



## CHAPTER clvi.

An Act to confer further Powers upon the Great Northern Railway Company to enable them to acquire the Stafford and Uttoxeter Railway and for other purposes. A.D. 1881.

[18th July 1881.]

**W**HEREAS it is expedient that the Great Northern Railway Company (who are hereinafter referred to as "the Company") should be authorised to make and maintain the following railways and other works namely:—

A railway at Firsby in the parts of Lindsey in Lincolnshire;  
Railways at Ordsall and at Shelton in Nottinghamshire;  
Railways between Batley and Beeston in the West Riding of Yorkshire.

That they should be enabled

To widen and improve their railway at Hornsey at Grantham at Bradford and at Sleaford;

To abolish certain crossings of their railway upon the level and to construct in the stead thereof new roads and footpaths;  
and

To purchase and acquire the additional lands hereinafter described for the purposes of their undertaking:

And whereas it is also expedient that the time prescribed for the sale of lands acquired by the Company and the Manchester Sheffield and Lincolnshire Railway Company as joint owners of the West Riding and Grimsby Railway and not yet applied to the purposes of that undertaking should be extended:

And whereas by an Act passed in the year 1873 the Company were authorised to make a railway extending the Bradford and Thornton Railways to Keighley in the West Riding of Yorkshire together with a short branch railway in the town of Keighley and by an Act passed in the last session of Parliament certain deviations were authorised from the works at Keighley so authorised by the said Act of 1873:

And whereas it is expedient that the deviations authorised by the Act of 1880 should be abandoned and that the railways at

A.D. 1881. Keighley herein-after described should be constructed in the stead thereof :

25 & 26 Vict.  
c. xc.  
43 & 44 Vict.  
c. cxl.

And whereas by the Midland Railway (Additional Powers) Bill now pending in Parliament it is proposed to vest the Keighley and Worth Valley Railway as from the 1st day of July 1881 in the Midland Railway Company who by virtue of the Keighley and Worth Valley Railway Act 1862 maintain and work the said railway and by the Great Northern Railway Act 1880 (section 32) the Company and the Midland Railway Company are authorised to enter into contracts with relation to the use by the Company of the undertakings belonging to or leased or worked by the Midland Railway Company at or near Keighley and the passenger station of the Midland Railway Company at Keighley :

And whereas by virtue of an Act passed in the year 1862 the Stafford and Uttoxeter Railway Company (herein-after called "the Uttoxeter Railway Company") who were thereby incorporated have constructed in Staffordshire a railway commencing by a junction with the London and North-western Railway near Stafford and terminating by a junction with the North Staffordshire Railway about two miles west of Uttoxeter together with a short branch railway to the Colwich branch of the North Staffordshire Railway :

And whereas the powers of the said Company have been extended and varied by an Act passed in the year 1865 and by another Act passed in the year 1879 and by the said Act of 1879 the said Company obtained powers to use parts of the Great Northern Railway together with the stations of that railway at Burton and at Derby and reciprocal powers were granted to the Great Northern Railway Company to run over and use the Uttoxeter Railway and its stations and appurtenances :

And whereas by the said Act of 1862 the Uttoxeter Railway Company were authorised to raise £130,000 by shares and £43,300 by mortgage and by the Act of 1865 they were authorised to raise an additional sum of £50,000 by shares and £16,600 by mortgage :

30 & 31 Vict.  
c. 127.

And whereas by virtue of a scheme duly enrolled on the 6th day of November 1872 in the High Court of Chancery in pursuance of the provisions of the Railway Companies Act 1867 the Uttoxeter Company were authorised to create and issue a capital stock to be called "Debenture Stock A" bearing interest at the rate of 5 per centum per annum and of such a nominal amount as should be required for the purposes specially mentioned in the said scheme and it was provided by the said scheme that the interest on the said stock should be payable in priority to the other debenture stocks of the Company :



[44 & 45 VICT.] *Great Northern Railway Act, 1881.* [Ch. clvi.]

And whereas the amount of the said Debenture Stock A which has been issued by the Company under the provisions of the said scheme is £38,132 : A.D. 1881.

And whereas the said scheme directed that the debentures issued by the Company under the said Act of 1862 prior to the passing of the Act of 1865 should as from the 1st day of January 1872 be converted into a capital stock to be called "Debenture Stock B" bearing interest at the rate of 5 per centum per annum and that the interest on the said stock should be payable in priority to the interest upon the Debenture Stock C issued under Article 4 of the said scheme :

And whereas the amount of the said debentures so converted and now existing is £56,185 :

And whereas Article 4 of the said scheme directed that all the other debentures of the Company then issued should as from the 1st day of January 1872 be converted into a capital stock to be called Debenture Stock C bearing interest at the rate of 5 per centum per annum :

And whereas the amount of the said debentures so converted and now existing is £21,128 and by the said scheme it was provided that from and after the 1st day of January 1872 all the debentures of the Company then already issued by the Company should be cancelled :

And whereas the said scheme further authorised the creation and issue of a capital stock to be called Preference Stock to an amount not exceeding the debts of the Company other than the said debenture debts and the Company was authorised to apply the said preference stock in satisfaction of such debts :

And whereas the amount of the debts due and owing by the Company at the time of the passing of the said scheme was £84,000 and the Company has applied £81,311 of the said preference stock in satisfaction of an equal amount of the indebtedness of the Company and there remains the sum of £2689 which is still unclaimed and unapplied :

And whereas the ordinary capital of the Uttoxeter Railway Company consists of £113,893 :

And whereas the Uttoxeter Railway has been for many years in the hands of a receiver and no interest or dividend has ever been paid to any of the holders of the said debenture stocks and the railway cannot be worked as a separate undertaking and the said Company have agreed for the sale of their undertaking to the Company upon the conditions herein-after contained and it is expedient and will conduce to the public convenience and to the

[Ch. clvi.] *Great Northern Railway Act, 1881.* [44 & 45 VICT.]

A.D. 1881. usefulness of the said railway that it should be transferred to the Company :

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 for providing additional rolling stock and other the general purposes of their undertaking :

And whereas it is expedient that the other provisions hereinafter contained should be made :

And whereas plans and sections showing the lines and levels of the railways roads and other 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 hereinafter mentioned were duly deposited with the clerks of the peace for the West Riding of Yorkshire for the counties of Middlesex Hertford Nottingham Surrey Kent Bedford Cambridge Huntingdon for the parts of Lindsey the parts of Kesteven and the parts of Holland in Lincolnshire and for the county of the city of Lincoln and the said documents are hereinafter respectively referred to as the deposited plans sections and books of reference :

And whereas the objects of this Act cannot be attained 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 1881.

Incorporation of general Acts.

8 & 9 Vict. c. 18.  
23 & 24 Vict. c. 106.  
32 & 33 Vict. c. 18.  
8 & 9 Vict. c. 20.  
26 & 27 Vict. c. 92.

2. The following Acts and parts of Acts are excepting where the same are expressly varied by this Act incorporated with and form part of this Act namely—

The Lands Clauses Consolidation Acts 1845 1860 and 1869 ;

The Railways Clauses Consolidation Act 1845 ; and

Parts 1 and 5 of the Railways Clauses Act 1863 relating respectively to the construction of a railway and to amalgamation.

Extension to this Act of certain provisions of 8 & 9 Vict. c. 16. and of 26 & 27 Vict. c. 118.

