CHAPTER ccx.

An Act for conferring additional powers on the Midland Railway Company for the construction of works, and for the raising of capital, and for other purposes in relation to their own undertaking and the undertakings of other Companies. [28th July 1873.] A.D. 1873.

New railways. Deviations and widenings.

WHEREAS it is expedient that the Midland Railway Company (in this Act called "the Company") should be empowered to construct the new railways in this Act mentioned, to deviate and alter certain of their authorised railways, and to widen portions of their main line to London:

New road. Additional lands and stopping up of footpaths.

And whereas it is expedient that the Company should be empowered to make a new road in the parish of Skipton, in the west riding of the county of York, in substitution for a portion of the existing road proposed to be stopped up, and to acquire for purposes connected with their undertaking certain additional lands, and to stop up portions of certain highways in this Act mentioned:

Deposit of plans.

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

Extension of time. Settle and Carlisle.

And whereas it is expedient that the time limited by the Midland Railway (Additional Powers) Act, 1870, section 33, for the construction of the railways and works authorised by the Midland Railway (Settle to Carlisle) Act, 1866, should be extended:

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Subscription.

Severn Bridge Railway Company.

And whereas by the Severn Bridge Railway Act, 1872, the Severn Bridge Railway Company (in this Act called "the Severn Bridge Company") was incorporated, with power to construct the railways and works therein mentioned, and the Company and certain other companies therein named were empowered (section 71) to enter into working and traffic agreements with the Severn Bridge Company, and the Company and the Great Western Railway Company were also empowered in the event of their subscribing to the capital of the Severn Bridge Company to the extent therein named to appoint directors of that Company, and to run over, work, and use the railways thereby authorised; and it is expedient that the Company should be empowered to subscribe to the capital of the Severn Bridge Company:

Agreement with Wolverhampton, Walsall, &c. Company.

And whereas by the Wolverhampton, Walsall, and Midland Junction Railway Act, 1872, the Wolverhampton, Walsall, and Midland Junction Railway Company (in this Act called "the Wolverhampton Company") was incorporated, with power to construct railways to connect the Wolverhampton and Walsall Railway with the Midland Railway and the South Staffordshire Railway, and the Wolverhampton Company and the Company were empowered to enter into working agreements; and it is expedient that so much of the working agreement which has been entered into between the said two Companies as is set forth in the first schedule to this Act should be confirmed:

Agreements with Great Eastern and Tottenham and Hampstead Companies.

And whereas under or by virtue of the existing Acts relating to the Tottenham and Hampstead Junction Railway Company (in this Act called "the Tottenham Company"), the Company and the Great Eastern Railway Company (in this Act called "the Great Eastern Company") have subscribed to and taken shares in the undertaking of the Tottenham Company, and have appointed directors of that company; and it is expedient that so much of the agreement which has been entered into between the Company the Great Eastern Company, and the Tottenham Company as is set forth in the second schedule to this Act, and also the supplemental agreement entered into between those companies which is set forth in the same schedule, should respectively be confirmed:

Additional capital.

And whereas it is expedient that the Company should be empowered to raise additional capital for the purposes of the railways and works by this Act authorised, and for the other objects sought to be effected thereby, and also for the making and enlargement of stations, sidings, warehouses, engine sheds, workshops, coal yards and drops, and other works and conveniences for the accommodation of the greatly increased and increasing traffic on their railway, and

for completing the purchase of lands and buildings for any of the above-mentioned purposes, and for providing additional plant and rolling stock, and for the general purposes of their undertaking: A.D. 1873.

And whereas it is expedient that some of the powers and provisions of the existing Acts relating to the Company should be altered, amended, extended, and enlarged, and that such further powers should be granted to the Company as are herein-after mentioned: Amendment of Acts.

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:

1. This Act may be cited for all purposes as the Midland Railway (Additional Powers) Act, 1873. Short title.

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,) Provisions of general Acts herein named incorporated.

The Lands Clauses Consolidation Acts, 1845, 1860, and 1869;

The Railways Clauses Consolidation Act, 1845;

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

The provisions of the Companies Clauses Consolidation Act, 1845, with respect to the following matters; namely,

The transfer and transmission of shares;

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

The forfeiture of shares for nonpayment of calls;

The remedies of creditors of the Company against the shareholders;

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

The conversion of borrowed money into capital;

The consolidation of shares into stock;

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

Part I. (relating to cancellation and surrender of shares), Part II. (relating to additional capital), and Part III. (relating to debenture stock) of the Companies Clauses Act, 1863.

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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 railway," or "the railways," means the new railways and the alterations or deviations of railways by this Act authorised:

The expression "superior courts," or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt, and not a debt or demand created by statute:

The expression "parish clerks," and "clerks of the several parishes," in sections seven, eight, and nine of the Railways Clauses Consolidation Act, 1845, shall, with reference to the Company and as regards those parishes or extra-parochial places in which by the standing orders of either House of Parliament plans, sections, and other documents are required to be deposited with the clerk of the vestry of the parish, or with the clerk of the district board for the district in which the parish or extra-parochial place is included, mean in the first case the vestry clerks of those parishes, and in the second case the clerks of those district boards respectively.

Power to make railways according to deposited plans.

4. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections thereof the railways and alterations of railways herein-after described, with all proper stations, sidings, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on those plans and described in the deposited books of reference relating thereto as may be required for that purpose.

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

1. The Stockingford branch (two miles six furlongs and two chains in length), to be situate in the county of Warwick, commencing in the parish of Nuneaton by a junction with the Company's Whitacre and Nuneaton line, and terminating in the parish of Mancetter, in a field known as Coalpit Field:
2. The Kingsbury branch (four miles six furlongs and three chains in length), to be situate in the county of Warwick, commencing in the parish of Kingsbury by a junction

with the Company's Birmingham and Derby line, and terminating in the parish of Baxterley by a junction with the Stratford Pit sidings of the Baxterley Park Colliery:

3. The Heanor branch extension (two miles six furlongs and three chains in length), to be situate in the county of Derby, commencing in the parish of Pentrich by a junction with the Company's Ripley branch line, ten chains or thereabouts south of the public highway called Coppice Lane, where the same crosses the colliery tramway belonging to the Butterley Company, and terminating in the parish of Heanor by a junction with the Company's Heanor branch at the termination thereof: Provided always, that the Company shall not take any part of the railway of the Butterley Company between Waingrove's Colliery and the branch railway of the Butterley Company at Ripley station without the consent in writing of the Butterley Company:

4. The Teversall and Pleasley extension (two miles and eight chains in length), to be situate in the counties of Nottingham and Derby, commencing in the parish of Teversall, in the county of Nottingham, by a junction with the Company's Tibshelf and Teversall branch, and terminating in the parish of Pleasley, in the county of Derby, in a field known as Twelve Acres:

5. The Doe Lea extension (four miles one furlong and six chains in length), to be situate in the county of Derby, commencing in the parish of Sutton Scarsdale, otherwise Sutton-cum-Duckmanton, by a junction with the Company's Staveley and Doe Lea Valley branch, and terminating in the parish of Ault-Hucknall in a field known as the House Close:

6. The Skegby branch extension (one mile three furlongs and one chain in length), to be situate in the county of Nottingham, commencing in the parish of Teversall by a junction with the Company's Skegby branch, and terminating in the parish of Skegby, in a field known as Cow Close:

7. The Bestwood Park branch (six furlongs and five chains in length), to be situate in the county of Nottingham, commencing in the parish of Bulwell by a junction with the Company's Nottingham and Mansfield line, and terminating in the parish of Lenton, in a field known as the Eighteen Acre Field, otherwise Stockyard Close:

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8. The Holbeck connecting line (two furlongs and three chains in length), to be wholly situate in the townships of Wortley and Holbeck, in the parish of Leeds, in the west riding of the county of York, commencing by a junction with the Company's Leeds and Bradford line, and terminating by a junction with the same line:

9. The Whitecross Street branch (one furlong three chains and nine yards in length), to be situate wholly in the parish of St. Giles Without, Cripplegate, in the city of London, commencing by a junction with the Metropolitan Railway, and terminating in a piece of land belonging to the Metropolitan Railway Company, bounded on the north side by the said Metropolitan Railway, and on the west side by Whitecross Street:

10. An alteration or deviation (one mile four furlongs six chains and three yards in length) in the line and levels of the Bennerley and Bulwell line of the Company authorised by the Midland Railway (Additional Powers) Act, 1872, to be situate in the county of Nottingham, commencing in the parish of Bulwell at or near a point thereon in a field numbered on the deposited plans of that railway 4 in that parish, and terminating in the parish of Basford, by a junction with the Company's Nottingham and Mansfield Branch:

11. An alteration or deviation (seven miles two furlongs and seven chains in length) in the lines and levels of the railways authorised by the Midland Railway (Nottingham and Saxby Lines) Act, 1872, to be situate in the counties of Nottingham and Leicester, commencing in the parish of Upper Broughton, otherwise Broughton Sulney, in the county of Nottingham, at a point on the Nottingham and Saxby line of the Company in or near the field numbered on the deposited plans of that line 12 in the said parish, and terminating in the parish of Melton Mowbray, in the county of Leicester, by a junction with the Company's Syston and Peterborough line:

12. An alteration or deviation (three furlongs and nine yards in length), to be situate wholly in the parish of Keighley, in the west riding of the county of York, in the line and levels of so much of the Company's Leeds and Bradford extension line as lies between a point thereon three chains or thereabouts south of the level crossing of that line by the Leeds and Bradford turn-

pike road, and another point thereon twelve chains or thereabouts north of the bridge which carries Lawkholme Lane over the same line:

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) 7 & 8 Vict. c. 18., entitled "An Act to consolidate the "North Midland, Midland Counties, and Birmingham and Derby "Junction Railways," and had formed part of the line of the Midland Railway at the time of the passing of the Act (local and personal) 9 & 10 Vict. c. 326., entitled "An Act to consolidate the "Bristol and Gloucester and Birmingham and Gloucester Railway "Companies with the Midland Railway Company."

Certain properties not to be taken without consent.

