



CHAPTER xxxvi.

An Act to confer further powers upon the Great Northern Railway Company and to vest in that Company the undertakings of the Wainfleet and Firsby Railway Company and for other purposes. [30th May 1895.] A.D. 1895.

WHEREAS it is expedient that the Great Northern Railway Company (in this Act called "the Company") should be authorised—

To make and maintain the railways and works herein-after described ;

To widen and improve certain portions of their railway ;

To abolish certain level crossings of their railway and otherwise to deal with certain roads and footpaths connected with their undertaking ;

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

To raise capital for the purposes of this Act :

And whereas by an agreement made between the Manchester Sheffield and Lincolnshire Railway Company (herein-after called "the Sheffield Company") and the Company dated the thirtieth day of January one thousand eight hundred and ninety-two and scheduled to and confirmed by the Manchester Sheffield and Lincolnshire Railway (Extension to London &c.) Act 1893 running powers to Manchester were (among other running powers) granted to the Company by the Sheffield Company and by reason of such agreement the Company obtain access to Manchester and in order the better to avail themselves thereof it is expedient that the Company be authorised to construct a goods station at Manchester and to connect the same by a short line of railway with the Manchester Central Station Branch Railway of the Cheshire Lines Committee :

And whereas it is expedient that the powers of the Company for the compulsory purchase of lands for the purposes of the widening of their main line from Corby to Stoke and of their Luton and

A.D. 1895. Dunstable Branch Line described in and authorised by the Great Northern Railway Act 1891 which powers expired on the eleventh day of May one thousand eight hundred and ninety-four should be revived and extended :

And whereas it is expedient that the time prescribed for the sale of lands acquired by the Company and by the Company jointly with other companies under the powers of various Acts and not yet applied to the purposes of the undertakings in respect of which they were so acquired should be extended :

32 Vict.
cap. v.

And whereas the Wainfleet and Firsby Railway Company (in this Act called "the Wainfleet Company") were incorporated by the Wainfleet and Firsby Railway Act 1869 and were authorised to construct a railway from the East Lincolnshire Railway of the Company at Firsby to Wainfleet All Saints in the parts of Lindsey in the county of Lincoln and for those purposes to raise eighteen thousand pounds by shares and six thousand pounds by borrowing :

35 & 36 Vict.
cap. lxxxix.

And whereas by the Wainfleet and Firsby Railway (Extension to Skegness) Act 1872 the Wainfleet Company were authorised to extend their railway from Wainfleet All Saints to Skegness and for that purpose to raise additional capital of twenty-seven thousand pounds by shares and nine thousand pounds by borrowing :

And whereas the Wainfleet Company duly completed and opened their railways and the same are now worked and used by the Company :

And whereas it is expedient that the undertakings of the Wainfleet Company (in this Act called "the Wainfleet Undertakings") be transferred to and vested in the Company and that the agreement with reference thereto set forth in the Second Schedule to this Act be confirmed :

And whereas it is expedient that the other provisions herein-after contained should be made :

And whereas plans and sections showing the lines and levels of the railways and other works authorised by this Act and the lands to be taken for the purposes thereof and plans of the additional lands authorised to be taken under the powers of this Act and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of all such lands so far as those documents relate to lands in each county or division herein-after mentioned were duly deposited with the clerks of the peace for the West Riding of Yorkshire for the counties of Bedford Cambridge Hertford Huntingdon Lancaster London Northampton Nottingham and Rutland for the parts of Kesteven and the parts of Lindsey in Lincolnshire and for the Soke of Peterborough and the said documents are herein-after respectively referred to as the deposited plans sections and books of reference :

And whereas the objects of this Act cannot be attained without the authority of Parliament: A.D. 1895.

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

1. This Act may be cited as the Great Northern Railway Act Short title.
1895.

2. The following Acts and parts of Acts are excepting where the same are expressly varied by or are inconsistent with the provisions of this Act incorporated with and form part of this Act (namely):— Incorporation of general Acts.

The Lands Clauses Acts;

The Railways Clauses Consolidation Act 1845; and

Part I. (construction of a railway) Part II. (extension of time) and Part V. (amalgamation) of the Railways Clauses Act 1863.

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

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

The payment of subscriptions and the means of enforcing the payment of calls;

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

The consolidation of shares into stock;

The borrowing of money by the Company on mortgage or bond;

The conversion of borrowed money into capital;

The general meetings of the company and the exercise of the right of voting by the shareholders;

The making of dividends;

The giving of notices;

The provision to be made for affording access to the special Act by all parties interested;

and Parts I. II. and III. of the Companies Clauses Act 1863 (relating respectively to the cancellation and surrender of shares to additional capital and to debenture stock) shall be applicable to the capital and moneys hereby authorised to be raised by shares or stock or mortgage and to the proprietors thereof.

4. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partly incorporated herewith Interpretation.

A.D. 1895. have the same respective meanings unless there be something in the subject or context repugnant to such construction:—
“Parish clerks” and “clerks of the several parishes” in sections 7, 8 and 9 of the Railways Clauses Consolidation Act 1845 shall with reference to the Company and as regards the parish of Saint Mary Islington mean the vestry clerk of the parish of Saint Mary Islington:

In Part V. of the Railways Clauses Act 1863 for the purposes of this Act—

“The amalgamated company” means the Company and “the dissolved company” means the Wainfleet Company:

And for the purposes of this Act the expression “superior courts” or “court of competent jurisdiction” or any other like expression in this Act or any Act wholly or partly incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt and not a debt or demand created by statute.

Power to
make rail-
ways &c.

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 the new railways and the widening of portions of their existing railways (including in such widening the altering and improving of and the laying down of additional lines of rails upon the said portions) and works herein-after described with all proper stations sidings approaches works and conveniences connected therewith respectively and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes.

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

NEW RAILWAYS.

RAILWAY AT PETERBOROUGH.

A railway (No. 1) 4 furlongs 1.75 chains in length commencing in the parish of Fletton in Huntingdonshire by a junction with the main line of the Company at a point about 100 yards south of the bridge carrying the London Road over the said main line and terminating in the parish of Saint John the Baptist in the Soke of Peterborough in Northamptonshire by a junction with the sidings of the Company on the west side of their main line of railway at a point about 115 yards north of the viaduct carrying the said main line over the River Nene.

RAILWAY AT WERRINGTON JUNCTION.

A.D. 1895.

A railway (No. 2) 9·50 chains in length wholly in the parish of Werrington in the said Soke of Peterborough commencing by a junction with the goods and coal line of the Company near the Werrington Junction Signal Box and terminating by a junction with the Werrington Junction to Helpston Widening authorised by the Great Northern Railway Act 1891 and now in course of construction.

RAILWAY AT NOTTINGHAM.

A railway (No. 3) 6 furlongs 1 chain in length wholly in the town and county of the town of Nottingham in Nottinghamshire commencing in the parish of Sneinton by a junction with the Nottingham and Grantham Railway of the Company at a point on that railway west of the bridge carrying the said railway over Meadow Lane and terminating in the parish of Saint Mary by a junction with the railway (No. 1) authorised by the Manchester Sheffield and Lincolnshire Railway (Extension to London &c.) Act 1893 and now in course of construction.

RAILWAYS AT BASFORD.

A railway (No. 4) 4 furlongs 6·72 chains in length wholly in the parish of Basford in the said town and county of the town of Nottingham commencing by a junction with the Derbyshire and Staffordshire Railway of the Company and terminating by a junction with the said railway (No. 1) authorised by the Manchester Sheffield and Lincolnshire Railway (Extension to London &c.) Act 1893 at a point about 37 yards from the stream known as Day Brook ;

A railway (No. 5) 5 furlongs 4·11 chains in length wholly in the said parish of Basford commencing by a junction with the said Derbyshire and Staffordshire Railway of the Company and terminating by a junction with the said railway (No. 1) now in course of construction at a point about 37 yards from the said stream known as Day Brook.

RAILWAY AT MANCHESTER.

A railway (No. 6) 2 furlongs 7·15 chains in length wholly in the township and parish of Manchester in Lancashire commencing by a junction with the widened lines of the Manchester Central Station Branch Railway of the Cheshire

A.D. 1895.

Lines Committee and terminating at a point at or near the northern side of Back Lad Lane and about 52 yards west of the western side of Watson Street.

WIDENING AND IMPROVING OF EXISTING
RAILWAYS.

HITCHIN TO ARLESEY.

A widening and improving of the main line of the Company on both sides thereof commencing in the parish of Hitchin in Hertfordshire by a junction with the said main line at a point about 151 yards south-east of the Cambridge Junction Signal Box and terminating in the parish of Arlesey in Bedfordshire by a junction with the said main line at a point about 100 yards north of the level crossing of the said main line by the public road leading from Baldock to Shefford at the north end of Arlesey Station.

WIDENING FROM HELPSTON TO ESSENDINE.

A widening of the main line of the Company on both sides thereof commencing in the parish of Helpston in the said Soke of Peterborough in Northamptonshire by a junction with the said main line at a point near the level crossing of the railway by the public road leading from Glinton to Helpston and terminating in the parish of Essendine in Rutlandshire by a junction with the said main line at a point about 70 yards north-west of the Essendine South Signal Box.

WIDENING FROM LITTLE BYTHAM TO CORBY.

A widening of the main line of the Company on both sides thereof wholly in the parts of Kesteven in Lincolnshire commencing in the parish of Little Bytham by a junction with the said main line at a point near the northern end of the platform at Little Bytham Station and terminating in the parish of Corby by a junction with the said main line at a point north-west of the bridge carrying the said line over the public road leading from Corby to Colsterworth.

WIDENING FROM EAST MARKHAM TO GAMSTON.

A widening of the main line of the Company on both sides thereof wholly in Nottinghamshire commencing in the parish of East Markham by a junction with the said main line at a point

about 270 yards south-east of the Markham Signal Box and terminating in the parish of Gamston by a junction with the said main line at a point about 200 yards north of the Gamston Signal Box.

A.D. 1895.

6. The foregoing new railways and widenings of railways and the works connected therewith respectively executed under the authority of this Act shall for the purposes of tolls rates and charges and all other purposes whatsoever be part of the Great Northern Railway and be comprised in the undertaking of the Company.

Railways to form part of Great Northern Railway.

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

Period for completion of railways.

8. Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of the railway carry the same across and on the level of the public roads next herein-after mentioned (that is to say) :—

Power to cross certain roads on the level.

No. on deposited Plan.	Parish.
29 and 30 } 2 and 2A } 6.26.56. 29 13	Hitchin. Holwell. Helpston. Tallington. Greatford.

Provided that the Company shall construct and maintain a foot-bridge at each of the said level crossings.

