CHAPTER cxiii.

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An Act to confer additional powers upon the Midland Railway Company for the construction of works and the acquisition of lands and otherwise in connexion with their own and other undertakings; and for other purposes.

[25th June 1886.]

(New railways and other works.) (Additional lands &c.)

WHEREAS it is expedient that the Midland Railway Company (in this Act called the Company) should be empowered to construct the new railways roads and footpaths and execute the other works and exercise the other powers in this Act mentioned and also to acquire additional lands for the purposes of this Act and for extending their station siding warehouse coal wharf depôt mineral goods and other accommodation and for other purposes connected with their undertaking:

(Deposit of plans.)

And whereas plans and sections showing the lines and levels of the railways and other works by this Act authorised and plans showing the lands required or which may be taken for the purposes or under the powers of this Act and also books of reference to those plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands were duly deposited with the clerks of the peace for the several counties within which the said railways and other works will be made and the said lands are situate and those plans sections and books of reference are in this Act referred to as the deposited plans sections and books of reference respectively:

And whereas it is expedient that the Company should be authorised to abandon and relinquish the construction of the portion in this Act mentioned of the Ripley and Heanor Extension Railway authorised by the Midland Railway (Additional Powers) Act 1884:

And whereas it is expedient that the period limited by the Midland Railway (Additional Powers) Act 1881 for the construction of the Hendon Crossing Railway by that Act authorised should be extended as by this Act provided:

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And whereas it is expedient that further powers should be conferred upon the Company and the other companies authorised in that behalf as in this Act provided to make and carry into effect agreements with respect to the joint provision by the contracting companies of terminal accommodation at and of train services between towns places and stations on their respective systems and that further provisions should be made in reference thereto as by this Act provided:

And whereas it is expedient to confer further powers upon the Company with reference to the conversion into debenture stock of the Company of the mortgages and debenture stock of the Hereford Hay and Brecon Railway Company whose undertaking is vested in the Company:

And whereas it is also expedient that provision be made for the dissolution of the several companies herein-after mentioned in that behalf whose share capital has been consolidated with that of the Company under the powers of the Midland Railway (Additional Powers) Act 1885:

And whereas the objects 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 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 for all purposes as the Midland Railway Act 1886.

Incorporation of general Acts.

2. The following Acts and parts of an Act are except where expressly varied by this Act incorporated with and form part of this Act (that is to say):—

The Lands Clauses Consolidation Acts 1845 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883:

The Railways Clauses Consolidation Act 1845 and Part I. (relating to the construction of a railway) and Part II. (relating to extension of time) of the Railways Clauses Act 1863.

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 railways" means the new railways by this Act authorised:

The expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly

or partially incorporated herewith shall for the purposes of this Act be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Power to make new railways.

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 thereof the railways herein-after described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on those plans and described in the deposited books of reference relating thereto as may be required for that purpose:

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

A railway (to be called "the Heanor Deviation") two miles two furlongs six chains and sixty links in length situate wholly in the townships of Codnor and Loscoe and Heanor in the parish of Heanor in the county of Derby commencing by a junction with the Company's intended Ripley and Heanor Extension Railway authorised by the Midland Railway (Additional Powers) Act 1884 and terminating by a junction with the Company's Heanor Branch Railway:

A railway (to be called "the Staveley Railways Improvement") one mile two furlongs and eight chains in length situate wholly in the parish of Staveley in the county of Derby commencing by a junction with the Company's Speedwell Branch Railway and terminating by a junction with the Company's Seymour Branch Railway.

Tolls.

5. The railways shall for the purposes of tolls and charges and for all other purposes whatsoever be part of the undertaking of the Company as if the same had been part of the Midland Railway vested in the Company by the Act (local and personal) 7 and 8 Vict. chapter 18 entitled "An Act to consolidate the North Midland "Midland Counties and Birmingham and Derby Junction Railways" and had formed part of the line of the Midland Railway at the time of the passing of the Act (local and personal) 9 and 10 Vict. chapter 326 entitled "An Act to consolidate the Bristol and Gloucester and "Birmingham and Gloucester Railway Companies with the Midland "Railway Company."

Period for completion of railways.

6. The railways shall be completed within the period of five years from the passing of this Act and if not so completed then on the expiration of that period the powers by this Act granted to the Company for making and completing the railways or otherwise in relation

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thereto shall cease to be exercised except as to so much thereof as is then completed.

Imposing penalty unless railways opened.

