CHAPTER xl.

An Act to confer additional powers upon the Midland Railway Company for the construction of works and the acquisition of lands for empowering that Company to increase their subscription to the Undertaking of the Tottenham and Forest Gate Railway Company and to contribute funds towards the Undertaking of the Guiseley Yeadon and Rawdon Railway Company to confirm an Agreement between the Midland Railway Company and the Swansea Harbour Trustees and for other purposes. A.D. 1891.

[11th June 1891.]

WHEREAS it is expedient that the Midland Railway Company (in this Act called "the Company") should be empowered to construct the new railways and the widenings and improvement of existing railways and to 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: (New railways and other works additional lands &c.)

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: (Deposit of plans.)

And whereas it is expedient that further powers should be conferred upon the Company with respect to the sale lease or other (Superfluous lands.)

A.D. 1891.

disposal of lands acquired by them which are not or eventually may not be required for the purposes of their undertaking:

(Extension of time.)

And whereas it is expedient that the powers for the compulsory purchase of additional lands at Kings Norton conferred on the Company by the Midland Railway (Additional Powers) Act 1885 so far as relates to the property in this Act referred to in that behalf should be revived and extended as provided by this Act:

(Subscription to Tottenham and Forest Gate Railway.)

And whereas by the Tottenham and Forest Gate Railway Act 1890 the Company were empowered to subscribe any sums which they might think fit towards the undertaking by that Act authorised not exceeding one hundred thousand pounds in deferred shares and it is expedient that the Company should be empowered to subscribe further sums to the said undertaking:

(Subscription to Guiseley Yeadon and Rawdon Railway.)

And whereas it is expedient that the Company should be empowered to contribute funds towards the undertaking of the Guiseley Yeadon and Rawdon Railway Company (in this Act called "the Guiseley Company") as provided by this Act:

(Redemption of Somerset and Dorset Railway rents.)

And whereas by the Midland Railway Act 1889 provision was made for the redemption of the fixed annual rent payable to the Somerset and Dorset Railway Company by the Company and the London and South-western Railway Company (in this Act called "the South-western Company") under the Somerset and Dorset Railway Leasing Act 1876 and it is expedient that such provision should be extended to the additional rents payable under the same Act and that such powers as are contained in this Act should be conferred upon the Company and the South-western Company with reference thereto:

(Agreement with Swansea Harbour Trustees.)

And whereas it is expedient that the agreement between the Company and the Swansea Harbour Trustees as set forth in the Third Schedule to this Act should be confirmed:

(Capital of Company.)

And whereas it is expedient that the Company should be empowered to raise additional capital for the purposes of the railways and other works by this Act authorised and also for the making and enlargement of stations sidings warehouses engine-sheds workshops coal wharves depôts mineral goods and other works and conveniences for the accommodation of the increased and increasing traffic on their railways and for completing the purchase of lands and buildings for any of the above-mentioned purposes and for providing additional plant and rolling-stock block and interlocking signals and for the general purposes of their undertaking:

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 1891.

Incorporation of general Acts.

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

The Lands Clauses Acts :

The Railways Clauses Consolidation Act 1845 :

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

The provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters namely :—

The transfer or transmission of shares ;

The payment of subscriptions and the means of enforcing the payment of calls ;

The forfeiture of shares for nonpayment of calls ;

The remedies of creditors of the Company against the shareholders ;

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

The conversion of borrowed money into capital ;

The consolidation of shares into stock :

And Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies 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 and the widenings and improvement of existing 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 Company to make new railways &c.

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 respectively the railways herein-

A.D. 1891.

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 respectively as may be required for that purpose:

The railways and works herein-before referred to and authorised by this Act to be made by the Company are—

(1) A railway to be called "the Chapeltown Branch Deviation" one mile one furlong and two chains in length situate wholly in the township of Ecclesfield in the parish of Ecclesfield in the west riding of the county of York commencing by a junction with the Company's Chapeltown Branch authorised by the Midland Railway (Additional Powers) Act 1890 and terminating near the Thorncliffe Ironworks:

(2) A railway to be called "the Langley Mill Curve" two furlongs and six chains in length situate wholly in the township of Heanor in the parish of Heanor in the county of Derby commencing by a junction with the Company's Heanor Branch and terminating at the western boundary of the Company's Erewash Valley Railway at or near the south side of the bridge carrying the said railway over the public road from Heanor to Eastwood:

(3) A new viaduct in connexion with the Company's Worth Valley Branch Railway to be called "the New Vale Viaduct" (being part of the work described on the deposited plans and sections as "the Worth Valley Widening and Improvement") commencing by a junction with that railway near the Oakworth Station thereon and terminating by another junction therewith at a point three chains or thereabouts north of the bridge over that railway near Ebor Mill:

(4) Two widenings to be called "the Leeds Widenings" situate wholly in the township of Holbeck in the parish of Leeds in the west riding of the county of York:

No. 1 two furlongs and two chains in length commencing at a point on the Company's railway from Derby to Leeds four chains or thereabouts north of the bridge carrying the public road known as Nineveh Road over that railway and terminating at a point on the said railway four chains or thereabouts north of the bridge carrying the said railway over the public road known as Water Lane:

No. 2 seven chains in length commencing at a point on the said railway three chains or thereabouts north of the viaduct carrying the London and North-western Railway over that railway and terminating on the Company's

railway to Carlisle at a point three chains or thereabouts north of the bridge carrying that railway over Water Lane:

(5) A widening one mile and one furlong in length of the Company's railway from Derby to Manchester to be called "the New Mills Widening" commencing in the township of Chinley Bugsworth and Brownside in the parish of Glossop in the county of Derby at or near Hall's Sidings and terminating in the township of Beard Thornsett Ollersett and Whittle in the said parish at or near the Company's New Mills Goods Station:

(6) A widening two miles and one furlong in length of the Company's Erewash Valley Railway to be called "the Codnor Park and Coates Park Widening" commencing in the liberty of Codnor Park in the parish of Heanor in the county of Derby at a point seven chains or thereabouts south of the Codnor Park Station and terminating in the township of Alfreton in the parish of Alfreton in the said county at a point on the said railway four chains or thereabouts north of the bridge carrying Birchwood Lane over the said railway:

(7) A widening three miles seven furlongs and one chain in length of the Company's Erewash Valley Railway to be called "the Ilkeston and Langley Mill Widening" commencing in the parish of Cossall in the county of Nottingham at a point seven chains or thereabouts south of the Ilkeston Station and terminating in the township and parish of Heanor in the county of Derby at a point on the said railway three chains or thereabouts south of the bridge carrying the road leading from Nottingham to Cromford over the said railway:

(8) A widening three furlongs and six chains in length of the Company's railway from Derby to Leeds to be called "the Derby Widening" commencing in the township of Saint Peter Derby in the parish of Saint Peter Derby in the county of Derby at the north end of the Company's Derby Passenger Station and terminating in the township and parish of Saint Alkmund Derby in the said county near the Peel Foundry:

And in connexion with the said widening the Company may enter upon take and use certain lands in the said township and parish of Saint Peter Derby lying to the north of and adjoining Siddals Road and between that road and the River Derwent:

(9) A widening two miles six furlongs and five chains in length of the Company's railway from Birmingham to Derby to be called "the Stenson and Melbourne Junction Widening" commencing in the township of Twyford and Stenson in the parish of Barrow-upon-Trent in the county of Derby at a point on

A.D. 1891.

the said railway near Stenson Gate House and terminating in the parish of Normanton in the said county near Melbourne Junction:

(10) A widening five furlongs and two chains in length of the Company's railway from Trent to Nottingham to be called "the Lenton Widening" situate wholly in the parish of Lenton in the town and county of the town of Nottingham extending from the east end of the Beeston Sidings to the Lenton South Junction.

Tolls.

5. Subject to the provisions of the Railway and Canal Traffic Act 1888 the railways by this Act authorised to be made by the Company shall for the purposes of tolls and charges and for all other purposes whatsoever be part of the railway 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 xviii. 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 cccxxvi. entitled "An Act to consolidate the Bristol and Gloucester and "Birmingham and Gloucester Railway Companies with the Midland "Railway Company."

Running powers to London and North-western Railway Company.

6. The London and North-western Railway Company may run over work and use with their engines carriages waggons officers and servants the Stenson and Melbourne Junction Widening hereby authorised on the same terms and conditions as they run over work and use the existing portion of the Company's Birmingham to Derby Railway so authorised to be widened.

Inclination of roads.

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

Number on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
		NEW MILLS WIDENING.	
3	Glossop -	Public - - -	1 in 15
		ILKESTON AND LANGLEY MILL WIDENING.	
29	Heanor - -	Public - - -	1 in 18

Height and span of bridges.

8. The Company may make the arches of the bridges for carrying the railway over the roads next herein-after mentioned of any heights and spans not less than the heights and spans herein-after mentioned in connexion therewith respectively (that is to say) :—

Number on deposited Plan.	Parish.	Description of Road.	Height.	Span.
		Leeds Widening No. 1.		
6	Leeds - -	Public - -	13 feet	30 feet
		New Mills Widening.		
3	Glossop -	Public - -	14 feet	25 feet

Power to divert roads as shown on deposited plans.

9. The Company may divert the public highways referred to in the next following table in the manner shown upon the deposited plans and sections and when and as in each case the new portion of any road is made to the satisfaction of two justices and is open for public use may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of road (that is to say) :—

Railway.	Parish.	No. of Road on Plan.
New Mills Widening - -	Glossop - - -	9
Ilkeston and Langley Mill Widening	Ilkeston - - -	7
	Heanor - - -	29
Lenton Widening - -	Lenton - - -	18

And when and so soon as each of the said roads is so stopped up all rights of way over the same shall cease and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the road stopped up as far as the same is bounded on both sides by lands of the Company.

For the protection of the county council of

10. In the execution of the works and in the exercise of the powers by this Act authorised the following provisions for the protection of the county council of the west riding of the county

A.D. 1891.

the west riding.

of York (in this section called "the council") shall (notwithstanding anything shown on the deposited plans and sections or contained in this Act) have effect unless otherwise agreed in writing between the Company and the council (that is to say) :—

(1) The bridges whereby the Chapeltown Branch Deviation Railway is to be carried over the Rotherham and Four Lane Ends Road near Chapeltown and the Wakefield and Sheffield main road in the township of Ecclesfield respectively shall be of the full width of those respective roads between the fences thereof where so respectively crossed by the railway and shall have a clear headway of not less than eighteen feet for a width of eighteen feet in the centre of the said roads from the surface of the said roads respectively and a clear headway over the remainder of the said roads of not less than sixteen feet at the respective points of crossing to the under part of the bridges and no part of the abutments of either of the said bridges shall project beyond or be recessed within the line of the said fences unless otherwise agreed :

(2) The said bridges shall be so constructed as to prevent as far as practicable the dropping of water upon the road beneath :

(3) The said roads shall not during the construction of the said respective bridges or during any subsequent repairing thereof be unnecessarily obstructed or interfered with All works in any way affecting the said roads or either of them shall be done under the superintendence and to the reasonable satisfaction of the surveyor of the council :

(4) If any difference arises between the Company and the council under this section or with reference thereto such difference shall unless the settlement thereof is otherwise provided for be settled by an arbitrator to be appointed by the Board of Trade on the application of either of the parties in difference and his decision shall be binding on both parties and the costs of the arbitration shall be borne as he shall direct.

For the protection of the corporation of Leeds.

11. The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Leeds (in this section called "the corporation") shall (unless otherwise agreed in writing between the corporation and the Company) have effect with respect to the Leeds widenings (that is to say) :—

(1) In constructing the widening over Sweet Street the Company shall construct their bridge with the same span and headway as the existing bridge and shall erect parapets six feet high as well upon the east face of the widened bridge as upon the west face of the existing bridge :

A.D. 1891.

