



CHAPTER clxxv.

An Act to confer further powers upon the Great Northern Railway Company with respect to their own and other undertakings to enable them to acquire the undertaking of the Hatfield and Saint Albans Railway Company and for other purposes. A.D. 1883.
[2nd August 1883.]

WHEREAS it is expedient that the Great Northern Railway Company (who are meant when the term "the Company" is herein-after used) should be authorised

To make and maintain the Railways and works herein-after described; General purposes of Act.

To widen and improve a certain portion of their Railways in the West Riding of Yorkshire;

To construct the road and footpath herein-after described;

To purchase and acquire additional lands for the purposes of their undertaking;

And whereas it is also expedient that "the Great Northern and Great Eastern Joint Committee" constituted under the powers of the Great Northern and Great Eastern Railway Companies Act 1879 (who are herein-after referred to as "the Joint Committee") should be enabled to construct the works and acquire the lands herein-after described: Great Northern and Great Eastern Joint Committee.
42 & 43 Vict.
c. 110.

And whereas it is also expedient that the reciprocal running powers herein-after contained should be conferred upon the Company and upon the Lancashire and Yorkshire Railway Company with respect to portions of their respective undertakings and that the powers herein-after contained should be conferred upon the Manchester Sheffield and Lincolnshire Railway Company (who are herein-after referred to as "the Sheffield Railway Company") with respect to the construction and ownership of the Crofton Branch Railway herein-after described: Running Powers.

And whereas by virtue of the Hatfield and Saint Albans Railway Act 1862 the Company thereby incorporated (who are herein-
[Local.-175.] A 1 Hatfield and Saint Albans Railway.
25 & 26 Vict.
c. 86.

A.D. 1883. after referred to as "the Saint Albans Railway Company") have constructed a Railway commencing in the Parish of Hatfield by junctions with the Great Northern Railway and terminating at Saint Albans by a junction with the Saint Albans Branch of the London and North-western Railway and in pursuance of the provisions of the said Act and of an agreement between the two companies dated the twenty-third day of August one thousand eight hundred and sixty-two the Great Northern Railway Company have worked and are still working the Saint Albans Railway and have contributed to the capital of the said undertaking twenty thousand pounds :

And whereas the capital of the Saint Albans Railway Company authorised by the said Act is seventy thousand pounds in addition to which amount that company have by the authority of a certificate of the Board of Trade dated the first day of April one thousand eight hundred and sixty-five power to raise by shares fifteen thousand pounds and they may raise by mortgage under the powers of the said Act twenty-three thousand pounds and by virtue of the said certificate five thousand pounds and in fact there is now outstanding and charged upon the said undertaking by mortgage the sum of twenty-three thousand pounds :

And whereas the undertaking of the Saint Albans Railway Company is now in the hands of a receiver and the said company are unable to meet their engagements and it is expedient and will conduce to the usefulness of the undertaking that it should be transferred to the Company and both companies have agreed to such transfer :

Regent's
Canal &c.
Railway.
45 & 46 Vict.
c. 262.

And whereas by the Regent's Canal City and Docks Railway Act 1882 (section 31) certain provisions are made for the future transfer to the Company of the powers conferred by that Act for the construction of the Railways numbers 3c and 3d (of the aggregate length of about eight furlongs) which form junctions with the Great Northern Railway and it is expedient that such transfer should be authorised and that the provisions herein-after contained with respect to such transfer should be made :

Witham
Banks.

And whereas by the 131st section of the Great Northern Railway Act 1846 the Company are lessees for a term of nine hundred and ninety-nine years of the navigation of the River Witham and are liable to maintain the works of navigation and drainage between the High Bridge in the City of Lincoln and the Grand Sluice in the Borough of Boston and are liable to certain duties in repairing and upholding the bridges banks forelands locks and other works connected with the said navigation between the points aforesaid and it is expedient that the provisions herein-after contained should be made with respect to the ownership of part of the bank of the River

Witham in the parishes of Saint Botolph and Saint Peter at Gowts in the City of Lincoln: A.D. 1883.

And whereas it is expedient that the other provisions herein-after 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 authorised to be acquired 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 West Riding of Yorkshire for the Counties of Leicester Stafford Nottingham Cambridge the Isle of Ely the County of the City of Lincoln and the Parts of Holland and the Parts of Kesteven in Lincolnshire and the said documents are herein-after 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:

1. This Act may be cited as the Great Northern Railway Act Short title.
1883.

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— Incorporation of general Acts.

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.

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. Interpretation.

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.

A.D. 1883.

Power to
make Rail-
ways &c.

4. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited Plans and Sections the 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 :—

DUDLEY HILL TO LOWMOOR.—A Railway (No. 1) (2 miles 1 furlong 6 chains in length) commencing by a junction with the Gildersome Branch of the Great Northern Railway in the township of Tong and parish of Birstal and terminating by a junction with the Lancashire and Yorkshire Railway (Bradford and Halifax Branch) about 400 yards north of the booking office at the Low Moor Station of that Company in the township of North Bierley and parish of Bradford.

