ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

Cap. lxxxi.

An Act for enabling the *Midland* Railway Company to construct new Railways and Works, and to acquire additional Lands in the Counties of *Derby*, *Leicester*, *Warwick*, *Bedford*, *Worcester*, *Gloucester*, and *Middlesex*; and for other Purposes. [30th *June* 1862.]

WHEREAS it is expedient that the *Midland* Railway Company (in this Act called "the Company") should be empowered to construct the Railways herein-after mentioned; (that is to say,)

A Railway to commence by a Junction with the *Midland* Railway in the Parish of *Duffield* in the County of *Derby*, and to terminate by a Junction with the *Manchester*, *Buxton, Matlock, and Midlands Junction* Railway in the Parish of *Crich* in the same County:

A Railway to commence by a Junction with the *Bristol and Birmingham* Line of the *Midland* Railway in the Hamlet of *Bordesley* in the Parish of *Aston-juxta-Birmingham* in the County of *Warwick*, and to terminate by a Junction with the *Birmingham Extension* Line of the *Midland* Railway in the Hamlet of *Duddeston-cum-Nechells* in the same Parish:

 And

And whereas the Railway authorized by "The *Midland* Railway (*Leicester and Hitchin*) Act, 1853," has been constructed across the *Bedford, Ampthill, and Woburn* Turnpike Road on the Level, and it is expedient that such level Crossing should be discontinued, and that the said Road should be carried over the said Railway by means of a Bridge: And whereas it is also expedient that the Company be empowered to purchase by Compulsion or Agreement for the Purposes of their Undertaking the additional Lands and Houses following; (that is to say,)

Certain Lands and Houses in the Township of *Moseley* in the Parish of *King's Norton* in the County of *Worcester*, adjoining and on the South Side of the *Midland* Railway, and abutting upon the existing *Moseley* Station of that Railway and the Approaches thereto, and also upon the Turnpike Road leading from *Birmingham* to *Alcester*:

Certain Lands and Houses at *Lifford* in the said Parish of *King's Norton*, adjoining and partly on the East Side of the *Midland* Railway and partly on the West Side thereof, and abutting upon and lying to the South of the Canal of the *Worcester and Birmingham* Canal Company, near the Point where such Canal crosses the Main Line of the said Railway in the said Parish of *King's Norton*, and lying on each Side of the Road leading from *King's Norton* to *Breedon Cross*:

Certain Lands and Houses in the Parishes of *Mangotsfield* and *Pucklechurch* in the County of *Gloucester*, adjoining to and on the East Side of the *Midland* Railway, and abutting on the South partly upon the existing Station of the *Midland* Railway at *Mangotsfield*, and partly on the Southern Boundary of the said Parish of *Pucklechurch*, and on the North upon the Road leading from *Mangotsfield* to *Pucklechurch*:

Certain Lands and Houses in the Parish of *Stapleton* in the County of *Gloucester* adjoining to and lying partly on the North Side and partly on the South Side of the *Midland* Railway, and abutting on the West Side of the Road which leads from *Stapleton* aforesaid to *Kingswood* in the said County of *Gloucester*, and extending Westward from the said Road for a Distance of Fourteen Chains or thereabouts, and also a small Piece of Land in the same Parish lying Northward of the said Railway and Eastward of the said Road:

Certain Lands and Houses in the Parish of *Syston* in the County of *Leicester*, adjoining to and lying partly on the East Side and partly on the West Side of the Main Line of the *Midland* Railway, and partly adjoining the *Syston* Station on that Railway, and in part lying on the North Side and adjoining to the Turnpike Road leading from *Melton Mowbray* to *Leicester*, and partly adjoining the Road from *Ratcliff* near its Junction with the last-mentioned Road, and extending Northwards to the Junction of the Main Line of the *Midland* Railway with the *Syston and Peterborough* Branch of the

Midland

Midland Railway, and also certain Lands and Houses partly in the said Parish of *Syston* and partly in the Parish of *Barkby* in the same County, and adjoining to and lying partly on the East Side and partly on the West Side of the Main Line of the *Midland* Railway and adjoining to and on the South Side of the said Road from *Melton Mowbray* to *Leicester*:

Certain Lands and Houses at *Agar Town* in the Parish of *Saint Pancras* in the County of *Middlesex*, bounded on the East by the *Regent's Canal*, *Upper Cambridge Street*, and *Cambridge Street*, on the West by the Burial Ground of *Saint Pancras Old Church*, the Cemetery of *Saint Giles and Saint George*, and the Workhouse of the said Parish, on the North by *Oxford Street*, and on the South by Land and Houses belonging to the *Imperial Gas Light and Coke* Company; also certain Lands and Houses in the same Parish, bounded on the North-easternly Side by the *Regent's Canal*, on the West Side by *Upper Cambridge Street*, and on the South Side by Land and Houses belonging to the Ecclesiastical Commissioners for *England*; also certain Lands and Houses in the same Parish bounded on the North by the *Regent's Canal*, on the East by an Access to *Oxford Street* and *Queen's Road*, on the South and South-west by *King's Road*, and on the North-west by Land and Premises belonging to the Ecclesiastical Commissioners for *England*, leased to *Samuel* and *James Hillier*; also certain Lands and Houses in the same Parish bounded on the North by the *Regent's Canal*, on the West by an Access to *Oxford Street* and *Queen's Road*, and on the East by *Oxford Street*:

And whereas Plans and Sections showing the Lines and Levels of the proposed Works and the Lands which the Company are by this Ac empowered to acquire and appropriate, and Books of Reference to the said Plans containing the Names of the Owners or reputed Owners, Lessees and Occupiers of the said Lands, have been deposited as follows; (that is to say,) as regards the Works and Lands in the County of *Derby*, with the Clerk of the Peace for the County of *Derby*; as regards the Lands in the County of *Leicester*, with the Clerk of the Peace for the County of *Leicester*; as regards the Works and Lands in the County of *Warwick*, with the Clerk of the Peace for the County of *Warwick*; as regards the Works and Lands in the County of *Bedford*, with the Clerk of the Peace for the County of *Bedford*; as regards the Works and Lands in the Parish of *King's Norton* in the County of *Worcester*, with the Clerk of the Peace for the County of *Worcester*; as regards the Works and Lands in the County of *Gloucester*, with the Clerk of the Peace for the County of *Gloucester*; and as regards the Works and Lands in the County of *Middlesex*, with the Clerk of the Peace for the County of *Middlesex*: And whereas it is expedient that the Company should be empowered, in constructing the Railway in "The *Midland* Railway and *Burton-upon-Trent* Bridge Act, 1859," secondly described,

to

to carry the same across the Street or Road in the Town of *Burton-upon-Trent* called "*Anderstaff Lane*," upon the Level of such Street or Road: And whereas it is expedient that the Company be authorized to raise a further Sum of Money for the Purposes of this Act: 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; (that is to say,)

Short Title.

