

[61 & 62 VICT.] *Lancashire, Derbyshire and* [Ch. ccxlviii.]  
*East Coast Railway Act, 1898.*



### CHAPTER ccxlviii.

An Act to authorise the Lancashire Derbyshire and East Coast Railway Company to construct certain new and substituted railways in connexion with their Chesterfield and Lincoln separate undertaking to raise additional capital and for other purposes. A.D. 1898.

[12th August 1898.]

**W**HEREAS by the Lancashire Derbyshire and East Coast Railway Act 1891 (herein-after called "the Act of 1891") the Lancashire Derbyshire and East Coast Railway Company (herein-after called "the Company") were incorporated and authorised to construct a railway from Warrington in Lancashire to Sutton-on-Sea on the coast of Lincolnshire :

And whereas by the Lancashire Derbyshire and East Coast Railway Act 1892 (herein-after called "the Act of 1892") the Company were authorised to construct branch railways and other works and to acquire the undertaking of the North Sea Fisheries (East Lincolnshire) Harbour and Dock Company :

And whereas by the Lancashire Derbyshire and East Coast Railway Acts 1893 and 1894 (herein-after respectively referred to as "the Act of 1893" and "the Act of 1894") the Company were authorised to divert and alter the line and levels of portions of their railway authorised by the Act of 1891 and to exercise the other powers in those Acts mentioned :

And whereas by the Lancashire Derbyshire and East Coast Railway Act 1895 (herein-after called "the Act of 1895") the Company were authorised to deviate a further portion of their railway to acquire additional land to constitute their railway and branch railways between Chesterfield and Lincoln a separate undertaking to issue a limited amount of preference shares for the purposes thereof to abandon so much of their authorised railways as was intended to be situate westward of Chesterfield and extend

[Ch. ccxlviii.] *Lancashire, Derbyshire and* [61 & 62 VICT.]  
*East Coast Railway Act, 1898.*

A.D. 1898. the time for the purchase of land and constructing the railways and works between Lincoln and the East Coast:

And whereas by the Lancashire Derbyshire and East Coast Railway Act 1896 (herein-after called "the Act of 1896") the Company were authorised to construct certain branch railways to divert a portion of railway authorised by the Act of 1891 and to acquire additional lands:

And whereas by the Lancashire Derbyshire and East Coast Railway Act 1897 (herein-after called "the Act of 1897") the Company were empowered to construct branch railways acquire additional lands and raise additional capital in connexion with their Chesterfield and Lincoln separate undertaking:

And whereas it is expedient that the Company be authorised to make the new or substituted branch railways herein-after described and to abandon certain other railways authorised by the Acts of 1892 1896 and 1897:

And whereas it is expedient that the Company should be authorised to acquire maintain and manage hotels refreshment rooms and posting establishments and to enter into and carry into effect agreements with the owners or lessees of hotels refreshment rooms or posting establishments and subscribe and apply moneys towards the same:

And whereas it is expedient that the Company should have power to create and issue for the purposes of this Act an additional amount of debenture stock on the terms and conditions herein-after specified:

And whereas it is expedient that the agreement between the Company and the Midland Railway Company with respect to the user of portions of the Midland Railway near Mansfield be confirmed:

And whereas it is expedient that powers should be conferred upon the Company and the Great Northern Railway Company for the interchange of running powers as in this Act provided:

And whereas plans and sections showing the lines and levels of the branch railways and works authorised by this Act and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county of Derby and are herein-after referred to as the deposited plans sections and books of reference:

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



[61 & 62 VICT.] *Lancashire, Derbyshire and* [Ch. ccxlviii.]  
*East Coast Railway Act, 1898.*

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

A.D. 1898.

1. This Act may be cited as the Lancashire Derbyshire and East Coast Railway Act 1898.

Short title.

2. The following Acts and parts of Acts are (so far as the same are applicable and except where expressly varied by or inconsistent with this Act) incorporated with and form part of this Act (that is to say) The Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and Part I. (relating to construction of a railway) of the Railways Clauses Act 1863.

Incorporation of Acts.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction.

Interpretation.

4. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways and works herein-after described in the county of Derby with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose:

Power to construct branch railways.

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

(1) A railway one mile two furlongs one chain in length situate wholly within the parish of Hasland (ancient parish of Chesterfield) commencing by a junction with the Company's siding on the south side of their railway at a point one hundred yards or thereabouts measured in a south-easterly direction from the north-east corner of the engine shed at the Company's Chesterfield Station and terminating in the field numbered 315 on the 25-inch Ordnance map 1877 edition at a point 133 yards or thereabouts measured due south-east from the junction of the fences forming the north-west corner of the said field:

(2) A railway one mile two furlongs eight chains in length wholly within the parish of Calow (ancient parish of Chesterfield) commencing thirty feet or thereabouts southward of the centre line of the Company's railway at a point forty

[Ch. ccxlviii.] *Lancashire, Derbyshire and* [61 & 62 VICT.]  
*East Coast Railway Act, 1898.*

A.D. 1898.

yards or thereabouts measured in a westerly direction along the said railway from the mile post thereon indicating two miles from Chesterfield and terminating by a junction with the Temple Normanton and Grassmoor Railway (A) thirdly described in and authorised by the Lancashire Derbyshire and East Coast Railway Act 1897 at a point thereon marked one mile and two furlongs from the commencement of the said railway (A) as shown on the deposited plans thereof referred to in the said Act of 1897.

Power to cross certain road on the level.

5. 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 with a single line only whilst the railway shall consist of a single line and afterwards with a double line only across and on the level of the road next herein-after mentioned (that is to say) :—

No. on deposited Plan.	Parish.	Description of Road.
TEMPLE NORMANTON AND GRASSMOOR BRANCH RAILWAY. DEVIATION OF RAILWAY (A.)		
36	Calow	Public

Period for compulsory purchase of lands.

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

Power to take easements &c. by agreement.

7. 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 this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which other than the grantors have an interest) required for the purposes of this Act in under 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.

Owners may be required to sell parts only of

8. And whereas in the construction of the railway and works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of the houses or other buildings



A.D. 1898.

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 houses or other buildings or manufactories 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.

certain  
lands and  
buildings.

9. The Company shall not under the powers of this Act purchase or acquire in any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Local Government Board ten or more houses which were not so occupied on the said fifteenth day of December but which have been or shall be subsequently so occupied.

Restriction  
on taking  
houses of  
labouring  
class.

For the purposes of this section the expression "labouring class" means and 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 of such persons who may be residing with them

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

Period for  
completion  
of works.

A.D. 1898.

Railways to form part of railway of Company.

11. The railways and works 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 railway of the Company and be comprised in their Chesterfield and Lincoln Separate Undertaking.

Power to apply funds.

12. The Company may apply for any of the purposes of this Act to which capital is properly applicable any moneys which they are authorised by the Act of 1891 the Act of 1892 and the Act of 1897 to raise by shares or stock debenture stock or borrowing Provided that no part of such moneys forming part of the capital of or charged upon the Chesterfield and Lincoln Separate Undertaking shall be applied except for the purposes of that undertaking.

Additional debenture stock.

13. For the purposes and subject to the provisions of this Act and of Part III. so far as applicable of the Companies Clauses Act 1863 the Company may create and issue additional debenture stock to an amount not exceeding one hundred thousand pounds to be charged on the Chesterfield and Lincoln Separate Undertaking and such debenture stock shall not be issued under par value and shall bear interest at such rate not exceeding four per centum per annum payable half-yearly on the nominal amount thereof as shall be attached thereto on the issue thereof.

Debenture stock to be terminable and redeemed within time specified.

14. The debenture stock authorised by this Act and the interest thereon shall rank next after the existing debenture stock charged upon the said separate undertaking and the interest thereon and in priority to all preference and other shares or stock and the dividends thereon and such first mentioned debenture stock shall be terminable and be redeemed by the Company at such premium not exceeding ten per centum and at such date or dates not exceeding ten years from the date of issue or in such other manner as the Company may determine at the time of creating or issuing such stock.

Application of debenture stock.

