



CHAPTER xciv.

An Act to incorporate a Company for the construction of the Nottingham Suburban Railway ; and for other purposes. A.D. 1886.

[25th June 1886.]

WHEREAS the construction of the railways herein-after described between the Nottingham and Grantham and Derby and Staffordshire lines of the Great Northern Railway near Nottingham would be of public and local advantage :

And whereas the persons in this Act named are willing with others at their own expense to construct such railways and are desirous of being incorporated into a company for the purpose :

And whereas plans and sections of the said railways showing the lines and levels thereof with a book of reference to the plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands through which the said railways will pass were duly deposited with the clerks of the peace for the county and the town and county of the town of Nottingham and are herein-after respectively referred to as the deposited plans sections and book of reference :

And whereas it has been found desirable to alter the mode of junction of the Railway No. 1 by this Act authorised with the Nottingham and Grantham line of the Great Northern Railway and plans and sections (in this Act referred to as "the amended plans and sections") showing the lines and levels of such alteration and also a book of reference (in this Act referred to as "the amended book of reference") containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands through which the said alteration will pass have been deposited with the said clerks of the peace respectively :

And whereas it is expedient that the Company incorporated by this Act should be empowered to enter into agreements with the Great Northern Railway Company as herein-after mentioned and that the agreement between the said companies which is set forth in the schedule to this Act should be confirmed :

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And whereas the purposes aforesaid cannot be accomplished without the authority of Parliament:

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

Short title.

1. This Act may be cited for all purposes as the Nottingham Suburban Railway Act 1886.

Incorporation of general Acts.

2. The Companies Clauses Consolidation Act 1845 Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 the Lands Clauses Consolidation Acts 1845 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883 the Railways Clauses Consolidation Act 1845 and Part I. (relating to construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction. The expression "the Company" means the Company incorporated by this Act the expressions "the railway" or "the railways" and "the undertaking" mean respectively the railways and the undertaking by this Act authorised and the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Company incorporated.

4. Edward Gripper Thomas Hill Henry Milward Baines John Wesley Lewis Robert Mellors and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a company for the purpose of making and maintaining the railways and for other the purposes of this Act and for those purposes shall be incorporated by the name of "the Nottingham Suburban Railway Company" and by that name shall be a body corporate with perpetual succession and a common seal and with

power to purchase take hold and dispose of lands and other property for the purposes of this Act. A.D. 1886.

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 deposited and amended plans and sections the railways hereinafter described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited and amended book of reference as may be required for that purpose The railways herein-before referred to and authorised by this Act are:—

Power to
make rail-
ways.

Railway No. 1 Three miles six furlongs five chains and fifty links in length commencing in the parish of Sneinton in the town and county of the town of Nottingham by a junction with the Nottingham and Grantham line of the Great Northern Railway at a point two chains or thereabouts in a westerly direction from the bridge carrying the said line over Meadow Lane and terminating in the parish of Arnold in the county of Nottingham by a junction with the Derby and Staffordshire line of the Great Northern Railway near the Daybrook Station:

Railway No. 2 Nine chains in length situate wholly in the parish of Sneinton in the town and county of the town of Nottingham commencing by a junction with the Railway No. 1 near the junction of Thorney Wood Lane with Carlton Road and terminating near the junction of the occupation road leading from Thorney Wood Lane to the Nottingham Patent Brick Company's works with Thorney Wood Lane.

6. The capital of the Company shall be two hundred and fifty thousand pounds in twenty-five thousand shares of ten pounds each. Capital.

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

Shares not to
be issued
until one
fifth part
thereof shall
have been
paid up.

8. One fifth of the amount of a share shall be the greatest amount of a call and two months at least shall be the interval between successive calls and four fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share. Calls.

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Power to
divide
shares.

9. Subject to the provisions of this Act the Company with the authority of three fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose may from time to time divide any share in their capital into half shares of which one shall be called "preferred half share" and the other shall be called "deferred half share" but the Company shall not so divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole amount payable thereon) and the residue to the credit of the preferred half share.

Dividends on
half shares.

10. The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half shares in manner following (that is to say) First in payment of dividend after such rate not exceeding six per centum per annum as shall be determined once for all at a general meeting of the Company specially convened for the purpose on the amount for the time being paid up on the preferred half share and the remainder (if any) in payment of dividend on the deferred half share and the Company shall not pay any greater amount of dividend on the two half shares than would have from time to time been payable on the entire share if the same had not been divided.

Dividends on
preferred
half shares
to be paid
out of the
profits of the
year only.

11. Each preferred half share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid in priority to the deferred half share bearing the same number but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half share for that year no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the Company.

Half shares
to be regis-
tered and
certificates
issued.

12. Forthwith after the creation of any half shares the same shall be registered by the directors and each half share shall bear the same number as the number of the entire share certificate in respect of which it was issued and the directors shall issue certificates of the half shares accordingly and shall cause an entry to be made in the register of the entire shares of the conversion thereof but the directors shall not be bound to issue a certificate of any half share until the certificate of the existing entire share be delivered to them to be cancelled unless it be shown to their satisfaction that such certificate is destroyed or lost and on any certificate being so delivered up the directors shall cancel it.

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13. The terms and conditions on which any preferred half share or deferred half share created under this Act is issued shall be stated on the certificate of each such half share.

Terms of
issue of half
shares to be
stated on
certificates.

14. The provisions of the Companies Clauses Consolidation Act 1845 with respect to the forfeiture of shares for non-payment of calls shall apply to all preferred half shares created under the authority of this Act and every such preferred half share shall for that purpose be considered an entire share distinct from the corresponding deferred half share and until any forfeited preferred half share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof and of the arrears of calls for the time being due thereon with interest.

Forfeiture of
preferred
half shares.

15. No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Preferred
half shares
not to be
cancelled or
surrendered.

16. The several half shares under this Act shall be half shares in the capital of the Company and every two half shares (whether preferred or deferred or one of each) held by the same person shall confer such right of voting at meetings of the Company and (subject to the provisions herein-before contained) shall confer and have all such other rights qualifications privileges liabilities and incidents as attach and are incident to an entire share.

Half shares
to be half
shares in
capital.

17. If any money is payable to a shareholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Receipt in
case of per-
sons not sui
juris.

18. The Company may in respect of the capital of two hundred and fifty thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole eighty-three thousand three hundred pounds but no part of such sum shall be borrowed until shares for the whole capital 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 fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of the capital have been issued and accepted and that one half of such capital has been paid up and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such capital was issued bonâ fide and is held by the persons or corporations to whom the same was issued or their executors administrators successors or assigns and that such persons

Power to
borrow.

A.D. 1886. or corporations 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 shall be sufficient evidence thereof.

For appointment of a receiver.

19. The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than seven thousand pounds in the whole.

Power to create debenture stock.

20. 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 and of all mortgages at any time created and issued by the Company under this Act or any subsequent Act shall subject to the provisions of any subsequent Act rank *pari passu* (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

21. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only for the purposes of this Act to which capital is properly applicable.

