CHAPTER xlviii.

An Act to enable the Sutton and Willoughby Railway Company to extend their railway to Mablethorpe in the parts of Lindsey in the county of Lincoln and to confer upon them further powers in relation to their undertaking; and for other purposes. [25th September 1886.] A.D. 1886.

WHEREAS by the Sutton and Willoughby Railway Act 1884 (in this Act called "the Act of 1884") the Sutton and Willoughby Railway Company (in this Act called "the Company") were incorporated and authorised to make and maintain a railway from Sutton-le-Marsh to Willoughby and other railways in connexion therewith in the parts of Lindsey in the county of Lincoln:

And whereas the Company have commenced the construction of the said railways and it is expedient that they should also be enabled to construct the railway from Sutton-le-Marsh to Mablethorpe described in this Act:

And whereas it is expedient that the Company should be authorised to raise further moneys for the execution of the works by this Act authorised:

And whereas the Company have not created or issued any debenture stock or granted any mortgages:

And whereas it is expedient that the Company and the Great Northern Railway Company should be empowered to enter into and carry into effect working and other agreements as herein-after provided:

And whereas it is expedient that the Company and all companies and persons working and using their railways should be authorised to run over and use the portion of railway and station herein-after in that behalf mentioned:

And whereas plans and sections showing the lines and levels of the railway authorised by this Act and also a book of reference containing the names of the owners and lessees or reputed owners

A.D. 1886.

and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the parts of Lindsey in the county of Lincoln and are herein-after respectively referred to as the deposited plans sections and book of reference:

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:—

Short title.

1. This Act may be cited as the Sutton and Willoughby Railway (Mablethorpe Extension) Act 1886.

Incorporation of general Acts.

2. The clauses and provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say):—

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for 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 shares into stock;

The making of dividends;

The giving of notices; and

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

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

The Lands Clauses Consolidation Acts 1845 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883;

The Railways Clauses Consolidation Act 1845;

And Part I. (relating to the construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act 1863;

are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation.

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

The expression "the Company" means the Sutton and Willoughby Railway Company ;

The expression "the railway" means the railway by this Act authorised ;

The expression "the undertaking" means the undertaking of the Company ;

The expression "the Act of 1884" means the Sutton and Willoughby Railway Act 1884 ;

And the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated herewith shall for the purposes of this Act be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Power to make railway.

4. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railway herein-after described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated upon the said plans and described in the deposited book of reference as may be required for those purposes. The railway herein-before referred to and authorised by this Act is :—

A railway (2 miles 4 furlongs 7 chains or thereabouts in length) commencing in the parish of Sutton-le-Marsh in the parts of Lindsey in the county of Lincoln by a junction with the authorised Sutton and Willoughby Railway at the termination thereof in a field belonging or reputed to belong to Messieurs Walker Sellars and Basden and in the occupation of Richard Brooks at a point on the east side of and adjoining the public road leading from the village of Sutton-le-Marsh to Huttoft 16½ chains or thereabouts from the west end of the parish church of Sutton-le-Marsh measuring in a northerly direction and 12½ chains or thereabouts measuring in a north-westerly direction from the centre of Church Lane and terminating in the parish of Mablethorpe Saint Mary in the parts of Lindsey in the county of Lincoln by a junction with the Louth and East Coast Railway at the termination thereof.

A.D. 1886.

Railway to form part of authorised railway of Company.

5. The railway by this Act authorised and herein-after in this Act referred to as "the Mablethorpe Extension" shall for the purposes of tolls rates and charges and for all other purposes (save as herein particularly provided) be deemed to be part of the undertaking and the Company may demand and take upon and in respect thereof or any part thereof the tolls rates and charges authorised by the Act of 1884 as if the railway were a continuous part of the railway thereby authorised.

Power to raise additional capital.

6. The Company may from time to time raise capital (in addition to any capital which by the Act of 1884 they are now authorised to raise) for the purposes of this Act not exceeding twenty-four thousand pounds by the creation and issue of shares herein-after called new shares.

Shares not to be issued until one fifth paid.

7. The Company shall not issue any share created under this Act of less nominal value than ten pounds nor shall any share vest in the person accepting the same unless and until a sum not being less than one fifth of the amount of the share be paid in respect thereof.

Calls.

8. One fourth of the amount of a share shall be the greatest amount of a call and three months at least shall be the interval between successive calls and three fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Dividends on new shares.

9. Every person who becomes entitled to new shares shall in respect of the same be a holder of shares in the Company and shall be entitled to a dividend with other holders of shares of the same class or description proportioned to the whole amount from time to time called and paid up on such new shares.

