CHAPTER cli.

An Act for conferring new and revived and extended powers upon the Midland Railway Company for the construction of railways and other works and the acquisition of lands; for vesting in the Company the undertaking of the Keighley and Worth Valley Railway Company; for amending the Acts relating to the Company, and to the lessees of the North and South-western Junction Railway; for raising further capital; and for other purposes. A.D. 1881.

[18th July, 1881.]

WHEREAS it is expedient that the Midland Railway Company (in this Act called the Company) should be empowered to construct the new railways and other works and exercise the other powers in this Act mentioned and also to acquire additional lands for the purposes of this Act and for extending their stations sidings warehouses engine-sheds workshops coal depôts and other works and conveniences for the accommodation of their traffic and for other purposes connected with their undertaking:

And whereas it is expedient that the powers granted by the Midland Railway (Additional Powers) Act 1875 for the completion of the Ashwell Branch by that Act authorised should be revived: 38 & 39 Vict. c. cxi.

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

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this Act referred to as the deposited plans sections and books of reference respectively:

And whereas since the said plans and sections were deposited it has been found expedient for the purpose of avoiding interference with the Jewish burial ground at Birmingham that an alteration of the railway herein-after called the Birmingham West Suburban New Street Extension should be authorised and an amended plan and section of that alteration and a book of reference to that plan have been deposited with the clerk of the peace for the county of Warwick in which county the said alteration will be situated:

And whereas it is expedient that further powers should be conferred upon the Company with respect to the sale lease or other disposal of lands acquired by them which are not or eventually may not be required for the purposes of their undertaking:

43 & 44 Vict. c. cxlvi.

And whereas portions of the Belsize Second Tunnel authorised by the Midland Railway (Additional Powers) Act 1880 will be constructed so as not to necessitate any disturbance of the surface soil and it is expedient that the Company should be empowered to construct the same without being obliged to purchase the surface of the land over the said tunnel:

39 & 40 Vict. c. cxlv.

And whereas it is expedient that the period limited by the Midland Railway (New Works &c.) Act 1876 for the completion of the Masborough South Curve and the Rushton and Bedford Widening Deviation respectively by that Act authorised should be extended:

40 & 41 Vict. c. lii.

And whereas it is expedient that section twenty-seven of the Midland Railway New Works Act 1877 relating to the new road or street between Rimrose Road and Regent Road therein described should be amended:

14 & 15 Vict. c. lvii.

And whereas it is expedient that section thirteen of the Midland Railway (Capital) Act 1851 should be repealed:

And whereas it is expedient that further and better provision should be made with respect to the proceedings of the joint

34 & 35 Vict. c. cxcii.

committee acting in pursuance of the North and South-western Junction Railway Act 1871:

And whereas the railway of the Keighley and Worth Valley Railway Company is under the authority of Parliament worked by the Company and it is expedient that the undertaking of that Company should be transferred to and vested in the Company:

And whereas it is expedient that further provision should be made with reference to the tolls to be taken by the Company for the carriage of coal and other articles in waggons provided by them:

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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 also for the making and enlargement of stations sidings warehouses engine-sheds workshops coal depôts and other works and conveniences for the accommodation of the increased and increasing traffic on their railways and for completing the purchase of lands and buildings for any of the above-mentioned purposes and for providing additional plant and rolling-stock block and interlocking signals and for the general purposes of their undertaking:

And whereas the objects of this Act cannot be effected without the authority of Parliament:

May it therefore please your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

Short title.

1. This Act may be cited for all purposes as the Midland Railway (Additional Powers) Act 1881.

Incorporation of General Acts.

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

The Lands Clauses Consolidation Acts 1845 1860 and 1869; 8 & 9 Vict. c. 18.

The Railways Clauses Consolidation Act 1845; 23 & 24 Vict. c. 106.

Part I. (relating to the construction of a railway) and Part II. (relating to extension of time) and Part V. (relating to amalgamation) of the Railways Clauses Act 1863; 32 & 33 Vict. c. 18.

The provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters namely: 8 & 9 Vict. c. 20.

The transfer and transmission of shares; 26 & 27 Vict. c. 92.

The payment of subscriptions and the means of enforcing the payment of calls; 8 & 9 Vict. c. 16.

The forfeiture of shares for nonpayment of calls:

The remedies of creditors of the Company against the shareholders;

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

The conversion of borrowed money into capital;

The consolidation of shares into stock; and

Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863. 26 & 27 Vict. c. 118.

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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 by this Act authorised;

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;

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

Power to make new railways.

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

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

(Shipley New Curve.)

1. The Shipley New Curve (one furlong and eight chains in length) commencing and terminating in the township of Shipley in the parish of Bradford in the west riding of the county of York by junctions with the Company's main line of railway;

(Bootle Goods Branch Deviation.)

2. The Bootle Goods Branch Deviation (one mile three furlongs seven chains and four yards in length) commencing in the township and parish of Walton-on-the-Hill in the county of Lancaster and terminating in the township of Bootle-cum-Linacre in the same parish by junctions with the Bootle goods

branch of the Company authorised by the Midland Railway (Additional Powers) Act 1880;

(Liverpool Commercial Road Branch.)

3. The Liverpool Commercial Road Branch (seven furlongs and three chains in length) commencing in the township of Kirkdale in the parish of Walton-on-the-Hill in the county of Lancaster by a junction with the North Liverpool Railway of the Cheshire Lines Committee and terminating in the township and parish of Liverpool in the same county in a piece of land belonging to the Company and lying between the Leeds and Liverpool Canal and the East Lancashire Railway of the Lancashire and Yorkshire Railway Company south of Lightbody Street and the New Cut of the Leeds and Liverpool Canal;

(Birmingham West Suburban New Street Extension.)

4. The Birmingham West Suburban New Street Extension (one mile six chains and eleven yards in length) commencing in the parish of Birmingham in the county of Warwick at or near the engine turntable at the west end of the New Street Station of the London and North-western Railway Company and terminating in the parish of Edgbaston in the same county by a junction with the Company's Birmingham West Suburban Railway;

(Birmingham West Suburban Railway Widening and Deviation.)

5. The Birmingham West Suburban Railway Widening and Deviation (two miles four furlongs five chains and eleven yards in length) commencing in the parish of Edgbaston in the county of Warwick by a junction with the Birmingham West Suburban Improvement Railway authorised by the Midland Railway (Additional Powers) Act 1879 and terminating in the parish of Kings Norton in the county of Worcester by a junction with the Company's Bristol and Birmingham Railway; 42 & 43 Vict. c. cviii.

(Hendon Crossing.)

6. The Hendon Crossing (one mile six furlongs and nine chains in length) situate wholly in the parish of Hendon in the county of Middlesex commencing and terminating by junctions with the Company's main line of railway.

Protection of Jewish burial ground in Birmingham.

5. Notwithstanding anything in this Act contained the Birmingham West Suburban New Street Extension shall not be constructed according to the deposited plans and sections between the points marked respectively M and N on the said amended plan and section but shall be constructed according to the line and levels shown on the said amended plan and section and in exercising the powers of this Act the Company shall not take or interfere with the Jewish burial ground and appurtenances numbered respectively on the deposited plans 311 313 and 314 in the parish of Birmingham:

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Provided always that the powers by this Act conferred upon the Company for the compulsory purchase or taking of lands for the purpose of the deviation of the Birmingham West Suburban New Street Extension as shown upon the said amended plan shall not extend to any lands belonging to Joseph and Thomas Davenport which the Company could not have so purchased or taken for the purpose of the said extension if the same had been authorised to be constructed as shown upon the deposited plans.

Provisions as to construction of Bootle Goods Branch Deviation.

6. In the construction of the Bootle Goods Branch Deviation (in this section called the Deviation) the following provisions shall be observed and have effect:—

(1) Notwithstanding anything in this Act contained the Deviation shall be constructed wholly in tunnel (the crown of the arch of the said tunnel being at no place except west of Linacre Road less than five feet below the upper surface of the ground) between a point measuring sixty-six yards on the eastern side of the Leeds and Liverpool Canal shown on the deposited plans and the point measuring seventy-eight and a half chains from the commencement of the deviation as shown on the said deposited plans:

(2) The Company shall also at their own expense and in a complete and substantial manner form between Linacre Road and the Leeds and Liverpool Canal in the line of and above the said tunnel a new road of the width of fifty-four feet and they shall also construct all necessary retaining walls on each side of the said road and fence in such road on each side thereof with substantial brick or stone fence walls not less than five feet six inches in height from the upper surface of the road:

(3) The Company shall also at their own expense and in the position after mentioned construct and maintain under the said road a flat girder bridge over a subway to be provided by the Company for the use of the Liverpool United Gaslight Company exclusively which bridge and subway respectively shall be not less than twenty-one feet wide in the clear and have a clear headway of not less than ten feet under the iron girders of the said bridge and the centre of such girder bridge shall be at a point two hundred and nine feet from the eastern boundary of the land belonging to the Liverpool United Gaslight Company and shall be used to form a communication between the lands of the said gas company lying on each side of the said intended new road:

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(4) In constructing the said tunnel where the same passes under the Leeds and Liverpool Canal the Company shall build on either side of the canal the foundations of a bridge which it is intended shall be hereafter constructed over the said canal of fifty-four feet in width and they shall build up such foundations on the easterly side of the canal to the height of two feet above the water level of the canal and on the westerly side to the height of ten feet above such level:

(5) The following bridges shall simultaneously with the construction of the Bootle Goods Branch and the Deviation be constructed by the Company and they shall hereafter be maintained by them in both cases at their own expense at the points measured on the deposited plans from the commencement of the Deviation herein-after specified or at some other point within one hundred yards of the same respectively to be named by the agent for the time being of the Earl of Derby viz. An over bridge forty-eight feet wide at twenty-nine chains A bridge forty-five feet wide at forty-three chains and a half A bridge forty-eight feet wide at fifty-eight chains A bridge under Washington Street thirty-six feet wide between the parapets A bridge twenty-six feet wide to carry the road No. 78 on the plan across the Deviation A bridge forty-five feet wide to be constructed in a line parallel with Irlam Road at a point four chains to the east thereof all of which bridges shall be constructed in the line of the roads or streets intended to be carried over or across the railways:

