ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

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Cap. ccxxxviii.

An Act for making a Railway to be called "The *Spilsby and Firsby* Railway," and for other Purposes. [5th *July* 1865.]

WHEREAS the making and maintaining of a Railway from *Spilsby* in the County of *Lincoln* to a Junction at *Firsby* in that County with the *East Lincolnshire* Railway would be of great public and local Advantage: And whereas a Plan and Section of the Railway showing the Line and Levels thereof, with a Book of Reference to the Plan containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the Lands through which the said Railway will pass, have been deposited with the Clerk of the Peace for the Parts of *Lindsey* in the County of *Lincoln*: And whereas the Persons herein-after named, with others, are willing at their own Expense to carry the said Undertaking into execution, and are desirous of being incorporated into a Company for that Purpose; but these Objects 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,)

1. This

The Spilsby and Firsby Railway Act, 1865.

Short Title.

1. This Act may be cited for all Purposes as "The *Spilsby and Firsby* Railway Act, 1865."

8 & 9 Vict. cc. 16., 18., & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc.92. & 118. incorporated.

2. "The Companies Clauses Consolidation Act, 1845," "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and "The Railways Clauses Act, 1863," shall (except in so far as expressly varied or altered by this Act) be incorporated with and form Part of this Act.

Interpretation of Terms.

3. In this Act the Words "the Company" shall mean the Company incorporated by this Act, and the Words "the Undertaking" or "the Railway" shall mean the Railway and the Works connected therewith by this Act authorized to be constructed.

Same Meanings to Words in incorporated Acts as in this Act.

4. The several Words and Expressions to which by the Acts incorporated by this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context.

Incorporation of Company.

5. *Weston Cracroft Amcotts*, *Francis Bacon*, *Thomas Allen Bellamy*, *Daniel Carter*, *Edward Cash*, *William Challans*, *William Chester*, *Joseph Clifton*, *James Eve*, *William Garfit*, *Henry Hobson*, *Thomas Hollis*, *Thomas Hollis* the younger, *William Martin*, *J— C— Marshall*, *Robert Mackinder*, *Harwood Mackinder*, *William Morley* Clerk, *Southwell Marshall*, *John Palliser*, *Robert William Parsons*, *John Wilby Preston*, *William Rainey*, *West John Rainey*, *Edward Rainey*, *Edward Rawnsley* Clerk, *Robert Burrell Drummond Rawnsley* Clerk, *Benjamin Robinson*, *John Rinder*, *Joseph Rinder*, *William Simpson*, *John Simpson*, *James Searby*, *George Smith*, *William Sivers*, *Samuel Shaw*, *Thomas Stainton*, *Francis Swan* Clerk, *John James Joseph Sudlow*, *John Stainton*, *William Sharp*, *Thomas Thimbleby*, *John Thompson*, *George Walker* of *Raithby*, *George Walker* of *Spilsby*, and *Edward Walker*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway by this Act authorized, to be called "the *Spilsby and Firsby* Railway," and for the other Purposes of this Act, and for such Purposes shall be incorporated by the Name of "the *Spilsby and Firsby* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes but subject to the Restrictions in this Act and in the said recited Acts contained.

6. The

Capital and Number and Amount of Shares.

6. The Capital of the Company shall be Twenty-five thousand Pounds, and the Number of Shares into which the Capital shall be divided shall be Two thousand five hundred, and the Amount of each Share shall be Ten Pounds.

Calls.

7. Two Pounds Ten Shillings *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Two Months at the least shall intervene between successive Calls, and Eight Pounds a Share shall be the utmost aggregate Amount of the Calls to be made thereon in any One Year.

Shares not to issue until One Fifth paid up.

8. It shall not be lawful for the Company to issue any Share, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

Power to borrow on Mortgage.

9. The Company may borrow on Mortgage any Monies not exceeding in the whole Eight thousand three hundred and thirty-three Pounds, but no Part thereof shall be borrowed until the whole of the Capital of Twenty-five thousand Pounds shall have been *bonâ fide* subscribed for, and One Half thereof shall have been actually paid up, and until they shall prove to the Justice who is to certify under the Provisions contained in the 40th Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all such Capital has been subscribed for *bonâ fide*, and that Half thereof has been paid up, and that not less than One Fifth of the Amount of each Share has been paid on Issue of the same, and that such Shares are held by Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same, of which Proofs having been given the Certificate of such Justice under that Section shall be sufficient Evidence.

Arrears may be enforced by the Appointment of Receiver.

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

Application of Money.

11. All and every Part of the Money raised under this Act, whether by Shares or by borrowing, shall be applied in carrying out the Purposes of this Act only, and for no other Purposes.

First and subsequent General Meetings.

12. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act, and the subsequent

subsequent Ordinary Meetings of the Company shall be held twice in every Year, in the Months of *February* and *August*.

Quorum of General Meetings.

13. The Quorum of General Meetings of the Company shall be Seven Shareholders, present personally or by proxy, holding in the aggregate not less than Fifteen hundred Pounds in the Capital of the Company.

Number and Qualification of Directors.

14. The Number of the Directors shall be Five; and the Qualification of a Director shall be the Possession in his own Right of Twenty Shares in the Capital of the Company.

Quorum of Directors.

15. The Quorum of a Meeting of Directors shall be Three.

First Directors.

16. *Henry Valentine Grantham*, *Harwood Mackinder*, *John Wilby Preston*, *Edward Rawnsley* Clerk, and *George Walker* of *Raithby* shall be the First Directors of the Company.

Election of Directors at First Ordinary Meeting.

17. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present personally or by proxy may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body.

Subsequent Election of Directors.

