ANNO TRICESIMO PRIMO & TRICESIMO SECUNDO

VICTORIÆ REGINÆ.

****

Cap. xliii.

An Act for conferring additional Powers on the *Midland* Railway Company for the raising of further Capital and the Construction of new Works; and for other Purposes.

[25th *June* 1868.]

WHEREAS it is expedient that the *Midland* Railway Company, herein-after called "the Company," should be empowered to raise additional Capital for the Purposes of the Railways and other Works by this Act authorized, and the other Objects sought to be effected thereby, and also for the Completion and Enlargement of Works already authorized, and the making and Enlargement of Stations, Sidings, and other Works and Conveniences for the Accommodation of Traffic on their Railway, and for completing the Purchase of Lands and Buildings for any of the above Purposes, and providing additional Plant and Rolling Stock, and for the general Purposes of their Undertaking: And whereas it is expedient that the Company should be empowered to construct new Lines of Railway, a Deviation of Road and other Works, and to acquire and appropriate Lands for the general Purposes of their Undertaking: And whereas Plans and Sections showing the Lines and Levels of the Railways and Deviation of Road and other Works

by this Act authorized to be executed, and the Lands which are by this Act authorized to be acquired, with Books of Reference to such Plans, have been deposited with the Clerks of the Peace for the several Counties within which those respective Railways and other Works will be constructed and those Lands are situate, which Plans and Sections and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas it is expedient that the Time now limited for the Construction of the Company's *Barnsley* Branch Railway should be extended: And whereas it is expedient that the Time now limited for the Construction of the Company's Railway to connect their *Bristol and Birmingham* Line of Railway with the *Bristol and Exeter* Railway at *Bristol* should also be extended; And whereas it is expedient that the Company and the *Metropolitan* Railway Company (in this Act called "the *Metropolitan* Company") should be empowered to enter into Agreements with respect to the working by the Company of Traffic over the Railways of the *Metropolitan* Company, the Division of the Receipts in respect of such Traffic, the providing of Station Accommodation by either of the Companies for the other of them, and otherwise in relation thereto, and that the Agreement between the Company and the *Metropolitan* Company which is set forth in the Schedule to this Act should be confirmed: 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 (Additional Powers) Act, 1868."

8 & 9 Vict. cc. 16., 18., & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

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 Consolidation Act, 1845;

The Lands Clauses Consolidation Acts Amendment Act, 1860;

The Railways Clauses Consolidation Act, 1845;

Part I. (relating to the Construction of a Railway) and Part III. (relating to working Agreements) of the Railways Clauses Act, 1863;

The Provisions of the Companies Clauses Consolidation Act, 1845, with respect to the following Matters; namely,

The Transfer and Transmission of Shares;

The Payment of Subscriptions and the Means of enforcing the Payment of Calls;

The

The Forfeiture of Shares for Nonpayment of Calls;
The Consolidation of Shares into Stock;
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 Provision to be made for affording Access to the Special Act; and
Part II. (relating to additional Capital) of the Companies Clauses Act, 1863.

Interpretation of Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction:

The Expression "the Company" means the *Midland* Railway Company;
The Expression "the *North-western* Company" means the *London and North-western* Railway Company;
The Expression "the *Metropolitan* Company" means the *Metropolitan* Railway Company; and
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 be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Power to Company to raise additional Money by Creation of Shares.

4. The Company from Time to Time may raise by the Creation and Issue of new Shares such Sums of Money as they shall think necessary, not exceeding Three millions seven hundred and fifty thousand Pounds, exclusive of the Monies which they are or may be authorized to raise by any other Act or Acts of Parliament, and the Company may create and issue such Shares either wholly or partially as ordinary or wholly or partially as preferential Shares, as they may think fit.

Shares not to issue until One Fifth paid up.

5. The Company shall not issue any new Share created under the Authority of this Act, nor shall any 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.

New Shares raised under this Act and

6. If by any other Act passed in the present Session of Parliament, whether before or after the passing of this Act, the Company be

any other Act of this Session may be of same Class.

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.

As to Amount and Issue of new Shares.

7. 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 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.

Votes in respect of new Shares.

8. The Company may from Time to Time, if they think fit, attach to all or any new Shares or any Class of new Shares created under the Powers of this Act any total or partial, permanent or temporary, Restrictions of the Rights of voting and other Qualifications of the Holders thereof.

Shares of same Class to have like Privileges.

9. All new Shares 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 or other Disposition of new Shares.

10. All new Shares created under this Act shall vest in and belong to such of the then Shareholders as 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 the new Shares.

11. If

Shares not accepted may be disposed of by Company.

11. 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, then 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.

Qualifications of new Shares.

12. 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 a fixed or preferential Dividend or other special Advantage shall be assigned.

Saving Rights of existing Preference Shareholders.

13. 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.

Power to borrow.

14. The Company may from Time to Time borrow on Mortgage any Sum not exceeding in the whole One million two hundred and fifty thousand Pounds, in addition to the Sums which they are or may be authorized to borrow by any other Act or Acts of Parliament, but no Part thereof shall be borrowed until Shares for the whole of the Sum by this Act authorized to be raised by Shares shall have been issued and accepted, and One Half of such Sum shall have been 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 all the Capital which the Company are by this Act authorized to raise by Shares have been issued and accepted, and that One Half of such Capital has been paid up, and that not less than One Fifth Part of the Amount of each separate Share in such Capital has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Shares were issued *bonâ fide*, and are held by the Persons to whom the same were issued, or their Assigns, and that such Persons or their Assigns are legally liable for

the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which shall be sufficient Evidence thereof.

For Appointment of a Receiver.

15 The Mortgagees of the 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 authorize the Appointment of a Receiver in respect of Principal, or Principal and Interest, 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.

16. All Mortgages and Bonds granted by the Company in pursuance of the Powers of any Act of Parliament 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 have Priority over any Mortgages to be granted by virtue of this Act.

Application of Monies.

17. All Monies raised under this Act, whether by Shares or borrowing, shall be applied for the Purposes of this Act and to the general Purposes of the Company's Undertaking, and to no other Purpose.

Company may apply Corporate Funds.

18. The Company may from Time to Time 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.

Power to make Railways.

19. Subject to the Provisions of this Act, the Company may make and maintain in the Lines and according to the Levels shown on the deposited Plans and Sections the Railways herein-after described, with all proper Stations, Approaches, Works, and Conveniences connected therewith, and may enter upon, take, and use such of the Lands delineated on the deposited Plans and described in the deposited Books of Reference as may be required for that Purpose. The Railways herein-before referred to and authorized by this Act are,—

The *Darfield Junction* Railway, One Furlong and Six Chains or thereabouts in Length, to connect the *Cudworth and Barnsley* Line of the Company with the *South Yorkshire* Railway:

A Railway Two hundred and nine Yards or thereabouts in Length, for the Purpose of connecting certain Lines of Railway or Sidings of the Company South of the *Saint Pancras* Burial Ground with certain other Lines of Railway or Sidings of the Company North of that Burial Ground:

The

The *Codnor Park* Deviation, One Mile or thereabouts in Length, being an Alteration of the Line and Levels of a Portion of the Company's authorized Line of Railway from *Duffield* to *Selston*, to commence in the Parish of *Alfreton* in the County of *Derby*, and to terminate in the Parish of *Selston* in the County of *Nottingham*:

The *Codnor Park* Curve, Two Furlongs and Seven Chains or thereabouts in Length, to connect the Deviation Railway lastly above described with the Company's *Erewash Valley* Line of Railway:

And the said Railways and Works shall, for the Purposes of Tolls and Charges, and for all other Purposes whatsoever, be Part of the Undertaking of the Company as if the same had been Part of the *Midland* Railway vested in the Company by the Act (Local and Personal) Seventh and Eighth *Victoria*, Chapter Eighteen, 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) Ninth and Tenth *Victoria*, Chapter Three hundred and twenty-six, entitled *An Act to consolidate the* Bristol and Gloucester *and* Birmingham and Gloucester *Railway Companies with the* Midland *Railway Company*.

7 & 8 Vict. c. xviii.

9 & 10 Vict. c. cccxxvi.

Provisions relating to Saint Pancras Burial Ground.