First ordinary meeting.

22. The first ordinary meeting of the Company shall be held within six months after the passing of this Act.

Number of directors.

23. The number of directors shall be five but the Company may from time to time reduce the number provided that the number be not less than three.

Qualification of directors.

24. The qualification of a director shall be the possession in his own right of not less than fifty shares.

Quorum.

25. The quorum of a meeting of directors shall be three but if the number of directors be reduced to three the quorum shall be two.

First directors.

26. Edward Gripper Thomas Hill Henry Milward Baines John Wesley Lewis and Robert Mellors shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act. At that meeting the shareholders present personally or by proxy may either

Election of directors.

continue in office the directors appointed by this Act or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act being if qualified eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained for reducing the number of directors) elect persons to supply the place of the directors then retiring from office agreeably to the provisions in the Companies Clauses Consolidation Act 1845 contained and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

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27. The following provisions for the protection of the London and North-western Railway Company (herein-after referred to as "the North-western Company") shall apply and have effect:

For the protection of the London and North-western Railway Company.

(1.) The Company shall construct Railway No. 1 where it is intended to be carried across the North-western Company's authorised railway at Nottingham in accordance with the amended plan and section and so that no portion thereof at such crossing shall be more than sixteen feet north-westward of the centre line as shown on the said plan and the said Railway No. 1 shall be carried over the said authorised railway so as to leave undisturbed at all times the lines of railway and other works connected therewith of the North-western Company at such crossing including the junction of the said authorised railway with the Great Northern Railway and so as in no way to obstruct impede or interfere with the free and uninterrupted and safe use of the said authorised railway and works of the North-western Company or with the traffic thereon and if any such obstruction or interference shall be caused or take place the Company shall pay to the North-western Company in respect thereof full compensation to be recovered together with costs in any court of competent jurisdiction:

(2.) If by reason of the construction of the said Railway No. 1 it shall become necessary to add to or alter the signal or signals upon the said authorised railway the same shall be so added to or altered by the North-western Company and the reasonable expense thereof shall be repaid to the North-western Company by the Company:

(3.) The said portion of Railway No. 1 and all works (both temporary and permanent) necessary or incident to the construction thereof or affecting the property and works of the North-

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western Company shall be executed in accordance with the provisions of this section by and in all things at the expense of the Company and to the reasonable satisfaction of the principal engineer of the North-western Company :

- (4.) The Company shall not except with the previous consent of the North-western Company under their common seal purchase or acquire any lands or property of the North-western Company but the Company may purchase and take and the North-western Company shall sell and grant accordingly an easement or right of using so much of the lands of the North-western Company as may be necessary for the construction of the said portion of Railway No. 1 and the works necessary or incident thereto in accordance with the provisions of this section :
- (5.) During the construction of the said portion of railway and works over across and adjoining and near to or affecting the railways property and works of the North-western Company the Company shall bear and on demand pay to the North-western Company all reasonable expense of the employment by them if necessary of a sufficient number of inspectors or watchmen to be appointed by the North-western Company for watching their railways and the works thereof with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise :
- (6.) The Company shall at all times maintain the said portion of Railway No. 1 and all the works connected therewith or incidental thereto in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if and whenever the Company fail so to do the North-western Company may make and do in and upon as well the lands of the Company as their own lands all such works repairs and things as they may reasonably think requisite in that behalf and the reasonable amount of such expenditure shall be repaid to the North-western Company by the Company and in default may be recovered by them from the Company with full costs in any court of competent jurisdiction :
- (7.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the North-western Company all costs losses damages and expenses which may be occasioned to that company or to their railway works or

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not less than those specified in the table next following (that is to say) :—

Name of Street.	Clear Span.	Headway.
Trent Lane - - - -	26 feet	15 feet
Colwick Road - - -	40 feet	16 feet
Sneinton Dale Road - -	30 feet	15 feet

and the specified headways of the several bridges shall be clear throughout the length of the bridges and shall not be less than fourteen feet over any part of the carriageway :

(4.) If within three months after the passing of this Act the corporation by notice in writing require the Company to increase the span of the bridge carrying the railway over Trent Lane the Company shall construct the bridge of such additional span but the extra cost in complying with such requisition shall be defrayed by the corporation :

(5.) If within three months after the passing of this Act the corporation or any of the owners of land adjoining the bridge carrying the railway over Sneinton Dale Road by notice in writing require the Company to construct side arches of not more than ten feet span for footpaths on each side of the said bridge the Company shall construct such side arches but the cost incurred by the Company in complying with such requisition shall be defrayed by the corporation or landowner so making the requisition :

(6.) The Company shall not without the consent of the corporation divert Wells Road but shall carry the railway over that road by a bridge of three arches the centre arch of which shall be not less than twenty-eight feet clear span and the side arches not less than ten feet clear span and the headway of the said centre arch shall be not less than sixteen feet clear throughout its whole length and width :

(7.) The Company shall divert the two roads known as Thorney Wood Rise and Holly Gardens numbered respectively on the deposited plans 135 and 169 in the parish of Sneinton by means of a new road of not less than eighteen feet in width to be constructed by the Company along the west side of the railway and within the limits of deviation shown on the said plans commencing at Holly Gardens and terminating at Carlton Road and the Company shall construct a footbridge over the

railway for the use of foot passengers between Thorney Wood Rise and Thorney Wood Lane The said new road and footbridge shall respectively be constructed to the reasonable satisfaction of the borough surveyor :

- (8.) The abutments and foundations of all bridges over any streets constructed under this Act shall be carried to such a depth below the surface thereof as shall be reasonably required by the borough surveyor as to allow the corporation to relay or repair any sewer main or other pipe :
- (9.) The bridges for carrying Carlton Road and Thorney Wood Lane respectively over the railway together with the approaches thereto shall be between the parapets thereof of the full width of such streets respectively at the respective points of crossing and provision shall be made to the satisfaction of the corporation for carrying on or under such bridges any sewers drains gas or water mains pipes and apparatus of the corporation and in such a manner as to admit of easy access thereto for the purpose of examination alteration renewal or repair and as regards water mains for protecting the same from frost :
- (10.) The Company shall construct and maintain on each side and for the full length of every bridge carrying any street over the railway a substantial parapet or close screen not less than six feet in height above the level of the roadway on such bridge and shall construct on each side of the approaches to such bridge a fence or close screen of the same height in continuation of the parapets to the extent of the wing walls of such bridges :
- (11.) The parapets or screens on all public road bridges within the borough made by the Company shall not be used for the posting of bills or other advertising purposes :
- (12.) Whenever it may be necessary to intercept or interfere with any existing sewer or drain the Company shall before intercepting or interfering with such existing sewer or drain construct according to a plan to be reasonably approved of by the corporation another sewer or drain in lieu of and of not less than equal capacity with the sewer or drain so proposed to be intercepted or interfered with and such substituted sewer or drain shall be connected by and at the expense of the Company with any existing sewer or drain which may be intercepted or interfered with and in such manner as shall be reasonably approved by the corporation :
- (13.) Whenever the water or gas mains pipes or apparatus of the corporation shall be severed or interfered with in the execution of any of the powers of this Act and wherever it is