5. Nothing in this Act contained shall authorise the Company to enter upon, take, or use, or otherwise interfere with, either temporarily or permanently, any part of the properties numbered respectively on the deposited plans relating to the Doe Lea Extension Railway 23, in the township of Duckmanton, in the parish of Sutton Scarsdale, and 50 in the parish of Sutton Scarsdale, without the consent in writing of the Reverend Michael Maughan Humble, or other the owner or owners for the time being of the said properties respectively, or to enter upon, take, or use, or otherwise interfere with, either temporarily or permanently, any lands or property belonging or reputed to belong to the devisees or trustees for the time being of the will of the late Robert Arkwright, in the said parish of Sutton Scarsdale, without the consent in writing of the said devisees or trustees or other the owner or owners thereof for the time being.

North-eastern Company's property, stations, platforms, &c. not to be purchased compulsorily or interfered with.

6. The Company shall not purchase or take compulsorily any land or property of the North-eastern Railway Company or any interest of that Company in any such land or property, nor shall the Company or any person in the execution of this Act in any manner, either temporarily or permanently, enter upon, use, or interfere with any railways, sidings, platforms, buildings, roads, approaches, land, or property of that company, or of which they are now lessees or occupiers for the purposes of their railway or traffic, either alone, or jointly or otherwise with any other company or person, except with the consent in writing of the North-eastern Railway Company first obtained.

For protection of Keighley

7. In the alteration of the levels of a portion of the road called the Leeds and Bradford turnpike road, as shown upon the deposited

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Local Board of Health.

plans and sections relating to the alteration or deviation of the Company's Leeds and Bradford line by this Act authorised, and the execution of the other works connected therewith, the following provisions shall apply and be in force, and full effect shall be given thereto:

1. The Company shall not, without the consent of the Local Board of Health for the district of Keighley (in which district the said portion of road is situate), divert laterally any portion of the said turnpike road from the present site thereof between the letters C and D shown on the deposited plans:

2. The altered portion of the said road between the said letters C and D, including the bridge for carrying the same over the railway, shall have a clear roadway, including footpaths, of not less than forty-five feet throughout, except on the said bridge to the extent of eighty feet, which shall have a clear roadway, including footpaths, of not less than forty-two feet six inches:

3. If the said Local Board shall, within three months from the passing of this Act, require the Company to construct the said bridge of the clear width of forty-five feet, they shall accordingly make the same of that width, and when and so soon as the alteration of the said road is completed and opened the said Local Board shall, on demand, pay to the Company the excess of cost incurred by them by reason of the said bridge being constructed with a roadway of the width of forty-five feet instead of forty-two feet six inches: Provided that for the purpose of ascertaining the amount of such excess, if the bridge be of a greater length than eighty feet the proportionate cost of eighty feet of the bridge shall be taken as the whole cost of the bridge. Any difference between the Company and the said Local Board relating to the matters aforesaid shall be settled by arbitration as herein-after provided:

4. The parapets of the said bridge shall be of such height from the level of the roadway on each side of the bridge throughout the entire crossing of the railway and for such further extent in length at both ends as shall be agreed upon between the engineer of the Company and the engineer of the said Local Board, or as in case of difference shall be settled by arbitration as herein-after provided. The Company shall place and provide upon the bridge and the approaches thereto such a number of gas lamps and pillars as the said Local Board may reasonably deem sufficient, or as in case of difference is settled by arbitration as aforesaid:

5. The Company shall at their own expense round off the two corners of Dalton Lane, where that lane joins the said road, to such an extent and in such manner as, failing agreement between the Company and the said Local Board, shall be settled by arbitration in the manner herein-after provided:

6. In altering the gradients of Dalton Lane so as to connect that lane with the altered portion of the said road, those gradients shall not in any part thereof, without the consent of the said Local Board, be made of a steeper inclination than one in thirty:

7. The portion of the said road and of Dalton Lane and of any other road or street in the said district altered, taken up, or interfered with by the Company under the provisions of this Act, shall well and sufficiently and to the reasonable satisfaction of the said Local Board be restored by the Company, who shall, at their own expense, maintain the same in good repair to the like satisfaction, except as to Dalton Lane and Mill Road, which shall be maintained by the Company for twelve months only:

8. Whenever it may be necessary to alter or interfere with or disturb any of the sewers or drains, or any of the gas, water, or other mains or pipes or apparatus belonging to the said Local Board, such alteration, interference, or disturbance shall be carried out by and under the direction and to the reasonable satisfaction of the said Local Board, but at the expense in all respects of the Company:

9. The cost of constructing, providing, and laying any new sewers, drains, mains, pipes, or other apparatus in substitution for those which may be rendered useless by such alteration, shall on demand be repaid to the said Local Board by the Company:

10. The cost of any sewers, drains, water, gas, or other pipes or apparatus belonging to or under the control of the said Local Board, rendered useless or unproductive to them by the works or operations of the Company, shall on demand be repaid to the said Local Board by the Company:

11. All the rights and powers now vested in the said Local Board with reference to the construction and laying down, repair, alteration, and inspection of sewers, drains, water and gas and other mains, pipes, and apparatus, under and along streets and highways within their district, shall extend and apply to the new, altered, or diverted roads and streets:

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12. Any sum or sums of money which under the provisions of this Act the said Local Board may become liable to pay to the Company, or the Company may become liable to pay to the said Local Board, may be recovered by the Company or the said Local Board, as the case may be, with full costs of suit, in any court of competent jurisdiction:

13. Any difference which may arise between the Company and the said Local Board as to the true intent and meaning of the foregoing provisions, or the mode of giving effect thereto, shall from time to time be determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act, 1845.

As to lands required by Company and Great Northern Railway Company.

8. Whereas the lands required for the purposes of the alteration or deviation herein-before described in the lines and levels of the railways authorised by the Midland Railway (Nottingham and Saxby Lines) Act, 1872, and the works to be executed in connexion with the said alteration or deviation, may be identical with the lands which the Great Northern Railway Company are authorised to purchase, and may interfere with the works which that company are authorised to execute under the powers of the Great Northern Railway (Melton to Leicester) Act, 1873; and it is fitting that provision should be made as to the purchase and ownership of the said lands, and the compensation to be paid to the owners, lessees, and occupiers of the said lands, and the method and expense of and incidental to executing the said works: Therefore, in order to prevent any dispute as to the property in the said lands, and the nature and extent of the tenure thereof by the said two companies, and the payments to be made by them respectively for the purchase or use of the same or for the interference therewith, and also to prevent any dispute as to the method or the cost of executing the said works, in the execution of which both Companies may be concerned, be it enacted, that the railway authorised by the said Midland Railway (Nottingham and Saxby Lines) Act, 1872, as authorised to be deviated by this Act, shall be carried under the railway No. 1 authorised by the said Great Northern Railway (Melton to Leicester) Act, 1873, and each of the said two Companies shall make (within their authorised limits of deviation) such deviations in the line and levels of their said railways respectively as may be necessary for that purpose, and if any difference shall arise between the two Companies respecting any of the matters aforesaid, such difference shall from time to time be settled by an arbitrator to be appointed by the common consent of both the said Companies, or in default of such consent to be appointed by the

Board of Trade on the application of either Company, and the provisions of the Railways Clauses Consolidation Act, 1845, with respect to the settlement of disputes by arbitration shall, so far as applicable, apply to every such arbitration.

For protection of sewers of Metropolitan and other boards.

9. Where any of the intended works to be done under or by virtue of this Act shall or may pass over, under, or by the side of or so as to interfere with any sewer, drain, watercourse, defence, or work under the jurisdiction or control of the Metropolitan Board of Works, or of any district board or vestry constituted under the Metropolis Local Management Act, 1855, the Metropolis Management Amendment Act, 1862, or any Act or Acts amending the same or extending the powers thereof, or with any sewers or works to be made or executed by the said boards or vestry, or either of them, or shall or may in any way affect the sewerage or drainage of the districts under their or either of their control, the Company shall not commence such work until they shall have given to the said Metropolitan Board or to the district board or vestry, as the case may be, fourteen days previous notice in writing of their intention to commence the same by leaving such notice at the principal office of such board or vestry, as the case may be, for the time being, with a plan and section showing the course and inclination thereof, and other necessary particulars relating thereto, and until such board or vestry respectively shall have signified their approval of the same, unless such board or vestry, as the case may be, do not signify their approval, disapproval, or other directions within fourteen days after service of the said plan, section, and particulars as aforesaid; and the Company shall comply with and conform to all orders, directions, and regulations of the said Metropolitan Board and of the respective boards or vestries in the execution of the said works, and shall provide by new, altered, or substituted works, in such manner as such boards or vestries respectively may deem necessary, for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by or by reason of the said intended works or any part thereof, and shall save harmless the said Metropolitan Board, district board, and vestry respectively against all and every the expense to be occasioned thereby, and all such works shall be done by or under the direction, superintendence, and control of the engineer or other officer or officers of the said Metropolitan Board, district board, or vestry, as the case may be, at the costs, charges, and expenses in all respects of the Company; and all costs, charges, and expenses which the said Metropolitan Board or any district board or vestry may be put to by reason of the works of the Company, whether in the execution of

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works, the preparation or examination of plans or designs, superintendence, or otherwise, shall be paid to such boards or vestry by the Company on demand; and when any new, altered, or substituted works as aforesaid, or any works or defence connected therewith, shall be completed by or at the costs, charges, or expenses of the Company under the provisions of this Act, the same shall thereafter be as fully and completely under the direction, jurisdiction, and control of the said Metropolitan Board, district boards, and vestry respectively, as the case may be, as any sewers or works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the rights, powers, or authorities vested or to be vested in the said Metropolitan Board, district boards, and vestries, or any or either of them, or of their successors, but all such rights, powers, and authorities shall be as valid and effectual as if this Act had not been passed.

For protection of telegraph wires, &c. belonging to Postmaster General.