20. And whereas the Railway in this Act secondly described is intended to be constructed across and over a Portion of the Burial Ground in the Parish of *Saint Pancras*: Therefore the Company shall observe the following Restrictions and Regulations in constructing the said Railway over the said Burial Ground:

First. The Railway shall be carried across the said Burial Ground only, and not otherwise than immediately over and in the Line of the Tunnel or covered Way by which the *Saint Pancras* Branch Railway of the Company is now carried under and across the said Burial Ground:

Second. The Railway shall be carried over the said Burial Ground by means of a Girder Bridge or Viaduct of Fifteen Spans or Openings of not less than Twenty-five Feet each in Length, and shall not be of greater Width in any Part thereof than the said Tunnel:

Third. The Company shall not purchase or take for the Purposes of this Act an absolute Interest in any Part of the said Burial Ground, but the Company may purchase and take an Easement over the same to such Extent as may be necessary for the Construction of the Railway:

Fourth. The Company shall not interfere with or disturb any Grave or Vault in the said Burial Ground.

21. The

For Protection of the Parish of Saint Pancras.

21. The several Provisions contained in the *Midland* Railway (Extension to *London*) Act, 1863, for the Protection of the Vestry of the Parish of *Saint Pancras*, namely, Sections Sixty-nine to Seventy-five, both inclusive, and Sections Eighty, Eighty-one, and Eighty-two, shall extend and apply to this Act as fully and effectually as if such Provisions were respectively re-enacted in this Act with reference to anything in this Act contained or by this Act authorized affecting the said Parish.

As to stopping up of Streets in Saint Pancras.

22. The Company shall not in the Exercise of any of their Powers by this Act conferred upon them within the Parish of *Saint Pancras* stop up temporarily any Street without the previous Consent in Writing of the Vestry of the said Parish in every Instance first had and obtained, nor shall the Company without such Consent permanently close any Part of any Street within the said Parish until a new or substituted Street has been completed by the Company and opened to the Public.

Saving Provisions as to Saint Pancras Burial Ground.

23. Nothing herein-before contained shall authorize the Construction of any Works affecting the said Burial Ground otherwise than in accordance with Section Twenty of this Act, and with the Provisions of any other Act of the Company relating to the said Burial Ground.

Sect. 84. of 28 & 29 Vict. c. cccxxxv. for Protection of Metropolitan Board of Works, &c. to apply.

24. Section Eighty-four of the *Midland* Railway (New Lines and Additional Powers) Act, 1865, for the Protection of the Metropolitan Board of Works and Vestries and District Boards within the Metropolitan Area, shall extend and apply to the new Works by this Act authorized in the Parish of *Saint Pancras* as fully and effectually as if such Section were re-enacted in this Act with reference to such new Works.

Construction of Bridges over public Streets within the Limits of the Metropolis.

25. In the Construction of the Railway in this Act secondly described and the Works connected therewith the following Rules shall be observed:

1. Wherever the Railway shall be carried across any public Carriage Road or public Street within the Limits of the Metropolis as defined by the Metropolis Management Amendment Act, 1862, it shall be made there and shall thenceforth be maintained so as not to lessen the present clear Width of such Road or Street, including the Footway (where a Footway now exists):
2. The Arch of the Bridge over such Road or Street shall not, without the Consent of the Metropolitan Board of Works, in any Case be of less Span than Forty Feet, with a Headway of the clear Height of Sixteen Feet in the Centre, and the Arch over any such Road or Street shall be formed to the reasonable Satisfaction of the Engineer of the Metropolitan Board of Works:

3. No

3. No Abutments, or Piers shall project beyond the general Line of Frontage of the adjoining Houses: Provided always, that where there are Gardens or Forecourts in front of Houses, and the Distance between the Houses is great, the Company shall erect and maintain Side Openings supported with Columns back to the general Line of the Frontages of the Houses:

4. All Bridges shall be Water-tight and so constructed as to (so far as is practicable) deaden the Sound of Engines, Carriages, and Traffic passing over them:

5. The Company shall not commence the Erection of any Bridge proposed to be constructed for the Purpose of carrying the Railway over any Road or Street or Way within the Area under the Jurisdiction of the Metropolitan Board of Works, until they shall have given to the said Metropolitan Board of Works Twenty-one Days Notice in Writing of their Intention to commence the same, by leaving such Notice at the Office of the said Board, with Plans, Elevations, Sections, and other necessary Particulars of the Construction of the said Bridges, and until the said Board shall have signified their Approval of the same, unless the Board fail to signify such Approval, or their Disapproval, or other Directions within Twenty-one Days after Service of the said Notice, and Delivery of the said Plans, Elevations, Sections, and other Particulars as aforesaid:

6. The Company shall comply with and conform to all Directions and Regulations of the said Board in the Execution and subsequent Maintenance of the said Bridge and Works connected therewith, and shall save harmless the said Metropolitan Board of Works against all and every Expense to be occasioned thereby; and all such Works shall, subject to the Provisions of this Act, be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board of Works at the Costs, Charges, and Expenses in all respects of the said Company; and all Costs, Charges, and Expenses which the said Metropolitan Board may be put to by reason of the Works of the Company, whether in the Execution of Works, the Preparation or Examination of Plans or Designs, Superintendence or otherwise, shall be paid to the said Board by the Company on Demand.

Period for Completion of Railways.

26. The Railways by this Act authorized shall be completed within Five Years from the passing of this Act.

Imposing Penalty unless Railways be opened.

27. If the Company fail within the Period limited by this Act to complete the Railways authorized to be made by this Act the

Company shall be liable to a Penalty of Fifty Pounds a Day for every Day after the Expiration of the Period so limited until the said Railways are completed and opened for public Traffic, or until the Sum received in respect of such Penalty shall amount to Five *per Centum* on the Sum of Sixty thousand Pounds, being the estimated Cost of the said Railways; and 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 Act 17 & 18 *Vict.* c. 31., known as the Railway and Canal Traffic Act, 1854; and 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 the said Third Section of the Act 17 & 18 *Vict.* c. 31., to an Account to be opened in the Name and with the Privity of the Accountant General of the Court of Chancery in *England* in the Bank named in such 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 Railways by unforeseen Accident or Circumstances beyond their Control; provided that Want of sufficient Funds shall not be held to be a Circumstance beyond their Control.

Providing for Application of Penalty in compensation to Parties injured by Non-completion of Railways.

28. Every Sum of Money so recovered by way of Penalty as aforesaid shall be applicable, and after due Notice in the *London Gazette* shall be applied, towards compensating any Landowners or other Persons whose Property may have been interfered with or otherwise rendered less valuable by the Commencement, Construction, or Abandonment of the said Railways 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 Court of Chancery in *England* may seem fit; and if no such Compensation shall be payable, or if a Portion of the Sum or Sums of Money so recovered by way of Penalty as aforesaid shall have been found sufficient to satisfy all just Claims in respect of such Compensation, then the said Sum or Sums of Money recovered by way of Penalty, or such Portion thereof as may not be required as aforesaid, shall be paid to the Company.

On Expiration of Time limited for

29. If the Railways authorized by this Act shall not be completed within the Period limited by this Act, then on the Expiration of

of such Period the Powers by this Act granted to the Company for making and completing the said Railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed. Completion of Railways Powers to cease.

30. The Quantity of Land to be taken by the Company for the extraordinary Purposes mentioned in the Railways Clauses Consolidation Act, 1845, shall not exceed One Acre. Lands for extraordinary Purposes.

31. Subject to the Provisions of this Act, the Company may, when and so soon as the new Road by this Enactment authorized to be made is completed and opened to the Public, stop up and discontinue and extinguish all Rights of Way over so much of the public Highway leading from *Lockoford* to *Stone Gravels* in the Parish of *Chesterfield* in the County of *Derby* as lies between a Point on that Highway Sixty Yards or thereabouts South of the Dwelling House and Premises standing on the East Side of the said Highway, and in the Occupation of *James Bradbury*, and another Point on that Highway at or near the Bridge which carries that Highway over the *Chesterfield* Canal, and they may use and appropriate to the Purposes of their Undertaking so much of the Highway so to be stopped up and discontinued, and of the Site and Soil thereof, as is bounded on both Sides thereof by the Lands or Property of the Company; and in lieu of the Portion of Highway so to be stopped up and discontinued they may make a new Road commencing in the Townships of *Tapton* and *Brimington*, or One of them, in the said Parish of *Chesterfield*, at or near the Point first above described, and terminating in the same Townships, or One of them, at or near the Point secondly above described; and the Company may acquire by Compulsion or Agreement for the Purposes aforesaid, and for other Purposes connected with their Undertaking, certain Lands in the said Townships and Parish delineated on the deposited Plans and described in the deposited Books of Reference, and lying on each Side of the Company's Railway, and adjoining or near to the *Chesterfield* Canal and the said Portion of Highway so to be stopped up. Stopping up and Appropriation of Highway in Parish of Chesterfield, and Substitution of new Road.