18. At the First Ordinary Meeting in the Year next after the Year in which such last-mentioned Directors shall have been appointed or elected the Shareholders present personally or by proxy shall elect Persons to supply the Places of the Directors then retiring from Office, in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf, and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having died or resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the said last-mentioned Act.

Power to take Lands.

19. Subject to the Provisions of this Act and of the Acts incorporated herewith, the Company may from Time to Time enter upon, take, and use all or any of the Lands defined on the deposited Plans, and described in the Book of Reference.

Powers for compulsory Purchases limited.

20. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

21. The

21. The Company may purchase by Agreement for the extraordinary Purposes as defined in the "Railways Clauses Consolidation Act, 1845," any Quantity of Land not exceeding in the whole Two Acres. **Lands for extraordinary Purposes.**

22. And whereas certain Lands in the Parishes of *Spilsby* and *Toynton St. Peter* in the said Parts of *Lindsey*, on the Line of and which will be required for the said Railway hereby authorized, now stand limited to the Use of the Right Honourable Lord *Willoughby de Eresby* and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of the First and other Sons of the said Lord *Willoughby de Eresby* in Tail Male: Be it enacted, That it shall be lawful for the said Lord *Willoughby de Eresby*, or other the Person or Persons who for the Time being would have Power under any of the said incorporated Acts or this Act or otherwise to sell and convey the said last-mentioned Lands, to sell and convey the same to the Company hereby incorporated in consideration of an annual Rentcharge payable by the same Company in lieu of a gross Sum, which Rent shall comprise Compensation as well for the Value of the Land taken as for all Damage done to the remaining Estate of the said Lord *Willoughby de Eresby*, or other the Person or Persons aforesaid, occasioned by Severance or otherwise howsoever; and the Amount of such Rentcharge shall be such as shall be agreed upon between the Company hereby incorporated and the said Lord *Willoughby de Eresby*, or other the Person or Persons aforesaid, or in case no such Agreement be come to then the Amount of the said Rentcharge shall be ascertained in the same Manner as the Compensation for the said Value and Damage would have been ascertained under the Powers of "The Lands Clauses Consolidation Act, 1845," if such Compensation had been a gross Sum: Provided that if the Company shall take or remove any Buildings of the said Lord *Willoughby de Eresby* for the Purposes of the Railway, the Company shall at their own Expense build upon such Parts of the adjoining Land of the said Lord *Willoughby de Eresby* as he or other the Person or Persons aforesaid shall assign for that Purpose other Buildings in lieu of the Buildings so taken or removed, and to the Satisfaction of Two able practical Surveyors, one of whom shall be nominated by the Company and the other by the said Lord *Willoughby de Eresby* or other the Person as aforesaid, and if such Two Surveyors cannot agree in the Valuation then by such Third Surveyor as any Two Justices shall, upon Application of either Party, appoint, and each of such Two Surveyors, if they agree, or if not, then the Surveyor nominated by such Justices, shall annex to the Valuation a Declaration in Writing subscribed by them or him of the Correctness thereof. **As to Lands purchased of Lord Willoughby de Eresby.**

23. Subject to the Provisions and Powers of Deviation in this Act and the Acts incorporated herewith contained, the Company may **Power to construct Works.**

may make and maintain the Railway and Works by this Act authorized in the Line and according to the Levels shown on the deposited Plans and Sections, and in and upon the Lands which the Company are by this Act authorized to enter upon, take, and use.

Description of Railways.

24. The Railway by this Act authorized is the following, with all proper Stations, Approaches, Sidings, Works, and Conveniences connected therewith; (that is to say,)

A Railway commencing by a Junction with the *East Lincolnshire* Railway at or near Fifteen Chains (or thereabouts) South of the *Firsby* Station of that Railway in the Parish of *Firsby* in the County of *Lincoln*, Parts of *Lindsey*, and terminating in a Field in the Parish of *Spilsby* in the said County of *Lincoln* belonging to the Right Honourable Lord *Willoughby D'Eresby*, in the Occupation of *West John Rainey*, and which said intended Railway and Works will be made or pass from, in, through, or into the several Parishes, Townships, Townlands, extra-parochial and other Places following, or some of them; (that is to say,) *Firsby*, *Great Steeping*, *Halton Holegate*, *Toynton*, *St. Peter's*, and *Spilsby*, all in the said County of *Lincoln*, Parts of *Lindsey*.

Level Crossings.

25. Subject to the Provisions of this Act, the Company may, in the Construction of the Railway by this Act authorized, carry the same with not exceeding a single Line of Rails so long as the Railway shall be a single Line, and with not exceeding a double Line of Rails if the Railway shall be made a double Line, across and on the Level of the several Roads numbered on the deposited Plans as follows; (that is to say,)

No. on Plan.	Parish.	Description of Road.
7	Firsby - - -	Public Highway.
35	Great Steeping - - -	Public Highway.
28	Halton Holegate - -	Public Highway.

Regulating Inclination of certain Roads.

26. As regards the Inclination of the Roads next herein-after mentioned, the Company may make those Roads respectively, when altered for the Purposes of this Act, of any Inclinations not steeper than the respective Inclinations herein-after mentioned in connexion with those Roads; (that is to say,)

No. of Road on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
7	Firsby - -	Public Highway -	1 in 20.
35	Great Steeping -	Public Highway -	1 in 20.
11	Halton Holegate -	Public Highway -	1 in 20.

27. In

27. In carrying the Railway over the under-mentioned River the Company may make the Arch for carrying the Railway over that River of such respective Height and Width as the Company think fit, not being less than the Height and Width herein-after stated; (that is to say,)

As to Height and Width of Arch crossing Great Steeping River.