(6) The bridge which shall be constructed for the purpose of carrying Stanley Road over the Deviation shall be of the full width of such road:

(7) In constructing the Deviation through that part of the lands of the Earl of Derby which lies between the Leeds and Liverpool Canal and Linacre Road no lateral or vertical deviation whatever shall be made from the centre line as shown on the deposited plans without the consent of the said Earl of Derby or other the owner for the time being of the said lands and also of the said Liverpool United Gaslight Company and in constructing the Deviation through the remaining lands of the said Earl of Derby no deviation shall be made laterally exceeding half a chain from the centre line thereof as shown on the deposited plans, or exceeding three feet vertically from the line shown on the deposited sections without the consent of the Earl of Derby or other the owner for the time being of the said lands and also of the Gas Company:

(8) Effectual provisions shall also be made for maintaining or

extending the existing system of outfall drainage in and through the lands of the Earl of Derby wherever the same is affected or interfered with by the works of the Company:

(9) The whole of the above-mentioned works for the protection and accommodation of the estate of the Earl of Derby shall be carried on constructed and finished to the satisfaction of his engineer:

(10) The Company in the execution of their works shall use all due precautions for protecting the said Liverpool United Gaslight Company's property from injury and shall execute the proposed works between the Canal and Linacre Road simultaneously with the works now in progress by the said Gaslight Company:

(11) The new sewer intended to be made by the Company shall be constructed at the same time as the works of the Deviation itself:

(12) The mains of the said Liverpool United Gaslight Company shall at the expense of the Company be diverted and laid in a new street intended to be formed by the Earl of Derby between Linacre Road and Stanley Road and such other arrangements for diversion and security of the said Gaslight Company's mains and pipes shall be made by and at the expense of the Company as the engineer of the said Gaslight Company shall reasonably require:

Section 9 of 43 & 44 Vict. c. cxlvi. extended to works authorised by this Act and further provision.

7. Section 9 (Provision for the protection of the Corporation of Bootle-cum-Linacre) of the Midland Railway (Additional Powers) Act 1880 shall extend and apply to the Bootle Goods Branch Deviation and the works connected therewith through and in the borough of Bootle-cum-Linacre as if such Deviation and works were authorised by that Act and referred to in that section:

All works authorised or required under the last preceding section of this Act shall so far as they relate to the breaking up or crossing of any streets or highways or to any sewers or drains within the borough of Bootle-cum-Linacre be constructed and carried out under the superintendence and to the reasonable satisfaction of the surveyor for the time being of the mayor aldermen and burgesses of that borough.

Protection of Lancashire and Yorkshire Company.

8. The Company in constructing the Bootle Goods Branch Deviation (in this section called the Deviation) shall be bound by and shall comply with the following provisions for the protection of the Lancashire and Yorkshire Railway Company unless otherwise agreed between the Company and the Lancashire and Yorkshire Railway Company in writing under their respective common seals:

(1) Where the Deviation is intended to be constructed under the Lancashire and Yorkshire Railway at a point about one mile one furlong and seven and a quarter chains from the commencement of the Deviation as shown on the deposited plans and sections the Company shall construct a bridge having on the surface thereof a clear width of at least fifty feet measured on the square between the parapet walls for the maintenance of the Lancashire and Yorkshire Railway over the Deviation :

(2) The existing levels of the Lancashire and Yorkshire Railway at the said point of crossing shall be preserved and not altered without the consent of the Lancashire and Yorkshire Railway Company in writing under their common seal :

(3) The bridge or other works by which the Lancashire and Yorkshire Railway shall be carried over the Deviation as aforesaid and all works and conveniences connected therewith shall be constructed only in such positions of such dimensions and according to such plans elevations sections and specifications as shall be submitted by the Company to the engineer of the Lancashire and Yorkshire Railway Company and approved by him in writing under his hand before any of those works are begun or in case of his refusal or neglect to approve the same within the space of one calendar month after they shall have been submitted to him as shall be settled and determined by an engineer to be appointed by the Board of Trade :

(4) The Company shall at all times maintain the said bridge and all the works connected therewith or affecting the Lancashire and Yorkshire Railway in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer for the time being of the Lancashire and Yorkshire Railway Company and if and whenever the Company fail so to do that Company may make and do in and upon as well the lands and works of the Company as on their own lands and works all such works and things as they may reasonably think requisite in that behalf and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company and in default of full repayment may be recovered with full costs by the Lancashire and Yorkshire Railway Company from the Company in any court of competent jurisdiction :

(5) The Company shall not without in every case the previous consent of the Lancashire and Yorkshire Railway Company in writing under their common seal take use enter upon or interfere with any of the lands railways or works from time to

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time belonging to or in the possession or under the power of that Company except only such parts of their lands as it shall be absolutely necessary for the Company to take use enter upon or interfere with for the purpose of making and maintaining the Deviation as the same is according to this Act to be constructed and the bridge and the works connected therewith as herein-before provided for:

(6) With respect to any land of the Lancashire and Yorkshire Railway Company which the Company is by this Act 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 the Lancashire and Yorkshire Railway Company may 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:

(7) The Company shall not in any manner in the execution of any of their works obstruct or interfere with the free uninterrupted and safe use of the Lancashire and Yorkshire Railway or any traffic thereon:

(8) The Company shall bear and on demand pay to the Lancashire and Yorkshire Railway Company the expense of the employment by that Company during the execution of the works affecting the Lancashire and Yorkshire Railway of a sufficient number of inspectors switchmen and watchmen to be appointed by that Company for watching their railway and its 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 of their contractors or any person or persons in the employ of the Company or of their contractors with reference thereto or otherwise:

(9) 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 the Lancashire and Yorkshire Railway or any of the works connected therewith, shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the Lancashire and Yorkshire Railway Company 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 of the Lancashire and Yorkshire Railway Company by reason of any of the matters or causes aforesaid the Company shall pay to that Company all costs and expenses to which that Company may be put as well as full compensation for the loss and inconvenience sustained by them and shall repay any damages or compensation recovered from them by reason of any such interruption such costs expenses and compensation to be recoverable with full costs by the Lancashire and Yorkshire Railway Company from the Company in any court of competent jurisdiction.

Protection of Leeds and Liverpool Canal Company as to Bootle Goods Branch Deviation.

9. Section 15 of the Midland Railway (Additional Powers) Act 1880 for the protection of the Company of proprietors of the canal navigation from Leeds to Liverpool with reference to the Bootle Goods Branch authorized by that Act and to be abandoned in pursuance of this Act shall apply (mutatis mutandis) to the crossing of the Leeds and Liverpool Canal by the Bootle Goods Branch Deviation by this Act authorised as if the said section 15 were contained in this Act and the expression Bootle Goods Branch Deviation were substituted therein for the expression Bootle Goods Branch.

Protection of Leeds and Liverpool Canal Company as to Liverpool Commercial Road branch.

10. For the protection of the company of proprietors of the canal navigation from Leeds to Liverpool (in this section called the Leeds and Liverpool Canal Company) the following provisions shall have effect (to wit) :—

(1) The Liverpool Commercial Road Branch authorised by this Act (in this section called the said Branch) shall be carried under the canal and towing path works and lands of the Leeds and Liverpool Canal Company in the line and at the point of crossing shown on the deposited plans and (unless with the consent of the Leeds and Liverpool Canal Company under their common seal) not elsewhere :

(2) In carrying the said Branch under the canal towing path works and lands of the Leeds and Liverpool Canal Company the Company shall not otherwise than by agreement with the Leeds and Liverpool Canal Company deviate from the lines of the railway shown on the deposited plans or from the levels or mode of construction shown on the deposited sections :

(3) The Company shall not otherwise than by agreement purchase or take any land of the Leeds and Liverpool Canal Company but the Company may purchase and take and the Leeds and Liverpool Canal Company may and shall sell and grant accordingly an easement or right of using the land

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required for the construction of the said Branch (with not more than two lines of rail) in the line shown on the deposited plans provided that the Company shall not (otherwise than by agreement with the Leeds and Liverpool Canal Company) take an easement in or interfere with any of the properties numbered on the deposited plans 10A 11 12 12A 13 13B and 14 in the parish of Walton-on-the-Hill and township of Kirkdale:

(4) The tunnel and any other work to be made for the purpose of carrying the said Branch under the canal and towing path of the Leeds and Liverpool Canal Company shall be so constructed as to leave a space not less than one foot six inches in the clear measured perpendicularly between the upper surface of the said tunnel or other work and the level of the upper surface of the sill of the upper gate of the first lock of the Branch Canal leading to the Stanley Docks and such tunnel or other work shall be constructed according to plans sections and specifications (showing fully the mode of construction and materials to be used) which shall be submitted for the approval of the engineer of the Leeds and Liverpool Canal Company not less than one month previous to the work being commenced and the same work shall not be commenced until the said engineer shall have approved thereof in writing under his hand:

(5) Nothing herein contained shall prevent the Company from entering upon the lands and works of the Leeds and Liverpool Canal Company when and for such periods as may be necessary for the fulfilment of the Company's obligations under this section:

(6) The Company shall at their own expense maintain the said tunnel and other works in perfect repair at all times unless they abandon the said branch or the portion thereof which passes under the canal, and in either of those cases they shall (if required so to do by the Leeds and Liverpool Canal Company but not otherwise) remove or fill up to the satisfaction of the engineer of that Company the said tunnel or other works at their own expense:

(7) The Company shall make good all damage that may be occasioned to the works or property of the Leeds and Liverpool Canal Company by the construction renewal or want of repair of any of the Company's works but

(A) In every case of pressing necessity and

(B) In every other case if for seven days after notice in writing thereof given to the Company by the Leeds and Liverpool

Canal Company the Company neglect to proceed with due diligence to make good such damage the Leeds and Liverpool Canal Company may if they think fit make good the damage and the amount expended by them in so doing shall be repaid to them by the Company:

(8) If and whenever by an act or omission of the Company any part of the canal or towing path shall be obstructed or rendered dangerous to boats barges or other vessels navigating or using the canal the Company shall pay to the Leeds and Liverpool Canal Company as or by way of ascertained damages the sum of one hundred pounds for every day during which the obstruction or danger shall continue and so in proportion for any less time than a day:

(9) Provided that nothing in this Act contained shall prevent the Leeds and Liverpool Canal Company or any owner of boats or barges from recovering from the Company (in addition to the ascertained damages herein-before mentioned) any special damages that may be sustained by the Leeds and Liverpool Canal Company or such owner in consequence of the stoppage or hindrance of the traffic upon the canal or in consequence of the works to be executed by the Company or by the Leeds and Liverpool Canal Company for the Company under the provisions herein-before contained or by reason of any water oozing or escaping from the canal or on account of any other act or omission of the Company:

(10) If and whenever any damages or other sums payable by the Company to the Leeds and Liverpool Canal Company or to such owner as aforesaid are not paid on demand made on the secretary or clerk of the Company the same may together with costs of suit be recovered against the Company in any court of competent jurisdiction.

