CHAPTER clvi.

An Act for enabling the London and North-western Railway Company to construct new Railways, to widen portions of their existing Railways, to enlarge their Lime Street Station at Liverpool; and for other purposes. [21st July 1873.] A.D. 1873.

New railways and widening of Crewe and Manchester line.

WHEREAS it is expedient that the London and North-western Railway Company (in this Act called "the Company") should be empowered to construct the new railways in this Act mentioned, and to widen a portion of their Crewe and Manchester line:

Widening, &c. of Liverpool and Manchester line, and enlargement of Lime Street station, &c.

And whereas it is expedient that the Company, for the purpose of improving their access to Liverpool and the accommodation there, should be empowered to widen a portion of their Liverpool and Manchester line, and to convert into open cutting portions of their Lime Street tunnel, and also to enlarge and improve their Lime Street station, and in connexion therewith to acquire the additional lands and make the new street herein-after described, to take down and remove the footbridge connecting Hotham Street with Gloucester Street over their Lime Street station, and to exercise the other powers by this Act conferred upon them in relation to the matters aforesaid:

Deposit of plans, &c.

And whereas plans and sections showing the respective lines and levels of the railways and other works by this Act authorised, and plans of the lands which the Company are by this Act empowered to acquire and appropriate, and books of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act, were duly deposited with the clerks of the peace for the several counties within which those respective railways and other works will be constructed and those lands are situate, which plans,

A.D. 1873.

sections, and books of reference are in this Act respectively referred to as the deposited plans, sections, and books of reference:

Additional capital.

And whereas it is expedient that the Company should be authorised to raise further capital for the purposes of this Act:

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; (that is to say,)

Short title.

1. This Act may be cited for all purposes as the London and North-western Railway (New Lines, &c.) Act, 1873.

Provisions of general Acts herein named incorporated.

2. The following Acts and parts of Acts are, except where expressly varied by this Act, incorporated with and form part of this Act:

The Lands Clauses Consolidation Acts, 1845, 1860, and 1869:

The Railways Clauses Consolidation Act, 1845:

Part I. (relating to the construction of a railway) of the Railways Clauses Act, 1863:

The provisions of the Companies Clauses Consolidation Act, 1845, with respect to the following matters; (that is to say,)

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

The payment of subscriptions, and the means of enforcing the payment of calls;

The forfeiture of shares for nonpayment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money;

The conversion of the borrowed money into capital;

The consolidation of shares into stock;

The general meetings of the Company;

The making of dividends;

The giving of notices;

The provision to be made for affording access to the special Act by all parties interested: And

Part I. (relating to cancellation and surrender of shares), Part II. (relating to additional capital), and Part III. (relating to debenture stock) of the Companies Clauses Act, 1863.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated

herewith shall have the same respective meanings, unless there be something in the subject or context repugnant to such construction:

The expression "the railway" or "the railways" shall mean the new railways by this Act authorised:

The expression "superior courts," or "court of competent jurisdiction," or any other like expression, in this Act or any Act wholly or partially 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:

The expressions "parish clerks" and "clerks of the several parishes," in sections 7, 8, and 9 of the Railways Clauses Consolidation Act, 1845, shall, with reference to the Company, and as regards those parishes or extra-parochial places 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, or with the clerk of the district board for the district in which the parish or extra-parochial place is included, mean in the first case the vestry clerks of those parishes, and in the second case the clerks of those district boards respectively.

Power to make railways according to deposited plans.

4. Subject to the provisions of this Act, the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways herein-after described, with all proper stations, sidings, approaches, works, and conveniences connected therewith respectively, and may enter upon, take, use, and appropriate such of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto as may be required for that purpose.

The railways herein-before referred to and authorised by this Act are:

1. The new railway at Primrose Hill (one mile one furlong and one chain in length) to be situate in the county of Middlesex, commencing in the parish of Saint John, Hampstead, by a junction with the Company's main line of railway, and terminating in the parish of Saint Pancras by a junction with the same line of railway; but nothing in this Act contained shall authorise the Company to take, use, enter upon, or otherwise interfere with the house and premises now in the occupation of John Edmund Gardner, numbered on the deposited plans 30 in the parish of Saint John, Hampstead:
2. The Seaton and Wansford Railway (eleven miles five furlongs eight chains and thirty links in length) to be situate in the

A.D. 1873.

several counties of Rutland, Huntingdon, and Northampton, commencing in the parish of Seaton, in the county of Rutland, by a junction with the Rugby and Stamford branch of the Company's railway, and terminating in the parish of Sibson-cum-Stibbington, in the county of Huntingdon, by a junction with the Northampton and Peterborough branch of the Company's railway:

3. The Norton Branch Extension (two miles six furlongs seven chains and ten links in length) to be situate in the county of Stafford, commencing in the parish of Norton-under-Cannock, otherwise Norton Canes, by a junction with the Norton branch of the Company's railway, and terminating in the township and parish of Cannock by a junction with the Rugeley and Cannock branch of the Company's railway:

The Company may (in addition to the other lands, houses, and buildings which they are by this Act empowered to take) acquire by compulsion or agreement, and hold, for purposes connected with the Norton Branch Extension, certain lands, houses, and buildings in the said township and parish of Cannock lying adjacent to and on the south-east side of the Cannock Extension of the Birmingham Canal Navigations near the northern termination of that extension:

4. The Dewsbury Junction Railway (two furlongs four chains and fifty links in length) to be situate in the west riding of the county of York, commencing in the township and parish of Dewsbury by a junction with the Leeds and Dewsbury line of the Company's railway, and terminating in the same township and parish by a junction with the Heckmondwike branch of the Lancashire and Yorkshire Railway.

Tolls.

5. With respect to tolls and charges, and for all other purposes whatever, the railways shall be part of the Company's undertaking.

Provided always, that the Company shall not demand any higher tolls, rates, and charges than the following; (that is to say,)

In respect of the use of the Norton Branch Extension, the tolls, rates, and charges authorised by the South Staffordshire Junction Railway Act, 1846:

In respect of the use of the other railways by this Act authorised, the tolls, rates, and charges authorised by the Act (Local and Personal) ninth and tenth Victoria, chapter 204, intituled "An Act to consolidate the London and Birmingham Grand "Junction and Manchester and Birmingham Railway "Companies."

A.D. 1873.

Inclinations of certain roads.

6. In altering, for the purposes of this Act, the roads next herein-after mentioned, the Company may make the same of any inclinations not steeper than the inclinations herein-after mentioned in connexion therewith respectively; (that is to say,)

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
		Seaton and Wansford Railway.	
51	Barrowden - -	Public road - -	1 in 13 on one side, and level on the other.
11	Fineshade - -	Ditto - -	1 in 13 on one side.
22	Kingscliffe - -	Road - -	1 in 12 on one side, and level on the other.

For the protection of roads in the parish of Saint John Hampstead.

7. In constructing the new railway at Primrose Hill and the works connected therewith, the following provisions for the protection of the vestry of the parish of Saint John, Hampstead, shall be binding upon the Company, and full effect shall be given thereto:—

Roads not to be broken up without notice.

1. Notwithstanding anything in the Railways Clauses Consolidation Act, 1845 contained, the Company shall not break up or interfere with the surface of any road in the parish of Saint John, Hampstead, unless fourteen days previous notice in writing shall have been given to the surveyor to the vestry of the said parish by leaving the same at the vestry office of the said parish, and any works affecting any such road shall be so carried on as not to prevent carriage traffic passing over the same, and no part of any such road shall be broken up or opened except under the superintendence of the said surveyor: Provided always, that if the said surveyor fail to attend after having had such notice as aforesaid from the Company, or shall refuse or neglect to superintend the operation, the Company may perform the works specified in such notice without the superintendence of the said surveyor:

Company not to delay completion of works.

2. When and so often as the Company shall, under the powers of this Act, break up or disturb, or cause to be broken up or disturbed, any part of any road in the said parish of Saint John, Hampstead, the Company shall with all due despatch make good, repair, and restore the said road to the satisfaction of the said surveyor; and the said vestry or their surveyor may at all times during the construction or repair of the said works, or any part or parts thereof, have access to such works; and every

A.D. 1873.

expense occasioned thereby or incidental thereto, including the costs of any such superintendence, shall be paid by the Company, on demand, to the said vestry; and the Company shall also defray the expense incurred by the said vestry in maintaining and keeping in repair the portions of roads so broken up or disturbed for one year next after the same shall have been so restored as aforesaid:

Vestry may do works which Company neglect to construct.

3. If the Company shall not with due diligence complete any work which they are by this Act authorised to construct in the parish of Saint John, Hampstead, the vestry of the said parish may cause the work to be executed; and the expense thereof shall be paid by the Company, on demand, to the said vestry, and in default of payment thereof shall be recovered from the Company as any penalty is recoverable under the Companies Clauses Consolidation Act, 1845:

As to settlement of differences.

4. Any difference which may arise under the provisions in this Act contained between the Company and the said vestry, or between the engineer of the Company and the surveyor of the said vestry, shall from time to time be referred to and be determined by an engineer to be agreed upon between the Company and the said vestry, or between the said engineer and the said surveyor, as the case may be, or, failing any such agreement, by an engineer to be appointed, on the application of either of the parties in difference, by the president for the time being of the Institution of Civil Engineers, and such engineer shall determine by whom the costs of such reference shall be paid.

Local rates to be made good in the parish of Saint John, Hampstead.

8. While the Company are possessed under the authority of this Act of any lands, houses, buildings, or other property in the parish of Saint John, Hampstead, 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 said parish 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, the Company shall be liable to make good the deficiency in the assessment for such rates by reason of such lands, houses, buildings, or 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 rate made for the said parish in the month of October one thousand eight hundred and seventy-two.

A.D. 1873.

For protection of sewers of Metropolitan and other boards.

9. Where any of the works to be done under or by virtue of this Act shall or may pass over, under, or by the side of, or so as to interfere with, any sewer, drain, watercourse, defence, or work under the jurisdiction or control of the Metropolitan Board of Works, or of any district board or vestry constituted under the Metropolis Management Act, 1855, the Metropolis Management Amendment Act, 1862, or any Act or Acts amending the same or extending the powers thereof, or with any sewers or works to be made or executed by the said Metropolitan Board, district board, or vestry, or either of them, or shall or may in any way affect the sewerage or drainage of the districts under their or either of their control, the Company shall not commence such work until they shall have given to the said Metropolitan Board, or to the district board or vestry, as the case may be, fourteen days previous notice in writing of their intention to commence the same, by leaving such notice at the principal office of such board or vestry, as the case may be, for the time being, with a plan and section showing the course and inclination thereof, and other necessary particulars relating thereto, and until such board or vestry respectively shall have signified their approval of the same, unless such board or vestry, as the case may be, do not signify their approval, disapproval, or other directions within fourteen days after service of the said plan, section, and particulars as aforesaid, and the Company shall comply with and conform to all orders, directions, and regulations of the said Metropolitan Board, and of the respective district boards or vestries, in the execution of the said works, and shall provide, by new, altered, or substituted works, in such manner as such boards or vestries respectively may deem necessary, for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by or by reason of the said intended works, or any part thereof, and shall save harmless the said Metropolitan Board, district board, and vestry respectively, against all and every the expense to be occasioned thereby; and all such works shall be done by or under the direction, superintendence, and control of the engineer or other officer or officers of the said Metropolitan Board, district board or vestry, as the case may be, at the costs, charges, and expenses in all respects of the Company; and all costs, charges, and expenses which the said Metropolitan Board, or any district board, or vestry, may be put to by reason of the works of the Company, whether in the execution of works, the preparation or examination of plans or designs, superintendence, or otherwise, shall be paid to such board or vestry by the Company on demand; and when any new, altered, or substituted works as

A.D. 1873.

aforesaid, or any works or defence connected therewith, shall be completed, by or at the costs, charges, or expenses of the Company, under the provisions of this Act, the same shall thereafter be as fully and completely under the direction, jurisdiction, and control of the said Metropolitan Board, district board, and vestry, respectively, as the case may be, as any sewers or works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the rights, powers, or authorities vested or to be vested in the said Metropolitan Board, district boards, and vestries, or any or either of them, or of their successors, but all such rights, powers, and authorities shall be as valid and effectual as if this Act had not been passed.