No. on Plan.	Parish.	Description.	Height and Width of Arch.
46 and 2	Great Steeping Halton Holegate	Great Steeping River.	Width 20 Feet. Height 9 Feet.

28. Nothing in this Act contained shall be construed to give Authority to the Company acting under this Act to extinguish, abridge, interrupt, prejudice, or affect any of the Rights, Interests, Powers, Privileges, or Authorities of the General Commissioners for Drainage of the River *Witham* acting under or by virtue of an Act of Parliament passed in the Second Year of the Reign of His Majesty King *George* the Third, intituled *An Act for draining and preserving certain Low Lands called* The Fens *lying on both Sides of the River* Witham *in the County of* Lincoln, *and for restoring and maintaining the Navigation of the said River from the* High Bridge *in the City of* Lincoln *through the Borough of* Boston *to the Sea*, and under or by virtue of a certain Act of Parliament made and passed in the 52nd Year of the Reign of His said Majesty King *George* the Third, intituled *An Act for rendering more efficient an Act of His present Majesty, for draining Lands lying on both Sides of the River* Witham *in the County of* Lincoln, *and restoring the Navigation of the said River, and for repealing another Act of His present Majesty in relation to the said Drainage and Navigation*, and under or by virtue of a certain Act of Parliament made and passed in the Forty-first Year of the Reign of His said Majesty King *George* the Third, intituled *An Act for the better and more effectually draining certain Tracts of Land called* Wildmore Fen *and the* West *and* East Fens *in the County of* Lincoln, *and also the Low Lands and Grounds in the several Parishes, Townships, and Places having Right of Common on the said* Fens, *and other Low Lands and Grounds lying contiguous or adjoining thereto*, nor in any Manner to supersede, lessen, or interfere with any of the Rights, Interests, Powers, Privileges, and Authorities vested in such General Commissioners by virtue of the said several above-mentioned Acts, or any of them, or any other Act now in force, but that the same shall be and continue in force to all Intents and Purposes as if this Act had not passed,

Saving the Rights of the General Commissioners for Drainage of the River Witham.

2 G. 3. c. 32.

52 G. 3. c. cviii.

41 G. 3. c. cxxxv.

passed, anything herein contained to the contrary thereof in anywise notwithstanding.

Period for Completion of Works.

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

Security for Completion of Railways within Time limited.

30. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, the Sum of One thousand six hundred and eighty Pounds, being Eight *per Centum* upon Twenty-one thousand Pounds, the estimated Cost of the Railway, has been transferred into the Name and with the Privity of the Accountant General of the Court of Chancery in *England* pursuant to the said Act in respect of the Application to Parliament for this Act: Be it enacted, That, notwithstanding anything contained in the said recited Act, the Sum of One thousand six hundred and eighty Pounds so transferred as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or at the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railways, either open the Railways for the public Conveyance of the Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the Railways for public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money transferred as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred to the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of One thou-

Release of Money deposited.

sand

sand six hundred and eighty Pounds shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of One thousand six hundred and eighty Pounds if the Company shall not, within the Time limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money so transferred as aforesaid, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bonds shall be dealt with in like Manner as the said Sum of Money and the Interest or Dividends thereof would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Tolls.

31. The Company may from Time to Time demand and take in respect of the Use of the Railway by this Act authorized any Tolls not exceeding the following; (that is to say,)

Tonnage on Goods.

In respect of the Tonnage on Goods conveyed on the Railway or any Part thereof:

Class 1. For all Dung, Compost, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of Roads or Highways, Charcoal, Cinders, Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone, and Iron Ore, Pig Iron, Bar Iron, and Rod Iron, One Penny *per* Ton *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Halfpenny *per* Ton *per* Mile:

Class 2. For all Coals, Coke, Culm, and Cannel, One Penny Farthing *per* Ton *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Halfpenny *per* Ton *per* Mile:

Class 3. For all Sheet Iron, Hoop Iron, and all similar Descriptions of Wrought Iron, One Penny *per* Ton *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Halfpenny *per* Ton *per* Mile:

Class 4. For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, Twopence *per* Ton *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Three Farthings *per* Ton *per* Mile:

Class 5. For all Cotton, Wools, Drugs, Fish, manufactured Goods, and all other Wares, Merchandises, Articles, Matters, or Things, Threepence *per* Ton *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Penny *per* Ton *per* Mile:

Class 6. For every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, Fivepence *per* Mile, and a Sum of One Penny Farthing *per* Mile for every additional Quarter of a Ton which any such Carriage may weigh; and if conveyed on a Truck or Platform belonging to the Company, an additional Penny *per* Mile.

Tolls for Passengers and Animals.

In respect of Passengers and Animals conveyed in Carriages upon the Railway, as follows:

Class 7. For any Person conveyed in or upon any such Carriage, Twopence *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, One additional Penny *per* Mile:

Class 8. For every Horse, Mule, Ass, or other Beast of Draught or Burden, Threepence *per* Mile; and if conveyed in any Carriage belonging to the Company, an additional Penny *per* Mile:

Class 9. For every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any such Carriage, Twopence *per* Mile; and if conveyed in any Carriage belonging to the Company, an additional Penny *per* Mile:

Class 10. For every Calf or Pig, Sheep, Lamb, or other small Animal, conveyed in or upon any such Carriage, One Penny *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Farthing *per* Mile.

Tolls for propelling Power.

32. The Toll which the Company may demand for the Use of Engines for propelling Carriages on the Railway shall not exceed One Penny *per* Mile for each Passenger or Animal or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken.

33. The

Maximum Rates for Passengers.