9. 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.
150 } 1 } 7	Arlesey - } Henlow - } Little Wymondley - }	Public Road - Public Road -	1 in 30 1 in 15

A.D. 1895.

Height and span of bridges.

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

No. on deposited Plan.	Parish.	Description of Road.	Height.		Span.
			ft.	in.	
12	Fletton	Public Road	15	0	35
12	Little Wymondley	Public Road	15	6	30
15	Little Wymondley	Public Road	14	0	25

Power to stop up public highways.

11. If the Company are or if and when under the powers of this Act or of any other Act already passed they become the owners in possession of all the houses on both sides of the respective public highways referred to in the following table and shown on the deposited plans as intended to be stopped up (that is to say) :—

Railway.	Parish.	No. on deposited Plan.
No. 6-	Manchester	42
"	"	72
"	"	78
"	"	174
"	"	175
"	"	193
"	"	243
"	"	253
"	"	292
"	"	311
"	"	337
"	"	348
"	"	349
"	"	359
"	"	376
"	"	413
"	"	414
"	"	480

they may stop up and extinguish all rights of way over such respective highways.

Power to divert roads as shown on deposited plans.

12. The Company in connexion with the widening of their said main line from Hitchin to Arlesey may in the manner shown upon the deposited plans and sections divert the public highway numbered on those plans 53 in the said parish of Arlesey and the

public highway from Baldock to Shefford numbered on those plans 150 in the said parish of Arlesey and 1 in the parish of Henlow and when the Company shall have completed to the satisfaction of two justices and opened to the public those respective diversions they may stop up and abolish in the case of the said public highway No. 53 the level crossings of their said main line by the said public highway No. 53 and by Mill Lane and in the case of the said public highway from Baldock to Shefford the level crossing of their said main line by that public highway and the site and soil of those public highways between the fences of the said main line as so widened shall vest in the Company subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway.

A.D. 1895.

13. If the Company fail to complete the new railways by this Act authorised within the period limited by this Act the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the new railway in the completion of which default is made is completed and opened for the public conveyance of passengers in the case of Railways No. 1 No. 2 No. 3 No. 4 and No. 5 respectively and for the public conveyance of traffic in the case of Railway No. 6 or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of such new railway and the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster General for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening such railway by unforeseen accident or circumstances beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Penalty unless railways are opened within the time limited.

14. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the "London Gazette" shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise

Application of penalty.

A.D. 1895.

rendered less valuable by the commencement construction or abandonment of the new railways or any 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 for the purposes of such new railways and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit and if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railways or railway in respect of which the penalty shall have been incurred or any part thereof have or has been abandoned be paid to such receiver 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 to the Company.

For protection of the Great Eastern Railway Company.

15. The powers of this Act with respect to the purchase and acquisition of lands otherwise than by agreement for the purposes of the Railway No. 1 hereby authorised and with respect to the making and maintaining of that railway shall unless with the previous consent of the Great Eastern Railway Company (herein-after called "the Great Eastern Company") in writing under their common seal 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 Great Eastern 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 Railway No. 1 as the same is according to this Act to be constructed:

(2) With respect to any land of the Great Eastern 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 Great Eastern 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) Railway No. 1 shall be carried over the Great Eastern Company's Railway in the parish of Fletton by means of a wrought iron girder bridge of two spans of not less than fifty feet each measured on the square with a clear headway throughout of fourteen feet six inches :
- (4) Railway No. 1 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 Great Eastern 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 Great Eastern 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 If the said engineer of the Great Eastern Company fail to make such report within such period the Company may construct Railway No. 1 in accordance with the plans sections and specifications so submitted :
- (5) The Company shall take all reasonable 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 Great Eastern Company :
- (6) The Company shall bear and on demand pay to the Great Eastern 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 :
- (7) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any person in the employ of the Company or of their contractors any railway siding or other work of the Great Eastern Company shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their

A.D. 1895.

own expense or in the event of their failing so to do then the Great Eastern Company may make good the same and recover the reasonable 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 Great Eastern Company by reason of any of the matters or causes aforesaid the Company shall pay to the Great Eastern 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 :

(8) 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 Great Eastern 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 Great Eastern 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 and being in fact 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 Great Eastern Company from the Company in any court of competent jurisdiction :

(9) If the Great Eastern Company shall at any time hereafter be desirous for the purpose of forming branches or sidings under the Railway No. 1 by this Act authorised the Company shall afford to but at the cost of the Great Eastern Company all reasonable and proper facilities for the construction of such branches or sidings 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 :

(10) If any difference shall arise between the Company and the Great Eastern 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.

16. The London and North Western Railway Company may run over and use with their engines carriages waggons officers and

Running
powers to
London and

servants the railway at Peterborough being Railway No. 1 by this Act authorised the said running powers to be on the same terms and conditions as those which the London and North Western Railway Company are empowered to exercise over and upon the existing portion of the Company's Railway between Fletton Junction and Peterborough.

A.D. 1895.
North
Western
Railway
Company.

17. For the protection of the mayor aldermen and burgesses of the borough of Nottingham (in this section called "the corporation") the following provisions shall have effect (that is to say):—

For the pro-
tection of
the corpora-
tion of
Nottingham.

(1) In this section the expression "railway" means the railway and works which the Company are by this Act authorised to construct in the borough of Nottingham and the expression "street" has the same meaning as that assigned to it by the Public Health Act 1875:

(2) The Company shall carry the railway over the roads specified in the following table by flat girder bridges of one span having throughout the respective widths between the abutments and the headways above the surface of the said roads respectively specified in the said table in connexion with those respective roads viz. :—

Road.	Minimum width of Bridge.	Minimum headway of Bridge.
London Road	50 feet	16 feet
Leen Side	60 "	16 "
Popham Street	25 "	16 "
Malt Mill Lane	25 "	16 "
Narrow Marsh	30 "	16 "
Garner's Hill	10 "	10 "
Arnold Road	40 "	16 "

(3) The footway called Saint John's Churchyard shown on the deposited plans shall not be interfered with unless it is deviated or some other footway substituted therefor to the satisfaction of the corporation:

(4) At the junction of the old part of Garner's Hill with the diverted part of the same street the corner shall be rounded off to the satisfaction of the borough engineer:

(5) The Company shall provide to the satisfaction of the corporation adequate means of artificially lighting all the archways under the railway upon the portion of Garner's Hill covered by the railway and shall keep the same lighted at their own expense whenever the corporation shall reasonably deem it necessary:

A.D. 1895.

- (6) The level of Arnold Road and any other street in the borough crossed or interfered with by the railway shall not be raised or lowered beyond the extent shown on the deposited plans without the consent of the corporation and the Company shall not so far as the levels of such road and streets are concerned take advantage of the provisions of the Railways Clauses Acts with respect to vertical deviation from the levels shown on the deposited plans :
- (7) 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 town clerk of Nottingham 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 watercourses gas and water mains pipes and apparatus proposed to be interfered with :
- (8) The abutments and foundations of all bridges over any street shall be carried to such depth below the surface thereof as shall reasonably be required by the borough engineer so as to allow the corporation to lay down renew or repair any sewer water or gas main or pipe in such streets :
- (9) The parapets of the said bridges carrying the railway over or under streets shall be at least six feet in height from the level of the rails or the streets as the case may be throughout the entire crossing of the street :
- (10) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections eighteen to twenty-three 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" and "society" are used the same shall for the purposes of this section be held to extend to and include the corporation :
- (11) 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 corporation 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 the corporation at the expense of the Company with any existing sewer or drain which may be intercepted or interfered with

and in such manner as shall be reasonably approved by the corporation : A.D. 1895.

- (12) 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 (of the same size and description as those previously in use) shall previous to the severance or interference be laid down by the corporation at the expense of the Company :
- (13) If by reason of the execution of any of the powers of this Act the corporation shall necessarily incur any cost in altering any existing sewer drain gas or water main or apparatus the Company shall repay to the corporation such additional cost :
- (14) In case it shall be necessary to construct the railway over any sewer drain gas or water main of the corporation provision shall be made to the satisfaction of the corporation for protecting such sewer drain gas or water main from injury and for affording easy access thereto for the purpose of examination alteration renewal or repair :
- (15) The flags paving-stones and other materials in any road or street in the borough which shall be stopped up or diverted or interfered with by the Company in the execution of the works by this Act authorised shall remain and be the property of the corporation and may be used as far as the borough engineer may consider practicable without payment in the construction of any new street or diversion in this section mentioned :
- (16) All new roads required to be made by the Company under this Act shall be made to the reasonable satisfaction of the borough engineer and such roads shall when made be maintained and kept in repair by the Company for a period of twelve months :
- (17) 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 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 :
- (18) The Company shall not permit within the borough any of their bridges or works or any of their walls parapets or screens on the street side to be used for the posting of bills or other advertising purposes except such as relate to the business of the Company :

A.D. 1895.

(19) The Company shall convey to the corporation free of cost the plot of land adjoining the Eastcroft Gasworks of the corporation at the north-west corner thereof (which plot of land is coloured red on a plan signed in duplicate by Richard Johnson on behalf of the Company and by Sir Samuel George Johnson on behalf of the corporation) for the erection thereon of offices for the said gasworks and of a new house for the superintendent thereof and the Company shall pay to the corporation the sum of £900 by way of compensation for the cost of building such house and offices and for so much of the land at the entrance gateway to the said gasworks as is shown on the deposited plans to be taken or interfered with by the Company and in satisfaction of any claim the corporation may have against the Company for injury to the said gasworks by the construction of the railway :

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

(21) Any difference which may arise between the corporation and the Company as to the true intent and meaning of any of the provisions of this section or as to the mode of giving effect thereto shall be settled by an engineer to be appointed (unless otherwise agreed upon) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers and the costs of the reference shall be borne as such arbitrator shall direct.

For the protection of the trustees of St. John's Schools Nottingham.

18. For the protection of the trustees for the time being of the national school established for the parish of Saint John the Baptist in the county borough of Nottingham (in this section referred to as "the trustees") the following provisions shall have effect unless otherwise agreed on in writing between the Company and the trustees (that is to say) :—

(1) Notwithstanding anything contained in this Act the Company shall not otherwise than by agreement with the trustees purchase any portion of the property numbered on the deposited plans twenty-seven in the parish of Saint Mary in the said borough except the portion thereof which is coloured blue on a plan signed in triplicate by the Right Honourable the Earl of Morley Chairman of Committees of the House of Lords one copy of which plan is deposited in the Office of the Clerk of the Parliaments nor shall the Company except with a like agreement construct Railway No. 3 so that the southern face of the

A.D. 1895.

viaduct to carry the same shall be nearer to the land of the trustees than is shown by the line marked on the plan with the letters A B :

- (2) The trustees shall sell and the Company shall purchase the fee simple of the said portion of the said property which is coloured blue on the said plan upon the terms set forth in an agreement made between the trustees and the Company and bearing date the sixth day of May one thousand eight hundred and ninety-five :
- (3) The Company shall not enter upon the said portion coloured blue or any part thereof until the expiration of twelve months from the twenty-ninth day of September one thousand eight hundred and ninety-five or until the trustees shall have erected new schools in substitution for the existing schools whichever shall first happen :
- (4) The Company shall not be concerned to see to the application of any moneys paid by them to the trustees and the receipt of the trustees shall effectually discharge the Company from the moneys therein expressed to have been received.