Receipt for persons not sui juris.

10. If any money is payable to a shareholder being an infant or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to borrow on mortgage.

11. The Company (in addition to the borrowing powers conferred upon them by the Act of 1884) may in respect of the additional capital which they are by this Act authorised to raise from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole eight thousand pounds but no part thereof shall be borrowed until the whole of the additional capital is issued and accepted and one half of such capital 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 the whole of such capital has been issued and accepted

A.D. 1886.

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 that the capital issued was issued and accepted and to the extent aforesaid paid up bonâ fide and is held by the persons or corporations to whom the same was issued or their executors administrators successors or assigns and that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

For appointment of a receiver.

12. Section 14 of the Act of 1884 is hereby repealed and the mortgagees may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. 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 two thousand pounds in the whole.

Debenture stock.

13. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under the Act of 1884 or this Act or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages.

Power to apply funds.

14. The Company may apply to the purposes of this Act to which capital is properly applicable any of the moneys which they are by the Act of 1884 authorised to raise and which may not be required for the purposes of that Act.

Application of moneys.

15. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only for the purposes of this Act and to which capital is properly applicable.

Period for compulsory purchase of lands.

16. 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.

A.D. 1886.

Lands for extraordinary purposes.

17. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed one acre.

Power to cross certain roads on the level.

18. Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of the railway carry the same with a single line only whilst the railway shall consist of a single line and afterwards with a double line only across and on the level of the roads next hereinafter mentioned (that is to say) :—

No. on deposited Plan.	Parish.	Description of Road.
14	Sutton-le-Marsh	Public road
26	Sutton-le-Marsh	Public road
18	Trusthorpe	Public road
36	Trusthorpe	Public road
16	Mablethorpe Saint Mary	Public road
27	Mablethorpe Saint Mary	Public road

Provided that nothing in this Act contained shall authorise the Company to carry the railway across and on the level of the road Nod. 26 in the parish of Sutton-le-Marsh without the consent in writing of the Board of Trade first obtained and under such conditions as they may annex thereto: Provided also that the giving of such consent shall not in any way preclude the Board of Trade from exercising at any subsequent time the powers conferred upon them by the Railways Clauses Consolidation Act 1845 or the Railways Clauses Act 1863 as incorporated with this Act: Provided further that the Company shall not open for traffic the railway by this Act authorised unless and until they shall have erected a gatekeeper's house at the point of crossing by the railway of the boundary road numbered 35 in the parish of Sutton-le-Marsh and 1 in the parish of Trusthorpe.

Company to provide signals at level crossing.

19. The Company shall provide all signals or other appliances necessary for the public safety and all works in that behalf required by the Board of Trade shall be provided and constructed by and at the expense of the Company at the level crossing on the road numbered 26 in the parish of Sutton-le-Marsh.

Power to take easements &c. by agreement.

20. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement right or privilege (not being an easement of water) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Restriction on displacing persons of the labouring class.

21. The Company shall not under the powers of this Act purchase or acquire in any city borough or other urban sanitary district or any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers.

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

Saving rights of the commissioners of sewers for the county of Lincoln.

22. Except as herein expressly provided nothing in this Act contained shall be deemed or construed to extend to prejudice diminish alter abridge or take away any of the jurisdictions rights powers or authorities vested in the commissioners of sewers for the county of Lincoln over the marshes levels and lands through which the railway may pass and all the jurisdictions rights powers and authorities vested in them shall be as good valid and effectual to all intents and purposes as if this Act had not been passed.

Deposit money not to be repaid except so far as railway is opened.

23. Whereas pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty chapter twenty a sum of one thousand and fifty pounds Consolidated Three Pounds per Centum Annuities being equal to five per centum upon the amount of the estimate in respect of the railway has been deposited in the name of the Paymaster General for and on behalf of the Supreme Court of Judicature in England in respect of the application to Parliament for this Act which sum is referred to in this Act as the deposit fund: Be

A.D. 1886.

it enacted that notwithstanding anything contained in the said Act the said deposit fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them which persons survivors or survivor are or is in this Act referred to as the depositors unless the Company shall previously to the expiration of the period limited by this Act for completion of the railway open the same for the public conveyance of passengers: Provided that if within such period as aforesaid the Company open any portion of the railway for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway the Chancery Division of the High Court of Justice in England shall on the application of the depositors or the majority of them order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application of deposit.

