CHAPTER clxvi.

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An Act to confer further powers on the North-eastern Railway Company and to enable the North-eastern Railway Company and the London and North-western Railway Company to enlarge Leeds New Station and for other purposes. [28th July 1891.]

WHEREAS it is expedient that the North-eastern Railway Company (in this Act called "the Company") should be empowered to make and execute the railway and works by this Act authorised and to acquire and hold the lands in this Act described and that the other powers in this Act mentioned should be conferred on the Company:

And whereas it is expedient that the Company and the London and North-western Railway Company (in this Act called "the North-western Company") should be empowered to extend their Leeds New Station and to acquire the lands in this Act described and that the other powers in this Act mentioned should be conferred on the Company and the North-western Company:

And whereas plans and sections showing the lines and levels of the said railway and works and plans of the said lands and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands were duly deposited with the clerks of the peace for the several counties and ridings within which the said railway and works will be constructed and the said lands are situate which plans sections and books of reference are in this Act respectively referred to as the deposited plans sections and books of reference:

And whereas it is expedient that the Company should be empowered to raise further capital for the purposes aforesaid and for the general purposes of their undertaking and that the North-western Company should be empowered to apply their capital to the purposes of this Act in which they are interested:

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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 North-eastern Railway Act 1891.

Incorporation of general Acts.

2. The following Acts and parts of Acts are (except where expressly varied by this Act) incorporated with and form part of this Act (that is to say):—

The Lands Clauses Acts:

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 (namely):—

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 by the Company on mortgage or bond;

The conversion of the borrowed money into capital;

The consolidation of the shares into stock;

The powers of the directors and the powers of the Company to be exercised only in general meeting;

The making of dividends; and

The giving of notices:

And Part I (relating to cancellation and surrender of shares) and Part II (relating to additional capital) of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction:

The expression "the railway" means the new railway by this Act authorised:

The expression "the two companies" means the Company and the North-western Company: A.D. 1891.

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 for the purposes of this Act 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.

Power to make new and widen and improve existing railways.

4. Subject to the provisions of this Act the Company may in the lines shown on the deposited plans and according to the levels shown on the deposited sections make and maintain the railway and widen improve and maintain the portions of their existing railways herein-after described with all proper rails stations sidings approaches roads works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes:

The railway and the widening and improvements herein-before referred to and authorised by this Act are—

(Billingham Curve.)

(1) A railway (No. 1) two furlongs three chains and twelve yards in length situate wholly in the parish of Billingham in the county of Durham commencing by a junction with the Company's railway from Billingham to Hartlepool and terminating by a junction with the Company's railway from Billingham to Port Clarence:

(Widening from Leeds New Station to Neville Hill sidings.)

(2) A widening one mile and four furlongs in length of the Company's Leeds and Selby Railway in the parish of Leeds in the west riding of the county of York between the east end of the Leeds New Station and a point about thirty-three yards east of the level crossing at the west end of the Neville Hill sidings:

(Ryhope Curve.)

(3) The improvement of the Company's railway in the parish of Bishopwearmouth in the county of Durham between a point ninety yards or thereabouts south of the level crossing on the road from Seaham Harbour to Sunderland and a point two hundred and fifty yards or thereabouts north of the said level crossing:

(Haswell Curve.)

(4) The improvement of the Company's railway in the parish of Easington in the county of Durham between the level crossing at the north end of Haswell Station and a point eight hundred and eighty yards or thereabouts north of the said level crossing.

Tolls.

5. The railway and widening and improvements hereby authorised shall for the purposes of tolls rates and charges and for all other

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purposes whatsoever be part of the undertaking of the Company and the Company may demand receive and take in respect thereof tolls rates and charges not exceeding the tolls rates and charges which by the North-eastern Railway Company's Act 1854 the North-eastern and Stockton and Darlington Railways Amalgamation Act 1863 the North-eastern Railway Company's (Pelaw and other Branches) Act 1865 and the North-eastern Railway Company's (New Lines) Act 1874 the Company are authorised subject to revision under the Railway and Canal Traffic Act 1888 to demand receive and take.

Noise from use of widening near Leeds parish church burial ground to be prevented where practicable.

6. The rails of the widening of the Company's Leeds and Selby Railway by this Act authorised (herein-after referred to as "the widening") where the same passes through the Saint Peter's Burial Ground in Leeds shall be so laid and maintained as to prevent as far as practicable the noise of trains passing over and along the same including if found proper or efficient the laying of the line upon india-rubber or other suitable substance for the prevention of noise and the engine drivers and servants of the Company shall conduct the trains along the same so far as practicable by signals instead of whistling except in cases of necessity or where the Board of Trade may otherwise direct and any question which may arise as to whether the widening is laid and maintained as hereby prescribed shall be referred to and decided by an arbitrator to be from time to time appointed by the President of the Institution of Civil Engineers in London on the application of the vicar of Leeds or the Company.

Company not to deviate southwards.

7. In making the widening through the said burial ground the Company shall not deviate southwards from the line of widening shown on the deposited plans.

Company to acquire an easement only over burial ground &c.

8. The Company shall not purchase take or acquire the freehold of or any other estate or interest in any part of the said burial ground other than the easement or right herein-after mentioned but they shall by virtue of and subject to the provisions of this Act and for the considerations herein-after mentioned be entitled to the perpetual easement and right of making maintaining and freely using without any restraint in the lines shown on the deposited plans a double line of railway forming a widening of their existing line of railway upon and by means of an earth embankment with a slope on the southern side thereof having an inclination to the horizontal of not less than two and a half to one and retaining walls at the east and west sides of the said burial ground and the Company shall not enter upon use or interfere with more of the said burial ground than shall be actually required for constructing the said embank-

ment and retaining walls thereon and in no case more than is included within the limits of deviation marked on the deposited plans and shall not after the completion of the works use or occupy for railway purposes any part of the slope of the said new embankment and no station building or other erection or sidings shall at any time be placed on the said embankment and no coals minerals goods or other articles shall at any time be deposited thereon The Company before opening the widening for public traffic shall erect such ornamental iron fence not less than four feet in height along the top of the southern side of the said embankment through the said burial ground and along the top or edge of the said retaining walls as shall be approved of by the vicar of Leeds and shall to his reasonable satisfaction for ever thereafter maintain and keep such fence in good repair or renew the same and so from time to time as may be required.

As to removal and replacement of gravestones.

9. Before commencing to make the new embankment for the widening of any works affecting the present railway embankment or the said burial ground the Company shall cause to be prepared a plan (in duplicate) on a scale of not less than one eighth of an inch to one foot and on durable material showing the exact situation and position of all monuments and gravestones on the southern slope of the said present embankment and in the portion of the said burial ground which will be covered or disturbed in making the said new embankment and also a list (in duplicate) to accompany such plan and containing the names of the owners or reputed owners (if known) of the monuments and gravestones or the persons interred beneath the same and such plan and list shall be submitted to the vicar of Leeds for approval and until the same shall have been approved by him the Company shall not remove or interfere with any of the said monuments or gravestones and one copy of the said plan and list when and as so approved shall be kept and preserved by the said vicar and the other copy shall be returned to and kept by the Company :

Each of such monuments and gravestones shall be distinguished separately on the said plan and list by a number corresponding in the case of the monuments and gravestones on the said present embankment with the number thereon by which the same is at present identified and in the case of those in the said other portion of burial ground which will be covered or disturbed in making the said new embankment with a number which shall be legibly cut or otherwise marked thereon for the better identification thereof and of its situation and position and before commencing to make the said new embankment the Company shall carefully remove the said monuments and gravestones to and shall thenceforth and until such

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embankment is completed carefully preserve the same in some private and convenient place to be approved of by the said vicar and except as herein-after expressly provided the Company before the opening of the widening shall place and for ever thereafter maintain in its proper position each monument or gravestone so removed upon and against the slope of the said new embankment and (as nearly as the said new embankment and the works connected therewith will admit) above the situation and according to the position of the same monument or gravestone previous to the removal thereof the monuments and gravestones now laid on the south side of the present embankment being relaid in the same order and relative positions as at present along the upper part of the slope of the said new embankment and the monuments and gravestones taken up from the said other portion of burial ground being similarly relaid along the lower part of the slope of the new embankment and the Company shall place and maintain a line of boundary stones along the foot of the slope of the new embankment to define the boundary line thereof and the said stones shall have engraved thereon the letters "L.P.C."

