

CHAPTER clxxxix.

An Act for making and maintaining Railways in the counties of Chester Lancaster Derby Nottingham and Lincoln to be called the Lancashire Derbyshire and East Coast Railway and for other purposes.

A.D. 1891.

[5th August 1891.]

WHEREAS the construction of the railways and works hereinafter described would be of public and local advantage :

And whereas the persons herein-after named with others are willing to carry the undertaking into execution and it is expedient that they be incorporated into a company (in this Act called "the Company") and the requisite powers conferred upon them :

And whereas it is expedient that the company so to be incorporated and any company or persons for the time being working or using the railways of the Company be authorised to run over and use the railways and portions of railway and stations herein-after in that behalf mentioned :

And whereas it is expedient that the Company and the other companies and committees in this Act mentioned be authorised to enter into and carry into effect such working and other agreements as are herein-after provided for :

And whereas the railway by this Act authorised will communicate with the railway of the Sutton and Willoughby Railway Company and by means of running powers over that railway will also communicate with the harbour and dock of the North Sea Fisheries (East Lincolnshire) Harbour and Dock Company and the said railway company have agreed to the exercise by the Company of such running powers and the said harbour and dock company have also agreed to transfer to the Company a considerable area of land with the use of the railway sidings and shipping places at and adjoining the dock and it is expedient that the Company be empowered to subscribe for and hold shares in the capital and appoint directors of the said harbour and dock company :

And whereas it is expedient that the Company should be empowered subject to the provisions of this Act to pay interest

A.D. 1891. upon the amount paid up from time to time in respect of shares in their capital as by this Act provided :

And whereas plans and sections showing the lines and levels of the railways authorised by 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 the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerks of the peace for the counties of Chester Lancaster Derby Nottingham the parts of Kesteven and parts of Lindsey in the county of Lincoln and the county of the city of Lincoln respectively in the month of November one thousand eight hundred and ninety and are herein-after referred to as the deposited plans sections and books of reference :

And whereas since the deposit of the said plans sections and books of reference an alteration of a portion of the line and levels of Railway No. 1 Railway No. 7 and Railway No. 14 in this Act respectively described has been deemed expedient and plans and sections showing such alterations and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken under the powers of this Act for the purposes of the alterations before referred to were deposited with the clerks of the peace for the counties of Chester Derby and Nottingham respectively in the month of April 1891 and are herein-after referred to as the altered plans sections and books of reference :

And whereas by the Newark and Ollerton Railway Act 1887 the Newark and Ollerton Railway was authorised and the time for the compulsory purchase of land for the purposes thereof was limited to three years from the passing of the said Act and expired on the fifth day of July one thousand eight hundred and ninety and the time for completing and opening the said railway will expire on the fifth day of July one thousand eight hundred and ninety-two :

And whereas no land has been purchased for the purposes of the Newark and Ollerton Railway and no works yet constructed and a portion of that railway will be rendered unnecessary by the construction of the railway authorised by this Act and it is expedient that such portion be abandoned and that the powers for the purchase of land and completion of the remaining portion be revived and extended and that such revived and extended powers and other powers of the said Act should subject to the provisions of this Act be transferred to and exercised by the Company :

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with

the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows : A.D. 1891.

1. This Act may be cited as the Lancashire Derbyshire and East Coast Railway Act 1891. Short title.

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 Acts the Railways Clauses Consolidation Act 1845 and Part I. (relating to construction of a railway) Part II. (relating to extension of time) 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. Incorporation of Acts.

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" "the railways" and "the undertaking" mean respectively the railways and the undertaking by this Act authorised and for the purposes of this Act the expressions "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or in 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. Interpretation.

4. The most noble Henry Pelham Archibald Douglas Pelham-Clinton Duke of Newcastle, the Right Honourable Sydney William Herbert Earl Manvers, Lord Francis Pelham Clinton Hope, the Honourable Sydney Holland, William Arkwright, Francis Bertram Dalrymple, William Bromley Davenport, Alfred Barnes, John Staniforth, Joshua Oldfield Nicholson, John May, James Kershaw, Josiah Smale, Thomas Oliver, Thomas Philpot Wood, Edmund Anthony Jefferson Maynard, Richard Thomas Gratton, Thomas Wardle, Samuel Burkitt, Emerson Bainbridge, Howard Miall Cockerell, James Haslam, George Eden Jarvis, Charles Morrison, 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 Company incorporated.

A.D. 1891. this Act and for those purposes shall be and are hereby incorporated by the name of the Lancashire Derbyshire and East Coast 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.

Power to
make rail-
ways.

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 plans and sections as amended by the altered plans and sections the railways herein-after described with all proper stations buildings sidings junctions approaches works and conveniences connected therewith or incidental thereto respectively and may enter upon take and use such of the lands delineated on the said plans and described in the books of reference deposited therewith respectively as may be required for those purposes The railways herein-before referred to and authorised by this Act are—

- (1) Railway (No. 1) 11 miles 3·20 chains in length wholly in the county of Chester commencing in the borough of Warrington and township of Latchford within the parish of Grappenhall on the eastern side of the road called Wilderspool Causeway at a point distant 7 chains or thereabouts measured in a southerly direction from the western corner of St. James' Church Warrington and terminating in the parish of Nether Knutsford at a point on the eastern fence of the field numbered 158 on the 25-inch ordnance map distant four and three-quarter chains or thereabouts measured in a southerly direction from the south-east corner of the "vicarage" numbered 157 on the said map;
- (1A) A branch railway (No. 1A) 2 furlongs 4·50 chains in length wholly in the said parish or township of Latchford commencing by a junction with Railway No. 1 before described as shown on the altered plans thereof on the northern bank of the Latchford Canal at a point distant 11 chains or thereabouts in a south-westerly direction from the bridge carrying the London and North-Western Railway over that canal and terminating on the eastern bank of the River Mersey at a point distant seven chains or thereabouts measured along the road in a north-westerly direction from the centre of Black Lion Bridge;
- (2) Railway (No. 2) 4 furlongs 2·40 chains in length wholly in the county of Chester commencing in the said parish of Nether Knutsford by a junction with Railway No. 1 at the termination thereof before described and terminating in the parish of Bexton by a junction with the line from Altrincham to North-wich of the Cheshire Lines Committee at a point distant ten

chains or thereabouts measured in a south-westerly direction along that line from the bridge carrying the road called Blackhill Lane over the said line; A.D. 1891.

- (3) Railway (No. 3) 9 miles 3 furlongs in length wholly in the county of Chester commencing in the parish of Nether Knutsford by a junction with Railway No. 1 at the termination thereof before described and terminating in the parish of Prestbury at a point on the north side of the road called Castle Lane distant thirteen and a half chains or thereabouts measured along the said road in a north-westerly direction from the junction of that road with the public road leading to Collar Hall;
- (4) Railway (No. 4) 9 miles 1 furlong 1 chain in length commencing in the parish of Prestbury in the county of Chester by a junction with Railway No. 3 at the termination thereof before described and terminating in the parish of Heaton Norris in the county of Lancaster by a junction with the Manchester South District Line of the Midland Railway Company at a point on the east side of Heaton Mersey Station opposite the signal box at the east end of the south platform of the said station;
- (5) Railway (No. 5) 4 furlongs 7·80 chains in length wholly in the county of Chester commencing in the parish of Cheadle by a junction with Railway No. 4 at a point on the northern fence of the Warrington and Stockport Branch of the London and North-Western Railway distant twenty chains or thereabouts measured in an easterly direction along that branch railway from the eastern abutment of the bridge carrying the said branch over the public road leading from Cheadle to Didsbury and terminating in the same parish by a junction with the Stockport to Altrincham line of the Cheshire Lines Committee at or near the eastern face of the bridge carrying the public road from Cheadle to Didsbury over the said line on the east side of Cheadle Station;
- (6) Railway (No. 6) 2 furlongs 7·70 chains in length wholly in the parish of Cheadle in the county of Chester commencing by a junction with Railway No. 4 at a point on the south-western fence of the field numbered 483 on the twenty-five inch ordnance map distant five chains or thereabouts from the western corner of the said field measured in a south-easterly direction along the said fence and terminating by a junction with the Stockport and Crewe line of the London and North-Western Railway Company at a point distant fourteen chains or thereabouts measured in a south-westerly direction along that line from the centre of the bridge carrying the said line

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- over the road skirting the gardens of the Manchester Warehousemen and Clerks' Orphan Schools ;
- (7) Railway (No. 7) 36 miles 5 furlongs 3 chains in length commencing in the parish of Prestbury in the county of Chester by a junction with Railway No. 3 at the termination thereof before described and terminating in the county of Derby in a field in the borough and parish of Chesterfield numbered 33 on the twenty-five inch ordnance map abutting on the southern fence of the public road leading from the Market Square in Chesterfield to New Brampton at a point in the fence sixteen chains or thereabouts measured along the said public road from the western side of the Market Hall in Chesterfield ;
- (8) Railway (No. 8) 1 mile 6 furlongs in length wholly in the county of Derby and parish of Newbold-cum-Dunston commencing by a junction with Railway No. 7 at the western side of the public road leading from Cutthorpe to Key Green at a point nine and a half chains or thereabouts measured in a northerly direction along the said road from its junction with the public road between Newbold and Barlow and terminating at the western side of the road leading from Key Green to Sheepbridge at a point seven chains or thereabouts measured in a northerly direction from the northern corner of Dunston Villa ;
- (9) Railway (No. 9) 18 miles 6 chains in length commencing in the borough and parish of Chesterfield in the county of Derby by a junction with Railway No. 7 at the termination thereof before described and terminating in the parish of Ollerton in the county of Nottingham in a field belonging or reputed to belong to the Right Honourable Lord Savile and occupied by John Whelpdale adjoining the southern side of the grounds of Ollerton Villa at a point distant four and a half chains or thereabouts from the south-west corner and three chains or thereabouts from the north-west corner of the said field ;
- (10) Railway (No. 10) 1 mile 2 furlongs 6.50 chains in length wholly in the parish of Sutton-cum-Duckmanton in the county of Derby commencing by a junction with Railway No. 9 at a point in a field belonging or reputed to belong to William Arkwright and the trustees of Robert Arkwright deceased and occupied by William Walker nineteen chains or thereabouts measured in an easterly direction from a point on the eastern side of Longcourse Lane distant twenty-two chains or thereabouts measured along that lane from its junction with the public road from Chesterfield to Bolsover and terminating by a junction with the railway siding at Markham Colliery at a

point eleven chains or thereabouts measured in a southerly direction along such siding from the junction thereof with the Midland Railway ;

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(11) Railway (No. 11) 1 mile 2 chains in length wholly in the county of Derby commencing in the parish of Sutton-cum-Duckmanton by a junction with Railway No. 9 in a field belonging or reputed to belong to William Arkwright and the trustees of Robert Arkwright deceased and occupied by William Walker at a point distant nineteen chains or thereabouts measured in an easterly direction from a point on the eastern side of Longcourse Lane twenty-two chains or thereabouts from the junction of the said lane with the public road from Chesterfield to Bolsover and terminating in the parish of Bolsover at a point two chains or thereabouts northward of the southern shaft of the colliery of the Bolsover Colliery Company ;

(12) Railway (No. 12) 11 miles 1 furlong 2·70 chains in length wholly in the county of Derby commencing by a junction with Railway No. 9 in the parish of Upper Langwith at a point on the eastern fence of a field adjoining the south side of Bradshaw Wood belonging or reputed to belong to the Marquis of Hartington and occupied by John Charlesworth such point being distant nine and a half chains or thereabouts measured along the said fence from the south-eastern corner of the said wood and terminating in the parish of Beighton by a junction with the Railway No. 1 described in and authorised by the Manchester Sheffield and Lincolnshire Railway Act 1889 at a point marked and measured on the deposited plans referred to in that Act one mile three furlongs and three chains from the commencement of the said authorised railway ;

(13) Railway (No. 13) 4 furlongs 3 chains in length wholly in the county of Nottingham and parish of Ollerton commencing by a junction with Railway No. 9 at the termination thereof before described and terminating by a junction with the authorised Newark and Ollerton Railway at a point marked and measured nine miles seven furlongs and four chains upon the plans of that authorised railway deposited with the clerk of the peace for the county of Nottingham in the month of November 1886 ;

(14) Railway (No. 14) 19 miles 3·75 chains in length commencing in the parish of Ollerton in the county of Nottingham by a junction with Railway No. 9 at the termination thereof before described and terminating in the parish of Skelling-

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thorpe in the parts of Kesteven in the county of Lincoln at a point in the field numbered 226 on the twenty-five inch ordnance map distant thirteen and a half chains or thereabouts measured in an easterly direction from the north-west corner of the said field and thirteen chains or thereabouts measured in a north-westerly direction from the southernmost corner of the said field ;

- (15) Railway (No. 15) 4 furlongs 8 chains in length wholly in the parish of Tuxford in the county of Nottingham commencing by a junction with Railway No. 14 at a point on the eastern fence of the public road known as the Great North Road distant forty-one chains or thereabouts measured in a south-easterly direction along the said road from the centre of the market place in Tuxford and terminating by a junction with the Great Northern Railway at or near the southern face of the bridge carrying the road known as Fox Lane over that railway ;
- (16) A railway (No. 16) 4 furlongs 2·50 chains in length wholly in the parish of Skellingthorpe in the parts of Kesteven in the county of Lincoln commencing by a junction with Railway No. 14 at its termination before described and terminating by a junction with the Doncaster and Lincoln line of the Great Northern and Great Eastern Joint Committee at a point distant six and a half chains or thereabouts measured along that joint line in a north-westerly direction from the junction points thereon known as Pye Wype Junction ;
- (17) Railway (No. 17) 1 mile 2 furlongs 9 chains in length commencing in the parish of Skellingthorpe in the parts of Kesteven in the county of Lincoln by a junction with Railway No. 14 at the termination thereof before described and terminating in the parish of St. Mary-le-Wigford in the city and county of the city of Lincoln at a point on the north-eastern fence of Carrholme Road distant five and a half chains or thereabouts measured in a north-westerly direction from the junction of that road with Moor Street ;
- (18) Railway (No. 18) 5 furlongs 9·50 chains in length commencing in the parish of St. Mary-le-Wigford in the city and county of the city of Lincoln by a junction with Railway No. 17 at the termination thereof before described and terminating in the parish of Boutham in the parts of Kesteven in the county of Lincoln by a junction with the Lincoln and Nottingham line of the Midland Railway Company at a point distant three and a half chains or thereabouts measured along

that line in a north-easterly direction from the centre of the bridge carrying the avoiding line of the Great Northern and Great Eastern Joint Committee over the said Lincoln and Nottingham line ; A.D. 1891.

(19) Railway (No. 19) 1 mile 2 furlongs 4·30 chains in length wholly within the city and county of the city of Lincoln commencing in the parish of St. Mary-le-Wigford by a junction with Railway No. 17 at the termination thereof before described and terminating in the parish or extra-parochial place of Monks Liberty at a point on the western fence of the field numbered 20 on the twenty-five inch ordnance map distant two and a half chains or thereabouts measured in a southerly direction along the said fence from the public road called Monks Road ;

(20) Railway (No. 20) 2 furlongs 4 chains in length wholly within the parish or extra-parochial place of Monks Liberty in the city and county of the city of Lincoln commencing by a junction with Railway No. 19 at the termination thereof before described and terminating by a junction with the Lincoln and Market Rasen line of the Manchester Sheffield and Lincolnshire Railway Company at a point twenty-seven chains or thereabouts measured in a north-easterly direction along that line from the centre of the bridge carrying the same over the River Witham ;

(21) Railway (No. 21) 7 miles in length commencing in the parish or extra-parochial place of Monks Liberty in the city and county of the city of Lincoln by a junction with Railway No. 19 at the termination thereof before described and terminating in the parish of Stainfield in the parts of Lindsey in the county of Lincoln at a point in a field belonging or reputed to belong to Thomas William Tyrwhitt-Drake and occupied by Francis John Moss distant thirty-four and a half chains or thereabouts measured in a north-easterly direction from the centre of Short Ferry Bridge over the River Barling ;

(22) Railway (No. 22) 1 mile 5·30 chains in length wholly in the county of Lincoln commencing in the parish of Washingborough in the parts of Kesteven by a junction with the loop line of the Great Northern Railway Company from Lincoln to Boston at a point one hundred and ten chains or thereabouts measured along the loop line in an easterly direction from the booking office at Five Mile House Station thereon and terminating in the parish of Stainfield in the parts of Lindsey by a junction with Railway No. 21 at the termination thereof before described ;

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(23) Railway (No. 23) 1 mile 3 furlongs in length wholly in the parish of Stainfield in the parts of Lindsey in the county of Lincoln commencing by a junction with Railway No. 21 at the termination thereof before described and terminating in a wood called Great South Wood belonging or reputed to belong to Thomas William Tyrwhitt-Drake at a point three and a half chains or thereabouts measured in a north-westerly direction from the southern corner of the said wood and three and a half chains or thereabouts measured in a south-easterly direction from the northern corner of a wood called Little South Wood;

(24) Railway (No. 24) 7 furlongs in length wholly in the parts of Lindsey and county of Lincoln commencing in the parish of Stainfield by a junction with Railway No. 23 at the termination thereof before described and terminating in the parish of Bardney by a junction with the Louth and Lincoln line of the Great Northern Railway Company at a point nine and a half chains or thereabouts northward of the junction of the northern fence of the wood called Demerose Wood with the western fence of the said Louth and Lincoln line;

(25) Railway (No. 25) 25 miles 2 furlongs in length wholly in the parts of Lindsey and county of Lincoln commencing in the parish of Stainfield by a junction with Railway No. 23 at the termination thereof before described and terminating in the parish of Bilsby by a junction with the Sutton and Willoughby Railway on the south side of the Mumby Road Station thereon or at a point eighteen and a half chains or thereabouts measured in a south-westerly direction from the booking office at that station:

Portions of railway to be made according to altered plans and sections.

Provided always that the following portions of railway and branch railway shall be made in the lines or situations and according to the levels shown on the altered plans and sections deposited in the month of April one thousand eight hundred and ninety-one (that is to say):—

- (A) So much of Railway No. 1 as is shown on the deposited plans and sections to extend from the commencement of that railway to the point marked one mile from such commencement;
- (B) The Branch Railway (No. 1A);
- (C) So much of Railway No. 7 as is shown on the deposited plans and sections to be situate between a point marked and measured 12 miles 6 furlongs 2 chains from the commencement of that railway and a point marked and measured on the same plans

and sections 13 miles 6 furlongs and 2.50 chains from such commencement; A.D. 1891.

(D) So much of Railway No. 14 as is shown on the deposited plans and sections to be situate between the point marked eight miles from the commencement of that railway and the point marked on the same plans and sections twelve miles from such commencement :

Provided also that the Company shall not acquire disturb or interfere with any part of the surface of the burial ground and site of the ancient churches of Saint John-the-Poor and Saint Peter-ad-Vincula in the parish of Saint Michael-on-the-Mount in the city of Lincoln but they may purchase and take and the parties interested in the said burial ground and site shall grant and convey to the Company an easement or right of using the subsoil for the purpose of constructing Railway No. 19 in tunnel at or about the depth shown on the deposited sections.

6. Subject to the provisions of this Act and in addition to the other lands which they are by this Act authorised to acquire the Company may from time to time enter upon take use and appropriate to purposes connected with their undertaking all or any part of the following lands houses and buildings delineated on the deposited plans and described in the deposited books of reference (that is to say) :—

Power to acquire lands for general purposes.

Certain lands houses and buildings in the parish of Sutton-in-the-Marsh in the parts of Lindsey in the county of Lincoln lying on the east side of and abutting on the Sutton and Willoughby Railway and near to the southern end of the Sutton Railway Station.

7. The quantity of land which may be taken by the Company from the common or commonable land next herein-after mentioned for the purposes of the railway shall not exceed the quantity mentioned in connexion with such land :—

Limiting quantity of land which may be taken from common.

Work for which land required.	Name of Common.	Parish.	Estimated quantity to be taken.
Railway No. 3 -	Lindow Common	Chorley - - -	Three roods.

8. The capital of the Company shall be five million pounds in five hundred thousand shares of ten pounds each.

Capital and number and amount of shares.

9. The Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person or

Shares not to be issued until one-fifth paid.

A.D. 1891. corporation accepting the same unless and until a sum not being less than one-fifth of the amount of such share is paid in respect thereof.

Calls. **10.** 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 three-fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt in case of persons not sui juris. **11.** If any money is payable to a shareholder or mortgagee or debenture stock holder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to divide shares. **12.** 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 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. **13.** 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 five 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.

Dividend on preferred half shares to be paid out of the profits of the year only. **14.** 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. A.D. 1891.

15. 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. Half-shares to be registered and certificates issued.

16. 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 to be stated on certificates.

17. 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.

18. 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.

19. 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.

20. When any sum not less than one million two hundred and fifty thousand pounds part of the capital or estimated sum for defraying the expenses of the undertaking shall have been subscribed under contract binding the parties thereto their heirs Portion of capital to be subscribed before compulsory powers put in force.

A.D. 1891. executors and administrators for the payment of the several sums in such portion of capital by them respectively subscribed it shall be lawful for the Company to put in force the powers of the Lands Clauses Consolidation Act 1845 or this Act or any Act incorporated herewith in relation to the compulsory taking of land for the purposes of the railways and portions of railway authorised by this Act comprised in any one of the following sections of railway viz. :—

- (1) Warrington to Macclesfield ;
- (2) Macclesfield to Chesterfield ;
- (3) Chesterfield to Lincoln ;
- (4) Lincoln to the East Coast :

And whenever any additional sum or sums of not less than one million two hundred and fifty thousand pounds shall have been subscribed as aforesaid it shall be lawful for the Company from time to time to put in force the aforesaid powers in relation to the compulsory taking of land for the purposes of the railways and portions of railway authorised by this Act comprised in one other of the before-mentioned sections of railway and so in respect of each further sum of one million two hundred and fifty thousand pounds subscribed as aforesaid anything in section 16 of the said Act of 1845 to the contrary notwithstanding.

Certificate of Board of Trade that portion of capital has been subscribed to indicate the railways to which it is to be applied.

21. A certificate under the hand of a secretary or an assistant-secretary of the Board of Trade certifying the sums from time to time subscribed as aforesaid shall be sufficient evidence thereof and on the application of the Company and the production of such evidence as the Board of Trade shall think proper and sufficient they shall grant a certificate accordingly and indicate in such certificate the particular section of railway to which the subscribed sum or sums shall be applied and for the purposes of which the Company require to put in force powers for the compulsory taking of land and the sums so certified shall be applied exclusively to the respective sections of railway so indicated so far as they are necessary for the completion of such sections respectively.

Power to borrow.

22. The Company may from time to time borrow on mortgage of the undertaking any sums not exceeding in the whole one million six hundred and sixty-six thousand six hundred and sixty pounds (that is to say) In respect of each one million two hundred and fifty thousand pounds of the capital the Company may borrow not exceeding four hundred and sixteen thousand six hundred and sixty pounds but no part of any of such sums shall be borrowed until the whole portion of capital of one million two hundred and fifty thousand pounds in respect of which the borrowing power is

exercised is issued and accepted and one-half thereof 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 the whole of such capital has been issued and accepted and that one-half thereof 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 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.

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23. 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 ten thousand pounds in the whole.

For appointment of a receiver.

24. 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 or granted by the Company under this 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. Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

Debenture stock.

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

Application of moneys.

26. The first ordinary meeting of the Company shall be held within twelve months after the passing of this Act and the subsequent ordinary meetings of the Company shall be held twice in

First and subsequent meetings.

- A.D. 1891. — every year in the months of February or March and August or September as the directors may appoint.
- Number of directors. **27.** The number of the directors shall be twelve but the Company may from time to time reduce and again increase the number provided that the number be never more than twelve nor less than five.
- Qualification of directors. **28.** The qualification of a director shall be the possession in his own right of not less than one hundred shares.
- Quorum of directors. **29.** The quorum of a meeting of directors shall be five but if the number of directors be reduced to seven or less than seven the quorum shall be three.
- First directors. **30.** The Most Noble Henry Pelham Archibald Douglas Pelham-Clinton Duke of Newcastle, the Right Honourable Sydney William Herbert Earl Manvers, Lord Francis Pelham Clinton Hope, William Bromley Davenport, William Arkwright, Francis Bertram Dalrymple, George Eden Jarvis, Joshua Oldfield Nicholson Charles Blacker and three other persons to be nominated by them or the majority of them and consenting to such nomination 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 in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid 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 or nominated as aforesaid being if they continue 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 powers herein-before contained for varying the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 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.
- Election of directors.
- Lands for extra-ordinary purposes. **31.** The Company may take by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 any quantity of land not exceeding one hundred acres but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event

of any nuisance being caused by them upon any land taken under the powers of this section. A.D. 1891.

32. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act. Period for compulsory purchase of lands.

33. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts 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 take easements by agreement.

34. Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of the railway carry the same with a single line only whilst the railway shall consist of a single line and afterwards with a double line only across and on the level of the roads next herein-after mentioned (that is to say):— Power to cross certain roads on the level.

LEVEL CROSSINGS.

No. on deposited Plan.	Parish.	Description of Road.
	RAILWAY No. 3.	
5	Mobberley - - -	Public.
33	Great Warford - - -	Public.
	RAILWAY No. 9.	
21	Edwinstowe - - -	Public.
	RAILWAY No. 12.	
163	Bolsover - - -	Public.
	RAILWAY No. 14.	
1	Thorney - - -	Public.
4	Wigsley - - -	Public.
14	Skellingthorpe - - -	Public.

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LEVEL CROSSINGS—continued.

No. on deposited Plan.	Parish.	Description of Road.
	RAILWAY No. 21.	
29	Fiskerton - - -	Public.
	RAILWAY No. 22.	
59	Fiskerton - - -	Public.
	RAILWAY No. 25.	
23	Belchford - - -	Public.

Provided that every such level crossing shall be made as nearly as reasonably practicable at right angles to the railway.

Inclination
of roads.

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

INCLINATION OF ROADS.

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
	RAILWAY No. 7.		
135	Brampton - - -	Public - - -	1 in 9.
	RAILWAY No. 9.		
19	Sutton-cum-Duckmanton -	Public - - -	1 in 14 on one side and level on the other side of the bridge.
12	Scarcliff - - -	Public - - -	1 in 19.
8	Edwinstowe - - -	Public - - -	1 in 16 on one side and level on the other side of the bridge.
	RAILWAY No. 10.		
89	Sutton-cum-Duckmanton -	Public - - -	1 in 18.
	RAILWAY No. 14.		
43	Tuxford - - -	Public - - -	1 in 13.

36. The Company may divert the public highways referred to in the next following table in the manner shown upon the deposited plans and sections and when and as in each case the new portion of any road is made to the satisfaction of two justices and is open for public use may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of road (that is to say):—

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Power to
divert roads
as shown on
deposited
plans.

Railway.	Parish.	No. of Road on Plan.
No. 10	Sutton-cum-Duckmanton - - -	88
No. 21	Fiskerton - - - - -	26

And when and so soon as each of the said roads is so stopped up all rights of way over the same shall cease and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the road stopped up as far as the same is bounded on both sides by lands of the Company.

37. 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 houses or other buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the Company 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 other persons interested in the lands houses or other buildings or manufactories described in the First 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 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 parties interested therein by severance or otherwise.

Owners may
be required
to sell parts
only of
certain lands
and build-
ings.

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Company
empowered
or may be
required to
underpin
or otherwise
strengthen
houses near
railway.

38. And whereas in order to avoid in the execution and maintenance of any works authorised by this Act injury to the houses and buildings within one hundred feet of the railway it may be necessary to underpin or otherwise strengthen the same Therefore the Company at their own costs and charges may and if required by the owners and lessees of any such house or building shall subject as herein-after provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say) :—

- (1) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners and lessees of the house or building so intended or so required to be underpinned or otherwise strengthened;
- (2) Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners and lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company;
- (3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter notice in writing that he or they as the case may be disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to an engineer to be agreed upon or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade;
- (4) Such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building;
- (5) The cost of the reference shall be in the discretion of the referee;
- (6) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment;

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- (7) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof;
- (8) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensate under the sixty-eighth section of the Lands Clauses Consolidation Act 1845 or under any other Act;
- (9) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions contained in the Lands Clauses Acts;
- (10) Nothing in this section shall repeal or affect the application of the ninety-second section of the Lands Clauses Consolidation Act 1845.

39. For the protection of the mayor aldermen and burgesses of the borough of Warrington (in this section called "the corporation") the following provisions unless otherwise agreed on between the corporation and the Company shall have effect (that is to say):—

For the protection of the Corporation of Warrington.