15. The said debenture stock or the money to be raised by the issue thereof shall be applicable and applied to the following purposes or some of them or some part or parts thereof respectively and the order or rotation of such purposes or parts thereof shall be in the absolute discretion of the directors:—

In payment of the rolling stock now under order after the satisfactory completion and delivery thereof;

In payment of the cost of completing the colliery and other branch railways now in course of construction;



In discharge of all or some of the contract and other debts and obligations or other purposes of the Company to which capital is properly applicable. A.D. 1898.  
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16. The Great Eastern Railway Company shall have the right to run over and use with their engines carriages and waggons officers and servants for the purposes of traffic of every description the railways authorised to be constructed by this Act and any sidings or other works or conveniences which may be constructed in connexion with any such railways and may exercise the like powers and privileges with regard to the same as are conferred on the Great Eastern Railway Company by the agreement dated the twenty-fourth day of April one thousand eight hundred and ninety-one set forth in the Second Schedule to the Act of 1891 with reference to the railways and other works therein mentioned. Great Eastern Company to run over new railways.

17. 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 by this Act authorised and with respect to the making and maintaining of that railway 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 protection of Midland Railway Company.

- (1) The bridge carrying Railway No. 1 over the Midland Company's Brampton Branch shall be constructed of a clear span of not less than twenty-eight feet measured on the square with a clear headway throughout of fourteen feet six inches and such headway shall at all times hereafter be maintained at the same height above Ordnance datum at which according to this enactment it shall be constructed:
- (2) The said bridge shall be constructed of such design and in such manner as shall be reasonably approved by the principal engineer of the Midland Company within twenty-one days after plans and drawings shall have been submitted to him or in case of difference between him and the engineer of the Company by an arbitrator appointed as herein-after provided:
- (3) The Midland Company shall grant and the Company shall acquire an easement or right of constructing and maintaining the said bridge over the Midland Company's said railway and shall not except for the purpose of constructing and maintaining the said bridge enter upon or use any lands works or property of the Midland Company:
- (4) If by reason of the construction of the said bridge it shall become necessary to add to or alter any signal cabins signal

A.D. 1898.  
—

posts signals or other works on the railway of the Midland Company that company shall make such additions or alterations and the expense thereof shall be repaid to them by the Company forthwith on demand and the cost of maintenance and working of any such additional or altered signal cabins signal posts signals or other works as shall have become necessary by reason of the works of the Company shall forthwith on demand be repaid to the Midland Company by the Company :

(5) The Company shall bear and on demand pay to the Midland Company the expense of the employment by that company during the construction of the said bridge 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 the said work 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 :

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

(7) 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.

Company  
may abandon  
railways and  
portions of  
authorised  
railways.

18. The Company shall abandon the construction of so much of the Temple Normanton and Grassmoor Branch Railway (A) thirdly described and authorised by the Act of 1897 as extends from the commencement thereof to the point marked one mile and two furlongs on the plans deposited for the said Act of 1897 as will be



[61 & 62 VICT.] *Lancashire, Derbyshire and* [Ch. cxxlviii.]  
*East Coast Railway Act, 1898.*

rendered unnecessary by the construction of the railways described in section 4 of this Act and the Company may also abandon the Clowne Colliery Branch Railway described in and authorised by the Act of 1892 and the Shirebrook Branch Railway described in and authorised by the Act of 1896. A.D. 1898.

19. The abandonment by the Company under the authority of this Act of any railway or portion of any railway or works shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or in the Acts of 1892 1896 and 1897. Compensation for damage to land by entry &c. for purposes of portions of railway abandoned.

20. Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portion of railway or works authorised to be abandoned by this Act the Company shall be released from all liability to purchase or to complete the purchase of any such lands but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act 1845 as amended by any subsequent Act for determining the amount and application of compensation paid for lands taken under the provisions thereof. Compensation to be made in respect of portions of railway abandoned.

