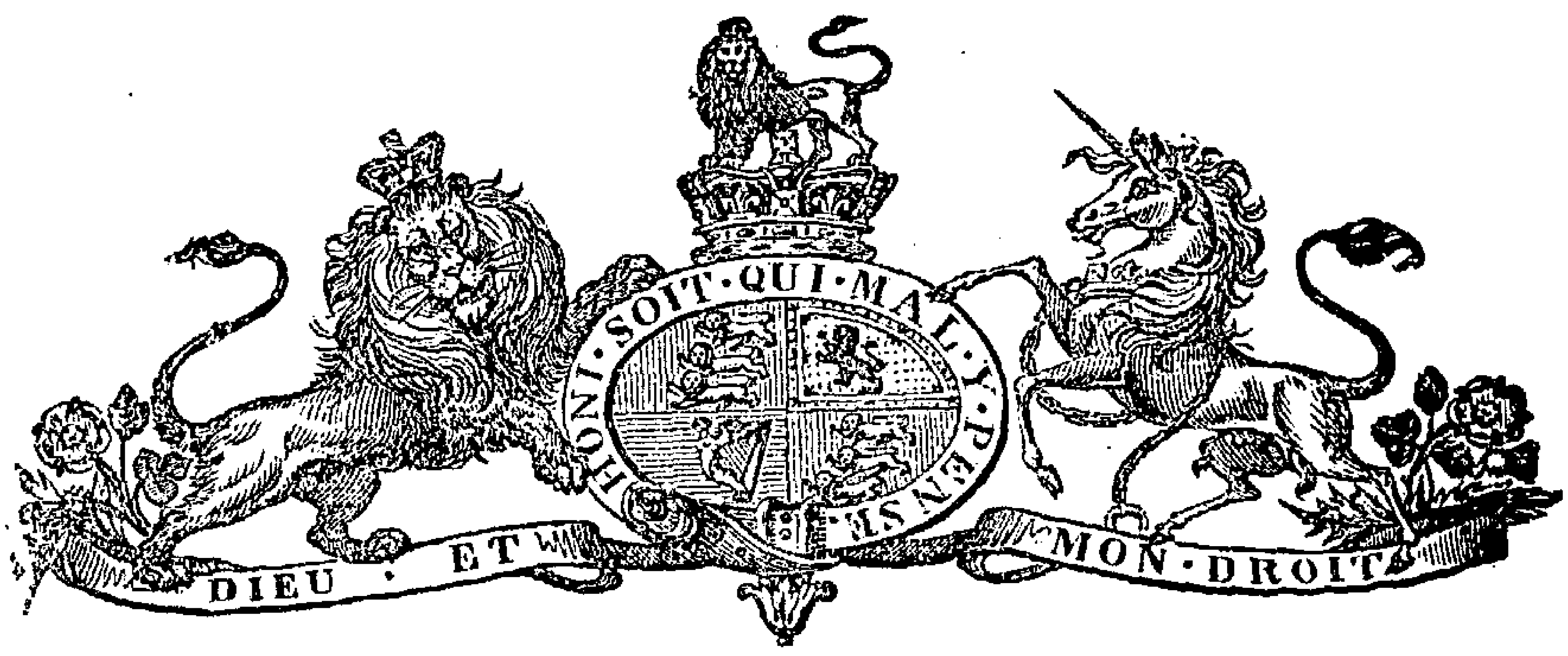


ANNO VICESIMO NONO & TRICESIMO

VICTORIÆ REGINÆ.

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Cap. ccxcviii.

An Act for enabling the *Midland* Railway Company to construct Branch Railways and other Works; for conferring Powers on them with reference to the Undertakings of other Companies; and for other Purposes. [30th *July* 1866.]

WHEREAS it is expedient that the *Midland* Railway Company should be empowered to construct the new Lines of Railway in this Act mentioned, to alter the Line and Levels of their authorized Railway from *Spondon* to *Derby*, to alter the Mode of Construction of their authorized Railway from *Bedford* to *London*, and to abandon the Construction of certain of their authorized Works: And whereas it is expedient that the Company should be empowered (with the Consent of the *Great Northern* Railway Company) to make a Deviation in the Line of the *Hertford*, *Luton*, *and Dunstable* Branch of the *Great Northern* Railway in the Parish of *Luton* in the County of *Bedford*: And whereas it is expedient that the Company should be empowered to acquire and hold as Part of their Undertaking a certain Railway leading from the Main Line of the

the *Midland* Railway in the Parish of *Shirland* in the County of *Derby* to or near the *Shirland* Colliery in the same Parish: And whereas it is expedient that the Company should be empowered to make the new Roads or Streets and Footpaths, and the Alterations and Diversions of Roads or Streets and Footpaths, and to discontinue and appropriate the Portions of Roads and Footpaths, and to execute the other Works in this Act mentioned: And whereas Plans and Sections showing the Lines and Levels of the Railways, Roads, and Works by this Act authorized, and the Lands which the Company are by this Act empowered to acquire for the Purposes thereof, with Books of Reference to such Plans, have been deposited with the Clerks of the Peace for the several Counties within which those respective Railways, Roads, and Works will be constructed and those Lands are situate: And whereas it is expedient that the Time limited by "The *Midland* Railway (*Rowsley and Buxton* Extension) Act, 1862," for the Construction of the Railway to or near *Bugsworth Mills*, being the Railway thirdly described in and authorized by that Act, should be extended: And whereas it is expedient that the Company should be empowered to pass over and use the Portions in this Act mentioned of the Railways of the *Lancashire and Yorkshire* Railway Company and the *Manchester, Sheffield, and Lincolnshire* Railway Company respectively, together with the Works and Conveniences connected therewith respectively, and the Station at *Huddersfield* now used by the *Lancashire and Yorkshire* Railway Company, and that the Agreement made between the Three Companies and contained in the Schedule to this Act should be confirmed: And whereas it is expedient that the Company should be authorized to raise a further Sum of Money, and that further Power should be conferred on the Company: 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 (Branches, &c.) Act, 1866."

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

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," Part I. (relating to the Construction of a Railway) and Part II. (relating to Extension of Time) of "The Railways Clauses Act, 1863," and Part II. (relating to additional Capital) of "The Companies Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form Part of this Act.

3. The

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

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

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

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

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

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

"With respect to the Remedies of Creditors of the Company against the Shareholders;"

"With respect to the borrowing of Money by the Company on Mortgage or Bond;"

"With respect to the Conversion of borrowed Money into Capital;" and

"With respect to the Provision to be made for affording Access to the Special Act by all Parties interested."

Interpretation of Terms.

4. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction: Provided always, that in the Acts wholly or partially incorporated with this Act, and also in this Act, the Expression "the Company" shall mean the *Midland* Railway Company; the Expression "the Railway" or "the Railways" shall mean the Railways by this Act authorized, or any Part thereof; and the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Definition of Term "Parish Clerk."

5. In construing in connexion with this Act "The Railways Clauses Consolidation Act, 1845," the Term "Parish Clerks" in that Act, as regards those Parishes in which, by the Standing Orders of each House of Parliament, Plans, Sections, and other Documents are now required to be deposited with the Vestry Clerk of the Parish, or with the Clerk of the District Board of Works for the District in which the Parish is included, shall be held to mean in the First Case the Vestry Clerks of those Parishes, and in the Second Case the Clerks of those District Boards.

Power to make Railways according to deposited Plans.

6. Subject to the Provisions of this Act, the Company may make and maintain, in the Lines and according to the Levels shown on the deposited Plans and Sections, the new Railways and Deviation of Railway herein-after described, with all proper Stations, Approaches, Works,

Works, and Conveniences connected therewith, and may enter upon, take, and use such of the Lands delineated on the said Plans and described in the deposited Books of Reference as may be required for that Purpose. The new Railways and Deviation of Railway herein-before referred to and authorized by this Act are,—

A Railway, Four Miles Seven Furlongs and Seven Chains or thereabouts in Length, to commence in the Parish of *Radford* in the County of *Nottingham* by a Junction with the *Nottingham and Mansfield* Branch of the *Midland* Railway, and to terminate in the Parish of *Trowell* in the same County by a Junction with the *Erewash Valley* Branch of the *Midland* Railway:

A Railway, Three Miles and Three Furlongs or thereabouts in Length, to commence in the Parish of *Stanton by Dale* in the County of *Derby* by a Junction with the *Stanton* Branch of the *Midland* Railway, and to terminate in the Township of *Shipley* in the Parish of *Heanor* in the same County at or near the *Nutbrook* Colliery:

A Railway, One Mile and Four Furlongs or thereabouts in Length, to commence in the Parish of *Beighton* in the County of *Derby* by a Junction with the Main Line of the *Midland* Railway, and to terminate in the Parish of *Killamarsh* in the same County, between the *Chesterfield* Canal and the Turnpike Road leading from *Rotherham* to *Beighton*:

A Railway, Four Miles Two Furlongs and Seven Chains or thereabouts in Length, to commence in the Township of *Findern* in the Parish of *Mickleover* in the County of *Derby* by a Junction with the Main Line of the *Midland* Railway, and to terminate in the Parish of *Swarkestone* in the same County by a Junction with the Line from *Normanton* to *Breedon-on-the-Hill* authorized by "The *Midland* Railway (New Lines and Additional Powers) Act, 1864:"

A Railway, Two Miles Four Furlongs and Eight Chains or thereabouts in Length, to commence in the Parish of *Stapenhill* in the County of *Derby* by a Junction with the *Leicester and Swannington* Extension of the *Midland* Railway, and to terminate in the Township of *Bretby* in the Parish of *Repton* in the same County at or near the *Bretby* Colliery:

A Railway, Four Furlongs and Two Chains or thereabouts in Length, to commence in the Parish of *Whittington* in the County of *Derby* by a Junction with the Line of the *Midland* Railway from *Chesterfield* to *Sheffield* authorized by "The *Midland* Railway (*Chesterfield and Sheffield*) Act, 1864," and to terminate in the Township of *Newbold* in the Parish of *Chesterfield* in the same County by a Junction with the private Tramway belonging to the *Sheepbridge* Iron and Coal Company (Limited):

A Railway,

A Railway, Six Furlongs and Four Chains or thereabouts in Length, to commence in the Parish of *Tamworth* in the County of *Warwick* by a Junction with the Main Line of the *Midland* Railway, and to terminate in the Parish of *Tamworth* in the same County by a Junction with the *Trent Valley* Line of the *London and North-western* Railway:

An Alteration of and Deviation (Six Furlongs and Two Chains or thereabouts in Length) in the Line and Levels of the Railway from *Spondon* to *Derby*, described in and authorized by "The *Midland* Railway (New Lines and Additional Powers) Act, 1865," to commence in the Parish of *Osmaston* in the County of *Derby* at a Point marked on the Plans referred to in the said Act as denoting One Mile and Two Furlongs, and in or near the Field numbered Six on the said Plans in the said Parish of *Osmaston*, and to terminate in the Parish of *Saint Peter's, Derby*, in the County of *Derby*, by a Junction with the *Midland* Railway at a Point One Chain or thereabouts South-west of the South-western End of the Platform of the *Derby* Passenger Station of the *Midland* Railway:

And the said Railway and Works shall for the Purposes of Tolls and Charges, and for all other Purposes whatsoever, be Part of the Undertaking of the Company, as if the same had been Part of the *Midland* Railway vested in the Company by the Act (Local and Personal) 7th and 8th *Victoria*, Chapter 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) 9th and 10th *Victoria*, Chapter 326, entitled *An Act to consolidate the* Bristol and Gloucester *and* Birmingham and Gloucester *Railway Companies with the* Midland *Railway Company*.

Provision as to Bilborough Cut.

7. In constructing the Railway firstly by this Act authorized through the Field numbered on the deposited Plans 22 in the Parish of *Woollaton*, the Company shall so construct the same as to admit of the *Bilborough* Cut in the said Parish, if altered and reconstructed, being carried over the said Railway; and in the event of the Parties for the Time being entitled to open and use the *Bilborough* Cut giving Notice to the Company of their Intention to open, alter, and reconstruct the same, and to carry the same over the said Railway, the Company shall, at their own Expense, construct and maintain all necessary Works and afford all proper Facilities for enabling the Cut when opened, altered, and reconstructed, to be carried over the said Railway.

Power to make Deviation in Line

8. Subject to the Provisions of this Act, the Company, by Agreement with the *Great Northern* Railway Company, which Agreement that

of Hertford, Luton, and Dunstable Branch of Great Northern Railway.

that Company is hereby empowered to enter into, may make, in the Line and according to the Levels shown on the deposited Plans and Sections relating thereto, a Deviation (Three Furlongs and Two Chains or thereabouts in Length) in the Line of the *Hertford, Luton, and Dunstable* Branch of the *Great Northern* Railway Company, wholly in the Parish of *Luton* in the County of *Bedford*, commencing at a Point One hundred and eight Yards or thereabouts South of the Mile Post denoting Eleven Miles from the Junction of that Railway with the Main Line of the *Great Northern* Railway, and terminating at a Point Sixty-seven Yards or thereabouts North of the Mile Post on the said Railway denoting Ten and a Half Miles from the same Junction, and may enter upon, take, and use such of the Lands delineated on those Plans, and described in the deposited Books of Reference thereto, as may be required for such Purpose.

Power to acquire Railway at Shirland.

9. The Company may acquire by Compulsion or Agreement the Railway next described, and all or any Estate and Interest in the Lands on which the same is constructed, and all Stations, Works, and Conveniences connected therewith; (that is to say,)

A Railway commencing in the Parish of *Shirland* in the County of *Derby* by a Junction with the Main Line of the *Midland* Railway to the Northward of the Bridge which carries the said Railway over the Road from *Amber Mill* to *Chesterfield*, and terminating at or near the *Shirland* Colliery, near to *Coney Green Lane* in the said Parish of *Shirland*:

And the said Railway and Works when so acquired by the Company 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) 7th and 8th *Victoria*, Chapter 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) 9th and 10th *Victoria*, Chapter 326, entitled *An Act to consolidate the* Bristol and Gloucester *and* Birmingham and Gloucester *Railway Companies with the* Midland *Railway Company*.

Power to make Roads and execute other Works.

10. 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 relating thereto, the new Roads, Streets, or Footpaths, and Diversions of Roads or Footpaths, and other Works herein-after described, and may exercise the several other Powers herein-after mentioned, and may enter upon, take, and use such of the Lands delineated on the deposited Plans relating thereto,

and

and described in the deposited Books of Reference to such Plans, as may be required for those Purposes; (that is to say,)

They may make a new Road wholly in the Parish of *Ampthill* in the County of *Bedford*, commencing from and out of the public Road leading from *Dunstable* to *Ampthill*, and terminating at or near the intended Passenger Station of the Company at *Ampthill*:

They may stop up and discontinue and extinguish all Rights of Way over and may appropriate to the Use of the Company so much of the existing public Footpath in the Parish of *Saint Paul* in the Borough of *Bedford* in the County of *Bedford* as lies between the Western End of *Commercial Road* and a Point Three hundred and fifty Yards or thereabouts measured along the Course of such public Footpath in a Westerly Direction, and in lieu thereof may construct a Footpath in the same Parish, commencing at the Point at which the last-mentioned Road is proposed to be discontinued, and terminating by a Junction with the Road leading from *Coxes Pit* to *Bedford* at or near a Point Seventy-five Yards or thereabouts to the Westward of the *Midland* Railway:

They may stop up and discontinue and extinguish all Rights of Way over so much of the existing Footpath leading from *Harlington* to *Toddington* in the Parish of *Harlington* in the County of *Bedford* as lies between a Point Two hundred and twenty Yards or thereabouts South-west of the Junction of the said Footpath with the Road leading from *Sundon* to *Barton* and a Point on the same Footpath measured along the Course thereof in a South-westerly Direction for a Distance of Four hundred and eighty Yards or thereabouts, and may appropriate to the Purposes of the Company so much of the said Footpath as extends through the Company's Lands already staked out for the Purposes of their Railway and Station, and in lieu thereof may make a Footpath in the said Parish commencing at the Point where the proposed Discontinuance of the existing Footpath will commence, extending in a Southerly Direction for a Distance of Two hundred and twenty Yards or thereabouts, and in a Westerly Direction for a Distance of Three hundred and fifty Yards or thereabouts, and terminating by a Junction with the said Footpath leading from *Harlington* to *Toddington*:

They may make a new Road in the Parish of *Luton* in the County of *Bedford*, commencing at or near the Junction of the Road leading from *Sundon* to *Leagrave* with the Road leading from and out of that Road to *Luton*, and terminating by a Junction with the Road leading from *Luton* to *Leagrave* at a Point One hundred and fifty Yards or thereabouts West of the Junction of such last-mentioned Road with the Road leading from *Leagrave* to *Limbury*; and may alter, widen, and improve the Road leading from

from *Luton* to *Leagrave*, at or near its Junction with the Road from *Leagrave* to *Limbury*, for a Distance of Fifty Yards Westward and Fifty Yards South-westward of such Junction; and may stop up and discontinue as a public Thoroughfare so much of the public Road leading from *Luton* into the said Road from *Leagrave* to *Sundon* as lies between the Commencement of the proposed new Road and the Junction of the said Roads from *Luton* to *Leagrave* and *Leagrave* to *Limbury*, and may appropriate to the Use of the Company so much of the said Road leading from *Luton* into the said Road from *Leagrave* to *Sundon* as extends through the Company's Lands already staked out for the Purposes of their Railway:

They may make a new Road in the Parish of *Luton* commencing at or near the Bridge carrying the *Hertford, Luton, and Dunstable* Branch of the *Great Northern* Railway over the Road leading from *Luton* to *Barton*, and terminating by a Junction with the same Road at a Point Eleven and a Half Chains or thereabouts to the Eastward of the said Bridge, and may stop up and discontinue and appropriate to the Purposes of the Company so much of the existing Road as lies between the Commencement and Terminus of the intended new Road:

They may make another new Road in the said Parish of *Luton* commencing by a Junction with the last-mentioned Road at a Point Four and a Half Chains or thereabouts to the Eastward of the said Bridge, and terminating by a Junction with the Road leading from *Luton* to *Hitchin* at a Point Five Chains or thereabouts East of the Bridge carrying the *Hertford, Luton, and Dunstable* Branch of the *Great Northern* Railway over such last-mentioned Road, and also terminating at or near *High Town, Luton*, by a Junction with the Road leading through *High Town, Luton*, to *Round Green*, at a Point Ninety-five Yards to the East of the Junction of that Road with the public Footpath from *High Town* to the Road from *Luton* to *Barton*:

They may widen and improve so much of the existing Road within the said Parish of *Luton* leading from *Round Green* to *Luton* as extends from the last-mentioned Terminus to the intended Road lastly herein-before described for a Distance of Forty Yards or thereabouts:

They may construct a Footpath within the said Parish of *Luton* commencing from and out of the last-mentioned intended Road at a Point Eleven and a Half Chains or thereabouts Northward of the Junction of such last-mentioned intended Road with the Road leading from *Hitchin* to *Luton*, and terminating by a Junction with the existing Footpath leading from *High Town* to *Luton*:

They may stop up and discontinue as a public Thoroughfare, and extinguish all Rights of Way over, and appropriate to the Use of the Company, the existing public Road between the Eastern Side

Side of the Bridge carrying the *Hertford, Luton, and Dunstable* Branch of the *Great Northern* Railway over the Road leading from *Luton* to *Barton* and the Eastern Side of the Bridge carrying the same Railway over the Road leading from *Luton* to *Hitchin*, and also so much of the existing Road as lies between the Road so proposed to be discontinued and the new Road in the Parish of *Luton* secondly herein-before described, and also so much of the existing public Footpath as lies between the secondly-mentioned Road proposed to be discontinued and the last-mentioned proposed new Road:

They may make an Alteration or Diversion in the Parish of *Luton* in the County of *Bedford* in the public Road leading from *Chiltern Green* into the Road from *Wheathampstead* to *Luton*, such Alteration or Diversion commencing at a Point Four and a Half Chains or thereabouts Eastward of its Junction with such last-mentioned Road, and extending for Twenty-one Chains or thereabouts in an Easterly Direction until it forms a Junction with such first-mentioned Road, and may stop up and discontinue as a Thoroughfare and extinguish all Rights of Way over so much of the existing Road as will be rendered unnecessary by reason of such Alteration or Diversion:

They may make the following Deviation and Alteration of Road and new Roads in the Parish of *Hendon* in the County of *Middlesex* following; (that is to say,)

No. 1. A Deviation in and Alteration of the Line and Levels of the Road leading from *Hendon* by *Bunn's* Farm and *Goldbeater's* Farm to *Edgware*, to commence at a Point Twelve Chains or thereabouts to the South-east of the Eastern Corner of the Farm Buildings forming Part of and known as *Bunn's* Farm, and which abut on the said Road, and to terminate by a Junction with the same Road at a Point thereon Eleven Chains or thereabouts West of the Junction of such Road with the Road leading thereout by *Dold Street* to *Highwood Hill* from *Edgware* (which Portion of Road as proposed to be deviated is herein-after referred to as Road No. 1.):

No. 2. A new Road in the same Parish (herein-after referred to as Road No. 2.) to commence and lead out of Road No. 1. at a Point Three Chains or thereabouts North-westward of the Commencement of the Road No. 1. herein-before described, and to terminate by a Junction with the Road from *Bunn's* Farm to *Highwood Hill* at a Point Three Chains or thereabouts North-east of the Junction of that Road at *Bunn's* Farm with the Road leading from *Hendon* by *Bunn's* Farm and *Goldbeater's* Farm to *Edgware*:

No. 3. A new Road in the same Parish (herein-after referred to as Road No. 3.) to commence and lead out of the Road No. 1.

at a Point Seven Chains or thereabouts to the South-eastward of the Terminus of such Road as herein-before described, and to terminate by a Junction with the said Road leading from *Hendon* by *Bunn's* Farm and *Goldbeater's* Farm to *Edgware* at a Point One Chain or thereabouts Westward of the Junction of such last-mentioned Road with the Road leading thereout by *Dold Street* to *Highwood Hill* from *Edgware*; and may stop up and discontinue as public Thoroughfares and extinguish all Rights of Way over so much of the Road leading from *Hendon* by *Bunn's* Farm and *Goldbeater's* Farm to *Edgware* as is situate between the Point of Commencement of Road No. 1. as herein-before described and the Junction of the said Road leading from *Hendon* by *Bunn's* Farm and *Goldbeater's* Farm to *Edgware* with the Road leading thereout by *Dold Street* to *Highwood Hill* from *Edgware*, and also so much of the same Road as is situate between the Terminus of Road No. 1. and the Terminus of Road No. 3. herein-before respectively described, and also so much of the Road leading from *Bunn's* Farm to *Highwood Hill* as is situate between *Bunn's* Farm and the Terminus of the Road No. 2. herein-before described:

They may widen and improve *Elstree Street* in the Parish of *Saint Pancras* in the County of *Middlesex* throughout the whole Length thereof, and extend the same from its Terminus into *Brill Crescent* and *Phœnix Street*:

They may alter, widen, and improve so much of the *Kingsland Road* in the Out-Parish of *Saint Philip and Jacob* in the City and County of *Bristol* as lies between a Point Fifty Yards or thereabouts North-west of *Sussex Street* and the South-west Side of the Lower Yard Branch of the Company's Railway, and may construct a new Street in continuation of *Kingsland Road* from the South-west Side of the said Railway to the Intersection of *Barton Road*, *Clarke Street*, and *Union Road* in the same Parish, and may alter the Line and Levels of so much of *Kingsland Road* as lies between *Sussex Street* and the South-western Side of the said Branch Railway, and may stop up and discontinue and appropriate to the Use of the Company so much of *Kingsland Road* as lies to the North-westward of the said Branch Railway and the said intended new Street:

They may alter the Line and Levels of *Barton Hill Road* in the Out-Parish of *Saint Philip and Jacob* in the said City and County of *Bristol* for the Purpose of carrying the said Road over the Company's Lower Branch Railway and Goods Railway in the same Parish.

Notwithstanding anything in 26 & 27 Vict. c. lxxiv. and 27 & 28 Vict.

11. Notwithstanding anything in "The *Midland* Railway (Extension to *London*) Act, 1863," and "The *Midland* Railway (New Lines and

and Additional Powers) Act, 1864," or either of them, contained, the Company may construct, by means of a covered Way or Tunnel instead of open Cutting, so much of their Railway from *Bedford* to *London* authorized by those Acts as extends from the Southern End of the Tunnel in the Parish of *Saint John, Hampstead*, in the County of *Middlesex*, for a Distance in a Southerly Direction of Four Chains and Three Quarters of a Chain or thereabouts.

c. ccxlv., Power to substitute covered Way or Tunnelling for open Cutting n Portion Bedford and London Railway.

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

Power to raise additional Money by Creation of Shares or Stock.

13. The Company shall not issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth of the Amount of such Share shall have been paid in respect thereof.

Shares not to issue until One Fifth paid up.

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

New Shares raised under this Act and any other Act of this Session may be of same Class.

15. If at the Time of the Creation of new Shares under this Act the then existing Ordinary Consolidated Stock in the Company be at a Premium, or of greater actual Value (according to the Market Price thereof in the City of *London*) than the nominal Value thereof, such new Shares shall be of such Amounts (not other than an integral Number of Pounds Sterling *per* Share) as will allow the same to be conveniently apportioned among the then Holders of all Shares or Stock in the Company (other than and except Shares or Stock to which any Guaranteed or Preferential Dividend of a fixed Amount, without further Participation in the Profits of the Company, shall have been assigned) in proportion to the Number of Shares or Amount of Stock held by them respectively, and such new Shares may be either of one Class or of different Classes; and the Directors of the Company may from Time to Time (but subject to the Provisions of this Act) fix the Amounts and Times of Payments of the Calls on the new

As to Amount and Issue of new Shares.

new Shares created under the Powers of this Act; and every Holder of Shares or Stock in the Company at the Time of such Creation as aforesaid, other than and except as aforesaid, shall in such Proportion as aforesaid be entitled to an Allotment of the new Shares according to the Provisions of this Act, and no Holder of any Shares or Stock entitled to a fixed Amount of Dividend without further Participation in the Profits of the Company shall be entitled to any Apportionment of any such new Shares.

Votes in respect of new Shares.

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

Shares of same Class to have like Privileges.

17. All Shares of the same Class created under this Act shall confer like Privileges and shall bear like Dividends or Interest and be subject to like Restrictions (if any).

Vesting or other Disposition of new Shares.

18. All new Shares created under this Act shall vest in and belong to the then Shareholders who shall accept the same and pay the First Instalment thereon to the Amount and at the Time which shall be fixed by the Directors and specified in the Letter offering the new Shares.

Shares not accepted may be disposed of by Company.

19. If any Shareholder for One Month after such Offer of new Shares fail to accept the same and pay the First Instalment called for in respect thereof, then the Company may authorize the Directors to dispose of the same in such Manner as they may deem most for the Advantage of the Company.

Qualification of new Shares.

20. Except as by or under the Powers of this Act otherwise provided, all new Shares issued under the Powers of this Act shall, in proportion to the aggregate Amount from Time to Time paid up on the new Shares held by the same Person at the same Time, entitle the respective Holders thereof to the same Dividends and Profits and confer on them the like Qualifications and the like Rights of voting as the like Amount paid up on existing Shares or Stock of the Company (other than and except as aforesaid): Provided always, that unless otherwise determined by the Meeting sanctioning the new Shares, no Person shall be entitled to vote in respect of any of the new Shares to which a fixed or Preferential Dividend or other special Advantage shall be assigned.

Saving Rights of

21. This Act or anything therein contained shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend

Dividend on any other Shares or Stock which shall have been granted by the Company in pursuance of or which may have been confirmed by any previous Act of Parliament, or which may otherwise be lawfully subsisting, or any Dividend on any *Midland* Mortgage, Preference Shares or Stock, or any Payment in respect of *Midland* Annuities. existing Preference Shareholders.