10. If in the execution of the works by this Act authorised the Company shall require to alter, or remove, or interfere with any telegraph wires or telegraph apparatus belonging to Her Majesty's Postmaster General situate on the said railways, such alteration, removal, or interference shall be so effected as to cause no impediment or obstruction whatsoever to the due transmission of messages along such wires, or, at the option of the Company, along substituted wires to be provided by the Company at their own expense, to the satisfaction in all respects of the said Postmaster General.

Inclinations of certain roads.

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

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
		The Heanor Branch Extension.	
38	Heanor - -	Highway - -	1 in 16 on one side, and level on the other.
130	Heanor - -	Highway - -	1 in 16 on one side, and level on the other.
		The Teversall and Pleasley Extension.	
6	Ault Hucknall -	Public - -	1 in 16 on one side, and level on the other.
		The Doe Lea Extension.	
22	Scarcliff - - -	Public - -	1 in 18 on one side, and level on the other.

Lands for extraordinary purposes.

12. 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 twenty acres.

Imposing penalty unless railways opened.

13. If the Company fail within the period limited by this Act to complete the railways, 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 railway in respect of which the penalty has been incurred 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 amount of the estimated cost of the railway in respect of which the penalty has been incurred.

The said penalty may be applied for by any landowner or other person claiming to be compensated in respect of the railway in reference to which the penalty has been incurred in accordance with the provisions of the next following section of this Act, or by the Solicitor of Her Majesty's Treasury, and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act, 1854.

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster General on behalf of the Court of Chancery in the bank named in such warrant or 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 railway in respect of which the penalty has been incurred 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.

14. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway in respect of which the penalty has been incurred, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers conferred upon the Company by this Act of taking property

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for the purposes of such 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.

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

Period for completion of railways.

15. If the railways are not completed within five years from the passing of this Act, then on the expiration of that period the powers by this Act granted to the Company for making and completing the railways or otherwise in relation thereto shall cease to be exercised, except as to so much thereof as is then completed.

Power to widen portions of main line to London.

16. Subject to the provisions of this Act, the Company may, in the lines shown on the deposited plans and according to the levels shown on the deposited sections, widen the under-mentioned portions of their main line of railway to London, and they may lay down additional rails and sidings, and construct and execute all proper 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 relating thereto as may be required for the purposes aforesaid; that is to say,

1. They may widen on one side thereof so much of their main line of railway to London within the counties of Leicester and Nottingham as lies between the bridge which carries the street known as Kent Street, in the parish of Saint Margaret, Leicester, in the county of Leicester, under the

said main line and the southern end of the Red Hill Tunnel, in the parish of Ratcliffe-on-Soar, in the county of Nottingham:

2. They may widen on both sides thereof so much of their said main line within the counties of Northampton and Bedford as lies between a point thereon thirty-one chains or thereabouts south of the booking office of the Rushton Passenger Station, in the parish of Rushton, in the county of Northampton, and the north side of the bridge, in the parish of Saint Paul, Bedford, in the county of Bedford, which carries the Company's said main line of railway over the River Ouse:

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

Heights and spans of certain bridges on widening.

17. The Company, in executing the firstly before-mentioned widening, may make the arches of the bridges for carrying the same over the roads next herein-after mentioned of any heights and spans not less than the heights and spans herein-after mentioned in connexion with those roads respectively; (that is to say,)

No. on deposited Plan.	Parish.	Description of Road.	Height.	Span.
10	St. Margaret, Leicester - -	Turnpike - -	16 feet	45 feet.
10	Belgrave - - - -	Public - -	14 "	21 "
14	Belgrave - - - -	Public - -	15 "	21 "
24	Syston - - - -	Public - -	14 "	21 "
20	Sileby - - - -	Public - -	15 "	15 "
23	Sileby - - - -	Public - -	15 "	21 "
13	Sutton St. Anne - - -	Public - -	14 "	20 "
7	Kingston-upon-Soar - -	Public - -	14 ft. 6 in.	25 "

Widths of certain roadways on widening.

18. The Company, in executing the firstly before-mentioned widening, may make the roadway over the bridges by which the following roads will be carried over the same of such width

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between the fences thereof as the Company think fit, not being less than the respective widths herein-after specified; (that is to say,)

No. on Plan.	Parish.	Description of Roadway.	Width of Roadway.
28	Belgrave (Thurmaston, South End).	Public - - -	21 feet.
7	Barkby (Thurmaston, North End).	Public - - -	21 „
15	Barkby - - -	Public - - -	21 „
7	Cossington - -	Public - - -	21 „
22	Barrow-on-Soar -	Public - - -	21 „
32	Barrow-on-Soar -	Public - - -	21 „
28	Loughborough - -	Public - - -	22 „
4	Normanton-on-Soar -	Public - - -	21 „
14	Normanton-on-Soar -	Public - - -	21 „
2	Sutton St. Anne -	Turnpike - -	30 „
8	Sutton St. Michael -	Public - - -	21 „
18	Sutton St. Michael -	Public - - -	22 „
10	Ratcliffe-on-Soar -	Public - - -	21 „

For protection of the Leicester and Peterborough Turnpike Road.

19. Provided always, that as regards the widening firstly described the Company shall be bound by and observe the following conditions and restrictions:

A. They shall not increase the width of the railway over the turnpike road leading from Leicester to Peterborough so that the same, including works already constructed or authorised, shall exceed one hundred feet on the square:

B. They shall so construct the proposed works and reconstruct or alter their existing works as to leave the width of the road under the railway, uninterrupted by columns or supports, not less than forty-five feet in the clear measured at right angles across the centre line of the road, and any addition to the present width shall (except with the consent in writing of the road authority) be on the south side of the road only, and they shall flag the footway on each side thereof for the space of ten feet in width for the whole length of the road under the railway, and shall make good the roadway under the railway, to the satisfaction in every case of the surveyor to the road authority:

C. They shall leave for the admission of daylight two open spaces in the railway of five feet each in width, for the whole span of the bridge as authorised and proposed, which spaces shall be so placed as to divide the whole width of one hundred feet into three equal spaces as nearly as may be:

D. The clear height from the surface of the road to the under side of the bridge shall be in every part not less than sixteen feet:

E. They shall not alter the present level of the said road without the previous consent in writing of the road authority:

F. The plans, sections, working drawings, and specifications of the proposed bridge shall be submitted to the surveyor of the road authority for approval, and in case of any dispute between the engineer of the Company and such surveyor in reference thereto the same shall be settled by arbitration.

For protection of the Nene Valley Drainage and Navigation Improvement Commissioners (second district).

20. In widening the main line between Rushton and Bedford the Company shall construct the viaducts over the rivers Nene and Ise so that the waterway of such rivers at the points of crossing shall not be less than under the viaducts now existing, and the Company shall observe and be bound by all the provisions and stipulations for the protection of the Nene Valley Drainage and Navigation Improvement Commissioners contained in the Midland Railway (Leicester and Hitchin) Act, 1853, so far as the same are respectively applicable to the works by this Act authorised, in the same manner and as fully to all intents and purposes as if such provisions and stipulations were re-enacted by this Act for the protection of the Nene Valley Drainage and Navigation Improvement Commissioners (second district) and the drainage and works under their jurisdiction.

Widening affecting the London and North-western Company.

21. The bridge or bridges over the Northampton and Peterborough branch of the London and North-western Railway Company, required for the widening of the main line of the Company, shall be constructed so that the same shall have a clear span of not less than the existing width between the abutments of, and a clear headway not less than that of the present bridge of the Company at such crossing.

For protection of London and North-western and Great Northern Railway Companies.

22. The following provisions shall apply to works affecting the railways, lands, and property belonging, whether jointly or separately, to the London and North-western and Great Northern Railway Companies:

1. All the works in, upon, or under the lands belonging, whether jointly or separately, to the London and North-western and Great Northern Railway Companies for the purpose of carrying the Holbeck connecting line under the railways of those companies, and also for effecting such widening over the Northampton and Peterborough branch railway, shall be executed under the superintendence and to the reasonable satisfaction in all respects of the respective principal

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engineers of those companies, and at the expense in all things of the Company, and the Company shall so construct such works where they will so respectively cross such railways by such means and in such manner only as not to interfere with the free, uninterrupted, and safe user of those railways, and so as to leave undisturbed all the existing lines thereof at the points where they are to be so crossed, and the archway or under-bridge by means of which the Holbeck connecting line will be carried under the railways of the London and North-western and Great Northern Railway Companies shall be of such dimensions as to leave the railways of the two companies over the said point of crossing of a clear width of ninety feet between the parapets on each side of the said railway of the two companies, and if at any time hereafter the Great Northern Railway Company shall require to widen their railway at the said point of crossing, then the Great Northern Railway Company may widen their line accordingly to the extent of any land now belonging to them, and the Company shall pay to the Great Northern Railway Company any additional cost of constructing upon such land the necessary bridges and works for that purpose incurred by the Great Northern Railway Company by reason of the construction of the said Holbeck connecting railway:

2. The Company shall at all times maintain the arches, girders, or other works for the purpose of effecting such crossing by the Holbeck connecting line and also of such widening in substantial repair and good order and condition, to the reasonable satisfaction in all respects of the principal engineer of the respective company affected thereby, and if and whenever the Company fail so to do the respective company so affected may make and do in and upon as well the lands of the Company as their own lands all such works and things as they respectively may reasonably think requisite in that behalf, and the sum from time to time certified by their respective engineer to be the reasonable amount of such their respective expenditure shall be repaid to them respectively by the Company, and in default of full repayment the amount due may be recovered with full costs by the respective company from the Company in any court of competent jurisdiction:

3. The arches, girders, or other works for the purpose of effecting such crossing and widening, and all works and conveniences

connected therewith respectively, and the maintenance thereof, shall be made and done only according to plans, elevations, sections, and specifications to be submitted by the Company to the principal engineer of the respective company affected thereby, and to be reasonably approved by him in writing under his hand before any of those works are begun, and under the superintendence of such engineer, but in all things at the expense of the Company: Provided always, that such plans, elevations, sections, and specifications shall be approved or disapproved within one month after the same shall have been submitted to such engineer, and if any difference shall arise between such engineer and the engineer of the Company the same shall be determined by an arbitrator to be appointed by the Board of Trade on the application of either party:

