing-path, wharfs, or other works of the canal, the Company shall, under such superintendence and to such reasonable satisfaction as aforesaid, restore the same to the same state and condition as before the happening of any such damage; and if the works con-

nected with the said tunnel or aqueduct or any part thereof shall be imperfectly constructed, or if at any time or times hereafter the said tunnel or aqueduct or any part thereof shall be out of repair, or any loss of water, or any obstruction or interruption to the navigation of the said canal, shall occur, and notice thereof in writing shall be given by any agent of the Canal Company to the Company or their secretary or other officer, and in case the Company shall not for the space of fourteen days after such notice shall have been given, or forthwith thereafter if the nature of the case shall require it, well, sufficiently, and effectually amend such construction, or repair such tunnel or aqueduct or works, or make good and prevent such loss of water, or remove such obstruction or interruption, as the case may be, under such superintendence and to such reasonable satisfaction as aforesaid, and complete the same with all reasonable expedition, it shall be lawful for the Canal Company from time to time to make good such construction, to perform such repairs, to make good and prevent such loss of water, or to remove such obstruction or interruption as aforesaid, as the case may require, and the Company shall and they are hereby required from time to time to pay to the Canal Company, or to their treasurer for the time being, within fourteen days after demand, all the costs and expenses which may be incurred by them in that behalf, and to their engineer his charges for his superintendence.

For completion of the works and for preventing loss of water or obstruction in the navigation of the Regent's Canal.

9. The said tunnel or aqueduct and all the works connected therewith shall be completed within the period of six calendar months from the day on which the same shall be commenced, and in case it shall happen that the said tunnel or aqueduct and works shall not be completed within such period as aforesaid, the Company shall forfeit and pay to the Canal Company as and for stipulated damages after that period the sum of twenty pounds for every day until the said tunnel or aqueduct and works shall be completed; and if in the execution of any of the works by this Act authorised to be made, or if by reason or in consequence of any act, neglect, or omission of the Company, or of their agents, servants, or workmen, or if or by reason or in consequence of the said works when made, the water of the Regent's Canal shall leak, escape, or run to waste from the said canal, the Company shall forfeit and pay to the Canal Company the sum of ten pounds as and for stipulated damages for every nine thousand cubic feet of water which shall have so leaked, escaped, or run to waste, and in the same proportion for any greater or less quantity; and if by reason of any of the circumstances or causes aforesaid it shall happen that the navigation of the said Regent's Canal, or the passage along the towing-path thereof, shall

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be so obstructed or interrupted as that boats or other vessels navigating the said canal, or the horses drawing the same, shall be impeded in their passage, or shall not be able to pass along the said canal and towing-path, or either of them, then and in any and every such case the Company shall pay to the Canal Company the sum of twenty pounds as and for stipulated damages for every hour during which any and every such obstruction or interruption shall continue: Provided always, that if any such obstruction or interruption shall continue for the space of more than seventy-two consecutive hours, or shall be caused by any wilful act, neglect, or omission on the part of the Company, or any of their agents, servants, or workmen, then and in every such case the Company shall pay to the Canal Company the sum of fifty pounds as and for stipulated damages for every hour during which such obstruction or interruption shall continue: Provided always, that if any difference in opinion shall occur between the Canal Company and the Company, or between their respective engineers, concerning the effect of the said works with relation to the Regent's Canal, or concerning any supposed leakage occasioned thereby, or the extent of such leakage, the same shall be referred to arbitration in the manner prescribed by "The Railways Clauses Consolidation Act, 1845," with respect to the settlement of disputes by arbitration.

Regent's Canal Company and others not to be precluded from recovering special damage.

10. Nothing herein contained shall extend to prevent the Canal Company, or any owner of boats or barges, or other traders navigating the said canal, from recovering from the Company any special damage that may be sustained by them or any of them, or that they may be liable to pay for or on account or by reason or in consequence of the acts, neglects, or defaults of the Company, or by the flowing or escape of the water out of the said canal, if the same shall be caused or happen by reason of the making, or maintaining, or repairing of the said railway, or the said tunnel or aqueduct, and other works connected therewith, beyond the amount of such stipulated damages as aforesaid, and the Canal Company and any such owner, trader, or other person are and is hereby authorised to sue for such special damage in any court of competent jurisdiction.