22. The Company may from Time to Time borrow on Mortgage any Sum not exceeding in the whole One hundred and sixteen thousand Pounds, in addition to the Sums which they are or may be authorized to borrow by any other Act or Acts of Parliament, but no Part thereof shall be borrowed until Shares for the whole of the Sum by this Act authorized to be raised by Shares shall have been issued and accepted and One Half of such Sum shall have been paid up, and the Company have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that Shares for all the Capital which the Company are by this Act authorized to raise by Shares have been issued and accepted, and that One Half of such Capital has been paid up, and that not less than One Fifth Part of the Amount of each separate Share has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Shares were issued *bonâ fide*, and are held by Persons or their Assigns, and that such Persons or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof. Power to borrow on Mortgage.

23. All Mortgages and Bonds granted by the Company in pursuance of the Powers of any Act of Parliament before the passing of this Act, and which shall be subsisting at the Time of the passing thereof, shall during the Continuance of such Mortgages and Bonds have Priority over any Mortgages to be granted by virtue of this Act. Existing Mortgages to have Priority.

24. All Monies raised under this Act, whether by Shares or borrowing, shall be applied for the Purposes of this Act only. Application of Monies.

25. The Company from Time to Time may apply for or towards all or any of the Purposes of this Act any Sums of Money which they have already raised or are authorized to raise by any of their Acts, and which are not required for the Purposes to which they are by those Acts made specially liable. Company may apply Corporate Funds.

26. The Quantity of Land to be taken by the Company for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Five Acres. Lands for extraordinary Purposes.

Powers for compulsory Purchases limited.

27. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for Completion of Works.

28. The Alteration of or Deviation in the Railway from *Spondon* to *Derby* by this Act authorized shall be completed by the 5th Day of *July* 1870, and the new Railways, Roads, and Streets by this Act authorized shall be completed within Five Years from the passing of this Act; and on the Expiration of those respective Periods the Powers by this Act granted to the Company for making the same respectively, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Inclinations of Roads.

29. In altering for the Purposes of this Act the Roads next hereinafter mentioned, the Company may make the same of any Inclinations not steeper than the Inclinations herein-after mentioned in connexion therewith respectively; (that is to say,)

No. on deposited Plans.	Parish.	Description of Road.	Intended Inclination.
39	Ilkstone - -	Turnpike Road -	1 in 20 on one Side and level on the other.
7	Repton - -	Turnpike Road -	1 in 25.

Notice to be given of taking Houses of Labouring Classes.

30. The Company shall, not less than Eight Weeks before they take in any Parish Fifteen Houses or more occupied either wholly or partially by Persons belonging to the Labouring Classes as Tenants or Lodgers, make known their Intention to take the same by Placards Handbills, or other general Notice placed in public View upon or within a reasonable Distance from such Houses, and the Company shall not take any such Houses until they have obtained the Certificate of a Justice that it has been proved to his Satisfaction that the Company have made known their Intention to take the same in manner herein-before required.

Penalty for Non-completion of Railways within Time limited.

31. If the said Alteration and new Railways by this Act respectively authorized be not completed and opened for public Traffic within the respective Periods by this Act limited for the Completion thereof, then (subject to the Provision herein-after contained) the Company shall be liable to forfeit and pay the Sum of Fifty Pounds for every Day after the Expiration of those respective Periods during which the Railway shall remain unopened, which Amount shall be a Debt from the Company to the Crown, and be recoverable accordingly: Provided always, that no such Penalty shall accrue or be payable for or in respect of any Time during which the Company may be prevented from completing

pleting or opening the Railway by unforeseen Accident or Circumstances beyond their Control (of which Prevention, and of the Time for which it may have endured, the Certificate of the Board of Trade shall be sufficient Evidence), and that Board, on the Production of such Proof as they shall deem sufficient, shall grant such Certificate accordingly: Provided always, that the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company.

For Protection of Property of North Staffordshire Railway Company.

32. And whereas the Railway (herein-after called the Junction Railway) which is described in Section Six as to commence in the Township of *Findern* in the Parish of *Mickleover* in the County of *Derby* by a Junction with the Main Line of the *Midland* Railway, and to terminate in the Parish of *Swarkestone* in the same County by a Junction with the authorized Line of the Company from *Normanton* to *Breedon-on-the-Hill*, is to be carried over the Navigation from the *Trent* to the *Mersey*: Therefore, for the Protection of the *North Staffordshire* Railway Company and their Navigation, the Company shall be subject to and shall observe, fulfil, and conform to the following Conditions, Restrictions, and Obligations; to wit,

The clear Height of the Bridge above the Surface of the Water of the Navigation shall not be less than Ten Feet, and the Bridge shall be of such Width as shall leave an open and uninterrupted navigable Waterway in the Navigation of not less than the present Width at the crossing thereof, and a Towing-path of not less than Seven Feet Six Inches in Width, and the Piers or Abutments of the Bridge shall be placed in such Direction adjoining the said Navigation and Towing-path as shall be approved for that Purpose by the Engineer for the Time being of the *North Staffordshire* Railway Company:

The Company shall not, in constructing the Bridge over the Navigation, or in any other Case, or for any other Purpose, permanently alter the Line or Level of the said Navigation or Towing-path, or obstruct the Navigation or any Part thereof, or divert any of the Waters thereof or which now supply the Navigation, or permanently injure any of the Works, Slopes, or Embankments of the Navigation:

During the Construction of the said Bridges, and during any necessary Repairs thereof, there shall at all Times be left a free, open, uninterrupted navigable Waterway in the said Navigation of not less than Eighteen Feet in Width, and a Towing-path of not less than Six Feet in Width, and a Space above the Surface of the Water of the Navigation of not less than Nine Feet in Height in the Clear, and over the Towing-path of not less than Seven Feet Six Inches in the Clear:

Except for the Purpose of constructing and maintaining the Junction Railway over the said Navigation and Towing-path pursuant to the Provisions of this Act, the Company shall not construct any permanent Line of Rails within the Distance of Twenty-two Yards from the Fence of the Towing-path of the Navigation and on the South Side thereof; and the Company shall permit the *North Staffordshire* Railway Company to use any Land of the Company, and of the Slopes of the Embankment or Cutting of the Junction Railway which may be between that Railway and the Navigation, and which may be necessary for the Purpose of constructing and maintaining thereon any Railway or other Works for or in connexion with the Railway or the Navigation of the *North Staffordshire* Railway Company: Provided always, that the *North Staffordshire* Railway Company shall not, in constructing, maintaining, or using any such Railway or Works, in any way interfere with the Junction Railway, or so as to obstruct or impede the Traffic thereon: Provided also, that the Price or Compensation to be paid by the *North Staffordshire* Railway Company to the Company for the User of the said Land and Slopes shall, if the Two Companies differ about the same, be settled by Arbitration in the Manner provided by "The Lands Clauses Consolidation Act, 1845," for the Settlement of Disputes by Arbitration:

The Company shall not, without the previous Consent in Writing of the *North Staffordshire* Railway Company under their Common Seal, enter upon, take, use, or interfere with, either temporarily or permanently, any of the Lands, Works, or Property of the *North Staffordshire* Railway Company, save only for the Purpose of carrying the Junction Railway over the said Navigation in manner aforesaid, and the Company shall at all times keep the said Bridge and the Works connected therewith in good and substantial Repair.

Penalty for obstructing Navigation.

33. If in the Execution of any of the Works by this Act authorized, or by reason or in consequence of any of those Works when made, or of any Act or Omission of the Company, the Navigation or the Towing-path thereof shall at any Time be so obstructed or impeded as that Boats, Barges, or other Vessels, Men or Horses, using the same cannot conveniently pass along the same, then and in every such Case the Company shall pay to the *North Staffordshire* Railway Company, as or by way of ascertained Damages, the Sum of Twenty Pounds for any Day or Part of a Day during which any such Obstruction or Impediment shall continue; and the *North Staffordshire* Railway Company may, at the Costs and Charges of the Company, remove such Obstruction or Impediment, and make good all Damage or Injury to the Navigation or Towing-path occasioned thereby; and in

in default of Payment of any Costs and Charges, or of any such Sum or Sums as aforesaid, within Ten Days after Demand thereof in Writing given to the Secretary of the Company, or left at the Office or Place of Business of such Secretary, the *North Staffordshire* Railway Company may recover the same in any Court of competent Jurisdiction.

As to crossing of Nottingham Canal.

