



CHAPTER xliii.

An Act to authorise the construction of new railways and works and the acquisition of additional lands by the Great Central Railway Company and by the Humber Commercial Railway and Dock Company to authorise the construction of a new railway by the Great Central and Hull and Barnsley Railway Companies jointly and to make further provision with respect to the existing joint railways of the Great Central and Hull and Barnsley Railway Companies and for other purposes. A.D. 1910.

[26th July 1910.]

WHEREAS it is expedient to authorise the Great Central Railway Company (herein-after referred to as "the Company") and the Hull and Barnsley Railway Company to make the railway herein-after described in the county of York (West Riding) forming a junction between the Railway (No. 5) authorised by the Great Central Railway (Various Powers) Act 1909 and the Railway (No. 3) authorised by the Hull and Barnsley Railway Act 1909 (in this Act called "the Hull Act of 1909"):

And whereas by the Hull Act of 1909 provision was made for vesting the railways authorised by that Act and a portion of Railway (No. 2) authorised by the Hull Barnsley and West Riding Junction Railway and Dock (South Yorkshire Extension Lines) Act 1902 in the Hull and Barnsley Railway Company and the Company jointly in the proportions of two thirds to the Hull and Barnsley Railway Company and one third to the Company and the said railways have vested accordingly in the

A.D. 1910. Company and the Hull and Barnsley Railway Company and provision was also made by section 58 of the Hull Act of 1909 for the incorporation of a joint committee of the Hull and Barnsley Railway Company and the Company and for the construction and management of the said joint railways by the said joint committee:

And whereas it is expedient to amend the Hull Act of 1909 so as to provide for the joint ownership of the said joint railways by the Hull and Barnsley Railway Company and the Company in equal shares and for an equality as between the Hull and Barnsley Railway Company and the Company in representation voting power and otherwise upon the said joint committee:

And whereas by the Grimsby District Light Railways Order 1906 the Company were authorised to construct a light railway from Grimsby to Immingham for the purpose of conveying passengers and goods between Grimsby and the Immingham Dock of the Humber Commercial Railway and Dock Company now in course of construction:

And whereas it is expedient that the Company should be authorised to construct the light railways herein-after described in extension of the light railways authorised by the said Order and to provide for the working thereof as part of the Grimsby District Light Railways:

And whereas by the Great Central Railway (Various Powers) Act 1909 the Company were authorised to construct a railway (No. 3) in the borough of Ashton-under-Lyne forming a junction between the Oldham Ashton-under-Lyne and Guide Bridge Junction Railway and the Lancashire and Yorkshire Railway and crossing the public road in the said borough of Ashton-under-Lyne known as Rayners Lane which is crossed on the level also by the Lancashire and Yorkshire Railway and provision was made by the said Act for the diversion of Rayners Lane:

And whereas by an agreement to which the Corporation of Ashton-under-Lyne the Company and the Lancashire and Yorkshire Railway Company amongst others are parties provision has been made for an extension northwards of an existing road known as Richmond Street and for the exercise of powers conferred upon the Lancashire and Yorkshire Railway Company for the diversion of Rayners Lane and the closing of the said level crossing and the new road to be constructed in pursuance

of the said agreement is intended to accommodate the traffic now passing along the said Rayners Lane and over the said level crossing: A.D. 1910.

And whereas it is expedient that the Company should be authorised upon the opening for public traffic of the said new road to stop up Rayners Lane as herein-after provided:

And whereas the Company are owners in possession or lessees for a term of nine hundred and ninety-nine years of certain lands in the county borough of Oldham adjoining the western side of the Oldham Ashton-under-Lyne and Guide Bridge Junction Railway and in order that the said lands may be enclosed levelled and made available for the purposes of the Company it is expedient that all public and private rights of way (if any) over the said lands should be extinguished:

And whereas it is expedient that the other powers by this Act defined should be conferred upon the Company for the acquisition of lands the construction of works and the diversion of roads and footpaths:

And whereas it is expedient that the time now limited by the *Great Central Railway Act* 1905 for the completion of the Railway (No. 2) at Lincoln authorised by that Act should be extended as herein-after provided:

And whereas it is expedient that the time now limited by the *Great Central Railway Act* 1907 for the compulsory purchase of the lands required for the widening at Park Yard Sheffield authorised by that Act should be extended as herein-after provided:

And whereas it is expedient that the *Humber Commercial Railway and Dock Company* should be authorised to acquire certain additional lands and foreshore adjoining their dock works now in course of construction at Immingham:

And whereas it is expedient that the powers of the *Humber Commercial Railway and Dock Company* for the construction of the Railways (Nos. 1 and 2) authorised by the *Humber Commercial Railway and Dock Act* 1904 should be revived and extended as herein-after provided:

And whereas it is expedient that further powers should be conferred upon the *Cheshire Lines Committee* with respect to

A.D. 1910. the lease or other disposal of lands acquired by them which are not or eventually may not be required for the purposes of their undertaking:

And whereas plans and sections showing the lines and levels of the railways and works authorised by this Act and plans of the lands by this Act authorised to be taken or used compulsorily with a book of reference thereto were duly deposited with the respective clerks of the peace for the counties of Lancaster Lincoln (Parts of Lindsey) and York (West Riding) 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 King'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 Great Central Railway Act 1910.

Incorporation of Acts.

2. The Lands Clauses Acts; The Railways Clauses Consolidation Act 1845; and Part I. (relating to the construction of a railway) and Part II. (relating to extension of time) of the Railways Clauses Act 1863;

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

Provided that with respect to the Light Railways (Nos. 4 and 5) authorised by this Act the said Acts shall be incorporated only to the extent and with the variations prescribed by section 3 of the Grimsby District Light Railways Order 1906.

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 And in this Act the expression—

“The Company” means the Great Central Railway Company;

“The railways” and “the railway” mean the railway and light railways authorised by this Act;

“The Hull Act of 1909” means the Hull and Barnsley Railway Act 1909; A.D. 1910.

“The two companies” means the Company and the Hull and Barnsley Railway Company;

“The joint committee” means the Hull and Barnsley and Great Central Railways Joint Committee incorporated by the Hull Act of 1909;

“The Humber Company” means the Humber Commercial Railway and Dock Company.