Provisions for protection of West Middlesex Waterworks Company.

10. And whereas, in the execution of the Company's works under the authority of this Act, the mains, pipes, and other works belonging to the West Middlesex Waterworks Company may be interfered with, and it is expedient that that Waterworks Company should have control over the execution of all works in any way affecting that company: Therefore all works, matters, and things which the Company may be empowered or required to do or execute with reference to the mains, pipes, or works of the Waterworks Company existing at the time of the commencement of the Company's works shall be done and executed by and at the cost of the Company, and to the reasonable satisfaction of the engineer for the time being of the Waterworks Company, and according to plans previously approved by such engineer and the engineer of the Company, or, in the event of their not agreeing, in such manner as shall be settled by arbitration in manner provided by the Railways Clauses Consolidation Act, 1845, with respect to the settlement of disputes by arbitration; and such works, matters, or other things shall not, except in the case of emergency, be commenced until after fourteen days previous notice thereof in writing shall have been given to the Waterworks Company.

Except only as is by this Act otherwise expressly provided, nothing in this Act shall take away, lessen, prejudice, or alter any of the estates, rights, interests, powers, authorities, or privileges of the West Middlesex Waterworks Company.

or protection of Birmingham Canal Company.

11. And whereas the Norton Branch Extension Railway is intended to be carried by means of bridges over a canal of the company of proprietors of the Birmingham Canal Navigations (which Company is herein-after referred to as the Birmingham Canal Company) called the Cannock Extension Canal, in the respective places and in manner herein-after mentioned, (that is

to say,) at a point near to Norton Green, in the parish of Norton Canes, in the county of Stafford, and at a point near to Hawkes Green, in the parish of Cannock, in the said county of Stafford, as respectively shown upon the deposited plans and sections:

Therefore in constructing the Norton Branch Extension and the works connected therewith the following provisions for the protection of the Birmingham Canal Company shall be binding upon the Company, and full effect shall be given thereto:

Company to construct bridges over the Birmingham Canal in manner prescribed by the engineer of canal company.

1. The Company shall, at their own expense, construct in a proper manner, and to the reasonable satisfaction of the engineer for the time being of the Birmingham Canal Company, a good and substantial bridge over the said canal, and the towing-paths, banks, and other works thereof, at each of the points where the said railway is intended to be carried over the same canal as shown upon the deposited plans; and the clear opening or span of the arch of each such bridge between the walls or abutments thereof shall be of such width on the square as shall be equal to and sufficient to clear and leave unobstructed at the respective points of crossing the whole navigable waterway of the canal, and a space of not less than eight feet wide on one side thereof for a towing-path; and every such bridge shall have close fences not less than six feet high above the level of the rails; and the spring of the arch or soffit of the girders shall, at each of the aforesaid points of crossing over the said canal, commence at a point not being less than eight feet above the present surface of the towing-paths of the said canal, and the underside of the middle of the arch shall not be less than ten feet above the top-water level of the said canal, and the extreme width of each such bridge shall not exceed thirty feet.

Company to keep bridges, &c. in repair.

2. The Company shall, at their own expense, at all times for ever after the said several bridges shall have been completed, keep the same, and all future bridges to be erected or made respectively in lieu thereof (and which shall be at the same respective places, in the like respective directions, and of the like dimensions and capacity as are herein-before severally mentioned), together with all works belonging to or connected therewith respectively, in good and complete repair, to the reasonable satisfaction of the engineer for the time being of the Birmingham Canal Company; and in case of any want of repair to such bridges, or either of them, or any work belonging thereto or connected therewith, and whether such want of repair shall arise from the sinking of such

A.D. 1873.

bridges, or either of them, or any part thereof respectively, or from any other cause whatsoever, and upon notice in writing thereof being given by the Birmingham Canal Company or their clerk to the Company, then the Company shall, within the space of ten days after such notice, commence the repairs, or, as the case may require, the raising or rebuilding or reconstruction of the said bridges which shall be out of repair, or such part or parts thereof as it shall for the time being be requisite to repair, raise, or rebuild or reconstruct, and proceed therein with all reasonable expedition until such repairing, raising, or rebuilding or reconstruction shall be wholly completed; and if the Company shall fail to commence the same within the said space of ten days, or proceed therein with all reasonable expedition as aforesaid, it shall be lawful for the Birmingham Canal Company to make all such repairs to any such bridges or works, and to raise or rebuild or reconstruct the same, or such part thereof respectively as shall be necessary, in such manner as they may think proper; and all the expenses thereof shall be repaid by the Company to the Birmingham Canal Company, upon demand, and in default of such payment any two of Her Majesty's justices of the peace for the county of Stafford shall, on application by the Birmingham Canal Company or their clerk, or any other person authorised by them, by warrant under the hands and seals of the said justices, cause the amount of such expenses (which amount shall be settled and allowed by such justices) to be levied by distress and sale of the goods and chattels of the Company, and to be paid to the Birmingham Canal Company, their agents or clerk, rendering the overplus (if any), on demand, after deducting the reasonable charges of making such distress and sale, to the Company, or otherwise the Birmingham Canal Company may sue for and recover such expenses as aforesaid against the Company in any court of competent jurisdiction: Provided always, that during the progress of reconstructing any such bridges, and at all future times during any repairs, raising, rebuilding, or reconstruction thereof, the engineer for the time being of the Birmingham Canal Company, with the requisite assistants and workmen, shall have free access to such bridges, and full permission to inspect the workmanship and materials thereof.

Company not to alter the course or obstruct the

3. It shall not be lawful for the Company or any person in execution of this Act, without the consent in writing of the Birmingham Canal Company under their common seal first

navigation of Birmingham Canal.

obtained, to alter the course of the said canal, or to contract the width of the same, or the towing-paths thereof, or of any space reserved or intended as a towing path or paths thereof, or to obstruct the course or supply of the water in or to the said canal, or in any manner to impede the navigation thereof, or the access thereto, or to any wharf or wharves adjoining, or to injure any of the banks or other works of or belonging to the said canal; and it shall not be lawful for the Company, except for the purpose of crossing the said canal, to take or interfere with the said canal, or to make any lateral deviation from the course or direction of the Norton Branch Extension Railway, as delineated on the deposited plans, by which deviation any of the lands, wharves, warehouses, buildings, locks, side-ponds, towing-paths, bridges, reservoirs, feeders, or other works of any kind of the Birmingham Canal Company shall be taken, used, or damaged, without the like consent in writing of the Birmingham Canal Company.

In case of obstruction to navigation Company liable to damages for same.

4. If by or by reason or in execution of any of the works by this Act authorised, or by reason of the mode of construction or of the bad state of repair of any such bridge as aforesaid, or any of the slopes, banks, or works of the Norton Branch Extension Railway, or of any other works by this Act authorised to be constructed, or by any act or omission of the Company or any of their agents or servants, it shall happen that the canals of the Birmingham Canal Company, or any of them, or the towing-paths thereof, or any of them, or any of the works connected therewith, shall be so injured or obstructed that boats or other vessels using the same with their usual and accustomed loads shall be obstructed, impeded, or delayed in their passage along the said canals or any of them, or shall not be able to pass freely along the same, then and in such case the Company shall pay to the Birmingham Canal Company, as or by way of ascertained damages, the sum of three hundred pounds for every twenty-four hours during which any such obstruction or impediment shall continue, and so in proportion for any less period than twenty-four hours; and in default of payment of any such sum on demand made on the Company, the Birmingham Canal Company may sue for and recover the same, together with full costs of suit against the Company, in any court of competent jurisdiction; but nothing herein contained shall extend to prevent the Birmingham Canal Company or any other company or per-

Nothing to prevent other persons

A.D. 1873.

suing for damages.

son from recovering against the Company any special further or other damages that may be sustained by the Birmingham Canal Company or any other company or person on account of any act or default of the Company in respect of which any sum or sums in the nature of liquidated damages is or are hereby imposed or made payable beyond the amount thereof.

The springs, &c. of the Birmingham Canal Company to be preserved.

5. Nothing herein contained shall authorise or empower the Company to take away, obstruct, or lessen any springs, brooks, streams, feeders, drains, waters, or watercourses which now are or heretofore have been taken for the use of the Birmingham Canal Navigations, or which the Birmingham Canal Company are by law empowered to take and make use of for the purposes of their canals or any of them, or to prevent or interfere with any of such waters flowing into the said canals or any of them, or into any feeder or reservoir of the Birmingham Canal Company, or to take away or obstruct or in any manner impede the free use of any communication already made between the water of the said canals, or any of them, and any steam engine, or to take away or prejudice the right of any person to make such communication pursuant to the provisions of the Acts of Parliament relating to the Birmingham Canal Navigations or any of them.

Company not to obstruct the formation of branches communicating with the Birmingham Canal.

12. And whereas, under and by virtue of the Acts relating to the canals belonging to the Birmingham Canal Company, or some of them, certain powers are reserved to the owners of mines, works, and lands adjoining to the said canals or some of them, or for the Birmingham Canal Company, at the request of such owners, to form cuts, canals, railways, tramways, or roads, not exceeding a certain length therein specified, in order to communicate with the said canals: And whereas the Norton Branch Extension Railway may intervene between the said canals and some of the mines, works, or lands of persons to whom such powers are reserved as aforesaid, and additional expense would be occasioned by the construction of bridges, viaducts, or aqueducts for the purpose of carrying such cuts, canals, railways, tramways, or roads over or under the said railway:

Therefore, in the event of any such person being desirous to make or procure to be made any such cuts, canals, railways, tramways, or roads as aforesaid to communicate with the said canals or any of them, the Company shall afford all requisite and proper facilities for the formation thereof, where necessary, either over, under, or by the side of the said railway; and if any difference shall arise between the Company and any person so desirous to make

or procure to be made any such cut, canal, railway, tramway, or road as aforesaid, or between the Company and the Birmingham Canal Company, either as to the mode of carrying the same over, under, or by the side of the said railway, or as to the place where the same should be so carried, or as to the facilities to be afforded by the Company for the purposes thereof, or as to the proportion of the costs, if any, of making and maintaining the same, to be borne by the Company, or as to the use thereof at any time thereafter by the owners, lessees, or other persons in the occupation thereof, such difference shall be settled by arbitration under the Railways Clauses Consolidation Act, 1845.

Communications between the canals and certain lands not to be obstructed.

13. And whereas the Norton Branch Extension Railway may also intervene between the said canals, or some of them, and lands on which steam engines may hereafter be erected, between which and the said canals, or some or one of them, communications for the passage of supply of water may require to be made:

Therefore, if any such communications are hereafter so required to be made, the Company shall afford all requisite facilities for the purposes thereof, by constructing, at the expense of the party applying for the same, or permitting to be constructed, through, under, or over the said railway, such culverts, arches, pipes, tunnels, or other works as may be necessary; and in the event of any difference arising between the Company and the Birmingham Canal Company or any other person as to the nature and amount of the facilities so to be afforded by them, such difference shall in like manner be settled by arbitration under the Railways Clauses Consolidation Act, 1845.

Company not to interfere with the rights, &c. of the Canal Company.

14. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the rights, privileges, powers, or authorities vested in the Birmingham Canal Company in and by all or any of the several Acts of Parliament now in force relating to the said canals, except as is expressly enacted by this Act.

For protection of Nene Valley Drainage, &c. Commissioners.

15. In constructing the Seaton and Wansford Railway, and the works connected therewith, the following provisions for the protection of the Nene Valley Drainage and Navigation Improvement Commissioners (Second District) (herein-after referred to as "the commissioners") shall be binding upon the Company, and full effect shall be given thereto:

Saving rights.

