CHAPTER cxix.

An Act for making railways in the county of Derby from the Midland Railway (Dore and Chinley Branch) at Grindleford to the Midland Railway (Derby and Manchester Branch) at Bakewell and for other purposes. A.D. 1903.

[21st July 1903.]

WHEREAS the making and maintaining of the railways by this Act authorised in the county of Derby from the Midland Railway (Dore and Chinley Branch) at Grindleford to the Midland Railway (Derby and Manchester Branch) at Bakewell would be of public and local advantage:

And whereas the persons in that behalf in this Act named with others are willing to undertake the same on the powers hereinafter contained being conferred upon them and it is expedient that they be incorporated into a company (hereinafter called "the Company") for that purpose:

And whereas it is expedient that the working and other agreements with the Midland Railway Company hereinafter mentioned should be authorised and that the other powers contained in this Act be conferred on the Company:

And whereas it is expedient to authorise the payment of interest out of capital during the construction of the railway as hereinafter provided:

And whereas plans and sections showing the lines and levels of the railway authorised by this Act and also a book 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 in the month of November one thousand nine hundred and two and

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are hereinafter respectively referred to as the deposited plans sections and book of reference:

And whereas since the deposit of the said plans sections and book of reference two short deviations of a portion of Railway No. 1 in this Act described have been deemed expedient and plans and sections of such deviations with a book of reference thereto 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 of such deviations have also been deposited with the clerk of the peace for the county of Derby in the month of March one thousand nine hundred and three and are hereinafter referred to as the amended plans sections and book of reference:

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

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

Short title.

1. This Act may be cited as the Grindleford Baslow and Bakewell Railway Act 1903.

Incorporation of Acts.

2. The Companies Clauses Consolidation Act 1845 Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts the Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and Part I. (relating to construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act 1863 are except where expressly varied by this Act) incorporated with and form part of this Act and the provisions of sections 18 to 23 inclusive of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the water and gas mains pipes and apparatus of any local authority and shall be construed as if "local authority" were mentioned in those sections in addition to "company" or "society" Provided that any penalties recovered under section 23 shall be appropriated to that fund of the local authority to which their revenues in respect of water or gas (as the case may be) are appropriated.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be some-

thing in the subject or context repugnant to such construction The expression "the Company" means the Company incorporated by this Act the expressions "the railway" or "the railways" and "the undertaking" mean respectively the railways and the undertaking by this Act authorised.

Company incorporated.

4. Charles Joseph Wills John Mather Frank Myers and all other persons who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a company for the purpose of making and maintaining the railways and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "The Grindleford Baslow and Bakewell Railway Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

Power to make railways.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections as altered by the amended plans and sections the railways hereinafter described with all proper stations sidings junctions approaches works machinery appliances and conveniences connected therewith or incidental thereto and may enter upon take and use such of the lands delineated on the said plans and described in the books of reference deposited therewith as may be required for those purposes The railways hereinbefore referred to and authorised by this Act will be wholly situate in the county of Derby and are—

Railway (No. 1) 6 miles 7 furlongs 6·92 chains in length commencing by a junction with the Midland Railway (Dore and Chinley Branch) at a point at or near the western end of the northern passenger platform at Grindleford Station of the Midland Railway Company in the parish of Hathersage county of Derby and terminating in field No. 85 in the parish of Hassop county of Derby shown on the 25-inch Ordnance map of Derbyshire (2nd edition 1898) at a point 480 feet measured in a south-easterly direction from the point where the north hedge of the said field joins the road from Bakewell to Hassop and 579 feet measured in a north-easterly direction from the point where the south hedge of the said field joins the same road Provided that the portions of the said Railway No. 1 to be deviated as aforesaid shall

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be made and maintained in the line and according to the level shown on the amended plans and sections:

(A) A deviation railway (on the amended plans and sections called No. 1A) 1 mile 1 furlong 4·50 chains in length situated wholly in the urban district of Baslow and Bubnell in the county of Derby commencing by a junction with Railway No. 1 (shown upon the plans and sections deposited with the clerk of the peace for the county of Derby in November one thousand nine hundred and two) at a point 3 miles 6 furlongs 9 chains measured along that railway from the commencement thereof and terminating by a junction with the said Railway No. 1 at a point 4 miles 7 furlongs 8·50 chains measured along that railway from the commencement thereof as marked and measured on the plans and sections deposited with the clerk of the peace for the county of Derby in the month of November last:

(B) A deviation railway (on the amended plans and sections called No. 1B) 1 mile 0 furlong 8 chains in length situated partly in the urban district of Baslow and Bubnell and partly in the parish of Hassop in the rural district of Bakewell in the county of Derby commencing by a junction with Railway No. 1 hereinbefore described at a point 5 miles 3 furlongs 9·75 chains measured along that railway from the commencement thereof and terminating by a junction with the said Railway No. 1 at a point 6 miles 3 furlongs 9·25 chains measured along that railway from the commencement thereof as marked and measured on the said plans and sections for the said Railway No. 1 deposited with the clerk of the peace for the county of Derby in the month of November one thousand nine hundred and two:

Railway (No. 2) 1 mile 1 furlong 8·68 chains in length commencing by a junction with Railway No. 1 at the termination thereof hereinbefore described and terminating by a junction with the Midland Railway (Derby and Manchester Branch) at a point 570 feet measured in a westerly direction along such Midland Railway from the centre of the bridge carrying the Midland Railway over the road leading from Chesterfield to Buxton in the parish of Rowland county of Derby:

Railway (No. 3) 1 mile 1 furlong 8·70 chains in length commencing by a junction with Railway No. 1 at the

termination thereof hereinbefore described and terminating by a junction with the Midland Railway (Derby and Manchester Branch) at a point 11 feet measured in a northerly direction along such Midland Railway from a line drawn at right angles across the Midland Railway from the north corner of the east abutment of the bridge carrying the road leading from Sheffield to Bakewell over the Midland Railway in the parish of Great Longstone county of Derby.

Which before-mentioned railways and works or some or one of them will be situated within the urban and rural districts and parishes townships and places of Hathersage Bakewell Nether Padley Froggatt Stoke Calver Baslow and Bubnell Hassop Great Longstone and Rowland in the county of Derby.

Power to cross certain road on level.

6. Subject to the provisions in the Railways Clauses Consolidation Act 1845 and 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 hereinafter mentioned (that is to say):—

No. on deposited Plan.	Parish.	Description of Road.
34	Baslow and Bubnell -	Public.

Capital.

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

Shares not to be issued until one fifth paid.

8. 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 is paid in respect thereof.

Calls.

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

Power to divide shares.

10. Subject to the provisions of this Act the Company with the authority of three fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company

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specially convened for the purpose may divide any shares in their capital into half-shares of which one shall be called "preferred half-share" and the other shall be called "deferred half-share" but the Company shall not divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half-share (being the whole amount payable thereon) and the residue to the credit of the preferred half-share.

Dividends on half-shares.

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

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

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

Half-shares to be registered and certificates issued.

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

Terms of issue to be stated in certificates.

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

Forfeiture of preferred half-shares.

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

Preferred half-shares not to be cancelled or surrendered.

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

Half-shares to be half-shares in capital.

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

Power to borrow on mortgage.

18. The Company may borrow on mortgage of the undertaking any sum not exceeding in the whole seventy-five thousand pounds but no part thereof shall be borrowed until the whole capital of two hundred and twenty-five thousand pounds is issued and accepted and one half thereof is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that the whole of such capital has been issued and accepted and that one half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such capital was issued bonâ fide and is held by the persons to whom the same was issued or their executors administrators successors or assigns and that such persons 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

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think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

Appointment of a receiver.

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

Debenture stock.

20. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

Receipt in case of persons not sui juris.

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

Application of moneys.

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

First meeting of Company and quorum for meetings.

23. The first ordinary meeting of the Company shall be held within twelve months after the passing of this Act and the quorum for all meetings whether ordinary or extraordinary shall be at least five shareholders holding not less than one twentieth of the amount of capital from time to time paid up.

Number of directors.

24. The number of directors shall be five but the Company may vary the number provided that the number be never less than three nor more than five.

Qualification of directors.