3. Subject to the provisions of this Act all the provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say) :—

The distribution of the capital of the Company into shares ;



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- The transfer or transmission of shares ;
- The payment of subscriptions and the means of enforcing the payment of calls ;
- The forfeiture of shares for nonpayment of calls ;
- The remedies of creditors of the Company against the shareholders ;
- The borrowing of money by the Company on mortgage or bond ;
- The conversion of borrowed money into capital ;
- The consolidation of shares into stock ;
- The general meetings of the Company and the exercise of the right of voting by the shareholders ;
- The making of dividends ;
- The giving of notices ;
- The provision to be made for affording access to the special Act by all parties interested ; and

Parts 1 2 and 3 of the Companies Clauses Act 1863 ; relating respectively to the cancellation and surrender of shares to additional capital and to debenture stock

shall be applicable to the capital and moneys hereby authorised to be raised by shares or stock or mortgage and to the proprietors thereof.

4. 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.

Interpretation of terms.

The expressions "parish clerks" and "clerks of the several parishes" in sections 7 8 and 9 of the Railways Clauses Consolidation Act 1845 shall with reference to the Company and as regards those parishes or extra-parochial places 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 or with the clerk of the district board for the district in which the parish or extra-parochial place is included mean in the first case the vestry clerks of those parishes and in the second case the clerks of those district boards respectively.

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 common simple contract debt and not a debt or demand created by statute.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the

Power to make railways, &c.

A.D. 1881.

deposited plans and sections the railways and works herein-after described with all proper stations sidings approaches works and conveniences connected therewith respectively and may exercise the following powers with respect thereto and in connexion therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes.

The railways and works herein-before referred to and authorised by this Act are :—

Keighley  
Railway  
No. 1.

**RAILWAYS AND WORKS AT KEIGHLEY.**—A Railway (No. 1) (5 furlongs in length) wholly in the West Riding of Yorkshire commencing by a junction with the authorised line of the Halifax Thornton and Keighley Railways in the township and parish of Bingley at or about a point marked 6 miles and 5 furlongs on the plans deposited in the month of November 1872 with the clerk of the peace for the said West Riding in respect of the application to Parliament for the Great Northern (Halifax Thornton and Keighley Railways) Act 1873 and terminating in a field in the township and parish of Keighley belonging to the Great Northern Railway Company bounded on the east by the Keighley and Worth Valley Railway and on the west by the River Worth.

36 & 37 Vict.  
c. cexx.

Railway  
No. 2.

A railway (No. 2) (1 furlong 9 chains in length) situate wholly in the said township and parish of Keighley commencing by a junction with the Railway No. 1 at a point about 120 yards north of the boundary between the parishes of Bingley and Keighley and terminating by a junction with the Keighley and Worth Valley Railway at a point 150 yards or thereabouts south-west of the bridge carrying that railway over the public road called Park Lane.

New footpath  
at Keighley.

The Company may construct a new footpath in the township and parish of Keighley commencing in an existing footpath southward of the bridge carrying the Keighley and Worth Valley Railway over the point of junction of Pitt Street and Low Mill Road and terminating on the western side of the viaduct carrying the same railway over Park Lane and when the said new footpath shall be completed all rights of way in and over the existing footpath between the points aforesaid are hereby extinguished and the Company may appropriate the site thereof so far as the same footpath exists over lands belonging to and used by the Company Provided that in the construction of the said new footpath the Company shall be bound by any agreement made between them and the Keighley Local Board with respect to the same and provided also that nothing



contained in the deposited plans shall enable the Company to stop up and discontinue as a public highway the road numbered on the deposited plans 88 in the said township and parish.

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The Company shall subject to the provisions herein-after contained abandon the construction of so much of the Railway No. 1 authorised by the Great Northern (Halifax Thornton and Keighley Railways) Act 1873 as lies between the commencement of Railway No. 1 herein-before authorised and the point marked 6 miles and 7 furlongs on the plans deposited in respect of the said Act with the clerk of the peace for the West Riding of Yorkshire and the Company shall also abandon the construction of the deviations of the Halifax Thornton and Keighley Railways (Deviation Railway No. 1 and Deviation Railway No. 2) authorised by the Great Northern Railway Act 1880.

Abandonment of authorised deviations at Keighley.

**RAILWAY AND ROAD AT FIRSBY.**—The Company may construct and maintain a railway (1 furlong 8 chains in length) wholly in the parish of Firsby in the parts of Lindsey in Lincolnshire commencing by a junction with the East Lincolnshire line of the Company near the south-west end of the down platform at Firsby Station and terminating by a junction with the Wainfleet and Firsby Railway near the spot where the road from Wainfleet to Firsby is crossed on the level by the said Wainfleet and Firsby Railway

Short connecting line at Firsby.

The Company may construct a new road in the said parish of Firsby commencing in the public road leading from Wainfleet to Firsby about 9 chains north-eastward from the crossing thereof on the level by the Wainfleet and Firsby Railway and terminating in the same road about 12 chains southward from the said level crossing and the Company may stop up so much of the existing road as lies between the points herein-before described and all rights of way in and over the same including the said level crossing shall upon the completion of the substituted road be extinguished and the site and soil of so much of the existing road as lies between the fences of the Wainfleet and Firsby Railway shall vest in the owners of the said railway and the new road shall when completed be maintained and repaired by the body or persons now liable to maintain and repair the existing road.

New road at Firsby.

**RAILWAY AT ORDSALL.**—The Company may construct and maintain a railway (7 furlongs 6·50 chains in length) wholly in the parish of Ordsall in Nottinghamshire commencing by a

Railway at Ordsall.

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junction with the main line of the Great Northern Railway near and south-eastward of the bridge carrying the said railway over the River Idle and terminating by a junction with the Manchester Sheffield and Lincolnshire Railway about  $18\frac{1}{2}$  chains westward of the bridge at Whisker Hill Junction carrying the public road leading from Ordsall to Babworth over the last-mentioned railway.

Railway at Shelton.

**RAILWAY AT SHELTON.**—They may construct and maintain a railway (1 mile 7 furlongs 8·50 chains in length) wholly in Nottinghamshire commencing in the parish of Kilvington by a junction with the Newark and Bottesford line of the Company near and northward of the bridge carrying the public road leading from Orston to Staunton over the said railway and terminating in the parish of Shelton at the south-east side of the public road leading from Thoroton to Shelton near and north-eastward of the road leading from Bottesford to Flintham.

Provided that the Company shall not except by agreement enter upon take or use any lands not being public roads or highways required for the purposes of the said railway at Shelton and the provisions of the Lands Clauses Consolidation Act 1845 enabling persons under disability to sell and convey lands shall apply to any purchase and sale of lands for the purpose of the said railway.

Railways from Beeston to Batley.

**RAILWAYS FROM BEESTON TO BATLEY.**—They may construct and maintain in the West Riding of Yorkshire the following railways :

A Railway (No. 1) (1 mile 7 furlongs 6·5 chains in length) commencing in the township of Beeston in the borough of Leeds by a junction with the Leeds and Wakefield Railway of the Great Northern Railway near and south of the occupation bridge carrying the road from Stank Hall to Pit Hills and terminating in the township of West Ardsley in the parish of Woodkirk or West Ardsley by a junction with the Ardsley extension of the Gildersome branch of the Great Northern Railway near and eastward of the bridge carrying that railway over the Leeds and Dewsbury Road.

A Railway (No. 2) (2 miles 6 furlongs 2·20 chains in length) commencing in the said township of West Ardsley by a junction with the said Ardsley extension at the west side of the bridge carrying that railway over the Leeds and Dewsbury Road and terminating in the Upper Soothill



division of the township of Soothill in the parish of Dewsbury by a junction with the Batley branch of the Great Northern Railway about 132 yards north of the bridge carrying Soothill Lane over that railway.