For protection of railway and works of North London Railway Company.

11. The Company in the construction of the railways Nos. 2 and 2A by this Act authorised shall not do any act which will endanger or affect the foundations or piers of the bridge carrying the North London Railway over the railway of the Company, nor, without the consent in writing of the North London Railway Company under their common seal first obtained, take, use, enter upon, or interfere with the railway, works, and lands belonging to the North London Railway Company; and all works and conveniences connected with

the construction of such railways affecting the railway, works, or lands of the North London Railway Company shall be made only according to plans and sections to be submitted by the Company to the engineer of the North London Railway Company, and to be reasonably approved of by him in writing under his hand before any of those works are begun: Provided always, that if any difference of opinion shall arise between him and the engineer in chief for the time being of the Company touching the said works, the same shall be determined by a third engineer, to be named by such two engineers before the said works are commenced; and all the costs and expenses which the North London Railway Company may incur in reference to the examination and approval of such plans and sections, and the construction of such works, shall be paid by the Company to the North London Railway Company.

Saving rights of Spalding Improvement Commissioners.

12. Nothing in this Act shall authorise or empower the Company to enter upon, take, or interfere with the public roads known as Stepping Stone Lane and Woolram Wygate, or either of those public roads, or with any other public roads, streets, or highways now being or hereafter to be vested in or under the control or management of the Spalding Improvement Commissioners, without the previous consent in writing of such Commissioners.

Running powers to Midland Company over railway No. 3.

13. The Midland Company shall have and be entitled to the like rights, powers, privileges, and authorities upon, over, and in respect of railway No. 3, and the stations, sidings, works, and conveniences connected therewith, and upon and subject to the like terms and conditions as, under and by virtue of the memorandum of agreement between the Lynn and Sutton and Spalding and Bourne Railway Companies of the one part, and the Midland Railway Company and the Great Northern Railway Company of the other part, dated the sixth day of July one thousand eight hundred and sixty-six, (which memorandum of agreement is confirmed by and set forth in the schedule to "The Midland and Eastern and Norwich and Spalding Railways Act, 1867,") they, the Midland Company, have and are entitled to and are subject to, upon, over, and in respect of the Spalding and Bourne Railway mentioned or referred to in that memorandum of agreement, and the stations, sidings, works, and conveniences connected therewith, as fully and effectually as if at the time of the making of that agreement railway No. 3 had formed part of the Spalding and Bourne Railway.

For protection of the Burton

14. For the protection of the Commissioners for executing "The Town of Burton-upon-Trent Act, 1853," and of the district under

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Town Commissioners.

their control, the following provisions shall be respectively performed and observed by the Company; (that is to say,)

(*a.*) Before the Company under the powers of this Act stop up or divert any part of Hawkins Lane or Anderstaff Lane, or the two public footpaths leading from Hawkins Lane in a northerly direction, the Company shall divert and continue so much of Anderstaff Lane as is by this Act authorised to be stopped up, and shall carry the same by means of a continuation thereof as a straight carriage road 36 feet wide throughout, to be constructed by and at the expense of the Company, and to commence at the part of Anderstaff Lane which is nearest to the river Trent, and at or near the house and property numbered 110 on the deposited plans, and to terminate in the property numbered 2 on the deposited plans, at the point where the footpath from Hawkins Lane to the Derby turnpike road is carried over the main line of the west branch of the Midland Railway.

(*b.*) Such diversion or continuation of road to be constructed by the Company as herein-before described shall be repaired and maintained by the Company for the use of the public until such road shall have been dedicated to the public, and the repair and maintenance thereof shall have been accepted by the road authorities in whose districts respectively such road shall be situated.

(*c.*) The Company shall not stop up such part of the existing carriage road or way leading from Hawkins Lane to Wetmoor (on the deposited plans erroneously described as "footpath proposed to be diverted") as shall be on the north-east of the diversion or continuation of road to be made by the Company as herein-before provided.

(*d.*) The Company shall not take or purchase by compulsion or agreement any of that part of the property numbered 86 on the deposited plans which will be on the east of the said diversion or continuation of road to be made by the Company as aforesaid; and the Company shall not make over or into the said property No. 86 the "proposed diversion of footpath" so described on the said plans.