24. If the Company do not previously to the expiration of the period limited for the completion of the railway complete the same and open it for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice in England may seem fit and if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be

required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Chancery Division thinks fit to order on the application of the Solicitor to Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the Chancery Division if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof: Provided that until the deposit fund has been re-transferred to the depositors or has become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

Running powers over other railways.

25. The Company and all companies and persons lawfully working or using the railways of the Company or any part thereof may by agreement or otherwise run over and use with their engines carriages and waggons and officers and servants whether in charge of engines and trains or for any other purpose whatsoever and for the purposes of traffic of every description:—

So much of the Louth and East Coast Railway as is situated between the said intended point of junction of the intended railway with the Louth and East Coast Railway and the station at Mablethorpe including Mablethorpe Station;

The sidings authorised by the North Sea Fisheries (East Lincolnshire) Harbour and Dock Company's Act 1884;

Together with all terminal and other stations approaches sidings platforms telegraphs points signals junctions water watering places engines engine-sheds standing room for engines and carriages booking and other offices warehouses machinery coal tips works and conveniences of or connected with such portions of railway and stations: And as regards traffic conveyed by them the Company and any such company and persons as aforesaid may demand and take the same tolls and charges upon and in respect of the said portions of railway and stations as are authorised to be demanded and taken in respect thereof.

Terms of such user.

26. The terms conditions and regulations to be observed and fulfilled and the tolls charges rent or other considerations to be paid

A.D. 1886.

by the Company or any such other company or person as aforesaid for and in respect of the use of the said portions of railway stations works and conveniences shall be such as are from time to time agreed upon between them and the Company or companies for the time being owning or working the respective portions of railway run over or used or failing such agreement as may from time to time be determined by an arbitrator to be appointed by the Railway Commissioners on the application of any or either of the companies or persons interested and the cost of the arbitration shall be in his discretion and the decision of the arbitrator shall be final and binding on all parties.

Tolls on traffic conveyed partly on the railways of the Company and partly on other railways.

27. During the exercise of the running powers hereby granted or the continuance of any agreement to be entered into under the provisions of this Act for the working or use of the railways of the Company by the Great Northern Railway Company the railways of the respective companies shall for the purposes of short distance tolls and charges be considered as one railway and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railways of the Company and partly on the railways of such other company or companies for a less distance than three miles tolls and charges may be charged as for three miles and in respect of passengers for every mile or fraction of a mile beyond three miles tolls and charges as for one mile and in respect of animals and goods for every quarter of a mile or fraction of a quarter of a mile beyond three miles tolls and charges as for a quarter of a mile and no other short distance charge shall be made for the conveyance of passengers animals or goods partly on the railways of the Company and partly on the railways of such other company or companies.

Confirming agreement with Great Northern Railway Company.

28. The agreement set forth in the schedule to this Act is hereby confirmed and made binding upon the Company and the Great Northern Railway Company respectively and full effect may and shall be given thereto: Provided always that the said agreement shall be subject to revision by the Railway Commissioners in the manner provided by section twenty-seven of the Railways Clauses Act 1863 as amended by the Regulation of Railways Act 1873.

Power to enter into traffic arrangements with the Great Northern

29. The Company on the one hand and the Great Northern Railway Company on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Regulation of Railways Act 1873 from time to time enter into and carry into effect contracts and agreements for and

with respect to the following purposes or any of them (that is to say):—

Railway Company.

The working use maintenance and management of the railways of the Company or any part or parts thereof;

The supply of engines stock and plant necessary for the purposes of any agreement for the working and use of the railways of the Company by the Great Northern Railway Company and the employment of officers and servants for the conveyance and conduct of the traffic on the railways;

The payment to be made and the conditions to be performed with respect to such working use management and maintenance;

The management regulation interchange collection transmission and delivery of traffic from to and over the undertakings of the Company and the Great Northern Railway Company;

The fixing collection payment division and appropriation of the tolls fares rates and revenues arising from such traffic;

The payment allowances and rebates to be paid made or allowed by either of the contracting companies to the other of them.

Period for completion of works.

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

Interest not to be paid on calls paid up.

31. No interest or dividend shall be paid out of any share or loan capital which the Company are by this Act 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.

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

Provision as to general Railway Acts.

33. Nothing in this Act contained shall exempt any company or railway in this Act mentioned from the provisions of any general

A.D. 1886.

Acts relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter be passed 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 on the railways in this Act mentioned.

Costs of Act.

34. 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.

SCHEDULE referred to in the foregoing Act.

An Agreement made the ninth day of August one thousand eight hundred and eighty-six between the Sutton and Willoughby Railway Company herein-after called "the Sutton Company" of the one part and the Great Northern Railway Company herein-after called "the Great Northern Company" of the other part.