32. In constructing the new Road by this Act authorized the Company may deviate to the Extent of the Limits of Deviation marked on the deposited Plans, and may deviate from the Levels shown on the deposited Sections to any Extent not exceeding Five Feet. Power to deviate in Construction of new Road.

33. The new Road by this Act authorized shall be completed within Three Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company Period for Completion of new Road.

Company for making the new Road, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Provision for repair of new Road.

34. The new Road by this Act authorized, when made and completed, shall from Time to Time be repaired and maintained by and at the Expense of the same Parties in the same Manner and to the same Extent as the Portion of the said public Highway leading from *Lockoford* to *Stone Gravels* by this Act authorized to be stopped up would have been from Time to Time liable to be repaired or maintained if this Act had not passed: Provided always, that if any Question shall arise between the Company and those Parties as to the due Completion of such new Road, 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 new Road shall be conclusive Evidence of the Fact so certified.

Diversion of Brook and stopping up of Footpaths.

35. Subject to the Provisions of this Act, the Company may exercise the Powers and execute the Works, and enter upon, take, use, and appropriate the Lands, herein-after mentioned; (that is to say,)

1. They may alter and divert the Course of a certain Brook at *Dove Holes* in the Township of *Fairfield* in the Parish of *Hope* in the County of *Derby*, and may conduct and carry the Bed and Stream of that Brook in a Channel or Culvert to be constructed for the Purpose from a Point thereon at or near the Bone and Bark Mill at *Dove Holes* under the Turnpike Road leading from *Chapel-en-le-Frith* to *Buxton*, and thence along the South Side of the *Dove Holes Dale Road* to another Point on the same Brook distant Two hundred Yards or thereabouts measured in an Easterly Direction along the *Dove Holes Dale Road* from the said Turnpike Road where that Road is joined by the *Dove Holes Dale Road*, and for the Purposes aforesaid they may acquire by Compulsion or Agreement certain Lands in the aforesaid Parish and Township delineated on the deposited Plans and described in the deposited Books of Reference:
2. They may stop up and discontinue as public Thoroughfares and extinguish all Rights of Way over the public or reputed public Footpaths herein-after described; (that is to say,)

The public Footpath or reputed public Footpath leading from *Wigston Magna* in the Parish of *Wigston Magna* in the County of *Leicester* to or towards *Glen Parva* in the

the Parish of *Aylestone* in the said County of *Leicester* across the Railways of the Company from *Leicester* to *Hitchin* and from *Derby* to *Rugby*, and also the *South Leicestershire* Railway of the *London and North-western* Railway Company:

The Footpath wholly in the Parish of *Hendon* in the County of *Middlesex* leading from *Shakerham* Farm on the East Side of the Road from *Hendon* by *Bunn*'s Farm to *Edgeware* across the Main Line and Goods Station of the Company now in course of Construction on a Portion of the Lands lying between *Shakerham* Farm and *Laurence Street* Farm, and into the Road leading from *Bunn*'s Farm to *Mill Hill* in the same Parish.

Power to acquire additional Lands for general Purposes.

36. Subject to the Provisions of this Act, the Company may from Time to Time enter upon, take, and use and appropriate to the Purposes of their Undertaking all or any of the Lands and Buildings following, delineated upon the deposited Plans and described in the deposited Books of Reference; (that is to say,)

Certain Lands and Houses situate in the Township of *Litchurch* in the Parish of *Saint Peter, Derby*, in the County of *Derby*, adjoining the *London Road*, the *London Road* Coal Wharf and Yard of the Company, and the Railway Station and Works of the Company; and upon the Acquisition by the Company of those Lands all Rights of Way (if any) over such Portions of those Lands as are or may be laid out or intended for Roads or Streets shall be and are hereby extinguished:

Certain Lands and Houses situate in the Township of *Belper* in the Parish of *Duffield* in the County of *Derby* abutting on the West and North upon the Railway and Station Land of the Company at *Belper*, and on the East upon the Turnpike Road leading from *Milford* to *Belper*:

Certain Lands and Houses situate in the Township of *Chinley, Bugsworth*, and *Brownside*, in the Parish of *Glossop* in the County of *Derby*, bounded on the North by the Embankment and Works of the *Rowsley and Buxton Extension* Railway of the Company, on the South by the old Course of the *Black Brook*, and on the West by a Drain leading from *Brierley Green* under the Railway Embankment and running into the *Black Brook*, and extending in an Easterly Direction from such Drain Ten Chains or thereabouts:

Certain Lands and Houses situate in the Parish of *Chapel-en-le-Frith* in the County of *Derby* lying between the North Side of the old Course of the said *Black Brook* and the South Side of the existing Course of the same Brook, and separated from the Lands lastly before described by the said Brook:

Certain Lands and Houses situate in the Township of *Bagworth* in the Parish of *Thornton* in the County of *Leicester* lying to the South of the *Bagworth* Station of the *Midland* Railway, and abutting on the West upon a public Road leading from *Hugglescote* to *Bagworth*, and on the East on the *Leicester and Swannington* Branch of the *Midland* Railway, and intersected from North to South by a Tramway leading from the *Bagworth* Station to the *Bagworth* Colliery:

Certain Lands and Houses situate in the Parish of *Wellingborough* in the County of *Northampton* lying between the Turnpike Road leading from *Wellingborough* to *Peterborough* and a certain Occupation Road leading from *Wellingborough* to *Little Mill* on the River *Ise*, and intersected from North to South by the Main Line of the *Midland* Railway from *Leicester* to *Hitchin*:

Certain Lands and Houses situate in the Township of *Barnsley* in the Parish of *Silkstone* in the West Riding of the County of *York* lying between the *Huddersfield* and *Barnsley* Turnpike Road and *Old Mill Lane*, and on the South Side of the *Penistone* Branch of the *Manchester, Sheffield, and Lincolnshire* Railway:

Certain Lands and Houses situate in the Township of *Altofts* in the Parish of *Normanton* and in the Township and Parish of *Methley*, all in the West Riding of the County of *York*, lying on the North-west Side of the Main Line of the *Midland* Railway leading from *Derby* to *Leeds*, and between the *Aire* and *Calder* Canal and the River *Calder*:

Certain Lands and Houses situate in the Township of *Ingleton* and *Moorgarth* in the Parish of *Bentham* in the West Riding of the County of *York* and on the East Side of the *Ingleton* Station of the Company, and extending from a Road called *The Bank* along the *North-western* Railway in a South-easterly Direction for a Distance of Ten Chains or thereabouts:

Also certain other Lands and Houses in the same Township and Parish lying on both Sides of the last-mentioned Railway between a Bridge called *Back Gate Bridge* and *Feather's Brook* or *Beck*, and intersected from North to South by the said Railway.

Powers for compulsory Purchases limited.

37. The Powers granted by this Act for the compulsory Purchase of Lands and Buildings shall not be exercised after the Expiration of Three Years from the passing of this Act.

Notice to be given of taking Houses of

38. The Company shall, not less than Eight Weeks before they take in any Parish Fifteen Houses or more occupied either wholly or partially by Persons belonging to the Labouring Classes as Tenants

Tenants or Lodgers, make known their Intention to take the same by Placards, Handbills, or other general Notice placed in public View upon or within a reasonable Distance from such Houses, and the Company shall not take any such Houses until they have obtained the Certificate of a Justice that it has been proved to his Satisfaction that the Company have made known their Intention to take the same in manner herein-before required. Labouring Classes.