Provision as to removal and re-interment of bodies &c. disturbed.

10. Except so far as may be necessary for making the foundations of the retaining walls for the said new embankment at the east and west sides of the said burial ground the Company shall not make any excavation in the soil of any part of the said burial ground nor disinter disturb or otherwise interfere with any body or the remains of any body or any coffin interred in the said burial ground and all bodies remains of bodies and coffins which it shall be necessary to remove for making such foundations shall be carefully and decently disinterred and removed together with the monuments or gravestones appertaining to the same by the Company and at their expense to such other part or parts of the said burial ground at such time or times and in such manner as shall be appointed or approved of by the vicar of Leeds with the concurrence of the medical officer of health for the time being of the borough of Leeds and shall be forthwith there re-interred by the Company at a depth of not less than five feet from the surface and the respective monuments or gravestones appertaining to such bodies or remains shall upon such re-interment be properly placed over every such body or remains unless the same be re-interred on the site of the said new embankment in which case the monuments or gravestones appertaining thereto respectively shall be so placed and maintained on the southern slope of the said new embankment as is by this Act required and provided with reference to the monuments and gravestones now existing on such site and until such re-interment no such body remains or coffin shall be left exposed but shall be

carefully deposited and kept in some private and convenient place to be appointed or approved of by the said vicar Provided always that notwithstanding anything herein-before contained the heirs executors administrators or relations or friends of any person whose remains it shall be necessary to remove as aforesaid may if they so prefer (at the cost of the Company such cost not to exceed ten pounds in each case) and under the superintendence of the said medical officer remove the remains of such person to any consecrated burial ground wherein burials may legally take place and remove the monuments or gravestones appertaining to the same to any place they may think fit.

Company to plant embankment and make good injury to burial ground.

11. The Company shall to the satisfaction of the said vicar plant the said burial ground on the south side of the railway and also the slopes on both sides of the widened embankment where the same passes through the said burial ground with shrubs and plants and also keep the said slopes (but not the said shrubs and plants) in good order and condition and make good all damage done to the said burial ground in constructing the widening and in removing and replacing any monuments and tombstones as herein-before provided.

Plan &c. showing position of gravestones when removed to be prepared.

12. Before the opening of the widening the Company shall prepare and deliver to the vicar and churchwardens of the parish church of Leeds a plan in duplicate on a scale of not less than one eighth of an inch to one foot and on durable material showing the exact positions of all the monuments and gravestones which have been relaid accompanied by a list in duplicate containing the names of the owners or reputed owners (if known) of the monuments and gravestones or of the persons whose bodies or remains are re-interred beneath the same respectively which plan and list shall also contain the distinctive numbers of the same monuments and gravestones in order that the positions of such monuments and gravestones may be checked and identified on the ground by the said vicar and churchwardens And one copy of such plan and list when so checked shall be authenticated by the signatures of the said vicar and churchwardens and the engineer of the Company and shall be preserved by the said vicar and churchwardens for reference and the other copy likewise authenticated shall be returned to and preserved by the Company.

Rentcharge by way of compensation to vicar of Leeds for easement,

13. In consideration of and as compensation for the easement and rights by this Act granted to the Company over the said burial ground the Company shall pay to the vicar of Leeds for the time being a perpetual yearly rentcharge of thirty-five pounds free of all deductions and abatements whatsoever except income tax which

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rentcharge shall commence to be payable as from one month next after the day on which the Company shall give notice of their intention to enter upon the said burial ground and shall be paid by equal half-yearly payments on the first day of January and the first day of July in every succeeding year the first payment whereof shall be made on such one of the said days as shall first happen next after the giving of the said notice a proportionate part thereof only being payable for the first half year in case less than a full half year shall then have elapsed from the giving of such notice and such yearly rentcharge shall be a charge on the tolls rates and charges payable to the Company under this Act and the said vicar shall also be entitled to the like powers and remedies by action against the Company and by distress of their goods and chattels for the recovery of such yearly rentcharge as are conferred by section eleven of the Lands Clauses Consolidation Act 1845 for the recovery of the yearly rents mentioned in that section and the receipt of the said vicar shall be a valid and sufficient discharge to the Company for all moneys paid by them to him under this section.

For the protection of the trustees of the Wesleyan Chapel and Schools Leeds.

14. For the protection of the trustees of the Richmond Hill Wesleyan Methodist Chapel (herein-after called "the chapel trustees") and the trustees of the Richmond Hill Wesleyan Methodist Schools (herein-after called "the school trustees") the following provisions shall have effect (that is to say):—

(1) The Company shall take the whole of the school premises numbered 459 on the deposited plans and coloured red and blue on the plan signed by Sir Julian Goldsmid the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred:

(2) The Company shall provide a site equal in area and suitable in form at the corner of and fronting to Upper Accommodation Road and the new road to be made in the direction of Lavender Walk by the Company such site to be accepted in lieu of the present site and of all compensation in respect thereof and of all buildings thereon and the Company shall pay the cost of reinstating the schools caretaker's house and other buildings on the new site The plans elevations and specifications for the said schools caretaker's house and other buildings shall be subject to the reasonable approval of the school trustees and in the event of the parties being unable to agree the said plans elevations and specifications shall be settled by an arbitrator to be nominated by the recorder of Leeds The costs of such arbitration and of the award shall be in the discretion of the arbitrator Provided that within six months after the Company take any part of the premises coloured red on the said plan they shall

hand over the said new site to the school trustees and the Company shall not take any part of the premises coloured blue on the said plan until a period of eighteen months after the said new site shall have been handed over by the Company to the school trustees:

(3) The Company shall not take or acquire any of the almshouses or the minister's house the property of the chapel trustees but shall leave a roadway and thoroughfare in and along Wesley Terrace of not less than ten feet in width and shall pay compensation for the injurious affection (if any) of the said almshouses and minister's house by reason of the narrowing of the said roadway:

(4) Nothing in this section contained shall in any way affect the liability of the Company to pay compensation in respect of the injurious affection (if any) of any of the lands of the chapel trustees whether under the general law or under the byelaws of the Leeds Corporation or otherwise.

For the protection of the Haswell Shotton and Easington Coal and Coke Company.

15. In case the Haswell Shotton and Easington Coal and Coke Company Limited their successors or assigns shall at any time hereafter during the term for which they shall be lessees or occupiers of the now disused Haswell waggonway shown on the deposited plans desire to resume the use of the said waggonway for the conveyance of traffic the Company shall at their own expense divert and alter the line and level of the said waggonway upon the lands leased or occupied by the said Haswell Company and carry it over the improved railway in the parish of Easington in the county of Durham on a gradient not exceeding one in forty-seven and section eleven of the North-eastern Railway Act 1887 is hereby repealed.

Period for completion of railway.

16. If the railway is 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 railway or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Imposing penalty if railway not opened within period limited.

17. If the Company fail within the period limited by this Act to complete the railway they shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway is completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the railway:

The said penalty may be applied for by any landowner or other person claiming to be compensated in respect of the railway in

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accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in the third section of 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 the said third section of the said Act to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided:

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the railway by unforeseen accident or circumstances beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing for application of penalty.

18. 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 has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway 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 the 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 High Court may seem fit:

If no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has 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 if a receiver has been appointed or the Company is insolvent and has been ordered to be wound up or the railway has been abandoned be paid to such receiver or to the liquidator or liquidators of the Company or be applied in the discretion of the court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid to the Company.

Further works to be made by Company.

19. Subject to the provisions of this Act the Company may in the lines shown upon the deposited plans and so far as the same are shown on the deposited sections in accordance with the levels shown

on those sections make the works herein-after described and may exercise the powers herein-after mentioned and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes (that is to say):—

In the county of Durham—

(1) They may in substitution for the Oxbridge Lane level crossing make a new road in the parish of Stockton-on-Tees commencing and terminating by junctions with Oxbridge Lane and carry the same under their Stockton and Hartlepool Railway by a bridge or archway and in connexion therewith may divert and alter the levels of Hind Street and Earl Street: (Oxbridge Lane level crossing Stockton-on-Tees.)

So soon as the said new road and diversions are completed and opened to the public the Company may stop up and appropriate to the purposes of their undertaking so much of the existing roads as are shown on the deposited plans as proposed to be diverted or stopped up:

(2) They may in the parish of Ferryhill substitute a footbridge for the level crossing of the Company's railway from Ferryhill to Byers Green by the footpath leading from Ferryhill to East Howle near the East Howle Colliery sidings: (Footpath level crossing at East Howle.)