Burton Town Commissioners to be deemed a gas company within

15. The provisions of "The Railways Clauses Consolidation Act, 1845," relating to alteration of gas pipes and interference with gas supply by the Company, contained in sections 18, 19, 20, 21, 22, and 23 of that Act, shall extend and apply to the commissioners

for executing "The Town of Burton-upon-Trent Act, 1853," as if the said commissioners were a gas company within the meaning of the same sections.

meaning of "Railways Clauses Consolidation Act, 1845."

16. The powers of this Act with respect to the purchase and acquisition of lands otherwise than by agreement for the purposes of railways Nos. 6, 7, and 14, herein-after referred to as the three railways, and with respect to the making and maintaining of those railways, shall, unless with the previous consent of the Midland Railway Company, herein-after called "the Midland Company," in writing under their common seal, be exercised only subject to and in accordance with the following provisions:

For protection of Midland Railway Company.

(1.) The Company shall not, without in every case the previous consent of the Midland Company, take, use, enter upon, or interfere with any land, railway, siding, tramway, canal, towing-path, or other work from time to time belonging to or leased or worked by that company (all which matters are herein-after included in the expression "the Midland Railway"), except only so far as shall be necessary for the purpose of making and maintaining the three railways as same are according to this Act to be constructed:

Company to acquire easement only.

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

Protecting Midland Railway.

(3.) Railway No. 6 shall be so constructed as not to occasion any alteration of or prejudicial interference with the railway known as the Cinder Hill Colliery Railway, or any of the works connected therewith, or so as to interrupt or impede the free communication and passage of traffic between the last-mentioned railway and the railway of the Midland Company:

(4.) The centre line of railway No. 7 shall be diverted to the eastward of the centre line of that railway as delineated on the deposited plans in the line and direction and to the extent shown on the plan signed in duplicate by Henry Oakley on behalf of the Company, and James Allport on behalf of the Midland Company:

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(5.) Railway No. 7 shall be carried over the Erewash Canal of the Midland Company by means of a girder bridge having two openings only over the water and towing-path of the canal, each of such openings having a clear span of not less than forty feet. The plans, sections, and specifications of the bridge and works connected therewith shall be subject to and in accordance with the reasonable approval of the engineer of the Midland Company:

(6.) Railway No. 14 shall be diverted from the line thereof as shown on the deposited plans so far as may be necessary for the purpose of effecting the junction of that railway with the Hay Branch of the Midland Company at the point and in the line and direction shown upon the plan signed by Henry Oakley on behalf of the Company, and James Allport on behalf of the Midland Company:

Plans, &c. of works to be approved.

(7.) The three railways and the works connected therewith, where the same respectively will be made upon or across or will otherwise interfere with the Midland Railway, shall, subject to the foregoing provisions of this enactment, be constructed according to plans, sections, and specifications to be previously approved by the principal engineer for the time being of the Midland Company, who shall report thereon within one month after the same shall have been submitted to him; and any difference thereon between him and the principal engineer for the time being of the Company shall, subject as aforesaid, be determined by arbitration in the manner herein-after provided:

Protecting Midland Railway.

Rails not to be disturbed.

(8.) Except so far as may be necessary for the purpose of effecting the junction of railway No. 14 with the Midland Railway, the Company shall not remove, disturb, or otherwise interfere with any of the rails of the Midland Company, or any traffic thereon, and any rails so removed, disturbed, or otherwise interfered with shall forthwith be restored and made good by the Company, and at their expense, to the reasonable satisfaction in all respects of the engineer of the Midland Company:

Traffic not to be obstructed.

(9.) The Company shall not in any manner in the execution of any of their works obstruct or interfere with the free, uninterrupted, and safe use of the Midland Railway or any traffic thereon:

Company to pay costs of inspection

(10.) The Company shall bear, and on demand pay to the Midland Company, the expense of the employment by that

company during the execution of any work affecting the Midland Railway of a sufficient number of inspectors, watchmen, and signalmen to be appointed by that company for watching and signalling the same with reference to and during the execution of any such work of the Company, and for preventing as far as may be all interference, obstruction, danger, and accident from any of the operations or from the acts or defaults of the Company or their contractors, or any person in the employ of the Company or of their contractors, with reference thereto or otherwise : during progress of works.

