ANNO DECIMO SEPTIMO & DECIMO OCTAVO

VICTORIÆ REGINÆ.

****

Cap. cxliii.

An Act for making a Railway from *Horncastle* in *Lincolnshire* to the *Kirkstead* Station of the *Great Northern* Railway. [10th *July* 1854.]

WHEREAS the Construction of a Railway from *Horncastle* in the Parts of *Lindsey* in *Lincolnshire* to the *Kirkstead* Station of the *Great Northern* Railway, also in the Parts of *Lindsey* aforesaid, would be of great public Advantage: And whereas a Plan and Section of the Railway, showing the Line and Level thereof, with a Book of Reference to the Plan, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and of the Occupiers of the Lands through which the said Railway will pass, have been deposited with the Clerk of the Peace for the said Parts of *Lindsey*: And whereas the Railway will not exceed Eight Miles in Length, and the same may be worked most conveniently and profitably by the *Great Northern* Railway Company: And whereas the Persons herein-after named, with others, are willing, at their own Expense, to construct the Railway, but they cannot do so 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

The Horncastle Railway Act, 1854.

Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

8 & 9 Vict. cc. 16. 18. and 20. incorporated.

I. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," shall be incorporated with and form Part of this Act.

Short Title.

II. In citing this Act for any Purpose it shall be sufficient to use the Expression "The *Horncastle* Railway Act, 1854."

Subscribers incorporated.

III. Sir *Henry Dymoke* Baronet, *James Banks Stanhope* Esquire, M.P., Sir *Montague John Cholmeley* Baronet, *William Martin* Esquire, *Robert Cracroft* Esquire, *Weston Cracroft* Esquire, *John Hassard Short* Esquire, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway, and such Company shall be incorporated by the Name of "The *Horncastle* Railway Company," and by that Name shall be a Body Corporate with perpetual Succession, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, within the Restrictions herein and in the said Acts contained.

Capital.

IV. The estimated Cost of the Railway being Forty-five thousand Pounds, the Capital of the Company shall be Forty-eight thousand Pounds.

Shares.

V. The Number of Shares into which the Capital shall be divided shall be Four thousand eight hundred, and the Amount of each Share shall be Ten Pounds.

Calls.

VI. Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Two Months at the least shall be the Interval between successive Calls, and Two Third Parts of the Amount of a Share shall be the utmost aggregate Amount of Calls to be made in any One Year upon any Share.

Power to borrow on Mortgage.

VII. The Company may borrow on Mortgage or Bond any Sums not exceeding in the whole the Sum of Thirteen thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Forty-eight thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up.

VIII. The

Application of Monies.

VIII. The Monies by this Act authorized to be raised, whether by Shares, Mortgage, or Bond, shall be applied only in carrying into execution the Objects and Purposes of this Act.

Arrears may be enforced by Appointment of a Receiver.

IX. The Mortgagees of the Company may enforce the Payment of the Arrears of Interest or the Arrears of Principal and Interest due on such Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of such Receiver in the event of the Principal Monies due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than Two thousand Pounds in the whole.

First and other Meetings.

X. The First Ordinary Meeting of the Company shall be held within Three Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *March* and *September* in every Year.

Number and Qualification of Directors.

XI. Subject to the Provisions herein contained for reducing the Number of the Directors, the Number of Directors shall be Eight, and the Qualification of a Director shall be the Possession in his own Right of Twenty Shares in the Undertaking.

Power to reduceNumber of Directors.

XII. It shall be lawful for the Company from Time to Time to reduce the Number of Directors, provided that the Number shall never be less than Four.

First Directors to continue in Office until First Meeting after passing of Act.

XIII. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act; and at such Meeting the Shareholders present personally or by Proxy may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body; and at the First Ordinary Meeting to be held in every Year thereafter, the Shareholders present personally or by Proxy shall elect Persons to supply the Places of the Directors then retiring from Office agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," and in this Act mentioned; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead, in manner provided by "The Companies Clauses Consolidation Act, 1845," and by this Act, or either of them.

First Directors of Company.

XIV. The said Sir *Henry Dymoke* Baronet, *James Banks Stanhope*, *William Martin* and *William Bernard Wingate*, and *Timothy*

Timothy Collinson, *John Armstrong* the younger, *Henry Boulton*, and *Robert Edwin Kemp*, shall be the First Directors of the Company.