So soon as the said footbridge is completed and opened to the public the Company may stop up and abolish the said level crossing and all rights of way over the same shall thereupon be extinguished:

In the east riding of the county of York—

(3) They may in the parish of Pocklington substitute a footbridge for the level crossing by which the footpath leading from South Parade to Cemetery Road crosses the Company's York and Market Weighton Railway at the east end of their Pocklington Station: (Footpath level crossing at Pocklington.)

So soon as the said footbridge is completed and opened to the public the Company may stop up and abolish the said level crossing and all rights of way over the same shall thereupon be extinguished:

In the town and county of the town of Kingston-upon-Hull—

(4) They may in substitution for the Craven Street level crossing make a new road in the parish of Drypool commencing by a junction with Craven Street and terminating by a junction with Hedon Road and carry the same over their Hull and Withernsea Railway by a bridge and in connexion therewith they may also make another new road extending therefrom to Woodhouse Street on the site of the (Craven Street level crossing Hull.)

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existing road called Brumby's Terrace and such other additional works as shall be agreed upon between the Company and the mayor aldermen and burgesses of the borough of Kingston-upon-Hull:

So soon as the said new roads are completed and opened to the public the Company may stop up and abolish the said level crossing and the occupation road on the lands belonging to the Company extending from Hedon Road to the said level crossing and all rights of way over the same shall thereupon be extinguished.

Confirming agreement with corporation of Stockton-on-Tees.

20. The agreement set forth in the First Schedule to this Act and made between the Company of the one part and the mayor aldermen and burgesses of the borough of Stockton-on-Tees of the other part is hereby confirmed and made binding upon the parties thereto respectively and all expenses which may be incurred by the said mayor aldermen and burgesses thereunder shall be deemed to be expenses for the purposes of the Public Health Act 1875.

Confirming agreement with corporation of Kingston-upon-Hull.

21. The agreement set forth in the Second Schedule to this Act and made between the Company of the one part and the mayor aldermen and burgesses of the borough of Kingston-upon-Hull of the other part is hereby confirmed and made binding upon the parties thereto respectively and all expenses which may be incurred by the said mayor aldermen and burgesses thereunder shall be deemed to be expenses for the purposes of the Public Health Act 1875.

Stopping up of certain level crossings.

22. The Company may stop up and abolish the level crossings herein-after described and all rights of way over the said level crossings are hereby extinguished The level crossings herein-before referred to are—

In the county of Durham—

(Footpath level crossing at Norton.)

(1) The public footpath level crossing on the Company's Stockton and Hartlepool Railway in the parish of Norton at the east end of the Company's Norton Station:

In the west riding of the county of York—

(Booth Ferry Road footpath level crossing.)

(2) The Booth Ferry Road level crossing on the Company's Hull and Doncaster Railway in the parish of Snaith so far as relates to foot passengers:

Provided always that the Company shall before stopping up and abolishing the last-mentioned level crossing for foot passengers construct and shall for ever thereafter maintain a subway for foot passengers under the said railway on each side of the said Booth Ferry Road subject to and in accordance with the provisions of the next following section of this Act.

As to subways at Booth Ferry Road Goole.

23. With reference to the subways at Booth Ferry Road referred to in the last preceding section of this Act (in this section called "the subways") the following provisions shall have effect (that is to say):—

(1) The subways shall be approached by slopes and the work shall be carried out so as not to narrow the existing roadway and according to plans to be agreed between the engineers of the local board for the district of Goole (in this section called "the local board") and of the Company respectively or in case of difference between them to the satisfaction of an engineer to be appointed on the application of either party by the Board of Trade:

(2) On the completion of the subways the Company may remove the existing footbridge at Booth Ferry Road:

(3) The local board shall contribute the sum of five hundred pounds towards the cost of the subways Such sum shall be paid to the Company by the local board within three months after the completion of the subways and shall be deemed to be expenses incurred by the local board for the purposes of the Public Health Act 1875.

Power to purchase and hold additional lands.

24. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may from time to time enter upon take and use all or any of the lands herein-after described or referred to and delineated on the deposited plans and described in the deposited books of reference and may hold and retain any of such lands which they have already purchased and may divert such roads and footpaths as are shown on the deposited plans of the said lands as intended to be diverted:—

In the city and county of Newcastle-upon-Tyne—

Certain lands in the parish of Saint Nicholas situate on the west of and adjoining Queen Street and on the south of and adjoining the Company's railway:

In the county of Northumberland—

Certain lands in the parish of Benwell situate on the north of and adjoining the Company's Newcastle and Carlisle Railway between Scotswood Villa and Delaval Colliery:

In the county of Durham—

Certain lands in the parish of Gateshead situate on the west of and adjoining the Company's locomotive works at Rabbit Banks Gateshead:

Certain lands in the parish of Merrington situate on the west of and adjoining the public road leading from Cleves Cross to Ferryhill Station near Ferryhill Station:

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Certain lands in the parish of Sedgefield situate on the east of and adjoining the Company's Ferryhill and West Hartlepool Railway at their Sedgefield Station:

Certain lands in the parishes of Eaglescliffe and Stockton-on-Tees situate on both sides of and adjoining the Company's Railway at Eaglescliffe Station:

Certain lands in the parish of Stockton-on-Tees situate on the north of and adjoining the Company's Stockton and Hartlepool Railway near the west side of Oxbridge Lane level crossing:

Certain lands in the parishes of Norton and Stockton-on-Tees situate on the south of and adjoining the Company's Stockton and Hartlepool Railway near North Shore Junction:

In the north riding of the county of York—

Certain lands in the parish of Thirsk situate on the east of and adjoining the Company's York and Newcastle Railway near Thirsk Station:

Certain lands in the parish of Scarborough to the south of and adjoining the Scarborough and Whitby Railway at Gallows Close:

Provided always that the Company shall in addition to any other compensation to which Messieurs John Waddell and Sons may be entitled in respect of any interest in such last-mentioned lands by reason of occupation or otherwise pay to the said John Waddell and Sons such compensation as may be necessary to reimburse them for any expenditure made by them in respect of works constructed by them upon their own account upon the said lands during their occupation thereof and since the twenty-seventh day of January one thousand eight hundred and eighty-seven Provided also that the owners of the lands numbered 1 on the deposited plans for the township of Scarborough shall not be required to sell or convey the same to the Company unless the Company shall purchase therewith the lands belonging to the said John Waddell and Sons as the same are shown on a map signed by the Right Honourable the Lord Brassey the Chairman of the Committee of the House of Lords to which the Bill for this Act was referred and coloured pink upon the said map provided the said John Waddell and Sons shall be willing and able to sell and convey the same to the Company at such price as may be agreed upon or settled under the provisions of the Lands Clauses Acts Provided also that the Company shall not exercise the powers by this Act conferred upon them with reference to the said lands unless notice shall be given by the Company for the purchase of the said lands within twelve months after the passing of this Act and upon such purchase they shall forthwith proceed to

utilise the said lands and shall open a terminal goods depôt thereon for the use of the public within three years after the passing of this Act:

In the east riding of the county of York—

Certain lands in the parish of Norton situate on both sides of and adjoining the Company's York and Scarborough Railway near Malton Station:

In the town and county of the town of Kingston-upon-Hull—

Certain lands in the parish of Drypool on both sides of and adjoining the Company's Hull and Withernsea Railway near Craven Street level crossing:

Certain lands in the parish of Sculcoates situate on the west of and adjoining the Company's railway near the Botanic Gardens Station:

In the west riding of the county of York—

Certain lands in the parish of Snaith on the south-east of and adjoining the Company's Hull and Doncaster Railway on the south side of Booth Ferry Road:

Certain lands in the parish of Leeds situate on the east of and adjoining the Company's railway between Leeds and Headingley Stations:

Certain lands in the parish of Leeds situate on both sides of and adjoining the Company's Leeds and Selby Railway near the Neville Hill sidings.

For the protection of Thomas Anthony Swinburne.