1. Nothing in this Act contained shall diminish, alter, or take away any of the rights, privileges, powers, and authorities vested in the commissioners, but the same rights, privileges, powers, and authorities shall remain as fully to all intents and

A.D. 1873.

purposes as if this Act had not passed, save and except such rights, privileges, powers, and authorities as are by this Act expressly varied or altered.

Company to make good all injury occasioned by the works of the railway to navigation.

2. If at any time after the Seaton and Wansford Railway shall have been completed any injury or damage shall be occasioned or arise to the several rivers within the jurisdiction of the commissioners, or without their jurisdiction, through and along which the waters thereof pass to the outfall to sea, or to the navigation thereof, or to the banks or towing-paths thereof, from the formation of any bridge, embankments, ditches, culverts, or other works of that railway, which may not have been foreseen or provided for by this Act, the Company shall make good and repair such injury or damage immediately after the discovery thereof, and also make full compensation to any party or public body aggrieved by such injury or damage, and shall also execute such works for the prevention of any future injury as shall be deemed necessary, so far as relates to any works belonging to or the property of the commissioners, by the engineer of the commissioners and the engineer of the Company, or by an umpire appointed by them, and so far as relates to any works belonging to or the property of any other body or party by two referees to be appointed for that purpose, one to be appointed by the Company, and the other by the respective body or party interested, or by an umpire to be appointed by such two referees, such works to be executed within such time and in such manner as shall be fixed and specified by such referees or umpire respectively; and such damage and compensation shall be payable to and recoverable by the parties respectively aggrieved by all or any of the ways or means by which any damage or compensation is made recoverable by the said incorporated Acts, and the costs of the said referees, umpire, and reference shall in either case be in the discretion of the arbitrators or umpire.

Company to keep part of towing-paths in repair.

3. The Company shall and they are hereby required, at their own expense, for ever hereafter to maintain and keep in perfect repair such parts of the several barrier and other banks and towing-paths for the space or distance of not less than twenty-five yards on each side of the Seaton and Wansford Railway by the sides of the said navigable or other rivers, cuts, canals, drains, and watercourses within the jurisdiction of the commissioners, as shall be altered or interfered with by the Company, except any metalling thereof; and the expense for ever hereafter of repairing and amending and maintaining the

same for the space or distance above mentioned, except as aforesaid, shall be borne and paid by the Company. A.D. 1873.

Where railway shall affect the course of present towing-paths Company to alter the course thereof.

4. Where in the making or constructing of the Seaton and Wansford Railway it shall be necessary to alter the course of any of the towing-paths (if any) of the said navigable rivers, canals, cuts, drains, and watercourses used for navigation within or without the jurisdiction aforesaid, or any roadway or drove upon, along, or under any of the barrier or other banks, or otherwise, the Company shall and they are hereby required to make such alteration in a proper, convenient, and efficient manner, and so as not to impede the navigation of any of the said rivers, canals, cuts, drains, and watercourses, or the passage of any roadways or droves; and the navigation and passage of waters through the same, or the passage of the said roadways or droves, shall not, during the construction of the said railway, or for the repairs thereof when made, be hindered, impeded, or obstructed for a longer period than shall be absolutely necessary for making, executing, erecting, or repairing any of the several works necessary for the construction or repair of the said railway.

Company to repair works.

5. The Company shall from time to time, and at all times hereafter, well and sufficiently and substantially repair, uphold, maintain, and support all works constructed by the Company within or without the jurisdiction aforesaid in any way affecting the drainage or navigation or efficiency of the works of the commissioners.

Works to be executed under the superintendence of an engineer.

6. The details and mode of constructing the several bridges and other works herein or by the said referees directed to be executed for protecting the Nene Valley Drainage and Navigation, together with all necessary and contingent works, whether temporary or permanent, and as well those which are as those which are not specifically mentioned, but which are necessarily consequent upon or fairly implied by the several stipulations and conditions herein provided for, shall be sent to an engineer to be appointed by the commissioners, if they shall think fit, together with drawings and specifications, previously to the commencement of the works, which shall be commenced, carried on, and completed 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 river Nene, or to the horses hauling the same, nor to drainage by such river; and the reasonable costs of such engineer shall be borne by the Company; and in case any dispute shall arise

A.D. 1873.

between the engineers of the Company and of the commissioners as to the said drawings and specifications, or as to the carrying on and completion of the works, the same shall be settled by arbitration in manner provided by the Railways Clauses Consolidation Act, 1845.

Lands taken by the Company to remain liable to the drainage taxes.

7. Any land which may be required to be taken or used by the Company, and which at the time of the passing of this Act shall under or by virtue of any Act of Parliament be subject to any drainage taxes or drainage charges now or hereafter to be imposed on the said lands under or by virtue of such Act, or any Act that may hereafter be passed for amending such Act, shall remain subject to the same taxes and charges in the same manner as, but not to any greater extent than, if this Act had not passed, or if such lands had not been taken or used by the Company; and such taxes and charges, and any penalties that may be incurred for nonpayment thereof, shall be recoverable not only by distress and sale of any goods and chattels belonging to the Company, but also by and under the powers and provisions of any Act of Parliament under which the same lands have been or shall be assessed, rated, taxed, or charged.

Company to provide means to remove ice during floods.

8. The Company shall, at all times when the occasion may arise, take all necessary measures for removing, and shall remove and cause to pass down with the stream so as not to obstruct the flow of water, any ice, hay, or other floating substances that may be found at or against any of the works of the Company in any of the said navigable or other rivers or watercourses within or without the jurisdiction aforesaid, so as to effectually prevent any ice, hay, or other floating substances accumulating or remaining at or against any of the said railway works or bridges; and if the Company shall not break the ice, and effectually remove it, and hay and other floating substances, or if from any cause whatever any ice and hay or other floating substances shall so accumulate against any of the said works of the Company, the agents or workmen of the commissioners, or of any other public body interested in the said navigable or other rivers, and having control over the same, may proceed to take measures for removing such ice and hay or other floating substances, and may recover the amount of any costs or charges so incurred by neglect of the Company, in such and the like manner as is directed for the summary recovery of penalties and costs in the said incorporated Acts.

Saving rights of

9. Except as hereby expressly authorised, nothing herein contained

shall extend to prejudice, alter, lessen, control, or take away any of the rights, powers, or authorities now vested in or enjoyed by the commissioners for deepening, widening, varying, altering, or diverting any existing rivers, drains, or watercourses used for the drainage of any lands liable to be taxed under the Nene Valley Drainage and Navigation Improvement Act, 1852, the Nene Valley Drainage and Navigation Improvement (Amendment) Act, 1854, and the Nene Valley Act, 1862, or either of them, or to prejudice, lessen, prevent, or restrain the making of new cuts, rivers, drains, or watercourses by such Acts, or either of them, authorised to be made for improving the drainage or navigation thereof, but that all such rights, powers, and authorities of the commissioners, and all other rights, powers, and authorities of such commissioners, shall remain in as full force to all intents and purposes as if this Act had not been passed: Provided always, that in so widening, deepening, varying, altering, or diverting the existing rivers, drains, and watercourses, or making any such new cuts, rivers, drains, or watercourses as aforesaid, nothing shall be done to impede or interfere with the use of the railway or the traffic thereupon.

commissioners in the execution of their works.

10. If any person or body, at any time after the Company or any person employed or authorised by them shall have begun to carry this Act into execution, shall sustain any damage or injury in his or their lands, tenements, or hereditaments by or in consequence of any lowering of the banks of any of the said rivers, drains, or watercourses within the jurisdiction of the commissioners, by reason of any works done by the Company, or from any soakage through the new banks that may be required or substituted by them, then and in such case, upon due notice of such damage or injury being given as herein-after provided, the Company shall and they are hereby required to raise the banks, and to effectually stop any soakage and prevent such injury.

Company to raise works and prevent injury.

11. If the Company shall neglect or refuse to raise the banks, or to stop the soakage or prevent such injury as last aforesaid, for the space of fourteen days after notice requiring them to do so, they shall be subject to a penalty not being less than five pounds for every hour during which the same or any similar or like obstruction, or such damage or injury thereby occasioned, shall at any time occur, remain, or happen after the expiration of the fourteen days, which penalty may be recovered against the Company by the commissioners in

Penalty on Company for non-repair of banks, &c.

A.D. 1873.

such and the like manner as is directed for the summary recovery of penalties and costs in the Acts incorporated in the Nene Valley Drainage and Navigation Improvement Act, 1852.

Regulating height of bridge and width of waterway over the river Nene.

12. In constructing the Seaton and Wansford Railway over and on each side of the river Nene in the parishes of Nassington and Elton in the places shown on the deposited plan, the Company shall and they are hereby required to carry that railway upon a viaduct so as to leave a clear opening for the passage of the waters of the river and of the flood waters at each place of not less in the whole than three hundred feet, measured at right angles to the course or direction of the stream of the river; and the Company, in constructing the bridges over the river at the places aforesaid, shall in each case provide a clear navigable waterway of not less than forty feet, exclusive of towing-paths, which shall be not less than seven feet in width, and the height from the surface of the existing towing-path to the underside of the bridge at the springing of the arch shall be not less than ten feet; and the Company shall deepen and widen the said river Nene under the viaducts to be constructed over the said river, and for a distance of twenty-five yards on each side of the centre line of such viaducts respectively, such width to be at least forty feet, exclusive of slopes not less than one foot and a half horizontal and one foot vertical, and the depth to be not less than the depth shown on the deposited sections of the Nene Valley Drainage and Navigation Improvement Act, 1852, as the intended bottom of such river; and the Company shall construct a towing-path, of gravel or of equally good materials, of the width of seven feet, along the bank of those parts of the river so to be deepened and widened to the extent aforesaid, and proper guiding piles and other works shall be placed in such manner as the commissioners may require; and the Company shall for ever thereafter maintain and keep in repair the said bridges, viaducts, towing-path, banks, guiding piles, and other works connected with the said railway, to be so constructed, made, and provided by the Company; and no temporary bridge shall be made over the river except so as to leave a clear waterway of at least forty feet, and a height of ten feet: Provided always, that nothing herein contained shall prevent the Company from constructing each of the said bridges over the said river and towing-paths as already existing in one span (in lieu of the openings of forty feet as herein-

before provided), and of the height of not less than ten feet at the springing of the arch as aforesaid, and in the event of the bridges being so constructed the Company shall not be required to deepen or widen the river as herein-before provided: Provided also, that nothing herein contained shall prevent the Company, with the sanction in writing of the commissioners, from erecting temporary bridges at the points of crossing the river Nene, in the parishes of Nassington and Elton aforesaid, of any less dimensions than forty feet.

General directions for crossing rivers, &c.

13. Except as aforesaid, all rivers, drains, and watercourses within the jurisdiction of the commissioners, and all other rivers, drains, and watercourses under the control or affecting the interests of the commissioners, shall be crossed by bridges of a single span each of full and ample dimensions.

Confirming agreement in schedule.

16. The articles of agreement between the Most Honourable William Alleyne, Marquis of Exeter, of the first part, the Great Northern Railway Company of the second part, the Stamford and Essendine Railway Company of the third part, and the Company of the fourth part, set forth in the schedule to this Act, are hereby confirmed and made binding on the parties thereto, and full effect may and shall be given thereto.

For protection of the Calder and Hebble Navigation.

17. Notwithstanding anything in this Act contained, it shall not be lawful for the Company, without the consent of the Company of Proprietors of the Calder and Hebble Navigation and their lessees, the trustees for the undertakers of the Navigation of the Rivers Aire and Calder, under the hands of their respective clerks, to purchase, enter upon, take, hold, use, divert, obstruct, or temporarily or permanently interfere with the existing waterway or towing-path of the said navigation; and in constructing the Dewsbury Junction Railway the Company shall leave a clear width throughout of not less than fifteen feet from the top of the river bank as and for a towing-path; and nothing in this Act contained shall take away, lessen, prejudice, alter, or affect any of the rights, privileges, property, powers, or authorities of or belonging to or exercised by the said company of proprietors and undertakers, or either of them.