Whereas the Sutton Company were by the Sutton and Willoughby Railway Act 1884 herein-after called "the said Act of 1884" empowered to construct in the parts of Lindsey in the county of Lincoln the railways next herein-after described (that is to say):—

1. A Railway (No. 1) seven miles three chains in length commencing in the parish of Sutton-le-Marsh in the parts of Lindsey in the county of Lincoln in a field belonging or reputed to belong to Duncan Frederick Basden and others and in the occupation of Mr. Richard Brooks on the east side of and adjoining the public road from the village of Sutton-le-Marsh to Huttoft at a point sixteen-and-a-half chains or thereabouts from the west end of the parish church of the parish of Sutton-le-Marsh measuring in a northerly direction and twelve-and-a-half chains or thereabouts measuring in a north-westerly direction from the centre of Church Lane and terminating in the parish of Willoughby in the parts of Lindsey in the county of Lincoln in a field belonging or reputed to belong to the Honourable Baroness Willoughby d'Eresby and in the occupation of Anthony Dring and Richard Bradsham and situate on the east side of the East Lincolnshire Railway (leased to the Great Northern Railway Company) and on the north side of the public road between Claxby and Willoughby at a point one-and-a-half chains or thereabouts east of the centre of the said railway and one-and-a-half chains or thereabouts north of the centre of the said road;
2. A Railway (No. 2) one furlong and two chains in length commencing in the parish of Willoughby aforesaid by a junction with the said intended Railway No. 1 in a field belonging or reputed to belong to the Honourable Baroness Willoughby d'Eresby and in the occupation of William Hurdman at a point twenty-three chains or thereabouts measuring in a northerly direction from the centre of the level crossing at Willoughby Station and three-and-a-half chains or thereabouts east of the centre of the East Lincolnshire Railway (leased to the Great Northern Railway

A.D. 1886.

Company) at a point twenty-three chains or thereabouts measured in a northerly direction along that railway and terminating in the parish of Willoughby aforesaid by a junction with the East Lincolnshire Railway at a point eleven-and-a-half chains or thereabouts from the centre of the level crossing measuring in a northerly direction along the same railway;

3. A Railway (No. 3) three furlongs and four-and-a-half chains in length commencing by a junction with the said intended Railway No. 1 in the parish of Willoughby aforesaid in a field belonging to the Honourable Baroness Willoughby d'Eresby and in the occupation of John Wright Belton at a point fifty-four chains or thereabouts measuring in a north-easterly direction from the centre of the level crossing aforesaid and twenty-eight chains or thereabouts east of the centre of the East Lincolnshire Railway (leased to the Great Northern Railway Company) and terminating in the parish of Willoughby aforesaid by a junction with the same railway at a point fifty-five chains or thereabouts from the centre of the said level crossing measuring in a northerly direction along the said railway:

And whereas the said several railways authorised by the said Act of 1884 are now in course of construction and will shortly be completed and are herein-after together sometimes referred to as the "Sutton and Willoughby Railway":

And whereas the Great Northern Company are in possession under a fixed rent of the East Lincolnshire Railway above referred to and are working the same as part of their railway system:

And whereas under and by virtue of an agreement dated the twentieth day of November one thousand eight hundred and seventy-four and expressed to be made between the Great Northern Company of the one part and the Louth and East Coast Railway Company therein-after and herein-after referred to as "the Louth Company" of the other part and which agreement was modified by the Louth and East Coast Railway Act 1877 the Great Northern Company are in possession of and are working upon terms not material to be herein set forth a certain railway or railways known as the Louth and East Coast Railway herein-after referred to as the "Louth Railway" commencing by a junction at Louth with the said East Lincolnshire Railway and terminating in the parish of Mablethorpe Saint Mary in the parts of Lindsey at a point two miles four furlongs and seven chains or thereabouts distant from the commencement in the parish of Sutton-le-Marsh of the said Railway No. 1 authorised by the said Act of 1884: And whereas it is proposed to construct another railway herein-after called "the Mablethorpe Extension" for the purpose of connecting the said Sutton and Willoughby Railway with the Louth Railway and the Sutton Company are promoting a Bill in the present session of Parliament by which amongst other things they are seeking power to construct the Mablethorpe Extension with power also to use the Mablethorpe Station on the Louth Railway: And whereas in the said Bill the Mablethorpe Extension is described as follows (that is to say):—