25. For the protection of Thomas Anthony Swinburne his successors and assigns (herein-after called "the owner") and of the property in the parish of Eaglescliffe known as Whitley Springs Farm the following provisions shall (unless otherwise agreed between the owner and the Company) have effect (that is to say):—

1. Notwithstanding anything in this Act or shown on the deposited plans the Company shall not except as herein-after provided enter upon take or use or obstruct the user by the owner and his tenants of the road numbered on those plans 3 in the parish of Eaglescliffe:

2. The Company may widen the bridge carrying their railway over the said road on its western side to an extent not exceeding twenty feet and shall effect such widening by means of a girder bridge having a clear headway above the existing surface of the said road throughout its entire width of not less than ten feet:

3. The Company may also construct a girder bridge of not more than twenty feet in width over the said road Provided that

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a distance of not less than forty feet shall intervene between the said bridge and the western side of the existing bridge as widened as aforesaid and such bridge shall have a headway above the said road throughout the entire width thereof of not less than ten feet and except as aforesaid the Company shall not construct any erection over the said road:

4. For the purpose of obtaining a headway of ten feet under the bridge secondly herein-before referred to the Company may alter the level of the said road but shall not make the gradient of the same at any point steeper than one in thirteen:

5. The Company shall divert the drain situate in the portion of the property numbered 6 in the said parish which the Company are by this Act authorised to acquire along the western side of such portion of property in such manner as to provide for the carrying off of the waters flowing down the said diverted drain as effectually as heretofore:

6. Before interfering with the pond in the property numbered on the deposited plans 2 in the parish of Eaglescliffe the Company shall construct in a position to be reasonably approved by the owner a pond of equal capacity and convenience:

7. Any difference which may arise between the owner and the Company under this section shall be determined by an arbitrator to be appointed (unless otherwise agreed) by the Board of Trade on the application of either party and the decision of such arbitrator shall be final and binding and the costs of such arbitration shall be in the discretion of the arbitrator.

Enlargement of Leeds New Station.

26. Subject to the provisions of this Act the two companies may extend their Leeds New Station and for the purposes thereof may enter upon take and use all or any of the lands herein-after described or referred to and delineated on the deposited plans and described in the deposited books of reference and may make maintain and use additional rails and other works and buildings thereon and may stop up divert or arch over such roads footpaths or watercourses as are shown on the deposited plans as intended to be stopped up diverted or arched over respectively The lands herein-before referred to are—

(1) Certain lands in the parish of Leeds situate on the south side of and adjoining the Leeds New Station between the east side of the Company's engine shed and the west side of the bridge carrying the Company's railway over Briggate:

(2) Certain lands in the parish of Leeds situate on the north of and adjoining the said station between the west side of Neville Street and the west side of the bridge carrying the Company's railway over Briggate:

The said extension of the Leeds New Station and the works connected therewith shall for the purposes of tolls rates and charges be deemed part of the Leeds New Station undertaking of the two companies:

The provisions contained in sections forty to sixty-two both inclusive of the Leeds New Railway Station Act 1865 shall extend and apply to the extension of the Leeds New Station by this Act authorised as if the said extension had formed part of the station and works authorised by that Act except as to the power to enter into agreements with the Midland Railway Company contained in section forty of that Act.

For the protection of the corporation of Leeds.

27. The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Leeds (in this section referred to as "the corporation") shall with reference to the widening and station extension and works authorised by this Act to be constructed in the said borough apply and have effect (that is to say):—

1. In connexion with the lands in the parish of Leeds situate on the north side of and adjoining the Company's Leeds and Selby Railway near the Neville Hill sidings and subject to any rights of pre-emption of any person the Company shall grant to the corporation either in exchange for other lands now belonging to them or for a money consideration such parts of the piece of land in the said parish numbered on the deposited plans 3 as shall make a mutually convenient boundary between the lands of the corporation and the Company respectively:
2. The Company shall at their own expense construct the new bridge to carry the road over their railway in lieu of the road numbered on the deposited plans 782 and marked "to be stopped up" thirty-six feet wide measured between the parapets and at the request of the corporation the Company shall construct such bridge any increased width up to fifty feet and the corporation shall bear the extra cost incurred in constructing such bridge a greater width than thirty-six feet:
3. With a view of maintaining light and air to the footpath intended to be substituted for the footpath numbered 775 on the deposited plans the Company shall not erect between such

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footpath and their line of railway any building or close fence or boundary wall of a greater height than six feet above the level of such diverted footpath Provided always that the provisions of this enactment shall not extend to prevent the Company from erecting such buildings or works as may be necessary for the safe and proper working of their railway:

4. Notwithstanding anything shown on the deposited plans the Company shall not stop up or divert any part of Pontefract Street but the Company may carry the said street over their railway by a bridge or bridges provided the lines and levels of the said street are left unaltered:

5. The intended levels for the diversion of Pontefract Lane and the extension of Pontefract Avenue into such diversion as shown on the deposited plans shall not be departed from without the consent of the corporation:

6. The Company shall dedicate to the public use as part of Pontefract Lane sufficient land to enable the corporation at its own expense to make Pontefract Lane forty-eight feet wide from the east end of Lavender Walk to the west side of Pontefract Street and in the event of the Company under the powers of this Act purchasing the houses and property situate between Pontefract Mount and Pontefract Lane the Company shall also dedicate to the public use any vacant land between the said houses and Pontefract Lane:

7. The Company shall add to the present footpath known as Lavender Walk commencing at Pontefract Lane and terminating at the junction of Lavender Walk with Upper Accommodation Road sufficient land to make such footpath forty-eight feet wide and thereafter Lavender Walk so widened shall be deemed to be a new street within the meaning of the Leeds Improvement Acts and all the powers now vested in the corporation under their local Acts relating to the sewering draining levelling flagging and paving of streets and the recovery of the expenses thereof shall apply and have effect:

8. The Company shall at their own expense if they stop up or permanently interfere with East Field Street or Railway Street construct a new street thirty-six feet wide and with the best practicable gradients for the whole length thereof between Upper Accommodation Road and Marsh Lane in such a line as will provide a reasonably continuous street using as part of the site thereof the whole or part of the sites of Hampton Street Clay Street Grantham Street and Crispin Street:

9. Except for the purpose of adjusting the levels at the junctions of the existing and proposed streets and except as herein otherwise provided the Company shall not alter the levels of any street in the borough:

10. Before taking down or otherwise interfering with the police station belonging to the corporation situate in Marsh Lane the Company shall at their own expense erect and provide a new police station in a reasonably convenient site in Marsh Lane in the immediate vicinity of the existing police station and having accommodation with all proper modern arrangements and conveniences reasonably equivalent to the accommodation in the said existing police station:

11. The Company shall not stop up or permanently interfere with any part of Greenfield Road until they shall have at their own expense extended Shannon Street into Upper Accommodation Road:

12. The Company shall not stop up the footbridge in continuation of Cleveland Street numbered "330" and marked "Footbridge to be removed and footpath to be stopped up" on the deposited plans but the Company may increase by six feet the height of such footbridge at the northerly end thereof and may also extend the same at such height to such an extent in the direction of Shannon Street as will admit of a proper sloping approach from Shannon Street being made and will also provide a sloping approach from Richmond Road:

13. In the event of the Company under the powers of this Act stopping up or permanently interfering with Brussels Street the Company shall make a new street alongside their widened railway from Duke Street to Marsh Lane thirty-six feet wide throughout the whole length thereof and they may include the whole or part of the site of Off Street in such intended new street:

14. The bridges for carrying the widened railway over the following streets shall be constructed of the respective spans headways and forms mentioned in the following table (that is to say):—

Street.	Clear width of Street under span of Bridge.	Clear headway in centre of Span.	Form of Bridge.
	Feet.	Feet.	
Marsh Lane - -	50	16	Horizontal girder.
Back Lane -	28 ft. 9 in.	—	Arch.
Brick Street - -	30	16	Arch.
Duke Street - -	50	16	Horizontal girder.
Church Lane - -	30	16	Arch.

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Street.	Clear width of Street under span of Bridge.	Clear headway in centre of Span.	Form of Bridge.
	Feet.	Feet.	
Kirkgate Cross York Street and Wharfe Street.	50	16	Same as existing bridge in each case.
Crown Street - -	30	16	Horizontal girder.
Call Lane - - -	39 ft. 6 in.	16	Horizontal girder.
Briggate - - -	53 ft. 9 in.	—	Same as existing bridge.
Swinegate - -	39 ft. 6 in.	Same level as existing adjoining bridges.	Same as existing bridges.
Neville Street (three bridges).	Same width as road in each case.	Same level as existing bridges.	Same as existing bridges.