7. If the Company fail within the period limited by this Act to complete the railways or either of them they shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the uncompleted railway or railways is or are completed and opened for public traffic or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the uncompleted railway or railways:

The said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act or by the Solicitor to Her Majesty's Treasury and in the same manner as the penalty provided in the third section of the Railway and Canal Traffic Act 1854:

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court of Judicature in England in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided:

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the uncompleted railway or railways by unforeseen accident or circumstances beyond their control Provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing for application of penalty.

8. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the "London Gazette" shall be applied towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or railways in respect of which the penalty has been incurred or any portion thereof or who may have been subjected to injury or loss in consequence of the compulsory powers of taking land conferred upon the Company by this Act of taking property for the purposes of such railway or railways and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice in England may seem fit:

If no such compensation shall be payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid to or for the account of Her Majesty's Exchequer in such manner as the Chancery Division thinks fits to order on the application of the Solicitor to Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the said Chancery Division if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Power to make roads and footpaths &c.

9. Subject to the provisions of this Act the Company may make in the lines shown on the deposited plans the roads and footpaths herein-after described with all proper works and conveniences connected therewith and may exercise the other powers herein-after mentioned and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes (that is to say):

(1.) They may make a new road in the township and parish of Skipton in the west riding of the county of York commencing by a junction with the existing public road from Carlton to Skipton at a point thereon thirteen chains or thereabouts measuring along that road in a westerly direction from the bridge carrying it over the Company's railway from Skipton to Leeds and terminating by a junction with the main road from Manchester to Skipton opposite to the entrance to the Skipton Station and may stop up and discontinue and extinguish all rights of way over so much of the public footpath from Carlton to Skipton which crosses the Company's railway from Skipton to Leeds by a bridge near the eastern end of the Skipton Station as lies between the northern foot of the said bridge and a point on the said footpath four chains or thereabouts south of the southern foot of that bridge:

(2.) They may construct a new road in the parish of Hendon in the county of Middlesex commencing by a junction with the public road called Collin Deep Lane at a point thereon eight chains or thereabouts east of the bridge carrying that road over the Company's railway from London to Bedford and terminating by another junction with the same road at a point thereon one

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chain or thereabouts from the centre of the bridge carrying that road over the brook called Silk Stream and may stop up and discontinue and extinguish all rights of way over so much of the existing road as lies between the commencement and termination of the proposed new road:

So much of section 21 of the Midland Railway (Additional Powers) Act 1881 as relates to Collin Deep Lane is hereby repealed:

(3.) They may construct a new road in the parish of Stroud in the county of Gloucester commencing by a junction with the London Road five chains or thereabouts measuring along that road in a north-westerly direction from its junction with Park Road and terminating in the Company's new Stroud Goods Station:

(4.) They may construct a new footpath situate wholly in the township of Draughton in the parish of Skipton in the west riding of the county of York commencing by a junction with the existing footpath leading from Addingham to Bolton Bridge at a point thereon seven chains or thereabouts measuring in a westerly direction along that footpath from the centre line of the Company's authorised Skipton and Ilkley Railway in course of construction and terminating by a junction with the existing footpath leading from Draughton through Lob Wood to Bolton Bridge at a point thereon seven chains or thereabouts measuring in a westerly direction along that footpath from the centre line of the Company's said Skipton and Ilkley Railway and may stop up and discontinue and extinguish all rights of way over so much of the said existing footpath leading from Addingham to Bolton Bridge as lies between its junction with the said footpath from Draughton to Bolton Bridge on the east side of the said railway and the commencement of the said new footpath:

(5.) They may construct a new footpath situate wholly in the parish of Rothwell in the west riding of the county of York commencing by a junction with the Leeds and Wakefield turnpike road at a point thereon one chain or thereabouts measuring in a north-easterly direction from the bridge carrying the said turnpike road over the Company's North Midland Railway and terminating by a junction with the existing footpath leading from the said turnpike road along the north-easterly fence of the said railway to the Pontefract Road at a point on that footpath fifteen chains or thereabouts from its junction with the said turnpike road and may stop up and discontinue and extinguish all rights of way over so much of the said existing

footpath as lies between its junction with the said turnpike road and the termination of the said new footpath.

Provisions as to repair of roads &c.

10. Subject to the provisions of this Act the roads and footpaths to be made under the authority of this Act shall when made and completed respectively be from time to time repaired and maintained by and at the expense of the same parties in the same manner and to the same extent as other roads and footpaths within the townships or parishes respectively in which such roads and footpaths will be situate are from time to time liable to be repaired or maintained:

If any question shall arise between the Company and any of such parties as to the due completion of the roads or footpaths or any of them such question shall from time to time be determined by two justices on the application of either of the parties in difference and after not less than seven days notice to both parties of the sitting of such justices for the purpose and the certificate of such justices of the due completion of such roads or footpaths shall be conclusive evidence of the fact so certified.