Lands for extraordinary purposes.

18. The quantity of land to be taken by the Company for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act, 1845, shall not exceed twenty acres.

Imposing penalty unless railways opened.

19. If the Company fail within the period limited by this Act to complete the railways or any of them, 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 uncompleted railway is com-

A.D. 1873.

pleted 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 the railway in respect of which the penalty has been incurred.

The said penalty may be applied for by any landowner or other person claiming to be compensated in respect of the railway in reference to which the penalty has been incurred, in accordance with the provisions of the next following section of this Act, or by the Solicitor to Her Majesty's Treasury, and in the same manner as the penalty provided in the third section of the Act 17 & 18 Vict. c. 31., known as the Railway and Canal Traffic Act, 1854.

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 the bank named 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 the uncompleted railway by unforeseen accident or circumstances beyond their control, provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing for application of penalty.

20. 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 the penalty has been incurred, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers conferred upon the Company by this Act of taking property for the purposes of such railway, 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.

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 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 to 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 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 works.

21. If the railways are not completed within five years from the passing of this Act, then, on the expiration of that period, 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 is then completed.

Power to widen, &c. portion of Crewe and Manchester line.

22. Subject to the provisions of this Act, the Company may, in the line shown on the deposited plans, and according to the levels shown on the deposited sections relating thereto, widen, alter, and improve, and lay down additional lines of rails and sidings, and construct and execute all proper works and conveniences upon or in connexion with the following portion of railway; (that is to say,)

So much of the Crewe and Manchester line of their railway within the townships of Ardwick and Gorton, in the parish of Manchester, in the county of Lancaster, as extends from a point on that line two hundred yards or thereabouts south-east of the bridge carrying that line over the Hyde turnpike road to another point thereon at or near the arch carrying the said line over Blind Lane, near the Ardwick station of the Company:

And they may enter upon, take, and use such of the lands delineated on the deposited plans, and described in the deposited books of reference relating thereto, as may be required for the purposes aforesaid, and also certain other lands delineated on the deposited plans, and described in the deposited books of reference relating thereto, situate in the said townships of Gorton and Ardwick and parish of Manchester, or one of them, lying on the south-west side of the said Manchester and Crewe line of railway, and on the east side of Summer Place, and adjoining or near to the said Ardwick station.

A.D. 1873.

The said widening shall, with respect to tolls and charges, and for all purposes whatever, be part of the Company's undertaking.

Heights and spans of certain bridges on widening of Crewe and Manchester line.

23. The Company, in executing the before-mentioned widening of the Crewe and Manchester line of their railway, may make the arches of the bridges for carrying the same over the roads next herein-after mentioned of any heights and spans not less than the heights and spans herein-after mentioned in connexion with those roads respectively; (that is to say,)

No. on deposited Plan.	Parish.	Description of Road.	Height.	Span.
28	Manchester - -	Public road - -	14 feet.	—
17	Ditto - -	Turnpike road -	- -	30 feet.

For protection of the corporation of Manchester.

24. In exercising the powers by this Act conferred upon the Company within the city of Manchester, the following provisions for the protection of the corporation of that city (in this enactment called "the corporation") shall be binding upon the Company, and full effect shall be given thereto:

1. The Company shall remove the existing bridge carrying their railway over Hyde Road, and shall, for the purposes of their existing railway, and of the new works authorised by this Act, replace the same by a horizontal girder bridge of one clear span without intermediate support, and of a width not more than sufficient to carry six lines of railway. The clear height from the surface of the Hyde Road to the underside of the girders shall not be less in any part than eighteen feet.

   So much of the piers and supports of the existing bridge as are now in the Hyde Road shall be removed down to, but not below, the level of three feet below the surface of such road, the foundations being left in for the support of the gas and water mains of the corporation.
2. The widening of the bridge in Bennett Street for the purpose of the works authorised by this Act shall be by means of horizontal girders of one clear span, of the same width as the present bridge, without intermediate supports, the underside of such girders being not in any part lower than the soffit of the existing arch at its highest point.
3. The Company shall not stop up, obstruct, or interfere with, either temporarily or permanently, the street or road distinguished on the deposited plans and in the deposited books

of reference relating thereto by the number 4 in the township of Ardwick in the parish of Manchester.

4. If the bridges constructed under the powers of this Act shall, in the opinion of the corporation, darken the street, then the corporation may keep the same sufficiently whitewashed, and lighted with gas by day as well as by night, and the cost thereof shall from time to time be repaid by the Company to the corporation.

5. All the piers or abutments and foundations of every bridge over any street in the said city constructed under the powers of this Act shall extend and be made below the surface of the ground to such depth below the level of existing sewers as shall be necessary for the purpose of insuring the stability of the railway, and as shall be sufficient to allow the corporation to make and construct, repair or relay, any sewers or drains, and to lay or deposit any water or gas mains or other pipes which, under or by virtue of any Act of Parliament, the corporation are or may at any time hereafter be authorised to lay down, construct, and deposit.

The inside face of the piers or abutments of the bridge over Hyde Road shall be lineable with the buildings on each side of the road, and if there be no buildings, then with the inside of the road.

The parapets of every bridge shall in every case be of such height from the level of the rails on each side of the bridge throughout the entire crossing of the street, and for such further extent in length at both ends on each side of the railway, as shall be agreed upon between the surveyor of the corporation and the engineer-in-chief of the Company, and, failing agreement, as shall be determined by an engineer to be appointed by the corporation and the Company, or if they cannot agree, then by an engineer to be appointed as umpire under the provisions of the Railways Clauses Consolidation Act, 1845.

Every such bridge and crossing shall, as far as practicable, be made and maintained drop-dry at all times, and shall in all other respects be kept in complete repair.

6. The lamp-pillars, flags, paving stones, curbs and grids, and such portion of the road materials as the Corporation may think fit, in any street which shall be stopped up or absorbed, wholly or in part, by the Company under the powers of this Act, shall remain and be the property of the corporation, and may be removed by them.

A.D. 1873.

7. Whenever, in execution of the powers of this Act, it shall be necessary to alter or interfere with or disturb any of the sewers or drains, or any of the gas, water, or other mains or pipes or apparatus belonging to the corporation, such alteration, interference, or disturbance shall be carried out by and under the direction of the corporation, but at the expense in all respects of the Company.

8. The cost of constructing, providing, and laying any new sewers, drains, mains, pipes, or other apparatus in substitution for those which may be rendered useless by such alteration shall, on demand, be repaid to the corporation by the Company.

9. The cost of any sewers, drains, water, gas, or other pipes or apparatus belonging to or under the control of the corporation, rendered useless or unproductive to the corporation by the works authorised by this Act, shall, on demand, be repaid to the corporation by the Company.

Power to widen, &c. part of Liverpool and Manchester line, and enlarge Lime Street station.

25. Subject to the provisions of this Act, the Company may execute the following works within the township and parish of Liverpool in the county of Lancaster, and may exercise the powers herein-after mentioned, and may enter upon, take, and use the lands and buildings required for those purposes delineated on the deposited plans and described in the deposited books of reference relating thereto; (that is to say,)

1. They may, in the lines shown on the deposited plans, and according to the levels shown on the deposited sections relating thereto, widen and lay down additional rails in connexion with so much of the Liverpool and Manchester line of their railway as lies between Brownlow Street and Lime Street, and may convert into open cutting portions of the Lime Street tunnel between Brownlow Street and Saint Vincent Street.

   The said widening shall, in respect of tolls and charges, and for all purposes whatever, be part of the Company's undertaking.

2. They may enlarge and improve their Lime Street station, and for that purpose may acquire by compulsion or agreement, and may hold, certain lands, houses, buildings, and other hereditaments delineated and described as aforesaid, lying between Copperas Hill and Lime Street, and on the south side of the Lime Street station.

3. They may stop up and appropriate to the purposes of their undertaking the sites or portions of the sites of Gloucester Street, White Mill Street, Silver Street, Pennington Street, Hotham Street, Skelhorne Street, Hilbre Street, Brady Street,

Norbury Street, Poynton Street, Disley Street, Hanley Street, and all or any of the other streets, courts, alleys, or passages lying within the limits of the lands to be so acquired, and thereupon all rights of way over the same shall be and are hereby extinguished.

4. They may, in the line shown on the deposited plans, and according to the levels shown on the deposited sections relating thereto, make a new street or road commencing at or near the point where Skelhorne Street joins Lime Street, and terminating north-east of the junction of Hotham Street with Copperas Hill, and may alter or otherwise interfere with, temporarily or permanently, the levels of the streets or portions of streets with which the new street or road will communicate.

5. They may take down and remove the footbridge connecting Hotham Street with Gloucester Street over their Lime Street station.

Extinguishment of rights of way across Lime Street station.

26. Upon and from the completion and opening to the public of the said new street or road all rights of way over and across the Lime Street station of the Company shall cease and are hereby extinguished; and so much of section 4 of the London and North-western Railway (New Works and Additional Powers) Act, 1866, as relates to the construction of a footbridge for carrying Hotham Street over the railway of the Company, is hereby repealed.

Power to deviate in construction of new street to extent marked on plans, &c.

27. In constructing the new street or road by this Act authorised, the Company may deviate to the extent of the limits of deviation marked on the deposited plans, and may deviate from the levels shown on the deposited sections to any extent not exceeding five feet, but not so as to increase the rate of inclination shown on the deposited sections of that new street or road.

Provision for repair of new street.

28. The new street or road (except the stone, iron, or other structure carrying it over the railway of the Company, which structure shall be repaired and maintained by and at the expense of the Company,) shall, when made and completed, from time to time be repaired and maintained by and at the expense of the same parties, in the same manner and to the same extent as other streets or roads within the township and parish in which such new street or road will be situate are from time to time liable to be repaired or maintained:

Provided always, that if any question shall arise between the Company and such parties as to the due completion of such new street or road, such questions shall from time to time be determined by two justices on the application of either of the parties in

A.D. 1873.

difference, and after not less than seven days notice to both parties of the sitting of such justices for the purpose, and the certificate of such justices of the due completion of such new street or road shall be conclusive evidence of the fact so certified.

Site and soil of portions of streets, &c. stopped up vested in Company.

29. The site and soil of the portions of streets, roads, courts, alleys, passages, or places by this Act authorised to be stopped up and discontinued and appropriated by the Company, and the fee simple and inheritance thereof, shall (except where by this Act otherwise provided), if the Company are, or if and when they become under the powers of this Act, the owners of the lands on both sides thereof, be from the time of the stopping up thereof respectively wholly and absolutely vested in the Company.

As to works, &c. within the borough of Liverpool.

30. With respect to the borough of Liverpool and to the works in the said borough by this Act authorised, the following provisions shall apply, and the Company shall conform to and observe the same:

1. Notwithstanding anything in the deposited plans or sections, the new street to be made by the Company in the borough of Liverpool under the provisions herein-before contained shall be made in the lines and (including footpaths) of the width shown upon the plan signed in duplicate by the engineer of the corporation of Liverpool (herein-after referred to as "the corporation") and by the engineer of the Company, and by Sir John Henry Kennaway, Baronet, the chairman of the Committee of the House of Commons on the Bill for this Act; and such new street shall be of one uniform gradient from Lime Street to the junction with Copperas Hill, and the levels of the side streets on the south side shall be altered by the Company so as to form junctions with the new street at inclinations not exceeding one in sixteen; and the Company shall widen Copperas Hill in the manner shown upon the said plan from the junction of the new street to the south end of Saint Vincent Street to the clear width of forty-five feet:

   The Company shall make footpaths to the satisfaction of the corporation on both sides of the new street, and on the north-west side of Copperas Hill at the part where the same is widened.

