CHAPTER lxxxvi.

An Act for conferring on the Midland Railway Company further Powers in relation to their own Undertaking and the Undertakings of other Companies; and for other purposes. [12th July 1877.]

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WHEREAS by the Midland Railway (Further Powers) Act, 1876, all the rights, powers, privileges, and authorities which by the Manchester South District Railway Act, 1873, and the Manchester South District Railway Act, 1874, (in this Act called the South District Acts of 1873 and 1874,) were conferred upon the Manchester South District Railway Company (therein and in this Act called the South District Company) were transferred to and vested in the Sheffield and Midland Railway Companies Committee (in this Act called the Sheffield and Midland Committee), whose undertaking belongs to the Manchester, Sheffield, and Lincolnshire Railway Company and the Midland Railway Company (in this Act called the Company) jointly, and provision was thereby made for the winding up of the affairs and the dissolution of the South District Company:

39 & 40 Vict. c. ccix. (Manchester South District.)

And whereas by the said Act of 1876 (section nineteen) the Company and the Manchester, Sheffield, and Lincolnshire Railway Company (in this Act called the Sheffield Company) respectively were authorised to raise in equal moieties by means of shares moneys not exceeding in the whole the sum of four hundred and fifty thousand pounds (being the amount of the share capital which the South District Company were authorised to raise), and also to raise in equal moieties by borrowing moneys not exceeding in the whole the sum of one hundred and fifty-one thousand pounds (being the amount which by the said Acts of 1873 and 1874 the South District Company were authorised to borrow), but no portion of the said respective sums of money has been raised by the Sheffield Company:

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And whereas it is expedient that the rights, powers, privileges, and authorities which by the said Act of 1876 were so transferred to and vested in the Sheffield and Midland Committee, and also the powers of raising money which by the same Act were conferred on the Sheffield Company should be vested in and exercised by the Company solely:

(Amendment of Joint Lines Act, 1869.)

And whereas by section fifty-nine of the Manchester, Sheffield, and Lincolnshire Railway and Midland Railway Companies (Joint Lines) Act, 1869, in this Act called the Joint Lines Act of 1869, (running powers to Midland Company,) provision purports to be and was intended to be made for securing to the Company running powers over certain portions of the railways of the Sheffield Company, but the language of such section is imperfect and incomplete, and does not sufficiently define the portions of railway over which such running powers are to be exercised, and it is expedient that such section should be repealed, and other and better provision made in lieu thereof:

(Hemel Hempsted Company agreement.)

And whereas the railway of the Hemel Hempsted and London and North-western Railway Company (in this Act called the Hemel Hempsted Company) joins the railway of the Company at Harpenden, and by the Hemel Hempsted and London and North-western Railway Extension Act, 1866, the Hemel Hempsted Company on the one hand, and the Great Northern Railway Company and the Company, or either of them, on the other hand, were empowered to enter into working and traffic agreements as therein provided:

And whereas the Company and the Hemel Hempsted Company have, in exercise of the powers above referred to, entered into the agreement which is set forth in the First Schedule to this Act, and it is expedient that such agreement should be confirmed:

(Metropolitan District Company agreement.)

And whereas by means of railways belonging to the London and South-western Railway Company, over which, by agreement with that Company, the Company have running powers, a communication is established between the railways of the Company and the railways of the Metropolitan District Railway Company, and it is expedient that the agreement between the two last-named companies, which is set forth in the Second Schedule to this Act, should be confirmed:

(Severn Bridge Railway Company guarantee.)

And whereas by the Severn Bridge Railway Act, 1872, the Severn Bridge Railway Company (in this Act called the Severn Bridge Company) was incorporated for the construction of a railway in the county of Gloucester across the River Severn, with branches therefrom, and by the same Act the Gloucester and

Berkeley Canal Company and the Severn and Wye Railway and Canal Company were empowered to subscribe to the said undertaking to the extent of fifty thousand pounds each, and also to guarantee to any shares, mortgages, or bonds of the Severn Bridge Company an amount of dividend or interest, not exceeding five per centum, upon the amount for the time being called up and paid in respect of such shares, or upon the amount of the principal money due:

And whereas by the same Act the Company, in the event of their being authorised to contribute, and contributing twenty-five thousand pounds towards the said undertaking, were empowered to exercise certain running powers over the proposed railway, and also to appoint a director of the Severn Bridge Company:

And whereas by the Midland Railway (Additional Powers) Act, 1873 (section 38), the Company were empowered (subject to certain conditions which have been fulfilled) to subscribe, and have subscribed towards the said undertaking to the extent of fifty thousand pounds:

And whereas it is expedient that the Company should be empowered, either alone or in conjunction with the Sharpness New Docks and Gloucester and Birmingham Navigation Company (who now represent the Gloucester and Berkeley Canal Company), and the Severn and Wye Railway and Canal Company, or one of them, to guarantee the payment of interest or dividends on the whole or some portion of the money raised or to be raised by the Severn Bridge Company on mortgage of their undertaking, or by the creation and issue of debenture stock:

(Amendment of Acts.)

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

And whereas the purposes 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 be cited for all purposes as the "Midland Railway (Further Powers) Act, 1877."

Transfer to Company of powers of

2. Subject as herein-after provided, all the rights, powers, privileges, and authorities, liabilities, and obligations relative to the

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Sheffield and Midland Committee and of Manchester, Sheffield, and Lincolnshire Railway Company, in reference to Manchester South District Railway.

undertaking authorised by the South District Acts of 1873 and 1874, which by the Midland Railway (Further Powers) Act, 1876, were transferred to and vested in the Sheffield and Midland Committee, or were conferred upon the Sheffield Company, shall be and are hereby, as from the eleventh day of August one thousand eight hundred and seventy-six, transferred to and vested in the Company solely, who may in their own name, and under their own seal, or under the hands of their secretary, officers, and servants, exercise and fulfil all those rights, powers, privileges, and authorities, liabilities, and obligations as fully and effectually in all respects as the Sheffield and Midland Committee or the Sheffield Company might have exercised the same if this Act had not been passed.

Provision as to admission of Great Northern Railway Company to joint interest in South District undertaking.

3. Section twenty-four of the Midland Railway (Further Powers) Act, 1876, is hereby repealed, and in lieu thereof, be it enacted as follows; the Great Northern Railway Company may on or before the eleventh day of August one thousand eight hundred and seventy-eight elect to become jointly with the Company owners of and interested (in the proportion of one-third part thereof) in the rights, powers, privileges, and authorities, which by the South District Acts of 1873 and 1874 were conferred upon the South District Company, and are by this Act transferred to and vested in the Company; and on their signifying such election in writing under their seal to the Company, they may and shall be admitted accordingly, upon and subject to the payment or contribution by them of one-third part of the cost to be incurred in carrying into effect the purposes of the South District Acts of 1873 and 1874, and the purposes of this Act, in relation thereto, together with interest thereon at the rate of five pounds per centum per annum from the respective dates of expenditure thereof until payment, and from and after such payments the powers by this Act transferred to and vested in the Company shall be transferred to and vested in and shall be exercised by the Company and the Great Northern Railway Company jointly; but in the proportion above specified in as full and ample a manner in all respects as if the Company and the Great Northern Railway Company jointly had been named in this Act instead of the Company.

If any difference arise between the two companies as to the true intent and meaning of the foregoing provisions of this section, or as to the mode of giving effect thereto, every such difference shall from time to time be determined by arbitration in the manner prescribed by the Railway Companies Arbitration Act, 1859.

Authorising agreements between Company and Great

4. The Company and the Great Northern Railway Company may from time to time enter into and carry into effect such agree-

ments as they may deem necessary or expedient for giving effect to the foregoing provisions of this Act.

Northern Railway Company.

5. Section fifty-nine of the Joint Lines Act of 1869 is hereby repealed, and in lieu thereof, be it enacted as follows; the Company, their officers and servants, may run over, work, and use with their engines and carriages, and for the purposes of their traffic, so much of the Sheffield Company's main line of railway as lies between the point of junction of the Railway No. 1 authorised by the Manchester and Stockport Railway Act, 1866, with the Sheffield Company's Railway, at or near the Ashbury Station on that railway, in the township of Gorton and parish of Manchester, and the junction of the Company's Ardwick Branch with the Sheffield Company's Railway near Gorton Lane in the parish of Manchester, and also so much of the main line of the Sheffield Company as lies between the said junction of the Company's Ardwick Branch and the Sheffield Company's Ardwick Junction, and all stations, booking offices, watering places, sidings, turntables, warehouses, wharves, telegraphs, and other conveniences connected with the same, in consideration whereof the Company shall pay to the Sheffield Company mileage tolls, after deducting terminals, passenger duty, and twenty-five per centum for working expenses on all the Company's traffic passing from the said first-mentioned point of junction over the Sheffield Company's main line of railway from that point of junction to the junction with the Company's Ardwick Branch near to Gorton Lane, as for one mile, and from the same point to the Ardwick Junction as and for one and a half mile.

