ANNO TRICESIMO

VICTORIÆ REGINÆ.

Cap. xxvii.

An Act for authorizing the Acquisition by the *Midland* Railway Company of Land and Property of the *Derby* Gaslight and Coke Company, and the Sale by the *Midland* Railway Company to the *Derby* Gaslight and Coke Company of other Lands, and for the Erection of Gasworks thereon; and for other Purposes.

[31st *May* 1867.]

WHEREAS it is expedient that the *Midland* Railway Company (in this Act called "the Railway Company") should be authorized to acquire for the Purposes of their Undertaking certain Lands and Works in the Town of *Derby*, now the Property of the *Derby* Gaslight and Coke Company (in this Act called "the Gas Company"), and to convey to the Gas Company other Lands in lieu thereof, and that the Gas Company should be authorized to take and hold those other Lands, and to construct and maintain Gasworks thereon: And whereas the Railway Company and the Gas Company have entered into an Agreement with reference to the Matters aforesaid, and it is expedient that such Agreement should be confirmed: And whereas it is expedient that the Railway Company should be enabled to raise Money by the Creation of Shares in

their Undertaking for the Purposes of this Act: And whereas the several Objects of this Act cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may for all Purposes be cited as "The *Midland* Railway (*Derby* Gas) Act, 1867."

Parts of 8 & 9 Vict. c. 16. and 26 & 27 Vict. c. 118. incorporated.

2. The following Provisions of "The Companies Clauses Consolidation Act, 1845," (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;"

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

and Part II. (relating to additional Capital) of "The Companies Clauses Act, 1863," are, with respect to the additional Capital which the Railway Company are by this Act authorized to raise, incorporated with this Act.

Agreement between the Two Companies confirmed.

3. The Articles of Agreement dated the First Day of *December* One thousand eight hundred and sixty-six, and made between the Railway Company and the Gas Company, which are set forth in the Schedule to this Act, are hereby confirmed, and shall and may be carried into effect by the Two Companies respectively, and shall be read and have Effect as Part of this Act.

Power to Railway Company to buy Land and Works of Gas Company.

4. Subject to the Provisions of this Act and of the said Articles of Agreement, the Railway Company may take, and may hold and apply to the Purposes of their Undertaking, in such Manner as they shall think fit, the Lands, Works, Buildings, and other Property of the Gas Company situate in the Township of *Litchurch* in the Parish of *Saint Peter*, *Derby*, in the County of *Derby*, mentioned and described in the said Agreement, and may sell and dispose of such Part or Parts of the Works, Machinery, Pipes, Plant, and other Apparatus

Apparatus of the Gas Company as they may think fit, and the Gas Company may convey to the Railway Company the Lands, Works, Buildings, and other Property before mentioned.

Power to Railway Company to sell and Gas Company to acquire Lands.

5. Subject as aforesaid, the Railway Company may convey to the Gas Company the Plot of Land situate in the Township of *Litchurch* in the Parish of *Saint Peter, Derby*, in the County of *Derby*, mentioned and described in Article 3 of the said Articles of Agreement, and the Gas Company may take and hold the same for the Purposes of their Undertaking, as defined by the "*Derby* Gas Act, 1852," (herein-after called "the Act of 1852,") and this Act; and the Gas Company may in and upon that Plot of Land from Time to Time make, construct, lay down, maintain, alter, or discontinue such Retorts, Gasometers, Receivers, Drains, Sewers, Machinery, and other Works and Apparatus, and also such Houses and Buildings and Approaches thereto, and may do all such other Acts as they shall think proper, consistently with the Provisions of the Act of 1852 and of this Act, for supplying Gas within the Limits of the Act of 1852, and for other Purposes authorized by that Act: Provided that the Gas Company shall not under this Act erect or use any Works for the Manufacture or Storage of Gas on any Lands other than the Lands lying within the Limits of an imaginary Line commencing at a Point on the Western Side of the *Swarkeston* Line of the *Derby* Canal, One hundred and six Yards from the Northern Side of the Bridge which carries *Deadman's Lane* over the said Line of Canal, and passing thence in a Direction North-west by Westward for a Distance of Three hundred and twenty-six Yards, and passing thence in a Direction North-north-eastward for a Distance of One hundred and seventy Yards, and passing thence in a Direction South-east by Eastward for a Distance of One hundred and seventy-four Yards, and passing thence for a Distance of Two hundred and twenty-seven Yards along the Western Side of the said Line of Canal to the Point thereon first above described, being the whole of the Lands, containing Eight Acres Two Roods and Twenty-four Perches, mentioned and described in Article Three of the said Articles of Agreement.