4. Subject to the provisions of this Act the Company may make and maintain in the lines or situation and within the limits of deviation and according to the levels shown on the deposited plans and sections the railways and works herein-after described with all proper stations sidings junctions approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans relating thereto and described in the deposited book of reference as may be required for those purposes or for the general purposes of their undertaking The railways and works herein-before referred to and authorised by this Act are--

New rail-ways and works.

In the county of York (West Riding)--

A road diversion wholly in the parish of Stainforth and rural district of Thorne of the public road leading from Stainforth to Thorne where it crosses the Barnsley to Barnetby Railway of the Company on the level at Thorne Junction commencing at a point in the said road 19 chains or thereabouts westward from the centre of the said level crossing and terminating in the said road at a point 2·5 chains or thereabouts eastward from the centre of the said level crossing and the stopping up of the said public road to the extent shown upon the deposited plans :

In the county of Lincoln (Parts of Lindsey)--

A light railway (No. 4) 4 furlongs 0·9 chain in length commencing in the parish of Stallingborough in the rural district of Grimsby by a junction with the Grimsby District Light Railways of the Company at a point on that railway 13 chains or thereabouts measured in a

A.D. 1910.

south-easterly direction from the point where it crosses Stallingborough drain and terminating in the parish of Immingham in the rural district of Grimsby by a junction with the proposed Railway (No. 5) herein-after described in the field or inclosure numbered 219 on the Ordnance map of Lincolnshire scale $\frac{1}{2500}$ sheet No. XIII-12 1st edition dated 1887 at a point in that field distant 3 chains or thereabouts from the north-eastern boundary of that field measured in a south-westerly direction and at right angles thereto from a point on that boundary 2·5 chains or thereabouts measured along that boundary from the eastern corner of the said field :

A light railway (No. 5) 6 furlongs 7·10 chains in length situate wholly in the parish of Immingham in the rural district of Grimsby commencing at or near the north-western boundary fence of the field or inclosure numbered 214 on the Ordnance map of Lincolnshire scale $\frac{1}{2500}$ sheet No. XIII-12 1st edition dated 1887 at a point 1 chain or thereabouts measured along that boundary from the northern corner of the said field and terminating on the western side of the bridge over the Habrough Marsh drain the said bridge being 18·5 chains or thereabouts measured along the said drain in a southerly direction from the Habrough Marsh drain sluice.

Confirma-
tion of
scheduled
agreement
between
Earl of Yar-
borough and
Company.

5. The agreement made the twentieth day of June one thousand nine hundred and ten between the Right Honourable Charles Alfred Worsley Earl of Yarborough of the one part and the Company of the other part set forth in the Third Schedule to this Act is hereby confirmed and made binding on the parties thereto.

For pro-
tection of
Grimsby
Rural Dis-
trict Coun-
cil.

6. For the protection of the Grimsby Rural District Council (in this section called "the council") the following provisions shall unless otherwise agreed in writing between the Company and the council apply and have effect:—

- (1) Notwithstanding anything shown on the deposited plans no part of the Light Railway (No. 5) shall be constructed on the public road numbered 10 in the parish of Immingham :

(2) If and when the lands upon which the Light Railways (Nos. 4 and 5) or part thereof are authorised to be constructed are taken over by the council and maintained as a public road the provisions of section 40 (Provisions as to road railway) of the Grimsby District Light Railways Order 1906 shall apply to so much of the said Light Railways (Nos. 4 and 5) as is situate upon such public road. A.D. 1910.

7. Subject to the provisions of this Act the two companies may make and maintain in the lines or situation and within the limits of deviation and according to the levels shown on the deposited plans and sections the railway described in this section with all proper stations sidings junctions approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans relating thereto and described in the deposited book of reference as may be required for those purposes The railway referred to in this section and authorised by this Act is—

Construction of Railway (No. 3) by Company and Hull and Barnsley Company.

In the county of York (West Riding)—

A railway (No. 3) 2 furlongs 2·40 chains in length wholly in the parish of Warmsworth and rural district of Doncaster commencing by a junction with the Railway (No. 5) authorised by the *Great Central Railway (Various Powers) Act* 1909 at or near a point on the northern fence of the *Dearne Valley Railway* 2·5 chains or thereabouts measured along the said fence in a westerly direction from the western boundary fence of *Edlington Lane* and terminating by a junction with the Railway (No. 3) authorised by the *Hull Act* of 1909 at a point on the eastern boundary fence of *Edlington Lane* 11 chains or thereabouts measured along the said fence in a southerly direction from the junction of *Edlington Lane* with *Lord's Head Lane*.

8. Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not enter upon take use or interfere with any lands works or property shown on the deposited plans and belonging to the *Dearne Valley Railway Company* without the previous consent in writing of that company under their common seal. For protection of *Dearne Valley Railway Company*.

9.—(1) Section 22 of the *Great Central Railway (Various Powers) Act* 1909 is hereby repealed. Running powers to Great

A.D. 1910.
Northern
Railway
Company.

(2) The Great Northern Railway Company may run over and use with their engines carriages and waggons officers and servants whether in charge of engines and trains or for any other purpose whatsoever and for the purposes of traffic of all descriptions the following railways and portions of railways (that is to say):—

- (A) So much of Railway (No. 1) authorised by the Hull Act of 1909 as will lie to the southward of the junction provided for in section 54 (1) of the Hull Act of 1909 the whole of Railway (No. 2) authorised by the Hull Act of 1909 and so much of Railway (No. 3) authorised by the Hull Act of 1909 as will lie between the commencement of the said Railway (No. 3) and the junction thereof with the Railway (No. 3) authorised by this Act;
- (B) Railway (No. 3) authorised by this Act;
- (C) The railways authorised by the Great Central Railway (Various Powers) Act 1909;

and all stations roads platforms sidings junctions (including junctions with other railways) turn-tables points signals water watering places engine sheds standing room for engines booking and other offices warehouses machinery and appliances works and conveniences of and connected with such railways and portions of railways and all lines giving access to private or other sidings connected with mines collieries manufactories warehouses and other trading or industrial works adjacent to such railways and portions of railways.