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necessary for maintaining the supply of water or gas to lay additional mains or pipes such additional mains or pipes shall previous to the severance or interference be laid by the corporation at the expense of the Company :

(14.) If by reason of the execution of any of the powers of this Act the corporation shall necessarily incur any cost in altering any existing sewer drain gas or water main pipe or apparatus the Company shall repay to the corporation such additional cost :

(15.) If by reason of the execution of any of the powers of this Act any additional sewers or drains gas or water mains or pipes or any increased length of sewers drains gas or water mains or pipes or any additional apparatus shall become necessary the same shall be forthwith constructed and laid by the Company according to such plan and section and in such reasonable manner as shall be approved by the corporation :

(16.) In case it shall be necessary to construct the railway over any sewer drain gas or water main of the corporation provision shall be made to the satisfaction of the corporation for protecting such sewer drain gas or water main from injury and for affording easy access thereto for the purpose of examination alteration renewal or repair :

(17.) Where the surface of any street has been interfered with or disturbed by the Company in constructing the railway the Company shall well and sufficiently and to the reasonable satisfaction of the corporation restore the surface so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration :

(18.) The corporation and the Company may enter into and carry into effect agreements for any variation in the works to be done under this section or in the mode of executing the same :

(19.) Any difference which may arise between the corporation and the Company as to the true intent and meaning of any of the provisions of this Act relating to works to be executed and powers to be exercised in the borough of Nottingham or as to the mode of giving effect thereto shall be determined in the manner prescribed in the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

29. 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.

30. And whereas in the construction of the railways by this Act authorised or otherwise in the exercise of the powers of this Act it

Lands for
extra-
ordinary
purposes.

Owners may
be required
to sell parts

may happen that portions only of the houses or other 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 :

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only of
certain
properties.

Therefore notwithstanding section ninety-two of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the houses or other buildings or manufactories herein-after described and whereof portions 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 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 and other persons interested therein by severance or otherwise :

Provided always that if in the opinion of the jury arbitrators or other authority as aforesaid any such portions cannot be severed from the remainder of such properties without material detriment thereto the Company may withdraw their notice to treat for the portion of the property required by them and thereupon they shall pay to the owners of and other persons interested in the property in respect of which they have given notice to treat all costs charges and expenses reasonably and properly incurred by them in consequence of such notice :

The properties above referred to are the following (that is to say) :—

Number on deposited Plans.	Description of Property.
43 in the parish of Sneinton -	Brickyards claypits sheds and tramways.
2 in the parish of Basford -	Brickfields works kilns roads tramway-sheds offices pigsty pits stables ponds plantations and premises.

31. (1.) The Company shall not under the powers of this Act purchase or acquire in any city borough or urban sanitary district or any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were

Provisions as
to displacing
persons of
labouring
class.

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(a.) They shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case: and

(b.) They shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme:

(2.) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Local Government Board have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme:

(3.) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced:

Provided that the Local Government Board may dispense with the last-mentioned requirement subject to such conditions (if any) as they may see fit:

(4.) Any conditions subject to which the Local Government Board may have approved of any scheme under this section or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of Mandamus to be obtained by the Local Government Board out of the Queen's Bench Division of the High Court of Justice:

(5.) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court of Justice and

shall be carried to and form part of the Consolidated Fund of the United Kingdom: A.D. 1886.

Provided that the court may if it think fit reduce such penalty :

(6.) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections one hundred and seventy-six and two hundred and ninety-seven of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act :

(7.) The Company may on any lands belonging to them or purchased or acquired under this section or any provisional order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking :

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the passing of this Act be appropriated for the purpose of dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment :

Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as they may see fit :

(8.) So much of section one hundred and fifty-seven of the Public Health Act 1875 as provides that the provisions of that section and of sections one hundred and fifty-five and one hundred and fifty-six of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by the Company for the purpose of any scheme under this section :

(9.) The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in relation to any scheme under this section and for giving effect to

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(10.) The Company shall pay to the Local Government Board a sum to be fixed by that board in respect of the preparation and issue of any provisional order in pursuance of this section and any expenses incurred by that board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that board not exceeding three guineas a day for the services of such inspector :

(11.) For the purposes of this section the expression "labouring class" includes mechanics artizans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

Period for compulsory purchase of lands.

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

Power to owners &c. to grant easements.

33. 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 in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Power to corporation of Nottingham to accept shares in payment of land.

34. And whereas the Railway No. 1 by this Act authorised is intended to be constructed in part through lands belonging or reputed to belong to the mayor aldermen and burgesses of the borough of Nottingham (herein-after called "the corporation") and the construction thereof will be of special benefit to the inhabitants of the town and borough of Nottingham and it is expedient that the corporation should be empowered to assist such construction as herein-after provided Therefore the corporation may take and accept in payment of the whole or such part as they think proper of

the purchase money of any lands of the corporation required and taken by the Company for the purposes of the said railway or of this Act such an amount of fully paid up shares in the capital of the Company as may be agreed upon and the corporation may hold such shares or any part thereof or may sell and dispose of the same as they may think fit:

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During such time as the corporation hold such shares or any part thereof all interest or dividends received by them in respect of the same shall be carried to the credit of the borough fund and if such shares or any part thereof shall be sold the same shall (unless the Local Government Board otherwise direct) be sold at the best price that can be gotten for the same and the proceeds of such sale shall be applied in the manner provided by the Municipal Corporations Act 1882 with reference to the investment of the moneys arising from the sale of corporate lands under that Act.

35. Whereas pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty chapter twenty a sum of nine thousand four hundred and fifty-four pounds being equal to five per centum upon the amount of the estimate in respect of the railways has been deposited with the Paymaster-General for and on behalf of the Supreme Court of Judicature in respect of the application to Parliament for this Act which sum is referred to in this Act as "the deposit fund": Be it enacted that notwithstanding anything contained in the said Act the said deposit fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them (which persons survivors or survivor are or is in this Act referred to as "the depositors") unless the Company shall previously to the expiration of the period limited by this Act for completion of the railways open the same for the public conveyance of passengers Provided that if within such period as aforesaid the Company open any portion of the railways for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the portion of the railways opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the portion of the railways so opened bears to the entire length of the railways the said court shall on the application of the depositors or the majority of them order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall

Deposit
money not
to be repaid
except so
far as rail-
ways opened.

A.D. 1886. be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application
of deposit.

36. If the Company do not previously to the expiration of the period limited by this Act for the completion of the railways complete and open the same for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the "London Gazette" shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railways or any portion thereof or who 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 has 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 in England may seem fit and if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund 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 Chancery Division thinks fit to order on the application of the solicitor to 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 Chancery 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 Provided that until the deposit fund has been repaid to the depositors or has become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

Period for
completion
of works.

