CHAPTER cxcvii.

An Act to confer additional powers upon the North Eastern Railway Company for the construction of new railways and other works and the acquisition of additional lands and for amalgamating the Scarborough and Whitby Railway Company with the Company and for other purposes. [2nd August 1898.]

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WHEREAS it is expedient that the North Eastern Railway Company (in this Act called "the Company") should be empowered to make and execute the new railways and other works by this Act authorised 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 whereas plans and sections showing the lines and levels of the said 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 works will be constructed and the said lands are situate which plans and sections and books of reference are in this Act respectively referred to as the deposited plans sections and books of reference:

And whereas under an agreement dated the nineteenth day of September one thousand eight hundred and eighty-four made between the Scarborough and Whitby Railway Company (hereinafter called "the Scarborough Company") of the one part and the Company of the other part pursuant to the provisions of the North Eastern Railway (General) Act 1883 the undertaking of the Scarborough Company is worked by the Company and it is expedient that the Scarborough Company should be amalgamated with the Company on the terms and in manner herein-after expressed:

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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 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 1898.

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) and Part V. (relating to amalgamation) 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 non-payment 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 subsequent Acts.

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.

Power to make new and widen 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 new railways and the widenings of railways and other works herein-after described with all proper 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 railways and works herein-before referred to and authorised by this Act are—

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

A railway (No. 1) six furlongs in length commencing by a junction with the Company's main line between Newcastle and Berwick and terminating by a junction with the Company's Blyth and Tyne Railway and in connexion therewith the Company may reconstruct their Trafalgar Goods Station : (Junction between main line and Blyth and Tyne Railway.)

In the county of Durham—

A railway (No. 2) one mile one furlong three chains and eleven yards in length situate wholly in the urban district of Whickham being a deviation of the Company's Redheugh Branch Railway : (Deviation of Redheugh Branch and extension of Dunston Staiths.)

A railway (No. 3) one mile one furlong five chains and eleven yards in length situate wholly in the urban district of Whickham commencing by a junction with Railway No. 2 and terminating by a junction with the Company's Dunston Extension Railway :

A railway (No. 4) seven furlongs three chains and six yards in length commencing in the urban district of Whickham by a junction with the Company's Dunston Extension Railway and terminating in the county borough of Gateshead on the southern foreshore of the River Tyne :

A railway (No. 5) two furlongs five chains and five yards in length situated wholly in the borough of Stockton-on-Tees commencing by a junction with the Company's Leeds and Hartlepool Railway and terminating by a junction with the Company's Stockton and Castle Eden Railway : (Junction between Leeds and Hartlepool and Stockton and Castle Eden Railways.)

In the East Riding of the county of York—

A widening (No. 1) one mile seven furlongs and six chains in length of the Company's Hull and Selby Railway between the junction therewith of the Company's Hull (Widening No. 1 of Hull and Selby Railway.)

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and Doncaster Railway in the parish of Blacktoft and rural district of Howden known as Staddlethorpe Junction and the bridge carrying the same over the Market Weighton Canal in the parish of Broomfleet and the said rural district of Howden:

(Widening No. 2 of Hull and Selby Railway.)

A. widening (No. 2) three miles and one furlong in length of the Company's Hull and Selby Railway between the west end of Brough Station in the parish of Elloughton-with-Brough and rural district of Beverley and the west end of Ferriby Station in the parish of North Ferriby and rural district of Sculcoates.

Rates to be taken by Company.

5. The railways and widenings of railways by this Act authorised shall for the purposes of tolls rates and charges and for all other purposes whatsoever be part of the undertaking of the Company and the Company may demand receive and take in respect thereof for the conveyance of merchandise thereon (including perishable merchandise by passenger train) the maximum rates and charges authorised by the Railway Rates and Charges No. 15 (North Eastern Railway &c.) Order Confirmation Act 1892 and for the conveyance thereon of passengers and parcels by passenger train the rates and charges authorised 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 may also demand receive and take in respect of any jetty staiths spouts shipping places quays wharves or works made by them in connexion with Railway No. 4 or for any services rendered thereat the same rates dues tolls and charges as are authorised to be taken by the North Eastern Railway Company's (Additional Powers) Act 1874 (except the rates and dues specified in Schedule B to the same Act) in respect of the Company's existing Tyne Dock at Jarrow and the jetties staiths spouts shipping places quays wharves and works connected therewith:

Provided that in respect of the conveyance of a consignment of perishable merchandise not exceeding fifty-six pounds in weight by passenger train the Company shall not be entitled to charge a higher rate than the maximum rate which they are authorised to charge for the conveyance of parcels of the same weight.

Power to cross certain roads on the level.

6. Subject to the provisions of the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained with reference to the crossing of roads on the level the Company may in the construction

of the widenings of railway herein-after mentioned carry such widenings with a single line only whilst the widening shall consist of a single line and afterwards with a double line across the roads also herein-after mentioned :— A.D. 1898.

Number on deposited Plan.	District.	Description of Road.
	WIDENING NO. 1 OF HULL AND SELBY RAILWAY.	
13	Parish of Scalby.	Public road.
	WIDENING NO. 2 OF HULL AND SELBY RAILWAY.	
21	Parish of Elloughton-with-Brough.	Public road (Skilling Lane).
5	Parish of Welton.	Public road (Common Lane).

Company not liable to repair roads unless level permanently altered.

7. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over the railways by this Act authorised or any of them by a bridge or bridges unless the level of such road or highway is permanently and prejudicially altered.

Works below high water mark not to be commenced without consent of Board of Trade.

8. The Company shall not under the powers of this Act construct on the shore of the sea or of any creek bay arm of the sea or navigable river communicating therewith where and so far up the same as the tide flows and reflows any work without the previous consent of the Board of Trade to be signified in writing under the hand of one of the secretaries or assistant-secretaries of the Board of Trade and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve of such approval being signified as last aforesaid and where any such work may have been constructed the Company shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consents or approvals If any such work be commenced or completed contrary to the provisions of this Act the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the costs and charges of the Company and the amount of such costs and charges shall be a debt due from the Company to the Crown and shall be recoverable as a Crown debt or summarily.