19. Notwithstanding anything shown on the deposited plans or contained in this Act the Company shall not under the powers of this Act enter upon take or use any portion of the properties numbered respectively on the deposited plans 173 and 187 in the parish of Saint Mary Nottingham except with the previous consent in writing of the trustees of the schools known as the High Pavement Schools Nottingham nor shall the Company (except with the like consent) construct Railway No. 3 so that the centre line thereof shall be nearer to either of the said properties than is shown on the deposited plans.

For the protection of the trustees of the High Pavement Schools Nottingham.

20. The Manchester Sheffield and Lincolnshire Railway Company may have and exercise over the Railway No. 3 (railway at Nottingham) and Railways Nos. 4 and 5 (railways at Basford) the same running and other powers rights and privileges as are conferred on the Manchester Sheffield and Lincolnshire Railway Company by section 10 of the Great Northern Railway Act 1892 (Running powers to the Manchester Sheffield and Lincolnshire Railway Company) and the said section 10 shall be read and construed accordingly.

Running powers to the Manchester Sheffield and Lincolnshire Railway Company.

21. Nothing in this Act contained shall in any way authorise or empower the Company to stop up or otherwise obstruct any part of Watson Street in the city of Manchester unless by the previous consent in writing of the Cheshire Lines Committee under their common seal.

For the protection of the Cheshire Lines Committee.

A.D. 1895.

Saving rights
of Nene Valley
Commissioners.

Regulating
height of
bridge and
width of
waterway.

22. For the protection of the Nene Valley Drainage and Navigation Improvement Commissioners (second district) herein-after in this section referred to as "the Nene Valley Commissioners":—

(a) In constructing the railway over and on each side of the River Nene where shown on the deposited plans the Company shall and they are hereby required to carry the railway upon a viaduct so as to leave three fifty feet openings measured at right angles to the course or direction of the stream of the river for the passage of the waters of the river and of the flood waters and provide on the northern opening a clear navigable waterway of not less than thirty-four feet exclusive of the towing-path which shall not be less than twelve feet in width and the height from the surface of the existing towing-path to the under side of the bridge at the springing of the arch shall be not less than seven feet and the Company shall and they are hereby required at their own expense for ever hereafter to maintain and keep in repair the banks and towing-path and also cleanse and keep the said river to a depth of not less than the depth shown on the deposited sections of the Nene Valley Drainage and Navigation Improvement Act 1852 as the intended bottom of such river for the space or distance of not less than twenty-five yards on each side of the railway measured from the centre line thereof and no temporary bridge shall be made over the river except so as to leave a clear waterway of at least one hundred and twenty feet and a height of twelve feet:

Works to be
executed
under the
superintend-
ence of an
engineer.

(b) The details and mode of constructing the bridge and other works herein directed to be executed for protecting the interests of the Nene Valley Commissioners together with all necessary and contingent works whether temporary or permanent and as well those which are as those which are not specifically mentioned but which are necessarily consequent upon or fairly implied by the several stipulations and conditions herein provided for shall be carried out upon drawings and specifications to be submitted to and approved of by the engineer for the time being of the Nene Valley Commissioners previously to the commencement of the works and shall be commenced carried on and completed to the reasonable satisfaction of such engineer and so that no obstruction or interruption shall be caused to the boats or barges passing along the said River Nene or to the horses hauling the same nor to drainage by such river and the reasonable costs of such engineer shall be borne by the Company and in case any dispute shall arise between the engineers of the Company and the Nene Valley Commissioners as to the

A.D. 1895.

said drawings and specifications and as to the carrying on and completion of the works the same shall be settled by arbitration in manner provided by the Railways Clauses Consolidation Act 1845 :

(c) The Company shall from time to time and at all times hereafter well and sufficiently and substantially repair uphold maintain and support all works constructed by the Company for the purposes of the railway in any way affecting the drainage or navigation or efficiency of the works of the Nene Valley Commissioners :

Company to repair works.

(d) If at any time after the railways shall have been completed any injury or damage shall be occasioned or arise to the banks or towing-path from the formation of the bridge embankment or other works of the railway the Company shall make good and repair such injury or damage immediately after the discovery thereof and also make full compensation to any party person or public body aggrieved by such injury or damage and shall also execute such works for the prevention of any future injury as shall be deemed necessary so far as relates to any works belonging to or the property of the Nene Valley Commissioners by their engineer and the engineer of the Company or by an umpire appointed by them and so far as relates to any works belonging to or the property of any other party person or public body by two referees to be appointed for that purpose one to be appointed by the Company and the other by the party person or body interested or by an umpire to be appointed by such two referees such works to be executed within such time and in such manner as shall be fixed and specified by such referees or umpire respectively and such damage and compensation shall be payable to and recoverable by the parties respectively aggrieved by all or any of the ways or means by which any damage or compensation is made recoverable by the incorporated Acts and the costs of the said referees umpire and reference shall in either case be in the discretion of the referees or umpire :

Company to make good all injury occasioned by the works of the railway.

(e) Any land which may be required to be taken or used by the Company which at the time of the passing of this Act shall under or by virtue of any Act of Parliament be subject to any drainage taxes or drainage charges now or hereafter to be imposed on the said lands under or by virtue of such Act or any Act that may hereafter be passed for amending such Act shall remain subject to the same taxes and charges in the same manner as but not to any greater extent than if this Act had not passed or if such lands had not been taken or used by the

Lands taken by the Company to remain liable to the drainage taxes.

A.D. 1895.

Company and such taxes and charges and any penalties that may be incurred for non-payment thereof shall be recoverable not only by distress and sale of any goods and chattels belonging to the Company but also by and under the powers and provisions of any Act of Parliament under which the same lands have been or shall be assessed rated taxed or charged :

Company to provide means to remove ice hay &c. during floods.

- (f) The Company shall at all times when the occasion may arise take all necessary measures for removing and shall remove and cause to pass down with the stream so as not to obstruct the flow of water any ice hay or other floating substances that may be found at or against any of the works of the Company in the river so as to effectually prevent any ice hay or other floating substances accumulating or remaining at or against any of the said works and if the Company shall not so break and effectually remove the ice hay and other floating substances or if from any cause whatever any ice hay or other floating substances shall so accumulate against any of the works of the Company the agents or workmen of the Nene Valley Commissioners may proceed to take measures for removing such ice hay or other floating substances and may recover the amount of any costs or charges so incurred by the neglect of the Company in such and the like manner as is directed for the summary recovery of penalties and costs in the said incorporated Acts.

For the protection of the corporation of Manchester.

23. The following provisions for the benefit and protection of the mayor aldermen and citizens of the city of Manchester in the county of Lancaster (in this section called "the corporation") shall unless otherwise agreed between the Company and the corporation be binding upon the Company and full effect shall be given thereto:—

- (a) In this section the following words and expressions have the meanings herein-after respectively assigned to them:—

"City" means the city of Manchester;

"The city surveyor" means the surveyor for the time being of the city of Manchester;

"Street" has the same meaning as in the Public Health Act 1875:

- (b) The Company shall not either temporarily or permanently stop up obstruct or interfere with any of the following streets viz.: Bridgewater Street Deansgate Trafford Street Great Bridgewater Street or Watson Street in the city and shall so conduct their works that the traffic in those streets shall not either as regards the running of tramcars or general traffic be interfered with. For the purpose of erecting the bridges across those streets the Company shall be at liberty to place the

supports for their staging in such places as may be approved by the city surveyor. The bridges carrying Railway No. 6 over the under-mentioned streets shall be in accordance with plans and elevations to be approved by the corporation and of such descriptions dimensions headways and spans as herein-after set forth viz. :—

Bridgewater Street a flat girder bridge with a span of forty feet and a minimum clear headway of sixteen feet and of a width not exceeding fifty feet measured on the square ;

Deansgate (including the widened portion thereof) shall be bridged in one span of a minimum clear headway not less than that provided by the existing Cheshire Lines Bridge over Deansgate. Such bridge shall be of a width not exceeding fifty feet measured on the square ;

Trafford Street a flat girder bridge with a span of forty feet and a minimum clear headway of sixteen feet and a width not exceeding seventy feet measured on the square ;

Great Bridgewater Street a flat girder bridge of a span of fifty feet and a minimum clear headway of nineteen feet eight inches and of a width not exceeding one hundred feet measured on the square or two bridges each not exceeding fifty feet measured on the square :

(c) That inasmuch as the corporation have incurred great expense in widening and improving Deansgate and Peter Street in the city the following provisions shall be observed by the Company and be obligatory upon them :—

(1) The Company shall within twelve months after the passing of this Act purchase and take from the corporation the several vacant lands belonging to the corporation and lying within the area bounded by Deansgate Peter Street Watson Street and Great Bridgewater Street ;

(2) Except as provided in sub-section 4 no access to the lands goods station buildings or premises to be acquired constructed or provided by the Company by virtue of this Act shall be had or provided for from Deansgate Great Bridgewater Street or Peter Street and no openings into those streets shall be provided with the two following exceptions. Firstly one opening may be made into Deansgate and secondly one opening may be placed in Great Bridgewater Street in a portion of that street not covered by a bridge. In both cases the openings shall be made at such places as may be approved by the corporation and in accordance with plans to be approved by the corporation ;

A.D. 1895.