A railway (two miles four furlongs seven chains or thereabouts in length)

commencing in the parish of Sutton-le-Marsh in the parts of Lindsey in the county of Lincoln by a junction with the authorised Sutton and Willoughby Railway at the termination thereof in a field belonging to Messrs. Walker Sellars and Basden and in the occupation of Richard Brooks at a point on the east side of and adjoining the public road leading from the village of Sutton-le-Marsh to Huttoft sixteen-and-a-half chains or thereabouts from the west end of the parish church of Sutton-le-Marsh measuring in a northerly direction and twelve-and-a-half chains or thereabouts measuring in a north-westerly direction from the centre of Church Lane and terminating in the parish of Mablethorpe Saint Mary in the parts of Lindsey in the county of Lincoln by a junction with the Louth and East Coast Railway at the termination thereof:

And whereas it is expected that the Sutton and Willoughby Railway will be completed and ready to be opened for public traffic in or about the month of August next and that the Mablethorpe Extension if sanctioned by Parliament will be completed within eighteen months thereafter: And whereas it has been proposed that the Great Northern Company shall undertake the working and management of the Sutton and Willoughby Railway and the Mablethorpe Extension from the respective times of their completion which the Great Northern Company have consented to do upon the terms and conditions hereinafter appearing:

Now these presents witness and it is hereby mutually agreed and declared by and between the Sutton Company and the Great Northern Company as follows (that is to say):—

1. The Sutton Company shall at their own expense use their best endeavours in the present session of Parliament to obtain powers for the construction of the said Mablethorpe Extension as herein-before described and the Great Northern Company will do all things reasonably in their power to assist the Sutton Company in that behalf.

2. Subject to the obtaining of such parliamentary powers as aforesaid and to the raising of the requisite capital the Sutton Company shall at their own expense construct and within the period of eighteen months after obtaining such parliamentary powers complete the said Mablethorpe Extension as a single line on the usual gauge. They shall also within the period authorised by the said Act of 1884 in like manner complete as a single line on the usual gauge the said Sutton and Willoughby Railway: Provided nevertheless that if the tidal harbour and dock undertaking in the said parish of Sutton-le-Marsh authorised by the North Sea Fisheries (East Lincolnshire) Harbour and Dock Act 1884 be constructed then the Sutton Company shall at their own expense construct and complete as double lines so much of the said Mablethorpe Extension and the said Sutton and Willoughby Railway as will form a convenient communication by railway with the said dock undertaking and such double lines shall be completed by the time the said dock undertaking is opened for traffic: Provided that if when the said dock is opened for traffic it should be found necessary for the accommodation and development of the traffic on the said railway to double the line throughout the whole length of the said railway

A.D. 1886.

then the Sutton Company shall at their own expense effect and construct such double line accordingly.

3. The expression "the said railway" whenever hereafter made use of shall mean and include the entire railway as authorised by the said Act of 1884 and the said Mablethorpe Extension as herein-before described if authorised and the stations sidings approaches yards buildings junctions lands works and conveniences connected therewith.

4. The said railway shall be constructed and completed in an efficient and satisfactory manner and subject and without prejudice to the aforesaid provision for doubling the line throughout with all proper and sufficient double lines of railway to serve as passing places for trains and as a communication with the said dock undertaking and all proper and sufficient junctions sidings stations station houses station fittings station furniture weighing-machines engine and other sheds warehouses cranes water tanks water cranes cattle pens turntables signals electric telegraphs telegraph instruments residences for station-masters and for gate-keepers at level crossings and all other works appliances and conveniences so that the said railway shall be approved by the Board of Trade as being in all respects fit to be opened and used for public traffic and shall also be constructed to the reasonable satisfaction of the engineer for the time being of the Great Northern Company.

5. A complete detailed plan or plans of every passing place junction and station not already constructed shall before the commencement of the construction thereof be submitted for approval to the engineer of the Great Northern Company and the reasonable requirements of the said engineer whether in respect of the nature or amount of accommodation required by the Great Northern Company or the form or mode of construction of such passing place junction or station shall be duly complied with by the Sutton Company.

6. Before the opening of the said respective railways for public traffic the Sutton Company shall to the reasonable satisfaction of the engineer of the Great Northern Company make all such arrangements as shall be proper and sufficient for enabling the Great Northern Company on and after the opening of the said respective railways for public traffic to work and use the same in accordance with these presents.

7. In the event of any difference arising between the Sutton Company and the Great Northern Company as to the necessity for doubling the said railway or as to the reasonableness of or necessity for any requirement by the engineer of the Great Northern Company under any of the articles of this agreement such difference shall be referred to the determination of some civil engineer to be agreed upon between the said companies and in the event of their failing to agree then to the determination of a civil engineer to be appointed by the Board of Trade on the application of either of the said companies and the award of such engineer shall be binding and conclusive on both the said companies.