(3) With respect to all traffic carried by the Great Northern Railway Company over the railways mentioned in the preceding subsection the receipts arising from such traffic shall be divided by mileage upon Railway Clearing House principles after deduction of such clearing house or coal terminals as are usual for the time being paid-ons paid-outs proportions payable to other companies and Government duty (the two companies and the Great Northern Railway Company being respectively entitled to the terminals at their own stations or at sidings connected with their respective railways) and the Great Northern Railway Company shall be allowed for haulage in the case of coal and coke traffic twenty-five per centum and in the case of all other traffic thirty-three and one third per centum of the net mileage proportion of the

receipts arising from such traffic respectively calculated as afore-
said attributable to the railways in respect of which the said
running powers are exercised. A.D. 1910.

(4) In the exercise of the running powers granted by sub-
section (2) hereof the Great Northern Railway Company shall
have the right to fix their own fares rates and charges.

(5) In exercising the running powers granted by sub-
section (2) hereof the Great Northern Railway Company shall
at all times observe the regulations and byelaws for the time
being in force on the railways mentioned in the said subsection
so far as such regulations and byelaws shall be applicable to the
Great Northern Railway Company.

(6) In exercising the running powers granted by subsection
(2) hereof the Great Northern Railway Company shall not take
up at any station or place upon the railways mentioned in the
said subsection any passengers parcels animals goods minerals or
other traffic of any description destined for delivery at any other
station or place upon the said railways or any other railways of
the two companies or of the Company or the Hull and Barnsley
Railway Company.

(7) Nothing in clause 24 of the agreement of the thirtieth
day of January one thousand eight hundred and ninety-two and
made between the Manchester Sheffield and Lincolnshire Railway
Company of the one part and the Great Northern Railway
Company of the other part shall apply to traffic passing to or
from the railways referred to in subsection (2) of this section
over the portion of the existing railway of the Company between
the termination of Railway (No. 5) authorised by the Great
Central Railway (Various Powers) Act 1909 and the main line
to Doncaster of the Great Northern Railway Company.

10.—(1) The two companies shall permit the Midland
Railway Company to pass over and use with their engines
carriages and waggons and for the purposes of traffic of all
descriptions the Railway (No. 3) by this Act authorised and the
stations sidings branches junctions watering places buildings
and appurtenances works and conveniences connected therewith
or which in the future may be provided.

For pro-
tection of
Midland
Railway
Company.

(2) The Midland Railway Company shall have the power to
fix its own rates and fares but not exceeding the rates and fares
which the two companies are entitled to demand and take on

A.D. 1910. such railways and the Midland Railway Company shall have the right to supply their own staff at any of the stations on the said railway. The division of the receipts unless otherwise agreed shall be by mileage after deduction of Railway Clearing House or other agreed terminals and working expenses at a rate to be agreed or settled by arbitration.

(3) The two companies shall accord to the traffic of the Midland Railway Company equal facilities in every respect to those afforded to their own traffic or the traffic of any other company.

For protection of North Eastern Railway Company.

11. All running and other powers rights and facilities granted and secured to the North Eastern Railway Company and to any company or person lawfully working or using their railways by section 52 of the Hull Act of 1909 in respect of the railways specified in that section shall extend and apply to and in respect of—

- (A) Railway (No. 3) by this Act authorised;
- (B) Railway (No. 6) authorised by the Great Central Railway (Various Powers) Act 1909; and
- (C) So much of the Railway (No. 5) by that Act authorised as lies to the east of the junction therewith of Railway (No. 3) above mentioned:

And all provisions of the said section 52 of the Hull Act of 1909 shall apply as if the said railways and portion of railway over which running powers are by this section granted had been part of the railways referred to in the said section 52.

Application of Railways Clauses Acts to road diversion.

12. The provisions of so much of the Railways Clauses Consolidation Act 1845 and the Railways Clauses Act 1863 as relates to the construction of a railway the temporary occupation of lands and the crossing of roads and construction of bridges shall subject to the provisions of this Act apply to the road diversion authorised by this Act as if the same were part of a railway.

Limits of deviation for road diversion.

13. The Company may in constructing the road diversion by this Act authorised deviate from the lines thereof as shown upon the deposited plans to any extent not exceeding the limits of deviation shown upon those plans and they may deviate from the levels thereof as shown upon the deposited sections to any extent not exceeding five feet upwards and five feet downwards. Provided that in the exercise of the powers of this section

the gradients of any part of the said road diversion shall not be altered so as to exceed one foot in thirty feet. A.D. 1910.

14. Subject to the provisions of this Act the sections of the Grimsby District Light Railways Order 1906 specified in the First Schedule to this Act shall apply to the Light Railways (Nos. 4 and 5) authorised by this Act as if the said sections had been expressly re-enacted in this Act. Application of Grimsby District Light Railways Order 1906 to light railways.

15. 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 five acres but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land so taken. Land for extraordinary purposes.

16. The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the water and gas mains pipes and apparatus of any local authority and shall be construed as if "local authority" were mentioned in those sections in addition to "company or society" Provided that any penalties recovered under section 23 shall be appropriated to that fund of the local authority to which their revenues in respect of water or gas (as the case may be) are appropriated. For protection of gas and water mains of local authorities.

17. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company or (as the case may be) the two companies shall not except as by this Act otherwise expressly provided be liable to maintain the surface of any road or public highway which shall be carried over the railways or any of them by a bridge or bridges or the immediate approaches thereto except so far as the level of such road or highway or approaches is permanently altered so as to increase the gradient thereof. Company not liable to repair surface of road level of which is not permanently altered.

18. If the railways by this Act authorised be 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 or (as the case may be) to the two companies for making and completing the railways or otherwise in relation thereto shall cease except as to so much thereof as is then completed. Period for completion of railways.

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Railway
deposit fund
not to be re-
paid except
so far as rail-
way opened.