2. The Company shall widen Lime Street as follows:

   Firstly, at the south-western corner of Gloucester Street to the alignment of the front of the Company's Hotel in Lime Street in the manner shown upon the aforesaid plan:

   Secondly, between Hanley Street and the proposed new street by setting back for a distance of six feet to the line

shown upon the said plan with a curve at the corner of fifteen feet radius:

The spaces so added to Lime Street shall be paved and completed by the Company, to the satisfaction of the corporation, as footpaths or carriageways, as the corporation may require.

3. In the event of the Company making any public entrance or exit for carriages from Lime Street to the new portion of their station between Gloucester Street and the site of Hanley Street, they shall, in addition to the widening of Lime Street in the manner firstly and secondly above mentioned, further set back the front of their buildings towards Lime Street to the extent of six feet for the whole length of such frontage, which space shall in like manner become part of Lime Street, and be paved and completed by the Company accordingly.

4. If after the passing of this Act the Company purchase any part of the property bounded by Lime Street, Gloucester Street, Hanley Street, and Disley Street, except so much as is necessary to be acquired in order to carry out the widening of Lime Street firstly above mentioned, they shall immediately give notice to treat to the lessees or assignees of leases held under the corporation of the whole of the property comprised within such limits.

5. The Company shall, within five years after the passing of this Act, complete the widening of Lime Street firstly above mentioned, and in case of default they shall incur a penalty of five pounds for every day of such default, to be recovered as liquidated damages by action in any court of competent jurisdiction, and to be applied for the use of the corporation:

The Company shall not interfere with any public street within the limits of deviation until they have completed and opened for traffic the said new street, and the widening of Lime Street secondly above mentioned, and the widening of Copperas Hill as before mentioned.

6. The Company shall not stop up, appropriate, or interfere with the sites or portions of the sites of the streets, courts, alleys, and passages lying within the limits of the lands coloured pink upon the said plan until they have acquired the whole of the property within such limits; and they shall not stop up, appropriate, or interfere with Disley Street and the portions of Gloucester Street and Hanley Street beyond the limits aforesaid until they have acquired the property beyond such

A.D. 1873.

limits on both sides of the said street and portions of streets respectively.

7. Saint Vincent Street shall be continued by the Company at its present level and in other respects unaltered to Copperas Hill as widened.

8. Pembroke Street and Back Gill Street shall be continued by the Company at their present level and in other respects unaltered across the railway.

9. The passage between Saint Andrew Street and Gill Street leading from Dansie Street southwards shall be continued at its present level and in other respects unaltered across the railway, or substituted passages shall be made by the Company in lieu thereof, or of any portion thereof which may be interfered with, to the satisfaction of the corporation.

10. Every bridge or viaduct intended to carry and continue any street, road, or passage over the railway shall be constructed to the satisfaction of the corporation; and each bridge shall be of the full width between the parapets of the street, road, or passage which it is intended to carry and continue over the railway, including the footpaths and areas thereof, and shall have proper provisions (to the like satisfaction) for carrying the water and gas mains, and so as to admit of ready access thereto; and the parapets of every such bridge shall be of such height as shall be fixed by the corporation, not exceeding nine feet in height above the level of the roadway of such bridge.

11. The Company shall not, without the consent of the corporation, signified in writing under the hand of the town clerk, in any street, road, passage, or place within the borough, except any street, road, passage, or place, or part thereof, which the Company are, by and subject to the provisions of this Act, authorised to stop up or appropriate, construct any works or perform any operations which may interfere with the traffic along such street, road, passage, or place.

12. Where the surface of any street, road, passage, or place, except as aforesaid, has been interfered with or disturbed by the Company in constructing the works or performing the operations by this Act authorised, and with the consent as aforesaid, the Company shall well and sufficiently, and to the satisfaction of the corporation, restore the surface so interfered with or disturbed, and shall maintain in efficient repair the said surface for twelve months to the like satisfaction.

13. Every alteration of the level of a street, road, passage, or place rendered necessary directly or indirectly by the taking away, discontinuing, or stopping up of any street, road, passage, or place abutting on or connected therewith, or any alteration of the level of the remaining portion of a street, road, passage, or place, part of which is taken away or discontinued, shall, including the necessary alteration of sewers, drains, water mains and pipes, be made to the satisfaction of the corporation by and at the expense of the Company.

14. In every case where the level of a street, road, passage, or place is altered by the Company, the whole length of such street, road, passage, or place shall be paved and flagged, and in all respects completed, at the expense of the Company and to the satisfaction of the corporation.

15. Before interfering with, obstructing, or breaking up any street or road within the borough, the Company shall give to the corporation seven days notice in writing.

16. In all cases where streets, roads, passages, or places are temporarily diverted, the Company shall provide accommodation for the traffic and accesses to houses and other places, with proper fences and lights, to the satisfaction of the corporation, and shall maintain such accommodation, and accesses, fences, and lights, to the like satisfaction.

17. In any case where any house or other building shall be severed by the Company, the Company shall, to the reasonable satisfaction of the corporation, build up such house or building so as to prevent unsightly appearances.

18. Whenever it may be necessary to interrupt or interfere with any existing sewer or drain, they shall, before interrupting or interfering with such existing sewer or drain, construct, according to a plan to be approved of by the corporation, another sewer or drain in lieu of, and of equal capacity with, the sewer or drain so proposed to be interrupted or interfered with; and such sewer or drain, or substituted sewer or drain, shall be connected, by and at the expense of the Company, with any existing sewer or drain which may be interrupted or interfered with, and in such manner as shall be approved by the corporation.

19. If by reason of the execution of any of the powers of this Act any increased length of sewers or drains shall become necessary, the same shall be constructed by the corporation at the expense of the Company.

20. If by reason of the execution of any of the powers of this Act the corporation shall at any time necessarily incur any

A.D. 1873.

cost in altering any existing sewer or drain, the Company shall repay to the corporation such additional cost, and the same may be recovered, in default of payment, in any court of competent jurisdiction.

21. The provisions of the Railways Clauses Consolidation Act, 1845, contained in the sections 18 to 23 inclusive shall apply to the water mains and pipes of the corporation; and whenever in those sections the words "company" or "society" are used, the same shall for all the purposes of this Act be held to extend to and include the corporation.

22. Wherever the water mains or pipes of the corporation shall be severed or interfered with by the works authorised by this Act, and wherever it is necessary for maintaining the supply of water to lay additional water mains or pipes, such additional water mains or pipes shall, previous to the severance or interference, be laid by the corporation at the expense of the Company.

23. If by reason of the execution of any of the powers of this Act any increased length of water mains or pipes shall become necessary, the same shall be laid down by the corporation at the expense of the Company.

24. Whenever, by the appropriation or destruction of property by this Act authorised, any water mains or pipes laid for the supply of such property (except pipes inside such property) shall be rendered unnecessary, the Company shall pay the corporation the cost of laying an equivalent length of water main or pipe, and the cost of the works required for the discontinuation of such water mains or pipes rendered unnecessary, as estimated by the water engineer of the corporation; and the water mains and pipes so rendered unnecessary shall be the property of the Company.

25. The water mains and pipes, and the flags, paving-stones, and such other materials of the streets stopped up and appropriated by the Company as the corporation shall require, shall belong to the corporation, and may be removed by them accordingly.

26. Except as herein-after provided, the Company shall not use gunpowder or any other explosive substance in the construction of the authorised works within the borough of Liverpool.

27. The Company may, with the previous written consent of the corporation under the hand of the town clerk, use gunpowder or some other explosive substance in the construction of such

works, and the corporation are hereby empowered from time to time to give the required consent, revocable on notice, and subject to such other conditions and regulations as may be prescribed therein: Provided that the use of such gunpowder or explosive substance shall only be permitted between the hours of seven o'clock in the morning and seven o'clock in the evening, and the Company shall be liable to any damages, costs, or expenses which the corporation or any person or company may sustain or be put to in consequence of the use thereof, whether the Company, or their contractors, agents, or servants, are guilty of negligence or not. A.D. 1873.

28. The amount of any such damages, costs, or expenses as aforesaid alleged to have been sustained shall from time to time be certified by Charles Edward Cawley, of Manchester, civil engineer, or, failing him, by Elias Dorning, of Manchester, civil engineer, or, failing him, by an arbitrator to be appointed by the Board of Trade; and such certificate shall be conclusive evidence, without any further proof, of the liability of the Company for the amount of such damages, costs, and expenses, and of the right of the corporation or person or company therein named to receive the same, and the same shall be recoverable in any court of competent jurisdiction.

29. The Company shall from time to time pay to the corporation and parish of Liverpool respectively all sanitary and other municipal or parochial rates leviable by or payable to the corporation or parish upon the respective assessments of any lands or property shown upon the deposited plans, or a proportion of such rates respectively from the time such lands or property respectively shall be acquired by the Company until the Company's works are completed and assessed to such municipal and parochial rates respectively; and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in force at the time of such acquisition, notwithstanding that the buildings thereon, or forming part thereof, may have been taken down.

30. The Company shall, in the session of Parliament of one thousand eight hundred and seventy-four or one thousand eight hundred and seventy-five, use their best endeavours to obtain an Act of Parliament for authorising the construction of, and shall within three years from the passing of such Act construct and complete to the satisfaction of the corporation, a new street, with footpaths on both sides thereof, leading from

A.D. 1873.

Sydney Street to the junction of Hotham Street and Lord Nelson Street, and such street shall be of the width and in the direction shown upon the plan herein-before in this section mentioned. The site of so much of Sydney Street and Hotham Street as will be rendered useless by the new street, and is coloured pink on the said plan, shall become the property of the Company upon their acquiring the property on both sides thereof.

31. The Company shall, on or before the first day of January one thousand eight hundred and seventy-five, (or immediately after taking down, removing, or stopping up the footbridge over Lime Street station, if the same shall be taken down, removed, or stopped up before that date,) pay to the corporation the sum of two thousand pounds as compensation for any damage to the corporate estate not shown upon the deposited plans by reason of the stopping up of streets, and the taking down and removal of the said footbridge.

32. Except as by this Act expressly provided, nothing in this Act shall prejudice or affect any powers or rights of the corporation with respect to laying down, altering, repairing, or maintaining in a reasonable manner, on or under any lands acquired or to be acquired by the Company, of any sewer, drain, main, or pipe, whether for sewage, drainage, water, or gas, and the Company shall give all reasonable facilities for the same, but in the exercise of such powers the corporation shall act under the superintendence of the engineer of the Company, and shall interfere as little as possible with the railways and works of the Company.

33. The streets and additions to streets to be made by the Company shall, on the completion thereof, be dedicated to the public.

For protection of Liverpool Gas Company.

31. In exercising the powers by this Act conferred upon the Company within the township and parish of Liverpool, the following provisions for the protection of the Liverpool United Gaslight Company (herein-after called the Liverpool Gas Company) shall be binding upon the Company, and full effect shall be given thereto:

1. Before removing or displacing any main, pipe, plug, or other work of the Liverpool Gas Company, or doing anything which may cause any impediment to the passage of gas through any of the said mains or pipes, the Company shall, at their own expense in all things, provide and lay in lieu thereof, and ready for use, good and sufficient mains, pipes, plugs, and other works proper and sufficient for continuing the supply of gas as

A.D. 1873.

sufficiently and satisfactorily as the same was supplied by the mains or pipes proposed to be removed or displaced; and all such mains, pipes, and other works shall be laid and done under the superintendence and control and to the reasonable satisfaction of the Liverpool Gas Company's engineer, and in such places, position, and manner in all respects as he shall require and approve; and all such substituted mains, pipes, and other works shall belong to and be and become the absolute property of the Liverpool Gas Company; and the engineer and other officers, servants, and workmen of the Liverpool Gas Company shall at all times have and be entitled to free access to such of the said mains, pipes, and other works as may be on the premises of the Company, for the purpose of examining, repairing, altering, or removing the same, or for any other lawful purpose.