25. The qualification of a director shall be the possession in his own right of not less than twenty-five shares.

Quorum of meeting of directors.

26. The quorum of a meeting of directors shall be three.

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First directors.

Election of directors.

27. Charles Joseph Wills John Mather William Henry Brittain John Henry Royle Tasker and Charles Sneath Allott shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act being (if they continue qualified) eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power hereinbefore contained for varying the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Lands for extraordinary purposes.

28. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed ten acres but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land so taken.

Period for compulsory purchase of lands.

29. 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.

Persons under disability may grant easements &c.

30. 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 persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Restriction on taking houses

31. The Company shall not under the powers of this Act purchase or acquire ten or more houses which on the fifteenth day

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labouring class.

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 have been or shall be subsequently so occupied.

If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions 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.

For the purposes of this section the expression "house" means any house or part of a house occupied as a separate dwelling and the expression "labouring class" means 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.

For protection of Duke of Devonshire.

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

(1) The Company shall not construct the portions of railway shown on the deposited plans between the respective points of commencement and termination of the deviations thereof shown on the amended plans:

(2) The Company shall between the points marked on the amended plans and sections "4 furlongs" and "1 mile" respectively from the commencement of the deviation No. 1A construct the railway as far to the westward of the line thereof shown upon the amended plans as the owner shall reasonably require and the powers of the Company shall permit and the Company shall in other respects construct the railway where passing through lands or property of the owner in such line within the limits of deviation shown on the deposited and amended plans respectively and according

to such plans sections and working drawings as shall be reasonably approved by the owner : A.D. 1903.

(3) Instead of constructing the railway through Townend Wood numbered on the amended plans 7 in the parish and urban district of Baslow and Bubnell in open cutting as shown on the amended plans and sections the Company shall so far as the nature of the ground will permit construct the railway under such wood and for a distance of fifteen yards southwards from the present southern boundary fence of the wood in tunnel and shall not cut through or interfere with the surface of the ground over the portion of railway so to be constructed in tunnel or acquire any portion of such surface but the Company may acquire and the owner shall sell such an easement under the surface as may be necessary for constructing maintaining and using the portion of railway in tunnel as aforesaid and the Company shall pay such compensation for the easement as shall failing agreement be ascertained by arbitration in accordance with the provisions of the Lands Clauses Acts with respect to the acquisition of lands otherwise than by agreement :

(4) The Company shall so far as practicable construct the railway from the northern end of such tunnel to the northern side of the road numbered on the amended plans 6 in the said parish and urban district on open viaduct in lieu of solid embankment :

(5) The Company shall construct metal with limestone and maintain along the southern and western sides of the railway in such position as may be reasonably approved by the owner an accommodation road fifteen feet at least in width between the fences for the use of the owner his tenants and persons authorised by him or them from the said road numbered on the amended plans 6 in the parish and urban district of Baslow and Bubnell to and through the wood shown on the deposited and amended plans and known as Saint Mary's Wood :

(6) In all cases where the water supply of any fields or property of the owner shall be cut off or interfered with by the construction of the railway the Company shall in such manner as may be approved by the owner either make provision by means of bridges over or under the railway for preserving access to the existing water supply or provide

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and at all times thereafter maintain a new water supply for such fields or property:

(7) The Company shall also to the reasonable satisfaction of the owner construct and maintain such bridges and level crossings over under or across the railway and such fences gates roads and other accommodation works as may be reasonably necessary for making good any severances or interferences with the lands and property of the owner and as may be reasonably required by him and all such level crossings shall be of a width of not less than fifteen feet and all such bridges shall be of a width of not less than twelve feet between the abutments parapets or fences and in the case of underbridges shall have a clear headway of not less than fifteen feet above the surface of the ground and the roadways over and under such bridges and level crossings shall be properly drained and metalled:

(8) If by reason of the construction of the railway the drainage of any lands or property of the owner shall be interfered with the Company shall provide and maintain a proper and sufficient outfall for the land drainage so interfered with and the owner shall have the right at all times to drain into the drains on either side of the railway which shall be constructed and maintained by the Company of sufficient depth and capacity for the purpose of receiving the land drainage from the property of the owner:

(9) The owner and his tenants and all persons authorised by him or them shall have the exclusive right at their own risk of sporting over any lands acquired by the Company from the owner including the railway and banks and slopes thereof and may at the like risk enter upon such lands and property and search for shoot and take game and rabbits and shall have thereon the same rights of sporting and preserving game and rabbits as if the land and property had remained the property of the owner and all game and rabbits upon such lands shall belong to the owner:

(10) The Company shall at all times take reasonable precautions for preventing and shall so far as practicable prevent trespass on the lands and property of the owner from or by means of the railway:

(11) The position of any stations to be constructed by the Company upon the land or property of the owner shall be reasonably approved by the owner and the character and

design of all buildings in connection with such stations shall be subject to his reasonable approval:

(12) If any difference shall arise between the owner and the Company as to any works under this section or the position or nature thereof or as to the reasonableness of any requirement of the owner under this section the same shall be determined by an arbitrator to be agreed upon between the owner and the Company or failing agreement to be appointed on the application of either party by the Board of Trade and this provision shall be deemed to be a submission to arbitration within the Arbitration Act 1889 or any statutory modification thereof for the time being in force.

For protection of Derwent Valley Water Board.

33. For the protection of the Derwent Valley Water Board (in this section referred to as "the Board") the following provisions shall apply and have effect unless otherwise agreed between the Board and the Company (that is to say):—

(1) The Company shall give to the Board not less than three months' notice in writing before commencing to construct that portion of Railway No. 1 by this Act authorised which lies between the points measured along the centre line of the said railway as shown upon the deposited plans as 2 miles 5 furlongs 0·5 chain and 2 miles 5 furlongs 6 chains respectively:

(2) The Company shall when required by the Board so to do construct and maintain at some convenient place on Railway No. 1 between the points hereinbefore referred to (such place to be agreed upon between the engineer of the Company and the engineer of the Board) a bridge or other structure of steel or masonry for the purpose of carrying over the said Railway No. 1 the main pipe which the Board are authorised by the Derwent Valley Water Act 1899 to construct across the line of the said Railway No. 1 Provided that the said main shall not exceed an internal diameter of forty inches The structure to be constructed by the Company as aforesaid shall be carried over the railway at such height above the rail level as may be necessary for carrying the said pipe and of a clear span measured on the square of not less than thirty feet:

(3) The Board shall be entitled to use the said structure for the purpose of carrying their said main pipe over the railway of the Company and the Board shall at all times have access to

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the said structure and to their said main pipe when laid thereon:

(4) The Board shall so construct their main where it crosses the Company's said railway as to make the same completely secure and watertight:

(5) Any difference which may arise under this section between the engineer of the Company and the engineer of the Board shall be determined by an arbitrator to be appointed in default of agreement by the President of the Institution of Civil Engineers.

For protection of Midland Railway Company.

34. In executing the works by this Act authorised where the same will affect any railway or any part of the works or property (which railway works and property are hereinafter called "the railway") of the Midland Railway Company (hereinafter called "the Midland Company") the Company shall (except so far as it may be otherwise agreed between the Midland Company and the Company) be subject to the following conditions:—

(1) All works to be done by the Company in the exercise of the powers conferred by this Act in any way affecting the railway shall be executed under the superintendence (if the same be given) and to the reasonable satisfaction of the principal engineer for the time being of the Midland Company and according to plans and drawings to be previously submitted to and reasonably approved by him or in case of difference by an arbitrator appointed in pursuance of this section Provided that if for fourteen days after such plans and drawings shall have been submitted to the said engineer he shall fail to give notice to the Company of his objections thereto he shall be deemed to have approved thereof:

(2) If within fourteen days after the receipt of any such plans and drawings the Midland Company give to the Company notice that they desire themselves to construct so much of the works as will affect the railway the Midland Company may themselves execute such works and recover the reasonable costs thereof from the Company:

(3) The respective junctions of Railways Nos. 1 2 and 3 with the railway of the Midland Company shall be made at such points within the limits of deviation shown on the deposited plans and in such manner as shall be determined by the engineer of the Midand Company:

(4) If in consequence of the construction of such junctions it shall become necessary to make any alterations in or additions to the signals or other works of the railway the Company shall on demand repay to the Midland Company the cost of such alterations and additions:

(5) Any works affecting the railway which the Company may execute under this section shall be so constructed as to cause no injury to the railway of the Midland Company or interruption to the passage or conduct of traffic over the railway and if in consequence of the execution of such works any injury be caused to the railway or any interruption be caused to the traffic the Company shall make full compensation to the Midland Company in respect of such injury or interruption the amount of such compensation unless agreed upon to be determined by arbitration:

(6) The Company shall bear and on demand pay to the Midland Company the reasonable expense of the employment by that company during the execution of any work affecting the railway 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:

(7) The Company shall acquire only such an easement across over under or along the railway as may be necessary for constructing or maintaining the works of the Company by this Act authorised and shall pay to the Midland Company for any such easement to be acquired by them such sum as may be agreed upon or failing agreement as shall be settled by arbitration in manner provided by the Lands Clauses Consolidation Act 1845:

(8) The Company shall simultaneously with the construction of any junction with the Midland Railway provide reasonable and sufficient sidings points and crossings signals and other works to enable traffic to be conveniently interchanged between the railway by this Act authorised and the Midland Railway:

(9) Any dispute or difference which may arise between the Midland Company and the Company with reference to the

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provisions of this section or in any way arising thereout or as to any works to be carried out in pursuance thereof shall be settled by arbitration by an engineer or other fit person to be appointed (in default of agreement) by the President of the Institution of Civil Engineers on the application of the Midland Company or the Company and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of Charles Stephen Leslie.

35. For the protection of Charles Stephen Leslie his heirs executors administrators and assigns or other the owner for the time being of "the Hassop estate" in the parishes of Hassop Rowland Longstone Holme and Calver in the county of Derby (all of whom are in this section called "the owner") the following provisions shall unless otherwise agreed in writing between the Company and the owner apply and have effect (that is to say):—

(1) In this section the expression "the Hassop estate" means and includes the capital mansion house of Hassop Hall lodges and other buildings gardens park woodlands farms and other lands and premises situate in the aforesaid parishes all of which are held by the owner at the passing of this Act:

(2) The Company shall not in the construction of the said railways or any of them between the one furlong point and the three furlong point (as shown upon the deposited plans and sections for Railway No. 2) construct any works of the railways or either of them within a distance of one hundred and twenty-five feet measured from the centre of the south-eastern hedge fence or wall of the high road leading from Hassop Railway Station (Midland Railway) to Calver And further the Company shall not construct any works in fields Nos. 10 11 13 and 14 on the deposited plans for Railway No. 1 in the parish of Hassop and in field No. 1 for Railway No. 2 in the same parish within a distance of four hundred feet from the centre of the said south-eastern hedge fence or wall And further the Company shall not by their powers of deviation of the centre line contained in the Bill move the point of junction of the three centre lines of Railways Nos. 1 2 and 3 as shown upon the deposited plans and sections nearer to the said hedge fence or wall of the high road than four hundred and twenty feet:

(3) The Company shall plant out with suitable forest trees and to the reasonable satisfaction of the owner the embankment

of Railway No. 1 where such railway passes through fields numbered 9 10 11 and 1 on the deposited plans in the parish of Hassop (i.e.) the Company shall plant so much of the fields lying opposite to or which may be visible from the main or pond entrance gates to Hassop Hall as to be found sufficient for screening effectually the proposed railway and the trains passing over the same from the high road at the said main entrance and the Company shall maintain such plantations in such portions of the said fields as may be acquired by them and not actually used for the lines of railway :

(4) The Company shall in addition to the planting mentioned in paragraph (3) if required by the owner plant with suitable forest trees to the reasonable satisfaction of the owner such portion or portions of both sides or either side of the embankments of Railway No. 2 as may be reasonably required by the owner and the Company shall afterwards keep the embankments so planted but always provided that the Company do not in the aggregate have under this present clause to plant and keep planted any greater length of the said Railway No. 2 than would be represented by the entire length of one side of the said Railway No. 2 :