37. If the railways 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 to the Company for making and completing the railways or otherwise in relation thereto shall cease to be exercised except as to so much thereof as shall then be completed.

38. The Company from time to time may lawfully demand and take in respect of the use of the railways any tolls not exceeding the following (that is to say):—

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Tolls.

In respect of passengers conveyed upon the railways or any part thereof as follows—

Passengers.

For any person per mile twopence and if conveyed in or upon any carriage belonging to the Company an additional sum per mile of one penny :

In respect of animals conveyed upon the railways or any part thereof as follows:—

Animals.

For every horse mule ass or other beast of draught or burden per mile threepence and if conveyed in or upon any carriage belonging to the Company an additional sum per mile of one penny :

For every ox cow bull or head of neat cattle per mile twopence and if conveyed in or upon any carriage belonging to the Company an additional sum per mile of one penny :

For every calf pig sheep lamb or other small animal per mile three farthings and if conveyed in or upon any carriage belonging to the Company an additional sum per mile of one farthing :

In respect of goods conveyed on the railways as follows:—

Tonnage on
articles of
merchandise.

For all dung compost common manures undressed materials for the repair of public roads or highways coals culm cinders cannel ironstone iron ore limestone clay (except fireclay) chalk sand and slag per ton per mile one penny farthing and if conveyed in carriages belonging to the Company an additional sum per ton per mile of one halfpenny :

For all coke charcoal pig-iron bar-iron rod-iron sheet-iron hoop-iron plates of iron wrought-iron heavy iron castings railway chairs slabs billets and rolled iron guano and artificial manures lime bricks tiles slates salt fireclay and stone per ton per mile one penny halfpenny and if conveyed in carriages belonging to the Company an additional sum per ton per mile of one penny :

For all sugar grain corn flour hides dyewoods earthenware timber staves deals metals (except iron) nails anvils vices chains and light iron castings per ton per mile twopence and if conveyed in carriages belonging to the Company an additional sum per ton per mile of one penny :

For all cotton and other wools drugs manufactured goods fish and all other wares merchandise articles matters or things per ton per mile threepence and if conveyed in carriages belonging to the Company an additional sum per ton per mile of one penny :

A.D. 1886.

And for every carriage of whatever description not being a carriage adapted and used for travelling on a railway and not weighing more than one ton carried or conveyed on a truck or platform belonging to the Company per mile sixpence and a sum of one penny halfpenny per mile for every additional quarter of a ton or fractional part of a quarter of a ton which any such carriage may weigh.

Regulations
as to tolls.

39. The following provisions and regulations apply to the fixing of all tolls (that is to say):—

Short
distances.

For persons animals or things conveyed on the railways for a less distance than three miles the Company may demand and receive the before-mentioned tolls as for three miles :

Fractional
parts of a
mile.

For a fraction of a mile beyond three miles or beyond any greater number of miles the Company may demand tolls for such fraction in proportion to the number of quarters of a mile contained therein and if there be a fraction of a quarter of a mile such fraction shall be deemed a quarter of a mile :

Fractional
parts of a
ton.

For a fraction of a ton the Company may demand tolls according to the number of quarters of a ton in such fraction and if there be a fraction of a quarter of a ton such fraction shall be deemed a quarter of a ton :

General
weight.

With respect to all articles except stone and timber the weight shall be determined according to the imperial avoirdupois weight :

Weight of
stone and
timber.

With respect to stone and timber fourteen cubic feet of stone forty cubic feet of oak mahogany teak beech or ash and fifty cubic feet of any other timber shall be deemed one ton weight and so in proportion for any smaller quantity.

Tolls for
small parcels
and articles
of great
weight.

40. With respect to small packages not exceeding five hundred pounds in weight and single articles of great weight notwithstanding the rates prescribed by this Act the Company may demand and take any tolls not exceeding the following (that is to say):—

For the carriage of small parcels on the railways as follows :

For any parcel not exceeding seven pounds in weight three-pence :

For any parcel exceeding seven pounds and not exceeding fourteen pounds in weight fivepence :

For any parcel exceeding fourteen pounds and not exceeding twenty-eight pounds in weight sevenpence :

For any parcel exceeding twenty-eight pounds and not exceeding fifty-six pounds in weight ninepence :

And for any parcel exceeding fifty-six pounds and not exceeding five hundred pounds in weight the Company may demand for

A.D. 1886.
Maximum
rates for
animals and
goods.

44. The maximum rate of charge to be made by the Company for the conveyance of animals and things on the railways including the tolls for the use of the railways and of carriages and for locomotive power and every other expense incidental to the conveyance (except a reasonable sum for loading and unloading of goods at any terminal station of such goods and for delivery and collection and any other services incidental to the business or duty of a carrier where such services or any of them are or is performed by the Company) shall not exceed the following sums (that is to say):—

For every horse mule ass or other beast of draught or burden conveyed in or upon any carriage per mile fourpence :

For every ox cow bull or head of neat cattle conveyed in or upon any carriage per mile threepence :

For every calf or pig conveyed in or upon any carriage per mile one penny :

For every sheep lamb or other small animal conveyed in or upon any carriage per mile three farthings :

For all dung and other goods herein-before classed therewith per ton per mile one penny halfpenny :

For all coke and other goods herein-before classed therewith per ton per mile twopence :

For all sugar and other goods herein-before classed therewith per ton per mile threepence :

For all cotton and other goods herein-before classed therewith per ton per mile fourpence :

And for every carriage of whatever description not being a carriage adapted and used for travelling on a railway and not weighing more than one ton carried or conveyed on a truck or platform per mile sixpence and one penny halfpenny for every additional quarter of a ton which such carriage may weigh :

Provided also that when a separate waggon or truck shall be retained by one person for the conveyance only of cattle or sheep belonging to him or under his charge the aggregate of the tolls to be paid for such waggon or truck capable of containing six oxen or twenty-five sheep and not containing more than that number shall not exceed ninepence per mile.

Terminal
station.

45. No station shall be considered a terminal station in regard to any goods conveyed on the railways unless such goods have been received thereat direct from the consignor or are directed to be delivered thereat to the consignee.

Foregoing
charges not
to apply to

46. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railways in respect

the first fifty-six pounds one shilling and for every additional fifty-six pounds or fractional part of fifty-six pounds above the first fifty-six pounds sixpence:

Provided always that articles sent in large aggregate quantities although made up in separate parcels such as bags of sugar coffee meal and the like shall not be deemed small parcels but that term applies only to single parcels in separate packages:

For the carriage of single articles of great weight as follows:—

For the carriage of any single article the weight of which including the carriage exceeds four tons but does not exceed eight tons the Company may demand any sum not exceeding sixpence per ton per mile:

For the carriage of any single article the weight of which including the carriage exceeds eight tons the Company may demand and take any sum they think fit.

