# CHAPTER x.

An Act for making a Railway in the county of Leicester from the London Extension of the Great Central Railway at Loughborough to the Urban District of Sheepshed and for other purposes. [6th June 1899.] A.D. 1899.

WHEREAS the making and maintaining of the railway herein-after described and by this Act authorised would be of public and local advantage:

And whereas the persons in that behalf in this Act named with others are willing at their own expense to construct the said railway if authorised by Parliament so to do and are desirous of being incorporated into a company with adequate powers for the purpose and it is expedient that they be incorporated and empowered accordingly as by this Act provided:

And whereas it is expedient that the Company and the Great Central Railway Company should be authorised to enter into agreements as by this Act provided:

And whereas it is expedient to authorise the payment of interest out of capital during the construction of the works as herein-after provided:

And whereas plans and sections showing the lines and levels of the railway 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 Leicester and are herein-after respectively referred to as the deposited 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 Queen's most Excellent Majesty by and

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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 Loughborough and Sheepshed Railway Act 1899.

Incorporation of Acts.

**2.** The Companies Clauses Consolidation Act 1845 and 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.

Interpretation.

**3.** In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction The expression "the Company" means the Company incorporated by this Act the expressions "the railway" and "the undertaking" mean respectively the railway and the undertaking by this Act authorised.

Company incorporated.

**4.** Alexander Baines Joseph Harriman and William Moss 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 railway and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "The Loughborough and Sheepshed 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 railway.

**5.** Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railway herein-after described with all needful 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 deposited book of reference as may be required for those purposes The

railway herein-before referred to and authorised by this Act is wholly situate in the county of Leicester and is— A.D. 1899.

A railway (four miles seven furlongs and three chains in length) commencing in the parish of Loughborough in the borough of Loughborough by a junction with the London Extension of the Great Central Railway at or near the bridge carrying the Beeches Lane over that railway and terminating in the parish of Sheepshed.

As to junction with Charnwood Forest Railway.

**6.** The Company shall without unreasonable delay apply for and shall use their best endeavours to obtain powers to construct a convenient junction with the Charnwood Forest Railway at or near Sheepshed at such point west of the road numbered on the deposited plans 65 in the parish of Sheepshed and in such manner as may be agreed between the Company and the Charnwood Forest Railway Company or failing agreement may be settled by an arbitrator to be appointed by the Board of Trade and if such powers are granted the Company shall with all reasonable expedition construct the junction Provided that unless within twelve months from the passing of this Act the Charnwood Forest Railway Company shall have procured the consent of the London and North Western Railway Company to the construction and working of the said junction on such conditions as to the method and terms of construction user and working as shall in case of difference be decided by arbitration in the manner herein-before provided to be reasonable the obligation contained in this section shall be void and of none effect.

For protection of Leicestershire County Council and Sheepshed Urban District Council.

**7.** In constructing the railway by this Act authorised the following provisions for the protection of the Leicestershire County Council (in this section called "the county council") and of the Sheepshed Urban District Council (in this section called "the district council") shall have effect (that is to say):—

(1) Before any of the works sought to be authorised by this Act or any works in connexion therewith are taken in hand the Company shall give to the county council or the district council as the case may be not less than one clear month's notice in writing of their intention to commence the intended works accompanied by drawings and all other necessary particulars of the works proposed to be executed by the Company and if any differences arise between the Company and the county council or district council in reference to the whole or any portion of the intended works the Company shall not proceed with such works but such differences shall be referred to arbitration as herein-after provided:

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(2) The Company shall construct and maintain and at all times keep open at least one station for passengers and goods at Sheepshed on a site suitable and convenient for the inhabitants of the district:

(3) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 shall subject to the provisions of this Act extend and apply to any water and gas mains pipes and apparatus and whenever in those sections the words "company" and "society" are used the same shall for the purposes of this Act be held to extend to and include the owners thereof:

(4) The Company shall make all new bridges which carry a public road over the railway strong enough to bear without injury the passage of a fully equipped 15-ton roller:

(5) The Company shall not allow any of their bridges or works or any of their walls parapets or screens to be used for the posting of bills or other advertising purposes without the consent of the county council:

(6) The abutments and foundations of all bridges over any public road or footpath shall be carried to such a depth below the surface thereof as shall reasonably be required by the county council in the case of main roads and by the district council in the case of all other roads so as to allow for the laying down renewal or repair of any sewer water gas or electric mains or pipes in such road street or footpath:

(7) The Company shall construct all bridges carrying the railway over or under public roads bridle roads or footpaths with parapets of the height of five feet at least from the level of the rails or road as the case may be throughout the entire crossing of the road or footpath and with walls or close fences along the approaches to such bridges over the railway of the height of four feet at least for a distance of forty feet from either side of the bridges measured from each end thereof except in the case of the new bridge at or near the point three furlongs five chains on the deposited plans which carries the main road from Loughborough to Leicester over the railway and in the case of the bridge at or near the point marked four miles three furlongs four chains which carries the railway over the main road from Loughborough to Ashby-de-la-Zouch and in the case of the bridge at or near the point marked four miles three furlongs seven chains on the deposited plans which carries the railway over the road marked forty-one in the parish of Sheepshed on the

deposited plans commonly called the Leicester Road and in the case of the bridge at or near the point marked four miles seven furlongs one chain on the deposited plans commonly called the Charnwood Road in which four cases the heights of the parapets shall be at least six feet:

(8) All new public roads bridle roads or footpaths and all diversions of roads or footpaths required to be made by the Company under this Act shall be made to the reasonable requirements and satisfaction of the county council in the case of main roads and of the district council in the case of all other roads and such roads or footpaths under the railway together with all banks cuttings drainage and other works shall when made be maintained and kept in repair by the Company for a period of twelve months after completion:

(9) Where the surface of any public road footpath or bridle road has been interfered with or disturbed by the Company in constructing the works or exercising the powers of this Act the Company shall well and sufficiently and to the satisfaction of the county council in the case of main roads and of the district council in the case of all other roads restore the surface thereof and shall keep the same and all works in connexion therewith in efficient repair for one year from the completion of such restoration:

(10) The Company shall at all times maintain and keep in good repair all bridges and approaches thereto constructed under this Act over public roads footpaths or bridle roads together with all parapets walls fences or any other works connected therewith:

(11) Whenever it may be necessary to intercept or interfere with any sewer or drain the Company shall before intercepting or interfering therewith construct another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be interfered with or intercepted and such substituted sewer or drain shall be connected by the district council at the expense of the Company with all existing sewers or drains at such point and in such manner as shall be reasonably approved by the district council:

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

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(13) The district council may at all times construct and maintain under the railway and works and over the bridges of the Company such subways culverts sewers drains water mains pipes telephones and electric light cables as they may think necessary and desirable without making any payment or compensation to the Company in respect thereof so far as they are under public carriage roads but all such works shall be executed under the superintendence and to the reasonable satisfaction of the engineer of the Company and so as not to interfere with the use and working of the railway or the traffic thereon Provided that the district council shall not commence any such works until they have delivered to the Company not less than one clear month's notice in writing of their intention so to do along with plans sections and specifications of the proposed works :

(14) Before the Company obstruct any public road footpath or bridle road in the exercise of their powers under this Act they shall to the reasonable satisfaction of the county council in the case of main roads and of the district council in the case of all other roads provide and thenceforward until such obstruction be removed maintain proper accommodation for the traffic along such public road footpath or bridle road and access to houses and property therein and they shall cause such obstruction to be properly fenced and lighted :

(15) The Company shall construct at or near the point marked three furlongs five chains on the deposited plans a proper bridge carrying the main road from Loughborough to Leicester over the railway with a width of at least forty feet in the clear between the parapets measured at right angles to the centre line of the road and with a footpath of a clear width of at least six feet on each side of the road which footpaths shall be well and properly formed and provided with good and substantial granite kerbs and channels The Company shall not interfere with the existing levels of the road and shall also make such provision for the drainage of the road and bridge as the county council may reasonably require :