(11.) If by reason of the execution of any of the works of the Company, or of the failure of any of those works, or by reason of any act or default of the Company or their contractors, or of any person in the employ of the Company or their contractors, the Midland Railway shall be injured or damaged, such injury or damage shall be forthwith made good by the Company at their own expense, or in the event of their failing so to do, then the Midland Company may make good the same and recover the expense thereof with full costs against the Company in any court of competent jurisdiction ; and if any interruption shall be occasioned to the traffic of or upon the Midland Railway by reason of any of the matters or causes aforesaid, the Company shall pay to that company all costs and expenses to which that company may be put, as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption, such costs, expenses, and compensation to be recoverable with full costs by that company from the Company in any court of competent jurisdiction : Protecting Midland Railway.

(12.) The Company shall at all times maintain the bridges, arches, openings, or other works by which their railways are carried into, under, or over the Midland Railway in substantial repair and good order and condition, to the reasonable satisfaction in all respects of the engineer of that company ; and if and whenever the Company fail so to do, the Midland Company may make and do, in and upon as well the lands of the Company as their own lands, all such works and things as that company may reasonably think requisite in that behalf, and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall, subject to

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the arbitration herein-after provided for, be repaid to them by the Company, and in default of repayment may be recovered with costs by the Midland Company from the Company in any court of competent jurisdiction:

Signals, &c. at junctions.

(13.) The Midland Company may from time to time, either on their own lands or on the lands of the Company, erect such signals and conveniences incident to the junction of railway No. 14 with the Midland Railway, and may from time to time appoint and remove such watchman, switchman, or other persons as may be necessary for the prevention of danger to or interference with the traffic at and near the said junction. The working and management of such signals and conveniences, wherever situate, shall be under the exclusive regulation of the Midland Company, and all expenses of erecting and maintaining, and if necessary of altering from time to time those signals and conveniences (unless such alterations shall be made for the convenience of the Midland Company), and of employing those watchmen, switchmen, and other persons, and all incidental current expenses, shall at the end of every half year be repaid by the Company to the Midland Company, and in default thereof may be recovered from them with full costs of suit in any court of competent jurisdiction:

Protecting Midland Railway.

(14.) The foregoing provisions of this section shall be read and construed as in addition to and not in substitution for the provisions of Part III. of "The Railway Clauses Act, 1863," with respect to junctions:

Arbitration.

(15.) If any difference shall arise between the Company and the Midland Company as to the true intent and meaning of the foregoing provisions of this section, or as to the mode of giving effect thereto respectively, or the reasonableness of any demand made by the Midland Company by virtue thereof, every such difference shall be from time to time determined by arbitration in the manner prescribed by "The Railways Clauses Consolidation Act, 1845," with respect to the settlement of disputes by arbitration.

For protection of the mayor, aldermen, and burgesses of the borough of Bradford.

17. For the protection of the mayor, aldermen, and burgesses of the borough of Bradford, herein called the corporation, the following enactments shall be observed:

1. Before the Company stop up the aforesaid footpath in the township of Manningham, they shall dedicate to the public

a strip of land, containing in the whole 1,350 superficial yards, for widening and improving Thornton Road and Preston Street along the entire frontage of the property acquired by the Company for their station and goods yards at the said road and street, such widening and improvement to be made according to a plan to be settled as herein-after mentioned in reference to a plan respecting the Bradford Beck:

2. The Company shall within twelve calendar months from the passing of this Act pay to the corporation the sum of one thousand five hundred pounds towards the expenses to be incurred by them in and about the widening and improvement of the said road and street, and laying down a causeway on the south side of such road and street in front of the Company's intended station and goods yards:

3. If the Company shall in the execution of the works or any of them alter, cover, or interfere with the Bradford Beck, or any part thereof, the same shall be done in accordance with a plan and section to be agreed on between the engineers of the Company and the corporation. In the event of the said engineers differing in opinion, the matter with respect to which they differ shall be referred to and executed according to the decision of an umpire appointed by them, and failing agreement as to such appointment, by an engineer appointed on the application of the Company or the corporation by the Board of Trade. The cost of such proceedings shall be in the discretion of the umpire.

Power to cross certain roads on the level.