A Railway (No. 2) (1 mile 5·5 chains in length) commencing by a junction with Railway No. 1 herein-before described in the township of North Bierley about 80 yards north of Shertcliffe Lane and terminating in the township of Hunsworth in the said parish of Birstal by a junction with the said Gildersome Branch.

Provided that the Company shall not under the powers of this Act purchase and take for the purposes of the said Railway (No. 2) more than one and three-quarter acres of the commonable land known as “Toftshaw Moor” in the said township of Hunsworth nor more than a quarter of an acre of the said commonable land in the said township of North Bierley.

BRANCH AT LAISTERDYKE.—A Railway (No. 3) (5 furlongs 4 chains in length) wholly in the township of Pudsey and parish of Calverley commencing by a junction with the Shipley Branch of the Great Northern Railway and terminating by a junction with the Great Northern (Leeds and Bradford) Railway.

BRANCH AT DEWSBURY.—A Railway (No. 4) (5 furlongs 4 chains in length) commencing by a junction with the Great Northern (Ossett to Dewsbury) Railway in the township and parish of Dewsbury and terminating by a junction with the Dewsbury and Thornhill Branch of the Lancashire and Yorkshire Railway in the township and parish of Thornhill.

CROFTON BRANCH.—A Railway (No. 5) (1 mile 4 furlongs in length) commencing in the township of Walton in the parish of Sandal Magna by a junction with the West Riding and Grimsby

Railway and terminating by a junction with the Lancashire and Yorkshire Railway in the township and parish of Crofton.

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All the foregoing Railways are wholly in the West Riding of Yorkshire.

EATON BRANCH.—A Railway (No. 6) (3 miles and 4 chains in length) wholly in Leicestershire commencing in the parish of Waltham by a junction with the Waltham Branch of the Company and terminating in the parish of Eaton in a field known as the Sandhole belonging or reputed to belong to the Duke of Rutland.

RAILWAY AND ROAD AT STAFFORD.—A Railway (No. 7) (3 furlongs 3·65 chains in length) wholly in the parish of Castlechurch in Staffordshire commencing by a junction with the Stafford and Uttoxeter Line of the Company near the south end of the bridge carrying that line over the River Sow and terminating at or near the north side of the Doxey Road about 30 yards westward of Broadeye Bridge and the Company may and shall abandon the construction of the Railways Nos. 12 and 13 (“Railways at Stafford”) described in and authorised by the Great Northern Railway Act 1882;

Railway &c.
at Stafford.

Abandonment of
“Railways at
Stafford”
authorised
by Act of
1882.
Sect. 5.

A new road commencing in the said parish of Castlechurch on the western bank of the River Sow about 220 yards northward of Broadeye Bridge and terminating in the parish of Saint Mary Stafford at the western side of Foregate Street;

FOOTPATH AT SPALDING.—The Company may construct a new footpath wholly in the Parts of Holland in Lincolnshire commencing in the parish of Spalding in the footpath in Stepping Stone Lane about 50 yards east of the Great Northern Railway passing over the said Railway by a footbridge and terminating in the parish of Pinchbeck in the footpath leading from Stepping Stone Lane Spalding to Two Planks Bridge and when the said new footpath is completed and opened to the public the Company may stop up so much of the said footpath leading from Stepping Stone Lane to Two Planks Bridge as lies between the said commencement and termination of the new footpath and the site and soil of so much of the said footpath so closed as lies between the fences of the Company shall thenceforth be vested in the Company and all rights of way in and over the same shall be extinguished and the said new footpath excepting so much thereof as is within the fences of the Company shall be maintained and repaired by the body or persons now liable to maintain and repair the existing footpath.

5. If in the execution of any of the works authorised by this Act any reservoir water main or pipe or other waterwork of the

For protection of
the Bradford
Corporation.

A.D. 1883. Corporation shall be in any way interfered with such works of the Company shall be executed in accordance with a plan to be previously agreed on between the respective engineers of the Company and the Corporation or failing agreement as may be directed by some other engineer to be agreed on or failing agreement by an engineer to be appointed by the Board of Trade. Each of the parties shall bear their own costs and the charges of the reference (if any) shall be borne by the parties in equal moieties.

The words "Company" and "Society" as applied to suppliers of water under the sections numbered from 18 to 23 both inclusive of the Railways Clauses Act 1845 shall mean and include the Corporation.

For protection of the corporation of Dewsbury.

6. For the protection of the mayor aldermen and burgesses of the Borough of Dewsbury in this section referred to as "the Corporation" the following provisions shall have effect (that is to say):

- (1.) The said Railway No. 4 shall be carried over the River Calder by means of a bridge of not more than two spans;
- (2.) In constructing the said Railway from its junction with the Great Northern (Ossett to Dewsbury) Railway to the point where the same is intended to cross the River Calder the said Railway shall be carried over the lands under and through a portion of which certain sewerage works of the Corporation are constructed and for a distance of not less than two hundred yards measured in a north-easterly direction from the point on the north-east side of the River Calder at which it is intended that the said Railway shall cross that river on a viaduct the arches of which shall be of not less than twenty-one feet in width and have a clear height from the surface of the ground to the underside of the centre of the said arches of not less than seventeen feet and no excavations in connexion with the making of such viaduct shall be made within six feet of any part of the said sewerage works;
- (3.) All works matters or things which the Company may be empowered or required to do or execute at over or affecting the said sewerage works shall be done and executed by and at the expense of the Company but to the reasonable satisfaction of the engineer for the time being of the Corporation such works matters or other things shall not be commenced till after fourteen days notice thereof in writing together with a plan and section of the proposed work shall have been given by the Company to and shall have been approved of by the Corporation;
- (4.) The Company shall bear the reasonable expenses of and incidental to the superintendence and watching by the Corpora-

tion or their engineer or workmen of the works of the Company during the progress and until the completion thereof so far as they affect the said sewerage works; A.D. 1883.