Further provision as to running powers to Company over portions of railways of Sheffield Company.

6. The agreement between the Company and the Hemel Hempsted Company, which is set forth in the First Schedule to this Act, is hereby confirmed and made binding on the two companies, and full effect may and shall be given thereto.

Confirming agreement with Hemel Hempsted Company.

7. The agreement between the Company and the Metropolitan District Railway Company, as set forth in the Second Schedule to this Act, is hereby confirmed and made binding on the two companies, and full effect may and shall be given thereto.

Confirming agreement with Metropolitan District Railway Company.

8. The Company may, with the authority of three fourths of the votes of their shareholders, present in person or by proxy at a general meeting of the Company specially convened for the purpose, from time to time, either alone or jointly with the Sharpness New Docks and Gloucester and Birmingham Navigation Company and the Severn and Wye Railway and Canal Company, or one of them, guarantee out of the profits of their own undertaking the payment of interest or dividends on the whole or any portion of the money

Power to guarantee interest on mortgages, &c. of Severn Bridge Company.

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raised or to be raised by the Severn Bridge Company on mortgage of their undertaking, or by the creation and issue of debenture stock: Provided always, that no such guarantee shall prejudice or affect any preference or priority in the payment of interest or dividend on any 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 mortgages or bonds granted by the Company, or any interest on any Midland Railway debenture stock.

Power to apply corporate funds to purposes of Act.

9. The Company may apply to any of the purposes of this Act any of the moneys which they now have in their hands, or which they have power to raise by shares, stock, debenture stock, or mortgage by virtue of any Acts relating to the Company, and which may not be required for the purposes to which they are by any such Acts made specially applicable.

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

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

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

11. Nothing in this Act contained shall exempt the Company or their railways from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels authorised to be taken by the Company.

Expenses of Act.

12. 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.

The SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

A.D. 1877.

Agreement made the first day of December one thousand eight hundred and seventy-six, between the Hemel Hempsted and London and North-western Railway Company (herein-after designated the Hemel Hempsted Company) of the one part, and the Midland Railway Company (herein-after designated the Midland Company) of the other part.

Whereas by the Hemel Hempsted and London and North-western Railway Act, 1863, the Hemel Hempsted Company were incorporated, with power to make a railway from the London and North-western Railway at Boxmoor to Hemel Hempsted in the county of Hertford: And whereas by the Hemel Hempsted and London and North-western Railway Extension Act, 1866, (herein-after designated the Act of 1866, with which was incorporated Part III. of the Railways Clauses Act, 1863,) the Hemel Hempsted Company were, amongst other things, authorised to extend their railway to join the Midland Railway at Harpenden: And whereas by the Hemel Hempsted and London and North-western Railway Act, 1872, (herein-after designated "the Act of 1872,") the Hemel Hempsted Company were authorised, amongst other things, to divert a portion of the railway authorised by the Act of 1866, and the time by that Act limited for the construction of the said diverted railway was extended; and it was thereby enacted that the new and altered lines of the railway by that Act authorised should for all purposes whatsoever be part of the railway of the Company as if authorised by the Acts of 1863 and 1866: And whereas the railway authorised by the Acts of 1866 and 1872 will, when completed and opened for traffic, be in connexion with the main line of the Midland Company, and it will be conducive to public convenience as well as to economy of working that the Midland Company should also work the traffic of the railway authorised by such last-mentioned Acts, and the following terms have been agreed to for such working: Now these presents witness that it is hereby agreed between the parties hereto as follows:

1. So soon as the line from Hemel Hempsted to a junction with the Midland Railway at Harpenden (herein-after called "the New Line") has received the authority of the Board of Trade to be open for public traffic, the Midland Company shall, immediately and for ever afterwards, at their own expense maintain, renew, manage, stock, work, and use the new line and works, and shall have the sole right of fixing and receiving tolls, rates, fares, and charges for the use thereof,

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or the conveyance of traffic of all kinds thereon, and shall indemnify the Hemel Hempsted Company from and against all actions, claims, and demands whatsoever in respect of the maintenance and working of the new line.