2. The Company shall make good all damage which may be done to any mains, pipes, works, or other property of the Liverpool Gas Company, and shall save them harmless from all expenses, loss, or damage to be occasioned by or by reason of the works authorised by this Act, and shall make full compensation to the Liverpool Gas Company, and to all other persons, for any loss or damage which they respectively may sustain by reason of any interference with or disturbance of the said mains, pipes, or other works, or with the private service pipes of any person or persons supplied with gas by the Liverpool Gas Company.

3. The Company shall not remove or interfere with any main, pipe, or other work of the Liverpool Gas Company until they shall have given to the last-mentioned Company's engineer fourteen days previous notice in writing of their intention so to do, specifying all necessary particulars relating thereto, nor until the Liverpool Gas Company shall have signified their approval of the same, unless they do not signify such approval or their disapproval or other directions within fourteen days after service of the said notice and particulars; and the Company shall comply with and conform to all reasonable requirements, directions, and regulations of the Liverpool Gas Company in the execution of the said works, and shall provide, in such manner as the Liverpool Gas Company shall reasonably require, for the protection of and prevention of injury or impediment to the mains, pipes, and other works of the Liverpool Gas Company.

A.D. 1873.

Powers for compulsory purchases limited.

32. 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.

33. The Company shall, not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially 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 the Company have made known their intention to take the same in manner herein-before required.

Power to Company to raise additional money by creation of shares.

34. The Company from time to time may raise for the purposes of this Act, by the creation and issue of shares, such capital as they shall think necessary, not exceeding one million four hundred and forty thousand pounds, exclusive of the capital which they are or may be authorised to raise by any other Act or Acts of Parliament; and the Company may create and issue such shares either wholly or partially as ordinary, or wholly or partially as preferential shares, as they may think fit.

Shares not to issue until one fifth paid up.

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

Except as otherwise provided, new shares to be subject to same incidents as ordinary shares.

36. The share capital created by the Company under this Act and the shares therein, and the holders of those shares respectively, (except any share capital and shares therein to which a preferential dividend is attached, and the holders of those shares respectively,) shall be subject and entitled to the same powers, provisions, forfeitures, liabilities, rights, privileges, and incidents whatsoever in all respects as if that capital were part of the now existing ordinary share capital of the Company, and those shares were shares in that ordinary capital.

Dividends on new shares.

37. Every person who becomes entitled to a share created by the Company under this Act shall in respect of the same be a shareholder in the Company, and shall be entitled to a dividend, either preferential or ordinary, as the case may be, with the other holders of shares of the same class or description, proportioned to the

whole amount from time to time called and paid on such new shares. A.D. 1873.

Votes and qualifications in respect of new shares.

38. The holders of the shares created under this Act shall have rights of voting, and qualifications in respect thereof, on the principle that each sum of one hundred pounds paid up in respect of the shares held by any such holder shall be deemed equivalent to one original share of one hundred pounds in the capital of the Company as prescribed by their Act of incorporation:

Provided that no person shall be entitled to vote in respect of any less amount than one hundred pounds paid up:

Provided also, that (unless otherwise specified in any resolution of the Company) no person shall be entitled to vote in respect of any share created or issued under this Act to which a preferential dividend shall be assigned.

Receipt clause in case of persons not sui juris.

39. If any money is payable to a holder of shares or stock in the Company being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Company may create and issue stock in lieu of shares.

40. The Company may raise by the creation of stock the money which they are by this Act authorised to raise by the creation of shares, or any part thereof.

The Company may create and issue such stock either wholly or partially as ordinary, or wholly or partially as preferential stock, as they may think fit; and all the provisions of this Act with respect to the shares by this Act authorised to be created, and the holders thereof, shall, so far as applicable, apply to the stock created under the authority of this present enactment, and the respective holders thereof, as fully and effectually as if those provisions were re-enacted in respect of that stock and the respective holders thereof.

New shares or stock raised under this Act and any other Act of past or present sessions may be of same class.

41. Subject to the provisions of any Act already passed by which the Company are authorised to raise capital by new shares or stock, and to the provisions of this Act, and any other Act passed in the present session of Parliament, whether before or after the passing of this Act, by which the Company may be authorised to raise capital by new shares or stock, the Company may, if they think fit, raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Acts and this Act respectively authorised to raise by the creation and issue of new shares or stock; but nothing in this Act contained shall empower the Company to issue stock to be paid up by instalments.

A.D. 1873.

Power to borrow on mortgage.

42. The Company may from time to time borrow on mortgage for the purposes of this Act, in addition to the sums which they are already authorised to borrow, or which they may be authorised to borrow by any other Act or Acts of Parliament, any sum not exceeding in the whole four hundred and eighty thousand pounds in manner following; (that is to say,) in respect of each sum of two hundred and forty thousand pounds of the additional capital of one million four hundred and forty thousand pounds by this Act authorised to be raised by the creation of shares or stock, any sums not exceeding in the whole eighty thousand pounds; but no part of any such sum of eighty thousand pounds shall be borrowed until the whole of the respective portion of capital in respect of which it is authorised to be borrowed is issued and accepted, and one half thereof is paid up, and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act, 1845, before he so certifies, that shares or stock for the whole of the respective portion of capital have been issued and accepted, and that one half thereof has been paid up, and that not less than one fifth part of the amount of each separate share, or the whole of the stock, in such respective portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such shares or stock were issued and accepted bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assigns, and that such persons or corporations, or their executors, administrators, successors, or assigns, are legally liable for the same.

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.

Arrears may be enforced by appointment of a receiver.

43. Every provision in any Act passed before the present session of Parliament whereby the Company is authorised to raise by borrowing money for the purposes of their undertaking, with respect to the appointment of a receiver for enforcing payment by the Company of arrears of principal money, or principal money and interest, shall be and the same is hereby repealed, but without prejudice to any appointment which may have been made, or to the continuance of any proceedings which may have been commenced, prior to the passing of this Act, under any such provision.

The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver; and in order to autho-

rise the appointment of a receiver in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Debenture stock.

44. The Company may create and issue debenture stock.

Existing mortgages to have priority.

45. All mortgages or bonds granted or to be granted under the authority of any former Act relating to the Company shall, during the continuance thereof, have priority over any mortgages granted by virtue of this Act; but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Application of moneys.

46. All moneys raised under this Act, whether by shares, stock, debenture stock, or borrowing, shall be applied to the purposes of this Act only.

Power to apply corporate funds to purposes of Act.

47. The Company may apply to the purposes of this Act any of the moneys which they now have in their hands, or which they have power to raise by shares, stock, debenture stock, or mortgage, by virtue of any Acts relating to the Company, and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Interest not to be paid on calls paid up.

48. 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; but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act, 1845.

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

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

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

50. Nothing in this Act contained shall exempt the railways from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under

A.D. 1873.

the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels, authorised to be taken by the Company.

Expenses of Act.

51. 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.

The SCHEDULE referred to in the foregoing Act.

Articles of Agreement made the nineteenth day of May one thousand eight hundred and seventy-three between the Most Honourable William Alleyne, Marquis of Exeter, of the first part, the Great Northern Railway Company, as lessees for twenty-one years from the first day of January one thousand eight hundred and seventy-two of a railway running from Stamford to Sibson (herein-after designated as "the Sibson Railway"), under an agreement dated the thirtieth day of December one thousand eight hundred and seventy-one, (herein-after designated as "the Great Northern Company,") of the second part, the Stamford and Essendine Railway Company, as owners of the Sibson Railway, and lessors in the same agreement, (herein-after designated as "the Stamford Company,") of the third part, and the London and North-western Railway Company (herein-after designated as "the London and North-western Company") of the fourth part.

Whereas a Bill, under the title of "A Bill for enabling the London and "North-western Railway Company to construct new railways, to widen portions "of their existing railways, to enlarge their Lime Street Station at Liverpool, and "for other purposes," has been introduced into Parliament, at the instance of the London and North-western Company, for (amongst other purposes) the purpose of enabling them to make and maintain a railway, to be called the Seaton and Wansford Railway, (eleven miles five furlongs eight chains and thirty links in length,) to be situate in the several counties of Rutland, Huntingdon, and Northampton, commencing in the parish of Seaton, in the county of Rutland, by a junction with the Rugby and Stamford branch of the London and North-western Company's railway, and terminating in the parish of Sibson-cum-Stibbington, in the county of Huntingdon, by a junction with the Northampton and Peterborough branch of the same Company's railway, and for the purpose of enabling them, for the purposes of the Seaton and Wansford Railway, to enter upon, take, use, and appropriate (amongst other lands) certain lands of the Marquis of Exeter, in the several parishes of Barrowden, in the county of Rutland, and Wakerley and Kingscliffe, in the county of Northampton, part of which lands in the parish of Wakerley are shown on the plan hereunto annexed, and are thereon coloured green, and which lands shown on the said plan are distinguished, in the plans and books of reference deposited preparatory to the introduction of the said Bill, by the Nos. 18, 19, 20, 21, 22, 24, 25, 26, 27, 28, 29, and 30, (No. 23 being the high road from Wakerley to Duddington,) in the said parish of Wakerley: And whereas the Sibson Railway is already fully constructed up to the Northampton and Peterborough branch of the London and North-western Company's railway, at or near to the point contemplated in the said Bill for the junction of the Seaton and Wansford Railway (herein-after designated as "the intended railway") with that branch: And whereas

A.D. 1873. the Marquis of Exeter is greatly interested in the Sibson Railway: And whereas the Great Northern Company and the Stamford Company are respectively such lessees and such owners and lessors of the Sibson Railway as aforesaid: And whereas negotiations have taken place between the Marquis of Exeter and the London and North-western Company with a view of satisfying the Marquis of Exeter as to the manner in which the intended railway shall be constructed and carried through the said lands of the Marquis of Exeter, and also between the Marquis of Exeter and the three Companies parties to this present agreement, with a view of arranging for a junction of the Sibson Railway with the Northampton and Peterborough branch of the London and North-western Company's Railway, and for the proper working of such two railways and the intended railway in connexion with each other, and also with the view of making such other arrangements as herein-after appearing, so as to induce the Marquis of Exeter to refrain from opposing the said application to Parliament, and, as the result of such negotiations, it has been arranged that the several parties hereto shall execute these presents, and enter into the agreements on their respective parts herein-after contained: Now these presents witness, that in pursuance of such arrangement the Marquis of Exeter doth hereby, for himself, his heirs and assigns, and each of them the Great Northern Company and the Stamford Company do hereby, for themselves, their successors and assigns, (in respect of the acts and observances which herein-after are expressed to be obligatory on the Marquis of Exeter and the Great Northern Company and the Stamford Company respectively,) covenant and agree to and with the London and North-western Company, their successors and assigns, and the London and North-western Company do hereby, for themselves, their successors and assigns, (in respect of all the acts and observances, matters and things whatsoever which herein-after are expressed to be obligatory on the London and North-western Company,) covenant and agree to and with the Marquis of Exeter, his heirs and assigns, (and in respect of such of the acts and observances which herein-after are expressed to be obligatory on the London and North-western Company as are for the benefit of or relate to the Great Northern Company and the Stamford Company, or either of them, or the Sibson Railway, or the completion or management thereof,) covenant and agree to and with the Great Northern Company and the Stamford Company, and each of them, their and each of their successors and assigns, in manner following; (that is to say,)

1. Notwithstanding that the construction of the intended railway may be sanctioned by Parliament within the limits of deviation originally marked out on the said deposited plans, the line of the intended railway shall pass through such of the lands of the Marquis of Exeter in the parish of Wakerley as are distinguished by the numbers 19, 21, 22, 26, 27, 28, and 29 in the plan hereunto annexed (being a copy of or tracing from a portion of the plans deposited in Parliament preparatory to the introduction of the said Bill), in the exact position shown by the line coloured red upon the said plan hereunto annexed, and in no other position whatever, and shall pass through all other lands of the Marquis of Exeter in the parishes of Wakerley and Barrowden in the exact position shown by the line called parliamentary centre line upon the plans deposited in Parliament preparatory to the introduction of the said Bill, and in no other

position whatever, except in each case with the consent of the Marquis of Exeter, his heirs or assigns. A.D. 1873.