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A Railway (No. 3) (2 furlongs 6·5 chains in length) situate at Tingley and lying wholly in the said township of West Ardsley commencing by a junction with Railway No. 2 about 24 yards north of the Bradford and Wakefield Road and terminating by a junction with the said Ardsley extension near and eastward of the bridge carrying that railway over Topcliff Lane.

6. Notwithstanding anything contained in this Act or in the deposited plans and sections the following provisions shall have effect with respect to the "railway at Ordsall" herein-before authorised:—

Protection  
of Corpora-  
tion of East  
Retford.

(1) The bridge for carrying the said railway over the River Idle shall have an opening giving a clear space of not less than 40 feet in width the remaining openings being 20 feet in width and shall correspond generally in structure to the bridge now carrying the main line of the Great Northern Railway over the said river;

(2) The road from Ordsall to Retford marked on the deposited plans 10 in the parish of Ordsall shall no longer pass across the main line of the Manchester Sheffield and Lincolnshire Railway on the level of that railway but the said road shall be carried over the said railway and over the said railway at Ordsall by bridges so constructed as that the road between the said bridges and the present bridge carrying the said road over the curved line of the Manchester Sheffield and Lincolnshire Railway shown on the deposited plans shall be as nearly as may be level and when the said road over the main line of the Manchester Sheffield and Lincolnshire Railway is open to the public the level crossing which now exists over the same railway shall be abolished and all rights of way over the same shall be extinguished;

(3) The Company shall provide a convenient approach from the road so altered to the Retford Cattle Market.

7. Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of the railway hereby authorised carry the same with a single line only whilst the railway shall consist of a single line

Power to  
cross a cer-  
tain road on  
the level.

[Ch. clvi.] *Great Northern Railway Act, 1881.* [44 & 45 VICT.]

A.D. 1881. and afterwards with a double line only across and on the level of the road next herein-after mentioned (that is to say):

No. on deposited Plan.	Parish.	Description of Road.
10	Staunton - -	Public road.

Inclination of roads.

8. In altering for the purposes of this Act the roads next herein-after mentioned the Company may make the same of any inclinations not steeper than the inclinations herein-after mentioned in connexion therewith respectively (that is to say):

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
21	Rothwell - -	Public road - -	1 in 9 on the one side and level on the other.
98	Woodkirk or West Ardsley.	Public road - -	1 in 14 on the one side and level on the other.

Height and span of bridges.

9. The Company may make the arches of the bridges for carrying the railway over the roads next herein-after mentioned of any heights and spans not less than the heights and spans herein-after mentioned in connexion therewith respectively (that is to say):

No. on deposited Plan.	Parish.	Description of Road.	Height.	Span.
3	Grantham -	Public road (formerly turnpike road).	17 ft. 3 in. -	30 ft. for road and 8 ft. for footway.
9	"	Public road - -	24 ft. 9 in. -	20 ft.
15	"	Public road (formerly turnpike road).	15 ft. 6 in. -	25 ft. for road and 7 ft. for each footway.
3	Bradford -	Public road - -	12 ft. - -	30 ft.
5	"	Public road - -	12 ft. 2 in. -	35 ft.
10	"	Public road - -	14 ft. 6 in. -	42 ft.

Railways to form part of Great Northern Railway.

10. Subject to the provisions of this Act the railways and the works connected therewith respectively executed under the authority of this Act shall for the purposes of toll and all other purposes whatsoever be part of the Great Northern Railway and of the undertaking of the Company.



[44 & 45 VICT.] *Great Northern Railway Act, 1881.* [Ch. clvi.]

11. If the railways at Keighley herein-before authorised and described as Railways No. 1 and No. 2 are not completed by the fifth day of August one thousand eight hundred and eighty-three and if the other railways authorised by this Act are not completed within five years from the passing of this Act then on the expiration of those periods respectively the powers by this Act granted for making and completing the said railways or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed.

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Period for  
completion  
of railways.

12. If the Company fail to complete the railways which they are herein-before authorised to construct within the periods limited by this Act 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 in the completion of which default is made 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 such railway 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 3 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 Chancery Division of the High Court of Justice in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening such line 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.

Penalty  
imposed  
unless rail-  
ways are  
opened with-  
in the time  
limited.

17 & 18 Vict.  
c. 31.

13. 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 railways or any portion thereof or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or

Application  
of penalty.

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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 Chancery Division of the High Court of Justice 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 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 said Division 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 the said Division if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Power to  
widen and  
improve por-  
tions of  
railway of  
Company.

14. Subject to the provisions of this Act the Company may in the lines according to the levels and in the manner shown on the deposited plans and sections widen and improve the portions of their undertaking herein-after mentioned and lay down additional lines of railway thereon or in connexion therewith And for the purposes of such widening and improvement the Company in addition to any other lands which they are by this Act authorised to acquire may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto as may be required for the purposes aforesaid and the said widenings and improvements respectively shall for the purposes of toll and in all other respects be deemed part of the Great Northern Railway.

The portions of the undertaking of the Company herein-before referred to and authorised to be widened and improved by this Act are:

HORNSEY.—The widening and improvement of a portion of the Company's railway wholly in the parish of Hornsey in Middlesex commencing by a junction with the down line of the Company about 1 chain north of the platform of the Hornsey Station and terminating by a junction with a siding adjoining the west side of the main line about 26 chains south of the down platform of the Wood Green Station:



GRANTHAM.—The widening and improvement of a portion of the Company's railway in the parish of Grantham and the extra-parochial place of the Grange in the parts of Kesteven in Lincolnshire commencing by a junction with the main line of the Company about 4 chains north of the up platform of the Grantham Station on that line and terminating by a junction with the Nottingham and Grantham line of the Company about 4 chains north of the Barrowby Road.

BRADFORD.—The widening and improvement of a portion of the railway of the Company wholly in the parish of Bradford in the West Riding of Yorkshire commencing by a junction with the Bradford branch of the Company about 4 chains west of the bridge at Laister Dyke Station carrying the public road leading from Bradford to Birkenshaw over the said railway and terminating by a junction with the Company's branch to the Lancashire and Yorkshire Railway about 7 chains south-westward of the bridge carrying that branch over Hammerton Street.

Provided that the following conditions shall apply to such widening and improvement at Bradford :

- (1) The Company shall remove the bridge now carrying their railway over Hammerton Street and in the stead thereof shall construct a girder bridge over the said street with a clear headway of not less than fourteen feet and six inches and of not less clear width over the said street than forty-two feet.
- (2) The Company may erect over Hammerton Street an additional girder bridge of not less height and width than those of the bridge herein-before described and on the south-east side of such bridge and there shall be a space of not less than forty feet between the said two bridges over Hammerton Street.
- (3) If for the purpose or in consequence of the works herein-before described it shall be found expedient to alter the line of Hammerton Street the mayor aldermen and burgesses of the borough of Bradford (in this section called "the corporation") and the Company shall agree to such an interchange of lands belonging to them respectively as shall facilitate such alteration.
- (4) The Company shall remove the bridge now carrying their railway over Birksland Street and in the stead thereof shall construct a girder bridge over the said street with a clear headway of not less than twelve feet above the present surface of the road and if the corporation shall (as they are hereby

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empowered to do) lower the level of the said street to any extent not exceeding two feet and six inches then the clear headway shall be to that extent increased. And for this purpose the Company shall construct the abutments of the bridge to a sufficient depth to allow of the finished surface of the road being at such lower level. And the clear width of the bridge over Birksland Street shall be not less than forty-eight feet.