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For the protection of the corporation of Newcastle-upon-Tyne.

9. For the protection of the mayor aldermen and citizens of the city and county of Newcastle-upon-Tyne (in this section referred to as "the corporation") the following provisions shall if and when the Company construct Railway No. 1 have effect (that is to say):—

(1) The Company shall widen the portion of New Bridge Street which will be altered in level by their works so as to have throughout the full width of sixty feet between the boundaries thereof including a footway ten feet wide on each side thereof and shall pave flag channel sewer and otherwise complete the said widened street and the Corporation shall thereafter maintain and repair the surface of such widened street and the Company shall have a right of access to such widened street in respect of any land or buildings now or hereafter belonging to them and abutting thereon:

(2) The Company shall lower the bridge carrying Camden Street over the Blyth and Tyne Railway so that the level of the roadway thereon shall be throughout three feet lower than the level of the existing roadway thereon or as nearly three feet lower as the levels of the said railway will admit of and shall (to the extent of the limits of deviation shown on the deposited plans with respect to that railway) make the necessary alterations in the approaches to the said bridge to suit the altered level thereof and shall pave flag channel sewer and otherwise complete the carriage-way and footways on the said bridge and approaches within the said limits and the corporation shall thereafter maintain and repair the surface of the said carriage-way and footways:

(3) The Company shall lower the bridge carrying Sandyford Road over the said Blyth and Tyne Railway so that the level of the roadway thereon shall be three feet lower than the level of the existing roadway thereon or as nearly three feet lower as the levels of the said railway will admit of and shall widen the said bridge as so lowered so as to have throughout the full width of forty feet between the parapets thereof and shall (to the extent of the limits of deviation shown on the deposited plans with respect to that railway) make the necessary alterations in the approaches to the said bridge to suit the altered level and the widening thereof and shall pave flag channel sewer and otherwise complete the carriage-way and footways on the said bridge and approaches within the said limits and the corporation shall thereafter maintain and repair the surface of such carriage-way and footways:

(4) The Company shall so construct each of the bridges in New Bridge Street and Sandyford Road as to admit of the

construction thereon and below the surface of the road thereover of a conduit or conduits for working tramways upon such road:

(5) Whenever it may be necessary to intercept or interfere with any sewer or drain the Company shall before intercepting or interfering with such sewer or drain construct according to a plan to be reasonably approved of by the corporation another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be intercepted or interfered with and such substituted sewer or drain shall be connected by the corporation at the expense of the Company with the existing system of sewers Provided that if the corporation shall require a sewer or drain of a better description or larger size to be constructed than the one so intercepted or interfered with the additional expense caused thereby shall be borne by them:

(6) In case it shall be necessary to construct any lines of railway or any siding passing place junction turntable or other work over or upon which engines or loaded trucks shall pass over any sewer or drain of the corporation the Company shall make provision to the reasonable satisfaction of the corporation for protecting such sewer or drain from injury:

(7) The Company shall in case they interfere with the existing manure siding at New Bridge Street Station and the access thereto used by the corporation provide and maintain in a convenient position within five hundred yards of their new Trafalgar Goods Station an adequate siding with suitable cart access thereto for the forwarding by rail of town manure:

(8) The Company may lengthen at the north end thereof the bridge carrying Argyle Street over their railway so far as may be necessary to enable them to construct thereunder additional lines of railway:

(9) All works to be executed by the Company under this section or in any way affecting the streets in the city or the property of the corporation shall be so executed at the cost in all respects of the Company and to the reasonable satisfaction of the city engineer of the corporation The said works when respectively commenced shall be completed with all reasonable despatch and so as not to obstruct or interfere with the traffic of the streets more than is necessary:

(10) So much of section 68 of the Newcastle-upon-Tyne Improvement Act 1870 and of section 67 of the Newcastle-upon-Tyne Improvement Act 1882 and of section 37 of the Newcastle-upon-Tyne Improvement Act 1892 as exempts certain buildings of a railway company from certain provisions of those Acts

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respectively shall not apply to buiidings erected or provided by the Company for the purpose of any scheme under the section of this Act of which the marginal note is " Restriction as to houses of labouring class" :

(11) The Company and the corporation may enter into and carry into effect agreements for and with respect to the variation and mode of execution of any works to be done by the Company for the protection of the corporation :

(12) If any difference arises between the Company and the corporation touching this section or anything to be done or not to be done thereunder such difference shall be settled by a single arbitrator to be appointed (unless otherwise agreed on by the Board of Trade on the application of either party.

For protection of Newcastle and Gateshead Water Company.

10. For the protection of the Newcastle and Gateshead Water Company (in this section called " the water company") the following provisions shall have effect unless otherwise agreed on in writing between the Company and the water company (that is to say) :—

(1) In this section the expression " water main " includes water mains and pipes hydrants valves plugs and water apparatus and appliances belonging to the water company :

(2) All works which will in any way interfere with or affect any water mains shall be executed by (subject as herein-after provided) and at the cost of the Company in accordance with plans sections and specifications either already agreed or hereafter to be submitted to and approved by the water company or in case of difference settled by arbitration in manner herein-after provided before the commencement of the works and under the superintendence and to the reasonable satisfaction of the engineer of the water company Provided that any relaying alteration or diversion of any existing water main or the laying of any new additional or substituted water main rendered necessary by the exercise by the Company of any of the powers of this Act may be effected by the water company at the cost of the Company if the water company give to the Company notice in writing in that behalf within twenty-one days after the date of the submission of the said plans sections and specifications relating thereto as required by this section and in such case the water company shall proceed with all due dispatch with the work to be executed by them and so as not to delay the execution of the works of the Company Nothing in this subsection shall empower the water company to execute or construct any work which will form part of the railway or undertaking of the Company :

(3) Every new or additional water main and any increased length or capacity of any existing water main so rendered necessary as aforesaid shall be provided by the water company at the reasonable cost of the Company except that if in place of any existing water main one of greater capacity be laid by the water company the difference in cost between the larger and smaller water main shall be borne by the water company :

(4) The Company shall give to the water company all reasonable facilities for executing such works as under the provisions of this section are to be executed by them but all such works shall be carried out under the superintendence and to the reasonable satisfaction of the engineer of the Company and if so required by the Company in accordance with plans sections and specifications submitted to and approved by them or in case of difference settled by arbitration in manner herein-after provided before the commencement of such works :