2. The London and North-western Company, before entering on any part of the lands belonging to the Marquis of Exeter, shall purchase from him, and he shall sell, at the price of three hundred and fifty pounds per acre, and so in proportion for any less quantity, exclusive of the timber and underwood (which shall be taken at a valuation in the usual way), the inheritance in fee simple, and free from incumbrances, except younger children's portions, in respect of which the covenant of indemnity of the Marquis of Exeter shall be received by the London and North-western Company, so much of the lands of the Marquis of Exeter in the parishes of Barrowden, Wakerley, and Kingscliffe as they shall require for the purposes of their undertaking, and also such pieces of land as may be severed by the line of railway from any other lands of the Marquis of Exeter, and as may severally contain half an acre or less, (but it shall be considered, where the river Welland or any stream runs between any such pieces of land and other lands of the Marquis of Exeter, that such pieces of land severally are not adjoining to other land of the Marquis of Exeter,) such price to include compensation for all damage by severance, and shall pay all the costs and expenses of the Marquis of Exeter of and incidental to deducing the title to the same lands and the conveyance thereof, and shall compensate the tenants of the Marquis of Exeter for all damage sustained by them in consequence of the formation of the intended railway and the works connected therewith. The Marquis of Exeter, for himself, his heirs and assigns, hereby waives his and their right of pre-emption to repurchase such severed pieces of land, except at the proportionate price for each of such pieces at which he shall have sold the same to the London and North-western Company.

3. The London and North-western Company shall, at their own cost, make and maintain (but as to maintenance only within the railway fences, except in the case of road approaches) all proper and convenient communications, as well temporary as permanent, between the parts of the lands belonging to the Marquis of Exeter to be severed by the intended railway (either under or over the railway), and such other accommodation works as are specified in the schedule hereunder written, and also make and maintain, for the purpose of separating the land taken for the line of the intended railway from the adjoining land of the Marquis of Exeter, good quickset fences, protected by rail fences of sufficient strength and closeness to confine horned and small cattle, such fences to be made forthwith after taking the said land, and such communications and other accommodation works to be made either forthwith after such taking, or from time to time thereafter as occasion shall require, and all fences, communications, and accommodation works to be to the reasonable satisfaction in all respects of the surveyor for the time being of the Marquis of Exeter, his heirs or assigns. The London and North-western Company shall, where any pieces of land containing between half an acre and two acres shall be severed by the line of railway, grub up, if desired by the Marquis of Exeter, at their expense, the fences dividing such pieces of land from other adjoining land of the Marquis of Exeter.

A.D. 1873.

4. The London and North-western Company shall, before opening the intended railway or allowing the same to be used for public traffic, obtain the proper authorities and licenses (whether under the powers to be conferred on them in accordance with the provisions of the said Bill or otherwise) for diverting, and shall divert, the high road from Wakerley to Duddington as shown by the lines dotted red on the said plan hereunto annexed, and shall construct and maintain a good and sufficient bridge, with proper approaches thereto, over the intended railway at the point where such diverted high road shall intersect the line of the intended railway, and further shall fence, and if and where necessary bank up, the approaches to the said bridge. The site of so much of the present high road as, in consequence of such diversion, shall be no longer required as a high road shall (except so much thereof as shall actually be a portion of the permanent way of the intended railway) be the property of the Marquis of Exeter; and the London and North-western Company will, at their own expense, do and execute, or cause to be done and executed, all necessary acts and assurances for vesting the same in the Marquis of Exeter, his heirs or assigns, or as he or they may direct, for an estate of inheritance in fee simple in possession, free from all incumbrances, but the London and North-western Company are not to be required to show any title, or to covenant for title.

5. The London and North-western Company shall, before opening the intended railway or allowing the same to be used for public traffic, erect and make, and for ever after maintain, on the right-hand side of the road leading from Wakerley to Barrowden, in the piece of land No. 17, in the parish of Wakerley, on the said deposited plan, a convenient station for passengers and goods, with proper waiting rooms, booking office, platform and sheds, and will purchase the necessary land at the rate aforesaid.

6. The London and North-western Company shall not at any time construct any station or siding for the stoppage of trains at the point where the high road from Wakerley to Duddington shall intersect the intended railway, or within one hundred yards of such point.

7. The London and North-western Company shall permit the Marquis of Exeter, his heirs and assigns, to make and at all times thereafter to maintain a tramway from the terra-cotta clay-bed belonging to him at Wakerley Woods to the sidings at the station so to be erected by the road leading from Wakerley to Barrowden as aforesaid, with proper junctions to be made, and the junctions maintained, to the satisfaction and under the superintendence of the engineer-in-chief for the time being of the London and North-western Company, but in all things at the expense of the Marquis of Exeter, his heirs and assigns.

8. The London and North-western Company shall, at their own cost, before opening the intended railway or allowing the same to be used for public traffic, make and restore and thereafter maintain a proper junction from the present termination of the Sibson Railway with the Northampton and Peterborough branch of their railway at Wansford, so as to be in all respects fit and proper for the traffic and running of trains over such junction from or to the Sibson Railway to or from the said Northampton and Peterborough branch and the intended railway.

9. The possession of the signal box and signal posts at or near to and on the east side of the Wansford station of the London and North-western Company, which are the property of the Stamford Company, shall, so soon as the junction provided for in the preceding clause shall be completed and in working order, be delivered to the London and North-western Company, and shall be retained by that Company, who shall, at their own expense, keep such signal box and signal posts in good order and condition, and also provide, keep, and maintain all proper and necessary signals and instruments for signalling which shall be required for the proper regulation of such junction, and who shall also have the appointment of the signalman or signalmen under whose control such signals shall be. The Great Northern Company during their lease of the Sibson Railway, and the Stamford Company after the expiration of the same lease, (which companies, and which limitations of their respective interests, are herein-after referred to by the expression "the Great Northern Company and the Stamford Company according to their respective interests,") shall pay the wages of and provide proper clothing for such signalman or signalmen, and also provide and pay for all oil, fuel, and other consumable matters which shall be required for the proper and efficient working of the same signals.

10. The Great Northern Company and the Stamford Company according to their respective interests shall, and the London and North-western Company shall respectively forthwith, after such due completion of the said junction, book passengers, parcels, goods, merchandise, coals, minerals, carriages, animals, and all other articles, matters, and things usually conveyed by the railways of such companies respectively to and from all stations now existing and which may hereafter be erected on the Sibson Railway between Stamford and Wansford, inclusive of the stations at those two places, from and to all stations now existing and which may hereafter be erected on the London and North-western Company's Railway or any branch thereof south of the parallel of latitude of Wansford, by all trains usual and suitable for the conveyance of such passengers, parcels, goods, merchandise, coals, minerals, carriages, animals, and other articles and things respectively, and by which there shall be a through communication between the place at which such passengers, parcels, goods, merchandise, coals, minerals, carriages, animals, or other articles or things shall be so booked, and the place of destination of the same respectively, in accordance with the provisions herein-after contained.

11. The Great Northern Company and the Stamford Company according to their respective interests shall run daily, except on Sundays, four passenger trains at least from Stamford to Wansford, and the same number at least from Wansford to Stamford, in connexion with the trains running on the North-ampton and Peterborough branch of the London and North-western Company's railway and the intended railway, or one of them.

12. The fares, tolls, and charges for all passengers, parcels, goods, merchandise, coals, minerals, carriages, animals, and other articles and things which shall be conveyed to or from any station on the intended railway, including Seaton and Wansford, from or to the Stamford station on the Sibson Railway,

A.D. 1873.

shall be after the same rate of fares, tolls, and charges as shall be paid for passengers of the same class respectively, and parcels, goods, merchandise, coals, minerals, carriages, animals, and other articles and things of the same description respectively which shall be conveyed by the London and North-western Company to or from the same station on the intended railway from and to the Peterborough station of their Northampton and Peterborough branch.

13. The Stamford Company do hereby, so soon as the junction provided for in the 8th clause of this present agreement shall be open, grant to the London and North-western Company running powers for all descriptions of trains, whether conveying passengers, goods, cattle, or minerals, or any other articles and things, over the Sibson Railway from and to Wansford to and from the Stamford station of that railway, but subject to such terms and conditions affecting the same grant as are herein-after contained; and the Great Northern Company do consent to, and, so far as they can, confirm, such grant of running powers, subject as aforesaid, during the remainder of the term of their lease of the Sibson Railway; and the London and North-western Company shall daily, except on Sundays, stop at Wansford at least four passenger trains in each direction running to and from Peterborough from and to places west of Wansford.

14. In the exercise by the London and North-western Company of their rights and privileges under such grant of running powers as aforesaid, they, and their directors, officers, and servants, will be bound by and conform to all the byelaws, rules, and regulations of the Great Northern Company and the Stamford Company according to their respective interests with respect to the management and conduct of the Sibson Railway and of the traffic thereon, which from time to time shall be in force consistently with the true intent of such grant.

15. The London and North-western Company shall be entitled to fix from time to time the number and the times for the departure and arrival from and at the Wansford, Stamford, and intermediate stations on the Sibson Railway of their own trains from and to such stations, but so that in all respects due regard shall be had to the relative amount and importance of traffic from time to time of the Great Northern Company and the Stamford Company according to their respective interests, and the London and North-western Company, respectively, over the Sibson Railway, and to the convenience and requirements of the two former companies according to their respective interests, as to the times which shall be from time to time fixed by them respectively for the running of their own trains over the Sibson Railway, or for the departure and arrival of such trains from and at the stations on the same railway: Provided, nevertheless, that, subject to such provisions as aforesaid, the trains of the London and North-western Company shall run in their fair turn, and that all passenger trains shall take precedence of all goods, mineral, and cattle trains.

16. So long as such grant of running powers as aforesaid shall be valid and in force, the London and North-western Company shall have the free use and

enjoyment, for all purposes in connexion with their passenger, parcels, goods, mineral, and cattle traffic, of the passenger and goods, mineral, and cattle station of the Stamford Company at Stamford, but subject to the use and enjoyment thereof by the Great Northern Company and the Stamford Company according to their respective interests, and the rules and regulations now made and hereafter to be made by the said two lastly-mentioned companies, or either of them, for the proper management of the same station; and the Great Northern Company and the Stamford Company according to their respective interests shall in like manner have the free use and enjoyment, for all purposes in connexion with their passenger or parcel, goods, mineral, and cattle traffic, of the passenger, goods, mineral, and cattle station of the London and North-western Company at Wansford, but subject to the use and enjoyment thereof by the London and North-western Company, and the rules and regulations now made and hereafter to be made by that company for the proper management of the same station.