(2) In constructing the widenings over Water Lane the Company shall reconstruct the existing bridges so as to carry their railways over that street without diminishing the width thereof including footways to less than thirty-six feet except so far as may be necessary for placing columns for supporting the bridges between the street and the beck such columns to be of such design and to be placed in such position as shall be approved by the engineer of the corporation the bridges to be constructed with parapets towards the street at least six feet high :

(3) The Company shall not extend their bridge over the footpath number 10 on the deposited plans to a greater length than twenty-one feet and shall provide an opening not less than four feet long and eighteen inches wide between their rails near the centre of their railway to admit light and air to the said footpath :

(4) The Company shall face the extended bridge over the said footpath with white glazed bricks and shall similarly face the existing bridge up to the springing level of the arch and shall maintain such facing to the reasonable satisfaction of the corporation :

(5) The Company shall set up and affix two lamps under such bridge at such places as the corporation may require and keep the same lighted at such times as the corporation shall require with gas or other artificial light and shall pay to the corporation on demand the annual cost of lighting and maintaining such lamps :

(6) The Company shall on demand pay to the corporation all expenses incurred by them in altering relaying making good and maintaining any sewers and drains gas and water mains and pipes interfered with or affected by the works by this Act authorised :

(7) The Company shall not break up any street or interfere with any sewer drain or watercourse or any gas or water main pipe or apparatus of the corporation until they shall have given to the town clerk of the borough three clear days' notice in writing of their intention to commence the intended works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the streets sewers drains watercourses gas and water mains and apparatus proposed to be interfered with :

(8) Where the surface of any street has been interfered with or disturbed by the Company in constructing the works or

A.D. 1891.

exercising the powers by this Act authorised the Company shall well and sufficiently and to the satisfaction of the corporation restore the surface of the street so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration.

For the protection of the London and North-western Railway Company.

12. The following provisions for the protection of the London and North-western Railway Company (herein-after referred to as "the North-western Company") shall apply and have effect:—

(1) The Company in constructing the Leeds Widening No. 1 by this Act authorised shall not in any way interfere with the viaduct which carries the North-western Company's Wortley to Leeds Railway over the railway of the Company:

(2) The Company shall construct the said Widening No. 1 where the same is intended to pass under the said Wortley to Leeds Railway and the works and lands in connexion therewith according to plans and sections to be previously submitted to and reasonably approved by Francis Stevenson or other the principal engineer for the time being of the North-western Company (in this section referred to as "the principal engineer") and so as to keep open at all times the lines of railways and other works in connexion therewith of the North-western Company:

(3) In constructing and maintaining the said Widening No. 1 where the same affects the railways works or lands of the North-western Company the Company and their contractors servants agents or workmen shall not obstruct impede or interfere with the free and uninterrupted and safe user of the said railway or other works of the North-western Company:

(4) The Company shall at all times maintain all the works affecting the North-western Company in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer of the North-western Company and if and whenever the Company fail so to do the North-western Company may make or do as well in and upon the lands of the Company or the lands required by them for the purposes of this Act as their own lands all such works and things as such principal engineer may reasonably think requisite in that behalf and the sum from time to time certified by such principal engineer to be the reasonable amount of such their expenditure shall be repaid to the North-western Company by the Company and in default of payment may be recovered in any court of competent jurisdiction:

(5) For the purpose of constructing the said Widening No. 1 by this Act authorised the Company shall not except with the

consent of the North-western Company take use or interfere with any land or property of that Company but the Company may acquire an easement in and upon so much of the lands and property of the North-western Company numbered on the deposited plans 9A in the parish of Leeds as will extend for a distance of five feet measured in a westerly direction from the west boundary of the Company's property the amount to be paid for the acquisition of such easement shall be settled in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement:

(6) The Company shall on demand pay to the North-western Company all reasonable expenses of the employment by the North-western Company during the construction of the said works for and with respect to the said crossing of or affecting the North-western Company of a sufficient number of inspectors and watchmen to be appointed by the North-western Company for watching their said railway and works with reference to and during the execution of the works of the Company and for preventing as far as may be all interference danger and accident from any of the operations or from the acts and defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise:

(7) The Company shall be responsible for and make good to the North-western Company all costs losses damages and expenses from time to time occasioned to the North-western Company or to the said railway or any other of their works and property or to the traffic on the said railway or to any company or person using the same by reason of the execution or failure of the works by this Act authorised or by any act or omission of the Company or any of the persons in their employment or their contractors agents or others and the Company shall effectually indemnify and hold harmless the North-western Company from all claims and demands upon or against them by reason of any such execution or failure or of any such act or omission as aforesaid:

(8) The Company and the North-western Company may agree for any variation or alteration in the works in this section provided for or in the manner in which the same shall be executed:

(9) If any difference shall arise between the respective engineers of the Company and the North-western Company as to the reasonableness of the plans and sections herein-before provided

A.D. 1891.

for such difference shall be referred to and determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company or the North-western Company.

For the protection of the London and North-western and Lancashire and Yorkshire Railway Companies.

13. The following provisions for the protection of the London and North-western Railway Company and the Lancashire and Yorkshire Railway Company (herein-after referred to as "the two companies") shall apply and have effect:—

(1) The Company shall construct the Leeds Widening No. 2 by this Act authorised where the same is intended to pass over the lands and property of the two companies according to plans and sections to be previously submitted to and reasonably approved by Francis Stevenson and William Hunt or other the principal engineers for the time being of the two companies (in this section referred to as "the principal engineers"):

(2) The Company shall at all times maintain all the works affecting the lands and property of the two companies in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineers and if and whenever the Company fail so to do the two companies may make or do as well in and upon the lands of the Company or the lands required by them for the purposes of this Act as their own lands all such works and things as such principal engineers may reasonably think requisite in that behalf and the sum from time to time certified by such principal engineers to be the reasonable amount of such their expenditure shall be repaid to the two companies by the Company and in default of payment may be recovered in any court of competent jurisdiction:

(3) For the purpose of constructing the said Widening No. 2 by this Act authorised the Company shall not except with the consent of the two companies take use or interfere with any land or property of those companies but the company shall acquire for the purpose of constructing the said Widening No. 2 an easement in under and upon such of the lands and property of the two companies as may be necessary for constructing the said Widening No. 2 with not exceeding two lines of *rails* and the two companies may and shall grant such easement accordingly The amount to be paid for the acquisition of such easement shall be settled in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement:

(4) The Company shall be responsible for and make good to the two companies all costs losses damages and expenses from

time to time occasioned to them by reason of the execution or failure of the works by this Act authorised or by any act or omission of the Company or any of the persons in their employment or their contractors agents or others and the Company shall effectually indemnify and hold harmless the two companies from all claims and demands upon or against them by reason of any such execution or failure or of any such act or omission as aforesaid:

(5) The Company and the two companies may agree for any variation or alteration in the works in this section provided for or in the manner in which the same shall be executed:

(6) If any difference shall arise between the respective engineers of the Company and the two companies as to the reasonableness of the plans and sections herein-before provided for such difference shall be referred to and determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company or the two companies.

For the protection of the Great Northern Railway Company.

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

(1) In this section the expression "the works" means the Ilkeston and Langley Mill Widening and the Lenton Widening respectively and the works connected therewith respectively so far as those widenings or works affect the railway of the Great Northern Company the Beeston Canal or the towing-path thereof or other the property of the Great Northern Company:

(2) The works shall be executed in accordance only with such plans sections and specifications as shall have been reasonably approved by the principal engineer of the Great Northern Company and under his superintendence and to his reasonable satisfaction but in all things at the expense of the Company:

(3) The Company or their contractors or any person in their respective employ shall not in any way obstruct or interfere with the free uninterrupted and safe user of the railway of the Great Northern Company or the said canal or towing-path or the conveyance or passage of traffic thereon respectively:

(4) The Company shall at all times maintain the works in substantial and good repair and order to the reasonable satisfaction of the said principal engineer and if and whenever the Company fail so to do the Great Northern Company may make and do as well in and upon the lands of the Company as on their own lands all such works and things as such engineer shall deem

A.D. 1891.

reasonably requisite and the sum to be from time to time certified by him as the reasonable amount of the expenditure incurred thereby shall be paid by the Company to the Great Northern Company and in default of payment may be recovered in any court of competent jurisdiction :

(5) The Company shall not except with the consent of the Great Northern Company take use or interfere with any land or property of that company but shall acquire only such an easement in under and upon such of the lands works and property of the Great Northern Company as shall be necessary for the works and the Great Northern Company may and shall grant such easement accordingly The amount to be paid for the acquisition of such easement shall be settled in case of difference according to the provisions of the Lands Clauses Acts :

(6) The Company shall on demand pay to the Great Northern Company all reasonable expenses of the employment by that company during the construction of the works so far as they affect the said canal or towing-path of a sufficient number of inspectors and watchmen to be appointed by the Great Northern Company for watching the said canal and towing-path during such construction and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from any acts or defaults of the Company or their contractors or any person in their respective employ :

(7) The Company shall be responsible for and make good to the Great Northern Company all costs losses damages and expenses from time to time occasioned to that company or to their railway canal or other works and property or to the traffic thereon respectively or to any company or person using the same respectively by reason of the construction maintenance user or failure of the works or any of them or of any act or omission of the Company or their contractors or any person in their respective employ and the Company shall effectually indemnify and hold harmless the Great Northern Company from all claims and demands upon or against them by reason of any such construction maintenance user failure act or omission as aforesaid :

(8) If any difference shall arise between the respective engineers of the Company and the Great Northern Company under any provision of this section such difference shall be settled by an engineer to be agreed on between the said two companies or failing agreement to be appointed on the application of either of them by the President of the Institution of Civil Engineers and the costs of such settlement shall be in the discretion of the said engineers.

For the protection of the Derby Corporation.

15. In constructing the Derby Widening by this Act authorised the Company shall at their own cost lower the level of the invert of the watercourse called the Meadow Brook in the borough of Derby from the north side of the Nottingham Road to the junction of the said watercourse with the River Derwent to such reasonable extent as shall be required by the engineer of the Derby Corporation or in case of difference as shall be determined by an arbitrator to be appointed by the Board of Trade.

Period for completion of new railways.

16. If the new railways by this Act authorised are not completed within the period of 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 said railways or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

Imposing penalty unless railways opened within time limited.

17. If the Company fail within the period limited by this Act to complete the new 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 the public conveyance of passengers 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 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 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.

Application of penalty in respect of

18. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London

A.D. 1891.

new railways.

Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or 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 property conferred upon the Company by this Act 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 High Court 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 has 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 if a receiver has been appointed or the Company is insolvent and has been ordered to be wound up or the railway or railways in respect of which the penalty shall have been incurred has or have been abandoned be paid to such receiver or to the liquidator or liquidators of the Company or be otherwise 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 to the Company.

Company to abandon portion of authorised railway.

19. The Company shall abandon the construction of so much of the Chapeltown Branch authorised by the Midland Railway (Additional Powers) Act 1890 as will be rendered unnecessary by the construction of the Chapeltown Branch Deviation by this Act authorised.

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

20. 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 has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the Midland Railway (Additional Powers) Act 1890.

Compensation to be made in respect of portion of railway abandoned.

21. 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 the railway authorised to be abandoned by this Act the Company shall be released from all liability to purchase or to complete the purchase of any such lands but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Acts for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Power to make new roads and footpaths.

22. Subject to the provisions of this Act the Company may in the lines shown upon the deposited plans and so far as the same are shown on the deposited sections in accordance with the levels shown on those sections make the new roads and footpaths herein-after described with all proper works and conveniences connected therewith and may exercise the powers herein-after mentioned 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 those purposes (that is to say):—

The Company may make a new road commencing in the parish of Norton in the county of Derby by a junction with the public road leading from Sheffield to Bradway known as Twenty Wellsick Lane at or near the western end of the bridge carrying the said road over the Company's Chesterfield to Sheffield line and terminating in the parish of Dronfield in the said county by a junction with the Owler Bar main road at a point on that road five chains or thereabouts measured in a southerly direction from the junction therewith of Twenty Wellsick Lane and the Company may stop up and discontinue so much of Twenty Wellsick Lane as extends from the commencement of the proposed new road to the Owler Bar main road:

The Company may make a new road in the parish of Saint Margaret Leicester in the county of Leicester commencing by a junction with Fox Street on the east side thereof at or near its junction with Northampton Street and terminating by a junction with Derby Street at or near the end of Sparkenhoe Street and the Company may stop up and discontinue so much of Upper Fox Street as lies between Fox Street and Derby Street:

A.D. 1891.