(3) The Company shall give up to the corporation without charge or payment for the purpose of widening Deansgate on its eastern side between Peter Street and the existing bridge carrying the Manchester Central Station Branch Railway widened lines over Deansgate and on its western side between Bridgewater Street and such existing bridge so much land as may be necessary to widen Deansgate in accordance with the plan signed by Richard Johnson on behalf of the Company and by T. de Courcy Meade on behalf of the corporation ;

As regards the length of Deansgate lying between the southerly side of the Central Board School and Peter Street such land shall be laid to the street if and when the several properties in such length are from time to time acquired by the Company and within a reasonable period after such acquisition ;

(4) The Company shall provide and erect shop frontages on the ground floor in Deansgate between Peter Street and Great Bridgewater Street of the depth of at least ten yards so that shops of a character suitable for Deansgate and to the reasonable approval of the corporation may be provided ;

Access to such shops may be obtained from Deansgate and also in any other manner desired by the Company ;

As regards the length of Deansgate lying between the southerly side of the Central Board School and Peter Street the said shop frontages shall not be required to be erected until the properties have been acquired by the Company and the land has been laid to Deansgate under the aforesaid provisions ;

As regards the said shops and any other buildings fronting Deansgate and Peter Street or either of such streets elevations shall be submitted by the Company to the corporation for their approval ;

The provisions of this sub-section may be carried into effect notwithstanding any local Act or byelaw in force in the city ;

(5) The Company shall make and provide sufficient accommodation within their goods station for waggons carts luries and vehicles so as to avoid obstruction in the public streets of the city ;

(d) If the works of the Company are constructed through or over any portion of the block of property of the corporation numbered on the deposited plans 34 35 36 37 38 and 39 and

extending thence and fronting into Bridgewater Street and Collier Street in the city the Company shall purchase and take the whole of such block of property :

- (e) All the piers or abutments and foundations of every bridge over any street in the city shall be placed in such position as may be reasonably required by the corporation in view of any future widening of any such street and shall extend and be made below the surface of the ground to such depth below the level of existing sewers drains water and gas mains and pipes as shall be necessary for the purpose of ensuring the permanent stability of the railway and as shall be reasonably sufficient to allow the corporation to make and construct repair or relay any sewers or drains and to lay deposit maintain and repair any water or gas mains or other pipes which under or by virtue of any Act of Parliament the corporation are or may at any time hereafter be authorised to lay down construct and deposit. The inside face of the piers or abutments of every bridge shall be faced with white glazed bricks and shall as far as practicable (as to all the bridges except the Deansgate Bridge) be lineable with the buildings on each side of the street and if there be no buildings then with the side of the street and (as to the Deansgate Bridge) be lineable with the improved building lines shown upon the plan referred to in sub-section (c) (3). Such white bricks shall be maintained and kept cleansed by the Company to the reasonable satisfaction of the corporation. In cases where the corporation shall consider extra lighting necessary by night or day the Company shall provide sufficient lighting under any new bridge to be constructed under the powers of this Act. The parapets of every bridge shall in every case be of such height from the level of the rails on each side of the bridge throughout the entire crossing of the street and for such further extent in length at both ends on each side of the railway as the corporation shall reasonably require. Every such bridge and crossing shall be made and maintained drop dry at all times and shall in all other respects be kept in complete repair by the Company. The Company shall also provide a parapet of such height as the corporation may reasonably require on any other part of the railway within the city where the same runs near to a public street ;

Each of the said bridges shall be so constructed and at all times hereafter maintained by the Company as to enable the corporation from time to time to replace repair renew and lay down the said sewers drains water and gas mains and pipes and also such additional sewers drains mains and pipes as they may think fit from time to time hereafter ;

A.D. 1895.

Before obstructing or breaking up any public street under the powers of this Act the Company shall give to the corporation fourteen days notice in writing and the works so far as the same affect such street or road shall be carried out by the Company to the reasonable satisfaction of the corporation ;

The value of any sewers drains water and gas pipes and lamps belonging to the corporation which may be rendered useless by the works authorised by this Act other than the aforesaid widening of Deansgate shall be paid to the corporation by the Company on demand and the same shall then become the property of the Company ;

The flags paving stones and other materials in any street which may be stopped up or interfered with by the Company in the execution of the works by this Act authorised shall remain the property of the corporation and may be removed by them :

- (f) The cost of procuring and laying any new sewers drains mains pipes or other apparatus in substitution for those which may be rendered useless by such alteration or disturbance shall be repaid to the corporation by the Company on demand :
- (g) Whenever in execution of the powers in this Act contained except in the aforesaid widening of Deansgate it shall be necessary to alter or interfere with or disturb any of the paving or flagging of the streets or any sewers or drains or any of the water gas or other mains or pipes or apparatus belonging to the corporation the same shall be carried out by and under the direction of the corporation but at the expense in all respects of the Company :
- (h) In all cases where streets are temporarily interfered with during the execution by the Company of any works authorised by this Act notice of the works shall be given to the corporation and the Company shall make suitable arrangements for fencing lighting and watching to the reasonable satisfaction of the corporation and shall maintain such accommodation and access fences and lights to the like satisfaction ;

In any case where any house or other building intended to remain standing shall be severed by the Company they shall to the reasonable satisfaction of the corporation build up or repair such house or building so as to prevent unsightly appearances :

- (i) The corporation shall not be liable for and shall be indemnified by the Company against all damage and injury which may be caused to the railway and works of the Company and the traffic thereon and the persons and property being conveyed on or using such railway by the breaking bursting or leaking of or escape from any sewer or water or gas main or pipe belonging to or under the control of the corporation unless such damage

or injury shall have arisen as the consequence of any wilful act or default of the officers or servants of the corporation :

- (j) Should the station to be erected on any land to be acquired under the powers of this Act be used as a passenger station the Company shall thereupon in respect of such station come under the obligations as to workmen's trains contained in the Cheap Trains Act 1883 :
- (k) The Company shall be responsible for and make good to the corporation and to the Manchester Carriage and Tramways Company all costs losses damages and expenses which may be occasioned to the said tramways or to any of the works or property thereof or to any person or persons using the same or otherwise by reason of the execution maintenance or repair or failure of the said works by this Act authorised or by reason of any obstruction to or increased cost in the working of the traffic of the tramways company 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 shall effectually indemnify and hold harmless the corporation and the tramways company from all claims and demands upon or against them by reason of such execution maintenance or repair or failure or of any such omission :
- (l) The cost of all works and matters which are under this Act to be executed done or provided by the corporation at the cost of the Company and all other costs and expenses by this section made payable by the Company to the corporation shall be paid on demand and shall be recoverable in any court of competent jurisdiction :
- (m.) If the city surveyor and the engineer of the Company shall differ as to the reasonableness of the requirements of the corporation or concerning any plan or the execution of any of the works provided for by this Act then every such difference shall be settled by an engineer to be appointed by the corporation and the Company or if they cannot agree then by an engineer to be appointed as umpire under the provisions of the Railways Clauses Consolidation Act 1845.

24. The following provisions shall apply and have effect with reference to the trustees of the Great Bridgewater Street Wesleyan Chapel and School Manchester unless otherwise agreed upon in writing between the Company and the trustees for the time being of the said chapel and school (in this section referred to as "the trustees") with reference to the railway at Manchester of the Company by this Act authorised :—

- (1) Within three months after the passing of this Act the Company shall serve upon the trustees a notice to treat for the

For the protection of the trustees of the Great Bridgewater Street Wesleyan Chapel and School Manchester.

A.D. 1895.

purchase of the whole of the lands and properties numbered respectively 76 77 79 80 81 82 and 83 on the deposited plans in the township and parish of Manchester and the price to be paid for the said lands and properties together with the chapel school dwelling-houses and buildings erected thereon shall be such an amount as failing agreement shall be settled by arbitration in manner provided by the Lands Clauses Acts:

- (2) The consideration for the said purchase (herein-after called "the purchase moneys") shall be paid by the Company to the trustees by three equal instalments without interest thereon the first of such instalments shall be paid within three months after the date of such agreement or of the award of the arbitrators or umpire as the case may be the second of such instalments within six months after the said date and the remaining instalment within twelve months after the same date and upon the payment of the last of such instalments the trustees shall convey all their estate and interest in the said properties to the Company free from all incumbrances except chief rents and lessees covenants:

Provided that if delay shall be made by default of the Company in the payment of any of the said instalments interest on the amount so in arrear shall be payable to the trustees at the rate of five per centum per annum:

- (3) The Company shall not be concerned to see to the application of the said moneys or any part thereof and the receipt of a majority of the trustees shall effectually discharge the Company from the moneys therein expressed to have been received:
- (4) The Company shall not take use or in any way interfere with any portion of the property of the trustees or the approaches thereto for three months from the date of the payment to the trustees of the last instalment of the purchase moneys unless in the meantime a new chapel school dwelling-houses and other buildings shall have been erected and completed fit for use and occupation and after the expiration of such period of three months or on such new chapel school dwelling-houses and other buildings having been erected and completed fit for use and occupation as aforesaid whichever shall first happen the said existing chapel school dwelling-houses and other buildings and burial ground shall vest in possession in the Company for the respective terms for which the trustees hold the same respectively discharged from all trusts affecting the same but subject to the provisions next herein-after contained:
- (5) The Company shall before commencing the works hereby authorised on the site of the disused burial ground numbered 80 and 81 on the said deposited plans with all possible care

A.D. 1895.

and at their own expense remove to a convenient and suitable place of interment to be approved by the trustees and wherein burials may legally take place the remains of the late Robert Barnes and Maria Barnes the parents of the late Robert Barnes and shall also at their own expense cause a suitable tombstone to the reasonable satisfaction of the trustees to be erected thereon for their due preservation :

- (6) If it should become necessary in carrying out the works hereby authorised to disturb any of the remains in the said disused burial ground the Company shall at their own expense cause such remains to be removed and decently interred in some other place of interment wherein burials may legally take place :
- (7) All remains to be removed under the provisions of this section shall be so removed under the superintendence and to the satisfaction of the medical officer of health of the city of Manchester :
- (8) The heirs executors administrators or relatives of any person whose remains are interred or deposited in or under the disused burial ground may if they so prefer remove the remains of such person to any burial ground wherein burials may legally take place and the cost of such removal (not exceeding in each case the sum of ten pounds) shall be defrayed by the Company.

25. The following provisions shall apply and have effect with reference to the school board for the district of the city of Manchester (in this section referred to as "the school board") with reference to the railway at Manchester by this Act authorised :—

For the protection of the school board for the district of the city of Manchester.

- (1) The Company shall purchase the whole of the lands and properties numbered respectively 310 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 and 375 on the deposited plans in the township and parish of Manchester together with all buildings erected thereon upon the terms set forth in a letter dated the twentieth day of March one thousand eight hundred and ninety-five and signed by the solicitor of the Company :
- (2) The purchase money referred to in the said letter shall be paid by the Company to the school board by three equal instalments without interest thereon the first of such instalments to be paid at and upon the expiration of six months from the date of the passing of this Act or at such earlier date as may be necessary to enable the school board to complete the purchase of a site for a new school and the second and third of such instalments shall be paid at and upon the expiration of six and twelve months respectively from the payment of the

A.D. 1895.

said first instalment and upon the payment of the last of such instalments the school board shall convey all their estate and interest in the said properties to the Company free from all incumbrances except the chief rent and grantees covenants now affecting the property :

Provided that if delay shall be made by the default of the Company in the payment of any of the said instalments interest on the amount so in arrear shall be payable to the school board at the rate of five per cent. per annum :

- (3) The Company shall not be concerned to see to the application of the said moneys or any part thereof and the receipt of the clerk of the school board shall effectually discharge the Company from the moneys therein expressed to have been received :
- (4) The Company shall not take use or in any way interfere with any portion of the property of the school board or the approaches thereto from Deansgate or Gregson Street for six months from the date of the payment of the last instalment of the said purchase money unless in the meantime a new central school and buildings and offices shall have been erected and completed fit for use and occupation and after the expiration of such period of six months or on such new central school buildings and offices having been erected and completed fit for use and occupation as aforesaid whichever shall first happen the said buildings shall vest in possession in the Company for all the estate and interest of the school board therein subject to the payment of the chief rent and the observance of the covenants now affecting the same.