- (1) The bridge to be constructed by the Company at or near Warrington to carry the railway or any works by this Act authorised over the public road called Wilderspool Causeway shall be constructed of the clear width between the abutments of not less than forty feet measured on the square and the bridge for carrying the railway or any such works over the public road abutting on the River Mersey shall be constructed of the clear width between the abutments of not less than 30 feet measured as aforesaid and each bridge shall have a clear headway throughout the whole width of the roadway of not less than 17 feet above the level of such roads and the parapets of the bridges shall be carried up to a height of not less than six feet above the railway in each case;

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- (2) The abutments of such bridges shall be constructed parallel to such roads and shall not exceed in breadth measured in a straight line along the centre of such roads fifty-two feet;
- (3) If the span of any such bridge exceeds the width of the road over which any works by this Act authorised are carried the Company shall re-form the roadway with a suitable footpath on either side so as to make the road beneath the bridge of the full width of forty feet and thirty feet respectively and shall continue the fences of the road to the face of the abutments of the bridge on either side at an angle of not more than forty-five degrees;
- (4) The Company shall at all times maintain the bridges in substantial repair and good order to the reasonable satisfaction in all respects of the surveyor for the time being of the corporation;
- (5) The said bridges shall be constructed and maintained so as to prevent as far as reasonably practicable the dripping of water therefrom on any part of the road or the footways thereunder;
- (6) The Company shall not affix or exhibit or permit to be affixed or exhibited upon the said bridges or the parapets thereof facing the public roads any placards or advertisements except such as relate to the business of the Company;
- (7) The Company shall not in any case construct any works over or across any public road on the level of such road;
- (8) The Company shall not alter the gradient of Wilderspool Causeway River Road or any road within the borough of Warrington;
- (9) The Company shall relay restore and make good any roadway interfered with to the reasonable satisfaction of the said surveyor;
- (10) If by reason of the execution of any of the powers of this Act any increased length of gas or water mains or pipes belonging to the corporation shall become necessary the same shall be laid down by the corporation at the expense of the Company;
- (11) In case any works to be made or executed by the Company under the authority of this Act shall or may intersect or interfere with any sewage carrier sewer drain gas or water main pipe or other work of the corporation the Company shall not commence such works until they have given to the corporation fourteen days' previous notice in writing of their

intention to commence the same by leaving such notice at the principal office of the Corporation of Warrington with a plan and section showing the proposed works and also showing how any of the said works of the corporation are intended to be dealt with and until the corporation shall have signified their approval of the same by writing under the hand of their surveyor or engineer but if the corporation shall fail to signify their approval or disapproval and in case of disapproval to give written particulars of their objections and requirements within fourteen days after delivery of such notice they shall be deemed to have approved of such plan and section The Company shall comply with and conform to all reasonable alterations in the mode of dealing with any of the said works and other reasonable requirements of the corporation or of their surveyor or engineer in the execution of such works and all such works shall be done to the reasonable satisfaction of the surveyor or engineer of the corporation ;

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- (12) If any interruption whatsoever in the supply of gas or water by the corporation shall be in any way occasioned by the Company or the acts of any of the contractors agents workmen or servants of any person in the employ of them or any or either of them the Company shall pay and make compensation to the corporation for all expenses loss or damage sustained by the corporation through loss of gas or water or interference with the corporation in the performance of their obligations as to the supply of gas or water and shall indemnify them against all damages penalties and costs which may arise directly or indirectly from any such interruption of supply ;
- (13) All works executed by the Company for the corporation shall be completed by or at the reasonable costs charges or expenses of the Company and subject as herein-before provided shall thereafter be as fully and completely the property of and under the direction jurisdiction and control of the corporation as any works of the corporation are ;
- (14) The details of the works necessary to be executed for the purpose of carrying out the provisions contained in the preceding sub-sections shall be submitted to the corporation and shall be agreed upon between the surveyor or engineer to the corporation and the engineer of the Company and in case of difference as to any of such works such difference shall be referred to an engineer as provided in the next succeeding sub-section ;

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(15) If any difference shall arise between the Company and the corporation as to the true intent and meaning of this section or as to anything to be done or not to be done thereunder such difference unless otherwise agreed on shall be determined by an engineer to be appointed on the application of the Company or the corporation by the Board of Trade whose decision shall be final and binding on both parties and the costs of the reference shall be borne as he shall direct.

For protec-
tion of War-
rington
Waterworks
Company.

40. For the protection of the Warrington Waterworks Company their successors and assigns (in this section called "the water company") the following provisions shall apply and have effect:—

The Company shall not in any manner in the construction execution or maintenance of any of their works obstruct or interfere with the free and uninterrupted supply of water by the water company within or to their limits of supply;

If by reason of the construction execution or maintenance of any of the works or any proceedings of the Company or the failure of any works or any act default or omission of the Company or of their contractors or of any person in the employ of the Company or their contractors any of the works or property of the water company shall be injured or interfered with the Company shall make full compensation to the water company in respect of any such injury or interference and shall indemnify the water company against all damage injury or loss which they may be put to or incur by reason or in consequence thereof;

All works matters and things which the Company may be empowered or required to do or execute with reference to or in any way affecting any mains pipes syphons plugs or other works of the water company shall (except in case of emergency) be done and executed by the water company at the cost of the Company or by and at the cost of the Company at the option of the water company but in case any such works matters or things are done by the Company then under the superintendence and to the reasonable satisfaction of the engineer for the time being of the water company and according to such plans sections and specifications as shall be previously submitted to and reasonably approved by him and no such works matters or things shall be commenced by the Company until such plans sections and specifications shall have been so submitted and approved and until after fourteen days previous notice shall have been given by the Company to the water company but if the water company elect to do or execute any such works matters

or things themselves they shall give notice thereof to the Company before the expiration of the said fourteen days and they shall do execute and complete the same with reasonable and proper despatch and in case of unnecessary or improper delay on the part of the water company the Company may themselves do execute and complete the same according to the plans sections and specifications aforesaid.

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41. The following provisions shall apply for the protection of Greenall Whitley and Company Limited and their assigns (hereinafter referred to as "the brewery company") and their property unless otherwise agreed on in writing between the brewery company and the Company (that is to say) :—

For the protection of Greenall Whitley and Company Limited.

(1) The Company shall instead of constructing Railway No. 1 in the position shown on the deposited plans construct such railway (in this section and on the plan hereinafter referred to called "Railway No. 1") where the same passes through the property of the brewery company at and near Wilderspool in the parish of Latchford within the ancient parish of Grappenhall in the county of Chester in the line shown on the altered plans and sections and on the plan (in this section called "the plan") dated the 6th and 9th days of April 1891 and signed in reference to this section by Robert Davies solicitor for and on behalf of the brewery company and by William Newton Bakewell for Robert Elliott Cooper engineer for and on behalf of the Company or in such other position within the boundaries of the land edged red on the plan so far as such lands extend and within the limits of deviation of the said Railway No. 1 shown on the plan between the Old Quay or Latchford Canal and the Manchester Ship Canal as the Company may think fit ;

(2) The Company shall not for the construction of Railway No. 1 through the lands of the brewery company edged red on the plan purchase or take any lands belonging to the brewery company other than the lands so edged red on the plan but they shall purchase and take all or so much of such lands edged red as may be situate on the northerly and easterly sides of the said railway and between the line of the London and North-Western Railway and the said Railway No. 1 when constructed ;

(3) If the Company construct Railway No. 1A shown on the altered plans and sections or any other railway or siding between Railway No. 1 and the Warrington Docks (which are proposed to be constructed by the Manchester Ship Canal

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- Company) they shall not purchase or take more land of the brewery company than sufficient to construct such railway or siding (on the plan and herein-after referred to as "Railway No. 1A or the line to the docks") with two lines of rails only either on a viaduct or an embankment and such railway or siding shall be constructed in the line or within the limits of deviation marked upon the plan in reference thereto ;
- (4) The Company shall be at liberty to purchase such lands only of the brewery company on the southerly side of the Old Quay or Latchford Canal as shall be sufficient to construct Railway No. 1 with two lines of rails only within the limits of deviation marked on the plan for Railway No. 1 ;
- (5) Except as aforesaid the Company shall not purchase or take any lands of the brewery company for any purposes of their undertaking ;
- (6) If the Company construct Railway No. 1A or the line to the docks they shall at their own cost construct and thereafter maintain on such line at or near the point marked C on the plan an under-bridge with a clear opening of not less than fifty feet and height of twenty feet for the purpose of passing the two proposed new roads shown on the plan under the line at that point with wing walls to such bridge to retain the embankments to the curves of the same roads as shown on the plan ;
- (7) The Company shall also at their own cost construct and thereafter maintain on Railway No. 1 at or near the point marked D on the plan an under-bridge with a clear opening of not less than forty feet and height of twenty feet for the purpose of passing the proposed new road also shown on the plan under Railway No. 1 at that point ;
- (8) The Company shall also at their own cost construct and thereafter maintain on Railway No. 1 at or near the point marked E on the plan an under-bridge with a clear opening of not less than twenty-five feet and height of fifteen feet throughout for the purpose of passing the proposed tramway or siding herein-after mentioned and which is also shown on the plan under Railway No. 1 at that point ;
- (9) The Company shall also at their own cost erect and thereafter maintain at or near the point marked F on the plan a bridge with a clear opening under the same of not less than twenty-five feet and height of fifteen feet throughout and of a width between the parapet walls of the bridge of not less than forty feet for the purpose of carrying the proposed new road shown

on the plan over the said tramway or siding to the new bridge which is agreed to be built by the Manchester Ship Canal Company for the brewery company over the Old Quay or Latchford Canal at or near the point marked G on the plan ;

- (10) The Company shall also bear and pay the additional costs and expenses (if any) to be incurred in raising the level of the said bridge agreed to be erected by the Manchester Ship Canal Company as aforesaid at or near the point marked G on the plan and in raising the level of the approach roads thereto on both sides (northerly and southerly) of the Old Quay or Latchford Canal so as to adapt the levels and approaches of the said last-mentioned bridge (the levels and approaches as already settled upon with the Manchester Ship Canal Company being insufficient) to the level of the bridge to be constructed as aforesaid over the said tramway or siding at the point marked F on the plan and to the other operations of the Company ;
- (11) The Company shall also at their own cost construct and thereafter maintain on Railway No. 1 at or near the point marked H on the plan an under-bridge with a clear opening of not less than forty feet and height of twenty feet for the purpose of passing the proposed new road shown on the plan under the said line at that point ;
- (12) ~~The Company shall also at their own cost construct and~~ thereafter maintain for the use and to the reasonable satisfaction of the brewery company the several portions of the said proposed new roads coloured brown on the plan so far as the same shall be within the boundaries of the property of the Company with well-metalled carriage ways and flagged and kerbed footpaths such roads to be forty feet wide over all The Company shall also at their own cost provide for the drainage of the same last-mentioned roads so far as the same shall be within the boundaries of the property of the Company ;
- (13) The Company shall at their own cost construct and thereafter maintain a double line of tramway or siding between the point marked F and the point marked K as shown on the plan so far as the property of the Company extends between those points for the sole and exclusive use free of all toll or other charge of the brewery company and their tenants and persons authorised by them to use the same and shall connect such tramway or siding through the sidings of the Company with the main line of the Company at suitable and convenient places between the points marked K and L on the plan and

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shall at all times afford to the brewery company and their tenants and persons authorised by them as aforesaid all requisite facilities for the interchange of traffic between the Company's sidings and main line and such tramway or siding free of cost ;

- (14) The Company shall further at their own cost connect or provide and give the requisite facilities for the connexion of the said tramway or siding with the lines of the London and North-Western Railway Company lying on the north-easterly side of the land edged red upon the plan in such full and ample a manner as that no expense shall fall upon the brewery company or their tenants beyond such as may arise in respect of operations upon the land of the London and North-Western Railway Company ;
- (15) The various bridges tramway, or siding and other works herein-before in this section mentioned shall be constructed and carried out according to plans and specifications previously submitted to and approved by the brewery company and all such works shall be executed simultaneously with the making of Railways No. 1 and No. 1A or the line to the docks respectively as the case may be ;
- (16) No sidings or tramways shall be constructed or laid down by the Company south of the road marked by the letter D on the plan except the tramway or siding of the brewery company herein-before referred to which shall be so constructed as to cross that road on the level at or near the point marked L and such level crossing shall be protected by gates to be erected and at all times maintained by the Company ;
- (17) Nothing in this section shall abridge or prejudice the rights or claims of the brewery company (if any) to compensation for all loss arising to them by their land not being by reason of any of the works or operations of the Company useable or available for such docks lay-byes and wharves as the brewery company have now power to make under the provisions of the Manchester Ship Canal Act 1885 ;
- (18) In case any difference or dispute shall arise between the Company and the brewery company or their assigns upon the construction of any of the preceding sub-sections or as to the nature or mode of the execution of any works in this section referred to or the amount of any purchase money or compensation to be paid by the Company to the brewery company the same shall be settled either by arbitration in the manner

provided by the Lands Clauses Acts or by reference to the Board of Trade or both at the option of the brewery company ;

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- (19) Nothing in this section shall prejudice abridge or defeat the rights of the brewery company to compensation in respect of any lands acquired from or injury occasioned to their property by or in consequence of any of the works or operations of the Company but in assessing any compensation payable for any such injury regard shall be had to the works provided for by this section.

42. The following provisions for the protection of Joseph Charlton Parr of Grappenhall Heyes in the county of Chester or other the owner or owners for the time being of the Grappenhall Heyes Estate (all of whom are included under the name of Joseph Charlton Parr when used in this section) shall apply unless otherwise agreed on in writing between Joseph Charlton Parr and the Company (that is to say) :—

For the protection of Joseph Charlton Parr.

- (1) The Company shall construct according to plans to be approved by and to the reasonable satisfaction of Joseph Charlton Parr and for ever thereafter maintain for the use of Joseph Charlton Parr and his tenants and others by his or their authority an ornamental brick or stone bridge over Railway No. 1 with a metalled roadway of the width of not less than thirty feet between the parapet walls thereof with suitable and convenient approaches in such a position upon his property as shall be selected by him and another ornamental brick or stone bridge over Railway No. 1 with a metalled roadway of the width of not less than thirty feet between the parapet walls thereof with suitable and convenient approaches for the purpose of carrying the drive from Grappenhall Heyes mansion house to the village of Grappenhall shown on the deposited plans over Railway No. 1 and such last-mentioned bridge shall be constructed in line with the said drive The parapet walls of such bridges not to be of less height than four feet six inches above the roadway ;

- (2) The Company shall commence to construct the said bridges as soon as they commence any works for the construction of Railway No. 1 on the property of Joseph Charlton Parr and shall complete such bridges and all works connected therewith with all reasonable expedition after commencing the same The Company shall also provide and maintain during the construction of such bridges respectively proper and convenient temporary means for Joseph Charlton Parr and his tenants and

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other persons as aforesaid to cross the works of the Company at the sites of such bridges respectively with vehicles and animals ;

- (3) The Company shall not divert any footpath on the Grappenhall Heyes Estate so as to take the same across either of the said bridges so to be constructed as aforesaid ;
- (4) The Company shall not construct Railway No. 1 or any of the works connected therewith nearer to the said Grappenhall Heyes mansion house than three hundred and eighty yards ;
- (5) The Company shall (notwithstanding anything in this Act to the contrary) carry Railway No. 1 over Stockton Lane numbered on the deposited plans 3 in the parish of Grappenhall by a bridge having a clear opening under the same of not less than twenty-five feet and of a clear height above the roadway of not less than fifteen feet throughout and shall not in constructing the said Railway No. 1 over Stockton Lane alter the gradients of such lane so as to make the same steeper than at present The Company shall in constructing Railway No. 1 through the property of Joseph Charlton Parr construct the same as nearly as practicable at the levels shown on the deposited sections ;
- (6) If the Company interfere with or prejudicially affect the farmhouse and outbuildings stackyard garden or yard or any of them belonging to the Mountain Farm numbered on the deposited plans 4 in the parish of Grappenhall they shall either rebuild such farmhouse and outbuildings so as to be at least equally as convenient and commodious as at present and in such position on the property of Joseph Charlton Parr as he shall select or make compensation to him for such interference or prejudicial affection at his option ;
- (7) The Company shall fence off Railway No. 1 where passing through the property of Joseph Charlton Parr with such style of fence railing or hedge as he shall reasonably require ;
- (8) The Company shall be entitled to purchase and take for the purposes of their works such land only of Joseph Charlton Parr as may be required to construct Railway No. 1 with not more than two lines of rails through his property together with such additional land as may be required for the site of a station ;
- (9) The Company shall compensate Joseph Charlton Parr and his tenants for all damage to any wells on his property by reason of the decrease of the water therein caused by any of the works of the Company or shall provide him and his tenants with an equally good supply of water both in quantity and quality If

any springs or streams of water in or on the lands of Joseph Charlton Parr shall be cut through or diverted by the works of the Company the Company shall convey the waters thereof for his use to such point on such lands within five hundred yards of their works as Joseph Charlton Parr shall select In case any damage to any such wells shall arise during the construction of the railways or within two years after the completion thereof the same shall *primâ facie* be presumed to be due to the works of the Company and the burden of proving the contrary shall be upon the Company ;

- (10) In the event of any works or operations of the Company interfering with or prejudicially affecting the present drainage of any of the property of Joseph Charlton Parr or the outfalls thereof the Company shall at their own expense restore and make good such drainage or outfalls so as to be at least as efficient as at present to the reasonable satisfaction of Joseph Charlton Parr and if the Company shall make default in so doing they shall pay Joseph Charlton Parr and his tenants full compensation for any damages or injury sustained by him or them or any of them by or in consequence of such default ;
- (11) The Company shall make compensation for all residential and other damage and injurious affection which may be caused to Joseph Charlton Parr or his property by reason of the construction or use of Railway No. 1 through his property as aforesaid and the interference with the enjoyment and amenities thereof ;
- (12) The amount of any compensation payable to Joseph Charlton Parr or his tenants if not agreed shall be settled in manner provided by the Lands Clauses Acts for the settlement of cases of disputed compensation ;
- (13) In case of any difference arising between the Company and Joseph Charlton Parr as to any plans or specifications of or the mode of executing any works under this section such difference shall be settled by an engineer to be appointed on the application of either party by the Board of Trade ;
- (14) Nothing in this section contained shall prejudice abridge lessen or defeat the right of Joseph Charlton Parr or his tenants to compensation for land acquired from him or them or to any further compensation to which he or they may be entitled for injury occasioned to his or their property by or in consequence of the works of the Company or to the construction of such further accommodation and other works as provided by the Railways Clauses Consolidation Act 1845 Provided that in

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estimating any compensation payable for any such injury regard shall be had to the works provided for by this section.

For the protection of the Manchester Ship Canal Company.

43. In carrying the railway and works (in this Act and hereinafter referred to as "Railway No. 1") over the canals and over or through lands and property belonging to or occupied by the Manchester Ship Canal Company (hereinafter called "the canal company") the following provisions for the protection of the canal company (unless otherwise agreed on in writing between the canal company and the Company) shall apply to and be obligatory upon the Company:—

- (1) The Company shall carry Railway No. 1 over the Manchester Ship Canal now in course of construction by the canal company under the powers of the Manchester Ship Canal Act 1885 (hereinafter called "the ship canal") and over the Runcorn and Latchford Canal and the Bridgewater Canal respectively belonging to the canal company upon girder bridges in accordance with the provisions of this section and in the lines and according to a plan and section already agreed upon and signed by Robert Elliott Cooper on behalf of the Company and Edward Leader Williams on behalf of the canal company and which said plan and section are hereinafter referred to as "the agreed plan and section";
- (2) The bridge for carrying Railway No. 1 over the ship canal at the point marked with the letter A on the said agreed plan shall be so constructed as to leave a clear available space of one hundred and twenty feet at least measured at right angles with the face of the abutments of the said bridge and the height of the underside of the girders carrying Railway No. 1 over the ship canal shall for the whole width between the said abutments be not less than eighty-six feet four inches above ordnance datum. The Company shall construct on each side of the ship canal a side arch or opening under Railway No. 1 thirty-six feet wide at least measured on the square to enable railways or roads to be constructed alongside the ship canal. The headway under each of the said arches or openings shall be eighteen feet at least across the whole width of each arch or opening;
- (3) The bridge for carrying Railway No. 1 over the Runcorn and Latchford Canal and the towing path thereof at or near the point marked with the letter B on the agreed plan shall be so constructed as to leave a clear available space of seventy-two feet at least measured at right angles with the face of the

abutments of the said bridge of which said seventy-two feet not [A.D. 1891.]
less than twelve feet nor more than sixteen feet shall be on the
north side of the present north margin of that canal and the
height of the underside of the girders carrying Railway No. 1
over the Runcorn and Latchford Canal shall for the whole
width between the said abutments be twenty feet at the least
above the top water level of that canal. The abutments of the
said bridge shall be carried to good foundations and so as to
allow the Runcorn and Latchford Canal being at any time
deepened to a depth of twelve feet below the top water level of
that canal. The Company shall permit the canal company at
any time to widen the Runcorn and Latchford Canal on the
south side thereof up to the face of the southern abutment of
the bridge carrying Railway No. 1 over that canal and the
Company shall give and convey to the canal company free of
cost any land acquired by them in connexion with Railway
No. 1 and not occupied by that railway which shall be required
for such widening;

- (4) The bridge for carrying Railway No. 1 over the Bridgewater Canal and the towing path thereof at the point marked with the letter C on the agreed plan shall be so constructed as to leave a clear available space of seventy-two feet at least measured at right angles with the face of the abutments of the said bridge of which said seventy-two feet not less than twelve feet nor more than sixteen feet shall be on the north side of the present north margin of that canal and the height of the underside of the girders carrying Railway No. 1 over the Bridgewater Canal shall for the whole width between the said abutments be eleven feet six inches at the least above the top water level of that canal. The abutments of the said bridge shall be constructed of white glazed bricks on their inner faces and for three feet at least on the sides measured from the inner faces. Such abutments shall be carried to good foundations so as to allow the Bridgewater Canal being deepened to a depth of nine feet below the top water level of that canal;
- (5) The Company shall permit the canal company at any time hereafter to widen the Bridgewater Canal on the south side thereof up to the face of the southern abutment of the bridge carrying Railway No. 1 over that canal and the Company shall give and convey to the canal company free of cost any land acquired by them in connexion with Railway No. 1 and not occupied by that railway which shall be required for such widening;

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- (6) All the works of Railway No. 1 so far as they are in and over the ship canal the Runcorn and Latchford Canal or the Bridgewater Canal or any lands or property belonging to or occupied by the canal company shall be constructed according to such plans sections and specifications as shall be previously submitted to and approved in writing by and under the superintendence and to the reasonable satisfaction of the engineer for the time being of the canal company and the Company shall pay the reasonable costs incurred by the canal company in or about such superintendence and in or about the inspection or approval of plans sections and specifications as aforesaid Provided that if such engineer shall not have expressed his approval or disapproval of the said plans sections and specifications within two months after the same shall have been submitted to him he shall be deemed to have approved thereof;
- (7) The Company shall after having entered into or upon any lands belonging to or occupied by the canal company for the purposes of the construction of Railway No. 1 execute and finish the same with the utmost practical despatch;
- (8) In constructing the Railway No. 1 over the ship canal the Runcorn and Latchford Canal or the Bridgewater Canal it shall not be lawful for the Company to place either permanently or temporarily any staging pillar or other work in any of such canals or any tow-path belonging thereto but such canals and tow-paths shall be at all times left wholly intact and uninterfered with by or in the construction and maintenance of Railway No. 1;
- (9) All the lands and spaces between the abutments piers and pillars for carrying the Railway No. 1 over any lands or property of the canal company shall continue to be the absolute property of the canal company and may be used and enjoyed by them accordingly subject only to any easement thereover which may be acquired by the Company under the provisions of this Act for the purpose of the construction and maintenance of Railway No. 1;
- (10) In order to prevent injury to the lands and property of the canal company the Company shall so make and construct and for ever thereafter maintain the Railway No. 1 through and over the canals lands and property of the canal company as to make and at all times thereafter maintain the bridges reasonably drop dry and prevent any water or dirt therefrom from flowing

or passing into or upon the canals lands and property of the canal company or any of them or any part or parts thereof respectively ;

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(11) If in the construction of Railway No. 1 or any other works authorised by this Act it should be found necessary to cross cut through stop or otherwise interfere with any street road footpath approach culvert or watercourse or to remove or interfere with any telegraph or telephone poles or wires belonging to or used by the canal company the Company shall before the commencement of any such operations construct and provide a substituted street road footpath approach culvert or watercourse or substituted telegraph or telephone poles or wires instead of and as convenient as those to be interfered with and to the reasonable satisfaction of the canal company or their principal engineer ;

(12) During the construction of Railway No. 1 over the canals and over or through any lands or property of the canal company the Company will bear and on demand pay to the canal company the expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching their said canals lands and property with reference to and during the execution of Railway No. 1 and any other works of the Company whether temporary or permanent affecting or likely to affect the said canals lands or property of the canal company or any of them or any part or parts thereof respectively and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations of the Company or from the acts or defaults of their contractors or of any person or persons in their employment or otherwise ;

(13) The Company shall at all times maintain the bridges and other works by which Railway No. 1 shall be so carried over the canals lands and property of the canal company in substantial repair and good order to the reasonable satisfaction in all respects of the principal engineer of the canal company and if and whenever the Company fail so to do the canal company may make or do in and upon as well the lands of the Company as their own lands such repairs and the sum from time to time certified by such engineer to be the reasonable amount of such expenditure shall be repaid to the canal company by the Company and in default of payment may be recovered by them from the Company with full costs in any court of competent jurisdiction ;

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- (14) The Company and their contractors and their respective agents servants or workmen shall not in constructing or repairing Railway No. 1 or any works over or affecting the canals lands and property belonging to or used by the canal company obstruct impede or interfere with the free and uninterrupted and safe use of the canals towing-paths and other works of the canal company or any traffic thereon or if any such obstruction or interference shall be caused or take place contrary to this enactment the Company shall pay to the canal company all costs and expenses to which that company may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption such costs expenses and compensation to be recoverable with full costs by that company in any court of competent jurisdiction ;
- (15) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the canal company all costs losses damages and expenses which may be occasioned to the canal company or to any of their canals works or property or to the traffic thereon or to the persons lawfully using the same or otherwise by reason of the execution or failure of the railway or any of the works in connexion therewith or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company will effectually indemnify and hold harmless the canal company from all claims and demands upon or against them by reason of such execution or failure and of any such act or omission ;
- (16) The Company shall not in any case without the previous consent in writing under the common seal of the canal company take use enter upon or interfere with the canals works lands or property at any time belonging to or in the possession or under the power of the canal company ;
- (17) With respect to the canals works lands or property of the canal company over which the Company are by this Act authorised to carry Railway No. 1 the Company shall not purchase or take the same but they may purchase and take and the canal company may and shall sell and grant accordingly an easement or right of using the same under and subject to the provisions of this section for the purposes for which but for this enactment the Company might purchase and take the same ;

- (18) If any question or difference shall at any time arise between the Company and the canal company touching any plans sections or specifications prepared by the Company for the construction of any of the works herein-before provided for or as to the reasonableness or sufficiency of such plans sections or specifications of such works the same shall be settled and determined by the engineers of the Company and the canal company or failing agreement by an engineer to be appointed by the President of the Institute of Civil Engineers on the application of either party and the decision of such last-named engineer shall be final and conclusive and the costs of and incident to such determination shall be in his discretion ;
- (19) The Company shall not construct any works over or which will in any way affect the Bridgewater Canal until they shall have obtained such additional powers (if any) as may be required to enable them to comply with such of the provisions of this section as relate to that canal ;
- (20) Whenever used in this section the word "canals" shall include the ship canal the Bridgewater Canal and the Runcorn and Latchford Canal The word "lands" shall include canals docks basins quays wharves landing places locks towing paths and other conveniences connected therewith The words "the canal company" shall include the Manchester Ship Canal Company their successors and assigns and the words "the Company" shall include the Lancashire Derbyshire and East Coast Railway Company their successors and assigns.

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44. The following provisions for the protection of John Vigor Fox of Girsby Manor in the county of Lincoln or other the owner or owners for the time being of the estates belonging to him or to which he is entitled under the uses or limitations of the will of William Fox the great-grandfather of the said John Vigor Fox (all of whom are included under the name of John Vigor Fox when used in this section) shall apply unless otherwise agreed on in writing between John Vigor Fox and the Company (that is to say) :—

For the protection of John Vigor Fox.