The Company may stop up and discontinue so much as lies between the boundaries of the Company's property of the footpaths in the parish of Charfield in the county of Gloucester which cross on the level the Company's railway from Gloucester to Bristol three chains and twelve chains or thereabouts respectively south of Charfield Station and may substitute therefor the subway now in course of construction under the said railway eleven chains or thereabouts south of the said station:

The Company may stop up and discontinue so much as lies between the boundaries of the Company's property of the footpath in the parish of Clown in the county of Derby which crosses on the level the Company's railway near to and east of Clown Station and may carry the said footpath over the railway by means of a footbridge:

The Company may make a new footpath wholly in the parish of Hendon in the county of Middlesex commencing by a junction with the existing footpath which passes under the passenger lines of the Company's railway from London to Bedford ten chains or thereabouts north of the mile-post on that railway indicating a distance of seven miles and three-quarters from London at or near the eastern fence of the said railway and terminating at a point on the same footpath two chains or thereabouts measured along that footpath in a north-easterly direction from the said point of commencement and the Company may stop up and discontinue so much of the existing footpath as lies between the commencement and termination of the intended new footpath and also so much of the footpath which crosses the said railway on the level two chains or thereabouts north of the said mile-post as lies between the fences of the Company's property including their widened lines.

Power to acquire lands for general purposes.

23. 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 providing accommodation for persons belonging to the labouring class who may be displaced under the powers of this Act and for other purposes connected with their undertaking all or any of the lands houses and buildings following delineated on the deposited plans thereof and described in the deposited books of reference relating thereto and may in connexion with such use and

appropriation exercise the powers herein-after mentioned (that is to say):—

In the west riding of the county of York—

Certain lands in the township of Bingley in the parish of Bingley situate on the west side of and adjoining the Company's railway from Skipton to Leeds and near All Saints' Vicarage and certain other lands situate on the west side of and adjoining the said railway and south of the Bingley Station:

Certain lands in the township and parish of Rawmarsh situate on the north-west side of and adjoining the Company's railway from Derby to Leeds near to and south-west of the Park Gate and Rawmarsh Station:

Certain lands in the township of Brightside Bierlow in the parish of Sheffield situate on both sides of and adjoining the Company's railway from Sheffield to Rotherham and on the south side of Upwell Street:

Certain lands in the township of Sheffield in the parish of Sheffield situate on the west side of and adjoining the Company's railway from Chesterfield to Sheffield and between Charlotte Road and the River Sheaf and certain other lands in the said township and parish situate on the east side of and adjoining the said railway and between East Bank Road and the Olive Grove football ground:

In the county of Derby—

Certain lands in the township of Swadlincote in the parish of Church Gresley situate on the south side of and adjoining the Company's railway from Swadlincote to Woodville and east of the Swadlincote Goods Station:

Certain lands in the township of Litchurch in the parish of Saint Peter Derby situate on the west side of and adjoining the Company's London Road coal depôt and between Osmaston Road and Bateman Street:

In the county of Nottingham—

Certain lands in the parish of Radford situate on both sides of and adjoining the Company's railway from Nottingham to Mansfield and between the Radford Station and the Alfreton Road:

In the county of Northampton—

Certain lands in the parish of Saint John the Baptist Peterborough adjoining and on the south-west side of the Company's Syston and Peterborough Railway near to and north-east of Mayors Walk:

A.D. 1891.

In the county of Middlesex—

Certain lands in the parish of All Hallows Tottenham adjoining and on the north-west side of the Tottenham and Hampstead Junction Railway near the South Tottenham and Stamford Hill Station thereon:

Certain other lands in the said parish adjoining and on the north-west side of the said railway and on the east side of Markfield Road and the Company may stop up and discontinue so much of Page Green Road as lies to the west of its junction with Markfield Crescent.

For the protection of the Tottenham Local Board.

24.—(1) If the Company shall purchase and acquire all or any portion of the lands at South Tottenham by this Act authorised to be purchased they shall not execute any works which may affect or interfere with any existing drain culvert or sewer through or under those lands belonging to or under the jurisdiction of the local board of health for the district of Tottenham (in this section called "the local board") or render less convenient the means of access to any such drain sewer or culvert without first executing such works as the engineer of the local board may reasonably require for diverting or as the case may require strengthening such drain culvert or sewer and for providing proper means of access thereto:

(2) The Company shall not stop up or interfere with the existing means of access from their South Tottenham coal depôt to the works of the local board on the south side of the Tottenham and Hampstead Junction Railway without first providing to the reasonable satisfaction of the local board equally convenient means of access to their proposed new coal depôt and shall maintain such substituted means of access so long as the existing or new depôt shall continue to be used for coal traffic:

(3) If after the Company have under the powers of this Act acquired any lands within the district of the local board the amount of any general district or other local rate levied in that district in respect of such lands and any houses and buildings thereon shall in any year be less than the amount of the rate leviable during the year one thousand eight hundred and ninety-one in respect of such lands houses and buildings by reason of such lands houses and buildings having been taken and used by the Company for the purposes of this Act the Company shall from time to time make good such deficiency until the works or buildings of the Company upon such lands have been completed and assessed to such rate to an amount equal to that leviable in the year one thousand eight hundred and ninety-one:

(4) Any difference which may arise between the local board and the Company or their respective engineers under the provisions of this section shall (unless otherwise agreed) be referred to the decision of an arbitrator to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

Provisions as to repair of roads &c.