(11) All questions and differences which may at any time arise between the Company and the Leeds and Liverpool Canal Company as to the construction or effect of sub-sections (1) (2) (4) (5) or (6) of this section or the performance observance non-performance or non-observance of any of the provisions thereof or any matters connected therewith or consequent thereon shall be determined by an arbitrator to be appointed by the Company and the Leeds and Liverpool Canal Company or (if for fourteen days after the question or difference arises those two companies do not agree upon an arbitrator) by the Board of Trade upon the application in writing of both or either of those companies and the decision of every such arbitrator (by

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whomsoever appointed) shall be binding and conclusive upon both the parties in difference and the costs of the arbitration shall be in his discretion:

(12) Except as is by this Act otherwise expressly provided nothing in this Act contained shall take away lessen prejudice alter or affect any of the rights privileges property powers or authorities of the Leeds and Liverpool Canal Company.

Protection of Corporation of Liverpool.

11. In constructing within the city of Liverpool the Liverpool Commercial Road Branch and the tunnel or covered way and works by this Act authorised in connexion therewith (in this section called the said Branch) the Company shall notwithstanding anything in this Act conform to and observe the following provisions regulations and restrictions for the protection of the mayor aldermen and citizens of the city of Liverpool (in this and the next following section called the Corporation) and the same shall have effect within the said city that is to say:—

(1.) The said Branch so far as the construction thereof interferes with any of the public streets within the city of Liverpool shall be completed before the first day of January one thousand eight hundred and eighty-five and if not so completed then on the expiration of that period the powers by this Act granted to the Company for making and completing the same or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed:

(2.) The tunnel or covered way of the said Branch shall be of such strength and durability as is proper and sufficient for the effectual support of the roadway under which it passes and with sufficient retaining walls against the soil at each side of the line of railway so as to secure all premises situated within the city of Liverpool adjoining or near the said line of railway from damage or injury:

(3.) The Company shall not deviate from the levels of the tunnel or covered way vertically as shown upon the deposited plans and sections so as to be nearer the surface of the street or in any case so that a less space than four feet will intervene between the outer surface of the arch or girder forming the said tunnel or covered way and the surface level of the said street:

(4.) The Company shall not without the consent of the Corporation signified in writing under the hand of the town clerk construct in any street or public place any temporary or permanent ventilating shaft or any other shaft eye or work but shall con-

struct such ventilating shafts or openings into the tunnel or covered way at such places either within or beyond the limits of deviation shown on the deposited plans as shall be approved by the Corporation:

(5.) The Company shall as and when required by the Corporation signified in writing under the hand of the town clerk remove any shaft eye or other works which may with the consent of the Corporation have been constructed in any street or public place and well and sufficiently to the satisfaction of the Corporation restore the surface of such street or public place and maintain in efficient repair the said surface so restored for the period of twelve months to the like satisfaction:

(6.) The Company shall not without the consent of the Corporation under the hand of the town clerk use gunpowder or any other explosive substance in the construction of any portion of the works in the city of Liverpool and the Corporation are hereby authorised to give the required consent subject to such conditions as to them may seem expedient and subject to the payment and satisfaction by the Company of all damages costs and expenses to be sustained or incurred by any person or persons by the use of gunpowder or any other explosive substance such damages to be recovered by action in any court of competent jurisdiction:

(7.) Whenever it may be necessary to intercept or interfere with any existing sewer or drain the Company shall before intercepting or interfering with such existing sewer or drain construct at their own expense according to a plan to be prepared by the city engineer other sewers or drains in lieu of and of not less than equal capacity with the sewer or drain so proposed to be intercepted or interfered with and such substituted sewers or drains shall be connected by and at the expense of the Company with any existing sewers or drains which may be intercepted or interfered with and in such manner as shall be approved of by the Corporation:

(8.) If by reason of the said tunnel or covered way any additional sewers or drains or any increased length or altered dimensions of sewers or drains or any manholes air holes or other works or conveniences connected therewith shall become necessary the same shall be constructed by and at the expense of the Company of such capacity upon such plans and in such manner as shall be approved of by the Corporation:

(9.) If by reason of the said tunnel or covered way the Corporation shall incur any cost in altering any existing sewer or drain

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the Company shall repay to the Corporation such additional cost and the same may be recovered in default of payment in any court of competent jurisdiction :

(10.) Before obstructing or breaking up any street or road in the city the Company shall give to the Corporation seven days notice in writing and the works affecting such street or road shall be done (under the superintendence of the city engineer) by the Company to the reasonable satisfaction of the Corporation :

(11.) The Company shall not without the consent of the Corporation signified in writing under the hand of the town clerk temporarily close any street and passage or place or construct any works or perform any operations which may obstruct the traffic along such street road passage or place :

(12.) Wherever any street road passage or public place shall be temporarily diverted or stopped up or obstructed by the Company in the execution of the works by this Act authorised proper accommodation for the traffic and accesses to property shall be previously provided to the reasonable satisfaction of the Corporation and shall be thereafter during such diversion stopping up or obstruction maintained fenced watched and lighted by the Company to the satisfaction of the Corporation or at the option of the Corporation to be signified at any time and from time to time to the Company by the Corporation at the expense of the Company :

(13.) In all cases where streets roads passages or places are temporarily diverted by the Company with the consent of the Corporation the Company shall provide accommodation for the traffic and access to houses and other places with proper fences and lights to the like satisfaction :

(14.) In every case where the level of any street road passage or public place is authorised to be altered by the Company the portion of such street road passage or public place of which the level shall be altered shall be paved and flagged and in all respects completed at the expense of the Company and to the reasonable satisfaction of the Corporation :

(15.) The Company shall as soon as possible after the execution of the works authorised by this Act re-pave the carriageway and footways of Commercial Road and Vauxhall Road respectively in accordance with a specification to be prepared by the city engineer similar to that now in use for impervious pavements within the city of Liverpool :

(16.) If the Company shall make any doors or openings on or towards any public street at which carts or other vehicles shall

stand for the purpose of delivering in at the said doors or receiving out from the same any goods or merchandise for conveyance by their railways or for delivery they shall before constructing any such doors or openings set back their frontage to the said street for a space of ten feet for the whole distance along which such doors or openings are made in order that carts or other vehicles may stand thereon while receiving or delivering goods at the said doors or waiting to receive or deliver goods without obstructing the existing roadway or street:

(17.) The Company shall not construct any part of any station or any approach thereto or works connected with or for the purposes of a station under upon or over the site of any street within the city of Liverpool without the consent in writing of the Corporation:

(18.) The Company shall not during the construction of their works wholly block up any portion of the streets within the city of Liverpool necessary to be opened up or interfered with in carrying out the provisions of this Act but shall provide a temporary bridge or roadway equal in width to one-half the roadway (including the footways so opened up or interfered with) to the reasonable satisfaction of the Corporation:

(19.) Before the Company shall obstruct or interfere with any existing passage or approach to any dwelling-house or other building which the Company shall not have acquired they shall provide complete and maintain to the reasonable satisfaction of the Corporation a new passage or approach to such dwelling-house or building and so that every such new or altered passage or approach in lieu of a passage or approach open at both ends shall communicate with a public street at both ends thereof:

(20) In any case where any house or other building intended to remain standing shall be severed by the Company the Company shall to the reasonable satisfaction of the Corporation build up or repair such house or building so as to prevent unsightly appearance:

(21) The Company shall enclose all surplus lands with such walls or other suitable fencing as may in the opinion of the Corporation become necessary in order to fence off such lands respectively from the streets adjoining the same such walls or other fences to be built of such height as the Corporation shall require and in all other respects to the satisfaction of the Corporation:

(22) The Company shall from time to time pay to the Corporation all sanitary and other municipal rates leviable by or payable to

the Corporation upon the respective assessments of any lands or property acquired by the Company under the powers of this Act or a proportion of such rates respectively from the time such lands or property respectively shall be acquired by the Company until the Company's works are completed and assessed to such municipal rates and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in force at the time of such acquisition notwithstanding that the buildings thereon or forming part thereof may have been taken down.

Protection of Liverpool Corporation Waterworks.

12. In constructing the works by this Act authorised affecting the waterworks of the Corporation the Company shall conform to and observe the following provisions regulations and restrictions unless otherwise agreed between the Company and the Corporation :—

(1) The provisions of the Railways Clauses Consolidation Act 1845 contained in the sections 18 to 23 inclusive shall apply to the water mains and pipes of the Corporation and whenever in those sections the word "company" or "society" is used the same shall for all the purposes of this Act be held to extend to and include the Corporation :

(2) Wherever the water pipes or pipes of the Corporation shall be severed or interfered with by the works authorised by this Act and wherever it is necessary for maintaining the supply of water to lay additional water mains or pipes and such additional water mains or pipes shall previous to the severance or interference be laid by the Corporation at the expense of the Company :

(3) If by reason of the execution of any of the powers of this Act any increased length of water mains or pipes shall be laid down by the Corporation at the expense of the Company :

(4) Wherever by the appropriation and destruction of property under this Act authorised any water mains or pipes laid for the supply of such property shall be rendered unnecessary the Company shall pay the Corporation the cost of laying an equivalent length of water main or pipe and the cost of the works required for the discontinuation of such water mains or pipes rendered unnecessary as shall be estimated by the water engineer and the water mains and pipes so rendered unnecessary shall be the property of the Company.