(16) The Company shall construct at or near the point marked three miles one furlong one chain a proper bridge carrying the railway over the public road commonly called Snells Nook Lane with a width in the clear of at least twenty-five feet between the abutments measured at right angles to the centre line of the road and a clear headway of at least

fifteen feet above the surface of the road throughout the entire length of the crossing The gradient of the lowered road on the high side of the bridge shall not be less than one foot in twenty and the gradient of the road below the bridge shall not be less than one in twenty-five The drainage of the bridge and lowered road shall be provided for and effectually maintained for ever by the Company :

(17) The Company shall construct at or near the point marked three miles seven furlongs nine chains a proper crossing as shall be prescribed by the Board of Trade :

(18) The Company shall construct at or near the point marked four miles three furlongs four chains on the deposited plans a proper bridge carrying the railway over the main road from Loughborough to Ashby-de-la-Zouch with a clear width of at least forty feet between the abutments measured at right angles to the centre line of the road and a clear headway above the surface of the road of at least sixteen feet throughout the entire length of the crossing The Company shall not in any way interfere with the present levels of the road and shall construct on each side of the road under the bridge a proper footpath with good and substantial granite kerbs and channels The abutments of the bridge shall be parallel to the centre line of the road and not form unsightly or dangerous projections into the same and the Company shall make such arrangements for the drainage of the road bridge and adjoining lands as the county council may reasonably require :

(19) The Company shall construct at or near the point marked four miles three furlongs seven chains on the deposited plans a proper bridge carrying the railway over the road numbered on the deposited plans forty-one in the parish of Sheepshed with a clear width between the abutments of at least thirty-five feet measured at right angles to the centre line of the road and a clear headway above the surface of the road of at least fifteen feet throughout the entire length of the crossing The Company shall not in any way interfere with the present levels of the road and shall construct on each side thereof a proper footpath with good and substantial granite kerbs and channels The abutments of the bridge shall be parallel to the centre line of the road and not form unsightly or dangerous projections into the same and the Company shall make such arrangements for the drainage of the road bridge and adjoining lands as the district council may reasonably require :

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(20) The Company shall construct at or near the point marked four miles seven furlongs one chain on the deposited plans a proper bridge carrying the railway under the road commonly called Charnwood Road with a clear width between the parapets of at least thirty-five feet measured at right angles to the centre line of the road throughout the entire length of the crossing. The approaches of the bridge on the south side thereof shall have a gradient of not less than one foot in thirty and on the north side thereof the approaches shall be carried with an even gradient from the end of the said bridge to the present bridge carrying the road over the Charnwood Forest Railway The Company shall construct on each side of the new bridge and approaches thereto a proper footpath six feet wide with good and substantial granite kerbs and channels:

(21) Wherever the railway crosses the brook commonly called the Wood Brook the Company shall give the county council at least one clear month's notice in writing of their intention to commence the necessary works and shall submit at the same time drawings and full particulars of the works necessary to permit the passage of flood and other waters under the railway and if any differences arise between the Company and the county council in reference to the whole or any portion of the intended works the Company shall not proceed with such works but such differences shall be referred to arbitration as herein-after provided:

(22) In case of any dispute arising between the county council or the district council and the Company touching or concerning the true intent of the provisions in this section contained or anything to be done or not to be done hereunder such difference shall be determined by an arbitrator to be appointed (unless otherwise agreed upon) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers.

For protection of corporation of Loughborough.

**8.** In constructing the works by this Act authorised within the borough of Loughborough the Company shall conform to and observe the following provisions regulations and restrictions unless otherwise agreed between the Company and the mayor aldermen and burgesses of the said borough (in this section called "the corporation" and "the borough" respectively):—

(1) The Company shall carry the railway over the water-main of the corporation under the disused towing path forming part of the property numbered on the deposited plans 26 in

the parish of Sheepshed by means of a culvert of not less than six feet internal diameter:

(2) The railway shall be constructed with a culvert over the Grammar School Brook of an area equal at least to that already existing under the Great Central Railway at that point and provision shall also be made at the same point for carrying an eighteen inch sewer through such culvert the levels and details in all respects to be reasonably approved by the borough surveyor:

(3) The Company shall not carry out the works authorised by this Act in such a way as to prevent the construction hereafter of a street forty feet in width alongside the south-eastern boundary of the Loughborough Cemetery:

(4) The minimum width of the bridge by which the Leicester main road shall be carried over the railway including the approaches thereto shall be forty feet between the parapet walls The parapet walls of such bridge shall be at least six feet in height from the level of the roadway:

(5) The Company shall carry the Beacon Road over the railway by means of a bridge of a width of not less than thirty feet between the parapets and having approaches of a like width and of an inclination not steeper than one in twenty:

(6) The Company shall carry the railway over the Park Road numbered on the deposited plans forty in the borough of Loughborough by means of a girder bridge of a span not less than forty feet measured on the square and of a headway throughout of not less than fifteen feet above the surface of the road and the gradient of the road on the north-east side of such bridge shall not be altered to a steeper gradient than one in thirty and the Company shall so construct such bridge as to prevent as far as practicable the dripping of water therefrom on to the said road:

(7) The Company shall make provision to the reasonable satisfaction of the borough surveyor for the drainage of Park Road where altered for the purpose of carrying the railway over the same and shall be liable for the repair and maintenance of the portion of such road so altered and shall repair and maintain the same to the reasonable satisfaction of the corporation:

(8) The Company shall carry the footpath to Woodthorpe at the back of the Loughborough Cemetery and the footpath to Woodhouse along the Lings Lane and all other public

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footpaths intersected within the borough by means of proper bridges over the railway with proper fences and in all respects to the satisfaction of the borough surveyor :

(9) The Company shall provide such culverts under the railway at points to be determined by the borough surveyor and the engineer of the Company or failing agreement as may be settled by arbitration in manner herein-after provided as will enable the Corporation to deal with the sewerage and drainage of the district intersected :

(10) Whenever it may be necessary in the execution of any of the powers of this Act to intercept or divert any sewer or drain the Company shall before intercepting or interfering with such sewer or drain construct according to plans and sections to be reasonably approved of by the corporation another sewer or drain in lieu thereof of equal capacity with the sewer or drain so proposed to be intercepted or interfered with and shall connect such substituted sewer or drain with any existing sewer or drain which may be intercepted or interfered with in such a manner as shall be reasonably approved by the corporation :

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

(12) The corporation may at all times hereafter at their own expense construct and maintain under the railway and works and over the bridges of the Company such other culverts subways sewers cables wires mains and pipes as they think necessary or desirable without making any payment or acknowledgment to the Company in respect thereof but all such works shall be executed according to plans and sections and specifications to be reasonably approved of by and under the superintendence and to the reasonable satisfaction of the engineer for the time being of the Company and so as not to interfere with the use and working of the railway or the traffic thereon Provided always that the corporation shall not except in case of urgency commence any such works until after the expiration of one month from the date of the delivery to the Company of notice in writing of the intention so to do together with plans and sections of the proposed works :

(13) If and when owing to the development of the borough by building operations or otherwise it shall be considered necessary by the corporation that any additional bridges should be constructed for the purpose of carrying any road laid out or proposed to be laid out across the railway the corporation may make and thereafter maintain a bridge or bridges over or under the railway as the case may be with proper approaches thereto in such line as the corporation may reasonably require and in accordance with plans and sections to be reasonably approved by the Company:

(14) The provisions of sub-sections 1 5 6 8 9 10 14 and 21 of the section of this Act for the protection of the Leicestershire County Council and the Sheepshed Urban District Council shall apply and have effect for the protection of the corporation as fully as if the same sub-sections were incorporated in this section with the substitution of the name of the corporation for all references to the councils respectively therein named:

(15) The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall apply to all mains pipes and apparatus of the corporation and whenever in those sections the words "company" or "society" are used the same shall for all the purposes of this Act be held to extend to and include the corporation and all alterations of or interference with such mains pipes and apparatus or any sewers or drains of the corporation which may be interfered with in the construction of the railway shall be carried out and completed as the borough surveyor may approve:

(16) If any difference shall arise between the corporation and the Company under this section such difference shall be determined by an arbitrator to be appointed on the application of either party by the Board of Trade and the decision of such arbitrator shall be final and binding.