For the protection of the Biggleswade District Highway Authority.

26. For the protection of the Biggleswade District Highway Board and their successors the Biggleswade Rural District Council (in this section called "the highway authority") the following provisions shall have effect unless otherwise agreed on between the highway authority and the Company (that is to say) :—

- (1) Plans sections and drawings of the bridge to carry the main road from Baldock to Shefford over the railway at Arlesey Station and of the approach roads thereto and of the cross road leading from Arlesey past the church and public-house into the present main road shall be submitted to the surveyor for the time being of the highway authority for his approval and the Company shall not commence nor execute any of the works as aforesaid until the same plans sections and drawings shall have been examined and approved by the said surveyor by writing under his hand such approval to be signified to the principal engineer of the Company within six weeks after the submission of such plans and sections If the said surveyor

fail to signify his approval or disapproval thereof within such period the Company may construct the said bridge and works in accordance with the plans and sections so submitted :

- (2) The Company in closing the level crossing at Arlesey Station shall not stop up the existing approaches by the present main road to the said station either in the parishes of Henlow or Arlesey but the same shall be left open for public access to both sides of the said station. Notwithstanding anything contained in this Act the new roads and approaches to be constructed under this Act at and near Arlesey Station shall be maintained by the Company in accordance with section 46 of the Railways Clauses Consolidation Act 1845 :

If any difference arise between the Company and the highway authority touching anything to be done or not to be done under the provisions of this section such difference shall be settled by an engineer to be appointed (unless otherwise agreed upon) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers and the costs of the reference shall be borne as he shall direct.

27. The powers of this Act with respect to the purchase and acquisition of lands otherwise than by agreement for the purposes of the railways and widenings hereby authorised and with respect to the making and maintaining of such railways and widenings shall unless with the previous consent of the Midland Railway Company (herein-after called "the Midland Company") in writing under their common seal be exercised only subject to and in accordance with the following provisions :—

For the protection of the Midland Railway Company.

- (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 and widenings 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 :

A.D. 1895.

- (3) The works by this Act authorised so far as they affect or interfere with the Midland Company's Railway and branches shall be carried out 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 carrying Railway No. 1 over the Midland Railway shall be constructed of a clear span of fifty-six feet measured on the square and with a clear headway throughout of fourteen feet six inches :
- (5) The widening from Little Bytham to Corby where it crosses the Saxby and Bourn branch of the Midland Railway shall be carried under the existing bridge and the Company shall not in any way interfere with the structure of the said bridge or construct any other bridge under the said Saxby and Bourn branch :
- (6) 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 :
- (7) 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 :
- (8) 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. 1895.

(9) 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 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:

(10) 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.

28. Notwithstanding anything shown on the deposited plans or contained in this Act the Company shall not without the consent of the owner or owners for the time being acquire a greater quantity of land in the properties numbered respectively 34 44 and 46 on the deposited plans in the parish of Tallington than is shown by the colour blue on a plan signed in triplicate by Richard Johnson on behalf of the Company and by Richard Du Cane on behalf of the Earl of Lindsey and others and by the Right Honourable the Earl of Morley Chairman of Committees of the House of Lords one copy of which plan is deposited in the Office of the Clerk of the Parliaments. For the protection of the Earl of Lindsey and others.

29. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the works herein-after described and may exercise the powers herein-after mentioned and may for the purposes aforesaid make such alterations in the levels of the streets roads and footpaths affected thereby as are shown upon the deposited plans and sections and in addition to any other lands which they are by this Act authorised to acquire may enter upon take and use Further works by the Company.

A.D. 1895. such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes:—

DIVERSION OF ROADS NEW ROAD AND ABOLITION OF LEVEL CROSSING AT WELWYN JUNCTION They may in the parish of Hatfield in Hertfordshire—

- (1) Construct a diversion of the public road crossing the railway of the Company on the level about 800 yards north of the mile post denoting 20 miles from London such diversion to commence in the said road about 70 yards west of the said level crossing and to terminate in the said road about 180 yards east of the said level crossing :
- (2) Construct a diversion of the road leading from the western side of the said level crossing to the public road from Stanborough to Hertford such diversion to commence in the said public road about 50 yards west of the bridge carrying the said road over the railway of the Company and to terminate in the above-mentioned proposed diversion of the road crossing the said railway on the level at a point about 40 yards west of the said railway opposite a point about 120 yards south of the said level crossing :
- (3) Construct a new road commencing in the said public road from Stanborough to Hertford at a point about 40 yards east of the said bridge and terminating in the above-mentioned proposed diversion of the road crossing the said railway on the level at a point about 65 yards east of the said railway opposite a point about 120 yards south of the level crossing :
- (4) When the said road diversions and new road are completed and opened to the public the Company may stop up and abolish the said level crossing and extinguish all rights of way over the same.

NEW ROADS ABOLITION OF LEVEL CROSSINGS AND STOPPING UP OF FOOTPATHS AT STEVENAGE They may in the parish of Stevenage in Hertfordshire—

- (1) Construct a new road (No. 1) commencing in the public road leading from Stevenage to Norton Green at a point about 130 yards west of the bridge carrying the said public road over the main line of railway of the Company and terminating in the occupation road crossing the said main line on the level about 200 yards north of the said bridge at a point about 150 yards west of the said level crossing :
- (2) Construct a new road (No. 2) commencing in the said occupation road at a point about 290 yards west of the said

level crossing and terminating in the occupation road numbered 497 on the $\frac{1}{2500}$ Ordnance map of the parish of Stevenage at the southern end thereof :

- (3) Construct a new road (No. 3) commencing in the public road leading from Stevenage to Broomin Green and known as Water Lane at a point about 270 yards west of the level crossing of the railway of the Company by that road and terminating in the public road leading from London to Stevenage at a point on the western side thereof about 13 yards south of the mile post denoting 31 miles from London :
- (4) Construct a new road (No. 4) commencing in the last-mentioned proposed new road at or near the north-east corner of the field numbered 487 on the $\frac{1}{2500}$ Ordnance map of the said parish and terminating in the public road leading from Stevenage to Symond's Green and known as Brick Lane at a point about 185 yards west of the level crossing of the railway of the Company by that lane :
- (5) Construct a new road (No. 5) commencing in the said Brick Lane at a point about 125 yards west of the last-mentioned level crossing and terminating at or near the south-eastern corner of the field numbered 468 on the said Ordnance map :
- (6) Construct a new road (No. 6) commencing in the said Brick Lane at a point about 140 yards east of the last-mentioned level crossing and terminating in the road numbered 564 on the said Ordnance map at a point about 140 yards west of the junction of that road with the road leading from London to Stevenage and known as High Street Stevenage :
- (7) Construct a new road (No. 7) commencing in the proposed new road (No. 5) at or near the south-western corner of the field numbered 473 on the said Ordnance map and terminating in the proposed new road (No. 6) at or near the centre of the eastern boundary fence of the field numbered 556 on the said Ordnance map :
- (8) When the following of the said new roads are completed and opened to the public the Company may stop up and abolish the following level crossings (that is to say) :—
 - (a) The level crossing of the occupation road which crosses the main line of the Company about 200 yards north of the bridge carrying the public road from Stevenage to Norton Green over the railway

A.D. 1895.

- when the new roads numbered respectively (1) and (2) are so respectively opened ;
- (b) The level crossing of the public road known as Water Lane and the occupation level crossing 190 yards south of the said Brick Lane level crossing when the new road numbered (3) is so completed and opened ;
- (c) The level crossing of the public road known as Brick Lane when the new roads numbered respectively (3) (4) (5) (6) and (7) are so completed and opened ;
- (d) The occupation level crossing 315 yards north of the said Brick Lane level crossing when the new roads numbered respectively (5) (6) and (7) are so completed and opened :
- (9) And all rights of way in and over the following footbridges crossing over the railway of the Company in the said parish of Stevenage shall be extinguished as follows—
- (a) The footbridge on the southern side of and immediately adjacent to the said Water Lane level crossing when the new road numbered 3 is so completed and opened ;
- (b) The footbridge on the northern side of and immediately adjacent to the said Brick Lane level crossing when the new roads numbered respectively (3) (4) (5) (6) and (7) are so completed and opened ;
- (c) The footbridge at the occupation level crossing 315 yards north of the said Brick Lane level crossing when the new roads numbered respectively (5) (6) and (7) are so completed and opened :
- (10) From and after the completion and opening of the new road (No. 3) the Company may stop up and extinguish all rights of way over so much of the public footpath from Stevenage to Broomin Green as lies between its junction with Water Lane and the point where it crosses the northern boundary of the field numbered 523 on the $\frac{1}{2500}$ Ordnance map of that parish and over the footbridge carrying that footpath over the railway of the Company.

DIVERSION OF ROAD AT WYMONDLEY They may in the parish of Little Wymondley in Hertfordshire divert the road leading to Wymondley Bury such diversion to commence in the said road at the point where it joins the public road leading from Stevenage to Hitchin and to terminate in the said road at a point about 15 yards measured in a westerly direction from

the entrance to the goods yard of the Company at Wymondley siding.

WIDENING OF BRIDGES AT WYMONDLEY They may in the said parish of Little Wymondley widen on the western side thereof respectively the bridge carrying their main line of railway over the said public road leading from Stevenage to Hitchin and the bridge carrying the said main line over the public road leading from Little Wymondley to Much Wymondley.

DIVERSION OF ROAD AND ABOLITION OF LEVEL CROSSING AT HOLME They may in the parish of Holme in Huntingdonshire construct a diversion of the public road known as Long Drove crossing the main line of the Company on the level at the southern end of the platforms at Holme Station such diversion to commence in the said road about 190 yards west of the said level crossing and to terminate in the said road about 250 yards east thereof and when the said diversion is constructed and opened to the public the Company may abolish the said level crossing and extinguish all rights of way in and over the same and in and over the footbridge on the southern side of the said crossing.