Protection of Richard Muspratt

13. In the construction of the Liverpool Commercial Road Branch in this section called the said Branch the following provisions

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and Edmund Knowles Muspratt.

for the protection of Richard Muspratt and Edmund Knowles Muspratt shall be observed and have effect:

(1) In carrying the said Branch under the piece of land numbered on the deposited plans 8 in the parish of Liverpool the Company shall not otherwise than by agreement with the said Richard Muspratt and Edmund Knowles Muspratt deviate from the lines of the railway shown on the deposited plans or from the levels or mode of construction shown on the deposited sections:

(2) With respect to any land belonging to the said Richard Muspratt and Edmund Knowles Muspratt which the Company are by this Act 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 the said Richard Muspratt and Edmund Knowles Muspratt may and shall 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:

(3) 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 any of their contractors or of any persons in the employ of the Company or of their contractors or otherwise the works or property of the said Richard Muspratt and Edmund Knowles Muspratt shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense but

(A) In every case of pressing necessity and

(B) In every other case if for seven days after notice in writing thereof given to the Company by the said Richard Muspratt and Edmund Knowles Muspratt the Company neglect to proceed with due diligence to make good such damage

the said Richard Muspratt and Edmund Knowles Muspratt may if they think fit make good the damage and the amount expended by them in so doing shall be forthwith repaid to them by the Company:

(4) If in the execution of the powers for constructing the said Branch the Company shall temporarily divert the Leeds and Liverpool Canal (in this enactment called "the Canal") where the same abuts upon the lands and works of the said Richard Muspratt and Edmund Knowles Muspratt or any part thereof the Company shall fourteen days at least before commencing such diversion submit to the said Richard Muspratt and

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Edmund Knowles Muspratt a plan and section of the intended works affecting the canal and the Company shall execute such works and make such reasonable arrangements for maintaining access from the works of the said Richard Muspratt and Edmund Knowles Muspratt to the canal during the period of such diversion and for maintaining the existing supply of water from the Canal to the works of the said Richard Muspratt and Edmund Knowles Muspratt as shall be agreed between the engineer of the Company and Edward Leader Williams or other the engineer for the time being of the said Richard Muspratt and Edmund Knowles Muspratt or in case of difference between them as shall be determined by an engineer to be appointed by the Board of Trade on the application either of the Company or of the said Richard Muspratt and Edmund Knowles Muspratt.

Protection of surveyors of highways for parish of Northfield.

14. In constructing the Birmingham West Suburban Railway Widening and Deviation and the works connected therewith the following provisions for the protection and benefit of the surveyors of highways for the parish of Northfield (in this section called the surveyors) shall apply (that is to say)

(1) The Company shall construct the bridge for carrying Raddle Barn Lane (No. 39 on the deposited plans) over the said railway deviation so that there shall be a clear space throughout between the parapets of not less than thirty-six feet and shall construct on each side of the bridge a parapet of not less than five feet six inches in height and on each side of the approaches to the bridge a close screen of not less than four feet in height and the said lane shall not be raised more than three feet six inches above the present level thereof at the point of crossing:

(2) The Company shall either remove the existing bridge carrying Raddle Barn Lane over the Birmingham West Suburban Railway and replace it by a new bridge or widen the existing bridge so that there shall be a clear space throughout between the parapets of not less than thirty-six feet and shall construct on each side of the new or widened bridge a parapet of not less than five feet six inches in height and if the Company shall alter the level of the adjoining bridge carrying the said lane over the Worcester Canal they shall raise the parapets of that bridge to the extent of such alteration of level:

(3) In constructing the bridge intended to carry the said lane over the said railway deviation and in executing any work under the last sub-section provision shall be made to the

reasonable satisfaction of the surveyors for carrying off storm and surface waters and also for carrying sewers drains gas and water mains:

(4) The roadway of the intended bridge and of the substituted bridge or widening and the approaches thereto respectively shall be made formed channelled and kerbed to the reasonable satisfaction of the surveyors:

(5) The railway deviation shall be carried over the Bristol High Road (No. 17 on the deposited plans) by a girder bridge of one span of fifty-two feet in width measured on the square between the present lines of road frontages and having a clear headway throughout its whole length and width of not less than sixteen feet above the centre of the present roadway the level of which shall not be altered:

The abutments and foundations of the said bridge shall be carried to such a depth below the surface of the road as shall be necessary to admit of the constructing laying renewing and maintaining of sewers gas and water mains and telegraphic and other pipes:

The Company shall pave level and channel to the reasonable satisfaction of the surveyors so much of the said road and footpaths as lie under the bridge:

The Company shall construct and maintain on each side of the said bridge and for a distance of eight yards beyond each end thereof a close screen of not less than six feet in height above the highest point of the rails laid on such bridge:

The Company shall not during the construction of the said bridge unnecessarily impede or obstruct the traffic along the said road.

Protection of Corporation of Birmingham.

15. The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Birmingham and of the Birmingham Tame and Rea District Drainage Board (in this section called respectively the Corporation and the Drainage Board) shall have effect that is to say:—

(1) In this section "the railway" means the Birmingham West Suburban New Street Extension and the Birmingham West Suburban Railway Widening and Deviation by this Act authorised and "street" includes any street road highway lane bridge passage or place and the footways thereof respectively situate within the borough of Birmingham:

(2) The provisions of the Railways Clauses Consolidation Act 1845 contained in the sections 18 to 23 inclusive shall subject

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to the provisions of this Act extend and apply to the water and gas mains pipes and apparatus of the Corporation and whenever in those sections the words "company" or "society" are used the same shall for all the purposes of this Act be held to extend to and include the Corporation:

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

(4) Where the surface of any street has been interfered with or disturbed by the Company in constructing the works or performing the operations by this Act authorised the Company shall well and sufficiently and to the satisfaction of the Corporation restore the surface so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration:

(5) Whenever it may be necessary to interrupt or interfere with any existing sewer or drain the Company shall before interrupting or interfering with such existing sewer or drain construct according to a plan to be reasonably approved of by the Corporation another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be interrupted or interfered with and such sewer or drain or substituted sewer or drain shall be connected by and at the expense of the Company with any existing sewer or drain which may be interrupted or interfered with and in such manner as shall be reasonably approved by the Corporation:

(6) Whenever the water or gas mains pipes or apparatus of the Corporation shall be severed or interfered with in the execution of any of the powers of this Act and wherever it is necessary for maintaining the supply of water or gas to lay additional mains or pipes such additional mains or pipes shall previous to the severance or interference be laid by the Corporation at the expense of the Company:

(7) If by reason of the execution of any of the powers of this Act the Corporation shall necessarily incur any cost in altering any existing sewer drain gas or water main pipe or apparatus

the Company shall repay to the Corporation such additional cost:

(8) If by reason of the execution of any of the powers of this Act any increased length of sewers drains gas or water mains or pipes or any additional apparatus shall become necessary the same shall be forthwith constructed and laid by the Company upon such plan and in such manner as shall be approved of by the Corporation:

(9) The Corporation may at their own cost from time to time lay any sewer or drain gas or water main or pipe at right angles under the railway and for those purposes or for the necessary repair or inspection of the same may break up the soil or surface of the railway But all works done by the Corporation by virtue of the power hereby conferred shall be done under the superintendence and to the reasonable satisfaction and according to such plans in such manner and at such times only as shall be reasonably approved by the engineer of the Company and shall also be so done as not to interrupt the traffic passing on the railway:

(10) Every bridge or viaduct intended to carry any street over any railway or lands of the Company shall be constructed to the reasonable satisfaction of the Corporation and shall be between the parapets thereof of the full width of such street and shall have proper provisions to the like satisfaction for carrying any sewers drains gas or water mains pipes and apparatus of the Corporation so as to admit of easy access thereto for the purposes of alteration or repair:

(11) No alteration of the level shall be made in any street carried over the railway except in the case of Granville Street and the Company shall improve the gradient of the approach on the north-western side of the railway bridge in that street so as to make the same not steeper than 1 in 20:

(12) The Company shall level pave metal flag channel and make good the roadway and footpaths of all streets carried over the railway by bridges for the length of those bridges and of the approaches thereto and to the reasonable satisfaction of the Corporation and shall thenceforth maintain the same to the like satisfaction:

(13) The company shall construct and maintain on each side and for the full length of every bridge or viaduct carrying any street over the railway a substantial parapet or close screen not less (except with the consent of the Corporation) than seven feet in height above the level of the footway on such bridge or

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viaduct and shall construct a fence or close screen of the same height in continuation of the parapets to the nearest buildings in the street:

(14) The Company shall construct a close screen not less than seven feet in height (except with the consent of the Corporation) along the boundary of the railway or land of the Company where the railway is in open cutting and close fence the land of the Company where the same shall abut upon any street:

(15) All parapets and screens of bridges carrying streets over the railway shall be constructed in such reasonably ornamental manner as the Corporation shall approve and shall not be used for the posting of bills or other advertising purposes:

(16) The Company shall not take up or interfere with any tramways belonging to the Corporation within the said borough until they have laid down in the same or some adjoining street or streets a temporary line of tramway to the approval of the Corporation so as not to interfere with the continuous working of the tramways and the Company shall as soon as may be re-lay and make good all tramways so taken up or interfered with and maintain the same for a period of two years:

(17) If the Company shall acquire all or any of the pieces of land coloured red shown on the plan signed by William Spooner Till the Borough Surveyor and John Underwood the Engineer of the Company and shall remove the buildings thereon they shall forthwith dedicate such pieces of land to the public so as to enable the Corporation to improve the junctions of the streets adjoining such lands respectively and the Corporation shall forthwith improve the junctions of those streets accordingly:

(18) The Company shall not for the purposes of this Act permanently take or use any part of the surface of the wharf in Holliday Street in the occupation of the Corporation:

(19) In relation to the lands and works to be acquired and executed by the Company in the parish of Northfield near the Selly Oak Pumping Station of the Corporation the Company shall comply with the following provisions (that is to say):

(A.) The Company shall not enter upon take or use any land on the east side of or within ten feet of the boiler house:

(B.) The intended widening of the railway shall so far as it is to be constructed on land now belonging to or in the occupation of the Corporation be constructed on arches the piers of which shall be in a line with the existing piers

and the soffit of the arches shall not be more than two feet below that of the existing arches:

(c.) The Corporation may at all times pass from their pumping station under the existing and intended arches to the Worcester Canal and shall have free use of such arches as abut upon any part of the property of the Corporation in the said pumping station:

(d.) The Corporation may at all times hereafter use the existing tunnel running from the said pumping station under the railway of the Company adjoining thereto and may extend such tunnel under any land of the Company so that the same shall be at a depth of at least twenty yards from the surface of the land of the Company:

(20) All the powers and provisions of this section in relation to sewers belonging to the Corporation shall extend and apply to sewers belonging to the Drainage Board and those powers and provisions shall be read and have effect as if the Drainage Board were substituted for the Corporation:

(21) The Corporation and the Company may enter into and carry into effect agreements for any variation in the works to be done under this section or in the mode of executing the same:

(22) Whenever the Company become possessed of any property assessed or liable to be assessed to any rate leviable within the borough then and until the works to be constructed under this Act be so far completed as to be assessable to such rate the Company shall make good the deficiency in the assessments for such rate by reason of such 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 property shall be rated at the passing of this Act:

(23) Any difference which may arise between the Corporation and the Company as to the true intent and meaning of any of the provisions of this section or as to any works to be executed and powers to be exercised thereunder or as to the mode of giving effect thereto shall be determined in the manner prescribed in the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

Protection of King's Norton Board of Surveyors.