(5.) If any injury to or interruption in the proper working of the sewerage works shall in any way be occasioned by the Company or by the acts or defaults of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them during the construction or after completion of the works authorised by this Act the Company shall pay and make compensation to the Corporation for all inconvenience loss or damage they may sustain through such injury or interruption and shall indemnify the Corporation against all damages claims penalties and costs which may arise directly or indirectly from such injury or interruption;

(6.) If any difference shall arise between the Company or their engineer and the Corporation or their engineer with respect to the amount of any costs expenses or charges under the provisions of this Act or any Act incorporated herewith to be paid by the Company to the Corporation or with respect to any work matter or thing authorised by this Act with reference to the sewerage works of the Corporation under such provisions to be done or executed by the Company or the mode of doing or executing the same such difference shall be settled by arbitration in accordance with the provisions of the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

7. Whereas the Railway in this Act called "Railway No. 4 (Branch at Dewsbury)" is intended to be carried across the Dewsbury Branch Canal (in this section called "the Canal") therefore the following provisions shall unless otherwise agreed between the Company and the Undertakers of the Navigation of the River Aire and Calder in the County of York (herein-after called "the Undertakers") apply for the protection of the canal (that is to say);

For protection of Dewsbury Canal.

(1.) In carrying the said Railway over the canal the Company shall not alter the line or level of the canal or the towing-path thereof nor shall they during the construction of the said Railway or of the bridge herein-after mentioned or during any future repairs thereof or at any time thereafter (either temporarily or permanently) obstruct or impede the navigation of the canal nor shall they enter upon take or use except as herein-after mentioned any lands belonging or in lease to the Undertakers;

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- (2.) The said Railway shall be carried across the canal by a bridge of stone brick or iron or any of those materials combined and the said bridge shall be constructed so as to cross the canal and the towing-path thereof by a single span without causing any contraction in the width of the canal and towing-path and the abutments of such bridge shall be placed in such positions as shall be fixed by the engineer of the Undertakers having due regard to the centre line of the Company's Railway;
- (3.) No part of the soffit or underside of the arch or girders of the bridge shall be lower than thirteen feet above the ordinary top-water level of the canal at the point of crossing;
- (4.) The bridge and works connected therewith and all future repairs thereof and all temporary works during the construction of such bridge shall be constructed under the inspection and to the reasonable satisfaction of the engineer for the time being of the Undertakers and according to plans sections and specifications to be previously approved by such engineer and the engineer of the Company or in the event of difference by an umpire to be appointed by the Board of Trade on the application of either party;
- (5.) The bridge and works connected therewith shall be completed within eighteen months from the time at which the same are commenced;
- (6.) The Company shall maintain the bridge in good and substantial repair and in the event of it being at any time out of repair or of any obstruction or impediment being at any time hereafter caused to the navigation of the canal or the traffic thereof by reason of any of the works or operations of the Company or by reason of any omission or neglect on the part of the Company to remove anything causing such obstruction or impediment the Undertakers may after giving the Company seven days notice of their intention so to do repair such bridge or remove such obstruction or impediment as the case may be and may recover the expense of such repair or removal from the Company with full costs of suit in any court of competent jurisdiction;
- (7.) The Company shall not without such consent as aforesaid take or acquire any right or interest in any lands belonging or leased to the Undertakers other than an easement for constructing maintaining and using the said bridge and Railway under and subject to the conditions herein-before contained;
- (8.) In case during the execution of the works of the Company or of any subsequent alteration or repair thereof or of any

failure or defect therein any steam-vessel boat barge or other vessel passing or intending to pass along the canal or the horses locomotives or other tractive or propellant power moving the same shall at any time be obstructed or impeded then and in every such case the Company shall pay to the Undertakers as and by way of liquidated damages the sum of ten pounds for every hour during which any such obstruction or impediment shall continue after twelve hours notice given by the Undertakers to the Company or their secretary of the existence of such obstruction or impediment and if such obstruction or impediment shall continue beyond seventy-two consecutive hours after such notice or shall have been occasioned by any wilful act or omission on the part of any person employed by the Company or their contractors then and in every such case the Company shall pay as and by way of liquidated damages to the Undertakers the sum of twenty pounds for every hour during which such obstruction or impediment shall continue and in case the bridge shall not be completed within the time herein-before limited for the completion thereof the Company shall pay as and by way of liquidated damages to the Undertakers the sum of ten pounds for every day after the expiration of that period until such bridge and the works connected therewith shall be completed Provided that nothing herein contained shall prevent the Undertakers from recovering against the Company beyond the amount of such liquidated damages or prevent any person using the canal from recovering against the Company any special damage that may be sustained by them or any of them or that they or any of them may be liable to pay for or by reason of any act or default of the Company and the Undertakers and any such person using the canal are hereby authorised to sue for and recover any such liquidated or special damage with full costs of suit in any court of competent jurisdiction ;

(9.) Except as otherwise expressly provided nothing in this Act shall alter prejudice or affect any of the rights privileges or powers vested in the Undertakers by Act of Parliament or otherwise.

