



## CHAPTER cx.

An Act to grant further powers to the Great Northern Railway Company, with relation to their own and other Undertakings ; and for other purposes. [29th June 1875.] A.D. 1875.

**W**HEREAS it is expedient that the Great Northern Railway Company (who are hereafter called "the Company") be enabled—

- (1.) To alter the eastern terminus of the "Barkston branch" authorised by "The Great Northern Railway (Additional Powers) Act, 1873"; 36 & 37 Vict. c. xc.
- (2.) To divert certain footpaths or public ways at Bradford and at Dewsbury; and
- (3.) To purchase additional lands for the increase of their stations, sidings, approaches, and conveniences :

And whereas the Ramsey Railway was authorised by "The Ramsey Railway Act, 1861," and is a branch railway in Huntingdonshire, issuing from the main line of the Great Northern Railway at Holme, and terminating at Ramsey; the said railway has since the opening thereof been and still is worked by the Great Northern Railway Company, with whose undertaking alone it is connected, but the whole of the shares or stock of the Ramsey Railway Company amounting to 30,000*l.*, and of their loan capital amounting to 10,000*l.*, is held either by or in trust for the Great Eastern Railway Company, and by the 77th section of "The Great Eastern Railway Act, 1874," such holding is authorised, with the condition that the said shares or stock shall not be transferred or disposed of, and it has been agreed between the Company and the Great Eastern Railway Company, with the formal consent of the Ramsey Railway Company, and it is expedient that a lease be granted to the Company of the Ramsey Railway for the term of twenty-one years : Ramsay Railway. 24 & 25 Vict. c. cxciv. 37 & 38 Vict. c. cxxviii.

And whereas the Shepreth branch of the Great Eastern Railway, which issues from the main line of the said railway at Shelford, in Shepreth branch.

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A.D. 1875. ———  
Cambridgeshire, and terminates by a junction with the Great Northern Railway at Shepreth in the same county, forms a part of the main line of communication by the Great Northern Railway to Cambridge, and it has been agreed between the Company and the Great Eastern Railway Company, and it is expedient that the Company shall work and maintain the said branch railway for the term and upon the conditions set forth in the first schedule to this Act :

Victoria  
Docks.

And whereas it is also expedient and it has been agreed on between the two companies that certain powers should be granted to the Company for the conveyance of traffic over the Great Eastern Railway to the Victoria Docks, and over the North Woolwich railway, and the said agreement is set forth in the second schedule to this Act :

North Staf-  
fordshire  
Railway.  
37 & 38 Vict.  
c. clviii.

And whereas by the 35th section of "The Great Northern Railway (Further Powers) Act, 1874," power is granted to the Company to use certain portions therein defined of the North Staffordshire Railway, and it is expedient that the terms and conditions of such use should be defined, and that the North Staffordshire Railway Company should have power to use certain portions of the Great Northern Railway :

London and  
North-  
western  
Railways. !  
37 & 38 Vict.  
c. clvii.

And whereas by the last-mentioned Act the Company and the London and North-western Railway Company have obtained reciprocal running powers over portions of each other's undertakings, and the two companies have entered into an agreement, a copy of which is set forth in the third schedule to this Act, with respect to the matters referred to in the said Act, and it is expedient that the said agreement should be confirmed :

Bradford and  
Thornton  
Railway.  
35 & 36 Vict.  
c. cxxviii.

And whereas by "The Great Northern Railway (Various Powers) Act, 1872," (section 5,) it is provided that the shares of certain persons called therein the "promoters of the Bradford and Thornton Railways, Company" shall upon the opening of the Bradford and Thornton railways be converted into Great Northern ordinary stock at the rate and upon the conditions in the said section mentioned, and the day contemplated in the said section for the opening of the said railways for public traffic is the 1st day of August 1874 ; but although great progress has been made in the construction of the said railways they are not yet opened for traffic, and it has been agreed between the Company and the said promoters, and it is expedient that the exchange of their shares for Great Northern stock shall be made as on and from the 1st day of January 1875 :

Redemption  
of preference  
stocks.  
22 Vict.  
c. xxxv.

And whereas by the 16th section of "The Great Northern Railway Act, 1859," the Company are authorised to raise capital for the purpose of redeeming the preference stocks mentioned in



the same section, which preference stocks had been raised by the authority of various Acts recited in the preamble of the said Act of 1859, the dividends on the said stocks not being contingent upon the profits of the particular year; and the Company are authorised to pay premiums in some cases of 10 per centum, in other cases of 5 per centum, for the purpose of such redemption; and a list of the said redeemable stocks is contained in the first part of the fourth schedule to this Act; but the preferential dividend which the Company are empowered to attach to the capital authorised to be raised by virtue of the said 16th section is limited to 4 per centum per annum; and it is expedient that further powers should be granted to the Company in this respect:

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And whereas by the 38th section of the said Act of 1872 power is given for the consolidation of various preference and redeemable stocks according to a scheme or schemes to be prepared by the directors not later than the 1st day of August 1874, and such a scheme has been prepared and has been approved in the manner prescribed by the said section with relation to the stocks the yearly dividends on which are contingent on the profits of the year, and the said stocks have accordingly been consolidated into a stock which is herein-after called consolidated preference stock; but the said scheme was not approved of with relation to the stocks the dividends on which are not contingent on the profits of the year; and a list of the said stocks exclusive of the redeemable stocks is contained in the second part of the fourth schedule to this Act, and the said stocks are herein-after called "non-contingent stocks;" and it is expedient that the further powers herein contained be granted to the Company with respect to the consolidation of stocks and the redeeming of stocks subject to redemption:

Consolidation of stocks.

And whereas it is expedient that the Company should be enabled to raise capital for the purposes of this Act, and also to raise additional capital for the improvement and enlargement of their railways, stations, and works, and the construction of new stations and sidings, and other the general purposes of their undertaking:

Additional capital.

And whereas plans and sections showing the lines and levels of the railway and works authorised by this Act, and the lands to be taken for the purposes thereof, and plans of the additional lands which the Company are authorised to take under the powers of this Act, and also books of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of all such lands, so far as those documents relate to lands in each county or division herein-after mentioned, were duly deposited with the clerks of the peace for the parts of Kesteven, in Lincolnshire, for the county of Middlesex, and for the west riding of Yorkshire, and

A.D. 1875. — the said documents are herein-after respectively referred to as the deposited plans, sections, and books of reference :

And whereas the purposes of this Act cannot be effected without the authority of Parliament :

May it therefore please Your Majesty that it may be enacted ; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

Short title. 1. This Act may be cited as "The Great Northern Railway Act, 1875."

Provisions of certain general Acts incorporated. 2. "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," "The Railways Clauses Consolidation Act, 1845," Part I. (so far as applicable) of "The Railways Clauses Act, 1863," relating to "construction of a railway," the clauses and provisions of "The Companies Clauses Consolidation Act, 1845," with respect to—  
The distribution of the capital of the Company into shares ;  
The transfer or transmission of shares ;  
The payment of subscriptions and means of enforcing the payment of calls ;  
The forfeiture of shares for nonpayment of calls ;  
The remedies of the creditors of the Company against shareholders ;  
The borrowing of money by the Company on mortgage or bond ;  
The conversion of the borrowed money into capital ;  
The giving of notices ;  
The consolidation of shares into stock ; and  
The provision to be made for affording access to the special Act by all parties interested ;

And also Parts I., II., and III. of "The Companies Clauses Act, 1863," relating respectively to the cancellation and surrender of shares, to additional capital, and to debenture stock, are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation of terms. 3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partly incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction ; the expression "the railway" means the railway by this Act authorised, and for the purposes of this Act the expression "superior courts," or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partly incorporated herewith, shall be read and have effect as if the debt or demand with respect to



which the expression is used were a simple contract debt, and not a debt or demand created by statute. A.D. 1875.

4. The expressions "parish clerks" and "clerks of the several parishes" in sections seven, eight, and nine of "The Railways Clauses Consolidation Act, 1845," shall include the vestry clerks of those parishes with reference to the Company, and as regards those parishes in which by the standing orders of either House of Parliament plans, sections, and other documents are required to be deposited with the clerk of the vestry of the parish. Interpretation of term "parish clerk."

5. Subject to the provisions of this Act, the Company may exercise the powers and may make and maintain, in the line and according to the levels shown on the deposited plans and sections, the railway and works herein-after described, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose. Power to execute works.