16. In constructing the Birmingham West Suburban Widening and Deviation by this Act authorised the Company shall carry the public road numbered on the deposited plans 22 in the parish of King's Norton over the said widening and deviation by a bridge thirty-six feet in width between the parapets with proper footpaths curbs and channels to the reasonable satisfaction of the King's Norton Board of Surveyors and with parapet walls six feet

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high at the least above the level of the footpath so far as the land of the Company extends for the railway.

Height and span of a certain bridge.

17. The Company may make the arch of the bridge for carrying the Birmingham West Suburban Railway Widening and Deviation over the road numbered on the deposited plans 3 in the parish of King's Norton of any height not less than twelve feet six inches and of any span not less than twenty-two feet.

Protection of Lord Calthorpe's Edgbaston estate.

18. The following provisions for the protection of the Right Honourable Lord Calthorpe shall be observed and have effect:—

(1.) The restrictions and provisions enacted by sub-sections 1 2 4 9 and 10 of section 9 of the Midland Railway (Additional Powers) Act 1879 for the protection of Lord Calthorpe and his successors in title with respect to the exercise of the powers by that Act granted for the Birmingham West Suburban Railway Improvement shall so far as the same are respectively applicable apply to the exercise by the Company of the powers by this Act granted for the Birmingham West Suburban New Street Extension and for the Birmingham West Suburban Widening and Deviation:

(2.) The Company shall execute the works authorised by this Act within the parish of Edgbaston so as to have a double line of railway without any siding:

(3.) The Company shall build under their present or future railways a bridge forty-two feet in width or such other less width as the Corporation of Birmingham may require at or near to the lands numbered 29 and 30 on the deposited plans of the Birmingham West Suburban New Street Extension and a similar bridge at or near to the land numbered 3 on the Birmingham West Suburban Widening and Deviation such bridges to be built when and so soon as bridges at or near to such points shall be made under the canal from Birmingham to Worcester so as to afford Lord Calthorpe the means of making communications by road under the railway and canal between lands on either side thereof:

(4.) The right shall be reserved to Lord Calthorpe to make bridges under or over the railway and canal at any point or points where he may wish to make communication from one part of the Edgbaston estate to another under the Railways Clauses Consolidation Act 1845:

(5.) The parapets of the over bridges to be constructed in Edgbaston parish under this section shall be at least six feet high and plans and elevations of the said parapets shall be submitted to

and approved by Lord Calthorpe or his agent before commencement of the work :

(6.) The Company shall if required by Lord Calthorpe or his agent or the lessees of the lands adjoining to any part or parts of the said railway plant any slopes or embankments in the parish of Edgbaston with ornamental trees or shrubs to the satisfaction of Lord Calthorpe or his agent and shall maintain and replace such trees and shrubs at all times hereafter.

Protection of King Edward's School, Birmingham.

19. In constructing the Birmingham West Suburban New Street Extension through the property of the governors of the possessions revenues and goods of the Grammar School of King Edward the Sixth in Birmingham (in this section called the governors) known as Holliday Street Wharf the Company shall notwithstanding anything in this Act contained conform to and observe the following provisions regulations and restrictions that is to say :—

(1) The Company shall form the Birmingham West Suburban New Street Extension wholly in tunnel of a width of twenty-six feet under the properties numbered respectively 188 189 190 and 191 on the deposited plans :

(2.) If the Company so desire they may construct another tunnel of similar width on the south-eastern side of the last-mentioned tunnel through the said property :

(3.) The Company shall upon the completion of the said tunnels restore the surface of the ground over the tunnels so as to admit of the erection of buildings thereon :

(4.) The right of free use of the ground over the said tunnels including the right to erect buildings thereon is hereby reserved to the governors but the plans elevations and specifications of any buildings intended to be erected over the said tunnels or either of them shall be submitted to the engineer for the time being of the Company for his reasonable approval :

(5.) The Company shall forthwith after the passing of this Act re-convey to the governors free of cost the land which the Company or the Birmingham West Suburban Railway Company acquired from the governors by deed of conveyance dated twenty-sixth day of January one thousand eight hundred and seventy-five :

(6.) The Company shall pay to the governors such sum of money by way of compensation for the easements acquired by them under this Act as may be settled by John Cheshire of Birmingham surveyor or him failing by some surveyor to be nominated

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by the mayor for the time being of the borough of Birmingham:

(7.) If and when the Company acquire the Jews' Burial Ground which abuts upon Granville Street they shall within three months make and form a good and substantial road of not less than ten feet in width from Granville Street across the said burial ground to the Holliday Street Wharf of the governors to the reasonable satisfaction of the engineer for the time being of the governors and shall grant to the governors a perpetual right to use the same:

(8.) Any difference which may from time to time arise between the engineer for the time being of the Company and the engineer for the time being of the governors shall be settled by an engineer to be appointed by the president for the time being of the Institution of Civil Engineers on the application of either party.

Protection of Sharpness New Docks and Gloucester and Birmingham Navigation Company.

20. For the protection of the Sharpness New Docks and Gloucester and Birmingham Navigation Company (in this section called the Navigation Company) the following provisions shall be observed and have effect that is to say:—

(1.) The Company shall construct the Birmingham West Suburban New Street Extension works under or through the property of the Navigation Company lying to the north of Granville Street Birmingham in tunnel or covered way exclusively:

(2.) If the Company so desire they may construct another tunnel not exceeding twenty-six feet in width on the south-eastern side of the last mentioned tunnel through the said property such additional tunnel being sufficiently deep so as not to interfere with the bed of the canal:

(3.) The Company shall upon the completion of the said tunnels restore the surface of the ground over the tunnels so as to admit of the erection of buildings thereon:

(4.) The right of free use of the ground over the said tunnels including the right to erect buildings thereon is hereby reserved to the Navigation Company but the plans elevations and specifications of any buildings intended to be erected over the said tunnels or either of them shall be submitted to the engineer for the time being of the Company in order that he may make such additional provision for the protection of the tunnels of the Company and the support of the intended buildings as he shall consider necessary:

(5.) The Company shall be entitled to purchase and acquire an easement only over or under the surface of the lands of the Navigation Company for the purpose of constructing the railways and works by this Act authorised and shall not otherwise acquire any lands or property of the Navigation Company without the previous consent of that Company under their common seal:

(6.) The Company shall so far as their railways by this Act authorised cross under or over property of the Navigation Company construct and maintain the same in tunnel or covered way or as the case may require on arches or other open viaducts:

(7.) The bridges or viaducts carrying the Birmingham West Suburban Railway Widening and Deviation over the canal of the Navigation Company shall be so constructed as not to diminish the present width of canal and towing path depth of water and headway under the existing bridges upon the Birmingham West Suburban Railway:

(8) All arch spaces and the soil covered by them shall remain the property of the Navigation Company subject to the right of the Company to enter at all reasonable times to view and repair making reasonable compensation to the Navigation Company or their tenants for damage or injury thereby occasioned to them:

(9) Before the Company shall commence any works on or under any lands or property of the Navigation Company detailed working plans and drawings of all such works shall be submitted to and obtain the written approval of the engineer of the Navigation Company for the time being and when approved by such engineer or in case of difference or of his default to express his approval or disapproval within fourteen days after the same shall have been submitted to him when approved by an arbitrator to be nominated for that purpose by the Board of Trade the works shall be carried out in accordance therewith to the reasonable satisfaction of such engineer:

(10) The Company shall make good to and indemnify the Navigation Company from any structural damage which the construction working or repair of the Birmingham West Suburban Railway or the extension or widening and deviation thereof by this Act authorised may at any time hereafter occasion to the said canal of the Navigation Company and also any payments or compensation the Navigation Company may have to make to third parties in consequence of or arising out of such

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damage together with the costs the Navigation Company may incur in respect thereof:

(11) No approval of the plans and detailed drawings or of the construction of works given by the engineer of the Navigation Company shall extend to relieve the Company from any of the obligations imposed on them by this section:

(12) If in the execution of the works by this Act authorised the Company shall require to interfere with the houses of the toll collectors of the Navigation Company at Fielding's Lane near Birmingham the Company shall before commencing any such interference erect and complete to the satisfaction of the engineer of the Navigation Company and upon such site as he shall approve two new houses suited for the residence of the Navigation Company's check-clerks and toll-collectors in lieu of the houses now existing at Fielding's Lane aforesaid and if such new houses be not on the Navigation Company's land such houses and the site thereof shall be conveyed to the Navigation Company free of cost immediately after the completion thereof.

Roads and bridges over Hendon Crossing and main line of railway adjacent.