(5) The Company in constructing so much of Railway No. 2 as lies between the points five furlongs five chains and one mile one furlong measured along the centre line of that railway (as shown upon the deposited plans) from the commencement thereof shall not deviate the centre line thereof nearer to Hassop Hall than is shown by the existing centre line on the deposited plans And the Company shall not anywhere between these points take or acquire any land situate at a greater distance than one hundred feet measured at right angles from such centre line on the northern or Hassop Hall side of such centre line nor shall the Company anywhere between these said points construct or lay more than three lines or sets of rails :

(6) The Company shall construct all proper accommodation roads bridges drains and other works in respect of lands to be taken or severed by the proposed railways or rendered expedient by the proposed works to be constructed by the Company :

(7) Before opening the said railway or allowing the same to be used for public traffic the Company shall construct a railway

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station suitable for passenger and goods traffic on the land of the owner near to the Eyre Arms Inn at Calver Sough and shall cause at least two trains each way per day to stop at such station:

(8) The Company shall not construct any railway station either for passenger or goods traffic on any part of Railway No. 2 lying between the aforesaid points five furlongs five chains and one mile one furlong without the consent in writing of the owner but the Company may construct such a station for passenger and local goods traffic only on the said railway in the immediate vicinity of the old disused toll-house on the high road leading from Hassop Railway Station (Midland Railway) to Longstone:

(9) The Company shall not without the consent of the owner erect on any land taken for the purposes of Railway No. 2 any building of any kind save and except necessary signal boxes and the railway station referred to in the preceding subsection:

(10) The Company shall not erect or set up nor permit or suffer to be erected or set up on any part of the lands taken or acquired from the owner and lying within the parish of Hassop any advertisements sign boards notice boards or placards of any kind excepting notices relating to the business of the Company but nothing in this present section contained shall prevent the Company from using the interior of any authorised building for the purpose of advertisements or other notices:

(11) The Company shall not acquire except with the consent of the owner any greater quantity of land in the parishes of Hassop and Holme than shall be found necessary for the construction of the lines of railway authorised by this Act:

(12) Nothing herein contained shall affect the rights of the owner to compensation for lands taken or injuriously affected as provided by the Lands Clauses Consolidation Act 1845:

(13) If any difference or dispute shall arise between the Company and the owner under the provisions of this section whether in respect of anything which ought to be done or ought not to be done or as to the sufficiency of any works to be executed by the Company such difference or dispute shall be determined by an arbitrator appointed by the Board of

Trade on an application in writing either by the Company or the owner and the arbitration shall be subject to the provisions of the Arbitration Act 1889.

For protection of owner of Stoke Hall.

36. For the protection of Michael Joseph Hunter his heirs executors administrators and assigns or other the owner for the time being of Stoke Hall in the parish of Stoke in the county of Derby (all of whom are in this section called "the owner") the following provisions shall unless otherwise agreed in writing between the Company and the owner apply and have effect (that is to say):—

(1) In this section the expression "Stoke Hall" means and includes the mansion house lodge stables and other buildings gardens park lands river banks and premises situate in the parish of Stoke in the county of Derby aforesaid all of which are held by the owner at the passing of this Act:

(2) The Company shall not in the construction of so much of Railway No. 1 authorised by this Act as lies between the points one mile six furlongs two chains and two miles six furlongs two chains measured along the railway from the commencement thereof (as shown upon the deposited plans) construct any works westward of the line A B C D shown in red upon the plan (in this section called "the signed plan") signed in duplicate by Douglas Fox and Partners on behalf of the Company and by Robert Elliott Cooper on behalf of the owner:

(3) The Company shall not in any way whatever interfere with or stop up the wicket gate leading into the plantation at the point marked E on the signed plan:

(4) The owner and other persons with his permission shall be entitled to pass on foot over the Company's land and under their viaduct on the owner's side of the river to the north of Froggatt Lane for fishing and other purposes to a small portion of the owner's property to be cut off by the said railway:

(5) The owner and all persons authorised by him shall have the exclusive right at their own risk of sporting over any lands acquired by the Company from the owner including the railway and banks and slopes thereof and may at the like risk enter upon such lands and property and search for shoot and take game and rabbits and shall have thereon the same rights of sporting and preserving game and rabbits as if the land and property had remained the property of the owner

