ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

# VICTORIÆ REGINÆ.

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## *Cap.* clxxxiii.

An Act for enabling the *Midland* Railway Company to construct new Railways and Works, and to acquire additional Lands, in the West Riding of the County of *York*, and in the Counties of *Derby*, *Warwick*, *Leicester*, *Gloucester*, the City of *Worcester*, *Nottingham*, the Town of *Nottingham*, and *Northampton*; and for other Purposes.

[21st *July* 1863.]

WHEREAS it is expedient that the *Midland* Railway Company (in this Act called "the Company") should be empowered to construct the Railways and execute the other Works hereinafter mentioned; (that is to say,)

A Railway to commence by a Junction with the *Midland* Railway in the Township of *Carlton* in the Parish of *Royston* in the West Riding of the County of *York*, and to terminate by a Junction with the *Manchester*, *Sheffield*, *and Lincolnshire* Railway in the Township of *Barnsley* in the Parish of *Silkstone* in the said West Riding:

*The Midland Railway (New Lines and Additional Powers) Act*, 1863.

A Railway to commence by a Junction with the *Midland* Railway in the Township of *Cudworth* in the said Parish of *Royston*, and to terminate by a Junction with the first-described intended Railway in the Township of *Monk Bretton*, otherwise *Burton*, in the same Parish:

A Railway to commence by a Junction with the *Midland* Railway in the Township and Parish of *Staveley* in the County of *Derby*, and to terminate at *Bolsover Woodhouse* in the Parish of *Bolsover* in the same County:

A Railway to commence by a Junction with the *Midland* Railway in the Township and Parish of *Duffield* in the County of *Derby*, and to terminate in the Township and Parish of *Wirksworth* in the same County:

A Railway to commence by a Junction with the last-mentioned intended Railway in the said Township and Parish of *Wirksworth*, and to terminate by a Junction with the *Cromford and High Peak* Railway in the same Township and Parish:

And whereas it is expedient that the Company should be empowered to make an Alteration of or a Deviation in the Line of the Railway from *Ashchurch* to *Evesham*, being the Railway fifthly described in and authorized by "The *Midland* Railway (New Lines) Act, 1861," in the Parish of *Evesham*, and to abandon the Construction of so much of the authorized Line of the said Railway from *Ashchurch* to *Evesham* as will be rendered unnecessary by such Deviation, and also to construct a Railway from the *Ashchurch and Tewkesbury* Branch of the *Midland* Railway in the Parish of *Ashchurch* to join the said intended Alteration or Deviation of the said Railway from *Ashchurch* to *Evesham* in the same Parish, and to abandon the Construction of the Railway in the said "*Midland* Railway (New Lines) Act, 1861," sixthly mentioned: And whereas it is also expedient that the Company should be empowered to widen and enlarge and to lay down One or more additional Line or Lines of Rails upon a Portion of the *Ashchurch and Tewkesbury* Branch of their Railway, and to make a Branch Railway from the said *Ashchurch and Tewkesbury* Branch Railway in the Parish of *Tewkesbury* to join the Railway from *Tewkesbury* to *Malvern* authorized by "The *Tewkesbury and Malvern* Railway Act, 1860," and "The *Tewkesbury and Malvern* Railway Act, 1862," or One of them, in the same Parish, and that so much of the said Acts or either of them as empowers or requires the *Tewkesbury and Malvern* Railway Company to construct so much of the Line of Railway by the said Acts or either of them authorized as is situate between the Points at which the last-mentioned intended Railway will commence and terminate should be repealed: And whereas it is also expedient that the Company should be empowered to widen and enlarge and to lay down One or more additional Lines of Rails upon so much of the Main Line of their Railway as is situate between the North End of their Station

24 & 25 Vict. c. lvii.

23 & 24 Vict. c. lxxii. 25 & 26 Vict. c. lvi.

Station at *Derby* and the Point where the Line from *Rugby* to *Derby* joins the Line from *Leeds* to *Derby*, near the Bridge which carries the Railway over the River *Derwent:* And whereas it is expedient that the Company should be empowered to alter and raise the public Roads called respectively the *London Road* and *Litchurch Lane* in the Parish of *Saint Peter*, *Derby*, and the Townships of *Saint Peter* and *Litchurch*, or One of them, in the County of *Derby:* And whereas it is also expedient that the Company be empowered to purchase by Compulsion or Agreement for the Purposes of their Undertaking the additional Lands and Houses following, or any Easement in, over, or upon the same; (that is to say,)

Certain Lands and Houses in the Townships of *Bradford* and *Manningham*, both in the Parish of *Bradford* in the West Riding of the County of *York*, adjoining and on the Western Side of the *Leeds and Bradford* Branch of the *Midland* Railway, and lying to the North of the *Trafalgar* Brewery at *Bradford;* and also certain Lands and Houses in the said Township and Parish of *Bradford* on the Western Side of the last-mentioned Railway, and lying to the South of *Albert's Place*, *Bradford*, and between that Place and the *Midland* Railway Station; and also certain other Lands and Houses in the said Parish and Township of *Bradford* situate on the Southern Side of *School Street*, and on the Eastern Side of a certain Footpath leading from *School Street* to *Canal Road:*

Certain Lands and Houses in the Township of *Bramley* in the Parish of *Leeds* in the West Riding of the County of *York* adjoining and on the Southern Side of the said *Leeds and Bradford* Branch Railway near to the *Newlay* Station on the said Railway, and abutting upon the Eastern Side of the Road leading from *Horsforth* to *Bramley:*

Certain Lands and Houses in the Township of *Litchurch* in the Parish of *Saint Peter*, *Derby*, in the County of *Derby*, on the Eastern Side of and adjoining the *Derby* Railway Station, and extending from the *Swarkeston* Branch of the *Derby* Canal in a southerly Direction to the *London Road;* and also certain other Lands and Houses in the same Township and Parish on the Eastern and Western Sides of the *Midland* Railway, and extending from the said *London Road* in a southerly Direction to the *Osmaston Road;* and also certain other Lands and Houses in the same Township and Parish on the Western Side of and adjoining the said Railway, and extending from the said *Osmaston Road* in a southerly Direction to the Boundary between the Parishes of *Saint Peter*, *Derby*, and *Normanton;* and also certain other Lands and Houses in the Township of *Saint Peter* in the Parish of *Saint Peter*, *Derby*, in the Borough of *Derby*, near to the Northern End of the said *Derby* Station, and abutting on the Northern Side thereof to the River *Derwent*,

*Derwent*, and known by the Name of the *Siddalls*; and also certain other Lands and Houses in the Parish of *Saint Alkmund*, *Derby*, on the Southern Side of and adjoining the *Midland* Railway from *Derby* to *Rugby*, and extending in a southerly Direction to the said River *Derwent*:

Certain Lands and Houses in the Township of *Wilnecote* in the Parish of *Tamworth* in the County of *Warwick* adjoining and on the Western Side of the *Midland* Railway near the *Wilnecote* Goods Station, and abutting upon the Northern Side of the Road leading from *Atherstone* to *Fazeley*:

Certain Lands and Houses in the Hamlet of *Duddeston-cum-Nechells* in the Parish of *Aston-juxta-Birmingham* in the County of *Warwick* situate on the Northern Side of and adjoining to the *Lawley Street* Station of the *Midland* Railway, and fronting to and abutting on the Eastern Side of *Lawley Street* aforesaid:

Certain Lands and Houses in the Parish of *Saint Martin* in the County of the City of *Worcester* near the *Shrubs Hill* Station of the *West Midland* Railway, and lying on the Western Side of that Railway, and adjoining or closely contiguous thereto, and extending from *Crowle Road* in a southerly Direction for a Distance of about Forty Chains measured along the *West Midland* Railway; and also, so far as may be requisite for the Purposes of this Act, the Railway Slopes and Land connected therewith of the *West Midland* Railway Company adjoining the before-mentioned Lands or some of them, and to appropriate the said Lands or Part thereof to Station Purposes, with Power to construct a Railway or Siding for the Purpose of connecting the same or Part thereof with the *West Midland* Railway:

Certain Lands and Houses in the Township of *Long Eaton* in the Parish of *Sawley* in the County of *Derby* adjoining to and on the Northern Side of the *Midland* Railway from *Derby* to *Nottingham* near to *Platt's Crossing*, and abutting upon the Western Side of the *Erewash Valley* Branch of the *Midland* Railway; and also certain Lands and Houses in the same Township and Parish near to and on the Eastern Side of the *Trent* Station of the *Midland* Railway, and lying between that Station and the River *Trent* near to the *Cramfleet* Lock:

Certain Lands and Houses in the Parish of *Saint Mary*, *Nottingham*, in the County of the Town of *Nottingham*, near to the *Nottingham* Goods Station of the *Midland* Railway, and on the Southern Side of and adjoining that Railway, and on the Western Side of and adjoining the *Wilford Road*:

Certain Lands and Houses in the Townships of *Rolleston* and *Fiskerton*, or One of them, in the Parish of *Rolleston* in the County of *Nottingham*,

*Nottingham*, near to the *Rolleston* Junction of the *Midland* Railway, and on the Southern Side of and adjoining that Railway:

Certain Lands and Houses in the Parish of *Glenfield* in the County of *Leicester* near to the *Glenfield* Station on the Branch to *West Bridge* from the *Leicester and Burton* Line of the *Midland* Railway, on the Northern Side of and adjoining the said *West Bridge* Branch, and on the Eastern Side of and adjoining the Road from *Glenfield* to *Anstey*:

Certain Lands and Houses in the Parish of *Isham* in the County of *Northampton* adjoining the *Finedon* Station of the *Midland* Railway, and adjoining and on the West Side of the said *Midland* Railway, and abutting on the North Side of the Road leading from *Burton Latimer* to *Isham*:

Certain Lands and Houses in the Parish of *Wellingborough* in the County of *Northampton*, near to the Point of Junction with the *Midland* Railway of the Branch Railway from the *Midland* Railway to the *London and North-western* Railway, and adjoining or contiguous to the Western Side of the said *Midland* Railway and Branch Railway respectively, abutting on the Southern Side of the Road leading from the *Midland* Railway Station to *Wellingborough*, and on the Station Inn and Premises thereto belonging, and extending from the said Road in a southerly Direction a Distance of Forty-one Chains or thereabouts; and also certain Lands and Houses in the said Parish of *Wellingborough* near to the *Midland* Railway Station, and near to the said Point of Junction on the Eastern Side of the *Midland* Railway, and extending in a southerly Direction from a Point Five Chains or thereabouts to a Point Sixteen Chains or thereabouts measured by the Side of the *Midland* Railway from the Company's Gasworks; and also certain Lands and Houses in the said Parish of *Wellingborough* near to the *Midland* Railway Station on the Eastern Side of the *Midland* Railway, and extending in a northerly Direction from the said Gasworks to a Point Twenty-one Chains or thereabouts measured by the Side of the *Midland* Railway:

Certain Lands and Houses in the Township of *Peterborough* in the Parish of *Saint John the Baptist, Peterborough*, in the City of *Peterborough* in the County of *Northampton*, near to the *Crescent* Station of the *Midland* Railway, on the Western Side of and adjoining that Railway, and on the Northern Side of and adjoining the Road leading from *Stamford* to *Peterborough;* and also certain other Lands and Houses in the said last-mentioned Township and Parish and in the County of *Northampton* near to the said *Crescent* Station on the Western Side of and adjoining the said *Midland* Railway, and on the Northern Side of and adjoining the River *Nene*:

*The Midland Railway (New Lines and Additional Powers) Act*, 1863.

Certain Lands and Houses at *Cotton End* in the Parish of *Hardingstone* in the County of *Northampton* on the Northern Side of the *Blisworth and Peterborough* Branch of the *London and North-western* Railway, and adjoining or closely contiguous thereto, extending from the Turnpike Road leading from *Northampton* to *London* in an easterly Direction for a Distance of Thirty Chains or thereabouts measured along the said Branch Railway; and also, so far as may be requisite for the Purposes of this Act, the Railway Slopes and Land connected therewith of the *London and North-western* Railway Company adjoining the before-mentioned Lands or some of them, and to appropriate the said Lands or Part thereof to Station Purposes, with Power to construct a Railway or Siding for the Purpose of connecting the same or Part thereof with the *London and North-western* Railway:

And whereas Plans and Sections showing the Lines and Levels of the before-mentioned intended Railways and other Works and the Lands which the Company are by this Act empowered to acquire and appropriate, and Books of Reference to the said Plans, have been deposited with the Clerks of the Peace for the several Counties within which those respective Railways and Works will be constructed and those Lands are situate: And whereas it is expedient that the Powers granted to the Company by the Act of the Eighth and Ninth *Victoria*, Chapter One hundred and eighty-four, in relation to Station Accommodation at *Worcester*, should be defined, and that further Powers should be granted to the Company in relation thereto: And whereas by "The *Redditch* Railway Act, 1858," the *Redditch* Railway Company (in this Act called "the *Redditch* Company") were incorporated, and were authorized to make and maintain a Railway to connect the Town of *Redditch* in the County of *Worcester* with the *Midland* Railway, and by the same Act the Company and the *Redditch* Company were empowered to enter into Agreements for and with reference to the Use, Working, and Management by the Company of the Undertaking thereby authorized, and also with reference to the Conduct of the Traffic common to the contracting Companies: And whereas by "The *Redditch* Railway Act, 1862," further Powers were conferred on the *Redditch* Company for the raising of Capital: And whereas it is expedient that the *Redditch* Company be authorized to grant and the Company be authorized to accept a Transfer of the Undertaking, Railway, Property, Effects, Powers, and Privileges of the *Redditch* Company, and that Provision be made for winding-up the Affairs of and the Dissolution of the *Redditch* Company: And whereas it is expedient that the Company be authorized to raise a further Sum of Money, and that further Powers 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,

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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 (New Lines and Additional Powers) Act, 1863."

8 & 9 Vict. cc. 18. & 20. and 23 & 24 Vict. c. 106. incorporated.

**2.** "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," so far as the Provisions of the same respectively are applicable to the Purposes of this Act, shall be incorporated with and form Part of this Act.

Same Meanings to Words in incorporated Acts as in this Act.

**3.** Except as is by this Act otherwise provided, the several Words and Expressions to which in the Acts incorporated wholly or partially with this Act Meanings are assigned shall have in this Act the same respective Meanings, unless excluded by the Subject or Context.

Interpretation of Terms.

**4.** The Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act incorporated herewith, 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.

Power to take Lands.

**5.** Subject to the Provisions of this Act and of the Acts incorporated herewith, the Company may from Time to Time enter upon, take, and use, or may, subject as herein-after mentioned, acquire any Easement in, over, or upon, all or any of the Lands defined on the respective Plans, and described in the respective Books of Reference, deposited as herein-before mentioned, except the Lands shown on the deposited Plans, and described in the Books of Reference, relating to the Railway in this Act thirdly described, which are situate between the Property numbered on the said Plans 9 in the Parish of *Bolsover* and the Terminus of the said Railway as defined on the said Plans in the Parish of *Scarcliff*, and also except the Footpaths shown on the deposited Plans and described in the Books of Reference by the Numbers 27 and 49 in the Township of *Bradford:* Provided always, that the Company shall not, otherwise than by Agreement with the Owners thereof, enter upon, take, or use all or any of the Land shown on the deposited Plans of additional Lands at *Nottingham* to be purchased by the Company, and described in the deposited Books of Reference to such Plans by the Number 4, in the Parish of *Saint Mary, Nottingham:* Provided also, that the Company shall not acquire, otherwise than by Agreement, any Easement over any of the said Lands, except so far as the said Lands may be required for

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the Purpose of constructing a Drain from the *Trent* Station of the Company to and into the River *Trent* in the Township of *Long Eaton* and Parish of *Sawley* in the County of *Derby*.

Prohibiting Appropriation or Interference with a certain Footpath in the Parish of Bradford.

**6.** The Company shall not stop up, appropriate, raise, lower, alter, divert, or otherwise interfere with the Footpath numbered 27 on the said Plans in the Township of *Bradford*, or any Part thereof, on the West Side of the *Midland* Railway, or prejudice or affect the convenient User thereof by covering over the same or any Part thereof on such Western Side, or by raising the Ground within Ten Feet from the same on either Side thereof, without the Consent of the Town Council of the Borough of *Bradford* aforesaid, which the said Town Council are hereby empowered to give on such Terms and Conditions as may be agreed upon.

Power to make Railways, &c.