34. And whereas the Railway is intended to cross over the *Nottingham* Canal, of which the *Great Northern* Railway Company are Lessees for a Term of Nine hundred and ninety-nine Years, and it is expedient that the following Provisions be made for the Protection of the said Canal: Be it therefore enacted as follows:

(a.) The Abutments or Piers of the Bridge for carrying the Railway over the *Nottingham* Canal shall be set in a Direction parallel with the Line or Course of the Canal, and so constructed as not to diminish or contract the Width of the Waterway of the Canal, or the Works connected therewith, but so as to leave in One Span or Opening the whole of the present Width of the Waterway of the Canal, and of a Towing-path of the Width of Eight Feet; and such Bridge shall be so constructed with horizontal or flat Girders as to leave for the whole Span thereof over the said Canal and Towing-paths a clear and continuous Headway below the Soffit of the Girder or Bridge from one Pier or Abutment to the other of Eleven Feet at the least above the Top-water Level of the Canal:

(b.) The said Bridge shall be constructed to the reasonable Satisfaction of the Engineer for the Time being of the *Great Northern* Railway Company and with all practicable Despatch:

(c.) Notwithstanding anything in this Act contained, it shall not be lawful for the Company to purchase, take, or acquire any Part of the said Canal or of the Towing-paths or Banks thereof, or the Site, Soil, or Freehold thereof respectively, or any Right, Title, or Interest therein or thereto respectively, but the Company may acquire such Easement only as shall be necessary for enabling them to construct, maintain, and use, under and subject and according to the Provisions of this Act, the Bridge and the Works connected therewith by this Act authorized:

(d.) If in the Execution or by reason of the Construction, Maintenance, or Repair of the said Bridge and Works connected therewith, or any of them, or by reason of any Act or Omission of the Company, their Agents, Servants, or Workmen, any Stone or Brickwork, Materials or Rubbish, shall fall into or be deposited in the said Canal, the Company shall and they are hereby required from Time to Time forthwith, as

and when the same shall fall into or be deposited therein respectively, to remove and clear away the same at their own Expense:

(e.) In every Case in which the Company, on receiving Notice in Writing requiring them so to do from the *Great Northern* Railway Company, shall not forthwith remove and clear away any Stone or Brickwork, Materials or Rubbish, which shall as aforesaid have fallen into or become or been deposited in the said Canal, it shall be lawful for the *Great Northern* Railway Company to remove and clear away the same, and all proper and necessary Expenses thereof, and also the Loss or Damage occasioned thereby, shall be repaid to them by the Company; and in default of Payment thereof on Demand (so that such Demand be in Writing and state the Particulars of all such proper and necessary Expenses, Loss, and Damage) the *Great Northern* Railway Company may recover the same in manner provided by "The Railways Clauses Consolidation Act, 1845," for the Recovery of Forfeitures, Penalties, and Costs:

(f.) If in the Construction, Maintenance, or Repair of the said Bridge or the Works connected therewith, or by reason of any Act or Omission of the Company, their Agents, Servants, or Workmen, the said Canal or the Towing-paths or Works connected therewith shall at any Time be obstructed or impeded so as to hinder the Use thereof, or if any Leakage be occasioned to the said Canal, or the Water thereof be wasted by reason of the said Works or by reason of any Act or Default in or about the Construction, Maintenance, or Repair thereof, then and in any of such Cases it shall be lawful for the *Great Northern* Railway Company, at the Cost and Charges of the Company, to remove any such Obstruction, and repair and stop any such Leakage or Waste of Water, and the Company shall for or in respect of such Obstruction, Leakage, or Waste pay to the *Great Northern* Railway Company, by way of ascertained Damages and not as a Penalty, the Sum of Five Pounds for every Hour during which such Obstruction, Leakage, or Waste of Water shall continue; and in addition to such ascertained Damages the Company shall from Time to Time repay to the *Great Northern* Railway Company the Amount of the Costs and Expenses which shall from Time to Time be recovered by them in and about the Removal of every such Obstruction, or repairing, stopping, or making good any such Leakage or Waste of Water or other Injuries to the said Canal or the Towing-paths or Works connected therewith; and in default of Payment of such ascertained Damages, or of such

such Costs and Expenses as aforesaid, within Ten Days after Demand thereof in Writing given to the Secretary of the Company or left at his Office or Place of Business, the same respectively shall be recoverable in such Manner as is provided by "The Railways Clauses Consolidation Act, 1845," with respect to the Recovery of Forfeitures, Penalties, and Costs.

All Works connected with New River Company to be done to the Satisfaction of their Engineer.

35. And whereas in the Execution of the Works by this Act authorized the Mains, Pipes, Syphons, Plugs, and other Works belonging to the *New River* Company may be intersected or otherwise interfered with, and it is expedient that such Provision should be made as is hereafter contained for providing against the Supply of Water being impeded: Therefore 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 and execute with reference to the Mains, Pipes, Syphons, Plugs, or other Works of the said *New River* Company shall be done and executed by and at the Cost of the Company, but to the entire Satisfaction and under the Superintendence of the Engineer for the Time being of the *New River* 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 said *New River* Company as aforesaid.

Provision for Extension of Water Supply.

36. In every Case in which the Works of the Company shall interfere with the Mains of the said *New River* Company the Company shall give every reasonable Facility for Provision being made, when required, by and at the Expense of the *New River* Company, so as to allow such Mains to be replaced by Mains of a larger Size, and enable the said *New River* Company to supply the increasing Demands of the Public; and if any Difference shall arise between such Engineer and the Company as to the Extent of such Facility, the same shall be settled by an Engineer to be appointed by the Board of Trade under the Hand of One of their Secretaries at the Request of either Company.

Expense of Repairs of Water Pipes, &c. to be borne by Railway Company in certain Cases.

37. The Expense of all Repairs or Renewal of the said Pipes or Mains, or any Works in connexion therewith, which may at any Time hereafter be rendered necessary by the Acts or Defaults of the Company, their Contractors, Agents, Workmen, or Servants, or any Person in the Employ of them or any or either of them, shall be borne and paid by the Company, and may be recovered against them by the said *New River* Company in any Court of competent Jurisdiction.

Penalty for interrupting the Supply of Water.

38. If any Interruption whatever in the Supply of Water by the said *New River* Company shall, in the Exercise of the Powers of this Act,

Act, be in any way occasioned by the Company or by the Acts of any of their Contractors, Agents, Workmen, or Servants, or any Person in the Employ of them or any or either of them, the Company shall forfeit and pay to the said *New River* Company, for the Use and Benefit of the said Company, the Sum of Ten Pounds for every Hour during which such Interruption shall continue, such Sum to be recovered by the said *New River* Company in any Court of competent Jurisdiction.

New River Company empowered to repair and lay Pipes on Lands of Railway Company.

39. It shall be lawful for the said *New River* Company, by their Engineers, Workmen, and others in their Employment, at all Times when it may be necessary, but under the Superintendence and subject to the Control in all respects of the Engineer of the Company for the Time being, to enter upon the Railway, Lands, and Premises of the Company at any Point or Place where there are existing Mains or Pipes belonging to the *New River* Company, and to do all such Works in and upon such Railway, Lands, and Premises as may be necessary for repairing, maintaining, or removing or replacing such Mains or Pipes under or over the same Railway, Lands, and Premises: Provided always, that in so doing the said *New River* Company, or their Engineers or Workmen, or others in their Employment, shall not interrupt the Traffic passing on the said Railway or any of the Railways by this Act authorized; and provided also, that such Company shall make good and reimburse to the Company all Damages to the Railways or any of the Railways and Works by this Act authorized occasioned by the Exercise of the Powers by this Clause reserved.

Pipes of Bristol Gas and Water Companies not to be removed or injured.

40. If in the Execution of the Works and Powers hereby authorized, or any or either of them, the Company shall have Occasion to alter the Level, Direction, or Situation of any Dock, Tramway, Quay, Street, Road, or Bridge, so as to render necessary or desirable the Removal or Alteration of the Position or Level of any Mains or Pipes of the *Bristol United* Gaslight Company or the *Bristol* Waterworks Company, the Company shall give Fourteen Days Notice to the said Gaslight Company or the said Waterworks Company, as the Case may be, and the said Gaslight Company or the said Waterworks Company shall forthwith make such Removal or Alteration as may be so rendered necessary or desirable as aforesaid, and do all Works incident thereto, and all Expenses to be thereby incurred shall be defrayed by the Company: Provided always, that this Clause shall not in any way diminish or prejudice the Rights and Privileges of the said Gaslight Company or the said Waterworks Company.

For Protection of the Bristol

41. Nothing in this Act contained shall interfere with the Exercise by the *Bristol United* Gaslight Company or the *Bristol* Waterworks Company

United Gaslight Company and the Bristol Waterworks Company.

Company of the Powers and Privileges conferred upon them respectively by any Act or Acts of Parliament relating to them respectively of laying down and maintaining, and, as Occasion may require, of repairing or altering, any Pipes in and under any of the public Streets or Thoroughfares upon which any Works may under the Authority of this Act be executed: Provided always, that the said Gaslight Company and the said Waterworks Company shall, with all reasonable Despatch and to the reasonable Satisfaction of the Company, and in the Manner directed by the Company, enter upon and make such Repairs and Alterations, and the said Gas Company or Waterworks Company shall in the Execution thereof in no Case interfere with or in anywise impede the said Working and Use of any Railway of the Company or any Works relating thereto.

For Protection of Derby Gas Company.

42. Inasmuch as One of the Railways described in and authorized by this Act will interfere with the Access to and User of the Gasworks of the *Derby* Gas Company, therefore the Company shall make and maintain, in substitution for the Road so interfered with, such Roads and other Works and Conveniences for affording Access to and convenient User of the Gasworks, and on such Terms and Conditions, as shall have been agreed on between the Company and the *Derby* Gas Company, or as, failing Agreement between them, shall be determined by Arbitration.

Power to deviate in Construction of Roads, &c.

43. In constructing the new Roads or Streets and Diversions of Roads or Streets by this Act authorized, the Company may deviate to the Extent of the Limits of Deviation marked on the deposited Plans, and may deviate from the Levels shown on the deposited Sections to any Extent not exceeding Five Feet.

New Roads at Hendon to be kept in repair by the Company for a certain Period.

44. As regards the new Roads in the Parish of *Hendon* by this Act authorized to be constructed, the Company shall and they are hereby required to keep the same in good and sufficient Repair for a Period of Seven Years from the Time of the Completion thereof.

Provision for Repair of new Roads.