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

3. The Hemel Hempsted Company shall be entitled to retain or sell the superfluous lands adjoining the new line, and in case any question shall arise as to whether any lands are superfluous the same shall be determined by arbitration as herein-after provided.

4. The Midland Company shall pay to the Hemel Hempsted Company as and for their proportion of the profits of working the new line the sums following; that is to say,

For the half year or portion of a half year ending the thirtieth day of June or the thirty-first day of December next, after the new line shall have been opened for public traffic, a sum bearing such proportion to three thousand seven hundred and fifty pounds as the period during which the new line shall have been opened bears to a year:

For each subsequent half year ending the thirtieth day of June or the thirty-first day of December the sum of one thousand eight hundred and seventy-five pounds.

5. The sums payable under the last article shall be paid within one month after they shall have respectively accrued due, and in case of default shall be recoverable by action with interest for the period of default at the rate of five per cent. per annum.

6. This agreement shall be subject to the sanction of Parliament, which shall be applied for by the Midland Company at their own expense, and the application shall be supported by the Hemel Hempsted Company.

7. All differences arising between the Hemel Hempsted Company and the Midland Company, and all questions as to the carrying into effect of the provisions of this agreement, shall be determined by arbitration under the Railways Companies Arbitration Act, 1859.

In witness whereof the Hemel Hempsted Company and the Midland Company have respectively caused their common seals to be hereunto affixed the day and year first above written.

The Seal of the Hemel Hempsted Company.

The Seal of the Midland Company.

SECOND SCHEDULE.

A.D. 1877.

AGREEMENT made the twenty-fifth day of April one thousand eight hundred and seventy-six, between the Midland Railway Company (herein-after called the Midland Company) of the one part, and the Metropolitan District Railway Company (herein-after called the District Company) of the other part.

WHEREAS an Act was passed in the last session of Parliament called the Metropolitan District Railway Act, 1875, for authorising the District Company to construct a railway (herein-after called the Hammersmith Junction) from the Hammersmith Station of the District Railway to join the Kensington and Richmond line of the London and South-western Railway Company, with powers, among other things, to run over certain portions of the last-mentioned line, and a certain railway forming a junction therewith described as Railway No. 5 in the London and South-western, Kensington, and Richmond Railway Act, 1864, therein referred to as the Acton Junction Line: And whereas the Midland Company's system of railways is in direct communication with the last-mentioned portions of railways of the London and South-western Railway Company, and by agreement with that Company the Midland Company are entitled to run over and use those portions of railways for the purposes of their traffic, and a means of railway communication is established thereby and by the Hammersmith Junction between the systems of railways of the Companies parties hereto: Now these presents witness that it is agreed between the Midland Company and the District Company, as follows:

1. The District Company will, with all convenient expedition, construct and complete and open for traffic the railway authorised by the said Metropolitan District Railway Act, 1875, (herein-after called the Hammersmith Junction,) the capital expended upon which is intended to be kept separate and distinct from the capital expended upon the other portions of the District Railway, so as, according to the provisions of the said Act, to form a separate undertaking.

2. So soon as the Hammersmith Junction shall be complete and opened for traffic, the Midland Company shall be entitled to use, for the purposes of goods and mineral traffic, so much of the District Railway as lies between the proposed junction at Hammersmith with the Kensington and Richmond line of the London and South-western Railway, and the stations of the District Company at High Street, Kensington, and South Kensington respectively, and the District Company will afford to the Midland Company at the sole cost of the Midland Company all facilities in their power for obtaining access to and for the construction and convenient use of such goods or coal depôts in connexion with such portion of railway as the Midland Company may establish on lands to be acquired by them: And the Midland Company shall also be entitled to use the same portions of the District Railway, together with all stations thereon, for the purposes of passenger traffic, subject, however, as regards the

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portion of the District Railway between Earls Court and South Kensington, to proper and sufficient additional accommodation for the Midland Company's trains being first provided at South Kensington by or at the expense of the Midland Company, the extent of such accommodation to be determined in case of difference by arbitration as herein-after mentioned.