41. The toll which the Company may demand and receive for the use of locomotive engines for propelling carriages on the railways shall not exceed one penny per mile for each passenger or animal or for each ton of goods or other articles.

Limiting charges for propelling power.

42. Every passenger travelling upon the railways may take with him his ordinary luggage not exceeding the weight following (that is to say):—

Passengers luggage.

Every passenger travelling in a first-class carriage one hundred and twenty pounds in weight:

Every passenger travelling in a second-class carriage one hundred pounds in weight:

Every passenger travelling in a third-class carriage sixty pounds in weight:

without any charge being made for the carriage thereof.

43. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railways including the tolls for the use of the railways and of carriages and for locomotive power and every other expense incidental to the conveyance shall not exceed the following (that is to say):—

Maximum rates for passengers.

For every passenger conveyed in a first-class carriage threepence per mile:

For every passenger conveyed in a second-class carriage twopence per mile:

For every passenger conveyed in a third-class carriage one penny per mile.

of which the Company may make such charges as they think fit but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods upon the railways.

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special
trains.

47. Nothing in this Act shall prevent the Company from taking any increased charges over and above the charges by this Act limited for the conveyance of animals or goods of any description by agreement with the owners or persons in charge thereof either by reason of any special service performed by the Company in relation thereto or in respect of the conveyance of animals or goods (other than small parcels) by passenger trains.

Company
may take
increased
charges by
agreement.

48. The book tables or other document in use for the time being containing the general classification of goods carried by goods or merchandise train on the railways shall during all reasonable hours be open to the inspection of any person without the payment of any fee at every station at which goods or merchandise are received for transmission and such book tables or other document as annually revised shall be kept on sale at the principal offices of the Company at a price not exceeding one shilling :

Classifica-
tion table to
be open for
inspection
and copies to
be sold.

The Company shall within one week after application in writing made to the Secretary of the Company by any person interested in the carriage of any goods which have been or are intended to be carried over the railways render an account to the person so applying in which the charge made or claimed by the Company for the carriage of such goods shall be divided and the charge for conveyance over the railways shall be distinguished from the terminal charges (if any) and if any terminal charge is included in such account the nature and detail of the terminal expenses in respect of which it is made shall be specified :

Terminal
charges if
any to be
specified on
application.

If the Company fail to comply with the provisions of this section they shall for each offence and in the case of a continuing offence for every day during which the offence continues be liable to a penalty not exceeding five pounds which penalty shall be recovered and applied in the same manner as penalties imposed by section fourteen of the Regulation of Railways Act 1873.

Penalty.

49. The agreement set forth in the schedule to this Act is hereby confirmed and made binding upon the Company and the Great Northern Railway Company respectively and full effect may and shall be given thereto Provided always that the said agreement shall be subject to revision by the Railway Commissioners in the manner provided by section twenty-seven of the Railways Clauses Act 1863 as amended by the Regulation of Railways Act 1873.

Confirming
agreement
with Great
Northern
Railway
Company.

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Power to
Company
and Great
Northern
Railway
Company
to make
agreements.

50. The Company on the one hand and the Great Northern Railway Company on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Regulation of Railways Act 1873 from time to time enter into agreements with respect to the following purposes or any of them (that is to say):—

The working use management and maintenance of the railways and works:

The supply of rolling stock and machinery for the purposes and during the continuance of any agreement for the working and use of the railways by the Great Northern Railway Company and of officers and servants for the conduct of the traffic of the railways:

The payments to be made and the conditions to be performed with respect to such working use management and maintenance:

The interchange accommodation conveyance and delivery of traffic coming from or destined for the respective undertakings of the said companies:

The collection payment division apportionment appropriation and distribution of the tolls rates charges receipts and revenues levied taken or arising from that traffic the sums or considerations whether annual or in gross and the rents payments allowances rebates and drawbacks to be paid made or allowed by either of the contracting companies to the other of them for or on account of any of the matters to which the respective contract agreement or arrangement relates.

Tolls on
traffic con-
veyed partly
on railways
of Company
and partly on
railways of
Great
Northern
Railway
Company.

51. Where under the provisions of this Act traffic is conveyed partly on the railways of the Company and partly on the railways of the Great Northern Railway Company the said railways shall for the purposes of short distance tolls and charges be considered as one railway and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railways and partly on the railways of the Great Northern Railway Company for a less distance than three miles tolls and charges may only be charged as for three miles and in respect of passengers for every mile or fraction of a mile beyond three miles tolls and charges as for one mile only and in respect of animals and goods for every quarter of a mile beyond three miles tolls and charges as for a quarter of a mile only and no other short distance charge shall be made for the conveyance of passengers animals or goods partly on the railways and partly on the railways of the Great Northern Railway Company.

52. Notwithstanding anything in the Companies Clauses Consolidation Act 1845 contained it shall be lawful for the Company out of any moneys by this Act authorised to be raised to pay interest at such rate not exceeding three pounds per centum per annum as the directors may determine to any shareholder on the amount from time to time paid up on the shares held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the railways or such less period as the directors may determine but subject always to the conditions herein-after stated (that is to say):—

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Power to
Company to
pay interest
on capital
during con-
struction.

(a.) No such interest shall begin to accrue until the Company shall have obtained a certificate from the Board of Trade that two thirds at least of the share capital authorised by this Act in respect of which such interest may be paid has been actually issued and accepted and is held by shareholders who or whose executors administrators or assigns are legally liable for the same :

(b.) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear :

(c.) The aggregate amount so payable for interest shall not exceed sixteen thousand five hundred pounds and shall not be deemed to be capital within the meaning of section eighteen of this Act and the amount by that section authorised to be borrowed shall be reduced by one third of the aggregate amount so payable for interest :

(d.) Notice that the Company have power to pay interest out of capital shall be given in every prospectus advertisement or other document of the Company inviting subscriptions for shares and in every certificate of shares :

(e.) The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section :

Save as herein-before set forth no interest or dividend shall be paid out of any share or loan capital which the Company are by this Act authorised to raise 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 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.

53. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any

Deposits for
future Bills
not to be

A.D. 1886.
paid out of
capital.

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.

Provisions of
general
railway
Acts.

54. Nothing in this Act shall exempt any Company in this Act mentioned or the railways of any such Company 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 authorised to be taken by any such Company.

Costs of Act.

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

SCHEDULE referred to in the foregoing Act.

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AN AGREEMENT made the thirteenth day of May one thousand eight hundred and eighty-six Between EDWARD GRIPPER of the town of Nottingham Gentleman THOMAS HILL of the town of Nottingham aforesaid Hosiery Manufacturer HENRY MILWARD BAINES of the town of Nottingham aforesaid Grocer JOHN WESLEY LEWIS of the town of Nottingham aforesaid Iron Merchant and ROBERT MELLORS of the town of Nottingham aforesaid Accountant the Promoters of the NOTTINGHAM SUBURBAN RAILWAY COMPANY (herein-after called "the Nottingham Company") of the one part and the GREAT NORTHERN RAILWAY COMPANY (herein-after called "the Great Northern Company") of the other part.