19. Whereas pursuant to the standing orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of twenty-two thousand seven hundred and eighty-seven pounds five shillings and ninepence two-and-a-half per cent. consolidated stock (herein-after referred to as "the original railway deposit fund") being equal in value at the price at which the same was purchased to five per centum upon the amount of the estimate in respect of the Railways (Nos. 1 2 3 4 and 5) proposed by the Bill for this Act as deposited in Parliament and a sum of two thousand six hundred and twenty pounds five shillings and ninepence two-and-a-half per cent. consolidated stock (herein-after referred to as "the road deposit fund") being equal as aforesaid to four per centum upon the estimate in respect of the road and road diversion proposed by the Bill for this Act as deposited in Parliament have respectively been transferred into the name of the Paymaster-General for and on behalf of the Supreme Court in respect of the application to Parliament for this Act And whereas the sum of five hundred and forty-four pounds and ninepence two-and-a-half per cent. consolidated stock (herein-after referred to as "the railway deposit fund") being part of the original railway deposit fund is equal as aforesaid to five per centum upon the estimate in respect of the Light Railways (Nos. 4 and 5) which the Company are by this Act authorised to construct And whereas the sum of twenty-two thousand two hundred and forty-three pounds five shillings two-and-a-half per cent. consolidated stock being the balance of the original railway deposit fund is equal as aforesaid to five per centum upon the estimate in respect of the Railway (No. 3) which the two companies are by this Act authorised to construct and of the Railways (Nos. 1 and 2) which were withdrawn from the Bill for this Act during its progress through Parliament Be it enacted that notwithstanding anything contained in the said Act the said railway 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 railways open the Light Railways (Nos. 4 and 5) for the public conveyance of passengers and if the Company shall make default in so opening

the said railways the railway deposit fund shall be applicable and shall be applied as provided by the next following section Provided that if within such period as aforesaid the Company open any portion of the Light Railways (Nos. 4 and 5) 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 railway deposit fund which bears to the whole of the railway deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway the High Court shall on the application of the depositors order the portion of the railway 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.

A.D. 1910.

20. If the Company do not previously to the expiration of the period limited for the completion of the railways complete the Light Railways (Nos. 4 and 5) and open them for the public conveyance of passengers then and in every such case the railway 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 railways 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 High Court may seem fit And if no such compensation is payable or if a portion of the railway deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the railway deposit fund or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the undertaking has been abandoned be paid or transferred to such receiver or be applied in the discretion of the court as part of the assets of the Company for

Application
of railway
deposit
fund.

A.D. 1910. the benefit of the creditors thereof and subject to such application shall be repaid or re-transferred to the depositors Provided that until the railway deposit fund has been repaid or re-transferred to the depositors or has become otherwise applicable as hereinbefore 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.

Release of road deposit fund and balance of original railway deposit fund.

21. On the application of the depositors in a summary way at any time after the passing of this Act the High Court may and shall order that the road deposit fund of two thousand six hundred and twenty pounds five shillings and ninepence two-and-a-half per cent. consolidated stock and the balance of the original railway deposit fund of twenty-two thousand two hundred and forty-three pounds five shillings two-and-a-half per cent. consolidated stock amounting in all to twenty-four thousand eight hundred and sixty-three pounds ten shillings and ninepence and the interest and dividends thereon shall be transferred and paid to the depositors or to any other person or persons whom the depositors may appoint in that behalf.

Penalty imposed unless Railway (No. 3) is opened within time limited.

22. If the two companies fail within the period limited by this Act to complete the Railway (No. 3) the two companies shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the said railway is completed and opened for public traffic or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the works and the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act 1854 And every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the two companies were prevented from completing or opening the Railway (No. 3) by unforeseen accident or

circumstance beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control. A.D. 1910.

23. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any land-owners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the Railway (No. 3) 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 two companies 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 High Court may seem fit And if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the two companies are insolvent or the Railway (No. 3) or any part thereof has been abandoned be paid or transferred to such receiver or be applied in the discretion of the Court as part of the assets of the two companies for the benefit of the creditors thereof and subject to such application shall be repaid or re-transferred to the two companies. Application of penalty in respect of Railway (No. 3).

24. Subject to the provisions of this Act the Light Railways (Nos. 4 and 5) authorised by this Act shall be deemed to be part of the undertaking of the Company and for the purpose of tolls fares rates and charges be deemed to be parts of the Grimsby District Light Railways authorised by the Grimsby District Light Railways Order 1906 Subject to the provisions of this Act the Railway (No. 3) authorised by this Act shall for the purposes of tolls rates and charges be deemed to be part of the undertaking of the Hull and Barnsley Railway Company. Tolls rates and charges on railways.

25. Subject to the provisions of this Act and in addition to the other lands which the Company are by this Act authorised Additional lands for Great

A.D. 1910.
Central
Company.

to acquire the Company may enter upon take use and appropriate for the general purposes of their undertaking and works connected therewith and for providing increased accommodation all or any of the lands following delineated on the deposited plans and described in the deposited book of reference relating thereto and may hold for all the purposes of their said undertaking such of those lands as have already been purchased and the same shall be deemed to be lands acquired under the powers of this Act (that is to say):—

In the county of Lancaster—

A strip of land in the parish and borough of Ashton-under-Lyne on the north-western side of and adjoining the railway and lands of the Oldham Ashton-under-Lyne and Guide Bridge Junction Railway Company and lying between two points measured in a north-easterly direction along the north-western boundary fence of that company's property 20·4 chains and 27·5 chains respectively from the first milepost on that railway from Audenshaw Junction:

Certain lands in the township and county borough of Oldham situate at the eastern end of Eldon Street and adjoining the western side of the Oldham Ashton-under-Lyne and Guide Bridge Junction Railway and bounded on the south by the lands of the Company:

In the county of York (West Riding)—

Certain lands situate in the parish of Stainforth in the rural district of Thorne adjoining the northern side of the Barnsley to Barnetby Railway of the Company and extending from Cuckoo Lane to Kirton Lane:

And the expenditure of money by the Company in or about the purchase of the said lands is hereby confirmed.

Stopping up
road and
footpath in
case of
diversion.

26. Where this Act authorises the diversion of a road or footpath (or the substitution of a new road or footpath for an existing road or footpath) and the stopping up of the existing road or footpath or portion thereof such stopping up shall not take place until the new road or footpath is completed to the satisfaction of the road authority and is open for public use or in case of difference between the Company and the road authority

until two justices shall have certified that the new road or foot-
path has been completed to their satisfaction and is open for
public use. A.D. 1910.

Before applying to the justices for their certificate the
Company shall give to the road authority of the district in which
the existing road is situate seven days' notice in writing of their
intention to apply for the same.

