CHAPTER xxii.

An Act to authorise the Mansfield Railway Company to construct a branch railway in the county of Nottingham in extension of their authorised undertaking to raise additional capital and for other purposes. A.D. 1919.

[22nd July 1919.]

WHEREAS by the Mansfield Railway Act 1910 (in this Act called "the Act of 1910") the Mansfield Railway Company (in this Act called "the Company") were incorporated and authorised to make certain railways and works in the county of Nottingham and to raise capital for the purpose:

And whereas by the Mansfield Railway Act 1914 (in this Act called "the Act of 1914") the Company were authorised to make the extension railways therein described and to raise additional capital:

And whereas by the Mansfield Railway Act 1917 (in this Act called "the Act of 1917") the Company were authorised to create and issue additional loan capital:

And whereas the following is a statement of the share and loan capital which the Company have issued or borrowed or are authorised to issue and borrow under the powers in that behalf conferred upon the Company by the recited Acts:

Share Capital.

Act.	Description of Shares.	Total paid up.	Total authorised.
		£	£
Act of 1910 - -	Ordinary shares - -	125,000	250,000
	Preference shares - -	125,000	
Act of 1914 - -	Ordinary shares - -	75,000	150,000
	Preference shares - -	75,000	

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LOAN CAPITAL.

Act.	Description of Loan.	Total borrowed.	Remaining to be borrowed.	Total authorised.
		£	£	£
Act of 1910 -	Terminable debenture stock.	75,000	8,333	83,333
Act of 1914 -		45,000	5,000	50,000
Act of 1917 -	Terminable "B" debenture stock.	70,000	5,000	75,000

And whereas it is expedient and would be of public and local advantage that the Company should be empowered to construct the branch railway described in this Act and to raise additional capital and borrow further money for the purpose in manner hereinafter mentioned:

And whereas it is expedient that the powers in this Act contained should be conferred on the Company with reference to the creation and issue of redeemable debenture stock:

And whereas it is expedient that the other powers contained in this Act should be conferred upon the Company:

And whereas plans and sections showing the lines and levels of the extension railway authorised by this Act such plans also showing the additional lands to be acquired under the powers of this Act and also books of reference to the plans 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 Nottingham and are hereinafter respectively referred to as the deposited plans sections and books of reference:

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

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 Mansfield Railway Act 1919.

Incorporation of Acts.

2. The provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (viz.):—

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

The giving of notices; and

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

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 the construction of a railway) of the Railways Clauses Act 1863 are (so far as the same are applicable to the purposes of and are not varied by or inconsistent with 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 And—

The expression "the Company" means the Mansfield Railway Company;

The expression "the Act of 1910" means the Mansfield Railway Act 1910;

The expression "the Act of 1914" means the Mansfield Railway Act 1914;

The expression "the Act of 1917" means the Mansfield Railway Act 1917;

The expression "the authorised railway" means the railways authorised by the Act of 1910 and the Act of 1914;

The expression "the railway" or "the railways" means the railway and the works connected therewith by this Act authorised.

Power to make railways and works.

4. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railway and works in the county of Nottingham hereinafter described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated upon the deposited plans and described in the deposited books of reference as may be required for those

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purposes The railway hereinbefore referred to and authorised by this Act is:—

A Railway No. 2 (Blidworth Colliery Branch) two miles one furlong three chains in length commencing in the parish of Rufford in the rural district of Southwell in the county of Nottingham by a junction with the Company's said Rufford Colliery Branch at a point two and a half chains or thereabouts measured in a southerly direction along the said railway from the crossing by the said railway of the public road from Mansfield to Bilsthorpe and terminating in the parish of Blidworth in the rural district of Skegby in the field or inclosure numbered 94 on the Ordnance map of the said parish (scale $\frac{1}{2500}$ 1916 edition) at a point adjoining the eastern fence of the said field three and a half chains or thereabouts from the south-eastern corner thereof measuring along the said fence in a north-westerly direction.

Power to deviate.

5. In making the railway the Company may deviate laterally to any extent not exceeding the limits of deviation shown on the deposited plans and may deviate vertically from the levels shown on the deposited sections to any extent not exceeding ten feet upwards or downwards or to such further extent as the Company may find necessary or convenient and as may be sanctioned by the Board of Trade.