15 & 16 Vict. c. xiv.

Provisions of Act of 1852 to apply to new Works.

6. Every Provision of the Act of 1852, except so far as expressly varied by this Act, shall continue in full Force and Effect, and shall apply to the said Plot of Land and the Works from Time to Time erected thereon, and the Use thereof by the Gas Company, as fully and effectually as if the Gas Company had been by the Act of 1852 authorized to purchase and use that Plot of Land.

Power to Railway Company to

7. The Railway Company from Time to Time may raise by the Creation and Issue of Shares such Sums of Money as they shall think

raise additional Money by creation of Shares or Stock.

think necessary, not exceeding Thirty thousand Pounds, exclusive of the Monies which they are or may be authorized to raise by any other Act or Acts of Parliament, and may create and issue such Shares, either wholly or partially as ordinary, or wholly or partially as preferential Shares, as they may think fit.

Shares not to issue until One Fifth paid up.

8. The Railway 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.

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

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

As to Amount and Issue of new Shares.

10. If at the Time of the Creation by the Railway Company of new Shares under this Act the then existing ordinary Consolidated Stock in the Railway 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 Railway 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 that 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 Railway Company may from Time to Time (but subject to the Provisions of this Act) fix the Amounts and Times of Payment of the Calls on the new Shares created under the Powers of this Act; and every Holder of Shares or Stock in the Railway 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 Railway Company, shall be entitled to any Apportionment of any such new Shares.

11. The

Votes in respect of new Shares.

11. The Railway Company may from Time to Time, if they think fit, attach to all or any new Shares or any Class of new Shares created by them 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.

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

Vesting or other Disposition of new Shares.

13. All new Shares created by the Railway Company 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.

14. If any Shareholder in the Railway Company 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 Railway Company may authorize the Directors to dispose of the same in such Manner as they may deem most for the Advantage of that Company.

Qualifications of new Shares.

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

Savings Rights of existing Preference Shareholders.

16. This Act or anything therein contained shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any other Shares or Stock which shall have been granted by the Railway 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.

Application of Monies.

17. All Monies raised under this Act shall be applied for the Purposes of this Act only.

Interest not to be paid on Calls paid up.

18. The Railway 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 Railway 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.

19. The Railway 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 that Company to construct any Railway, or to execute any other Work or Undertaking.

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

20. Nothing herein contained shall be deemed or construed to exempt the Railway of the Railway Company 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.

21. 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 Railway Company.

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SCHEDULE referred to in the foregoing Act.

ARTICLES OF AGREEMENT made the First Day of December in the Year of our Lord One thousand eight hundred and sixty-six between the Midland Railway Company of the one Part and the Derby Gaslight and Coke Company of the other Part.

Whereas by Articles of Agreement dated the 28th Day of May 1866 between the Midland Railway Company (herein-after called "the Railway Company") of the one Part, and the Derby Gaslight and Coke Company (herein-after called "the Gas Company") of the other Part, an Agreement was entered into between the Two Companies in order to obviate all Opposition of the Gas Company to the Bill then pending in Parliament for the intended Midland Railway (Branches, &c.) Act, 1866, and thereby Provision was made for the Execution by the Midland Railway Company of divers Works for the Accommodation of the Gas Company: And whereas the Two Companies have determined to enter into and execute these Presents, by way of further Agreement, as herein-after appearing: Now therefore these Presents witness, that for the Considerations herein-after appearing it is hereby mutually agreed by and between the Two Companies as follows:—

ARTICLE 1.

The Railway Company will use their best Endeavours, either in a Bill promoted for general Purposes or by a separate Bill, as they shall be advised, to procure from Parliament proper and sufficient Power for effecting the Exchange of Land herein-after mentioned, and for enabling the Gas Company to construct new Works, and generally for enabling the Two Companies respectively to give full Effect to this Agreement; and the Gas Company, at the Request and Expense of the Railway Company, will assent to and support the Application to Parliament, except in so far as that the Gas Company shall be at liberty to present a watching Petition and may appear thereon and may be heard before any Committee to whom such Application may be referred as and when they may think fit for the Purpose: Provided that in the event of any Alteration affecting the Interests of the Gas Company being introduced into the Bill during the Progress thereof in Parliament without the Assent and Consent of the Gas Company, the Bill shall be withdrawn by the Railway Company if and when the Gas Company shall so demand.