15. In constructing the bridges mentioned in the preceding table the abutments thereof shall not encroach on the streets and unless otherwise agreed in the case of the bridges over Marsh Lane Duke Street and Briggate respectively where the span is greater than the width of the street the difference or extra width shall be added to the street on the easterly side thereof and in the case of the bridge over Kirkgate such difference or extra width shall be added to such street on the westerly side thereof :

16. The prescribed headway of the several girder bridges shall be clear throughout the length of such bridges and for the full width of the roadway and the new parapets of all widened bridges and of any existing bridges which may be reconstructed shall be not less than seven feet above the level of the rails and for such distance beyond the line of street on each side as will form an efficient screen to passengers along the street :

17. The surfaces of the abutments and piers and of the walls between such abutments of the existing bridges and of the widenings proposed to be made under this Act over Swinegate and Neville Street respectively shall be faced for the whole length thereof with best white glazed bricks but not so as to project beyond the line of the plinths or base courses (if any) Provided that where there is a plinth or base course such facing shall commence from the top of the plinth or base course :

18. All the said bridges shall as far as reasonably practicable be made and for ever hereafter kept water-tight and drop dry at all times and shall be maintained in repair by the Company :

19. From and after the passing of this Act the Company shall not use or permit to be used the parapets abutments or

screens of any new or existing bridge fronting to any street for advertising or bill posting purposes except for advertisements or bills of the Company:

20 All spaces under the intended new bridges or in the event of any existing bridges being reconstructed then under such existing bridges as are so reconstructed shall be dedicated to the public use and if the Company under the provisions of this Act become the owners of any lands in Church Lane adjoining the bridge over the same they shall dedicate to the public use a strip of land of sufficient width to make Church Lane as wide as the said bridge over the same:

21. The corporation may place and maintain on those parts of Swinegate and Neville Street respectively which will be covered by the present bridges and the bridges and widenings authorised by this Act sufficient gas lamps or other artificial light or illuminant and the corporation may keep the same lighted by day and by night and the Company shall pay to the corporation half-yearly on demand such sum as may be expended for the purpose of placing maintaining and lighting the said lamps light or illuminant and as shall be certified by the treasurer or other officer of the corporation to have been so expended:

22. As to the existing iron bridges carrying the company's railway over Marsh Lane Kirkgate and Briggate respectively the Company shall at their own expense if and when they reconstruct the floors (including the bearers or girders) of such bridges or any of them rebuild such bridge or bridges of such a width on the square as will leave thereunder a clear width of street not less than the width of street under the new bridges:

23. The Company shall on obtaining when necessary additional powers for that purpose purchase or otherwise acquire the necessary lands for carrying out the following street widenings and shall dedicate such lands to the public use as part of such streets respectively (that is to say):—

(A) A widening of Shannon Street by adding thereto the land situate northerly of a straight line drawn from the north-westerly corner of that part of Cleveland Street which is situate south of Shannon Street and extending to and terminating at the north-easterly corner of that part of Council Street as lies south of Shannon Street:

(B) A widening of Marsh Lane on the easterly side by adding thereto so far as the Company become under the provisions of this Act the owners of any lands

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situate on that side a strip of land of sufficient width to make Marsh Lane not less than fifty feet wide:

(c) A widening of the Calls at its junction with Call Lane by setting back the premises numbered 29 on the deposited plans so far as they project beyond the frontage line of the premises immediately adjoining thereto on the westerly side Provided that this widening shall only be made in the event of the Company requiring for their own purposes to pull down the front of such premises:

(d) A widening of Swinegate on the southerly side by adding to that street the land lying northerly of a straight line drawn from the corner of the abutment of the bridge under New Station Street to the corner of the abutment of the nearest railway bridge:

(e) A widening of the junction of Bishopgate Street with Swinegate on the southerly side within the limits of deviation to such an extent as will not interfere with the due execution by the Company of the works authorised by this Act:

24. Where any building shall be cut through interfered with or damaged so as to be unsightly the portion thereof (if any) retained by the Company as a building shall be restored or altered so as to present a neat and substantial appearance:

25. The Company shall not break up any street or interfere with any sewer drain or watercourse or any gas or water main pipe or underground apparatus of the corporation until they shall have given to the borough engineer three clear days notice in writing of their intention to commence the intended works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they will affect the street sewers drains watercourses gas and water mains and apparatus proposed to be interfered with:

26. Sections eighteen to twenty-three inclusive of the Railways Clauses Consolidation Act 1845 shall apply to all sewers watercourses water pipes and gas pipes of the corporation and whenever in the above-named sections the word "company" or "society" is used the same shall for all the purposes of this section be held to extend to and include the corporation:

27. In the construction of all new streets or the diversion or widening of existing streets the sewering draining levelling flagging and paving of such streets and providing and laying

the necessary gas and water mains or pipes shall be done by the corporation for and at the expense of the Company except where otherwise provided:

28. Any road or footpath to be carried by a bridge over the widened railway authorised by this Act together with the approaches thereto shall be maintained and repaired by and at the expense of the Company:

29. So far as the provisions of this section cannot be carried out by the Company without further statutory powers such provisions shall be subject to the Company obtaining the necessary powers from Parliament to enable them to carry out the same:

30. The corporation and the Company may enter into and carry into effect agreements for any variation in the works to be done under this section or in the mode of executing such works:

31. Any difference which may arise between the corporation and the Company as to the true intent and meaning of any of the provisions of this section or as to the mode of giving effect thereto shall be determined by a single arbitrator and in accordance with the provisions of the Arbitration Act 1889:

32. So far as the provisions of this section relate to the extension of the Leeds New Station and the works connected therewith referred to in the last preceding section of this Act the same shall be carried out by the two companies and the expression "the Company" shall in construing such last-mentioned provisions mean and include the two companies.

Provisions for the Leeds and Liverpool Canal Company.

28. For the protection of the Company of Proprietors of the Canal Navigation from Leeds to Liverpool (in this section called "the Canal Company") the following provisions shall have effect (to wit):—

(1) The two companies shall not under the provisions of this Act take or enter upon any land or property of the Canal Company except so much of such land or property as is situated on the north side of a red line marked at its extremities A and B on a plan signed in duplicate by the Right Honourable the Lord Brassey the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred one of such plans being in the possession of the two companies and the other in the possession of the Canal Company And the two companies shall not enter upon or acquire any easement or right in accordance with the provisions of this Act in any part of such land or property on the north of the said red line except

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such part or parts thereof as shall be particularly mentioned and described by a notice in writing under the hands of the secretaries or secretary of the joint committee of the two companies to be given in accordance with the provisions of section eighteen of the Lands Clauses Consolidation Act 1845 and to be delivered to the law clerk or engineer of the Canal Company within twelve months from the passing of this Act:

(2) The extension of station and works by this Act authorised shall be carried over and above the canal basins warehouses and other works and property of the Canal Company by means of arches or girders supported on piers or pillars so as to leave the said canal basins warehouses and other works and property so far as may be accessible and open for use at all times and as far as may be free from drip and percolation of water from above and the position of such piers or pillars and the heights of such arches or girders (not being less than the heights of the existing arches or girders over the adjacent property of the Canal Company) and the lighting of the spaces beneath such arches or girders and all other details of an engineering character connected therewith or affecting the said portion of the property and works of the Canal Company shall be agreed upon between the respective engineers for the time being of the two companies and the Canal Company or failing such agreement shall be determined by an umpire to be appointed by those engineers in the manner provided by the Arbitration Act 1889 and the two companies shall not purchase or take compulsorily any more of the said portion of the property of the Canal Company than shall be necessary for the sites of the said piers and pillars with the right to make and from time to time to repair and maintain the said arches or girders over the said canal basins and other works and property of the Canal Company and to construct repair maintain and use in perpetuity the extension of station and works by this Act authorised upon over and above those arches and girders:

(3) The two companies shall make good all damage that may be occasioned to the works and property of the Canal Company by the construction renewal or want of repair of the extension of station and works by this Act authorised to be made over their property and if for seven days after notice in writing given by the Canal Company the two companies neglect to proceed with due diligence to make good such damage the Canal Company may if they think fit make good the same and the amount expended by them in so doing shall be paid to them by the two companies Provided always that in any case

of pressing necessity the Canal Company may proceed to make good such damage and recover payment for the same without giving such notice as aforesaid:

(4) In case by reason or in the execution of the extension of station and works by this Act authorised the said canal basins or the towing-path adjacent thereto shall be by any act or omission of the two companies obstructed or be rendered impassable or dangerous for boats barges or other vessels navigating or using the same then the two companies shall pay to the Canal Company as or by way of ascertained damages the sum of fifty pounds for every day during which the said canal basins and towing-path shall be so obstructed or rendered impassable or dangerous and so in proportion for any less time than one day and in default of payment of the said sum on demand being made on the secretaries or secretary of the joint committee of the two companies any two or more of Her Majesty's justices of the peace for the west riding of the county of York are hereby empowered on application to them made by the Canal Company or by any person or persons by them authorised by warrant under their hands and seals to cause the amount of such sum or sums of money to be levied by distress and sale of any goods and chattels of the two companies and to be paid to the Canal Company or to their treasurer or clerk for the time being rendering the overplus (if any) on demand after deducting the reasonable charges for making such distress and sale and the costs and expenses of hearing and determining the matter in dispute to the secretaries or secretary of the joint committee of the two companies for the use of the two companies or otherwise the Canal Company may sue for and recover the same together with costs of suit against the two companies in any court of competent jurisdiction:

(5) Nothing in this Act contained shall prevent the Canal Company from recovering against the two companies any special damage that may be sustained by the Canal Company in consequence of the works to be executed by the two companies or by the Canal Company for the two companies under the provisions herein-before contained or by reason of any water in consequence of those works oozing or escaping from the canal or on account of any act work neglect or default of the two companies not herein specifically provided for and the Canal Company may sue for and recover such damage accordingly:

(6) The compensation money to be paid by the two companies to the Canal Company for all easements and rights in and over and interference with the aforesaid portions of their property under the provisions of this Act shall be settled by arbitration in

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manner and with the like powers and incidents as are provided by the Lands Clauses Acts with reference to the settlement of compensation by arbitration and the sum so fixed shall be paid by the two companies to the Canal Company within fifteen months after the passing of this Act with interest thereon at the rate of four pounds per centum per annum from that date until the actual payment thereof or from any earlier date at which the two companies shall require and obtain possession of the easements and rights required and allowed by this Act to be taken by them the Canal Company upon such payment executing to the two companies a conveyance free from all incumbrances of the easements and rights to be acquired by them under this Act.

Provision as to repair of new roads &c.

29. Every new road or footpath constructed under the powers of this Act (other than any new road or footpath made or diverted for the purpose of any new railway by this Act authorised and except the structure of any bridge carrying the same over any railway which structure shall unless otherwise agreed be maintained by the Company or the two companies as the case may be) shall when completed be maintained by the persons liable to maintain the public highways within the districts in which such new roads and footpaths will be situate If any question shall arise between the Company or the two companies as the case may be and any of such persons as to the due completion of any new road or footpath such question shall from time to time be determined by two justices on the application of either of the parties in difference and the certificate of the justices of the due completion of such new road or footpath shall be conclusive evidence of the fact so certified.

Extinguishment of rights of way.

30. All rights of way over or along the several roads footpaths or other highways or portions thereof which shall under the provisions of this Act be stopped up and over any of the lands which shall under the compulsory powers of this Act be acquired shall be and the same are as from such stopping up or acquisition hereby extinguished.

Site of roads and footpaths stopped up to vest in Company.

31. Where the Company or the two companies as the case may be shall under the provisions of this Act divert or stop up any road or footpath the soil and site of the road or footpath so diverted or stopped up to the extent of the lands of the Company or the two companies as the case may be or of which under the powers of this Act they become the owners on both sides of such road or footpath shall subject to the provisions of the Railways Clauses Consolidation Act 1845 with regard to mines and minerals lying under or near to the railway thereupon vest in and thenceforth be held by them in fee as part of their undertaking.

Period for compulsory purchase of lands.

32. The powers by this Act conferred upon the Company and the two companies respectively for the compulsory purchase of lands and buildings shall cease after the expiration of three years from the passing of this Act.

Power to owners to grant easements to Company &c.

33. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company or to the two companies as the case may be any easement right or privilege (not being an easement of water) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Owners may be required to sell parts only of certain lands and buildings.

34. And whereas in the construction of the railway widening improvements and works by this Act authorised or otherwise in the exercise by the Company or the two companies as the case may be of the powers of this Act it may happen that portions only of certain lands buildings or manufactories shown on the deposited plans will be sufficient for the purposes of the Company or the two companies as the case may be and that such portions may be severed from the remainder of the said properties without material detriment thereto Therefore the owners of and persons interested in the lands buildings or manufactories described in the Third Schedule to this Act and whereof parts only are required for the purposes of the Company or the two companies as the case may be may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of the said properties without such material detriment as aforesaid be required to sell and convey to the Company or the two companies as the case may be the portions only of the properties so required without the Company or the two companies as the case may be being obliged or compellable to purchase the whole or any greater portion thereof the Company or the two companies as the case may be paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other persons interested therein by severance or otherwise:

If for twenty-one days after the service of notice to sell and convey any portion or portions of the said property any owner or other person shall fail to notify to the Company or the two companies as the case may be that he alleges that such portion or portions cannot be severed from the remainder of the property without causing the material detriment mentioned then the Company or the

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two companies as the case may be may proceed to take such portion or portions only but if within such twenty-one days he shall by notice to the Company or the two companies as the case may be allege that such portion or portions cannot be severed from the remainder without causing such material detriment as aforesaid then the tribunal to whom the question of disputed compensation shall be submitted shall determine the matter of the said allegation in addition to the other questions required to be determined by them Provided always that if in the opinion of the said tribunal any such portion or portions cannot be severed from the remainder of such property without such material detriment the Company or the two companies as the case may be may withdraw their notices to treat for the portion or portions of the property required by them and thereupon they shall pay to the owner of or other person interested in the property in respect of which they have given notice to treat all costs charges and expenses reasonably and properly incurred by them in consequence of such notice Provided also that if in the opinion of such tribunal any such portion or portions can notwithstanding the allegation of such owner or other person be severed from the remainder without such material detriment then such tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by such owner or person incident to the arbitration or inquiry shall be borne and paid by such owner or person The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

Restrictions on displacing persons of labouring class.

35.—(1.) Neither the Company nor the two companies shall under the powers of this Act purchase or acquire in any city borough or other urban sanitary district or any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company or the two companies as the case may be—

(A) Shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation

in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(b) Shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme.

(2) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Local Government Board have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced:

Provided that the Local Government Board may dispense with the last-mentioned requirement subject to such conditions (if any) as they may see fit.

(4) Any provisions of any scheme under this section or any conditions subject to which the Local Government Board may have approved of any scheme or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of Mandamus to be obtained by the Local Government Board out of the High Court.

(5) If the Company or the two companies as the case may be acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom Provided that the Court may if it think fit reduce such penalty.

(6) For the purpose of carrying out any scheme under this section the Company or the two companies as the case may be may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections one hundred and seventy-six and two hundred and ninety-seven of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by the Company or the two companies as the case may be for the purposes of any scheme under this section in the same manner in all respects as if

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the Company or the two companies as the case may be were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

(7) The Company or the two companies as the case may be may on any lands belonging to them or purchased or acquired under this section or any provisional order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking :

Provided that all lands on which any buildings have been erected or provided by the Company or the two companies as the case may be in pursuance of any scheme under this section shall for a period of twenty-five years from the passing of this Act be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment:

Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as they may see fit.

(8) So much of section one hundred and fifty-seven of the Public Health Act 1875 as provides that the provisions of that section and of sections one hundred and fifty-five and one hundred and fifty-six of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by the Company or the two companies as the case may be for the purpose of any scheme under this section.

(9) The Local Government Board may direct any inquiries to be held which they may deem necessary in relation to any scheme under this section and may appoint or employ inspectors for the purposes of any such inquiry and the inspectors so appointed or employed shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

(10) The Company or the two companies as the case may be shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any provisional order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including

the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

(11) Any houses on any of the lands shown on the deposited plans occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired by or on behalf of the Company or the two companies as the case may be and for which houses no substitutes have been or are directed to be provided by any scheme approved by the Local Government Board under the powers of any previous Act relating to the Company or the two companies as the case may be shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition Provided that if the Local Government Board is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the Local Government Board they might have been sufficient to accommodate.

(12) For the purposes of this section the expression "labouring class" includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

Legalising bridges over Shot Factory Lane Newcastle-upon-Tyne.