WHEREAS the above-named Edward Gripper Thomas Hill Henry Milward Baines John Wesley Lewis and Robert Mellors have deposited a Bill in the present session of Parliament seeking thereby authority to incorporate the Nottingham Company with power to construct two railways in the Bill described as follows:—

Railway No. 1—Three miles five furlongs and two chains in length commencing in the parish of Sneinton in the town and county of the town of Nottingham by a junction with the Nottingham and Grantham line of the Great Northern Railway near the bridge carrying the said line over the Nottingham and Lincoln branch of the Midland Railway at Trent Lane and terminating in the parish of Arnold in the county of Nottingham by a junction with the Derby and Staffordshire line of the Great Northern Railway near the Daybrook Station :]

Railway No. 2—Nine chains in length situate wholly in the parish of Sneinton in the town and county of the town of Nottingham commencing by a junction with the Railway No. 1 near the junction of Thorney Wood Lane with the Carlton Road and terminating near the junction of the occupation road leading from Thorney Wood Lane to the Nottingham Patent Brick Company's Works with Thorney Wood Lane :

And whereas it has been proposed that the Great Northern Company shall undertake the working and management of the said railways if and when constructed which they have consented to do upon condition that the said Railway No. 1 and the proposed junction with the said Nottingham and Grantham line of the Great Northern Company shall be diverted as herein-after mentioned and upon the other terms and conditions herein-after appearing Now these presents witness and it is hereby mutually agreed between and by the parties hereto as follows :

1. The promoters of the said Bill shall if possible in the present session of Parliament obtain authority to abandon so much of Railway No. 1 as lies between

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the authorised commencement thereof at the junction with the Nottingham and Grantham line of the Great Northern Company and a point near the Colwick Road marked as two furlongs upon the plans deposited with the clerk of the peace for the county of Nottingham in respect of the said railways and to construct in lieu thereof a line of railway to pass over the said Nottingham and Grantham line to the west of and near Trent Lane by means of a viaduct and to form a junction with the said Nottingham and Grantham line at a point about three chains west of Meadow Lane as shown upon the plan and section of the said deviated railway deposited with the clerk of the peace for the county of Nottingham on the twenty-first day of April one thousand eight hundred and eighty-six.

2. In case the authority of Parliament to such diversion as aforesaid shall not be obtained in the present session the Nottingham Company shall at their own expense use their best endeavours in the next session of Parliament to obtain such authority unless the Great Northern Company shall apply to Parliament for the like purpose in which case the Nottingham Company shall to the utmost of their power assist in the promotion of such application.

3. The expression "the said railway" whenever herein made use of shall mean and include the said Railways No. 1 and No. 2 herein-before described if authorised but as to Railway No. 1 with such deviation as aforesaid or such railways as shall be authorised giving substantially the same railway accommodation and the stations sidings approaches yards buildings junctions lands works and conveniences connected therewith.

4. Subject to the obtaining of the necessary parliamentary powers the Nottingham Company shall construct and within the period authorised by Parliament complete the said railway as a double line on the usual gauge.

5. The said railway shall be constructed in an efficient and satisfactory manner with all proper and sufficient junctions sidings stations station houses station fittings weighing machines sheds warehouses cranes cattle pens turntables signals electric telegraphs telegraph instruments residences for station-masters gatekeepers houses at level crossings and all other works appliances and conveniences so that the said railway shall be approved by the Board of Trade as being in all respects fit to be opened and used for public traffic and shall also be constructed to the reasonable satisfaction of the engineer for the time being of the Great Northern Company.

6. Before commencing the construction of any junction or station a complete detailed plan or plans thereof shall be submitted for approval to the engineer of the Great Northern Company and the reasonable requirements of the said engineer whether in respect of the nature or amount of accommodation required by the Great Northern Company or the form or mode of construction of such junction or station shall be duly complied with by the Nottingham Company.

7. Before the opening of the said railway for public traffic the Nottingham Company shall to the reasonable satisfaction of the engineer of the Great Northern Company make all such arrangements as shall be proper and sufficient for enabling the Great Northern Company on and after the opening of the said railway for public traffic to work and use the same in accordance with these presents.

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8. In the event of any difference arising between the Nottingham Company and the Great Northern Company as to the reasonableness of or necessity for any requirement by the engineer of the Great Northern Company under any of the articles of this agreement such difference shall be referred to the determination of some civil engineer to be agreed upon between the said companies and in the event of their failing to agree then to the determination of a civil engineer to be appointed by the Board of Trade on the application of either of the said companies and the award of such engineer shall be binding and conclusive on both the said companies.

9. The Nottingham Company shall pay to the Great Northern Company the sum of one hundred pounds each for the right to make the said proposed junctions with the Nottingham and Grantham and Derby and Staffordshire lines respectively of the Great Northern Company exclusive of any land required for the purposes of such junctions which sums together with the compensation for such land shall be paid before the said junctions are constructed.

10. No deviation shall be made by the Nottingham Company beyond the limits shown upon the deposited plans relating to the said Bill except the necessary deviation for the said Railway No. 1 and such other deviation (if any) as shall be expressly sanctioned by the Great Northern Company or in default of agreement shall be determined to be necessary or reasonable by the decision of an arbitrator as herein-before provided.

11. If and whenever after the opening of the said railway for public traffic any additional sidings or other works or conveniences are found expedient or necessary for the due development or the safe convenient or economical reception accommodation conveyance or delivery of the traffic carried over the said railway or for compliance with the requirements of any Act of Parliament or of the Board of Trade in reference to deviations or alterations and maintenance of roads the same shall be provided and completed by and at the cost of the Great Northern Company and all sums so expended by the Great Northern Company as aforesaid shall carry interest after the rate of four pounds per cent. per annum from the respective times when the same shall have been advanced and paid by that company and such interest shall be paid to or retained by the Great Northern Company as provided in article 29 of this agreement and in the event of difference between the Nottingham Company and the Great Northern Company as to the necessity for or the extent or mode of carrying out such works the same shall be referred to arbitration as herein-before provided.

12. After the completion of the railway and the opening thereof for public traffic the same shall for twelve calendar months thereafter be maintained by and at the cost of the Nottingham Company in substantial repair and in good working order and condition (damage by fire storm or tempest only excepted) and thenceforth during the continuance of this agreement the same shall be maintained in substantial repair and in good working order and condition by the Great Northern Company but in the event of the Nottingham Company or their contractor failing to maintain the said railway in an efficient manner during the twelve months aforesaid agreeably to these conditions then it shall be lawful for the Great Northern Company to execute all such works as may be necessary

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for the due maintenance of the said railway and thereupon the Great Northern Company shall be entitled in their accounts to charge the Nottingham Company with all costs thereby incurred and on arriving at the sums from time to time payable by them to the Nottingham Company to deduct such costs from the sum or sums of money which would otherwise have been payable to the Nottingham Company under this agreement.