1. This Act may be cited for all Purposes as "The *Midland* Railway (Additional Powers) Act, 1862."

8 & 9 Vict. cc. 18. & 20., and 23 & 24 Vict. c. 106. incorporated.

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," so far as the Provisions of the same respectively are applicable to the Purposes of this Act, shall be incorporated with and form Part of this Act.

Same Meanings to Words in incorporated Acts as in this Act.

3. Except as is by this Act otherwise provided, the several Words and Expressions to which in the Acts incorporated wholly or partially with this Act Meanings are assigned, shall have in this Act the same respective Meanings unless excluded by the Subject or Context.

Power to take Lands.

4. Subject to the Provisions of this Act and of the Acts incorporated herewith, the Company may from Time to Time enter upon, take, and use and appropriate all or any of the Lands defined on the Plans and described in the Books of Reference deposited as aforesaid; provided that it shall not be lawful for the Company to acquire otherwise than by Agreement the Interest of *Thomas Gwalters* in the Property numbered on the deposited Plans 328 in the Parish of *Saint Pancras*.

Restricting Interference with Streets in St. Pancras.

5. It shall not be lawful for the Company to stop up and discontinue as a Thoroughfare any Part of *Cambridge Street* to the South of the Junction therewith of the new Street defined upon the deposited Plans as proposed to be made through the Lands in the Parish of *Saint Pancras* which the Company are by this Act empowered to acquire; and it shall not be lawful for the Company to stop up and discontinue as Thoroughfares or appropriate *Oxford Street*, *Salisbury Street*, *Upper Cambridge Street* or any Part thereof respectively, or any Part of *Cambridge Street* to the North of such Junction, until they shall have constructed and opened for public Use within the said Parish of *Saint Pancras* and upon the Lands so proposed to be acquired by them in that Parish, a new Street as defined upon those Plans between *King's Road* and *Cambridge Street*, commencing in *King's Road* at the North-west Corner of the boundary Wall of the Parish Workhouse and terminating in *Cambridge Street*

Street at or near the North Entrance into *Cambridge Crescent*, and until the said new Streets shall have been made and opened to the Public, the present Use of the temporary Road leased to the Directors of the Poor of the Parish of *Saint Pancras* shall not be interfered with otherwise than may be requisite for constructing the said new Streets.

Sewers to be laid under Streets before Buildings are erected.

6. No Buildings shall be erected by the Company in front of or abutting upon the intended Streets referred to in Section Five of this Act until Sewers have been made at the Expense of the Company in and under the said Streets, and which Sewers shall be made under the Direction, Superintendence, and Control, and to the Satisfaction of the Chief Surveyor of the said Vestry: Provided always, that any Difference which shall at any Time arise between the Company and the said Surveyor with respect to such Sewers shall be referred at the Expense of the Company to the Metropolitan Board of Works; and after the said Sewers are completed they shall be as fully under the Direction, Jurisdiction, and Control of the said Vestry as any other Sewers or Works in the said Parish of *Saint Pancras* now are or hereafter may be.

Company to pay to Vestry of Saint Pancras Proportion of extra Costs incurred by them in Repair of Streets.

7. And whereas during the Construction of the Works of the Company in the Parish of *Saint Pancras*, the Vestry of that Parish will be put to additional Expense in the Repair of the Streets and Roads in the Neighbourhood of the said Works: Therefore the additional Expenses which the said Vestry may so incur shall be ascertained and an Account thereof shall be rendered to the Company on the First Day of *January* in every Year, and unless the Company and the Vestry agree an Arbitrator shall be appointed in manner provided by "The Common Law Procedure Act, 1854," who shall investigate in case of Dispute the Correctness of the Expenses comprised in such Account and determine the Amount thereof to be paid by the Company, which shall forthwith be paid by them accordingly, and the Costs of the Reference shall be regulated by the said last-mentioned Act.

Local Rates to be made good.

8. While the Company are possessed under the Authority of this Act of any Lands, Houses, Buildings, or other Property assessed or liable to be assessed to any Parochial or other General or Special Rate, and until any Works to be constructed under the Authority of this Act in the Parish of *Saint Pancras* are so far completed as to be assessed or liable to be assessed to an Amount equal to or greater than the aggregate Amount of the gross rateable Value of the same Lands, Houses, Buildings, and Property in a Rate made on the Fifth Day of *October* One thousand eight hundred and sixty-one, the Company shall be liable to make good the Deficiency in the Assessment for such Rates by reason of such Lands, Houses, Buildings, or Property being taken or used by them for the Purposes of this Act, and the Deficiency shall be computed according

according to the Rental at which such Lands, Houses, Buildings, and Property respectively are now rated in the said Rate.

Saving the Rights of the Regent's Canal Company.

9. Nothing in this Act contained shall authorize or empower the *Midland* Railway Company to take from the *Regent's* Canal Company otherwise than by Agreement any Land whatsoever belonging to the Canal Company which, but for this Act, the Railway Company or any Parties under whom they may claim would not have been authorized or empowered to take, nor shall anything in this Act contained authorize or empower the Railway Company to interfere with the *Regent's* Canal or any of its Towing-paths, Bridges, Banks, Wharfs, or other Works or the Navigation thereof, in any Manner in which but for this Act the Railway Company or any Parties under whom they may claim would not have been authorized or empowered to interfere.

Power to make Railways authorized by this Act.