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

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

Railway to form part of undertaking of Company.

7. The railway by this Act authorised and the works connected therewith shall for the purposes of tolls rates and charges and all other purposes be deemed to be part of the undertaking of the Company and of the railways authorised by the Act of 1910 and the Act of 1914.

Period for completion of railway.

8. 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 same or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

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

9. Whereas pursuant to the standing orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of three thousand seven hundred and fifty-three pounds being five per cent. upon the amount of the estimate in respect of the railway has been deposited with 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 said 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 the public conveyance of passengers or merchandise 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 passengers or merchandise 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 certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application of deposit.

10. 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 or merchandise 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

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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 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.

Providing for release of portion of deposit.

11. The High Court may and shall at any time after the passing of this Act on the application of the depositors order that the sum of one thousand seven hundred and fifteen pounds eighteen shillings or the stock funds or other security in which the same has been invested (part of the sum originally deposited in respect of the application for this Act) relating to Railway No. 1 and the works connected therewith together with any interest or dividend accrued thereon shall be paid to the depositors or as they may direct and upon such order being made the same shall be paid accordingly.

Lands for extraordinary purposes.

12. The quantity of land to be taken by the Company by agreement under this Act 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.

Persons under disability may

13. 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.

grant easements &c.

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

Period for compulsory purchase of lands.

15. All private rights of way over any lands which shall under the powers of this Act be acquired compulsorily shall as from the date of such acquisition be extinguished Provided that the Company shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

As to private rights of way.

16. The Company may apply towards the construction of the railway and works or other the purposes of this Act any moneys which they are already authorised to raise by the Act of 1910 the Act of 1914 and the Act of 1917 and which may not be required by them for the purposes for which the same were authorised to be raised and may subject to the provisions of this Act create and issue additional debentures (to be called "B" debentures) debenture stock (to be called "B" debenture stock) or mortgages of such nominal value as shall be sufficient to raise at the price at which the same shall be issued a sum not exceeding sixty thousand pounds All such debentures debenture stock or mortgages shall rank pari passu with the "B" debentures "B" debenture stock or mortgages of the Company created and issued or to be created and issued under the authority of the Act of 1917 and shall except as by this Act otherwise expressly provided be deemed for all purposes to have been authorised by the Act of 1917.

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

17. Section 5 of the Act of 1917 with respect to the appointment of a receiver by mortgagees of the Company is hereby repealed but without prejudice to any appointment made

Appointment of receiver.

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or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under that section The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Company may issue redeemable debenture stock.

18.—(1) The Company may from time to time issue as redeemable debenture stock any debenture stock which they are by this Act authorised to create and shall previously to the issue of the same specify the terms and conditions on which the same may or shall be redeemed.

(2) There may be included among the conditions for the redemption of any such redeemable debenture stock an option to the Company to call in upon such notice as may be prescribed by the conditions and pay off such stock or any part thereof at any time before the date (if any) fixed for the redemption and also a condition for the redemption thereof or of any part or parts thereof by the substitution for the stock so to be redeemed of other debenture stock of the Company (either redeemable or irredeemable) of an equal larger or smaller amount.

(3) The Company may from time to time after providing for the payment of interest on any mortgages bonds debenture stock and preference stock of the Company and providing for other fixed charges and obligations set apart out of revenue such sums as they may consider proper for the purpose of forming a fund for the redemption at maturity of any redeemable debenture stock which under the conditions of the creation and issue of that stock is to be redeemed wholly or partly in cash and the Company may invest such fund or any part thereof and the resulting income therefrom in any securities in which trustees are by law authorised to invest trust funds or in any securities not being securities of the Company in which they may by resolution of a general meeting be authorised to invest such fund and they shall hold and apply such fund for the purpose of redeeming any redeemable debenture stock of the Company at maturity Provided that the directors may at any time and from time to time apply any part of such fund in the purchase of any redeemable debenture stock at

any price not exceeding the redemption price and any stock so purchased shall be cancelled.

Borrowed money repaid may be again borrowed.