They may construct and maintain the railway herein-after described, with all proper stations, approaches, works, and conveniences connected therewith; namely,

A railway (2 miles and 2 chains in length), wholly in the parts of Kesteven and county of Lincoln, commencing in the parish of Gonerby by a junction with railway No. 2, authorised by "The Great Northern Railway (Additional Powers) Act, 1873," at a point shown on the plans deposited with the clerk of the peace for the said parts of Kesteven, in respect of the application to Parliament for the said Act as two miles or thereabouts from the authorised commencement of the said railway, passing thence through the parishes of Marston and Syston, and terminating in the parish of Barkston by a junction with the Boston, Sleaford, and Midland Counties line of the Great Northern Railway at a point about 37 chains measured along the said line from the junction thereof with the main line of the Great Northern Railway at Barkston. And the Company may abandon so much of the said authorised railway No. 2 as was intended to be constructed between the commencement of the proposed railway herein-before described and the authorised termination of the said railway No. 2 at its junction with the main line of the Great Northern Railway: Deviation of Barkston branch.

The Company may divert so much of a public bridle road and footpath called Toby Lane, in the township of Horton and parish of Bradford in the west riding of the county of York, as lies between the junction therewith of Livingstone Street and the north-east corner of the field numbered 299 in the Diversion of footpaths: Bradford.



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township of Horton on the plans deposited with the clerk of the peace for the said west riding in respect of the application to Parliament for "The Bradford and Thornton Railways Act, 1871," and shall substitute for the same another bridle road and footpath in an easterly direction, terminating in Toby Lane at or near the north-east corner of the said field numbered 299, and may stop up and extinguish all rights of way in and over so much of the present bridle road and footpath as is intended to be diverted as aforesaid, and appropriate the soil thereof :

They may divert so much of a public footpath in the same township of Horton communicating between Toby Lane and Beck Side Lane as lies between Toby Lane and certain hereditaments called Spring Gardens, and shall substitute for the same another footpath commencing at the north side of Spring Gardens and terminating in Toby Lane at or near the north-eastern corner of the said field numbered 299 on the said last-mentioned plans, and they may stop up and extinguish all rights of way in and over so much of the present footpath as is intended to be diverted as aforesaid, and may appropriate the soil thereof :

They may divert so much of a footpath in the township of Bowling, in the parish of Bradford, communicating between Conway Street and Bowling dyeworks in the same township, as lies between the southern end of Conway Street and Ripley Street, and shall substitute for the same another footpath between the same points and at a distance of about one hundred and ten yards eastward at its extreme point from the existing footpath, and may stop up and extinguish all rights of way in and over so much of the present footpath as is intended to be diverted as aforesaid, and may appropriate the soil thereof so far as it is not already vested in the Company; and for the purposes of the said diversion and for other the purposes of their undertaking they may purchase, compulsorily or by agreement, lands in the said township bounded by the Great Northern Railway, by Bolling Street, by Mill Lane, and by Conway Street :

Provided that in none of the foregoing cases shall the Company stop up the existing bridle road or footpath until another shall have been so substituted to the satisfaction of the authority having control of the said road, nor shall they appropriate the soil thereof unless they shall have become possessed of the land on each side of the same respectively :

Dewsbury.

They may stop up so much of a public footpath from Earlsheaton to Dewsbury as passes in a westerly direction from the north-



eastern corner of a field in the parish of Dewsbury, numbered 232 on the plans of the Dewsbury lines deposited with the clerk of the peace for the west riding of the county of York in respect of the application for "The Great Northern Railway Act, 1871," and terminates in Railway Street in the same parish, and may extinguish all rights of way in or over the same portion of footpath.

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6. Subject to the provisions of this Act, the Company, in addition to the lands which they are by this Act authorised to acquire for the purposes herein-before described, may enter upon and take for the purposes of their undertaking the lands herein-after described, which are delineated on the deposited plans and described in the deposited books of reference; (that is to say,)

Power to  
purchase  
additional  
lands.

Lands in the township of Armley, in the parish of Leeds in the west riding of the county of York, situated on the north side of the Great Northern Railway, and bounded on the south-west by the turnpike road leading from Stanningley to Leeds:

Lands in the township of Bramley, in the said parish of Leeds, situated between the north side of the Bramley station and the said turnpike road:

Lands at Laister Dyke, in the township and parish of Bradford, on the west side of the turnpike road leading from Bradford to Birkenshaw, and adjoining the Great Northern Railway:

Lands at Windhill in the township of Idle, in the parish of Calverley in the said west riding, abutting on the Shipley and Bramley turnpike road on the south, and adjoining the Windhill Church School on the east and lands of the Company on the west; and the Company may extinguish all rights of way in and over the said lands, and appropriate the soil of the occupation roads now existing on the said lands:

Lands in the township of Horton, in the said parish of Bradford, bounded by Horton Beck on the north, partly by Beck Side Lane and partly by Toby Lane on the west, partly by Livingstone Street and partly by Great Horton Road on the south, and partly by Cannon Mill and partly by property of George Turner on the east: Provided nevertheless, that nothing contained in this Act, or in the deposited plans or books of reference, shall enable the Company to enter upon, use, or take the lands numbered respectively on the said plans 160, 161, and 162, in the township of Horton in the parish of Bradford, unless the Company shall have previously obtained the consent in writing of George Turner or other the owner for the time being of such lands respectively:



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Lands in the parish of St. Mary Islington in the county of Middlesex, on the east side of York Road, near the north end of the Maiden Lane tunnel of the Great Northern Railway :

Lands in the township and parish of Halifax in the west riding of the county of York, bounded by the Halifax and Ovenden Junction Railway on the north, by North Bridge Street on the south-east, and by the diversion of Bridge Lane in Halifax on the west, and also lands in the said township bounded by the Halifax and Ovenden Junction Railway on the north, by Foundry Street on the south-east, and by Park Street on the south-west : Provided that the said lands may be purchased either by the Company jointly with the Lancashire and Yorkshire Railway Company, or by the Halifax and Ovenden joint committee in the names and on behalf of the two companies.

Local rates to be made good in the parish of St. Mary, Islington.

7. While the Company are possessed under the authority of this Act of any lands, houses, buildings, or other property assessed or liable to be assessed to any parochial or other general or special rate in the parish of St. Mary Islington, and until any works to be constructed under the authority of this Act in the said parish are so far completed as to be assessed, or liable to be assessed upon an amount equal to or greater than the aggregate amount of the gross rateable value of the same lands, houses, buildings, and property in the last rate made before the passing of this Act, the Company shall be liable to make good the deficiency in the assessment for such rates by reason of such lands, houses, buildings, or other property being taken or used by them for the purposes of this Act, and the deficiency shall be computed according to the rental at which such lands, houses, buildings, and property respectively are rated in the said rate.

For the protection of sewers of Metropolitan and other boards.

8. Where any of the intended works to be done under or by virtue of this Act shall or may pass over, under, or by the side of, or so as to interfere with any sewer, drain, watercourse, defence, or work, under the jurisdiction or control of the Metropolitan Board of Works, or of any vestry or district board constituted under "The Metropolis Local Management Act, 1855," "The Metropolis Management Amendment Act, 1862," or any Act or Acts amending the same or extending the powers thereof, or with any sewers or works to be made or executed by the said boards or vestry, or either of them, or shall or may in any way affect the sewerage or drainage of the district under their or either of their control, the Company shall not commence such work until they shall have given to the said Metropolitan Board, or to the district board or vestry, as the case may be, fourteen days previous notice in writing of their



intention to commence the same by leaving such notice at the principal office of such board or vestry, as the case may be, for the time being, with a plan and section showing the course and inclination thereof, and other necessary particulars relating thereto, and until such board or vestry respectively shall have signified their approval of the same, unless such board or vestry, as the case may be, do not signify their approval or disapproval or other directions within fourteen days after service of the said plans, sections, and particulars, as aforesaid, and the Company shall comply with and conform to all orders, directions, and regulations of the said Metropolitan Board, and of the respective boards or vestries in the execution of the said works, and shall provide by new, altered, or substituted works, in such manner as such boards or vestries respectively may deem necessary for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by or by reason of the said intended works or any part thereof, and shall save harmless the said Metropolitan Board, district board, and vestry respectively against all and every the expense to be occasioned thereby, and all such works shall be done by or under the direction, superintendence, and control of the engineer or other officer or officers of the said Metropolitan Board, district board, or vestry, as the case may be, at the cost, charges, and expenses in all respects of the Company; and all costs, charges, and expenses which the said Metropolitan Board or any district board or vestry may be put to by reason of the works of the Company, whether in the execution of works, the preparation or examination of plans or designs, superintendence or otherwise, shall be paid to such boards or vestry by the Company on demand. And when any new, altered, or substituted works as aforesaid, or any works or defence connected therewith, shall be completed by or at the costs, charges, or expenses of the Company, under the provisions of this Act, the same shall thereafter be as fully and completely under the direction, jurisdiction, and control of the said Metropolitan Board, district boards, and vestry respectively, as the case may be, as any sewers or works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the rights, powers, or authorities vested or to be vested in the said Metropolitan Board, district boards, and vestries, or any or either of them, or of their successors, but all such rights, powers, and authorities shall be as valid and effectual as if this Act had not been passed.

9. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Powers for compulsory purchases limited.



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Notice to be given of taking houses of labouring classes.

**10.** The Company shall, not less than eight weeks before they take in any parish fifteen houses or more, occupied either wholly or partly by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, handbills, or other general notice, placed in public view, upon or within a reasonable distance from such houses, and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that they have so made known their intention.

Company to procure accommodation for persons of the labouring class to be displaced.

**11.** Before taking in any parish fifteen houses or more, occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, the Company shall (unless the Company and such person or persons otherwise agree) procure sufficient accommodation elsewhere for such person or persons; provided always, that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice, and the Company may for the purpose of procuring such accommodation appropriate any lands for the time being belonging to them, or which they have power to acquire, and may purchase by agreement such further lands as may be necessary for such purpose, and may on such lands erect labouring-class dwellings, and may hold and demise the same, and may apply for the purposes of this section, or any of them, any moneys they may have already raised or are authorised to raise.

Power to take easements, &c. by agreement.

**12.** Persons empowered by "The Lands Clauses Consolidation Act, 1845," to sell and convey or release lands may, if they think fit, subject to the provisions of that Act and of "The Lands Clauses Consolidation Acts Amendment Act, 1860," and of this Act, grant to the Company any easement, right, or privilege 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.

Railway as to tolls, &c. to form part of original railway.

**13.** The Company may demand and take in respect of the railway the same tolls and charges as they are authorised to receive for and in respect of the Great Northern Railway, as if the said railway was part of that undertaking, and the said railway shall in all respects be deemed part of the Great Northern Railway.

Imposing penalty unless railway opened.

**14.** If the Company fail within the period limited by this Act to complete the railway, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway is completed and opened for



public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the works, and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, or by the solicitor of Her Majesty's Treasury, 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 and with the privity of Her Majesty's Paymaster-General on behalf of the Court of Chancery in England, in the bank specified in such warrant or order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening such railway by unforeseen accident or circumstances beyond their control; provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

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**15.** Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the "London Gazette" shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property for the purpose of such railway conferred upon the Company by this Act, and for which injury or loss no compensation, or inadequate compensation, shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have 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 either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer, in such manner as the Court of Chancery in England thinks fit to order, on the application of the solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom; or, in the discretion of

Application  
of penalty.



A.D. 1875. the court, if the Company is insolvent, and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Period for completion of railway.

**16.** The railway hereby authorised shall be completed within five years from the passing of this Act, and if the said railway shall not be completed within that period, then on the expiration thereof the powers by this Act granted to the Company for making and completing the railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Compensation for damage to land by entry, &c. for purposes of railway abandoned.

**17.** The abandonment by the Company of the portion of the railway (No. 2) authorised by the said "Great Northern Railway (Additional Powers) Act, 1873," which is by this Act authorised to be abandoned, shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out of the line of the said portion of railway, and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the Company for the purpose of such portion of railway to receive compensation for such temporary occupation, or for any loss, damage, or injury which may have been sustained by such owner or occupier by reason thereof, or of the exercise as regards such land of any of the powers contained in "The Railways Clauses Consolidation Act, 1845," or "The Great Northern Railway (Additional Powers) Act, 1873."

Compensation to be made in respect of portion of railway abandoned.

**18.** Where before the passing of this Act any contract may have been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portion of the said railway (No. 2) so authorised to be abandoned, the Company shall be released from all liability to purchase or to complete the purchase of any such lands, but notwithstanding full compensation shall be made by the Company to the owners and occupiers, or other persons interested in such lands, for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice, and the amount and application of the compensation shall be determined in manner provided by "The Lands Clauses Consolidation Act, 1845," as amended by any subsequent Act for determining the amount and application of compensation paid for lands taken under the provisions thereof.



**19.** The Great Eastern Railway Company and (so far as their concurrence is necessary) the Ramsay Railway Company, shall grant, and the Company shall accept, a lease of the whole undertaking of the Ramsay Railway Company for the term of twenty-one years from the 1st day of July 1875, and the provisions contained in the 112th and 113th sections of "The Railways Clauses Consolidation Act, 1845," (with respect to "leasing the railway,") shall apply to the said lease.

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Lease of  
Ramsay  
Railway.

**20.** The agreement made the 15th day of December 1874 between the Great Eastern Railway Company of the one part and the Company of the other part, with respect to the Shepreth Branch of the Great Eastern Railway, is hereby confirmed and made binding on both companies; and a copy of the said agreement is contained in the first schedule to this Act.

Agreement  
with respect  
to Shepreth  
branch con-  
firmed.

**21.** The agreement made the 15th day of December 1874 between the Great Eastern Railway Company of the one part and the Company of the other part, for securing, among other things, to the Company running powers over the Great Eastern Railway to the Victoria Docks, is hereby confirmed and made binding on both companies; and a copy of the said agreement is contained in the second schedule to this Act.

Confirming  
agreement  
for access  
to the  
Victoria  
Docks, &c.

**22.** Notwithstanding anything contained in the 36th section of "The Great Northern Railway (Further Powers) Act, 1874," the Company may fix their own rates for the conveyance of traffic over the portions of the North Staffordshire Railway which by the 35th section of the same Act the Company are entitled to use; provided that the said rates do not exceed those which the North Staffordshire Railway Company are authorised to demand and take for the use of the said portions of railway, and the Company shall pay to the North Staffordshire Railway Company for the use of the said portions of railway a sum equal to double the mileage proportion of the said rates for the distance over which the said traffic shall be conveyed on the North Staffordshire Railway.

Providing  
for payment  
for use of  
North Staf-  
fordshire  
Railway.

**23.** The North Staffordshire Railway Company may run over and use with their engines and carriages of every description, and with their clerks, officers, and servants,—

Power to  
North Staf-  
fordshire  
Railway  
Company  
to use part  
of Great  
Northern  
Railway.

So much of the Great Northern Railway as lies between the authorised junction thereof with the North Staffordshire Railway at or near Eggington in the county of Derby on the one hand, and Pinxton in the same county and the town of Nottingham on the other hand, and also the Great Northern Company's intended passenger station at Burton.

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As to payments in respect of running powers.

**24.** The North Staffordshire Railway Company shall pay to the Company, in respect of the running powers exercised by them under the authority of the last preceding enactment, the mileage proportion attributable to the portion of railway run over of their gross receipts from the traffic in respect of which the running powers are exercised, after deducting from such gross receipts first the usual clearing-house terminals arising thereon, and also paid-ons, paid-outs, and proportions paid or due to other companies, and Government duty; and secondly, from the net sum thereby ascertained a sum to be agreed on between the two companies, or to be settled by arbitration, for working expenses; and the said payments shall be made monthly, in accordance with the regulations of the clearing-house from time to time in force.

For protecting local traffic.

**25.** In exercising the powers herein-before granted it shall not be lawful for the North Staffordshire Railway Company, unless with the consent in writing of the Company, to take up at any station of the Company upon the portions of railway herein-before specified any passengers, parcels, animals, goods, or minerals, and to deliver the same at another station of the Company; and if the North Staffordshire Railway Company violate this enactment, they shall for every such violation pay to the Company fifty pounds by way of penalty.

As to services on portions of railway run over and stations used.

**26.** The Company and the North Staffordshire Railway Company shall perform upon the portions of railway belonging to them respectively, and at the stations thereon, all such services and duties as may be necessary or reasonable for the convenient conduct of the traffic of the other company upon payment of such charges for the same, and for the use of such stations, as may be agreed upon between the two companies, and if any difference shall arise between the companies as to the amount of such payments, or as to the nature, extent, or sufficiency of the services and duties so to be performed, and the use made of such stations, such difference shall from time to time be settled by arbitration as herein-after provided, and the arbitrator to whom the matter may be referred may determine the amount of such payments, and prescribe what duties and services shall be so performed, and the award made from time to time by the arbitrator shall be binding upon the companies and shall be obeyed by them respectively.