As from the completion of the new road or footpath to the
satisfaction of the road authority or as from the date of the
said certificate (as the case may be) all rights of way over or
along the existing road or footpath or portion thereof shall be
extinguished and the Company may subject to the provisions
of the Railways Clauses Consolidation Act 1845 with respect to
mines lying under or near to the railway appropriate and use
for the purposes of their undertaking the site of the portion of
road or footpath stopped up as far as the same is bounded on
both sides by lands of the Company :

Provided that the Company shall make full compensation
to all parties interested in respect of any private rights of way
extinguished by virtue of this section and such compensation
shall be settled in manner provided by the Lands Clauses Acts
with reference to the taking of lands otherwise than by
agreement.

27. Save as otherwise expressly provided by this Act the
new roads and footpaths to be made under the authority of
this Act shall unless otherwise agreed when made and com-
pleted respectively be repaired and maintained by and at the
expense of the parties on whom the expense of maintaining
the roads and footpaths for which the new roads and footpaths
are substituted now devolves. Provision as
to repair of
new roads
and foot-
paths.

28. When and so soon as the Lancashire and Yorkshire
Railway Company shall have stopped up the level crossing of
Rayners Lane in the borough of Ashton-under-Lyne over the
Lancashire and Yorkshire Railway the Company may stop up
so much of the said Rayners Lane as lies between the eastern
side of a proposed extension of Richmond Street shown upon
the deposited plans and the said level crossing and thereupon
all rights of way over the said portion of Rayners Lane shall
be extinguished but the said portion of Rayners Lane shall not

Stopping up
Rayners
Lane Ash-
ton-under-
Lyne.

A.D. 1910. be stopped up unless the Company are owners in possession of all houses and lands on both sides thereof except so far as the owners lessees and occupiers of those houses and lands may otherwise agree:

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Extinguish-
ing rights of
way over
lands of
Company at
Oldham.

29. The Company may stop up all roads paths or ways on over or across certain lands of the Company shown on the deposited plans situate in the township and county borough of Oldham on the western side of the Oldham Ashton-under-Lyne, and Guide Bridge Junction Railway between Woodhouse Street and the Broadway Mills and as from the date of stopping up all rights of way over or along the said roads paths or ways shall be and the same are hereby extinguished Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

For pro-
tection of
Oldham
Corporation.

30.—(1) Notwithstanding anything contained in this Act or shown on the deposited plans the mayor aldermen and burgesses of the county borough of Oldham (in this section called "the corporation") shall be entitled by their agents servants and workmen upon giving to the Company (except in cases of emergency) fourteen days' notice in writing to enter upon the lands situate in the township and county borough of Oldham referred to in the section of this Act whereof the marginal note is "Extinguishing rights of way over lands of Company at Oldham" and upon the railways and works of the Company constructed or to be hereafter constructed on such lands for the purpose of maintaining examining repairing and renewing the sewer and manholes of the corporation and the Company shall give to the corporation all reasonable facilities for effecting such purposes Provided that the corporation shall not disturb or interfere with the said railways or works of the Company except at such time or times and in such manner as may be agreed between the corporation and the Company.

A.D. 1910.

(2) If by reason of the construction execution maintenance working or user of the said railways or works or of any act or omission of the Company or their contractors or of any person in the employ of the Company or of their contractors the said sewer or manholes shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense to the satisfaction of the corporation or in the event of their failing so to do the corporation may make good the same and recover the expense thereof from the Company.

(3) The corporation shall not be liable for and the Company shall indemnify the corporation against all accidents damages or injuries to the railway works and property of the Company and the persons and property being conveyed on or using the same by or in consequence of the bursting breakage or leakage of the said sewer manholes or other works of the corporation unless such damage or injury shall have arisen in consequence of some act neglect or default on the part of the corporation or their officers or servants.

(4) Any difference which may arise under the provisions of this section between the corporation and the Company shall if not otherwise agreed on be settled by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers in accordance with the provisions of the Arbitration Act 1889.

31. Subject to the provisions of this Act the Humber Company may enter upon take use and appropriate for the general purposes of their undertaking and works connected therewith and for providing increased accommodation the lands following delineated on the deposited plans and described in the deposited book of reference relating thereto and may apply their capital accordingly (that is to say):—

Additional
lands for
Humber
Commercial
Railway and
Dock Com-
pany.

In the county of Lincoln (Parts of Lindsey)—

Certain lands or foreshore in the parish of Immingham and rural district of Grimsby situate on the southern bank of the River Humber and lying between Immingham Haven and the coastguard station at South Killingholme Haven.

32. The following provisions for the protection of the Humber Conservancy Board (in this section referred to as "the

For pro-
tection of
Humber

A.D. 1910. board") shall be binding and obligatory on the Humber Company
Conservancy (that is to say):—
Board.

- (1) The riverward boundary of any lands or foreshore to be purchased by the Humber Company under the provisions of the section of this Act of which the marginal note is "Additional lands for Humber Commercial Railway and Dock Company" shall be a straight and regular line to be agreed on between the Humber Company and the board or as failing agreement to be settled by arbitration as herein-after provided:
- (2) Before the Humber Company shall be entitled to serve notice to treat for the purchase of any of the said lands or foreshore plans sections and specifications showing a pier or other substantial works proposed to be constructed thereon and showing the mode of construction of such works shall be furnished by the Humber Company to the clerk to the board and the approval of the board to such plans sections and specifications or in case of difference the approval of the arbitrator to be appointed as herein-after provided shall in each case be obtained by the Humber Company before serving such notice to treat and all such works shall be executed to the reasonable satisfaction of an engineer to be appointed by the board The price to be paid by the Humber Company for the said lands or foreshore shall be the same price per acre as may be fixed by agreement or arbitration in respect of the adjacent foreshore to be acquired from the board by the Humber Company under the Humber Commercial Railway and Dock Act 1904:
- (3) Notwithstanding the provision contained in the section of this Act the marginal note of which is "Period for compulsory purchase of lands" the powers for the compulsory purchase of the said lands or foreshore shall not expire until the expiration of ten years from the passing of this Act:
- (4) All temporary structures in the Humber which may be necessary to enable any works to be constructed on the said lands or foreshore shall be constructed to the reasonable satisfaction in all respects of the engineer

for the time being of the board in accordance with plans to be submitted to and approved by the board or in case of difference approved by the arbitrator as herein-after provided before the commencement of any such temporary structures and so as not to interfere more than may be necessary with the navigation of or the traffic on the Humber and after the purpose for which such temporary structures were constructed has been accomplished the Humber Company shall with all dispatch or after fourteen days' notice in writing thereafter from the board so to do remove any such temporary structures or any materials for the same which may have been placed in the Humber by the Humber Company and on their failing to do so the board may remove the same charging the Humber Company with the expense of so doing and the Humber Company shall forthwith repay to the board all expense so incurred:

A.D. 1910.