EXTENSION OF BRIDGE AT DONNINGTON-ON-BAIN They may in the parish of Stenigot in the parts of Lindsey in Lincolnshire—

(1) Construct an additional opening at the southern end of the bridge carrying the public road leading from Donnington to Horncastle over the Louth and Lincoln Branch Railway of the Company at the eastern end of Donnington-on-Bain Station :

(2) Alter the levels of so much of the said public road as lies between the centre of the said bridge and a point about 114 yards measured along the road in a southerly direction from the said bridge.

30. For the protection of main roads county bridges and approaches and other property of the Hertfordshire County Council in the county of Hertford be it enacted as follows:—

(A) No works affecting any main road or bridge belonging to or under the control of the Hertfordshire County Council or the approaches to any such bridge shall be constructed except in accordance with plans and specifications previously submitted to and signed by the surveyor for the time being of the Hertfordshire County Council and the said works shall be executed under the superintendence and to the reasonable satisfaction of the said county surveyor and such works shall be thereafter maintained by the Company at their own expense and under such superintendence as aforesaid :

For the protection of main roads and bridges in the county of Hertford.

A.D: 1895.

Provided that if the said county surveyor omit to signify his approval or disapproval to the said plans and specifications during one month after the same shall have been submitted to him such omission shall be deemed an approval :

(B) For the purposes of this section the term "main road" shall mean a main road under and within the meaning of section 11 of the Local Government Act 1888 :

(c) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the said county council all costs losses damages and expenses which they may be put to or sustain by reason of the execution or failure of any of the intended works or of any act or omission of the Company and the Company will effectually indemnify and hold harmless the said county council from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission :

(D) The costs charges and expenses of the said county surveyor of and incident to the approval of the said plans and specifications and the superintendence of the works shall be paid by the Company.

Power to deviate in construction of roads.

31. The Company in constructing the roads herein-before authorised may deviate from the centre lines shown on the deposited plans to the extent of the limits of deviation marked on such plans respectively but so nevertheless that no part of such deviation be constructed beyond the said limits and may deviate from the levels shown on the deposited sections to any extent not exceeding five feet but not so as to increase the gradient of any road.

As to vesting of site and soil of portions of roads and footpaths stopped up.

32. The site and soil of the roads and footpaths by this Act authorised to be stopped up and discontinued or included within the limits of the lands shown on the deposited plans as intended to be compulsorily taken and which shall be so taken and the fee simple and inheritance thereof shall (subject to the acquisition of any existing private rights of way thereover by the Company) if the Company are or if and when under the powers of this Act or of any other Act already passed they become the owners of the lands on both sides thereof be from the time of the stopping up thereof absolutely vested in the Company subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway.

stituted to be &c.

33.—(1) Subject to the provisions of the last preceding section the new altered and diverted roads constructed under the powers of the section of this Act the marginal note whereof is "Further works

by the Company" shall vest in and be repaired and maintained by the same bodies or persons (including the Company) as are now liable to repair and maintain the roads for which the same are respectively substituted.

A.D. 1895.

(2) Provided that unless otherwise agreed the structure of every bridge shall be repaired and maintained by the Company. The Company and any such body or person may enter into and fulfil agreements for and in relation to such construction and for or in relation to the repair and maintenance of all or any of such new altered or diverted roads.

(3) Any such agreements shall be deemed to be purposes of the public Acts under which such body or persons have jurisdiction and any expenses incurred in relation to such agreements shall be deemed to be expenses incurred for the purposes of those Acts.

(4) The certificate of two justices of the due completion of any such new altered or diverted road shall be conclusive evidence of the fact so certified and such certificate shall be obtained and the new altered or diverted road opened to the public before the existing road is interfered with except in so far as may be necessary for the construction and completion of such new altered or diverted road.

34. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over any railway or widening by this Act authorised by a bridge or bridges unless the levels of such road or public highway shall be permanently altered so as to increase the gradient of any part thereof.

Company not liable to repair surface of road gradient of which is not increased.

35. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may enter upon and take compulsorily or by agreement for the improvement and enlargement of their railways stations and works and for the construction of new stations buildings and sidings and other the purposes of their undertaking the lands herein-after described which are delineated upon the deposited plans and described in the deposited books of reference :—

Power to Company to purchase additional lands.

HOLLOWAY.—Certain lands in the parish of Saint Mary Islington in the county of London being the premises numbered respectively 496 498 500 502 504 and 506 in the Caledonian Road :

Provided that the Company shall not without the consent of the owner or owners for the time being of the said lands in the parish of Saint Mary Islington in the county of London being the premises numbered respectively 496 498 500 502 504 and 506 in the Caledonian Road purchase or acquire the freehold thereof or of any part

A.D. 1895.

thereof In case the Company shall under the powers of this Act acquire the leasehold interest therein or in any part thereof they shall in all respects maintain the said premises in their present condition as private residences and they shall preserve the character thereof as residential property and they shall not at any time use or permit the same to be used for any purpose connected with their railway or the station and works connected therewith nor shall they construct any connexion with their railway and station through the same The Company shall be liable to fulfil and shall fulfil in all respects the covenants of the existing leases under which the said premises are held.

WYMONDLEY.—Certain lands in the said parish of Little Wymondley adjoining the main line of the Company on the south-western side thereof bounded on the north-east and south-east by property of or reputed to belong to the Company and on the north-west by the road leading to Wymondley Bury.

NEW ENGLAND.—Certain lands in the said parish of Saint John the Baptist in the said Soke of Peterborough adjoining the main line of railway of the Company on the eastern side thereof bounded on the south-east by property of or reputed to belong to the Midland and Great Northern Railways Joint Committee and on the north-west by the north-western boundary of the Fox Covert.

STAMFORD.—Certain lands in the parish of Saint George Stamford in the said parts of Kesteven bounded on the north by the Lower Road on the south by the River Welland on the east by the Stamford and Essendine Railway of the Company and on the west by Cherry Holt Road And the Company may stop up the public footpath leading from the public road at Hudd's Water Mill to the junction of the Deeping Road with the said Lower Road and may extinguish all rights of way in and over the same;

Certain other lands in the said parish bounded on the south by the said river and extending from Cherry Holt Road aforesaid to the Stamford Gas Works.

NOTTINGHAM.—Certain lands in the said parish of Saint Mary in the town and county of the town of Nottingham bounded on the south by the road known as Leenside on the west partly by Saint Martin's Yard and partly by the passage known as Saint John's Churchyard and on the north partly by Saint John the Baptist's Church and partly by property extending from the north end of Lowes Place to Saint John's Churchyard aforesaid and on the east by Lowes Place.

LEEN VALLEY JUNCTION.—Certain lands in the said parish of Basford adjoining the Leen Valley Branch and the Derbyshire and Staffordshire Railway of the Company on the northern sides thereof. A.D. 1895.

NEWSTEAD.—Certain lands in the extra-parochial liberty of Newstead in Nottinghamshire adjoining the said Leen Valley Branch on the south-western side thereof.

NEWARK.—Certain lands in the parish of Newark-upon-Trent in Nottinghamshire adjoining the Gasworks Branch of the Company on the east side thereof.

DONNINGTON-ON-BAIN.—Certain lands in the parts of Lindsey in Lincolnshire partly in the parish of Donnington-on-Bain and partly in the said parish of Stenigot adjoining the Louth and Lincoln Branch Railway of the Company on the southern side thereof at Donnington-on-Bain Station bounded on the north and north-west by property of or reputed to belong to the Company and on the east by the public road leading from Donnington to Horncastle;

Certain other lands wholly in the said parish of Stenigot adjoining the said Louth and Lincoln Railway on the southern side thereof bounded on the west by the said public road.

BLACK CARR JUNCTION.—Certain lands in the township and parish of Cantley in the west riding of the county of York adjoining the main line of the Company on the southern side thereof.

DONCASTER.—Certain lands in the township of Balby-with-Hexthorpe in the parish of Doncaster in the said west riding bounded on the east and north-east by property of or reputed to belong to the Company.

WAKEFIELD.—Certain lands in the township and parish of Wakefield in the said west riding bounded on the south by Balne Lane on the east and north by property of or reputed to belong to the Company and on the west by the occupation road adjoining the Cliff Tree Inn;

Certain other lands partly in the said township of Wakefield and partly in the township of Stanley-cum-Wrenthorpe in the said parish of Wakefield adjoining the railway of the Company on the western side thereof and extending from the occupation road crossing under the said railway about 50 yards south of the Wrenthorpe South Signal Box to the occupation road crossing under the said railway about 450 yards south of the said signal box.

36. Notwithstanding anything contained in this Act or shown on the deposited plans it shall not be lawful for the Company

Buildings
not to be
brought

A.D. 1895.
—
beyond
general
building line
&c.

within the county of London to encroach upon any part of the surface of any street or footway or without the consent of the London County Council to erect or maintain any building beyond the general line of building in the road described on the deposited plans as Caledonian Road.

For the pro-
tection of the
corporation
of Stamford.

37. For the protection of the mayor aldermen and burgesses of the borough of Stamford (herein-after referred to in this section as "the corporation") the following provisions shall have effect (that is to say) :—

Notwithstanding anything in this Act contained the corporation shall have without payment to the Company the right of constructing a main sewer in and under the lands numbered 1 to 27 inclusive in the parish of Saint George Stamford or any part or parts thereof such sewer to be constructed either in the line coloured red or the line coloured blue (as the corporation may elect) and at such depth as is shown upon a plan signed in duplicate by the town clerk of Stamford and the engineer of the Company such election to be signified in writing to the Company within two years from the passing of this Act :

If the corporation fail to exercise the right within the period above mentioned of electing which line they will adopt they shall be deemed to have waived the right hereby given to construct such sewer in or under any of the said lands but without prejudice to any other right :

The corporation shall give to the Company not less than fourteen days notice in writing of their intention to commence the construction of the said sewer and if at the time of giving such notice the Company shall have constructed any railways or other works on the said lands the corporation shall take all such precautions as the engineer of the Company may deem necessary and reasonably require to be taken for preventing any obstruction to the traffic upon such railways or damage to or interference with any other works of the Company and the corporation shall complete the construction of the said sewer and all works connected therewith upon or under any lands of the Company with all reasonable dispatch and to the reasonable satisfaction of the engineer of the Company :

The corporation may at all reasonable times enter on the said lands for the purpose of repairing renewing flushing or cleansing or otherwise reasonably dealing with such sewer when the same shall have been constructed :

The manholes in connexion with the said sewer shall be constructed in such positions as are indicated upon the said plan

and except in cases of urgency the corporation shall provide every person who is authorised by them to enter upon any land of the Company for the purpose of inspecting or dealing with the said sewer with a written authority for that purpose which except as aforesaid shall be produced to any officer or servant of the Company when required. Any such person who except in cases of urgency does not produce such authority when so required shall be liable to a penalty not exceeding forty shillings for every such offence :

A.D. 1895.