10. Subject to the Provisions of this Act, the Company from Time to Time may make in the Lines and in accordance with the Levels respectively shown on the deposited Plans and Sections relating thereto, and in and upon the Lands which the Company are by this Act authorized to enter upon, take, and use in relation thereto, the Railways following, with all proper Stations, Works, and Conveniences connected therewith; (that is to say,)

A Railway to commence in the Parish of *Duffield* in the County of *Derby* by a Junction with the *Midland* Railway at or near the North End of the Viaduct which carries the *Midland* Railway over the River *Derwent* and the Turnpike Road leading from *Derby* to *Bakewell*, and to terminate in the Parish of *Crich* in the same County by a Junction with the *Manchester, Buxton, Matlock, and Midlands Junction* Railway at or near the West End of the Viaduct which carries that Railway over the River *Amber*;

A Railway to commence by a Junction with the *Bristol and Birmingham* Line of the *Midland* Railway at or near the Bridge carrying the Road called "*Garrison Lane*" across the said Railway in the Hamlet of *Bordesley* in the Parish of *Aston-juxta-Birmingham* in the County of *Warwick*, and to terminate by a Junction with the *Birmingham Extension* Line of the *Midland* Railway at or near the Place where the *Duddeston Mill* Road crosses the said *Birmingham Extension* Line on the Level in the Hamlet of *Duddeston-cum-Nechells* in the same Parish:

And the said Railways and Works connected therewith shall, for the Purposes of Tolls and Charges, and for all other Purposes whatever, be Part of the Undertaking of the Company.

For the Protection of the Birmingham

11. And whereas One of the Railways hereby authorized to be made is intended to be carried over the *Birmingham and Warwick Junction* Canal

Canal in the Township of *Saltley and Washwood* in the Parish of *Aston-juxta-Birmingham* in the County of *Warwick*, by means of a Bridge or Archway, and it is necessary and expedient to make the following Provisions in consequence thereof; (that is to say,) and Warwick Junction Canal.

Nothing in this Act contained shall extend to prejudice, diminish, alter, take away, or affect any of the Rights, Privileges, Powers, or Authorities of or vested in the Company of Proprietors of the *Birmingham and Warwick Junction* Canal (herein-after called "the Company of Proprietors"), or authorize or empower the Company or any Person in execution of or under Colour of this Act to alter the Line or Level of the said Canal, or the Towing-path thereof, or any Part thereof respectively, or by means of such Bridge or Archway when erected, or the Repairs thereof, or in the Erection of any future Bridge or Archway in lieu thereof, or of any or either of them, or by any other Means to obstruct the Navigation of the said Canal or any Part thereof, or to injure any of the Works thereof, or to divert any of the Waters therein, or any Brooks, Streams, Feeders, or Watercourses which now or heretofore have been taken for the Use of or which now supply the said Canal with Water, or to injure the Works thereof; and it shall not be lawful for the Company to make any Deviation from the Course or Direction of the said Railway as delineated on the deposited Plans by which Deviation the said Canal, or any of the Locks, Side Ponds, Towing-paths, Bridges, Banks, or Feeders, or any other Works of or belonging to the said Company of Proprietors, or any Part thereof, shall be taken, used, damaged, or interfered with, without the Consent of the said Company of Proprietors under their Common Seal first had and obtained:

In carrying the said Railway over the said Canal the Company shall, at their own Expense, make and erect a good and substantial Bridge or Archway to carry the said Railway over the said Canal and the Towing-path thereof, with proper Walls effectually to support the Embankments of the said Railway, and the Span of such Bridge or Archway between the Abutments thereof shall not be less than Thirty-six Feet in the Clear, and so as to include the Canal and the Towing-path thereof, and the Height of such Archway shall not be less than Ten Feet of the Top-water Level of the said Canal and Towing-path, and the Company shall at all Times and for ever after the said Bridge or Archway shall be erected maintain and keep the same, and all future Bridges and Archways to be erected in lieu thereof (and which shall be in the like Direction and of the like Form, Width, and Height as are herein-before mentioned) in good and complete Repair:

During the Erection of the said Bridge or Archway over the said Canal, and at all future Times during the Repairs thereof, no Obstruction shall be occasioned to the Boats or Barges passing along the

the said Canal or to the Towing-Horses or Men drawing the same, but at all Times during such Erection and Repairs a Waterway of not less than Sixteen Feet and a Towing-path of not less than Eight Feet in Width, and a clear Height of not less than Nine Feet from the Top Water Level of the said Canal shall be left for the Navigation thereof, and such Bridges shall be constructed as regards their Position, Form, and Dimensions, to the reasonable Satisfaction of the Engineer for the Time being of the Company of Proprietors:

If by reason of the Execution of any of the Works by this Act authorized, or by reason of the bad State of Repair of any such Works or of the Bridge or Archway over the said Canal or of any of the Slopes, Banks, or Walls of the said Railway near the said Canal, or if by any Act or Omission of the Company or of any of their Agents, Servants, or Workmen, it shall happen that the said Canal or the Towing-path thereof or the Works connected therewith shall be so obstructed as that Boats, Barges, or other Vessels navigating or using the same cannot freely pass, or shall be impeded in their Passage along the same, or in case the Space under such Bridges or Archways shall at any Time be so contracted as to be less in Width or Height than is herein-before prescribed, then and in any of the said Cases the Company shall pay to the Company of Proprietors as or by way of ascertained Damages the Sum of Five Pounds for every Hour during which any such Obstruction or Contraction shall be continued: Provided always, that if such Obstruction or Contraction shall be continued beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act or Omission on the Part of the Persons employed by or for the Company, then and in every such Case the Company shall pay to the Company of Proprietors the further Sum of Ten Pounds for every Hour during which such Obstruction or Contraction shall be continued as or by way of ascertained Damages, and in default of Payment of any Sum or Sums of Money which shall so become due as or by way of ascertained Damages on Demand made of the Secretary of the Company, the Company of Proprietors may and they are hereby authorized to sue for and recover the same, together with full Costs of Suit, against the Company by Action in any Court of competent Jurisdiction (including any County Court or other Court having Cognizance of any Cause of Action of like Amount): Provided also, that nothing herein contained shall extend to prevent the Company of Proprietors from recovering against the Company any special, further, or other Damages that may be sustained by them on account of the Acts or Defaults of the Company:

In case it shall happen at any Time during the making of the said Railway, or the Construction of such Bridge or Archway over the said

said Canal, or in the Use thereof respectively at any Time after the same shall have been so respectively made and constructed, that any Injury shall be done or occasioned thereby to the said Canal, or to any of the Locks, Side Ponds, Towing-paths, Bridges, Banks, Feeders, Weirs, or any of the Works of or belonging thereto, or in case such Bridges or Archways, or either of them, shall not be kept in good and substantial Repair, then and in every such Case it shall be lawful for the said Company of Proprietors, after reasonable Notice first given, to do the needful Repairs, and all Costs, Charges, and Expenses to be incurred or occasioned in or about such Repairs, together with all Damages whatsoever which shall be sustained by the Company of Proprietors by reason of any Injury as aforesaid, or by reason of any Loss of Water out of or from the said Canal in consequence of the making of the said Railway or the constructing of the said Bridge or Archway, or any or either of them, shall be paid and defrayed by the Company to the Company of Proprietors, and in default thereof, on Demand made of the Secretary of the Company, any Two or more of Her Majesty's Justices of the Peace for the County of *Warwick* shall and they are hereby authorized and required, on Application by the Company of Proprietors or their Clerk or other Person authorized by them, by Warrant under the Hands and Seals of the said Justices, to cause the Amount of such Excess which shall be settled and allowed by such Justices to be levied by Distress and Sale on the Goods and Chattels of the Company and to be paid to the Company of Proprietors, their Agent or Clerk, rendering the Overplus (if any) on Demand, after deducting the reasonable Costs and Charges of making such Distress and Sale, to the Company, or otherwise the Company of Proprietors may sue for and recover the same, together with full Costs of Suit, against the Company by Action in any Court of competent Jurisdiction as aforesaid:

Nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company or any Person or Company in execution of or under colour of this Act, except so far as may be necessary in the Construction of the Works by this Act authorized to enter upon, take, and prejudice or interfere (either permanently or temporarily) with any of the Buildings, Land, or Ground belonging to the Company of Proprietors without the Consent of the Company of Proprietors under their Common Seal first had and obtained, nor shall the Company of Proprietors be responsible or accountable to the Company or to any Person for any Damage or Prejudice that may be done to the said Railway and Works or the Traders thereon or the Traffic thereof in consequence of any Slips or giving way of any Embankment of the said Canal or any Acts that may occur on the said Canal and Works which in its Consequences may produce any such Damage or Prejudice as aforesaid, any Statute or Law to the contrary thereof in anywise notwithstanding.

Execution of Works for Railway at Birmingham.

12. The Line of the Railway secondly hereby authorized, where the same will pass under the *London and North-western* Railway near *Birmingham* shall be carried under the same by such Means and in such Manner only as not to interfere with the free, uninterrupted, and safe User of the *London and North-western* Railway.

Power to alter Engineering Works.

13. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company in the Construction of the Railways by this Act authorized may deviate from the Line and Levels of any Arches, Tunnels, or Viaducts described in the deposited Plans or Sections so as the Deviations be made within the Limits of Deviation shown on those Plans and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered; and they may also substitute any other Engineering Work not shown on those Plans or Sections, instead of a Tunnel, Viaduct, Arch, or Arches as shown thereon; provided that every such Substitution be authorized by a Certificate of the Board of Trade, and the said Board is hereby empowered to grant such Certificates, provided it shall appear to the Board upon due Inquiry that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby; provided that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

Company to carry a certain Road over Leicester and Hitchin Railway by a Bridge in lieu of present level Crossing.

14. The Company shall carry the *Bedford, Ampthill, and Woburn* Turnpike Road across their *Leicester and Hitchin* Railway by means of a Bridge in lieu of the existing level Crossing of that Road, and for such Purpose shall divert the said Road in the Manner and to the Extent shown on the deposited Plans and Sections relating thereto, and after the Completion thereof shall stop up and discontinue such level Crossing, and may appropriate the Site thereof to the Purposes of their Undertaking.

Works at Bedford affecting the London and North-western Railway Company.

15. The Works by this Act authorized at or near *Bedford* shall, so far as they affect the *London and North-western* Railway, be constructed in the following Manner:—

The Bridge to be erected over the existing Three Lines of Railway of the *London and North-western* Railway Company at or near *Bedford* shall be Thirty-seven Feet in Width and of the clear Height of Fourteen Feet Nine Inches from the Rails to the Underside of the Girders:

Also an Opening Fifteen Feet in Width and Fourteen Feet Nine Inches in Height from the Rails to the Underside of the Girders shall

shall be erected on the Easterly Side of and adjoining the said Bridge, so as to admit of an additional Line of Railway being constructed and worked thereunder:

Also an Opening Twenty-six Feet in Width and Fourteen Feet Nine Inches in Height from the Rails to the Underside of the Girder shall be erected at a Point to be selected, within Three Months from the passing of this Act by the Engineer for the Time being of the *London and North-western* Railway Company on the Westerly Side of the said Bridge, so as to admit of Two Lines of Railway being constructed and worked thereunder.

Mode of executing Works affecting the London and North-western Railway Company.

16. The said Works at *Bedford* and at *Birmingham* hereby authorized, and all such Interferences with the *London and North-western* Railway and their Property as may be necessary for executing such Works, shall be made, repaired, and maintained at the Expense of the Company and in the Manner which the Engineer for the Time being of the *London and North-western* Railway Company shall from Time to Time require; and in case of any Difference arising as to the Mode of making, repairing, or maintaining such Works, the same shall be determined by a Referee to be appointed at the Cost of the Company by the Board of Trade on the Application of either Company.

Lands for extraordinary Purposes.

17. The Company from Time to Time, in addition to the other Lands which they are by this Act authorized to purchase, may by Agreement purchase any Quantity of Lands not exceeding Five Acres adjoining or near to the Railways to be made under the Authority of this Act for any of the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845."

Powers for compulsory Purchases limited.

18. The Powers by this Act conferred for the compulsory Purchase of Lands shall not, as regards the Lands required for the Railways by this Act authorized, be exercised after the Expiration of Two Years from the passing of this Act, nor as regards the other Lands which the Company are by this Act authorized to acquire after the Expiration of Three Years from the passing of this Act.

Period for Completion of Railways.

19. The Railways shall be completed within Four Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act granted for making the same or otherwise in relation thereto shall cease, except as to so much thereof respectively as shall then be completed.

Suspension of Dividend if Railways not completed in Four Years.