- (5) If during the construction of any of the said works or of any temporary structures in connexion therewith respectively or within twelve months after the completion of the said works or after the removal of such temporary structures and in consequence of the construction or execution of such works or temporary structures any accumulation of silt or other material shall be created in the Humber in the vicinity of the said works which shall in the opinion of the board cause an impediment to the free navigation of the Humber the Humber Company shall remove such accumulation of silt or other material and if they refuse or fail to do so the board may themselves cause the work to be done and may recover from the Humber Company the reasonable cost thereof:
- (6) The said works shall be completed within a period of five years from the date of the approval of the plans sections and specifications as provided for in this section:
- (7) The Humber Company shall allow at all times free access both by water and by land to the board their officers and servants over the premises of the Humber Company without payment or hindrance whilst in the execution of their duties:

A.D. 1910.

- (8) If any work constructed by the Humber Company on in over through or across the lands or foreshore so to be purchased and sold as aforesaid is abandoned or suffered to fall into decay the board may abate and remove the work or any part of it and restore the site thereof to its former condition at the expense of the Humber Company and the amount of such expense shall be a debt due from the Humber Company to the board and be recoverable summarily:
- (9) In the event of any question or difference arising between the board and the Humber Company under the provisions of this section such question or difference shall be referred to an arbitrator to be appointed by the Board of Trade on the application of the Humber Company or of the board:
- (10) Nothing contained in this Act shall prejudice or alter or be deemed to prejudice or alter any of the provisions of the Humber Conservancy Acts 1852 to 1907 nor any of them or any title of the board in to or over any lands or foreshore held or acquired by them under the said Acts or any of them or under any lease or agreement made under the powers thereof or confirmed thereby or any other of the rights powers privileges or authorities of the board.

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

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

Company and the amount of such costs and charges shall be a debt due from the Humber Company to the Crown and shall be recoverable as a Crown debt or summarily. A.D. 1910.

34. And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect:—

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

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the Second Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are herein-after included in the term "the owner" and the said properties are herein-after referred to as "the scheduled properties":
- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:
- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (herein-after referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified

A.D. 1910.

in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed :

- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal :
- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner :
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case

they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit. A.D. 1910.

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

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

35. The powers granted by this Act for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act. Period for compulsory purchase of lands.

36. Persons empowered by the *Lands Clauses Acts* to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the company or companies exercising the powers of this Act any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively. Persons under disability may grant easements &c.

37.—(1) All private rights of way over any lands which shall be acquired under the powers of this Act for the compulsory purchase of lands shall as from the date of the acquisition of such lands be extinguished. As to private rights of way.

(2) The company or companies acquiring the said lands shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in

A.D. 1910. manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Power to Company and Hull and Barnsley Company to apply funds to purposes of Act.

38. The Company and the Hull and Barnsley Railway Company may respectively apply to the purposes of this Act which they are authorised to carry into execution and to which capital is properly applicable any moneys which they now have in their hands or which they have power to raise by shares or mortgage or debenture stock and which may not be required for the purposes for which the same were respectively authorised to be raised.

Railway (No. 3) to be part of Hull and Barnsley and Great Central joint undertaking.

39. The Railway (No. 3) by this Act authorised shall be deemed to form part of the joint undertaking of the two companies and the provisions of the Hull Act of 1909 as amended by this Act with respect to the joint undertaking of the two companies and with respect to the joint committee shall extend and apply to the construction maintenance and use of the said Railway (No. 3).

Amending constitution of Hull and Barnsley and Great Central Railways' joint committee.

40. The provisions of the Hull Act of 1909 with respect to the ownership and management of the joint undertaking of the two companies and with respect to the joint committee are hereby amended in the manner and to the extent following (that is to say):—

(1) As from the passing of this Act all the powers rights privileges and authorities in reference to the railways authorised by the Hull Act of 1909 and so much of Railway (No. 2) authorised by the Hull Barnsley and West Riding Junction Railway and Dock (South Yorkshire Extension Lines) Act 1902 as will lie between the junctions therewith of Railway (No. 3) authorised by the Hull Act of 1909 and Railway (No. 3) authorised by the Rotherham Maltby and Laughton Railway Act 1905 shall be vested in the two companies in equal shares:

(2) Subsection 2 (Constitution) of section 58 of the Hull Act of 1909 is hereby repealed and the following provisions shall have effect in place thereof (that is to say):—

The joint committee shall consist of three of the directors of the Great Central Railway Company and three of the directors of the Hull and Barnsley

Railway Company to be nominated in writing under the seal of the respective companies but the boards of the two companies may by mutual agreement increase the number of the joint committee to not more than four directors of each company and the chairman of the joint committee at each meeting shall be alternately a director of one of the two companies. The member or members present representing either company shall have only one vote collectively and the chairman shall have no casting vote and in cases of difference between the representative directors of the respective companies such difference shall be settled from time to time by the boards of the two companies or that failing by arbitration as provided by subsection (v). (Difference between the Two Companies and standing arbitrator) of section 8 of the *Hull and Barnsley and Great Central Railway Companies Act 1906*: A.D. 1910.

Provided that the members of the joint committee nominated by the two companies respectively and holding office at the passing of this Act shall subject to the provisions of section 8 (E) (Vacancies on joint committee) of the *Hull and Barnsley and Great Central Railway Companies Act 1906* continue in office but the Company shall within one month after the passing of this Act nominate in writing under their seal an additional member of the joint committee so as to comply with the provisions of this section:

- (3) The following portions of the proviso to the said subsection 3 of section 58 of the *Hull Act of 1909* are hereby also repealed (that is to say):—

The second paragraph of the said proviso amending subsections (K) and (L) of section 8 of the *Hull and Barnsley and Great Central Railway Companies Act 1906*;

The fourth paragraph of the said proviso amending subsections (N) and (P) of the said section 8;

The fifth paragraph of the said proviso amending subsection (v) of the said section 8.