- (1) The Company shall construct according to plans to be approved by and to the reasonable satisfaction of John Vigor Fox and for ever thereafter maintain for the use of John Vigor Fox and his tenants of Bradley Hall Farm in the townships of Appleton and Lymm in the county of Chester and other persons authorised by him or them a bridge of brick stone or iron or any of those materials combined of the width of not less than twenty feet between the parapet walls thereof

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with suitable and convenient metalled approaches over Railway No. 1 in such position at or near the place where the said railway crosses the existing bridle and private road leading from the high road from Warrington to Knutsford known as Cliffe Lane to the farm buildings of the said Bradley Hall Farm as John Vigor Fox shall designate and shall also to the reasonable satisfaction of John Vigor Fox make such alterations in and about the same bridle and private road as may be rendered necessary in consequence of the erection of the said bridge ;

The approaches to such bridge shall be of such gradients as may be reasonably required and at least twenty-five feet in width of roadway and properly fenced The height of such fence and the parapet walls of the bridge shall be at least four feet six inches ;

(2) The Company shall also construct according to plans to be approved by and to the reasonable satisfaction of John Vigor Fox and for ever thereafter maintain for the use of John Vigor Fox and his tenants and other persons as aforesaid a level crossing for carts and other vehicles and animals with suitable and convenient approaches and proper gates thereto over Railway No. 1 near the centre of the said Bradley Hall Farm and a cattle arch under the said railway with a clear opening of twenty feet and height of ten feet and suitable and convenient approaches near the eastern side of the said farm in such positions as shall be respectively selected by John Vigor Fox ;

(3) The Company shall commence to construct the said bridge level crossing and cattle arch as soon as they commence any works for the construction of Railway No. 1 on any part of the said Bradley Hall Farm and shall complete such bridge level crossing and cattle arch and all works connected therewith with all reasonable expedition after commencing the same ;

The Company shall also provide and maintain during the construction of such bridge level crossing and cattle arch respectively proper and convenient temporary means for John Vigor Fox and his tenants and other persons as aforesaid to cross the works of the Company at the sites of such bridge level crossing and cattle arch respectively with carts vehicles and animals ;

(4) The Company shall compensate John Vigor Fox and his tenants for all damage (if any) to any wells on the Bradley

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Hall Farm and the Howshoots Farm of John Vigor Fox or to the moat round Bradley Hall farmhouse and outbuildings now used as a drinking place for cattle by reason of the decrease of the water therein caused by any of the works of the Company or shall provide him and his tenants with an equally good supply of water both in quantity and quality. If any springs or streams of water in or on the lands of John Vigor Fox shall be cut through or diverted by the works of the Company the Company shall convey the waters thereof for the use of John Vigor Fox to such point on such lands within 500 yards of their works as John Vigor Fox shall select. In case any damage to any such wells or moat shall arise during the construction of the railway or within two years after the completion thereof the same shall *primâ facie* be presumed to be due to the works of the Company and the burden of proving the contrary shall be upon the Company ;

- (5) In the event of any works or operations of the Company under this Act or the exercise of any of the powers herein contained interfering with or prejudicially affecting the present drainage of the said estates of John Vigor Fox or to which he is entitled as aforesaid or the outfalls thereof or the passage or escape of flood water therefrom as freely as at present the Company shall at their own expense restore and make good such drainage or outfalls and provide for the passage or escape of such flood water as freely as at present to the reasonable satisfaction of John Vigor Fox and if the Company shall make default in so doing they shall pay John Vigor Fox and his tenants full compensation for any damage or injury sustained by him or them or any of them by or in consequence of such default ;
- (6) The amount of any compensation payable to John Vigor Fox or his tenants under this section if not agreed shall be settled in manner provided by the Lands Clauses Acts for the settlement of cases of disputed compensation ;
- (7) In case of any difference arising between the Company and John Vigor Fox as to any plans or the mode of executing any work under this section such difference shall be settled by an engineer to be appointed on the application of either party by the Board of Trade ;
- (8) Nothing in this section contained shall prejudice abridge lessen or defeat the right of John Vigor Fox or his tenants to compensation for land acquired from or injury occasioned to his or their property by or in consequence of the works

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of the Company or to the construction of all necessary accommodation and other works as provided by the Railways Clauses Consolidation Act 1845 Provided that in estimating any compensation payable for any such injury regard shall be had to the works provided for by this section.

For the protection of
Colonel
Henry Martin Cornwall
Legh.

45. For the protection of Henry Martin Cornwall Legh or other the owner or owners for the time being of the High Legh Estate in the township of High Legh in the county of Chester (in this section called "the estate") of which the said Henry Martin Cornwall Legh is or claims to be the present owner (all of whom are in this section included in the expression "the owner") the following provisions shall unless otherwise agreed between the owner and the Company be observed and have effect (that is to say):—

- (1) The Company shall at some convenient place upon the said estate to be approved by the owner construct and complete for public use concurrently with the construction and opening for public use of the said railway a station for passengers and goods with all ordinary and proper works conveniences and accommodation for the reception and transmission of passengers cattle goods minerals and merchandise and other traffic requiring transmission and shall for ever thereafter keep and maintain the same open and at all times work the same and all traffic so as to ensure that no unreasonable delay or inconvenience shall occur in the reception or transmission of such passengers cattle goods minerals and merchandise and other traffic;
- (2) The Company shall at some convenient place upon the estate to be approved by the owner construct and complete concurrently with the construction and opening for public use of the said railway a good and sufficient siding with a proper junction with the said railway for the accommodation loading and unloading of coals minerals stone and other produce of the estate and the Company shall at their own cost and expense supply and lay down rails thereon and lay in the points to form the said junction and maintain the same with all proper signals and apparatus and shall work the same and all traffic coming therefrom or going thereto with all reasonable despatch and so as to cause no unreasonable delay or inconvenience in the passing of trains to or from the said siding;
- (3) For the purpose of affording communication between the portions of the estate which will be severed by the said railway

the Company shall provide crossings either on the level or by means of bridges over or under the railway (as the owner may require) at such points as the owner shall approve and to his reasonable satisfaction. And wherever the said railway will cross any existing occupation road on the estate such roads shall at the Company's expense and to the satisfaction of the owner be carried by means of bridges either over or under the railway as the case may require. Every bridge for carrying the railway over any such road shall be constructed of the clear width between the abutments of not less than twenty-five feet and shall have a headway of not less than fifteen feet. And every bridge for carrying the roadway of every such road over the railway shall be not less than twelve clear feet between the parapets which shall be not less than five feet above the finished level of the road. The approaches to all bridges shall be not less than twenty-five feet in width and shall be constructed with gradients not steeper than 1 in 30;

- (4) Before removing or interfering with any ponds or watering-places for cattle or the supply of water thereto the Company shall provide to the reasonable satisfaction of the owner and at such points as he shall approve another pond or watering-place in substitution for every pond or watering-place so removed or interfered with;
- (5) ~~The Company in constructing the said railway through the~~ estate shall make provision by culverts or otherwise to the reasonable satisfaction of the owner for carrying the drainage of the estate across the same and the Company shall not interfere with the existing system of drainage until they have made other sufficient provision therefor to the reasonable satisfaction of the owner and the owner shall be at liberty to drain the estate or any part thereof into any drains or ditches to be constructed by the Company and the Company shall provide and maintain proper drains gullies and outfalls for the drainage of all occupation roads upon the estate interfered with by the construction of the said railway to the satisfaction of the owner;
- (6) Any difference which may at any time arise between the owner and the Company with respect to any matter under this section shall unless otherwise agreed be settled by arbitration in the manner provided by the Lands Clauses Acts;
- (7) The foregoing provisions of this section shall be in addition to and not in substitution for any liability and obligation

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imposed upon the Company by the Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and the Railways Clauses Act 1863 or any of those Acts.

For the protection of Egerton Leigh.

46. For the protection of Egerton Leigh or other the owner or owners for the time being of the High Legh Estate in the township of High Legh in the county of Chester (in this section called "the estate") of which the said Egerton Leigh is or claims to be the present owner (all of whom are in this section included in the expression "the owner") the following provisions shall unless otherwise agreed between the owner and the Company be observed and have effect (that is to say):—

- (1) For the purpose of affording communication between the portions of the estate which will be severed by the said railway the Company shall provide crossings either on the level or by means of bridges over or under the railway (as the owner may require) at such points as the owner shall approve and to his reasonable satisfaction and wherever the said railway will cross any existing occupation road on the estate such roads shall at the Company's expense and to the satisfaction of the owner be carried by means of bridges either over or under the railway as the case may require. Every bridge for carrying the railway over any such road shall be constructed of the clear width between the abutments of not less than twenty-five feet and shall have a headway of not less than fifteen feet and every bridge for carrying the roadway of every such road over the railway shall not be less than twelve clear feet between the parapets which shall be not less than five feet above the finished level of the road. The approaches to all bridges shall be not less than twenty-five feet in width and shall be constructed with gradients not steeper than 1 in 30;
- (2) Before removing or interfering with any ponds or watering-places for cattle or the supply of water thereto the Company shall provide to the reasonable satisfaction of the owner and at such points as he shall approve another pond or watering-place in substitution for every pond or watering-place so removed or interfered with;
- (3) The Company in constructing the said railway through the estate shall make provision by culverts or otherwise to the reasonable satisfaction of the owner for carrying the drainage of the estate across the same and the Company shall not interfere with the existing system of drainage until they have made other sufficient provision therefor to the reasonable satisfaction of the owner and the owner shall be at liberty to

drain the estate or any part thereof into any drains or ditches to be constructed by the Company and the Company shall provide and maintain proper drains gullies and outfalls for the drainage of all occupation roads upon the estate interfered with by the construction of the said railway to the satisfaction of the owner;

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- (4) Any difference which may at any time arise between the owner and the Company with respect to any matter under this section shall unless otherwise agreed be settled by arbitration in the manner provided by the Lands Clauses Acts;
- (5) The foregoing provisions of this section shall be in addition to and not in substitution for any liability and obligations imposed upon the Company by the Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and the Railways Clauses Act 1863 or any of those Acts.

47. For the protection of John Byrne Leicester Warren Baron de Tabley (in this section referred to as "the owner") the following provisions shall apply and have effect unless otherwise agreed in writing between the owner and the Company:—

For the protection of
Lord de
Tabley.

- (1) Before opening any of the railways numbered respectively 1 and 2 for public traffic the Company shall at their own expense make construct and for ever thereafter maintain in connexion therewith and to the reasonable satisfaction of the owner the following works and conveniences in the parish of Over Tabley (that is to say):—

- (A) A level crossing in the property numbered in the deposited plans and books of reference 31 in the said parish at the point marked and measured on the said plans nine miles one and a half furlongs or at such suitable place near thereto as may be agreed upon between the owner and the Company;
- (B) A level crossing in the property numbered in the deposited plans and books of reference 34 in the said parish at the point marked on the said plans nine miles three furlongs or at such suitable place near thereto as may be agreed upon between the owner and the Company;
- (c) A good substantial bridge over the railway between the properties numbered in the deposited plans and books of reference 46 and 47 in the said parish at the point marked on the said plans nine miles seven furlongs or at such suitable place near thereto as may be agreed upon between the owner and the Company The said bridge to be not

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less than thirty-six feet in width between the parapets and the parapets to be six feet in height and extend the whole width of the railway and six feet beyond on each side. The approaches to the bridge on each side of the railway to be properly fenced and good oak gates and rails to be placed at each end of the roadway leading over the bridge;

- (D) A level crossing in the property numbered in the deposited plans and books of reference 48 in the said parish at the point marked and measured on the said plans ten miles one and a half furlongs or at such suitable place near thereto as may be agreed upon between the owner and the Company;
- (E) A new road not exceeding ten yards in width of suitable materials for ordinary carriage and farm purposes leading from Heathfield House and the Grove Farm across the fields numbered 52 and 53 on the deposited plans to the public road numbered 50 on the said plans with suitable iron fencing on each side thereof together with gates where required. The said road to be in such position as may be agreed upon between the owner and the Company and to be completed to the reasonable satisfaction of the owner. The land for such road outside the boundaries of the land taken by the Company to be provided by the owner free of cost to the Company and the road and fencing outside of such boundaries to be maintained by the owner;
- (F) The bridge for carrying the railway over Tabley Hill Road numbered 38 on the deposited plans shall not be less than thirty feet in width between the abutments instead of twenty-five feet as shown on the said plans;
- (2) Should the works of the Company interfere with or prejudicially affect the supply of water to the estate of the owner in the said parish the Company shall restore such supply or provide an equally good supply of water both in quality and quantity;
- (3) Should the works of the Company cause any collection of water to the detriment of the said estate they shall forthwith cause the same to be drained or conveyed away to the reasonable satisfaction of the owner;
- (4) Should the works of the Company interfere with or prejudicially affect any drains or drainage works on the said estate the Company shall restore or make good the same or provide

other drains and drainage works equally convenient and effective in all respects ; A.D. 1891.

- (5) Any difference which may at any time arise between the owner and the Company with respect to any matter under this section shall unless otherwise agreed be settled by arbitration in the manner provided by the Lands Clauses Acts.

48. For the protection and benefit of Wilbraham Baron Egerton of Tatton and his sequels in estate (in this section called "the owner") the following provisions shall unless otherwise agreed to in writing between the owner and the Company be observed and have effect (that is to say) :—

For the protection of Lord Egerton of Tatton.

- (1) In constructing the Railway No. 1 by this Act authorised the public road numbered on the deposited plans 15 in the parish of High Legh in the county of Chester shall be carried over that railway by a bridge not less than thirty feet in width between the parapets and with approaches on each side so far as altered by the Company not steeper than 1 in 30 and the railway where it passes under the said road shall be constructed at a level five feet below the level shown on the deposited section ;
- (2) The public road numbered on the deposited plans 24 in the said parish of High Legh shall be carried over the said Railway No. 1 by a bridge not less than thirty feet in width between the parapets and the gradient of that road shall not be steeper than at present and the line and course of such road shall not be altered ;
- (3) The public road numbered on the deposited plans 29 in the said parish of High Legh shall be carried over the said Railway No. 1 by a bridge as nearly as practicable at right angles to the railway such bridge shall be not less than thirty feet in width between the parapets and the approaches thereto so far as altered by the Company shall not be steeper than 1 in 30 and the railway where it passes under the said road shall be constructed at a level five feet below the level shown on the deposited section ;
- (4) In constructing Railway No. 3 by this Act authorised the road numbered on the deposited plans 13 in the parish of Mobberley in the county of Chester shall be carried over that railway by a bridge not less than thirty feet in width between the parapets The gradient of the approach to the bridge from the eastward so far as altered by the Company shall not be steeper than 1 in 40 and the gradient of the approach from the westward so far as altered shall not be less than 1 in 30 The

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roadway over the bridge and the approaches thereto so far as altered as aforesaid shall be formed and metalled by the Company with hard material to a depth of not less than eighteen inches and the railway where it passes under the said road shall be constructed at a level five feet below the level shown on the deposited section ;

- (5) The public footpath passing through the field numbered on the deposited plans 21 in the last-mentioned parish may be diverted by the Company so as to join the occupation road passing between the fields numbered on those plans 21 and 22 in the same parish and that occupation road shall be carried over the said railway No. 3 by a bridge not less than twenty feet in width between the parapets and with approaches on each side not steeper than 1 in 30 and the railway where it passes under the said road shall be constructed at a level five feet below the level shown on the deposited section ;
- (6) Each of the bridges constructed in pursuance of sub-sections 1 2 3 4 and 5 of this section shall be constructed of such a strength as to have a weight carrying capacity of not less than ten tons ;
- (7) The Company shall construct a bridge for an intended road under Railway No. 4 by this Act authorised at or near the point marked and measured on the deposited plans of that railway eight miles seven furlongs and five chains in the parish of Heaton Norris in the county of Lancaster such bridge shall be not less than thirty-six feet in width between the abutments and shall have a clear headway above the ground of not less than eighteen feet ;
- (8) The line of pipes leading from the reservoir on the west side of the said Railway No. 4 to Messrs. Melland and Coward's Mill on the eastern side of that railway shall be carried by and at the expense of the Company under the last-mentioned bridge ;
- (9) The two culverts from Heaton Mersey village passing under the Midland Railway shall be prolonged by and at the expense of the Company under any land in the parish of Heaton Norris purchased by them from the owner and the continuation of such culverts shall be similar in size and construction to the existing culverts passing under the Midland Railway ;
- (10) The Company shall provide a sufficient archway or opening under the said Railway No. 4 for the continuation of the public footpath on the north side of and abutting upon the tail race or goit leading from the River Mersey to the aforesaid mill in the said parish of Heaton Norris ;

(11) In addition to the land in the said parish of Heaton Norris required for so much of the said Railway No. 4 as is situate between the River Mersey and the Midland Railway the Company shall purchase from the owner and the owner shall sell to the Company so much of the land severed by the said portion of Railway No. 4 as is coloured pink on a plan or tracing signed by John Thompson Smith on behalf of the owner and by Robert Elliott Cooper on behalf of the Company at a price to be agreed upon or ascertained by arbitration under the provisions of the Lands Clauses Acts and the Company shall at their own expense when required by the owner construct form pave and sewer one-half part of a certain intended new road not less than twelve yards in width between the points marked A and B shown on the said last-mentioned plan. A.D. 1891.

49. Notwithstanding anything in this Act contained to the contrary the following provisions of this section shall apply and take effect for the protection of the Right Honourable Henry Edward John Baron Stanley of Alderley or other the owner or owners for the time being of estates in the parishes of Over Alderley Chorley and Great Warford in the county of Chester and lord of the manor of Over Alderley herein-after in this section referred to as the owner (unless otherwise agreed in writing between the owner and the Company) (that is to say):— For protection of
Lord Stanley
of Alderley.

(1) Before opening any of the railways by this Act authorised for public traffic the Company shall at their own expense construct and make and shall for ever thereafter maintain the following works and conveniences (that is to say):—

RAILWAY NO. 3.—PARISH OF OVER ALDERLEY.

No. on deposited Plan.	Description of Works.
3	A bridge for carrying the public road over the railway with convenient approaches thereto 18 feet wide between the parapets and throughout the approaches at a point shown on deposited plans as 7 miles 5 chains.
12	A bridge for carrying the public footpath over the railway with convenient approaches thereto 18 feet wide between the parapets and throughout the approaches at point shown on deposited plans as 7 miles 46·50 chains.

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RAILWAY No. 3.—PARISH OF CHORLEY.

On Lindow Common.

No. on deposited Plan.	Description of Works.
47	A bridge for carrying the road over the railway with convenient approaches thereto 12 feet wide between the parapets and throughout the approaches at 4 miles 46.5 chains.
17	A bridge for carrying the occupation road over the railway with convenient approaches thereto 25 feet wide between the parapets and throughout the approaches at 4 miles 28 chains.

- (2) Drainage works to be approved by owner consisting of the laying and maintaining of pipes or brick culverts of sufficient capacity to continue the existing system of drainage or water-courses where practicable at their present levels and in their present directions where crossed by railway embankment;
- (3) All bridges to be of iron brick or stone and cement or a combination of such materials;
- (4) All necessary works for preventing damage to adjoining houses and lands to be executed and maintained by the Company;
- (5) Subject to the express provisions of this Act nothing in this Act contained shall take away diminish or prejudicially affect any rights powers or privileges belonging to or enjoyed by the owner;
- (6) The provisions in this section contained shall be in addition to and not in derogation of any rights remedies or compensation to which the owner is or may be entitled under the provisions of this Act or any Acts incorporated herewith;
- (7) Any dispute or difference which may arise between the owner and the Company with reference to the provisions of this section or in any way arising thereout or as to any works to be carried out in pursuance thereof shall be settled by arbitration by an arbitrator to be appointed by the president for the time being of the Surveyors' Institution on the application of the owner and the Company or either of them and the cost of such arbitration shall be in the discretion of the arbitrator.

50. Notwithstanding anything in this Act contained to the contrary the following provisions of this section shall apply and take effect for the protection of Charles Meaburn Tatham and Horatio Noble Pym as trustees of the will of Thomas William Langford Brooke deceased or other the owner or owners for the time being of estates in the parishes of Mere and Over Tabley in the county of Chester (herein-after in this section referred to as "the owner") unless otherwise agreed in writing between the owner and the Company (that is to say):—

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 For protection of trustees of will of Thomas Wm. Langford Brooke deceased.

- (1) Before opening any of the railways by this Act authorised for public traffic the Company shall at their own expense construct and make and shall for ever thereafter maintain the following works and conveniences (that is to say):—

RAILWAY No. 1.—PARISH OF MERE.

No. on deposited Plan.	Description of Works.
1 At 6 miles 77 chains.	An archway for carts and cattle not less than 12 feet wide and 15 feet in height for providing access underneath the railway.
4 At 7 miles 17.5 chains.	A bridge over the railway for cart traffic with convenient approaches thereto 18 feet wide throughout.
8 At 7 miles 40 chains.	A bridge over the railway for cart traffic with convenient approaches thereto 18 feet wide between the parapets and throughout the approaches.

RAILWAY No. 1.—PARISH OF OVER TABLEY.

No. on deposited Plan.	Description of Works.
1 At 7 miles 55 chains.	If existing water supply for cattle lessened or interfered with a new supply to be furnished by the construction of a well pump and trough or other means approved by the owner.
3 At 7 miles 68 chains.	A bridge over railway for cart traffic with convenient approaches thereto 25 feet wide between the parapets and throughout the approaches.
7 At 8 miles 7.5 chains.	A bridge over railway for cart traffic with convenient approaches thereto 18 feet wide between the parapets and throughout the approaches.

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RAILWAY No. 1.—PARISH OF OVER TABLEY—*continued.*

No. on deposited Plan.	Description of Works.
12 At 8 miles 45 chains.	The railway to be carried over the public road by a bridge 25 feet in width between the abutments and with a clear headway of not less than 16 feet.
20	Watercourse to be straightened from the highway and if necessary for the protection of the railway or for the protection of the adjoining property of the owner a paved and walled waterway of brick or stone and cement constructed of sufficient capacity. A new thorn hedge to be planted in position to be approved by the owner and protected with substantial railings.
20 and 21	Passenger and goods station to be built maintained and used and a roadway to be reserved to the owner of not less than 36 feet in width on the southerly boundary of the estate in the event of the station being built between the railway and the boundary of the estate.

- (2) Drainage works to be approved by the owner consisting of the laying and maintaining of pipes or brick culverts of sufficient capacity to continue where practicable the existing system of drainage or watercourses at their present levels and in their present directions where crossed by railway embankment;
- (3) All bridges to be of brick stone or iron or a combination of those materials;
- (4) All necessary works for preventing damage to adjoining houses and lands to be executed and maintained by the Company;
- (5) Subject to the express provisions of this Act nothing in this Act contained shall take away diminish or prejudicially affect any rights powers or privileges belonging to or enjoyed by the owner;
- (6) The provisions in this section contained shall be in addition to and not in derogation of any rights remedies or compensation to which the owner is or may be entitled under the provisions of this Act or any Acts incorporated herewith;
- (7) Any dispute or difference which may arise between the owner and the Company with reference to the provisions of this section or in any way arising thereout or as to any works to be

carried out in pursuance thereof shall be settled by arbitration by an arbitrator to be appointed by the president for the time being of the Surveyors' Institution on the application of the owner and the Company or either of them and the cost of such arbitration shall be in the discretion of the arbitrator. A.D. 1891.

51. For the protection of the county council of the county of Chester (in this section called "the council") the following provisions shall unless otherwise agreed between the Company and the council be observed and have effect (that is to say):— For the protection of
the Cheshire
County
Council.

1.—(A) The bridge for carrying Railway No. 1A over the Wilderspool Causeway numbered on the deposited plans 7 in the parish of Latchford shall be constructed to the reasonable satisfaction of the council and of a clear width between the abutments of not less than forty feet measured on the square and with a clear headway throughout the whole width of the roadway of not less than eighteen feet above the level of the road. The roadway under the said bridge shall be widened and re-formed by the Company with a suitable footpath on each side to the satisfaction of the county surveyor so as to include the entire width between the abutments;

(B) The parapets to the said bridge shall be not less than six feet in height above the level of the rails throughout the entire width of the causeway and for a distance of not less than six feet on either side thereof;

(C) The abutments and retaining walls of the said bridge shall be parallel to the centre line of the roadway and no part of the wing walls or retaining walls of the railway embankment shall be constructed or placed within twenty feet of the centre line of the road;

(D) The Company shall provide and maintain to the reasonable satisfaction of the county surveyor proper and sufficient floodways or waterways arches and drains under the said embankment in such position or positions and of such sectional area as in the opinion of the said surveyor may be or from time to time may become necessary for the proper drainage of the surface of the said causeway and to allow the free escape of all flood and other water and drainage which now passes under the said causeway;

2.—(A) The bridge for carrying Railway No. 1 over Grappenhall Road numbered on the deposited plans 44 in the parish of Latchford shall be constructed to the reasonable satisfaction of the county surveyor and of a clear width between the

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- abutments of not less than thirty-six feet measured on the square and the abutments shall be constructed parallel to the centre line of the road ;
- (B) The parapets to the said bridge shall not be less than six feet in height above the level of the rails throughout the entire width of the road and for a distance of not less than six feet on either side thereof ;
- (C) The arch of the said bridge shall be so constructed as to leave a clear headway of not less than sixteen feet for a width of twelve feet above the level of the road and the length of the abutments of the bridge shall not exceed thirty-two feet ;
- 3.—(A) The bridge for carrying Railway No. 1 over the North-wich and Altrincham Road numbered on the deposited plans 23 in the parish of Over Tabley shall be constructed to the reasonable satisfaction of the county surveyor and of a clear width between the abutments of not less than forty feet measured on the square and shall have a girder top and a clear headway throughout the whole width of the roadway of not less than sixteen feet above the level of the road as proposed to be altered ;
- (B) Notwithstanding anything shown on the deposited sections the gradients of the altered portion of the said road leading under the said bridge shall not be steeper than 1 in 30 ;
- (C) The roadway of the altered portion of the said road shall be re-formed and made good to the reasonable satisfaction of the county surveyor and proper drains gullies and outlets for the drainage of the said road shall be provided and maintained by the Company to the reasonable satisfaction of the county surveyor and the Company shall furnish to the said surveyor a plan showing the position of such gullies drains and outlets ;
- 4.—(A) The bridge for carrying the Knutsford Road numbered on the deposited plans 50 in the parish of Over Tabley over Railway No. 1 shall be constructed to the reasonable satisfaction of the county surveyor and of a clear width between the parapets of not less than thirty-six feet measured on the square ;
- (B) The parapets of the said bridge shall not be less than six feet in height above the level of the roadway when altered and shall extend throughout the whole width of the railway and for a distance of not less than six feet on either side thereof ;

(c) The gradients of the approaches to the said bridge shall not be steeper than 1 in 30 and the approaches shall be of the clear width throughout between the fences of not less than thirty-six feet ;

(d) The roadway of the altered portion of the said road shall be not less than twenty-four feet wide between the kerbs of the footpaths which shall be made on each side thereof to the reasonable satisfaction of the county surveyor ;

(e) The altered portion of the said road and the kerbs channels and footpaths thereof shall be made and completed to the reasonable satisfaction of the county surveyor The fences to the approaches shall be not less than four feet six inches in height above the level of the footpaths ;

(f) The Company shall at their own expense complete and for ever thereafter maintain the approaches to and the road over the said bridge and the fences thereof to the reasonable satisfaction of the county surveyor ;

5.—(A) The bridge for carrying the Knutsford and Holmes Chapel Road numbered on the deposited plans 23 in the parish of Nether Knutsford over Railway No. 3 shall be constructed to the reasonable satisfaction of the county surveyor and of a clear width between the parapets of not less than thirty-eight feet measured on the square ;

(B) The roadway shall be not less than twenty-four feet wide between the kerbs of the footpaths which shall be constructed on each side thereof ;

(c) The parapets of the said bridge shall be not less than six feet in height above the level of the footpaths and shall extend throughout the whole width of the railway and for a distance of not less than six feet on either side thereof ;

(d) The roadway kerbs channels footpaths and fencing of the said road shall be made and be for ever thereafter maintained to the reasonable satisfaction of the county surveyor ;

6.—(A) The bridge for carrying the Knutsford and Chelford Road numbered on the deposited plans 16 in the parish of Over Knutsford over Railway No. 3 shall be constructed to the reasonable satisfaction of the county surveyor and of a clear width between the parapets of not less than thirty feet measured on the square ;

(B) The roadway shall not be less than twenty-one feet wide between the kerbs of the footpaths which shall be constructed on each side thereof and shall each be four feet six inches in width ;

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- (c) The parapets of the said bridge shall be not less than six feet in height above the level of the footpaths and shall extend throughout the whole width of the railway and for a distance of not less than six feet on either side thereof ;
- (d) The said road where interfered with or taken up by the Company shall be made good kerbed and channelled and the paths paved and the same shall be for ever thereafter maintained by the Company to the reasonable satisfaction of the county surveyor ;
- 7.—(A) The bridge for carrying the western approach to Chorlton Bridge numbered on the deposited plans 92 in the parish of Cheadle over Railway No. 4 shall be constructed to the reasonable satisfaction of the county surveyor and of a clear width between the parapets of not less than thirty-six feet measured on the square ;
- (B) The parapets shall not be less than six feet in height above the level of the footpaths and the Company shall construct and maintain along the entire length and on each side of the approaches a good and sufficient brick or stone fence wall not less than six feet in height above the level of the footpaths ;
- (c) The gradients of the approaches to the said bridge shall not be steeper than 1 in 30 ;
- (d) The width of the roadway on the bridge and approaches shall be not less than twenty-four feet between the kerbs of the footpaths which shall be made on either side thereof ;
- (E) The road where altered and the kerbs channels and footpaths shall be formed and for ever thereafter maintained by the Company to the reasonable satisfaction of the county surveyor ;
- (F) Notwithstanding anything shown on the deposited plans the Company shall not in any manner interfere with Chorlton Bridge ;
8. Notwithstanding anything shown on the deposited plans of Railway No. 7 the Company shall not without the consent in writing and under the superintendence of the county surveyor enter upon take use or interfere with any part of the road numbered on the deposited plans 44 in the parish of Higher Hurdsfield ;
9. All bridges for carrying the railways over any road under the jurisdiction of the council shall be constructed and maintained so as to prevent as far as practicable the dropping

of water therefrom on any part of the roads or footways thereunder. A.D. 1891.