(5) The Company shall remove the bridge now carrying their railway over Birks Hall Lane and in the stead thereof they shall construct a girder bridge over Birks Hall Lane with a clear headway of not less than twelve feet and of a clear width over the same lane of not less than thirty feet.

(6) The alterations of the existing bridges over Hammerton Street Birksland Street and Birks Hall Lane shall be completed within the period of three years from the passing of this Act and during the execution of the aforesaid works the Company shall not obstruct the traffic passing along the said streets.

SLEAFORD.—The widening and improvement of a portion of the Company's Boston and Sleaford line in the parishes of Old Sleaford and Kirkby Laythorpe in the parts of Kesteven commencing by a junction with the said Boston and Sleaford line about 3 chains east of the down platform of the Sleaford passenger station of the Company and terminating by a junction with the Deviation Railway (A) authorised by and described in the fourth section of the Great Northern and Great Eastern Railway Companies' Act 1879 near and westward of the post denoting  $12\frac{3}{4}$  miles on the before-mentioned Boston and Sleaford Railway.

42 & 43 Vict.  
c. cx.

Power to  
make further  
works.

15. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the works herein-after described and may exercise the powers herein-after mentioned and may for the purposes aforesaid make such alterations in the levels of the streets roads and footpaths affected thereby as are shown upon the deposited plans and sections making compensation to all parties whose property is injuriously affected by such alterations and in addition to any other lands which they are by this Act authorised to acquire may enter upon and take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes.

Footpath at  
Hackney.

The Company may stop up and extinguish all rights of way over so much of the public footpath in the parish of Saint



[44 & 45 VICT.] *Great Northern Railway Act, 1881.* [Ch. clvi.]

John at Hackney in Middlesex leading from Sydney Road to Gainsborough Road as lies between a point about 12 chains measured in a south-easterly direction along the said footpath from Sydney Road and the junction of the said footpath with Gainsborough Road and in the stead thereof the Company shall construct a new footpath commencing at the said point about 12 chains from Sydney Road and terminating in Gainsborough Road aforesaid near and northward of the junction therewith of Victoria Road.

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The Company may abolish the crossing of their railway on a level by the footpath in the parish of Monken Hadley Middlesex leading from Cock Fosters to Hadley and may extinguish all rights of way in and over the said crossing and the Company shall construct in the stead thereof a footpath adjoining the Company's fence on the eastern side of their railway commencing in the said existing footpath near the said level crossing and terminating in the road at the eastern end of a bridge over the said railway about 7 chains south of the post denoting 10 miles from London and also another footpath adjoining the western side of the said railway commencing in the said existing footpath near the said level crossing and terminating in the road aforesaid at the western end of the said bridge over the railway.

Footpaths  
Hadley.

The Company may construct a new road in the parish of Sneinton in Nottinghamshire commencing in Manvers Street near the south-east end of Rock Terrace and terminating in the Hermitage Road at its junction with Colwick Road and when the said new road is completed the Company may stop up and discontinue as a public highway and extinguish all rights of way over so much of Manvers Street and Hermitage Road as lies between the point of junction of Hermit Street and Manvers Street aforesaid and the point where Hermitage Road joins Colwick Road.

Road at  
Sneinton  
Notts.

The Company may construct in the parish of Newark in Nottinghamshire a new road commencing in the road leading from Caffarata's Plaister Works to the town of Newark about 10 chains from the eastern fence of the railway of the Company and terminating in the Newark and Lincoln Road about 9 chains from the point where the said road is crossed on the level by the main line of railway of the Company And when the said new road is completed the Company may abolish the level crossing of their railways about one and a half chains south of the down main line platform of the Newark Station of the Company and may stop up and discontinue as a public

Road at  
Newark.

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highway so much of the road leading from Appleton Gate over the said level crossing as lies between the fences of the Company.

Footpath at Bradford.

When the Corporation of Bradford have completed the new road which they are now constructing between Laistor Edge Lane and All Saints Road and when the Company have completed and opened for traffic the bridge intended to carry the road over the City Road branch of the Great Northern Railway and when they have also completed and opened for use the bridge intended to carry the public footway over the main line of the Great Northern Railway from Bradford to Thornton the Company may stop up and discontinue the use of a public footpath situate at Dirk Hill in the township of Horton in the said parish of Bradford between Laistor Edge Lane and Horton Park Avenue and thenceforth all rights of way in and over the same shall be extinguished and the site and soil of the said footpath when so closed shall vest in the owners of the lands on each side of the same.

Portions of roads and footpaths superseded to vest in Company. Repair of new or substituted roads and footpaths.

**16.** When the said diversions herein-before authorised are made and opened for public use all rights of way in and over or affecting the portions of roads and footpaths in the stead of which the new roads and footpaths are made shall cease and be extinguished and such portions of roads and footpaths shall vest in the Company for the purposes of their undertaking so far as the same respectively are bounded on both sides by lands of the Company and the new roads and footpath shall when made and completed respectively from time to time be repaired and maintained with respect to the surface thereof by and at the expense of the same authorities or persons in the same manner and to the same extent as the remaining portions of the same roads and footpaths respectively are maintained and repaired but the substructure thereof whether the same be a bridge or embankment or otherwise shall be maintained by the Company..

Protection of Corporation of Nottingham as to new road at Sneinton.

**17.** In the making and maintenance by the Company of the new road in the parish of Sneinton in Nottinghamshire under the powers of this Act the provisions in this section contained for the protection of the mayor aldermen and burgesses of the borough of Nottingham (in this section called the corporation) shall have effect notwithstanding anything elsewhere contained in this Act or shown on the deposited plans or sections :

- (1) The width of such new road throughout shall not be less than fifty feet and the inclination of the said road shall not be steeper in any part than one in thirty.



- (2) The Company shall keep open Hermit Street in the said borough so that there shall be full and free communication at all times between the last-named street and Manvers Street and the intended new road respectively.
- (3) The Company shall not close any part of Trent Meadow Road or Lane in the said parish of Sneinton nor do anything to diminish the convenience for traffic of the said road or lane nor carry any rail across the same on the level and if at any time hereafter the Company carry a railway by means of a bridge over the said road or lane the height width and other dimensions of such bridge shall not be less than those of the bridge now belonging to the Company over the same road or lane.
- (4) All or any of the iron sewage pipes and the gas and water pipes with their valves and appurtenances now existing in the portion of Hermitage Road aforesaid by this Act authorised to be stopped up by the Company or all or any one or more of them may be removed by the corporation at such time or times as they think fit and may be replaced by them under the said new road. But such of the said pipes and works as the corporation shall determine may be carried across the land of the Company in such site and manner as the corporation and the Company may agree upon. And the Company will on demand repay to the corporation the reasonable costs incurred by the corporation in removing and replacing the said pipes and works or any of them and carrying the same in the altered direction and will on receiving reasonable notice from the corporation or their surveyor give free access for the corporation and their officers and servants to the lands of the Company at all reasonable times for the purpose of examining repairing or altering such pipes and works and for carrying out the removal thereof when determined upon without the Company having any claim for compensation for any damage that may arise in relation to any of the foregoing matters nevertheless all such works matters and things shall be executed done and performed by the corporation with as little damage as may be to the works and property of the Company.
- (5) None of the powers to be acquired by the Company under this Act shall affect or prejudice the right of the corporation to continue and use repair and enlarge or otherwise deal with the existing outfall sewer known as the Beck Outfall or any of the sewers man-holes overflows or other works connected therewith now passing or being under some portion of the

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lands which may be acquired by the Company under this Act and the corporation shall at all times hereafter have free access to the said lands for the purpose of examining repairing enlarging or altering the said outfall sewer without being liable to pay compensation for any damage which the Company may sustain nevertheless doing as little damage as may be as aforesaid and the Company in carrying out their proposed new works and alterations shall raise and bring up to the level of the new surfaces of the ground all existing sewer-manholes side entrances ventilators and shafts.