8. 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 tolls and rates and all other purposes whatsoever be part of the Great Northern Railway and of the undertaking of the Company.

Railways
to form part
of Great
Northern
Railway.

A.D. 1883.

Inclination
of road.

9. In altering for the purposes of this Act the road next hereinafter mentioned the Company may make the same of any inclination not steeper than the inclination herein-after mentioned in connexion therewith (that is to say) :—

No. on Deposited Plans.	Parish.	Description of Road.	Intended Inclination.
9	Goadby Marwood -	Public Road - -	1 in 13 on the one side and 1 in 16 on the other.

Period for
completion
of Railways.

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

Penalty
unless Rail-
ways are
opened
within the
time limited.

11. If the Company fail to complete the Railways which they are herein-before authorised to construct within the period 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.

12. 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 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 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 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.

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—
Application
of Penalty.

13. The abandonment by the Company under the authority of this Act of the Railways herein-before 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 or the Great Northern Railway Act 1882.

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

14. 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

A.D. 1883.
—
respect of
portions of
Railways
abandoned.

of any land for the purposes of or in relation to any of the Railways 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.

Power to
widen and
improve
portion of
the Railway
of the Com-
pany.

WIDENING
AT LOFT-
HOUSE
NORTH
JUNCTION.

15. 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 portion of their undertaking herein-after mentioned and lay down additional lines of Railway thereon or 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 relating thereto as may be required for that purpose.

The portion of the undertaking of the Company hereby authorised to be widened and improved is :

A portion of the Company's West Yorkshire Railway wholly in the West Riding of Yorkshire commencing in the parish and township of East Ardsley by a junction with the said West Yorkshire line at or near the south face of the bridge carrying Ardsley Fall Lane over the said Railway and terminating in the township of Stanley-cum-Wrenthorpe in the parish of Wakefield by a junction with the Curve leading from Lofthouse North Junction to the Methley Branch near the south-west corner of Messrs. Hudson's Alum Works.

Power to
Great
Northern
and Great
Eastern
Joint Com-
mittee to
make New
Roads &c.

16. Subject to the provisions of this Act the Great Northern and Great Eastern Joint Committee may in the line shown on the deposited Plans and according to the levels shown upon the deposited Sections relating thereto make the roads footpaths and other works herein-after described with all proper works and conveniences connected therewith and may exercise the powers herein-after mentioned and 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 those purposes (that is to say) :

FOOTPATH AT RUSKINGTON.—A footpath in the parish of Ruskington in the Parts of Kesteven in Lincolnshire commencing in the footpath leading from Ruskington to Anwick about sixty-six

yards east of the eastern fence of the Spalding to Lincoln Railway and terminating in the public road leading from Ruskington to Anwick about forty yards north-east of the north-east end of the bridge carrying that road over the said Railway. And when the said footpath is completed and opened to the public the level crossing of the said Railway by the said existing footpath shall be and is hereby abolished and all rights of way over so much of the said footpath as lies between the said public road and the commencement of the intended footpath shall be and are hereby extinguished and the sight and soil thereof between the fences of the Railway of the Joint Committee shall be and are hereby vested in the Joint Committee. And the said new footpath when completed shall be maintained and repaired by the body or persons who are now liable for the maintenance and repair of the roads in the said parish.

ROAD AT DUNSTON.—A new road in the parish of Dunston in the Parts of Kesteven commencing in the public road leading from Dunston Church to Coleby at or near the bridge carrying the Spalding and Lincoln Railway over the said road and terminating in the public road known as Back Lane at the south-west side of the level crossing of the said Railway by Back Lane. And when the said new road is completed and opened to the public the level crossing of the said Railway by Back Lane shall be and is hereby abolished and all rights of way over the said level crossing shall be and are hereby extinguished and the site and soil thereof between the fences of the Railway of the Joint Committee shall be and are hereby vested in the Joint Committee. And the said new road when completed shall be maintained and repaired by the body or person or persons who are now liable for the maintenance and repair of the existing road. The Joint Committee may from time to time enter into agreements with the road authority or any person or persons interested therein with relation to the construction maintenance and repair of the said new road or any matter incidental thereto.

ROAD AT ROULSTON.—The Joint Committee in the parish of Roulston in the said Parts of Kesteven may alter the level of the road leading from Roulston to Roulston Fen so that the said road may cross on the level the said Spalding and Lincoln Railway.

FOOTPATHS AT METHERINGHAM.—The said Joint Committee may in the parish of Metherringham in the Parts of Kesteven abolish the level crossing of their Railway about three hundred and eight yards north-westward of their Metherringham Station by the footpath leading from the junction of Cow Lane and Moor

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Lane in the village of Metheringham to the junction of Fen Lane and Water Lane and also to the ford in Water Lane at the north-east corner of the field known as Rough Barfs and may appropriate the site and soil of the level crossing.