Quorum.

XV. A Quorum of a Meeting of Directors shall be Three.

Power to make Railway according to deposited Plan

XVI. It shall be lawful for the Company, subject to the Provisions in this and the recited Acts contained, to make and maintain the Railway, with all proper Works, Approaches, and Stations, in the Line and upon the Lands delineated on the said Plan and described in the said Book of Reference, and according to the Levels described on the said Section; and the Company may enter upon, take, and use such of the said Lands as shall be necessary for such Purposes.

Describing the Line of Railway.

XVII. The Railway shall commence in the Parish of *Horncastle*, on the South Side of the Road leading from *Horncastle* to *Langton*, and terminate by a Junction with the *Great Northern* Railway in or near to the *Kirkstead* Station of the same Railway.

Certain Roads may be crossed on a Level.

XVIII. The following public Roads, being numbered on the deposited Plan as follows, may be crossed by the Railway on the Level; that is to say,

Nos. 26, 44, 51, 92, 101, and 113, in the Parish of *Thornton*, and No. 5 in the Parish of *Martin*.

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

XIX. For the greater Convenience and Security of the Public, the Company shall erect and permanently maintain either a Station or Lodge at the Points where the before-mentioned Roads shall be crossed on a Level, and the Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Board of Trade; and if the Company shall fail to erect or at all Times to maintain any such Station or Lodge, or to 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.

Board of Trade may require Bridge instead of level Crossings.

XX. The Board of Trade (if it shall appear to them necessary for the Public Safety at any Time, either before or after the Railway hereby authorized to be made shall have been completed and opened for public Traffic,) may require the Company, within such Time as the Board of Trade shall direct, and at the Expense of the Company, to carry any or either of the herein-before mentioned Roads either under

or

or over the Railway by means of a Bridge or Arch, instead of crossing the same on a Level, or to execute such other Works as under the Circumstances of the Case shall appear to the said Board of Trade the best adapted for removing or diminishing the Danger arising from any such level Crossing.

Land for extraordinary Purposes.

XXI. The Quantity of Land to be taken by the Company for extraordinary Purposes shall not exceed Seven Acres.

Powers for compusory Purchase of limited.

XXII. The Powers by this Act conferred for the compulsory Purchase of Lands shall not be exercised after the Expiration of Two Years from the passing of this Act.

Period for Completion of Works.

XXIII. The Railway shall be completed within Four Years from the passing of this Act, and on the Expiration of such Period the Powers by this or the said recited Acts granted to the Company for executing the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall then be completed.

Deposits in Court of Chancery to be forfeited to the Crown in a certain Event.

XXIV. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, a Sum of Three thousand three hundred and seventy-five Pounds, being One Tenth Part of Three Fourths of the Amount of the Estimate of the Expense of the Railway authorized by this Act, has been deposited with the Court of Chancery in *England*, pursuant to the same Act, in respect of the Application to Parliament for this Act: Be it enacted, That, notwithstanding anything contained in the said last-recited Act, the said Sum of Three thousand three hundred and seventy-five Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivor or Survivors of them, unless the said Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railway hereby authorized to be made, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the said Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the said Company shall either have

opened the said Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided that, at any Time after the passing of this Act, if a Bond in twice the Amount of the said Sum of Three thousand three hundred and seventy-five Pounds shall have been executed by the said Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of and such Surety or Sureties to be approved by the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Three thousand three hundred and seventy-five Pounds, if the said Company shall not, within the Time limited for the Completion of the said Railway, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the said Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Moneys to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money and the Interest or Dividends thereof would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Communication with Great Northern

XXV. The Communication between the Railway and the *Great Northern* Railway, and all such Openings in the Ledges or Flanches of that Railway as may be necessary or convenient for effecting such Com-

Communication, shall be made at the Cost of the Company under the Direction and Superintendence of the principal Engineer for the Time being of the *Great Northern* Railway Company, and in case of any Difference arising as to the Mode of effecting such Communication, then the same shall be determined by a Referee to be appointed, at the Cost of the Company, by the Board of Trade, on the Application of either Company.

Railway to be made under the Directions of the Engineer of that Railway.