39. The Period limited by the *Midland* Railway (New Lines and Additional Powers) Act, 1863, for the Construction and Completion of the *Barnsley* Branch of the Company's Undertaking, being the Railway firstly described in and authorized by that Act, and the Period limited by the *Midland* Railway (New Lines and Additional Powers) Act, 1864, for the Construction and Completion of an Alteration of and Deviation in the Line of the said *Barnsley* Branch (which Railway and Deviation are herein-after referred to as the *Barnsley* Branch), and the Works connected therewith, are hereby respectively extended for the Period of Two Years from the passing of this Act; and Section Eighteen of the *Midland* Railway (New Lines and Additional Powers) Act, 1863, so far as that Section relates to the said *Barnsley* Branch, and Section Fourteen of the *Midland* Railway (New Lines and Additional Powers) Act, 1864, so far as that Section relates to the said Alteration of the said *Barnsley* Branch, shall and the same respectively are hereby repealed. Extension of Time for Completion of Barnsley Branch.

40. If the Company fail within the Period limited by this Act to complete the *Barnsley* Branch the Company shall be liable to a Penalty of Fifty Pounds a Day for every Day after the Expiration of the Period so limited until that Railway is completed and opened for public Traffic, or until the Sum received in respect of such Penalty shall amount to Five *per Centum* on the Sum of Eighty thousand Pounds, being the Amount of the estimated Cost of the *Barnsley* Branch; and 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 Act 17 & 18 *Vict.* c. 31., known as the Railway and Canal Traffic Act, 1854; and 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 the said Third Section of the Act 17 & 18 *Vict.* c. 31., to an Account to be opened in the Name and with the Privity of the Accountant General of the Court of Chancery in *England* in the Bank named in such 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 Imposing Penalty unless Barnsley Branch be opened.

the Company was prevented from completing or opening the *Barnsley* Branch by unforeseen Accident or Circumstances beyond their Control; provided that Want of sufficient Funds shall not be held to be a Circumstance beyond their Control.

Providing for Application of Penalty in Compensation to Parties injured by Non-completion of Barnsley Branch.

41. Every Sum of Money so recovered by way of Penalty as aforesaid shall be applicable, and after due Notice in the *London Gazette* shall be applied, towards compensating any Landowners or other Persons whose Property may have been interfered with or otherwise rendered less valuable by the Commencement, Construction, or Abandonment of the said *Barnsley* Branch or any Portion thereof, or who may have been subjected to Injury or Loss in consequence of the compulsory Powers conferred upon the Company of taking Property in respect of the *Barnsley* Branch, 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 Court of Chancery in *England* may seem fit; and if no such Compensation shall be payable, or if a Portion of the Sum or Sums of Money so recovered by way of Penalty as aforesaid shall have been found sufficient to satisfy all just Claims in respect of such Compensation, then the said Sum or Sums of Money recovered by way of Penalty, or such Portion thereof as may not be required as aforesaid, shall be paid to the Company.

If Barnsley Branch not completed Powers to cease.

42. If the *Barnsley* Branch shall not be completed within the Period limited by this Act, then on the Expiration of such Period the Powers by this Act granted to the Company for making and completing that Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Extension of Time for Completion of Bristol Junction.

43. The Period limited by the *Midland* Railway (*Bristol* Line) Act, 1863, for the Construction and Completion of the Railway by that Act authorized (which is herein-after called the *Bristol* Junction), and the Works connected therewith, is hereby extended for the Period of Three Years from the passing of this Act, and Section Twenty-six of the *Midland* Railway (*Bristol* Line) Act, 1863, shall be and the same is hereby repealed.

Imposing Penalty unless Bristol Junction be opened.

44. If the Company fail within the Period limited by this Act to complete the *Bristol* Junction, the Company shall be liable to a Penalty of Fifty Pounds a Day for every Day after the Expiration of the Period so limited until that Railway is completed and opened for public Traffic, or until the Sum received in respect of such Penalty shall amount to Five *per Centum* on the Sum of Fifteen

Fifteen thousand Pounds, being the Amount of the estimated Cost of the *Bristol* Junction; and 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 Act 17 & 18 *Victoria*, c. 31., known as the Railway and Canal Traffic Act, 1854; and 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 the said Third Section of the Act 17 & 18 *Victoria*, c. 31., to an Account to be opened in the Name and with the Privity of the Accountant General of the Court of Chancery in *England* in the Bank named in such Order, and shall not be paid thereout, except as hereinafter 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 *Bristol* Junction by unforeseen Accident or Circumstances beyond their Control; provided that Want of sufficient Funds shall not be held to be a Circumstance beyond their Control.

Providing for Application of Penalty in Compensation to Parties injured by Non-completion of Bristol Junction.

45. Every Sum of Money so recovered by way of Penalty as aforesaid shall be applicable, and after due Notice in the *London Gazette* shall be applied, towards compensating any Landowners or other Persons whose Property may have been interfered with or otherwise rendered less valuable by the Commencement, Construction, or Abandonment of the *Bristol* Junction or any Portion thereof, or who may have been subjected to Injury or Loss in consequence of the compulsory Powers conferred upon the Company of taking Property in respect of that Railway, 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 Court of Chancery in *England* may seem fit; and if no such Compensation shall be payable, or if a Portion of the Sum of Money so recovered by way of Penalty as aforesaid shall have been found sufficient to satisfy all just Claims in respect of such Compensation, then the said Sum or Sums of Money recovered by way of Penalty, or such Portion thereof as may not be required as aforesaid, shall be paid to the Company.

If Bristol Junction not completed Powers to cease.

46. If the *Bristol* Junction shall not be completed within the Period limited by this Act, then on the Expiration of such Period the Powers by this Act granted to the Company for making and completing that Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Company to abandon Portion of authorized Railway from Duffield to Selston.

47. The Company may and shall abandon and relinquish the Formation of so much of their authorized Railway from *Duffield* to *Selston* as lies between the Commencement in the Parish of *Alfreton* of the *Codnor Park* Deviation and the authorized Termination of the said Railway from *Duffield* to *Selston*.

Compensation for Damage to Land by Entry, &c. for Purposes of Portion of Railway abandoned.

48. The Abandonment by the Company under the Authority of this Act of the Portion of the Railway from *Duffield* to *Selston* shall not prejudice or affect the Right of the Owner or Occupier of any Land to receive Compensation, in accordance with the Provisions in that Behalf of the Lands Clauses Consolidation Act, 1845, 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 the Line of Railway, and shall not prejudice or affect the Right of the Owner or Occupier of any Land which may have been temporarily occupied by the Company to receive Compensation, in accordance with the Provisions in that Behalf of the Railways Clauses Consolidation Act, 1845, for such temporary Occupation, or for any Loss, Damage, or Injury which may have been sustained by such Owner or Occupier by reason thereof, or of the Exercise as regards such Land of any of the Powers contained in the last-mentioned Act or the *Midland* Railway (New Lines and Additional Powers) Act, 1865.

Compensation to be made in respect of Portion of Railway abandoned.

49. Where before the passing of this Act any Contract may have been entered into or Notice given by the Company for the purchasing of any Land for the Purposes of or in relation to the said Portion of Railway authorized to be abandoned by this Act, and which shall not be required for the Purposes of any of the Works by this Act authorized, 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 Consolidation Act, 1845, for determining the Amount and Application of Compensation paid for Lands taken under the Provisions thereof.

Confirmation of Agreement with Metropolitan Railway Company in Schedule.

50. The Agreement between the Company and the *Metropolitan* Company which is set forth in the Schedule to this Act is hereby confirmed, and made valid and binding upon the Two Companies Parties thereto: Provided always, that nothing in the said Agreement or the Confirmation thereof by this Act shall or shall be construed or held to alter, increase, or lessen the Rights, Powers, and Obligations granted to or imposed upon the *Metropolitan* and *London*,

London, Chatham, and Dover Railway Companies respectively by Sections Twenty-seven to Thirty-seven, both inclusive, of the *Metropolitan* Railway (Additional Powers) Act, 1864.

Company and Metropolitan Company may make Agreements.

51. The Company and the *Metropolitan* Company from Time to Time may make and enter into and carry into effect Agreements with respect to the working by the Company of their Traffic over the Railways of the *Metropolitan* Company, the Division of the Receipts in respect of such Traffic, the providing of Station Accommodation by either of the Companies for the other of them, and otherwise in relation thereto.