Byelaws to be observed.

**27.** The North Staffordshire Railway Company, in using or traversing the said portions of the Great Northern Railway, and in using the stations and conveniences thereof, in accordance with the provisions herein-before mentioned, shall at all times observe



the regulations and byelaws for the time being in force on the undertaking so used, so far as such byelaws shall be applicable to the North Staffordshire Railway Company.

A.D. 1875.

**28.** Any difference which may from time to time arise between the two companies with respect to the use of their respective undertakings, or with respect to the regulations under which that use shall be enjoyed, shall be settled by arbitration in the manner provided by "The Railways Clauses Consolidation Act, 1845," with respect to the settlement of disputes by arbitration.

Providing for arbitration.

**29.** The Company and the North Staffordshire Railway Company shall afford to each other, over the whole of the railways of the two companies to which the running powers of either company does not extend, all such facilities and accommodation as are usual or useful for the convenient working or development of railway traffic of every description, including among other things through booking, through tickets, and invoices, and so far as may reasonably be required, through carriages and waggons, and conveniently timed and arranged trains, and shall at all times and in all respects conduct, forward, carry on, and accommodate each other's traffic on equal terms with and as if it were their own traffic; and the rates and other sums to be charged for or in respect of the facilities so rendered shall, failing agreement between the two companies, be settled by arbitration as herein-before last provided.

Providing for traffic facilities in lieu of running powers.

**30.** The agreement, bearing date the 12th day of October 1874, between the London and North-western Railway Company on the one hand and the Great Northern Railway Company on the other hand, is hereby confirmed, and shall be as effectual and binding upon the two companies as if the provisions thereof were expressly enacted in this Act; and a copy of the said agreement is contained in the third schedule to this Act.

Confirming agreement with London and North-western Railway Company.

**31.** Paragraph 2 of the 5th section of "The Great Northern Railway (Various Powers) Act, 1872," shall be read as though, instead of the opening of the Bradford and Thornton Railways, or any of them, or any part thereof for public traffic, being the date prescribed for the conversion of the shares in the Bradford and Thornton Railways Company into Great Northern ordinary stock, the 1st day of January 1875 were the date prescribed for the said conversion; and the Company shall accordingly as soon as conveniently may be after the passing of this Act, issue to the proprietors of such shares certificates for Great Northern ordinary stock, as provided for in the said section, and such stock shall be registered in the books of the Company, and the proprietors thereof shall become and be to all intents and purposes proprietors in the

Providing for exchange of Bradford and Thornton shares. 35 & 36 Vict. c. cxxviii.



A.D. 1875. Great Northern Railway Company, and shall have all the rights, powers, and privileges incident to such proprietors, and be entitled to dividend from the 1st day of January 1875.

Providing means for redeeming preference stocks.

**32.** Sections 16, 17, and 18 of "The Great Northern Railway Act, 1859," are hereby repealed, excepting as to anything which may have already been done under the powers of the said sections, and in the stead thereof be it enacted as follows:

(1.) The Company may from time to time, at any general meeting thereof convened with due notice that the matter will be discussed, with the consent of three fifths of the votes of the proprietors present in person or by proxy at such meeting, resolve that the whole of the capital sums mentioned in the first part of the fourth schedule to this Act, or that such of the said capital sums, or such part thereof as the resolution shall determine, shall be redeemed, and that the preference stock representing the same sums shall be repurchased, and that new stock shall be created for the purpose of such redemption, either ordinary or bearing a fixed and preferential dividend not exceeding four and a half per centum per annum:

(2.) The directors may thereupon raise by the creation of new stock the amount of capital required for such redemption, including the premiums of ten per centum or five per centum, as the case may be:

Stock to be redeemed accordingly.

(3.) So soon as the sums so from time to time authorised to be raised are received by the Company, the directors shall therewith repurchase the stock so intended to be redeemed by payment to the several proprietors thereof at the rate of one hundred pounds for every one hundred pounds of such stock, with an addition thereto of the premium of ten pounds or five pounds for every hundred pounds thereof, as the case may be, and thereupon the stock so redeemed shall be cancelled and extinguished and cease to form part of the capital of the Company:

(4.) No portion of the said stocks shall be redeemed unless the holders thereof shall have had not less than six months notice in writing (directed to their place of abode inscribed in the register of shareholders of the Company) of the intention to redeem the stock held by them, and of the time at which the same will be redeemed; provided also, that after the expiration of the time stated in the said notice the preferential dividend secured upon the same stocks respectively shall cease to be payable except as regards any stock in respect of which upon demand of



payment made pursuant to the said notice the Company shall fail to pay the amount payable for the redemption thereof as aforesaid :

A.D. 1875.

- (5.) If any proprietor of stock so to be redeemed is willing to exchange the same for an equivalent or like amount of stock created under the powers of this Act, with the addition thereto of ten pounds per centum or five pounds per centum, as the case may be, or any lesser premium which may be agreed on between the directors and him, the directors may issue to such proprietor the amount agreed on of stock so to be created in exchange for the stock so to be redeemed, and the stock so redeemed shall thereupon be cancelled and extinguished and cease to form part of the capital of the Company :
- (6.) The new stock, if a preferential dividend is attached thereto, may be incorporated with the existing consolidated preference stock of the Company :
- (7.) Any portion of the said capital stocks which the Company shall resolve not to redeem may be consolidated with the non-contingent preferential stocks under the powers next herein-after contained.

**33.** The directors of the Company may from time to time prepare a scheme or schemes for the consolidation of the non-contingent preferential stocks of the Company, and in case of the rejection or partial rejection of any such scheme, otherwise than by the disapproval of the proprietors of the Company, they may prepare other or modified schemes in lieu thereof, and the following provisions shall apply to any such scheme :

Providing for consolidation of non-contingent stocks.

- (1.) The directors shall send a copy of the said scheme to all the proprietors of the stocks to which the scheme relates, and the said scheme shall be accompanied with a notice that the same will be submitted to the consideration of a meeting of the proprietors of the said stocks :
- (2.) Not sooner than one month nor later than two months after the circulation of such scheme the directors shall convene a meeting of all such proprietors, and submit the said scheme for their consideration ; and at such meeting if the proprietors present, in person or by proxy, holding one fourth in value of the stock represented at such meeting, shall object to the said scheme, the same shall not be carried into effect ; and if not so objected to, the scheme shall be declared to be approved :

Circulation of scheme.

Meetings of proprietors.

- (3.) The scheme so approved shall be submitted by the directors to an extraordinary general meeting of the

Concurrence of Company.



A.D. 1875.

Company, specially convened with notice of the matter, and if the scheme is approved by a majority of the votes of the proprietors present thereat, in person or by proxy, it shall be carried into effect by the directors, but if it is disapproved of by such majority it shall not be proceeded with :

- (4.) The directors may create new stock and attach to the same preferential dividends not exceeding in aggregate amount the dividends secured upon the stock consolidated :
- (5.) They may call in and cancel the certificates for the stock so consolidated, and issue fresh certificates for the new or substituted stock :
- (6.) They may receive or pay, as the case may be, sums of money on account of any excess or deficiency in any aggregate amount of ten pounds or multiple of ten pounds.

Defining rights of non-contingent preference stock.

**34.** The stock to be created by virtue of the last preceding enactment for the consolidation of the non-contingent stocks shall entitle the holders thereof to be paid out of the profits of any succeeding year arrears of dividend which may have accrued by the deficiency of divisible profits of the Company in any previous year ; and the dividends upon the said stock and the arrears of the said dividends shall rank before the dividends upon the consolidated preference stock of the Company.

Consolidated preference stock subject to trusts.

**35.** Any preference stock created under the foregoing powers of this Act shall be held upon the same trusts (if any) and shall entitle the holders thereof to the same rights and privileges with respect to voting and otherwise as the stock for which it is substituted.

Company may apply their funds towards purposes of Act and may raise additional capital.

**36.** It shall be lawful for the Company to apply towards the construction of the railway and works hereby authorised any of the moneys which they are already authorised to raise, and which may not be required by them for the purposes for which the same were authorised to be raised ; and the Company may, for the same purposes and for the general purposes of their undertaking, from time to time raise, in addition to the sums of money which they are already authorised to raise, any further capital not exceeding in the whole three hundred thousand pounds, by the creation and issue at their option of new ordinary shares or stock, or new preference shares or stock, or wholly or partly by any one or more of those modes respectively, which shares or stock shall form part of the general capital of the Company.