8. No deviation shall be made by the Sutton Company from the deposited plans relating respectively to the said Act of 1884 and the said Bill except

such deviation if any as shall be expressly sanctioned by the Great Northern Company or in default of agreement shall be determined to be necessary or reasonable by the decision of an arbitrator as herein-before provided.

9. If and whenever after the opening of the said respective railways for public traffic any additional sidings or other works or conveniences are found expedient or necessary for the due development or the safe convenient or economical reception accommodation conveyance or delivery of the traffic carried over the said respective railways or for compliance with the requirements of any Act of Parliament or of the Board of Trade in reference to deviations or alterations and maintenance of roads or for the performance of any obligations binding on the Sutton Company the same shall subject as herein-after appears at the request of the Great Northern Company and to their reasonable satisfaction be provided and completed by and at the expense of the Sutton Company and when completed shall for the purpose of these presents be deemed to be part of the said railway and in the event of difference between the Sutton Company and the Great Northern Company as to the necessity for or the extent or mode of carrying out such works or as to any of the provisions of this article the same shall be referred to arbitration as herein-before provided: Provided always that in case the Sutton Company shall if and when it shall have been agreed or settled by arbitration that any such works are to be constructed or that the line of railway is to be doubled as herein-before mentioned fail or decline to execute the same it shall be lawful for the Great Northern Company if they think fit themselves to execute the same and the Sutton Company shall upon demand repay to the Great Northern Company all sums of money properly expended by them in that behalf or the Great Northern Company may in their accounts charge the Sutton Company with the amounts so expended by them and in arriving at the sums from time to time payable by them to the Sutton Company under this agreement shall be entitled to deduct the amounts so expended from the sum or sums which would otherwise have been payable to the Sutton Company and all such sums to be so expended as aforesaid by the Great Northern Company shall carry interest at the rate of five per cent. per annum from the respective times when the same shall have been advanced and paid by that company to the respective times of the repayment thereof or of the same being deducted and credited in account as aforesaid.

10. A plan of such alterations and additions to the Mablethorpe Station on the Louth Railway as shall be necessary or desirable to meet the altered requirements of the traffic including the provision of additional siding accommodation a foot-bridge level crossing and signal box shall be forthwith prepared on behalf of the Sutton Company and submitted for the approval of the Great Northern Company and the Louth Company and the same when so approved shall be adopted and the expense of such alterations and improvements shall up to the sum of four thousand pounds be borne and paid by the Sutton Company: And in case it shall be found necessary to make any greater outlay in this behalf than the sum of four thousand pounds the Sutton Company shall also be bound to make such additional outlay unless by agreement with the Louth Company they shall be able to arrange that such additional outlay or any part thereof

A.D. 1886.

shall be borne by the Louth Company in consideration of an allowance of interest to that company out of the share in the gross receipts as herein-after defined of the Sutton Company.

11. After the completion of the Sutton and Willoughby Railway and the Mablethorpe Extension and the opening thereof respectively for public traffic the same shall for twelve calendar months after such respective openings be maintained by and at the cost of the Sutton Company in substantial repair and in good working order and condition and thenceforth during the continuance of this agreement the same shall be maintained in substantial repair and in good working order and condition by the Great Northern Company but in the event of the Sutton Company or their contractor failing to maintain the same respective railways in an efficient manner during the said period of twelve months after the opening thereof respectively agreeably to these conditions then it shall be lawful for the Great Northern Company to execute all such works as may be necessary for the due maintenance of the said respective railways and thereupon the Great Northern Company shall be entitled in their accounts to charge the Sutton Company with all costs thereby incurred and on arriving at the sums from time to time payable by them to the Sutton Company to deduct such costs from the sum or sums of money which would otherwise have been payable to the Sutton Company under this agreement.

12. When and so soon as the Sutton and Willoughby Railway is completed in accordance with these presents the Great Northern Company shall take and during the continuance of this agreement retain possession of work use and convey traffic upon the same and in like manner when the Mablethorpe Extension is completed in accordance with these presents the Great Northern Company shall take and during the continuance of this agreement retain possession of work use and convey traffic upon the same as if they were their own lines of railway and shall during the continuance of this agreement at their own cost provide and employ all station masters booking clerks porters engine drivers guards watchmen and servants and all requisite officers and staff (other than the secretary of the Sutton Company and his staff) and shall also provide all such locomotive power engines carriages trucks rolling stock plant stores material and labour as shall be proper and sufficient for the working and user of the said railway by the Great Northern Company and the reception accommodation conveyance and delivery by them of the traffic thereon.