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and all game and rabbits upon such lands shall belong to the owner:

(6) The Company shall between the points marked F and E on the signed plan construct over the River Derwent and the public road an arched viaduct of masonry of reasonably ornamental design to be submitted to and approved by the owner before the construction thereof:

(7) The Company shall use their best endeavours so far as is consistent with their maximum gradient of one in one hundred to reduce the height of the embankment where the railway passes in front of Stoke Hall:

(8) The Company shall plant out and at all times maintain with suitable forest trees and to the reasonable satisfaction of the owner so much of the western slopes of the embankments of Railway No. 1 extending from the point two miles to the point two miles four furlongs measured along the railway from the commencement thereof as shown on the deposited plans as may be found necessary and sufficient for screening effectively the railway and the trains passing over the same from Stoke Hall:

(9) The Company shall on so much of the low flooded lands coloured green on the signed plan which lie to the east of the railway between the works of the Company and the River Derwent and which forms part of a field numbered 9 on the deposited plans in the parish of Stoke deposit surplus spoil so as to raise the level of such lands to a height of three feet above the natural level of the ground or to such greater height as may be agreed between the Company and the owner:

(10) The Company shall construct all proper accommodation roads bridges drains and other works in respect to lands to be taken or severed by the railway or rendered expedient by the proposed works to be constructed by the Company:

(11) The Company shall construct a railway station suitable for passenger and goods traffic near to the Eyre Arms Inn at Calver Sough:

(12) Nothing herein contained shall prejudice the owner's rights if any to compensation for injurious affection or other damage to his residence or lands which may be caused by or be on account of the construction or working of the said railway and such compensation shall if not otherwise agreed

be settled in manner provided by the Lands Clauses Acts except that section 92 of the Lands Clauses Consolidation Act 1845 shall not apply :

(13) If any difference or dispute shall arise between the Company and the owner under the provisions of this section whether in respect of anything which ought to be done or ought not to be done or as to the sufficiency of any works to be executed by the Company such difference or dispute shall be determined by an arbitrator appointed by the Board of Trade on an application in writing either by the Company or the owner and the arbitration shall be subject to the provisions of the Lands Clauses Acts.

Deposit money not to be repaid except so far as railway opened.

37. Whereas pursuant to the Standing Orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of eleven thousand eight hundred and eighty-seven pounds fourteen shillings and elevenpence two and three-quarters per centum consolidated stock being equal to five per centum upon the amount of the estimate in respect of the railways has been transferred into the name of the Paymaster-General for and on behalf of the supreme court in respect of the application to Parliament for this Act (which sum is referred to in this Act as "the deposit fund") Be it enacted that notwithstanding anything contained in the said Act the deposit fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them (which persons survivors or survivor are or is in this Act referred to as "the depositors") unless the Company shall previously to the expiration of the period limited by this Act for completion of the railway open the same for public conveyance of traffic and if the Company shall make default in so opening the railway the deposit fund shall be applicable and shall be applied as provided by the next following section Provided that if within such period as aforesaid the Company open any portion of the railway for the public conveyance of traffic then on the production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway the High Court shall on the application of the depositors order the portion of the deposit fund specified in the

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certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein specified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application of deposit.

38. If the Company do not previously to the expiration of the period limited for the completion of the railway complete the same and open it for the public conveyance of traffic then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit And if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the undertaking has been abandoned be paid or transferred 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 or re-transferred to the depositors Provided that until the deposit fund has been repaid or re-transferred to the depositors or has become otherwise applicable as hereinbefore mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

Period for completion of works.

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

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Tolls.

40. The Company may demand and take for the use of the railway by any other company or person with engines and carriages such reasonable tolls as they think fit.

Rates for merchandise.

41. The classification of merchandise traffic including perishable merchandise by passenger train and the schedule of maximum rates and charges applicable thereto and the regulations and provisions contained in the Order applicable to the Great Northern Railway Company which is scheduled to and confirmed by the Great Northern Railway Company (Rates and Charges) Order Confirmation Act 1891 shall be applicable and apply to the Company as if it were one of the railway companies named in the schedule to the Order confirmed by the said Act Provided that in respect of the conveyance of a consignment of perishable merchandise not exceeding fifty-six pounds in weight by passenger train the Company shall not be entitled to charge a higher rate than the maximum rate which they are authorised to charge for the conveyance of parcels of the same weight.