52. For the protection of the highway board for the district of the East Division of the hundred of Bucklow in the county of Chester (in this section called "the Board") the following provisions shall (unless otherwise agreed on in writing between the Board and the Company) have effect (that is to say):—

For the protection of the highway board for the District of Bucklow East.

(1) The Company shall carry the roads specified in the following table over the railway by bridges of the widths and having approaches of the inclinations specified in the said table in connexion with those respective roads (that is to say):—

No. of Railway.	No. on deposited Plans.	Parish.	Name or Description of Road.	Width of Bridge.	Inclination of Approaches where altered.
1	15	High Legh	Withers Lane -	30 feet - -	1 in 30 on both sides.
1	24	High Legh	Swineyard Lane	30 feet - -	Same as at present.
1	29	High Legh	Moss Lane -	30 feet - -	1 in 30 on both sides.
1	50	High Legh	Sink Moss Lane	Full width of road from fence to fence.	1 in 30 on both sides.
1	64	High Legh	Hobshill Farm Road.	25 feet - -	1 in 20 on the south side.
1	74	High Legh	Road at Solon's House.	15 feet - -	1 in 30 on the north side. 1 in 30 on north side. 1 in 20 on south side.
3	21	Nether Knutsford	Bexton Road -	Full width of road from fence to fence.	1 in 30 on both sides.
3	5	Over Knutsford	Legh Road -	Full width of road from fence to fence.	Same as at present.
3	13	Mobberley	Gleve House Road.	30 feet - -	1 in 40 on south side. 1 in 30 on north side.
3	34	Mobberley	Bridle Road -	15 feet - -	1 in 30 on both sides.
3	54	Mobberley	Blue Bell Road	Full width of road from fence to fence.	Same as at present.

Railway No. 1 shall be constructed at a level not less than five feet lower than the level shown on the deposited sections thereof at the points where it will cross Moss Lane and Sink Moss Lane respectively;

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- (2) The Company may divert the western end of Northwood Lane numbered on the deposited plans 77 in the parish of High Legh so that it shall join the road called Solon's Lane numbered on the deposited plans 74 in the same parish at a point in that road about fifty yards north of the centre line of Railway No. 1;
- (3) Railway No. 1 shall be carried over the road called Whitley Lane numbered on the deposited plans 86 in the parish of High Legh by a flat girder bridge having throughout a clear width of not less than 30 feet between the abutments and a clear headway of not less than sixteen feet six inches the said road shall be lowered one foot six inches and the slopes thereof shall be made with gradients not exceeding 1 in 30;
- (4) Railway No. 1 shall be carried over the road called Pownall Green Road numbered on the deposited plans 12 in the parish of Over Tabley by a flat girder bridge having throughout a clear width between the abutments of not less than twenty-five feet and a clear headway of not less than sixteen feet;
- (5) Railway No. 1 shall be carried over the road called Tabley Hill Road numbered on the deposited plans 38 in the parish of Over Tabley by a flat girder bridge having throughout a clear width of not less than twenty-five feet and a clear headway of not less than fifteen feet the road underneath the bridge may be lowered to any extent not exceeding six feet six inches but the gradient of the road as altered shall not exceed 1 in 30 on one side of the bridge and 1 in 20 on the other;
- (6) Railway No. 1 shall be carried over the road leading from Knutsford Workhouse to Blackhill Farm (numbered on the deposited plans 8 in the parish of Nether Knutsford) by a flat girder bridge constructed at right angles to the said road and having throughout the width of the said road a clear headway of not less than fifteen feet;
- (7) The bridge carrying the road called Blackhill Lane (numbered on the deposited plans 6 in the parish of Bexton) over the Cheshire Lines Railway is to be lengthened to carry the said road over Railway No. 2 and of the same width throughout between the parapets thereof as the said existing bridge and the gradients of the approaches thereto shall not be altered;
- (8) Railway No. 3 shall be carried over the road called Faulkner's Lane (numbered on the deposited plans 46 in the parish of Mobberley) by a flat girder bridge having throughout a clear width of not less than thirty feet and a clear headway of not less than sixteen feet six inches The said road may be lowered

to an extent not exceeding one foot six inches so as to give the said headway but the gradients of the altered road shall if practicable not exceed 1 in 30 on each side of the said bridge; A.D. 1891.

- (9) The public footpath leading to Hollow Wood Farm (numbered on the deposited plans 3 in the parish of Over Tabley) and the footpath leading to Yew Tree House (numbered on the deposited plans 67 in the parish of Mobberley) shall be carried over Railway No. 1 and Railway No. 3 respectively by footbridges having respectively a clear width throughout of not less than five feet made to the reasonable satisfaction of the Board and having rails or parapets on each side of not less than four feet six inches in height. Provided always that if a bridge twenty-five feet wide as herein-before provided is made over Railway No. 1 on or near the line of the first-mentioned footpath no footbridge for carrying that footpath over the said railway shall be required;
- (10) The public footpath leading to Heathfield and numbered on the deposited plans 2 in the parish of Nether Knutsford shall be carried under Railway No. 1 by a subway having throughout a clear width of not less than seven feet and a clear headway of not less than seven feet. The footpath may be lowered to an extent not exceeding two feet so as to give the said headway and the gradients of the approaches shall be as easy as reasonably practicable;
- (11) All bridges and arches carrying the railway over any road or footpath shall be constructed so as to prevent the dripping of water on the road or path beneath;
- (12) All bridges carrying the railway over any public road or any public road over the railway shall be constructed with parapets or screens not less than six feet high above the level of the top of the rails or the surface of the road as the case may be and such screens shall extend for three yards on either side of the bridge if the Company's property extends so far and the bridges shall respectively be of sufficient strength to carry the traffic of the district;
- (13) The Company shall not during the alteration of the level of any road or footpath unnecessarily interrupt the drainage thereof and they shall make provision for the effectual drainage of all such roads and footpaths as altered;
- (14) The necessary kerbs channels footpaths and fencing of all roads the gradients of which are altered to enable the railway to pass over them shall be provided and fixed by the Company to the reasonable satisfaction of the Board and such kerbs

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channels footpaths and fencing and also the said roads shall for the whole length of the alteration be maintained in good condition and repair by the Company to the reasonable satisfaction of the Board for the period of twelve months after the completion of the works in this sub-section referred to ;

(15) All bridges carrying any road over the railway together with the roadway on the said bridges and the approaches thereto and the necessary kerbs channels footpaths and fencing thereof shall be maintained in good condition and repair by the Company in perpetuity ;

(16) No bridge constructed over any public road shall have abutments of greater length than thirty-two feet ;

(17) All works to be executed under the provisions of this section and all works in any way affecting the roads or footpaths under the management and jurisdiction of the board shall be executed at the cost in all things of the Company to the reasonable satisfaction and in accordance with plans sections and specifications to be previously approved of in writing under the seal of the Board Provided that if they do not signify their approval or disapproval thereof within fourteen days after the same shall have been left at the office of the clerk of the Board they shall be deemed to have approved thereof ;

(18) The Company shall pay to the Board the reasonable costs of the examination of the said plans sections and specifications and of the superintendence of the said works by them and their officers ;

(19) If any difference arise between the Company and the Board under or in relation to any provision of this section such difference shall be determined by an engineer to be nominated by the President of the Institution of Civil Engineers upon the application of the Company or the Board.

For protec-
tion of
Chorley
Local Board.

53. The following provisions for the protection and benefit of the local board for the district of Chorley in the county of Chester (in this section referred to as "the Board") shall unless otherwise agreed between the Board and the Company be binding upon the Company in relation to so much of Railway No. 3 as is situate in the Board's district and full effect shall be given thereto :—

(1) Whenever it may be necessary to intercept or interfere with any sewer or drain the Company shall before intercepting or interfering with such sewer or drain construct according to a plan to be reasonably approved of by the Board another sewer or drain in lieu of and of 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 of by the Board ;
- (2) If by reason of the execution of any of the powers of this Act the Board shall necessarily incur any cost in altering any existing sewer or drain the Company shall repay to the Board such additional cost ;
- (3) If by reason of the execution of any of the powers of this Act any additional sewers or drains or any increased length of sewers or drains or any additional apparatus shall become necessary the same shall be forthwith constructed and laid down by the Company according to such plan and section and in such reasonable manner as shall be approved of by the Board ;
- (4) Where the surface of any street has been interfered with or disturbed by the Company in constructing the works or exercising the powers by this Act authorised the Company shall well and sufficiently and to the reasonable satisfaction of the Board restore the surface of the street so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration ;
- (5) Notwithstanding anything in this Act the Company shall not cross over break up or interfere with Hayes Lane Wilmslow Road and Brook Lane or any of them except in such manner and according to such plans and sections as shall be reasonably approved of by the Board ;
- (6) No advertisements advertising boards or posters shall be placed on any bridges parapets or walls made or erected by the Company under the powers of this Act without the consent in writing of the said Board except such as refer solely to the Company's business ;
- (7) The Board shall not be liable for and shall be indemnified by the Company against all damages and injury which may be caused by or during the construction of the Company's works to the line and works of the Company and the traffic thereon and the persons and property being conveyed on or using such railway by breaking bursting or leaking of or escape from any sewers belonging to or under the control of the Board ;
- (8) The Company shall be responsible for and make good to the Board all costs losses damages and expenses to be sustained by them by reason of any of the matters herein-before provided for or by reason of any damage to be occasioned to persons or

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property or otherwise by reason of the execution or any defect or defects in execution (whether by the Company or their contractors or servants) of the powers of their Act and shall indemnify the Board from all claims and demands upon or against them by reason of any such execution or defect or default therein or arising therefrom ;

- (9) The costs of all works and matters which are under this section to be executed done or provided by the Board at the costs of the Company and all other costs and expenses by this section made payable by the Company to the Board shall be paid on demand and shall be recoverable in any court of competent jurisdiction ;
- (10) In the event of any difference arising between the surveyor or engineer of the said Board on the one hand and the engineer of the Company on the other hand in respect of any plan or the execution of any of the works provided for by this section the same shall be settled by an engineer to be appointed by the Board of Trade upon the request of either party ;
- (11) The Company shall from time to time pay to the said Board all general district rates leviable by or payable to the Board upon the respective assessments of any lands or property shown upon the deposited plans or a proportion of such rates respectively from the time when such lands or property respectively are acquired by the Company until the Company's works are completed and assessed to such general district or other rates and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or other property in force at the time of such acquisition notwithstanding that the buildings thereon or forming part thereof may have been taken down.

For the protection of the Cheadle and Gatley Local Board.

54. For the protection of the district of the Cheadle and Gatley Local Board in the county of Chester (in this section called "the local board") the following provisions shall unless otherwise agreed between the Company and the local board be observed and have effect (that is to say) :—

- (1) Stanley Road numbered 5 on the deposited plans Turves Road numbered 36 on the said plans Cheadle Road numbered 54 on the said plans and Stockport Road numbered 92 on the said plans all in the parish of Cheadle shall be carried over Railway No. 4 by bridges thirty-six feet wide between the parapets measured on the square and the parapet walls to be six feet in height above the level of the respective roads when altered and to extend throughout the whole width of the

railway with close screen fencing at each end thereof to the satisfaction of the local board ; A.D. 1891.

- (2) The bridges over Stanley Road and Turves Road to have a footway on one side only of the roadway over the bridges and the bridges over Cheadle Road and Stockport Road to have footways on both sides of the roadway over the bridges Each footway to be six feet wide and to be formed flagged and kerbed by the Company and to extend to the foot of the approaches ;
- (3) For the purpose of being carried over the railway Turves Road may be raised 7 feet 9 inches Cheadle Road may be raised 7 feet and Stockport Road may be raised 1 foot ;
- (4) The approaches to the bridge over Stanley Road not to be steeper than the average gradient of the existing road within 200 yards on each side of the bridge the approaches so far as altered to the bridge over Turves Road to be not steeper than 1 in 50 the approaches so far as altered to the bridge over Cheadle Road to be not steeper than 1 in 45 on the east side of the bridge and 1 in 30 on the west side and the approaches so far as altered to the bridge over Stockport Road to be not steeper than 1 in 60 on the Cheadle or west side of the bridge and level on the Stockport or east side thereof ;
- (5) The following public footpaths in the parish of Cheadle to be carried over Railway No. 4 by footbridges 7 feet wide with parapets or fences on each side 5 feet high extending the whole width of the railway and the approaches to the bridges to be in each case not steeper than 1 in 8 viz. :—
 - (A) Footpath from the house called "the Firs" to Grove Lane passing through the property numbered 1 on the deposited plans ;
 - (B) Footpath passing through the property numbered 16 on the deposited plans ;
 - (C) Footpath from Cheadle Hulme to Handforth passing through the property numbered 25 on the deposited plans ;
 - (D) Footpath to Bradshaw Hall passing through the field numbered 32 on the deposited plans ;
 - (E) Footpath from Cheadle Road to Highfield House passing through the properties numbered 56 and 57 on the deposited plans ;
 - (F) Footpath from Oak Road to Demming's Print Works passing through the field numbered 65 on the deposited plans ;

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(6) The following public footpaths in the parish of Cheadle if interfered with by the Company to be either carried over Railway No. 4 by footbridges of the same character and dimensions as those mentioned in the last-preceding subsection but the approaches to the bridges to be in each case not steeper than 1 in 40 or all or any of such footpaths may be diverted to the reasonable satisfaction of the local board viz. :—

(1) Footpath from Chorlton Bridge to Demming's Print Works passing through the properties numbered 63 68 69 and 71 on the deposited plans ;

(2) Footpath along Chorlton Brook passing through the field numbered 139 on the deposited plans ;

(3) Footpath along the Liverpool Branch of the London and North-Western Railway and numbered 147 on the deposited plans ;

(7) The bridge for carrying Railway No. 4 over the public footpath passing through the field numbered 173 on the deposited plans in the parish of Cheadle and along the side of the River Mersey to be not less than 7 feet wide throughout with a headway of at least 8 feet and the archway or opening to be properly lighted and if necessary drained The approaches on each side to be not steeper than 1 in 40 ;

(8) The footpath from near Gill Bent Bridge to Higher Bent House passing through the property numbered 6 on the deposited plans in the parish of Cheadle may be stopped up by the Company ;

(9) Cast-iron pipes for continuing the local board's sewers under Railway No. 4 to be laid under the whole width of the railway at the following places :—

(1) Stanley Road at or near the point marked and measured on the deposited plans 5 miles 28 chains ;

(2) Turves Road at or near the point so marked and measured 6 miles 36 chains ;

(3) At or near the point so marked and measured 6 miles 75 chains ;

(4) Cheadle Road at or near the point so marked and measured 7 miles 12 chains ;

(5) At or near the point so marked and measured 7 miles 19 chains ;

(6) At or near the point so marked and measured 7 miles 40 chains ;

(7) Stockport Road at or near the point so marked and measured 7 miles 75 chains; A.D. 1891.

The form dimensions and depths of the pipes syphons and inverts to be such as may be agreed upon between the engineer of the Company and the surveyor of the local board or settled by arbitration as herein-after provided The surveyor and officers of the local board to have liberty to inspect the sewers and pipes at all reasonable times;

(10) Culverts or channels for all brooks streams and watercourses crossed by Railway No. 4 to be provided of sufficient capacity and dimensions as to afford a free passage for the water at all seasons without causing floods or silting up;

(11) All works prescribed by this section shall be executed by and at the expense of the Company and the Company shall maintain the same so far as situated within the boundaries of their property;

(12) Any difference between the Company or their engineer and the local board or their surveyor may as often as the same shall arise be referred to the arbitration of some competent person to be nominated by the President of the Institution of Civil Engineers on the application of either party and the decision of the person so nominated as to the matter in difference shall be final and the costs of every such reference or arbitration shall be in his discretion.

55. For the protection of the district of the Altrincham Rural Sanitary Authority in the county of Chester (in this section called "the sanitary authority") the following provisions shall unless otherwise agreed between the Company and the sanitary authority be observed and have effect (that is to say):—

For the protection of the Altrincham Rural Sanitary Authority.

(1) The Company shall lower the levels of the existing sewers in Legh Road and Chelford Road Knutsford and carry those sewers under Railway No. 3 by this Act authorised and continue the same with a fall of not less than 1 in 300 to the existing main sewer in Brook Street Knutsford;

(2) Substantial brick culverts two feet six inches by two feet shall be substituted for so much of the said sewers as pass under the railway embankment with manholes on each side of the railway;

(3) The two existing manholes in the sewer along Toft Road Knutsford shall be brought up to the level of that road by the Company when the level thereof is raised under the provisions of this Act and the said sewer so far as it passes under the said Railway No. 3 shall be replaced by a substantial brick

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culvert two feet six inches by two feet or by an iron pipe of equal capacity ;

- (4) Should the sewage tank situated in the field numbered on the deposited plans 1 in the parish of Bexton require to be interfered with or removed for the purposes of constructing Railway No. 1 by this Act authorised the Company shall properly protect such tank or in case its removal be necessary shall construct a new tank of equal capacity in such position as the sanitary authority may select ;
- (5) The foregoing works and alterations shall be carried out to the reasonable satisfaction of the engineer or surveyor of the sanitary authority.

For the protection of the Corporation of Manchester.

56. In exercising the powers by this Act conferred upon the Company with respect to the railways by this Act authorised in the townships of Cheadle Bulkeley and Cheadle Moseley in the county of Chester the following provisions for the protection of the Corporation of the city of Manchester (in this enactment called "the corporation") shall be binding upon the Company and the corporation respectively and full effect shall be given thereto :—

- (1) Whenever in the execution of the powers of this Act it shall be necessary to alter or interfere with any of the gas mains or pipes or apparatus belonging to the corporation such alteration or interference shall be carried out by and under the direction of the corporation but at the expense in all respects of the Company ;
- (2) The cost of constructing providing and laying any new mains pipes or apparatus in substitution for those which may be rendered useless by such alteration shall be repaid to the corporation by the Company on demand and may be recovered by the corporation as a simple contract debt in any court of competent jurisdiction.

For the protection of the Corporation of Macclesfield.

57. The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Macclesfield (in this section referred to as "the corporation") shall have effect (that is to say) :—

- (1) In this section the expression "railway" means Railway No. 7 and the works connected therewith by this Act authorised and the expression "street" has the same meaning as that assigned to it by the Public Health Act 1875 ;
- (2) The Company shall not break up any street or interfere with any sewer drain or watercourse or any gas or water main pipe or apparatus of the corporation until they shall have given

to the borough surveyor of Macclesfield seven clear days' notice in writing of their intention to commence the intended works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the streets sewers drains water-courses gas and water mains pipes and apparatus proposed to be interfered with ;

- (3) Every bridge for carrying the railway over any street shall be constructed of one span and of the full width of the street at the place of crossing and the headways above the surface of the street shall in each case be not less than sixteen feet throughout the entire length and width of the bridge and the Company shall not alter the level of any street except to such extent and in such manner as may be agreed upon between the corporation and the Company ;
- (4) Every bridge for carrying the railway over any street shall be constructed with perpendicular abutments and constructed and maintained so as to prevent as far as practicable the dripping of water ;
- (5) The abutments and foundations of every bridge carrying the railway over any street shall be carried to such depth below the surface thereof as shall reasonably be required by the borough surveyor so as to allow the corporation to lay down renew or repair any sewer water or gas mains or pipes in such street ;
- (6) If required by the corporation the parapets of every bridge carrying the railway over any street shall be at least six feet in height from the level of the rails throughout the entire crossing of the street and a fence of the same height as the parapet shall be continued to the boundary of the adjoining houses or for a distance not exceeding twelve yards on each side of the bridge ;
- (7) Every bridge for carrying a street over the railway and the approaches to such bridge shall be constructed of the clear width (between the parapets) of the street at the place of crossing ;
- (8) The parapets of every bridge carrying a street over the railway shall not be less than six feet in height above the level of the roadway and shall extend throughout the whole length of the bridge and approaches and the level of any street carried over the railway shall not be altered except with the consent of the corporation ;

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- (9) Ryle's Park Footpath at or near the point marked on the deposited plans three miles on Railway No. 7 shall be carried over the railway by a bridge of the clear width of nine feet with such convenient approaches thereto as shall be reasonably approved of by the corporation and with parapets of not less than six feet above the footway for the full length of the bridge and approaches ;
- (10) All bridges and viaducts within the borough shall be constructed according to plans sections elevations and specifications to be reasonably approved of by the corporation and shall be constructed to their reasonable satisfaction ;
- (11) The provisions of the Railways Clauses Consolidation Act 1845 contained in the sections 18 to 23 inclusive shall subject to the provisions of this Act extend and apply to the water and gas mains pipes and apparatus of the corporation and whenever in those sections the words " company " or " society " are used the same shall for the purpose of this Act be held to extend to and include the corporation ;
- (12) Wherever it may be necessary to intercept or interfere with any sewer or drain the Company shall before intercepting or interfering with such sewer or drain construct according to a plan to be reasonably approved of by the corporation another sewer or drain in substitution for the sewer or drain so proposed to be intercepted or interfered with and such substituted sewer or drain shall be connected by the corporation at the expense of the Company with such other sewer or drain and in such manner as shall be reasonably required 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 whenever it is necessary for maintaining the supply of water or gas to lay down additional mains or pipes such additional mains or pipes shall previous to the severance or interference be laid down 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 sewer drain gas or water main 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 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 down by the Company according to such plan and section and in such reasonable manner as shall be approved of 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 reasonable satisfaction of the corporation for protecting such sewer gas or water main from injury and for affording easy access thereto for the purpose of examination alteration renewal or repair ;
- (17) The corporation shall be at liberty where necessary to construct and maintain any sewer or drain under or along the railway and any additional expense of sewerage or draining which the corporation may incur by reason of the construction of the railway shall be paid by the Company ;
- (18) Where the surface of any street shall have been interfered with or disturbed by the Company in constructing the works or exercising the powers by this Act authorised the Company shall well and sufficiently and to the reasonable satisfaction of the corporation restore the surface of the street so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration ;
- (19) The Company shall not permit any of their bridges or works or any of their walls parapets or screens within the borough to be used for the posting of bills or other advertising purposes ;
- (20) All works authorised by this Act in any way affecting the waterworks of the corporation shall be executed according to plans and sections to be previously submitted to and reasonably approved of by the corporation and under the superintendence and to the reasonable satisfaction of their engineer and the Company shall comply with all reasonable requirements of such engineer in regard to such construction and shall execute such works and take all such steps and adopt all such measures both during the construction of the railway and thereafter for preventing any injury to such waterworks or any diminution in the springs and waters which the corporation are authorised to take as the corporation shall reasonably require ;
- (21) The railway shall where opposite to the centre of the Lead-beater's Reservoir of the corporation be constructed as far from the said reservoir as the limits of deviation will allow ;
- (22) Nothing in this Act contained shall authorise the Company to take intercept or diminish either directly or indirectly any of the springs streams or waters flowing into the waterworks of the corporation ;

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- (23) And nothing in this Act shall authorise the Company (save so far as may be absolutely necessary in the construction of the railway and works) either directly or indirectly to injure or prejudicially affect the reservoirs embankments catchwaters weirs sluices pipes and other waterworks of the corporation ;
- (24) If during or at any time after the construction of the railway any of the springs streams or water which the corporation are authorised to take or impound by their waterworks shall by reason of any act or default of the Company be diverted intercepted or diminished or any of their reservoirs or other waterworks shall be injured or injuriously affected or if the corporation shall have reasonable grounds for apprehending any such diversion interception or diminution or injury as aforesaid the Company shall forthwith at the request of the corporation but at the cost of the Company execute such works and take all such steps and adopt all such measures as the corporation may reasonably consider necessary to prevent or make good any such diversion interception and diminution or injury as aforesaid and to repair reinstate and make good any works which may have been so injured ;
- (25) In case it is not practicable for the Company to effect such full restoration making good and reinstatement of waters or works referred to in the preceding sub-sections the corporation shall be entitled to full compensation in money to be paid by the Company for any loss or injury which the corporation may sustain by reason of the works or exercise of the powers by this Act authorised the amount of such compensation in case of difference to be determined by arbitration as herein-after provided ;
- (26) The Company their contractors servants and workmen shall while constructing the railway and afterwards adopt all reasonable and proper precautions for preventing the fouling of the waters belonging to the corporation or which they are authorised to take ;
- (27) The corporation and the Company may agree by writing under the common seal of both parties for any variation or alteration in the provisions of this section or in the works in this section provided for or in the manner in which the same shall be executed ;
- (28) Any difference which may arise between the corporation and the Company under this section or with reference thereto shall be from time to time determined and settled by a single arbitrator to be nominated in case of dispute by the president

for the time being of the Institution of Civil Engineers and such arbitration shall be carried out in accordance with the Arbitration Act 1889. A.D. 1891.

58.—(1) For the protection of David Clarke or other the owner of the Park House Estate near Macclesfield the following provisions shall have effect unless otherwise agreed on in writing by the Company and the said David Clarke (that is to say):— For the protection of the Park House Estate Macclesfield.

(A) The Company shall on the south side of Railway No. 7 (herein-after referred to as "the railway") lay down construct and for ever afterwards maintain from the point marked two miles seven furlongs to the point marked three miles two furlongs on the deposited plans an eighteen-inch pipe drain for the purpose of intercepting and collecting the water from the existing drains and watercourses passing between the before-mentioned points and convey the same by means of a syphon or otherwise under the railway to the reservoir of the said David Clarke called "Ryle's Pool";

(B) The Company shall on the north side of the railway lay down construct and for ever afterwards maintain between the point marked and measured on the deposited plans three miles and five chains and the point measured on the said plans three miles two furlongs a nine-inch pipe drain to convey the land drainage water from the north side of the railway to the before-mentioned syphon or other work;

(C) The said works to be constructed by the Company for the protection of the said estate shall be executed according to plans and specifications to be previously submitted to the said David Clarke and carried out to the reasonable satisfaction of his surveyor but in case of any difference between the engineer of the Company and the said David Clarke as to the said plans and specifications the matter in difference shall be settled by arbitration in manner herein-after provided;

(D) All such works shall be executed and carried out by and at the expense of the Company in all respects who shall also bear the reasonable charge and expense of the surveyor appointed by the said David Clarke for the inspection of the said works during their progress;

(E) The said David Clarke shall (subject to such reasonable regulations as the Company may from time to time require to protect the traffic and the public using their railway) have full and free access to all works under the provisions of this enactment executed for the benefit or protection of the

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said estate on the lands of the Company for the purpose of inspecting and ascertaining whether the same are in good working order and condition ;

(f) If any question or difference shall at any time arise between the said David Clarke and the Company touching any plan section or specification submitted to him by the Company for the construction of any of the works herein-before provided for or as to the sufficiency of any such works the same shall be determined by the surveyor and engineer respectively of the said David Clarke and the Company or failing agreement by an engineer to be appointed by the President of the Institute of Civil Engineers on the application of either party and the decision of such last-named engineer shall be final and conclusive.

(2) The Company shall when constructing the railway make and maintain a bridge where such railway crosses a public footpath and occupation road respectively at or near the point marked three miles on the deposited plans which bridge shall be of a clear width of thirty-six feet between the parapets and with approaches if reasonably practicable of not less than 1 in 40 the approaches to be properly kerbed and metalled and (so far as within the boundaries of the Company's property) for ever after be maintained in good order by the Company until the same shall be taken over by the public authority having jurisdiction over roads in the district in which such road and bridge shall be situate During the construction of the bridge temporary provision shall be made for traffic passing along the said footpath and occupation road crossing the railway and works of the Company.