20. After the Expiration of Four Years after the passing of this Act, if the Railways be not then completed, the Payment of any Dividend on the ordinary Capital of the Company shall be suspended until the Railways are completed and opened for public Use.

21. And

Confirming Agreement with London and North-western Railway Company.

21. And whereas an Agreement has been made between the Company and the *London and North-western* Railway Company, bearing Date the Twenty-eighth Day of *August* One thousand eight hundred and fifty-eight (a Copy of which is set forth in the Schedule to this Act), whereby, amongst other things, the Company are empowered to use a Portion of the *Rugby and Stamford* Branch of the *London and North-western* Railway, and for the Purposes of such User the Company, by Arrangement with the *London and North-western* Railway Company, have formed Junctions in the Parish of *Great Bowden* in the County of *Leicester* between the *Leicester and Hitchin* Line of the *Midland* Railway, and the *Rugby and Stamford* Branch of the *London and North-western* Railway, and are now using the said Junction and the Portion of the said Branch intervening between the same; and it is expedient that the said Agreement and Arrangement should be confirmed: Therefore the said Agreement is hereby ratified and confirmed and made binding and obligatory on the Parties thereto, and the Company may, on the Terms and subject to the Conditions and for the Purposes of the said Agreement, maintain and use the said Junctions and intervening Portion of the said Branch; but the Company shall not without the Consent of the *London and North-western* Railway Company lay down any additional Rails along or by the Side of the Portion of the said *Rugby and Stamford* Branch except in conformity with the said Agreement.

Company not to take Lands belonging to the London and North-western Railway Company without Consent.

22. Nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to take or enter upon or use, either permanently or temporarily, any of the Lands belonging to the *London and North-western* Railway Company, or to alter, vary, or interfere with the *London and North-western* Railway or any of the Works thereof, further or otherwise than is necessary for the proper Execution of the Works hereby authorized, and as shall be requisite for the Purpose of maintaining the Junctions with the *Rugby and Stamford* Branch of the *London and North-western* Railway mentioned in this Act, and for the Purpose of the Junctions referred to in the Agreement in the Schedule to this Act between the said Branch Railway and the Lands which the Company have acquired or are authorized to acquire in the Parish of *Great Bowden* in the County of *Leicester*, and such Part of the Banks or Slopes of the said Branch Railway as may be reasonably required according to the said Agreement.

Saving Rights of London and North-western Railway Company.

23. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *London and North-western* Railway Company otherwise than is herein expressly provided.

Power to carry Railway autho-

24. Notwithstanding anything in "The *Midland* Railway and *Burton-upon-Trent* Bridge Act, 1859," or any Act incorporated therewith

with contained, the Company, subject to the Provisions of "The Railways Clauses Consolidation Act, 1845," and this Act, with respect to crossing of Roads on the Level, may carry the Railway in "The *Midland* Railway and *Burton-upon-Trent* Bridge Act, 1859," secondly described, with a double Line of Railway across and on the Level of the Street or Road in the Town of *Burton-upon-Trent* called "*Anderstaff Lane*."

rized by "The Midland Railway and Burton-upon-Trent Bridge Act" over Anderstaff Lane on the Level.

25. It shall not be lawful for the Company, in shunting Trains, to pass any Train over such level Crossing, or to allow any Train, Engine, Carriage, or Truck to stand across such level Crossing.

Trains not to be shunted across level Crossing.

26. For the greater Convenience and Security of the Public the Company shall erect and permanently maintain a Lodge at the Point where the Railway in "The *Midland* Railway and *Burton-upon-Trent* Bridge Act, 1859," secondly described, crosses the before-mentioned Road on the Level; and the Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Road on the Level, or with regard to the Speed at which Trains shall pass such Road, as may from Time to Time be made by the Board of Trade; and if the Company shall fail to erect, or at all Times maintain, such Lodge, or appoint a proper Person to watch or superintend the Crossing at such Point, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Company to erect a Lodge at Point of Crossing, and abide by Rules, &c. of Board of Trade.

27. The following Provisions of "The Companies Clauses Consolidation Act, 1845," are incorporated with this Act; (that is to say,)

"With respect to the Transfer or Transmission of Shares;"

"With respect to the Payment of Subscriptions and the Means of "enforcing the Payment of Calls;"

"With respect to the Forfeiture of Shares for Nonpayment of Calls;"

"With respect to the Consolidation of Shares into Stock;"

"With respect to the borrowing of Money by the Company on Mort-"gage or Bond;" and

"With respect to the Conversion of borrowed Money into Capital."

Parts of 8 & 9 Vict. c. 16. incorporated.

28. The Company may raise for the Purposes of this Act, by the Creation and Issue of new Shares, such Amount of Capital as they think fit, not exceeding One hundred and twenty thousand Pounds.

Power to create new Capital.

29. If at the Time of the Creation of new Shares under this Act the then existing ordinary consolidated Stock in the Company be at a Premium, or of greater actual Value (according to the Market Price thereof in the City of *London*) than the nominal Value thereof, such new

As to Amount and Issue of new Shares.

new Shares shall be of such Amounts (not other than an integral Number of Pounds Sterling *per* Share) as will allow the same to be conveniently apportioned among the then Holders of all Shares or Stock in 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) in proportion to the Number of Shares or Amount of Stock held by them respectively; and such new Shares may be either of One Class or of different Classes; and the Directors of the Company may from Time to Time (but subject to the Provisions of this Act) fix the Amounts and Times of Payment of the Calls on the new Shares created under the Powers of this Act; and every Holder of Shares or Stock in the Company at the Time of such Creation as aforesaid (other than and except as aforesaid) shall in such Proportion as aforesaid be entitled to an Allotment of the new Shares according to the Provisions of this Act; and no Holder of any Shares or Stock entitled to a fixed Amount of Dividend without further Participation in the Profits of the Company shall be entitled to any Apportionment of any such new Shares.

Privileges may be attached to new Shares.