33. The maximum Rates of Charges to be made by the Company for the Conveyance of Passengers upon the Railway, including the Tolls for the Use of the Railway and for Carriages and for locomotive Power, and every other Expense incident to the Conveyance, shall not exceed the following Sums; (that is to say,)

For every Passenger conveyed in a First-class Carriage, Threepence *per* Mile:

For every Passenger conveyed in a Second-class Carriage, Twopence *per* Mile:

For every Passenger conveyed in a Third-class Carriage, One Penny Halfpenny *per* Mile.

Restriction as to Charges not to apply to Special Trains.

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

Maximum Rates for Cattle, Goods, &c.

35. And with respect to the Conveyance of Horses, Carriages, and Goods, the maximum Rates of Charges to be made by the Company, including the Tolls for the Use of the Railway and Waggons or Trucks and locomotive Power, and every Expense incidental to such Conveyance (except a reasonable Sum for loading, covering, and unloading of Goods at any Terminal Station of such Goods, and for Delivery and Collection, and any other Service incidental to the Business or Duty of a Carrier, where such Services or any of them are or is performed by the Company), shall not exceed the following Sums; (that is to say,)

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

For every Ox, Cow, Bull, or Head of Neat Cattle, Twopence *per* Mile:

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

For every Carriage, Sixpence *per* Mile:

For all Coals, Dung, Compost, or other Articles herein-before classed therewith, One Penny Halfpenny *per* Ton *per* Mile:

For all Coke and other Articles herein-before classed therewith, One Penny Farthing *per* Ton *per* Mile:

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

For all Sugar and other Articles herein-before classed therewith, Threepence *per* Ton *per* Mile:

For all Cotton and other Articles herein-before classed therewith, Fourpence *per* Ton *per* Mile.

36. The

Regulations as to the Tolls.

36. The following Provisions and Regulations shall be applicable to the fixing of such Tolls; (that is to say,)

For Articles or Persons conveyed on the Railway for a less Distance than Three Miles the Company may demand Tolls and Charges as for Three Miles:

For a Fraction of a Mile beyond Three Miles, or beyond any greater Number of Miles, the Company may demand Tolls and Charges for Passengers as for One Mile, and for Animals and Goods for such Fraction in proportion to the Number of Quarters of a Mile contained therein; and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile:

For a Fraction of a Ton the Company may demand Toll according to the Numbers of Quarters of a Ton in such Fraction; and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton:

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

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

No Station is to be considered a Terminal Station in regard to any Goods conveyed on the Railway which have not been received thereat direct from the Consignor of such Traffic, or are not directed to be delivered thereat to the Consignee.

Tolls for small Parcels and single Articles of great Weight.

37. With respect to small Packages and single Articles of great Weight, the Company may lawfully demand Tolls not exceeding the following; (that is to say,)

For the Carriage of small Parcels on the Railway, as follows:

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

For any Parcel exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight, Sevenpence;

For any Parcel exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, Ninepence;

For Parcels exceeding Fifty-six Pounds and not exceeding Five hundred Pounds in Weight the Company may demand any Sum they think fit:

Provided always, that Articles sent in large aggregate Quantities, although made up of several Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but that Term shall apply only to single Parcels in separate Packages:

For

For the Carriage of any One Boiler, Cylinder, Bob, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, exceeds Four Tons, the Company may demand any Sum as they may from Time to Time think fit, not exceeding Sixpence *per* Ton:

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

Passengers Luggage.

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

Company may take increased Charges by Agreement.

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

Power to Company to use Parts of Great Northern Railway.

40. The Company may pass over and use with their Engines, Carriages, and Servants—

So much of the *Great Northern* Railway as extends from its Junction with the Railway by this Act authorized to the Station of the *Great Northern* Railway at *Firsby*, and such Station, and also the Booking Offices, Watering Places, and Sidings thereat, upon the Payment for the Use of the same of such Tolls and Sums respectively, and under such Rules and Regulations, as may be agreed upon between the Company and the *Great Northern* Railway Company, or as, in case of Difference, shall be settled by an Arbitrator to be appointed by the Board of Trade on the Application of either Party.

Power to Company to contract with Great Northern Railway Company as to Use of Railway.

41. The Company on the one hand, and the *Great Northern* Railway Company on the other hand, may respectively from Time to Time enter into Contracts and Agreements for and in respect of the Use, Maintenance, Management, and Working of the Railway, or any Portions thereof respectively, and the Stations thereof, and the Traffic thereof, and for and in respect of the Supply of Rolling Stock, Machinery, Officers, and Servants, and also for or in respect of

Collection, Division, and Appropriation of the Tolls, Rates, and the Charges in respect thereof.

To be first approved by Shareholders.

42. No such Contract or Agreement shall have any Operation or Effect unless and until it be submitted to and approved by not less than Three Fourths of the Votes of the Shareholders present, personally or by proxy, at Extraordinary Meetings of the respective Companies, Parties thereto, specially convened for the Purpose.

Meetings how to be convened.

43. Such respective Meetings shall be called by Advertisement inserted for Two successive Weeks in a Newspaper published in *London*, and in some Newspaper published in the County of *Lincoln*, (the last of which Advertisements shall be published not less than Seven Days before the Meeting is held,) and also by a Circular addressed to each Shareholder entitled to vote at Meetings of the Company, to be served in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders.

Traffic Arrangements not to affect Tolls, &c.

44. Provided also, That any such Contract or Agreement shall not in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the respective Companies, Parties thereto, are from Time to Time respectively authorized to demand or receive from any Person not Party to the Contract or Agreement, but all such other Persons shall, notwithstanding any such Contract or Agreement, be entitled to use the Railway upon the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, as if the Contract or Agreement were not entered into.