Shares not to vest until one fifth paid up.

**37.** The Company shall not issue any share created under the authority of this Act, nor shall any such 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 in respect thereof.

A.D. 1875.

**38.** The proprietors of any shares or stock 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 thereby would have entitled them to if the same had been original shares or stock of the Company.

As to votes of proprietors of such shares.

**39.** The Company may, in respect of the additional capital of three hundred thousand pounds which they are by this Act authorised to raise, from time to time borrow on mortgage any sum not exceeding in the whole one hundred thousand pounds, but no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted, and one half of such capital is paid up, and the Company have proved to the justice who is to certify under the 40th section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that shares for the whole of such capital have been issued and accepted, and that one half of such capital has been paid up, and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and until stock for one half of so much of the said additional capital as is to be raised by means of stock is fully paid up, and the Company have proved to such justice as aforesaid, before he so certifies, that such shares or stock, as the case may be, were issued and accepted bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assigns, and also, if the said capital is raised by shares, that such persons or corporations, or their executors, administrators, successors, or assigns, are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which certificate shall be sufficient evidence thereof.

Power to borrow on mortgage.

**40.** All mortgages granted by the Company in pursuance of any Act of Parliament, and which shall be subsisting at the time of the passing of this Act, shall, during the continuance of such mortgages, and subject to the provisions of the Acts under which such mortgages were respectively granted, have priority over any mortgages to be granted by virtue of this Act; and nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Existing mortgages to have priority.



A.D. 1875.

Debenture  
stock.

41. The Company may create and issue debenture stock, subject to the provisions of Part III. of "The Companies Clauses Act, 1863;" but notwithstanding anything therein contained, the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time after the passing of this Act granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Application  
of sums  
raised under  
this Act.

42. All and every part of the sums of money which the Company are by this Act authorised to raise by new shares or stock, or by borrowing, shall be applied only to the purposes authorised by this Act.

Interest not  
to be paid  
on calls  
paid up.

43. The Company shall not, out of any money by this Act authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him: Provided always, that this Act shall not prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

Deposits for  
future bills  
not to be  
paid out of  
capital.

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

Railway not  
exempt from  
provisions of  
present and  
future  
general  
Acts.

45. Nothing in this Act contained shall exempt the Company or the railway 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 or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels.

Expenses of  
Act.

46. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.



SCHEDULE I.

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AGREEMENT AS TO SHEPRETH BRANCH OF GREAT EASTERN RAILWAY. A.D. 1875.

AN AGREEMENT made the 15th day of December 1874 between the Great Eastern Railway Company (herein-after called "the Great Eastern Company") of the one part and the Great Northern Railway Company (herein-after called "the Great Northern Company") of the other part.

WHEREAS in the session of Parliament held in this present year (1874) the Great Eastern Company were the promoters of a Bill which affected the rights and interests of the Great Northern Company: And whereas the Great Northern Company accordingly presented a petition to the House of Commons whereby they objected to some of the provisions contained in the said bill: And whereas soon after the said petition was so presented to the House of Commons as aforesaid certain suggestions for a memorandum of arrangement between the Companies parties hereto were signed by Mr. Swarbrick on behalf of the Great Eastern Company and Mr. Oakley on behalf of the Great Northern Company, whereby, in consideration of the terms therein stated, the opposition of the Great Northern Company to the said Bill was to be withdrawn: And whereas one of such terms was that the Great Northern Company were to undertake the maintenance of the Great Eastern line of railway from its junction with the Great Northern Railway at Shepreth to its junction with the Great Eastern line at Shelford, in manner and for the term of years herein-after expressed and mentioned: And whereas it was another term of the said agreement that the said petition of the Great Northern Company should be withdrawn, and that application should be made to Parliament in the next session for such additional powers as might be necessary to carry out the said agreement: And whereas in pursuance of the said agreement the said petition was withdrawn and the said Bill became an Act under the title of "The Great Eastern Railway Act, 1874:" Now these presents witness that, in pursuance of the said suggestions for an arrangement they, the Great Eastern Company, so far as the stipulations herein-after contained are to be performed by them, do hereby for themselves and their successors covenant with the Great Northern Company and their successors, and they the Great Northern Company, so far as the stipulations herein-after contained are to be performed by them, do hereby for themselves and their successors covenant with the Great Eastern Company and their successors as follows:

1. The Great Northern Company shall undertake the maintenance for twenty-one years of the Great Eastern line of railway from its junction with the Great Northern Railway at Shepreth, to its junction with the Great Eastern Railway at Shelford, such maintenance to include maintenance of way, ballasting, switches, crossings, sidings, bridges, and works of the line, gates, fences, quicks and ditches, signals, and signal huts, but not to include the station and other buildings, or the junction



A.D. 1875.

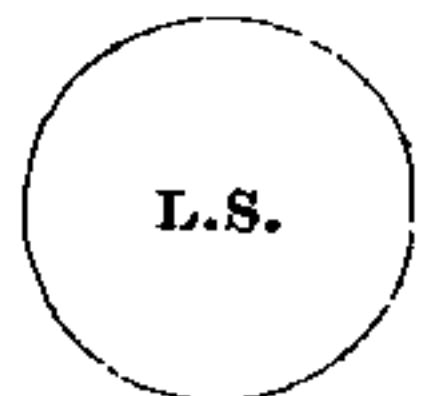
- points with the main Great Eastern line at Shelford, or the junction signals at such junction.
2. The said line of railway and the works thereof shall be maintained by the Great Northern Company in thorough and efficient repair, fit for the passing of express and all other trains, for a term of twenty-one years from the first day of July 1874.
  3. The Great Eastern Company shall allow the Great Northern Company, out of [the tolls payable by the latter company in respect of their use of the Great Eastern line of railway from Shepreth to Shelford, the sum of 320*l.* per mile per annum for the cost of such maintenance.
  4. That clauses shall be inserted in a Bill to be promoted in the ensuing session of Parliament by either of the parties hereto, authorising them to carry out the terms of these presents so far as the Companies parties hereto are unable to carry out the same without the sanction of a special Act of Parliament, and at the joint and equal cost of both Companies.
  5. If any dispute or difference shall arise between the Companies parties hereto touching the stipulations herein-before contained, then such dispute or difference shall be referred to arbitration in manner provided by "The Railway Companies Arbitration Act, 1859."
  6. It is hereby declared that this agreement is made, subject to such alterations as Parliament may think fit to make therein.

In witness whereof the said Great Eastern Company and Great Northern Company have hereunto caused their common seals to be affixed the day and year first before written.

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

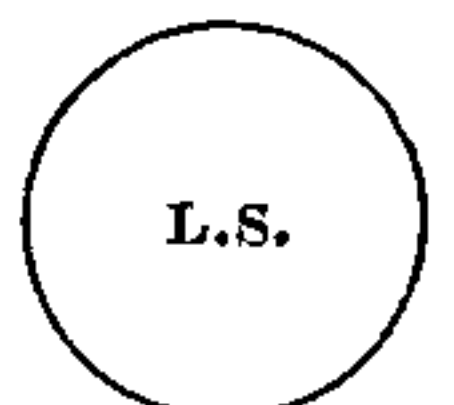
J. B. SKEGGS,

Clerk to W. H. Shaw, Solicitor,  
Bishopsgate Street Station.



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

COLVILLE, }  
REG. CAPEL, } Directors.



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## SCHEDULE II.

### AGREEMENT FOR ACCESS TO VICTORIA DOCKS, &c.

AN AGREEMENT made the 15th day of December 1874 between the Great Eastern Railway Company (herein-after called "the Great Eastern Company") of the one part and the Great Northern Railway Company (herein-after called "the Great Northern Company") of the other part.

