



ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. ccxliii.

An Act to enable the *Great Northern Railway Company* to complete their Loop Line between *Doncaster* and *Gainsborough*, and to improve the Gradients of their Railway South of *Gainsborough*. [25th July 1864.]

WHEREAS it is expedient that the *Great Northern Railway Company* (who are herein-after referred to as "the Company") should be authorized to complete what is known as their Loop Line by constructing a Railway from their Main Line in the Neighbourhood of *Doncaster* to their Loop Line at *Gainsborough*; and it is also expedient that they should be authorized to improve the Gradients of the Loop Line between *Gainsborough* and the Township of *Hardwick* in the Parish of *Torksey* in *Lincolnshire*: And whereas Plans and Sections of the proposed Railway and of the Improvements of Gradients, with a Book of Reference to the Plans containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the Lands intended to be taken, or through which the proposed Works are intended to be made, have been deposited with the Clerks of the Peace for the West Riding of *Yorkshire*, for *Nottinghamshire*, and for the Parts of *Lindsey* in

[local.] 39 U Lincolnshire

*The Great Northern Railway (Doncaster to Gainsborough)
Act, 1864.*

Lincolnshire respectively: And whereas it is expedient that mutual Facilities should be afforded by the *Great Northern* and the *Great Eastern* Railway Companies for the Conveyance of Traffic common to the Undertakings of the Two Companies: And whereas the Purposes aforesaid cannot be accomplished 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:

8 & 9 Vict.
cc. 18. & 20.,
23 & 24 Vict.
c. 106., and
26 & 27 Vict.
c. 92. incor-
porated.
"Shares,"

1. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and Part 1 of "The Railways Clauses Act, 1863," shall be incorporated with and form Part of this Act; and the Word "Shares," when used in this Act, shall include Stock.

Power to
make
Railways
according to
deposited
Plans.

2. It shall be lawful for the Company, subject to the Provisions in this and the incorporated Acts contained, to make and maintain the Railways herein-after described, with all proper Works, Approaches, and Stations, and also to improve the Gradients of their Railway between the Points herein-after mentioned; such Railways and Improvements being in the Line and upon the Lands delineated on the said Plans and described in the said Book of Reference, and according to the Levels described on the said Sections; and the Company may enter upon, take, and use such of the said Lands as shall be necessary for such Purposes.

Describing
Lines of
Railway.

3. The Railways authorized to be constructed under the Powers of this Act are,

(No. 1.) A Railway commencing by a Junction with the Main Line of the *Great Northern* Railway in the Parish of *Cantley* in the West Riding of *Yorkshire* at a Point about One hundred and thirty Yards Northward of the Post on the said Railway marking One hundred and fifty-three Miles from *London*, passing through the said Parish of *Cantley*, the Parish of *Finningley*, and the Townships of *Auckley*, *Finningley*, and *Blaxton*, all in the said Parish of *Finningley* in the said West Riding and in the County of *Nottingham*, or One of them; the Parish of *Misson* in the *Lindsey* Division of *Lincolnshire* and the County of *Nottingham*, or One of them; the Parishes of *Wroot* and *Haxey* both in the said *Lindsey* Division of the County of *Lincoln*; the Parishes of *Misterton*, *Walkeringham*, *Beckingham*, and *Saundby*, and Township of *Misterton* in the Parish of *Mis-
terton*,

*The Great Northern Railway (Doncaster to Gainsborough)
Act, 1864.*

terton, all in the County of *Nottingham*, and terminating in the Parish of *Gainsborough* in the said Parts of *Lindsey* in *Lincolnshire* by a Junction with the Loop Line of the *Great Northern Railway* about Three hundred and fifty Yards to the Northward of the Bridge carrying that Railway over the Turnpike Road from *Gainsborough* to *Lincoln*:

(No. 2.) A Railway commencing out of the before-described Railway, in the said Parish of *Beckingham*, in or near a Field belonging to *William Wells* and *George Wells* and occupied by *Charles Grundy*, which Field is bounded on the North and West by the Highway leading from *Walkerith Ferry* to *Beckingham*, passing through the Parishes of *Beckingham*, *Saundby*, and *Bole*, all in the County of *Nottingham*, and terminating in the said Parish of *Bole* by a Junction with the *Manchester, Sheffield, and Lincolnshire Railway* at or near the West End of the Bridge carrying that Railway over the River *Trent*:

(No. 3.) A short Curve, wholly in the said Parish of *Gainsborough*, commencing by a Junction with the *Manchester, Sheffield, and Lincolnshire Railway*, about One hundred and seventy Yards from the East End of the before-mentioned Bridge carrying the same Railway over the River *Trent*, and terminating by a Junction with the Loop Line of the *Great Northern Railway* about One hundred Yards to the Northward of the before-mentioned Bridge carrying the said Railway over the Turnpike Road from *Gainsborough* to *Lincoln*.