- (6) If any question or difference arise between the Company and the corporation in relation to this section such question or difference shall from time to time be determined by arbitration in the manner (unless otherwise agreed on) provided by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

Works  
within  
district and  
gas and  
water limits  
of Keighley  
Local Board.

18. In constructing within the district and gas and water limits of the Local Board of Keighley the railways and works by this Act authorised the Company shall conform to and observe the following provisions regulations and restrictions (that is to say) :

- (1) Whenever it may be necessary to interrupt or interfere with any existing sewer or drain main conduit or pipe or any sanitary water or gas works the Company shall if so required by the local board before interrupting or interfering with the same construct according to a plan to be approved of by the local board a substituted sewer or drain main conduit or pipe or other works in lieu of and of equal capacity with that so proposed to be interrupted or interfered with and such new and substituted main conduit pipe or works shall be connected by and at the expense of the Company with any existing main conduit pipe or works which was previously connected with those so interrupted or interfered with and in such manner as shall be approved of by the local board.
- (2) If by reason of the construction of the railways and works connected therewith by this Act authorised any increased length or dimension of sewers drains main conduits pipes or works of the local board shall become necessary the same shall be constructed and laid down by and at the expense of the Company of such capacity upon such plan and in such manner as shall be approved of by the local board.
- (3) If by reason of the construction of the railways and works connected therewith by this Act authorised the local board shall at any time necessarily incur any cost in altering any existing sewer or drain main conduit pipe or sanitary water or



[44 & 45 VICT.] *Great Northern Railway Act, 1881.* [Ch. clvi.]

gas works the Company shall repay to the local board such additional cost and the same may be recovered in default of payment in any court of competent jurisdiction as a simple contract debt. A.D. 1881.

19. The Company shall not except with the consent of the Manchester Sheffield and Lincolnshire Railway Company under their common seal enter upon take or use any of the lands in the said parish of Ordsall numbered 11 and 16 on that part of the deposited plans which relates to that parish. Protection of Manchester Sheffield and Lincolnshire Railway Company.

20. The Company in constructing the new roads and alteration of roads footpaths and streets herein-before authorised may deviate from the centre lines shown on the deposited plans to the extent of the limits of deviation marked on such plans respectively but so nevertheless that no part of such deviation be constructed beyond the said limits and may deviate from the levels shown on the deposited sections to any extent not exceeding five feet but not so as to increase the rate of inclination as shown on the deposited sections of any new road footpath or street. Power to deviate in construction of roads.

21. From and after the passing of this Act all rights of way shall cease and be extinguished in and over so much as lies within the boundaries of the property of the Sutton Bridge Dock Company of the road delineated and numbered 26 on the plan referred to in the Sutton Bridge Dock Act 1876 as having been deposited with the clerk of the peace for the parts of Holland in the county of Lincoln. Stopping up road at Sutton Bridge. 39 & 40 Vict. c. lxxxviii.

22. The Company may in the line and on the levels shown on the deposited plans and sections and on the lands shown on the said plans and described in the deposited books of reference divert and alter the course and direction of a portion of the New River in the parish of Hornsey in the county of Middlesex such diversion commencing near the bridge carrying the public footpath leading from the "Queen's Head" Inn to Tottenham Lane over the said river and terminating at a point 1 chain or thereabouts measured in a westerly direction from the pump-house of Haringay House and when the Company have so diverted and altered the course and direction of the said river they may stop up and discontinue the existing portion of the said river between the points aforesaid and the site and bed thereof shall be and the same are hereby vested in the Company. Diversion of New River.

23. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may enter upon and take compulsorily for the improve- Power to purchase additional lands.

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ment and enlargement of their railways stations and works and for the construction of new stations buildings and sidings and other the purposes of their undertaking the lands herein-after described which are delineated upon the deposited plans and described in the deposited books of reference (that is to say) :

Certain lands in the parish of Hornsey in the county of Middlesex adjoining the east and west sides of the main line and property of the Company from about 5 chains measured in a northerly direction along the said main line from the post denoting  $3\frac{1}{2}$  miles from London to or near the bridge carrying the said main line over the New River ;

Certain lands in the parish of Saint John at Hackney in the county of Middlesex bounded on the east by the Gainsborough Road on the west by property of the Company and on the south by a ropery ;

Certain other lands in the same parish bounded on the south-east by property of the Company and upon the west by Sydney Road near the bridge carrying the North London Railway over the said road ;

Certain lands in the parish of Saint Paul Deptford in the counties of Surrey and Kent respectively bounded on the north by the Nunhead and Blackheath Hill line of the London Chatham and Dover Railway on the east by a road parallel to and about 2 chains westward of the London Brighton and South Coast Railway near the Bröckley Station thereof and extending from east to west about 21 chains and measuring from north to south about 5 chains ;

Certain lands in the parish of Wheathampstead in the county of Hertford bounded on the south by the Luton and Dunstable line and the Wheathampstead Station Yard of the Company and on the north by the public road leading from Wheathampstead to Luton ;

Certain lands in the parish of Arlesey in the county of Bedford near the Arlesey Station of the Company bounded on the west by the Great Northern Railway and on the south by the road leading from Arlesey to Shefford ;

Certain lands in the parish of Saint Andrew-the-Less in the county of Cambridge between the passenger and goods stations of the Great Northern Railway and south of Messrs. Foster's Corn Depôt ;

Certain lands in the parish of Woodstone in the county of Huntingdon bounded on the north-east by the Company's branch to the London and North-western Railway at Peter-



borough and lying between the London Road and the occupation road leading to Wyman's Farm; A.D. 1881.

Certain lands in the parish of Sneinton in Nottinghamshire bounded on the south by the Hermitage Road and property of the Company on the west by Manvers Street and Rock Terrace and on the east by Trent Meadow Road and Old Trent Lane;

Certain lands in the parish of Spalding in the parts of Holland in Lincolnshire bounded on the west by the Spalding Station Yard of the Company and lying between Stepping Stone Lane and the approach road to Spalding Railway Station;

Certain lands in the parish of Bracebridge in the city of Lincoln and the county of the same city situated on the south side of the Lincoln Gas Works and adjoining the Lincoln and Honington line of the Great Northern Railway on both sides thereof;

Certain lands in the parishes of Cantley and Loversall in the West Riding of Yorkshire on the south-west side of the main line of the Company and extending from about 30 chains south-east of Black Carr Junction to about 26 chains north-west of the same junction;

Certain other lands in the parish of Cantley aforesaid on the north-east side of the railway of the Company and extending from about 35 chains south-east of the Black Carr Junction to about 30 chains north-west of the same junction;

Certain lands in the township of Balby with Hexthorpe in the parish of Doncaster in the said West Riding bounded on the north by Balby Bank and opposite the south-west end of Decoy Bank;

Certain other lands in the same parish on the north-east side of Decoy Bank about 15 chains north-west of Decoy Wood;

Certain lands in the parish of Hemsworth in the said West Riding situated on the north-east side of the West Riding and Grimsby Railway and adjoining the Fitzwilliam Colliery Sidings;

Certain lands in the township of Stanley-cum-Wrenthorpe in the parish of Wakefield in the said West Riding situated on the west side of the Great Northern Railway and lying between Balne Lane and the junction of the Ossett Branch with the same railway;

Certain lands at Armley in the parish of Leeds and township of Armley in the said West Riding on the south side of and adjoining the railway and the Armley Station of the Company.