XXVI. Nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to take or enter upon any of the Lands belonging to the *Great Northern* Railway Company, or to alter, vary, or interfere with the *Great Northern* Railway, or any of the Works thereof, further or otherwise than is necessary for the convenient Junction and Intercommunication between that Railway and the Railway hereby authorized, without the Consent in Writing of the *Great Northern* Railway Company in every Instance for that Purpose first had and obtained.

Not to interfere with Works of Great Northern Railway Company without Consent;

XXVII. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the said last-mentioned Company, otherwise than is herein expressly provided.

nor to prejudice Rights of that Company.

XXVIII. When the Railway (including a Station at *Horncastle*, and the Works at the Junction of the Railway with the *Great Northern* Railway at the *Kirkstead* Station,) shall be completed to the reasonable Satisfaction of the principal Engineer for the Time being of the *Great Northern* Railway Company, and shall be ready to be opened for public Traffic, the last-named Company shall immediately and for Ten Years thereafter, at their own Expense, efficiently work the Railway, and indemnify the Company against all Liabilities, Loss, Costs, Charges, Damages, and Expenses, Claims and Demands, of every Kind, in any Manner connected with or arising out of the working of the Railway, and shall provide all necessary Engines, Carriages, Trucks, and Waggons, and all other Plant, Stores, and Materials, and shall appoint and remunerate all necessary Clerks, Porters, Gatekeepers, and other Officers and Servants for the efficient working of the Railway, and shall duly and efficiently convey all Passengers, Goods, Cattle, and other Matters thereon; and the *Great Northern* Railway Company shall receive from Time to Time the Tolls and Charges to be demanded and received in respect of the Railway, subject to the Provisions of this Act, and shall pay all the Rates, Taxes, and other Outgoings affecting the Railway and the Stations and Works connected therewith, and shall run Three Passenger Trains at the least to and fro each Day from End to End of the said Railway, excepting on *Sundays*, when they are only required to run

Railway to be worked by the Great Northern Railway Company.

run One Passenger Train to and fro; provided always, that during the Fairs at *Horncastle*, and on other special Occasions, the *Great Northern* Railway Company shall run at the least as many Passenger Trains to and fro as One sufficient Engine can safely convey; and the *Great Northern* Railway Company shall have the Power to fix and determine at what Stations on the Railway the said Trains so required to be run by the *Great Northern* Railway Company shall stop, and with which of the *Great Northern* Railway Company's Trains they shall be connected.

Payments to Company by Great Northern Railway Company.

XXIX. From and after the Time when the *Great Northern* Railway Company shall commence working the Railway they shall keep an Account of the Receipts derived from the Railway, and shall pay to the Company such Parts and Proportions of the same Receipts as are mentioned and prescribed in the Schedule to this Act annexed, and shall make such Payments from Time to Time within Twenty-one Days after the Expiration of each Month; and the *Great Northern* Railway Company shall deliver, on or before the Fifteenth Day of *January*, *April*, *July*, and *October* in every Year, a full and true Account of all the Receipts and Disbursements connected with the Undertaking during the Three Months ending on the last Day of the Month preceding the Delivery of such Account.

Horncastle Company may inspect Books of Great Northern Railway Company.

XXX. It shall be lawful for the Company to appoint from Time to Time a competent Accountant to inspect the Accounts of the *Great Northern* Railway Company touching the Traffic of the Railway in order to ascertain the Amount of the Receipts to a Share of which the Company are entitled, and the Company shall communicate under their Common Seal to the Secretary of the *Great Northern* Railway Company the Name of the Person so from Time to Time appointed, and the said Person so appointed shall have Power to inspect once a Month at all reasonable Times of the Day and make Extracts from all Books, Vouchers, Station Returns, and other Documents touching the Traffic on the Railway; and if the *Great Northern* Railway Company shall refuse to produce or shall wilfully withhold any such Books, Vouchers, Returns, or other Documents, they shall forfeit for every such Offence a Sum not exceeding Fifty Pounds.

Remedy for Non-payment.

XXXI. If for Twenty-one Days after the First Day of each Month, and after Demand thereof in Writing delivered or addressed to the Secretary of the *Great Northern* Railway Company, and left at the principal Office of that Company in *London*, the *Great Northern* Railway Company shall neglect or refuse to pay to the Company the Money then due and payable to them, the Company may recover the Sum so due, with all the Costs, Charges, and Expenses attending or incident to the Demand and Recovery thereof, either by Action or Suit in any Court

Court of competent Jurisdiction, or by Distress (in the Nature of Distress for Rent) of any Goods, Chattels, or Effects of the *Great Northern* Railway Company, which may be found within the Limits of the *Horncastle and Kirkstead* Railway.