21. In reference to the construction and maintenance of the railway (in this Act called the Hendon Crossing) and to the existing roads over the Company's main line of railway in connexion therewith the following provisions shall apply and have effect (that is to say):—

(1) The Company shall raise the parapets of the existing bridges by which the public roads numbered respectively 8 and 11 in the parish of Hendon on the deposited plans are carried over the Company's main line of railway to the height of not less than six feet above the level of the existing roadways or shall otherwise erect upon each of the existing parapets a close wooden screen of equal height and at all times thereafter maintain the same parapets or screen at such increased height The parapets of the new bridge by which the public road numbered on the deposited plans 32 in the parish of Hendon and known as Collin Deep Lane shall be carried over the Hendon Crossing shall be constructed and maintained at a height of not less than six feet above the level of the roadway:

(2) Notwithstanding anything in this Act contained the Company shall not permanently stop up or divert the said road numbered 32, or any portion thereof The Company shall carry the said road over the Hendon Crossing in a direct line with

the existing road by means of a bridge and for that purpose may close the said road for public traffic for the shortest necessary period such period to be fixed by an agreement in writing between the Company and the Hendon Local Board or failing such agreement to be determined by the justices at the Edgware petty sessions:

(3.) The bridge by which the Hendon Crossing shall be carried over the said main line of railway and the bridge by which the said road shall be carried over the Hendon Crossing shall respectively be constructed with headways not exceeding sixteen feet above the level of the rails:

(4.) The inclination of the said road numbered 32 on the eastern side of the Company's railway commencing from the crown of the intended bridge over the Hendon Crossing and terminating at a point two hundred and forty-four yards eastwards thereof shall not be steeper than 1 in 73 and the inclination of the said road on the western side of the Company's railway commencing from the crown of the intended bridge over the Hendon Crossing to the crown of the bridge over the silk stream known as Collin Deep Bridge shall be of one uniform gradient not steeper than 1 in 22:

(5.) The Company shall for ever hereafter maintain in repair the bridge carrying the said road numbered 32 over the said Hendon Crossing together with the road and footways thereof and the immediate approaches so far as the property of the Company extends and shall for the period of ten years after the Hendon Crossing shall be opened for public traffic maintain in repair the approaches to the said bridge to be constructed by them under this enactment:

(6.) In case any dispute shall arise between the Company and the said board in reference to the matters herein-before provided for (except by sub-section 2) or any of them the same shall be determined by an engineer to be appointed by the Board of Trade.

Protection of Middlesex bridges and main roads.

22. The works by this Act authorised shall so far as they may affect any bridge which the inhabitants of the county of Middlesex are by law bound to maintain or repair or any bridge traversed by any highway or any highway declared to be a main road be executed to the reasonable satisfaction of the surveyor appointed by the justices of the peace for the said county and for the time being having charge of the bridges which the inhabitants of the same county are bound to maintain and repair.

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Tolls &c.

23. The railways by this Act authorised 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" Provided nevertheless that the provisions of section twenty-two (Mode of rating the railway) of the Birmingham West Suburban Railway Act 1871 shall extend and apply to the lands and hereditaments taken and used by the Company for the purposes of the Birmingham West Suburban New Street Extension and the Birmingham West Suburban Railway Widening and Deviation respectively by this Act authorised and to all buildings erected or to be erected on such lands as if the said extension and widening and deviation had been respectively authorised by and formed part of the railway authorised by the Birmingham West Suburban Railway Act 1871.

34 & 35 Vict. c. clxxv.

Period for completion of railways.

24. The railways by this Act authorised except the portion of the Liverpool Commercial Road Branch the construction whereof interferes with any public street shall respectively be completed within the period of five years from the passing of this Act and the said portion of the Liverpool Commercial Road Branch shall be completed before the first day of January one thousand eight hundred and eighty-five and if not so completed then on the expiration of those periods the powers by this Act granted to the Company for making and completing the respective railways or otherwise in relation thereto shall cease to be exercised except as to so much thereof respectively as is then completed.

Penalty imposed unless railways are opened within the time limited.

25. If the Company fail within the periods limited by this Act to complete the respective railways by this Act authorised they shall be liable to a penalty of fifty pounds a day for every day after the expiration of the periods so limited until the railway or railways in respect of which the penalty has been incurred is or are completed and opened for public traffic or until the sum received in respect of such penalty shall amount to five per centum on the amount of the estimated cost of the railway or railways in respect of which the penalty has been incurred:

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The said penalty may be applied for by any landowner or other person claiming to be compensated in respect of the railway or railways 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 the third section of the Act 17 & 18 Vict. cap. 31 known as 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 the said third section of the Act 17 & 18 Vict. cap. 31 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 Chancery Division of the High Court of Justice in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided:

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the railway or railways 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.

Application of penalty.

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

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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 said Chancery Division 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 said Chancery Division if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Abandonment of portion of authorised work.

27. The Company shall abandon the construction of so much of the Bootle Goods Branch Railway authorised by the Midland Railway (Additional Powers) Act 1880 as will be rendered unnecessary by the construction of the Bootle Goods Branch Deviation by this Act authorised.

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

28. The abandonment by the Company under the authority of this Act of the work mentioned in the last preceding section shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the Midland Railway (Additional Powers) Act 1880.

Compensation to be made in respect of work abandoned.

29. Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to the work authorised to be abandoned by this Act the Company shall be released from all liability to purchase or to complete the purchase of any such lands but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses

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.

Power to acquire additional lands, &c.

30. Subject to the provisions of this Act and in addition to the other lands houses and buildings which the Company are by this Act authorised to acquire the Company may from time to time enter upon take use and appropriate to the purposes of extending the station siding warehouse coal-wharf depôt mineral goods and other accommodation of the Company and for other purposes connected with their undertaking the lands houses and buildings herein-after described or referred to delineated on the deposited plans and described in the deposited books of reference (that is to say) :—

(Toxteth Park.) Certain lands houses and buildings situate in the township or extra-parochial place of Toxteth Park in the county of Lancaster adjoining and on the east side of Sefton Street and adjoining and on the north side of Northumberland Street :

(Bootle-cum-Linacre.) Certain lands houses and buildings situate in the township of Bootle-cum-Linacre in the parish of Walton-on-the-Hill in the county of Lancaster adjoining and on the north side of Richmond Vale between Regent Road and Rimrose Road :

(Cromford.) Certain lands houses and buildings situate in the township of Dethick and Lea in the parish of Ashover and in the township of Cromford in the parish of Wirksworth in the county of Derby lying partly on the north-east and partly on the south-west sides of and adjoining the Company's Ambergate and Rowsley Railway between the Lea Wood Tunnel and the Cromford Station :

(Marehay.) Certain lands houses and buildings situate in the parish of Denby in the county of Derby adjoining and on the west side of the Company's Ripley Branch near the level crossing thereof by the turnpike road leading from Derby to Alfreton :

(Aldridge.) Certain lands houses and buildings situate in the parish of Aldridge in the county of Stafford adjoining and on the north side of the Company's Walsall Extension Railway near the Aldridge Station thereon :

Certain other lands houses and buildings situate in the said parish of Aldridge adjoining and on both sides of the Company's Walsall Wood Branch Railway now in course of construction near and on the north side of the bridge carrying the public road from Aldridge to Walsall Wood under that railway Provided always that the Company shall not enter upon take

or interfere with so much of the land and property situate in the said parish of Aldridge as is shown and coloured blue on the plan signed in duplicate by John Underwood engineer of the Company and Francis Stephenson the engineer of the London and North-western Railway Company :

(Walsall Wood.) Certain lands houses and buildings situate at Walsall Wood in the parish of Walsall in the said county of Stafford adjoining and on the west side of the public road leading from Walsall to Lichfield and adjoining to the Walsall Wood Churchyard on the north-east side thereof :

(Desford and Ratby.) Certain lands houses and buildings situate in the townships and parishes of Desford and Ratby in the county of Leicester adjoining and on the south side of the Company's Leicester and Burton Branch near the Desford sidings thereon :

(Isham.) Certain lands houses and buildings situate in the parish of Isham in the county of Northampton adjoining and extending for an uniform width of twenty-five yards and no more on the east side of the Company's main line of railway near to and south of the Finedon station thereon :

(West India Dock.) Certain lands houses and buildings situate in the parish of All Saints Poplar in the county of Middlesex adjoining and on the south side of the London and Blackwall Railway near to the West India Dock station thereon :

(Poplar.) Certain lands houses and buildings situate in the parish of All Saints Poplar in the county of Middlesex adjoining and on the south side of the Company's Poplar branch near its junction with the London and Blackwall Railway with power to the Company to stop up and discontinue as a public thoroughfare and appropriate to the purposes of their undertaking so much of Regent Street as lies between Leicester Street and the said London and Blackwall Railway :

(Swansea.) Certain lands houses and buildings situate in the parish of Swansea in the county of Glamorgan adjoining and on both sides of the Company's Swansea Vale Railway near its Swansea terminus and also certain other lands houses and buildings in the same parish lying between the new cut of the river Tawe and the Swansea North Dock.

Protection of Commissioners of Her Majesty's works, &c.

31. Nothing contained in this Act shall authorise the Company to take use enter upon or in any manner interfere with any portion of the Custom House Offices at the West India Docks without the consent in writing of the Commissioners or First Commissioner for the time being of Her Majesty's Works and Public Buildings first had and obtained which consent the said Commissioners or First

Commissioner are and is hereby authorised to give on such terms and subject to such conditions as they or he may think fit to prescribe.

Protection of Gas Light and Coke Company.

32. For the protection of the Gas Light and Coke Company (herein-after called the Gas Company) the following provisions shall have effect that is to say :—

(1) All works matters or things which under the provisions of the Railways Clauses Consolidation Act 1845 or this Act the Company may be empowered or required to do or execute with reference to the mains pipes syphons or other works of the Gas Company shall be done and executed by and at the cost of the Company but to the reasonable satisfaction and under the direction of and in such manner as shall be required by the engineer for the time being of the Gas Company and such works matters or other things shall not be commenced until after fourteen days' previous notice thereof in writing shall have been given to the Gas Company Provided always that if the Gas Company shall elect themselves to execute any portion of the works matters and things which the Company may by this Act be empowered or required to do or exercise with reference to or affecting the mains pipes syphons apparatus or other works of the Gas Company and of such their election shall give seven days' notice in writing to the Company by leaving the same at their head office in London the Gas Company may themselves execute that portion of the said works matters and things and the expense of and incident to the executing the same shall be repaid by the Company to the Gas Company on demand and such expense may be recovered from the company in any court of competent jurisdiction Any difference arising between the Company and the Gas Company respecting any of the matters referred to in this enactment shall be settled by arbitration in manner provided by the Lands Clauses Consolidation Act 1845 :

(2) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Gas Company all costs losses damages and expenses which may be occasioned to the Gas Company or to any of their mains pipes syphons apparatus property works and conveniences or in the supply of gas by the Gas Company by reason of the execution or failure of any of the intended works or of any act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others and the Company will effectually

indemnify and hold harmless the Gas Company from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission.