(5) The Company shall be responsible for and make good to the water company all costs losses damages and expenses sustained by them by reason of any injury or damage which may be occasioned to persons or property by reason of any interruption to or diminution of the supply of water by the water company by reason of the execution of or any defect in the execution of any of the powers of this Act whether by the Company or their contractors or their respective agents officers servants or workmen and shall indemnify the water company against all claims or demands which may be made upon or against them by reason of or arising from such execution defect or default :

(6) The provisions of sections 19 to 23 of the Railways Clauses Consolidation Act 1845 shall extend and apply to and in relation to a water main in addition but subject to the provisions of this section :

(7) If the water company or the Company as the case may be fail to signify their approval or disapproval or to state their requirements in relation to any plans sections or specifications submitted to them respectively within twenty-one days after such submission they shall be deemed to have approved thereof :

(8) If any difference arise between the Company and the water company touching this section or anything to be done or not to be done thereunder such difference shall be settled by an engineer to be appointed (unless otherwise agreed on) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers.

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Company not to take certain lands.

11. Notwithstanding anything in this Act contained or shown on the deposited plans and sections of Railway No. 1 the Company shall not acquire under the powers of this Act any of the lands numbered on the said plans 224 to 226 inclusive and 254 to 267 inclusive and 266A in the city and county of Newcastle-upon-Tyne.

Extending facilities for North British traffic to new station at New Bridge Street.

12. Any new station constructed by the Company in lieu of their existing station at New Bridge Street and so much of Railway No. 1 by this Act authorised as connects such new station with the Company's Blyth and Tyne Railway shall for the purposes of sections 21 to 34 of the North Eastern Railway (Blyth and Tyne Transfer) Act 1874 be deemed to form part of the Blyth and Tyne Railways as defined in section 21 of that Act and the Company shall not close or discontinue their said existing station until such new station shall have been completed and opened for traffic.

Extending powers of North British Railway Company over Redheugh Branch Railway to Railway No. 2.

13. All rights powers and privileges which the North British Railway Company possess or are entitled to or may exercise over upon or with reference to the Redheugh Branch Railway of the Company shall extend and apply to Railway No. 2 by this Act authorised.

For protection of Tyne Improvement Commissioners.

14. Notwithstanding anything contained in this Act the exercise of the powers of the Company for making and maintaining the new railways and other works in the urban district of Whickham in the county of Durham and in the county borough of Gateshead in the same county (herein-after called "the railways and works in Whickham and Gateshead") shall be subject to the following provisions for the protection of the Tyne Improvement Commissioners (herein-after called "the commissioners") (that is to say) :—

(1) The span of the opening or arch of the bridge to be made by the Company over the River Team shall not be less than forty-five feet :

(2) The clear headway under the said bridge above high water ordinary spring tides shall not be less than eleven feet :

(3) The foundations of the piers and abutments of or in connexion with the said bridge shall be so made that they shall be sufficient in all respects to allow a deepening of the bed of the River Team after they are constructed to at least fifteen feet below the level of low water ordinary spring tides :

(4) The Company shall before commencing any work required for the construction of a tidal basin in connexion with the existing and proposed shipping places on the east side of the River Team make and shall thereafter maintain to the reasonable satisfaction of the engineer for the time being of the commissioners (herein-after called "the commissioners'

engineer") an adequate and proper retaining wall or piled quay or sloping river wall of stone or slag for the protection of the River Tyne and for the support of the sides of such tidal basin so as to prevent such sides from falling or being washed into the River Tyne:

(5) The Company shall before commencing any of the railways and works in Whickham and Gateshead which may in any way affect adjoin or pass over or under or interfere with the rivers Tyne and Team or either of them or the tidal area or waterway of the said rivers or either of them or any property of the commissioners or over or in relation to which the commissioners exercise jurisdiction submit to the commissioners for their approval and deliver to the commissioners for their use plans and sections thereof and such railways and works shall not be commenced until the commissioners shall have expressed their approval in writing of such plans and sections unless the commissioners do not within one month of the receipt thereof signify their approval or disapproval thereof and any difference between the commissioners and the Company with reference to the said plans and sections shall be settled by arbitration as herein-after provided:

(6) All materials excavated from the foreshore or bed of the rivers Tyne and Team or either of them in the execution of any of the railways and works in Whickham and Gateshead shall be removed by and at the expense of the Company and none of such materials nor any other material excavated or used in the construction of such railways and works shall be allowed to fall into or remain in the said rivers Tyne and Team or either of them:

(7) Any difference which may arise between the Commissioners and the Company as to the true intent and meaning of these provisions or the mode of giving effect thereto shall be decided by an arbitrator under and in accordance with the provisions of the Arbitration Act 1889.

For protection of George Edward Weddall and William Weddall.

15. Except as by this Act provided nothing herein contained shall prejudice or affect any rights to which George Edward Weddall and William Weddall are entitled under the provisions of section 166 of the Act 6 and 7 William IV. c. 80 authorizing the making of the Company's Hull and Selby Railway and the Company shall widen the existing bridge over the Warping Drain referred to therein if and so far as such widening is rendered necessary by the Widening No. 1 of the said Hull and Selby Railway by this Act authorised and the provisions of the said

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section so far as the same are applicable thereto shall apply and extend to the said railway and bridge as widened.

Period for completion of railways.

16. If the railways by this Act authorised are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the railways or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Imposing penalty if railways not opened within period limited.

17. If the Company fail within the period limited by this Act to complete the railways by this Act authorised or any of them 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 in respect of which the penalty has been incurred is completed and opened for public traffic or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the railway in respect of which such penalty has been incurred:

The said penalty may be applied for by any landowner or other person claiming to be compensated or interested in 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 were prevented from completing or opening the railway in respect of which the penalty has been incurred 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 in respect of which the penalty has been incurred or any portion thereof or who may have been subjected to injury or loss in consequence of the compulsory

powers conferred upon the Company by this Act of taking property for the purposes of such railway and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the 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 are insolvent or the railway or railways in respect of which the penalty has been incurred or any part thereof has been abandoned be paid to such receiver 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.