WHEREAS in the session of Parliament held in this present year (1874) the Great Eastern Company were the promoters of a Bill which affected the



rights and interests of the Great Northern Company: And whereas the Great Northern Company accordingly presented a petition to the House of Commons, whereby they objected to some of the provisions contained in the said Bill: And whereas soon after the said petition was so presented to the House of Commons as aforesaid certain suggestions for a memorandum of arrangement between the Companies parties hereto were signed by Mr. Swarbrick on behalf of the Great Eastern Company and Mr. Oakley on behalf of the Great Northern Company, whereby, in consideration of the terms therein stated, the opposition of the Great Northern Company to the said Bill was to be withdrawn: And whereas one of such terms was that the Great Eastern Company were to give the Great Northern Company perpetual running powers from the Victoria Park junction to the terminus of their North Woolwich line, subject to the same terms, conditions, restrictions, and payments as are contained in the agreement between the Great Eastern Company and the London and North-western Railway Company dated the 10th day of April 1872, the tolls to be paid by the Great Northern Company for the use of the Great Eastern Company's railway between the said station to be those herein-after used, and in the first schedule hereto stated: And whereas it was another term of the said agreement that the said petition of the Great Northern Company should be withdrawn, and that application should be made to Parliament in the next session for such additional powers as might be necessary to carry out the said agreement: And whereas in pursuance of the said agreement the said petition was withdrawn, and the said Bill became an Act under the title of "The Great Eastern Railway Act, 1874:" Now these presents witness that, in pursuance of the said suggestions for an arrangement, they the said Great Eastern Company, so far as the stipulations herein-after contained are to be performed by them, do hereby for themselves and their successors covenant with the Great Northern Company and their successors, and they the Great Northern Company, so far as the stipulations herein-after contained are to be performed by them, do hereby for themselves and their successors covenant with the Great Eastern Company and their successors, as follows:

1. The Great Northern Railway Company shall not, in the next or any future session of Parliament, promote or assist in promoting any Bill for powers for constructing any branch or other line of railway giving access to places served by the running powers hereby conceded or having the same object.
2. The Great Eastern Company hereby grant to the Great Northern Company perpetual running powers with engines, trucks, and waggons of every description for goods, live stock, and mineral traffic over that part of the railway of the Great Eastern Company which extends from Victoria Park junction to the terminus of the North Woolwich line, together with the use of the present and any future sidings, coal wharves, and conveniences belonging to the railway so run over, subject to the payments of the tolls and upon other the terms mentioned in the first schedule to this agreement, the Great Northern Company undertaking in the exercise of such running powers to observe the byelaws and regulations for the time being of the Great Eastern Company: Provided always, that the use of the Stratford station sidings and junction lines leading thereto, the Thames Wharf junction lines and sidings thereat, and of the Pepper



A.D. 1875.

Warehouse branch sidings and station, and also of the tramway leading from Silvertown junction to Victoria Dock junction, and of the branch from the North Woolwich line to the gasworks at Beckton, shall not be included in the powers given by this agreement.

3. So long as such running powers are not exercised by the Great Northern Company, the Great Eastern Company shall give to the Great Northern Company through booking facilities in through waggons for goods, live stock, and mineral traffic over the said portion of the Great Eastern system of railways, as far as may be necessary for the full and proper development of such traffic in connexion with the Great Northern Company's system of railways, on terms to be agreed on between the Great Eastern Company on the one part and the Great Northern Company on the other part, and failing such agreement, then as shall be determined by arbitration in manner provided by "The Railway Companies Arbitration Act, 1859," but the Great Eastern Company are not to be bound to provide waggons for the through traffic of the Great Northern Company.
4. The Great Eastern Company shall also at all times hereafter give to the Great Northern Company facilities for the reception, transmission, and carriage by the Great Eastern Company of goods, live stock, and mineral traffic coming from or intended for the Great Northern system over the branch to the gasworks at Beckton, and over the tramway from Silvertown junction to the Victoria Dock junction, equal to those from time to time afforded by the Great Eastern Company to any other company or to their own traffic, the charges for the use of such branch railway and tramway, and for haulage over the same, not to be higher than those for the time being made to any other company, and if traffic of no other company than Great Eastern and Great Northern pass over such branch railway or tramway respectively, then the charges to the Great Northern Company in respect of their traffic over the branch railway or tramway, as the case may be, shall be settled by agreement, or failing agreement by arbitration, in manner provided by "The Railway Companies Arbitration Act, 1859."
5. The tolls to be paid by the Great Northern Company to the Great Eastern Company for the use of the line of that Company, or any part thereof, lying between Victoria Park junction and Victoria Dock station, together with the present and any future sidings, coal wharves, and conveniences belonging thereto shall be those mentioned in the first schedule to this agreement.
6. All running powers to be exercised under this agreement shall include the use of the owning company's goods stations and depôts, upon the terms mentioned in the second schedule hereto, and also the right by the running company of appointing its own servants and staff at such stations and depôts respectively.
7. All running powers to be exercised under this agreement shall also include all usual locomotive facilities, and also the use of water accommodation on terms to be agreed on, or, failing agreement, to be settled by arbitration in manner provided by "The Railway Companies Arbitration Act, 1859."



8. Any dispute or difference which may arise out of this agreement between the Companies parties hereto shall be settled by arbitration in manner provided by the same Act.
9. This agreement shall be scheduled to and confirmed by a Bill intended to be introduced into Parliament in its next session by the Great Northern Company, at the joint and equal cost of both companies, or, failing such confirmation, by some Bill in a future session of Parliament, to be promoted by either of the Companies parties hereto.
10. It is hereby declared that this agreement is made, subject to such alterations as Parliament may think fit to make therein.

In witness whereof, the said Great Eastern Company and Great Northern Company have hereunto caused their common seals to be affixed the day and year first before written.

THE FIRST SCHEDULE TO THIS AGREEMENT.

TOLLS for use of Line between Victoria Park Junction and Victoria Dock and North Woolwich respectively, including all Sidings, Conveniences, and Works to which the Lines give access.

	Goods.		Special		Mineral.	Oxen per head.	Calves. per head.	Sheep per head.	Pigs per head.
	s.	d.	s.	d.	d.	d.	d.	d.	d.
Victoria Park junction to Victoria Dock entrance and intermediate works and sidings.	1	0	0	9	6	5	2½	1	1
Victoria Park junction to Beckton junction, Silvertown, and intermediate works and sidings to North Woolwich.	1	3	1	0	8	7	4	1¼	1¼
Difference in charge	0	3	0	3	2	2	1½	0¼	0¼

Provided that if the Great Eastern Company charge to any other company running beyond Victoria Dock to North Woolwich or intermediate places any lesser difference in charge than that shown in the above schedule, then such lesser difference shall apply also to the traffic of the Great Northern Company with the same places.

*Memorandum.*—The word “goods” in the first column above shall be construed to mean and shall include goods described in the 1st, 2nd, 3rd, 4th, and 5th classes of the railway clearing-house classification, and in like manner the word “special” in the second column above shall include all goods described in the “special class” of the same classification, and the word “mineral” in the third column above shall include all articles mentioned in the mineral class of the same classification, and also coals, and that all the tolls set forth in the first three columns are per ton.



A.D. 1875.

THE SECOND SCHEDULE TO THIS AGREEMENT.

The terminal allowances to be made for the use of stations, sidings, and depôts, and for services rendered thereat, shall be the clearing-house terminals for the time being on cattle, goods, and mineral class traffic, except coal, coke, and lime, on which the terminal shall be 4*d.* per ton.

As to cattle, goods, and mineral traffic, including coal, coke, and lime, when the running company finds its own clerks and station staff for loading and unloading, the station to station portion of the terminal shall be divided in equal proportions between the running and owning companies.

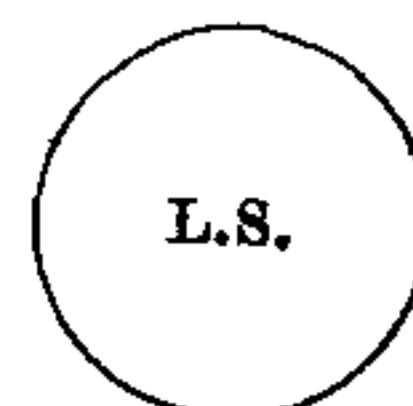
That when the running company finds its own clerks only, the running company shall take out of the station to station terminal threepence per ton on goods and special class traffic; one penny per ton on mineral class traffic, including coal, coke, and lime; threepence per waggon of cattle; the residue of the station terminal being allowed to the owning company.

That the cartage portion of the terminal belongs to the company performing the work.

These allowances will not apply to such cases as Henley's and other private sidings on either line where there is not station provided or station services rendered, nor will they apply to the line and sidings to or from Thames Wharf or the Pepper Warehouse branch, the user of which is not included in this agreement.