As to Renewal of Agreement.

XXXII. It shall be lawful for the Board of Trade from Time to Time after the Expiration of the said Term to continue the Arrangement provided by this Act as between the *Great Northern* Railway Company and the Company hereby incorporated, upon the Application of the last named Company, notwithstanding the Refusal of the *Great Northern* Railway Company, and it shall be lawful for the said Board to vary the said Agreement with the Concurrence of both Companies.

As to Arbitrations.

XXXIII. If any Difference shall arise between the Company and the *Great Northern* Railway Company, concerning the Receipts or Share of the Receipts to which the Company shall or may be entitled, or touching the Conduct and Management of the Undertaking, or the Tolls or Charges imposed or charged, or omitted to be imposed or charged, by the *Great Northern* Railway Company with respect to the Traffic of the Undertaking, or concerning the Time of the Trains, or touching the Byelaws, Rules, and Regulations to be made by the Company, or concerning any of the Provisions of this Act, or the Subject Matters of those Provisions, or the Matters contained in any Agreement which may hereafter be made between the Two Companies, the Matter in difference shall from Time to Time be referred to Arbitration in the Manner prescribed in "The Companies Clauses Consolidation Act, 1845," for the Settlement of Disputes by Arbitration.

As to Lands purchased of Sir Henry Dymoke.

XXXIV. And whereas certain Lands in the Parish of *Thornton* in the said Parts of *Lindsey*, on the Line of and which will be required for the said Railway hereby authorized, now stand limited to the Use of the said Sir *Henry Dymoke* Bart., and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Use of the First and other Sons of the said Sir *Henry Dymoke* in Tail Male, with Remainder to the Use of the Rev. *John Dymoke* and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of the First and other Sons of the said *John Dymoke* in Tail Male: Be it enacted, That it shall be lawful for the said Sir *Henry Dymoke*, or other the Person or Persons who for the Time being would have Power under any of the said recited Acts or this Act, or otherwise, to sell and convey the said last-mentioned Lands, to sell and convey the same to the Company hereby incorporated, in consideration of an annual Rentcharge payable by the same Company in lieu of a gross Sum, which Rentcharge shall comprise Compensation as well for

the Value of the Land taken as for all Damage done to the remaining Estate of the said Sir *H. Dymoke* or other the Person or Persons aforesaid occasioned by Severance or otherwise howsoever; and the Amount of such Rentcharge shall be such as shall be agreed upon between the Company hereby incorporated and the said Sir *H. Dymoke* or other the Person or Persons aforesaid, or in case no such Agreement be come to, then the Amount of the said Rentcharge shall be ascertained in the same Manner as the Compensation for the said Value and Damage would have been ascertained under the Powers of "The Lands Clauses Consolidation Act, 1845," if such Compensation had been a gross Sum: Provided that the said Rentcharge shall not be less, if agreed to by any Person not having Power to sell and convey such Lands except under the Provisions of the said recited Acts and this Act or some of them, than shall be determined by the Valuation of Two able practical Surveyors, One of whom shall be nominated by the Company hereby incorporated, and the other by the said Sir *H. Dymoke* or other the Person or Persons aforesaid, and if such Two Surveyors cannot agree in the Valuation, then by such Third Surveyor as any Two Justices shall, upon Application of either Party after Notice to the other Party, appoint; and each of such Two Surveyors if they agree, or if not then the Surveyor nominated by such Justices, shall annex to the Valuation a Declaration in Writing subscribed by them or him of the Correctness thereof: Provided also, that if the Company shall take or remove any Buildings of the said Sir *Henry Dymoke* for the Purposes of the Railway the Company shall, at their own Expense, build upon such Parts of the adjoining Lands of the said Sir *Henry Dymoke*, as he or other the Person or Persons aforesaid shall assign for that Purpose, other Buildings in lieu of the Buildings so taken or removed, and to the Satisfaction of such Two Surveyors as aforesaid, or, if they cannot agree, then of such Third Surveyor as aforesaid.

As to Recovery of Rentcharge.