FOOTPATH AT LINCOLN.--The Joint Committee may abolish in the parish of Saint Mary-le-Wigford and the parish of South Common both in the City of Lincoln and County of the same City the level crossing of their Railway by the footpath leading from Lorne Street Lincoln across the public common known as the Cowpaddle to the Lincoln and Washingborough Road and may substitute for the existing level crossing a footbridge and may divert the course and may vary the levels of so much of the said public footpath as lies between the south end of Lorne Street aforesaid and a point about fifty yards therefrom measured in a south-easterly direction along the said footpath and when the said footbridge is open for public use all rights of way over the said level crossing and over so much of the said footpath as is proposed to be diverted shall be and are hereby abolished and the sight and soil of the said level crossing shall be and are hereby vested in the Joint Committee.

Power to deviate in construction of roads.

17. The Company and the Joint Committee as the case may be in constructing the new roads and alteration of roads and footpaths 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 or footpath.

Power to Great Northern Railway Company to purchase additional lands.

18. 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 improvement 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 and they may retain and hold such of the said lands as have already been purchased by them.

HONINGTON.--Certain lands in the parish of Honington in the Parts of Kesteven bounded on the north by the Sleaford and Boston Line of the Company and the Honington Passenger Station thereof and lying between the public road at the east

end of the said passenger station and the public road leading from Marston to Honington.

MUSKHAM.—Certain lands in the parish of North Muskham in Nottinghamshire bounded on the west by the main line of the Great Northern Railway and on the south-east by the Great North Road.

NEWARK.—Certain lands in the parish of Newark in Nottinghamshire adjoining the eastern side of the Company's Newark and Bottesford Railway.

SUTTON.—Certain lands in the parish of Sutton-on-Trent in the County of Nottingham lying on both sides of the main line of the Company and bounded on the west by the Great North Road.

RANSKILL.—Certain lands in the township of Ranskill in the parish of Blyth in Nottinghamshire adjoining the east side of the Company's Railway.

19. Subject to the provisions of this Act the Joint Committee may enter upon take use and appropriate to purposes connected with their joint 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):

Power to Great Northern and Great Eastern Joint Committee to acquire additional lands.

Certain lands in the chapelry of March in the parish of Doddington in Cambridgeshire adjoining the western side of the March and Spalding Railway and lying on the north side of the road leading to Norwood House.

20. Any land within the Middle Level which may be required to be taken or used by the Joint Committee and which at the time of the passing of this Act shall under or by virtue of any Act of Parliament be subject to any drainage taxes shall remain and be subject to all such drainage taxes as now are or hereafter shall be imposed on the said lands under or by virtue of such Act.

Land taken by Joint Committee to be subject to drainage taxes.

21. And whereas in the construction of the Railways and works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of the lands buildings or manufactories shown on the deposited Plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and persons interested in the properties mentioned in the Schedule to this Act and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be

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

A.D. 1883. submitted be severed from the remainder of such properties without material detriment thereto be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof or other parties interested therein by severance or otherwise.

Power to take easements &c. by agreement.

22. 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 and to the Joint Committee 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.

23. The powers 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.

Lands for extraordinary purposes.

24. 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 two acres.

Notice to be given of taking houses of labouring classes.

25. 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 accommodation for persons of the labouring classes to be displaced.

26. 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 dwellings 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.

27. The Company may run over and use with their engines and carriages of every description and with their clerks officers and servants and for the purposes of traffic of all kinds all or any part of the portions of railways herein-after mentioned together with all stations watering places booking offices warehouses landing places sidings works and conveniences connected therewith respectively that is to say :

Running powers to Company over portions of Lancashire and Yorkshire Railway.

So much of the Lancashire and Yorkshire Railway as lies between the junction therewith of Railway No. 5 near Crofton authorised by this Act and Halifax by way of Mirfield Brighouse and North Dean ;

So much of the Lancashire and Yorkshire Railway (Dewsbury Branch) as lies between the junction therewith of the Railway No. 4 by this Act authorised and the two junctions of the said branch with the main line of the Lancashire and Yorkshire Railway near Thornhill Lees Lock including the said junctions ;

So much of the Lancashire and Yorkshire Railway as lies between the Thornhill junction thereof and the Low Moor junction by way of Heckmondwike Liversedge and Cleckheaton together with the Fork or Junction Railway which the Lancashire and Yorkshire Railway Company are by a Bill pending in Parliament in the present session seeking power to construct to connect their Cleckheaton branch with their main line.

28. The Lancashire and Yorkshire Railway Company may run over and use with their engines and carriages of every description and with their clerks officers and servants and for the purposes of traffic of all kinds all or any part of the railways and portions of railways herein-after mentioned together with all stations watering places booking offices warehouses landing places sidings works and conveniences connected therewith respectively that is to say :

Running powers to the Lancashire and Yorkshire Railway Company over portions of West Riding and Grimsby Railway and railway of the Company.