30. The Company may from Time to Time, with the Sanction of Three Fifths at least of the Votes of the Shareholders present, in Person or by Proxy, at any Meeting of the Company specially convened for the Purpose, attach to all or any new Shares or any Class of new Shares created under the Powers of this Act any preferential, fixed, fluctuating, contingent, perpetual, or terminable Dividend (not exceeding Five Pounds *per Centum per Annum*) and also (if the Company so think fit) any total or partial, permanent or temporary, Restrictions of the Rights of Voting and other Qualifications of the Holders thereof: Provided that all Shares of the same Class shall be of like Amount, and shall confer like Privileges, and shall bear like Dividends or Interest, and be subject to like Restrictions (if any); provided also, that if in any Year ending the Thirty-first Day of *December* there shall not be Profits available for the Payment of the full Amount of such preferential or other Dividend for that Year, no Part of the Deficiency shall be made good out of the Profits of any subsequent Year or out of any other Funds of the Company.

Terms, &c. on which Preference Shares issued to be stated on Certificates.

31. The Terms and Conditions to which any Preference Shares created under this Act are subjected by the Provisions of this Act shall be clearly stated on the Certificate of every such Preference Share.

New Shares how to be offered to existing Shareholders.

32. All such new Shares shall be offered to the then Holders of Shares or Stock in the Company (other than and except as aforesaid) by Circular, given to or sent by Post addressed to each such Shareholder according to his Address in the Books of the Company, or left at his usual or last known Place of Abode, and every such Offer made by Letter

Letter sent by Post shall be considered as made on the Day on which such Letter in the ordinary Course of Delivery ought to reach the Place to which it is addressed.

Vesting or other Disposition of new Shares.

33. Such last-mentioned Shares shall vest in and belong to the then Shareholders, who shall accept the same and pay the First Instalment thereon to the Amount and at the Time which shall be fixed by the Directors and specified in the Letter offering new Shares.

Shares not accepted or unallotted to be disposed of by Company.

34. If any Shareholder for One Month after such Offer of new Shares fail to accept the same and pay the First Instalment called for in respect thereof, or if, after the Apportionment, as by this Act provided, of the new Shares amongst the existing Shareholders there be any Surplus remaining unallotted, then and in either of such Cases the Company may authorize the Directors to dispose of the same in such Manner as they may deem most for the Advantage of the Company.

If existing Shares, &c. not at a Premium, new Shares may be issued as Company think fit.

35. If at the Time of the Creation of new Shares under this Act the existing Shares or Stock of the Company (other than and except Shares or Stock to which any fixed, guaranteed, or preferential Dividend or other special Advantages shall have been assigned) be not at a Premium, then such new Shares may be of such Amount and may be issued in such Manner as the Company shall think fit: Provided always, that the total Sums to be ultimately paid in respect of such Shares shall not be less than the nominal Amount of such Shares.

Qualifications of new Shares.

36. Except as by or under the Powers of this Act otherwise provided, all new Shares 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, entitle the respective Holders thereof 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 existing Shares or Stock of the Company (other than and except as aforesaid): Provided always, that unless otherwise determined by the Meeting sanctioning the new Shares, no Person shall be entitled to vote in respect of any of the new Shares to which fixed or preferential Dividend or other special Advantages shall be assigned.

Power to raise Capital under any other Act of this Session and this Act by new Shares of One Class.

37. If by any other Act passed in the present Session of Parliament, whether before or after the passing of this Act, the Company be authorized to raise any Capital by new Shares, then subject to the Provisions of the other Act and this Act respectively, the Company if they think fit may raise by the Creation and Issue of new Shares of One and the same Class, all or any Part of the aggregate Capital which they are by the other Act and this Act respectively authorized to raise by the Creation and Issue of new Shares.

38. This

Saving Rights of existing Preference Shareholders.

38. 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* Mortgage, Preference Shares or Stock, or any Payment in respect of *Midland* Annuities.

Calls.

39. Twenty-five *per Centum* on the Amount of every new Share shall be the greatest Amount of any One Call which the Directors may make on or in respect of any of the new Shares, and Two Months at the least shall be the Interval between successive Calls, and the aggregate Amount of Calls on any Share in any One Year shall not exceed Four Fifths of the Amount of such Share.

Power to borrow on Mortgage.

40. After Shares for the whole of the Sum by this Act authorized to be raised by Shares shall have been taken and One Half of such Sum shall have been paid up, and the Company shall 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 all the Capital which the Company are by this Act authorized to raise by the Creation of new Shares are *bonâ fide* held by Persons or their Assigns, and for which such Persons or their Assigns are legally liable, the Directors of the Company may borrow on Mortgage such Sums of Money as shall from Time to Time be authorized to be borrowed by an Order of any General or Special General Meeting of the Company not exceeding in the whole the Sum of Forty thousand Pounds, in addition to the Sums which they are or may be authorized to borrow by any other Act or Acts of Parliament.

Application of Monies.

41. All and every Part of the Money to be raised under this Act, whether by Shares or by borrowing, shall be applied to the Purposes of this Act, and to no other Purpose.

Former Mortgages to have Priority.

42. All Mortgages or Bonds granted under the Authority of any former Act relating to the Company, and which shall be in force at the Time of the passing of this Act, shall during the Continuance thereof have Priority over any Mortgages to be granted by virtue of this Act.

Company may apply Corporate Funds to Purposes of Act.

43. The Company from Time to Time may apply for or towards all or any of the Purposes of this Act any Sums of Money which they have already raised or are authorized 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.

44. The Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls in respect

respect of Shares, pay to any Shareholder Interest or Dividend on the Amount of the Calls made in respect of the Shares held by him: Provided always, that the Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions of "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Deposits for future Bills not to be paid out of Company's Capital.

45. The Company shall not, out of any Money by this Act or any other Act authorized to be raised by the Company, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament from Time to Time in force may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to make any other Railway or execute any other Work or Undertaking.

Railways not exempt from Provisions of present and future General Acts.

46. Nothing in this Act contained shall exempt the Railways from the Provisions of any General Act relating to Railways or to the better and more impartial Audit of the Accounts of Railway Companies now in force, or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration under the Authority of Parliament of the maximum Rates of Fares and Charges or of the Rates for small Parcels in respect of the Railways by this Act authorized.

Expenses of Act.

47. All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

SCHEDULE referred to in the foregoing Act.