**7.** Subject to the Provisions of this Act, the Company from Time to Time may make in the Lines and in accordance with the Levels respectively shown on the deposited Plans and Sections relating thereto, and in and upon the Lands which the Company are by this Act authorized to enter upon, take, and use in relation thereto, the new Lines of Railway and Widenings and other Works following, with all proper Stations, Works, and Conveniences connected therewith; (that is to say,)

A Railway to commence by a Junction with the *Midland* Railway in the Township of *Carlton* in the Parish of *Royston* in the West Riding of the County of *York*, and to terminate by a Junction with the *Manchester, Sheffield, and Lincolnshire* Railway in the Township of *Barnsley* in the Parish of *Silkstone* in the said West Riding:

A Railway to commence by a Junction with the *Midland* Railway in the said Township of *Cudworth*, and to terminate by a Junction with the said first-described intended Railway in the Township of *Monk Bretton*, otherwise *Burton*, in the said Parish of *Royston*:

A Railway to commence by a Junction with the *Midland* Railway in the Township and Parish of *Staveley* in the County of *Derby*, and to terminate in the Property numbered on the deposited Plans of such Railway 9 in the Parish of *Bolsover* in the same County:

A Railway to commence by a Junction with the *Midland* Railway in the Township and Parish of *Duffield* in the County of *Derby*, and to terminate in the Township and Parish of *Wirksworth* in the same County:

A Railway to commence by a Junction with the said last-mentioned intended Railway in the said Township and Parish of *Wirksworth*, and to terminate by a Junction with the *Cromford and High Peak* Railway in the same Township and Parish:

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. An Alteration of or Deviation in the Line of the Railway from *Ashchurch* to *Evesham*, being the Railway fifthly described in and authorized by "The *Midland* Railway (New Lines) Act, 1861," such Alteration or Deviation to commence in the Parish of *Ashchurch* in the County of *Gloucester*, and to terminate by a Junction with the *Midland* Railway in the said Parish of *Ashchurch*:

A Railway to commence by a Junction with the *Ashchurch and Tewkesbury* Branch of the *Midland* Railway in the said Parish of *Ashchurch*, and to terminate by a Junction with the Line of such proposed Alteration or Deviation in the said Parish of *Ashchurch*:

The widening and enlarging and the laying down of One or more additional Lines of Rails upon so much of the *Ashchurch and Tewkesbury* Branch of the *Midland* Railway as is situate between the Point in the Parish of *Ashchurch* where the said Branch joins the Main Line of the *Midland* Railway from *Gloucester* to *Birmingham* and a Point in the Parish of *Tewkesbury* near to the Boundary between the Parishes of *Ashchurch* and *Tewkesbury* where the said Branch crosses the said Boundary:

A Branch Railway to commence by a Junction with the said *Ashchurch and Tewkesbury* Branch Railway at or near the last-mentioned Point in the Parish of *Tewkesbury*, and to terminate by a Junction with the Railway from *Tewkesbury* to *Malvern* authorized by "The *Tewkesbury and Malvern* Railway Act, 1860," and "The *Tewkesbury and Malvern* Railway Act, 1862," or One of them, in the said Parish of *Tewkesbury*:

The widening and enlarging and the laying down of One or more additional Lines of Rails upon so much of the Main Line of the *Midland* Railway as is situate between the North End of the Company's Station at *Derby* and the Point where the Line from *Rugby* to *Derby* joins the Line from *Leeds* to *Derby*, near the Bridge which carries the Railway over the River *Derwent*, all within the Parishes of *Saint Peter*, *Derby*, and *Saint Alkmund*, *Derby*, in the County of *Derby*:

A Railway or Siding for the Purpose of connecting the Lands and Houses in the Parish of *Saint Martin* in the County of the City of *Worcester* which the Company are by this Act empowered to acquire, or some Part thereof, with the *West Midland* Railway, all in the said Parish of *Saint Martin*:

A Railway or Siding for the Purpose of connecting the Lands and Houses in the Parish of *Hardingstone* in the County of *Northampton* which the Company are by this Act empowered to acquire, or some Part thereof, with the *Blisworth and Peterborough* Branch of the *London and North-western* Railway, all in the said Parish of *Hardingstone*:

And the said Railways and Works shall, for the Purposes of Tolls and Charges and for all other Purposes whatsoever, be Part of the Undertaking of the Company.

Power to cross certain Roads on the Level.

**8.** Subject to the Provisions in "The Railways Clauses Consolidation Act, 1845," contained in reference to the crossing of Roads on the Level, it shall be lawful for the Company in the Construction of the Railways by this Act authorized to carry the same with a double Line of Railway across and on the Level of the Roads numbered on the deposited Plans as follows; (that is to say,)

| No. on Plan. | Parish. | Description of Road. |
|---|---|---|
| 122 | Staveley - - - | Public Carriage Road. |
| 33 | Wirksworth - - - - | Public Carriage Road. |
| 141 | Wirksworth - - - | Public Carriage Road. |

As to shunting of Trains.

**9.** It shall not be lawful for the Company in shunting Trains to pass any Train over any such level Crossing, or to allow any Train, Engine, Carriage, or Truck to stand across any such level Crossing.

Company to erect a Lodge at Points of crossing, and abide by Rules, &c. of Board of Trade.

**10.** For the greater Convenience and Security of the Public the Company shall erect and permanently maintain a Lodge at the Points where the Railway crosses the before-mentioned Roads on the Level, and the Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Board of Trade; and if the Company shall fail to erect or at all Times maintain any such Lodge, or appoint a proper Person to watch or superintend the crossing at any such Point, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Board of Trade may require Bridge to be erected in lieu of level Crossing.

**11.** The Board of Trade may (if it shall appear to them to be necessary for the public Safety), at any Time either before or after the Railway shall have been completed, require the Company, within such Time as the Board of Trade shall direct, and at the Expense of the Company, to carry any or either of the before-mentioned Roads either under or over the Railway by means of a Bridge or Arch in lieu of crossing the same on the Level, and to execute such other Works as under the Circumstances of the Case shall appear to the said Board of Trade the best adapted for removing or diminishing the Danger arising from such level Crossing.

**12.** As

Regulating Inclination of certain Roads.

**12.** As regards the Roads next herein-after mentioned the Company may make those Roads respectively, when altered for the Purposes of this Act, of any Inclinations not steeper than the respective Inclinations herein-after mentioned in connexion with those Roads; (that is to say,)

| No. of Road on deposited Plans. | Parish. | Description of Road. | Intended Inclination. |
|---|---|---|---|
| 90 | Royston - | Public Carriage Road | 1 in 16 on one Side and level on the other Side from the Bridge to the existing Slope of the Hill on the upper Side. |
| 52 | Silkstone - | Public Carriage Road | 1 in 12. |
| 91 | Duffield - | Public Carriage Road | 1 in 12. |
| 141 | Wirksworth | Public Carriage Road | 1 in 16. |
| 167 | Wirksworth | Public Carriage Road | 1 in 16. |

Power to alter Engineering Works.

**13.** Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company in the Construction of the Railways by this Act authorized may deviate from the Line and Levels of any Arches, Tunnels, or Viaducts described in the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered, and they may also substitute any other Engineering Work not shown on those Plans or Sections instead of a Tunnel, Viaduct, Arch or Arches, as shown thereon, provided that every such Substitution be authorized by a Certificate of the Board of Trade; and the said Board is hereby empowered to grant such Certificates, provided it shall appear to the Board upon due Inquiry that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

Power to alter and raise London Road and Litchurch Lane, Derby.

**14.** Subject to the Provisions of this Act, the Company from Time to Time may alter and raise, in the Manner and to the Extent shown on the deposited Plans and Sections relating thereto, the Road called the *London Road* in the Townships of *Saint Peter* and *Litchurch* in the Parish of *Saint Peter* in the County of *Derby*, and also the Road called *Litchurch Lane* in the said Townships and Parish.

**15.** The

Lands for extraordinary Purposes.

**15.** The Company from Time to Time, in addition to the other Lands which they are by this Act authorized to purchase, may by Agreement purchase any Quantity of Lands not exceeding Twenty Acres adjoining or near to the Railways to be made under the Authority of this Act for any of the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845."

Powers for compulsory Purchases limited.