Abandonment of portion of existing Redheugh Branch Railway.

19. On the completion and opening for public traffic of Railway No. 2 the Company may abandon and discontinue the maintenance of the portion of their existing Redheugh Branch Railway lying between the commencement and termination of Railway No. 2 or any part thereof and the Company may sell exchange or otherwise dispose of the lands forming the site of the portion of railway so abandoned which shall not be required by them for the purpose of Railway No. 2 or other purposes of their undertaking.

Running powers of Lancashire and Yorkshire Railway Company extended to widened railways.

20. The Lancashire and Yorkshire Railway Company shall have and be entitled to the same rights powers and privileges in respect of any widenings of the Company's railway by this Act authorised as they now have or are entitled to in respect of the portions of the said railway so authorised to be widened.

Further works to be made by Company.

21. Subject to the provisions of this Act the Company may 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 and so far as the said works are shown on the deposited plans and sections the Company may make the same in the lines and in accordance with the levels shown on the said plans and sections (that is to say):—

In the North Riding of the county of York—

They may abolish all rights of footway (if any) within and along the Company's goods yard and railway at Whitby

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between Station Square or Victoria Square and Bog Hall Signal Cabin except over the Bell Ghaut Level Crossing:

Provided always that the Company shall permit persons requiring access to or egress or regress from any vessel lying in the River Esk or harbour of Whitby adjoining the Company's premises between the above-mentioned points to obtain such access egress or regress on foot in the directions shown by red dotted lines on the plan signed in triplicate by the Right Honourable the Earl of Morley the Chairman of Committees of the House of Lords:

In the East Riding of the county of York—

They may in the urban district of Great Driffield substitute a subway for foot passengers under the Company's Hull and Scarborough Railway with approaches thereto for the level crossing for foot passengers at the south end of Driffield Station:

So soon as the said subway 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 West Riding of the county of York—

They may in the urban district of Selby alter the line and levels of the bridge carrying Park Street over the Company's York and Doncaster and Leeds and Selby Railways and the approach to the said bridge on the south side thereof and may make additional arches under the said street to the extent of the lands of the Company or of which under the powers of this Act they become the owners on both sides thereof.

Provision as to repair of new roads &c.

22. Every new or diverted or altered street road or footpath made under the powers or in pursuance of the section of this Act of which the marginal note is "Further works to be made by Company" shall when completed to the satisfaction of two justices and opened to the public be maintained by the persons liable to maintain the streets roads or footpaths of the same nature within the district in which such street road or footpath will be situate.

Power to Company to purchase additional lands.

23. 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 enter upon take use and appropriate for the purpose of altering or extending their works or providing further or improved accommodation for the traffic on their railway or for any other purposes connected with their undertaking 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 exercise the powers herein-after mentioned (that is to say):—

In the county of Cumberland—

Certain lands in the city of Carlisle situate on both sides of the River Petterill and on the north side of and adjoining the Company's engine shed and premises at London Road: (Carlisle.)

In the county of Northumberland—

Certain lands in the urban district of Newburn between and adjoining the River Tyne and the Company's Scotswood Newburn and Wylam Railway: (Newburn.)

Certain lands in the urban district of South Blyth forming the site of part of the Company's Blyth and Tyne Railway and the site of part of the Company's railway and staiths at Blyth and as regards the last-mentioned lands the section of this Act of which the marginal note is "Extinguishment of rights of way" shall not apply or extend to any public rights of way over the same: (Newsham and Blyth.)

Certain lands in the urban district of Hexham on the north side of and adjoining the Company's Newcastle and Carlisle Railway at Hexham Station: (Hexham.)

In the county of Durham—

Certain lands in the borough of Hartlepool on the south and south-east sides of and adjoining the Company's Victoria Dock premises and situate in or adjoining the streets known as Minerva Place Southgate St. Helen's Place Friendship Lane and Sunniside and the Company may stop up Minerva Place and St. Helen's Place and the streets known as Shakespear Street Bruce's Passage and Troy Street: (Hartlepool.)

Certain lands in the county borough of Gateshead situate on the south-west side of Elysium Lane and on the south-east side of and adjoining the Company's Bensham Station: (Bensham.)

Certain lands in the county borough of Sunderland situate between and adjoining the street known as The Parade and the Company's Durham and Sunderland Railway: (Hendon.)

Certain lands in the parishes of East Murton and Dalton-le-dale and rural district of Easington on the east side of and adjoining the Company's Durham and Sunderland Railway north of Murton Station: (Murton.)

Certain lands in the parishes of Preston-le-Skerne and Elstob and rural district of Sedgefield on the south side of and adjoining the Company's Simpasture Branch Railway and (Elstob Lane.)

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on the west side of and adjoining the road from Mordon to Great Stainton:

In the West Riding of the county of York—

(Harrogate.) Certain lands in the borough of Harrogate situate on the east side of and adjoining the Company's Harrogate Station:

(Selby.) Certain lands in the urban district of Selby adjoining the Company's goods yard and sidings near Selby Station:

(Ripon.) Certain lands in the parish of Sharow in the rural district of Ripon situate on the east side of and adjoining the Company's Leeds and Thirsk Railway and Ripon Station:

In the city and county of the city of Kingston-upon-Hull in the East Riding of the county of York—

(Southcoates and Drypool.) Certain lands situate on both sides of and adjoining the Company's Hull and Withernsea Railway between a point opposite the centre of Hedon Road Borough Cemetery and the bridge carrying the Hull Barnsley and West Riding Junction Railway over the said railway and the Company may divert the footpath between New Bridge Road and Haller Street to and over the Company's existing bridge at Craven Street and along the south side of the said railway to Haller Street by way of Raven Street Empringham Street and Grindell Street and may stop up the footpath level crossing over the said railway near Haller Street and the portion of Empringham Street situate between the said railway and Grindell Street:

(Newington.) Certain lands situate on the west side of and adjoining the Company's Cottingham Branch Railway and between Spring Bank Road and the Hull Barnsley and West Riding Junction Railway.

Extinguishment of rights of way.

24. Subject to the provisions of this Act all rights of way over or along the several level crossings 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.