Interest not to be paid on Calls paid up.

52. The Company shall not, out of any Money by this Act authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not 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.

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

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

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

Expenses of Act.

55. 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.

SCHE-

SCHEDULE referred to in the foregoing Act.

THIS INDENTURE made the 2nd Day of September 1867 between the Metropolitan Railway Company (herein-after called "the Metropolitan Company") of the one Part and the Midland Railway Company (herein-after called "the Midland Company") of the other Part.

Recites Act incorporating the Metropolitan Railway Company.

Whereas by the Metropolitan Railway Act, 1854, the Metropolitan Company were incorporated, and were authorized to make a Railway from Paddington to the City of London: And whereas by virtue of divers other Acts the Line of Railway was altered, and the Metropolitan Company were empowered to extend their Undertaking, and they have accordingly extended their Line of Railway to a Station in the Parish of Saint Giles without Cripplegate in the City of London, called "the Moorgate Street Station:" And whereas by the Midland Railway (Extension to London) Act, 1863, the Midland Company were empowered to construct a Railway to commence in the Parish of Saint Pancras in the County of Middlesex near to and on the North Side of the Euston Road near Skinner Street, and to terminate near Bedford in the County of Bedford: And whereas by the Midland Railway (Saint Pancras Branch) Act, 1864, after reciting that the Metropolitan Company were promoting a Bill in Parliament during the then present Session for authorizing (amongst other things) the Construction of a Railway from the Metropolitan Railway at or near the King's Cross Station on the Northern Side thereof, and to form a Junction with the Railway authorized by the Act now in recital, it was by the Act now in recital enacted (amongst other things) that the Midland Company might make as Part of their Undertaking the Railway following, with all proper Works and Conveniences connected therewith; (that is to say,)

Midland Railway (Extension to London) Act, 1863.

Saint Pancras Branch Act, 1864.

A Railway to commence in the Parish of Saint Pancras in the County of Middlesex by a Junction with the Railway first described in and authorized by the Midland Railway (Extension to London) Act, 1863, at a Point between Camden Mews South, Saint Paul's Road, and to terminate in the same Parish and County at or near Skinner's Place, Euston Road, Eastward of its Junction with Hertford Street, there to form a Junction with a proposed Railway from the Metropolitan Railway:

Metropolitan Railway (Additional Powers) Act, 1864.

And whereas by the Metropolitan Railway (Additional Powers) Act, 1864, the Metropolitan Company were empowered to make as Part of their Undertaking (amongst other Railways and Works) the Railways following; (that is to say,)

A Railway, in the Act now in recital called the connecting Railway, commencing in the Parish of Saint Pancras in the County of Middlesex by a Junction with the Metropolitan Railway at or near the King's Cross Station thereof, on the Northern Side thereof, and terminating by a Junction with an intended Railway from the authorized Line of the Extension to London of the Midland Railway at or near Skinner's Place, Euston Road, in the said Parish of Saint Pancras and County of Middlesex:

And by the Act now in recital (Section 22), after reciting that it was of great public Importance that Through Communication by the Metropolitan Railway should

should be established between the Great Northern Railway at King's Cross and the South of London, and that it was expedient that such Provision as was in that Act contained should be made for securing such Object, and also reciting that the London, Chatham, and Dover Railway Company (in that Act called "the Dover Company") were promoting a Bill in the then present Session, the Short Title of which (should the same pass into a Law, as is since the Fact,) was intended to be and now is the London, Chatham, and Dover Railway (New Lines) Act, 1864, in the Act now in recital called the New Lines Act, 1864, and that by the last-mentioned Bill the Dover Company were seeking Power to construct Railways (Nos. 12 and 13) from their authorized Railway to and to join the Metropolitan Railway at or near Charles Street and the Finsbury Extension at or near West Smithfield, and also reciting that the Company were about to widen and improve their existing Line by laying down on Lands acquired or to be acquired by them Two additional Lines of Rails which were intended to form a continuous Route, independent of the existing Railway of the Company, from King's Cross to a Junction with the Railway No. 12 intended to be authorized by the New Lines Act, 1864, it was enacted, that therefore such Provision as was in that Act made should be in force for providing a Communication between the London, Chatham, and Dover Railway and the Metropolitan Railway and over the last-mentioned Railway, but that by Agreement in Writing under the Common Seals of the respective Companies such further and other Arrangements might be made between such Companies as might be in furtherance of the Objects and Purposes of that Act; and by the Act now in recital (Section 23) it was further enacted, that if the New Lines Act, 1864, should pass into a Law the Metropolitan Company should construct and lay down such Rails as might be requisite to connect at or near West Street in the Parish of Saint Sepulchre the then existing Railway of the Metropolitan Company with the Railway No. 12 which by the New Lines Act, 1864, the Dover Company might be and now has been authorized to construct, and that such Connexion should consist of Two Lines of Way, and that such Rails should be laid down within such Period as would enable the same to be opened for public Traffic simultaneously with the said Railway No. 12 of the Dover Company, and that the same should be opened to public Traffic accordingly; and by the Act now in recital it was also enacted (Section 24), that within the Period of Two Years from the passing of the Act now in recital the Metropolitan Company should construct and lay down and open for Traffic Two additional Lines of Rails upon the Narrow Gauge between the Point of Commencement of the connecting Railway at the Point marked A on the deposited Plans and the Rails which the Metropolitan Company were by the Act now in recital required to lay down for connecting their then existing Line with the Railway No. 12 of the Dover Company to be authorized by the New Lines Act, 1864; and by the Act now in recital it was also enacted (Section 25), that until Completion of the Two additional Lines no Engines or Carriages of any Description should be allowed to pass from or to the Midland Railway to or from or over any Part of the Metropolitan Railway between King's Cross and Farringdon Road; and by the Act now in recital it was also enacted (Section 28), that when and so soon as the Two additional Lines were opened for public Traffic the Company should also open for public Traffic a Station at or near West Street, Farringdon Street, at which the Traffic of the Metropolitan Company and the Dover Company should be interchanged:

That Metropolitan Lines in course of Construction.

And whereas the herein-before mentioned connecting Railway and the herein-before mentioned Two additional Lines of Railway respectively authorized to be constructed by the Metropolitan Railway (Additional Powers) Act, 1864, are in the course of Construction and nearly completed by the Metropolitan Company, and the said connecting Railway and the said Two additional Lines of Railway will when completed with the Two Lines of Railway of the Metropolitan Company now open for public Traffic between the West Street, Farringdon Street, and the Moorgate Street Station, and passing through and beneath the Meat and Poultry Market at Smithfield, form One continuous Line of Railway from the Junction of the Railway of the Midland Company to the Moorgate Street Station: And whereas the herein-before mentioned Station at or near West Street, Farringdon Street, has been opened for Traffic by the Metropolitan Company, and the herein-before mentioned Two Lines of Way on the Narrow Gauge to connect at or near West Street aforesaid the existing Railway of the Metropolitan Company with the said Railway No. 12 have been constructed and laid down and opened for public Traffic by the Metropolitan Company: And whereas the herein-before mentioned Railway from Bedford to London and the herein-before mentioned Junction Line respectively authorized to be constructed by the Midland Railway (Extension to London) Act, 1863, and the Midland Railway (Saint Pancras Branch) Act, 1864, are in course of Construction by the Midland Company:

Midland Extension to London and Saint Pancras Branch in course of Construction.

Agreement between Metropolitan and Great Western Companies.

And whereas by an Agreement made between the Great Western Railway Company and the Metropolitan Railway Company, and dated the 14th January 1865, certain Arrangements were concluded between the Companies for, amongst other things, the Joint Lease of the Hammersmith and City Junction Railway, the Construction of additional Lines of Railway, the providing by the Metropolitan Company of Station and other Accommodation at Finsbury for the Great Western Company, and the Regulations of Traffic upon certain Terms and Conditions; and by the Great Western Railway (Additional Powers) Act, 1865 (Section 52), it was enacted, that the Agreement so entered into, a Copy whereof is contained in the Schedule to the said Act, should be and was confirmed and made binding on the Great Western and Metropolitan Railway Companies, that full Effect might and should be given thereto: And whereas the Two Companies Parties hereto have determined to enter into and execute these Presents by way of Agreement as herein-after appearing: Now therefore these Presents witness, that in pursuance of all Powers and Authorities whatsoever the Two Companies Parties hereto respectively enabling, and for the Considerations herein appearing, it is mutually agreed by and between the Two Companies for themselves respectively and their respective Assigns as follows; (that is to say,)

Agreement.