(3) The Company shall when constructing the railway make and maintain another bridge over such railway at such point as the said David Clarke may prescribe for the purpose of affording communication between the severed portions of his property and such bridge shall be of a clear width of thirty-six feet between the parapets with approaches thereto of the same width and of a gradient if reasonably practicable of not less than 1 in 40 and the road over such bridge shall be properly kerbed and metalled and for ever after maintained in good order and condition by the Company until the same shall be taken over by the public authority having jurisdiction over roads in the district wherein that bridge and road shall be situate :

The said David Clarke shall provide free of cost the land required for the last-mentioned bridge and approaches and the approaches shall remain his property until taken over as aforesaid.

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(4) The Company shall make and maintain along and under the centre of the approach roads to the before-mentioned bridges an eighteen-inch earthenware socketed pipe drain passing underneath the railway and having a fall in a northerly direction of not less than 1 in 150 for the purpose of conveying the sewage from buildings hereafter to be erected on the land on the south side of the railway and at each end of such pipe drain there shall be a properly constructed manhole.

(5) The said David Clarke shall have a right of way with or without horses carts and carriages over the said bridges when made at all times and for all purposes.

(6) If in the opinion of the said David Clarke any planting shall be required for the purpose of screening the railway from view of the mansion house known as Park House the Company at its own expense shall do such planting when where and as may be reasonably required for such purpose.

59. If the Company shall for any of the purposes authorised by this Act require any part of the property belonging or reputed to belong to Robert Proctor situate in London Road Sutton Macclesfield in the county of Chester formerly known as Hyacinth House but now called Sunny Bank and comprising a dwelling-house stable outbuildings and garden together with three cottages adjoining and containing about three thousand one hundred square yards the Company shall take the whole of such property and if the amount of purchase money and compensation to be paid for the said property cannot be agreed upon between the Company and the said Robert Proctor or other owner the same shall be ascertained in the manner provided by the Lands Clauses Acts in cases of disputed compensation.

For the protection of Robert Proctor.

60. For the protection of William Jackson or other the owner or owners for the time being of the Green Villa and Woodland House Estates and Sutton Mills all in Sutton Macclesfield (in this section all of whom are called "the owner") the following provision shall apply and have effect unless otherwise agreed in writing between the owner and the Company (that is to say) :—

For the protection of William Jackson.

- (1) In the construction or maintenance of Railway No. 7 and works in connexion therewith by this Act authorised the Company shall not permanently take divert or obstruct the stream or watercourse passing through or near to the lands numbered on the deposited plans 12 14 15 16 and 18 in the township of Sutton the waters of which are used by the owner in working Sutton Mills.

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For the pro-
tection of the
Duke of
Devonshire
K.G.

61. For the protection of the Most Noble William Duke of Devonshire K.G. his heirs successors in estate and assigns (all of whom are in this section included in the expression "the owner") the following provisions shall unless otherwise agreed between the owner and the Company have effect (that is to say):—

- (1) Notwithstanding anything shown on the deposited plans and sections or on the altered plans and sections the railway where it passes through the lands of the owner in the townships of Hartington Upper Quarter and Buxton and parishes of Bake-well Baslow and Brampton all in the county of Derby shown upon the plan signed in duplicate by the Honourable Walter James the chairman of the committee of the House of Commons to whom the Bill for this Act was referred (which plan is herein-after referred to as the signed plan and of which one copy has been deposited in the Private Bill Office of the House of Commons and another copy has been deposited in the Office of the Clerk of the Parliaments) shall be constructed in the lines shown in black and red upon the signed plan and it shall not be lawful for the Company to deviate from such lines even within the limits of deviation shown upon the deposited plans or altered plans;
- (2) The tunnel marked on the signed plan as intended to be made in the said township of Hartington Upper Quarter shall be made as shown upon that plan by a dotted red line;
- (3) The Company shall construct and maintain a goods station in the said township of Buxton immediately adjoining and to the eastward of the London Road and a passenger station in the said township of Hartington Upper Quarter adjoining and on the west side of the said London Road such passenger station not to exceed with the sidings works and conveniences connected therewith six hundred feet in length;
- (4) All buildings to be erected or constructed in connexion with the said stations or either of them or with any other stations which the Company may construct on any lands now belonging to the owner shall be constructed and erected in accordance with plans and elevations to be previously submitted by the Company to the owner and approved of by him or his architect for the time being before the buildings are commenced;
- (5)—(A) The Company shall from time to time as and when required by the owner construct and for ever after maintain such bridges not exceeding in the whole eight in number over the railway in the said townships of Hartington Upper Quarter and Buxton or one of them between the Macclesfield Road and

the London Road for the accommodation of the lands of the owner; A.D. 1891.

- (B) All such bridges shall have a clear width of at least 40 feet between the parapets and shall be constructed and erected in accordance with plans designs and specifications to be previously submitted to and approved of by the owner or his architect for the time being;
- (c) The approaches to the said bridges shall not be steeper than 1 in 40 and shall be completed and maintained by the Company and the Company shall in the construction and maintenance of such approaches conform to and comply with the byelaws of the local board for the district of Buxton for the time being in force with reference to the construction and maintenance of public roads in their district;
- (d) The Company shall at all times permit the owner or any company body or person authorised by him to construct lay down place and maintain all such drains water gas and other pipes and also electric and other wires on over under or along any of the said bridges and the approaches thereto;
- (E) The Company shall not use or permit to be used any part of such bridges or the approaches thereto for exhibiting any placards or advertisements;
- (6) The railway where it passes through any lands of the owner and the approaches to the bridges herein-before mentioned shall be fenced off from the adjoining lands with iron fencing of such pattern and of such reasonable height as the owner shall approve and the Company shall at all times maintain and keep in repair such fencing;
- (7) Where the railway in passing through the lands of the owner shall be constructed on an embankment the slopes of the embankment shall except as herein-after provided be planted and kept planted by the Company to the satisfaction of the owner;
- (8) Where the railway passes through the properties numbered on the signed plan 61 62 62A 63 64 65 and 66 in the parish of Baslow it shall be constructed upon a viaduct from the north-west side of the main road from Bakewell to Chesterfield numbered 60 in the said parishes of Bakewell and Baslow on the signed plan for a distance of at least one hundred and eighty yards in a south-eastern direction (measured along the centre line of the railway) and such viaduct shall be constructed of such design spans and materials as shall be approved by the

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owner or his engineer for the time being and to his entire satisfaction ;

The span over the said main road shall be constructed so that the abutment and the pier are parallel with the centre line of the road ;

- (9) The Company shall divert in such manner as the owner or his engineer for the time being shall require the accommodation road and footpath at the south-eastern end of the said viaduct ;
- (10) All works of the Company shall be carried out in such a manner as not in any way to interfere with the Heathy Lea Brook or with any of the banks embankments or walls thereof or adjacent thereto situate in the parishes of Bakewell Baslow and Brampton ;
- (11) Where the railway between the southern end of the said viaduct and the tunnel shown on the signed plan in the parish of Brampton shall be constructed on an embankment the slopes shall be planted and kept planted or covered with rock boulders by the Company as the owner or his engineer for the time being may require and where the railway between the said points shall be in cutting the Company shall construct and maintain a few feet from the northern slope of such cutting a small mound and shall plant and keep planted the same or cover it with boulders as the owner or his engineer for the time being may require ;
- (12) The Company shall not deposit any spoil from the tunnel in the parish of Brampton on any lands of the owner except where such spoil may be required for the embankments of so much of the railway as shall be situate on such lands ;
- (13) All poles or posts to be erected by the Company for telegraphic purposes on such portions of the railway as shall be constructed in or through any lands of the owner shall be erected at the foot of the slopes both where the railway is in cutting or on an embankment and the height of the poles or posts shall in no case exceed the depth of the cutting or the height of the embankment as the case may be and all wires attached to such poles or posts shall be attached horizontally and not vertically and where the railway is in tunnel the wires shall be carried through the tunnel and not over it ;
- (14) The Company shall not purchase or take any more land of the owner than shall be absolutely necessary for a double line of railway with the necessary slopes for cuttings and embankments and for providing a space eight feet in width on each side of such double line and for the construction and erection

of the said goods and passenger stations in the townships of Buxton and Hartington Upper Quarter and for the construction and erection of any other stations which the Company may require to construct and erect on any lands now belonging to the owner in any other parish ;

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(15) Where the railway passes through lands belonging or reputed to belong to His Grace the Duke of Rutland in the said parishes of Bakewell Baslow and Brampton the railway and all necessary works connected therewith shall be carried out in such manner as to preserve the character of the scenery and so as not to alter or deface the natural features of the ground more than absolutely necessary where it is in view of Chatsworth Park and subject to the approval of the Duke of Rutland such portion of the railway shall be fenced with continuous iron fencing ;

(16) All works to be made and executed by the Company in pursuance of the provisions of this section shall be so made and executed by the Company at their sole costs and expenses in all respects ;

(17) The provisions of this section shall be in addition to and not in substitution for any liability and obligations imposed upon the Company by any of the other provisions of this Act or by the Acts incorporated with this Act or any of those Acts.

62. For the protection of the Right Honourable Spencer Compton Cavendish commonly called the Marquis of Hartington his heirs successors in estate and assigns (all of whom are in this section included in the expression "the owner") the following provisions shall unless otherwise agreed between the owner and the Company have effect (that is to say) :—

For the protection of the Marquis of Hartington.

(1) The Company shall construct and for ever thereafter maintain between the points marked nine miles and ten miles on the deposited plans of Railway No. 9 a station for passengers animals minerals and goods with all proper approaches sidings works and conveniences connected therewith and shall cause to stop thereat every day (Sundays excepted) such a number of passenger trains not being less than four each way as shall be sufficient for the proper accommodation of the traffic at such station ;

(2) All buildings to be erected or constructed in connexion with the said station shall be constructed and erected in accordance with plans and elevations to be previously submitted by the

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- Company to the owner and approved of by him or his architect for the time being before the buildings are commenced ;
- (3) Where the railway in passing through the lands of the owner shall be constructed on an embankment the slopes of the embankment shall be planted and kept planted by the Company to the satisfaction of the owner ;
 - (4) All poles or posts to be erected by the Company for telegraphic purposes on such portions of the railway as shall be constructed in or through any lands of the owner shall be erected at the foot of the slopes both where the railway is in cutting or on an embankment and the height of the poles or posts shall in no case exceed the depth of the cutting or the height of the embankment as the case may be and all wires attached to such poles or posts shall be attached horizontally and not vertically and where the railway is in tunnel the wires shall be carried through the tunnel and not over it ;
 - (5) The Company shall not purchase or take any more land of the owner than shall be absolutely necessary for a double line of railway with the necessary slopes for cuttings and embankments and for providing a space eight feet in width on each side of such double line and for the erection of the station herein-before mentioned ;
 - (6) All works to be made and executed by the Company in pursuance of the provisions of this section shall be so made and executed by the Company at their sole costs and expenses in all respects ;
 - (7) The provisions of this section shall be in addition to and not in substitution for any liability and obligations imposed upon the Company by any of the other provisions of this Act or by the Acts incorporated with this Act or any of those Acts.

For the protection of the Buxton Local Board.

63. The Company shall in constructing so much of Railway No. 7 as is within the district of the Buxton Local Board (herein-after called "the Board") observe the following provisions unless otherwise agreed upon between the Company and the Board (that is to say) :—

- (1) The viaduct shown on the deposited section over the road or street numbered on the deposited plans 67 in the township of Buxton and known as Dukes Drive shall be constructed with arches of such span that the clear width measured square to the road shall not be less than the width (measured in the same way) between the piers of the viaduct of the London and North-Western Railway (now in course of construction) over Dukes

Drive The piers shall be built of as great a height as is consistent with the proper construction of the viaduct and the whole of the space under the arches of the viaduct shall be left open and unbuilt upon ;

- (2) In case the railway is carried northward of the centre line shown on the deposited plans so as to interfere with the footpath leading from Dukes Drive through the fields numbered on the said plans 54 55 58 60 62 63 and 64 in the said township by the top of Bennett Street to London Road a substituted footpath shall be provided as convenient in every respect as the present one ;
- (3) The bridge shown on the deposited sections under the road or street numbered on the deposited plans 99 in the township of Hartington Upper Quarter known as London Road shall be constructed of such length as to provide a clear and open width of 46 feet at the least between the parapet walls at each end of the bridge such walls to be built parallel with the line of the said road or street and the present surface formation of the said road or street shall be restored to its present level ;
- (4) The footpath numbered on the deposited plans 92c and 92d in the last-mentioned township leading from Green Lane to London Road shall be carried over the railway by a suitable stone brick or iron footbridge at least six feet wide between the parapets or fences and the present surface formation of the said footpath shall be restored to its present level ;
- (5) The footpaths leading from —
 - (1) Green Lane to High Plantation ;
 - (2) Green Lane to Grin Wood ;
 - (3) Tonic Bath to Green Lane ; and
 - (4) Wye Head to Green Lane—
 shall respectively if crossed by the railway be carried over the same by bridges of the same construction and dimensions as that mentioned in sub-section 4 and with as easy approaches as reasonably practicable in each case ;
- (6) The bridge under the said road or street numbered on the deposited plans 95 in the township of Hartington Upper Quarter known as Green Lane shall be constructed of such length as to provide a clear and open width of thirty-six feet at the least between the parapet walls at each end of the bridge and such walls shall be built parallel with the line of the said road or street and the present surface formation of the said road or street shall be restored to its present level ;

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- (7) The bridge under the road or street numbered on the deposited plans 78 in the township of Hartington Upper Quarter and known as the Macclesfield Old Road shall be constructed of such length as to provide a clear and open width of thirty-six feet at the least between the parapet walls at each end of the bridge and such walls shall be built parallel with the line of the said road or street and the present surface formation of the said road or street shall be restored to its present level;
- (8) The bridge under the road or street numbered on the deposited plans 60 in the township of Hartington Upper Quarter and known as St. Johns Road shall be constructed of such length as to provide a clear and open width of forty feet at the least between the parapet walls at each end of the bridge and such walls shall be built parallel with the line of that road or street and the present surface formation of such road or street shall be restored to its present level and Bishops Lane if interfered with to be carried over the railway by a bridge of similar construction and dimensions;
- (9) If in the construction of the railway or any work connected therewith the Company find it necessary to alter divert or otherwise interfere with any sewer or drain gas or water main belonging to or under the control of the Board every such interference shall be carried out under the superintendence and to the reasonable satisfaction of the surveyor for the time being of the Board;
- (10) The details of the works to be executed for the purpose of carrying out the foregoing provisions shall be previously submitted to the Board and agreed upon between their surveyor and the engineer of the Company or in case of difference between them such difference shall be referred to an engineer as herein-after provided;
- (11) If any difference shall arise between the Company and the Board as to the true intent and meaning of the provisions of this section or any of them or as to anything to be done or not to be done in pursuance thereof every such difference shall be referred to and determined by an engineer to be appointed on the application of the Company or the Board by the president for the time being of the Institute of Civil Engineers whose decision shall be final and binding on both parties and the costs of the reference shall be borne by the Company.

For the protection of the Duke of Rutland K.G.

64. For the protection of the Most Noble John Duke of Rutland K.G. his heirs and successors in estate (all of whom are in this section included in the expression "the owner") the following

provisions shall apply and have effect unless otherwise agreed in writing between the owner and the Company (that is to say) :—

- (1) If the natural flow of water now supplying Baslow shall be interrupted diverted or to any considerable extent diminished by or by reason of the works of the Company the Company shall restore such flow or provide the owner and his tenants with an equally good supply of water both in quantity and quality ;
- (2) Should the works of the Company interrupt interfere with or prejudicially affect the supply of water to the village of Baslow or the works by which such supply is afforded the Company shall construct works of equal capacity on such other convenient site as shall be selected by the owner for the supply of water to the said village ;
- (3) In case any interruption diversion or diminution of any flow of water springs or streams shall occur during the construction of the railway or within two years after the completion thereof the same shall *primâ facie* be presumed to be due to the works of the Company ;
- (4) In case of any difference arising between the Company and the owner as to any plans or the mode of executing any work under this section such difference shall be settled by an engineer to be appointed on the application of either party by the Board of Trade ;
- (5) Nothing in this section contained shall prejudice lessen or defeat the right of the owner or his tenants to compensation for land acquired from or injury occasioned to his or their property by or in consequence of the works of the Company or to the construction of all such necessary accommodation works as are provided for by the Railways Clauses Consolidation Act 1845.

65. For the protection of Charles Stephen Leslie of Hassop Hall or other the owner or owners of the Hassop Estate in the county of Derby (all of whom are included in the expression "the owner" when used in this section) the following provisions shall apply and have effect unless otherwise agreed in writing between the owner and the Company (that is to say) :—

For the
protection of
the Hassop
Estate.

- (1) In constructing the Railway No. 7 between the western boundary of the Hassop Estate and the eastern end of the Torr tunnel the Company shall take such reasonable precautions for ensuring the owner against any abstraction of water as

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the owner may require and if any water issues from either side of the cutting to the west of Torr tunnel the Company before commencing the construction of the said tunnel at its western end shall make such works for the purpose of collecting such waters and conducting the same thence to the well supplying Hassop Hall as the owner shall reasonably require and the Company shall also provide for the supply of the ponds in the park from such conduit Such water to be preserved from contamination by reason of the railway works so that at the point of delivery it may be equal in quality to the present supply ;

- (2) If at any time the natural flow of water now supplying Hassop and Rowland shall be interrupted diverted or diminished by or by reason of the works of the Company by this Act authorised the Company shall restore such flow or provide the owner and his tenants at Hassop and Rowland with an equally good supply of water both in quantity and quality ;
- (3) The surface stream flowing from north to south along the boundary between the townships of Hassop and Rowland and now supplying the ponds at the south end of Hassop Park shall be carried in its present line over the railway so as to continue to supply the ponds as at present and if any other springs or streams in or upon the lands of the owner and used by him or his tenants shall be cut through or diverted by the works of the Company the Company shall convey the waters thereof to such equally convenient point on the said lands as the owner shall select ;
- (4) Should the works of the Company be so designed as to interfere with or prejudicially affect the reservoirs or either of them from which the village of Calver is now supplied with water the Company shall before interfering with the present reservoirs construct a reservoir of equal capacity on such other equally convenient or preferable site as shall be selected by the owner for the supply of water to the said village and shall make proper provision for carrying the water now supplying such existing reservoirs to any such new reservoir or shall otherwise provide and maintain a supply of water to such new reservoir equal in volume and quality to the water now obtained in the existing reservoirs and shall make all proper connexions for carrying the water from the said new reservoir to the village of Calver ;
- (5) In case any such interruption diversion or diminution of any such flow of water springs streams or reservoir shall occur

during the construction of the railway or within three years after the completion thereof the same shall *primâ facie* be presumed to be due to the works of the Company ;

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- (6) In case of any difference arising between the Company and the owner as to anything to be done under this section such difference shall be settled by an engineer to be appointed on the application of either party by the Board of Trade ;
- (7) Nothing in this section contained shall prejudice lessen or defeat the right of the owner or his tenants to compensation for land acquired from or injury occasioned to his or their property by or in consequence of the works of the Company or to the construction of all necessary accommodation and other works as provided for by the Railways Clauses Consolidation Act 1845 ;
- (8) The amount of compensation payable to the owner or his tenants (including compensation for any residential damage to or interference with the enjoyment and amenities of the Hassop Estate) shall if not agreed upon be settled in manner provided by the Lands Clauses Acts for the settlement of cases of disputed compensation.

66. For the protection of the mayor aldermen and burgesses of the borough of Chesterfield (herein-after in this section called "the corporation") the following provisions shall unless otherwise agreed between the corporation and the Company have effect (that is to say) :—

For the protection of the Corporation of Chesterfield.

- (1) The bridge to be constructed by the Company for carrying the railway over the public road in the said borough called or known as West Bars shall be constructed of a clear width between the abutments of not less than forty feet measured on the square and with a clear headway throughout the whole width of the roadway of not less than seventeen feet above the level of the road ;
- (2) The said bridge shall be constructed and maintained so as to prevent so far as reasonably practicable the dripping of water therefrom on any part of the road or the footways thereunder ;
- (3) The Company shall not affix or exhibit or permit to be affixed or exhibited upon the said bridge or the parapets thereof any placards or advertisements except only such as relate to the business of the Company ;
- (4) The Company shall at all times maintain the bridge and the substructure thereof in good order to the reasonable satisfaction in all respects of the surveyor for the time being of the borough ;

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- (5) Wherever it may be necessary to interrupt or interfere with any existing sewer or drain of the corporation the Company shall before interrupting or interfering with such existing sewer or drain construct to the reasonable satisfaction of the corporation another sewer or drain with necessary manholes and lampholes in lieu of and of equal capacity to the sewer or drain so proposed to be interrupted 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 interrupted or interfered with to the reasonable satisfaction of the corporation and before interrupting or interfering with such existing sewer or drain the Company shall give to the corporation seven days' notice thereof in writing ;
- (6) If by reason of the execution of any of the works by this Act authorised within the said borough the corporation shall necessarily incur any cost in altering any existing sewer or drain or any manhole or lamphole connected therewith the Company shall repay to the corporation such additional cost and where the level of any road or land in the borough in which there is any existing manhole or lamphole connected with any sewer shall be raised such existing manhole or lamphole shall be brought up to the level of such road or land by the Company when the level thereof is raised ;
- (7) If by reason of the execution of any of the works by this Act authorised within the borough any increased length of sewers or drains shall become necessary the expense of constructing and laying such additional length to be certified by the surveyor for the time being of the borough shall be repaid by the Company to the corporation ;
- (8) The Company shall from time to time and at all times during the construction and after the completion of the works allow the corporation and their officers and servants access to any sewer or drain or any manholes or lampholes connected therewith vested in the corporation in or under any land or works of the Company for the purpose of repairing the same or connecting any new sewer or drain with the existing sewers or drains subject to such reasonable regulations as the Company may prescribe for preventing any injury to or interference with the railway and works of the Company or the traffic thereon ;
- (9) The Company shall construct a new road of an uniform width of forty feet throughout in the said borough from New Square through Froggatt's Yard to the north-east side of the railway

of the Midland Railway Company at Wheeldon Lane which new road is coloured pink on a plan signed by Robert Elliott Cooper on behalf of the Company and by William Wynne Jeudwine on behalf of the corporation and such new road shall be paved flagged sewered channelled kerbed and fitted with gas lamps in a manner similar to the other streets in the borough to the reasonable satisfaction of the surveyor for the time being of the borough and from and after the completion thereof shall be a public highway for all purposes ;

(10) The Company shall contemporaneously with the construction of the said new road widen Wheeldon Lane on the south-west side of the line of railway of the Midland Railway Company for a distance of thirty yards as shown on the said plan or in lieu of such widening pay to the corporation the sum of one hundred and fifty-two pounds to be applied by the corporation to such widening ;

(11) The said new road shall be completed paved flagged sewered channelled kerbed and fitted with gas lamps as herein-before provided before it shall be lawful for the Company to use enter upon or otherwise interfere with the road now in course of construction leading from West Bars to the Park shown in blue on the said plan ;

(12) On the completion of the said new road and the widening of Wheeldon Lane on the south-west side of the line of railway of the Midland Railway Company or in lieu of such widening the payment to the corporation of the sum of one hundred and fifty-two pounds as herein-before provided the corporation shall at the cost of the Company convey to the Company for the purposes of their undertaking the site of the said road now in course of construction from West Bars to the park coloured blue on the said plan ;

(13) On the execution of such conveyance mentioned in the last preceding sub-section the Company shall repay to the corporation all the reasonable costs and expenses incurred by the corporation in making the said road coloured blue on the said plan and in constructing the bridges for carrying such road over the river and over the Midland Railway and will also pay to the corporation the costs incurred by them in taking down and removing the caretaker's house and re-erecting the same in the park ;

(14) The Company shall widen to a width of forty feet at least the said public road known as West Bars throughout the entire length of their frontage from time to time thereon ;

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(15) All works to be made and executed by the Company in pursuance of the provisions of this section shall be made and executed by them at their sole costs and expenses in all respects and under the superintendence and to the reasonable satisfaction of the surveyor for the time being of the borough and according to plans and specifications to be previously submitted to and reasonably approved of by him before any of the works are commenced ;

(16) If any difference arise between the corporation and the Company touching anything to be or not to be done under this section such difference shall be settled by an arbitrator to be appointed by the Board of Trade on the application of either of the parties in difference and his decision shall be binding on both parties and the costs of the arbitration shall be borne as he shall direct.

For the protection of the owners of Bank Close Hasland Chesterfield.

67. For the protection of Joseph Bright and Eliza Penelope his wife or other the owner for the time being of the mansion house and grounds called or known as Bank Close situate in the parish of Hasland in the county of Derby (all of whom are herein-after in this section included in the expression "the owner") the following provisions shall have effect (that is to say) :—

1. Notwithstanding anything in this Act contained or shown on the deposited plans and sections the Railway No. 9 by this Act authorised between the points shown on the deposited plans of that railway as five furlongs and seven furlongs from the commencement thereof shall not unless otherwise agreed between the Company and the owner be made in the line shown on the said deposited plans but shall be made and maintained as near the northern limit of deviation shown on the said deposited plans as practicable and so that the whole of the said portion of the railway and the works connected therewith shall be at a distance of at least six hundred and ten feet from the said mansion house measured from any part thereof ;
2. The Company shall not except by agreement with the owner purchase enter upon take use or otherwise interfere with either temporarily or permanently any of the lands belonging or reputed to belong to the owner numbered on the deposited plans 126 and 127 in the said parish of Hasland ;
3. The Company shall not except by agreement with the owner purchase or acquire any greater portion of the lands

belonging to the owner numbered on the deposited plans 88 and 90 in the said parish of Hasland than shall be absolutely necessary for the purpose of making the said railway. A.D. 1891.

68. For the protection of the Company of Proprietors of the River Trent Navigation (in this section called "the navigation company") the following provisions shall unless otherwise agreed between the Company and the navigation company have effect (that is to say):—

For the protection of the Trent Navigation Company.

(1) Notwithstanding anything in this Act or shown on the deposited plans or sections the Company shall construct and thereafter maintain the Railway No. 14 between the points A and B shown on the plan and section signed by Henry Rofe engineer on behalf of the navigation company and by William Newton Bakewell engineer on behalf of the Company (and hereafter called "the standard plan and section") in the line coloured red on that plan and according to the levels shown in red on that section and the Company shall not without the consent in writing of the navigation company deviate from the line or levels of the said railway as shown on the said standard plan and section ;

(2) The Company shall construct the said railway in all respects in accordance with the standard plan and section and shall carry the same over the River Trent and the towing path thereof by means of a good and substantial bridge of brick stone wood or iron such bridge shall be constructed with four arches having each a span of not less than 110 feet and no part of the underside of any such arch shall be of a less height than 74.50 feet above ordnance datum ;

(3) The Company shall also construct—

(A) Between the westerly side of said bridge and the point marked C on the standard section 25 flood arches ; and

(B) Between the easterly side of the said bridge and the point marked D on the standard section 12 flood arches Every such flood arch shall be of a span of not less than fifty feet and shall have a headway throughout its entire breadth sufficient in the opinion of the engineer to the navigation company to allow of the free passage thereunder of flood water ;

(4) No pier shall be placed upon the towing path but the same shall both during the construction and after the completion of

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the bridge be left and preserved unobstructed and free for use ;

- (5) The said railway between the said points A and B shall be constructed under the inspection of the engineer or other duly appointed officer of the navigation company and to his satisfaction ;
- (6) Previously to commencing the construction of the Railway No. 14 between the said points A and B the Company shall deposit at the office of the navigation company detailed plans sections working drawings and specifications of the said portion of railway and shall obtain the approval of the engineer to the navigation company to such plans sections working drawings and specifications and the bridge shall be constructed only in accordance with the plans sections drawings and specifications so approved or settled as herein-after provided and it shall not be lawful for the Company at any time to alter the said bridge without previously to making such alteration obtaining the like approval ;

Provided always that if the said engineer shall for the period of two months neglect or refuse to approve such plans sections drawings and specifications or shall disapprove the same then the said works shall be constructed according to plans sections working drawings and specifications to be submitted to and approved by an engineer to be agreed upon or in default of agreement to be appointed by the Board of Trade on the application of either party ;

- (7) During the construction of the bridge the Company shall keep the navigation of the River Trent free and clear so that sailing and other vessels navigating in or upon the same shall have sufficient and convenient room to navigate and pass thereon and for enabling vessels to be hauled thereon a free and unobstructed waterway of not less than one hundred feet shall be left on the towing-path side of the said river except during such time not exceeding seven days as may be necessarily occupied in the erection of the girders on that side of the river during which period the Company shall at their own expense provide and work to the satisfaction of the engineer of the navigation company proper and sufficient means for hauling such vessels past the site of the bridge by night and day The Company shall also pay to the navigation company on demand any expenses incurred by them in dredging and maintaining

such temporary channel or channels as in the opinion of the engineer to the navigation company may be necessary ; A.D. 1891.