Vesting site of roads and footpaths stopped up.

25. Where the Company 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 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 the Company in fee for the purposes of their undertaking.

For protection of Blyth Harbour Commissioners.

26. As regards lands in the urban district of South Blyth the Company shall not except with the written consent of the Blyth Harbour Commissioners purchase or take compulsorily any lands belonging or leased to the commissioners or any right or interest of the commissioners therein and except with the like consent no right of access to the River Blyth to which the commissioners are now entitled over lands within the said district shall be stopped up or extinguished.

As to arrangement with corporation of Kingston-upon-Hull.

27. The powers conferred upon the Company by this Act with reference to the acquisition of lands at Southcoates and Drypool in the city and county of Kingston-upon-Hull and with reference to the diversion of the footpath between New Bridge Road and Haller Street and the stopping up of the footpath level crossing over the Company's Hull and Withernsea Railway and of a portion of Empringham Street in the said city and the works connected therewith respectively shall only be exercised subject to and in accordance with the provisions contained in the agreement between the Company of the one part and the mayor aldermen and citizens of the city and county of Kingston-upon-Hull of the other part which is set forth in the Third Schedule to this Act.

Period for compulsory purchase of lands.

28. The powers by this Act conferred upon the Company 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 &c.

29. 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 any easement right or privilege (not being an easement right or privilege of water in which other persons than the grantors have an interest) 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.

30. And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other greater or less portions can be severed from the

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remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect :—

(1) The owner of and persons interested in any of the properties whereof the whole or part is described in the First Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are herein-after included in the term "the owner" and the said properties are herein-after referred to as "the scheduled properties":

(2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:

(3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (herein-after referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:

(4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal:

(5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder

without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner:

(6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice:

(7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit:

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845:

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

Restriction as to houses of labouring class.

31.—(1) The Company shall not under the powers of this Act purchase or acquire in any city borough or other urban district or any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December last were or have been since that day or shall hereafter be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company—

(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

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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 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 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 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as

if the Company 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 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 in pursuance of any scheme under this section shall for a period of twenty-five years from the date of the scheme 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 subsection subject to such conditions (if any) as they may see fit.

(8) So much of section 157 of the Public Health Act 1875 as provides that the provisions of that section and of sections 155 and 156 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 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 for giving effect to any of the provisions of this section and the inspectors of the Local Government Board 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 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.

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(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 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 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" means 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 of such persons who may be residing with them.

Vesting of Scarborough Company's undertaking in Company and dissolution of Scarborough Company.

32. The agreement between the Company and the Scarborough Company for the vesting in the Company of the undertaking of the Scarborough Company as set forth in the Second Schedule to this Act save in so far as the same is varied by this Act is hereby confirmed and made binding on the respective parties thereto and may and shall be carried into effect accordingly.

As on and from the first day of July one thousand eight hundred and ninety-eight (which is herein-after referred to as "the date of vesting") the undertaking of the Scarborough Company as defined in the said agreement shall be transferred to and vested in the Company.

The Scarborough Company shall as from the date of vesting be dissolved except for the purpose of winding up its affairs and of otherwise carrying into effect the provisions of the said agreement and this Act and shall after the discharge of its debts liabilities and obligations apportion any funds remaining in Court or other moneys belonging to the Scarborough Company rateably amongst the holders of its debenture stock.

Such transfer and vesting shall be deemed to be an amalgamation of the undertaking of the Scarborough Company with the under-

taking of the Company within the meaning of Part V. (relating to amalgamation) of the Railways Clauses Act 1863 and the provisions of the said Part V. shall extend and apply thereto accordingly subject to the provisions herein and in the said agreement contained.

As from the date of vesting the Company shall hold the undertaking of the Scarborough Company freed and discharged from all debts liabilities obligations and engagements of the Scarborough Company on capital or revenue account and from all claims or demands whatsoever on the part of any of the creditors of the Scarborough Company or any other person or persons in respect of any debt or liability of the Scarborough Company or on the part of the holders of any of the stocks bonds or shares in the Scarborough Company.

On and after the date of vesting every holder of five per cent. debenture stock of the Scarborough Company such stock amounting in the aggregate to one hundred and thirty-three thousand three hundred and thirty-three pounds shall in lieu of and in exchange for the stock so held by him have issued and allotted to him and become and be the holder of the like amount of North Eastern Railway debenture stock.

On and after the date of vesting the Company shall issue in lieu of and in exchange for the judgment and bond debts of the Scarborough Company amounting in the aggregate at that date to the sum of one hundred and twenty-four thousand seven hundred and ninety-two pounds the sum of seventy-eight thousand one hundred and thirty pounds in nominal value of North Eastern Railway preference stock which shall be allotted rateably amongst the judgment and bond creditors of the Scarborough Company.

On and after the date of vesting every holder of five per cent. first preference shares of the Scarborough Company such shares amounting in the aggregate to one hundred and sixty thousand pounds shall in lieu of and in exchange for every ten shares of ten pounds each in nominal value so held by him have issued and allotted to him and become and be the holder of twenty pounds in nominal value of North Eastern Railway preference stock.

On and after the date of vesting every holder of five per cent. "C" preference shares of the Scarborough Company such shares amounting in the aggregate to one hundred and forty-four thousand nine hundred and thirty pounds shall in lieu of and in exchange for every ten shares of ten pounds each in nominal value so held by him have issued and allotted to him and become and be the holder of ten pounds in nominal value of North Eastern Railway preference stock.

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On and after the date of vesting every holder of "B" stock of the Scarborough Company such stock amounting in the aggregate to fifty-three thousand seven hundred and eighteen pounds shall in lieu of and in exchange for every one hundred pounds in nominal value of such stock so held by him have issued and allotted to him and become and be the holder of five pounds in nominal value of North Eastern Railway preference stock.

On and after the date of vesting every holder of "A" shares of the Scarborough Company such shares amounting in the aggregate to thirty-three thousand and forty pounds shall in lieu of and in exchange for every ten shares of ten pounds each in nominal value so held by him have issued and allotted to him and become and be the holder of three pounds in nominal value of North Eastern Railway preference stock.