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Power to  
take ease-  
ments &c. by  
agreement.

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

Period for  
compulsory  
purchase of  
lands.

25. The powers for the compulsory purchase of lands for the purposes of this Act shall not be exercised with respect to lands at Keighley for the purpose of the railways and works herein-before authorised after the fifth day of August one thousand eight hundred and eighty-three and with respect to other lands after the expiration of three years from the passing of this Act.

Lands for ex-  
traordinary  
purposes.

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

Notice to be  
given of  
taking houses  
of labouring  
classes.

27. The Company shall eight weeks at least 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 ac-  
commodation  
for persons  
of labouring  
classes to be  
displaced.

28. Before taking in any parish fifteen houses or more occupied either wholly or partly by persons belonging to the labouring classes as tenants or lodgers who may for the time being be the occupier or occupiers of any house or part of any house which the Company are by this Act authorised to acquire 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



[44 & 45 VICT.] *Great Northern Railway Act, 1881.* [Ch. clvi.]

dwelling and may let or otherwise dispose of such lands and dwellings 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.

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**29.** The Company and the Manchester Sheffield and Lincolnshire Railway Company as joint owners of the West Riding and Grimsby Railway may notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the West Riding and Grimsby Railway with which that Act is incorporated retain and hold any lands acquired by them which have not yet been applied to the purposes of the said railway or sold or disposed of in the parishes enumerated in the Schedule to this Act for the periods following that is to say As regards such of the lands as are situate near to or adjoining any railway or station of the two companies or as the said two companies may be of opinion that they may require for the purposes of stations sidings or other conveniences for the period of ten years from the passing of this Act and as regards the other of the said lands for the period of two years from the passing of this Act :

Extension of time for sale of certain superfluous lands.

But the two companies shall at the expiration of such respective periods of ten years and two years sell and dispose of all such parts of those lands respectively as shall not then have been applied to or are not then required for the purposes of the said railway as superfluous lands.

**30.** The abandonment by the Company under the authority of this Act of the railways and portion of railway at Keighley hereinbefore 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 railway and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has 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 the Great Northern (Halifax Thornton and Keighley Railways) Act 1873 and the Great Northern Railway Act 1880.

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

**31.** Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing

Compensation to be made in

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—  
respect of  
railways  
abandoned.

of any land for the purposes of or in relation to any of the railways or portion of railway authorised to be abandoned by this Act 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.

Protection of  
Midland  
Company.

**32.** For the protection of the Midland Railway Company as owners of or as maintaining and working the Keighley and Worth Valley Railway (herein-after called the "Worth Valley Railway") be it enacted as follows:

Limiting  
interference  
with land  
&c.

(1) The Company shall not for the purposes of the works hereby authorised without in every case the previous consent of the Midland Company in writing under their common seal take use enter upon or interfere with the Worth Valley Railway or any land railway siding or other work connected therewith except only so far as shall be necessary for the purpose of making and maintaining the said railways at Keighley as the same are according to this Act to be constructed;

Company  
to acquire  
easement  
only.

(2) With respect to any land of the Worth Valley Railway Company which the Company is by this Act authorised to use enter upon or interfere with the Company shall not purchase or take the same but the Company may purchase and take and the Midland Railway Company or the Worth Valley Railway Company (as the case may be) may and shall sell and grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same;

Bridge under  
Worth  
Valley Rail-  
way.

(3) The railway at Keighley No. 1 hereby authorised shall be constructed under the Worth Valley Railway by a bridge not less than twenty-six feet wide between the parapets on the surface thereof;

Plans &c. of  
works to be  
approved.

(4) The said Railway No. 1 by this Act authorised where the same will be made upon or across or will otherwise interfere with the Worth Valley Railway shall subject to the foregoing provisions of this enactment be constructed according to plans sections and specifications to be previously approved by the principal engineer for the time being of the Midland Company



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who shall report thereon within one month after the same shall have been submitted to him and any difference thereon between him and the principal engineer for the time being of the Company shall (subject as aforesaid) be determined by arbitration in manner herein-after provided ;

(5) The Company shall not in any manner in the execution of any of their works obstruct or interfere with the free uninterrupted and safe use of the Worth Valley Railway or any traffic thereon ;

Traffic  
not to be  
obstructed.

(6) The Company shall bear and on demand pay to the Midland Company the expense of the employment by that company during the execution of any work affecting the Worth Valley Railway of a sufficient number of inspectors watchmen and signalmen to be appointed by that company for watching and signalling the same with reference to and during the execution of any such work of the Company and for preventing so far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employ of the Company or of their contractors with reference thereto or otherwise ;

Company to  
pay costs of  
inspection  
during pro-  
gress of  
works.

(7) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any person in the employ of the Company or of their contractors or otherwise the Worth Valley Railway shall be injured such injury shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the Midland Company may make good the same and recover the expense thereof with full costs against the Company in any court of competent jurisdiction And if any interruption shall be occasioned to the traffic of or upon the Worth Valley Railway by reason of any of the matters or causes aforesaid the Company shall pay to the Midland Railway Company all costs and expenses to which that company may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption such costs expenses and compensation to be recoverable with full costs by that company from the Company in any court of competent jurisdiction ;

Compensa-  
tion for  
injury.

(8) The Company shall at all times maintain the structure of the bridge and other works over their railway where the same passes under the Worth Valley Railway in substantial repair and good order and condition to the reasonable satisfac-

Bridge &c.  
to be main-  
tained.

A.D. 1881.

tion in all respects of the engineer of the Midland Company  
And if and whenever the Company fail so to do the Midland  
Company may make and do in and upon as well the lands of  
the Company as their own lands all such works and things as  
that company may reasonably think requisite in that behalf  
and the sum from time to time certified by their engineer to  
be the reasonable amount of such their expenditure shall be  
repaid to them by the Company and in default of full repayment  
may be recovered with full costs by the Midland Company  
from the Company in any court of competent jurisdiction ;

Arbitration.

(9) If any difference shall arise between the Company and  
the Midland Company as to the true intent and meaning of  
this enactment or the mode of giving effect thereto the same  
shall be from time to time determined by arbitration in the  
manner prescribed by the Railways Clauses Consolidation  
Act 1845 with respect to the settlement of disputes by  
arbitration.

Purchase of  
Stafford and  
Uttoxeter  
Railway.

**33.** The Company shall purchase and the Uttoxeter Railway  
Company shall sell and transfer the undertaking of the last-named  
Company (including in the same term "Undertaking" all railways  
lands stations sidings warehouses works and conveniences con-  
nected or held therewith or acquired by the Company under the  
powers of their said Acts and all their rights and interests whether  
with relation to their own undertaking or in or relating to any other  
companies or undertakings) subject to all rentcharges for land  
taken by the Uttoxeter Railway Company under the powers of  
the said Act of 1862 but freed and discharged from all mortgages  
debenture stock or other debts contracts engagements and pecuniary  
liabilities of the Uttoxeter Railway Company And all the powers  
and provisions of the Stafford and Uttoxeter Railway Acts 1862  
and 1879 or such of those powers and provisions as remain in  
force with respect to the levying of tolls rates and charges and the  
maintenance and management of the Uttoxeter Railway or other-  
wise shall apply to and be exercised by the Company after such  
transfer And the Company shall enter into possession of the said  
undertaking on the first day of August one thousand eight hundred  
and eighty-one or so soon afterwards as this Act shall have  
passed.