4. The Company shall not, without in every case the previous consent, jointly or separately, as the case may require, of the London and North-western and Great Northern Railway Companies in writing, under their respective common seals, take, use, enter upon, or interfere with any of the lands from time to time belonging to or in the possession or under the power of those companies jointly or of either of them separately, except only such parts of such lands as it shall be necessary for the Company to take, use, enter upon, or interfere with for the purpose of effecting and maintaining such crossing by the Holbeck connecting line, and such widening over the Northampton and Peterborough branch railway, and the necessary works connected therewith respectively:

5. The Company shall not, in the execution of the works authorised by this Act, in any manner obstruct or interfere with the free, uninterrupted, and safe user of any of the railways of the London and North-western and Great Northern Railway Companies or any traffic thereon, and if by reason of any works or proceedings of the Company there shall be any obstruction or interference, so as to impede or prevent the convenient passage of engines, carriages, or waggons along any such railways, the Company shall pay to the respective company on whose railway any such obstruction or interference shall arise the sum of twenty pounds per hour, by way of ascertained damages, for every hour during which any such obstruction or interference shall continue:

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6. The Company shall bear, and on demand pay to the London and North-western and Great Northern Railway Companies respectively, the expense of the employment by those respective companies during the execution of the works affecting the respective railways of those companies of a sufficient number of inspectors, watchmen, and signalmen, to be appointed by those respective companies for watching their respective railways and works with reference to and during the execution of such intended works and for preventing as far as may be all interference, obstruction, danger, and accident from any of the operations or from the acts or defaults of the Company or their contractors, or any person or persons in the employ of the Company or of their contractors, with reference thereto or otherwise:

7. If by reason of the execution of any of the works, or any proceedings of the Company, or the failure of any such works, or any act or omission of the Company, or of their contractors or of any persons in the employ of the Company, or of their contractors or otherwise, any of the railways of the London and North-western and Great Northern Railway Companies, or any of the works connected therewith respectively, or any of the passengers or other traffic passing along the same respectively, shall be injured or damaged, such injury or damage shall forthwith be made good by the Company at their own expense, or in the event of their failing so to do, then those companies respectively may make good the same and recover the expense thereof with full costs against the Company in any court of competent jurisdiction, and if any interruption shall be occasioned to the traffic on any such railways of those companies respectively by reason of any of the matters or causes aforesaid, the Company shall, in addition to the penalty lastly provided for, on demand pay to those companies respectively all costs and expenses to which they respectively may be put, as well as full compensation for the loss and inconvenience sustained by those companies respectively by reason of any such interruption, such costs, expenses, and compensation to be respectively recoverable with full costs by those companies respectively from the Company in any court of competent jurisdiction:

8. With respect to any lands of the London and North-western and Great Northern Railway Companies, or either of them, which the Company is by this Act from time to time

authorised to use, enter upon, or interfere with, the Company shall not purchase or take the same, but the Company may purchase and take, and those Companies may respectively and shall sell and grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same:

9. Any difference which may from time to time arise between the companies mentioned in this enactment, or either of them, or their respective engineers, with respect to any of the matters provided for by this enactment, shall be referred to and determined by an arbitrator to be agreed upon by the companies in difference, or, in default of agreement, to be nominated by the Board of Trade on the application of either company, and the provisions of the Railways Clauses Consolidation Act, 1845, with respect to the settlement of disputes by arbitration shall, so far as applicable, apply to any such arbitration.

Power to make new road at Skipton, and stop up part of existing road.

23. Subject to the provisions of this Act, the Company may make in the line and according to the levels shown on the deposited plans and sections relating thereto the new road herein-after described, with all proper 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 relating thereto as may be required for that purpose. The new road herein-before referred to and authorised by this Act is—

A new road in the townships of Skipton and Stirton with Thorley, in the parish of Skipton, in the west riding of the county of York, commencing from and out of the Clitheroe and Skipton turnpike road, at a point thereon one chain and a half or thereabouts north of that part of the Leeds and Bradford extension line of the Company's railway which is distant twenty-one chains or thereabouts (measured along that road in a westerly direction) from the booking office of the Skipton station, and terminating at another point on the same road distant forty-four chains or thereabouts (measured along the road in a westerly direction) from the said point of commencement.

In constructing the new road 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, but not so as to increase the rate of inclination of the new road shown on those sections.

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When and so soon as the new road is completed and opened to the public the Company may stop up and discontinue as a public carriage road or highway and appropriate to the purposes of their undertaking so much of the existing turnpike road as lies between the points of commencement and termination of the new road, and all rights of way in or over the said portion of road are hereby extinguished.

Provision for repair of new road.

24. The new road when completed shall be substituted for the portion of the said turnpike road by this Act authorised to be stopped up, and shall thenceforth have all the incidents, including the repair and maintenance thereof, which the said portion of turnpike road would have had if this Act had not been passed: Provided always, that if any question shall arise between the Company and the trustees of the said turnpike road or other authority having the management thereof as to the due completion of the new road, such questions 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 the justices for the purpose, and the certificate of the justices of the due completion of the new road shall be conclusive evidence of the fact so certified.

Power to acquire lands for general purposes.

25. Subject to the provisions of this Act, the Company, in addition to the other lands which they are by this Act authorised to acquire, may from time to time enter upon, take, use, and appropriate to the purposes of their undertaking all or any of the lands and buildings following delineated on the deposited plans thereof and described in the deposited books of reference relating thereto; (that is to say,)

Certain lands and houses in the township of Culgaith, in the parish of Kirkland, in the county of Cumberland, adjoining or near to and partly on the north-east and partly on the south-west sides of the Company's Settle and Carlisle line, and at the north-west end of the Culgaith Tunnel on that line:

Certain lands and houses in the township of Settle, in the parish of Giggleswick, in the west riding of the county of York, adjoining or near to and partly on the east and partly on the west sides of the Company's North-western line, and partly on the east and partly on the west sides of the Keighley and Kendal turnpike road, and south of and near to the junction of the Company's Settle and Carlisle line with their said North-western line:

Certain lands and houses in the township of Stainforth, in the said parish of Giggleswick, lying partly on the east and partly

on the west sides of and adjoining the Company's Settle and Carlisle line, and adjoining and to the northward of the Stainforth Beck, where the same is crossed by the said line:

Certain lands and houses in the township of Garsdale, in the parish of Sedbergh, in the west riding of the county of York, lying partly on the east and partly on the west sides of and adjoining or near to the Company's Settle and Carlisle Railway, and adjoining the public road called "Coal Pit Road," south of the point where the said line crosses that road:

Certain lands and houses in the townships of Skipton and Stirton with Thorley, in the parish of Skipton, in the west riding of the county of York, situate on both sides of and adjoining or near to the Company's Leeds and Bradford line, and extending from the bridge over that line about ten chains south of the Skipton Station to the junction of the North-western Railway with the before-mentioned Leeds and Bradford line west of the said Skipton Station:

Certain lands and houses situate in the township of Shipley, in the parish of Bradford, in the west riding of the county of York, adjoining the Company's Leeds and Bradford line and the road leading from Frizinghall to Shipley on the western side thereof, and extending for a distance of twenty-two chains or thereabouts measured from Red Beck Mill along the said line and road in a northerly direction:

Certain lands and houses situate in the townships of Manningham and Bradford, in the parish of Bradford, in the west riding of the county of York, adjoining the Company's Leeds and Bradford line on the south-west side thereof, between Manningham Station and the premises known as the Trafalgar Brewery. Also certain land and houses in the township and parish of Bradford adjoining the said line on the south-west side thereof, and lying between Trafalgar Street and Salem Street in Bradford. And also certain lands and houses situated in the same township and parish abutting on Trafalgar Street on the south, and the premises known as Trafalgar Brewery on the east. But nothing in this Act contained shall authorise or empower the Company to enter upon, take, or use any portion of the pieces of land numbered respectively on the deposited plans 17, 23, 24, 29, 30, 31, in the parish of Bradford, in the county of York, belonging or reputed to belong to Charles Booth Elmsall Wright, without the consent in writing of the said Charles Booth Elmsall Wright, his heirs or assigns, for that purpose first had and obtained:

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Certain lands and houses situate in the township of Ardwick, in the parish of Manchester, in the county of Lancaster, abutting on Gorton Lane on the south, and on the Manchester and Stockport line of the Manchester, Sheffield, and Lincolnshire and Midland Railway Companies joint line in course of construction on the west:

Certain lands and houses in the parish of Matlock, in the county of Derby, lying on the north side of and adjoining the Company's Manchester, Buxton, Matlock, and Midlands Junction line, and lying between that line and the road leading from Newhaven to Matlock Bridge and the River Derwent:

Certain lands and houses situate in the township and parish of Dronfield, in the county of Derby, adjoining and on the north side of the Company's Chesterfield and Sheffield line, and lying between the branch railway leading to the Dronfield Silkstone Company's Colliery and the turnpike road leading from Chesterfield to Sheffield:

Certain lands and houses situate in the parish of Brampton, in the county of Derby, lying between the River Hipper and the turnpike road leading from Baslow to Chesterfield, near to and to the westward of the bridge carrying the Company's Chesterfield and Brampton line over the River Hipper:

Certain lands and houses situate in the township of Tapton, in the parish of Chesterfield, in the county of Derby, adjoining and on the east side of the Company's Derby and Leeds line, where that line is crossed by the public highway known as Dark Lane otherwise Crow Lane:

Certain lands and houses situate in the township of Tupton, in the parish of North Wingfield, in the county of Derby, adjoining and on the east side of the Company's Derby and Leeds line, and adjoining and on the north side of the River Anker. Also certain lands and houses in the same township and parish adjoining and at the junction between the Company's Derby and Leeds and Erewash Valley lines. And also certain other lands and houses in the same township and parish adjoining and on the east side of the Company's Derby and Leeds line, where that line crosses the public highway leading from Grassmoor to Chesterfield:

Certain lands and houses situate in the township of Hasland and parish of Chesterfield, and in the parish of Wingerworth, in the county of Derby, adjoining and on the east side of the Company's Derby and Leeds line, and extending from the level crossing of that line by the public highway leading from

Mansfield to Ashover in a southerly direction for a distance of thirty-one chains or thereabouts, and in a northerly direction for a distance of sixty-four chains or thereabouts:

Certain lands and houses situate in the township of Heage, in the parish of Duffield, in the county of Derby, and lying at the junction at Ambergate between the Company's Derby and Leeds line and their Manchester, Buxton, Matlock, and Midlands Junction line, and adjoining or near to and partly on the north side and partly on the south side of the Company's North Junction line at Ambergate:

Certain lands and houses situate in the parish of Matlock, in the county of Derby, lying on the south-west side of and adjoining the Company's Manchester, Buxton, Matlock, and Midlands Junction line at the Cromford Station, and abutting on the south side on the public highway leading from Cromford to Dethick:

Certain lands and houses situate in the parish of Saint Alkmund, Derby, in the county of Derby, lying on the north side of and adjoining the Company's line leading from their Nottingham Road Station to Chaddesden sidings, and near to those sidings:

Certain lands and houses situate in the township of Litchurch, in the parish of Saint Peter, in the county of Derby, lying between Hulland Street and Nelson Street, and north-east of Peel Street, and partly adjoining or near to Hulland Street and Peel Street, and partly adjoining or near to Peel Street and Nelson Street, and certain other lands and houses situate in the same township and parish lying at the south-east corner of Nelson Street, at the junction of that street with Lower Carrington Street, and known as the Rutland Arms Inn:

Certain lands and houses situate in the parish of Basford, in the county of Nottingham, lying on the east side of the Company's Nottingham and Mansfield line, between the level crossing of that line by the public highway leading from Nottingham to Basford and the level crossing of the same line by the public highway leading from Basford to Arnold; but nothing in this Act contained shall authorise the Company to enter upon, take, or use, or otherwise interfere with, either temporarily or permanently, any part of the lands or premises of the Nottingham Gaslight and Coke Company in the said parish of Basford, without the consent in every instance of that company in writing under their common seal first had and obtained:

Certain lands and houses situate in the parish of Saint Mary, Bedford, in the county of Bedford, adjoining and on the east

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side of the Company's Bedford and London line, where that line is crossed by the public highway leading from Bedford to Kempston:

Certain lands and houses situate in the parish of Saint Pancras, in the county of Middlesex, adjoining and on each side of the Tottenham and Hampstead Junction Railway, and extending for a distance of three hundred and fifty yards or thereabouts east, and three hundred yards or thereabouts west of the Highgate Road Station on that railway:

Certain lands and houses situate in the parish of Saint Mary, Islington, in the county of Middlesex, adjoining and on the south side of the Tottenham and Hampstead Junction Railway, and extending from the Junction Road on the west to the Holloway Road on the east:

Certain lands and houses situate in the parishes of Allhallows, Tottenham, and Hornsey, in the county of Middlesex, adjoining and on the north side of the Tottenham and Hampstead Junction Railway, and bounded on the east side by the road or street known as Green Lanes, and on the west by the New River:

Certain lands and houses situate in the parish of Allhallows, Tottenham, in the county of Middlesex, adjoining and on the south side of the Tottenham and Hampstead Junction Railway, and extending from the road or street known as Hermitage Road on the west to the Seven Sisters Road on the east:

Certain lands and houses situate in the parish of Allhallows, Tottenham, in the county of Middlesex, adjoining and on the north side of the Tottenham and Hampstead Junction Railway, and bounded on the east by the Tottenham Road, and on the east and north-east by the occupation road known as Page Green Road:

Certain lands and houses situate in the parish of Saint Mary, Battersea, in the county of Surrey, adjoining the high level railway of the London, Chatham, and Dover Railway Company on the eastern side thereof, and extending for a distance of twenty-two chains or thereabouts in a southerly direction from the point where Stewart's Lane passes under the said railway, measured along the eastern side of the said railway. And also certain other lands and houses in the said parish of Saint Mary, Battersea, abutting on Stewart's Lane on the south, and on the said railway on the west side thereof.

Local rates to be made good in the parish of Saint Pancras.

26. 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 eleventh day of October one thousand eight hundred and seventy-two, 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 to the rental at which such lands, houses, buildings, and property respectively are rated in the said rate.

As to lands required jointly by Company and Corporation of Bradford.

27. And whereas the lands in the townships of Manningham and Bradford which the Company are authorised to purchase by this Act may be identical with lands in the same townships which the mayor, aldermen, and burgesses of the borough of Bradford (in this Act called the corporation) are authorised to purchase by the Bradford Improvement Act, 1873, and the use by the Company of such lands may, without due provision, interfere with the use by the corporation of the same lands, and it is desirable to prevent any dispute between the Company and the corporation as to the acquisition and use of such lands: Therefore, if any difference shall arise between the Company and the corporation respecting the acquisition of such lands, or of any right or interest therein, or as to the use thereof, such differences shall from time to time be settled by an arbitrator to be appointed by the common consent of the Company and the corporation, or in default of such consent to be appointed by the Board of Trade on the application of either party.

Powers for compulsory purchases limited.

28. 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 labouring classes.

29. 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 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

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the Company have made known their intention to take the same in manner herein-before required.

Power to stop up certain footpaths, &c.

30. The Company may exercise the following powers; (that is to say,)

They may stop up and discontinue as a public path or way the under-mentioned portion of the existing footpath which now crosses the railway of the Company on the level; (that is to say,) so much of the public footpath known as "The Twitchell," in the township of Long Eaton, in the parish of Sawley, in the county of Derby, as lies between the east and west sides of the Company's Erewash Valley line:

They may stop up and discontinue as a public highway the under-mentioned portion of the bridle road and footpath which now cross on the level the railways of the Company and the Great Western Railway Company, at their station at Shrub Hill, Worcester, one hundred and ten yards or thereabouts north of the Company's engine shed, (that is to say,) so much of that bridle road and footpath in the parish of Saint Martin, in the county of Worcester, as lies between the western boundary of the Company's property and the eastern boundary of the Great Western Railway Company's property:

And all rights of way in or over the said portions of footpath and bridle road respectively are hereby extinguished.

Company to abandon portions of authorised lines.

31. The Company shall abandon the construction of the following portions of their authorised railways; (that is to say,)

1. So much of their Bennerley and Bulwell line as will be rendered unnecessary by the alteration or deviation thereof by this Act authorised:
2. The Melton branch authorised by the Midland Railway (Nottingham and Saxby Lines) Act, 1872, and so much of their Nottingham and Saxby line thereby also authorised as will be rendered unnecessary by the alteration or deviation by this Act authorised in the Nottingham and Saxby lines.

Compensation for damage to land by entry, &c. for purposes of railways abandoned.

32. The abandonment by the Company under the authority of this Act of any portion of railway shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out of the line of railway, and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily

occupied by the Company to receive compensation for such temporary occupation, or for any loss, damage, or injury which may have been sustained by such owner or occupier by reason thereof, or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act, 1845, or the Midland Railway (Additional Powers) Act, 1872, or the Midland Railway (Nottingham and Saxby Lines) Act, 1872.

Compensation to be made in respect of portions of railways abandoned.

33. 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 any portion of railway authorised to be abandoned by this Act, and which shall not be required for the purposes of any of the works by this Act authorised, the Company shall be released from all liability to purchase or to complete the purchase of any such lands, but, notwithstanding, full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice, and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act, 1845, as amended by any subsequent Act, for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Extension of time for completion of Settle and Carlisle lines.

34. The period limited by the Midland Railway (Additional Powers) Act, 1870, for the construction and completion of the railways and works authorised by the Midland Railway (Settle to Carlisle) Act, 1866, (which are herein-after referred to as "the Settle and Carlisle lines") is hereby extended until the sixteenth day of July one thousand eight hundred and seventy-five.

Imposing penalty unless Settle and Carlisle lines opened.

35. Sections thirty-four and thirty-five of the Midland Railway (Additional Powers) Act, 1870, shall be and the same are hereby repealed.

If the Company fail within the period limited by this Act to complete the Settle and Carlisle lines, 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 those 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 one million six hundred and thirty-eight thousand and forty-three pounds (being the amount of the estimated cost of the Settle and Carlisle lines).

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

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster General on behalf of the Court of Chancery in the bank named in such warrant or 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 Settle and Carlisle lines by unforeseen accident or circumstances beyond their control; provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing for application of penalty.

36. 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 Settle and Carlisle lines, or either of them, 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 those railways, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit.

If no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid to or for the account of Her Majesty's Exchequer, in such manner as the Court of Chancery in England thinks fit to order on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the

Consolidated Fund of the United Kingdom, or, in the discretion of the Court, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid to such receiver or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

If Settle and Carlisle lines not completed, powers to cease.

37. If the Settle and Carlisle lines are not completed within the period limited by this Act, then on the expiration of that period the powers by this Act granted to the Company for making and completing those lines, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Power to subscribe to undertaking of Severn Bridge Company.

38. The Company may, with the authority of three fourths of the votes of their shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose, from time to time subscribe any sum which they think fit towards the undertaking of the Severn Bridge Company, not exceeding in the whole fifty thousand pounds, and the Company may, with the like authority, contribute and apply in payment of their said subscription any moneys which they are already authorised to raise and which may not be required by them for the purposes of their undertaking, and also any moneys which they are by this Act authorised to raise.

The Company shall, in respect of the sum subscribed, and the corresponding shares in the undertaking of the Severn Bridge Company held by them, have all the powers, rights, and privileges, (except in regard to voting at general meetings, which shall be as herein-after provided,) and be subject to all the obligations and liabilities of proprietors of shares in that undertaking.

Provided always, that the Company shall not sell, dispose of, or transfer any of the shares in the undertaking of the Severn Bridge Company for which they may subscribe.