A.D. 1910.

Extension of time for completion of railways authorised by Great Central Railway Act 1905.

41. The time limited by section 37 of the Great Central Railway Act 1905 for the completion of the Railway No. 2 authorised by and described in section 5 of that Act is hereby extended for a period of two years from the fourth day of August one thousand nine hundred and ten and at the expiration of that period the powers for the completion of the said railway shall cease except as to so much thereof as is then completed.

Extension of time for compulsory purchase of lands for Widening (No. 2) authorised by Great Central Railway Act 1907.

42. The time limited by section 75 of the Great Central Railway Act 1907 for the compulsory purchase of lands required for Widening (No. 2) authorised by and described in section 5 of that Act is hereby extended for a period of two years from the twenty-sixth day of July one thousand nine hundred and ten and at the expiration of that period those powers shall cease.

Revival of powers for construction of railways authorised by Humber Commercial Railway and Dock Act 1904.

43. The powers granted to the Humber Company by the Humber Commercial Railway and Dock Act 1904 for the construction of Railways (Nos. 1 and 2) described in section 3 of that Act are hereby revived and as so revived may be exercised for a period of three years from the twenty-second day of July one thousand nine hundred and nine.

Power to Cheshire Lines Committee to lease lands &c.

44. And whereas lands have from time to time been purchased or acquired by the Cheshire Lines Committee but such lands are not immediately required for the purposes of their undertaking and it is expedient that further powers should be conferred upon the Cheshire Lines Committee with respect to such lands Therefore notwithstanding anything contained in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Cheshire Lines Committee with which that Act is incorporated the Cheshire Lines Committee shall not be required to sell or dispose of such lands but may retain hold or use or may lease or otherwise dispose of the same.

Crown rights.

45. Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any land hereditaments subjects or rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Woods or of the Board of Trade respectively without the consent in writing of the

Commissioners of Woods or the Board of Trade as the case may be on behalf of His Majesty first had and obtained for that purpose (which consent the said Commissioners and Board are hereby respectively authorised to give). A.D. 1910.

46. Except as otherwise in this Act expressly provided nothing shall be deemed or construed to prejudice derogate from diminish alter abridge or interfere with the jurisdiction rights powers or authorities vested in His Majesty's commissioners of sewers for the county of Lincoln. For protection of Lincolnshire Commissioners of Sewers.

47. Nothing in this Act contained shall exempt any company upon whom powers are conferred by this Act or their respective railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the commencement of this Act 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 by this Act. Provision as to general Railway Acts.

48. 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. Costs of Act.

A.D. 1910. The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

SECTIONS OF THE GRIMSBY DISTRICT LIGHT RAILWAYS ORDER
1906 TO BE APPLIED TO THE LIGHT RAILWAYS (NOS. 4 AND
5) AUTHORISED BY THE FOREGOING ACT.

Marginal Note of Sections.	Number of Sections.
Intpretation - - - - -	2
Incorporation of Acts - - - - -	3
Gauge of railway and motive power - - - - -	5
Power to deviate - - - - -	15
For protection of sewers and drains of sanitary authorities - - - - -	20
For protection of Grimsby Rural District Council - - - - -	27
Agreements with adjoining owners &c. - - - - -	28
Opening of railway - - - - -	31
Restriction of weight on rails and of speed - - - - -	32
Working and traffic agreements - - - - -	34
Provisions as to motive power other than steam - - - - -	37
Special provisions as to use of electric power as motive power - - - - -	38
For protection of Postmaster-General - - - - -	39
Rates &c. - - - - -	41
As to Schedule - - - - -	43
Company to be responsible for all damages - - - - -	44
Form and delivery of notices - - - - -	45
Orders &c. of the Board of Trade - - - - -	46
Provision as to general Acts relating to light railways - - - - -	47
Arbitration - - - - -	48
Penalties and expenses - - - - -	49
Schedule.	

THE SECOND SCHEDULE.

A.D. 1910.

DESCRIBING PROPERTIES WHEREOF PORTIONS ONLY ARE
REQUIRED TO BE TAKEN.

Parish or other Area.	Number on deposited Plan.	Description.
ADDITIONAL LANDS AT OLDHAM.		
Oldham - - -	1	House garden yard and wires.
ADDITIONAL LANDS AT ASHTON-UNDER-LYNE.		
Ashton-under-Lyne -	1	House greenhouse potting shed and boiler house garden fittings frame and water tubs.

THE THIRD SCHEDULE.

AN AGREEMENT made this twentieth day of June one thousand nine hundred and ten between the Right Honourable CHARLES ALFRED WORSLEY EARL OF YARBOROUGH (herein-after called "the said Earl") of the one part and the GREAT CENTRAL RAILWAY COMPANY (herein-after called "the Company") of the other part.

Stamp.



WHEREAS the Company are promoting a Bill in Parliament in the present session (herein-after referred to as "the said intended Act") to authorise the construction of new light railways and works and the acquisition of additional lands by the Company and by the Humber Commercial Railway and Dock Company and for other purposes:

And whereas the said Earl has agreed not to oppose the passing of the said intended Act in consideration of the Company entering into the agreement herein-after appearing:

Now it is hereby agreed as follows:—

1. The Company shall subject to the provision by the said Earl of the necessary land as herein-after provided with all reasonable despatch and at their own expense construct and provide the accommodation works herein-after mentioned for the benefit of the said Earl

A.D. 1910. his heirs and assigns and all persons entitled under any settlement affecting any lands in the neighbourhood of the Docks constructed by the Humber Commercial Railway and Dock Company to which the said Earl is entitled for his life or for any other interest.