Metropolitan Company to complete their connecting Line before 1st January 1868;

1. The Metropolitan Company will at their own Expense, on or before the 1st Day of January 1868, make and complete the herein-before mentioned connecting Railway as a double Line of Railway on the Narrow Gauge.

and to complete Two additional Lines before 1st January 1868.

2. The Metropolitan Company will at their own Expense, on or before the 1st Day of January 1868, make and complete the herein-before mentioned Two additional Lines of Rails upon the Narrow Gauge.

Midland Company to complete Extension Line from Bedford to Junction with Saint Pancras Branch before 1st January 1868.

3. The Midland Company will at their own Expense, on or before the 1st Day of January 1868, make and complete for opening for public Traffic, in accordance with the Provisions of the Midland Railway (Extension to London) Act, 1863, the Railway from Bedford to London authorized by the last-mentioned Act to

to the Junction with the Saint Pancras Branch Railway next herein-after referred to.

Midland Company to complete Saint Pancras Branch before 1st January 1868.

4. The Midland Company will, on or before the 1st Day of January 1868, make and complete for opening for public Traffic, in accordance with the Provisions of the Midland Railway (Saint Pancras Branch) Act, 1864, as a double Line of Railway on the Narrow Gauge, the Railway authorized to be made by the last-mentioned Act for the Purpose of forming a Junction with the connecting Railway to be made by the Metropolitan Company as herein-before mentioned.

Both Companies to obtain Sanction of Board of Trade to opening for public Traffic their respective Lines.

5. So soon as the Railways and Lines of Railway herein-before mentioned are respectively ready to be opened for public Traffic, the Companies respectively Parties hereto to whom such Railways or Lines of Railway belong will apply for and procure the Sanction of the Board of Trade to the opening of such Railways or Lines of Railway for public Traffic, and such Companies respectively will give the usual or any reasonable Undertaking with respect to the Mode of working such Railways or Lines of Railway which the Board of Trade requires.

Companies to maintain their own Lines respectively.

6. At all Times from and after the Time when such Railways or Lines of Railway are respectively authorized to be opened for public Traffic the Companies respectively Parties hereto to whom such Railways or Lines of Railway belong will at their Expense and Risk maintain such Railways or Lines of Railway, such Maintenance to include all Renewals of Rails and other Matters and all Substitutions and Repairs proper and sufficient for keeping the same respectively in good Working Order and Condition.

Defining Lines to be used by Midland Company.

7. The Lines of Railway of the Metropolitan Company, the User of which by the Midland Company is intended to be secured by this Contract (and which are herein-after referred to as the new Lines), shall comprise, for the Purposes of Passenger Traffic, the Two Lines of Railway between the Junction of the Railway of the Midland Company with the connecting Railway and the Moorgate Street Station of the Metropolitan Company, and which Two Lines of Railway pass through and beneath the Meat and Poultry Market at Smithfield, and also the Two Lines of Railway which form the Junction of the Metropolitan Railway with the London, Chatham, and Dover, and shall comprise for Goods, Minerals, Cattle, and other Traffic only so much of the aforesaid new Lines as lies between the Junction of the Midland Railway with the connecting Railway and the Junction of the Metropolitan Railway with the London, Chatham, and Dover Railway.

Power to Midland Company to run over and use such Lines.

8. At all Times from and after the Time when the new Lines are completed by the Metropolitan Company, and are authorized to be opened for public Traffic, the Midland Company shall be entitled, according and subject to the Conditions and Restrictions of this Contract, and in consideration of the Division or Apportionment of Rates, Fares, and Charges, and of the Payments provided for by this Contract, to the free Passage over and along the new Lines with such of their Engines, Coaches, Waggons, and other Carriages, and Enginemen, Firemen, Guards, Porters, and other Servants required for the due and efficient working of their Traffic as aforesaid.

Midland Company to commence running as soon as Lines completed and authorized to be opened.

9. The Midland Company will, immediately after the opening for public Traffic of their Railway from Bedford to London for Passenger Traffic, use and continue to use the said new Lines for the Purposes authorized by this Contract; provided that in the meantime the herein-before mentioned new Lines shall

shall have been completed by the Metropolitan Company, and authorized to be opened for public Traffic.

Saving local Traffic of the Metropolitan Company.

10. The Midland Company will not carry any local Traffic between the King's Cross Station of the Metropolitan Company and any present or future Station on the new Lines, except with the Consent in Writing of the Metropolitan Company; and for the Purposes of this Article local Traffic shall include all Traffic commencing and ending on the new Lines.

Byelaws of the Metropolitan Company to be observed by the Midland Company;

11. In the Exercise by the Midland Company of their Privilege under this Contract they and their Directors, Officers, and Servants will be bound by and conform to all the Byelaws, Rules, and Regulations of the Metropolitan Company with respect to the Management and Conduct of the new Lines and of the Traffic thereon which from Time to Time shall be in force consistently with the true Intent of this Contract.

and by their Servants.

12. The Engine Drivers, Stokers, Guards, Porters, Booking Clerks, and other Servants of the Midland Company from Time to Time employed for the Purposes of this Contract on the new Lines shall be bound by and conform to all the Byelaws, Rules, and Regulations of the Metropolitan Company with respect to the Government and Conduct of their own Officers and Servants employed by them which from Time to Time shall be in force consistently with the true Intent of this Contract.

Engines and Fuel of Midland Company to be approved of by Metropolitan Company.

13. All Engines, Carriages, and Fuel used by the Midland Company on the new Lines shall be subject to the Approval of the Metropolitan Company.

Power for Midland Company to carry all Traffic to and from all Stations on Metropolitan Lines used by them to and from all Stations and Junctions of Midland Company.

14. The Midland Company shall, subject and without Prejudice to Article 10, be entitled, in accordance with Article 7, to carry over the new Lines to any present or future Station on such new Lines and to deliver at or from any present or future Station on such new Lines all Traffic taken up by the Midland Company at any present or future Station or Junction of the Midland Company for Delivery at any present or future Station on the new Lines, and shall, subject and without Prejudice to Article 10, be entitled, in accordance with Article 7, to receive and take up at any present or future Station on the new Lines all Traffic for Delivery at any present or future Station or Junction of the Midland Company.

Metropolitan Company to provide separate Station Accommodation for Midland Company at Moorgate Street Station before 1st January 1868.

15. The Metropolitan Company will, on or before the First Day of January 1868, at their own Expense, provide for the Midland Company at the Moorgate Street Station Accommodation for Passenger Traffic, consisting of One Line of Rails with a Platform on each Side and One Spur or Siding on which to place an Engine, with all necessary Works and Conveniences (including Booking Accommodation, separate and partitioned off, for the Clerks of the Midland Company), upon the Model of the Plan which has been signed by the General Managers of the Midland and Metropolitan Companies: Provided always, that the Metropolitan Company may at any Time hereafter alter the Portion of such Accommodation so to be provided at Moorgate Street, but the altered Accommodation shall always be provided according to the Model of the Plan before referred to.

Midland Company to have exclusive Use of separate Station, and to repair and maintain same.

16. The Midland Company shall have the exclusive Use by their Officers, Clerks, and other Servants of the separate Accommodation so to be provided by the Metropolitan Company under the last Article, and will at their the Midland Company's own Expense maintain and keep in repair such separate Station Accommodation and all the said necessary Works, Rails, and Conveniences connected therewith; and the Midland Company shall provide their

own

own Water, Gas, and Stores required at such separate Station, with Liberty to erect on any Part of the Site of such separate Accommodation a Water Crane or other suitable Apparatus for the Supply of Water.

Midland Company to have Use of Approaches, Waiting Room, &c. in common with other Companies.

17. The Midland Company shall, subject to the Provisions of this Contract, have the Use in common with the Metropolitan Company and all other Companies for the Time being entitled to the Use of the Moorgate Street Station of all the Approaches, Staircases, Waiting Hall, Waiting Rooms, and Accommodation provided thereat for the Use of Passengers and in connexion with Passenger Traffic.