Provided also, that the power by this enactment conferred on the Company of subscribing to the undertaking of the Severn Bridge Company shall not be exercised until either the Great Western Railway Company have agreed in writing under their common seal to the exercise of such powers, or it shall have been determined by arbitration in the manner prescribed by the agreement between the Company and the Great Western and West Midland Railway Companies, confirmed by and scheduled to the Great Western Railway (West Midland Amalgamation) Act, 1863, that the Company are

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consistently with the provisions of that agreement entitled to subscribe to such undertaking.

Company while shareholders may vote at meetings of Severn Bridge Company.

39. The Company, while shareholders in the undertaking of the Severn Bridge Company, may, by writing under their common seal, from time to time appoint some person to attend any meeting of the Severn Bridge Company, and such person shall have all the privileges and powers attaching to a shareholder of the Severn Bridge Company at such meetings, and may vote thereat in respect of the capital held by the Company in that undertaking; and every such appointment by the Company of any person to vote on their behalf shall be delivered to the Severn Bridge Company, and kept with their records, and shall be at all reasonable times open to the inspection and transcription of all parties interested, and every such instrument shall, as between the Company and the Severn Bridge Company, be sufficient evidence of the facts therein stated.

Confirming heads of agreement with Wolverhampton Company.

40. So much of the heads of agreement between the Company and the Wolverhampton Company as is set forth in the first schedule to this Act is hereby confirmed and made binding on the parties thereto.

Confirming agreements with Great Eastern and Tottenham and Hampstead Companies.

41. So much of the agreement between the Company, the Great Eastern Company, and the Tottenham Company as is set forth in the second schedule to this Act, and the supplemental agreement between those Companies which is set forth in the same schedule, are respectively hereby confirmed and made binding on the parties thereto.

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

42. The Company may from time to time raise by the creation and issue of new shares such sums of money as they shall think necessary, not exceeding two million eight hundred and fifty thousand pounds, exclusive of the moneys which they are or may be authorised 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.

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

New shares raised under this Act and

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

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the provisions of this Act and any other Act passed in the present session, whether before or after the passing of this Act, by which the Company may be authorised to raise capital by new shares, the Company may, if they think fit, 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 such other Acts and this Act respectively authorised to raise by means of new shares.

any other Acts of past or present sessions may be of same class.

45. 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.

As to amount and issue of new shares.

46. 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.

Votes in respect of new shares.

47. 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.

Shares of same class to have like privileges.

48. Subject to the provisions of this Act, 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

Vesting of new shares.

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thereon to the amount and at the time which shall be fixed by the directors and specified in the letter offering the new shares.

Shares not accepted may be disposed of by Company.

49. 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 authorise 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.

50. 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.

51. This Act or anything therein contained shall not prejudice or affect any preference or priority in the payment of interest or dividend on any other shares or stock which shall have been granted by the Company in pursuance of, or which may have been confirmed by any previous Act of Parliament, or which may otherwise be lawfully subsisting, or any dividend on any Midland Railway debenture stock.

Power to borrow on mortgage.

52. The Company may from time to time borrow on mortgage any sum not exceeding in the whole nine hundred and thirty-three thousand pounds, in addition to the sums which they are or may be authorised 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 authorised 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 authorised 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

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the persons or corporations to whom the same were issued, or their executors, administrators, or assigns, and that such persons or corporations, or their executors, administrators, or 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 in reference to such capital has been given, which certificate shall be sufficient evidence thereof.

Repealing provisions of former Acts with respect to appointment of a receiver.

53. Every provision in any Act passed before the present session of Parliament, whereby the Company is authorised to raise by borrowing money for the purposes of their undertaking, with respect to the appointment of a receiver for enforcing payment by the Company of arrears of principal money, or principal money and interest, shall be and the same is hereby repealed, but without prejudice to any appointment which may have been made, or to the continuance of any proceedings which may have been commenced, prior to the passing of this Act under any such provision.

For appointment of a receiver.

54. The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver; and in order to authorise the appointment of a receiver in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Existing mortgages to have priority.

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

Application of moneys.

56. All moneys raised under this Act, whether by shares, debenture stock, or borrowing, shall be applied to the purposes of this Act and to the general purposes of the undertaking of the Company, and to no other purpose.

Company may apply corporate funds.

57. 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 authorised to raise by any of their Acts, and which are not required for the purposes to which they are by those Acts made specially applicable.

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Saving rights of North-eastern Railway Company.

58. Except as by this Act expressly provided, this Act, or anything herein contained, shall not take away, diminish, alter, or prejudice any of the rights, powers, privileges, or authorities of the North-eastern Railway Company.

Interest not to be paid on calls paid up.

59. The Company shall not, out of any money by this Act authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him; but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act, 1845.

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

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

Railways not exempt from provisions of present and future general Railway Acts.

61. Nothing in this Act contained shall exempt the railways 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, authorised to be taken by the Company.

Expenses of Act.

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

SCHEDULES referred to in the foregoing Act. A.D. 1873.

FIRST SCHEDULE.

Heads of Agreement made this 12th day of December 1872, between The Wolverhampton, Walsall, and Midland Junction Railway Company (herein-after called "the Wolverhampton Company") on the one hand, and The Midland Railway Company (herein-after called "the Midland Company") on the other hand.

1. These heads to be subject to the sanction of Parliament.

2. The Wolverhampton Company, at their own expense and to the reasonable satisfaction of the engineer of the Midland Company, shall make and complete the railways and works authorised by the Wolverhampton, Walsall, and Midland Junction Railway Act, 1872, and the proposed additional junction with the Midland line at or near Castle Bromwich (and all of which are herein-after comprised under the name "the Wolverhampton Railway"), in all respects equal in quality to those of the South Leicestershire Railway, except that the masonry is not to be faced with blue bricks. If the Wolverhampton Company are dissatisfied with the decision of the Midland Company's engineer with respect to the construction and completion of the said railway, they may require a reference to the standing arbitrator herein-after named, whose decision shall be final. The contract shall provide for the maintenance of the said railway and works by the contractor for one year after the opening of the line for public traffic.

3. After the Wolverhampton Railway or any part thereof forming a connexion with the Midland Railway or South Staffordshire Railway is authorised to be opened for public traffic, the Midland Company shall immediately and for ever afterwards at their own expense maintain, manage, man, stock, work, and use the said railway, and work and use the same so as properly to develop and accommodate not only the through traffic for which the Wolverhampton Railway will form part of the shortest and most convenient route, but also the local traffic of the district to be served by the said railway.

4. The Midland Company shall pay all expenses of management, taxes, rates, and all other landlord and tenant's charges and outgoings, except rentcharges for land on which the line is constructed, chief rents, tithe, tithe rentcharges, and land tax.

5. The Midland Company shall receive one hundred pounds per annum by half-yearly payments for their passenger station accommodation at Nether Whitacre and Castle Bromwich.

6. The Wolverhampton Company shall account to the Midland Company for all receipts of the Wolverhampton Company from all traffic sources, all tolls

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from third parties to be as between the Wolverhampton Company and the Midland Company estimated at maximum rates in all cases in which such maximum rates can be demanded, unless otherwise agreed.

7. Fifty per centum of the gross receipts arising in respect of the Wolverhampton Railway shall be retained by the Midland Company for their own benefit, and the remaining fifty per centum thereof shall be paid to the Wolverhampton Company for their own benefit by equal half-yearly payments, the first of which shall be made at the expiration of six calendar months from the opening of the said railway as aforesaid, it being hereby agreed that (with the exception of cartage and boatage charges, which shall be deducted before division) the gross receipts subject to the operation of this clause shall comprise as well the tolls and rates of charge for all descriptions of traffic as all mileage rates for through traffic and terminal charges due to the Wolverhampton Railway, according to the practice from time to time of the Railway Clearing House, upon all local or through traffic loaded or delivered upon the Wolverhampton Company's line or the stations thereof.

8. The amount to be paid to the Wolverhampton Company in respect of their fifty per centum of the divisible receipts shall never be less than a minimum equal to twenty-five pounds per week for every mile of the Wolverhampton Railway after the same has been opened throughout for public traffic.

9. The division of the gross receipts shall be made half-yearly and accounts rendered and balanced half-yearly.

10. The Midland Company shall keep all proper accounts and vouchers, and afford proper inspection thereof to the Wolverhampton Company, with power to make copies.

11. All rentcharges payable for land used for the construction of the Wolverhampton Railway, stations, works, and conveniences, and the interest on bonds or debentures of the Wolverhampton Company, shall be a first charge on the gross receipts, and be paid thereout by the Midland Company, the same to be repaid to them by the Wolverhampton Company out of their proportion of the divisible receipts from time to time; and in case of any deficiency in such proportion in any half-year, the amount of such deficiency, with interest at five per cent. thereon from the day of payment, shall be a charge on any moneys payable to the Wolverhampton Company by the Midland Company in any subsequent half-year.

12. If at any time the Midland Company shall be of opinion that additional works are required for the development of the traffic on the Wolverhampton Railway, they may at their own expense, after giving three calendar months notice in writing to the Wolverhampton Company of the extent and probable expense of such additional works, execute the same, which works shall thenceforth be considered as part of the Wolverhampton Railway, and, if necessary, the Midland Company may at their own expense apply to Parliament for any further powers requisite for such purpose, and they may deduct out of the fifty per centum of the divisible receipts payable as before provided to the Wolverhampton Company half-yearly a sum after the rate of five per cent. per annum on the cost of such additional works as shall consist of land or permanent way, and six per cent. per annum on such parts as shall consist of buildings or erections: Provided always, that if any question shall arise between the Companies as to the expediency of such additional works, or as to the amount of the

expenditure by the Midland Company on the same, it shall be determined by arbitration under the thirteenth Article of this agreement: Provided also, that the Wolverhampton Company shall be at liberty themselves to execute the additional works (if any) required under this Article, any question as to the same being referred to arbitration as herein-after provided.

13. All differences arising between the Wolverhampton Company and the Midland Company, and all questions as to the carrying into effect of the provisions of these heads of agreement, shall be determined by arbitration under the Railway Companies Arbitration Act, 1859, by a single arbitrator to be, if not agreed upon, appointed by the Board of Trade, with ample powers.