21. The Company may on any lands of the Company adjacent or near to a station of the Company erect hold maintain manage and work as part of their undertaking any hotels or refreshment rooms and may furnish stock and equip the same and manage and conduct the business thereof and employ officers managers and servants therein or in connexion therewith and may for the purposes aforesaid apply their corporate funds and by agreement purchase take on lease acquire and hold any lands tenements or hereditaments Power to provide hotels refreshment rooms &c.

[Ch. ccxlviii.] *Lancashire, Derbyshire and* [61 & 62 Vict.]  
*East Coast Railway Act, 1898.*

A.D. 1898. necessary proper or convenient for such purposes or any of them and for the purposes of any licence for any hotel refreshment rooms or other like accommodation erected or provided or to be erected or provided by the Company at any station on their railway any permanent officer of the Company appointed for the purpose or the tenant thereof as the case may be if designated as such by the Company shall be deemed to be the real resident holder and occupier of the premises for which the licence is granted. Provided that the total amount expended out of capital for the purposes aforesaid shall not exceed twenty thousand pounds.

Company may provide work and use coaches &c.

22. The Company may from time to time provide own work and use or discontinue coaches cars and other vehicles for the conveyance of passengers and passengers' luggage and parcels at the stations at Chesterfield Edwinstowe and Lincoln and may make charges in respect of such conveyance and enter into contracts and agreements with any company or person with reference to the supply and working of coaches cars and other vehicles and the Company may apply their corporate funds to the purposes aforesaid or any of them.

Confirmation of agreement with the Midland Railway Company.

23. The agreement dated the first day of December one thousand eight hundred and ninety-seven between the Company and the Midland Railway Company contained in the Second Schedule to this Act with respect to the user of portions of the Midland Railway near Mansfield is hereby confirmed and made binding upon the companies parties thereto.

Great Northern Company to complete Leen Valley line.

24. The Great Northern Railway Company (in this Act called "the Great Northern Company") shall complete the Leen Valley Extension Railways and the Railway No. 9 authorised by the Great Northern Railway Act 1898 with all reasonable despatch and open the same for traffic.

Power to Company to run over and use Great Northern Railways.

25.—(1) Subject as herein-after mentioned the Company may run over work and use with their engines carriages waggons and officers and servants for the purposes of traffic of every description the railways portions of railway and stations next herein-after mentioned or any part or parts thereof respectively (that is to say):—

(A) The Leen Valley Extension Railway of the Great Northern Company between Langwith Junction and Kirkby Colliery and Kirkby in Ashfield Station including that colliery and station and all intermediate collieries stations and branches ;



[61 & 62 VICT.] *Lancashire, Derbyshire and* [Ch. ccxlviii.]  
*East Coast Railway Act, 1898.*

- (B) The Great Northern Railway between Pye Wipe Junction and the commencement near Longwood of the "Washingborough Junction Railway" authorised by the Lancashire Derbyshire and East Coast Railway Act 1892 subject as regards the use of any level crossing to the provisions for the protection of the Lincoln Corporation contained in the Lancashire Derbyshire and East Coast Railway Act 1891 ; A.D. 1898.
- (C) The railway of the Great Northern and Great Eastern Joint Committee between the junction thereof with the Company's Railway near the said Pye Wipe Junction and Greetwell Junction and also the Great Northern Railway from the said Greetwell Junction to the junction of the Great Northern Company at or near Washingborough Station ;
- (D) The Louth and East Coast Railway between Mablethorpe and Louth Stations including the use of those stations ;
- (E) The Sutton and Willoughby Railway and the Sutton and Willoughby (Mablethorpe Extension) Railway ;
- (F) The Great Northern Railway between the commencement near Longwood of the Washingborough Junction Railway above mentioned and Boston Station including that station and the Corporation Dock at Boston ;
- (G) The Great Northern Company's Louth and Lincoln Railway between the junction thereof with the Railway No. 24 authorised by the Lancashire Derbyshire and East Coast Railway Act 1891 and the Great Northern Company's station at Louth including that station ;
- (H) The Great Northern Company's Railway between the said Louth Station and the junction of such railway with the Louth and East Coast Railway ;
- (I) The railway at Langwith (No. 9) authorised by the Great Northern Railway Act 1898 :

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

(2) Nothing in this section is to confer on the Company any greater or other powers over or in respect of the said railways than the Great Northern Company can grant.