XXXV. If at any Time such Rentcharge be not paid within Thirty Days after the same becomes payable, and after Demand thereof in Writing, the said Sir *H. Dymoke*, or other the Person or Persons aforesaid, may either recover the same, with Costs of Suit, by Action in any of Her Majesty's Courts, or may levy the same, together with the Expenses of such Levy, by Distress of the Goods and Chattels of the said Company, upon any Part of their Undertaking, in like Manner as a Distress for Rent in arrear; and the said Rentcharge, when granted by the said Company, shall be a First Charge upon the Undertaking of the said Company hereby incorporated, and shall at all Times stand, remain, and be limited to, for, and upon the same Uses and Trusts, and subject to the same Powers, Provisoes, Conditions, and Declarations, as the Lands for the Purchase of which the same shall be granted.

XXXVI. It

Power to take Tolls.

XXXVI. It shall be lawful for the Company to demand and receive any Tolls for the Use of the Railway, not exceeding the following; (that is to say,)

For Passengers.

For every Passenger conveyed in a First-class Carriage by any Ordinary Train, the Sum of Twopence Halfpenny *per* Mile:

For every Passenger conveyed in a Second-class Carriage by any such Train, the Sum of Twopence *per* Mile:

For every Passenger conveyed in a Third-class Carriage by any such Train, the Sum of One Penny *per* Mile.

For Goods, Cattle, &c.

And with respect to Horses, Cattle, and Goods, as follows:

For every Horse, Mule, or other Beast of Draught or Burden, Twopence *per* Mile:

For Cattle, the Sum of One Penny *per* Head *per* Mile:

For every Calf, Pig, Sheep, Lamb, or other small Animal, One Halfpenny *per* Mile:

For Dung, Compost, and all Sorts of Manure, Lime, Limestone, and all undressed Materials for the Repair of public Roads, Charcoal, Pig and Bar Iron, Stones for building, pitching, and paving, Bricks, Tiles, Slates, Clay, Sand, Ironstone, and Iron Ore, and Salt, the Sum of One Penny *per* Ton *per* Mile:

For all Coal, Cannel, Slack, Coke, Culm, and Cinders, the Sum of Three Farthings *per* Ton *per* Mile:

For Sheet Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron, One Penny Halfpenny *per* Ton *per* Mile:

For Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, Deals, Metals, Nails, Anvils, Vices, and Chains, the Sum of Twopence *per* Ton *per* Mile:

For Cotton and other Wools, Drugs, and manufactured Goods, the Sum of Twopence Halfpenny *per* Ton *per* Mile:

For Fish, Feathers, Canes, Cochineal, Household Furniture, Hats, Shoes, Toys, and all other Articles, Matters, and Things, the Sum of Threepence *per* Ton *per* Mile:

Provided always, that with respect to all Persons and Things conveyed over the Railway for a less Distance than Three Miles the Company may demand Tolls as for Three Miles.

Maximum Rates of Charges for Passengers.

XXXVII. The Company may lawfully demand and receive, as their maximum Rate of Charge for the Conveyance of Passengers along the Railway, including the Tolls for the Use of the Railway, and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance, except Government Duty, any Rates or Sums not exceeding the Rates or Sums following; (that is to say,)

For every Passenger conveyed in a First-class Carriage by any Train, the Sum of Twopence Halfpenny *per* Mile:

For

For every Passenger conveyed in a Second-class Carriage by any Train, the Sum of Twopence *per* Mile:

For every Passenger conveyed in a Third-class Carriage by any Train, the Sum of One Penny *per* Mile.

For Goods, Cattle, &c.

XXXVIII. And with respect to the Conveyance of Cattle, Goods, and Minerals, the Company may lawfully demand and receive, as their maximum Rate of Charge for the Conveyance thereof along the Railway, including the Tolls for the Use of the Railway, and Waggons or Trucks, and locomotive Power, and every Expense incidental to such Conveyance, except a reasonable Sum for loading, covering, and unloading, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are or is performed by the Company, and except a reasonable Sum for Warehousing and Wharfage, or for any other extraordinary Services performed by the Company, (in respect of which the Company may make a reasonable extra Charge,) any Rates or Sums not exceeding the Rates or Sums following; (that is to say,)