25 & 26 Vict.  
c. clxxv.  
42 & 43 Vict.  
c. cciii.

The following conditions with reference to such sale and transfer  
shall apply and have effect :

Consider-  
ation for  
sale and  
transfer.

(1) The consideration or purchase-money for the said sale  
and transfer shall be the payment by the Company to the  
Uttoxeter Railway Company of the sum of one hundred  
thousand pounds.



(2) The Company shall within three months after they shall have entered into possession of the undertaking pay to the Uttoxeter Railway Company or as the directors of that company or any three of them shall by writing under their hands direct seventy-five thousand pounds part of the said sum of one hundred thousand pounds. And upon such payment the undertaking of the Uttoxeter Railway Company shall vest in the Company. And a receipt or acknowledgment under the common seal of the Uttoxeter Railway Company authenticated by the signatures of any three of the directors of that company shall be a good and sufficient discharge for the same and the Company shall not be bound to see to the application or be accountable for the non-application of the said purchase-money or any part thereof and the Uttoxeter Railway Company shall indemnify the Company against all and every liability whatever in respect thereof.

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Vesting of  
undertaking.

(3) The Company may hold the balance of twenty-five thousand pounds remaining due of the said purchase-money until the first day of August one thousand eight hundred and eighty-two by way of security against any rentcharges affecting the lands of the Uttoxeter Railway Company and if any such rentcharges exist the Company may deduct from the said balance sums equivalent to the redemption of the said rentcharges at the rate of twenty-five years' purchase thereof and the Company shall on the first day of August one thousand eight hundred and eighty-two pay to the Uttoxeter Railway Company as aforesaid the ultimate balance after making such deduction and shall receive for the same such receipt or acknowledgment as aforesaid.

Security  
against rent-  
charges.

(4) Within one month after the passing of this Act the Uttoxeter Railway Company shall publish notice of their intention to wind up their affairs and distribute their assets and such notice shall state that all persons having any charge lien or incumbrance other than a rentcharge affecting the Uttoxeter Railway or undertaking or having any claim against that company shall send in particulars thereof in writing addressed to the secretary of that company at their office 1 Draper's Gardens Throckmorton Street in the city of London in order that the same may be satisfied or discharged. And such notice shall be advertised once in the "London Gazette" and twice in successive weeks in a newspaper published in London and in a newspaper published in Staffordshire and all claims and demands whatsoever of which the Uttoxeter Company shall not have received notice in writing within twelve calendar

Advertis-  
ment of  
winding up.

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months from the date of the last insertion of such notice shall be barred both against the Uttoxeter Company and the Company and the rights of all persons therein or thereunder shall absolutely cease and determine.

Application  
of purchase  
money.

(5) The Uttoxeter Railway Company shall apply the purchase-money to the following purposes and in the following order :

(a) To the payment of all unpaid purchase-money for land taken by that company under the powers of their Acts together with any interest that may be due thereon and with the costs of the vendors ;

(b) To the payment of any balance due to the receivers on passing their final accounts as also all liabilities properly incurred by them and not discharged at the passing of such accounts and all moneys advanced by or through them for keeping open and working the railway and to the payment of the Uttoxeter Company's costs charges and expenses of and incident to the said sale and purchase and of their Act of 1879 and of this Act and of the receivership ;

(c) To the payment to every holder of Debenture Stock A of the Uttoxeter Company of such a sum not exceeding ninety per centum of the amount of the said debenture stock held by him as the holders of three-fourths in value of the said debenture stock shall signify in writing to the secretary of the said company their willingness to accept in full satisfaction and discharge of all claim upon the Uttoxeter Railway Company or their undertaking whether for principal or interest in respect of the said stock ;

(d) To the payment to every holder of Debenture Stock B of the Uttoxeter Company of such a sum not exceeding fifty per centum of the amount of the said debenture stock held by him as the holders of three-fourths in value of the said debenture stock shall signify in writing to the secretary of the said company their willingness to accept in full satisfaction and discharge of all claim upon the said company or the undertaking whether for principal or interest in respect of the said stock ;

(e) To the payment to every holder of Debenture Stock C of the Uttoxeter Company of such a sum not exceeding thirty per centum of the amount of the said debenture stock held by him as the holders of three-fourths in value of the said debenture stock shall signify in writing to the secretary of the Company their willingness to accept in full satisfaction and discharge of all claim upon the said company



or the undertaking whether for principal or interest in respect of the said stock ;

(f) To the payment to the creditors of the Uttoxeter Company other than those next herein-after provided for of such a sum not exceeding twenty-five per cent. of the amount of their several debts as a majority in number and value of such creditors shall signify in writing to the secretary of the Uttoxeter Company their willingness to accept in full satisfaction and discharge of all claims upon the Company or the undertaking ;

(g) To the payment to every holder of preference stock in the Uttoxeter Company or to every creditor of the Company who at the date of the enrolment of the said Scheme of Arrangement was entitled to preference stock of a sum equal to twenty per centum on the amount of the preference stock held by him or of the debt in respect of which preference stock is issuable ;

(h) And the balance of the purchase-money shall be distributed among the proprietors of shares or stock of the Uttoxeter Railway Company in proportion to the respective interest of each in their undertaking.

- (6) As from the payment of the ultimate balance of the purchase-money by the Company they shall not nor shall their undertaking including therein the undertaking of the Uttoxeter Railway Company be or continue in any way subject or liable to any claims or demands whatsoever on the part of any of the holders of the mortgage or debenture stocks of the Uttoxeter Railway Company or of the creditors or of any of the proprietors of shares or stock of that company or of any other person or persons in respect of any debts contracts or liabilities (other than rentcharges) of the Uttoxeter Railway Company or of any shares or stock of that company.

Undertaking transferred discharged from claims and liabilities.

- (7) In order to such distribution of the balance of the purchase-money distributable among the said proprietors the directors of the Uttoxeter Railway Company shall as soon as may be after the discharge in the manner provided in this Act of all debts and liabilities particulars of which shall have been sent in to them pursuant to sub-section (4) of this section give notice that they will on and after a day to be fixed in the notice make such distribution and the said notice shall be advertised once in the "London Gazette" and a circular letter shall be sent to the proprietors of shares or stock of that company according to their addresses as they appear on the registers of shareholders and the said notices and circulars

Advertisement of distribution of balance.

A.D. 1881. shall specify the places and times at which such distribution will be made.

Payment into Court. (8) When the directors of the Uttoxeter Railway Company are for twelve calendar months after the insertion of the said advertisements unable to ascertain the person to whom any part of the said moneys ought to be paid and who can give an effectual receipt for the same the said directors may at any time thereafter pay the same into the Chancery Division of the High Court of Justice in England under any Act from time to time in force for the relief of trustees.

Dissolution of Uttoxeter Railway Company. (9) When the said purchase-money shall have been applied in accordance with this Act all shares and stock in the capital of the Uttoxeter Railway Company shall immediately thereupon be by this Act cancelled and all liabilities and rights with respect to those shares and stock shall thenceforth be absolutely extinguished and the Uttoxeter Railway Company shall be dissolved. And all minute books books of account vouchers instruments and documents belonging to the same company at the time of the said dissolution shall be delivered to and be thenceforth preserved by the Company. Provided that all deeds muniments of title maps awards agreements instruments and documents relating to the lands of the Uttoxeter Railway Company shall be delivered to the Company at the time of the payment by the Company of the ultimate balance of the purchase-money.