19. Section 39 (Power to re-borrow) of the Companies Clauses Consolidation Act 1845 shall apply to any moneys borrowed or re-borrowed by the Company by the creation and issue of redeemable debenture stock as well as to moneys borrowed on mortgage or bond and the powers conferred by that section may (subject to the provisions of subsection (1) of the last preceding section of this Act) be exercised by the directors of the Company from time to time by virtue of this Act and without any further or other sanction or authority and section 34 (Borrowing powers extinguished to extent of debenture stock) of the Companies Clauses Act 1863 shall not apply.

Power to borrow temporarily.

20.—(1) The Company may borrow temporarily on the security of any debentures or debenture stock (whether redeemable or irredeemable) which they are by this or any other Act authorised to create or issue or re-issue and when any sum so borrowed is paid off or satisfied and the debentures or debenture stock constituting the security therefor shall have been transferred or surrendered to the Company such debentures or debenture stock shall not be deemed to have been issued or to be extinguished but the same may be re-issued by the Company and when so re-issued shall confer upon the holders thereof the same rights and priorities in all respects as if the same had never previously been issued and section 34 (Borrowing powers extinguished to extent of debenture stock) of the Companies Clauses Act 1863 shall not apply.

(2) The re-issue of any such debentures or debenture stock under the power by this section given to the Company shall be treated as the issue of a new debenture or new debenture stock for the purposes of stamp duty or duty on loan capital chargeable under section 8 of the Finance Act 1899 but shall not be so treated for the purposes of any provision limiting the number or amount of debentures or debenture stock to be issued:

Provided that any person lending money on the security of a debenture re-issued under this section which appears to be duly stamped may give the debenture in evidence in any proceedings for enforcing his security without payment of the stamp duty or any penalty in respect thereof unless he had

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notice or but for his negligence might have discovered that the debenture was not duly stamped but in any such case the Company shall be liable to pay the proper stamp duty and any penalty.

Powers may be exercised by directors.

21. Notwithstanding the provisions of this Act or any Act relating to the Company or any Acts incorporated therewith the directors of the Company may from time to time by virtue of this Act and without further or other sanction or authority exercise the powers conferred by this Act.

Application of moneys.

22. All moneys raised under this Act whether by stock debenture stock or borrowing shall be applied for the general purposes of the Company to which capital is properly applicable and not otherwise.

Receipt in case of persons not sui juris.

23. 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 enter into traffic arrangements.

24. 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 working use management and maintenance of the railways of the companies respectively or any one or more of them or any part thereof respectively and of the works connected therewith respectively or any of them:

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

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 the Company of engines stock and plant necessary for the purposes of such agreement and the employment of officers and servants:

The fixing subject to the authorised maximum rates and the collection appropriation and apportionment of the tolls rates charges receipts and revenues levied taken or arising in respect of tolls.

Power to construct branch railways &c. for accommodation of collieries &c.

25. The Company may enter into and carry into effect agreements with any owner or lessee of lands or of a colliery or of any other works adjoining or near to the railway by this Act authorised as to the construction management maintenance working and use of branch railways sidings and junctions on lands belonging to them or on lands acquired for the purposes of this Act to be connected with such railway and may apply their funds for that purpose and unless otherwise agreed may take similar tolls rates and charges therefor as are authorised by this Act.

Incorporation of sections 42 and 45 of Act of 1910.

26. Section 42 (Tolls on traffic conveyed partly on the railway and partly on any other railway) and section 45 (Saving for Postmaster-General) of the Act of 1910 are incorporated with and form part of this Act and shall extend and apply to the railway and works by this Act authorised.

For protection of Great Central Railway Company.