- (8) The Company shall also during such construction exhibit every night from sunset to sunrise a light or lights which shall be kept burning by and at the expense of the Company for the guidance of vessels. Such lights shall be of such description and number and be so used and placed as the navigation company in writing shall direct and shall if necessary be from time to time altered by the Company in such manner as the navigation company direct ;
- (9) The space between the piers of the arches of the bridge shall at all times after the completion of the bridge be left and preserved an open and uninterrupted navigable waterway and the said flood arches shall at all times be kept open and free for the passage of water and the Company shall at their own expense maintain the bridge and works of the height and width and so constructed as aforesaid and in perfect repair at all times ;
- (10) The Company shall make good all damage that may be occasioned to the navigation of the River Trent or the works or property of the navigation company by the construction renewal or want of repair of any of the Company's works ; but

(1) In every case of pressing necessity ; and

(2) In every other case if for seven days after notice in writing thereof given to the Company by the navigation company the Company neglect to proceed with due diligence to make good such damage—

the navigation company may if they think fit make good the damage and the amount expended by them in so doing shall be repaid to them by the Company ;

- (11) If and whenever by any act or omission of the Company the navigation of the River Trent or towing-path shall be obstructed or rendered dangerous to boats barges or other vessels navigating or using the said navigation or persons or animals using the said towpath the Company shall pay to the navigation company as or by way of ascertained damages the sum of two hundred pounds for every day of twenty-four hours during which the obstruction or danger shall continue and so in proportion for any less time than a day ;

Provided that nothing in this Act contained shall prevent the navigation company or any owner of boats or barges from recovering from the Company (in addition to the ascertained

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damages herein-before mentioned) any special damage that may be sustained by the navigation company or such owner in consequence of the stoppage or hindrance to the traffic upon the said navigation or in consequence of the works to be executed by the Company or by the navigation company for the Company under the provisions herein-before contained or on account of any other act or omission of the Company ;

(12) If and whenever any damages or other sums payable by the Company to the navigation company or any such owner as aforesaid are not paid on demand made on the secretary or clerk of the Company the same may together with costs of suit be recovered against the Company in any court of competent jurisdiction ;

(13) The Company shall not otherwise than by agreement purchase or take any land of the navigation company or any portion of the towing-path but the Company may purchase and take and the navigation company may and shall sell and grant accordingly an easement or right of using the land of the navigation company required for the construction of the railway in the line shown on the standard plan.

For the
protection of
the Misses
Freeth.

69. For the protection of Elizabeth Freeth and Ellen Freeth of Standard Hill in the town of Nottingham or other the owners or owner for the time being of the North and South Clifton Estate (in this section called "the owner") the following provisions shall unless otherwise agreed between the Company and the owner have effect (that is to say) :—

(1) Notwithstanding anything in this Act or shown on the deposited plans or sections the Company shall construct and thereafter maintain the Railway No. 14 between the points A and B shown on the standard plan and section referred to in the section of this Act of which the marginal note is "For the protection of the Trent Navigation Company" in the line coloured red on that plan and according to the level shown in red on that section ;

(2) The Company shall carry the said railway over the River Trent and the towing-path thereof by means of a bridge with four arches having each a span of not less than one hundred and ten feet ;

(3) The Company shall also construct and maintain—

(A) Between the westerly side of the said bridge and the point marked C on the standard section twenty-five flood arches ; and

(B) Between the easterly side of the said bridge and the point marked D on the standard section twelve flood arches; A.D. 1891.

Every such flood arch shall be of a span of not less than fifty feet and shall have a headway throughout its entire breadth sufficient in the opinion of the engineer for the time being of the owner to allow the free passage thereunder of flood water;

(4) The said bridge and arches shall at all times be kept open and free for the passage of water and the Company shall at their own expense maintain the bridge arches and works of the height and width and so constructed as aforesaid in proper repair at all times;

(5) Notwithstanding anything shown on the deposited plans and sections the Company shall not stop up any part of the road numbered on those plans 30 in the parish of North Clifton but the Company may and shall raise the said road and carry the same over the railway by a bridge. The width of the roadway over the said bridge shall not be less than fifteen feet between the fences thereof and the Company may make the approaches to the said bridge of any inclination not steeper than 1 in 25;

(6) The foregoing provisions of this section shall be in addition to and not in substitution for any liability and obligations imposed on the Company by the Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and the Railways Clauses Act 1863 or any of those Acts.

70. For the protection of the mayor aldermen and citizens of the city and county of the city of Lincoln (herein-after referred to as "the Lincoln Corporation") the following provisions shall have effect namely:—

For the protection of the Corporation of Lincoln.

1. From and after the opening for public traffic of any of the railways of the Company within the county of Lincoln it shall not be lawful for the Company or any corporation company or person working or using such railways or any part thereof and whether in the county or in the city of Lincoln without the consent in writing of the Lincoln Corporation under their common seal to run or cause to be run any train engine carriage waggon or other vehicle whether loaded or unloaded of the Company upon or over any level crossing which now exists or hereafter may be made within the boundaries of the city or county of the city of Lincoln

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save and except for the following purposes (that is to say) :—

- (A) For the purposes of setting down or taking up passengers or receiving or delivering goods traffic of all descriptions at any now existing station or at any private siding depôt warehouse or works at present or at any time hereafter existing within the said boundaries; or
- (B) For the purposes of the exchange of traffic of all descriptions (which exchange cannot reasonably be effected in any other way) between the railways of the Company and the railways of any other railway company which form by passing over any such level crossing a continuous line of communication with the railway of the Company Provided always that if at any time disputes or differences shall arise between the corporation and the Company as to the reasonableness of the user of any such level crossing for the purpose of such exchange the same shall be determined on the application of either party by the Board of Trade;
2. Save for the above excepted purposes the Company and any company or person working or using their railways or any part thereof in the county of Lincoln or in the city of Lincoln under the provisions of this Act shall not shunt or stop or cause to be shunted or stopped over or upon any such level crossing as aforesaid any train engine carriage waggon or other vehicle of the Company (whether loaded or unloaded);
3. The bridge carrying the Railways Nos. 17 and 18 by this Act authorised over the Carrholme Road in the city and county of the city of Lincoln shall consist of one span of not less in the total width than the present width of the said road including the footpaths on each side thereof and shall be constructed to the satisfaction of the corporation and in accordance with the plans and elevations to be submitted to and approved by the corporation previous to the commencement of the works connected with the said Railways Nos. 17 and 18 and shall have a headway throughout of not less than sixteen feet measured from the present surface of the said road and shall be so constructed as to leave the said road free from any obstruction whatsoever;
4. The works in connexion with the bridges for carrying Cheviot Street and Arboretum Avenue over the proposed Railway No. 19 in the city and county of the city of Lincoln shall be so

constructed and maintained as not at any time either during construction or after the completion of the railway to curtail or obstruct the present width of the roadway or footways of the said street and avenue or any part or parts of such roadway or footways ;

5. Monks Road in the city and county of the city of Lincoln from the east side of Thomas Street and for a distance of one hundred feet measured in an easterly direction shall together with the footpaths thereof be raised by the Company to a gradient not exceeding 1 in 40 and shall thence be carried on the level at a height not exceeding forty-seven feet five inches above ordnance datum for a distance not exceeding one hundred feet and thence for a distance of one hundred and fifty feet where they shall rejoin the existing roadway and footways and at a gradient not steeper than 1 in 30 The works in connexion with such alteration of Monks Road shall be commenced carried out and maintained by the Company in accordance with the plans sections and drawings to be submitted to and approved by the corporation previous to the commencement thereof ;
6. In constructing the Railway No. 19 by this Act authorised through the arboretum in the city and county of the city of Lincoln the line shall be constructed completed and maintained by the Company as a covered line throughout and the present level of the main pathway of the said arboretum shall remain and be for ever maintained by the Company unaltered and the entrance gates and entrance lodge to the said arboretum and all buildings appertaining thereto shall be taken down by the Company and rebuilt by them in such style and manner and at such place or places on such levels and according to such plans elevations and drawings as the corporation shall determine and approve ;
7. Previously to any interference by the Company with any sewers roads gas or water mains and pipes and other sanitary works and conveniences belonging to or under the jurisdiction or control of the corporation the Company shall furnish the corporation with plans drawings specifications and sections showing the manner in which they propose to carry out all works and conveniences affecting or connected with such sewers roads mains and pipes and other sanitary works and conveniences and no works affecting any such sewers roads gas and water mains and other sanitary works and conveniences shall be commenced until the corporation shall have signified

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their approval of such plans and drawings under their common seal and the Company shall carry out and complete such works in accordance with such approved plans and drawings and subject in all things to the superintendence and to the full satisfaction of the corporation ;

8. All bridges to be constructed by the Company within the city and county of the city of Lincoln shall be constructed of an ornamental character and in accordance with drawings and elevations to be submitted to and approved by the corporation previous to the commencement of the construction thereof And the Company shall not place or cause or permit to be placed upon any such bridges any advertisement or advertisements of any kind without the consent in writing of the corporation under their common seal first had and obtained ;
9. The foregoing provisions shall be in addition to and not in substitution of any right of the corporation to claim compensation for any damage they may sustain by reason of the construction of the railway through the city and county of the city of Lincoln or any part thereof and of any other rights legal or equitable which the corporation have or may or might otherwise have or claim against the Company in respect of the carrying into effect of any powers conferred upon them by this Act or any Act or Acts incorporated therewith.

For the protection of
Robert
Charles de
Grey Vyner.

71. For the protection and benefit of Robert Charles de Grey Vyner his heirs and assigns or other the owner or owners for the time being of the Gautby Estate (in this section called " the estate ") in the parishes of Gautby Minting Baumber and Belchford in the county of Lincoln all of whom are in this section included in the expression " Mr. Vyner " the following provisions shall unless otherwise agreed between Mr. Vyner and the Company be observed and have effect (that is to say) :—

- (1) The Company shall not purchase or acquire any greater quantity of land belonging to Mr. Vyner than shall be bonâ fide required for the construction of the railway as a double line of railway with all usual necessary and incidental works and for passenger and goods stations ;
- (2) The Company shall not acquire the freehold of the land required for the embanked or excavated slopes to bridges so far as such land shall be the frontage to other lands retained by Mr. Vyner but shall pay to Mr. Vyner the full value thereof The Company shall acquire only an easement or right to enter

thereon and execute the works and duties authorised and imposed by the said Act or by any public general Act for the time being in force And Mr. Vyner may build upon and use such land for all purposes and in the case of embankments may cut away the slopes and build retaining walls up to the road frontage ;

(3) The railway where it passes through Mr. Vyner's land shall be laid out in such line within the limits of deviation shown on the deposited plans as Mr. Vyner shall require The Company shall not alter the levels shown on the deposited sections or make any modification of the line of railway without Mr. Vyner's consent ;

(4) The Company shall in making and constructing the bridges for carrying the public road between three miles seven furlongs and three miles eight furlongs over and the public roads at five miles and five miles six furlongs under the railway observe and perform the following conditions :—

(A) The gradient of the approaches to such bridges shall not be steeper than 1 in 30 ;

(B) The width of the roadway between the parapets of the overbridges and between the abutments of the underbridge shall not be less than thirty feet clear ;

(C) The underbridge shall be of the height from the surface of the road to the underside of the arch or girders of not less than sixteen feet ;

(5) The level crossings carrying the public roads at four miles three furlongs five miles five miles six and a half furlongs and eleven miles three and a half furlongs across the railway shall be constructed to the satisfaction of Mr. Vyner and any alteration of road levels shall not cause a steeper gradient therein than 1 in 30 and the Company shall build a cottage on the sides thereof and adjoining thereto and shall at all times provide and pay an attendant to open and close the gates thereat and such gates shall at all times be opened with all reasonable despatch and no delay shall occur except for a due or approaching train ;

(6) The Company shall at their own cost build make and maintain to the satisfaction of Mr. Vyner or his agent the following accommodation works :—

(A) A bridge at or near two miles seven furlongs for carrying the private road over the railway the gradients of the approaches to be not steeper than 1 in 30 and the clear

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width between the parapets to be the full width of the present road between its fences;

- (B) The following bridges and level crossings viz. overbridges at or near three miles one furlong three miles two furlongs six miles and three-quarters of a furlong six miles three and a half furlongs and eleven miles two furlongs and underbridges at or near five miles one and a quarter furlongs ten miles two furlongs and ten miles five furlongs and level crossings at or near four miles six furlongs and ten miles six furlongs The actual sites to be selected by Mr. Vyner The bridges to give not less than twelve feet of clear width between the parapets and the abutments respectively and the underbridges to give not less than twelve feet of clear height from the level of the roadway to the underside of the arches or girders The approaches to all the bridges and level crossings to be the aforesaid width and not steeper than 1 in 30;
- (c) All water which may be drained by the cutting between six miles two furlongs and seven miles shall be diverted therefrom and drained into the existing brook or water-course in Field No. 23 on the deposited plans at the highest point possible and such diversion and drain shall at all times thereafter be maintained by the Company in good repair and working order;
- (d) The Company shall make such provision as may be reasonably practicable and to the satisfaction of Mr. Vyner for preserving the existing efficient and permanent water supply to Field No. 25 on the deposited plans;
- (e) All drains which may be cut or injured by the Company's works shall be diverted and dealt with in such manner as Mr. Vyner may reasonably require;
- (f) All the above-mentioned works shall be executed by the Company to the reasonable satisfaction of Mr. Vyner;

And all such other proper and convenient communications as well temporary as permanent between the parts to be severed by the said railways of the estate (either under or over the said railway) and such other accommodation works as shall be reasonably required for the convenient enjoyment occupation or cultivation of the estate;

- (7.) The Company shall before opening the said railways or allowing the same to be used for public traffic build and construct and for ever after maintain to the satisfaction of Mr. Vyner at the points herein-after mentioned or in such

other positions as Mr. Vyner and the Company may agree upon— A.D. 1891.

- (A) A first-class passenger station for Gautby and Minting with sidings platforms and sheds for goods traffic near three miles seven furlongs;
- (B) A station and sidings for passengers and goods at Baumber at seven miles;
- (C) A station and sidings for passengers and goods at Belchford at eleven miles four furlongs;
- (D) The said Robert Charles de Grey Vyner and his successors owners of the estate may for their own personal convenience stop any trains at any of the aforesaid stations on giving notice to the station-master or guard of the train at the next preceding station at which the train may stop for setting them down or at any of the said stations for taking them up;
- (E) Mr. Vyner may make and maintain junctions and connect with the Company's sidings any railways and railway works and conveniences for the purposes of the estate subject to the provisions of the general Railway Acts;
- (F) The Company shall make efficient arrangements and give all necessary and proper facilities (to the reasonable satisfaction of Mr. Vyner) for delivery and removal of waggons loaded or unloaded and for the convenient and speedy handling and disposal of the traffic at such stations and to and from Mr. Vyner's railways which may be connected therewith.

72. The Company shall not construct in the line shown on the deposited plans the portion of Railway No. 25 between the points thereon marked twenty-one miles four furlongs from the point of commencement and twenty-three miles four furlongs from such point but notwithstanding anything contained in this Act or shown on the deposited plans the Company shall (if they construct such railway) construct the same between those points in the line and according to the levels shown upon the plan and section signed in duplicate by the Honourable Walter James the chairman of the committee of the House of Commons to whom the Bill for this Act was during the progress thereof through Parliament referred and deposited together with books of reference thereto at the Private Bill Office of the House of Commons and at the Parliament Office of the House of Lords and copies of which plan section and books of reference have also been deposited at the office of the clerk of the peace for the parts of Lindsey in the county of Lincoln and

For the protection of
 Mary Georgiana Constance Nisbet Hamilton Ogilvy and the trustees of the will of Lady Mary Christopher Nisbet Hamilton deceased.

A.D. 1891. — shall not without the consent in writing of Mary Georgiana Constance Nisbet Hamilton Ogilvy and the trustees of the will of Lady Mary Christopher Nisbet Hamilton deceased or her and their successors in estate deviate from the line or levels of the said railway as shown upon the plan and section so signed as aforesaid and the Company may for the purpose of constructing such portion of railway after the usual notice to treat shall have been given to the parties interested and the amount of purchase money and compensation agreed upon settled deposited or paid and the other conditions of the Lands Clauses Acts complied with enter upon take and use such of the lands shown on the said last-mentioned plan and described in the books of reference deposited therewith as may be required for that purpose.

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

73. The following provisions for the protection of the London and North-Western Railway Company (herein-after referred to as "the North-Western Company") shall unless otherwise agreed between the Company and the North-Western Company apply and have effect:—

- (1) The Company in constructing the railways and works by this Act authorised so far as the same affect the railways lands or works of the North-Western Company shall construct them so far as reasonably practicable in and upon the lines and levels shown upon the deposited plans and sections unless otherwise agreed upon between the Company and the North-Western Company or otherwise expressly provided by this section and the said railways and works shall be constructed according to plans sections and specifications to be previously submitted to and reasonably approved by Francis Stevenson or other the principal engineer for the time being of the North-Western Company (herein-after referred to as the principal engineer) and under the superintendence and in all respects to the reasonable satisfaction of such engineer and so as to leave undisturbed at all times the lines of railway of the North-Western Company ;
- (2) The Company shall carry Railway No. 3 over the Crewe and Stockport Railway of the North-Western Company by means of a wrought-iron girder bridge with wrought-iron flooring of one span of sufficient width to clear the whole of the property of the North-Western Company between the boundaries of their railway at the point of crossing and with a clear headway throughout of not less than fourteen feet six inches above the upper surface of the rails upon the said railway at the point

of crossing and the Company shall for ever maintain such headway ; A.D. 1891.

- (3) In constructing Railway No. 4 where the same is intended to pass under the said Crewe and Stockport Railway and under the Warrington and Stockport Railway of the North-Western Company and in constructing Railway No. 7 where the same is intended to pass under the Buxton and High Peak Junction Railway of the North-Western Company the Company shall construct wrought-iron girder bridges with wrought-iron flooring such bridges to be of not less than the following widths respectively between the parapets measured on the square to such railways viz. :—

- (A) In the case of the Crewe and Stockport Railway seventy-seven feet ;
- (B) In the case of the Warrington and Stockport Railway fifty-two feet ; and
- (C) In the case of the Buxton and High Peak Junction Railway fifty-two feet ;

The upper surface of the flooring and girders of such bridges shall be at an uniform level of two feet at least below the level of the existing rails on the said railways at the said points of crossings ;

- (4) The junction of Railway No. 6 with the said Crewe and Stockport Railway of the North-Western Company shall be by ~~a single line connecting only with the up or easternmost line of rails of the said Crewe and Stockport Railway~~ and shall be constructed according to plans and sections to be reasonably approved by the said principal engineer and at such point as he shall determine The North-Western Company shall concur in any application which the Company may deem it expedient to make to Parliament in the next or any future session for power to construct a junction with the down or westernmost line of rails of the said Crewe and Stockport Railway such junction to be only at such point as shall be previously approved by the said principal engineer and to be constructed on the west side of that railway so as to form a junction with the proposed Railway No. 4 Both junctions shall be provided with such catch sidings as shall be reasonably required by the said principal engineer the points or switches of which shall be under the control of signalmen to be appointed by the North-Western Company at the respective junctions ;

- (5) In constructing so much of Railway No. 7 in the parish of Buxton as extends west of the North-Western Company's

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Buxton and High Peak Junction Railway the Company shall if required by the North-Western Company within twelve months of the passing of this Act construct the same wholly to the south and west of the red line marked A B C on the plan signed by Robert Elliott Cooper on behalf of the Company and by Francis Stevenson on behalf of the North-Western Company ;

- (6) If by reason of the construction of Railway No. 3 it shall become necessary to add to or alter the signal or signals upon the said Crewe and Stockport Railway of the North-Western Company the same shall be so added to or altered by that Company and the reasonable expense thereof shall be repaid to them by the Company ;
- (7) In constructing and maintaining all or any of the railways or works by this Act authorised where the same affect the railways works or lands of the North-Western Company the Company and their contractors servants agents or workmen shall not obstruct impede or interfere with the free and uninterrupted and safe user of the railways or other works of the North-Western Company ;
- (8) The Company shall at all times maintain all the works of the said crossings or affecting the North-Western Company 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 or do as well in and upon the lands of the Company or the lands required by them for the purposes of this Act as their own lands all such works and things as such principal engineer may reasonably think requisite in that behalf and the sum from time to time certified by such principal engineer to be the reasonable amount of such their expenditure shall be repaid to the North-Western Company by the Company and in default of repayment may be recovered in any court of competent jurisdiction ;
- (9) For the purpose of constructing the railways by this Act authorised the Company shall not except with the consent of the North-Western Company take use or interfere with any land or property of that Company but the Company shall acquire only easements in and upon such of the works lands and property of the North-Western Company as may be necessary for the crossings aforesaid and the North-Western Company may and shall grant such easements accordingly The amount to be paid for the acquisition of such easements

shall be settled in the case of difference in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement ;

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(10) The Company shall on demand pay to the North-Western Company all reasonable expenses of the employment by the North-Western Company during the construction of the works for and with respect to the crossings of or affecting the North-Western Railway of a sufficient number of inspectors and watchmen for watching their said railways and works and for preventing as far as may be all interference danger and accident from any of the operations or from the acts and 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 ;

(11) The Company shall be responsible for and make good to the North-Western Company all costs losses damages and expenses from time to time occasioned to the North-Western Company or to their railways or any of their works and property or to the traffic on the said railways or to any company or person using the same by reason of the execution or failure of the works by this Act authorised or by any act or omission of the Company or any of the persons in their employment or their contractors agents or others and the Company shall effectually indemnify and hold harmless the North-Western Company from all claims and demands upon or against them by reason of any such execution or failure or of any such act or omission as aforesaid ;

(12) If any difference shall arise between the respective engineers of the Company and the North-Western Company as to the reasonableness of the plans sections and specifications hereinbefore provided for such difference shall be referred to and be determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company or the North-Western Company.

74. The powers of this Act with respect to the purchase and acquisition of lands otherwise than by agreement for the purposes of the railways hereby authorised and with respect to the making and maintaining of those railways shall unless with the previous consent of the Midland Railway Company (herein-after called "the Midland Company") in writing under their common seal

For protection of the Midland Railway Company.

A.D. 1891. be exercised only subject to and in accordance with the following provisions:—

- (1) The Company shall not without in every case the previous consent of the Midland Company in writing under their common seal take use enter upon or interfere with any land railway siding or other work from time to time belonging to or worked by that company except only so far as shall be necessary for the purpose of making and maintaining the said railways as the same are according to this Act to be constructed ;
- (2) With respect to any land of the Midland Company which the Company is by this Act authorised to use enter upon or interfere with the Company shall not purchase or take the same but the Company may purchase and take and the Midland Company may and shall sell and grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same ;
- (3) The crossing of the respective railways over the Midland Company's railway and branches shall be effected at such points within the limits of deviation shown on the deposited plans and in such manner and according to such mode of construction as shall be reasonably approved of by the principal engineer for the time being of the Midland Company or in case of difference as shall be determined by arbitration as herein-after provided ;
- (4) The bridge or viaduct carrying Railway No. 7 over the Midland Company's line from Derby to Manchester shall be constructed with a span or opening of not less than seventy feet measured on the square and the Company shall prior to and during the construction of the said bridge or viaduct adopt such precautions and erect and maintain such permanent or temporary structures for the protection of the Midland Company's said railway and for the safety of the traffic thereon as shall be specified or required in writing by the principal engineer of the Midland Company or in case of difference as shall be determined by Sir Benjamin Baker as sole arbitrator and the Company shall not proceed with the construction of the said bridge or viaduct until the conditions of this subsection are duly fulfilled from time to time ;
- (5) The bridge carrying Railway No. 9 over the Midland Company's Brampton Branch shall be constructed with one arch

- or opening of not less than twenty-eight feet span on the square with a clear headway throughout of not less than fourteen feet six inches ;
- (6) The bridge carrying the said Railway No. 9 over the Midland Company's main line from Derby to Leeds shall be constructed with two spans of a clear headway throughout of not less than fourteen feet six inches the abutments thereof to be built outside the Midland Company's boundaries and with one intermediate pier not exceeding four feet in thickness to be built in such a position as shall be determined by the principal engineer of the Midland Company ;
- (7) The bridge carrying the said Railway No. 9 over the Midland Company's Doe Lea Extension line shall be constructed with one arch or opening of not less than twenty-eight feet span on the square and with a clear headway throughout of not less than fourteen feet six inches ;
- (8) The bridge carrying the said Railway No. 9 over the Midland Company's Mansfield and Worksop line shall be constructed with one arch or opening of not less than fifty-two feet span on the square and with a clear headway throughout of not less than fourteen feet six inches ;
- (9) the bridge carrying Railway No. 12 over the Midland Company's Clown Branch shall be constructed with one arch or opening of not less than twenty-eight feet span on the square and with a clear headway throughout of not less than fourteen feet six inches ;
- (10) The junction of Railway No. 4 with the Midland Company's Manchester South District Railway shall not be constructed at the point and in the manner shown on the deposited plans but at such other point on the west side of the Heaton Mersey Station as shall be defined and determined by the principal engineer of the Midland Company and shall be so constructed as to provide for the widening by the Midland Company of their said railway and the Company shall also for their own use erect and provide new platforms waiting sheds and other accommodation on the south side of and parallel to the said station ;

For the purpose of enabling the Company to comply with this sub-section the Midland Company will so far as their lands or powers extend afford facilities to the Company for the construction of the altered junction ;

- (11) The junction of Railway No. 18 with the Midland Company's Nottingham and Lincoln line shall be constructed at

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a point to be defined by the principal engineer of the Midland Company one hundred yards or thereabouts to the north-east of the bridge carrying the said line over the main drain numbered 20 on the deposited plans in the parish of Boutham in the county of Lincoln (parts of Kesteven) ;

- (12) The said railways and junctions where the same will be made upon or across or will otherwise interfere with any railway siding or other work belonging to or worked by the Midland Company shall subject to the foregoing provisions of this enactment be constructed according to plans sections and specifications to be previously approved by the principal engineer for the time being of the Midland Company who shall report thereon within one month after the same shall have been submitted to him and any difference thereon between him and the principal engineer for the time being of the Company shall (subject as aforesaid) be determined by arbitration in manner herein-after provided ;
- (13) The Company shall take all possible precautions in the execution of their works to prevent any interference with the free uninterrupted and safe use in the ordinary manner and at the ordinary rate of speed of any railway siding or other work belonging to the Midland Company ;
- (14) The Company shall bear and on demand pay to the Midland Company the expense of the employment by that Company during the execution of any work affecting any railway siding or other work of that Company of a sufficient number of inspectors watchmen and signalmen to be appointed by that Company for watching and signalling the same with reference to and during the execution of any such work of the Company and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employ of the Company or of their contractors with reference thereto or otherwise ;
- (15) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any person in the employ of the Company or of their contractors or otherwise any railway siding or other work of the Midland Company shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the Midland Company may make good the same and recover

the expense thereof with full costs against the Company in any court of competent jurisdiction And if any interruption shall be occasioned to the traffic of or upon any such railway siding or other work of the Midland Company by reason of any of the matters or causes aforesaid the Company shall pay to the Midland Company all costs and expenses to which that Company may be put as well as full compensation to be recoverable with full costs by that company from the Company in any court of competent jurisdiction; A.D. 1891.

(16) The Company shall at all times maintain the bridges arches openings or other works by which their railway is carried over the railways sidings or other works of the Midland Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of that Company And if and whenever the Company fail so to do the Midland Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as that Company reasonably think requisite in that behalf and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company and in default of full repayment may be recovered with full costs by the Midland Company from the Company in any court of competent jurisdiction;

(17) If in the opinion of the Midland Company or in case of difference between them and the Company of an arbitrator to be appointed as herein-after provided it shall be necessary for the Midland Company to purchase or pay compensation for any minerals required to be left unworked for the protection and safety of any works constructed under the powers of this Act or for any additional minerals beyond those which but for this Act would have been required to be so left unworked then the Company shall on demand pay to the Midland Company all costs and expenses incurred by them in relation to any such purchase or payment of compensation and the amount of such costs and expenses or as the case may be the amount of the additional costs and expenses shall in case of difference be determined by arbitration as herein-after provided;

(18) If the Midland Company shall at any time hereafter be desirous for the purpose of forming branches or sidings to any existing or intended collieries works or manufactories of constructing bridges under or over the said railways by this Act authorised the Company shall afford to the Midland Company

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all reasonable and proper facilities for the construction of such bridges according to plans to be agreed between the principal engineers of the two companies for the time being or in case of difference to be determined by arbitration as herein-after provided ;

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

For the pro-
tection of the
Cheshire
Lines Com-
mittee.