4. The Gradients or Levels of the Loop Line intended to be improved under the Powers of this Act are situate between the Spot where the Railway No. 1 is proposed to join the Loop Line at *Gainsborough* and a Point in the Parish of *Torksey* about Sixty Yards South of the Bridge which carries the said Loop Line over a public Road called *Sykes Lane*; the said Alterations of Levels will be situate in the following Parishes and Places or some of them; (that is to say,) *Gainsborough*, *Lea*, *Knaith*, *Gate Burton*, *Willingham*, *Martin*, *Stow*, *Torksey*, *Kettlethorpe*, *Saxilby*, and the Township of *Hardwick* in the Parish of *Torksey*, all in the Parts of *Lindsey* in *Lincolnshire*.

Describing
Improve-
ment of Gra-
dients.

5. The Company may demand and receive for and in respect of the said Railways the same Tolls and Charges as they are now authorized to receive in respect of their existing Undertaking as if it were Part of such Undertaking; and the Railways shall in all respects be deemed Part of the *Great Northern Railway*.

Railways
as to
Tolls, &c.
to form Part
of Great
Northern
Railway.

6. Subject

*The Great Northern Railway (Doncaster to Gainsborough)
Act, 1864.*

Level
Crossings.

6. Subject to the Provisions in this Act contained, it shall be lawful for the Company in the Construction of the Railway to carry the same across and upon the Level of the public Roads numbered on the said deposited Plan, as follows ; that is to say,

RAILWAY No. 1.

Parish.	Number on Plan.	Nature of Road.
Cantley - - -	24	Public.
Finningley - - -	27, 57	Public.
Finningley - - -	45	Turnpike.
Misson - - -	14, 35	Public.
Haxey - - -	47, 52	Public.
Misterton - - -	12	Public.
Walkeringham - - -	19	Public.
Beckingham - - -	4, 30	Public.

RAILWAY No. 2.

Beckingham - - -	57	Public.
Beckingham - - -	70a	Turnpike.
Saundby - - -	18	

But no more than a double Line of Railway shall be laid down on any such level Crossing.

Protecting
Lord Middle-
ton's Estate.

7. It shall not be lawful for the Company in constructing the Railways or any Works in connexion therewith over or through the Land of the Right Honourable *Henry Lord Middleton* to take (unless with his previous Consent in Writing) any Land or Materials belonging to him or his Tenants for the Purpose of Side Cuttings or for the Supply of Materials for the Construction of the Railway and Works.

For the
Protection
of the
Manchester,
Sheffield,
and Lincoln-
shire
Railway
Company.

8. Whereas the firstly described Railway by this Act authorized is intended to pass over and across the Main Line of the *Manchester, Sheffield, and Lincolnshire Railway Company* (hereinafter called "the *Sheffield Company*") near *Gainsborough*, and the Railways secondly and thirdly described are intended to form Junctions with the *Sheffield Company's* Line both West and East of the Bridge over the River *Trent*: And whereas the Construction of such Lines of Railway will have the Effect of diverting Traffic from the said *Sheffield* Railway: And whereas the Company have agreed to compensate the *Sheffield Company* for such Diversion of Traffic as well as for any Damage and Loss which the *Sheffield Company* may sustain by reason of the Construction, Working, and Competition of such Lines: Therefore, the Company shall (within Twelve Months after the

*The Great Northern Railway (Doncaster to Gainsborough)
Act, 1864.*

the opening of such Railways for Traffic) pay to the said *Sheffield* Company such Sum or Sums of Money as Compensation for all Damage and Loss which the *Sheffield* Company shall or may, in the Opinion of the Arbitrator herein-after named, sustain or incur or be put to directly or indirectly, or which may be incidental to the Construction of such Lines of Railway, as well as for all Loss or Damage which they may from Time to Time sustain by the Working and Competition of such Lines of Railway, as may be fixed and determined by *Thomas Elliott Harrison*, of *Great George Street, Westminster*, Civil Engineer, or, in case of his Death, Neglect, or Failure to act, as may be determined by an Arbitrator to be appointed, on the Application of either of the Companies, by the Board of Trade; and shall also, in addition to the above Payments, pay to the said *Sheffield* Company half-yearly for the Right of passing their Traffic either across the Main Line of the *Sheffield* Company near *Gainsborough*, or for the User of such Portion of the *Sheffield* Company's Line as the Company may use and run over, or for the User of both of them, as the Case may be, including the User of the *Sheffield* Company's Bridge over the River *Trent*, such a Sum by way of Toll as shall from Time to Time be settled and determined half-yearly by mutual Agreement between the General Managers for the Time being of the said *Great Northern* and *Sheffield* Companies, or, failing Agreement by them, within One Month after each half-yearly Day of Payment as aforesaid, which shall be considered as on the Thirtieth Day of *June* and Thirty-first Day of *December* in each Year, as shall be fixed and determined by the said *Thomas Elliott Harrison*, or in case of his Death, Neglect, or Refusal to act, then, as shall from Time to Time be fixed and determined by an Arbitrator to be appointed, on the Application of either of the Companies, by the Board of Trade.

9. The Company shall make and maintain and keep open at *Beckingham* and also at *Misterton* a Station with all usual and proper Facilities for the Accommodation of Goods Traffic as well as Passengers, and shall open those Stations respectively at the same Time as the Railway (Number 1) is opened for public Traffic, and shall pay the Expenses of forming, metalling, fencing, and maintaining a proper and sufficient Approach Road Thirty Feet wide, and of the Length of a Half a Mile or thereabouts, from *Gringley* or the Neighbourhood thereof to the *Misterton* Station.