17. The rent or payment which shall be paid or made by the London and North-western Company to the Great Northern Company and Stamford Company according to their respective interests for such free use and enjoyment of the Stamford station as aforesaid, including such services of the porters, clerks, and other servants and workmen of the two lastly-mentioned companies, or either of them, as shall be necessary for the booking, carrying on, and management of all traffic of the London and North-western Company at the Stamford station, shall be such a rent or payment as shall be hereafter agreed upon between the said companies; and the rent or payment which shall be paid or made by the Great Northern Company and the Stamford Company according to their respective interests to the London and North-western Company for such free use and enjoyment of the Wansford station as aforesaid, including such services of the porters, clerks, and other servants and workmen of that company as shall be necessary for the booking, carrying on, and management of all traffic of the Great Northern Company and the Stamford Company according to their respective interests at the Wansford station, shall be such a rent or payment as shall be hereafter agreed upon between the said companies. If the said companies shall be unable to agree as to such rents or payments, or either of them, it shall be referred to Mr. James Grierson, the present general manager of the Great Western Railway Company, or, if he shall be unwilling or unable to act, to Mr. Thomas Elliot Harrison, of Victoria Street, Westminster, or, if both of them shall be unwilling or unable to act, to arbitration, as provided in the twenty-sixth clause hereof, to assess and fix such rents or payments or the rent or payment which shall be in dispute, the costs of and incidental to such reference to be borne in equal moieties by the London and North-western Company and by the Great Northern Company or the Stamford Company, as the case may be. The rents or payments which shall be so agreed upon or assessed and fixed as aforesaid shall hold good and be payable during the five years next after the dates of such agreements and assessments respectively, and thereafter from time to time during such periods of five years as the same rents or payments respectively shall not be objected to by the Company paying or receiving the same respectively. If either such

A.D. 1873.

company shall, after the expiration of such period of five years, and so on from time to time after the expiration of every five years from the respective dates of the last agreements or assessments, so object, and the said companies shall be unable to agree as to the fresh rents or payments to be paid or made, it shall be referred in the same manner and at the same costs as is before provided in the case of the first inability to agree to assess and fix such fresh rents or payments, or the fresh rent or payment which shall be in dispute for the then next ensuing five years at the least.

18. The terminal at the Wansford station shall belong to the London and North-western Company, and the terminal at the Stamford station shall belong to the Great Northern Company and the Stamford Company according to their respective interests. Such terminals shall be according to the Clearing House scale in force from time to time.

19. The London and North-western Company shall be at liberty to appoint their own cartage agent for goods at the Stamford station, and the Great Northern Company and the Stamford Company according to their respective interests their own cartage agent for goods at the Wansford station; and the company for the time being enjoying the use of the other company's station shall be allowed, out of the terminal, according to the Clearing House scale, the same sum for cartage expenses as the actual cost incurred by the company owning or leasing the station for similar work.

20. The London and North-western Company shall be at liberty to employ, at their own costs, at the Stamford station, such booking, invoicing, or other clerks for the management of their traffic as they may think fit, and the Great Northern Company and the Stamford Company according to their respective interests shall have similar liberty at the Wansford station for the management of their traffic.

21. For the adjustment of the fares, tolls, and charges to be taken or accounted for under this agreement the traffic shall be divided into three classes, namely, "local traffic," "foreign traffic," and "through traffic;" the expression "local traffic" meaning and including all traffic commencing and finishing at any station on the Sibson Railway, including Stamford; "foreign traffic" meaning and including all traffic whatever carried by the London and North-western Company from any terminus or station on any other line of railway to any terminus or station on the Sibson Railway, including Stamford, or carried by the London and North-western Company from any terminus or station on the Sibson Railway, including Stamford, to any terminus or station on any other line of railway; and the expression "through traffic" meaning and including all traffic, of whatever kind, passing over the Sibson Railway, but not delivered or received at any terminus or station on the Sibson Railway.

22. The fares, rates, tolls, and charges in respect of local traffic carried by the London and North-western Company shall be the usual and ordinary local fares, rates, tolls, and charges on the Sibson Railway, the terminal services at both ends in respect of such local traffic being performed by the Great

Northern Company and the Stamford Company according to their respective interests.

23. The tolls, fares, and charges in respect of foreign traffic and through traffic carried by the London and North-western Company over the Sibson Railway shall from time to time be fixed by that company.

24. In order to estimate and ascertain the gross receipts of the Sibson Railway in respect of such three classes of traffic, the proportions next mentioned shall be allowed to the Great Northern Company and the Stamford Company according to their respective interests in respect of the Sibson Railway, unless otherwise agreed from time to time :—

(*a.*) For all local traffic and for all passenger traffic, of whatever class, whether local, foreign, or through, the Great Northern Company and the Stamford Company according to their respective interests shall have credit for their local fares as defined and made subject in Article 22 :

(*b.*) For parcel, dog, horse, carriage, cattle, and goods traffic, being foreign traffic, a mileage proportion, with the usual Clearing House terminals, shall be assigned to the Great Northern Company and the Stamford Company according to their respective interests, but in no case shall the gross receipts of the Sibson Railway be less for parcel traffic than threepence per parcel, for dog traffic than threepence per dog, for horse traffic than two shillings per horse (unless carried by goods trains, in cattle waggons, when the charge shall not be less than twopence per horse per mile), for carriage traffic than two shillings and sixpence per carriage, for cattle traffic than three shillings per waggon, and for goods traffic than four shillings and sixpence per ton on carted traffic, less the actual cost of cartage paid or allowed at stations on the Sibson Railway, and one shilling and ninepence per ton on not carted traffic :

(*c.*) For foreign mineral traffic (except ironstone), but including coal and coke, a mileage proportion, with the usual Clearing House terminals, shall be assigned to the Sibson Railway, but in no case shall the gross receipts of the Sibson Railway be less than elevenpence per ton on traffic coming from Wansford to stations on the Sibson Railway, including Stamford, and on traffic coming from Stamford and stations on the Sibson Railway to Wansford :

(*d.*) For all foreign ironstone traffic there shall be credited for the Sibson Railway a toll of ninepence per ton :

(*e.*) For through traffic, of whatever kind, (except passengers,) a mileage proportion, after deduction of Clearing House terminals, shall be credited to the Great Northern Company and the Stamford Company according to their respective interests :

(*f.*) From all such passenger traffic Government duty, and from all such other traffic paid ons, paid outs, and proportions due or paid to other companies, are, where the same respectively arise, also to be deducted before any such crediting :

A.D. 1873.

(*g.*) The mileage of the Sibson Railway shall be reckoned according to the following table:

			Stamford.		
	3		Barnack.		
	4	1	Ufford Bridge.		
	7	4	3	Wansford Road.	
Wansford.	8	5	4	1	Wansford.

(*h.*) Nevertheless all such fares, tolls, and charges shall be subject to a first deduction from the gross receipts in respect thereof of twenty-five per cent. as and for working expenses of the London and North-western Company.

25. This present agreement as between the Stamford Company and the London and North-western Company shall (except so far as shall be expressly or by implication contrary or obnoxious to the meaning of any clauses or provisions herein contained) be a perpetual agreement, but subject to the interests, rights, and privileges of the Great Northern Company in the Sibson Railway under the said agreement of the thirtieth day of December one thousand eight hundred and seventy-one.

26. If at any time during the continuance of this present agreement any question, dispute, or difference shall arise as to the true intent and meaning of all or any of the clauses and provisions herein-before contained, or as to the fact or extent of any breach thereof by any party, or as to the mode of carrying the same into effect, or as to any accounts thereunder, or as to any other matter having relation to all or any of the preceding clauses and provisions of this present agreement, or in any way connected with or arising out of such preceding clauses or any of them, every such question, dispute, or difference, when and as the same shall arise, shall (except in such case as is provided for in and by the seventeenth clause hereof, but to the extent only of the express provision in such clause contained) be referred to and decided by an umpire to be nominated by the chairman for the time being of the Great Western Railway Company within twenty-one days after a request in writing shall have been served on him (either personally or by a registered letter sent through the post and addressed to him at the principal office for the time being of the said Great Western Railway Company) by any one of the parties hereto, and if he shall decline or neglect so to nominate an umpire within such period of twenty-one days, then by an umpire to be nominated by the chairman for the time being of the Great Eastern Railway Company within twenty-one days after a request in writing shall have been served on him (either

personally or by letter aforesaid sent and addressed to him at the principal office for the time being of the Great Eastern Railway Company) by any one of the parties hereto; and the award, order, or determination of the said umpire upon the matters referred to him shall be final and binding and conclusive on the parties hereto; and the costs of and attending any arbitration to be determined by the umpire shall be in the discretion of the said umpire, and his award, order, or determination may be made a rule of Her Majesty's Court of Queen's Bench at Westminster upon the application of any of the parties hereto.

27. The London and North-western Company will, immediately on the execution of this present agreement, pay all costs and expenses already incurred by the Marquis of Exeter by or in consequence of his having opposed or having made preparation for opposing the passage through Parliament of the Bill now so introduced by the London and North-western Company as aforesaid, or in any way relating to such Bill, or in any way relating or incidental to such opposition thereto, or preparation for opposition thereto, and also all costs and expenses already incurred or to be incurred by the Marquis of Exeter attendant on or incidental to the preparation and execution of this present agreement, and all other costs and expenses whatsoever which shall have been or shall be incurred by the Marquis of Exeter by or by reason of the said pending Bill antecedent to the same passing into an Act.

28. The London and North-western Company shall propose in Committee of each House of Parliament, as an addition to the pending Bill, a clause for confirming this present agreement.

29. In consideration of the covenants and agreements by and on the part of the London and North-western Company contained in these presents, and on the faith of such covenants and agreements being faithfully performed and fulfilled by them, the Marquis of Exeter shall abstain from all opposition to the passage of the said now pending Bill through Parliament.

30. Notwithstanding anything herein-before contained, this agreement, except as to clause 27, shall be conditional upon the said Bill passing into law during the present session of Parliament, and empowering the London and North-western Company to construct the intended railway, and their thereafter proceeding to construct the same.

In witness thereof the Marquis of Exeter hath hereunto set his hand and seal, and the Great Northern Railway Company, the Stamford and Essendine Railway Company, and the London and North-western Railway Company have caused their respective common seals to be hereunto affixed, the day and year first above written.

A.D. 1873.

SCHEDULE referred to in the above-written Agreement.

Parish of Barrowden.

In No. 19.—A level crossing where road crosses at 1 mile and 7 chains.

In No. 230.—At about 2 miles 2 furlongs and 9 chains, a stone or brick bridge under railway, 14 feet wide and 14 feet high.

A ditch sufficiently deep on north side of railway to drain all the land to a depth of at least 5 feet, with the necessary culverts to carry all water under the line.

Parish of Wakerley.

Between fields Nos. 7 and 8.—A culvert.

Between fields Nos. 9 and 10.—A stone or brick bridge under railway, 14 feet wide and 14 feet high, the ground to be lowered to give the required headway and road fenced from turnpike road to river.

Between fields Nos. 12 and 14.—A culvert 12 inches by 16 inches.

At west end of field No. 19.—A stone or brick bridge under railway, 14 feet wide and 14 feet high, the ground to be lowered to give the required headway.

In No. 26, at about 3 miles 6 furlongs and 4 chains } A stone or brick bridge under railway, 14 feet wide and 14 feet high, and culvert.

In No. 28, at about 3 miles and 78 chains - - } A culvert.

Parish of King's Cliffe.

In No. 44, at about 7 miles 3 furlongs and 1 chain - } A stone or brick bridge under railway, 14 feet wide and 14 feet high, and culvert.

In No. 46, at 7 miles 4 furlongs and 6 chains - { A stone or brick bridge under railway, 14 feet wide and 14 feet high, and culvert 16 inches by 12 inches.

The approaches to all the before-mentioned bridges not to be of a steeper gradient than 1 in 25, except where the surveyor of the Marquis of Exeter and the engineer of the London and North-western Company shall agree that the nature of the ground will not admit of such a gradient.

Signed, sealed, and delivered by the above-named William Alleyne, Marquis of Exeter, in the presence of

Lionel N. Walford,
27, Bolton Street,
Piccadilly.

Exeter. L.S.

The common seal of the Great Northern Railway Company was affixed hereto in the presence of
O. Duncombe,
Sam. Waterhouse, } Directors.

The Seal of the Great Northern Railway Company.

The common seal of the Stamford and Essendine Railway Company was affixed hereto in the presence of
H. Edwards, Secretary.

The Seal of the Stamford and Essendine Railway Company

Passed under the common seal of the above-named London and North-western Railway Company in the presence of
S. Reay, Secretary.

The Seal of the London and North-western Railway Company.

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