27. The following provisions for the protection of the Great Central Railway Company (hereinafter in this section called "the Great Central Company") shall unless with the consent of the Great Central Company in writing under their common seal apply and have effect:—

(1) All works or any part thereof necessary for or connected with the said railway and junctions within the limits of the existing railways and property of the Company which are in pursuance of any agreement made between the Company and the Great Central Company worked and maintained by the Great Central Company shall be constructed by the Great Central Company at such time or times as the Company shall require and under the supervision and to the reasonable satisfaction of the engineer of the Company and shall thereafter to the like satisfaction be maintained by the Great Central Company and all reasonable expenses incurred by the Great Central Company in constructing and maintaining such works shall unless otherwise agreed be repaid by the Company to the Great Central Company on demand:

(2) The Company shall take all reasonable precautions in the execution of their works to prevent any interference with the free and uninterrupted and safe use in the ordinary manner and at the ordinary rate of speed of any railway siding or other work

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belonging to or worked by the Great Central Company:

(3) The Company shall bear and on demand pay to the Great Central Company the reasonable expense of the employment by the Great Central Company during the execution or repair of any work to be executed under the powers of this Act affecting any railway siding or other work which is worked and maintained by the Great Central Company as aforesaid of a sufficient number of inspectors watchmen and signalmen to be appointed by the Great Central Company for watching and signalling the same with reference to and during the execution or repair of any such work of the Company and for preventing all interference obstruction danger and accidents from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employ of the Company or of their contractors with reference thereto or otherwise and shall also bear and on demand pay the costs of the engineer in connexion with the said works:

(4) If by reason of the construction or working of the railway or works by this Act authorised it shall become necessary to construct add to or alter any signal cabin or cabins signal posts signals electrical telephonic or telegraphic appliances or other similar works on any railway belonging to or worked by the Great Central Company as aforesaid the reasonable expense of such constructions additions and alterations shall be repaid by the Company to the Great Central Company on demand and the cost of maintaining and working any additional signal cabins signal posts signals electrical telephonic or telegraphic appliances or other similar works and a fair proportion of the cost of maintaining and working any altered signal cabins signal posts signals electrical telephonic or telegraphic appliances or other similar works shall at the end of every half-year be repaid by the Company to the Great Central Company:

(5) If by reason of the execution or failure of any of the works of the Company by this Act authorised or of any act or omission of the Company or of their

contractors or of any person in the employ of the Company or of their contractors or otherwise any railway siding building work or convenience which is worked or maintained by the Great Central Company as aforesaid shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the Great Central Company may make good the same and may execute such works as may be necessary to prevent a recurrence of such injury or damage and recover the reasonable expense thereof against the Company and if any interruption shall be occasioned to the traffic of or upon any such railway siding or other work by reason of any of the matters aforesaid the Company shall pay to the Great Central Company all costs and expenses to which the Great Central Company may be put as well as full compensation:

(6) If at any time hereafter the Great Central Company shall be desirous of extending widening or altering any of their railways or works or any railways or works worked or maintained by the Great Central Company and such extension widening or alteration is affected by the construction of the railway or works by this Act authorised the Company shall give to the Great Central Company all proper and reasonable facilities for that purpose and any extra cost the Great Central Company may be put to in carrying out such extension widening or alteration by reason or in consequence of the construction of the railway and works by this Act authorised shall be repaid to them by the Company:

(7) If any difference shall arise between the Company and the Great Central Company under the preceding subsections the same shall be determined unless otherwise agreed by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice to the other and the provisions of the Arbitration Act 1889 shall apply thereto.

For protection of Midland

28. In executing the works by this Act authorised where the same will cross over or otherwise affect any railway siding

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Railway Company.

or other part of the works or property (which railway siding works and property are hereinafter called "the Midland 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 in writing under their respective common seals) be subject to the following conditions:—

(1) Railway No. 2 (Blidworth Colliery Branch) by this Act authorised shall be carried over the Mansfield and Southwell Railway of the Midland Company by means of a girder bridge of a single span having a clear width between the abutments of fifty-eight feet measured square to the said railway of the Midland Company and having a clear headway throughout of not less than fifteen feet above the upper surface of the Midland rails:

(2) All works to be done by the Company in the exercise of the powers conferred by this Act in any way affecting the Midland Railway shall be executed by and in all things at the expense of the Company and 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 sections specifications and drawings to be previously submitted to and reasonably approved by him:

(3) 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 or any part thereof as will affect the Midland Railway the Midland Company may themselves execute such works and recover the reasonable costs thereof from the Company:

(4) If any subsidence shall occur by which the level of the bridge carrying Railway No. 2 (Blidworth Colliery Branch) over the Midland Railway shall be lowered so that the headway prescribed by this section be not maintained then the Company shall at their own cost when called upon by the Midland Company to do so raise or lift the bridge over the Midland Railway to the height above Ordnance

datum at which it was originally constructed under the provisions of this Act:

(5) The bridge and other works of the Company which affect the Midland Company shall be at all times maintained in good repair and condition at the expense of the Company and to the reasonable satisfaction of the said engineer of the Midland Company and if and whenever the Company fail to do so the Midland Company may make and do in and upon as well the lands of the Company as their own lands all such works repairs and things as they may reasonably think necessary in that behalf and the reasonable expense thereof shall be repaid to the Midland Company by the Company:

(6) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors any railway siding or other work belonging or leased to or worked by the Midland Company shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the Midland Company may make good the same and recover the reasonable expense thereof against the Company And if any interruption shall be occasioned to the traffic of or upon any such railway siding or other work of the Midland Company by reason of any of the matters or causes aforesaid the Company shall pay to the Midland Company all costs and expenses to which the Midland Company may be put as well as full compensation to be recoverable by the Midland Company from the Company:

7) The Company shall bear and on demand pay to the Midland Company the reasonable expense of the employment by the Midland Company during the execution repair or maintenance of any work affecting the Midland Railway of a sufficient number of inspectors watchmen and signalmen to be appointed by the Midland Company for watching and signalling the same with reference to and during the execution of any such work of the Company

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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:

(8) If in the opinion of the Midland Company or in case of difference between them and the Company of an arbitrator to be appointed as hereinafter provided it shall be necessary for the Midland Company to purchase or pay compensation for any minerals required to be left unworked for the protection and safety of any works constructed under the powers of this Act and which but for this Act would not so have been required to be left unworked the Company shall on demand pay to the Midland Company all costs and expenses incurred by them in relation to any such purchase or payment of compensation:

(9) If by reason of the construction of Railway No. 2 (Blidworth Colliery Branch) it shall become necessary to add to or alter any signal cabin signal posts signals electrical power lines telegraph poles or wires or other similar works upon the Midland Railway the same shall be so added to or altered by the Midland Company and the reasonable expense of such alterations and additions and the maintenance thereof shall be repaid to the Midland Company by the Company:

(10) If the Midland Company at any time hereafter be desirous for the purpose of widening the railway of the Midland Company or of forming branches or sidings to any existing or intended collieries works or manufactories of constructing a bridge or bridges over or under the railway by this Act authorised the Company shall afford to the Midland Company all reasonable and proper facilities for the construction of such bridge or bridges provided nevertheless that the plans specifications and drawings of any such works shall be submitted to and reasonably approved in writing by the principal engineer for the time being of the Company:

(11) The Company shall not (except with the consent of the Midland Company under their common seal) purchase or acquire any lands or property of the

Midland Company but the Company shall acquire only such an easement over the Midland Railway as may be necessary for constructing or maintaining the works 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:

(12) Except as in this section otherwise expressly provided for any dispute or difference which may arise between the Midland Company and the Company with reference to the provisions of this section or in any way arising thereout or as to any works to be carried out in pursuance thereof shall be settled by arbitration by an engineer or other fit person to be appointed (in default of agreement) by the President for the time being 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 Nottinghamshire County Council.

29. For the protection of the county council of the administrative county of Nottingham (in this section called "the county council") the following provisions shall notwithstanding anything contained in this Act or shown upon the deposited plans and sections apply and have effect unless otherwise agreed upon in writing between the county council and the Company (that is to say):—

(1) The bridge to be constructed by the Company in the parish of Blidworth for carrying Railway No. 2 by this Act authorised over the Mansfield and Southwell main road shall be constructed as a girder bridge and shall have a clear headway throughout above the existing surface of the said main road of at least sixteen feet and a clear span throughout measured on the square with the said road and without any intervening support or obstruction of not less than forty-five feet:

(2) The soffit or underside of such bridge shall be rendered watertight and maintained in a watertight condition and properly constructed with efficient gutters and

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down spouts and connected with the surface-water drains or carried to the water table of the road to the reasonable satisfaction of the county council and the roadway thereunder shall be drained and channelled to the reasonable satisfaction of the county council and the drainage so disposed of as not to cause any unnecessary damage to the road or foot-paths :