Company
to make
Stations at
Beckingham
and Mis-
terton.

10. And whereas the said Railway is intended to pass over the River *Trent* in the Parishes of *Saundby* in the County of *Nottingham* and *Gainsborough* in the County of *Lincoln*; and it is expedient to provide against Obstructions being occasioned thereby

Saving
Rights of
Company of
Proprietors
of the

[local.]

*The Great Northern Railway (Doncaster to Gainsborough)
Act, 1864.*

River Trent
Navigation,
and pre-
venting
Obstruction
to the
River Trent.

to the free Navigation of the said River: Be it therefore enacted, That nothing in this Act contained shall extend or be construed to extend to diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the said River *Trent*, or to authorize or empower the said Railway Company or any of their Agents, Servants, or Workmen to alter, divert, or obstruct the Course or Channel of the said River *Trent*, or of any Rivers, Streams, Canals, Cuts, Aqueducts, or Dams communicating therewith, or to destroy or injure any Weirs, Abutments, Floodgates, Haling-paths, or other Works belonging to the Company of Proprietors of the River *Trent* Navigation, without the Consent of the said Company or their Clerk and Surveyor for the Time being, save and except for the Purpose of carrying into effect the Powers and Authorities given by this Act, and subject in that respect also to the Conditions, Stipulations, and Restrictions hereinafter mentioned, and doing as little Damage thereby as may be, and making full Satisfaction to the said Company of the Proprietors of the River *Trent* Navigation for all Damages by them sustained by reason thereof in manner herein mentioned with respect to Damages sustained by any other Person.

Regulating
Construction
of Bridge
over the
Trent.

11. That in carrying the said Railway over the River *Trent* in the said Parishes of *Saundby* and *Gainsborough* the said Railway Company shall and they are hereby required at their own Expense to erect, build, and for ever after maintain in perfect Repair a good, firm, and substantial Bridge over the said River and the Towing-path thereof, with proper Retaining Walls and Approaches thereto, upon which Bridge the said Railway shall be made, and the said Bridge shall be constructed so that there shall be Three Arches or Openings of Ninety Feet Span each, the Arch or Opening on the Western Side to include the Haling-path, and the Centre of each of the said Arches or Openings shall not be less than Thirteen Feet clear above the Level of the present Haling-path contiguous to the intended Site of the said Bridge, and as much higher as the Level of the said Railway where it crosses the said River *Trent* will admit of, and that there shall be constructed and made a good [and sufficient] Haling-path under the Bridge of not less than Ten Feet in Width and of the same Height as the present Haling-path, with a clear Headway of Eight Feet to the said Haling-path for the whole Breadth and Length thereof, with a proper and sufficient Hand-rail or Balustrade thereon, and which Haling-path shall be made under the Western Arch or Opening, and adjoining to the Abutment or Pier thereof, and shall be extended for the Space of Sixty Yards on each Side of the said Bridge, and that such Haling-path and Railing or Balustrade shall be at all Times supported and maintained by and at the Expense of

the

*The Great Northern Railway (Doncaster to Gainsborough)
Act, 1864.*

the said Railway Company, and the said Bridge and the Arches or Openings thereof shall be made of such Construction and Form as to give and afford the greatest clear Way and Space for the Passage of the Water and Vessels that may be consistent with the Security and Stability of the said Bridge; and for the better effecting that Object the said Railway Company or their Engineer shall, Forty Days at least before the Erection of the said Bridge over the said River *Trent* shall be commenced, deliver to the said Company of Proprietors of the River *Trent* Navigation, or to their Engineer or Clerk, accurate Plans and Sections of the said intended Bridge and of the Arches or Openings and Abutments thereof, such Arches or Openings not being of less Dimensions than is herein-before in that Behalf required; and if the said last-mentioned Company or their Engineer shall object to such Plans or to the proposed Form or Construction of the said intended Bridge or any of the Arches or Openings thereof, and the said Railway Company or their Engineer shall not consent to alter the same in such Way as may be required by the said Company of Proprietors of the River *Trent* Navigation or their

Engineer, the Matters in Difference shall be referred to some Third Civil Engineer to be mutually agreed upon and named by the respective Engineers of the said Two Companies, and the Decisions and Determinations of such Third Engineer shall be binding and conclusive upon all Parties touching the Matters so referred to him: Provided nevertheless, that he shall not be authorized to lessen or diminish the Span of any of the said Three Arches or Openings of Ninety feet each, nor the Height thereof as herein-before provided for, unless with the Consent of the Company of Proprietors of the Navigation of the River *Trent* or of their Engineer.