**16.** The Powers by this Act conferred for the compulsory Purchase of Lands shall not, as regards the Lands required for the Alteration of or Deviation in the authorized Line of the Railway from *Ashchurch* to *Evesham*, and for the new Line of Railway from the *Ashchurch and Tewkesbury* Branch of the *Midland* Railway to join the Line of such proposed Alteration or Deviation in the Parish of *Ashchurch* by this Act respectively authorized, be exercised after the Expiration of Eighteen Months from the passing of this Act, and as regards the other Lands required for the Purposes of this Act, after the Expiration of Three Years from the passing of this Act.

Period for Completion of Railways.

**17.** The Alteration of or Deviation in the authorized Line of the Railway from *Ashchurch* to *Evesham*, and the new Line of Railway from the *Ashchurch and Tewkesbury* Branch of the *Midland* Railway to join the Line of such proposed Alteration or Deviation in the Parish of *Ashchurch*, by this Act respectively authorized, shall be completed by the Seventh Day of *June* One thousand eight hundred and sixty-five, and the other new Lines of Railway 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 for making the same respectively, or otherwise in relation thereto, shall cease, except as to so much thereof respectively as shall then be completed.

Penalty if Railways not completed and opened within Time limited.

**18.** If the said Alteration or Deviation and new Lines of Railway by this Act respectively authorized are not completed and opened for public Traffic within the respective Periods by this Act prescribed, the Company shall be liable to a Penalty of Fifty Pounds *per* Day, to be recoverable as a Debt due to the Crown, for every Day after the respective Periods so limited until such Alteration or Deviation and new Lines respectively shall be completed and opened for public Traffic; but no Penalty shall accrue in respect of any Time during which it shall appear by a Certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening such Alteration or Deviation and new Lines respectively by unforeseen Accident or Circumstances beyond their Control; but the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company.

**19.** Whereas

Restricting Use of Land of Barnsley Coal Railway Company.

**19.** Whereas the Railway hereby authorized and herein-before first described is intended to cross over the *Barnsley* Coal Railway in the Parish of *Darfield*: Nothing in this Act contained shall authorize the Company, unless with the Consent of the *Barnsley* Coal Railway Company under their Common Seal for that Purpose first had and obtained, to take or enter upon any of the Lands of the same Company, or to alter, vary, or interfere with the *Barnsley* Coal Railway, or any of the Works thereof, further or otherwise than is necessary for the Construction and Maintenance over the same of the said Railway by this Act authorized.

Not to interfere with Barnsley Coal Railway without Consent.

**20.** Notwithstanding anything in this Act contained, the Company shall not, for the Purpose of so forming or maintaining their Railway over the *Barnsley* Coal Railway, require any Ownership of or in any Land or Property of the *Barnsley* Coal Railway Company, but only an Easement or Right so to form and maintain and use the intended Railway over the *Barnsley* Coal Railway; and the Company shall not enter upon or interfere with the same Railway or any of the Lands or Works of the *Barnsley* Coal Railway Company, or execute any Work whatsoever over or affecting the same, until they shall have delivered to that Company Plans, Drawings, and Specifications of such Works, nor until those Plans, Drawings, and Specifications shall have been examined and approved in Writing under his Hand by the principal Engineer of the *Barnsley* Coal Railway Company, or, in the event of his neglecting or declining to approve the same for One Calendar Month after such Plans, Drawings, and Specifications shall have been delivered to that Company, until the same shall have been so examined and approved by an Engineer to be appointed by the Board of Trade; and the same Works shall be executed and thereafter maintained by the Company at their sole Expense in all things according to such approved Plans, Drawings, and Specifications, under the Superintendence and to the reasonable Satisfaction of the principal Engineer for the Time being of the *Barnsley* Coal Railway Company; and the Bridge over the *Barnsley* Coal Railway shall be of such Span as to admit of the convenient Maintenance and Use under the same of Two distinct Lines of Railway at the least.

Company to pay Expenses of Watchmen during Construction of Works.

**21.** During the Construction of the Railway hereby authorized over and adjacent to the *Barnsley* Coal Railway the Company will bear, and on Demand will pay to the *Barnsley* Coal Railway Company, the Expense of the Employment by them of a sufficient Number of Inspectors or Watchmen to be appointed by them for watching their Railway with reference to and during the Execution of the intended Works, and for preventing as far as may be all Interference, Obstruction, Danger, and Accident to arise from any of the Operations of the Company, or from the Acts or Defaults of any Person or Persons in their Employ or otherwise:

otherwise: Provided always, that unless the Engineer of the *Barnsley* Coal Railway Company shall certify that more are necessary, the Number of such Inspectors or Watchmen shall not exceed Two.

Penalty in case of Interruption of Traffic on the Barnsley Coal Railway.

**22.** If by reason of any Works or Proceedings of the Company there shall be any Obstruction of or Interference with the *Barnsley* Coal Railway so as to prevent or impede the convenient Passage of Engines and Carriages along the same, the Company shall pay to the *Barnsley* Coal Railway Company the Sum of Ten Pounds *per* Day by way of ascertained Damages for every Day during which that Obstruction shall continue.

Damages sustained by Barnsley Coal Railway Company to be repaid.

**23.** Notwithstanding anything in this Act contained, the Company shall from Time to Time be responsible for and make good to the *Barnsley* Coal Railway Company all Costs, Losses, Damages, and Expenses which may be occasioned to them or to any of their Works or Property, or to the Traffic on their Railway, or to any Person or Persons using the same, or otherwise during the Execution or by reason of the Failure of any of the intended Works, or of any Act or Omission of the Company or of any of the Persons in their Employ, or of their Contractors or others, and the Company will effectually indemnify and hold harmless the *Barnsley* Coal Railway Company from all Claims and Demands upon or against them by reason of such Execution or Failure, and of any such Act or Omission.

Saving Rights of Barnsley Coal Railway Company.

**24.** Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *Barnsley* Coal Railway Company otherwise than is herein expressly provided.

Communications with Manchester, Sheffield, and Lincolnshire Company to be made to their Satisfaction.

**25.** The Communications between the first-mentioned Railway in the Township of *Barnsley* in the Parish of *Silkstone* in the West Riding of the County of *York* hereby authorized, and the *Manchester, Sheffield, and Lincolnshire* Railway, and all such Interferences with the Works of the said *Manchester, Sheffield, and Lincolnshire* Railway as may be necessary or convenient for effecting such Communications, shall be made under the Direction and Superintendence of the Engineer for the Time being of the *Manchester, Sheffield, and Lincolnshire* Railway Company; and in case of any Difference arising as to the Mode of effecting the Communications or either of them, the same shall be determined by a Referee to be appointed at the Cost of the Company by the Board of Trade on the Application of either Company.

The Company not to take the Property of the

**26.** Excepting as is by this Act specially provided, nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to take or enter upon any of the Lands belonging

belonging to the *Manchester, Sheffield, and Lincolnshire* Railway Company, or to alter, vary, or interfere with their Railway, or any of the Works thereof, further or otherwise than is necessary for the convenient Junctions and Communications between their said Railway and the said first-mentioned Railway hereby authorized in the said Parish of *Silkstone*, without the Consent in Writing of the *Manchester, Sheffield, and Lincolnshire* Railway Company in every Instance for that Purpose first had and obtained.

Manchester, Sheffield, and Lincolnshire Company without their Consent, except for necessary Junction.

**27.** The *Manchester, Sheffield, and Lincolnshire* Railway Company may from Time to Time erect such Signals and Conveniences incident to the Junctions between the said Railway and the *Manchester, Sheffield, and Lincolnshire* Railway, and appoint and remove such Watchmen, Switchmen, or other Persons, as may be necessary for the Prevention of Danger to or Interference with the Traffic at and near the said Junctions respectively; and the Working and Management of such Signals and Conveniences, whether on the Land of the *Manchester, Sheffield, and Lincolnshire* Railway Company or on Land of the Company, shall be under the exclusive Management and Regulation of the *Manchester, Sheffield, and Lincolnshire* Railway Company; and all the Expenses of erecting and maintaining such Signals and Conveniences, and of the Wages of such Watchmen, Switchmen, and other Persons, and all incidental current Expenses, shall at the End of every Half Year be repaid by the Company, and in default of such Repayment the Amount of such Expenses and Wages may be recovered from the Company in any Court of competent Jurisdiction.

As to Appointment of Watchmen, Pointsmen, and Erection of Signals.

**28.** Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *Manchester, Sheffield, and Lincolnshire* Railway Company otherwise than is herein expressly provided.

Saving Rights of Manchester, Sheffield, and Lincolnshire Company.