So much of the West Riding and Grimsby Railway (belonging to the Company jointly with the Manchester Sheffield and Lincolnshire Railway Company) as lies between the junction therewith of Railway No. 5 at Crofton by this Act authorised and Doncaster :

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Railway No. 1 (Dudley Hill to Low Moor) and Railway No. 3 (Branch at Laisterdyke) and Railway No. 4 (Branch at Dewsbury) by this Act authorised;

So much of the Great Northern Railway as lies between the junction with that railway of the said Railway No. 4 and the junction of the Leeds and Wakefield Railway of the Great Northern Railway with the railways from Beeston to Batley authorised by the Great Northern Railway Act 1881 together with the last-mentioned railways; and

So much of the Gildersome and Shipley Branches of the Company as lies between Dudley Hill and the junction with the Shipley Branch of the Railway No. 3 by this Act authorised.

Conditions
for running
powers.

29. In exercising the powers herein-before granted to the Company and the Lancashire and Yorkshire Railway Company respectively for the use of the portions of their respective undertakings the following conditions shall apply:

(a.) The two companies shall respectively have the right when exercising their respective running powers to fix all rates not exceeding in any case the maximum authorised rates to and from stations on their own line from and to stations on the line of the other;

(b.) All necessary facilities including through booking through waggon and carriages shall be afforded by the Great Northern and Lancashire and Yorkshire Railway Companies respectively to the other so as to render the running powers effectual in the interests of the two companies and of the public and the two companies shall mutually afford to each other all usual facilities for through booking between their respective undertakings including places not served by the running powers herein-before conferred on the companies respectively;

(c.) The company owning the station shall receive the station to station terminal as fixed from time to time by the Clearing House and also an allowance of six pence per ton out of the carted terminal for clerkage and other services and accommodation connected therewith and each of the two companies shall have the right to employ its own cartage agents for goods and parcels at the stations of the other.

Mutual
indemnity.

30. The Great Northern Company separately and the Great Northern Company and the Sheffield Railway Company jointly as the case may be shall indemnify the Lancashire and Yorkshire Railway Company against any loss costs charges damages or expenses to be incurred sustained or occasioned by any wrongful act neglect or default of the Great Northern Company separately or of the Great Northern Company and the Sheffield Railway Company jointly or of

any person employed by them respectively and reciprocally the Lancashire and Yorkshire Railway Company shall indemnify the Great Northern Company and also the Great Northern and Sheffield Railway Companies against any loss costs charges damages or expenses to be incurred sustained or occasioned by any wrongful act neglect or default of the Lancashire and Yorkshire Railway Company or of any person employed by them.

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31. Each of the two companies shall pay to the other company in respect of the running powers exercised by them under the authority of this Act the mileage proportion attributable to the portion of railway run over of the 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-three and a third per centum for working expenses to the carrying company And the said payments shall be paid monthly in accordance with the regulations of the Clearing House from time to time in force.

As to payments in respect of running powers

32. In exercising the powers herein-before granted it shall not be lawful for either of the companies using the railway of the other company unless with the previous consent in writing of such other company whose railway is so used to take up at any station thereof any passengers parcels animals goods or minerals and to deliver the same at another station of such company.

Protection of local traffic.

33. The companies in using or traversing the said portions of railways respectively 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 railway or portion of railway so used so far as such byelaws shall be applicable to the company exercising the said powers.

Byelaws to be observed.

34. If within six months after the passing of this Act the Sheffield Railway Company shall give notice in writing under their common seal to the Company of the desire of the Sheffield Railway Company to become joint owners of the Crofton Branch Railway (No. 5) herein-before authorised and shall in the said notice undertake to pay to the Company one half of the costs of constructing the said branch railway and incidental thereto including the purchase of lands and other interests for the purposes thereof the Sheffield Railway Company shall as and from the date of the said notice or of the completion of the said branch railway as may be agreed upon between the two companies either jointly and at equal expense

Sheffield Railway Company may become joint owners of Railway No. 5 (Crofton branch).

A.D. 1883. — construct or (as the case may be) after the construction thereof become joint owners of the said branch railway and the same shall thenceforth be deemed to be part of the West Riding and Grimsby Railway and to be vested in the two companies jointly upon the same conditions on which they are now joint owners of that railway.

Purchase of Hatfield and Saint Albans Railway.

35. The Company shall purchase and the Saint Albans 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 connected or held therewith or acquired by the said company under the powers of their said Act 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 Saint Albans Railway Company under the powers of the said Act of 1862 and subject to all contracts obligations debts and liabilities of the Saint Albans Railway Company but freed and discharged as between them and the Saint Albans Railway Company from all unpaid purchase money for land and from all mortgages debenture stock or other debts contracts engagements and pecuniary liabilities of the Saint Albans Railway Company And all the powers and provisions of the Hatfield and Saint Albans Railway Act 1862 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 Saint Albans Railway and the raising of capital by shares and by borrowing or otherwise shall apply to and be exercised by the Company after such transfer And the transfer shall date from the first day of November one thousand eight hundred and eighty-three And on that day the agreement subsisting between the two companies dated the twenty-third day of August one thousand eight hundred and sixty-two shall cease. Subject nevertheless to any payments due from the Company to the Saint Albans Railway Company down to the said date of transfer.