ARTICLES of AGREEMENT made this Twenty-eighth Day of August One thousand eight hundred and fifty-eight between the London and North-western Railway Company (herein-after called the "North-western Company") of the One Part, and the Midland Railway Company (herein-after called "The Midland Company") of the other Part: Whereas by "The Midland Railway (Leicester and Hitchin) Act, 1853," the Midland Company are empowered to make a Railway from Leicester to Hitchin, with a Branch near the Wellingborough Station on the Northampton and Peterborough Branch of the London and North-western Railway: And whereas the Leicester and Hitchin Railway by the said Act authorized to be made, runs along the Line of the Rugby and Stamford Branch of the London and North-western Railway near the Town of Market Harborough for a Distance of about Six Furlongs and Sixty-four Chains, and for that Distance the Midland Company are by the said Act authorized to lay down additional Rails on the Line of the said Rugby and Stamford Branch Railway; and the Leicester and Hitchin Railway also crosses by a Bridge over and forms a Junction with the said Northampton and Peterborough Branch at Wellingborough, and also crosses on a Level the Bedford and Bletchley Branch of the London and North-western Railway near the Bedford Station: And whereas the Rugby and Stamford Branch of the North-western Company leaves the Main Line at Rugby and terminates at Luffenham on the Midland Railway; and in order to reach the Town of Stamford the London and North-western Trains are obliged to pass over that Portion of the Midland Railway which lies between Luffenham and Stamford; and ever since the Opening of the Rugby and Stamford Branch the Midland Company have allowed the North-western Company to run over and use their Line between Luffenham and Stamford, and have also afforded the North-western Company Station Accommodation at Stamford and Luffenham: Now these Presents witness, that the said Companies Parties hereto do hereby for themselves and their Successors, subject and without Prejudice to the Rights and Privileges of the North-western and Midland Companies under "The Midland Railway (Leicester and Hitchin) Act, 1853," which Rights, except as hereby expressly altered, are to be reserved and maintained, mutually agree as follows:—

1. In order to obviate the Necessity of the Midland Company laying down additional Rails along the Line of the Rugby and Stamford Branch as provided by the said "Leicester and Hitchin Act," the North-western Company shall and do hereby grant to the Midland Company the perpetual Use of that Portion

Portion of the Rugby and Stamford Branch Railway which lies between the Junction of the Leicester and Hitchin Railway with the Rugby and Stamford Branch near the Town of Market Harborough and a Point South of the Market Harborough Station of the North-western Company, as shown on a Plan signed by William Baker and John Sydney Crossley, with liberty to put down, use, and maintain an Electric Telegraph upon the following Terms, viz.:—The Cost of maintaining and working each of the Junctions of the Leicester and Hitchin Railway with the Rugby and Stamford Branch shall be taken and admitted to be One hundred and forty Pounds per Annum for a single Junction, with Night and Day Service of One Man by Night and One Man by Day, to commence from the Opening of the Leicester and Hitchin Railway, and to be paid by the Midland Company to the London and North-western Company so long as such Junctions are used and worked as aforesaid. In lieu of ordinary and as a commuted Toll for the Use of the said Portion of the Rugby and Stamford Railway, the Midland Company shall pay to the North-western Company a Proportion of the Receipts of the Midland Company in respect of all Traffic conveyed by the last-mentioned Company over that Portion of Railway, calculated according to Mileage, the Rates and Charges for such Traffic being fixed by the Midland Company, and such Proportion to be Fifty per Cent. of the Mileage Receipts in respect of Passenger, Parcel, and Coaching Traffic, and Sixty per Cent. of the Mileage Receipts in respect of Goods and Mineral Traffic, after Deduction of the usual terminal Allowances and Passenger Duty from Time to Time allowed by the Clearing House. The Payments, other than those in respect of Toll, to be made half-yearly on every First Day of March and First Day of September as for Cost of working Junctions to the Thirtieth June and Thirty-first Day of December preceding those Days of Payment, and the Payment in respect of Toll to be made monthly in accordance with the Clearing House Regulations, and all such Payments to be in the Nature of and to have all the Incidents of Rent.

2. Instead of the Midland Company constructing a Duplicate Station at Market Harborough, it is agreed that the North-western Company shall afford the Midland Company in perpetuity proper and sufficient Accommodation at their present or future Passenger, Goods, and Mineral Stations at Market Harborough on the following Terms:—The Rent to be One hundred and fifty Pounds per Annum, and to include Porters and other Service usual at a Passenger Station, and the Use of a separate Goods Bay or Shed, and the Use of a Wharf and of Cattle Stages, and of the other usual and necessary Appliances as provided by the North-western Company for their own Traffic. The Midland Company having acquired certain additional Lands adjoining to the said Rugby and Stamford Branch Railway, and intending to acquire other Lands adjacent or nearly adjacent thereto on either Side thereof, it is agreed that they shall have the Right of Access to the said Rugby and Stamford Branch Railway from such additional Lands in such Manner and at such Points as shall be convenient for enabling the Midland Company to use such additional Lands for their Station Purposes, for which they shall also be entitled to take or use such Part of the Banks or Slopes of the said Rugby and Stamford Branch Railway as may be reasonably required; and the London and North-western Company shall, at the Expense of the Midland Company, put in and maintain all the necessary Points and Crossings on the Rugby and Stamford Branch Railway; and if any Question or Dispute shall arise between the Two Companies as to the Matters aforesaid, or the Position of such Points or

Crossings,

Crossings, the same shall forthwith be referred to and settled by the Decision of Thomas Elliot Harrison, Esquire, failing whom the same shall be settled by Arbitration according to the Provisions of the "Railway Companies Arbitration Act, 1859." The Midland Company to provide and pay their own Booking and Parcels Clerks and their own Officers, Porters, and Servants for the Goods and Mineral Business, who are to be accommodated at the said Station.