26.—(1) The Great Northern Company may run over work and use with their engines carriages waggons and officers and servants for the purposes of traffic of every description the railways portions

Power to  
Great  
Northern  
Company to

A.D. 1898.

run over and  
use portions  
of railways  
of Company.

of railway and stations of the Company next herein-after mentioned or any part or parts thereof respectively (that is to say):—

(A) The whole of the railways and undertaking of the Company constructed or authorised at the date of the passing of the Great Northern Railway Act 1898 except so much of the Bighton Branch as lies to the north of the junction therewith of the Langwith Colliery Railway;

(B) Both of the railways authorised by this Act:

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

(2) Nothing in this section shall confer on the Great Northern Company any greater or other powers over or in respect of so much of the Railway No. 2 in the parish of Calow authorised by this Act as lies to the south of the Calow Colliery than the Company can grant.

Terms and  
conditions  
of user of  
Great  
Northern  
and Lanca-  
shire Derby-  
shire and  
East Coast  
Railways.

**27.** The terms and conditions upon which the Great Northern Company and the Company shall be entitled respectively to run over work and use the respective railways and portions of railways stations works and conveniences in the last two preceding sections enumerated shall be as follows:—

(1) The running company shall have (so far as the owning company can lawfully grant the same) access to all works collieries factories and other premises connected with the said railways over which running powers are respectively conferred by the last two preceding sections:

(2) If any station be used by the running company as a terminus for their passenger trains payment shall be made by the running company for such user and for any services rendered by the owning company at such station:

(3) If any engine sheds or water for engines be used by the running company the same shall be paid for separately by such company:

(4) Subject as mentioned in subsection 8 of this section each company shall be entitled to the terminals at their own stations:

(5) The terminal on coal and coke traffic shall be sixpence per ton in London and twopence per ton at all other stations All other terminals shall be those provided by the regulations for the time being of the Railway Clearing House:



- (6) The running company shall have the right to fix their own fares rates and charges which subject to terminal allowances paid on paid outs proportions payable or due to other companies and Government duty being first deducted shall be divided by mileage upon Railway Clearing House principles :
- (7) Each company may provide their own separate goods station at any place on the railways of the other company over which they have running powers under the last two preceding sections and the running company so providing their own goods station shall in the apportionment of rates be entitled to the terminals in respect of all through traffic to or from such station :
- (8) Either company may employ at any station of the other company to which they have running powers under the last two preceding sections and whether such running powers are exercised or not their own cartage agents canvassers clerks and other officers and in the apportionment of the rates for through traffic to and from such station such company shall in respect of the work done by such agents canvassers clerks or officers and in respect of any other work done by such company covered by the terminals be entitled to such reasonable proportion of the terminals as shall be agreed on or as failing agreement shall be settled by arbitration :
- (9) The running company shall be allowed for haulage twenty-seven and a half per cent. of the mileage proportion of receipts due to the owning company after the deductions herein referred to :
- (10) The running company shall not carry the owning company's local traffic without the consent of the owning company :
- (11) In running over working or using any railways portions of railway stations sidings and conveniences as aforesaid the two companies shall at all times observe the regulations and byelaws for the time being in force on the undertaking so used so far as such byelaws shall be applicable to the running company so running over working or using such railway stations sidings and conveniences :
- (12) The two companies shall at all times afford to each other all reasonable facilities as between friendly railway companies for the forwarding and passage of traffic of every description over their respective railways and shall accommodate manage and forward such traffic as effectually regularly and expeditiously as if it were their own traffic :

A.D. 1898.

(13) All receipts arising from through traffic exchanged under this section between the railways of the two companies shall be divided by mileage upon Railway Clearing House principles after deduction of such Clearing House terminals as are usual for the time being and paid ons and paid outs proportions payable to other companies and Government duty and there shall be a complete system of through booking and invoicing and through rates and fares and so far as reasonably may be through waggons and carriages between all stations on the lines of the two companies such rates and fares to be settled failing agreement by arbitration :

(14) As to through traffic passing over the railways of the two companies whether the running powers be exercised or not the following routes shall be observed by the companies and the traffic shall for the purposes of account be deemed to have passed accordingly :—

ROUTE TABLE.