2. The Company shall make a roadway in the position indicated and between the points marked E and H on the plan hereunto annexed except so far as the same has already been partially made or constructed. Between the points marked E and F and G and H respectively on the said plan the said roadway shall be of a width of 40 feet and where a single line of rails only shall be laid thereon shall be constructed in accordance with the cross section No. 2 drawn on the said plan and where a double line of rails or loops or passing-places shall be laid thereon the said roadway shall be constructed in accordance with the cross section No. 3 drawn on the said plan. Between the points marked F and G on the said plan the said roadway shall be of a width of 35 feet and constructed in accordance with the cross section No. 1 drawn thereon. The Company shall also between the said points marked E and F and between the said points marked G and H on the said plan form the earthwork up to formation level for a width of 10 feet on each side of such roadway so as to enable the said Earl to complete the causeways or footways on each side of the said roadway as and when occasion shall require and so that the total width of the road between the said points marked E and F and between the said points marked G and H (inclusive of the said causeways or footways if and when completed as aforesaid) shall be not less than 60 feet.

3. The Company shall also construct a bridge 40 feet wide between the parapets thereof with raised approaches thereto to carry the said roadway between the said points marked F and G on the said plan over the line of the Grimsby District Light Railway in the position indicated on the said plan and shall thereafter maintain the said bridge and the said roadway between the said points F and G.

4. In constructing the said roadway between the said points marked F and G on the said plan the Company shall construct and complete as shown on the cross section No. 1 drawn thereon a footway of the width of 5 feet.

5. The Company shall also lay a glazed pipe drain of 12 inches in diameter under the said roadway at an average depth of not exceeding 4 feet from the present general surface throughout the length of the said roadway between the points E and F and G and H on the said plan. The fall of the said drain and the outfall for the same shall be determined upon hereafter.

6. The said roadworks shall be constructed in accordance with the requirements of the local authority and in accordance also with the said plan hereunto annexed and cross sections Nos. 1 2 or 3 drawn thereon as the case may be.

7. The Company shall only maintain the said roadway between the points marked E and F and G and H respectively on the said plan in good order repair and condition for a period of twelve months from the date of the completion thereof to the reasonable satisfaction of the surveyor to the said Earl but from and after the expiration of the said period of 12 months the Company shall so maintain so much of the said roadway between the said points E and F and G and H respectively whereon the said light railways are laid as lies between the rails of such light railways and extends eighteen inches beyond such rails. The Company shall at the request of the said Earl support any application which may be made by him to the local authority to take over the said roadway.

8. All the land required for the site of the said roadway and causeways or footways and the said raised approaches (except where the said roadway crosses the line of the said Grimsby District Light Railway) shall be provided by the said Earl free of cost to the Company and shall remain the property of the said Earl but the Company shall be entitled to enter upon the said land by their contractors workmen officers and servants for the purpose of constructing and maintaining the said roadway and works and thereafter to use the said roadway and works for the purposes of the light railways authorised by the said intended Act.

9. The roadway and bridge provided for by this agreement shall except so far as the same have already been partially constructed be in substitution for the road and bridge mentioned in paragraphs 3 and 4 of the schedule to the agreement of the 31st day of March 1908 between the said Earl of the one part and the Humber Commercial Railway and Dock Company of the other part scheduled to and confirmed by the Humber Commercial Railway and Dock Act 1908 and to that extent but no further or otherwise the Humber Commercial Railway and Dock Company shall be released by the said Earl from the obligations imposed upon them by the said agreement of 31st day of March 1908.

10. The Company shall be at liberty at their own cost either originally or hereafter to construct the said light railways on the said roadway either as a single or double line and to provide loops or passing-places at such point or points as they may from time to time find convenient.

11. Notwithstanding anything to the contrary contained in the Lands Clauses Acts or in the said intended Act the Company shall not be entitled to acquire compulsorily nor except as authorised by this

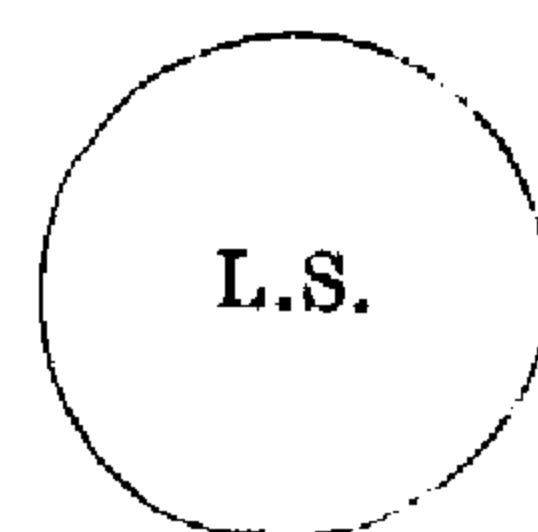
A.D. 1910. agreement to enter upon take or use without the previous consent in writing of the said Earl his heirs or assigns or other the person or persons entitled as aforesaid any land belonging to him or them.

12. The Company shall use their best endeavours to procure the insertion in the said intended Act of a clause confirming this agreement which is made subject to such alterations as Parliament may think fit to make therein but in the event of either House of Parliament making any material alteration therein it shall be in the option of either of the parties hereto to withdraw from the same by notice in writing to that effect and thereupon this agreement shall become void.

In witness whereof the said Earl has hereunto set his hand and seal and the Company have caused their common seal to be hereunto affixed the day and year first above written.

The common seal of the Great Central Railway
Company was hereunto affixed in the
presence of

O. S. HOLT Secretary.



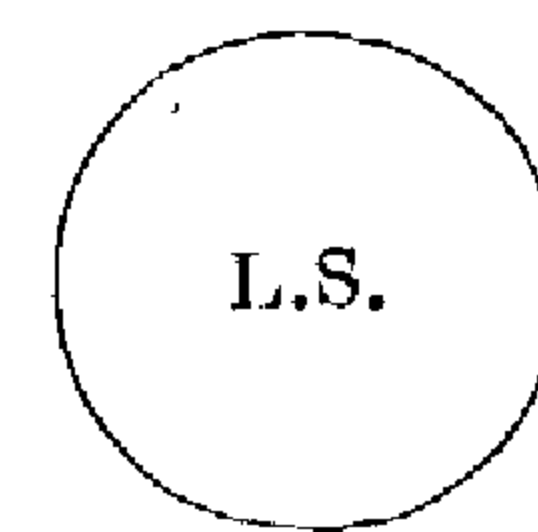
Signed sealed and delivered by the said Earl
of Yarborough in the presence of

HERBERT W. STEWARD

46 Bedford Square W.C.

Clerk to Messrs. Royds Rawstorne & Co.
of the same place Solicitors.

YARBOROUGH.



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