12. If in the Execution of the Works by this Act authorized to be made, or by reason of any Act or Omission of the said Railway Company, their Agents, Servants, or Workmen, or if by reason or in consequence of any of the said Works when made the said River *Trent*, or any of the Side Cuts or Canals or the Towing-paths thereof, shall at any Time be so obstructed as that Boats, Barges, or other Vessels using the same cannot conveniently pass along the same, then and in either of such Cases it shall and may be lawful for the said Company of Proprietors of the said River *Trent*, at the Costs and Charges of the said Railway Company, to remove, take, and put away such Obstruction or Impediment as aforesaid, and to make good all Damage or Injury done to the said Navigation thereby, and that the said Railway Company shall pay to the said Company of Proprietors of the said River *Trent*, as or by way of ascertained Damages, all Costs and Charges to be incurred as aforesaid, and also the Sum of Five Pounds for every Hour during which any such Obstruction or Impediment

As to Remedy in case of Obstruction to the River *Trent*.

*The Great Northern Railway (Doncaster to Gainsborough)
Act, 1864.*

Impediment shall continue: Provided always, that if such Obstruction or Impediment shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of any of the Servants of or Persons employed by the said Railway Company, the said Company shall pay to the said Company of Proprietors of the River *Trent* the Sum of Ten Pounds for every Hour during which the Obstruction shall continue, to be computed from the Commencement of such Obstruction, as or by way of ascertained Damages, and in default of Payment of such Costs and Charges, or of such Sum or Sums, as the Case may be, on Demand made of or from the Treasurer of the said Railway Company, such Demand being made in Writing and fully and accurately stating the Particulars thereof, any Two or more of Her Majesty's Justices of the Peace shall and they are hereby required, on Application by the said Company of Proprietors of the said River *Trent*, or their Clerk or Clerks, or other Persons authorized by them by Warrant under the Hands and Seals of the said Justices, to cause the Amount thereof to be levied by Distress and Sale of the Goods and Chattels of the said Railway Company and to be paid to the said Company of Proprietors of the said River *Trent*, their Agent or Clerk, rendering the Overplus (if any) upon Demand, after deducting the reasonable Charges of making such Distress and Sale, to the said Railway Company; or the said Company of Proprietors of the said River *Trent* may sue for and recover the same, together with full Costs of Suit, against the said Railway Company by Action of Debt or on the Case in any of Her Majesty's Courts at *Westminster*; and the said Railway Company shall also make Compensation to all other Parties navigating on the said River *Trent* for all Loss or Injury which they may sustain by the Obstruction occasioned by such Interruption or Stoppage as aforesaid, to be recovered in like Manner.

Providing
Compensation to
Company of
Proprietors
of Gains-
borough
Bridge, built
under
27 G. 3.
c. 15.

13. And whereas by an Act passed in the Twenty-second Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for building a Bridge at or near the Ferry over the River Trent from Gainsborough in the County of Lincoln to the opposite Shore in the Parish of Saundby in the County of Nottingham*, the Company of Proprietors of the *Gainsborough Bridge* were incorporated and established for building the said Bridge and for repairing the same, and certain Tolls were thereby granted to the said Company for those Purposes: And whereas the said Company of Proprietors have expended considerable Sums of Money in erecting the said Bridge and in maintaining the same in repair and otherwise for the Purposes thereof, and they are liable for ever to uphold and maintain the same in repair: And whereas it is intended to carry the Railway by means of a Bridge across the River *Trent* for the Passage

*The Great Northern Railway (Doncaster to Gainsborough)
Act, 1864.*

Passage of Carriages over the same near to the said *Gainsborough Bridge*, and also to use the Bridge over such River belonging to the *Manchester, Sheffield, and Lincolnshire Railway Company*, which may effect a considerable Reduction in the Amount of Tolls received by the said Company of Proprietors, whereby they might be disabled from effectually supporting and maintaining in repair the said Bridge, and from effecting the general Purposes of the said Act: Be it therefore enacted, That if during the first Three Years, to be computed from the Expiration of One Calendar Month immediately after the Railway shall be completed and opened for public Use from *Gainsborough to Doncaster*, whether by the Bridge constructed by the Company or by using the Bridge of the said *Manchester, Sheffield, and Lincolnshire Railway Company*, there shall be an annual Decrease in the Receipts for Tolls taken by the said Company of Proprietors at the said *Gainsborough Bridge* as compared with the Receipts during the Three immediately preceding Years, then and in such Case the Company shall forthwith pay to the said Company of Proprietors a Sum of Money equal to Ten Times such annual Decrease, taken upon an Average of the Three Years during which the same shall occur; and further, that if during the Three next succeeding Years, to be computed from the Expiration of the first Three Years after the Completion and opening of the said Railway as aforesaid, there shall be a further annual Decrease in the Receipts for the said Tolls as compared with the Receipts during the Three immediately preceding Years, then and in such Case the Company shall forthwith pay to the said Company of Proprietors a further Sum of Money equal to Ten Times such annual Decrease as last aforesaid taken upon the Average of the said last-mentioned Three Years; and further, that if during the Three next succeeding Years, to be computed from the Expiration of the second Three Years after the Completion and opening of the said Railway as aforesaid, there shall be a further annual Decrease in the Receipts for the said Tolls as compared with the Receipts during the Three immediately preceding Years, then and in such Case the Company shall forthwith pay to the said Company of Proprietors a farther Sum of Money equal to Ten Times such annual Decrease as last aforesaid, taken upon the Average of the last-mentioned Three Years, and the said Three Payments shall be accepted in full Satisfaction and Discharge of all Claims and Demands whatsoever upon the Company by the said Company of Proprietors in respect of the said Tolls, and in full Indemnification to the said Company and all Persons acting under their Authority from and against all Penalties and Forfeitures whatsoever by the said recited Act imposed for carrying any Person, Horse, or Beast, or any Stones, Bricks, Lime, Manure, or any other Article or Thing across the said River *Trent* within the Township of *Gainsborough* or *Morton* in the