**29.** The Railway first hereby authorized, where the same will pass over the *Lancashire and Yorkshire* Railway, shall be carried over the same by means of a Bridge at a Point within the Limits of Deviation as shown on the deposited Plans, and according to Plans to be approved by and executed under the Superintendence and to the reasonable Satisfaction in all respects of the Engineer of the *Lancashire and Yorkshire* Railway Company, and at the Expense of the Company; and such Railway and Works shall be so carried out and executed respectively by such Means and in such Manner only as not to interfere with the free, uninterrupted, and safe User of the *Lancashire and Yorkshire* Railway, or the Traffic thereon; and the Bridge shall be constructed so as to give One Opening of the clear Width on the Square at the Spot where it passes over the *Lancashire and Yorkshire* Railway of Forty-six Feet at the least, with a clear

Execution of Works over Lancashire and Yorkshire Railway.

clear Headway, measured from the Level of the Rails, for the whole Width thereof of Sixteen Feet; and the Company shall not, in the Construction of the Railway first hereby authorized, deviate from the centre Line of Railway to the Southward thereof at the Spot where the same is intended to pass over the *Lancashire and Yorkshire* Railway as shown upon the deposited Plans.

As to Maintenance of those Works.

**30.** The Company shall at all Times maintain the Bridge and Works by which the Railway first hereby authorized shall be carried over the *Lancashire and Yorkshire* Railway in substantial Repair and good Order and Condition to the reasonable Satisfaction in all respects of the Engineer of the *Lancashire and Yorkshire* Railway Company; and if and whenever the Company fail so to do, the *Lancashire and Yorkshire* Railway Company may make and do, in and upon as well the Lands of the Company as their own Lands, all such Works and Things as the *Lancashire and Yorkshire* Railway Company reasonably think requisite in that Behalf; and the Sum from Time to Time certified by their Engineer to be the reasonable Amount of their Expenditure in that Behalf shall be repaid to them by the Company, and in default of full Repayment the Amount due may be recovered with full Costs by the *Lancashire and Yorkshire* Railway Company from the Company in any Court of competent Jurisdiction.

Restricting Interference with the Land of the Lancashire and Yorkshire Company.

**31.** The Company shall not, without in every Case the previous Consent of the *Lancashire and Yorkshire* Railway Company in Writing under their Common Seal, take, use, enter upon, or interfere with any of the Lands from Time to Time belonging to or in the Possession or under the Power of the *Lancashire and Yorkshire* Railway Company, except only such Parts thereof as shall be necessary for the Company to take and use, enter upon or interfere with, for the Purpose of making and maintaining the Works by which the Railway first hereby authorized is according to this Act to be carried over the *Lancashire and Yorkshire* Railway.

Company to acquire only Easements in Land of Lancashire and Yorkshire Company.

**32.** With respect to any Land of the *Lancashire and Yorkshire* Railway Company which the Company are by this Act from Time to Time authorized to use, enter upon, or interfere with, the Company shall not purchase and take the same, but the Company may purchase and take, and the *Lancashire and Yorkshire* Railway Company may and shall sell and grant accordingly, an Easement or Right of using the same for the Purposes for which but for this Enactment the Company might purchase and take the same.

Saving Rights of the Lancashire

**33.** Provided always, That, except as is by this Act expressly provided, this Act or anything herein contained shall not take away, diminish, alter, or

or prejudice any of the Rights, Powers, Privileges, or Authorities of the *Lancashire and Yorkshire* Railway Company. and York-shire Com-pany.

**34.** The following Provisions shall be in force for the Protection of the *Barnsley* Canal and the Traffic thereon, and for the Benefit of the Company of Proprietors of the *Barnsley* Canal Navigation (in this Act called "the *Barnsley* Canal Company"), and the Undertakers of the Navigation of the Rivers *Aire* and *Calder* in the County of *York* (in this Act called "the *Aire and Calder* Navigation Company"), the present Lessees of the Tolls on the *Barnsley* Canal, and other the Lessees from Time to Time of all or any of those Tolls, and all other Persons from Time to Time interested in the *Barnsley* Canal, and the Navigation thereof and the Traffic thereon and Access thereto respectively, and also for the Protection of the *Dearne and Dove* Canal and the Traffic thereon, and for the Benefit of the *South Yorkshire* Railway and River *Dun* Company, the Proprietors of the said *Dearne and Dove* Canal; (that is to say,) Provision for Protection of Barnsley Canal and Traffic thereon and Parties interested therein, and also of the Dearne and Dove Canal and Traffic thereon and Proprietors thereof.

(A.) Every Bridge (whether by this Act or howsoever authorized) by which the Railway first described in and authorized by this Act is at any Time carried over any Part of the *Barnsley* Canal and *Dearne and Dove* Canal shall be carried over the *Barnsley* Canal and *Dearne and Dove* Canal and the Towing-paths thereof respectively by One Arch or Opening of not less than Fifty Feet in Width, measured on the Square between the Abutments thereof, and the Girders of which shall throughout be at least Eleven Feet clear in Height above the ordinary Surface Level of the Water in the *Barnsley* Canal and *Dearne and Dove* Canal:

(B.) The Company shall at all Times maintain in good and sufficient Repair and Condition every such Bridge until it be removed:

(C.) During the making or repairing of every such Bridge the Company shall keep open and uninterrupted a navigable Waterway in the *Barnsley* Canal and *Dearne and Dove* Canal of at least Twenty Feet in clear Width throughout, and with a Headway which throughout shall be at least Ten Feet in clear Height above the ordinary Surface Level of the Water in the *Barnsley* Canal and *Dearne and Dove* Canal, and with a sufficient Towing-path:

(D.) The Company from Time to Time shall make to all Parties interested full Compensation in respect of all Damage, Injury, Loss, or Expense occasioned by or consequent on any Stoppage or Hindrance of or Interference with any Traffic on the *Barnsley* Canal and *Dearne and Dove* Canal from Time to Time happening by reason of the making, maintaining, or repairing, or omitting to repair, the Railway or any such Bridge, the Amount of the Compensation, if and where not agreed on, to be determined by

Arbitration in accordance with the Provisions of "The Lands Clauses Consolidation Act, 1845," for determining by Arbitration Questions of disputed Compensation:

(E.) In order that the Owners and Workers of every Colliery within such a Distance from the *Barnsley* Canal as to entitle them to the Benefit of Section One hundred and four or Section One hundred and seven of the Act of the Thirty-third Year of *George* the Third, Chapter One hundred and ten, for making and maintaining the *Barnsley* Canal, and within such a Distance from the *Dearne and Dove* Canal as to entitle them to the Benefit of Section Fifty-two of the Act of the Thirty-third Year of *George* the Third, Chapter One hundred and fifteen, for making and maintaining the *Dearne and Dove* Canal, may have the Benefit of those Sections respectively, the Company shall make and for ever thereafter maintain (besides the Openings in the Viaduct for carrying the Railway first described in and authorized by this Act over the *Barnsley* Canal and *Dearne and Dove* Canal respectively) an Opening through the Embankment of that Railway at each of such Two Places respectively as the *Barnsley* Canal Company or the *Aire and Calder* Navigation Company and the Company shall within Nine Months after the passing of this Act agree on, or as failing their Agreement thereon shall be determined by Arbitration:

(F.) Provided that, except so far as the *Barnsley* Canal Company or the *Aire and Calder* Navigation Company shall otherwise agree, each of those Two Openings shall be not less than Fourteen Feet in clear Height throughout, and Twenty-six Feet in clear Width throughout:

(G.) Provided that neither of those Openings shall be made at a Point where the Embankment is more than Twenty Feet in Height, or so that the making, maintaining, or using of the same would require any Alteration of the Level or Inclination of the Railway:

(H.) Each of those Openings shall be proper and sufficient for the making, maintaining, and using of a Tramway through the same for affording Access to the *Barnsley* Canal in accordance with those Sections:

(I.) The *Barnsley* Canal Company, or the *Aire and Calder* Navigation Company, or the Owners or Workers of any Colliery entitled to the Benefit of those Sections respectively, (but only for the Purpose of having Access in accordance with those Sections to the *Barnsley* Canal,) from Time to Time at their own Expense may make and maintain so many Openings as they respectively think fit through any of the Embankments of the Railway first described in and authorized by this Act, and so many Bridges as they respectively

tively think fit over that Railway, but the Place at which any such Opening or Bridge is to be made shall, if not agreed on with the Company, be determined by Arbitration:

(K.) Except only so far as the Company otherwise agree, no such Opening shall be of more than Fourteen Feet in clear Height throughout, or of more than Twenty-six Feet in clear Width throughout:

(L.) Except only so far as the Company otherwise agree, every such Bridge shall be throughout of not less than Sixteen Feet in clear Height above the Surface of the Rails on the Railway, and shall have at least Three Spans each of at least Twenty-six Feet in clear Width throughout:

(M.) Every such Opening and Bridge and the Works connected therewith shall be made under the Superintendence and to the reasonable Satisfaction of the Company's Engineer, and in accordance with Plans, Sections, Working Drawings, and Specifications to be reasonably approved by him:

(N.) Every such Opening or Bridge shall be made, maintained, and used so as not to require any Alteration of the Level or Inclination of the Railway, and so as not to interfere with the Construction or User of the Railway, or the Safety of the Railway, or of the Traffic thereon:

(O.) Every such Opening or Bridge shall for ever after the making thereof be maintained and kept in good Repair at the Expense of the Party by whom it is made, or the Representatives of that Party:

(P.) If and when any such Opening or Bridge is in want of repair, the Company may require the Party liable in that Behalf under this Act to repair the same, and if the Party so liable be not known, or cannot on diligent Inquiry be found, or be absent beyond Seas, or be under any legal Incapacity or Disability, or being thereunto required fail within a reasonable Time (the Reasonableness thereof to be in case of Difference determined by Arbitration) to make or duly proceed with the required Repairs, then and in every such Case the Company may themselves make the required Repairs at the Expense of the Party so liable, and the Amount thereof shall be a Debt due from the Party so liable to the Company, and be recoverable accordingly; and in any Case of Emergency the Company may make the required Repairs without any such previous Notice, and recover the same as before mentioned:

(Q.) Where in the Execution of any of their Works the Company divert, interrupt, or interfere with the Passage of any Stream of Water to the *Barnsley* Canal, they shall restore the Water to the Course of the Stream above the *Barnsley* Canal, or execute other Works proper and sufficient for restoring the Flow of the Water into the *Barnsley* Canal:

(R.) The

(R.) The several Works to be executed by the Company in accordance with this Section shall be executed to the reasonable Satisfaction of the *Barnsley* Canal Company's Engineer, or in case of Difference to the Satisfaction of the single Arbitrator for the Purposes of this Section:

(S.) Every Difference between the Company on the one hand and the *Barnsley* Canal Company and the *Aire and Calder* Navigation Company, or either of them, or any Colliery Owners or Workers on the other hand, arising on this Section, or in any way relating to any of the Subject Matters thereof, as well as every other Matter (except the Compensation to be ascertained under "The Lands Clauses Consolidation Act, 1845,") which under this Section is to be settled by Arbitration, shall be referred to and determined by Arbitration under and in accordance with the "Railway Companies Arbitration Act, 1859," and in order thereto each of the *Barnsley* Canal Company and the *Aire and Calder* Navigation Company, and such Owners and Workers respectively, shall, for the Operation of that Act, be deemed to be a Railway Company:

(T.) Every such Reference shall be to a single Arbitrator, who, if not agreed upon between the Parties in difference within Fourteen Days after Request in that Behalf made in Writing by either of them to the other, shall be a competent and impartial Person, to be on the Application of both or either of them appointed by the Board of Trade.

For Protection of the Wakefield and Sheffield Road.

**35.** In carrying the Railway over the *Wakefield and Sheffield* Turnpike Road the Company shall be subject to the following Regulations and Restrictions:

1st. The Width of the Turnpike Road at the Point where the Railway is carried over the same shall not be less than Forty-five Feet measured at Right Angles with the Road, and the Level of such Road shall not be altered:

2nd. The Bridge by which the Railway is carried over such Turnpike Road shall have a Parapet or Fence on each Side thereof of not less Height than Six Feet:

3rd. A Screen or Fence shall be made by the Company on both Sides of the Railway of such Height and for such a Distance on each Side of the said Bridge as the Trustees of the Road shall reasonably require, to avoid Danger to the Passsengers on such Road in consequence of Horses being frightened by the Sight of the Engines or Carriages travelling upon the Railway; and such Screen or Fence shall be constructed to the reasonable Satisfaction of the Surveyor for the Time being of the Trustees of the said Road.

**36.** The

Communications with West Midland Railway to be made under the Direction of their Engineer.

**36.** The Communications between the Railway or Siding in the Parish of *Saint Martin* in the County of the City of *Worcester* hereby authorized and the *West Midland* Railway, and all such Interferences with the Works of the said *West Midland* Railway as may be necessary or convenient for effecting such Communications, shall be made under the Direction and Superintendence of the Engineer for the Time being of the *West Midland* Railway Company; and in case of any Difference arising as to the Mode of effecting the Communications, or either of them, the same shall be determined by a Referee to be appointed at the Cost of the Company by the Board of Trade on the Application of either Company.

Not to take Lands or interfere with Works of West Midland Company without Consent.

**37.** Excepting as is by this Act specially provided, nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to take or enter upon any of the Lands belonging to the *West Midland* Railway Company, or to alter, vary, or interfere with their Railway, or any of the Works thereof, further or otherwise than is necessary for the convenient Junctions and Communications between their said Railway and the Railway or Siding hereby authorized in the said Parish of *Saint Martin*, without the Consent in Writing of the *West Midland* Railway Company in every Instance for that Purpose first had and obtained.

As to Expense of Signals, Watchmen, &c.

**38.** The *West Midland* Railway Company may from Time to Time erect such Signals and Conveniences incident to the Junctions between the said Railway or Siding and the *West Midland* Railway, and appoint and remove such Watchmen, Switchmen, or other Persons, as may be necessary for the Prevention of Danger to or Interference with the Traffic at and near the said Junctions respectively; and the working and Management of such Signals and Conveniences, whether on the Land of the *West Midland* Railway Company or on Land of the Company, shall be under the exclusive Management and Regulation of the *West Midland* Railway Company; and all the Expenses of erecting and maintaining such Signals and Conveniences, and of the Wages of such Watchmen, Switchmen, and other Persons, and all incidental current Expenses, shall at the End of every Half Year be repaid by the Company, and in default of such Repayment the Amount of such Expenses and Wages may be recovered from the Company in any Court of competent Jurisdiction.

Saving the Rights of West Midland Company.

**39.** Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *West Midland* Railway Company otherwise than is herein expressly provided.

Not to take Lands in Saint Peter,

**40.** The Company shall not take or interfere with the Lands and Premises in the Parish of *Saint Peter*, *Derby*, in the County of *Derby*, numbered

Derby, without Consent.

numbered respectively on the said Plans 160, 164, and 165, or any of them, or any Part thereof, without the Consent in Writing of the *London and North-western* Railway Company for that Purpose first obtained.

Junction with Cromford and High Peak Railway.

**41.** The Junction of the Railway hereby authorized to terminate by a Junction with the *Cromford and High Peak* Railway (leased to the *London and North-western* Railway Company) shall be made by means of a Siding at such Place within the Limits of Deviation defined on the said Plans as the *London and North-western* Railway Company and the Company shall agree upon; and any Difference as to the Position or Construction of the said Junction shall, on the Application of either Company, be determined at the Cost of the Company by *Thomas Elliot Harrison*, failing whom by an Arbitrator to be appointed by the Board of Trade; and all Works required for effecting such Junction upon or affecting the Lands or Works of the *Cromford and High Peak* Railway Company shall be made according to Plans to be first approved by the Engineer for the Time being of the *London and North-western* Railway Company, and shall be executed under his Superintendence and Control at the Expense of the Company; and except as may be necessary for constructing and maintaining the Railway, and effecting and repairing such Junction in manner hereby authorized, the Company shall not take, enter upon, or use any of the Lands or Works of the *Cromford and High Peak* Railway Company, or interfere with the *Cromford and High Peak* Railway, without the Consent in Writing for that Purpose first obtained of the *London and North-western* Railway Company.

Company not to take Lands belonging to the London and North-western Railway Company near Northampton without Consent, except for Junction.