ARTICLE 2.

If the requisite Parliamentary Authority be obtained in the course of the Year 1867 or the Year 1868, then, but not otherwise, the Articles following shall, subject as aforesaid, have full Effect.

ARTICLE 3.

The Railway Company will provide for the Gas Company, and procure to be lawfully and effectually vested in them for the Purposes of their Undertaking,

taking, the Plot of Ground situate in the Township of Litchurch in the Parish of Saint Peter, Derby, in the County of Derby, shown in a Plan which has been signed in duplicate by Thomas Hawksley, the Engineer of the Gas Company, and John Sydney Crossley, the Engineer of the Railway Company, and thereon coloured Red, and which contains 8A. 2R. 24P., which Plan is hereinafter referred to as "the signed Plan."

ARTICLE 4.

The Railway Company will raise the Level of One Half of the Surface of that Plot of Ground up to the present Level of the Floor of the Coal Sheds of the Gas Company's present Gasworks, the One Half of the Surface to be so raised to be indicated by the Engineer of the Gas Company.

ARTICLE 5.

The Railway Company, if empowered so to do, will specifically perform Articles 3 and 4 within Twelve Calendar Months after the passing of the Act.

ARTICLE 6.

If the Railway Company specifically perform Articles 3, 4, and 5, then the Gas Company will erect on that Plot of Ground new Gasworks in substitution for their present Gasworks, and, at their Option, either of the same Size, Description, and Quality, with Apparatus and Accessories of the same Size, Quality, and Description, or of any larger Size, Quality, or Description than their present Gasworks, with additional and improved Apparatus and Accessories, and will use their best Endeavours to complete the same within One Year from the Performance by the Railway Company of Articles 3, 4, and 5.

ARTICLE 7.

If the Gas Company erect the new Gasworks of the same Size, Description, and Quality, with Apparatus and Accessories of the same Size, Quality, and Description as their present Gasworks; then the Railway Company will pay to the Gas Company the whole Cost and Expense of new Gasworks and incidental thereto; provided that the Gas Company shall be at full Liberty to carry on their Business, and to add to, diminish, or alter, amend, repair, and renew, any or any Parts of such present Gasworks, when and as Occasion may in their Opinion require, until the Transfer of the present Gasworks to the Railway Company; and the Words "the present Gasworks" shall for the Purposes of this Agreement mean the Gasworks as then existing.

ARTICLE 8.

If the Gas Company erect the new Gasworks of a larger Size and of a better and more expensive Quality and Description, with additional or larger or improved and more expensive Apparatus and Accessories than their present Works, then the Railway Company will pay to the Gas Company the Cost of the new Gasworks, less a Sum fairly ascertained to be the Excess of Cost occasioned thereby.

ARTICLE 9.

If the Gas Company erect around all or any Part of the new Gasworks Boundary Walls of greater Extent in Length than the Boundary Walls of their present Gasworks, then the Gas Company will bear the Expense incurred by them in erecting so much of the new Boundary Walls as exceed in Length the present Boundary Walls.

ARTICLE 10.

The Payments to be made by the Railway Company to the Gas Company under any of the Articles 7 and 8 and 11 shall, from Time to Time as the Erection of the new Gasworks proceeds, be certified by the Gas Company's Engineer by Writing under his Hand, and the Railway Company will within One Calendar Month after the Presentation of every such Certificate pay to the Gas Company the Amount thereby certified to be so payable; provided that those Payments shall be deemed Payments on account only, and shall be subject, if necessary, to final Adjustment between the Two Companies as hereinafter provided.

ARTICLE 11.

The Railway Company will pay to the Gas Company the Expense of connecting the new Gasworks by means of a Twenty-four-Inch Main Pipe with the Company's present Twenty-Inch Main Pipe in the London Road, the Gas Company allowing to the Railway Company the Value of the Mains which will cease to be used in consequence of the new Connexion.

ARTICLE 12.