As to vesting of site and soil of portions of roads, &c. stopped up.

11. The site and soil of the said portions of roads and footpaths by this Act authorised to be stopped up and discontinued and the fee simple and inheritance thereof (except where by this Act otherwise provided) if the Company are or if and when under the powers of this Act or of any other Act relating to the Company already passed they become the owners of the lands on both sides thereof shall be from the time of the stopping up thereof respectively subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway wholly and absolutely vested in the Company for the purposes of their undertaking.

Extinguishment of rights of way &c.

12. Subject to the provisions of this Act all rights of way over and along the portions of highways which may under the provisions of this Act be stopped up and discontinued and over and along any of the lands which may under those provisions be purchased or acquired by compulsion shall be and the same are as from the stopping up or discontinuance of the said portions of highways or the purchase or acquisition of the said lands hereby extinguished:

The Company shall not stop up any existing road or any footpath until they shall have completed and opened to the public the road or footpath (if any) to be substituted therefor.

For protection of the Hendon Local Board.

13. In constructing the new road in the parish of Hendon (in this section referred to as "the said road") the Company shall be subject to the following conditions:—

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(1.) The said road shall be constructed as shown on the deposited plans and shall be of not less width than thirty feet throughout between the fences and shall be formed and made by the Company at their expense and properly gravelled kerbed and channelled with all necessary and proper footways and surface water drains to the reasonable satisfaction in all respects of the surveyor for the time being of the Hendon Local Board in this section called the said surveyor:

(2.) The said road shall in no way be diverted from the position as shown on the deposited plans and the inclination of such road shall not be steeper than 1 in 23:

(3.) The Company shall for ever hereafter at their expense maintain and keep in good repair the bridge carrying the said road over the railway and the approaches thereto:

(4.) The substructure and embankment and any archways and fences on the remainder of the said road beyond the approaches to such bridge shall be maintained and kept in repair by the Company to the reasonable satisfaction of the said surveyor for a period of ten years from the completion of such new road and after the same shall have been opened for public traffic:

(5.) The Company shall also maintain and keep in good repair to the reasonable satisfaction of the said surveyor the whole of the surface of the said road with the necessary fences to the same for a period of three years from the completion of such road and after the same has been opened for public traffic and after the expiration of such three years the portion of the surface beyond the said approaches only of the said road shall be taken over and repaired by the said local board:

(6.) The Company shall construct and maintain on each side and for the full length of the said bridge and approaches a substantial parapet or close screen not less than six feet in height above the level of the footway on such bridge and approaches:

(7.) The Company shall fence throughout the remaining portions of the said road beyond such approaches with such walls or other suitable fencing as may be reasonably required by the said surveyor:

(8.) The parapets and screens of the said bridge and approaches shall be constructed in such reasonably ornamental manner as the said local board shall approve and shall not be used for the posting of bills or for any other advertising purposes:

(9.) In constructing the said road and bridge provision shall be made to the reasonable satisfaction of the said surveyor for carrying off storm and surface waters and also for carrying sewers drains and water mains:

(10.) The Company shall to the reasonable satisfaction of the said surveyor restore all sewers drains water-pipes hydrants gas-pipes and gullies in the roads highways and public places which shall be broken up destroyed or damaged in the execution of the works or provide instead thereof other proper and sufficient sewers drains pipes hydrants and gullies:

(11.) Where any of the works shall or may pass over or under or by the side of or so as to interfere with any sewer drain water-pipe watercourse gas-pipe hydrant defence or work under the jurisdiction or control of the said local board or shall or may in any way prejudicially affect the sewerage or drainage of the district under their control or the outfalls of their drainage the Company shall not commence such works until they shall have given to the said local board seven days previous notice in writing of their intention to commence the same by leaving such notice at the office of the said local board for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and the said local board shall have signified their approval of the same unless the said local board do not signify their approval or disapproval within fourteen days after service or delivery of the plan section and particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the said local board in the execution of the said works and shall provide by new altered or substituted works for the proper protection of and for preventing injury or impediment to the sewers drains watercourses outfalls and works herein-before referred to by or by reason of the said works or any part thereof and shall save harmless and keep indemnified the said local board against all and every the expenses to be occasioned thereby and all such works shall be done under the superintendence and to the reasonable satisfaction of the said surveyor at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the said local board may be put to by reason of the works of the Company whether in the execution of the works or superintendence thereof or otherwise shall be paid to the said local board by the Company on demand and when any new altered or substituted works as aforesaid or any works connected therewith shall be completed by or at the costs charges and expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the jurisdiction and control of the said local board as any sewers or works now are or hereafter may be and except

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only as is by this Act expressly provided nothing in this Act contained shall in any manner extend or be construed to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the said local board or their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed.