Public Notice at Expiration of septennial Period.

45. The Company, previously to the Expiration of each septennial Period, shall give such public Notice as the Board of Trade may prescribe that the Board is about to enter on the said Revision, and will entertain Complaints with a view to the Removal of any Evil resulting to the Public from any such Arrangement.

Confirmation of Agreement between Company and Great Northern Company.

46. Whereas, in anticipation of the passing of this Act, by an Agreement dated the 11th Day of *May* 1865, and made between the *Great Northern* Railway of the one Part, and the said *Edward Rawnsley* and *John Wilby Preston*, Two of the Provisional Directors of the Company hereby incorporated, of the other Part, a Copy whereof is set forth in the Schedule to this Act, the *Great Northern* Railway Company have undertaken to maintain, work, and manage the Railway upon Terms and Considerations therein contained: Be it enacted, That such Agreement shall be as binding and conclusive upon the Company and the *Great Northern* Railway Company as if it had been entered into between the said Companies after the passing of this

this Act, and all the Formalities by this Act required to be observed in connexion with the making of any such Agreement had been duly observed and performed.

Short Distances to be measured continuously if Two Railways worked together.

47. During the Continuance of any such Agreement Tolls and Charges not exceeding those authorized by this Act may be levied and taken by the *Great Northern* Company; and in estimating the Tolls and Charges to be paid in respect of Articles or Persons conveyed over any Part of the Railway of the *Great Northern* Company, the Distances traversed shall be reckoned continuously on such Railway as if the Railway and the *Great Northern* Railway were One continuous Railway; and in estimating the Amount of Tolls and Charges in respect of Traffic conveyed partly on the Railway and partly on the *Great Northern* Railway for a less Distance than Three Miles, Tolls and Charges may only be charged as for Three Miles, and for each Mile or Fraction of a Mile beyond Three Miles as for One Mile only for Passengers, and for each Quarter of a Mile or Fraction thereof as for a Quarter of a Mile for Animals, Minerals, or Goods, which Tolls and Charges shall be deemed the Short-distance Charge, and no Short-distance Charge other than such as is hereinbefore mentioned shall be made by the *Great Northern* Company in working the Railway.

Agreements between Companies may be modified by the Board of Trade.

48. If at the Expiration of Seven Years from the making of any such Agreement under this Act, and so from Seven Years to Seven Years, the Board of Trade are of opinion that the public Interests are injuriously affected by any of the Terms or Conditions thereof, the Board of Trade may require the Parties thereto to modify the Terms and Conditions of any such Agreement in such Manner as the Board may think necessary for removing the public Injury, and the same shall be modified accordingly.

Interest not to be paid on Calls paid up.

49. The Company shall not, out of any Money by this Act authorized to be raised by Shares or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital of the Company: Provided always, that this Act shall not prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made as is in conformity with the Provisions of "The Companies Clauses Consolidation Act, 1845."

Deposits on future Bills not to be paid out of the Company's Capital.

50. The Company shall not, out of any Money by this Act authorized to be raised, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament from Time to Time in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company

Company to construct any other Railway, or execute any other Work or Undertaking.

Railway not exempt from Provisions of present and future General Acts.

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

Expenses of Act.

52. The Costs, Charges, and Expenses of and attending the preparing for and passing of this Act, or incidental thereto, shall be paid by the Company.

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The SCHEDULE.

The Great Northern Railway Company and the Reverend Edward Rawnsley of Raithby Hall in the County of Lincoln, Clerk, and John Wilby Preston of Dalby Hall in the said County of Lincoln, Esquire, Two of the Provisional Directors of the proposed Spilsby and Firsby Railway Company.

Provisional Agreement for working the Traffic of the Spilsby and Firsby Railway by the Great Northern Railway Company.

A Provisional Agreement made the 11th Day of May 1865 between the Great Northern Railway Company, herein-after called the Great Northern Company, of the one Part, and the said Edward Rawnsley and John Wilby Preston, being Two of the Provisional Directors of the proposed Spilsby and Firsby Railway Company (herein-after called the Spilsby Company), for and on behalf of themselves and the other Provisional Directors thereof, of the other Part: Whereas the Spilsby Company is now applying to Parliament for an Act of Incorporation for the Purpose of making a Railway to commence by a Junction with the East Lincolnshire Railway (belonging to the Great Northern Company) at or near the Firsby Station of that Railway in the Parish of Firsby in the County of Lincoln, and to terminate in the Parish of Spilsby in a Field adjoining the Alford and Boston Turnpike Road, also in the said County of Lincoln: And whereas if the said Act should be obtained the said proposed Spilsby Company will complete the said Railway, together with the necessary Stations at Spilsby and Halton Holegate respectively: And whereas the Great Northern Company have agreed with said Edward Rawnsley and John Wilby Preston on behalf of the proposed Spilsby Company to work the Traffic of the said Spilsby and Firsby Railway when and so soon as the same shall be completed and fit to be opened for public Traffic for the Term of Twenty-one Years next thereafter, subject as herein-after provided, and for the Purpose of carrying out the Agreement the said Two Companies have agreed to enter into this Contract. Now these Presents witness, that the said Parties hereto do hereby respectively covenant and declare with and to the other of them in manner and to the Effect following:

Spilsby and Firsby Act of Incorporation.