18. Subject to the provisions in "The Railways Clauses Consolidation Act, 1845," and in Part I. (relating to the construction of a railway) of "The Railways Clauses Act, 1863," contained in reference to the crossing of roads on the level, and subject also to the consent of the Spalding Improvement Commissioners, as hereinbefore provided, the Company may in the construction of the railways carry the same with a double line only across and on the level of the roads next herein-after mentioned; (that is to say,)

No. on deposited Plan.	Parish.	Description of Road.
9	Spalding - - -	Public highway.
31	Do. - - -	Do.

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Power to purchase additional lands.

19. Subject to the provisions of this Act the Company, in addition to the lands which they are by this Act authorised to acquire for the purposes herein-before described, may enter upon and take for the purposes of their undertaking the lands herein-after described, which are delineated on the deposited plans and described in the deposited books of reference; (that is to say,)

Lands in the parish of Tottenham, in the county of Middlesex, on the west side of the railway and the Wood Green Station of the Company, adjoining one of the reservoirs of the New River Company on the north-west side thereof;

Lands in the parish of South Mimms, in the county of Middlesex, on both sides of the railway of the Company at the Potter's Bar Station;

Lands in the parish of St. Andrew-the-Less, in the county of Cambridge, lying between Hills Road and Station Road, and abutting on Foster's Corn Depôts adjoining the Great Eastern Railway and Station, but not without the consent of the Great Eastern Railway Company under their common seal, so far as relates to lands belonging to or held under lease by that company;

Lands in the parish of Offord Cluny, in the county of Huntingdon, on the south-east side of the Great Northern Railway at the Offord Station of the Company;

Lands in the parish of St. Mark's, Peterborough, in the county of Northampton, lying on the south-west side of a road known as Black Piece Road, and abutting upon the north-west side of certain land which belongs to the Company and abuts upon the Midland Railway;

Lands in the parish of Helpstone, in the county of Northampton, on the east side of the railway of the Company, and on the south side of the road leading from Glinton to Helpstone;

Lands at Aslackton, in the county of Nottingham, on both sides of the Nottingham and Grantham Railway of the Company, and near the Aslackton Station;

Lands in the parish of Ratcliffe and county of Nottingham, on the south side of the said Nottingham and Grantham Railway, and of the Ratcliffe Station of the Company;

Lands in the parish of Bardney, in the parts of Lindsey, in the county of Lincoln, on the south-west side of the railway, and of the Bardney Station of the Company;

Lands in the parish of Newark, in the county of Nottingham, on the east side of the Newark Station of the Great Northern Railway, and to the south of the turnpike road leading from Newark to Lincoln;

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Lands at Doncaster, in the township of Balby-with-Hexthorpe, in the parish of Doncaster, in the West Riding of the county of York, on the north-east side of the Great Northern Railway between the posts indicating 154¾ and 155 miles from London;

Lands at Alverthorpe, in the township of Alverthorpe and parish of Wakefield, in the said West Riding, on the Ossett branch of the Great Northern Railway, and of the Alverthorpe Station, and east of the public road from Wakefield to Alverthorpe;

Lands at Morley, in the township of Morley and parish of Batley, in the said West Riding, on the south-west side of the Morley Station, and south of the Ardsley branch of the Great Northern Railway;

Lands at Birkenshaw, in the township of Tong, in the parish of Birstal, in the said West Riding, situate on both sides of the Great Northern Railway at Birkenshaw, and to the south-east of the road leading from Tong to Birkenshaw;

Lands at Armley, in the township of Armley, in the parish of Leeds, and in the said West Riding, on both sides of the Great Northern Railway, and of the Armley Station of the Company;

Lands at Bramley, in the township of Bramley and the parish of Leeds, in the said West Riding, on both sides of the Great Northern Railway, at the Bramley Station thereof;

Lands in the township and parish of Bradford, in the said West Riding, numbered respectively on the said deposited plans for the said township and riding 1, 10, 11, and 12, situate on the south side of the Great Northern Railway near the Laister Dyke Station, and lying between Plaintree Lane and Birkshall Lane;

Lands at Stanningley in the said West Riding, at or near the Stanningley Station, and on the north side of the railway of the Company;

Lands in the township of Soothill, in the parish of Dewsbury, in the said West Riding, near the station at Earlsheaton now in course of construction, and lying between the Ossett and Dewsbury branch of the Great Northern Railway authorised by "The Great Northern Railway Act, 1871," and the public highway called Town Street;

Lands near the Boston Goods Station on the west side of the Great Northern Railway, and south of the junction therewith of the Sleaford branch; and the Company may stop up any footpath over the said lands, and extinguish all rights of way in or over the same.