For the protection of the Regent's Canal City and Docks Railway Company.

14. The Company shall not under the powers of this Act enter upon take or use any land rights or easements belonging to the Regent's Canal City and Docks Railway Company other than so much thereof (if any) as may be necessary for constructing the new road at Hendon in accordance with the deposited plans and sections.

For protection of the Great Western Railway Company.

15. For the protection of the Great Western Railway Company (in this section called the Great Western Company) the following provisions shall have effect that is to say:—

Not to enter upon lands of Great Western Company until plans of proposed works affecting that Company approved.

(1.) The Company shall not enter upon or interfere with the railway of the Great Western Company or any of the lands or works of that company or execute any works whatever under over or affecting the same until the Company shall have delivered to the Great Western Company plans and drawings of such intended works and those plans and drawings shall have been approved in writing by the engineer for the time being of the Great Western Company appointed for that purpose or in the event of his failure for thirty days after the delivery of the plans and drawings until the same shall have been approved by an engineer to be appointed on the application of the Company by the Board of Trade and all the intended works shall be executed by the Company at their sole expense in all things according to such approved plans and drawings and to the reasonable satisfaction of the said engineer for the time being of the Great Western Company or in case of difference by an engineer to be appointed by the Board of Trade:

As to execution of the roadway on lands of the Great Western Company.

(2.) In constructing the new road in the parish of Stroud described in sub-section 3 of section 9 of this Act through or under the railway works land and property of the Great Western Company the Company shall not deviate from the line thereof as shown on the deposited plans where the said roadway passes under the railway of the Great Western Company without the previous consent in writing of that company under their common seal and the said roadway where it crosses under the railway of the Great Western Company shall be carried under the viaduct of that railway and on each side thereof for a distance of ten yards at right angles to the railway instead of in the manner shown on the deposited plans and such crossing under the railway of

the Great Western Company shall be effected in such a manner as not to injure the stability of the railway viaduct and works of the Great Western Company provided that if at any time hereafter the Great Western Company require to widen their railway for more than two lines of rails they may alter and extend their said viaduct so that the road may be crossed over at any time or times hereafter by not exceeding four additional lines of rails on the said viaduct without being required to make any money payment to the Company for extending the viaduct over such road:

Company to pay to the Great Western Company expenses of watchmen during construction of works.

(3.) The Company shall bear and on demand pay to the Great Western Company the reasonable expense of the employment by them during the making of the said road by this Act authorised under and adjacent to the Great Western Company's railway of a sufficient number of inspectors signalmen or watchmen to be appointed by them for watching their railway and works and the conduct of the traffic thereon with reference to and during the execution of the intended works 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 any person or persons in the employ of the Company with reference thereto or otherwise:

Damages sustained by Great Western Company to be repaid.

(4.) Notwithstanding anything in this Act contained the Company shall from time to time be responsible for and make good to the Great Western Company all losses costs damages and expenses which may be occasioned to them or any of their works or property or to the traffic on their railway or to any company or persons using the same or otherwise during the execution or by reason of the failure of any of the intended works or of any act default or omission of the Company or of any persons in their employ or of their contractors or otherwise and the Company shall effectually indemnify and hold harmless the Great Western Company from all claims and demands upon or against them by reason of such execution or failure and of any such act default or omission:

Not to interfere with traffic on Great Western Railway.

(5.) In constructing the roadway above described and by this Act authorised the Company shall not in any way obstruct or interfere with the traffic passing along the railway of the Great Western Company and if by reason of any works or proceedings of the Company there shall be any unnecessary obstruction or interference with the said railway of the Great Western Company so as to impede or prevent the convenient passage of engines and carriages along the same the Company shall pay to the

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Great Western Company the sum of forty pounds per hour during which any such obstruction or interference shall continue:

No land of Great Western Company to be taken except for certain works.

(6.) Except for the purpose of the crossing of the said roadway under the viaduct of the Great Western Company the Company shall not take or acquire any land of the Great Western Company or any right in or over the same and save as aforesaid nothing in this Act contained shall extend to authorise or enable the Company to take or enter upon or use either temporarily or permanently any of the lands of the Great Western Company or to alter vary or interfere with the railway of that company or with any of the works thereof further or otherwise than is necessary for the construction and maintenance of the said roadway by this Act authorised without the consent in writing in every instance for that purpose first had and obtained of the Great Western Company under their common seal and with respect to any lands of the Great Western Company which the Company are by this Act from time to time authorised to purchase take use enter upon or interfere with for the purpose of such crossing junction or otherwise the Company shall not purchase or take any greater or other estate or interest in any such lands than an easement or right of using such lands in perpetuity for the purposes for which but for this enactment the Company might purchase and take the same and the provisions of this Act and of the Acts incorporated with this Act shall be construed and apply accordingly and the provisions of the Lands Clauses Consolidation Act 1845 with respect to lands shall extend and apply to such easement or right of using so far as such provisions are not inconsistent with this enactment:

Company to pay for easement.