**42.** Nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to take or enter upon or use, either permanently or temporarily, any of the Lands or Works belonging to the *London and North-western* Railway Company in the Parish of *Hardingstone*, or to alter, vary, or interfere with the *Blisworth and Peterborough* Branch of the *London and North-western* Railway, or any of the Works thereof, further or otherwise than is necessary for the Construction and Maintenance of the Railway and Junction as hereby authorized between their said Branch Railway and the said Railway or Siding near *Northampton*, without the Consent in Writing in every Instance for that Purpose first had and obtained of the *London and North-western* Railway Company.

Mode of effecting Junction with the London and North-western Railway near Northampton.

**43.** The Communication between the Railway or Siding hereby authorized in the Parish of *Hardingstone* near *Northampton* with the *Blisworth and Peterborough* Branch of the *London and North-western* Railway, and all such Interferences with the Lands and Works of the said Railway as may be necessary for effecting such Communication, shall in the first instance be made at such Point and in such Manner in all

all respects as the respective Engineers for the Time being of the *London and North-western* Railway Company and of the Company shall agree; and any Difference arising as to the Point at which such Communication shall be made, and the Mode of effecting the same, shall, on the Application of either Company, be determined at the Cost of the Company by *Thomas Elliot Harrison*, failing whom by an Arbitrator to be appointed by the Board of Trade; and such Communication and the Works in connexion therewith shall hereafter be altered, repaired, and maintained in the Manner which the Engineer for the Time being of the *London and North-western* Railway Company shall from Time to Time require; and in case of any Difference arising as to the Mode of effecting such Alterations, Repairs, or Maintenance, the same shall be determined by a Referee to be appointed at the Cost of the Company by the Board of Trade on the Application of either Company.

Signals to be erected, &c. and Persons appointed by London and North-western Company at Points of Junction.

**44.** The *London and North-western* Railway Company may from Time to Time erect, maintain, and alter such Signals and Conveniences incident to the Junctions with the *Cromford and High Peak* Railway and the Railway or Siding near *Northampton*, and appoint and remove such Watchmen, Switchmen, or other Persons, as they may deem necessary for the Prevention of Danger to, Detention of, or Interference with the Traffic at or near the said Junctions; and the working and Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen, and other Persons, whether on the Land of the said *London and North-western* Railway Company, or of the *Cromford and High Peak* Railway Company, or on the Land of the Company, shall belong exclusively to the *London and North-western* Railway Company; and all the Expenses during each Half Year of erecting, altering, repairing, and maintaining such Signals, Works, and Conveniences, and of the Wages of such Watchmen, Pointsmen, and other Persons, and all incidental current Expenses, shall at the End of every Half Year be repaid by the Company to the *London and North-western* Railway Company, and in default of such Repayment the Amount of such Expenses and Wages may be recovered from the Company in any Court of competent Jurisdiction.

Saving Rights of the London and North-western and Cromford and High Peak Companies.

**45.** Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *London and North-western* Railway Company or of the *Cromford and High Peak* Railway Company otherwise than is herein expressly provided.

Company to abandon Portions of authorized

**46.** The Company shall abandon the Construction of so much of the authorized Line of the Railway from *Ashchurch* to *Evesham*, being the Railway fifthly described in and authorized by "The *Midland* Railway (New

Railways from Ashchurch to Evesham.

(New Lines) Act, 1861," as is situate between the Point in the Parish of *Ashchurch* in the County of *Gloucester* where the Alteration of or Deviation in the Line of that Railway by this Act authorized is intended to commence, and the authorized Junction of the said Deviation Line with the *Midland* Railway in the said Parish of *Ashchurch;* and the Company shall also abandon the Construction of the Railway in "The *Midland* Railway (New Lines) Act, 1861," sixthly mentioned, and therein described as a short diverging Line of Railway to commence from and out of and by a Junction with the Main Line of the *Midland* Railway between *Ashchurch* and *Worcester* near the Point where the intended Railway last therein-before described would diverge from such Main Line, and to terminate by a Junction with the *Ashchurch and Tewkesbury* Branch of the *Midland* Railway near to the Point of Junction of such Branch Railway with the said Main Line in the Parish of *Ashchurch;* and upon the passing of this Act all the Powers, Authorities, Privileges, Obligations, and Liabilities granted to or imposed upon the Company by the last-mentioned Act in reference to the said Railway and Portion of Railway respectively shall, except as herein-after provided, cease to be operative.

Extending certain Provisions of 24 & 25 Vict. c. lvii. to Ashchurch and Evesham Line as altered.

**47.** The Sections Fifty-six to Fifty-eight, both inclusive, of "The *Midland* Railway (New Lines) Act, 1861," shall apply to the Railway in that Act fifthly described as altered by this Act, and to the Railway by this Act authorized to be made from the *Ashchurch and Tewkesbury* Branch of the *Midland* Railway in the Parish of *Evesham* to join the Alteration or Deviation by this Act authorized of the Railway from *Ashchurch* to *Evesham* in the same Parish, in the same Manner and to the same Extent in all respects as they would have applied to the Railways in the said Act fifthly and sixthly described if this Act had not been passed, and those respective Railways had been constructed and opened for Traffic.

Repeal of Provisions of Tewkesbury and Malvern Railway Acts as to Construction of a Portion of Railway.

**48.** From and after the passing of this Act so much of "The *Tewkesbury and Malvern* Railway Act, 1860," and "The *Tewkesbury and Malvern* Railway Act, 1862," or either of them, as empowers or requires the *Tewkesbury and Malvern* Railway Company to construct so much of the Line of Railway by the said Acts or either of them authorized or sanctioned as will be rendered unnecessary by reason of the Construction of the Railway by this Act authorized, and herein described as intended to commence by a Junction with the *Ashchurch and Tewkesbury* Branch of the *Midland* Railway at or near a Point in the Parish of *Tewkesbury* near to the Boundary between the Parishes of *Ashchurch* and *Tewkesbury*, and to terminate by a Junction with the Railway from *Tewkesbury* to *Malvern* authorized by the said Acts, or either of them, in the Parish of *Tewkesbury*, shall be and the same is hereby repealed, and thereupon all the Powers, Authorities, Privileges, Obligations, and Liabilities granted to

to or imposed upon the *Tewkesbury and Malvern* Railway Company by the said Acts, or either of them, in relation to the said Portion of Railway shall cease to be operative: Provided, that the Railway by this Act authorized to commence by a Junction with the *Ashchurch and Tewkesbury* Branch of the *Midland* Railway in the Parish of *Tewkesbury*, and to terminate by a Junction with the authorized *Tewkesbury and Malvern* Railway in the same Parish, shall, with reference to the Seventy-second and Seventy-third Sections of "The *Tewkesbury and Malvern* Railway Act, 1860," be considered as forming Part of the *Tewkesbury* Branch of the *Midland* Railway as if the said Railway had at the Time of the passing of that Act formed Part of that Branch Railway.

Compensation to be made where Contracts have been entered into or Notices given.

**49.** In any Case where before the passing of this Act any Contract has been entered into or Notice given either by the Company for purchasing or using any Lands which the Company were empowered to purchase for the Purpose of constructing the Portions of the authorized Railway from *Ashchurch* to *Evesham* so to be abandoned by them as aforesaid, or by the *Tewkesbury and Malvern* Railway Company for purchasing or using any Lands which that Company were empowered to purchase for the Purpose of constructing the Portion of the *Tewkesbury and Malvern* Railway, the Powers for the Construction of which are by this Act repealed, the Company or, as the Case may be, the *Tewkesbury and Malvern* Railway Company shall make to the Owners or Occupiers of and other Parties interested in such respective Lands full Compensation for all Injury or Damage sustained by such Owners, Occupiers, and other Parties by reason of such respective Purchase not being completed pursuant to such respective Contract or Notice; and the Amount and Application of such Compensation shall be determined in the Manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of the Compensation to be paid for Lands taken under the Provisions thereof: Provided, that neither the Authority hereby given for abandoning the said Portions of the authorized Railway from *Ashchurch* to *Evesham*, nor the Repeal by this Act of the Powers for the Construction of the before-mentioned Portion of the *Tewkesbury and Malvern* Railway, shall prejudice or affect the Right of the Owner or Occupier of any Lands which the Company or, as the Case may be, the *Tewkesbury and Malvern* Railway Company were so empowered to purchase as aforesaid to receive from the Company or, as the Case may be, from the *Tewkesbury and Malvern* Railway Company Compensation for any Damage that may have been occasioned by the Entry of the Company or, as the Case may be, of the *Tewkesbury and Malvern* Railway Company upon such Lands for the Purpose of surveying or taking Levels, and of probing or boring to ascertain the Nature of the Soil, or of setting out the Line of the Railway pursuant to the Provisions for that Purpose in "The Lands Clauses Consolidation Act, 1845," contained.