For protection of rural district council of Loughborough.

**9.** For the protection of the rural district council of Loughborough (herein-after referred to as "the council") the following provisions shall unless otherwise agreed between the council and the Company have effect (that is to say):—

(1) The Company shall carry the Beacon Road over the railway by means of a bridge of a width of not less than thirty feet between the parapets and having approaches of a like width and of an inclination not steeper than one in twenty:

(2) The Company shall carry the footpath leading from Loughborough to the Outwoods and Newtown Linford (at a point

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one mile five furlongs two chains from the commencement of the railway) by means of a proper footbridge over the railway with proper fences of not less than four feet six inches in height and shall maintain and keep the same in repair :

(3) The Company shall carry the railway over the Forest Road numbered on the deposited plans twenty in the parish of Nanpanton by means of a girder bridge having a span of not less than thirty-two feet measured on the square and a headway throughout of not less than sixteen feet above the surface of the road and the gradient of the road shall not be altered to a steeper gradient on the east side of such bridge than one in thirty and the Company shall so construct such bridge as to prevent as far as practicable the dripping of water therefrom on to the said road :

(4) The Company shall make provision to the reasonable satisfaction of the engineer of the council for the drainage of the Forest Road where altered for the purpose of carrying the railway over the same and shall be liable for the repair and maintenance of the portion of such road so altered and shall repair and maintain the same to the reasonable satisfaction of the council :

(5) The provisions of sub-sections 1 3 5 6 8 9 10 11 12 13 14 and 21 of the section in this Act for the protection of the Leicestershire County Council and the Sheepshed Urban District Council shall apply and have effect for the protection of the rural district council of Loughborough as fully as if the same sub-sections were sub-sections of this section with the substitution of the Loughborough Rural District Council for the said Sheepshed Urban District Council :

(6) If any difference shall arise between the council and the Company under this section such difference shall be determined by an arbitrator to be appointed on the application of either party by the Board of Trade and the decision of such arbitrator shall be final and binding.

Capital.

**10.** The capital of the Company shall be eighty thousand pounds in eight thousand shares of ten pounds each.

Shares not to be issued until one fifth paid.

**11.** 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.

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

Receipt in case of person not sui juris.

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

Power to borrow.

**14.** The Company may borrow on mortgage of the undertaking any sum not exceeding in the whole twenty-six thousand six hundred and sixty-six pounds but no part thereof shall be borrowed until the whole capital of eighty 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 40th section of the Companies Clauses Consolidation Act 1845 before he so certifies that the whole of such capital has been issued and accepted and that one half thereof has been paid up and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such capital was issued bonâ fide and is held by the persons or corporations to whom the same was issued or their executors administrators successors or assigns and that such persons or corporations their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

For appointment of a receiver.

**15.** 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 two thousand pounds in the whole.

Debenture stock.

**16.** 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

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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.

Application of moneys.

**17.** 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.

**18.** The first ordinary meeting of the Company shall be held within twelve months after the passing of this Act.

Number of directors.

**19.** The number of the 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.

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

Quorum of directors.

**21.** The quorum of a meeting of directors shall be three.

First directors.

**22.** Alexander Baines Joseph Harriman and William Moss and two other persons to be nominated by them or the majority of them and consenting to such nomination shall be the first directors of the Company and shall continue in office until the

Election of directors.

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

Lands for extraordinary purposes.

**23.** 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 three

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.

**24.** 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.

Inclination of roads.

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

| No. on deposited Plans. | Parish. | Description of Road. | Intended Inclination. |
|---|---|---|---|
| 53 | Loughborough | Public | 1 in 15 |
| 2 | Nanpantan | Public | 1 in 15 |

Owners may be required to sell parts only of certain lands and buildings.

**26.** And whereas in the construction of the works by this Act authorised or otherwise in exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect :—

(1) The owner of and persons interested in any of the properties whereof the whole or part is described in the schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are herein-after included in the term "the owner" and the said properties are herein-after referred to as "the scheduled properties" :

(2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company

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paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:

(3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (herein-after referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:

(4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal:

(5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner:

(6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice:

(7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

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

Power to take easements &c. by agreement.