For every Horse, Mule, or other Beast of Draught or Burden, Fivepence *per* Mile; but if the Owner requires a separate Carriage, Eightpence *per* Mile:

For every Ox, Cow, Bull, or Neat Cattle the Sum of Fourpence *per* Mile; but if the Owner requires a separate Carriage, the Sum of Fivepence *per* Mile:

For every Calf or Pig, Twopence *per* Mile:

For every Sheep, Lamb, or other small Animal, One Penny *per* Mile:

For every Carriage, Sixpence *per* Mile:

For all Coal, Cannel, Culm, Coke, Slack, and Cinders, the Sum of One Penny Halfpenny *per* Ton *per* Mile:

For all Dung, Compost, and all Sorts of Manure, Lime, Limestone, and all undressed Materials for the Repair of public Roads, Charcoal, Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone, and Iron Ore, the Sum of Twopence Halfpenny *per* Ton *per* Mile:

For Iron not damageable, Threepence *per* Ton *per* Mile:

For damageable Iron, Sheet Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron, Fourpence *per* Ton *per* Mile:

For Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, Deals, Metals, Hardware in Packages or Cases, Nails, Anvils, Vices, and Chains, the Sum of Threepence *per* Ton *per* Mile:

For Cotton and other Wools and manufactured Goods, the Sum of Threepence Halfpenny *per* Ton *per* Mile:

For Fish, Feathers, Canes, Cochineal, Furniture, Hats, Shoes, Toys, and all other Articles, Matters, and Things, Sixpence *per* Ton *per* Mile.

And

And the following Regulations shall apply to such maximum Rates and Charges:

The Company shall be at liberty to charge Four Shillings for each Carriage and Three Shillings for every Horse conveyed upon the Railway, notwithstanding the Charge for the Distance for which such Carriage or Horse respectively may be conveyed, according to the Rates aforesaid, may not amount to those Sums:

The Company shall not be compelled to provide Waggons or Carriages for the Conveyance of Coal, Cannel, Slack, Culm, Coke, or Cinders:

Where any of the before-mentioned Articles, Matters, Persons, or Things shall be conveyed on the Railway for a less Distance than Three Miles, the Company are hereby empowered to demand and receive the aforesaid Charges, Rates, or Tolls, as the Case may be, for Three Miles:

For a Fraction of a Mile beyond any integral Number of Miles the Company may charge in proportion to the Number of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile then for the full Quarter of a Mile:

For the Fraction of a Ton the Company may charge according to the Number of Quarters of a Ton, any Fraction of a Quarter being deemed a Quarter:

Where a Waggon for the Carriage of Cattle or Sheep shall be conveyed by the Company for One Party, the Charge for any such Waggon capable of containing Six Oxen or Twenty-five Sheep shall not exceed Sixpence *per* Mile:

And with respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight:

And with respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so on in proportion for any smaller Quantity.

Tolls for small Parcels and Articles of great Weight.

XXXIX. As regards small Packages, and single Articles of great Weight, notwithstanding the Rate of Tolls prescribed by this Act, the Company may lawfully demand the Tolls following; (that is to say,)

For the Carriage (over the whole or any Part of the Line) of small Parcels not exceeding Seven Pounds in Weight, Fourpence:

For any Parcel exceeding Seven Pounds but not exceeding Twenty-eight Pounds in Weight, Sixpence:

For any Parcel exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, One Shilling:

For Parcels exceeding Fifty-six Pounds and not exceeding Five hundred Pounds in Weight, the Company may demand any Sum which they may think fit: Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

For the Carriage of any Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding Eightpence *per* Ton *per* Mile:

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, the Company may demand such Sum as they may think fit.

Company may take increased Charges by Agreement.

XL. Provided always, That nothing herein contained shall be held to prevent the Company from taking any increased Charge over and above the Charges herein-before limited for the Conveyance of Goods of any Description, by Agreement with the Owners of or Persons in Charge of such Goods, either in respect of the Conveyance of such Goods, except small Parcels by Passenger or other Trains, or by reason of any other special Service performed by the Company.

Passengers Luggage.

XLI. Every Passenger travelling upon the Railway in a First-class Carriage may take with him his ordinary Luggage, not exceeding One hundred and twelve Pounds in Weight, and every Passenger travelling in a Second-class Carriage may take with him his ordinary Luggage not exceeding One hundred Pounds in Weight, and every Passenger travelling in a Third-Class Carriage may take with him his ordinary Luggage, not exceeding Sixty Pounds in Weight, without any Charge being made for the Carriage.