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

Consideration 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 Saint Albans Railway Company of the sum of fifty-one thousand five hundred pounds.

Vesting of undertaking.

(2.) The Company shall on or before the date of such transfer pay to the Saint Albans Railway Company or as the directors of that company or any three of them shall by writing under their hands direct thirty-one thousand five hundred pounds part of the said sum of fifty-one thousand five hundred pounds

A.D. 1883.

And upon such payment the undertaking of the Saint Albans Railway Company shall vest in the Company And a receipt or acknowledgment under the common seal of the Saint Albans 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 Saint Albans Railway Company shall indemnify the Company against all and every liability whatever in respect thereof.

(3.) The Company may hold the balance of twenty thousand pounds remaining due of the said purchase money until the first day of March one thousand eight hundred and eighty-four by way of security against any rentcharge affecting the lands of the Saint Albans 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 March one thousand eight hundred and eighty-four pay to the Saint Albans Railway Company as aforesaid the ultimate balance after making such deduction together with interest on the said balance of twenty thousand pounds after the rate of four per centum per annum from the first day of November one thousand eight hundred and eighty-three to the first day of March one thousand eight hundred and eighty-four and shall receive for the same such receipt or acknowledgment as aforesaid.

(4.) Within one month after the passing of this Act the Saint Albans 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 Saint Albans Railway or undertaking or having any claim against that company shall send in particulars thereof in writing addressed to the secretary of that company 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 the county of Hertford and all claims and demands whatsoever of which the Saint Albans Railway Company shall not have received notice in writing within six calendar months from the date of the last insertion of such notice shall be barred both against the Saint Albans Railway Company and the Company and the rights of all persons therein or thereunder shall absolutely cease and determine.

Advertisement of winding up.

A.D. 1883.

Application
of purchase
money.

(5.) The Saint Albans 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 (if any) 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 receiver on passing his final account as also all liabilities properly incurred by him and not discharged at the passing of such account and all moneys advanced by or through him for keeping open and working the railway and to the payment of the Saint Albans Railway Company's costs charges and expenses of and incident to the said sale and purchase and of this Act and of the receivership and of winding up the affairs of that company ;

(c.) To the discharge upon such terms as have been or may be agreed upon of any mortgages judgment or simple contract debts due from that company ;

(d.) To the payment to the ordinary shareholders of the Saint Albans Railway Company of twenty-three per centum of the amount received by that company in respect of the shares held by such shareholders respectively ;

(e.) The balance of the purchase money after payment of all claims against the Saint Albans Company shall be paid to Messrs. Smith Payne and Smiths bankers of Lombard Street in further and final discharge of the debt due by the Saint Albans Company to them.

(6.) In order to such distribution of the balance of the purchase money distributable among the said proprietors the directors of the Saint Albans 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 shall specify the places and times at which such distribution will be made.

(7.) After the discharge of any mortgages due from the Saint Albans Company on the application of that company to be

Advertise-
ment of dis-
tribution of
balance.

As to pay-
ment of
balance.

A.D. 1883.

made to the Chancery Division of the High Court of Justice in the cause "Earl of Essex v. Hatfield and Saint Albans Railway Company 1870 E No. 51" the balance in court standing to the credit of the said cause also the moneys of the Saint Albans Company in the hands of the receiver and all further moneys payable under the provisions of this Act by the Company to the Saint Albans Company in respect of the traffic of the Saint Albans Company shall subject to such order if any as to the payment thereof of any costs as the judge may direct be transferred and paid to the Saint Albans Company. When the same has been so transferred and paid it shall be applied and be distributable in accordance with the foregoing provisions relating to the purchase money ;

- (8.) All moneys so paid to or distributed among the creditors and shareholders of the Saint Albans Railway Company shall be subject and liable to the same trusts powers provisions declarations agreements charges liens and incumbrances as immediately before the distribution affected such debts and shares and so as to give effect to and not revoke any testamentary disposition of or affecting such debts or shares ;
- (9.) The several persons whose names appear in the books of the Saint Albans Railway Company as the holders of shares therein at the time of completing the purchase shall unless the directors of the Saint Albans Company receive notice to the contrary be deemed to be the persons entitled to participate in the distribution of so much of the aforesaid moneys as is by this Act directed to be distributed among the holders of shares in the Saint Albans Railway Company ;
- (10.) All trustees executors administrators and all guardians and committees of the estates of infants idiots or lunatics in whose respective names any share of the Saint Albans Railway Company is or shall be standing may give effectual and conclusive receipts for the money which may under the provisions herein-before contained be paid to them and every such receipt shall be a sufficient discharge to the Saint Albans Railway Company and shall release them and the directors and officers thereof from all obligation in respect of the money for or in respect of which such receipt shall be given and in respect of the application thereof ;
- (11.) On payment of the several judgment and other debts due by the Saint Albans Railway Company in such proportions as may be agreed upon the respective judgment and other creditors shall deliver up to the directors all collateral securities of whatever description held by them and those securities shall thereupon be cancelled by the directors ;

Moneys when distributed to be subject to same trusts &c. as shares of St. Albans Railway.