The Railway Company will make and maintain a proper and sufficient hard-metalled and well-drained and fenced Carriage Road from the London Road along Deadman's Lane into the new Gasworks, and also between the Land coloured Pink and the Canal, so as to afford the Gas Company Access thereto and to the Canal, and such Road shall be in the Course defined on the signed Plan, and the Road shall be widened at the main Entrance to the new Gasworks as shown on the signed Plan, but in all other Parts thereof shall be throughout of a clear Width of not less than Twenty Feet; and the Railway Company will also make and maintain a good and sufficient Drain (not to be placed on the Site of the new Gasworks) for draining the Lands by the Watercourses on or near to such Site, and permit the Gas Company to use the same in common with other Persons entitled to the Use thereof.

ARTICLE 13.

If and whenever the Railway Company make any Bridge or Arch over any Part of that intended Road, then they will make and maintain the respective Bridge or Arch of the full Width of the Road, and so that there shall be thereunder a clear Headway throughout of not less than Fourteen Feet above the Road; and no Part of the said Road which lies between the Land coloured Red on the signed Plan and the Canal shall be below the Level of the Coal Stores of the existing Gasworks; and the Surface of the Road between the said Land and the North Side of the Bridge marked on the signed Plan to carry the intended Railway over the intended Road shall be on a uniform Plane, and the Road beneath the Bridge shall be kept effectually drained by the Railway Company.

ARTICLE 14.

The Gas Company shall have for themselves and for all Persons from Time to Time going to and from their Gasworks, but in common with the other Persons, if any, from Time to Time entitled to use the intended Road respectively, the Easement and Right of full and free Way and Passage at all Times and for all Purposes, and with and without Animals and Vehicles, over and along the whole Course of the intended Road; and from and after the intended Road shall have been completed and opened for Traffic, and the new Gasworks completed, and the Possession of the old Gasworks given up, the Gas Company shall cease to use the Road marked A. on the signed Plan, except for the Purposes enumerated in the next Article: Provided always, that until the present Gasworks are given up to the Railway Company the Railways to be constructed across the Road marked A. on the signed Plan, under the Authority of "The Midland Railway Branches Act, 1866," shall not be used by the Railway Company otherwise than for and during the necessary Transit of Trains across the same.

ARTICLE 15.

So long as any of the Mains or Pipes of the Gas Company shall pass under the Road marked A. on the signed Plan, the Gas Company shall be at liberty to inspect, repair, renew, replace, alter, or remove the same, but at the Place where the same will pass under the Railway such Inspection, Reparation, Renewal, Replacement, Alteration, or Removal shall be done in such Manner and at such Times as shall be prescribed by the Railway Company, and so as not to interfere with, impede, or endanger the Condition or working of the said Railway.

ARTICLE 16.

If and whenever the Gas Company have Occasion to lay down, inspect, repair, renew, replace, alter, increase the Number or Size of, add to, or remove any Gas Main or Pipe, or any Apparatus connected therewith, in the intended Road, they shall be at full Liberty to do so, and for those Purposes to break up the Road and execute Works therein, as effectually as if the Road were a Street within the Meaning of "The Gasworks Clauses Act, 1847."

ARTICLE 17.

Whenever the Gas Company shall cease to use the Road marked A. on the signed Plan for passing any of their Mains and Pipes thereunder, they shall render such Aid and Assistance to the Railway Company, and at the Cost of the latter, as may reasonably be required in causing the said Road marked A. on the said Plan to be discontinued and stopped up.

ARTICLE 18.

The Railway Company will make and maintain in a convenient Course a proper and sufficient Siding from and out of their intended Railway to and into the new Gasworks in the Course defined on the signed Plan, or in such other Course as may be hereafter mutually agreed upon, with proper and sufficient Switches at the Junction of the Siding with the intended Railway, and, if the Gas Company so require, with a proper and sufficient Turntable or Turntables on the Land of the Gas Company.

ARTICLE 19.

The Gas Company will bear, and will repay half-yearly to the Railway Company, all the Expenses of and incident to the making and maintaining of so much of the intended Siding and the Works and Conveniences thereof as is made and maintained on Land of the Gas Company, and all Expenses of and incident to the making and maintaining of the said Turntable or Turntables, if it or they shall be required by the said Gas Company, and the Amount of those Expenses shall from Time to Time be agreed upon between the respective Engineers of the Two Companies, or, failing their Agreement thereon, shall be determined by a competent and impartial Civil Engineer from Time to Time named, on their or either of their Application, by the President for the Time being of the Institution of Civil Engineers in London.