1. That in the event of the said Act being obtained, the said Spilsby Company shall complete their Railway and the Junction with the up and down Lines of the East Lincolnshire Railway at Firsby, together with the necessary Junction Signals, Station Signals, Stations, Gate Lodges, Residences for Gatekeepers at such level Crossings as may be necessary, and all such Sidings as are now agreed to or may be required by the Great Northern Company as requisite for the working of the Traffic of the said Railway, and in case the Government Inspector shall require the Engines at either End to be turned there, with Turn-tables necessary for the Purpose, and all other proper and necessary Works, and a sufficient Fence on either Side of the said Spilsby and Firsby Railway, and the Permanent Way of the Railway shall be made and laid as a single Line, except at the Junction, in the Manner shown on the Plan marked A attached to these Presents, and the said Railway and Works aforesaid shall be made and done with all possible Despatch, and to the Satisfaction of the Joint Committee herein-after constituted.

Spilsby Company to complete Line, and provide Turn-tables.

To redeem Land Tax.

2. That the Land Tax of the Land on which the Railway and Stations are made shall be forthwith redeemed by the Spilsby Company.

To provide necessary Station Accommodation at Spilsby.

3. That the Station at Spilsby shall be constructed with a Residence for the Clerk in charge thereof, and with all necessary Accommodation for Traffic in Passengers and Goods, with Turn-table or Turn-tables, as the Case may be, Water-pumping Apparatus for the Supply of Engines and Station Buildings, Drainage, Engine-house, Coke Stage and Ashpit, Goods Shed with Crane Sidings, Landing Wharf, Cattle Pens, Carriage Dock, Crane for heavy Traffic, Booking Offices, Waiting Rooms, Counters, Ticket Cases, Stoves, Grates, Lamps, Gas and Gas Fittings, Railway and Road Weighing Machine, and all other Means and Appurtenances to carry on heavy Goods, Coal, and Stone Traffic, and in accordance with the Plan marked B attached to these Presents.

Junction.

4. That the Junction with the Station of the East Lincolnshire Railway Company at Firsby shall be constructed at the Expense of the Spilsby Company, and in the Manner shown on the Plan marked C annexed hereto, and in all respects to the Satisfaction of the Engineer for the Time being of the Great Northern Company.

Works at Halton Holegate.

5. That the Station at Halton Holegate shall be constructed with a Residence for the Clerk in charge, as well as a suitable Residence for the Person in charge at the level Crossing, should such Residence hereafter be found necessary, with Sidings, Waiting Rooms, and Appurtenances necessary and convenient for all the Requirements of the Traffic of the District, and in accordance with the Plan marked D hereunto annexed.

Great Northern Company to work Line for Twenty-one Years from opening.

6. That the Great Northern Company shall, for Twenty-one Years from the Day when the Spilsby and Firsby Railway shall be lawfully and in accordance with these Presents opened for public Traffic, at their own Expense efficiently and exclusively, subject as provided in Article 9, work the "Local" and "Through Traffic" on the said Spilsby and Firsby Railway, and indemnify the Spilsby Company against all Liabilities, Loss, Costs, Charges, Damages, and Expenses, Claims, and Demands of every Kind in any Manner connected with or arising out of such working, provided the same are not attributable in any way to the Act or Default of the Spilsby Company in not duly performing their Part of this Contract; and the Great Northern Company will provide all necessary Engines, Carriages, Trucks, and Waggons, and all other Plant, Stores, and Materials, and shall appoint and remunerate all necessary Clerks, Porters, Gatekeepers, and other Officers and Servants for the efficient working of the said Spilsby and Firsby Railway, and shall duly and efficiently convey all Passengers, Goods, Coals, Stone, Cattle, and other Materials thereon; and the Great Northern Company shall receive from Time to Time the Tolls and Charges to be demanded and received in respect of the Spilsby and Firsby Railway, and shall run Four Trains at the least to and fro between Firsby and Spilsby each Day, except on Sundays, for the Conveyance of Passengers and other Traffic, and the Great Northern Company shall from Time to Time fix the Time for starting the Trains, and shall also have the Power to fix and determine at which Stations the said Trains so required to be run shall stop.

Great Northern to provide Plant and Staff, receive Tolls, and fix Times of Trains.

Tank Engines to be used.

And it is hereby agreed that the Engines to be used upon the Spilsby and Firsby Railway shall be of the Class called "Tank Engines," which run equally well with the Chimney before or behind.

7. That

Spilsby Company to provide any additional Station Accommodation and Staff.

7. That in case more Passenger Stations or Stopping Places or Sidings for Coals, Corn, or other Merchandise are required by the said Spilsby Company, the same shall be provided by them, upon Plans to be approved by the Great Northern Company, and the Cost of working them, and the Staff to be employed at such Stations, Stopping Places, or Sidings, shall, unless the Tickets and Invoices can be issued by the Gatekeepers there employed by the said Great Northern Company, be at the Expense of the Spilsby Company.

Extra Engines to be run if necessary for Goods and Mineral Traffic.

8. That in case the Mineral and Goods Traffic on the said Spilsby and Firsby Railway cannot be efficiently worked by the Engines which will convey the above-mentioned Trains, the Great Northern Company shall employ an additional Engine or Engines so as effectually to work the said Traffic on the said Spilsby and Firsby Railway.

Great Northern to have sole working of the Traffic.

9. That the said Spilsby Company shall not, during the Continuance of the said Term of Twenty-one Years, be Carriers upon or over the said Spilsby and Firsby Railway, nor shall the said Company permit or suffer any Company or Person other than the Great Northern Company to act as Carriers upon or to pass over or along the said Railway with Engines or Carriages of any Description, or to use the Stations or Works connected with the said Railway or appurtenant thereto, so long as the said Railway consists of a single Line of Railway: Provided nevertheless, that nothing herein contained shall authorize any Company working the said Spilsby and Firsby Railway after it shall be constructed with a double Line of Rails to use any Part of the Firsby Station; but in case the said Spilsby Company, or any other Company, shall extend the said Spilsby and Firsby Railway, then the said Spilsby Company or the Company working such Extension shall have Power to provide at the Spilsby Station such Accommodation as they may require for their Traffic, and shall have Access to the Spilsby Station for the Interchange of Traffic on Terms to be arranged with the Great Northern Company.