**27.** 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 of labouring class.

**28.**—(1) The Company shall not under the powers of this Act purchase or acquire 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 have been or shall be subsequently so occupied.

(2) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provision 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

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Consolidated Fund of the United Kingdom Provided that the Court may if it think fit reduce such penalty.

(3) For the purpose of this section 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 such persons who may be residing with them.

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

**29.** Whereas pursuant to the standing orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of three thousand three hundred and seventy-two pounds thirteen shillings and one penny Two and Three Quarters per centum Consolidated Stock being equal to five per centum upon the amount of the estimate in respect of the railway has been transferred into the name of the Paymaster-General for and on behalf of the Supreme Court in respect of the application to Parliament for this Act (which sum is referred to in this Act as "the deposit fund") Be it enacted that notwithstanding anything contained in the said Act the deposit fund shall not be 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 the public conveyance of passengers 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 passengers then on the production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway the High Court shall on the application of the depositors order the portion of the deposit fund specified in the certificate to be transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any

certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application of deposit.

**30.** If the Company do not previously to the expiration of the period limited for the completion of the railway complete the same and open it for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any 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 railway has been abandoned be 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 re-transferred to the depositors Provided that until the deposit fund has been re-transferred to the depositors or has become otherwise applicable as herein-before mentioned any interest or dividend 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.

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

Tolls.

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

Rates for merchandise.

**33.** The classification of merchandise traffic including perishable merchandise exceeding fifty-six pounds in weight by passenger train and the schedule of maximum rates and charges applicable

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thereto and the regulations and provisions contained in the schedule to the Railway Rates and Charges No. 12 (Manchester Sheffield and Lincolnshire Railway &c.) Order 1892 (which Order is scheduled to and confirmed by the Railway Rates and Charges No. 12 (Manchester Sheffield and Lincolnshire Railway &c.) Order Confirmation Act 1892) 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.

**34.** With respect to small parcels (other than perishable merchandise) not exceeding five hundred pounds in weight conveyed by passenger trains other than small parcels exceeding fifty-six pounds in weight of perishable merchandise 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 threepence;

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.

**35.** The maximum rate 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;

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.

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

Foregoing charges not to apply to special trains.

**37.** 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 agreements with Great Central Railway Company.

**38.** The Company on the one hand and the Great Central 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 from time to time enter into agreements with respect to the following purposes or any of them (that is to say) :—

The maintenance and management of the railway of the Company or any part thereof and of the works connected therewith or any of them ;

The use or working of the railway or of any part thereof and the conveyance of traffic thereon ;

The regulation collection transmission and delivery of traffic coming from or destined for the undertakings of the contracting companies ;

The fixing (subject to the authorised maximum rates) collecting and apportionment of the tolls rates charges receipts and revenues levied taken or arising in respect of traffic ;

The supply and maintenance under any agreement for the railway of the Company being worked and used by the Great Central Railway Company of rolling stock and plant necessary for the purposes of such agreement ;

The employment of officers and servants for the conveyance and conduct of traffic and all incidental matters.

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Saving for Postmaster-General.

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

**40.** 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 the Great Central Railway Company the railways of the contracting companies 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 the Great Central Railway Company 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 the railway of the Great Central Railway Company the Company shall be deemed to be a company connected with the Great Central Railway Company and specified in the appendix to the schedule to the Railway Rates and Charges No. 12 (Manchester Sheffield and Lincolnshire Railway &c.) Order 1892 confirmed by the Railway Rates and Charges No. 12 (Manchester Sheffield and Lincolnshire Railway &c.) Order Confirmation Act 1892.

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

**41.** 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.

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Power to pay interest out of capital during construction.

**42.** 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 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 herein-after stated (that is to say) :—

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

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

(C) The aggregate amount to be so paid for interest shall not exceed five 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 herein-before set forth no interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to 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.

Provision as to general Railway Acts.

**43.** 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.

**44.** 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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## The SCHEDULE referred to in the foregoing Act.

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