The common seal of the Wolverhampton, Walsall, and Midland Junction Railway Company was affixed hereto in the presence of

HENRY H. FOWLER,
Secretary.

The Seal of the Wolverhampton, Walsall, and Midland Junction Railway Company.

The common seal of the Midland Railway Company affixed hereto in the presence of

JNO. MOORE,
Assistant Secretary.

The Seal of the Midland Railway Company.

SECOND SCHEDULE.

AN AGREEMENT made the twenty-fifth day of May one thousand eight hundred and seventy, between THE GREAT EASTERN RAILWAY COMPANY (herein-after called "the Great Eastern Company") of the first part, THE MIDLAND RAILWAY COMPANY (herein-after called "the Midland Company") of the second part, and THE TOTTENHAM AND HAMPSTEAD JUNCTION RAILWAY COMPANY (herein-after called "the Tottenham Company") of the third part.

WHEREAS by the Tottenham and Hampstead Junction Railway Act, 1862, (herein-after called "the Act of 1862,") the Tottenham Company were incorporated, and among other things authorised to make and maintain the several railways therein described as railways No. 1, No. 2, No. 3, and No. 4 respectively, which said several railways are herein-after referred to as "the main line:"

And whereas by the Tottenham and Hampstead Junction Railway Act, 1865, (herein-after called "the Act of 1865,") the Tottenham Company were authorised to make and maintain the branch railways therein described as railways A and B, and herein-after referred to as "the Midland Junctions:"

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And whereas by the same Act of 1865 the Tottenham Company on the one hand, and the Great Eastern Company and the Midland Company (herein-after called "the two Companies") on the other hand, were authorised from time to time to enter into and carry into effect agreements with the two Companies jointly, or with each or either of them separately, with respect to all or any of the following purposes; that is to say, the managing, maintaining, and repairing by the contracting Companies, or any of them, of all or any part of the Company's railways, works, and conveniences authorised by the Act of 1862 and the Act of 1865 respectively, the working and using by the contracting Companies, or any of them, of all or any part of the said railways, works, and conveniences, the supplying by the contracting Companies, or any of them, of rolling and working stock, the regulating by the contracting Companies, or any of them, of any traffic on the said railways, and the apportioning between the contracting Companies of all or any of the traffic, the fixing, levying, and receiving by the contracting Companies, or any of them, of tolls, fares, rates, and charges on the railways, or any of them, the apportionment between the contracting Companies of any tolls, rates, fares, and charges on the said railways, or any of them, the payment by any of the contracting Companies to any other or others of them of any fixed or contingent rent, the appointment and regulation by the contracting Companies of a joint committee for carrying the respective agreements into effect:

And whereas the main line has been completed and opened for public traffic, but neither of the north or south junctions A and B with the Midland Railway has been constructed, but the Midland Company have at their own expense constructed a junction line between their main line and the main line of the Tottenham Company, which is herein-after referred to as the substituted junction, and a Bill is now pending in Parliament to authorise the abandonment of the said north and south junctions A and B:

And whereas it hath been agreed that the lines of the Tottenham Company shall be worked under one management by the Great Eastern and Midland Companies as herein-after mentioned:

Now these presents witness, that in consideration of the mutual covenants and agreements herein-after contained, the Tottenham Company do hereby covenant with the Midland and Great Eastern Companies, and each of them, that they will obey, fulfil, and perform all the covenants, provisions, and obligations to be by them obeyed, fulfilled, and performed. And the Midland Company and the Great Eastern Company do covenant with each other, and jointly and severally covenant with the Tottenham Company, that they and each of them will obey, fulfil, and perform all the covenants, provisions, and obligations to be by them or one of them obeyed, fulfilled, or performed, and do severally covenant with the Tottenham Company that they respectively will obey, fulfil, and perform all the covenants, provisions, and obligations to be by them respectively obeyed, fulfilled, and performed; that is to say,

1. The Great Eastern and Midland Companies will at all times hereafter, or until the determination of this agreement as herein-after mentioned, at their own risk, cost, and expense, maintain, renew, uphold, manage, man, and stock, work, and use the lines and works of the Tottenham Company, including all stations and signals, except junction signals, (as to which junction signals the

ordinary regulations adopted by railway companies shall apply,) and shall use and work the said lines and works so as to properly develop not only the through traffic, but also the local traffic of the district served by the railways: Provided always, that nothing herein or in this agreement contained shall be construed to bind the Great Eastern and Midland Companies, or either of them, to pay, deal with, or satisfy the claims of any unpaid landowners or other creditors of the Tottenham Company.

2. If the Midland and Great Eastern Companies, or either of them, shall at any time be of opinion that additional station works, not being junctions or junction sidings, are required for the proper development of the traffic on or over the Tottenham line, they shall give one month's notice in writing under the hand of the secretary of one of the said Companies to the Tottenham Company of their desire that such works shall be executed, and thereupon the Tottenham Company shall be at liberty to execute the said works upon undertaking to execute and complete them to the satisfaction of the Great Eastern and Midland Companies, but if they shall not so undertake within the said period, then the latter Companies, or either of them, may at their own cost construct such additional works as may appear to be reasonably required for the purposes of the traffic, charging the Tottenham Company with five per cent. per annum on the outlay until the repayment by the Tottenham Company of the principal money so expended.

3. The Great Eastern and Midland Companies shall have and be entitled during the continuance of this agreement to all the rights and powers of the Tottenham Company to make and levy charges, rates, and tolls under that Company's special Acts, or any of them, and all other the powers, rights, and privileges of the Tottenham Company under those Acts, or any Act in force for the time being with regard to railways, so far as they relate to or arise out of the user or working of the said railways respectively, and the rates payable for traffic thereon, and for any of the services performed or accommodation found in respect thereof, and so that the Great Eastern and Midland Companies may use the name of the Tottenham Company for the purpose of exercising or enforcing such rights, powers, and privileges, nevertheless indemnifying and saving harmless the Tottenham Company in that behalf, but nothing herein or in this agreement contained shall authorise or empower the Great Eastern and Midland Companies, or either of them, to exercise any of the powers and rights of the Tottenham Company to raise capital by shares, loan, or otherwise, without the consent in writing of the Tottenham Company and signified in writing under the hand of their secretary.

4. The Great Eastern and Midland Companies respectively will at all times hereafter in the management, working, user, maintenance, and repair of the said Tottenham Railways, and the stations, works, and conveniences thereof, well and truly in all respects perform and observe all the obligations, provisions, and requirements whatsoever comprised in any Act or Acts of Parliament, whether general or local, relating to or affecting the management, working, user, maintenance, and repair of the said railways, and will bear and observe and perform all other obligations or liabilities relating thereto, and fully and effectually indemnify the Tottenham Company from and against all penalties, damages, losses, or expenses whatsoever in relation to or in respect of such management,

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working, user, maintenance, and repair, and will also indemnify and save harmless the Tottenham Company against all damage, loss, or expense, and all claims or demands that shall at any time arise or be caused by reason of the carelessness, negligence, or inefficiency of any of the clerks, officers, and servants employed by those Companies or either of them on the Tottenham Railways, or by reason of any negligence or imperfect performance or conduct of the traffic and business of the said railways, or by reason of the defective condition or want of repair of any of the Tottenham Company's lines, or any of the works, machinery, stock, or appliances upon or used in connexion therewith.

5. It shall be lawful for the Tottenham Company at all or any times hereafter to let, sell, or otherwise use or dispose of for their own benefit all lands and property not required for the efficient working of or management of the traffic on the said railways respectively, or generally for the benefit thereof, and in case of difference on the question whether any such lands or property are or may be required for that purpose, the matter shall be referred to and determined by arbitration as herein-after provided.

6. The word "traffic" whenever used in the agreement shall mean and include all passengers, small parcels, animals, goods, minerals, and other traffic whatsoever transmitted or conveyed on the Tottenham Railway or any part thereof. The words "local traffic" shall mean traffic arising at any station on the Tottenham Railway, and destined for some other station on the Tottenham Railway. The words "through traffic" shall mean the traffic arising at a station on the Tottenham Railway, and destined for a station on the railway of some other Company, or arising at a station on the railway of some other Company and destined for a station on the Tottenham Railway, and the traffic passing over the Tottenham Company's lines to or from any other Company or system of railway.

7. The conduct of the traffic and staff of the line shall be under the control and management of the Midland and Great Eastern Companies.

8. The staff shall be appointed by the Midland and Great Eastern Companies. The general and stationery stores and all supplies shall be provided, and the maintenance and renewal of way, stations, and telegraphs shall be performed by either the Midland or Great Eastern Company separately, or by the Midland and Great Eastern Companies jointly (as may be agreed between them), at cost price.

9. The Midland and Great Eastern Companies shall pay to the Tottenham Company fifty-four per cent. on the rates and fares charged for "local traffic" after deduction of paid-ons, Government duty on passenger traffic, and cartage expenses on goods charged at cartage rates, but without any further deduction whatever, and on "through traffic" the following net sums, viz. :—

On goods charged at cartage rates - - -	6*d.* per ton.
On goods charged at station to station rates - -	4*d.* „
On ale - - - - - -	3*d.* „
On articles embraced in the mineral class of the Clearing House classification, except coal, coke, and lime - - - - - -	3*d.* „
On coal, coke, and lime - - - -	2*d.* „
For every parcel in passenger trains - - -	1*d.* „

For live stock, including horses in cattle trucks -	1*s.* 6*d.* per truck load according to Clearing House regulations.
On passengers, horses, carriages, and dogs conveyed in passenger trains, and on every other description of traffic not specified as above - - - -	54 per cent. of an actual mileage proportion of the through rates and fares actually charged after deduction of Government duty on passenger traffic.
On rents or moneys received in respect of bookstalls, advertisements, refreshment and cloak rooms, or of wharves or depôts, or of or from any other article or thing not included under the above heads -	54 per cent. of the gross receipts, without any deduction whatever.