Protection of West Middlesex Waterworks Company.

33. For the protection of the West Middlesex Waterworks Company (herein-after called the Waterworks Company) the following provisions shall be observed :—

(1.) All works matters and things which the Company may be empowered or required to do or execute with reference to the mains, pipes, or works of the Waterworks Company existing at the time of the commencement of the Company's works shall be done and executed by the Company, and to the reasonable satisfaction of the engineer for the time being of the Waterworks Company and according to plans previously approved by such engineer and the engineer of the Company or in the event of their not agreeing in such manner as shall be settled by arbitration in manner provided by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration and such works matters or other things shall not be commenced until after fourteen days previous notice thereof in writing shall have been given to the Waterworks Company and the costs attending such works matters or other things and the superintendence thereof by the Waterworks Company shall be borne and paid by the Company :

(2.) Except only as is by this Act otherwise expressly provided nothing in this Act shall take away lessen prejudice or alter any of the estates rights interests powers authorities or privileges of the Waterworks Company.

Protection of East London Waterworks Company.

34. If and when the Company under the powers of this Act acquire and appropriate any lands houses and buildings which are served with water by the mains pipes services or works of the East London Waterworks Company (herein-after called the Water Company) laid down and maintained by them in any road street highway or place or stop up any such road street highway or place so that the same mains pipes services or works or any of them or any part thereof respectively become useless for supplying water the Company shall at their own expense take up such mains pipes services or works or such part thereof respectively as shall so become useless and shall deliver the same to the Water Company in as good a condition as such mains pipes services or works were in immediately before they were taken up or interfered with.

Power to stop up portion of road at Newlay.

35. Subject to the provisions of this Act the Company may stop up and discontinue as a public highway so much as lies between the fences of their Leeds and Bradford Railway of the road which crosses their said railway on the level at the western end of the Newlay station and which level crossing has been rendered unnecessary by the construction by the Company of a bridge over their railway closely adjoining to and in substitution for that level crossing.

Extinguishment of rights of way.

36. Subject to the provisions of this Act all rights of way over and along the portion of highway which may under the provisions of this Act be stopped up and discontinued and over and along any of the lands which may under those provisions be purchased or acquired shall be, and the same are hereby extinguished. But this section shall not apply to any lands which the Company may under the powers of this Act acquire for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845.

Protection of sewers &c. within the metropolis. 18 & 19 Vict. c. 120.

37. The Company shall not erect any building or execute any work upon any lands within the metropolis as defined by the Metropolis Management Act 1855 which may be acquired by them under or by virtue of this Act in such a manner as to cover affect or interfere with any street or any sewer drain watercourse defence or work under the jurisdiction or control of the Metropolitan Board of Works or of the Poplar District Board of Works constituted under the said Act or with any sewers or works to be made by the said boards or either of them or in such a manner as to affect in any way any sewers or drains or the access to such sewers or drains until they shall have given to the Metropolitan Board or the District Board as the case may be fourteen days previous notice in writing of their intention to commence such building or works by leaving such notice at the principal office of such board or boards with a plan and section thereof and all necessary particulars relating thereto and until such board or boards respectively shall have signified their approval of the same unless such board or boards as the case may be do not signify their approval disapproval or other directions within fourteen days after service of the said plan sections and particulars as aforesaid and the Company shall comply with and conform to all orders directions and regulations of the said board or boards as the case may be in the execution of the said works and shall provide by new altered or substituted works in such manner as such board or boards respectively may deem necessary for the proper protection of and for preventing injury or

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impediment to the streets sewers and works herein-before referred to by or by reason of the intended building or works or any part thereof and shall save harmless the said boards 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 Metropolitan Board or of the District Board 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 boards or either of them may be put to by reason of any building or works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to such boards respectively 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 section the same shall thereafter be as fully and completely under the direction jurisdiction and control of the said Metropolitan Board or District Board 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 boards or either of them or their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed.

Owners may be required to sell parts only of certain lands &c.

38. And whereas in the exercise of the powers of this Act it may happen that portions only of certain lands buildings or manufactories shown on the deposited plans will be sufficient for the purposes of the Company and that such portions may be severed from the remainder of the said properties without material detriment thereto:

Therefore notwithstanding section ninety-two of the Lands Clauses Consolidation Act 1845 unless the jury or the arbitrators or their umpire to whom the question of disputed compensation shall be submitted shall determine that such portions cannot be severed from the remainder of such properties without material detriment thereto the owners of and persons interested in the lands buildings or manufactories numbered on the deposited plans 8 in the parish of Liverpool and 10 in the parish of Northfield whereof parts only are required for the purposes of this Act may be required to sell and convey to the Company the portions only of the properties so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof

the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other persons interested therein by severance or otherwise.

Period for compulsory purchase of lands.

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

Power to take easements &c. by agreement.

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

Provisions as to accommodation for persons belonging to labouring classes.

41. And whereas the construction of the works and the acquisition and appropriation by the Company of lands houses and buildings as by this Act authorised may involve a removal of some houses occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers and it is expedient that provision should be made for the accommodation of such of the beforementioned persons as may be displaced by such removal:

Therefore before displacing any such person as aforesaid the Company shall provide sufficient accommodation elsewhere unless the Company and such person otherwise agree Provided always that if any difference arise as to the sufficiency of the accommodation proposed to be so provided by the Company the same shall be determined by a justice:

The Company may for the purpose of providing such accommodation appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase lands by agreement and may on any such lands erect labouring-class dwellings and may let or otherwise dispose of such lands and buildings.

Notice to be given of taking houses of labouring classes.

42. The Company shall not less than eight weeks before they take in any parish fifteen houses or more of the class referred to in the immediately preceding section 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 they have so made known their intention.

Power to acquire easements for constructing Belsize Second Tunnel.

43. And whereas the Belsize Second Tunnel authorised by the Midland Railway (Additional Powers) Act 1880 is intended to be constructed through or under the lands and hereditaments in the parish of Saint John Hampstead specified in the First Schedule to that Act at a depth of fifty feet and upwards below the surface of the ground Therefore the Company may purchase and acquire the easement or right of constructing that tunnel through or under the said lands and hereditaments without being obliged to purchase the surface of the land over such tunnel unless the jury or the arbitrators or their umpire to whom the question of disputed compensation shall be submitted shall determine that such right or easement cannot be acquired by the Company without material detriment to the remainder of such lands and hereditaments: Provided always that nothing in this section contained shall apply to any of the said lands and hereditaments which are situate at a less height than fifty feet above the arch of the said tunnel: Provided also that nothing in this section contained nor any dealing with any of the said lands and hereditaments in pursuance thereof shall relieve the Company from the liability to compensation under section 68 of the Lands Clauses Consolidation Act 1845 in respect of any lands or hereditaments through or under which the Company may in pursuance of the determination of such jury arbitrators or umpire purchase or acquire an easement or right of constructing such tunnel.

Company may underpin or otherwise strengthen houses near certain railways.

44. And whereas in order to avoid injury to the houses and buildings within one hundred feet of the Liverpool Commercial Road Branch and the Birmingham West Suburban New Street Extension respectively by this Act authorised it may be necessary to underpin or otherwise strengthen the same Therefore it shall be lawful for the Company at their own costs and charges to underpin or otherwise strengthen any such house or building:

Provided that at least ten days notice shall unless in case of emergency be given to the owner lessee and occupier of the house or building intended to be underpinned or otherwise strengthened each such notice to be left on the premises and that the Company shall be liable to compensate the owner lessee and occupier of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment:

Provided also that if the owner lessee or occupier of any such house or building shall give within seven days after that notice counter notice in writing that he disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to an engineer to be agreed upon or in case of difference to a civil engineer to be appointed at the instance of either party by the Board of Trade and such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may in his discretion prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building and the cost of such referee shall be paid by the Company and the cost of the reference (other than the cost of the referee) shall be in the discretion of the referee:

Provided also that nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensation under the sixty-eighth section of the Lands Clauses Consolidation Act 1845 or under any other Act:

Provided also that every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions contained in the Lands Clauses Consolidation Act 1845.

Revival of powers for construction of Ashwell Branch.

45. The powers granted by the Midland Railway (Additional Powers) Act 1875 for the construction of the Ashwell Branch Railway and works by that Act authorised are hereby revived and may be exercised by the Company for the period of three years from the twenty-ninth day of June one thousand eight hundred and eighty and on the expiration of that period those powers shall cease to be exercised except as to so much of the said railway as is then completed and section thirteen of that Act so far as the same relates to or affects the said railway shall be read and construed as if the period limited by this Act for the completion of the said railway had been the period limited by the said Act of 1875:

If the Ashwell Branch be not completed within the said period of three years then on the expiration of that period the powers by this Act granted to the Company for making and completing the same or otherwise in relation thereto shall cease to be exercised except as to so much thereof as shall then be completed.

Extension of time for completion

46. The time limited by the Midland Railway (New Works &c.) Act 1876 for the completion of the Masborough South Curve and

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of certain railways authorised by 39 & 40 Vict. c. cxlv.

the Rushton and Bedford Widening Deviation respectively by that Act authorised is hereby extended for the period of three years from the thirteenth day of July one thousand eight hundred and eighty-one and section twelve of that Act so far as the same relates to or affects the said railways shall be read and construed as if the period by this Act limited for the completion of the same had been the period limited by the said Act of 1876:

If those railways respectively be not completed within the extended period by this Act limited then on the expiration of that period the powers by this Act granted to the Company for making and completing the same or otherwise in relation thereto shall cease to be exercised except as to so much thereof as shall then be completed.