25. Subject to the provisions of this Act the new roads and footpaths to be made under the authority of this Act (other than any new road or footpath made or diverted for the purposes of any new railway by this Act authorised and except the stone iron or other structure carrying any new road street or footpath over any railway which structure shall unless otherwise agreed be repaired and maintained by and at the expense of the Company) shall when made and completed 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 within the parish 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 any such road or footpath 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 road or footpath shall be conclusive evidence of the fact so certified.

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

26. The site and soil of the roads streets and footpaths or portions thereof 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.

27. 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 acquired by

A.D. 1891.

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 street or footpath until they shall have completed to the satisfaction of two justices and opened to the public the road street or footpath if any to be substituted therefor.

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

28. And whereas in the construction of the railways and works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain lands buildings or manufactories shown on the deposited plans will be sufficient for the purposes of the Company and that such portions may be severed from the remainder of the said properties without material detriment thereto Therefore the owners of and persons interested in the lands buildings or manufactories described in the First Schedule to this Act and whereof parts only are required for the purposes of the Company may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of the said properties without material detriment thereto be required to sell and convey to the Company the portions only of the properties so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other persons interested therein by severance or otherwise:

If for twenty-one days after the service of notice to sell and convey any portion or portions of the said property any owner or other person shall fail to notify to the Company that he alleges that such portion or portions cannot be severed from the remainder of the property without causing the material detriment mentioned then the Company may proceed to take such portion or portions only but if within such twenty-one days he shall by notice to the Company allege that such portion or portions cannot be severed from the remainder without causing such material detriment as aforesaid then the tribunal to whom the question of disputed compensation shall be submitted shall determine the matter of the said allegation in addition to the other questions required to be determined by them Provided always that if in the opinion of the said tribunal any such portions cannot be severed from the remainder of such property without such material detriment the Company may withdraw their notices to treat for the portion or portions of the property required

by them and thereupon they shall pay to the owners of and other persons interested in the property in respect of which they have given notice to treat all costs charges and expenses reasonably and properly incurred by them in consequence of such notice Provided also that if in the opinion of such tribunal any such portions can notwithstanding the allegation of such owner or other person be severed from the remainder without such material detriment then such tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by such owner or person incident to the arbitration or inquiry shall be borne and paid by such owner or person The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained The provisions of this section shall be stated in every notice given thereunder by the Company to sell and convey any premises.

Period for compulsory purchase of lands.

29. The powers granted by this Act for the compulsory purchase of lands houses and buildings shall cease after the expiration of three years from the passing of this Act.

Power to grant easements &c. by agreement.

30. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement 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 rentcharges as far as the same are applicable in this behalf shall extend and apply to such grants easements rights and privileges as aforesaid respectively.

Revival of power for purchase of lands at King's Norton.

31. The powers for the compulsory purchase of additional lands at King's Norton conferred on the Company by the Midland Railway (Additional Powers) Act 1885 so far as relates to the property numbered on the deposited plans referred to in that Act 4A in the parish of King's Norton in the county of Worcester are hereby revived and extended and may be exercised by the Company for a period of one year from the passing of this Act.

Restrictions on displacing persons of labouring class.

32.—(1) The Company shall not under the powers of this Act or under the powers of any former Act revived or extended by this Act purchase or acquire 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 next before the passing of this Act or of the respective former Act by which such purchase or acquisition was originally authorised as the case may be were occupied either wholly or partially by persons belonging

A.D. 1891.

to the labouring class as tenants or lodgers unless and until the Company—

(A) Shall have obtained the approval 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 respective fifteenth day of December aforesaid or for such number of persons as the Local Government Board 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) Shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme.

(2) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Local Government Board 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:

Provided that the Local Government Board may dispense with the last-mentioned requirement subject to such conditions (if any) as they may see fit.

(4) Any provisions of any scheme under this section or any conditions subject to which the Local Government Board may have approved of any scheme 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 Local Government Board out of the High Court.

(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 Local Government Board by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom:

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

(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 one hundred and seventy-six and two hundred and ninety-seven of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands 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 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 such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment:

Provided also that the Local Government Board 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 one hundred and fifty-seven of the Public Health Act 1875 as provides that the provisions of that section and of sections one hundred and fifty-five and one hundred and fifty-six 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 Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in relation to any scheme under this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

A.D. 1891.

(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.

(11) Any houses on any of the lands shown on the deposited plans occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired by or on behalf of the Company and for which houses no substitutes have been or are directed to be provided by any scheme approved by the Local Government Board under the powers of any previous Act relating to the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition Provided that if the Local Government Board is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the Local Government Board they might have been sufficient to accommodate.

(12) 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.

Extending time for sale of certain superfluous lands.

33. 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 Second 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.

Further subscription to Tottenham and Forest Gate Railway.

34. The Company may with the authority of three fourths of the votes of their shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose from time to time subscribe (in addition to any other sums which they are already authorised to subscribe) any sums which they may think fit towards the undertaking of the Tottenham and Forest Gate Railway Company (in this Act called "the Tottenham Company") not exceeding in the whole fifty thousand pounds in ordinary deferred shares and the Company may with the like authority contribute and apply in or towards payment of their said subscription any moneys which they are already authorised to raise or which they may be authorised to raise by this or any other Act of the present session and which may not be required for the purposes of their undertaking and the Company shall in respect of the sums to be subscribed and the corresponding shares in the Tottenham Company to be held by them have all the powers rights and privileges (except in regard to voting at general meetings which shall be as provided by section 66 of the Tottenham and Forest Gate Railway Act 1890) and be subject to all the obligations and liabilities of proprietors of like shares in the Tottenham Company Provided always that the Company shall not sell dispose of or transfer any of the shares in the Tottenham Company for which they may subscribe.

Nomination of directors of Tottenham Company.

35. The Company may from time to time nominate two of their directors to be directors of the Tottenham Company in respect of their subscription to the undertaking of that Company:

Every such nomination shall be made in writing under the seal of the Company and shall be deposited with the secretary of the Tottenham Company and may in like manner be revoked and renewed:

The directors so to be nominated shall be in addition to the number of directors to be elected by the shareholders of the Tottenham Company:

Every director so nominated by the Company shall enter upon office immediately upon his appointment and shall remain in office until his appointment be revoked or until he die or resign and need not be a shareholder in the Tottenham Company.