75. The following provisions for the protection of the Cheshire Lines Committee (herein-after called "the committee") shall (unless otherwise agreed on in writing between the committee and the Company) apply to and be obligatory upon the Company :—

- (1) The Company in constructing the railways and works by this Act authorised so far as the same affect the railways lands and works of the committee shall construct them within the limits of deviation shown on the deposited plans and according to plans sections and specifications to be previously submitted to and reasonably approved by the principal engineer for the time being of the committee within one month after the same shall have been submitted to him and such works shall be executed under the superintendence and to the reasonable satisfaction of such principal engineer and in all things at the expense of the Company ;
- (2) Railway No. 1 shall be carried over the railway of the committee by means of a flat wrought-iron girder bridge the piers or abutments whereof shall be parallel with the railway of the committee and shall have a clear opening or span of sixty-one feet at the least measured at a right angle to the centre line of the railway of the committee and having a clear headway of at least fifteen feet from the surface of the said railway to the underside of the girders of the said bridge for the entire span thereof ;
- (3) Railway No. 4 shall be carried over the railway of the committee by means of a flat wrought-iron girder bridge the piers or abutments whereof shall be parallel with the railway of the committee and shall have a clear opening or span of fifty feet at the least measured at a right angle with the centre line of the railway of the committee and having a clear headway throughout of at least fifteen feet from the surface of the railway to the underside of the girders of the said bridge ;

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(4) During the construction of Railways Nos. 1 and 4 by this Act authorised over the railway of the committee the Company will bear and on demand pay to the committee the expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching their said railway 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 of the Company or from the acts or defaults of the contractors or of any person or persons in their employment or otherwise ;

(5) The Company shall at all times maintain the bridges and other works by which the said railways shall be so carried over the railway of the committee in substantial repair and good order to the reasonable satisfaction in all respects of the principal engineer of the committee and if and whenever the Company fail so to do the committee may make or do in and upon as well the lands of the Company as their own lands such repairs and the sum from time to time certified by such engineer to be the reasonable amount of such expenditure shall be repaid to the committee by the Company and in default of payment may be recovered by them from the Company with full costs in any court of competent jurisdiction ;

~~(6) The Company and their contractors agents servants or workmen shall not in constructing or repairing the railways and works over the railway of the committee obstruct impede or interfere with the free and uninterrupted and safe use of the railways or other works of the committee or any traffic thereon or if any such obstruction or interference shall be caused or take place contrary to this enactment the Company shall pay to the committee all costs and expenses to which the committee may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption such costs expenses and compensation to be recoverable with full costs by the committee in any court of competent jurisdiction ;~~

(7) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the committee all costs losses damages and expenses which may be occasioned to the committee or to any of the works or property thereof or to the traffic thereon or otherwise by reason of the execution or failure of the railways and the works in connexion therewith or of any act or omission of the Company or of any of

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the persons in their employ or of their contractors or others and the Company will effectually indemnify and hold harmless the committee from all claims and demands upon or against them by reason of such execution or failure and of any such act or omission ;

(8) The Company shall not in any case without the previous consent in writing under the common seal of the committee take use enter upon or interfere with the railways works lands or property at any time belonging to or in the possession or under the power of the committee except only such part or parts thereof respectively as it shall be necessary for the Company to take use enter upon or interfere with for making and maintaining the bridges and other works by which the said railways are under the provisions of this Act to be carried across the railway of the committee ;

(9) With respect to the railways works lands or property of the committee which the Company are by this Act authorised to take use enter upon or interfere with the Company shall not purchase and take the same but they may purchase and take and the committee may and shall sell and grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same ;

(10) If any question or difference shall at any time arise between the Company and the committee touching any plans sections and specifications prepared by the Company for the construction of any of the works herein-before provided for or as to the reasonableness or sufficiency of such plans sections and specifications or works the same shall be settled and determined by the engineers of the Company and the committee or failing agreement by an engineer to be appointed by the president for the time being of the Institute of Civil Engineers on the application of either party and the decision of such last-named engineer shall be final and conclusive.

For the protection of the Manchester Sheffield and Lincolnshire Railway Company.

76. The following provisions for the protection of the Manchester Sheffield and Lincolnshire Railway Company (herein-after called "the Sheffield Company") shall (unless otherwise agreed on in writing between the Sheffield Company and the Company) apply to and be obligatory upon the Company :—

(1) The Company in constructing the railways and works by this Act authorised so far as the same affect the railways canals lands and works of the Sheffield Company shall construct

them within the limits of deviation shown on the deposited plans and according to plans sections and specifications to be previously submitted to and reasonably approved by the principal engineer for the time being of the Sheffield Company within one month after the same shall have been submitted to him and such works shall be executed under the superintendence and to the reasonable satisfaction of the said principal engineer and in all things at the expense of the Company ;

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- (2) The width and span of all bridges by this section prescribed shall be the width as measured at right angles to the centre line of the railway or canal crossed by such respective bridges ;
- (3) The Company shall carry Railway No. 7 over the Sheffield Company's Macclesfield Canal by means of a wrought-iron girder bridge having a single span of not less than fifty feet between the piers or abutments thereof and a clear height or headway of not less than twelve feet for the entire width thereof ;
- (4) The Company shall carry Railway No. 9 over the railway of the Sheffield Company now in course of construction in the parish of Chesterfield in the county of Derby by means of a wrought-iron girder bridge having a single span of not less than fifty feet between the piers or abutments thereof and a clear headway of not less than sixteen feet for the entire width thereof ;
- (5) The Company shall carry Railway No. 9 under the railway of the Sheffield Company now in course of construction in the parish of Sutton-cum-Duckmanton in the county of Derby by means of a bridge having a clear width of not less than fifty feet between the parapets thereof ;
- (6) The Company shall carry Railway No. 12 over the Chesterfield Canal of the Sheffield Company by means of a wrought-iron girder bridge having a single span of not less than twenty-five feet between the piers or abutments thereof and a clear headway of not less than ten feet and the Company shall for ever maintain such headway ;
- (7) The Company shall carry Railway No. 21 over the Market Rasen Branch Railway of the Sheffield Company by means of a wrought-iron girder bridge having a single span of not less than fifty feet between the piers or abutments thereof and a clear height or headway of not less than fifteen feet for the entire width thereof ;

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- (8) Notwithstanding anything shown on the deposited plans or contained in this Act the Company shall not make the junction of Railway No. 12 with the main line of the railway of the Sheffield Company now in course of construction in the parish of Beighton in the county of Derby but the Company shall make the said junction with the authorised branch railway of the Sheffield Company leading to the Norwood Colliery according to a plan to be agreed by the engineer of the Sheffield Company and the engineer of the Company or in case of difference to be settled by arbitration in manner herein-after provided For the purpose of enabling the Company to comply with this sub-section the Sheffield Company will so far as their lands or powers extend afford facilities to the Company for the construction of the altered junction ;
- (9) During the construction of any of the railways by this Act authorised either over or under any of the railways or canals of the Sheffield Company the Company will bear and on demand pay to the Sheffield Company the expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching their said railways or canals 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 of the Company or from the acts or defaults of the contractors or of any person or persons in their employment or otherwise ;
- (10) The Company shall at all times maintain the bridges and other works by which any of the railways by this Act authorised shall be so carried either over or under any of the railways or canals of the Sheffield Company in substantial repair and good order to the reasonable satisfaction in all respects of the principal engineer of the Sheffield Company and if and whenever the Company fail so to do the Sheffield Company may make or do in and upon as well the lands of the Company as their own lands such repairs and the sum from time to time certified by such engineer to be the reasonable amount of such expenditure shall be repaid to the Sheffield Company by the Company and in default of payment may be recovered by them from the Company with full costs in any court of competent jurisdiction ;
- (11) The Company and their contractors agents servants or workmen shall not in constructing or repairing the railways and works by this Act authorised either over or under any of

the railways or canals of the Sheffield Company obstruct impede or interfere with the free and uninterrupted and safe use of the railways canals or other works of the Sheffield Company or any traffic thereon or if any such obstruction or interference shall be caused or take place contrary to this enactment the Company shall pay to the Sheffield Company all costs and expenses to which that Company may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption such costs expenses and compensation to be recoverable with full costs by that Company in any court of competent jurisdiction ;

(12) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Sheffield Company all costs losses damages and expenses which may be occasioned to that Company or to any of the works or property thereof or to the traffic thereon or otherwise by reason of the execution or failure of the railways by this Act authorised and the works in connexion therewith or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company will effectually indemnify and hold harmless the Sheffield Company from all claims and demands upon or against them by reason of such execution or failure and of any such act or omission ;

(13) The Company shall not in any case without the previous consent in writing under the common seal of the Sheffield Company take use enter upon or interfere with the railways works lands or property at any time belonging to or in the possession or under the power of the Sheffield Company except only such part or parts thereof respectively as it shall be necessary for the Company to take use enter upon or interfere with for making and maintaining the bridges and other works by which the said railways are under the provisions of this Act to be carried across the railways and canals of the Sheffield Company ;

(14) With respect to the railways canals works land or property of the Sheffield Company which the Company are by this Act authorised to take use enter upon or interfere with the Company shall not purchase and take the same but they may purchase and take and the Sheffield Company may and shall sell and grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same ;

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(15) If any question or difference shall at any time arise between the Company and the Sheffield Company touching any plans sections and specifications prepared by the Company for the construction of any of the works herein-before provided for or as to the reasonableness or sufficiency of such plans sections and specifications or works the same shall be settled and determined by the engineers of the Company and the Sheffield Company or failing agreement by an engineer to be appointed by the president for the time being of the Institute of Civil Engineers on the application of either party and the decision of such last-named engineer shall be final and conclusive.

For the protection of the Great Northern Railway Company.

77. The powers of this Act with respect to the purchase and acquisition of any lands in which the Great Northern Railway Company are interested otherwise than by agreement for the purposes of the railways by this Act authorised and the junctions of such railways with railways belonging to or worked by the Great Northern Railway Company and with respect to the making and maintaining of those railways shall unless with the previous consent of the Great Northern Railway Company (herein-after called "the Great Northern Company") in writing under their common seal be exercised only subject to and in accordance with the following provisions:—

Limiting interference with land &c.

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

Company to acquire easement only.

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

Providing for crossing Great Northern

(3) The railway at Tuxford No. 14 hereby authorised shall be constructed over the main line of the Great Northern Railway by a bridge of three spans of twenty-eight feet each measured

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at right angles with the Great Northern Railway with a clear headway in each opening of not less than fifteen feet throughout;

—
 Railway at
 Tuxford.

- (4) The bridge carrying Railway No. 18 over the railway of the Great Northern Railway Company numbered on the deposited plans 3A in the parish of St. Mary-le-Wigford and Holmes Common in the county of the city of Lincoln and numbered on the deposited plans 3A in the parish of Boultham in the parts of Kesteven in the county of Lincoln respectively shall be constructed on a viaduct with five openings one opening having a clear span of not less than fifty-four feet each of the remaining four openings having a clear span throughout of not less than twenty-eight feet and a clear headway of fifteen feet throughout from the rail level of the existing lines of rails;

Providing
 for crossing
 the Great
 Northern
 Railway at
 Lincoln

- (5) Notwithstanding anything shown on the deposited plans or contained in this Act the Company shall not make the junction of Railway No. 15 with the main lines of the Great Northern Railway at the southern end of the Tuxford station yard of the Great Northern Company but the Company shall make the said junction of Railway No. 15 with the siding on the western side of the Great Northern Railway according to a plan to be agreed by the engineer of the Great Northern Company and the engineer of the Company or in case of difference to be settled by an engineer to be appointed by the Board of Trade on the application of either company The Company shall bear and on demand pay to the Great Northern Company the cost of all alterations or additions of whatsoever kind to the said Tuxford Station of that Company rendered necessary by the construction of Railway No. 15 whether it be of sidings platforms buildings signals or any other expenditure the Great Northern Company may be put to by reason of the traffic of the Company;

Providing
 for junction
 with the
 Great
 Northern
 Railway at
 Tuxford.

- (6) The Great Northern Company may at any time before the first day of November one thousand eight hundred and ninety-one give notice in writing to the Company that they desire that the junction of Railway No. 22 hereby authorised with the Great Northern Railway near Brading's Lock shall be diverted from the point shown on the deposited plans and shall be effected at a point designated in the said notice and shown on a plan accompanying the same and if the Company object to the point so designated it shall be referred to an engineer to be appointed by the Board of Trade on the application of either Company to determine at what point the said junction shall be

Providing
 for junction
 with Great
 Northern
 Railway near
 Brading's
 Lock.

A.D. 1891.

made and the Company shall make the junction at the point so indicated or determined as the case may be if they can lawfully do so. And if it shall be necessary to obtain statutory authority for such diversion the Company shall apply to Parliament for the same and the Great Northern Company shall not be at liberty to oppose such application except so far as may be necessary to obtain protective provisions and the Company shall in either case pay the cost of such junction and of the land and property required for the purposes thereof ;

Providing for the crossing of the Louth and Lincoln branch and the East Lincolnshire Railway.

(7) The Railway No. 25 hereby authorised shall be carried under the Louth and Lincoln Branch of the Great Northern Railway by a bridge for two lines of railway not less than thirty feet clear width between the parapets measured at right angles with that branch railway and the said Railway No. 25 shall be carried over the East Lincolnshire Line of the Great Northern Company near Alford Station by a bridge of three spans one of which shall be of the clear width of twenty-eight feet measured at right angles with the East Lincolnshire Line and the other openings shall be respectively of the clear span of sixteen feet measured at right angles to the same line and all the openings shall have a clear headway of fifteen feet throughout ;

Providing for junction with the Great Northern Company's Louth and Bardney Line.

(8) The junction of Railway No. 24 with the Louth and Bardney Line of the Great Northern Company and the junction of Railway No. 25 with the Sutton and Willoughby Railway shall be respectively effected at such point and in such manner and according to such mode of construction as shall be reasonably approved of by the engineer for the time being of the Great Northern Company before the commencement of the work ;

Plans &c. of works to be approved.

(9) The railways and works by this Act authorised where the same will be made upon or across or will otherwise interfere with the Great Northern Railway or with any railway siding or other work belonging to or worked by the Great Northern Company shall subject to the foregoing provisions of this enactment be constructed and executed according to plans and sections to be submitted to and previously approved by the engineer for the time being of the Great Northern Company who shall report thereon within one month after the same shall have been submitted to him and any difference thereon between him and the engineer for the time being of the Company shall be determined by arbitration in manner hereinafter provided and the said railways and works shall be

constructed and executed under the superintendence and to the reasonable satisfaction of the engineer of the Great Northern Company ; A.D. 1891.

(10) The Company shall not in any manner in the execution of any of their works remove or disturb any of the rails of the Great Northern Railway or the Sutton and Willoughby Railway or any sidings or other works of or connected with those railways respectively or obstruct or interfere with the free uninterrupted and safe use of those railways or any traffic thereon ; Traffic not to be obstructed.

(11) The Company shall bear and on demand pay to the Great Northern Company the expense of the employment by that Company during the execution of any work affecting the Great Northern Railway or the Sutton and Willoughby Railway or any siding or other work of the Great Northern Company or the Sutton and Willoughby Railway Company of a sufficient number of inspectors watchmen and signalmen to be appointed by that Company for watching and signalling the same with reference to and during the execution of any such work of the Company and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employ of the Company or of their contractors with reference thereto or otherwise ; Company to pay costs of inspection during progress of works.

(12) If by reason of the execution maintenance or user of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any person in the employ of the Company or of their contractors or otherwise any railway siding or other work of the Sutton and Willoughby Railway or of the Great Northern Company shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the Great Northern Company may make good the same and recover the expense thereof with full costs against the Company in any court of competent jurisdiction And if any interruption or delay shall be occasioned to the traffic of or upon any such railway siding or other work of the Sutton and Willoughby Railway or of the Great Northern Company by reason of any of the matters or causes aforesaid the Company shall pay to the Great Northern Company all costs and expenses to which that Company may be thereby put as well as full Compensation for injury.

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Bridges &c.
to be main-
tained.

compensation for all loss and inconvenience sustained by them by reason of any such interruption or delay such costs expenses and compensation to be recoverable with full costs by the Great Northern Company from the Company in any court of competent jurisdiction ;

(13) The Company shall at all times maintain the bridges arches openings or other works by which their railways are carried across the railways sidings or other works of the Great Northern Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer for the time being of that Company And if and whenever the Company fail so to do the Great Northern Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as the Great Northern Company may reasonably think requisite in that behalf and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company and in default of repayment may be recovered with full costs by the Great Northern Company from the Company in any court of competent jurisdiction ;

(14) If the Great Northern Company shall at any time hereafter be desirous for the purpose of forming branches or sidings of constructing bridges under or over the said railways the Company shall afford to the Great Northern Company all reasonable and proper facilities for the construction of such branches sidings bridges or other works according to plans to be agreed on between the respective engineers for the time being of the two companies or in case of difference to be determined by arbitration as hereafter provided ;

Arbitration.

(15) If any difference shall arise between the Company and the Great Northern Company or their respective engineers as to the true intent and meaning of this section or the mode of giving effect thereto the same shall be from time to time determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration ;

(16) In order to facilitate the transmission of traffic between all places upon or beyond the Great Northern Railway and places on the railways by this Act authorised the Company and any other railway company lawfully using or working their railways shall at all times hereafter afford to the Great Northern Company all proper reasonable and necessary facilities for the

convenient working forwarding and conveyance of such traffic including among other things through booking through tickets and invoices through rates and fares and so far as reasonably may be through carriages and waggons and shall perform and provide at the several stations upon the railways hereby authorised all proper and sufficient facilities and services for the reception forwarding transmission conveyance and delivery of such traffic and shall accommodate manage and forward the said traffic and give such facilities and services as effectually regularly and expeditiously as if it were their own proper traffic and the rates and charges for such traffic and the payment of tolls rates and charges and the arrangements to be made in respect of such traffic shall be agreed on between the two companies or failing agreement shall be determined by arbitration in manner provided by the Railway Companies Arbitration Act 1859. A.D. 1891.

78. In constructing and maintaining the railways authorised by this Act where the same will form a junction with or cross over or under or otherwise affect the railways navigation or works of the Great Northern and Great Eastern Joint Committee (in this section called "the joint committee") the Company shall unless otherwise agreed be subject to the following provisions and conditions for the protection of the joint committee in addition to the provisions contained in the Railways Clauses Act 1863 relating to junctions:—

For the protection of the Great Northern and Great Eastern Joint Committee.

- (1) The junction of Railway No. 16 by this Act authorised with the railway of the joint committee shall be effected at such point and in such manner and according to such mode of construction as shall be approved by the engineer of the joint committee;
- (2) The joint committee may at any time or times hereafter alter or remove the said junction of Railway No. 16 and works in connexion therewith with the railway of the joint committee and substitute therefor a new junction and works at the costs and expenses in all respects of the Company;
- (3) Railway No. 17 shall be carried over the railway and sidings of the joint committee numbered 33 on the deposited plans in the parish of Skellingthorpe in the parts of Kesteven in the county of Lincoln by means of a wrought-iron girder bridge of three spans one of which shall be of the clear width of thirty-seven feet and the other two shall each be of the clear width of twenty-eight feet all spans being measured on the square with a clear headway of not less than fifteen feet throughout

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measured from the upper surface of the rails of the said railway of the joint committee ;

Railway No. 17 shall be carried over the Fossdyke Navigation of the joint committee numbered respectively on the deposited plans 37 in the parish of Skellingthorpe and 1 in the parish of Saint Mary-le-Wigford in the county of the city of Lincoln by means of a wrought-iron girder bridge of one clear span of not less than eighty feet measured on the square with a clear headway of not less than fifteen feet throughout measured from the level of the Haling Path ;

(4) Railway No. 18 shall be carried over the Fossdyke Navigation of the joint committee numbered respectively on the deposited plans 1 in the parish of Saint Mary-le-Wigford in the county of the city of Lincoln and 1 in the parish of Boutham in the parts of Kesteven and 1a in the parish of Saint Mary-le-Wigford and Holmes Common in the said county by means of a wrought-iron girder bridge with one clear span of not less than seventy-five feet measured on the square with a clear headway of not less than seventeen feet throughout measured from the level of the Haling path ;

(5) All works both temporary and permanent crossing over or under or affecting the lands railway navigation or other property of the joint committee shall be constructed and maintained at the expense of the Company in all respects and under the superintendence and to the satisfaction of the engineer for the time being of the joint committee and according to plans elevations sections and specifications to be previously submitted to such engineer and approved by him in writing Provided that if the said engineer shall not have expressed his approval or disapproval of the said plans elevations sections and specifications within twenty-eight days after the same shall have been submitted to him he shall be deemed to have approved thereof ;

(6) The railways and other works by this Act authorised where they cross over or under or in anywise affect the railway navigation works or lands of the joint committee shall after the commencement thereof be proceeded with with all practicable despatch and if in the opinion of the engineer of the joint committee the Company shall not be proceeding in the construction and execution of the said railways and other works or any of them with such despatch as aforesaid it shall be lawful for the joint committee without let or hindrance from the Company their contractors or servants to enter upon the

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land and property required or occupied by the Company and to do all acts and things and to take possession of and to use all materials or plant necessary for the execution and completion of the said railways and works or so much thereof as the engineer of the joint committee may consider desirable or expedient for the safety of their railway navigation property and works or for preventing or removing any obstruction or interference with the safe and convenient user or occupation thereof in as free and commodious a manner as they might have used or occupied the same if the said railways and works had not been commenced or constructed and the Company shall on demand repay to the joint committee all payments costs damages and expenses which they may incur become liable for or be put to in or about the matter aforesaid ;

(7) The Company shall at all times maintain the junction and bridges and other works over under or in any way affecting the railway navigation or works of the joint committee in substantial repair and good order and condition under the superintendence and to the satisfaction in all respects of the engineer for the time being of the joint committee and if and whenever the Company fail so to do the joint committee may make and do in and upon as well the lands of the Company as their own lands all such repairs and works as they may reasonably think requisite and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them on demand by the Company and in default of repayment may be recovered with full costs by the joint committee from the Company in any court of competent jurisdiction ;

(8) During the construction of the railways and works by this Act authorised or of any subsequent works for the maintenance repair or renewal thereof under over adjoining near to or affecting the railway navigation or works of the joint committee the Company shall bear and on demand pay to the joint committee the expense of the employment by them of a sufficient number of inspectors signalmen and watchmen to be appointed by the joint committee for watching their railway navigation or works with reference to and during the execution of the intended works or of any subsequent works for the maintenance repair or renewal thereof and for preventing as far as may be all interference obstruction danger or accident which may arise from any of the operations of the Company or

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from the acts or defaults of their contractors or of any of their servants agents or workmen or otherwise ;

- (9) The Company or their contractors agents servants or workmen shall not in constructing the railways and works authorised by this Act or in maintaining repairing or renewing the same under or over the railway or navigation of the joint committee obstruct impede or interfere with the free and uninterrupted and safe user of the railway navigation or other works of the joint committee or any traffic thereon and if any such obstruction or interference shall be caused or the railway or navigation of the joint committee shall be injured or damaged or the traffic thereon impeded the Company shall compensate the joint committee for all costs damages and expenses to which they may be put thereby and shall also pay by way of liquidated damages to the joint committee one hundred pounds for every hour during which such traffic shall be impeded upon the railway or navigation of the joint committee ;
- (10) The Company shall also indemnify the joint committee for any damage or compensation which may be recovered against them by reason of the interruption of the traffic on the railway or navigation of the joint committee or by reason of any accident thereon which interruption or accident shall have been occasioned by the acts or defaults of the Company or any of their contractors or their respective agents servants or workmen ;
- (11) Except as herein provided for the purposes of crossing over or under the railway or navigation of the joint committee the Company shall not take or acquire any rights over under or upon any land of the joint committee and save as aforesaid nothing in this Act contained shall extend or authorise or enable the Company to take or enter upon or use either temporarily or permanently any of the lands of the joint committee or to alter vary or interfere with the railway or navigation of the joint committee or with any of the works thereof further or otherwise than is necessary for the construction of the railways authorised by this Act without the consent in writing in every instance for that purpose had and obtained of the joint committee under their common seal and with respect to any lands of the joint committee which the Company are authorised to use enter upon or interfere with the Company shall not purchase and take the same but the Company may purchase and take and the joint committee shall

sell or grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same; A.D. 1891.

(12) The price or compensation to be paid for the acquisition of such easement shall in case of dispute be settled in the manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement;

(13) Any difference not otherwise in this section provided for which may arise between the Company and the joint committee under this enactment or with reference thereto shall be from time to time referred to and determined by an engineer to be agreed upon or failing agreement by an engineer to be appointed on the application of either party by the president for the time being of the Institution of Civil Engineers.

79. The Company shall not convey or authorise or permit to be conveyed any brine in any pipe trough sough or like channel or work in upon or under any part of the railway or lands of the Company and if the Company commit any breach of this section they shall for each offence be subject to a penalty of one hundred pounds for every day or part of a day during which such offence shall continue and such penalty may be recovered by any person thereby aggrieved or prejudicially affected in any court of competent jurisdiction.

Provision
against con-
veyance of
brine in
pipes &c.

80. The Company shall not under the powers of this Act construct on the shore of the sea or of any creek bay arm of the sea or navigable river communicating therewith where and so far up the same as the tide flows and reflows any work without the previous consent of the Board of Trade to be signified in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve of such approval being signified as last aforesaid and where any such work may have been constructed the Company shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consents or approvals. If any such work be commenced or completed contrary to the provisions of this Act the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the cost and charge of the Company and the amount of such costs and charges shall be a debt due from the Company to the Crown and shall be recoverable accordingly with costs.

Works below
high-water
mark not to
be com-
menced
without con-
sent of Board
of Trade.

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Restrictions
on displacing
persons of
labouring
class.

81.—(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 occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company—

(A) 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) 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 provisions of any scheme under this section or any conditions subject to which the Local Government Board may have approved of any scheme 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 High Court.

(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 and shall be carried to and form part of the Consolidated Fund of the United Kingdom. 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 176 and 297 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 such 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 157 of the Public Health Act 1875 as provides that the provisions of that section and of sections 155 and 156 of the same Act shall not apply to buildings belonging to

A.D. 1891. 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 which they may deem necessary in relation to any scheme under this section and may appoint or employ inspectors for the purposes of any such inquiry and the inspectors so appointed or employed shall for the purposes of any such inquiry have all such powers as the inspectors of the Local Government Board have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

(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) Any houses on any of the lands shown on the deposited plans occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired by or on behalf of the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition. Provided that if the Local Government Board is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the Local Government Board they might have been sufficient to accommodate.

(12) For the purposes of this section the expression "labouring class" includes mechanics artisans 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.

Deposit
money not to
be repaid

82. 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 two hundred and twenty thousand one hundred and eighty-three pounds Two and three-quarters per centum Consolidated Stock being five per centum upon the amount of the estimate in respect of the railway has been transferred into the name of the Paymaster-General for and on behalf of the Supreme Court 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 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 person 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 railway open the same for the public conveyance of passengers and if the Company shall make default in so opening the railway or any part thereof the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and shall be applied in the manner provided by the next following section of this Act Provided that if within such period as aforesaid the Company open any portion of the railway 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 railway 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 railway so opened bears to the entire length of the railway the High Court shall on the application of the depositors 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 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.

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except so far
as railway
opened.

83. If the Company do not previously to the expiration of the period limited for the completion of the railway complete the same and open it 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 railway or any

Application
of deposit.

A.D. 1891. — portion thereof or who 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 High Court 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 if a receiver has been appointed or the Company is insolvent and has been ordered to be wound up or the undertaking has been abandoned be paid or transferred to such receiver or to the liquidator or liquidators of the Company or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the depositors Provided that until the deposit fund has been retransferred or 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.

84. If the railway is 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 railway or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Tolls.

85. The Company may demand and take in respect of the use of the railway any tolls not exceeding the following (that is to say) :—

For passengers and animals.

In respect of passengers and animals conveyed on the railway—
 For every person conveyed in or upon any carriage the sum of twopence per mile and if conveyed in or upon any carriage belonging to the Company an additional sum of one penny per mile ;
 For every horse mule or other beast of draught or burden threepence per mile and if conveyed in or upon any carriage belonging to the Company an additional sum of one penny per mile ;
 For every ox cow bull or head of neat cattle the sum of twopence per head per mile and if conveyed in carriages belonging to the Company an additional sum of one penny per mile ;

For every calf pig sheep lamb and other small animal one penny each per mile and if conveyed in carriages belonging to the Company an additional sum of one halfpenny per mile: A.D. 1891.
—

In respect of goods conveyed on the railway— For goods.

For all coal slack coke culm charcoal cannel limestone chalk lime salt sand fire-clay cinders ashes dung compost and all sorts of manure and all undressed materials for the repair of public roads or highways per ton per mile not exceeding one penny and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one penny;

For all ironstone iron ore pig iron bar iron rod iron sheet iron hoop iron plates of iron slabs billets and rolled iron bricks slag and stone stones for building pitching and paving tiles slates and clay (except fire-clay) and for wrought iron not otherwise specifically classed herein and for heavy iron castings including railway chairs per ton per mile not exceeding twopence and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one halfpenny;

For all sugar grain corn flour hides dyewoods Manchester packs earthenware timber staves' deals and metals (except iron) nails anvils vices and chains iron hurdles and for light iron castings per ton per mile not exceeding twopence and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one penny;

For cotton and other wools drugs rags and manufactured goods and all other wares merchandise fish articles matters or things per ton per mile not exceeding threepence and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one penny:

In respect of carriages conveyed on the railway—

For carriages.