13. The Sutton Company or the Great Northern Company on their behalf and out of the share in the gross receipts as herein-after defined of the Sutton Company shall pay to the Louth Company the annual rental of one hundred and sixty-five pounds being the amount agreed to be paid by the Sutton Company to the Louth Company for the use for purposes of passenger traffic of the said Mablethorpe Station upon the Louth Railway and the Sutton Company shall also allow to the Great Northern Company for working expenses in respectof the Louth Railway the usual clearing house terminals on all live and dead merchandise and mineral traffic carried over the said railway to or from Mablethorpe Station out of which terminals the Great Northern Company shall make to the Louth Company whatever allowance shall be agreed on or otherwise determined to be the amount payable to the Louth Company in

respect of the use of the Mablethorpe Station for such live and dead merchandise and mineral traffic.

14. The Sutton Company shall also pay and discharge or redeem all rentcharges chief rents interest tithes tithe rentcharges and land tax or other charges properly attributable to capital or usually paid by landowners and the expense of the conduct and management by them of all affairs solely relating to the Sutton Company and if the Great Northern Company shall be required to make any of the aforesaid payments they shall be repaid by the Sutton Company or as the case may be the amounts thereof shall be deducted from any sums payable by the Great Northern Company to the Sutton Company.

15. Save as aforesaid the Great Northern Company shall pay all working expenses including all rates taxes assessments and other outgoings usually paid by tenants or properly chargeable against revenue.

16. No land belonging to the Sutton Company within the limits of deviation of the said railway shall be disposed of by them as superfluous land during the continuance of this agreement except with the consent in writing of the Great Northern Company and until any such superfluous land shall have been sold or brought into actual use for the purposes of the said railway or the business thereof all rents derivable therefrom shall belong solely to and be received by the Sutton Company.

17. The Great Northern Company shall during the continuance of this agreement provide a reasonable passenger train service over the said railway and afford connexions with a reasonable number of trains on their adjacent lines of railway and so far as possible work the said railway as an integral portion of the Great Northern Railway system and shall make all reasonable provision for through booking through tickets and through carriages and shall work and use the said railway and convey traffic thereon in a proper safe and convenient manner and so as to obtain the best revenue reasonably to be obtained therefrom.

18. In the carriage of through traffic whether of passengers or goods between any station upon the said railway or upon the Louth Railway and any station upon or lying beyond the said East Lincolnshire Railway the Great Northern Company shall in selecting the route viâ Louth or viâ Willoughby as the case may be have regard to the geographical position of the place of origin or destination as the case may be of such traffic and shall select the most natural route and in case any dispute shall arise as to which route is proper to be selected the same shall be settled by arbitration as herein-after provided but this article shall only apply and be in force after the Mablethorpe Extension shall have been opened for traffic.

19. The Great Northern Company shall indemnify and save harmless the Sutton Company against and from any loss charges or expenses to be incurred or sustained by reason of any injury or loss of life to any passenger or person or loss of or damage to any goods or property occasioned by the wrongful act neglect or default of the Great Northern Company or of any person employed by them and reciprocally the Sutton Company shall indemnify and save harmless the Great Northern Company against and from any like losses damages

A.D. 1886.

charges or expenses occasioned by the wrongful act neglect or default of the Sutton Company or of any person employed by them.

20. All tolls fares rates and charges in respect of the traffic of every kind both through and local upon the said railway shall from time to time be fixed and determined by the Great Northern Company.

21. The expression "gross receipts" as made use of in this agreement shall mean and comprise—

(1) The total receipts upon traffic (less the Government duty and less the usual allowances made by the Railway Clearing House for cartage and delivery when those services are included in the rates) arising and terminating upon the said railway;

(2) The full mileage proportion (less the Government duty the usual clearing house terminals and "paid ons" and "paid outs" and any other payments to other companies) of the rates tolls charges and fares charged from time to time in respect of all through traffic originating or terminating on any other railway and carried over the said railway or any part thereof;

(3) The amount charged or allowed for station to station terminals according to clearing house regulations for all traffic originating or terminating on the said railway when the accommodation has been provided at any station or place on the said railway excluding nevertheless the terminals charged at Willoughby Station belonging to the Great Northern Company and at Mablethorpe Station also belonging to the Great Northern Company subject to arrangement by them with the Louth Company as aforesaid;

(4) The full amount (if any) of all tolls rates and charges payable by any other company or persons for running over or using the said railway or any part thereof;

(5) Warehouse rent wharfage and other similar charges and receipts of the said railway from all other sources except the rents of superfluous lands belonging to the Sutton Company not used for the purposes of their undertaking.