[*Local.*] 39 Y Parish

*The Great Northern Railway (Doncaster to Gainsborough)
Act, 1864.*

Parish of *Gainsborough* and County of *Lincoln*, and in the Parish of *Saundby* or *Beckingham* in the County of *Nottingham*, otherwise than over the said Bridge, and in case Difference of Opinion shall arise in ascertaining the Amount of any such Reduction of Tolls the same shall be settled by Arbitration under the "Railway Companies Arbitration Act, 1859."

Recital of
23 & 24 Vict.
c. cliv,
relating to
Everton, &c.
Drainage.

14. And whereas an Act was passed in the Twenty-third and Twenty-fourth Years of the Reign of Her present Majesty, intituled *An Act to consolidate into One Act, and to amend, extend, and enlarge the Powers and Provisions of the several Acts for embanking and draining certain Low Lands and Grounds in the Parishes or Townships of Everton, Scaftworth, Gringley-on-the-Hill, Misterton, and Walkeringham in the County of Nottingham, and to make further and better Provision for such Embankment and Drainage*, which Act is herein-after referred to as "the *Everton Drainage Act*:" And whereas the Railway (No. 1) herein-before described will cross Part of the Works of the said Embankment and Drainage, and will also interfere with the Powers to construct new Works of Embankment and Drainage under the *Everton Drainage Act*: Be it therefore further enacted, as follows: Nothing in this Act contained shall authorize or empower the Company in the Execution or after the Execution of the Railway and Works to cut into or lessen or any way to injure the Barrier Bank of the said Embankment and Drainage made for the Purpose of protecting the Lands and Grounds embanked and drained, or authorized to be embanked and drained under or by virtue of the *Everton Drainage Act*.

Powers of
Drainage
Act not
to be
lessened.

15. Nothing in this Act contained, or the making of the Railway and Embankments, shall extend or be construed to extend to lessen, alter, diminish, abridge, or prejudice, or in any way to interfere with the Powers and Provisions of "the *Everton Drainage Act*," for improving or altering the existing Works of Drainage, or any of them, or for making any new or additional Works of Drainage therein, or for any other Purpose authorized by the said Act, or to repeal or annul any of the Powers or Provisions of the said Act, or to prejudice or interfere with the Exercise of any Power or Authority conferred by any Determination or Award of the Commissioner of Drainage made in pursuance of the same Act.

Railway
over Barrier
Bank, &c.
to be made
upon a
Viaduct to
the Satisfac-

16. The Company in making the Railway shall carry the same over the Barrier Bank and Mother Drain in *Misterton* aforesaid belonging to the Commissioner under "the *Everton Drainage Act*" herein-after referred to as "the Commissioner of Drainage," and also over the whole of the Floodway between the said Barrier Bank and the

*The Great Northern Railway (Doncaster to Gainsborough)
Act, 1864.*

the Bank of the Corporation of the Level of *Hatfield Chace*, known as the "Participants Bank," upon a Viaduct to be constructed to the Satisfaction of the Commissioner of Drainage, and to be supported by or upon Piles of Wood or Columns of Iron, to be disposed and fixed in Lines parallel with the Course of the *Bycarsdike* so as to present the least possible Obstruction to the free Passage of the Flood Water, such Part of the said Viaduct as shall be required to carry the Railway over the said *Bycarsdike* being supported by Piles of Wood or Columns of Iron placed parallel with the said *Bicarsdike* as aforesaid not less than Forty-eight Feet clear apart, and the Underside of the horizontal Girders or Bearers which shall be Part of such Viaduct being not less than Two Feet clear above the Top of the said Barrier Bank belonging to the Commissioner of Drainage.

tion of Commissioner of Drainage.

17. The Company shall from Time to Time and at all Times hereafter keep and maintain in complete Repair and Efficiency the said Viaduct, and shall when required by the Commissioner of Drainage (not exceeding Six Times in any One Year) cause to be cleansed, scoured, and removed all Weeds, Mud, or other Deposits or Obstructions which shall be in or under such Viaduct, or in the said *Bycarsdike* over which the same shall be made, as far as the Limit of the Railway abutting upon the said *Bycarsdike* shall extend, so as to allow a free Passage as heretofore for the Flood Waters.

Viaduct to be kept in repair.

18. If any Proprietor of Land in the Parish of *Misterton* aforesaid shall at any Time hereafter be desirous of improving the Drainage of such Land, for effecting which it may be necessary to pass under the Railway, the Company shall afford every Facility consistent with the Safety of the Railway, for the Purpose of enabling such Proprietor to accomplish such Object at the Expense of such Proprietor.

Facilities for Improvements.