3. The North-western Company having conditionally given up to the Midland Company, in order to facilitate the Construction of their Station at Bedford and the Approaches thereto, certain Land and a Portion of a Branch Line of Railway from the Bedford Station of the North-western Company to the River Ouse, which Land and Railway as it formerly existed is shown on the said Plan as signed by William Baker and John Sydney Crossley and thereon coloured Red; and the Midland Company having laid down Sidings for a Coal Station at Bedford as shown upon the said Plan, and having connected such Sidings with the respective Railways of the North-western and Midland Companies and with the River Ouse as also shown on the said Plan, and thereon coloured Blue, the Midland Company shall forthwith either restore the said Land and reinstate the Portion of the Branch from the River Ouse to the North-western Line so given up to them as aforesaid, so as to admit of the Use thereof in the same Manner and as conveniently as prior to the Construction of the Leicester and Hitchin Railway, or (retaining for their own Use the said Land on which such Branch was constructed) shall at their Expense give in exchange to the North-western Company for their exclusive Use a similar and equally convenient Strip of Land adjoining and parallel to the Leicester and Hitchin Line, and shall at the like Expense lay down on such Land a Line of Rails to serve as a Communication between the Bedford Branch of the North-western Company and the River Ouse, so as to give to the North-western Company at least as convenient Access to the River Ouse as they formerly obtained by the Branch as shown on the said Plan; and in case such Land and Branch is situate to the West of the Leicester and Hitchin Line, will give to the North-western Company the perpetual and uninterrupted Use, free of Toll and of all other Expenses, of so much of the Leicester and Hitchin Line as may be necessary to give to the North-western Company such convenient Access to the aforesaid Branch to the River Ouse.

4. The Points and Crossings and Signals at the Junctions with the Rugby and Stamford Line near Market Harborough and with the Northampton and Peterborough Line at Wellingborough, and the Signals at the level Crossing of the Bedford Branch at Bedford, shall be under the Control of and shall be maintained by the North-western Company, and the Cost thereof respectively shall be charged against and shall be defrayed by the Midland Company at the Rate of One hundred and forty Pounds per Annum for each Junction and level Crossing so long as used and worked as single Junctions, with Night and Day Service of One Man by Night and One by Day.

5. The Midland Company shall and do hereby grant to the North-western Company the perpetual Use of the Portion of the Midland Railway which extends between Luffenham and Stamford, with Liberty to put down, use, and maintain an Electric Telegraph, or, with the previous Assent of the Electric Telegraph Company, to affix a Telegraph to the Posts of the Midland Company between those Points, and shall also afford to the North-western Company, in perpetuity, proper Station Accommodation and Facilities for their Traffic at Stamford and Luffenham on the Terms herein-after mentioned; namely,

namely, the Points and Crossings and Signals at the Junction at Luffenham shall be under the Control of and shall be maintained by the Midland Company, and the Cost thereof shall be taken and admitted to be One hundred and forty Pounds per Annum, and shall be repaid to them by the North-western Company so long as used and worked as a single Junction, with Night and Day Service of One Man by Night and One by Day; in lieu of the ordinary and as a commuted Toll for the Use of that Portion of Railway, the North-western Company shall pay to the Midland Company a Proportion of the Receipts of the North-western Company in respect of all Traffic conveyed by the last-mentioned Company between Luffenham and Stamford, calculated according to Mileage (the Rates and Charges for such Traffic being fixed by the North-western Company), such Proportion to be Fifty per Cent. of the Mileage Receipts in respect of Passenger, Parcel, and Coaching Traffic, and Sixty per Cent. of the Mileage Receipts in respect of Goods and Mineral Traffic after Deduction of Passenger Duty, and the usual Terminal Allowances from Time to Time allowed by the Clearing House, the Payments to be made half-yearly, on every First Day of March and First Day of September (as for Cost of working Junctions) to the Thirtieth Day of June and the Thirty-first Day of December preceding those Days of Payment, and the Payment in respect of Tolls to be made monthly in accordance with the Clearing House Regulations, and all such Payments to be in the Nature of and to have the Incidents of Rent.

Instead of the North-western Company constructing duplicate Stations at Luffenham and Stamford, it is agreed that the Midland Company shall afford to the North-western Company in perpetuity proper and sufficient Accommodation at their present Passenger, Goods, and Mineral Stations at Luffenham and Stamford on the following Terms:—The Rent of the Luffenham and Stamford Stations to be Two hundred Pounds per Annum, and to include Porters and other Services usual at a Passenger Station, and the Use of a separate Goods Bay or Shed, and the Use of a Wharf and of Cattle Stages, and of the usual and necessary Appliances as provided by the Midland Company for their own Traffic at those Stations respectively.

The North-western Company to provide and pay their own Booking and Parcels Clerks, who are to be accommodated at the said Stations, the North-western Company also to pay to the Midland Company, so long as that Company provides Porters and Servants in the Goods Departments, the usual Clearing House Station to Station Terminals in respect of all Goods landed but not carted by the Midland Company at Stamford and Luffenham.

The North-western Company to be entitled, if they think fit, to appoint and pay their own Booking and Parcels Clerks, and their own Officers, Porters, and Servants for the Goods and Mineral Business (which Clerks, Officers, Porters and Servants are to be accommodated at the said Station), and to transact their own Goods and Mineral Business at Luffenham and Stamford, and on their giving Two Months Notice of their Intention so to do the Provision as to Payment of Station to Station Terminals shall cease, and such Terminals shall thenceforward belong to the North-western Company.

The North-western Company to pay to the Midland Company in perpetuity the Sum of One hundred Pounds per Annum for the Use of the Engine House, Tank, Water, Pumping, and other Locomotive Service, as hitherto provided by the Midland Company at Stamford, including the Use of the Engine and Turn-table at Stamford, and for Water, Tank, and Pumping at Luffenham,

such annual Payment to commence from the Date when the North-western Company commenced to use such Accommodation; and the North-western Company shall also pay to the Midland Company the Sum of One hundred and forty Pounds per Annum for a single Junction, with Night and Day Service of One Man by Night and One Man by Day, whenever and so long as the Midland Company shall provide such Services for the North-western Company; and the Midland Company shall in like Manner pay to the North-western Company the like Sum of One hundred and forty Pounds per Annum whenever and so long as the North-western Company shall provide such Services for the Midland Company.

6. If the Two Companies are unable to agree upon any of the Matters aforesaid, or if any Doubt, Difference, or Dispute shall arise between the Companies as to the Construction of these Presents, or of anything herein provided or intended to be provided, such Disagreement shall be settled by, and such Doubt, Difference, or Dispute shall be referred to, an Arbitrator to be from Time to Time appointed by the Board of Trade on the Application of either Company, and the Decision of such Arbitrator shall in every Case be conclusive and bind both the Companies.

In witness whereof the Parties hereto have affixed their respective Common Seals.

The Seal of the London and North-western Railway Company.

The Seal of the Midland Railway Company.

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