A.D. 1891.

Company may lend money to Guiseley Company.

36. The Company may from time to time by lending money on mortgage or subscribing for or taking debenture stock contribute funds towards the undertaking of the Guiseley Company and may grant create and issue upon the security of their undertaking mortgages bonds debentures or debenture stock to the extent to which the Guiseley Company are authorised to grant create and issue the same:

Any debenture stock to be created and issued by the Company under this section shall form part of or shall rank pari passu with Midland Railway Three per Centum Debenture Stock:

The Company shall not transfer or sell any mortgages or debenture stock of the Guiseley Company held or acquired by them under the powers of this Act.

Redemption of Somerset and Dorset Railway rents.

37. The powers and provisions contained in section 53 of the Midland Railway Act 1889 with respect to the redemption by the Company and the South-western Company of the fixed annual rent payable under the Somerset and Dorset Railway Leasing Act 1876 and the creation and issue by those companies of debenture stock for the purposes of such redemption are hereby extended and shall apply to and may be exercised in respect of the additional rents payable under the last-mentioned Act or any part thereof.

Confirming agreement with Swansea Harbour Trustees.

38. The agreement between the Company and the Swansea Harbour Trustees as set forth in the Third Schedule to this Act is hereby confirmed and made binding upon the parties thereto.

Power to Company to raise additional money by creation of shares or stock.

39. The Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 from time to time raise by the creation and issue of new shares or stock such sums of money as they shall think necessary not exceeding seven hundred and twenty thousand pounds exclusive of the other moneys which they are or may be by this or any other Act or Acts of Parliament authorised to raise And the Company may create and issue such shares or stock either wholly or partially as ordinary or wholly or partially as preferential shares or stock as they may think fit.

Shares not to be issued until one-fifth part thereof shall have been paid up.

40. The Company shall not issue any new share created under the authority of this Act nor shall any such share vest in the person accepting the same unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

Votes in respect of new shares or stock.

41. The Company may if they think fit attach to all or any new shares or stock or any class of new shares or stock created under the powers of this Act before the creation thereof any total or

partial permanent or temporary restrictions of the rights of voting and other qualifications of the holders thereof.

Shares or stock of same class to have like privileges.

42. All new shares or stock of the same class created under this Act shall confer like privileges and shall bear like dividends or interest and be subject to like restrictions if any.

Vesting of new shares or stock.

43. Subject to the provisions of this Act all new shares or stock created under this Act shall vest in and belong to such of the then holders of shares or stock as shall accept the same and pay the first instalment on the shares or the amount of the stock at the time which shall be fixed by the directors and specified in the letter offering the new shares or stock.

Shares or stock not accepted may be disposed of by Company.

44. If any holder of shares or stock for one month after such offer of new shares or stock fail to accept the same and pay the required sum in respect thereof the directors shall dispose of the same in such manner as they may deem most for the advantage of the Company.

Qualifications of new shares or stock.

45. Except as by or under the powers of this Act otherwise provided all new shares or stock issued under the powers of this Act shall in proportion to the aggregate amount from time to time paid up on the new shares held by the same person at the same time or to the amount of the stock so held entitle the respective holders of such new shares or stock to the same dividends and profits and confer on them the like qualifications and the like rights of voting as the like amount paid up on the existing shares or stock of the Company other than and except shares or stock to which any guaranteed or preferential dividend of a fixed amount without further participation in the profits of the Company shall have been assigned Provided always that unless otherwise determined by the meeting sanctioning the new shares or stock no person shall be entitled to vote in respect of any of the new shares or stock to which a fixed or preferential dividend or other special advantage shall be assigned.

Saving rights of existing preference shareholders.

46. Except as by this Act otherwise expressly provided this Act or anything therein contained shall not prejudice or affect any preference or priority in the payment of interest or dividend on any other shares or stock which shall have been granted by the Company in pursuance of or which may have been confirmed by any previous Act of Parliament or which may otherwise be lawfully subsisting or any dividend on any Midland Railway Debenture Stock.

New shares or stock raised under

47. Subject to the provisions of any Act already passed by which the Company are authorised to raise capital by new shares

A.D. 1891.

this Act and any other Act of past or present sessions may be of same class.

or stock and to the provisions of this Act and any other Act passed in the present session whether before or after the passing of this Act by which the Company may be authorised to raise capital by new shares or stock the Company may if they think fit raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to raise by means of new shares or stock.

Power to borrow.

48. The Company may in respect of the additional capital of seven hundred and twenty thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage of their undertaking any sum not exceeding in the whole two hundred and forty thousand pounds:

But no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted and one half thereof is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such capital have been issued and accepted and that one half thereof has been paid up and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of the said additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock (as the case may be) were issued and accepted and paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as the said capital is raised by means of shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same:

Upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid in reference to such capital has been given which certificate shall be sufficient evidence thereof.

Provisions with respect to appointment of a receiver.

49. Every provision in any Act passed before the present session of Parliament whereby the Company is authorised to raise by borrowing money for the purposes of their undertaking with respect to the appointment of a receiver for enforcing payment by the Company of arrears of interest or principal or principal and

interest shall be and the same is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under any such provision:

The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver And 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.

Existing mortgages to have priority.

50. All mortgages and bonds granted by the Company in pursuance of the powers of any Act of Parliament passed before the passing of this Act and which shall be subsisting at the time of the passing thereof shall during the continuance of such mortgages and bonds and subject to the provisions of the Acts under which such mortgages and bonds were respectively granted have priority over any mortgages to be granted by virtue of this Act And nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Company may create debenture stock.

51. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 But notwithstanding anything therein contained the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

Application of moneys.

52. All moneys raised under this Act whether by shares stock debenture stock or borrowing shall be applied only to the purposes of this Act and to the general purposes of the undertaking of the Company being in each case purposes to which capital is properly applicable.