Restrictions as to Charges not to apply to Special Trains.

XLII. The Restriction as to the Charges to be made for Passengers shall not extend to any Special Train that may be required upon the Railway, but shall apply only to the Express or Ordinary Trains appointed or to be appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railway.

XLIII. It

Interest not to be paid on Calls paid up.

XLIII. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of 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 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.

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

XLIV. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised for the Purposes of such Act, 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 Company to construct any other Railway, or execute any other Work or Undertaking.

Railways to be subject to Provisions of 1 & 2 Vict. c. 98. 3 & 4 Vict. c. 97. 5 & 6 Vict. c. 55. 7 & 8 Vict. c. 85. 9 & 10 Vict. c. 57. 14 & 15 Vict. c. 64.

XLV. 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 any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways*; and an Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her said Majesty, intituled *An Act for regulating the Gauge of Railways*; and another Act was passed in the Fifteenth Year of the same Reign, intituled *An Act to repeal the Act for constituting Commissioners of Railways*; Be it enacted, That nothing in this Act contained shall be held to exempt the Railway or the Company from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect to the said Railway and Company so far as the same shall be applicable thereto.

XLVI. Nothing

Railway not exempt from Provisions of future General Acts.

XLVI. Nothing herein contained shall be deemed or construed to exempt the Railway from the Provisions of any General Act relating to this Act, or of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force, or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act, or of the Rates for small Parcels.

Expenses of Act.

XLVII. All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

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SCHEDULE.

As to Through Goods Traffic.

From the gross Sums received in respect of such Traffic there shall be deducted all Sums paid out thereon, and all terminal Charges, and the Residue shall be apportioned between the Company hereby incorporated and the Great Northern Railway Company and any other Company according to the Number of Miles over which the Traffic has been carried on each, and the Amount which shall be so apportioned to the Company hereby incorporated shall be carried to the Credit of the Fund herein-after called the Residue, and be applied accordingly.

The Sums above directed to be deducted from the gross Receipts shall be applied as follows:—The Sums paid out shall be retained by the Great Northern Railway Company, and all terminal Charges at any Station on the Railway hereby authorized for Traffic carried at the Rates known in the Railway Clearing House as "Station to Station Rates," shall be paid wholly to the Company hereby incorporated, and from all terminal Charges at any Station on the Railway hereby authorized for Traffic carried at the Rates known in the said Clearing-house as "Carted Rates," the Great Northern Railway Company shall deduct and retain to itself the Difference between the Terminals on Station to Station Rates and those on Carted Rates, and shall pay the Residue to the Company hereby incorporated.

As to Local Goods Traffic.

From the gross Sums received in respect of such Traffic there shall be deducted and retained by the Great Northern Railway Company to themselves all Sums paid out thereon and all terminal Charges at Kirkstead, and also on all Traffic carried at Carted Rates, the Difference between Terminals on Carted Rates and Terminals on Station to Station Rates, and the Residue shall be carried to the Credit of the said Fund called the Residue, and be applied accordingly.

As to Passengers, Carriages, Horses, and Cattle.

From the gross Sums received for Traffic of this Description there shall be deducted and retained by the Great Northern Railway Company all Sums paid out, and the Residue in all Cases of Through Traffic shall be apportioned between the Company hereby incorporated and the Great Northern Railway Company and any other Company according to the Number of Miles over which the Traffic has been carried on each; and the Amount so apportioned to the Company hereby incorporated, and also the whole Residue in all Cases of local Traffic, shall be carried to the Credit of the said Fund called the Residue, and be applied accordingly.

AND AS TO THE RESIDUE.

Out of the gross Sums brought to the Credit of this Fund as herein-before directed there shall be paid to the Company hereby incorporated One Half of the aggregate Amount thereof, and also all Expenses from Time to Time incurred by that Company in the Repair and Renewal of the Railway, and in the Discharge of all Liabilities, Loss, Costs, Charges, Damages, and Expenses, Claims and Demands, of every Kind, in any Manner connected with or arising out of the Repair or Renewal of the same, and the Remainder shall be paid to the Great Northern Railway Company.

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