Group.	Traffic passing between		To pass via
	Great Northern Stations.	Lancashire and Derbyshire Stations.	
1	East of the Great Northern main line south of the Humber and north of and excluding the Boston and Sleaford Railway but including in this group Boston station and dock.	All stations - -	Lincoln.
2	All stations on the Boston and Sleaford Railway (excepting Boston) and south thereof excluding stations in Group 4.	All stations west of the Great Northern main line.	Tuxford.
3	All stations on the Boston and Sleaford Railway (excepting Boston) and south thereof excluding stations in group 4.	All stations east of the Great Northern main line.	Lincoln.
4	All stations west of an imaginary line shown on the plan herein - after referred to connecting Tuxford and Windsor and south of the Lancashire Derbyshire and East Coast Railway.	All stations - -	The most convenient junction as may from time to time be agreed on.
	All stations - - -	Langwith Colliery -	Ditto.
	All other stations - -	—	Tuxford.



For the purposes of this subsection—

A.D. 1898.

The expression "Lancashire and Derbyshire stations" shall mean and include any station or siding on the Lancashire Derbyshire and East Coast Railway (or upon any extension of such railway within the zone of country coloured yellow upon the map signed in duplicate by the Right Honourable James William Lowther the Chairman of the Committee of the House of Commons to which the Bill for this Act was referred) and any works factory or colliery connected with such railway;

The expression "Great Northern stations" shall mean and include any station or siding situate upon the Great Northern Company's railway or any railway worked by them and any works factory or colliery connected with such railways;

The expression "traffic" shall mean and include all kinds of traffic not being passengers or live stock which shall not be specially consigned by the public by a route conflicting with the above arrangements;

This subsection shall extend and apply to traffic whether arising upon the railways of either of the two companies or passing on to such railways from a company beyond:

- (15) All differences which may at any time arise between the two companies under this section shall be determined by an arbitrator to be appointed from time to time by the Board of Trade on the application of either of the said companies.

**28.** During the exercise of running powers under the provisions of this Act over the railways of the Company or of any other company the railways of the owning company and of the company or companies exercising such powers shall for the purpose of short distance rates and charges be considered as one railway and in estimating the amount of rates and charges in respect of passengers conveyed partly on the railway of the Company and partly on the railway of any other company for a less distance than three miles rates and charges may be charged as for three miles and for every mile or a fraction of a mile beyond three miles as for one mile only and in estimating the amount of rates and charges in respect of merchandise traffic conveyed partly on the railway of the Company and partly on the railway of any other company the Company shall be deemed to be a company connected with the Great Northern Railway Company and specified in the appendix to the schedule to the Great Northern Railway Company (Rates and Charges) Order confirmed by the Great Northern Railway Company (Rates and Charges) Order Confirmation Act 1891.

Short distance charge in case of exercise of running powers.

A.D. 1898.

Heads of arrangement between Great Northern Company and Company of no further validity.

**29.** The heads of arrangement between the Company and the Great Northern Company dated respectively the tenth of June one thousand eight hundred and ninety-two and the thirteenth of May one thousand eight hundred and ninety-seven shall be of no further validity.

Interest not to be paid out of capital.

**30.** No interest or dividend shall be paid out of any share or loan capital which the Company are by this Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

**31.** 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.

**32.** Nothing in this Act contained shall exempt the Company or any other company named in this Act or the railways of any 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.

Costs of Act.

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



SCHEDULES referred to in the foregoing Act.

A.D. 1898.

FIRST SCHEDULE.

LANDS HOUSES BUILDINGS or MANUFACTORIES of which  
 Portions only may be required.

Parish.	Number on deposited Plan.
RAILWAY No. 1.	
Hasland - - - -	7 11.

SECOND SCHEDULE.