13. On and after the opening of the said railway for public traffic the Great Northern Company shall take and during the continuance of this agreement retain possession of the same as if it were their own line of railway and shall during the continuance of this agreement work and use the same and convey traffic thereon in a proper safe and convenient manner and so as to obtain the best revenue reasonably to be obtained therefrom.

14. On and after the opening of the railway for public traffic the Great Northern Company shall during the continuance of this agreement at their own cost provide and employ all station-masters booking clerks porters engine-drivers guards watchmen and servants and all other requisite officers and staff other than the secretary of the Nottingham Company and his staff and shall also provide all such locomotive power engines carriages trucks rolling stock plant stores material and labour as shall be proper and sufficient for the working and user of the said railway by the Great Northern Company and the reception accommodation conveyance and delivery by them of the traffic thereon.

15. The Nottingham Company shall pay and discharge or redeem all rent-charges chief rents interest tithes tithe rentcharges and land tax or other charges properly attributable to capital or usually paid by landowners and the expenses of the conduct and management by them of all affairs solely relating to the Nottingham Company and if the Great Northern Company shall be required to pay any such charges they shall be repaid by the Nottingham Company or as the case may be the amounts thereof shall be deducted from any sums payable by the Great Northern Company to the Nottingham Company.

16. The Great Northern Company shall pay all working expenses including all rates taxes assessments and other outgoings usually paid by tenants or properly chargeable against revenue.

16A. In case any building or works shall be destroyed or damaged by fire storm or tempest the Great Northern Company shall alone be responsible for the rebuilding and restoration thereof.

17. No land belonging to the Nottingham Company within the limits of deviation of the said railway shall be disposed of by them as superfluous land during the continuance of this agreement without having first given three calendar months previous notice in writing to the Great Northern Company and that company shall within that time have declined neglected or refused to purchase the same and until any such superfluous land shall have been sold or brought into actual use for the purposes of the said railway or the business thereof all rents derivable therefrom shall belong solely to and be received by the Nottingham Company.

18. The Great Northern Company's right to purchase any such superfluous land under the preceding clause shall be subject only to the rights (if any) of adjoining owners the release whereof the Nottingham Company may not have

been able to obtain But the Nottingham Company shall wherever practicable at the time of the purchase by them of any land obtain from the vendor a release of all right of pre-emption or repurchase of any part thereof thereafter becoming superfluous land. A.D. 1886. ---

19. The Great Northern Company shall during the continuance of this agreement provide a reasonable passenger train service over the said railway and afford connexions with a reasonable number of trains on their adjacent lines of railway and so far as possible work the said railway as an integral portion of the Great Northern Railway system and shall make all reasonable provision for through booking through tickets and through carriages.

20. The Great Northern Company shall send over the said railway all passenger traffic between Nottingham and Daybrook Station on the said Derby and Staffordshire line and any stations lying to the westward of the Daybrook Station on or beyond the Great Northern Railway and also all goods cattle coal mineral and other traffic to or from any station on the said railway And the Great Northern Company shall be at liberty but it shall not be obligatory on them to use the said railway for their through goods coal or other traffic.

21. It shall not be lawful for the Nottingham Company during the continuance of this agreement to enter into any agreements or engagements with landowners or others relating to the working use and maintenance of the said railway without the previous consent in writing of the Great Northern Company The Great Northern Company shall assume the burden of all obligations to which the Nottingham Company is now subject or may be subjected with respect to the conveyance over the said railway of troops police or mails or other Government service.

22. The Great Northern Company shall indemnify and save harmless the Nottingham Company against and from any loss charges damages or expenses to be incurred or sustained by reason of any injury or loss of life to any passenger or person or loss of or damage to any goods or property occasioned by the wrongful act neglect or default of the Great Northern Company or of any person employed by them and reciprocally the Nottingham Company shall indemnify and save harmless the Great Northern Company against and from any losses damages charges or expenses occasioned by the wrongful act neglect or default of the Nottingham Company or of any person employed by them.

23. For the purposes of these presents the entire length of the said railway shall be deemed to be four miles.

24. All tolls fares rates and charges in respect of the traffic of every kind both through and local upon the said railway shall from time to time be fixed and determined by the Great Northern Company.

25. The expression "gross receipts" as made use of in this agreement shall mean and comprise--

- (1.) The full mileage proportion (less the Government duty the usual clearing-house terminals and "paid ons" and "paid outs" and any other payments to other companies) of the rates tolls charges and fares charged from time to time in respect of all through traffic originating and terminating on any other railway and carried over the said railway:

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(2.) The total receipts upon traffic (less the Government duty and less the usual allowances fixed by the railway clearing house for cartage and delivery when those services are included in the rates) arising and terminating upon the said railway :

(3.) The following allowances on goods and coal traffic originating or terminating on the said railway and passing over any other line of railway :

General goods	-	-	-	2s. 2d. per ton.
Mineral	-	-	-	1s. 1d. „
Coal	-	-	-	7d. „
Carriages	-	-	-	1s. each.
Horses	-	-	-	1s. „
Cattle, sheep, &c.	-	-	-	4d. each for cattle or 2s. per truck.
Parcels	-	-	-	1d. each.

(4.) Warehouse rent wharfage and other similar charges and receipts of the said railway from advertising refreshment rooms and all other sources except the rents of superfluous lands belonging to the Nottingham Company not used for the purposes of their undertaking.

26. Subject as herein-before appears the gross receipts shall be divided between and belong to the said two companies in the following proportions that is to say fifty-five per cent. shall belong to the Great Northern Company and forty-five per cent. thereof shall belong to the Nottingham Company.

27. Provided always that in case in any year after the opening of the said railway for public traffic the aforesaid proportion of gross receipts for such year payable to the Nottingham Company shall be less than the sum of nine thousand two hundred pounds the Great Northern Company shall out of their own moneys pay to the Nottingham Company in addition to the proportion of gross receipts payable to them for that year the clear sum of three hundred pounds or if such proportion shall be greater than nine thousand two hundred pounds but less than nine thousand five hundred pounds then such sum as shall be equivalent to the difference between the actual amount of such proportion and the sum of nine thousand five hundred pounds And in case in any year the proportion of gross receipts for such year payable to the Nottingham Company shall be less than the sum of six thousand nine hundred pounds then the Great Northern Company shall in like manner and in addition to the sum of three hundred pounds payable by them as last aforesaid pay to the Nottingham Company such further sum as shall be equivalent to the difference between the actual amount of such proportion and the sum of six thousand nine hundred pounds.