(7.) The Company shall pay to the Great Western Company by way of purchase or compensation for the rights and easements to be acquired under the provisions of this Act such an amount as may be agreed upon or in the event of difference as may be determined by arbitration under the provisions of the Lands Clauses Consolidation Act 1845 relating to the purchase of lands otherwise than by agreement:

Arbitration.

(8.) If any dispute shall arise between the Great Western Company and the Company respecting the matters and provisions aforesaid or any of them such dispute shall except as herein otherwise provided be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers in London the cost of such arbitration to be in the discretion of such arbitrator:

(9.) Nothing in this Act contained shall extend to prejudice diminish alter or take away any of the rights privileges or powers of the Great Western Company otherwise than is by this Act expressly provided.

Saving rights of Great Western Company.

16. For the protection of the Company of Proprietors of the Thames and Severn Canal Navigation (in this section called the canal company) the following provisions shall have effect with reference to the new road in the parish of Stroud described in sub-section 3 of section 9 of this Act (in this section referred to as "the said road") that is to say:—

For the protection of the Thames and Severn Canal Company.

(1.) Nothing in this Act contained shall take away diminish alter prejudice or affect any of the rights privileges powers or authorities vested in the canal company or authorise or empower the Company to alter the line or level of the said navigation or the towing paths or bridges thereof or any part or parts thereof respectively or to obstruct the full and free use of the said navigation or any part thereof or to divert any of the waters therein or which may be taken for the use of or which now supply the said navigation or to injure any of the works of the said navigation:

(2.) The bridge (in this section referred to as "the new bridge") by which it is intended to carry the said road over the Thames and Severn Canal Navigation (in this section referred to as "the said canal") shall be carried over the said canal and the towing-path thereof by one span without in any way diminishing the clear width of the said canal and towing-path and the under surface of the new bridge unless otherwise agreed upon between the Company and the canal company shall be so constructed as to leave a clear headway of not less than twelve feet from the existing roadway on the existing bridge which carries the road numbered on the deposited plans 1 in the parish of Rodborough over the said canal to the underside of the girder of the new bridge at the point of crossing and the new bridge shall be executed by the Company in accordance with plans which shall have been previously submitted to and reasonably approved by an engineer to be appointed by the canal company for the purpose:

(3.) The new bridge shall be constructed and completed to the reasonable satisfaction of the said engineer and the Company shall thereafter maintain and keep the same in good and substantial repair at their sole expense:

(4.) If by reason or in the execution of any of the works by this Act authorised or by reason of the bad state of repair of the new bridge or if by any act or omission of the Company or any

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of their agents servants or workmen the waterway of the said canal or the towing-path thereof shall be obstructed so that boats barges or other vessels navigating or using the same cannot pass or shall be impeded in passing along the same then and in any or either of the said cases the Company shall pay to the canal company as or by way of ascertained damages the sum of ten pounds for every twenty-four hours during which such obstruction shall continue on the said canal and so in proportion for any less time than twenty-four hours and in default of payment of the said sum or such proportion thereof as shall become due on demand made of or from the Company the canal company may recover the same with full costs of suit in any court of competent jurisdiction and in case the new bridge and road across the said canal or any part thereof or the approaches sides slopes or banks of the said road next the said canal or any of them or any part thereof respectively shall not be kept in good and substantial repair after one month's notice in writing by the canal company to the Company the canal company may execute the needful repairs and recover the amount of the expenses from the Company with full costs of suit in any court of competent jurisdiction :

(5.) Except for the purpose of the crossing of the said canal and the works connected therewith the Company shall not take or acquire any land of the canal company or any right in or over the same and save as aforesaid nothing in this Act contained shall extend to authorise or enable the Company to take or enter upon or use either temporarily or permanently any of the lands of the canal company or to alter vary or interfere with the navigation of the said canal or the works of that company further or otherwise than is necessary for the construction and maintenance of the new bridge without the consent in writing in every instance for that purpose first had and obtained of the canal company under their common seal and with respect to any lands of the canal company which the Company are by this Act from time to time authorised to purchase take use enter upon or interfere with for the purpose of such crossing or otherwise the Company shall not purchase or take any greater or other estate or interest in any such lands than an easement or right of using those lands in perpetuity for the purposes for which but for this enactment the Company might purchase and take the same and the provisions of this Act and the Acts incorporated with this Act shall be construed and apply accordingly and the provisions of the Lands Clauses Consolidation Act 1845 with respect to lands shall extend and apply to such easement or

right of user so far as such provisions are not inconsistent with this enactment:

(6.) The Company shall pay to the canal company by way of purchase or compensation for the rights and easements to be acquired under the provisions of this Act such an amount as may be agreed upon or in case of difference as may be determined by arbitration under the provisions of the Lands Clauses Consolidation Act 1845 relating to the purchase of lands otherwise than by agreement:

(7.) If any difference arise between the Company and the canal company touching anything to be done or not to be done or the amount of moneys to be paid under the provisions of this section by the Company to the canal company (other than the sums to be paid by the Company to the canal company as or by way of liquidated or special damages or compensation) such difference shall be settled by an engineer to be appointed (unless otherwise agreed on) on the application of either of the parties in difference by the President for the time being of the Institution of Civil Engineers.

Power to acquire lands for general purposes.

17. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may from time to time enter upon take use and appropriate to the purposes of extending their stations sidings warehouses engine-sheds workshops coal wharves depôts mineral goods and other works and conveniences for the accommodation of their traffic and for other purposes connected with their undertaking so much of the lands houses and buildings following delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as are coloured red upon a plan signed by Leonard Henry Courtney the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred and deposited in the Private Bill Office of the House of Commons (that is to say):—

Certain lands houses and buildings situate in the parish of Whalley in the chapelry of Colne in the county of Lancaster lying on the east side of and adjoining the Company's Leeds and Bradford Extension Railway and north of Guy Syke Lane Provided that the Company shall not utilise for their purposes any lands taken under this section without first excavating them to the same level as the existing railway.

Period for compulsory purchase of lands.

18. The powers granted by this Act to the Company for the compulsory purchase of lands houses and buildings shall not be exercised after the expiration of three years from the passing of this Act.

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Power to owners to grant easements &c.

19. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement right or privilege (not being an easement of water) required for the purposes of this Act in over or affecting lands and the provisions of the said Acts with respect to lands and rent-charges as far as the same are applicable in this behalf shall extend and apply to such grants easements rights and privileges as aforesaid respectively.

Restriction on displacing persons of labouring class.

20. (1.) The Company shall not under the powers of this Act purchase or acquire in any parish within the metropolis as defined by the Metropolis Management Act 1855 twenty or more houses or beyond the metropolis in any city borough or urban sanitary district or any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until—

(A.) They shall have obtained the approval in the case of the metropolis of the Secretary of State for the Home Department or in any other case of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the said Secretary of State or the Local Government Board (as the case may be) shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case: and

(B.) They shall have given security to the satisfaction of the said Secretary of State or the Local Government Board (as the case may be) for the carrying out of the scheme.

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

(3.) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall

require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced : A.D. 1886.

Provided that the said Secretary of State or the Local Government Board (as the case may be) may dispense with the last-mentioned requirement subject to such conditions (if any) as they may see fit.

(4.) Any conditions subject to which the said Secretary of State or the Local Government Board (as the case may be) may have approved of any scheme under this section or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of Mandamus to be obtained by the said Secretary of State or the Local Government Board (as the case may be) out of the Queen's Bench Division of the High Court of Justice.

(5.) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the said Secretary of State or the Local Government Board (as the case may be) by action in the High Court of Justice and shall be carried to and form part of the Consolidated Fund of the United Kingdom :

Provided that the court may if it think fit reduce such penalty.

(6.) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands outside the metropolis by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

(7.) The Company may on any lands belonging to them or purchased or acquired under this section or any provisional order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as

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aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking:

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the passing of this Act be appropriated for the purpose of dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment:

Provided also that the said Secretary of State or the Local Government Board (as the case may be) may at any time dispense with all or any of the requirements of this sub-section subject to such conditions if any as they may see fit.

(8.) So much of section 157 of the Public Health Act 1875 as provides that the provisions of that section and of sections 155 and 156 of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by the Company for the purpose of any scheme under this section.

(9.) The said Secretary of State or the Local Government Board (as the case may be) may direct any inquiries to be held by their inspectors which they may deem necessary in relation to any scheme under this section and for giving effect to any of the provisions of this section and the inspectors of the said Secretary of State or the Local Government Board (as the case may be) shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by the Local Government Board under the Public Health Act 1875.

(10.) The Company shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any provisional order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector and the provisions of this sub-section shall apply mutatis mutandis to expenses incurred by or on behalf of the said Secretary of State.

(11.) For the purposes of this section the expression "labouring class" includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty

shillings a week and the families of any such persons who may be residing with them.