AN AGREEMENT made the 1st day of December 1897 between the MIDLAND RAILWAY COMPANY (herein-after called "the Midland Company") of the one part and the LANCASHIRE DERBYSHIRE AND EAST COAST RAILWAY COMPANY (herein-after called "the Derbyshire Company") of the other part.

WHEREAS the Derbyshire Company are authorised by the Lancashire Derbyshire and East Coast Railway Act 1897 to construct—

- (1) A junction railway near Shirebrook (herein-after called "the Shirebrook Junction") between their railway and the Mansfield and Worksop Railway of the Midland Company;
- (2) A short railway at Mansfield (herein-after called "the Mansfield Junction") forming a junction with the Midland Company's said Mansfield and Worksop Railway:

And whereas it is to the interest of both the Companies parties hereto that an arrangement should be made for the mutual exercise by them of such running powers as are herein-after referred to:

A.D. 1898. Now it is hereby agreed between the parties hereto as follows:—

- (1) From and after the opening for public traffic of the proposed Shirebrook Junction the Midland Company may run over and use with their engines carriages and trucks of every description and with their clerks officers and servants for the purposes of traffic of all descriptions the said Shirebrook Junction and may in like manner run over and use for the purpose of coaching traffic only such part of the Derbyshire Company's Railway as lies between the Shirebrook Junction and the Edwinstowe Station including that station :
- (2) From and after the opening for public traffic of the Shirebrook Junction and the completion of their goods station at Mansfield the Derbyshire Company may run over and use with their engines waggons and trucks of every description and with their clerks officers and servants for the purposes of goods and mineral traffic of all descriptions destined to or from their goods station at Mansfield (but not for coaching traffic) such part of the Midland Company's Mansfield and Worksop Railway as lies between the Shirebrook Junction and the proposed junction at Mansfield :
- (3) The terms and conditions upon which the said running powers are to be exercised are to be—
  - (a) With respect to goods and mineral traffic the Company owning the portion of railway run over shall be entitled to receive from the Company exercising the running powers a mileage proportion calculated upon the actual mileage of the rates and charges received by the running Company after deduction of usual clearing house terminals of goods and mineral traffic other than coal and coke traffic and terminals to be agreed or settled in case of difference by arbitration on coal and coke traffic and after deduction of "paid ons" and "paid outs" proportions due to other companies and any other sums proper to be deducted in accordance with ordinary clearing house practice and with an allowance for working expenses to the Company exercising running powers of  $27\frac{1}{2}$  per cent. of the said mileage proportion ;
  - (b) In respect of coaching traffic the Derbyshire Company shall be entitled to receive from the Midland Company as between Shirebrook Junction and Edwinstowe (a) a mileage proportion similarly calculated and subject to like deductions and subject also to the like allowances of  $27\frac{1}{2}$  per cent. to the Midland Company for working expenses and (b) a payment from the Midland Company by way of rent for station accommodation at Edwinstowe such rent to include (by way of description but not of limitation) accommodation for carriages water supply for the cleaning of rolling stock clerkage platform and booking office accommodation station staff and station services if rendered including separate accommodation for the booking clerks and station inspector if the Midland Company elect to employ their own booking clerk and station



inspector The amount of which rent (which shall not in any case exceed fifty pounds per annum for the first three years) shall be determined by arbitration in case of difference with power to either the owning or running company to require revision at intervals of not less than ten years Provided always that the said rent shall not include shed or turntable accommodation for engines or water supply for engines all of which if and so far as required by the running company shall be paid for separately at a rate which failing agreement shall be fixed by arbitration as aforesaid :