Subject as herein-after mentioned as regards fractional parts of a pound of stock any person holding any less amount of any of the shares or stocks of the Scarborough Company than the amounts above mentioned shall in lieu of and in exchange for his holding have issued and allotted to him and become and be the holder of a proportional amount of the substituted stock of the Company.

Capital of Company increased for purposes of vesting.

33. As on and from the date of vesting the capital which immediately before the date of vesting was the capital of the Company inclusive of debenture stock shall be increased in the manner and to the extent necessary to give effect to the provisions of this Act relating to such vesting and the capital so increased shall (subject to the provisions with respect to the raising of additional capital herein-after contained) be the capital of the Company.

As to fractional parts of a pound of stock.

34. Notwithstanding anything in this Act contained no person shall become entitled under this Act to any fractional part of a pound of stock of any denomination in the capital of the Company or to stock of a less amount in nominal value than five pounds but in every case in which any person would but for this enactment have become entitled to a fractional part of a pound of any such stock or to a less amount in nominal value than five pounds the Company shall pay to such person in cash the value of the stock to which but for this enactment he would have become entitled.

Certificates of new stock to be issued by the Company.

35. The directors of the Company shall issue certificates of debenture and preference stock of the Company to the persons severally entitled thereto under the foregoing provisions of this Act under such conditions (if any) as they may reasonably determine with reference to delivery for cancellation or proof of the loss

or destruction of the certificates of the stock or shares of the Scarborough Company and the bonds or other securities representing or relating to the judgment and bond debts of the Scarborough Company respectively for which the said stock of the Company is substituted.

Trustees &c. to accept stock or shares of Company in exchange.

36. Trustees executors and all other holders in any representative or fiduciary capacity of any existing stock shares bonds or other securities of the Scarborough Company shall accept the stock of the Company issued in exchange therefor under the powers of this Act and may hold dispose of or otherwise deal with the stock so issued in exchange in all respects as they might have held disposed of or otherwise dealt with the stock shares bonds or other securities for which it was exchanged.

Substituted stocks to be held on same trusts.

37. All debenture and preference stock issued under the powers of this Act to any holder of stock or shares of the Scarborough Company shall be held in the same rights on the same trusts and subject to the same powers provisions charges and liabilities as those in or subject to which the stock or shares of the Scarborough Company for which such stock is substituted was or were held immediately before the date of vesting and every deed or other instrument or any testamentary or other disposition of or affecting any such stock or shares of the Scarborough Company shall take effect with reference to the whole or a proportionate part as the case may be of the debenture or preference stock substituted therefor under the provisions of this Act.

Unexercised capital powers of Scarborough Company cancelled.

38. As on and from the date of vesting all unexercised powers of raising money conferred upon the Scarborough Company by any Act of Parliament are hereby cancelled.

Rates and charges on Scarborough Railway after vesting.

39. After the date of vesting the Company shall calculate the maximum rates chargeable in respect of the railways of the Scarborough Company as if that railway had formed part of the undertaking of the Company at the date of the passing of the Railway Rates and Charges No. 15 (North Eastern Railway &c.) Order Confirmation Act 1892.

Power to Company to apply funds to purposes of Act.

40. The Company may appropriate and apply to all or any of the purposes or objects of this Act being purposes to which capital is properly applicable any of the moneys which under and by virtue of any existing Acts they have 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.

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Power to raise additional capital.

41. The Company may raise by the creation and issue of new shares or stock the sum of nine hundred 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.

42. The Company shall not issue any such new shares of a less nominal value than ten pounds 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.

43. 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 pari passu with North Eastern Railway preference stock if so determined.

44. 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 form part of and rank pari passu with the North Eastern Railway preference stock created and issued under the powers contained in the North Eastern Railway Act 1895.

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

45. 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 :

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.

As to disposal of new shares or stock.

46. Notwithstanding anything contained in Part II. of the Companies Clauses Act 1863 the Company may from time to time in issuing any portion of the additional capital by this Act authorised dispose of all or any of the shares or stock representing the same at such times to such persons on such terms and conditions and in such manner as the directors think advantageous to the Company.

Power to borrow.

47. The Company may in respect of the said additional capital of nine hundred 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 three hundred thousand pounds :

But no part of such sum of three hundred thousand pounds shall be borrowed until shares for so much of the said capital 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 such capital have been issued and accepted and that one-half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such 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 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 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 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 may think sufficient he shall grant

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a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Receipt in case of persons not sui juris.

48. If any money is payable to a shareholder mortgagee or debenture stockholder 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.

49. 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.

50. 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 Acts under which such mortgages were respectively granted have priority over any mortgages granted by virtue of this Act.

Application of moneys.

51. 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.

52. 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.

53. 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.

Saving rights of the Crown.

54. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any land or hereditaments or any rights of whatsoever description belonging to the Queen's most Excellent Majesty in right of Her Crown and under the management of the Commissioners of Woods without the consent in writing of the Commissioners of Woods on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby authorised to give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty.

Provision as to general Railway Acts.

55. Nothing in this Act contained shall exempt the 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 Company.

Costs of Act.

56. 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.

Describing Properties whereof Portions only are required to be taken by the Company.

No. on deposited Plan.	District or Parish.	Description of Property.
	Railway No. 1 (Manons to Blyth and Tyne).	
144	City and county of Newcastle-upon-Tyne.	Stables and cartshed.
145	- - - - -	Garden and outbuildings.
146	- - - - -	Garden greenhouse and outbuildings.
148	- - - - -	Garden (St. Cuthbert's Hospital).
150	- - - - -	Garden.
152	- - - - -	Garden (St. Catherine's Convent).
154	- - - - -	Garden.
	Railway No. 2 (Deviation of Redheugh Branch and Extension of Dunston Staiths).	
18	Urban district of Whickham in the county of Durham.	Yard and siding.
19	- - - - -	Stable and cowbyres.
	Railway No. 4 (Deviation of Redheugh Branch and Extension of Dunston Staiths).	
20	County borough of Gateshead -	Land sidings occupation road.
21	- - - - -	Approach road and jetty.
22	- - - - -	Boathouse.
23	- - - -	The River Tyne and foreshore.