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 not exceeding sixpence per mile and one penny halfpenny per mile for every additional quarter of a ton which any such carriage may weigh.

86. The tolls which the Company may demand for the use of engines for propelling carriages on the railway shall not exceed one penny per mile for each passenger or animal or for each ton of goods in addition to the several other tolls or sums by this Act authorised to be taken. Tolls for propelling power.

A.D. 1891.

Regulations
as to tolls.

87. The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act (that is to say):—

Short
distances.

For all passengers animals or goods conveyed on the railway for a less distance than three miles the Company may demand tolls and charges 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 and charges on animals and goods 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 and in respect of passengers every fraction of a mile beyond an integral number of miles shall be deemed 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 single
articles of
great weight.

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

For any Parcel (except otherwise here- in provided).	Not exceeding 7 lbs. in weight.	Exceeding 7 lbs. and not exceeding 14 lbs. in weight.	Exceeding 14 lbs. and not exceeding 28 lbs. in weight.	Exceeding 28 lbs. and not exceeding 56 lbs. in weight.	Exceeding 56 lbs. in weight.
	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>
For any distance not exceeding 50 miles -	0 3	0 5	0 7	0 9	1 0
For any distance ex- ceeding 50 miles and not exceeding 100 miles - -	0 5	0 7	0 9	1 0	1 6
For any distance ex- ceeding 100 miles -	0 7	0 9	1 0	1 9	2 0

Provided that for the carriage of light frail and very bulky parcels in proportion to their weight the Company may lawfully demand and take any extra charge over and in addition to the above charges not exceeding fifty per cent. thereof : A.D. 1891.

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 shall apply only to single articles in separate packages :

For the carriage of single articles of great weight on the railways :—

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 and take 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.

89. 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 for carriages and locomotive power and every other expense incidental to such conveyance shall not exceed the following (that is to say) :— Maximum rates for passengers.

For every passenger conveyed in a first-class carriage the sum of threepence per mile ;

For every passenger conveyed in a second-class carriage the sum of twopence per mile ;

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

90. The maximum rate of charge to be made by the Company for the conveyance of animals and goods (except such small parcels and single articles of great weight as aforesaid) on the railways including the tolls for the use of the railways and for waggons or trucks and locomotive power and for every other expense incidental to the conveyance (except a reasonable charge for loading and unloading goods at any terminal station in respect of such goods and for delivery and collection and any other service incidental to the business or duty of a carrier where any such service is performed by the Company) shall not exceed the following sums (that is to say) :— Maximum rates for animals and goods.

For every horse mule or other beast of draught or burden fourpence per mile ;

For cattle threepence per head per mile ;

A.D. 1891.

For calves pigs sheep and small animals three farthings per head per mile ;

For all coal coke and other articles herein-before classed therewith one penny halfpenny per ton per mile ;

For all iron and other articles herein-before classed therewith twopence halfpenny per ton per mile ;

For all sugar grain and other articles herein-before classed therewith threepence halfpenny per ton per mile ;

For all cotton and other articles herein-before classed therewith fourpence per ton per mile ;

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.

Tolls for separate waggons.

91. Provided 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.

Passengers' luggage.

92. Every passenger travelling upon the railway may take with him his ordinary luggage not exceeding one hundred and twenty pounds in weight for first-class passengers one hundred pounds in weight for second-class passengers and sixty pounds in weight for third-class passengers without any charge being made for the carriage thereof.

Defining terminal station.

93. No station shall be considered a terminal station in regard to any goods conveyed on the railway 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 special trains.

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

Company may take increased charges by agreement.

95. 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 on the railways 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. A.D. 1891.

96. The Company on the one hand and the Great Eastern Railway Company the Louth and East Coast Railway Company and the Sutton and Willoughby Railway Company or any one or more of those companies on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Railway and Canal Traffic Acts 1873 and 1888 from time to time enter into and carry into effect contracts and agreements with respect to the following purposes or any of them (that is to say):—

Agreements
with other
companies.

The management use working and maintenance by any or either of the contracting companies of the railway and works of the Company or any part or parts thereof respectively ;

The supply during the continuance and for the purposes of any agreement for the working or use of the railway by the contracting companies or any of them of any rolling or working stock and of officers and servants necessary for the conduct of the traffic on such railway ;

The interchange transmission accommodation forwarding and delivery of the traffic coming from or destined for the respective undertakings of the contracting companies ;

The fixing collection and division between the contracting companies of the receipts arising from such traffic ;

The payments to be made or allowed and the conditions to be performed with respect to any of the matters to which the respective contract or agreement relates.

97. The Company on the one hand and the North Sea Fisheries (East Lincolnshire) Harbour and Dock Company (herein-after referred to as "the dock company") on the other hand may from time to time enter into and carry into effect contracts and agreements for or with respect to the following purposes or any of them (that is to say):—

Agreement
with North
Sea Fisheries
(East Lin-
colnshire)
Harbour and
Dock Com-
pany.

(A) The construction of a junction or junctions between the Company's railway and the railways and sidings of the dock company ;

(B) The points at which the mode in which and the terms and conditions upon which any such junction or junctions of the Company's railway with the railways or sidings of the dock company shall be made ;

(C) The transferring or leasing to the Company of any land quay space wharfage or other accommodation at or near the harbour dock and works of the dock company ;

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(D) And the providing of railway standing room sidings tips staiths hydraulic machinery and other accommodation and conveniences.

Company may contribute towards construction and equipment of dock and works.

98. The Company may subscribe and contribute funds not exceeding one hundred thousand pounds out of their capital by this Act authorised towards the construction and equipment of the dock and works authorised by the North Sea Fisheries (East Lincolnshire) Harbour and Dock Act 1884 on such terms and conditions as have been or may be agreed on between the Company and the dock company and the Company may in respect of such subscription and contribution take and hold shares in the capital of the dock company and shall be entitled in respect of such subscription and the corresponding shares in the dock company to be held by them to all the rights and privileges (except in regard to voting at general meetings which shall be as hereinafter provided) and be subject to all the obligations and liabilities of proprietors of shares in the dock company and the Company shall also be entitled to nominate and appoint from time to time two of the directors of the Company to represent them on the board of the dock company and no qualification shall be necessary for such directors other than being directors of and nominated by the Company.

Sum subscribed by Company to be deemed to be an addition to dock company's share capital.

99. Any sum subscribed by the Company as aforesaid shall be and be deemed to be an increase of or addition to the share capital of the dock company authorised by the said Act of 1884 as if authorised by that Act and the shares to be issued by the dock company to the Company in respect of such subscription shall be added to and be of the same class and nominal amount as the shares authorised by the said Act. Provided always that the Company shall not sell dispose of or transfer any shares in the dock company for which they may subscribe.

Votes of Company at general meetings of dock company.

100. The Company whilst shareholders of the dock company may by writing under their common seal from time to time appoint some person to attend any meeting of the dock company and such person shall have all the privileges and powers attaching to a shareholder of the dock company at such meetings and may vote thereat in respect of the shares held by the Company in the capital of the dock company.

Power to run over and use other railways.

101. The Company and any company or persons for the time being lawfully working or using the railways of the Company or any part thereof either by agreement or otherwise may run over work and use with their engines carriages waggons and officers

and servants for the purposes of traffic of every description the railways portions of railway and stations next herein-after mentioned or some part or parts thereof respectively (that is to say) :—

A.D. 1891.

- (A) The Great Northern Railway from the junction therewith of the Newark and Ollerton Railway and Newark Station including that station ;
- (B) The Great Northern Railway between the junction therewith of Railway No. 15 by this Act authorised and Tuxford Station including that station ;
- (C) The railway of the Great Northern and Great Eastern Joint Committee between the junction therewith of Railway No. 16 by this Act authorised near Pye Wype Junction and Greetwell Junction and also the Washingborough Branch of the Great Northern Railway from the said Greetwell Junction to Washingborough Junction ;
- (D) The Great Northern Railway between the said Pye Wype Junction and the junction of Railway No. 22 by this Act authorised with the Great Northern Railway near Five Mile House Station together with the use of the Lincoln and Washingborough Stations subject as regards the use of any level crossings referred to in the provisions herein-before contained for the protection of the Lincoln Corporation to the conditions contained in those provisions ;
- (E) The North Sea Fisheries (East Lincolnshire) Harbour and Dock Lines of railway sidings and shipping places at the harbour and dock ;
- (F) The Louth and East Coast Railway between Mablethorpe and Louth Station including those stations ;
- (G) The Sutton-on-Sea and Willoughby Railway and the Sutton-on-Sea (Mablethorpe Extension) Railway ;

Together with the use of all other stations sidings platforms points signals junctions roads water watering places and water engines engine sheds standing room for engines and carriages booking and other offices warehouses staiths tips hydraulic and other machinery works and conveniences connected with the afore-said railways or portions of railway stations docks and shipping places respectively.

102. The terms and conditions on which the Company and such other companies and persons as aforesaid shall be entitled to run over and use the said railways and portions of railways stations and works respectively and the works and conveniences connected therewith shall be such terms and conditions as may from time to

Terms and conditions for such user.

A.D. 1891. time be agreed on between the companies interested or as failing agreement between them are from time to time determined by the Railway and Canal Commission in accordance with the Railway and Canal Traffic Acts 1873 and 1888 :

Provided always that during the existence of the present or any future working agreement between the Great Northern Railway Company and the Louth and East Coast Railway Company the terms and conditions on which the Company and such other companies and persons as aforesaid shall be entitled to use the railway stations and works of the Louth and East Coast Railway Company and the works and conveniences connected therewith may at the option of the Louth and East Coast Railway Company be an annual rent of such amount as having regard to the capital expenditure on such railway stations works and conveniences and to the extent of the intended user thereof by the Company or such other Company and persons as aforesaid shall be agreed on or determined in manner herein-before provided.

Tolls on railways and portions of railway run over.

103. The Company and such other companies as aforesaid may from time to time demand and take for all passengers animals minerals and goods conveyed by them on the said railways and portions of railway and for the use of the stations and works respectively and for carriages waggons and trucks and for locomotive engines or other power and for all services performed by them and for all other matters with respect to traffic thereon a like amount of tolls fares rates or other charges as by the several Acts relating to the said railways and portions of railway stations and works respectively are authorised to be demanded and taken for like traffic services and matters respectively and in like manner and with and subject to like powers and provisions and where applicable like limitation of maximum charges in all respects.

Byelaws to be observed.

104. The Company and such other companies as aforesaid in running over or using the said railways and portions of railway stations and works respectively in accordance with the provisions herein-before mentioned shall at all times observe the regulations and byelaws for the time being in force on the railways and portions of railway stations and works so run over and used so far as such byelaws shall be applicable to them.

Tolls on traffic conveyed partly on railway of Company and partly on other railways.

105. Where under the provisions of this Act or of any agreement in pursuance of this Act traffic is conveyed partly on the railway of the Company and partly on the railway of any other company the railway of the Company and the railway of such other company 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 railway of the Company and partly on any other railway 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 or fraction of a 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 railway of the Company and partly on the railway of any other company. A.D. 1891.

106. From and after the passing of this Act all the powers rights privileges and authorities now vested in or belonging to or conferred upon the Newark and Ollerton Railway Company (herein-after called "the Newark Company") by the Newark and Ollerton Railway Act 1887 (herein-after called "the Act of 1887") or otherwise for the construction and maintenance of so much of the Newark and Ollerton Railway authorised by the Act of 1887 as is shown upon the deposited plans referred to in that Act to extend from the commencement of the said railway by a junction with the Great Northern Railway to a point nine miles seven furlongs and four chains from such commencement where the Railway (No. 13) described in and authorised by this Act will join the same and all lands and easements if any acquired by the Newark Company for the purposes of their undertaking shall be by this Act transferred to and vested in the Company and the Company shall take over perform and satisfy all duties contracts and liabilities of the Newark Company in reference to the said portion of railway and works so that the Company may be enabled to act in the construction of the same and in the purchase of lands buildings and property for the purposes thereof the levying and recovery of tolls rates and charges and in all other respects as fully and effectually as if the powers contained in the Act of 1887 had been conferred on the Company Provided that the powers of raising share capital and of borrowing conferred on the Newark Company by the Act of 1887 shall cease to be exerciseable.

Transfer to
Company of
portion of
Newark and
Ollerton
Railway.

107. The Company shall recoup to the Newark Company all expenditure incurred by them in obtaining the Act of 1887 or in the acquisition of land for the purposes of the railway thereby authorised or otherwise in the execution of the powers of that Act including the repayment of so much of the deposit fund transferred to the Paymaster-General for and on behalf of the

Company to
repay
Newark
Company's
expenditure.

A.D. 1891. Supreme Court in respect of the application to Parliament for the Act of 1887 as is not released and repaid under the provisions of this Act.

Any difference between the Company and the Newark Company in regard to such expenditure shall be settled by an arbitrator to be agreed upon by them or in default of agreement nominated by the Board of Trade on the application of both companies or either of them.

Renewing and extending time for purchase of land for Newark and Ollerton Railway.

108. Notwithstanding the expiration of the period limited by the Act of 1887 for the exercise by the Newark Company of the powers for the compulsory purchase and taking of lands for the purposes of the railway by that Act authorised such powers except as regards the portion of railway by this Act directed to be abandoned are by this Act revived and extended and may be exercised by the Company for and during a period of two years from and after the passing of this Act.

Extending time for completing Newark and Ollerton Railway.

109. The time limited by the Act of 1887 for the completion of the Newark and Ollerton Railway is except as aforesaid hereby extended for a period of two years from the fifth day of July one thousand eight hundred and ninety-two and sections 34 and 35 of the Act of 1887 shall be read and construed as if the extended period granted by this Act for the completion of the railway (other than the portion thereof to be abandoned) had been the period limited for the same purpose in the Act of 1887.

If Newark and Ollerton Railway not completed within extended time powers to cease.

110. If so much of the Newark and Ollerton Railway authorised by the Act of 1887 as is not abandoned by this Act shall not be completed within the extended period granted by this Act then on the expiration of such period the powers granted to the Newark Company by the Act of 1887 and to the Company by this Act for making and completing the said portion of railway or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

Abandonment of remainder of Newark and Ollerton Railway.

111. So much of the Newark and Ollerton Railway authorised by the Act of 1887 as was intended to be situated between the termination of that railway described in the said Act and the termination of the Railway No. 13 described in and authorised by this Act is hereby abandoned.

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

112. The abandonment under the authority of this Act of any portion of any railway or work 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 Newark Company on such land for the purpose of surveying and taking levels or

probing or boring to ascertain the nature of the soil or setting out of the line of the railway and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the said 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 Act of 1887.

A.D. 1891.
 railway
 abandoned.

113. Where before the passing of this Act any contract has been entered into or notice given for the purchasing of any land for the purposes of or in relation to any portion of any railway or works authorised to be abandoned by this Act the Newark Company and 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 them or either of them 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.

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

114. Subject to the provisions of section 35 of the Act of 1887 relating to compensation to landowners and other persons injured and for protection of creditors the High Court may and shall at any time after the passing of this Act on application by the depositors referred to in section 34 of the Act of 1887 order that a sum of two hundred and twenty-five pounds ten shillings Two and three-quarters per centum Consolidated Stock (being the proportion of the deposit fund referred to in section 34 of the Act of 1887 applicable to the portion of railway abandoned by this Act) and the interest or dividends thereon be transferred and paid to the depositors or as they may direct and upon such order being made the said sum and the interest or dividends thereon shall be transferred and paid accordingly.

Release of portion of deposit under Act of 1887.

115. Forthwith after the passing of this Act the Newark Company shall proceed to wind up their affairs and shall pay satisfy and discharge all their debts liabilities and engagements.

Newark Company to wind up their affairs.

116. When all the debts liabilities and engagements of the Newark Company are paid satisfied or discharged and the affairs

Dissolution of Newark Company.

A.D. 1891. of that Company are wound up the Newark Company shall be by this Act dissolved and shall thenceforth wholly cease to exist and for the purposes of section 35 of the Act of 1887 the Newark Company shall be deemed to have been ordered to be wound up.

Confirma-
tion of agree-
ment with
the Great
Eastern Rail-
way Com-
pany.

117. The agreement set forth in the Second Schedule to this Act dated the twenty-fourth day of April one thousand eight hundred and ninety-one between the Great Eastern Railway Company of the one part and William Arkwright and William Bromley Davenport on behalf of the Company of the other part is hereby confirmed and made binding upon the Great Eastern Railway Company and the Company respectively.

Application
of provisions
of Railway
and Canal
Traffic Act
1888 as to
revision of
rates.

118. Section 24 of the Railway and Canal Traffic Act 1888 and any enactment which may be passed in the present or any future session of Parliament extending or modifying that enactment shall with any necessary modifications apply to the Company in all respects as if it were one of the companies to which the provisions of the said enactment in terms applied. Provided that the time within which the revised schedule of maximum rates and charges prescribed by the said section shall be submitted to the Board of Trade shall be three years from the date of the passing of this Act or such further time as the Board of Trade may permit.

Saving rights
of the Com-
missioners of
Sewers for
the county of
Lincoln.

119. Except as herein expressly provided nothing in this Act contained shall be deemed or construed to extend to prejudice diminish alter abridge or take away any of the jurisdictions rights powers or authorities vested in the Commissioners of Sewers for the county of Lincoln having jurisdiction or control over the marshes levels and lands through which the railways may pass and except as aforesaid all the jurisdictions rights powers and authorities vested in them shall be as good valid and effectual to all intents and purposes as if this Act had not been passed.

Saving for
Postmaster-
General.

120. Nothing in any agreement made under the authority of this Act shall affect the rights of Her Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the making of any such agreement be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Company or any part thereof is worked by the Great Eastern Railway

Company as freely and fully in all respects as he was entitled to do before the making of any such agreement. A.D. 1891.

121. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any right in respect thereof belonging to the Queen's most Excellent Majesty in right of Her Crown and under the management of the Board of Trade without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty Her heirs or successors. Saving rights of the Crown in the fore-shore.

122. Nothing contained in this Act or to be done under the authority thereof shall in any manner affect the title to any of the subjects or any rights powers or authorities mentioned in or reserved by sections 21 and 22 of the Crown Lands Act 1866 and belonging to or exerciseable on behalf of Her Majesty Her heirs or successors. Saving rights of Crown under Crown Lands Act.

123. Notwithstanding anything in this Act or in any Act or Acts incorporated therewith contained it shall be lawful for the Company out of any money 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 railway or such less period as the directors may determine but subject always to the conditions herein-after stated (that is to say) :— Power to pay interest out of capital during construction.

- (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 to be so paid for interest shall not exceed four hundred thousand pounds and the amount so paid shall not be deemed share capital in respect of which the borrowing powers of the Company may be exercised but such

A.D. 1891.

borrowing powers shall be reduced to the extent of one-third of the amount paid for interest as aforesaid ;

(D) Notice that the Company has power so 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 or any other 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 my shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

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

Provision as to general Railway Acts.

125. Nothing in this Act contained shall exempt any Company mentioned in this Act 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 the respective companies.

Costs of Act.

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

The FIRST SCHEDULE referred to in the foregoing A.D. 1891.
 Act.

LANDS HOUSES BUILDINGS OR MANUFACTORIES OF WHICH PORTIONS ONLY
 MAY BE REQUIRED.

Railway.	Parish.	No. on deposited Plans.
No. 3	Nether Knutsford - - -	30a
3	Over Knutsford - - -	25
4	Heaton Norris - - -	3 4 5 6
7	Macclesfield - - -	12
7	Sutton - - -	21
7	Newbold-cum-Dunston - -	98
8	Newbold-cum-Dunston - -	146 147
9	Hasland - - -	126 127
12	Barlborough - - -	81
14	Tuxford - - -	48
18	St. Mary-le-Wigford and Holmes Common - - -	9
18	Boultham - - -	16 17
19	St. Martin - - -	35 37 39 44
19	St. Michael-on-the-Mount - -	2 11 30a 44a 47 49 52 53
19	St. Margaret and St. Peter in Eastgate - - -	3 7
19	St. Swithin - - -	2 2a 13
19	Monks Liberty (extra parochial) -	1

A.D. 1891. The SECOND SCHEDULE referred to in the foregoing
Act.

AN AGREEMENT made the twenty-fourth day of April one thousand eight hundred and ninety-one between the Great Eastern Railway Company (herein-after called "the Company") of the one part and William Arkwright of Sutton Scarsdale Derbyshire Esquire and William Bromley Davenport of Capesthorpe Cheshire M.P. on behalf of themselves and all others the promoters of an intended company to be called the Lancashire Derbyshire and East Coast Railway Company (and herein-after called "the owning company") of the other part.

Whereas the parties hereto of the second part are with others promoting a Bill in the present session of Parliament to obtain powers to incorporate the owning company and to construct certain railways about one hundred and sixty-one miles in length commencing at or near Warrington and terminating near Sutton-on-Sea including sundry branches to certain towns and collieries as described in the said Bill :

And whereas the promoters by their Bill seek running powers over the railway of the Great Northern and Great Eastern Joint Committee from near Pye Wype Junction to Greetwell Junction :

And whereas the Company through the said joint committee are opposing the said Bill in Parliament but the terms of arrangement following have been mutually agreed between the parties hereto :

Now it is hereby agreed between the Company on the one hand and the owning company on the other hand as follows :—

1. The opposition of the Company to the said Bill so far as they are concerned shall be withdrawn upon this agreement being scheduled to and confirmed by the said Bill.

2. The Company will so far as they have the power grant to the owning company running powers over the Great Northern and Great Eastern Joint Railway from at or near Pye Wype Junction to Greetwell Junction on terms to be agreed or failing agreement to be settled by an arbitrator.

3. From and after the opening for traffic the Company shall have the right to run over and use with their engines carriages trucks and waggons of every description and with their clerks officers and servants for traffic of all descriptions the railways numbered 8 9 10 11 12 14 and 16 respectively in the said Bill and also so much of the railway numbered 7 as extends from the junction thereof with the said Railway No. 8 to its termination at the commencement of the said Railway No. 9 or so much of the said railways as may be authorised to be constructed by the Act confirming the said Bill together with the use of all the stations wharves watering places booking offices warehouses landing places sidings works and other conveniences at any time belonging to or connected with the said railways so run over.

4. The Company shall have the right to fix their own fares rates and charges which subject to the usual terminal allowances (except as to coal) as provided by the regulations of the Railway Clearing House for the time being and subject to paid ons proportions payable or due to other companies and government duty being first deducted shall be divided by mileage Provided that the mileage proportion payable to the owning company for coal traffic shall not be less than for a distance of twelve miles.

5. The terminal on coal traffic shall be twopence per ton at each end except at London where it shall be sixpence per ton.

6. The owning company shall provide at their stations such agents clerks and other staff as may be necessary for the proper conduct of the traffic of the Company.

7. The Company may if they elect to do so appoint their own officers clerks porters and cartage staff for goods traffic at all or any of the stations on the railways of the owning company In the event of the Company so appointing their own officers clerks porters and cartage staff the owning company shall make to the Company the following allowances:—

On Carted Traffic.

For cartage	-	-	-	Two shillings per ton.
For clerkage	-	-	-	Fourpence per ton.
For labour	-	-	-	Sixpence per ton.

On Non-carted Traffic.

For clerkage	-	-	-	Fourpence per ton.
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8. In case the Company provide their own officers clerks porters and cartage staff as aforesaid the owning company shall provide for the exclusive use of the Company office and cartage accommodation at all or any of the stations on the railways of the owning company on such terms as shall be agreed or failing agreement as may be settled by an arbitrator.

9. The Company shall be at liberty to provide their own booking clerks and in such case the owning company shall provide for the Company at all or any of the stations on the railways of the owning company separate booking-office accommodation for the passenger and other coaching traffic of the Company upon such terms as may be agreed or failing agreement as may be settled by an arbitrator.

10. Water shall be provided by the owning company if required by the Company on terms to be agreed or failing agreement to be settled by an arbitrator The Company shall have the right to provide their own locomotive shed accommodation or at their option they may require the owning company to provide the same on terms to be agreed or failing agreement to be settled by an arbitrator.

11. The Company shall be allowed for haulage over the lines of the owning company thirty per cent. on passenger traffic and twenty-five per cent. on goods cattle and coal of the mileage proportion of the receipts due to the owning company after the deduction of terminals and other payments herein-before referred to.

A.D. 1891.

12. The Company shall not without the consent of the owning company carry the local traffic of the owning company.

13. Any dispute or difference which may from time to time arise out of this agreement and which is by this agreement in case of difference to be settled by an arbitrator shall be settled by arbitration in the manner provided by the Railway Companies Arbitration Act 1859 with respect to the settlement of disputes by arbitration.

14. It is hereby declared that this agreement is made subject to such alterations as Parliament may think fit to make therein.

In witness whereof the said William Arkwright and William Bromley Davenport have hereunto set their hands and seals and the Great Eastern Railway Company have caused their common seal to be hereunto affixed the day and year first above written.

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

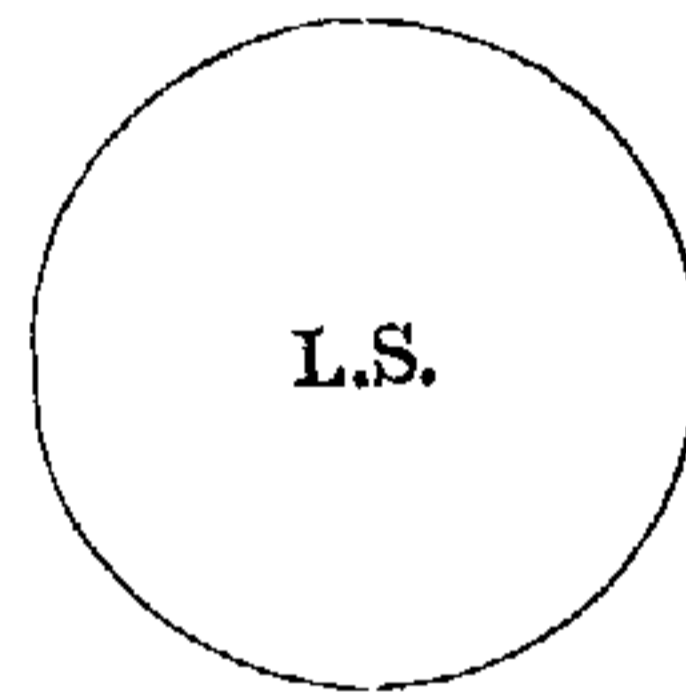
THOS. D. GENLLOUD,
 Secretary.



Signed sealed and delivered by the above-named William Arkwright in the presence of

DIXON HENRY DAVIES
 Solicitor
 Chesterfield.

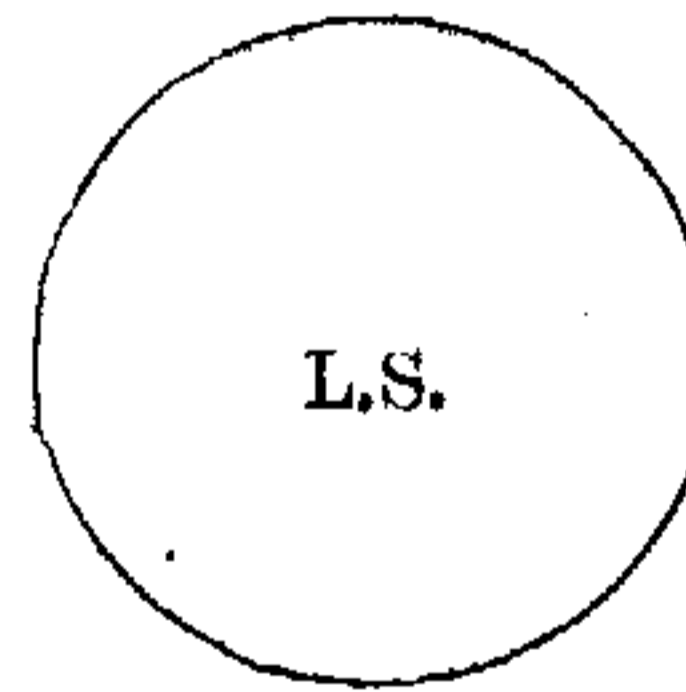
WILLIAM ARKWRIGHT.



Signed sealed and delivered by the above-named William Bromley Davenport in the presence of

WILLIAM F. MILLS
 Clerk to Messrs. Busby & Davies
 Solicitors
 Chesterfield.

W. BROMLEY DAVENPORT.



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