Midland Company to have Use of Metropolitan Company's Stations and general Staff of Officers and Servants thereat.

18. The Midland Company shall, in common with the Metropolitan Company and all other Companies from Time to Time using the new Lines for all Traffic carried according to this Contract over the new Lines by the Midland Company, be entitled to the User of the Metropolitan Company's present and future Stations on the new Lines and the public Offices and other public Conveniences thereof, and for the Purposes of such Traffic (subject to the Requirements of the Traffic of such Companies) to the Services at and in immediate Connexion with such Stations of the Staff from Time to Time employed by the Metropolitan Company at and in immediate Connexion with such Stations.

Midland Company to provide separate Clerks, Porters, &c. at Moorgate Street Station.

19. The Midland Company, at their own Expense, will provide and employ at the Moorgate Street Station competent, proper, and sufficient Clerks, Porters, and Shunters, by whom the whole of the Traffic of the Midland Company at that Station, and all incidental Services usually and properly performed by Clerks, Porters, and Shunters respectively, shall be duly performed at that Station.

Metropolitan Company to provide Clerks, Porters, and Signalmen and other Accommodation at all other Stations.

20. The Metropolitan Company, at their own Expense, will, except as provided by Article 19, provide and employ and furnish at and in immediate Connexion with the present and future Stations upon the new Lines a Staff of Clerks, Porters, and Signalmen sufficient for the Traffic there of the Companies from Time to Time using such Stations, and proper and sufficient Gas and Stores required for such Stations and incidental to such Traffic, and perform all such other Station Duties with respect to the Traffic over the said new Lines as the Metropolitan Company perform with respect to their own Traffic.

Midland Company to have Use of Access and Station of Metropolitan Company at Meat and Poultry Market at Smithfield.

21. When and so soon as the Metropolitan Company shall have completed beneath the new Meat and Poultry Market in Smithfield any Station Accommodation for the Delivery of Meat and Poultry Traffic at such Market, the Metropolitan Company will, upon the Demand of the Midland Company, allow the Midland Company to carry their Meat and Poultry Traffic to such Station and Market, and will treat such Traffic of the Midland Company in its Carriage to and in such Station as favourably as regards Tolls and otherwise as the like Traffic of any other Company.

Midland Company to fix Times of starting their own Trains subject to relative Importance of Traffic.

22. The Midland Company shall be entitled to fix from Time to Time the Number and the Times for the Departure and Arrival at and from the present and future Stations of the new Lines of their own Trains to run from and to such Stations, due regard being had to the relative Amount and Importance of the respective Traffic to and from such Stations of the Two Companies, and of other Companies from Time to Time using the new Lines, and to the general Convenience accordingly of such Companies respectively: Provided that the Trains of the Midland Company shall run in common with the

Trains of other Companies, and in their fair Turn, and that Passenger Trains shall take Precedence of Goods and Mineral Trains, and that the Trains of the Great Western Railway Company shall be entitled to such Priority as is secured to them by an Agreement with the Metropolitan Company dated the 14th Day of January 1865, and forming the Schedule to the Great Western Railway (Additional Powers) Act, 1865.

Metropolitan Company at Cost of Midland Company to furnish and employ sufficient Signals and Signalmen at Junction or King's Cross.

23. The Metropolitan Company will provide and employ and furnish, at or in immediate Connexion with the proposed Junction between the Midland Lines of Railway and the new Lines, proper and sufficient Signals to regulate the Traffic there, and also a Staff of Signalmen competent, proper, and sufficient for the Traffic there of the Two Companies respectively, and the Midland Company will pay to the Metropolitan Company the Costs of such Signals and the Wages of such Signalmen; provided, that if it shall be found that the Duties of signalling at the said Junction with the Midland Lines of Railway, and also at the Junction at or near the King's Cross Station of the new Lines with the Lines of Railway of the Great Northern Railway Company, can be properly and sufficiently discharged by One Staff of Signalmen, the Sums of Money to be paid by the Midland Company to the Metropolitan Company for the Wages of the Signalmen as herein-before mentioned shall be reduced by the Amount which may from Time to Time be paid by the Great Northern Company to the Metropolitan Company in respect of the Wages of the Signalmen employed to signal the Junction between the Lines of the Great Northern Company and the new Lines.

Midland Company to pay Metropolitan Company a Mileage Proportion in respect of Passenger Traffic.

24. The Midland Company shall pay to the Metropolitan Company in respect of the User secured to the Midland Company by this Contract of the new Lines for the Purposes of the Passenger Traffic of the Midland Company at or to or from the present or future Stations on the new Lines a Mileage Proportion of the gross Receipts arising from the Rates, Fares, and Charges for such Traffic carried to or from the present or future Stations on the new Lines from or to the present or future Stations or Junctions of the Midland Company without any Deduction except Government Duty: Provided, that in case the Sums of Money to be paid by the Midland Company to the Metropolitan Company under this Article shall be less in Amount than the following; (that is to say,) for the First Year of such User by the Midland Company of the said new Lines the Sum of 4,000*l.*; for the Second Year of such User the Sum of 5,000*l.*; for the Third Year of such User the Sum of 6,000*l.*; for the Fourth and every succeeding Year of such User the Sum of 7,000*l.*; the Midland Company will pay to the Metropolitan Company the Deficiency.

If such Payment below certain Amounts, Midland to pay Deficiency.

Distance from Commencement of connecting Railway to King's Cross to be considered as Half a Mile.

25. The Distance to be allowed to the Metropolitan Company out of the actual Mileage upon Traffic carried by the Midland Company, and delivered or taken up at the King's Cross Station of the Metropolitan Company, shall be considered as Half a Mile.

Amount of Rent payable by Midland Company for Moorgate Street Station.

26. The Midland Company will pay to the Metropolitan Company in respect of the Station Accommodation at and the User of the Moorgate Street Station of the Metropolitan Company secured to the Midland Company by this Contract the Sums of Money following; (that is to say,) in the First Year of the Use of such Station the Sum of 4,000*l.*; in the Second Year of the Use thereof the Sum of 4,500*l.*; in the Third Year of the Use thereof the Sum of 5,000*l.*; and in the Fourth and every subsequent Year of the Use thereof the Sum of 6,000.

27. The

Amount of Rent to be paid for intermediate Stations during User.

27. The Midland Company will pay to the Metropolitan Company in respect of the User secured to the Midland Company by this Contract of the present and future Stations (other than the Moorgate Street Station) on the new Lines, and in respect of the Services thereat respectively, a Sum of 500*l.* per Annum for the First Three Years of such User, at the Expiration of which Period the Terms upon which the Midland Company shall have the User of such Stations and Services shall, in case of Difference, be determined by Arbitration; provided that the Payments to be made by the Midland Company to the Metropolitan Company under this Article shall continue only so long as the Midland Company shall continue to use such Stations or any of them.

When Payments to commence.

28. For the Purposes of Articles 24, 25, and 27, the User by the Midland Company of the new Lines of the Moorgate Street Station and other present or future Stations of the Metropolitan Company shall be deemed to have commenced on the Day on which the herein-before mentioned connecting Railway and the herein-before mentioned Two additional Lines of Rails have been authorized to be opened by the Metropolitan Company for public Traffic.

Midland Company to pay Proportion of public Rates on Moorgate Street Station and One Sixth of general Expenses.

29. The Midland Company will also pay to the Metropolitan Company a fair Proportion of the Rates and Taxes charged on the Moorgate Street Station in respect of such separate Accommodation, and the Midland Company will also pay to the Metropolitan Company One Sixth Part of the Cost of the Repairs of the Booking Office, Waiting Hall, Waiting Rooms, Galleries, Staircases, and Platforms of the general Station at Moorgate Street, and of the Rates, Taxes, Gas, and Water for Station Purposes payable in respect of such general Station, and of the Wages of the Staff of Signalmen, Police, and Station Inspectors exclusively employed for the joint Benefit of the Companies for the Time being using the said Moorgate Street Station and Conveniences connected therewith.

Rates for Carriage of Goods, Minerals, &c.