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Extending to this Act section 13 of the Great Northern Railway (Various Powers) Act, 1872.

20. Section 13 of "The Great Northern Railway (Various Powers) Act, 1872," for protection of sewers of Metropolitan and other boards, shall be incorporated with this Act, and shall be deemed to form part thereof, and to apply to the works hereby authorised in the parishes of Saint Pancras and of Saint Mary, Islington.

Local rates to be made good in the parish of St. Pancras.

21. While the Company are possessed under the authority of this Act of any lands, houses, buildings, or other property assessed or liable to be assessed to any parochial or other general or special rate, and until any works to be constructed under the authority of this Act in the parish of St. Pancras are so far completed as to be assessed or liable to be assessed to an amount equal to or greater than the aggregate amount of the gross rateable value of the same lands, houses, buildings, and property in a rate made on the 10th day of October 1873, the Company shall be liable to make good the deficiency in the assessment for such rates by reason of such lands, houses, buildings, or other property being taken or used by them for the purposes of this Act, and the deficiency shall be computed according to the rental at which such lands, houses, buildings, and property respectively are rated in the said rate.

Lands for extraordinary purposes.

22. The quantity of land to be taken by the Company by agreement under the powers of this Act for the extraordinary purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed twenty acres.

Period for compulsory purchase of lands.

23. 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.

Notice to be given of taking houses of labouring classes.

24. The Company shall, not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partly by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, handbills, or other general notice placed in public view upon or within a reasonable distance from such houses, and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that they have so made known their intention.

Power to take easements, &c. by agreement.

25. Persons empowered by "The Lands Clauses Consolidation Act, 1845," to sell and convey or release lands may, if they think fit, subject to the provisions of that Act and of "The Lands Clauses Consolidation Acts Amendment Act, 1860," and of this Act, grant to the Company any easement, right, or privilege required for the

purposes of this Act in, over, or affecting any such lands; and the provisions of the said Acts with respect to lands and rentcharges, so far as the same are applicable in this behalf, shall extend and apply to such grants and to such easements, rights, and privileges as aforesaid respectively.

Railways as to tolls, &c. to form part of original railway.

26. The Company may demand and take in respect of the railways the same tolls and charges as they are authorised to receive for and in respect of the Great Northern Railway, as if the said railways were part of that undertaking, and the said railways shall in all respects be deemed parts of the Great Northern Railway.

Extension of time for purchase of land for Dewsbury line and extension.

27. The powers granted to the Company by "The Great Northern Railway Act, 1871," and "The Great Northern Railway (Various Powers) Act, 1872," for the compulsory purchase of lands for the purpose of the Dewsbury line and extension are hereby extended, and shall continue in force until the 24th day of July 1876.

Extension of time for completion of Dewsbury line and extension.

28. The time granted by the 21st section of "The Great Northern Railway Act, 1871," and by the 20th section of "The Great Northern Railway (Various Powers) Act, 1872," for the completion of the Dewsbury line and extension is hereby extended until the 24th day of July 1877, and the 21st and 22nd sections of "The Great Northern Railway Act, 1871," and the 20th and 21st sections of "The Great Northern Railway (Various Powers) Act, 1872," so far as they apply to the Dewsbury line and extension, are hereby repealed, and if the Dewsbury line and extension are not completed within such extended period the powers of the Company for making and completing the said line and extension, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Imposing penalty unless railways opened.

29. If the Company fail within the periods limited by this Act for that purpose to complete the railways which they are hereinbefore authorised to construct or complete, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway in respect of which such default has been made is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of such railway, and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, or by the Solicitor of Her Majesty's Treasury, and in the same manner as the penalty provided in section three of "The Railway and Canal

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Traffic Act, 1854," and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster General on behalf of the Court of Chancery in England in the bank specified in such warrant or order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening such railway by unforeseen accident or circumstances beyond their control; provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty.

30. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the "London Gazette" shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway in respect of which default has been made as aforesaid, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property for the purpose of such railway conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid, in such manner and in such proportions as to the Court of Chancery in England may seem fit, and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer, in such manner as the Court of Chancery in England thinks fit to order on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the Court, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver, or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Period for completion of railways.