19. If at any Time after the passing of this Act any Work of Embankment or Drainage shall be necessary or considered necessary to be done by the Commissioner of Drainage, or by the Commissioner of Drainage and the Proprietors of Lands and Grounds within the said District of Drainage herein-after referred to as "the Proprietors," or any of them, but which cannot effectually be done and completed without cutting through, disturbing, or injuring the Embankment or Embankments of the Railway, or the Works connected therewith, then and in such Case the Company shall at their own Expense, within Three Months after any such Work of Embankment or Drainage shall have been made by the Commissioner of Drainage up to or adjoining the Embankment of the Railway, continue such Works across the Embankments of and under the Railway in such Manner that the same Works shall not be obstructed, nor the said Drainage

As to new Works.

*The Great Northern Railway (Doncaster to Gainsborough)
Act, 1864.*

Drainage in any Manner impeded; and such Work when made, and the future Management thereof, shall be under the sole Control and Superintendence of the Commissioner of Drainage, but shall be maintained and repaired by the Company: Provided always, that if the Company shall not proceed with and within Three Months from the Time of receiving Notice of the same complete the Work necessary across the Embankments of the Railway in a good, substantial, and workmanlike Manner, then it shall be lawful to and for the Commissioner of Drainage to do and perform the same or so much thereof as he shall think necessary in order to complete the Work to his Satisfaction; and if in the doing of the said Work in a proper and workmanlike Manner and with all reasonable Care the Commissioner, or his Servants or Workmen, shall accidentally or unavoidably damage the Railway or obstruct the Traffic thereon he or they shall not be or be considered liable to make good to the Company any Damage or Injury in respect thereof; provided also, that the Company shall not be required to make or perform, nor shall it be lawful for the Commissioner of Drainage, or the Commissioner of Drainage and Proprietors, or any of them, to make or perform any Works for the Purposes of which it shall be requisite that the Line or Levels of the Railway or any Part thereof shall be permanently diverted or varied.

To vary
Works.

20. It shall be lawful for the Company, with the Consent of the Commissioner of Drainage, to make any of the Works directed by this Act to be made by the Company in any other Manner than herein-before specified, or to make any other Works instead thereof, or instead of Parts thereof which shall equally or better prevent any Interruption of the Drainage of the Lands and Grounds in such District of Drainage by the making of the Railway.

Additional
Expense
of new
Works to be
paid.

21. If after the Railway shall have been made and completed the Commissioner of Drainage, or the Commissioner of Drainage and Proprietors, or any of them, under the Drainage Act shall be desired to construct any new or additional Works of Embankment and Drainage which the Commissioner of Drainage, or the Commissioner of Drainage and Proprietors, or any of them, would be entitled to construct under or by virtue of the Drainage Act, and which would be rendered more expensive in the Construction thereof in consequence of the making of the Railway, the Company shall be bound to pay to the Commissioner of Drainage all the additional Costs, Charges, and Expenses as shall be occasioned to the Commissioner of Drainage, or Commissioner of Drainage and Proprietors, or any of them, by his or their being compelled or obliged to construct

*The Great Northern Railway (Doncaster to Gainsborough)
Act, 1864.*

struct such new or additional Works of Embankment and Drainage in any other Manner to that in which he or they might have constructed the same but for the passing of this Act.

22. In case of any Difference of Opinion or Dispute between the Company and the Commissioner of Drainage, or between the Company and the Commissioner of Drainage and Proprietors, or any of them, respecting the Mode of making or constructing any of the Works by this Act directed to be done by the Company in the said District of Drainage, or consequent on the same respectively, or respecting any other Matter with reference to the Works of Drainage, or the making of the Railway or Works within the said District of Drainage, such Difference of Opinion or Dispute shall be settled by Arbitration in the Manner prescribed in "The Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration.

Differences to be settled by Arbitration.

23. The Quantity of Land to be taken by the Company adjoining or near to the Railway for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Three Acres.

Lands for extraordinary Purposes.

24. The Powers by this Act conferred for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years from the passing of this Act.

Powers for compulsory Purchases limited.

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

Period of Completion of Works.

26. If the Railway is not completed and opened for public Traffic within the Period of Four Years from the passing of this Act the Company shall be liable to a Penalty at the Rate of Fifty Pounds for every Day after the said Period until such Line shall be so completed and opened; and the said Penalty shall be deemed a Debt due to Her Majesty in right of Her Crown and may be recovered accordingly: Provided always, that if the Company has been prevented from completing or opening the Railway by unforeseen Accident or by Circumstances beyond their Control, (of which Fact a Certificate under the Hand of the Secretary of the Board of Trade shall be the sole and conclusive Evidence,) the Company shall not be liable to the Payment of the same Penalty in respect of the Period during which

Penalty if Line not completed.

*The Great Northern Railway (Doncaster to Gainsborough)
Act, 1864.*

it shall be certified that they have been so prevented as aforesaid; but the Want of sufficient Funds shall not be held to be a Circumstance beyond their Control.

Company may apply their Funds towards Purposes of Act.

27. It shall be lawful for the Company to apply towards the Purposes of this Act any of the Monies which they are already authorized to raise, and which may not be required by them for the Purposes of their respective Undertakings.