No. on deposited Plan.	District or Parish.	Description of Property.
	WIDENING NO. 1 OF THE HULL AND SELBY RAILWAY.	
5	Parish of Blacktoft in the East Riding of the county of York.	Tramway.
6	- - - - -	Field roads and tramway.
12	- - - - -	Shed.
13	- - - - -	Land.
14	- - - - -	Flax warehouse and office.
19	- - - - -	Field and shed.
20	- - - - -	Farm buildings and yard.
	WIDENING NO. 2 OF THE HULL AND SELBY RAILWAY.	
3	Parish of Elloughton-with-Brough in the East Riding of the county of York.	Office and land.
4	- - - - -	Tramways.
5	- - - - -	Tramways and land.
12	- - - - -	Scullery yard garden and outbuildings.
13	- - - - -	Dwelling-house yard garden greenhouses and outbuildings.
14	- - - - -	Coal landing-stage and shoot.
16	- - - - -	Gardens.
17	- - - - -	Garden.
19	- - - - -	Field.

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THE SECOND SCHEDULE.

AN AGREEMENT made this sixteenth day of November one thousand eight hundred and ninety-seven between the SCARBOROUGH AND WHITBY RAILWAY COMPANY (herein-after called "the Scarborough Company") of the one part and the NORTH EASTERN RAILWAY COMPANY (herein-after called "the North Eastern Company") of the other part.

1. The Scarborough Company will sell and the North Eastern Company shall purchase the undertaking of the Scarborough Company which expression includes the railway and all works of whatever description of the Scarborough Company as now existing and all lands and other the real and personal property vested in the Scarborough Company or in or to which the Scarborough Company may have a legal or equitable right title or interest and that free from all obligations or liabilities on capital or revenue account together with all the rights powers authorities privileges and exemptions of the Scarborough Company.

2. The consideration for the said purchase shall be 133,333*l.* North Eastern three per cent. debenture stock and 128,300*l.* North Eastern four per cent. preference stock to be allocated to the holders of stocks shares and bonds of the Scarborough Company in such manner as the Scarborough Company shall determine.

3. The said purchase shall take effect as from the 1st day of July 1898 or such other day as may be prescribed by Parliament herein-after referred to as "the date of transfer."

4. Until the date of transfer the North Eastern Company shall continue to work manage and maintain the undertaking of the Scarborough Company and all receipts and outgoings in connexion with the undertaking shall continue to be received and paid by the North Eastern Company and the Scarborough Company respectively in accordance with the provisions of the working agreement of the 19th day of September 1884.

5. Any cash balances remaining after the discharge by the Scarborough Company of the obligations and liabilities provided for in Article 1 hereof shall be the property of the Scarborough Company.

6. The North Eastern Company shall be at liberty forthwith freely and fully to inspect and investigate the books and vouchers of the Scarborough Company for the purpose of verifying the amount of the obligations and liabilities of the Scarborough Company.

7. If any dispute or difference shall arise respecting the provisions of this Agreement or the carrying of the same into effect the same shall be determined by arbitration in manner provided by the Railway Companies Arbitration Act 1859.

8. This Agreement is made subject to and conditional upon the approval of the proprietors of the Scarborough Company and of the North Eastern Company

respectively and the passing of an Act of Parliament in the ensuing session confirming the same and containing the necessary powers to carry the same into effect The said intended Act shall be promoted by the North Eastern Company with the concurrence of the Scarborough Company. A.D. 1898.

As witness the respective common seals of the said Companies parties hereto.

The common seal of the Scarborough and Whitby Railway Company was hereunto affixed in the presence of L.S.

JOHN DALE Chairman.
FRANCIS MORE Director.
W. J. JOHNSTONE Director.
ALEX. WILSON Secretary.

The common seal of the North Eastern Railway Company was hereunto affixed in the presence of L.S.

C. N. WILKINSON Secretary.

15976.—C.N.W.

THE THIRD SCHEDULE.

AN AGREEMENT made the sixth day of July one thousand eight hundred and ninety-eight between the NORTH EASTERN RAILWAY COMPANY (herein-after called "the Company") of the one part and the MAYOR ALDERMEN AND CITIZENS OF THE CITY AND COUNTY OF KINGSTON-UPON-HULL acting as the Urban Sanitary Authority within and for the same city and county (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 1898 powers are sought (inter alia) to authorise the Company to purchase and appropriate for the purposes of their undertaking certain lands situate on both sides of and adjoining the Company's Hull and Withernsea Railway between a point opposite the centre of Hedon Road Borough Cemetery and the bridge carrying the Hull Barnsley and West Riding Junction Railway over the said railway and to divert the public footpath between New Bridge Road and Haller Street to and over the Company's

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existing bridge at Craven Street and along the south side of the said railway to Haller Street by way of Raven Street Empringham Street and Grindell Street and to stop up the footpath level crossing over the said railway near Haller Street and the portion of Empringham Street situate between the said railway and Grindell Street in the lines shown on the plans deposited in connexion with the said Bill with the clerk of the peace for the said city and county of Kingston-upon-Hull And whereas certain of the said lands which the Company seek power by the said Bill to purchase and appropriate as aforesaid belong to the Corporation and are coloured pink on the plan hereto annexed And whereas the said proposed works are to be undertaken and the said lands of the Corporation acquired 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 be at liberty to divert the said public footpath between New Bridge Road and Haller Street and also the public footpath between Grindell Street and Haller Street to and over the Company's existing bridge at Craven Street and along the south side of the Company's Hull and Withernsea Railway to Haller Street by way of Raven Street Empringham Street and Grindell Street as shown on the plan hereto annexed and to stop up the footpath level crossing over the Company's railway near Haller Street and also to stop up the portion of Empringham Street between the said railway and Grindell Street as shown on such plan The diverted footpath between Woodhouse Street and Raven Street shall be constructed by the Company of the minimum width of eight feet except under the Hull and Barnsley Railway where its minimum width shall be four feet six inches and such footpath shall be drained by the Company and shall be flagged by the Company with the best three-inch Yorkshire tooled flags to the reasonable satisfaction of the Corporation and shall be maintained by the Company for a period of twelve months after its completion.