The footpath shown on the said plan as passing from A to B shall on the construction by the Company of their said works be stopped up and discontinued and the Company shall not without the consent in writing of the corporation interfere with the roads numbered 1 8 and 10 on the said plan :

If any difference shall arise between the corporation and the 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 from time to time be determined by arbitration pursuant to the Arbitration Act 1889 or any statutory modification thereof.

38. Whereas by the South Yorkshire Junction Railway Act 1890 the South Yorkshire Junction Railway Company (in this section referred to as "the South Yorkshire Company") are authorised to construct a railway in the said Act described as Railway No. 9 and for the purposes thereof to purchase certain lands in the township of Balby-with-Hexthorpe and in the township and parish of Cantley in the west riding of the county of York. And whereas the Company are by this Act authorised to acquire certain lands in the said township and parish of Cantley being part of the lands required by the South Yorkshire Company for the purposes of the said Railway No. 9. Be it therefore enacted that if the South Yorkshire Company shall first acquire the lands in the said township and parish of Cantley necessary for the construction of their said Railway No. 9 or if on the other hand the Company shall first acquire the said lands for the purposes of their undertaking then the South Yorkshire Company or the Company as the case may be first acquiring the said lands shall when required grant to the other of them an easement over those lands for the construction of their railway or works. The price or consideration for the easement shall be settled by agreement between the parties or failing agreement by arbitration in the manner provided by the Lands Clauses Acts in the case of lands taken otherwise than by agreement.

For the protection of the South Yorkshire Junction Railway Company.

A.D. 1895.

Company
by agreement
with Midland
Railway
Company may
run over a por-
tion of Man-
chester South
District
Railway.

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

Period for
compulsory
purchase of
lands.

Extending
time for sale
of certain
superfluous
lands.

39. The Company may run over and use with their engines and carriages and with their clerks officers and servants and for traffic of every description so much of the Manchester South District Railway of the Midland Railway Company as lies between Heaton Mersey Junction and Chorlton-cum-Hardy Junction upon such terms and conditions and upon payment of such tolls rates and charges as may be agreed upon between the said two companies.

40. 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 right or privilege of water in which other than parties to the agreement have an interest) required for the purposes of this Act or any of the purposes of their undertaking in over or affecting any such lands and the provisions of the 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.

41. The powers 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.

42. The Company with respect to lands acquired by them alone and the Company and any other company with whom the Company jointly hold any lands under the powers of any Act relating to the undertaking of the Company or of such other company with respect to such last-mentioned lands may notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company or to such other company with which that Act is incorporated retain and hold any lands acquired by them respectively and which have not yet been applied to the purposes for which they were acquired or sold or disposed of for the periods following (that is to say) As regards such of the lands as are situate near to or adjoining any railway or station of the Company or of such other company as the case may be or as they respectively may be of opinion that they may require for the purposes of stations sidings or other conveniences for the period of ten years from the passing of this Act and as regards the other of the said lands for the period of two years from the passing of this Act:

But the Company or such other company as the case may be shall at the expiration of such respective periods of ten years and two years proceed bonâ fide to the sale and disposal of all such parts of those lands respectively as shall not then have been applied to or are not then required for the purposes aforesaid.

43.—(1) The Company shall not under the powers of this Act or under the powers of the Great Northern Railway Act 1891 as revived and extended by this Act purchase or acquire in any city borough or urban district or any parish or part of a parish not being within an urban district ten or more houses which after the passing of this Act have been or on the fifteenth day of December next before the passing of this Act or of the Great Northern Railway Act 1891 by which such purchase or acquisition was originally authorised as the case may be were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until—

A.D. 1895.
Restrictions
on displacing
persons of
labouring
class.

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

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

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

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

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

(4) Any 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.

A.D. 1895.

(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 such scheme shall for all purposes be deemed to be an undertaking of the Company and 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 beyond the metropolis 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 date of such scheme 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 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.

A.D. 1895.

(9) The Local Government Board may direct any inquiries to be held by their inspectors which the Board may deem necessary in relation to any scheme under this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they 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 and for which houses no substitutes have been or are directed to be provided by any scheme approved by the Local Government Board under the powers of any previous Act relating to 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.

44. And whereas in the construction of the railways and widenings hereby authorised or otherwise in exercise of the powers

Owners may
be required
to sell parts

A.D. 1895.
 only of
 certain lands
 and build-
 ings.

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 same and that such portions may be severed from the remainder of the said properties without material detriment thereto. Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the lands houses or other buildings or manufactories described or referred to 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. If for twenty-one days after the service of notice to sell and convey any portion or portions of the said property any owner or other person shall fail to notify to the Company that he alleges such portion or portions cannot be severed from the remainder of the property without causing the material detriment mentioned then the Company may proceed to take such portion or portions only but if within such twenty-one days he shall by notice to the Company allege that such portion or portions cannot be severed from the remainder without causing such material detriment as aforesaid then the tribunal to whom the question of disputed compensation shall be submitted shall determine the matter of the said allegation in addition to the other questions required to be determined by them :

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

Provided also that if in the opinion of such tribunal any such portions can notwithstanding the allegation of such owner or other person be severed from the remainder without such material detriment then such tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred

by such owner or person incident to the arbitration or inquiry shall be borne and paid by such owner or person :

A.D. 1895.

The provisions of this section shall be stated in every notice given thereunder by the Company to sell and convey any premises.

45. 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 railways widenings and works by this Act authorised it may be necessary to underpin or otherwise strengthen such houses and buildings 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) :—

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

- (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 dispute 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

A.D. 1895.

inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment:

- (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 68th 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 of the Lands Clauses Acts:
- (10) Nothing in this section shall repeal or affect the application of the 92nd section of the Lands Clauses Consolidation Act 1845.

Extension of time for purchase of lands for widenings from Corby to Stoke and Luton to Dunstable.

46. The powers granted to the Company by the Great Northern Railway Act 1891 for the compulsory purchase of lands for the purposes of the widening of the main line of the Company from Corby to Stoke and of their branch line from Luton to Dunstable are hereby revived and extended and may be exercised until the eleventh day of May one thousand eight hundred and ninety-eight but the said powers shall cease after that date.

As to transfer of Wainfleet undertakings to the Company.

47.—(1) The terms of agreement between the Wainfleet Company and the Company for vesting in the Company the undertakings of the Wainfleet Company bearing date the thirty-first day of January one thousand eight hundred and ninety-five and set forth in the Second Schedule to this Act are hereby confirmed and made binding on the Wainfleet Company and the Company.

(2) As from the date of completion of the purchase of the said undertakings under the provisions of the said agreement (which date is herein-after referred to as "the vesting period") the undertakings of the Wainfleet Company as defined in the said agreement

shall be transferred to and vested in the Company freed and discharged as between the two companies from all incumbrances and debts of the Wainfleet Company except the mortgage debentures and rentcharges mentioned in the said agreement.

(3) The vesting shall be deemed to be an amalgamation of the undertakings of the Wainfleet Company within the meaning of Part V. (Amalgamation) of the Railways Clauses Act 1863 and the provisions of the said Part V. shall extend and apply thereto accordingly so far as the same are not varied by or inconsistent with the provisions in this Act and the said agreement contained.

(4) The transfer and vesting shall be evidenced by a deed of conveyance duly stamped and truly stating the consideration and the Company shall produce such deed duly stamped as aforesaid to the Commissioners of Inland Revenue within three months from the date of vesting and in default of such production the ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the date of vesting to the day of payment shall be recoverable from the Company with full costs of suit and all costs and charges attending the same in any court of competent jurisdiction.

(5) At the vesting period all the unexercised powers of the Wainfleet Company of raising capital by the creation and issue of shares or stock and of raising money by mortgages and debenture stock shall be and the same are hereby extinguished.

(6) The several persons who appear in the books of the Wainfleet Company at the date of vesting to be proprietors of shares or stock in the capital of the Wainfleet Company shall unless the contrary is proved to the satisfaction of the directors thereof be considered to be shareholders or stockholders of the Wainfleet Company for the purpose of the distribution of the assets thereof.

(7) Where the directors of the Wainfleet Company are for twelve months after the vesting period unable after diligent inquiry to ascertain the person to whom any moneys payable under the provisions of this Act ought to be paid and who can give an effectual receipt for the same they may at any time thereafter dispose of the same under the Acts for the relief of trustees.

(8) The receipt of the executors or administrators of a shareholder or stockholder in the Wainfleet Company shall be an effectual discharge to that company and to the directors thereof for so much money as is therein expressed to be received and shall exonerate them from any obligation affecting the shares or stock in respect of which such money is paid.

A.D. 1895.

(9) When and so soon as the debts and liabilities of the Wainfleet Company other than the said mortgage debentures and rent-charges shall have been paid satisfied and discharged by the directors of the Wainfleet Company and the purchase money for the said undertakings shall have been distributed and the affairs of the Wainfleet Company have been wound up that company shall be by virtue of this Act dissolved.

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

48. The Company may apply to the purposes of this Act to which capital is properly applicable any of the moneys which they are already or which by virtue of any Act to be passed during the present session of Parliament they may be authorised to raise and which may not be required by them for the purposes for which the same were authorised to be raised and the Company may for the purposes of this Act and for the general purposes of their undertaking from time to time subject to the provisions of Part II. of the Companies Clauses Act 1863 raise in addition to the sums of money which they are already authorised to raise any additional sum or sums not exceeding in the whole two million pounds by the issue at their option of new ordinary shares or stock or new preference shares or stock or wholly or partly by any one or more of those methods respectively which shares or stock shall form part of the general capital of the Company and such new ordinary shares or stock may if the Company think fit be created and issued in accordance with the provisions of section 7 of the Great Northern Railway (Capital) Act 1890.

Shares not to vest until fifth part paid up.

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

Votes in respect of new shares.

50. The Company may from time to time if they think fit attach to all or any new shares or any class of new shares created under the powers of this Act any total or partial permanent or temporary restriction of the rights of voting and other qualification of the holders thereof. Shares to which any such restriction shall be attached shall be distinguished by some special designation.

Shares of same class to have like privileges.

51. All shares of the same class created by the Company under this Act shall confer like privileges and shall bear like dividends or interest and be subject to like restrictions if any.

Power to borrow on mortgage.