45. Subject to the Provision in this Act contained in reference to the Repair of the new Roads at *Hendon*, the new Roads and Streets to be made by the Company under this Act, when made and completed, and the Roads which the Company are by this Act empowered to alter and divert, when so altered and diverted, shall respectively from Time to Time be repaired and maintained by and at the Expense of the same Parties, in the same Manner and to the same Extent as other Roads or Streets within the Townships or Parishes respectively in which such new or altered or diverted Roads or Streets will be situate are from Time to Time liable to be repaired or maintained: Provided always,

always, that if any Question shall arise between the Company and any of such Parties as to the due Completion of such new Roads or Streets, or of such Alterations or Diversions, such Questions shall from Time to Time be determined by Two Justices, on the Application of either of the Parties in difference, and after not less than Seven Days Notice to both Parties of the sitting of such Justices for the Purpose, and the Certificate of such Justices of the due Completion of such new Roads or Streets, or, as the Case may be, of such Alterations or Deviations respectively, shall be conclusive Evidence of the Fact so certified.

Company may abandon Portions of authorized Lines.

46. The Company shall abandon the Construction of the Railway secondly described in and authorized by "The *Midland* Railway (New Lines and Additional Powers) Act, 1864," and also so much of the Railway described in and authorized by "The *Midland* Railway (New Lines and Additional Powers) Act, 1865," and therein numbered 12, as lies between the Point marked One Mile and Two Furlongs on the Plans referred to in that Act and the Termination of the said Railway.

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

47. The Abandonment by the Company under the Authority of this Act of any Railway or Portion of Railway or Works shall not prejudice or affect the Right of the Owner or Occupier of any Land to receive Compensation in accordance with the Provisions in that Behalf of "The Lands Clauses Consolidation Act, 1845," for any Damage occasioned by the Entry of the Company on such Land for the Purpose of surveying and taking Levels, or probing or boring to ascertain the Nature of the Soil, or setting out of the Line of Railway, and shall not prejudice or affect the Right of the Owner or Occupier of any Land which may have been temporarily occupied by the Company to receive Compensation in accordance with the Provisions in that Behalf of "The Railways Clauses Consolidation Act, 1845," for such temporary Occupation, or for any Loss, Damage, or Injury which may have been sustained by such Owner or Occupier by reason thereof, or of the Exercise as regards such Land of any of the Powers contained in the last-mentioned Act or "The *Midland* Railway (New Lines and Additional Powers) Act, 1864," and "The *Midland* Railway (New Lines and Additional Powers) Act, 1865," or either of them.

Compensation to be made in respect of Portions of Railways abandoned.

48. Where before the passing of this Act any Contract may have been entered into or Notice given by the Company for the purchasing of any Land for the Purposes of or in relation to any Portions of the Railways or Works authorized to be abandoned by this Act, and which shall not be required for the Purposes of any of the Works by this Act authorized, full Compensation shall be made by the Company to the

the Owners and Occupiers or other Persons interested in such Lands for all Injury or Damage sustained by them respectively by reason of the Purchase not being completed pursuant to the Contract or Notice, and the Amount and Application of the Compensation shall be determined in manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of Compensation paid for Lands taken under the Provisions thereof.

Provision with reference to Bugsworth Branch.

49. And whereas by "The *Manchester, Sheffield, and Lincolnshire* Railway (Additional Works) Act, 1861," (herein-after called "the *Sheffield* Act of 1861,") the *Manchester, Sheffield, and Lincolnshire* Railway Company (herein-after called "the *Sheffield* Company") were empowered to construct, among others, a Railway from a Point at or near *New Mills* in the Parish of *Glossop* in the County of *Derby* to or near *Crist Quarry* in the Parish of *Chapel-en-le-Frith* in the same County: And whereas by "The *Midland* Railway (*Rowsley and Buxton* Extension) Act, 1862," (herein-after called "the Act of 1862,") the Company were empowered to construct certain Railways, all in the County of *Derby*, including a Branch from or near *New Mills* to join the said authorized Line of the *Manchester, Sheffield, and Lincolnshire* Railway at or near *Bugsworth*: And whereas by the last recited Act, after reciting that the Construction of the Railways thereby authorized, with Power for the *Sheffield* Company to work over and use the Portions thereof therein-after mentioned, would render unnecessary the Construction of so much of the Railway authorized by the *Sheffield* Act of 1861 as was situate between the Commencement thereof at or near *New Mills* and a Point near *Bugsworth Mills*, it was enacted that so much of the *Sheffield* Act of 1861 as empowered or required the *Sheffield* Company to construct the before-mentioned Portion of Railway should be and the same was thereby repealed, and that the *Sheffield* Company should be and were empowered to use certain Portions of the Railways by the now reciting Act authorized: And whereas by the Act of 1862 the Time for the Completion of the said Branch to join the *Manchester, Sheffield, and Lincolnshire* Railway at or near *Bugsworth* was limited to Five Years from the Twenty-eighth Day of *June* One thousand eight hundred and sixty-one, being the Time limited by the *Sheffield* Act of 1861 for the Completion of the Railways thereby authorized; and by the said Act of 1862 it was (Section 31) enacted, that after the Expiration of the Period thereby limited for the Completion of any Railway or Portion of Railway, if the same were not then completed, the Payment of any Dividend on the Ordinary Capital of the Company should be suspended until the same was completed and opened for public Traffic: And whereas the Company have partially constructed the said Branch to join the authorized Line of the *Manchester, Sheffield, and Lincolnshire* Railway

Railway at or near *Bugsworth*, but the *Sheffield* Company have not completed their said authorized Line, and the Two Lines join each other in a deep Cutting without natural Drainage: And whereas under the Circumstances before mentioned it is just and reasonable that so much of the Act of 1862 as prohibits the Company from paying any Dividend on their Ordinary Capital until the said Branch should be completed and opened for public Traffic should be repealed; and it is also expedient that the Powers granted to the Company by the Act of 1862 for the Construction of the said Branch should be revived and continued in force for a further Period: Therefore so much of the Act of 1862 as enacts or provides that after the Expiration of the Period thereby limited for the Completion of the said Branch Railway, if the same be not then completed, the Payment of any Dividend on the Ordinary Capital of the Company shall be suspended until the same is completed and opened for public Traffic, shall be and the same is hereby repealed, and the Powers conferred on the Company by the Act of 1862 for the Construction and Completion of the said Branch shall be and are hereby revived and extended, and shall continue in force until the Thirtieth Day of *June* One thousand eight hundred and sixty-eight, and upon the Expiration of that Period all the Powers granted to the Company by the Act of 1862, or this Act, for constructing the said Branch, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed: Provided always, that nothing in this Act contained shall extend the Period or revive the Powers of the Company for the compulsory Purchase of Lands for the said Branch under the Act of 1862.

Penalty for Non-completion of Railway to or near Bugsworth within Time limited.

50. If the Company fail within the Period by this Act limited to complete and open for public Traffic the said Branch Railway to or near *Bugsworth*, then (subject to the Provision herein-after contained) the Company shall be liable to forfeit and pay the Sum of Fifty Pounds for every Day after the Expiration of that Period during which the said Railway shall remain unopened, which Amount shall be a Debt due from the Company to the Crown, and recoverable accordingly: Provided always, that no such Penalty shall accrue or be payable for or in respect of any Time during which the Company may be prevented from completing or opening the said Railway by unforeseen Accident or Circumstances beyond their Control, (of which Prevention, and of the Time for which it may have endured, the Certificate of the Board of Trade shall be sufficient Evidence,) and that Board, on the Production of such Proof as they shall deem sufficient, shall grant such Certificate accordingly: Provided always, that the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company: Provided also, that no such

such Penalty shall accrue or be payable until the *Sheffield* Company shall have completed and opened for public Traffic their said authorized Line from near *Bugsworth Mills* to *Crist Quarry*, the Power to construct which said Line is hereby extended to the Thirtieth Day of *June* One thousand eight hundred and sixty-eight.

Power to use Portions of Lancashire and Yorkshire and Manchester, Sheffield, and Lincolnshire Railways.

51. The Company may pass over and use with their Engines and Carriages of every Description, and with their Officers and Servants, the Portions of Railways herein-after mentioned, and the Watering Places, Waterworks, and Conveniences connected therewith respectively; (that is to say,)

So much of the *Manchester, Sheffield, and Lincolnshire* Railway as is situate between *Beighton* and the Junction with the *Lancashire and Yorkshire* Railway at *Penistone*, or between *Sheffield* and the said Junction:

So much of the *Lancashire and Yorkshire* Railway as is situate between *Penistone* and *Huddersfield*:

such Use being subject to the Restrictions and Regulations and on the Terms and Conditions mentioned and set forth in the Agreement bearing Date the Twenty-second Day of *March* One thousand eight hundred and sixty-six, and made between the *Lancashire and Yorkshire* Railway Company of the First Part, the *Manchester, Sheffield, and Lincolnshire* Railway Company of the Second Part, and the *Midland* Railway Company of the Third Part, which Agreement is hereby confirmed and made binding on all the Parties thereto, and is set forth in the Schedule to this Act.

Tolls on Traffic conveyed partly on the Railway of the Company and partly on the Railways of the Manchester, Sheffield, and Lincolnshire and the Lancashire and Yorkshire Companies.