(3) The bridge to be constructed by the Company for carrying the Hockerton Kirklington and Rainworth main road numbered on the deposited plans 16 in the parish of Rufford over the railway shall be constructed with a right-angled width between the parapets or fences thereof of at least thirty-five feet measured on the square with the road and such parapets or fences shall be not less than four feet six inches in height above the level of the road and the approaches to such road and the roadway of such bridge and the approaches thereof shall be drained and channelled to the reasonable satisfaction of the county council :

(4) The Company shall not alter or interfere with the existing level of any such road as aforesaid except as shown on the deposited plans without the previous consent in writing of the county council :

(5) The Company shall not commence or execute any bridges or works as aforesaid unless and until they shall have first delivered to the county council plans sections and specifications thereof and the same shall have been examined and reasonably approved in writing by the county council or by an arbitrator appointed as hereinafter provided Provided always that if the county council shall fail to approve or to disapprove of any such plans sections and specifications within one month after the same have been delivered to them then they shall be deemed to have approved the same and the bridges or works to which the same relate may be carried out by the Company in accordance with such plans sections and specifications :

(6) The Company shall construct and execute all such bridges and works as aforesaid in accordance with

plans sections and specifications so approved as aforesaid and at their sole expense and under the reasonable supervision and to the reasonable satisfaction of the county council and the Company shall thereafter at the like expense maintain the said bridges and works and all necessary works connected therewith in perpetuity in good and substantial condition and repair to the reasonable satisfaction of the county council:

(7) The Company shall not in the construction and execution of any such bridges and works as aforesaid cause any interruption of the passage or conduct of the traffic over or along any of such roads as aforesaid further at any one time than to the extent of stopping the traffic of one-half of the width of the roadway or over such other width thereof as may be reasonably agreed between the county council and the Company and shall do as little damage as may be to such roads respectively and shall at their own expense in a proper and workmanlike manner and to the reasonable satisfaction of the county council make good all damage injury or disturbance whatsoever which shall happen or arise to any of such roads by reason or in consequence of the construction or execution of any such bridges or works as aforesaid:

(8) If the Company shall neglect or refuse to make good any such damage and injury as aforesaid for a space of seven days after receiving notice in writing from the county council requiring them so to do then the county council may execute and do all works and things necessary for making good the same and the Company shall within fourteen days after demand under the hand of the clerk of the county council pay to the county council all the reasonable costs charges and expenses incurred by the county council in executing and doing any such works and things as aforesaid:

(9) The Company shall during the execution and until the completion of any such works as are mentioned in this section make and carry into effect such arrangements for lighting and watching the same and any portion of any road interfered with or affected thereby

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as may be reasonably necessary to prevent danger or accident to persons and vehicles using the said roads:

(10) If by certificate of the surveyor to the county council it appears that any of the main roads have been injured or any extra expense has been incurred by the county council for the maintenance and repair of such roads by reason of the extraordinary traffic in the making or construction of the railway the Company shall on demand pay to the county council such costs charges and expenses as may be certified by such surveyor or if the amount thereof or liability therefor be disputed then such sum as may be awarded under the provisions for arbitration hereinafter contained and in case of default of payment thereof the same may be recovered by the county council in a summary manner:

(11) All costs charges and expenses payable by the Company to the county council under the provisions of this section shall be recoverable as a debt due from the Company to the county council:

(12) If any difference shall arise between the Company and the county council under this section the same shall be determined by an arbitrator to be agreed upon between the parties or to be appointed on the application of either party after notice to the other by the President of the Institution of Civil Engineers or an engineer to be appointed by him and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of Southwell Rural District Council.

30. Subsections (3) and (4) of section 47 of the Act of 1910 (For protection of Southwell Rural District Council) are incorporated with and form part of this Act and shall extend and apply to the railway and works by this Act authorised.

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

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

Provision as to general Railway Acts.

32. Nothing in this Act contained shall exempt the Company or the railway from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels.

Costs of Act.

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

Printed by EYRE and SPOTTISWOODE, LTD.,
FOR
WILLIAM RICHARD CODLING, Esq., C.B.E., M.V.O., the King's Printer of Acts of Parliament.

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