36. The Company's bridges over Shot Factory Lane in Newcastle-upon-Tyne as the same now exist are hereby legalised and the Company may hereafter maintain and use the said bridges as part of their authorised undertaking.

Company may abandon portions of West Durham Railway.

37. The Company may abandon and discontinue the maintenance of so much of their West Durham Railway as extends from the east side of the bridge carrying the same over the River Wear in the parish of St. Andrew Auckland in the county of Durham to the termination of such railway at the Old White Lea Colliery in the parish of Brancepeth in the same county except the portion of such railway situate between the junctions therewith in the parish of Brancepeth in the same county of the Company's Bishop Auckland and Durham Branch and of the Bowden Close Colliery Private Branch Railway and as to such parts of the land forming the site of such railway as are freehold and are not required to be

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retained by the Company for other purposes of their undertaking the Company may sell the same and as to such parts of the land forming the site of such railway as are held by the Company upon leasehold tenure the Company may determine the subsisting leases thereof within such periods and upon such terms and conditions as may be prescribed by such leases or in the case of leases containing no power of termination by the lessees then upon payment of reasonable compensation to the owners or other persons interested in the lands comprised therein for any injury or damage sustained by them respectively by reason of the determination of such leases and the amount of such compensation shall be determined in manner provided by the Lands Clauses Consolidation Act 1845 for determining the amount of compensation payable for lands taken under the provisions thereof.

Apportionment of rent of lands forming site of West Durham Railway.

38. In case any lands which form part of the site of the said West Durham Railway are comprised in any lease for a term of years unexpired together with other lands which the Company require to retain for the purposes of their undertaking the rent payable in respect of the lands comprised in such lease shall be apportioned between the lands so required to be retained and the residue of such lands and such apportionment shall failing agreement between the parties interested be settled by two justices in manner provided by the Lands Clauses Consolidation Act 1845 with respect to the settlement by two justices of questions of disputed compensation and after such apportionment the Company shall only be liable to so much of the rent as shall be apportioned in respect of the lands required to be retained for the purposes of their undertaking and the lessor shall with regard to that part of the land which shall be retained by the Company have the same rights and remedies for the recovery of such last-named portion of the rent as previously to such apportionment he had for the recovery of the whole rent reserved by such lease and all the covenants conditions and agreements of such lease except as to the amount of rent to be paid shall remain in force in the same manner as they would have done in case such part only of the land as shall be retained by the Company had been originally included in the lease.

Provisions as to dock charges.

39. If any ship shall clear or leave any of the Company's docks at Hartlepool West Hartlepool and Middlesbrough and their Tyne Docks at Jarrow or any staith quay wharf or other works of the Company connected therewith or near thereto respectively destined for more than one port or place with solid or liquid fuel for use on board such ship or with cargo intended to be carried partly to one port or place and partly to another port or place the Company may charge demand and receive rates or dues on the ship as if she had

cleared or left the docks for such one of those ports or places as the Company may select.

Penalty for giving false information as to destination of ship.

40. The master or owner of any ship who in reply to inquiries by any officer of the Company knowingly gives false or incorrect or incomplete information as to the destination of his ship on leaving the docks or as to the destination of any cargo or solid or liquid fuel on board of such ship shall be liable to a penalty not exceeding twenty pounds recoverable before a court of summary jurisdiction in manner provided by the Summary Jurisdiction Acts or any of them and such penalty shall belong and shall be paid to the Company.

Extending time for sale of certain superfluous lands.

41. Notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company with which that Act is incorporated the periods within which the Company may sell and dispose of any superfluous lands shall be extended as follows (that is to say) As regards any such lands situate near to or adjoining any railway or station of the Company for the period of ten years from the passing of this Act and as regards any other such lands for the period of two years from the passing of this Act Provided that in the case of lands acquired by the Company under the powers of the North-eastern Railway Company's (Hull and Doncaster Branch) Act 1863 from William Henry Carter Dunhill his trustees representatives or predecessors in title such period shall be extended for a period of three years only from the passing of this Act.

Provision as to votes in respect of stocks held jointly.

42. For the purpose of better ascertaining the number of votes to which proprietors of stocks of the Company are entitled the Company may if they think fit require that in the case of any stocks to which several persons are jointly entitled whether beneficially or as trustees or otherwise all the stocks to which such persons are so entitled shall be registered in the same name or names and in the same order of names and the Company may refuse to register the holders of any stocks in cases to which this section applies otherwise than in accordance with this section:

Where at the time of the passing of this Act any persons are registered otherwise than as aforesaid the Company may apply to the High Court in a summary way or in such manner as may be directed by any rules of court for leave to amend the register in accordance with this section and the court after such notices inquiry or hearing as it thinks just may give leave accordingly subject to such conditions (if any) and on such terms as to costs as the court thinks just:

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Any person aggrieved by any requirement or refusal of the Company under this section may in like manner apply to the court and the court may make such order on such terms as to costs or otherwise as the court thinks just:

Expressions in this section have the same meanings as in the Companies Clauses Consolidation Acts.

Power to Company and North-western Company to apply funds to purposes of this Act.

43. The Company and the North-western Company respectively may appropriate and apply to all or any of the purposes or objects of this Act in which they are interested being purposes to which capital is properly applicable any of the moneys which under and by virtue of any existing Acts or of any Act of the present session of Parliament they have respectively raised or are or may be authorised to raise and which may not be required for the purposes to which they are by those Acts made specially applicable.

Power to raise additional capital.

44. The Company may raise by the creation and issue of new shares or stock the sum of five hundred and twenty-five thousand pounds in addition to the moneys which they are or may be authorised to raise by any other Act or Acts of Parliament and such new shares or stock may be created and issued either wholly or partially as ordinary or wholly or partially as preference shares or stock and either alone or together with any other moneys or capital which the Company may be then authorised so to raise.

Shares not to be issued until one fifth part thereof is paid up.

45. The Company shall not issue any such new shares nor shall any such new shares vest in the person accepting the same unless and until a sum not being less than one fifth of the amount of such new shares is paid in respect thereof.

Rights of voting for new shares or stock to be in proportion to the nominal amount thereof.

46. The new shares or stock by this Act authorised shall unless otherwise provided by the prescribed terms of issue or creation thereof confer on the respective holders or proprietors thereof rights of voting and qualifications in proportion to the aggregate nominal value of such shares or amount of such stock and not in proportion to the number of such shares and for such purposes every entire sum of fifty pounds of such nominal value of shares or amount of stock shall be equivalent to one share or sum of fifty pounds in the capital stocks of the Company And no shareholder shall vote or be entitled to be present at the meetings of the Company in respect of any number of such new shares or any amount of such new stock which with any other shares or stock held by him in the Company shall constitute a less interest in the capital stocks of the Company than fifty pounds in nominal value.

New preference shares or stock to rank

47. The Company may by the resolution creating or authorising the creation of any of the new preference shares or stock by this

Act authorised determine that such new shares or stock shall rank pari passu with any other shares or stock of the Company of the same class created subsequently to the passing of that resolution under the powers of any existing Act or of this Act or of any subsequent Act and also if so determined with any other preference shares or stock which shall have been created and issued subject to such a contingency.

pari passu with others if so determined.

48. The Company may by the resolution creating or authorising the creation of any of the new preference shares or stock by this Act authorised attach thereto a condition that the same may be redeemed on the terms then determined and for the purpose of such redemption and for the redemption of any other shares or stock of the Company liable to be redeemed the Company may from time to time create and issue new shares or stock to an amount not exceeding the aggregate amount of the shares or stock proposed to be redeemed:

New preference shares or stock may be created subject to redemption.

Provided that the Company may subject to the provisions of this Act attach to the new shares or stock to be created for such redemption any rights or privileges which by this Act they may attach to the shares or stock for which such new shares or stock are to be substituted but so that the dividend payable in respect thereof shall in case such new shares or stock are made preferential not exceed four pounds ten shillings per centum per annum.

49. The Company may in respect of the said additional capital of five hundred and twenty-five thousand pounds from time to time borrow on mortgage of their undertaking in addition to any other sums which they are or may be authorised to borrow by any other Act or Acts of Parliament any sum not exceeding in the whole one hundred and seventy-five thousand pounds in manner following (that is to say) In respect of each sum of two hundred and sixty-two thousand five hundred pounds of the additional capital of five hundred and twenty-five thousand pounds by this Act authorised to be raised by the creation of shares or stock any sums not exceeding in the whole eighty-seven thousand five hundred pounds:

Power to borrow.