Power to raise additional Capital by new Shares.

28. The Company may from Time to Time raise (in addition to the Sums of Money which they are already authorized to raise) any further Sums not exceeding in the whole Four hundred and eight thousand Pounds by the Creation of new Shares in their Undertaking, which Shares shall form Part of the general Capital of the Company, and may be issued at such Price (being not less than the nominal Value thereof) and upon such other Terms and Conditions as may be determined on by Three Fifths at least of the Votes of the Shareholders present, personally or by proxy, at any Extraordinary General Meeting of the Company convened with due Notice of the Object.

Privileges may be attached to new Shares.

29. The Company may, with the Consent of Three Fifths at least of the Votes of their Shareholders present, personally or by proxy, at any Extraordinary Meeting convened with due Notice of the Object, attach to all or any of the Shares to be created under the Powers of this Act any preferential Dividend, with or without other Privileges, which the Company may think fit, and may also attach to the said Shares a Condition that the same may be redeemed upon Conditions to be stated in the Resolutions creating the same and to be notified on the Certificates of such Shares; and for the Purpose of redeeming the same or any Part thereof the Company may create and issue from Time to Time fresh Shares, with or without any special Advantages.

As to Dividends for First Half of a Year.

30. If in the First Half of any Year commencing on the First Day of *January* there be Profits applicable to the Purposes of Dividend upon the Ordinary Shares or Stock of the Company after satisfying the Dividend and Arrears of Dividend (if any) due upon any other Preference Shares or Stock of the Company previously created and issued, and also the Dividend for such Half Year on the Preference Shares or Stock to be created under the Powers of this Act, it shall be lawful for the Company to declare a Dividend for such Half Year on such Ordinary Shares or Stock.

Limit of Amount and Number of Calls.

31. The Amount of any One Call to be made upon the Shares created under the Powers of this Act shall not exceed One Fourth of the

*The Great Northern Railway (Doncaster to Gainsborough)
Act, 1864.*

the Amount of such Shares; and there shall be an Interval of Two Months at least between every Two successive Calls, and not more than Three Fourths of the Amount of each Share shall be called up in any One Year: Provided, that the Company shall not issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

32. The Proprietors of any Shares to be issued under the Authority of this Act shall be entitled to such Number of Votes in respect thereof as the nominal Amount represented by such Shares would have entitled them to if the same had been original Shares of the Company. As to Votes of Proprietors of such Shares.

33. The Company may from Time to Time under the Powers of this Act borrow any additional Sum of Money not exceeding One hundred and thirty-six thousand Pounds, either by Mortgage of their Undertaking or by the Issue of Debenture Stock in pursuance of the Powers and subject to the Limitations and Restrictions contained in "The Great Northern Railway Company's Increase of Capital Act, 1853;" but no Part of that Sum shall be borrowed or raised by Issue of Debenture Stock until the whole of the additional Capital by this Act authorized to be raised by new Shares is *bonâ fide* subscribed for or taken and One Half thereof is paid up, and until the Company shall prove to the Justice who is to certify, under the 40th Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that Shares for all such additional Capital are issued, and that not less than Twenty *per Centum* has been paid on account of each separate Share before or at the Issue thereof, and that they are *bonâ fide* held by the Subscribers or their Assigns, and that such Subscribers and their Assigns are legally liable for the same, of which Proof having been given the Certificate of such Justice under that Section shall be sufficient Evidence. Power to borrow on Mortgage.

34. Provided always, That all Mortgages granted by the Company before the passing of this Act, and which shall be subsisting at the Time of the passing thereof, shall during the Continuance of such Mortgages have Priority over any Mortgages to be created by virtue of this Act. Existing Mortgages to have Priority.

35. All and every Part of the Monies which the Company are by this Act authorized to raise by new Shares or on Mortgage shall be applied only to the Purposes by this Act authorized. Application of Monies.

36. The

*The Great Northern Railway (Doncaster to Gainsborough)
Act, 1864.*

8 & 9 Vict.
c. 16. and
23 & 24 Vict.
c. 118. incor-
porated.

36. The Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845":

With respect to the Distribution of the Capital of the Company into Shares;

With respect to the Transfer or Transmission of Shares;

With respect to the Payment of Subscriptions and Means of enforcing the Payment of Calls;

With respect to the Forfeiture of Shares for Nonpayment of Calls;

With respect to the borrowing of Money by the Company on Mortgage or Bond;

With respect to the Conversion of the borrowed Money into Capital;

With respect to the Consolidation of Shares into Stock;

With respect to the Remedies of the Creditors of the Company against Shareholders; and

With respect to the Provision to be made for affording Access to the Special Act:

And also the Clauses and Provisions of "The Companies Clauses Act, 1863,"

With respect to Cancellation and Surrender of Shares, and

With respect to additional Capital,

shall be incorporated with this Act, and shall apply to all Shares created and to Mortgages granted and Money borrowed under the Powers of this Act.

Mutual
Facilities for
Transmis-
sion of
Traffic on
Railways of
Great
Northern
and Great
Eastern
Railway
Companies.