Transfer to be by deed duly stamped. (10) The transfer of the undertaking to the Company shall be evidenced by a deed of conveyance in which the purchase-money shall be fully and truly set forth and the Company shall produce such deed duly stamped with the proper ad valorem stamp duty to the Commissioners of Inland Revenue within three months from the date of vesting and if the Company shall not within the said period of three months produce to the said Commissioners such deed of conveyance duly stamped as aforesaid the ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the date of vesting shall be recoverable from the Company with full costs of suit and all costs and charges attending the same.

Protection of North-western Company. **34.** Notwithstanding the sale and transfer to the Company of the undertaking of the Uttoxeter Railway Company and anything contained in the Acts of 1862 and 1879 the following provisions shall apply and have effect namely :

(1) The London and North-western Railway Company (in this section referred to as the North-western Company) may run



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over and use with their engines waggons trucks and carriages and with their clerks officers and servants the Stafford and Uttoxeter Railway together with the stations sidings watering-places water booking and other offices warehouses telegraphs works and conveniences of and connected therewith subject to the reasonable byelaws and regulations for the time being in force with respect to the railway and premises which may be so used but the local traffic on such railway shall not without the consent in writing of the Company be taken up by the North-western Company at any station thereon and delivered at any other station thereon the terms conditions and regulations in respect of such use and the tolls or other consideration to be paid for the same shall if not agreed upon between the two companies be from time to time determined by arbitration in the manner prescribed by the Railway Companies Arbitration Act 1859.

22 & 23 Vict.  
c. 59.

- (2) Section 39 of the Act of 1862 shall be binding on the Company and applicable so far as the same relates to the lines and stations of the North-western Company.
- (3) The Company shall not use the Stafford Station or any of the works and conveniences belonging thereto or connected therewith for any other than passenger and small parcels traffic.
- (4) The North-western Company shall with their engines carriages waggons and trucks clerks officers and servants have full access free from any toll charge or other payment to the Company by means of and over the junction and railway at Stafford of the Stafford and Uttoxeter Railway to and over the sidings or any additional sidings which the North-western Company have already laid down or may find necessary to lay down there communicating with the siding known as Halls or the Lilleshall Company's siding adjoining the North-western Company's passenger station at Stafford.

**35.** In order to facilitate the transmission of traffic between places upon or beyond the Midland Railway and places on the Uttoxeter Railway the Company shall at all times hereafter afford to the Midland Railway Company all proper reasonable and necessary facilities for the convenient working forwarding and conveyance of such traffic including (among other things) through booking through tickets and invoices through rates and fares and so far as reasonably may be through carriages and waggons and shall perform and provide at the several stations upon the Uttoxeter Railway all proper and sufficient facilities and services in the reception transmission conveyance and delivery of such

Granting powers to Midland Company over Uttoxeter Railway.

A.D. 1881. — traffic and shall accommodate manage and forward the said traffic and give such facilities and services as effectually regularly and expeditiously as if it were their own proper traffic. Provided that the tolls rates and charges for such traffic and the arrangements to be made with respect to such traffic shall be such as may be agreed on between the two companies or failing agreement be determined by arbitration in manner provided by the Railways Clauses Consolidation Act 1845.

Contingent running powers.

**36.** If at any time the Company shall double the Uttoxeter Railway the Midland Railway Company may so soon as a double line of railway is completed and opened for traffic run over and use with their own engines and carriages of every description and with their clerks officers and servants all or any part of the Uttoxeter Railway with the stations watering-places water-booking offices warehouses landing places sidings works and conveniences connected therewith upon payment by the Midland Railway Company to the Company in respect of the running powers exercised by them the mileage proportion attributable to the portion of railway run over of the through rates and fares charged by the Midland Company for the traffic in respect of which the running powers are exercised after deducting from the amount of such through rates and fares (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. And the said payments shall be made monthly in accordance with the regulations of the Clearing House from time to time in force.

Byelaws to be observed.

**37.** The Midland Railway Company in using or traversing the Uttoxeter Railway and in using the stations and conveniences thereof in accordance with the provisions herein-before contained 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 Midland Railway Company.

Protection of local traffic.

**38.** In exercising the powers herein-before granted it shall not be lawful for the Midland Railway Company unless with the previous consent in writing of the Company to take up at any station of the Uttoxeter Railway any passengers parcels animals goods or minerals and to deliver the same at another station of the same railway.

Saving station at Stafford.

**39.** Provided that nothing contained in this Act shall enable the Midland Railway Company to use the station of the London and North-western Railway Company at Stafford unless by agreement with the last-mentioned company.



40. The Company may apply to the purposes of this Act 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 purposes of this Act and for the general purposes of their undertaking from time to time subject to the provisions of Part II. of the Companies Clauses Act 1863 raise in addition to the sums of money which they are already authorised to raise any additional sum or sums not exceeding in the whole one million pounds by the 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 methods respectively which shares or stocks shall form part of the general capital of the Company.

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Company may apply corporate funds to purposes of Act and raise additional capital.

41. The Company shall not issue any share or stock created under the authority of this Act nor shall any such share or stock vest in the person accepting the same unless and until a sum not being less than one-fifth of the amount of such share or stock shall have been paid in respect thereof.

Shares or stock not to vest until one-fifth paid.

42. 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.

Votes in respect of new shares or stock.

43. The Company may from time to time borrow on mortgage additional sums not exceeding in the whole three hundred and thirty-three thousand pounds in respect of the additional capital of one million pounds by this Act authorised to be raised. Provided that in respect of every one hundred thousand pounds of such additional capital issued and accepted and one-half whereof shall have been paid up the Company may borrow a sum or sums not exceeding in the whole thirty-three thousand pounds. But no part of any of the before-mentioned sums of thirty-three thousand pounds shall be borrowed until shares for so much of the said portion of the additional capital in respect of which the borrowing powers are to be exercised 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 portion of additional capital have been issued and accepted and that one-half of such portion has been paid up and that not less than one-fifth part of the amount of each separate share in such portion of capital

Power to borrow.

A.D. 1881. 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 such portion 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 and paid up 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 so far as 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.

Existing mortgages to have priority.

44. 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 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.

Debenture stock.

45. 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 moneys.

46. All moneys raised by the Company under this Act whether by shares stock debenture stock or borrowing shall be applied only to the purposes of this Act and to the general purposes of the Company.

Receipt in case of persons not sui juris.

47. If any money is payable to a holder of shares or stock in the Company being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Interest not to be paid on calls paid up.

48. 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 but nothing in this Act shall prevent the Company from



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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. A.D. 1881.

49. 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. Deposits for future Bills not to be paid out of capital.

50. Nothing in this Act contained shall exempt the Company or the railways from the provisions of any general Act relating to railways or 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. Provision as to general Railway Acts.

51. 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. Expenses of Act.

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SCHEDULE.

SUPERFLUOUS LANDS (WEST RIDING AND GRIMSBY RAILWAY).

WAKEFIELD TO DONCASTER.

Wakefield  
Sandal Magna  
Crofton  
Nostel or Wragby  
Hemsworth  
South Kirkby  
Hooton Pagnall  
Adwick-le-Street  
Owston  
Doncaster  
Arksey

BARNBY DON BRANCH.

Owston  
Doncaster  
Barnby-upon-Don  
Hatfield