52. During the Exercise by the Company of the Powers conferred upon them by the last preceding Section the Portion or Portions of Railway or Railways in respect of which those Powers are exercised and the Railway of the Company shall, for the Purpose of determining the Amount of Tolls and Charges to be taken or demanded by the Company in respect of Traffic conveyed partly on the Portion or Portions of Railway or Railways aforesaid and partly on the Railway of the Company for a less Distance than Six Miles, be considered as One Railway; and in respect of such Traffic, Tolls and Charges may only be charged as for Six Miles; and in respect of Passengers, for every Mile or Fraction of a Mile beyond Six Miles Tolls and Charges as for One Mile only; and in respect of Animals and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Six Miles Tolls and Charges as for a Quarter of a Mile only; and no other Short-distance Charge shall be made for the Conveyance of Passengers, Animals, or Goods partly on the aforesaid Portion or Portions of Railway or Railways and partly on the Railway of the Company.

Power to use Station at Huddersfield.

53. The Company may pass over and use with their Engines and Carriages of every Description, and with their Clerks, Officers, and Servants, but only in relation to the Traffic defined in Articles 2. and 4. of the said Agreement of the Twenty-second Day of *March* One thousand eight hundred and sixty-six, the Station at *Huddersfield* now used by the *Lancashire and Yorkshire* Railway Company, and the Watering Places, Water, Booking Offices, Warehouses, Wharves, Sidings, Works, and Conveniences connected therewith.

Terms of such Use.

54. The Terms, Conditions, and Regulations to which the Company shall be subject in respect of the said Use of the said Station at *Huddersfield*, and the said Works and Conveniences connected therewith, and the Tolls, Charges, or other Consideration to be paid by them for the same, shall, if not agreed upon between them and the Companies owning such Station, Works, and Conveniences, be from Time to Time determined by an Arbitrator to be appointed by the Board of Trade on the Application of either Party.

As to Decisions of Arbitrator.

55. The Decisions of any such Arbitrator shall be binding and conclusive on all Parties in difference, and the Costs and Expenses of such Arbitrator shall be defrayed as the Arbitrator shall direct.

Byelaws to be observed.

56. The Company in using or traversing the said Station, and in using the Works, Buildings, and Conveniences thereof, in accordance with the Provisions herein-before mentioned, shall at all Times observe the Regulations and Byelaws for the Time being in force on the Undertaking so used, so far as such Byelaws shall be applicable to the Company.

Power to North Staffordshire Railway Company to use Portions of Company's Railways.

57. Whereas the Railway fourthly by this Act authorized, together with a Portion of the Railway firstly described in and authorized by "The *Midland* Railway (New Lines and Additional Powers) Act, 1864," and the Railway secondly described in and authorized by "The *Midland* Railway (New Lines and Additional Powers) Act, 1865," and so much of the Railways of the Company as lies between the Commencement of the last-mentioned Railway and *Nottingham*, form a continuous Line of Communication between the *Birmingham and Derby* Branch of the *Midland* Railway and *Nottingham*: Be it enacted, That the *North Staffordshire* Railway Company may, for the Purposes only herein-after mentioned, pass over and use with their Engines and Carriages of every Description, and with their Clerks, Officers, and Servants, the Portions of Railway herein-after mentioned, and all Stations, Watering Places, Water, Booking Offices, Warehouses, Wharves, Sidings, Works, and Conveniences connected therewith respectively; (that is to say,)

So

So much of the Company's Railway as lies between the Junction of the *North Staffordshire* Railway at *Willington* and *Derby*, including the Stations of the Company at *Derby*, and the Offices and Conveniences connected therewith:

The Railways and Portions of Railways of the Company hereinbefore described as forming a continuous Line of Railway Communication between the *Birmingham and Derby* Branch of the *Midland* Railway and *Nottingham*, including the Station of the Company at *Nottingham*, and the Offices and Conveniences connected therewith.

Tolls on Traffic conveyed partly on the Railway of the North Staffordshire Company and partly on the Railway of the Company.

58. During the Exercise by the *North Staffordshire* Railway Company of the Powers conferred upon them by the last preceding Section the Railway or Railways and Portion or Portions of Railway in respect of which those Powers are exercised, and the Railway of the *North Staffordshire* Railway Company, shall, for the Purpose of determining the Amount of Tolls and Charges to be taken or demanded by the *North Staffordshire* Railway Company in respect of Traffic conveyed partly on the Railway or Railways and Portion or Portions of Railway aforesaid and partly on the Railway of the *North Staffordshire* Railway Company for a less Distance than Six Miles, be considered as One Railway; and in respect of such Traffic, Tolls and Charges may only be charged as for Six Miles; and in respect of Passengers, for every Mile or Fraction of a Mile beyond Six Miles Tolls and Charges as for One Mile only; and in respect of Animals and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Six Miles Tolls and Charges as for a Quarter of a Mile only; and no other Short-distance Charge shall be made for the Conveyance of Passengers, Animals, and Goods partly on the aforesaid Railway or Railways and Portion or Portions of Railway and partly on the Railway of the *North Staffordshire* Railway Company.

For protecting Local Traffic of the Company.

59. In exercising the Powers of User herein-before granted to the *North Staffordshire* Company, it shall not be lawful for that Company to carry Traffic of any kind between *Burton-upon-Trent* and *Nottingham* or *Burton-upon-Trent* and *Derby*; and it shall not be lawful for the *North Staffordshire* Railway Company, unless with the previous Consent in Writing of the Company under their Common Seal, to take up at any Station upon the before-mentioned Portions of the Company's Railway any Passengers, Parcels, Animals, Goods, or Minerals, or other Matters or Things, and deliver the same at any other Station upon those Portions of Railway.

Power for Company to use Portion of North

60. When and so soon as the continuous Line of Railway Communication between the *Birmingham and Derby* Line of the *Midland* Railway

Staffordshire Railway Company's Railways.

Railway and *Nottingham* herein-before described shall be opened for public Traffic, the Company may pass over and use with their Engines and Carriages of every Description, and with their Clerks, Officers, and Servants, for the Purposes only herein-after mentioned, the Portions of the Railways of the *North Staffordshire* Railway Company herein-after mentioned, and all Stations, Watering Places, Water, Booking Offices, Warehouses, Wharves, Sidings, Works, and Conveniences connected therewith respectively; (that is to say,)

So much of the *North Staffordshire* Railway Company's Railway as lies between the Junction with the Railway of the Company at *Willington* and *Stoke-upon-Trent* and between the Junction with the Railway of the Company at *Burton-upon-Trent* and *Stoke-upon-Trent*, including the Stations of the *North Staffordshire* Railway Company at *Stoke-upon-Trent*, and the Offices and Conveniences connected therewith.

Tolls on Traffic conveyed partly on the Railway of the Company and partly on the Railway of the North Staffordshire Company.

61. During the Exercise by the Company of the Powers conferred upon them by the last preceding Section the therein-mentioned Portions of the *North Staffordshire* Railway in respect of which those Powers are exercised and the Railway of the Company shall, for the Purpose of determining the Amount of Tolls and Charges to be taken or demanded by the Company in respect of Traffic conveyed partly on the aforesaid Portions of Railway and partly on the Railway of the Company for a less Distance than Six Miles, be considered as One Railway; and in respect of such Traffic, Tolls and Charges may only be charged as for Six Miles; and in respect of Passengers, for every Mile or Fraction of a Mile beyond Six Miles, Tolls and Charges as for One Mile only; and in respect of Animals and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Six Miles Tolls and Charges as for a Quarter of a Mile only; and no other Short-distance Charge shall be made for the Conveyance of Passengers, Animals, and Goods partly on the aforesaid Portions of Railway and partly on the Railway of the Company.

For protecting local Traffic of the North Staffordshire Company.

62. In exercising the Powers of User herein-before granted to the Company it shall not be lawful for the Company to carry Traffic of any kind between *Stoke-upon-Trent* and *Willington* or between *Stoke-upon-Trent* and *Burton-upon-Trent*; and it shall not be lawful for the Company, unless with the previous Consent in Writing of the *North Staffordshire* Railway Company under their Common Seal, to take up at any Station upon the before-mentioned Portions of the Railway of the *North Staffordshire* Company any Passengers, Parcels, Animals, Goods, or Minerals, or other Matters or Things, and deliver the same at any other Station upon those Portions of Railway.

63. The

Terms of User.

63. The Terms, Conditions, and Regulations to which the *North Staffordshire* Railway Company and the *Midland* Railway Company shall respectively be subject in respect of the Use of the said Portions of Railway and of the Services to be rendered and Accommodation to be afforded to them respectively at the said Junctions and Stations, and the Tolls, Rates, and Charges to be paid by them respectively for the same Matters respectively, and all other Questions arising out of the Exercise of this Power, shall, if not determined between the *North Staffordshire* and the *Midland* Railway Companies, be from Time to Time determined by an Arbitrator to be appointed by Agreement, or, in default of such Agreement, by the Board of Trade, at the Instance of either Party; and the Decisions of the Arbitrator shall be binding and conclusive upon the Companies respectively, and the following Stipulations shall apply to every such Arbitration:

(a.) The Award made by such Arbitrator may, if he thinks fit, relate to a specific Period to be named by him in the Award, and the Subject Matter of the Difference may be re-opened by either Party at the Conclusion of such Period:

(b.) The Arbitrator may make separate Awards, if he thinks fit, concerning Portions of the Matters referred to him, and suspend his Award concerning other Portions:

(c.) The Provisions of "The Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration, shall, so far as they are applicable, apply to every such Arbitration.

Byelaws of the Company to be observed.