Firsby Station not to be used by any other Company.

Maintenance of Railway Works.

10. That for a Period of Six Calendar Months from and after the Date when the said Spilsby and Firsby Railway shall lawfully and in accordance with these Presents be opened for public Traffic, the Spilsby Company shall and will keep and maintain in good Repair and Condition and fit for public Traffic the said Spilsby and Firsby Railway and the Appurtenances thereof; and from and after the Expiration of the said Period of Six Months the Great Northern Company shall (subject to the Proviso herein-after mentioned) during the Remainder of the said Term of Twenty-one Years effectually and sufficiently repair and keep in repair the said Railway, and all the Fences, Stations, Turn-tables, Water Tanks and Hose, Ashpits, Goods and other Sheds, and Buildings, Cranes, Weighing Machines, Sidings, Landings, and all other Works connected therewith, and shall pay all Rates and Taxes, Parliamentary or Parochial, (except Income Tax and the Government Duty on Passenger Fares,) affecting the said Railway and the Stations and Works connected therewith, and at the Expiration of the said Term of Twenty-one Years the Great Northern Company shall deliver up the said Railway, Stations, and other Works in as good a State of Repair and Efficiency as they received them, reasonable Wear and Tear only excepted; but the Spilsby Company shall and will bear and pay all Compensation, Damages, Costs, and Expenses payable to any Person or Company, or incurred by the Great Northern Company, in respect of any Accident occurring within the said Period of Six Months from the opening of the Line for public Traffic occasioned by any Defect in the original Construction of the said Railway, or the Works and Buildings connected therewith, or

Great Northern Company to maintain Line after Six Months from opening.

Rates and Taxes.

Compensation.

occasioned

occasioned or occurring by the Act, Neglect, or Default of the said Spilsby Company: Provided always, that in the event of the said Railway being constructed with a double Line of Rails, and the same being used by or for the Traffic of any other Company than the Great Northern Company, the said last-mentioned Company shall only bear a Part of the aforesaid Repairs, and of the Rates and Taxes, proportionate to their Interest in the Traffic worked by them over the said Railway.

Through Traffic and Local Traffic defined.

11. That the Traffic of the said Spilsby and Firsby Railway shall be divided in Two Classes, viz., "Through Traffic" and "Local Traffic." Local Traffic shall include all Traffic commencing at and finishing upon any Part of the said Spilsby and Firsby Railway, including Spilsby on the Spilsby and Firsby Railway and Firsby on the East Lincolnshire Railway, which last-mentioned Place shall for this Purpose be considered as the Terminus of the Spilsby and Firsby Railway. Through Traffic shall include all other Traffic.

Through Rates to be fixed by Great Northern Company.

12. That the Rates and Charges for Through Traffic shall be from Time to Time fixed by the Great Northern Company, whether on the Spilsby and Firsby Railway or the Great Northern Railway.

Local Rates to be fixed by Standing Committee.

Umpire to be appointed in case of Difference.

13. That the Rates and Charges to be made for Local Traffic shall from Time to Time, on the Request of either Company; be fixed and determined by a Committee, to consist of Two Members of the Board of Directors of the Great Northern Company and Two Members of the Board of Directors of the Spilsby Company; and which Committee, in case they cannot agree upon any of the Matters to be determined by them, shall have Power by Writing under their Hands to call in and appoint some One Person to be an Umpire, to whom the Matters in difference shall be referred, and whose Decision shall be conclusive upon the Members of the said Committee and their respective Companies; but in case the said Committee do not agree in the Selection of an Umpire, the Matters in difference shall stand referred to an Arbitrator to be appointed by the Board of Trade, whose Decision shall be final.

Mode of calculating Terminals.

14. That the Terminal Charges to be allowed before Division of the Receipts as herein-after mentioned shall be calculated according to the Rates from Time to Time in operation in the Railway Clearing House, and such Rates shall not be less at Spilsby and Halton Holegate than at Firsby, unless with the Consent of the Spilsby Company; and that the Mineral Class, as indicated by the Railway Clearing House Regulations, shall for the Purpose of this Agreement include Coals and Coke.

Great Northern Compan keep an Account of Traffic Receipts.

15 That from and after the Commencement of the aforesaid working, and until the Expiration of the said Term of Twenty-one Years, the Great Northern Company shall keep an Account of the gross Receipts derived from the Spilsby and Firsby Railway and Spilsby and Halton Holegate Stations, distinguishing the various Classes of Receipt, and which shall be divided as follows:

Division of Local Traffic Receipts.

From the gross Receipts for Local Traffic there shall first be deducted and retained by the Great Northern Railway Company the Government Passenger Duty, all Sums "paid out" on Goods or other Traffic, next the Terminal Charges herein-before mentioned, which for Firsby shall belong wholly to the Great Northern Company, and which for any Station on the Spilsby and Firsby Railway shall, after Deduction of all Expenses for Cartage, Delivery of Goods, Parcels, and other Traffic, be divided between the Two Companies in the Proportion of Two Fifths to the Spilsby Company and Three Fifths to the Great Northern Company, and of the Residue of Receipts after the aforesaid Deductions

ductions Two Fifths shall belong to the Spilsby Company, and the remaining Three Fifths to the Great Northern Company:

Division of Through Traffic Receipts.