52. The Company may from time to time borrow on mortgage of their undertaking additional sums not exceeding in the whole six hundred and sixty-six thousand pounds in respect of the additional

capital of two million pounds by this Act authorised to be raised. Provided that in respect of every one hundred thousand pounds of such additional capital issued and accepted and one half whereof shall have been paid up the Company may borrow a sum or sums not exceeding in the whole thirty-three thousand pounds. But no part of any of the before-mentioned sums of thirty-three thousand pounds shall be borrowed until shares for so much of the said portion of the additional capital in respect of which the borrowing powers are to be exercised as is to be raised by means of shares are issued and accepted and one half of such capital is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such portion of additional capital have been issued and accepted and that one half of such portion has been paid up and that not less than one-fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of such portion of the said additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and paid up bona fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors, or assigns and also so far as the said capital is raised by shares that such persons or corporations or their executors administrators successors, or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

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

Existing mortgages to have priority.

54. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock at any time after the passing of this Act created

Debenture stock.

A.D. 1895.

and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

55. All moneys raised by the Company under this Act whether by shares stock debenture stock or borrowing shall be applied only to the purposes of this Act and to the general purposes of the Company being in every case purposes to which capital is properly applicable.

Receipt in case of persons not *sui juris*.

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

Saving rights of the Crown.

57. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any land or hereditaments or any rights of whatsoever description belonging to the Queen's most Excellent Majesty in the right of Her Crown and under the management of the Commissioners of Woods without the consent in writing of the Commissioners of Woods on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby authorised to 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 exercisable by the Queen's Majesty Her heirs or successors.

Interest not to be paid on calls paid up.

58. 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 any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

59. 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.

60. Nothing in this Act contained shall exempt any company named 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.

A.D. 1895.
—

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

Costs of Act.

A.D. 1895.

SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE:

DESCRIBING LANDS BUILDINGS AND MANUFACTORIES OF WHICH PORTIONS ONLY MAY BE REQUIRED.

Parish.	Numbers on Plans deposited with respect to this Act.
Saint Mary Nottingham - - - -	28 35 36 37
Basford - - - -	18
Arlesey - - - -	50

THE SECOND SCHEDULE.

AN AGREEMENT made the 31st day of January 1895 between THE WAINFLEET AND FIRSBY RAILWAY COMPANY (herein-after called "the Wainfleet Company") of the one part and THE GREAT NORTHERN RAILWAY COMPANY (herein-after called "the Great Northern Company") of the other part.

WHEREAS the Wainfleet Company under the authority of the Wainfleet and Firsby Railway Act 1869 and the Wainfleet and Firsby Railway (Extension to Skegness) Act 1872 have constructed and are the owners of railways from Firsby to Wainfleet All Saints and from Wainfleet All Saints to Skegness in the county of Lincoln which railways have since the opening thereof been worked by the Great Northern Company:

And whereas the Wainfleet Company have agreed to sell their railways and undertakings to the Great Northern Company on the terms herein-after mentioned:

Now these presents witness that it is hereby mutually agreed between the parties hereto as follows (that is to say):—

1. The Wainfleet Company shall sell and the Great Northern Company shall purchase for the price or sum of £76,500 the undertakings of the

Wainfleet Company as herein-after defined free from incumbrances except the mortgage or debenture debt of the Wainfleet Company amounting to £15,000 and except the annual rentcharges created by the Wainfleet Company as compensation for lands taken or injuriously affected amounting in all to £192. 11s. 10d. The expression "the undertaking of the Wainfleet Company" includes all and singular the railways stations buildings works conveniences lands (including superfluous lands) easements property rights powers and privileges of the Wainfleet Company (herein-after in this agreement referred to as "the said undertaking").

2. The Great Northern Company shall take over as from the date of the completion of the purchase herein-after mentioned the said mortgage or debenture debt of the Wainfleet Company amounting to £15,000 the particulars whereof are specified in the schedule herein-after contained and shall relieve that company from all liability in respect thereof and of all interest accruing thereon after the said date of completion and shall also relieve the Wainfleet Company from all liability in respect of the said rentcharges accruing after that date and the Wainfleet Company shall not after the date of these presents create any further mortgage or debenture debt other than the mortgage or debenture debt aforesaid.

3. The Wainfleet Company shall pay and discharge the interest on the said mortgage and debenture debt and the said rentcharges up to the said date of completion and also all other outgoings (if any) payable by the Wainfleet Company and shall be entitled to their proportion of the receipts of the said undertaking up to the said date of completion in accordance with the terms whereby the railways of the Wainfleet Company are now worked by the Great Northern Company and if necessary for the purposes of giving effect to this article such interest rentcharges outgoings and receipts shall be apportioned between the Wainfleet Company and the Great Northern Company.

4. The purchase shall be completed and the purchase money paid on the 1st day of January 1896 at the office of Mr. George Walker at Spilsby the Wainfleet Company's solicitor or at such other place as may be mutually agreed upon and the receipt of the Wainfleet Company under their common seal for the said purchase money shall effectually discharge the Great Northern Company from the same and they shall not be bound to see to the application or be answerable for the loss or misapplication thereof and on such payment as aforesaid the Wainfleet Company shall hand over to the Great Northern Company all books deeds muniments of title maps awards agreements instruments and documents relating to the said undertaking as also the common seal of the Wainfleet Company.

5. The Wainfleet Company shall within one month from the passing into law of the Bill confirming this agreement deliver to the Great Northern Company an abstract of their title to the lands and properties included in their undertaking or with regard to any part or parts of the said lands and properties to which the Wainfleet Company shall be unable to produce any conveyance or other muniment of title they shall furnish to the Great Northern Company such a statutory declaration or declarations or other evidence as the Great Northern Company may require that the Wainfleet Company have purchased the same respectively and have been in uninter-

A.D. 1895. rupted and peaceable possession and enjoyment of such respective lands and properties for twenty years and upwards and so shall deduce a good holding title to the whole of their said lands and properties for an estate of inheritance in fee simple.

6. All objections and requisitions in respect of the title or the abstract or anything appearing therein shall be stated in writing and sent to the Wainfleet Company's solicitor within one month from the delivery of the abstract and all objections and requisitions not sent within that time shall be deemed to be waived.

7. After the completion of the purchase the Wainfleet Company shall subsist only for the purpose of winding up their affairs and distributing the purchase money and the Bill to be promoted by the Great Northern Company as herein-after provided shall contain all proper provisions for the winding up and dissolution of the Wainfleet Company.

8. The said purchase money shall be applied by the Wainfleet Company in payment of all their debts and liabilities other than those taken over by the Great Northern Company under this agreement and the balance shall be distributed amongst the shareholders of the Wainfleet Company rateably.

9. The two companies may by agreement between themselves vary the dates herein-before fixed for the payment of the purchase money the delivery of the abstract and requisitions and the stipulations incidental thereto.

10. The Great Northern Company will at their own expense promote in the ensuing session of Parliament a Bill for confirming or carrying into effect the provisions of this agreement and for effectually vesting the said undertaking in the Great Northern Company and will use their best endeavours to secure the passing thereof and the Wainfleet Company will if requested by the Great Northern Company support the said Bill and use their best endeavours to secure the passing thereof.

11. This agreement is made subject to the approval of Parliament and to such alterations as either House of Parliament may think fit to make therein but in the event of either House of Parliament making any material alteration therein it shall be in the option of either party to withdraw from the same and if the said Bill does not pass into law before the 31st day of December 1895 this agreement shall be void.

12. If any dispute at any time arise between the parties hereto with reference to the true construction of this agreement or with reference to anything to be done thereunder or otherwise under or in relation thereto such dispute shall be referred to an arbitrator to be agreed on between the parties or failing such agreement to be appointed by the Board of Trade at the request of either party and the decision of such arbitrator shall be final and the costs of the reference shall be in his discretion and borne as he shall direct.

In witness whereof the said companies have caused their respective common seals to be affixed the day and year first before written.

The SCHEDULE before referred to.

A.D. 1895.

PART I.

WAINFLEET AND FIRSBY RAILWAY COMPANY.

SCHEDULE OF MORTGAGE DEBENTURES.

No. of Bond.	Name of Holder.	Amount.	Rate of Interest.	When repayable.
		£	Per cent.	1897.
31	James Bradford - - -	1,000	4	July 20.
19 } 20 }	Frederick Curtois and Walter Martin - - - - -	{ 500 500	3½ 3½	1899. November 15. do.
21	Mary Chatterton - - -	500	3½	1900. January 1.
22	Do. - - - - -	500	3½	do.
25	Rebecca Martin - - -	500	3½	1907. January 1.
26	Maria Martin - - - -	500	3½	do.
29 } 30 }	J. W. Rowland and W. M. Cas- well - - - - -	{ 500 500	3½ 3½	1900. January 1. do.
27	Ernest Martin - - - -	500	3½	1901. January 1.
28	Do. - - - - -	500	3½	do.
		£6,000		

A.D. 1895.

PART II.

WAINFLEET AND FIRSBY (EXTENSION TO SKEGNESS)
RAILWAY.

SCHEDULE OF MORTGAGE DEBENTURES.

No. of Bond.	Name of Holder.	Amount.	Rate of Interest.	When repayable.
		£	Per cent.	1897.
52	James Bradford - - -	500	4	July 20.
53	G. R. Cowen - - -	1,000	4	August 19.
55	J. M. Perry and E. S. Cowen -	1,000	4	do.
				1899.
47	Mary Chatterton - - -	500	3½	September 25.
48	Do. - - -	500	3½	do.
34	M. R. Robinson - - -	500	3½	November 1.
35	Do. - - -	500	3½	December 1.
				1906.
36	George Martin and Gilson -	500	3½	December 22.
37	Do. - - -	500	3½	do.
38	Do. - - -	500	3½	do.
40	Rebecca Martin - - -	500	3½	do.
41	Maria Martin - - -	500	3½	do.
				1899.
39	Rev. J. F. Barton - - -	500	3½	December 22.
				1900.
46	Do. - - -	500	3½	March 25.
45	Jane Walker - - -	500	3½	June 22.
44	Ernest Martin - - -	500	3½	November 6.
		£9,000		

The common seal of the Wainfleet and Firsby Railway
Company was hereunto affixed in the presence of
ROBT. JAS. HARWOOD
Director.



The common seal of the Great Northern Railway
Company was hereunto affixed in the presence of
L. C. PROBYN
Director.



Printed by EYRE and SPOTTISWOODE,
FOR
T. DIGBY FIGOTT, Esq., C.B., the Queen's Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller, from
EYRE AND SPOTTISWOODE, EAST HARDING STREET, FLEET STREET, E.C.; or
JOHN MENZIES & Co., 12, HANOVER STREET, EDINBURGH, and
90, WEST NILE STREET, GLASGOW; or
HODGES, FIGGIS, & Co., LIMITED, 104, GRAFTON STREET, DUBLIN.