31. The railways hereby authorised shall be completed within five years from the passing of this Act, and if the said railways shall not be completed within that period, then on the expiration thereof the powers by this Act granted to the Company for making and completing the railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

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

32. The abandonment by the Company of the portion of the railway (No. 1) authorised by the said "Great Northern Railway (Derbyshire and Staffordshire) Act, 1872," which is by this Act authorised to be abandoned, shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out of the line of the said portion of railway, and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the Company for the purpose of such portion of railway to receive compensation for such temporary occupation, or for any loss, damage, or injury which may have been sustained by such owner or occupier by reason thereof, or of the exercise as regards such land of any of the powers contained in "The Railways Clauses Consolidation Act, 1845," or the "Great Northern Railway (Derbyshire and Staffordshire) Act, 1872."

Compensation to be made in respect of portions of railway abandoned.

33. Where before the passing of this Act any contract may have been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portion of the said railway No. 1 so authorised to be abandoned, the Company shall be released from all liability to purchase or to complete the purchase of any such lands, but, notwithstanding, full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice, and the amount and application of the compensation shall be determined in manner provided by "The Lands Clauses Consolidation Act, 1845," as amended by any subsequent Act, for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Court of Chancery may order repayment of deposit moneys.

34. The Court of Chancery may at any time after the passing of this Act order that any funds, Exchequer bills, securities, or money standing in the name or to the credit of the Paymaster General on account of that court in respect of the application for "The Edgware,

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Highgate, and London Railway Act, 1864," and "The Edgware, Highgate, and London Railway (Extension to Barnet) Act, 1866," and any dividends or interest which may have accrued upon any of such funds, bills, securities, or moneys, shall be transferred and paid to the Company, or to such person or persons as the Company may appoint in that behalf, and on such order being made the said funds, bills, securities, and moneys, with the dividends or interest thereon, shall be so transferred and paid.

Power to use part of North Staffordshire Railway.

35. The Company may run over and use, with their engines and carriages, and with their clerks, officers, and servants, and for all purposes of their traffic, the following portions of the undertaking of the North Staffordshire Railway Company; namely,

1. So much thereof as lies between the Egginton Station and the junction of the Churnet Valley line with the Tutbury and Burton line near Marston on the Dove;
2. So much thereof as lies between the said junction and the junction of the said Tutbury and Burton line with the Midland Railway at Burton-upon-Trent;
3. And also so much thereof as lies between Stretton Junction and the junction of the North Staffordshire Railway with the Hay Branch of the Midland Railway near Hawkins Lane at Burton-upon-Trent;

together with the stations, watering-places, booking-offices, warehouses, landing-places, sidings, works, and conveniences connected with the said portions of the undertaking of the North Staffordshire Railway Company.

Terms of user.

36. The tolls to be paid by the Great Northern Railway Company for the said use of the said portions of the North Staffordshire Railway shall, if not otherwise agreed between the two Companies, be the tolls authorised by "The North Staffordshire Railway Act, 1847," to be demanded by the North Staffordshire Railway Company for the use of their railway.

Byelaws to be observed.

37. In using or traversing the said portions of railway, and in using the stations and conveniences thereof, in accordance with the provisions herein-before mentioned, the Company shall at all times observe the regulations and byelaws for the time being in force on the undertaking so used, so far as such byelaws shall be applicable to the Company.

Company may apply their funds towards purposes of Act, and may

38. It shall be lawful for the Company to apply towards the construction of the railways and works hereby authorised any of the moneys which they are already authorised to raise, and which may not be required by them for the purposes for which the same

were authorised to be raised, and the Company may, for the same purposes, and for the general purposes of their undertaking, from time to time raise, in addition to the sums of money which they are already authorised to raise, any further capital not exceeding in the whole seven hundred and fifty thousand pounds, by the creation and issue, at their option, of new ordinary shares or stock, or new preference shares or stock, or wholly or partly by any one or more of those modes respectively, which shares or stock shall form part of the general capital of the Company.

raise additional capital.

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

Shares not to vest until one fifth part paid up.

40. The proprietors of any shares or stock to be issued under the authority of this Act shall be entitled to such number of votes in respect thereof as the nominal amount represented thereby would have entitled them to if the same had been original shares or stock of the Company.