Extension of time for construction of Hendon Crossing.

21. The time limited by the Midland Railway (Additional Powers) Act 1881 for the completion of the Hendon Crossing Railway and works connected therewith by that Act authorised is hereby extended for the period of three years from the eighteenth day of July one thousand eight hundred and eighty-six and section 25 of that Act so far as the same relates to or affects the said railway shall be read and construed as if the period by this Act limited for the completion of the same had been the period limited by the said Act of 1881:

If the said railway be not completed within the extended period by this Act limited 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 to be exercised except as to so much thereof as shall then be completed.

Company to abandon portion of authorised railway.

22. The Company shall abandon the construction of the undermentioned portion of railway (that is to say):—

So much of the Ripley and Heanor Extension Railway authorised by the Midland Railway (Additional Powers) Act 1884 as lies between its authorised termination and the commencement of the Heanor Deviation by this Act authorised.

Compensation for damage to land by entry &c. for purposes of portion of railway abandoned.

23. The abandonment by the Company under the authority of this Act of the said portion of railway shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which may have been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the Midland Railway (Additional Powers) Act 1884.

Compensation for non-completion of contracts in respect of portion of railway abandoned.

24. Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to the portion of railway by this Act authorised to be abandoned the Company shall be released from all liability to purchase or to complete the purchase of any such lands but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons

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interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to such contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act 1845 as amended by any subsequent Act for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Extending time for sale of certain superfluous lands.

25. The Company may notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company with which that Act is incorporated retain and hold any lands belonging to them which have not yet been applied to the purposes of the Company or sold or disposed of by them in the parishes enumerated in the schedule to this Act for the periods following (that is to say) As regards such of the said lands as are situate near to or adjoining any railway or station of the Company or as the Company may be of opinion that they may require for the purposes of stations sidings or other conveniences for the period of ten years from the passing of this Act and as regards the other of the said lands for the period of two years from the passing of this Act:

But the Company shall at the expiration of such respective periods of ten years and two years sell and dispose of all such parts of those lands respectively as shall not then have been applied to or are not then required for the purposes of their undertaking as superfluous lands.

Agreements as to joint provision of terminal accommodation and train services.

26. The Company on the one hand and the Great Western Railway Company the Great Northern Railway Company and the Manchester Sheffield and Lincolnshire Railway Company or any of those companies on the other hand may enter into and carry into effect agreements or arrangements with respect to the following matters or any of them:

(1.) The provision by the contracting companies at their joint expense of efficient train services between towns or places served by their respective systems:

(2.) The use by the contracting companies or any of them for the purpose of such train services of the stations of the other or others of them and the alteration or enlargement for such purposes of any existing station:

(3.) The selection and appointment by the contracting companies of officers and servants employed at such terminal stations and in the working of such train services and the payment and equipment of such officers and servants:

(4.) The determination and fixing within the statutory powers of the contracting companies of fares rates and charges in

respect of traffic using such joint stations or conveyed by such joint train services and the division and apportionment between the contracting companies of the receipts arising from such traffic:

(5.) The appointment of joint committees of the directors of the contracting companies for carrying out and giving full effect to any agreement made under this section:

Provided that the following regulations and provisions shall apply to any agreement made under the last preceding enactment:

(1.) In every joint committee each of the contracting companies shall have one vote only and a standing arbitrator shall be appointed to determine any matter in difference between the respective companies or any of them:

(2.) Any officer or servant in the employment of the contracting companies jointly or in the employment of any joint committee may for the purpose of membership of any benefit or friendly society or sick or superannuation fund established by any one of the contracting companies be considered an officer or servant of such company as may be prescribed by the agreement or by the contracting companies or joint committee:

(3.) Any joint committee constituted under this Act may become a party to the railway clearing system.

Agreements to be subject to approval of Board of Trade.

27. Any agreement made under the powers of this Act shall be subject to the approval of the Board of Trade or a tribunal to be nominated by them in that behalf in manner provided by Part III. (relating to working agreements) of the Railways Clauses Act 1863 and in considering any agreement submitted to them for approval the Board of Trade or such tribunal as aforesaid shall have due regard to the interests of the public and of other railways and may attach to their approval of any agreement such terms and conditions as they may think necessary or just for the public protection and advantage and for the security of any other railway company or companies.

Providing for notice of intention to make agreements.

28. In addition to the newspaper or newspapers referred to in the Railways Clauses Act 1863 the Company shall before entering into any agreement in conformity with the provisions of the two next preceding sections of this Act give notice of their intention to enter into any such agreement in the London and Edinburgh Gazettes in the manner prescribed by the said Railways Clauses Act 1863 and the Company shall also give notice in writing of such intention to each railway company who may be interested in the traffic affected by the intended agreement The Board of Trade or the tribunal referred to in the next preceding section shall not

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approve of any such agreement without being satisfied of the said notices having been given.