28. The above-mentioned sum of six thousand nine hundred pounds has been arrived at as representing interest at the rate of three per cent. upon two hundred and thirty thousand pounds the amount of the estimated cost of construction of the said railway with such deviation as aforesaid and the said additional sum of three hundred pounds as representing the probable amount of the office expenses of the Nottingham Company including directorial and secretarial fees and salaries But it is hereby agreed and declared that if the Nottingham Company shall be required by the Great Northern Company to expend upon the construction of stations and sidings including the necessary land therefor a larger sum than thirteen thousand pounds then and in such

case the last preceding article of these presents shall be read and construed in all respects as though in lieu of the minimum sum of six thousand nine hundred pounds therein mentioned such a minimum sum had been named as would represent six thousand nine hundred pounds with such further sum added thereto as would be equal to three per cent. upon the amount expended as aforesaid by the Nottingham Company upon the construction of stations and sidings over and above the said sum of thirteen thousand pounds.

29. If in any year the proportion of gross receipts payable for such year to the Nottingham Company shall exceed the sum of nine thousand five hundred pounds together with a sum equivalent to interest after the rate of four pounds per cent. per annum upon all sums expended by them in stations and sidings as mentioned in article twenty-eight then and then only the Nottingham Company shall be liable to pay to the Great Northern Company to the extent only of such overplus interest at the rate of four pounds per cent. per annum on all such sum or sums as shall have from time to time been paid out of their own moneys by the Great Northern Company in sidings works or other conveniences as mentioned in article eleven of this agreement and in addition thereto the Nottingham Company shall also be liable to repay to the Great Northern Company all such sum or sums as shall from time to time have been paid by the Great Northern Company to the Nottingham Company in pursuance of articles twenty-seven and twenty-eight of this agreement and the Great Northern Company shall be entitled to the extent aforesaid from time to time to retain any amounts payable to them in this behalf out of any moneys payable by them to the Nottingham Company pursuant to these presents.

30. The Great Northern Company shall at all times during the continuance of this agreement keep regular books accounts and vouchers proper and sufficient for the purpose of duly carrying this agreement into effect which books accounts and vouchers shall at all reasonable times be open for inspection and transcription by the directors and agents of the Nottingham Company for which inspection and transcription all proper and sufficient facilities shall be afforded by the Great Northern Company.

31. The Great Northern Company shall within two calendar months after the thirtieth day of June and the thirty-first day of December in every year transmit to the Nottingham Company an accurate abstract of such of the accounts for the half years ending on those days respectively as shall from time to time be necessary to be shown for any of the purposes of this agreement.

32. The respective balances appearing on the said half-yearly accounts shall be adjusted and payments shall be made in settlement thereof pursuant to the terms of this agreement as follows (that is to say) for the half year ending on the thirtieth day of June such adjustment and payments shall be made not later than the fifteenth day of September next following and for the half year ending on the thirty-first day of December not later than the fifteenth day of March next following.

33. Provided always that no such payment shall in any way debar either of the companies parties hereto from calling attention to any mistake in the accounts upon which such payments shall have been based provided such mistake be pointed out and an investigation demanded within thirty days after the making of such payment or after the time when such mistake could reasonably have been ascertained and if upon investigation demanded within such time as

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34. This agreement shall subject as herein-after appears continue and be in force for the period of nine hundred and ninety-nine years from the opening of the said railway for public traffic.

35. Provided always that anything herein-before contained to the contrary notwithstanding it shall be lawful for the Great Northern Company at any time within the period of ten years from the opening of the said railway for public traffic subject to the obtaining of the sanction of Parliament and upon giving to the Nottingham Company not less than six months previous notice in writing under their common seal of their desire in that behalf to require the Nottingham Company absolutely to sell convey and transfer to the Great Northern Company the whole of the said railway and undertaking And the Nottingham Company shall upon the expiration of such notice sell convey and transfer the same to the Great Northern Company accordingly The consideration for such sale and transfer shall be the allotment to the Nottingham Company or as they shall direct of such an amount of Great Northern Four and a half per Cent. Preference Stock as shall be equal in nominal amount to the actual and bonâ fide expenditure of the Nottingham Company in the construction of the said railway including the reasonable costs and expenses incurred by them in and about the affairs of the Company with the addition of the sum of five hundred pounds in cash to be applied in or towards the cost of winding up the affairs of the Nottingham Company.

36. Any special application which it may be necessary to make to Parliament for liberty to make such sale and purchase as last aforesaid may be made by either of the said companies and the other of such companies shall to the utmost of their power assist in the promotion of such application.

37. This agreement generally shall be subject to the sanction of Parliament being obtained thereto and to such alterations as Parliament shall think fit to make therein but nevertheless if any material alteration shall be made therein by Parliament either company may elect to abandon this agreement.

38. The cost of obtaining such general parliamentary sanction shall be borne by the Nottingham Company.

39. Within six months after the Royal Assent to the said Bill shall have been received a duplicate part of this agreement shall be executed in the name and under the common seal of the Nottingham Company and shall be delivered to the Great Northern Company.

40. All matters herein-before referred to arbitration and all differences which may arise between the said companies touching the true intent or construction of this agreement or touching anything to be done suffered or omitted in pursuance of or any of the incidents or consequences of this agreement or touching the carrying into effect of any part of this agreement or any breach or non-fulfilment or alleged breach or non-fulfilment of this agreement or touching any liability damages losses costs or expenses by reason of any such breach or non-fulfilment or alleged breach or non-fulfilment or touching any claim or demand or relating to any such liability damages losses costs or expenses or otherwise relating to the premises shall except as herein-before or

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otherwise expressly provided be referred to and determined by a single arbitrator to be appointed in the event of difference by the Attorney-General of England for the time being but save as expressly varied by this article such arbitration shall be held and conducted in accordance with the provisions of the Railway Companies Arbitration Act 1859 and every question or matter so referred shall be deemed to be in difference between the two companies and this article shall accordingly be and have effect as an agreement between the two companies for arbitration under that Act and this submission may be made a rule of the High Court of Justice and the costs of the arbitration and award shall be in the discretion of the arbitrator.

In witness whereof the said EDWARD GRIPPER, THOMAS HILL, HENRY MILWARD BAINES, JOHN WESLEY LEWIS, and ROBERT MELLORS have hereunto set their hands and seals, and the Great Northern Railway Company have hereunto affixed their common seal the day and year first above written.

Signed and sealed by the said Edward
Gripper in the presence of

WM. H. FACON, Solicitor,
Clerk to Messrs. Wells and Hind,
Solicitors, Nottingham.

EDW. GRIPPER

L.S.

Signed and sealed by the said Thomas
Hill in the presence of

D. F. BASDEN, Accountant,
Nottingham.

THOMAS HILL.

L.S.

Signed and sealed by the said John Wes-
ley Lewis in the presence of

JNO. W. FORSYTH,
33, Cromwell Street,
Nottingham.

JOHN W. LEWIS.

L.S.

Signed and sealed by the said Henry
Milward Baines and Robert Mellors
in the presence of

FRANCIS H. L. CAMERON,
7, Great George Street,
Westminster,
Parliamentary Agent.

HENRY M. BAINES.

L.S.

ROBERT MELLORS

L.S.

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

L. C. PROBYN, Director.

L.S.