Extension of time for sale of certain superfluous lands.

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

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

Amendment of 40 & 41 Vict. c. lii. as to protection of the Earl of Derby.

48. The Company may with the consent of the Right Honourable Edward Henry Earl of Derby abandon the construction of the new street or road from Rimrose Road otherwise Derby Road to Regent Road in the township of Bootle-cum-Linacre which by section twenty-seven of the Midland Railway (New Works &c.) Act 1877 (for protection of the Earl of Derby) they were required to make and complete to the satisfaction of the said Earl or his successors in estate as therein mentioned Provided always that the Company shall not abandon the said new street or road until they have widened Richmond Vale for its whole length on the north side thereof to a width of sixty feet and such widening shall be and is hereby substituted for the said new street or road for the purposes

of sections twenty-seven and twenty-eight of the last-mentioned Act and the Company shall dedicate Richmond Vale as widened to the public and shall make the same into a road in the same manner and maintain the same for the same time as they were bound to do in the case of the road which they are hereby authorised to abandon.

Repeal of s. 13 of 14 & 15 Vict. c. lvii.

49. Section thirteen of the Midland Railway (Capital) Act 1851 requiring the Company to set apart certain sums towards the liquidation of their mortgage or bond debts shall be and the same is hereby repealed.

Amendment of s. 9 of 34 & 35 Vict. c. cxcii.

50. Notwithstanding anything in section nine of the North and South-western Junction Railway Act 1871 whenever at any meeting of the joint committee acting in virtue of that Act any member or members of the joint committee representing one of the lessee companies present at such meeting shall require any matter under the consideration of the joint committee to be referred to the arbitrator such matter shall thereupon stand referred accordingly and shall be dealt with and disposed of in the manner prescribed by subsection sixteen of section nine of the said Act of 1871.

Vesting in Company undertaking of Keighley Company. 25 & 26 Vict. c. xc.

51. As from the first day of July one thousand eight hundred and eighty-one (which day is in this Act referred to as the vesting period) the heads of agreement scheduled to the Keighley and Worth Valley Railway Act 1862 shall cease to be binding except so far as regards the settlement of all accounts up to that date and the undertaking of the Keighley and Worth Valley Railway Company (herein-after called the Keighley Company) (including the railway constructed under the powers of the said Act of 1862 and all stations sidings approaches buildings fixed plant warehouses and other works and all the lands and other the rights powers privileges property estate books papers and documents of the Keighley Company but not moneys in their hands) shall be and is hereby absolutely vested in the Company as part of their undertaking upon and subject to the terms conditions and provisions set forth (that is to say):

(Exercise by Company of powers of Keighley Company.)

(1) As from the vesting period the Company may and shall exercise and fulfil in their own name and under their own seal and in the names and under the hands of their directors officers and servants all the rights powers liabilities and obligations of the Keighley Company whether with reference to the acquisition of lands the construction and maintenance of works the borrowing of money the levying of tolls rates and charges or otherwise in like manner as those rights powers liabilities and obligations are authorised and required to be exercised by the Keighley Company:

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(Payment to be made by Company to Keighley Company for discharge of debts.)

(2) Within two calendar months after the passing of this Act the Company shall pay to the Keighley Company the sum of sixty-thousand pounds together with interest thereon at the rate of five per cent. per annum until payment to be applied by that Company in or towards payment of their debts and liabilities as hereinafter provided :

(Application thereof by Keighley Company.)

(3) Forthwith after the receipt of such money the directors of the Keighley Company shall apply the same in or towards payment of the debts and liabilities of the Keighley Company including the principal and interest moneys payable in respect of the debentures for the time being of the Keighley Company and notwithstanding the vesting the Keighley Company shall continue liable to and shall pay and discharge all their debts obligations and engagements incurred prior to the vesting period :

(Annual sums payable by Company to Keighley Company.)

(4) As from the vesting period the Company shall be liable to pay and shall from time to time pay to the Keighley Company the annual rent or sum of four thousand two hundred pounds which shall be payable by equal half-yearly payments on the fifteenth day of January and the fifteenth day of July in each year without any deduction except for property tax and as herein-after provided :

(Application thereof by Keighley Company.)

(5) The Keighley Company shall hold the sums of money so from time to time received by them in trust to apply the same as the income arising from the transferred undertaking if they were still in possession thereof would be applicable :

(Discharge of secretarial duties.)

(6) The Company may and shall as soon as conveniently may be after the passing of this Act appoint a fit and proper person on their staff to discharge and perform the secretarial and other duties required to be performed in respect of the Keighley Company's undertaking and the Company shall pay to the Keighley Company all expenses necessarily incurred by them in the administration of their affairs after the date of the vesting period :

Within three months after the vesting period or after the passing of this Act whichever shall last occur the Keighley Company shall at the expense of the Company execute a deed of transfer of their undertaking duly stamped and truly stating the consideration which deed may be in the form set forth in the Second Schedule to this Act or to the like effect with such variations and conditions as circumstances may require and if the Company shall not within the aforesaid period produce to the Commissioners of Inland Revenue such deed duly stamped as aforesaid the ad valorem stamp duty

with interest thereon at the rate of five pounds per centum per annum from the vesting period or the passing of this Act whichever shall last occur shall be recoverable from the Company with full costs of suit and all costs and charges attending the same:

If the Company shall at any time after the vesting period be called upon to pay and shall pay any sum or sums of money in respect of the undertaking of the Keighley Company which in case of difference shall be determined by arbitration pursuant to the provisions of the Railway Companies Arbitration Act 1859 to be properly payable by the Keighley Company the amount or amounts so paid shall on demand be repaid by the Keighley Company to the Company or in case of default may be deducted by the Company out of the annual rent payable by them as herein-before provided.

22 & 23 Vict. c. 59.

Tolls for use of waggons in certain cases.

52. In addition to the rates tolls and charges which the Company are by any Act of Parliament authorised to demand and receive in respect of the conveyance upon their railway of coal coke culm ironstone iron ore lime limestone salt paving stones and all undressed road materials the Company may demand and receive in respect of the supply by them of waggons for the conveyance of such articles and things the additional rate or charge following (that is to say):

For all such articles and things as may be conveyed in the Company's waggons for a distance not exceeding fifty miles the sum of sixpence per ton:

For all such articles and things as may be conveyed in the Company's waggons for a distance exceeding fifty miles but not exceeding one hundred and fifty miles the sum of one shilling per ton:

For all such articles and things as may be conveyed in the Company's waggons for a distance exceeding one hundred and fifty miles the sum of one shilling and threepence per ton.

Power to raise additional capital.

53. The Company may from time to time raise by the creation and issue of new shares or stock such sums of money as they shall think necessary not exceeding one million eight hundred 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 or stock either wholly or partially as ordinary or wholly or partially as preferential shares or stock as they may think fit.

Shares not to be issued until one-fifth paid.

54. 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

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one-fifth of the amount of such share shall have been paid in respect thereof.

Amount and issue of new shares or stock.

55. If at the time of the creation of new shares or stock 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 may be of such amounts (not other than an integral number of pounds sterling per share) or such new stock may be so divided 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 or stock may be either of one class or of different classes. 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 unless the Company shall at the time of the creation of the new shares or stock otherwise determine 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 or stock according to the provisions of this Act and upon such terms and conditions as the Company shall determine at the time of the creation of the new shares or stock But 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 or stock.

Votes in respect of new shares or stock.

56. The Company may from time to time if they think fit attach to all or any new shares or stock or any class of new shares or stock created under the powers of this Act any total or partial permanent or temporary restrictions of the rights of voting and other qualifications of the holders thereof.

Shares or stock of same class to have like privileges.

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

Vesting of new shares or stock.

58. Subject to the provisions of this Act all new shares or stock created under this Act shall vest in and belong to such of the then holders of shares or stock as shall accept the same and pay the first

instalment on the shares or the amount of the stock at the time which shall be fixed by the directors and specified in the letter offering the new shares or stock.

Disposal of new shares or stock not accepted.

59. If any holder of shares or stock for one month after such offer of new shares or stock fail to accept the same and pay the required sum in respect thereof the 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 &c. of new shares or stock.

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

Saving rights of existing preference shareholders.

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

New shares or stock issued under this Act and any other Act of past or present Sessions may be of same class.

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

Power to borrow.

63. The Company may in respect of the additional capital of one million eight hundred thousand pounds which they are by this

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Act authorised to raise from time to time borrow on mortgage for the purposes of this Act and for the general purposes of their undertaking any sum not exceeding in the whole six hundred thousand pounds:

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

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

Appointment of a receiver.

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

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

principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Existing mortgages to have priority.

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

Debenture stock.

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

Application of moneys.

67. All moneys raised under this Act whether by shares stock 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 to purposes of Act.

68. 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.

Interest not to be paid on calls paid up.

69. 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.

70. 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

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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.

Provision as to general Railway Acts.

71. 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.

72. 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. 1881.

FIRST SCHEDULE.

Superfluous Lands.

County.	Parish.
Warwick - - -	Tamworth.
Derby - - - -	Stanton-by-Dale.
„ - - - -	Ilkeston.
„ - - - -	Kirk Hallam.
„ - - - -	West Hallam.
„ - - - -	Heanor.
„ - - - -	Beighton.
„ - - - -	Killamarsh.
„ - - - -	Mickleover.
„ - - - -	Twyford and Stenson.
„ - - - -	Barrow-upon-Trent.
„ - - - -	Swarkestone.
„ - - - -	Repton.
„ - - - -	Stapenhill.
„ - - - -	Osmaston.
„ - - - -	St. Peter Derby.
„ - - - -	Shirland.

SECOND SCHEDULE.

Form of Deed of Transfer.

In pursuance of and subject to the provisions of the Midland Railway (Additional Powers) Act, 1881, and in consideration of the terms, conditions, and provisions in that Act contained, the Keighley and Worth Valley Railway Company hereby transfer and convey unto the Midland Railway Company the undertaking of the said Keighley and Worth Valley Railway Company as defined by that Act to hold the same unto the said Midland Railway Company, and the said Midland Railway Company do accept the same accordingly.

In witness whereof each of the said two Companies have hereunto affixed their respective common seals, this day of , one thousand eight hundred and .

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