For the protection of the Great Eastern Railway Company.

29. Any agreement entered into under the powers of this Act shall not without the consent in writing of the Great Eastern Railway Company under their common seal include apply to or affect or be construed so as to include apply to or affect any of the railways belonging to the Great Eastern Railway Company or leased to or worked by them or (so far as the interests of that company are concerned) to any railways belonging to or leased to or worked by the Great Eastern Railway Company jointly with any other company or companies and nothing in this Act contained shall prejudice alter vary or affect any of the rights powers and privileges of the Great Eastern Railway Company but the same shall be and remain in full force and effect as if this Act had not been passed anything herein contained to the contrary notwithstanding.

Power to Company to issue debenture stock in lieu of mortgages &c. of the Hereford Hay and Brecon Railway Company.

30. The Company may from time to time grant and issue to each registered holder of mortgages or debenture stock of the Hereford Hay and Brecon Railway Company (herein-after called the Hereford Company) in exchange for the mortgages or debenture stock held by him a certificate for such an amount of debenture stock of the Company as shall produce an annual income equal to that derived from the mortgages or debenture stock of the Hereford Company belonging to such registered holder and thereupon the Company shall cancel the mortgages or debenture stock of the Hereford Company in exchange for which debenture stock of the Company is issued and the debenture stock of the Company issued under this enactment shall form part of and shall rank pari passu with the Midland Railway Four per Cent. Debenture Stock.

Dissolution of companies whose stocks are consolidated with those of the Company.

31. Whereas by virtue of the Midland Railway (Additional Powers) Act 1885 the capital stocks of the under-mentioned companies that is to say :—

The Hereford Company
The Stonehouse and Nailsworth Railway Company
The Keighley and Worth Valley Railway Company and
The Evesham and Redditch Railway Company

have been consolidated with the capital stock of the Company and the Company have assumed or become liable for or will under the provisions of this Act assume or become liable for the mortgages or debenture debt of those companies And whereas the railway of the Hemel Hempsted and London and North-western Railway Company (herein-after called the Hemel Hempsted Company) is worked by the Company under an agreement dated the first day of December one

thousand eight hundred and seventy-six scheduled to the Midland Railway (Further Powers) Act 1877 in consideration of the payment by the Company to the Hemel Hempsted Company of an annual rentcharge which by virtue of the said Midland Railway (Additional Powers) Act 1885 has been commuted for an amount of rentcharge stock of the Company producing an equivalent annual income thereby vesting in the Company all interests in the undertaking of the Hemel Hempsted Company And whereas it is expedient that the said companies should be dissolved Therefore as from the passing of this Act all the said companies except the Hereford Company shall be extinguished and cease to exist as separate companies except for the purpose of winding up their affairs and the Hereford Company shall be extinguished and cease to exist except for the like purposes when and so soon as the mortgages and debenture stock of that company have been exchanged for debenture stock of the Company under the provisions of this Act.

Company may apply corporate funds.

32. The Company may from time to time apply for or towards all or any of the purposes of this Act to which capital is properly applicable any sums of money which they have already raised or are authorised to raise by any of their Acts and which are not required for the purposes to which they are by those Acts made specially applicable.

Interest not to be paid on calls paid up.

33. 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.

34. Nothing in this Act contained shall exempt the Company or their railways from the provisions of any general Act relating to railways or the better or 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 authorised to be taken by the Company.

Costs of Act.

35. 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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SCHEDULE referred to in the foregoing Act.

Superfluous Lands of the Company.

Settle and Carlisle.

Parish.	County.
Giggleswick	York west riding.
Horton-in-Ribblesdale	" "
Bentham	" "
Sedbergh	" "
Aysgarth	York north riding.
Kirkby Stephen	Westmorland.
Crosby Garrett	"
Ashby	"
Ormside	"
St. Michael Appleby otherwise Bongate	"
Long Marton	"
Kirkby Thore	"
New Biggin	"
Kirkland	Cumberland.
Longwathby	"
Addingham	"
Great Salkeld	"
Lazonby	"
Hesket-in-the-Forest	"
Wetherall	"
St. Cuthbert Carlisle	"

Holme Wood Branch.

Ault Hucknall	Derby.

Unstone Coal Branch.

Dronfield	Derby.

Masboro' Goods Branch.

Rotherham	York west riding.

Ancoats Hall Branch.

Manchester	Lancaster.

LONDON: Printed by Eyre and Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1886.