3. The consideration to be paid to the District Company for the use by the Midland Company of the said portions of the District Company's railway other than the Hammersmith Junction shall be, as regards mineral traffic, a net toll calculated at the rate of fourpence per ton for the first fifty thousand tons, and at the rate of threepence per ton beyond fifty thousand tons in any one year; and as regards goods traffic carried over any portion of the same lines, sixpence per ton; and in respect of passengers or coaching traffic a mileage proportion deducting twenty per cent. for working expenses of the gross agreed through rates, with a minimum of one mile; and all such trains shall (if required of the District Company) be available for conveying the local passengers and coaching traffic of the District Railway; and, in respect of the conveyance of such local traffic by such trains when so required, the Midland Company shall be allowed by the District Company for working expenses a sum to be agreed not exceeding one shilling per train mile.

4. The consideration for the use by the Midland Company of the Hammersmith Junction shall be ascertained as follows:

A fund shall be formed and kept distinct, entitled the Hammersmith Junction Fund, which, besides the mileage proportion (deducting working expenses) due to the Hammersmith Junction of the receipts from all traffic conveyed thereon or thereover by the District Company, and all other persons other than the Midland Company, which will be paid into such fund attributable as profit on the capital expended on such line, shall be credited with the following amounts:

(*a.*) The total receipts of the Midland Company (deducting terminals) from traffic passing to or from their system on or over the Hammersmith Junction:

(*b.*) The receipts accruing (according to the ordinary practice of railway companies) to the Hammersmith Junction from all other sources.

And the Hammersmith Junction Fund so constituted shall be divided in each year as follows:

1st. There shall be paid thereout to the District Company the expenses actually incurred by them in manning, maintaining, and signalling the Hammersmith Junction:

2nd. There shall be paid thereout to the District Company a sum equal to four and a half per centum upon the amount of their capital expenditure from time to time upon the Hammersmith Junction forming the separate capital of that undertaking:

3rd. The balance of the Hammersmith Junction Fund shall be paid to the Midland Company.

5. Accounts under this agreement shall be settled by the accountants of the Companies parties hereto in the months of January and July in each year.

6. All trains of the Midland Company using those portions of the District Railway shall be made up of carriages in such numbers, in such order, and

of such classes as the District Company may from time to time reasonably require.

7. The times of the running of such trains shall be under the reasonable control of the District Company, so as to avoid undue interference with the District trains, and the servants of the Midland Company when on the District line shall be under the rules of the District Company.

8. The terminals upon traffic of the Midland Company passing on or over the Hammersmith Junction shall be ascertained as regards goods traffic according to the regulations from time to time of the Railway Clearing House, and as regards mineral traffic shall from time to time be agreed between the Companies parties hereto, or settled by arbitration under this agreement.

9. The capital expenditure of the District Company upon the Hammersmith Junction shall be subject to the reasonable control of the Midland Company.

10. The Midland Company using the District Company's railway under this agreement shall observe such byelaws and regulations of the District Company as may from time to time be in force.

11. A system of through booking for passengers and parcel traffic at agreed through rates and fares shall be established and maintained between the principal stations of the companies parties hereto.

12. The through fares and rates charged for all passengers and parcel traffic carried under the provisions of the last article shall be divided between the two Companies in mileage proportion, with a minimum of one mile to each Company, after deducting Government duty on passengers and such terminals on parcel traffic as shall be agreed upon, or failing agreement as shall be prescribed by the Clearing House regulations for the time being.

13. For the purpose of facilitating the exchange of passenger and parcel traffic between the systems of the Companies parties hereto, and of affording the most convenient practical train service to the public desiring to use the same, the District Company shall continue their service of trains now running between the Mansion House Station and Hammersmith, and the Midland Company shall carry on such trains, not being less than two or more than six in the hour from Hammersmith or from the Acton Junction, as may be agreed, to such a point on the Midland system, or on a line worked over by them, as shall hereafter be agreed upon, not exceeding six miles from such last-named station, and such trains shall in due course be worked back again by the Midland Company, and re-delivered to the District Company at Hammersmith or Acton, as the case may be.

14. The Midland Company shall be at liberty, at their own expense, to construct and open their own booking offices for passengers and parcels traffic, and appoint their own clerks, at all or any of the stations of the District Company.

15. The Companies parties hereto shall afford to each other at all stations space for the display of time bills, notices, and placards relating to the traffic of their respective Companies.

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16. Any difference arising under this agreement to be settled by arbitration under the Railway Companies Arbitration Act, 1859.

17. This agreement shall not be terminable by notice.

18. Parliamentary sanction to this agreement may be sought by either of the Companies parties hereto, and shall be consented to by the other Company.

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

Seal of Metropolitan District Railway Company.

Seal of Midland Railway Company.

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