Company may apply corporate funds.

53. 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.

A.D. 1891.

Interest not to be paid on calls paid up.

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

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

55. The Company shall not out of any money by this Act authorised to be raised by them 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.

Saving rights of the Duchy of Lancaster.

56. Nothing contained in this Act shall extend or operate to authorise the Company to take use enter upon or in any manner interfere with any land soil water or hereditaments or any land parcel of any manor or any manorial rights or any other rights of whatsoever description belonging to Her Majesty in right of Her Duchy of Lancaster without the consent in writing of the Chancellor for the time being of the said Duchy first had and obtained (which consent the said Chancellor is hereby authorised to give) or take away prejudice or diminish any estate right privilege power or authority vested in or enjoyed or exerciseable by Her Majesty Her heirs or successors in right of Her said Duchy.

Provision as to general Railway Acts.

57. 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.

58. 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.

SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

Describing lands buildings and manufactories whereof portions only are required to be taken by the Company.

Object for which Lands are required.	Township and Parish.	Number on Deposited Plans.
Chapeltown Branch Deviation.	Township of Ecclesfield parish of Ecclesfield (York west riding).	234.
Worth Valley Widening and Improvement.	Township of Bingley parish of Bingley (York west riding).	19 20.
Leeds Widenings— No. 1 - -	Township of Holbeck parish of Leeds (York west riding).	2 3 4 5 9A.
Codnor Park and Coates Park Widening.	Liberty of Codnor Park parish of Heanor (county of Derby).	4 5 7 11.
	Township of Selston parish of Selston (county of Nottingham).	6.
	Township of Alfreton parish of Alfreton (county of Derby).	9 23A.
Ilkeston and Langley Mill Widening.	Parish of Nuthall (county of Nottingham).	2.
	Township of Shipley parish of Heanor (county of Derby).	5 9A 10A 10B.
	Township of Heanor parish of Heanor (county of Derby).	58 59.
Stenson and Melbourne Junction Widening.	Parish of Normanton (county of Derby).	13.
Additional lands at Bingley.	Township of Bingley otherwise Bingley - with - Micklethwaite and Harden parish of Bingley (York west riding).	1 to 13 inclusive 17 19 21.
Additional lands at Sheffield (Olive Grove).	Township of Sheffield parish of Sheffield (York west riding).	1 to 35 inclusive.

SECOND SCHEDULE.

SUPERFLUOUS LANDS.

Parish.	County.
Kettering and Manton Line.	
Barford	Northampton.
Rushton	Northampton.
Newton	Northampton.
Great Oakley	Northampton.
Corby	Northampton.
Gretton	Northampton.
Harringworth	Northampton.
Seaton	Rutland.
Glaston	Rutland.
Wing	Rutland.
Manton	Rutland.
Pleasley Extension.	
Pleasley	Derby.
Mansfield	Nottingham.
Mansfield Woodhouse	Nottingham.
Walsall Wood Branch.	
Aldridge	Stafford.
Walsall	Stafford.
Poplar Branch.	
All Saints Poplar	Middlesex.

THIRD SCHEDULE.

An Agreement made the fifteenth day of January one thousand eight hundred and ninety-one between the Midland Railway Company (herein-after called the Company) of the one part and the Swansea Harbour Trustees (herein-after called the Trustees) of the other part.

Whereas by an agreement dated the thirtieth day of June one thousand eight hundred and seventy-six and expressed to be made between the Trustees of the one part and the Company of the other part the Trustees agreed to grant and the Company agreed to accept a lease in perpetuity of (inter alia) the wharf situate at the western end of the dock then intended to be constructed by the Trustees at or near Fabian's Bay Swansea and which said wharf is in Article 2 of the now reciting agreement secondly described and is coloured green on the plan thereto annexed at the yearly rent of one thousand eight hundred and sixty

pounds and the said agreement contained divers stipulations provisions and conditions whereby it was (inter alia) agreed that the Company should have divers rights powers liberties and facilities in relation to the said wharf including the exclusive right to berth ships and vessels alongside the said wharf and to levy and receive all wharfage rates authorised to be taken under section 42 of the Swansea Harbour Act 1874 in respect of goods loaded or unloaded at the said wharf And whereas no lease has yet been granted by the Trustees to the Company of the premises described in the herein-before recited agreement but the Company have for some time past been in possession and enjoyment of the said wharf and premises and have constructed and erected upon the said wharf divers rails cranes capstans and other appliances And whereas the Trustees are desirous of acquiring possession of the said wharf and premises and have requested the Company to surrender the same to them which the Company have agreed to do upon the conditions herein-after contained:

Now it is hereby agreed by and between the parties hereto as follows:—

1. The Company shall surrender unto the Trustees all that the said wharf herein-before mentioned and in Article 2 of the said agreement of the thirtieth day of June one thousand eight hundred and seventy-six secondly described and all the rights powers liberties and facilities by the same agreement conferred on the Company in relation thereto to the intent that the said term agreed to be granted by the said agreement may so far as regards the said wharf merge and be absolutely extinguished in the freehold and inheritance thereof and that all the said rights powers liberties and facilities and other the stipulations provisions and conditions contained in the said agreement of the thirtieth day of June one thousand eight hundred and seventy-six so far as they respectively relate to the said wharf shall cease and determine.

2. The Trustees hereby release and discharge the Company from all future payment in respect of the said rent of one thousand eight hundred and sixty pounds or any part thereof reserved by the said agreement of the thirtieth day of June one thousand eight hundred and seventy-six as from the fourteenth day of January one thousand eight hundred and ninety-one the said rent and all outgoings in respect of the said wharf and premises up to that day being paid and borne by the Company and all necessary apportionments being made.

The common seal of the Midland Railway Company was affixed hereto in the presence of
James J. Allport
Director of the Midland Railway Company
Duffield Derby.

M. R.
L. S.

The common seal of the Swansea Harbour Trustees was hereunto affixed in the presence of
Talfourd Strick
Clerk to the Trustees.

S. H.
L. S.

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