64. The *North Staffordshire* Railway Company and the Company respectively, in using or traversing the said Portions of the Railways respectively, and in using the Stations and other Works and Conveniences connected therewith respectively, in accordance with the Provisions herein-before mentioned, shall at all Times observe the Regulations and Byelaws for the Time being in force on the Portions of Railways so used, so far as such Byelaws shall be applicable to the *North Staffordshire* Railway Company or the Company.

Authorizing Agreements between Company and Vestry of St. Pancras as to widening, &c. Elstree Street.

65. The Company and the Vestry of *Saint Pancras* may from Time to Time enter into and carry into effect Agreements with reference to the widening, Improvement, and Extension of *Elstree Street* by this Act authorized, and the Payment of the Expenses thereof or any Part thereof.

Saving Rights of North Staffordshire Railway Company.

66. Except as in this Act expressly provided, this Act or anything therein contained shall not take away, lessen, prejudice, or alter any Right, Interest, Power, Privilege, or Authority of the *North Staffordshire* Railway Company.

Interest not to be paid on Calls paid up.

67. The Company shall not, out of any Money by this Act authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

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

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

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

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

Expenses of Act.

70. All Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

SCHE-

SCHEDULE referred to in the foregoing Act.

AN AGREEMENT made the Twenty-second Day of March One thousand eight hundred and sixty-six between the Lancashire and Yorkshire Railway Company of the First Part, the Manchester, Sheffield, and Lincolnshire Railway Company (who are herein-after called "the Sheffield Railway Company") of the Second Part, and the Midland Railway Company of the Third Part.

WHEREAS the Midland Railway Company promoted in the last Session of Parliament a Bill, under the Name of "The Midland Railway (Barnsley to Kirkburton) Bill, for enabling "the Midland Railway Company to construct a Branch Railway from Barnsley to Kirkburton, and for other Purposes," and the said Bill passed the Commons House of Parliament:

And whereas the Lancashire and Yorkshire Railway Company opposed the said Bill by Petitions in both Houses of Parliament, in which Petitions they alleged that the proposed Railway would interfere injuriously with the Lancashire and Yorkshire Railway, would create an undue Competition with them for Huddersfield Traffic, and would authorize an Interference with the Huddersfield Station, of which the Lancashire and Yorkshire Company are joint Owners with the London and North-western Company, by virtue of an Agreement subsisting between those Two Companies, and bearing Date the 1st Day of May 1849:

And whereas the Sheffield Railway Company likewise opposed the said Bill by Petitions, in which they alleged that the Railway proposed thereby would enable the Midland Railway Company to divert Traffic from the Sheffield Railway, and also would cross the Sheffield Railway in an objectionable Manner:

And whereas when the said Bill was under Discussion in the Committee of the House of Lords, and after the Midland Railway Company had closed their Case, Counsel for the other Two Companies was heard, and offered to the Midland Railway Company Access over the Sheffield and the Lancashire and Yorkshire Railway to Huddersfield, so as to prevent the Construction of any additional or competing Line of Railway between Barnsley and Huddersfield, and the Lancashire and Yorkshire Railway Company, through their Engineer and Counsel, also undertook to apply to Parliament for Powers to construct a short Branch from their Railway to West Clayton, which Place the Midland Railway Company stated themselves to be pledged to accommodate with a Railway, and the Committee having suspended their Decision upon the Bill whilst the Midland Railway Company considered the said Offer, that Company accepted the said Offer and withdrew the said Bill upon the Conditions and in consideration of the Covenants and Stipulations herein-after contained to be performed by the other Two Companies, and of the Powers to be granted to the Midland Railway Company as herein-after provided:

And

And whereas the Lancashire and Yorkshire Railway Company are now promoting in Parliament a Bill, under the Name of "The Lancashire and Yorkshire (West Riding Branches) Bill," whereby, in pursuance of the Undertaking so given on their Behalf, they seek Power to make a Branch from their Railway at Shelley in the Parish of Kirkburton to West Clayton in the Parish of High Hoyland:

Now these Presents witness, and it is hereby mutually declared and agreed between the Parties hereto as follows, each Company stipulating and being responsible for its own Acts and Defaults alone:

ARTICLE 1.

The Sheffield Railway Company grant in perpetuity to the Midland Railway Company the Power to run over and use with their own Engines, Carriages, and Servants so much of the Sheffield Railway as lies between the Junction therewith of the Midland Railway either at Beighton or at Sheffield, including such Junctions, and the Junction with the Sheffield Railway of the Lancashire and Yorkshire Railway near Penistone, including such Junction.

ARTICLE 2.

The Powers granted by the Article No. 1. shall be exercised only with relation to Traffic of all kinds brought from the Midland Railway to the said Junctions at Beighton or at Sheffield, or either of them, and destined for some Place North of the Junction of the Sheffield and Lancashire and Yorkshire Railways near Penistone, or brought from some Place North of such Junction near Penistone and destined to some Place on the Midland Railway through Beighton or Sheffield, and the said Powers shall not apply to Traffic originating or terminating at Sheffield.

ARTICLE 3.

The Lancashire and Yorkshire Railway Company grant in perpetuity to the Midland Railway Company the Power to run over and use with their own Engines, Carriages, and Servants so much of the Lancashire and Yorkshire Railway as lies between the Junction therewith of the Sheffield Railway near Penistone and the said Joint Station at Huddersfield, together with so much of the Joint Railway near Huddersfield as affords Access to the Huddersfield Station, together also with the Use of the said Huddersfield Station and the Booking and other Offices, Warehouses, Watering Places, Sidings, Approaches, and Works connected therewith, so far as the Lancashire and Yorkshire Railway Company can grant that Use of the said Joint Railway Station and Premises.

ARTICLE 4.

The Powers granted by Article No. 3. shall be exercised only with relation to Traffic of all kinds brought to the said Junction near Penistone by the Midland Railway through Barnsley or through Sheffield, or intended to be conveyed on the Midland Railway through Barnsley or Sheffield, and the said Powers shall not extend over the Holmfirth and Meltham Branches of the Lancashire and Yorkshire Railway, or over the Stations on the Lancashire and Yorkshire Railway between Penistone and Huddersfield.

ARTICLE 5.

The Parties of the First and Second Parts shall perform upon the Portions of Railway herein-before specified belonging to them respectively and at the several Junctions at Beighton, Sheffield, and near Penistone, and on the Joint Railway and at the Station at Huddersfield, all such Services and Duties as may be

be necessary or reasonable for the convenient Conduct of the Traffic of the Midland Railway Company, and for giving in good Faith Efficacy to the Powers hereby agreed to be granted to the Midland Railway Company; and if any Difference shall arise between the Companies as to the Nature, Extent, or Sufficiency of the Services so to be performed, such Difference shall from Time to Time be settled by Arbitration as herein-after mentioned.

ARTICLE 6.

The Terms, Conditions, and Regulations to which the Midland Railway Company shall be subject in respect of the Use of the said Portions of Railway, and of the Services to be rendered, and Accommodation to be afforded to them at the said Junctions and Station, and the Tolls, Rates, and Charges to be paid by them for the same Matters respectively, and all other Questions arising out of this Agreement, shall, if not determined between the Midland Railway Company and the Company to whom belongs the Portion of the Undertaking concerning the Use of which the Question may arise, be from Time to Time determined by an Arbitrator to be appointed by common Accord, or, in default of such Accord, to be appointed by the Board of Trade at the Instance of either Party; and the Decisions of the Arbitrator shall be binding and conclusive upon the Companies Parties to the Reference, and the following Stipulations shall apply to every such Arbitration:

(A.) The Award made by such Arbitrator may, if he thinks fit, relate to a specific Period to be named by him in the Award, and the Subject Matter of the Reference may be re-opened by either Party at the Conclusion of such Period:

(B.) The Arbitrator may make separate Awards, if he thinks fit, concerning Portions of the Matters referred to him, and suspend his Award concerning other Portions:

(C.) The Provisions of "The Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration, shall, so far as they are applicable, apply to every such Arbitration; and the Arbitrator shall have Power to award a Penalty not exceeding 50*l.* for any wilful Violation of his Award, and not exceeding 20*l.* for every Day after the First Day during which such Violation may last, and such Penalties shall be paid to the Party injuriously affected by such Violation.

ARTICLE 7.

In exercising the Powers hereby granted to them the Midland Railway Company shall not, unless with the Consent in Writing of the Company whose Undertaking is affected, take up or set down at any Station of the same Company upon the Portions of Railway herein-before specified any Passengers, Parcels, Animals, Goods, or Minerals, and if the Midland Railway Company wilfully violate this Stipulation they shall pay to the Company affected 50*l.* by way of Penalty for every such Violation.

ARTICLE 8.

In using or traversing the said Portions of Railway and in using the Junctions and Conveniences thereof and the said Station at Huddersfield in accordance with this Agreement, the Midland Railway Company shall at all Times observe the Byelaws for the Time being in force on the Portion of Railway and Station so used, so far as such Byelaws are applicable to the Midland Railway Company.

ARTICLE 9.

If the Midland Railway Company desire that this Agreement, or the Powers hereby intended to be granted, or the Matters herein intended to be provided for, shall have the Authority of Parliament, they shall ask to confirm this Agreement in any Bill which they are now promoting in Parliament, and in which, according to the Standing Orders of both Houses, the same can be confirmed, and the Parties hereto of the First and Second Parts shall concur in such Confirmation of this Agreement.

In witness whereof the above-named Parties have hereunto affixed their respective Common Seals the Day and Year first before written.

Seal of the Lancashire and Yorkshire Railway Company.

Seal of the Manchester, Sheffield, and Lincolnshire Railway Company

Seal of the Midland Railway Company.

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