But no part of any such sum of eighty-seven thousand five hundred pounds shall be borrowed until shares for so much of the respective portion of capital in respect of which it is authorised to be borrowed as is to be raised by means of shares are 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 for the whole of the respective portion of capital have been issued and accepted and that one half thereof has been paid up

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and that not less than one fifth part of the amount of each separate share in such respective portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of the said respective portion of additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and to the extent aforesaid paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as the said capital is raised by means of shares 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.

Receipt in case of persons not sui juris.

50. If any money is payable to a shareholder mortgagee or debenture holder 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.

For appointment of a receiver.

51. 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 interest 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 undertaking 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 authorise 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.

Existing mortgages to have priority.

52. All mortgages granted by the Company in pursuance of the powers of any Act of Parliament passed prior to the passing of this Act and which shall be subsisting at the time of the passing thereof shall during the continuance of such mortgages and subject to the provisions of the Act under which such mortgages were

respectively granted have priority over any mortgages granted by virtue of this Act And 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.

53. All moneys raised under this Act whether by shares or stock or borrowing shall be applied only to the purposes of this Act and to the general purposes of the Company being in each case purposes to which capital is properly applicable.

Interest not to be paid on calls paid up.

54. No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise 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.

55. 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.

Provision as to general Railway Acts.

56. Nothing in this Act contained shall exempt the Company or their railway or the North-western Company or their railway from the provisions of any general Act relating to railways or the better or more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the said companies respectively.

Costs of Act.

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

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SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

AN AGREEMENT made the first day of May one thousand eight hundred and ninety-one between the NORTH-EASTERN RAILWAY COMPANY (herein-after called "the Company") of the one part and the MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF STOCKTON-ON-TEES acting as the Urban Sanitary Authority within and for the same borough (herein-after called "the Corporation") of the other part.

WHEREAS by a Bill now being promoted in Parliament by the Company whereof the short title when the same is passed into law will be the North-eastern Railway Act 1891 powers are sought to authorise the Company in substitution for the Oxbridge Lane level crossing to make a new road in the said borough commencing and terminating by junctions with Oxbridge Lane and to carry the same under their Stockton and Hartlepool Railway by a bridge or archway and in connexion therewith to divert and alter the levels of Hind Street and Earl Street in the lines shown on the plans and sections deposited in connexion with the said Bill with the clerk of the peace for the county of Durham and to purchase the land delineated on the deposited plans required for such purposes:

And whereas the said proposed works are to be undertaken by the Company on the terms of an arrangement with the Corporation as herein-after expressed:

Now therefore it is agreed as follows:—

1. The Company shall as soon as may be after the passing of the said Bill into law proceed with the works to be authorised by the said intended Act for carrying Oxbridge Lane under the Stockton and Hartlepool Railway by a bridge or archway and in connexion therewith the diversion and alteration of the levels of Hind Street and Earl Street except the works necessary for and in connexion with the drainage of the said bridge or archway.

2. In addition to the works shown on the deposited plan the Company shall provide steps to enable foot passengers to obtain access to the bridge from Mary Street Manfield Street and High Street and shall also provide the land necessary to enable the Corporation at their own cost to round off the corner of the new road at Yarm Lane.

3. The Corporation shall at their own cost execute and maintain all the works necessary for the efficient drainage of the said proposed bridge or archway and shall indemnify the Company against any claims in respect thereof.

4. The Company shall at their own cost so make and maintain the bridge or archway over the proposed new road as to keep the same as far as practic-

able drip dry and shall construct the outer face of the abutments of the bridge with glazed bricks the quality and colour of which to be approved by the Corporation.

5. Upon the completion and opening to the public of the said intended new road the Corporation shall pay to the Company the sum of 2,000*l.* as a contribution towards the cost thereof.

6. Any dispute or question arising between the Company and the Corporation touching this agreement or anything therein contained shall be from time to time determined by a single arbitrator to be appointed in manner provided by the Arbitration Act 1889.

In witness whereof the Company and the Corporation have respectively affixed their common seals the day and year first above written.

The common seal of the North-eastern Railway Company was hereunto affixed in the presence of

J. SHILLITO,
Secretary's Office,
North-eastern Railway, York.

15071
C.N.W.

L.S.

The common seal of the mayor aldermen and burgesses of the borough of Stockton-on-Tees was hereunto affixed in the presence of

L.S.

MAT. B. DODDS,
Town Clerk,
Stockton-on-Tees.

THE SECOND SCHEDULE.

An Agreement made the first day of May one thousand eight hundred and ninety-one between the North-eastern Railway Company (herein-after called "the Company") of the one part and the Mayor Aldermen and Burgesses of the Borough of Kingston-upon-Hull acting as the Urban Sanitary Authority within and for the same borough (herein-after called "the Corporation") of the other part.

Whereas by a Bill now being promoted in Parliament by the Company whereof the short title when the same is passed into law will be the North-eastern Railway Act 1891 powers are sought to authorise the Company in substitution for the Craven Street level crossing to make a new road in the parish of Drypool in the said borough commencing by a junction with Craven Street and terminating by a junction with Hedon Road and to carry the same over their Hull and Withernsea Railway by a bridge and in connexion therewith also to make another new road extending therefrom to Woodhouse Street on the site of the existing road called Brumby's Terrace in the lines shown on the plans and sections deposited in connexion with the said Bill with the

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clerk of the peace for the town and county of the town of Kingston-upon-Hull and to purchase the land delineated on the deposited plans required for such purposes :

And whereas the Company are seeking to obtain such powers by agreement with the Corporation who have agreed to contribute to the cost of the said works the amount herein-after mentioned upon and subject to the terms and conditions herein-after contained :

Now therefore it is agreed as follows :—

1. The Company shall within a reasonable time after the passing of the said Bill into law proceed with the said works.

2. The width of the new road between Hedon Road and the southern approach to the bridge shall not be less than forty feet and the width of the bridge and approaches not less than thirty-five feet The width of the new road extending into Woodhouse Street shall not be less than the width of the existing terrace.

3. In addition to the works shown on the deposited plans and sections the Company shall provide steps at the north side of the railway to enable foot passengers to obtain access to the bridge from Arundel Street and on the south side of the railway to enable foot passengers to obtain access to the bridge from the north end of Woodhouse Street.

4. All works under this agreement shall be constructed in accordance with detailed plans sections and specifications to be agreed upon between the Corporation and the Company or in default of agreement settled by arbitration.

5. Upon the completion and opening to the public of the said intended new roads and works the Corporation shall pay to the Company one half of the total cost thereof including therein the cost of land and compensation but such half not to exceed the sum of four thousand two hundred and eighty-eight pounds ten shillings as a contribution towards the cost thereof.

6. Any dispute or question arising between the Company and the Corporation touching this agreement or anything therein contained shall be from time to time determined by a single arbitrator to be appointed in manner provided by the Arbitration Act 1889.

In witness whereof the Company and the Corporation have respectively affixed their common seals the day and year first above written.

The common seal of the North-eastern Railway Company was hereunto affixed in the presence of

J. SHILLITO,
Secretary's Office,
North-eastern Railway, York.

15072
C.N.W.

L.S.

The common seal of the mayor aldermen and burgesses of the borough of Kingston-upon-Hull was hereunto affixed in the presence of

L.S.

JOHN B. CHAPMAN,
Town Clerk's Office,
Hull.

THE THIRD SCHEDULE.

Describing Lands Buildings and Manufactories whereof portions only are required to be taken by the Company.

Railway or Work.	Parish.	Number on deposited Plans.
Railway No. 1 (Billingham Curve)	Billingham -	3.
Enlargement of Leeds New Railway Station.	Leeds - -	19.
Do. - -	Do. - -	22, 23, 23a.
Do. - -	Do. - -	51, 52, 53.
Do. - -	Do. - -	53, 62.
Widening of the Leeds and Selby Railway.	Do. - -	69, 70, 71, 73, 73a, 76, 77.
Do. - -	Do. - -	109.
Do. - -	Do. - -	134.
Do. - -	Do. - -	227, 232, 233, 234, 235, 236.
Do. - -	Do. - -	561.
Oxbridge Lane Stockton-on-Tees (stopping up of level crossing).	Stockton-on-Tees -	2.
Additional lands at Sedgefield Station.	Sedgefield -	2, 3.
Additional lands at Thirsk -	Thirsk - -	18.

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