30. The Midland Company will also pay to the Metropolitan Company in respect of the User secured to the Midland Company by this Contract of the new Lines as aforesaid for the Carriage of the Coal and other Mineral and Cattle and other Animals, and for the Goods Traffic of the Midland Company, the Tolls or Rates following; (that is to say,) for Goods, 6*d.* per Ton; for Coal, Coke, and other Minerals, 4*d.* per Ton up to 50,000 Tons, and 3*d.* per Ton for every Ton beyond 50,000 Tons in any One Year; for Carriages, Horses, Dogs, Parcels, and Cattle, the Tolls and Rates following, viz.:

Description.	Farringdon Street.	Moorgate and Aldersgate Streets.
Carriages - -	1*s.* each.	
Horses - -	6*d.* „	
Dogs - -	1*d.* „	2*d.*
Parcels - -	1*d.* „	2*d.*
Cattle - -	2*d.* „	
Calves, Sheep, Pigs - -	1*d.* „	
Excess Luggage -	A Proportion of the gross Receipts as for Two Miles of the actual Mileage.	A Proportion of the gross Receipts as for Four Miles of the actual Mileage.

31. The

Payments on Traffic Accounts to be adjusted monthly and according to Clearing House Regulations.

Midland Company's Payments for Rents, Rates, &c. to be made half-yearly.

31. The Two Companies will from Time to Time make such Arrangements as that the Payments to be made by the Midland Company to the Metropolitan Company according to Articles 24 and 30 shall be made monthly, and, as far as practicable, according to the Regulations from Time to Time in force at the Railways Clearing House, but either Company shall at any Time be at liberty to require such Payments to be made through the Clearing House upon giving One Calendar Month's Notice to that Effect; and the other Payments mentioned in Articles 26, 27, and 29 shall be made half-yearly on the 30th Day of June and the 31st Day of December in every Year, the First of such Payments being duly apportioned in case it shall happen that the Day on which the herein-before mentioned connecting Railway and the herein-before mentioned Two additional Lines of Railways having been authorized to be opened by the Metropolitan Company for public Traffic shall happen between the Times hereby fixed as the Days for the making of such half-yearly Payments.

Power for Midland Company to fix their own Fares, &c. but as to Portions of the Metropolitan Lines used not less than the Charges made by the Metropolitan Company.

32. The Midland Company shall be entitled to fix the Rates and Fares for all Traffic passing over any Portion of the Lines of Railway of the Midland Company and of the new Lines; provided that the Passenger Fares from any present or future Station or Junction on the Lines of Railway of the Midland Company to any present or future Station on the new Lines, or to any present or future Junction with the London, Chatham, and Dover Railway, shall not be less than the Fares charged from Time to Time by the Metropolitan Company from their King's Cross Station to any of such Stations or Junctions.

Each Company to keep Accounts.

33. Each of the Two Companies will duly keep all such Accounts, with all such Items of Dates, Names, Places, Qualities, Weights, Quantities, Distances, and other Particulars, and all such Vouchers, as are from Time to Time respectively proper and sufficient for the several Purposes of this Contract.

Accounts to be open to Inspection, and to be verified.

34. All Accounts and Vouchers relating to Traffic which is the Subject of this Contract to be kept according to Article 33 respectively shall be open at all reasonable Times to the Inspection and Transcription of the Officers specially appointed for the Purpose by the respective Companies, and the Two Companies respectively will afford all proper and sufficient Facilities for such Inspection and Transcriptions, including the Services of Clerks, and the User of Rooms, Stationery, Fire, and Lights, and will also, when required so to do by any Officer so appointed as aforesaid, verify the Accounts to be kept according to Article 33, or any of the Items thereof, and produce for the Purpose of such Verification all proper and sufficient Vouchers.

Midland Company to transmit monthly Accounts to Metropolitan Company.

35. The Midland Company will, within Fourteen Days after the Expiration of each Month, transmit to the Metropolitan Company an accurate Abstract of the Account of all the Traffic the Subject of this Contract carried by the Midland Company during the then last preceding Month, and of all the Rates, Fares, and Charges payable to the Metropolitan Company in respect of such Traffic.

Each Company to afford all reasonable Facilities to the other.

36. Each of the Two Companies, and their respective Directors, Officers, and Servants, will at all Times during the Continuance of this Contract afford to the other Company, and their respective Directors, Officers, and Servants, all lawful, reasonable, and sufficient Facilities for enabling the same Company to obtain the full Benefit intended to be secured to them by this Contract.

37. The

Midland Company to work and use Lines and Moorgate Street Station properly.

37. The Midland Company in the Exercise of their Rights under this Contract will work over and use the new Lines and the Moorgate Street Station in a safe and proper Manner, and with due Regard to the Interests of the Metropolitan Company as the Owners thereof.

Metropolitan Company to keep Lines in repair.

38. The Metropolitan Company will keep the new Lines in thorough Repair and in safe and good working Order and Condition.

Midland Company to conform to Acts of Parliament, and to indemnify Metropolitan Company against Damages arising from Acts of Midland Company or their Servants.

39. The Midland Company will in the Exercise of their Rights under this Contract in all respects duly conform to the several Obligations and Provisions of the Acts of Parliament from Time to Time in force with respect to the working and User of the new Lines and the Traffic thereon and thereat, and will at all Times fully and freely indemnify and save harmless the Metropolitan Company from and against all Penalties, Forfeitures, Losses, Damages, Costs, Charges, and Expenses, Claims and Demands whatsoever to be in any way occasioned or incurred by reason of any Act or Default of the Midland Company, or any of their Directors, Officers, or Servants, in relation to the working or User by the Midland Company of the new Lines, or to their Traffic thereon or thereat.

Metropolitan Company to indemnify Midland Company against Damages arising from Acts of Metropolitan Company or their Servants.

40. The Metropolitan Company will at all Times fully and freely indemnify and save harmless the Midland Company from and against all Penalties, Forfeitures, Losses, Damages, Costs, Charges, and Expenses, Claims and Demands whatsoever to be in any way occasioned or incurred by reason of any Act or Default of the Metropolitan Company, or any of their Directors, Officers, or Servants, in relation to the Maintenance, working, and User of the new Lines and the Traffic thereon and thereat.

Notices to either Company to be signed by and sent to principal Officers.

41. Every Notice, Requisition, Abstract of Account or Writing to be given or transmitted for any of the Purposes of this Contract by or on the Part of either of the Two Companies to the other shall (except as is by these Presents otherwise provided) be deemed to be duly given or transmitted, and if it be signed by the Secretary or One of the principal Officers of the Company by or on the Part of which it is given or transmitted, and be delivered or posted for the other Company to their Secretary at, as regards the Metropolitan Company, their principal Office in London, and, as regards the Midland Company, their principal Office either at Derby or London, as the Case may be.

Arbitration Clause.

42. In every Case in which any Difference arises between the Two Companies Parties hereto touching the true Intent or Construction of these Presents, or touching the Consistency with these Presents of the Application of the Byelaws, Rules, and Regulations of the Metropolitan Company for the Time being in force, or touching the Mode of keeping the Accounts, or touching anything to be done, suffered, or omitted in pursuance of these Presents, or touching any of the Incidents or Consequences of these Presents, or touching any Breach or Nonfulfilment or any alleged Breach or alleged Nonfulfilment of any of the Covenants or Provisions of these Presents, or touching any Liabilities, Losses, Damages, Costs, Charges, or Expenses, or otherwise relating to the Premises, every such Difference, as well as any Difference herein specifically required to be referred to Arbitration, shall be referred to Arbitration in accordance with the Railways Companies Arbitration Act, 1859, or any then subsisting statutory Modification thereof, and these Presents shall accordingly be and have Effect as an Agreement between the Two Companies for and a Reference by them to Arbitration: If and whenever the Two

Companies so think fit, the Reference shall be to a single Arbitrator, who shall be either a Person appointed by Writing under the Hands of their respective Chairmen, or a competent and impartial Person to be on the joint Application of the Two Companies appointed by the Board of Trade.

In witness whereof the said Companies have caused their respective Common Seals to be affixed the Day and Year first before written.

Seal of Metropolitan Company.

The Common Seal of the Midland Railway Company, affixed in the Presence of
WM. MORLEY,
Clerk to the said Company at Derby.

Seal of Midland Company.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1868.