37. In order to facilitate the Transmission on the Undertaking of the *Great Northern Railway Company North of Peterborough* and of *Spalding* respectively, of Traffic coming from or destined for the *Great Eastern Railway*, the *Great Eastern Railway Company* (subject as herein-after provided) shall, for the Purposes of all Traffic whatever, whether Passengers, Cattle, Goods, Minerals, or other Things, from Time to Time and at all Times hereafter, have the Right to book and invoice through from any Station or Place on their Railway to any Station or Place on the Railways of the *Great Northern Railway Company North of Peterborough* and of *Spalding* respectively, including all Places in *Yorkshire* and Places North of *York* for which the Company can grant such Facilities, and including also the Undertaking of the *Manchester, Sheffield, and Lincolnshire Railway Company*, if that Company shall concur in the granting of such Facilities, and for that Purpose to appoint their own Booking Clerks and Carting Agents; and the Company shall, for and in respect of all such Traffic at all Times afford to and for the *Great Eastern Railway Company* all needful Accommodation, Facilities, and Conveniences.

*The Great Northern Railway (Doncaster to Gainsborough)
Act, 1864.*

Conveniences at and over the Railways aforesaid of the Company, or any Part thereof, and at the Stations, Works, and Conveniences thereon, by the Trains of the *Great Northern Railway Company*, and by Through Booking and Invoicing, Through Rates, and so far as reasonably may be Through Waggon and Carriages; and shall at all Times and in all respects conduct, forward, and carry on and accommodate all such Traffic on equal Terms with and as well as if it were their own proper Traffic; and the Division of Receipts from such Traffic, after Deduction of Terminals recognized for the Time being by the Railway Clearing House and Government Duty on Passenger Traffic, shall be in Mileage Proportion; and the Route for Goods and Mineral Traffic shall be *viâ March and Spalding* to and from all Places except those between *Peterborough* and *Retford* inclusive, the Route for which shall be by the Main Line of the Company: Provided always, that the *Great Eastern Company* shall not be entitled to exercise any of the aforesaid Rights, nor shall the Company be required to afford any such Facilities or Accommodation, or be otherwise bound by the Provisions of this Section, except on One Month's Notice in Writing from the *Great Eastern Railway Company* of their Intention to afford, and unless and until and so long only as the *Great Eastern Railway Company* shall afford the like Rights and Accommodation, Facilities, and Conveniences for the Traffic of the *Great Northern Railway Company* on, at, and over the *Great Eastern Railway*, and at all Stations, Works, and Conveniences connected therewith; and the Rates and other Sums to be charged by the Company to the *Great Eastern Railway Company*, and by the *Great Eastern Railway Company* to the Company respectively, shall be agreed upon between such Companies, and failing Agreement shall be settled from Time to Time by Arbitration in the Manner provided for the Settlement of Disputes by Arbitration by "The Railway Companies Arbitration Act, 1859," and the Decisions of such Arbitrator shall be binding and conclusive on all the Parties in Difference, and the Costs and Expenses of such Arbitration shall be defrayed as the Arbitrator shall direct; and if Complaint is made by either of the said Companies that the other of them fail properly to convey such Traffic, or fail to afford such Facilities and Accommodation, every Question or Dispute arising thereon shall in like Manner be referred to Arbitration.

38. In the event of an Arbitrator at any Time deciding that the *Great Northern* or the *Great Eastern* Companies are not duly conducting the Traffic, or affording such Facilities and Accommodation as aforesaid in accordance with the foregoing Provision, such Arbitrator shall have Power to award and order that the Company whose Traffic shall not be so duly conducted, or to whom such Facilities or Accommodation shall not have been afforded as aforesaid, shall have

Contingent
Running
Powers.

[Local.]

40 A

the

*The Great Northern Railway (Doncaster to Gainsborough)
Act, 1864.*

the Right to run with their Engines and Carriages, or the Carriages and Waggons of any other Company or Person, with Servants or Officers, over the Railway of the Company making default, and may have the Use for such Purposes of the Stations, Watering Places, Water, and other Works and Conveniences connected therewith; and the said Arbitrator may prescribe the Nature and Extent of such Use and the Charges to be made for the same, and his Decision from Time to Time shall be binding and conclusive on the Parties, and may be enforced by any Court of competent Jurisdiction.

Saving
Rights of the
Crown.

39. Nothing contained in this Act shall authorize the said Company to take, use, or in any Manner interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights of whatsoever Nature, belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty, first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give); neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Interest not
to be paid
on Calls
paid up.

40. It shall not be lawful for the Company, out of any Money by this Act or by any other Act relating to the Company authorized to be raised by Calls in respect of Shares or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

41. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised for the Purposes of such Act, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or to execute any other Work or Undertaking.

42. Nothing

*The Great Northern Railway (Doncaster to Gainsborough)
Act, 1864.*

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

Railway, &c.
not exempt
from
Provisions of
present and
future Gene-
ral Acts.

43. This Act may be cited as “The *Great Northern Railway (Doncaster to Gainsborough)* Act, 1864;” and all the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

Short Title.
Expenses of
Act.

LONDON :

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1864.