- (4) The Midland Company may if they think fit employ their own carts and carters or other servants as aforesaid for the purpose of collecting and delivering parcels at Edwinstowe and shall in the event of their exercising this power be allowed by the Derbyshire Company an adequate carting rebate the amount of which shall in case of difference be settled by arbitration as aforesaid :
- (5) The Midland Company shall work a sufficient service of passenger trains between Mansfield and Edwinstowe under their running powers conferred by this agreement to enable passengers to interchange between the two systems of the respective Companies parties hereto avoiding as far as is commercially practicable change of carriage and the extent of such service shall be agreed with the Derbyshire Company from time to time or in case of difference shall be determined by arbitration at the instance of either Company :
- (6) If by reason of the service of passenger trains between Mansfield and Edwinstowe to be worked by the Midland Company under this agreement that Company shall at any time hereafter find it necessary (1) to provide and maintain additional station accommodation at Mansfield or (2) to incur extra expense for station staff then the Derbyshire Company shall bear and pay to the Midland Company such a proportion of the additional annual charge incurred on either or both of such accounts respectively as shall be determined in case of difference by arbitration Provided that for the first three years after the commencement of the service the charge (if any) to be made against the Derbyshire Company under this clause shall not exceed one hundred and fifty pounds per annum :
- (7) In the exercise of the running powers by this agreement conferred the running Company shall have the right to fix its own rates fares and charges but if the owning Company shall complain that any such through rates fares and charges are unduly low that Company shall have the right to require that an arbitrator shall decide whether such complaint is well founded and if the arbitrator shall so decide he may award an additional payment to be made to the owning Company beyond the mileage proportion herein-before prescribed :
- (8) The rates fares and charges in respect of traffic interchanged under this agreement shall be determined by agreement or in case of difference by arbitration :

[Ch. ccxlviii.] *Lancashire, Derbyshire and* [61 & 62 VICT.]  
*East Coast Railway Act, 1898.*

A.D. 1898.

- (9) In exercising running powers under this Agreement neither Company shall be entitled to carry the local traffic of the owning Company without the consent in writing of that Company :
- (10) In exercising running powers under this Agreement the running Company and the owning Company respectively shall be responsible for the acts and defaults of their own servants and for the condition of their respective rolling stock signals and permanent way :
- (11) The running powers by this Agreement conferred upon the Derbyshire Company shall extend to and be exerciseable under the same terms and conditions by the Great Eastern Railway Company when running over and using the Derbyshire Company's Railway upon the Great Eastern Company delivering to the Midland Company an undertaking in writing under their common seal to observe and perform the conditions of this Agreement as if they were parties hereto and the expression of "running Company" in this Agreement shall include the Great Eastern Company should they elect to make use of such running powers :
- (12) Neither of the Companies parties hereto shall construct or seek power to construct a new line in substitution of the running powers conferred upon them by this Agreement without two years' previous notice to the other Company :
- (13) Any dispute or difference arising directly or indirectly under this Agreement touching any question matter or thing referred to in this Agreement shall be determined in case of difference by a standing arbitrator to be appointed from time to time as occasion may arise by agreement or by the Board of Trade upon the application of either party Sir Charles Scotter shall be the first standing arbitrator and shall be entitled to hold office until the expiration of twelve months after the said railways shall have been opened for traffic and a fresh appointment shall be made at the expiration of each successive period of twelve months the holder of the office being eligible for re-election and in case in any year no fresh appointment shall have been made the arbitrator for the previous year shall if willing to act be deemed to have been re-elected :
- (14) Either of the Companies parties hereto may apply to Parliament to give legislative force to this Agreement as a whole or to any portion thereof which may be found to require Parliamentary sanction and the other Company party hereto shall support such application :
- (15) This Agreement shall not be determinable by notice but nothing in these presents shall preclude either of the Companies parties hereto from referring to arbitration under the Railway Companies Arbitration Act 1859 or any subsisting statutory modification thereof any matter in respect of which such Company may consider that a case of hardship has arisen in working under these presents or from applying for relief in Parliament.



[61 & 62 VICT.] *Lancashire, Derbyshire and* [Ch. ccxlviii.]  
*East Coast Railway Act, 1898.*

IN WITNESS whereof the Companies parties hereto have caused their respective common seals to be hereunto affixed the day and year first before written. A.D. 1898.

The common seal of the Midland Railway Company was affixed hereto in the presence of

L.S.

J. C. CARTER

Director of the Midland Railway Company  
43 Sussex Gardens  
Hyde Park  
London W.

The common seal of the Lancashire Derbyshire and East Coast Railway Company was hereunto affixed in the presence of

L.S.

M. D. HANDCOCK

Secretary.

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