Charges for small parcels.

42. For the conveyance on the railway of small parcels (other than perishable merchandise) not exceeding five hundred pounds in weight by passenger trains the Company may demand and take any charges not exceeding the following (that is to say) :—

For any parcel not exceeding seven pounds in weight three pence ;

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight fivepence ;

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight sevenpence ;

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight ninepence ;

And for any parcel exceeding fifty-six pounds but not exceeding five hundred pounds in weight the Company may demand any sum they think fit :

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

Maximum rates for passengers.

43. The maximum rates of charge to be made by the Company for the conveyance of passengers upon the railway including every expense incidental to such conveyance shall not exceed the following (that is to say) :—

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

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

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

For every passenger conveyed on the railway for a less distance than three miles the Company may charge as for three miles and every fraction of a mile beyond three miles or any greater number of miles shall be deemed a mile.

Passengers' luggage.

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

Foregoing charges not to apply to special trains.

45. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway in respect of which the Company may make such charges as they think fit but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers upon the railway.

Power to enter into working and traffic agreements.

46. The Company on the one hand and the Midland Railway Company on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Railway and Canal Traffic Acts 1873 and 1888 enter into agreements and arrangements with respect to the following purposes or any of them (that is to say):—

The working use management and maintenance of the railway or some part or parts of the railway and the conveyance of traffic thereon and the use of the Grindleford Bakewell and Hassop and Great Longstone Stations of the Midland Railway Company:

The supply and maintenance by the working company under and during the continuance of any such agreement as aforesaid for the working of the railway of engines rolling stock and plant necessary for the purposes of such agreement and the employment of officers and servants:

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

The fixing subject to the authorised maximum rates and the collection payment division and appropriation of the tolls

rates and charges and other income and profits arising from the traffic on the railways or portions of railways of the contracting companies:

The interchange transmission forwarding and delivery of traffic coming from or destined for the railways of the contracting companies.

Saving for Postmaster-General.

47. Nothing in any agreement made under the authority of this Act shall affect the rights of His Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the making of any such agreement be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Company is owned leased or worked by the Midland Railway Company as freely and fully in all respects as he was entitled to do before the making of any such agreement.

Short-distance charge in case of working agreement where rates and charges fixed with reference to existingrates and charges order of another company.

48. During the continuance of any agreement to be entered into under the provisions of this Act for the working or use of the railway of the Company by any other railway company the railways of the Company and of such other company 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 such other railway rates and charges may be charged as for three miles and for every fraction of a mile beyond three miles according to the number of quarters of a mile in that fraction and a fraction of a quarter of a mile may be charged for as a quarter of a mile 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 such other railway the Company shall be deemed to be a company connected with the Great Northern Railway Company and specified in the schedule to the Great Northern Railway Company (Rates and Charges) Order Confirmation Act 1891.

Power to pay interest out of capital during construction.

49. Notwithstanding anything in this Act or in any Act or Acts incorporated herewith the Company may out of any money by this Act authorised to be raised pay interest at such rate not exceeding three pounds per centum per annum as the directors may

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determine to any shareholder on the amount from time to time paid up on the shares held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the works by this Act authorised or such less period as the directors may determine but subject always to the conditions hereinafter stated (that is to say):—

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

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

(C) The aggregate amount to be so paid for interest shall not exceed fifteen thousand pounds and the amount so paid shall not be deemed share capital in respect of which the borrowing powers of the Company may be exercised but such borrowing powers shall be reduced to the extent of one-third of the amount paid for interest as aforesaid:

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

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

Save as hereinbefore set forth no interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to 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.

50. 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. A.D. 1903.

Provision as to general Railway Acts.

51. Nothing in this Act contained shall exempt the Company or the railway from the provisions of any general Act relating to railways or to the better and more impartial audit of the accounts of railway companies passed before or after the commencement of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised by this Act.

Costs of Act.

52. 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.

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