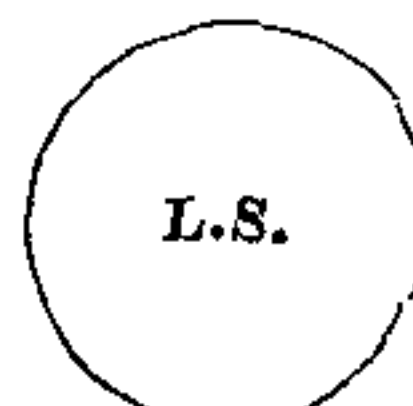
The common seal of the Great Eastern Railway Company  
was affixed in the presence of

J. B. SKEGGS,  
Clerk to W. H. Shaw, solicitor,  
Bishopsgate Street Station.



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

COLVILLE, }  
REG. CAPEL, } Directors.



SCHEDULE III.

AN AGREEMENT made the 12th day of October 1874 between the London and North-western Railway Company (herein-after called "the North-western Company") on the one hand, and the Great Northern Railway Company (herein-after called "the Great Northern Company") on the other hand.

WHEREAS by "The Great Northern Railway (Derbyshire and Staffordshire) Act, 1872," the Great Northern Company are authorised to make the following railways; viz.,

(No. 1.) Commencing by a junction with their Grantham and Nottingham branch railway in the parish of Colwick, and terminating in the township of Kimberley in the parish of Greasley.



A.D. 1875.

- (No. 2.) Wholly in the parish of Gedling in the county of Nottingham, commencing by a junction with the said Grantham and Nottingham branch Railway, and terminating by a junction with Railway No. 1.
- (No. 3.) Commencing by a junction with Railway No. 1 at its termination, and terminating in the parish of Selston by a junction with the Midland Railway near its bridge over the River Erewash.
- (No. 5.) Commencing in the parish of Selston in the county of Nottingham by a junction with Railway No. 3, and terminating in the parish of Alfreton in Derbyshire by a junction with the Midland Railway near its bridge over the Cromford Canal.
- (No. 6.) Commencing in the said parish of Selston by a junction with Railway No. 3, and terminating in the parish of Pinxton in Derbyshire, at or near the Pinxton Colliery.
- (No. 7.) Commencing by a junction with Railway No. 1 at its termination, and terminating in the parish of Marston-on-Dove in Derbyshire by a junction with the North Staffordshire Railway near the level crossing of the Hilton and Eggington public road over that railway.
- (No. 8.) Commencing in the said parish of Marston-on-Dove by a junction with Railway No. 7, and terminating in the parish of Eggington by a junction with the North Staffordshire Railway near the level crossing of the public road leading from Etwall to Eggington.
- (No. 9.) Commencing in the said parish of Marston-on-Dove by a junction with the North Staffordshire Railway near its bridge over Hilton Brook, and terminating by a junction with the Burton branch of the North Staffordshire Railway in the parish of Rolleston in Staffordshire, near its bridge over the River Fleam.

And whereas the North-western Company have access to Burton-on-Trent, and by their running powers over the North Staffordshire Railways, and by means of the railways so authorised by the Act of 1872 and a part of the Nottingham and Grantham branch of the Great Northern Railway, a communication will be established between the system of the North-western Company in the direction of Burton-on-Trent and Nottingham, and also with the mineral districts of Derbyshire: And whereas by "The Great Northern Railway (Additional Powers) Act, 1873," the Great Northern Company are authorised to make the Peterborough branch therein described as a railway (No. 1), being wholly in Huntingdonshire, commencing by a junction with the Great Northern Railway in the parish of Fletton, and terminating in the parish of Orton, otherwise Overton Longville, at or near Botolph Bridge Stairs by a junction with the Northampton and Peterborough branch of the London and North-western Railway: And whereas the railway so described, with a certain other railway authorised by "The London and North-western Railway (New Lines) Act, 1873," and therein described as 4, the Seaton and Wansford Railway, and commencing in the parish of Seaton in Rutlandshire by a junction with the North-western Company's Rugby and Stamford branch, and terminating in the parish of Sibson-cum-Stibbington in Huntingdonshire by a junction with their said Northampton and Peterborough branch, will when the same are completed establish in connexion with portions of the Great Northern Railway and the said Northampton and Peterborough and Rugby and Stamford branch railways a direct communication between Peterborough and Market Harborough, and

North-western communication between Burton and Nottingham.

"Great Northern (Additional Powers) Act, 1873."

Peterborough branch.

London and North-western Act, 1873.

Seaton and Wansford Railway.



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—  
 Communica-  
 tion between  
 Peterborough  
 and Market  
 Harborough.  
 Reciprocal  
 running  
 powers.

from Market Harborough to Northampton: And whereas it would be to the advantage of the public and the two Companies parties hereto if on the one hand the North-western Company were to have access to Nottingham and to Askerne junction and the mineral districts of Derbyshire, and to the Great Northern main-line passenger station at Peterborough by means of running powers over the railways of the Great Northern Company, and on the other hand if the Great Northern Company were to have access to Market Harborough by means of running powers over the said railway of the London and North-western Company, and also from Market Harborough to Northampton: And whereas it has been agreed between the two companies that reciprocal grants of running powers shall be accordingly made with the view to that end, it is now therefore agreed between the two companies as follows:—

London and  
 North-western  
 running powers  
 over parts of  
 Great  
 Northern line.

1. The North-western Company shall have power to run over and use all and every part of—

(a.) The railway authorised by “The Great Northern Railway (Derbyshire and Staffordshire) Act, 1872,” as the same shall be deviated and altered, and become completed and open for traffic, and so much of the Nottingham and Grantham branch of the Great Northern Railway as is situated between the junction with such Nottingham and Grantham branch of the railways Nos. 1 and 4 of the said Act of 1872, and Nottingham, and also so much of the existing and authorised undertaking of the Great Northern Company as lies between Bottesford and the Askerne junction of the Great Northern Railway, together with the stations of the Great Northern Company for passengers and goods at Nottingham; and also of—

(b.) The said Peterborough branch railway so soon as the same is completed and open for traffic, and so much of the Great Northern Railway as is situate between the junction therewith of the Peterborough branch and Peterborough, together with the main-line station of the Great Northern Company for passengers at Peterborough.

Great  
 Northern  
 running  
 powers over  
 part of London  
 and North-  
 western  
 Railway.

2. The Great Northern Company shall have power to run over and use (all and every part of) so much of the said Northampton and Peterborough branch railway as is situate between the junctions therewith of the said Peterborough branch railway and the said Seaton and Wansford Railway, and also of the said Seaton and Wansford Railway, and also of so much of the said Rugby and Stamford branch railway as is situated between the junction therewith of the said Seaton and Wansford Railway and Market Harborough, and the railway belonging to the London and North-western Company between Market Harborough and Northampton, together with the stations of the North-western Company for passengers and goods at those places.

For all de-  
 scriptions of  
 traffic.

3. That each of the said two Companies may, in exercise of any of the running powers conferred upon them by this agreement, run over and use the railways or portions of railways over which the same are conferred, with their engines, carriages, waggons, and trucks of every description, and with their clerks, officers, and servants, together with the stations, watering places, booking offices, warehouses, landing places, sidings, works, and conveniences connected therewith, and for every description of traffic, and may appoint and place at such stations their own inspectors, booking and invoice clerks, and cartage staff, and may also appoint and place at such stations such other officers and servants as

Booking and  
 invoice clerks.



A.D. 1875.

in case of dispute an arbitrator shall as herein-after provided direct, and the owning company shall out of the terminal allowance specified in clause 6 make a fair and reasonable allowance, unless a sum for such allowance shall be agreed on between the said two Companies, for the services to be performed by such clerks, officers, and servants to the Company exercising running powers and performing such services.

4. The North-western Company shall pay to the Great Northern Company for the use of that Company's stations for passengers and goods at Nottingham, and for passengers at Peterborough, and for the use of stations up to and including Askerne, and the Great Northern Company shall pay to the North-western Company for the use of that Company's stations for passengers and goods at Market Harborough and Northampton, such rent and other charges as may be agreed upon between them, and in default of agreement settled by arbitration; but if at any time hereafter the goods station of the Great Northern Company at Nottingham shall become in the opinion of the North-western Company inadequate to the accommodation of the goods traffic of the latter Company, nothing in this agreement shall prevent that Company from acquiring or providing a separate goods station at that place, nor shall such separate goods station, if at any time required or provided, diminish the rights of the North-western Company under this agreement, except as to the use of the Great Northern goods station at Nottingham.

Payments for use of station.

5. Each of the two Companies shall have power to fix from time to time the through rates and fares at which they will carry any description of traffic passing or intended to pass over any of their own railways to or from any station or any of the railways or portions of railways of the other Company over which running powers are conferred by this agreement, so long as such running powers shall be exercised.