22. The said gross receipts shall be applied as follows fifty per cent. thereof shall belong to the Great Northern Company and out of the remaining fifty per cent. there shall be paid to the Louth Company any interest which by arrangement as aforesaid with the Louth Company may be payable to them upon the amount of any outlay which shall have been incurred by them in or about the alterations or additions to the Mablethorpe Station for the purposes of this agreement over and above the sum of four thousand pounds to be laid out by the Sutton Company as herein-before provided and also the annual sum of one hundred and sixty-five pounds being the amount of the rental agreed to be paid as herein-before mentioned for the use of the Mablethorpe Station for the purposes of passenger traffic. Such payments shall be made half yearly on the fifteenth day of March and the fifteenth day of September in every year during the continuance of this agreement and subject thereto the remaining fifty per cent. of the said gross receipts shall belong to the Sutton Company.

23. The Great Northern Company shall at all times during the continuance of this agreement keep regular books accounts and vouchers proper and

sufficient for the purpose of duly carrying this agreement into effect. The said books accounts and vouchers shall at all reasonable times be open for inspection and transcription by the directors and agents of the Sutton Company for which inspection and transcription all proper and sufficient facilities shall be afforded by the Great Northern Company.

24. The Great Northern Company shall within two calendar months after the first day of January and the first day of July in every year transmit to the Sutton Company an accurate abstract of such of the accounts for the half years ending on those days respectively as shall from time to time be necessary to be shown for any of the purposes of this agreement.

25. The respective balances appearing on the said half-yearly accounts shall be adjusted and payments shall be made in settlement thereof pursuant to the terms of this agreement as follows that is to say for the half year ending on the thirtieth day of June such adjustment and payments shall be made not later than the fifteenth day of September next following and for the half year ending on the thirty-first day of December not later than the fifteenth day of March next following.

26. Provided always that no such payment shall in any way debar either of the companies parties hereto from calling attention to any mistake in the accounts upon which such payment shall have been based provided such mistake be pointed out and an investigation demanded within thirty days after the making of such payment or after the time when such mistake could reasonably have been ascertained and if upon investigation demanded within such time as aforesaid any such mistake shall be established the same shall be rectified and the Company which as the result of such rectification shall be found to have become the debtor for any amount of the other shall on request pay such amount to the other company.

27. This agreement shall subject as herein-after appears continue and be in force for the period of twenty-one years from the opening of the Sutton and Willoughby Railway for public traffic: Provided always 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 traffic on the said railway is insufficient to remunerate them for working the same upon the terms for the time being of this agreement or in case the Sutton 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. 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 herein-after provided.

A.D. 1886.

28. This agreement shall be subject to the approval of the proprietors of the Sutton Company and the Great Northern Company respectively in general meeting specially convened for that purpose and shall be also subject to the sanction of Parliament being obtained thereto and to such alterations as Parliament shall think fit to make therein but nevertheless if any material alteration be made therein by Parliament either of the said companies may elect to vacate this agreement.

29. All matters herein-before referred to arbitration and all differences which may arise between the said companies touching the true intent or construction of this agreement or touching anything to be done suffered or omitted in pursuance of or any of the incidents or consequences of or touching the carrying into effect of this agreement or any part thereof or any breach or non-fulfilment or alleged breach or non-fulfilment of this agreement or touching any liability damages losses costs or expenses by reason of any such breach or non-fulfilment or alleged breach or non-fulfilment or touching any claim or demand or relating to any such liability damages losses costs or expenses or otherwise relating to the premises shall except as herein-before otherwise expressly provided be referred to and determined by a single arbitrator to be appointed in the event of difference by the Attorney General of England for the time being but save as expressly varied by this article such arbitration shall be held and conducted in accordance with the provisions of the Railway Companies Arbitration Act 1859 and every question or matter so referred shall be deemed to be in difference between the two companies and this article shall accordingly be and have effect as an agreement between the two companies for arbitration under that Act and this submission may be made a rule of the High Court of Justice and the costs of the arbitration and award shall be in the discretion of the arbitrator.

In witness whereof the said companies have hereunto affixed their respective common seals the day and year first above written.

The common seal of the Sutton and Willoughby Railway Company was hereunto affixed in the presence of
ALFRED GILES.

L.S.

The common seal of the Great Northern Railway Company was hereunto affixed in the presence of
WILLIAM H. FELLOWES,
Director.

L.S.

LONDON: Printed by Eyre and Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1886.