2. In addition to the works shown on the deposited plans the Company shall at their own cost make and construct a street connecting Wyke Street and Raven Street and another street connecting Grindell Street and Haller Street as respectively shown on the said plan (including the purchase of any land not belonging to the Company which may be required for the purpose) and shall sewer drain and construct such streets of a width of forty feet in the manner in which new streets in the city and county of Kingston-upon-Hull are usually sewered drained and constructed and in accordance with detailed plans sections and specifications to be agreed on between the Corporation and the Company or in default of agreement settled by arbitration and to the reasonable satisfaction of the engineer of the Corporation and the Company shall maintain such streets for a period of twelve months after completion thereof.

3. The Corporation shall increase or cause to be increased the width of Haller Street on the north side thereof to such an extent as will make it forty feet in width and will extend and continue or cause to be extended and continued such street in a direct line to the street referred to in clause 4 (B) of this agreement as shown on the said plan and such extended street shall be sewered drained and constructed in the manner in which new streets in the

said city and county are usually sewered drained and constructed and the Company shall pay to the Corporation one-half of the cost of the works mentioned in this clause but excluding the land required for such purpose.

4. In further addition to the works shown on the said deposited plans the Company shall also construct the following works (namely):—

(A) A bridge over their said Hull and Withernsea Railway with fourteen feet headway and forty-eight feet span with suitable approaches thereto with gradients of not less than one in thirty in a direct line between and connecting Southcoates Lane on the north side of the said railway and Southcoates Lane on the south side thereof as shown on the said plan such bridge and approaches to be not less than thirty-five feet in width and to be capable of carrying a twenty-ton steam roller and to be constructed with an archway under and through the south approach of the said bridge opposite and for access to the Marfleet footpath and the occupation road running parallel therewith on the east side of Southcoates Lane at its junction with the extension of Haller Street and such archway to be twenty-five feet wide and to have a headway of not less than eleven feet and steps to be provided down the west side of the south approach to enable foot passengers to obtain access to the bridge from the east end of Haller Street as extended under clause 3 and from the said archway The Marfleet footpath east of such arch to be diverted into the said occupation road so far as it passes through lands now belonging to or to be acquired by the Company under the powers of the Bill and such diverted footpath shall be constructed by the Company of a minimum width of four feet and shall be flagged by the Company with the best three-inch Yorkshire tooled flags and kerbed with five-inch Yorkshire kerbing to the reasonable satisfaction of the Corporation and shall be maintained by the Company for a period of twelve months after its completion and shall provide a suitable connection from the east end thereof to the existing continuation of the footpath northward of such occupation road Provided always that the Company shall be at liberty to construct a series of arches over the lands coloured pink in lieu of solid embankment but in such case the extra cost incurred by or by reason of the substitution of such arches for solid embankment and by or by reason of any raising and lengthening of the approaches for the purpose of such arches together with the amount of additional compensation (if any) which shall become payable to owners lessees and occupiers (other than the Corporation and the Company) of lands and hereditaments injuriously affected by reason of such raising and lengthening of the approaches shall be borne exclusively by the Company and the Corporation shall not make any contribution in respect of such extra cost and additional compensation (if any) under clause 7 of this agreement:

(B) A new street forty feet wide leading from the foot of and along the west side of the said south approach to the said east end of Haller Street as extended and shown on the said plan such street to be sewered drained and constructed in the manner in which new streets in the said city and county are usually sewered drained and constructed:

The works mentioned in this clause subject as aforesaid shall be executed in accordance with detailed plans sections and specifications to be agreed on

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between the Corporation and the Company or in default of agreement settled by arbitration.

5. During the construction of the said bridge and approaches the Company shall maintain proper and sufficient means of access for carriage and foot traffic to and from the existing level crossing at Southcoates Lane and when the said bridge and approaches have been opened for traffic the said level crossing may be abolished and the roads leading thereto between the north end of the north approach and the south end of the south approach to the said bridge may be stopped up.

6. The Company shall within a reasonable time after the passing of the said Bill into law carry out the said works and in case any further powers are required shall at their own cost apply for such powers in the next session of Parliament and use their best efforts to obtain such powers.

7. Upon the completion and opening to the public of the said intended new works (A) and (B) referred to in clause 4 of this agreement the Corporation shall subject as provided by clause 4 pay to the Company three-eighths of the total cost of construction including the value of the land required therefor and shall also pay to the Company three-eighths of the amount of compensation (if any) payable to the owners lessees and occupiers (other than the Corporation and the Company) of lands and hereditaments which shall be injuriously affected by the execution of such new works.

8. The bridge approaches and street referred to in clause 4 of this agreement shall be maintained by the Company for twelve months after completion and the cost of such maintenance shall for the purpose of clause 7 be included in the cost of construction and thenceforward the said street and the roadway and footways on the said approaches shall be maintained by the Corporation and the structure of the said bridge and approaches and the road and footway on the bridge and the steps on the west side of the south approach shall be maintained by the Company.

9. Upon their completion the said streets to be constructed under this agreement and the roadway and footways on the said bridge and approaches and the right of way over the steps on the west side of the south approach shall be dedicated to the public.

10. When and so soon as the Company shall have obtained all necessary powers to enable them to execute the works to be carried out by them as specified in this agreement the Corporation will sell to the Company the land coloured pink on the said plan (except such part thereof as shall be required to carry out the works referred to in clause 3) together with such other land (if any) of the Corporation as will be required for the purpose of the works referred to in clause 4 of this agreement and the price to be paid by the Company for the said land shall be agreed upon or failing agreement shall be settled by arbitration under the Lands Clauses Acts.

11. Any dispute or question arising between the Company and the Corporation touching this agreement or anything therein contained shall

unless otherwise provided 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
C. N. WILKINSON
Secretary.

L.S.

The corporate common seal of the mayor aldermen and citizens of the city and county of Kingston-upon-Hull was hereunto affixed in the presence of
E. LAVERACK
Town Clerk
Hull.

L.S.

Printed by Eyre and Spottiswoode,
for
T. Digby Pigott, Esq., C.B., the Queen's Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller, from
Eyre and Spottiswoode, East Harding Street, Fleet Street, E.C.; or
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90, West Nile Street, Glasgow; or
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