Each Company power to fix through rates.

6. Each of the two Companies shall pay to the other Company, in respect of the running powers conferred by this agreement, the mileage proportion attributable to the portion of railway run over of their gross receipts from the traffic in respect of which the running powers are exercised, after deducting from such gross receipts, first, the usual clearing-house terminals arising thereon, and also paid-ons, paid-outs, proportions paid or due to other companies, and Government duty; and secondly, from the net sum thereby ascertained thirty per centum for working expenses to the carrying Company, and the said payments shall be made monthly in accordance with the regulations of the clearing house from time to time in force.

As to payment in respect of running powers.

7. With respect to local traffic, it shall not be lawful for either of the Companies, in exercising any of the running powers conferred upon them by this agreement, to take up traffic at any station of the other, and to deliver the same at any other station of the same Company, without that Company's consent thereto in writing.

Local traffic.

8. Each of the Companies shall perform upon the railways or portion of railways over which running powers are conferred by this agreement, and at the stations herein-before specified, and at all stations in connexion therewith respectively, all such duties and services for the convenient conduct of the traffic conveyed by that other company in exercise of any of the running powers so conferred upon them as may be necessary or reasonable, and upon payment of such charges for the same as may be agreed upon between the two Companies,

Services at stations, &c.



A.D. 1875.

or, failing agreement, as may be settled by arbitration; and each of the Companies shall allow the other to cart goods into and out of any of the stations connected with any of the railways or portion of railways over which running powers are conferred by this agreement upon the other, the Great Northern station at Peterborough excepted.

Byelaws to be observed.

9. Each of the Companies in exercising any of the running powers conferred upon them by this agreement shall be subject to the byelaws and regulations of the other for the time being in force and applicable to the railways or portions of railways over which the running powers are exercised.

Traffic facilities in lieu of running powers.

10. If either of the companies desire, from time to time, that in lieu of running powers traffic facilities should be afforded them by the other over any of the railways or portions of railways over which running powers are conferred by this agreement, the following provisions shall apply and have effect:

- (a.) The Company so desiring shall give one calendar month's notice in writing under their common seal to the other of the railways or portions of railways over which they desire such facilities to be afforded, and the notice shall be deemed to include the stations, watering places, booking offices, warehouses, landing places, sidings, works, and conveniences connected with the railways or portions of railways of which notice is so given.
- (b.) Upon and from the expiration of one calendar month from the giving of the notice, the Company to whom the notice is given shall, if the railways or portions of railways in respect of which notice is given were completed and open for traffic, afford to the Company giving the notice all such facilities and accommodation over the same as are usual or useful for the convenient working or development of railway traffic of every description, including among other things booking through tickets and invoices, and, so far as may reasonably be required, through carriages and waggons, and conveniently timed and arranged trains, and shall permit the employment at their stations and offices in connexion with the said railways or portions of railways of the officers and servants of the Company giving the notice, and shall afford accommodation for the same thereat, and at all times and in all respects shall conduct, forward, carry on, and accommodate all such traffic on equal terms with and as if it were their own traffic.
- (c.) The Company to whom the facilities and accommodation are afforded shall pay to the other for or in respect of the same such rates and other sums as may be agreed upon between them, or, failing agreement, settled by arbitration.
- (d.) During the continuance of the notice, the running powers in lieu whereof the said facilities and accommodations are afforded shall not be exercised, but the Company by whom the notice has been given may at any time after the expiration of six calendar months from the commencement thereof, by similar notice of one calendar month, put an end to the same, and thereupon the said facilities and accommodation shall cease to be obligatory upon the Company affording the same, and the running powers may thenceforth be exercised as fully and effectually as if no such facilities and accommodation had ever been desired or afforded.



[38 & 39 VICT.] *The Great Northern Railway Act, 1875.* [Ch. cx.]

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11. A system of through booking, with through rates and fares, and facilities as between friendly companies, to be established for traffic of every description between the London and North-western system and the Great Northern system and places beyond each, respectively, where they form a reasonably convenient route viâ Peterborough and Market Harborough, the Market Harborough and Newark railway, or the Nottingham and Burton railway, both Companies agreeing to conduct, forward, and accommodate all such traffic on equal terms with and as if it were their own.

Mutual  
through-  
booking.

12. Each Company to provide station accommodation for the other Company at stations to which the other does not run, including cartage, clerkage, portage, and all other services and accommodation as if it were their own traffic.

Station accom-  
modation.

13. Each Company may employ its own carting agents and the necessary carting staff at the principal stations of the other, an allowance being made by the owning Company equal to the actual cost of such services to the owning Company.

Carting agents.

14. All competitive traffic to be carried at equal through rates, and that and other traffic to be divided on mileage, subject to usual deduction for terminals and Government duty, &c. according to clearing-house principles.

Rates.

15. Any difference which from time to time may arise between the Companies touching any of the matters contained in this agreement, or the terms, conditions, and regulations to which either or both of the Companies is to be subject in reference thereto, shall, whether specially agreed to be referred to arbitration or not, be referred to an arbitrator to be appointed by their common consent, or in default of such consent by the President of the Institution of Civil Engineers, on the application of either of the Companies, and in case of any difference touching the charges to be paid by either of the Companies to the other for duties or services performed by that other under Article 8 of this agreement, or touching the nature, intent, or sufficiency of any of such services, the arbitrator may determine the amount of such payments, and prescribe what duties and services shall be so performed, and if he is of opinion that it is needful for the protection of the due working or development of the traffic of either Company, he may prescribe that such Company may employ at any of the stations of the other at which such duties or services are to be performed, to be designated by him, such other officers and servants referred to in the 3rd Article of this agreement as he may by his award define, and he may likewise prescribe the accommodation that shall be given at any such station to the booking and invoice clerks, officers, and servants referred to in such 3rd Article, and may lay down rules for their conduct, and may prescribe the amount of the payments to be made for the accommodation afforded; Provided always, that the right to use any such stations shall not be suspended during such arbitration, and the decisions of the arbitrators shall in all cases be binding and conclusive on the Companies, and the costs and expenses of the arbitrator shall in each case be defrayed as he shall direct.

Arbitration.

16. This agreement shall be a perpetual agreement.

Agreement in  
perpetuity.

17. The two companies jointly, or either of them separately, may in any session apply for Parliamentary sanction to this agreement; if such application

Parliamentary  
sanction to this  
agreement.



[Ch. cx.] *The Great Northern Railway Act, 1875.* [38 & 39 VICT.]

A.D. 1875. be made separately, then the other Company shall concur in and support any such application.

In witness whereof the two Companies, parties hereto, have caused their common seals to be hereunto annexed the day and year first above written.

Passed under the common seal of the within-named London and North-western Railway Company in the presence of

F. HARLEY, Assistant Secretary.

L.S.

The common seal of the Great Northern Railway Company was affixed hereto in the presence of

COLVILLE, }  
REG. CAPEL, } Directors.

L.S.

SCHEDULE IV.

PART I.

CONTAINING STATEMENT OF REDEEMABLE STOCKS OF THE COMPANY.

Act.	Description of Stock.	Amount.
14 & 15 Vict. cap. 45, 1851	Five per cent. stock redeemable at ten per cent. premium.	£750,000
14 & 15 Vict. cap. 114, 1851	Four and a half per cent. stock redeemable	£60,000
16 & 17 Vict. cap. 60, 1853	at ten per cent premium.	£750,000
18 & 19 Vict. cap. 124, 1855	Five per cent. stock redeemable at five per cent. premium.	£1,000,000

PART II.

CONTAINING STATEMENT OF PREFERENCE STOCK (OTHER THAN REDEEMABLE STOCK) THE DIVIDENDS WHEREON ARE NOT CONTINGENT ON THE PROFITS OF THE YEAR.

Description of Stock.	Amount.
	£ s. d.
Five per cent. Perpetual Preference, 1849-50	1,298,262 10 0
Three and a half per cent. Preference Stock (Hertford purchase)	55,000 0 0
Four and half per cent. Preference Stock (Luton purchase)	70,000 0 0
Four per cent. Preference Stock (Hertford and Luton purchase)	43,400 0 0
Five per cent. Preference Stock (Luton purchase)	50,000 0 0
Five per cent. Preference Stock (Bourn and Essendine)	24,000 0 0
Four and quarter per cent. Preference Stock (Boston and Sleaford)	200,000 0 0
Six and quarter per cent. (West Yorkshire) Wakefield Station £5 shares	22,500 0 0