As to votes of proprietors of such shares.

41. Any capital which the Company may have power to create in shares or stock by virtue of this Act, or of any other Acts passed in the present session of Parliament, may be comprised in any scheme for the consolidation of stock authorised by "The Great Northern Railway (Various Powers) Act, 1872."

Providing for consolidation of stock.

42. The Company may, in respect of the additional capital of seven hundred and fifty thousand pounds which they are by this Act authorised to raise, from time to time borrow on mortgage any sum not exceeding in the whole two hundred and fifty thousand pounds, but no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted, and one half of such capital is paid up, and the Company have proved to the justice who is to certify under the 40th section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that shares for the whole of such capital have been issued and accepted, and that one half of such capital has been paid up, and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, or until stock for one half of so much of the said additional capital as is to be raised by means of stock is fully paid up, and the Company have proved to such justice as aforesaid, before he so certifies, that such shares or stock, as the case may be, were issued and accepted bonâ fide, and are held by the persons or corporations

Power to borrow.

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to whom the same were issued, or their executors, administrators, successors, or assigns, and also, if the said capital is raised by shares, that such persons or corporations, or their executors, administrators, successors, or assigns, are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which certificate shall be sufficient evidence thereof.

Existing mortgages to have priority.

43. All mortgages granted by the Company in pursuance of any Act of Parliament, and which shall be subsisting at the time of the passing of this Act, shall during the continuance of such mortgages have priority over any mortgages to be granted by virtue of this Act; but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Debenture stock.

44. The Company may create and issue debenture stock, subject to the provisions of Part III. of "The Companies Clauses Act, 1863;" but, notwithstanding anything therein contained, the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Application of sums raised under this Act.

45. All and every part of the sums of money which the Company are by this Act authorised to raise by new shares or stock, or by borrowing, shall be applied only to the purposes authorised by this Act.

Superannuation fund.

46. The committee appointed in pursuance of the 42nd section of "The Great Northern Railway (Various Powers) Act, 1872," for the purpose of preparing a scheme for the establishment of a fund for the payment of superannuation and other retiring allowances to the salaried and other officers and servants of the Company, may, in addition to the matters provided for in the said section, determine upon the following things:

(1.) That the persons to be benefited by the said fund may be divided into two or more classes, according to the amount of salary, or according to such other conditions as the committee shall determine, power being reserved by the scheme to remove any contributor from the one class to the other; provided that no such removal shall place the contributor in a worse position in respect of his past

contributions than he would have occupied if the removal had not been made:

(2.) That the representatives of any contributor to the fund who shall have died before he became entitled to a superannuation allowance may be entitled to receive not only a proportion of the contribution of such persons respectively to the fund, but also a proportion of the sums contributed by the Company to the fund down to the time of such death:

(3.) That instead of the payment of a superannuation allowance to any person who shall become entitled thereto, a gross sum may be paid to him:

(4.) That the managing committee may from time to time, upon the advice of the actuary to the said fund, and with the consent of the directors, modify the rules and regulations of the fund, and the conditions upon which persons may after such modification contribute thereto.

As to contribution by Company to the fund.

47. The consent of a general meeting of the Company provided for in the 43rd section of the said Act shall not be requisite at the end of each and every half year after the establishment of the superannuation fund to enable the directors to contribute to the said fund; but the consent of one such meeting shall be sufficient to authorise the directors thenceforth to contribute towards the fund half yearly out of the revenues of the Company such sums as that general meeting shall determine; provided that due notice of the intention to apply for such consent has been given in the advertisements and circular convening the meeting.

Exempting contributors from the Companies Acts, 1862 and 1867.

48. The contributors to the superannuation fund, and the persons to be benefited by the said fund, shall not be deemed to be a company, association, or partnership within the meaning of "The Companies Clauses Acts, 1862 and 1867."

Interest not to be paid on calls paid up.

49. The Company shall not, out of any money by this Act authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him: Provided always, that this Act shall not prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

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

50. The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in

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force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Railways not exempt from provisions of present and future general Railway Acts.

51. Nothing in this Act contained shall exempt the Company or the railways from the provisions of any general Act relating to railways, or to the better and more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges or of the rates for small parcels.

Expenses of Act.

52. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

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