10. Each of them, the Great Eastern and Midland Companies, shall contribute towards the costs and expenses of maintenance and renewal of way, stations, signals not being junction signals, and works, staff, stores, rates, taxes, and all other outgoings whatever, (except chief rents (if any), land tax, and all other landlord's taxes and payments, which shall be paid by the Tottenham Company), in rateable proportion to the amount payable by them respectively to the Tottenham Company under clause 9 in each and every half-year.

11. The land tax and all burthens of the like nature on the lands forming the lines of the Tottenham Railway shall be redeemed by the Tottenham Company as provided in clause 10.

12. The Great Eastern and Midland Companies will bear and pay, except as is otherwise provided by these presents, all rates, taxes, and outgoings, and all other expenses of or incidental to the maintenance, user, working, and traffic of the said railways and usually paid out of or chargeable to revenue, except the property or income tax for the time being payable in respect of the payments to be made to the Tottenham Company by the Great Eastern and Midland Companies under these presents, and also except such outgoings and payments as by the clause next herein-after contained it is stipulated are to be borne and paid by the Tottenham Company.

13. The Tottenham Company will bear or satisfy all rentcharges (if any) created or to be created, and all capital money to be secured by the debentures, mortgages, or bonds of the Tottenham Company, also all other capital charges and debts of the Company, and the interest in respect of the same respectively, to which the said railways or any part thereof shall at any time be subject.

14. In the event of any Company other than the Midland or Great Eastern running over the Tottenham Company's lines or any of them, fifty-four per cent. of the tolls charged shall be credited to the Tottenham Company, and the other forty-six per cent. shall be applied in reduction of cost of maintenance, staff, &c. named in clause 10.

15. The tolls, rates, and charges to be charged and levied in respect of local traffic shall, subject to the provisions of the special Acts, from time to time be fixed by a joint committee of the three Companies parties hereto, consisting of three directors of the said Companies, one of whom shall be nominated by the Tottenham Company, another by the Great Eastern Company, and the third by the Midland Company; and if the joint committee so appointed shall at any time be unable to agree upon the tolls, rates, and charges to be so charged and levied as aforesaid, the question shall be submitted to any one person agreed

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upon by the three Companies, or in case they cannot so agree, then to an arbitrator to be appointed upon the application of either Company to the Board of Trade, and the decision or recommendation of the referee shall be binding upon the three Companies, and all necessary acts shall be done by the Companies respectively as the case may require for giving effect to such decision or recommendation.

16. The Midland and Great Eastern Companies, or either of them, may have their own booking clerks and cartage agents at any of the stations on the Tottenham Railway, if they so desire.

17. Subject to the provisions of this agreement, the Midland and Great Eastern Companies shall be at liberty to agree between themselves as to the working of the local traffic.

18. Proper and regular books of account, such as are usually kept by railway companies in relation to their traffic, and to the receipts or divisible proportions of receipts, shall at all times be kept by the Midland and Great Eastern Companies respectively, in relation to the traffic carried upon the said railways, and to the gross receipts of the same, and such accounts and all documents and vouchers necessary for the verification of the same shall at all reasonable times be open to the directors and officers of the Tottenham Company to examine and take copies thereof; and the Great Eastern and Midland Companies shall respectively transmit to the Tottenham Company on or before the last day of every month accurate accounts of all local and through traffic carried during the preceding month, and accountable for by the said railway companies respectively, in which the Tottenham Company is interested, and such accounts shall show in the case of local traffic the quantities of traffic of every description, the gross receipts therefrom, and the amount due to the Tottenham Company in respect thereof, and in the case of through traffic the quantity of traffic claimable under each head of clause 9 of this agreement and the amount or mileage proportion due to the Tottenham Company in respect thereof; and the said Companies shall also, upon or before the thirty-first day of January and the thirty-first day of July in every year, transmit to the Tottenham Company summaries of the accounts of the traffic and receipts of the previous half-year; and each of them the Great Eastern and Midland Companies respectively, shall, within forty-five days after the end of every half-year, pay over to the Tottenham Company the amount appearing to be due to them from the Company so paying the same on such half-yearly accounts, and shall whenever thereunto reasonably required by the Tottenham Company duly verify every such last-mentioned account.

19. If the Tottenham Company shall dispute the accounts rendered by either of the other Companies parties hereto of the traffic of any half-year, or shall claim in respect thereof a larger sum than they are credited with in such accounts, and shall give notice of such dispute or claim to the Company whose accounts are called in question within two calendar months after the receipt of such accounts, such dispute or claim shall be settled by arbitration, but the amount, if any, admitted in the said account to be due to the Tottenham Company shall notwithstanding be paid as herein provided within forty-five days of the expiration of the half-year in respect of which the same is due.

20. If by reason of any action, suit, or proceeding at law or in equity brought by any person or company whomsoever against the Tottenham Company, or against the Great Eastern Company or the Midland Company, or by reason of any decree or order of any court of law or equity, the Great Eastern Company or the Midland Company shall be interrupted or disturbed in the possession of the said railways, or any part of them, or be prevented or impeded in the due management and working thereof, then from the time of such interruption, disturbance, or obstruction this agreement shall cease and determine, except so far as may be necessary for the settlement of accounts between the Companies, and the Great Eastern and Midland Companies shall thenceforward cease to work, use, and maintain the said railways and every part of them.

21. All questions which may arise between the said Companies parties hereto, or any or either of them, as to the construction, intent, or effect of this agreement, or any clause thereof, or upon or with respect to the carrying the provisions of these presents or any of them into effect, or upon any matter arising out of the same respectively, shall, as and when they arise, be settled and determined by arbitration in the manner (so far as applicable) provided by the Railway Companies Arbitration Act, 1859, as to references of disputed questions to arbitration, and all the clauses of the said Act with reference to the settlement of disputes by arbitration, so far as they may be applicable, shall be taken as part of this agreement, and as if the same had been specially inserted herein.

In witness whereof the said Companies parties to these presents have hereunto affixed their respective common seals the day and year first above written.

The common seal of the Great Eastern Railway Company was hereunto affixed in the presence of

W. H. Shaw,
Solicitor,
Bishopsgate Station.

L.S.

The seal of the Midland Railway Company was affixed hereto in the presence of

James S. Beale,
Solicitor,
10, Park Street, Westminster.

L.S.

The seal of the Tottenham and Hampstead Junction Railway Company was affixed hereto in the presence of

Wm. Hussey,
Pro Secretary.

L.S.

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SUPPLEMENTAL AGREEMENT.

Agreement made this twentieth day of December one thousand eight hundred and seventy-one, between The Great Eastern Railway Company (herein-after called "the Great Eastern Company") of the first part, The Midland Railway Company (herein-after called "the Midland Company") of the second part, and The Tottenham and Hampstead Junction Railway Company (herein-after called "the Tottenham Company") of the third part.

Whereas by an agreement in writing, dated the twenty-fifth day of May one thousand eight hundred and seventy, and made between the same parties as are parties to these presents, the Great Eastern and Midland Companies (herein-after referred to as the two Companies) undertook at their own risk, cost, and expense to maintain, manage, and work the lines and works of the Tottenham Company upon certain terms set forth in the said agreement, and by the 9th section of the said agreement it was provided that the Companies should pay to the Tottenham Company fifty-four per cent. of the rates and fares charged for local traffic after certain deductions as therein mentioned, and on through traffic the net sums and per-centage specified therein: And whereas the financial difficulties of the Tottenham Company are very pressing, and unpaid landowners are taking proceedings with a view to a sale of their respective lands free from the powers and control of the Tottenham Company, and a proposition hath been made on the part of that Company that, in consideration of the benefit which the two Companies will derive from the settlement of the financial difficulties of the Tottenham Company, and the preservation of that line for the purposes of traffic, the two Companies should, as from the first day of January one thousand eight hundred and seventy-one, secure the interest payable on the debentures of the Tottenham Company now existing or hereafter to be issued, which they have agreed to do in the manner and upon the terms herein-after expressed: Now these presents witness that for the considerations aforesaid it is hereby agreed by and between the parties hereto as follows:

1. The interest on debentures now issued or hereafter to be issued by the Tottenham Company under their Acts of Parliament shall, as from the first day of January one thousand eight hundred and seventy-one, be a first charge on the gross receipts of the Tottenham line, and shall be paid thereout by the two Companies, and the amounts so paid shall be repaid to them by the Tottenham Company from time to time out of their proportion of the divisible receipts and other their net receipts from all sources.

2. The Great Eastern Company and the Midland Company do hereby further agree between themselves, that in the event of the proportion of divisible receipts due to the Tottenham Company and other the net receipts of the said Company from all sources in any year being insufficient to repay the sums paid by the two Companies in that year on account of interest on the debentures of the Tottenham Company, such deficiency shall be borne by the two Companies

respectively in proportion to the amounts respectively payable by them to the Tottenham Company for traffic in that year.

3. The gross receipts of the Tottenham Company within the meaning of this agreement include the payments to be made to that Company by the Companies under the herein-before recited agreement of the twenty-fifth day of May one thousand eight hundred and seventy, together with all other receipts from rents or other sources which may from time to time accrue to that Company, and also such a proportion of the receipts in respect of all traffic on that line as under the said agreement of the twenty-fifth day of May one thousand eight hundred and seventy are retained by the two Companies for their working expenses.

4. This agreement shall be considered as supplemental to the herein-before recited agreement of the twenty-fifth day of May one thousand eight hundred and seventy.

In witness whereof the said Companies have hereunto affixed their respective common seals the day and year first above written.

Sealed with the common seal of the Great Eastern Railway Company in the presence of

J. B. Skeggs,
Clerk to W. H. Shaw,
Solicitor,
Bishopsgate Station.

The Seal of the Great Eastern Railway Company.

The common seal of the Midland Railway Company was affixed hereto in the presence of

James S. Beale,
Solicitor,
28, Great George Street,
Westminster.

The Seal of the Midland Railway Company.

Sealed with the common seal of the Tottenham and Hampstead Junction Railway Company, in the presence of me

Howard Lankester,
Secretary.

The Seal of the Tottenham and Hampstead Junction Railway Company.

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