Shareholders at the time of transfer to be persons entitled to receive purchase money.

Executors &c. empowered to give receipts.

On payment of judgment debts collateral securities to be delivered up and cancelled.

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Directors
exempt from
liability ex-
cept for
moneys re-
ceived by
them.

Cases in
which un-
distributed
assets may
be paid into
court.

Further pro-
vision as to
undistributed
assets.

Dissolution
of Saint
Albans
Railway
Company.

Transfer to
be by deed.

(12.) The directors shall not be charged with any more moneys than they respectively shall actually receive by virtue of this Act and no one or more of them shall be answerable or accountable for the others or other of them or for their or his acts or defaults and they respectively shall not be answerable for any accidental or involuntary loss damage or increased expense consequent upon the exercise of any of the powers hereby given to the directors ;

(13.) If at the expiration of six months after the completing of the purchase any part of the purchase money or of any other assets of the Saint Albans Railway Company remains undistributed for any of the following reasons the directors may at any time thereafter pay the same into the High Court of Justice Chancery Division under any Act from time to time in force for the relief of trustees (that is to say) :

First by reason of the same not having been claimed by any person entitled thereto :

Second by reason of any person or persons claiming or both claiming the same or not having shown to the satisfaction of the directors a sufficient title thereto :

Third by reason of the person claiming the same being under any disability or incapacity and no person competent to give an effectual receipt for the same having claimed the same on behalf of such person ;

(14.) All moneys to be from time to time paid into court under this Act may and shall be paid into the High Court of Justice Chancery Division according to the provisions of the Acts from time to time in force for the relief of trustees and shall be paid to an account ex parte the Saint Albans Railway Company ;

(15.) When the said purchase money shall have been applied in accordance with this Act the Saint Albans 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 Saint Albans 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 ;

(16.) 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.

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36. The Saint Albans Railway Company shall within one month of the date of transfer pay to the London and North Western Railway Company the sum of five hundred pounds which sum the latter company have agreed to accept in full satisfaction of the judgment debt of seven hundred and thirteen pounds eleven shillings and tenpence due to them from the Saint Albans Company and also in satisfaction of the interest due or to become due upon such debt from the date of judgment.

For the protection of the London and North Western Railway Company.

37. The powers conferred upon the Regent's Canal City and Docks Railway Company of making and maintaining the Railways No. 3 c and No. 3 d in the parish of St. Mary Islington described in and authorised by the "Regent's Canal City and Docks Railway Act 1882" together with all the rights powers and privileges of the said Company with reference to the acquisition of lands and the construction and maintenance of the said Railways and the works incidental thereto so far as the same relate or are applicable to the said Railways are by this Act transferred to and vested in the Company and shall and may be exercised by the Company as fully and effectually to all intents and purposes as if the powers contained in the said Act of 1882 with reference to the said Railways had been thereby conferred upon the Company instead of upon the Regent's Canal City and Docks Railway Company subject nevertheless to the provisions contained in sub-section B of section 133 (for the protection of the Corporation of London) of that Act and the said Railways No. 3 c and No. 3 d shall for the purposes of toll and all other purposes whatsoever be deemed to be parts of the Great Northern Railway and of the undertaking of the Company.

Transfer to Company of powers with respect to Railways 3c and 3d authorised by Regent's Canal City and Docks Railway Act 1882.

(Sect. 31.)

38. The Joint Committee of the one part the Trustees of the Lincoln West Drainage of the second part and the Trustees or other representatives of the late Colonel Richard Ellison deceased of the third part may enter into agreements with respect to the ownership and maintenance of so much of the bank of the River Witham and the Delph (now under the jurisdiction of the said Drainage Trustees) as is situate in the parishes of Saint Botolph and Saint Peter at Gowts in the City of Lincoln and may make and accept such conveyance and transfers and enter into such covenants as shall give effect to any such agreement.

Provision as to banks of River Witham at Lincoln.

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Power to
Company to
apply their
funds to-
wards pur-
poses of Act.

39. The Company may apply to the purposes of this Act to which capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise by virtue of any Acts relating to the Company and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Power to
Great
Northern
and Great
Eastern
joint com-
mittee to
apply cor-
porate funds.

40. The Joint Committee may apply to the purposes of this Act which they are authorised to carry into effect and to which capital is properly applicable any of the moneys which they have now in their hands or which they have power to raise by virtue of any Acts relating to them and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Provision as
to General
Railway
Acts.

41. 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.

Reserving
the rights
of the
Middle
Level and
other Com-
missioners.

42. Nothing herein contained shall in any manner diminish alter affect or take away any of the rights privileges powers and authorities now exercised or capable of being exercised by or vested in the Middle Level Commissioners or in any other commissioners of drainage or body acting in execution of any Act of Parliament affecting any fen lands or grounds within the Middle Level or any part thereof.

Costs of Act.

43. 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.

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Describing LANDS BUILDINGS and MANUFACTORIES of which portions only may be required

Parish.	Numbers on Plans deposited with respect to this Act.
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DUDLEY HILL TO LOW MOOR.

Birstal	134.
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RAILWAY AND ROAD AT STAFFORD.

Saint Mary Stafford	1, 2, 3.
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