ARTICLE 20.

The Gas Company shall be entitled, in common with the Railway Company, to the full, free, and uninterrupted User at all Times, with Carriages, for all Purposes of Traffic to and from the Gasworks, of so much of the intended Siding and the Works and Conveniences thereof and connected therewith as shall be without the Premises of the Gas Company, but subject at all Times and in all Things to the reasonable Rules and Regulations prescribed by the General Manager for the Time being of the Railway Company for working and conducting the Traffic thereon.

ARTICLE 21.

The several Works to be done by the Railway Company in pursuance of this Agreement shall, except as herein-before mentioned, be completed within Eighteen Calendar Months from the passing of the said Act.

ARTICLE 22.

In consideration of the specific Performance and Observance by the Railway Company on their Part of this Agreement, the Gas Company will convey to the Railway Company all the Land, Buildings, Machinery, and Plant of the Gas Company within the Curtilage of their present Gasworks in the Parish of Saint Peter, Derby, the Site thereof containing 4A. 1R. 12P. or thereabouts, and coloured Green on the signed Plan, and the Conveyance thereof shall be made forthwith after the new Gasworks are completed and brought into Use.

ARTICLE 23.

The Gas Company shall pay to the Railway Company the Sum of 2,162*l.* 10*s.* for the Excess of the Area of the Land of the Railway Company over the Area of the Land of the Gas Company, the Subjects respectively of the Exchange hereby agreed to be made.

ARTICLE 24.

The Railway Company shall accept such Title to the Land containing 4A. 1R. 12P. as the Gas Company obtained on the Purchase thereof, and the Gas Company shall accept the Title to the Land containing 8A. 2R. 24P. which the Railway Company accepted under the Advice of Counsel on the recent Purchase thereof from William Jeffery Etches, Esq., but each Company shall furnish to the other an Abstract of such Title, to be verified in the usual Way.

ARTICLE 25.

The Railway Company shall pay to the Gas Company all Costs incident to their Opposition to the Midland Railway Branches Bill in the Session of 1866,

and

and the recited Agreement (not exceeding, however, in the whole the Sum of 350*l.*), and the Railway Company shall also pay to the Gas Company all Costs and Expenses reasonably incurred by them in preparing this Agreement, or incident thereto, or to the Confirmation thereof by Parliament, together with such professional Charges of the Engineers and Solicitors of the Gas Company as have already been or may hereafter be reasonably incurred by them in connexion with and in carrying and endeavouring to carry the Provisions of this Agreement into effect.

ARTICLE 26.

Except as herein otherwise provided, every Difference between the Two Companies with reference to any of the several Matters, or incident to or consequent upon this Agreement, Breach or alleged Breach of this Agreement, or any Claim arising on or connected with any such Breach or alleged Breach, or otherwise relating to the Premises, shall be referred to and determined by Thomas Greaves Barlow of 42, Parliament Street, Westminster, or, him failing, a competent and impartial Engineer named, on the Application of the Two Companies or either of them, by the President of the Institution of Civil Engineers, as the single Arbitrator, and his Decision shall be final and binding on both Parties.

ARTICLE 27.

Any Submission to Reference by these Presents may at any Time be made a Rule of any of Her Majesty's Superior Courts of Record at Westminster, on the Application of either Party; and the Court at any Time may remit the Matter to the Arbitrator, with any Directions the Court thinks fit.

ARTICLE 28.

If this Agreement shall be sanctioned by Parliament, it shall supersede the recited Agreement.

In witness whereof the Railway Company and the Gas Company have caused their respective Common Seals to be hereunto affixed the Day and Year first before written.

The Common Seal of the Midland Railway Company was hereunto affixed in the Presence of

JNO MOORE,
Assistant Secretary,
Derby.

L.S.

The Common Seal of the Derby Gaslight and Coke Company was hereunto affixed by the Chairman of the Company in the Presence of

ISAAC FISHER,
Secretary,
Friar Gate, Derby.

L.S.

THOMAS PARKER BAINBRIGGE,
Chairman.

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