From the gross Receipts for Through Traffic there shall be deducted and retained by the Great Northern Company the Government Passenger Duty, all Sums paid out on Goods or other Traffic, next the Terminal Charges as herein-before agreed, which for any Place on the Great Northern Railway or any other Railway where the Traffic commences or finishes shall belong wholly to the Great Northern or such other Company, and which for Spilsby or any other Station on the Spilsby and Firsby Railway shall, after Deduction of all Expenses for Cartage and Delivery of Goods, Parcels, and other Traffic, be divided between the Two Companies in the Proportion of Two Fifths to the Spilsby Company and Three Fifths to the Great Northern Company, and the Mileage Proportion of the Residue due to any Distance between the Junction with the East Lincolnshire Railway and Spilsby or any intermediate Station on the Spilsby and Firsby Railway, Two Fifths shall belong to the Spilsby Company, and the remaining Three Fifths to the Great Northern Company.

Agreement may be revised as from the Termination of the First Seven or Fourteen Years upon Notice by either Company.

16. That in case at any Time during the last Six Months of the first Seven or Fourteen Years of the said Term of Twenty-one Years the Great Northern Company shall be of opinion that the Amount of Traffic on the Spilsby and Firsby Railway to which the said Company may for the Time being be entitled under this Agreement is insufficient to remunerate them for working the Traffic of the said Railway pursuant to this Agreement, or in case the Spilsby Company shall at any Time during either of the same Two Periods of Six Months be of opinion that owing to any Cause the Great Northern Company are receiving an unreasonable Amount of Remuneration for working the Traffic of the said Railway pursuant to this Agreement, then and in either of such Cases, and during both or either of such Periods of Six Months, it shall be lawful for either of the said Companies by Notice in Writing to the other of them to require that this Agreement, and all or any of the Stipulations thereof, shall be revised as from the Termination of the said Seven or Fourteen Years, as the Case may be, and unless the said Two Companies shall mutually agree on such Revision within the Period of Three Months from the Time of the giving of such Notice, the Matter in dispute shall be referred to Arbitration in the Manner provided by the "Railways Companies Arbitration Act, 1859."

Great Northern Company to render a monthly Account of Traffic Receipts.

Payment of Balance due to Spilsby Company.

17. That the Great Northern Company shall deliver to the Spilsby Company, on or before the 15th Day of every Month next but one after that in which the Traffic is carried, a full and true Account of all the Receipts connected with the said Spilsby and Firsby Railway during such last-mentioned Month; and the Great Northern Company shall, on or about the Twenty-first Day of the Month next but one after that in which the Traffic is carried, pay to the Spilsby Company the Share of the Receipts payable to them for the said last-mentioned Month.

Spilsby Company may inspect Accounts kept by Great Northern Company.

18. That it shall be lawful for the Spilsby Company to appoint at their Expense from Time to Time a competent Accountant to inspect the Accounts of the Great Northern Company touching the Traffic of the Spilsby and Firsby Railway in order to ascertain the Amount of the Receipts to a Proportion of which the Spilsby Company are entitled, and the Spilsby Company shall communicate through and by their Secretary or Secretaries to the Secretary of the Great Northern Company the Name of the Person so from Time to Time appointed, and the said Person so appointed shall have Power to inspect once a Month at Firsby and Spilsby and intermediate Stations, on Three Days previous

previous Notice, at all reasonable Times of the Day, and to make Extracts from, all Books, Vouchers, Station Returns, and other Documents touching the Traffic of the said Spilsby and Firsby Railway.

Spilsby Company may recover against Great Northern Company if Balance be not duly paid.

19. That if for Twenty-one Days after Demand thereof in Writing delivered or addressed to the Secretary of the Great Northern Company, and left at the principal Office of that Company in London, the Great Northern Company shall neglect or refuse to pay to the Spilsby Company the Money then due and payable to them, the Spilsby Company may recover the Sum so due, with all Costs, Charges, and Expenses attending or incident to the Demand and Recovery thereof, either by Action or Suit in any Court of competent Jurisdiction for the Recovery of Debts or Demands of the like Nature, or by Distress (in the Nature of Distress for Rent) of any Goods, Chattels, or Effects of the Great Northern Company which may be found within the Limits of the Spilsby Company.

Arbitration Clause.

20. That if any Difference shall arise between the Spilsby Company and the Great Northern Company concerning the Receipts or Share of the Receipts to which the Spilsby Company shall or may be entitled, or touching the Conduct or Management of the said Spilsby and Firsby Railway, or to the Tolls or Charges imposed or charged, or omitted to be imposed or charged, by the Great Northern Company with respect to the Traffic of the said Spilsby and Firsby Railway, or concerning the Time of the Trains, or touching the Byelaws, Rules, and Regulations to be made by the Spilsby Company, or concerning any of the Provisions of these Presents, the Matters in difference shall from Time to Time be referred to Arbitration in the Manner prescribed by the Railway Companies Arbitration Act, 1859, for the Settlement of Disputes by Arbitration.

Agreement to be sealed.

21. That when and as soon as the said Act of Incorporation should be obtained, the Seal of the said Spilsby Company shall be affixed to this Agreement.

In witness whereof the said Edward Rawnsley and John Wilby Preston have set their respective Hands and Seals, and the Great Northern Company have hereunto set their Common Seal, the Day and Year first above written.

Signed, sealed, and delivered by the said Edward Rawnsley and John Wilby Preston in the Presence of - - THOS. WM. THIMBLEBY, Clerk to Mr. Thimbleby, Solicitor, Spilsby.

EDWARD RAWNSLEY. L.S.

JOHN WILBY PRESTON. L.S.

The Seal of the Great Northern Railway was affixed hereto in the Presence of

E. C. EGERTON, C. W. FABER, } Directors.

L.S.

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