The Company to repay to the Tewkesbury and Malvern Company Expenses incurred up to the passing of the Act in relation to the Portion of their Railway to be abandoned, &c.

**50.** The Company shall forthwith repay to the *Tewkesbury and Malvern* Railway Company all such Monies as that Company may at any Time before the Twentieth Day of *May* One thousand eight hundred and sixty-three have paid or expended in and about the acquiring of Land, whether permanently or for temporary Purposes, for the Construction of the said Portion of their Railway, or in and about the constructing or preparing to construct the same or any Part thereof, and shall take upon themselves and satisfy or shall indemnify that Company against all Liabilities lawfully incurred by them upon Contracts or otherwise in relation to the acquiring of such Lands or the Construction of such Works, and existing at the Time last above mentioned; and if any Question shall arise as to the Monies to be so repaid or the Liabilities to be so satisfied or indemnified against, every such Question shall be referred to and determined by Arbitration in the Manner provided by the "Railway Companies Arbitration Act, 1859."

The Arrangements scheduled to 23 & 24 Vict. c. lxxii. to apply to the shortened Line, and this Act not to affect the Rights, &c. of the Tewkesbury and Malvern Company.

**51.** The Heads of Arrangement which are set forth in the Schedule to "The *Tewkesbury and Malvern* Railway Act, 1860," and which by that Act are confirmed, shall be applicable and apply to the *Tewkesbury and Malvern* Railway as abridged by the Operation of this Act; and, save as herein expressly provided, nothing in this Act shall alter or affect the Rights, Powers, or Obligations conferred or imposed upon the *Tewkesbury and Malvern* Railway Company by "The *Tewkesbury and Malvern* Railway Act, 1860," or "The *Tewkesbury and Malvern* Railway Act, 1862," which Acts respectively shall be read and take effect as if the Railway so abridged were the Railway thereby authorized.

As to Sale of superfluous Lands.

**52.** The Period limited for the Sale of superfluous Lands held by the Company is hereby, as regards the Lands in the Parish of *Skipton* and in the Township of *Shipley* in the Parish of *Bradford* in the West Riding of the County of *York*, respectively extended for Ten Years from and after the passing of this Act; and it shall be lawful for the Company to hold for such additional Period any Lands acquired by them in the said Parish and Township respectively; and the Company shall, within Ten Years from the passing of this Act, sell and dispose of all the Lands in the said Parish and Township respectively which have been acquired by them for any of their Undertakings or for any of the Purposes of the Company, and which are not required for any of the Undertakings or Purposes of the Company.

Further Provisions as to Shrub's Hill Station, Worcester.

**53.** The *West Midland* Railway Company, in part Consideration for the Payments to be made to them by the Company under the Provisions of the Act of Eighth and Ninth *Victoria*, Chapter One hundred and eighty-four, shall from Time to Time set apart for the Use of the Company at the *Shrub's Hill* Station at *Worcester*, on the *Oxford, Worcester,*

*and*

*and Wolverhampton* Line of the *West Midland* Railway, sufficient Accommodation for the booking and Reception by the Company of Passengers, and the booking, receiving, delivering, and forwarding by them of Goods; and the Company may from Time to Time appoint all such booking Clerks, Porters, and Servants at the said Station as they shall deem necessary, and the *West Midland* Railway Company shall from Time to Time provide sufficient Accommodation for such booking Clerks, Porters, and Servants: Provided, that if any Dispute shall arise between the Company and the *West Midland* Railway Company with reference to the Extent or Nature of the Accommodation to be afforded to the Company at the said Station under this Act for the Purposes aforesaid, the same shall be settled by Arbitration in the Manner provided by "The Railway Companies Arbitration Act, 1859:" Provided also, that nothing herein contained shall in any way abridge any Rights, Powers, or Privileges granted or secured to the Company under the Provisions of the said Act.

Power to agree for Transfer of Redditch Railway to Company.

**54.** The *Redditch* Company and the Company may, with the Consent of Three Fifths of the Votes of the Shareholders in those respective Companies present, personally or by proxy, at Meetings of those Companies specially convened for the Purpose, agree for a Transfer to the Company, for such Consideration and upon such Terms and Conditions as may be mutually agreed upon, of the Undertaking, Railway, Property, and Effects vested in or belonging to the *Redditch* Company, or which they are authorized to make, or any Parts thereof, and either before or after the Completion thereof, and of all the Powers, Rights, Privileges, and Authorities of the *Redditch* Company with respect to the same; and every such Agreement when so approved may and shall be carried into effect.

Agreement with Shareholders and Creditors of Redditch Company as to Compensation.

**55.** The Company by Agreement with the *Redditch* Company, or with the Shareholders, Mortgagees, Bondholders, and other Creditors of the *Redditch* Company, or any of them, from Time to Time may allot and issue to them respectively, in satisfaction wholly or in part of their respective Shares of or Interest in the Consideration payable in respect of such Transfer by the Company to the *Redditch* Company, Stock or Shares of the Company to an Extent not exceeding in the aggregate the Amount agreed upon as the Consideration for such Transfer.

Limiting Amount of Money to be raised for the Acquisition of the Redditch Railway.

**56.** The Company shall not, for the Acquisition as by this Act authorized of the *Redditch* Railway, raise any greater Amount of Capital than the Amount of Capital which the *Redditch* Company at the Time of such Acquisition may be authorized to raise.

Transfer to Company.

**57.** At the Time agreed on for the Transfer to take effect the Premises agreed to be transferred shall, according to the Terms, Conditions, and Intent of the Agreement for the Transfer, be transferred to and

and vested in the Company, and such Transfer shall be evidenced by a Deed under the Seal of the *Redditch* Company in which the Consideration for the Transfer shall be fully and truly stated and set forth, and such Deed shall be duly stamped with the full and proper *ad valorem* Stamp Duty in respect of the Consideration thereof.

As to transferred Premises vested in Company.

**58.** The transferred Premises vested in the Company shall be comprised in the Undertaking of the Company.

Acts relating to transferred Premises to apply to Company.

**59.** From and after the Transfer to the Company the recited Acts relating to the *Redditch* Company with respect to the transferred Premises, and the Maintenance, Management, Regulation, Working, Use, and Enjoyment of the same, and the Traffic on and at the same, and the Tolls, Fares, Rates, and Charges to be demanded and taken for and in respect of the same, shall (subject to the Provisions of this Act) apply with respect to the same to the Company, and to their Directors, Officers, and Servants, and shall be construed and have effect accordingly.

Powers and Duties of Redditch Company as to transferred Premises to be had and performed by Company.

**60.** From and after the Transfer to the Company all the Powers, Authorities, Duties, Liabilities, Obligations, and Indemnities of the *Redditch* Company, and their Directors, Officers, and Servants, with respect to the Maintenance, Management, Regulation, Working, User, and Enjoyment of the transferred Premises, and the Traffic on and at the same, and the Tolls, Fares, Rates, and Charges to be demanded and taken for and in respect of the same, shall apply to, and may and shall be had, exercised, performed, observed, and enjoyed by, the Company, and their Directors, Officers, and Servants, in like Manner and to the like Extent as the same might be had, exercised, performed, observed, and enjoyed by the *Redditch* Company, and their Directors, Officers, and Servants, if the Transfer were not effected; and all the Clauses, Provisions, Restrictions, Penalties, and Indemnities of the said recited Acts relating to the *Redditch* Company with respect to those Matters shall extend and apply accordingly to the Company, and their Directors, Officers, and Servants respectively.

Company to indemnify Redditch Company against those Duties.

**61.** From and after the Transfer the Company shall indemnify the *Redditch* Company from the Performance and Observance of all those Duties, Liabilities, and Obligations, and all Claims and Demands with respect to the same, and all Costs, Losses, Damages, Claims, Expenses, and Demands whatsoever arising from any Default by the Company, or their Directors, Officers, or Servants, in the Performance or Observance of any such Duty, Liability, or Obligation.

Redditch Company to wind up their Affairs.

**62.** Forthwith after the Transfer of the *Redditch* Railway to the Company the *Redditch* Company shall proceed to wind up their Affairs, and in order thereto may sell and convey or otherwise dispose of all such

such Parts (if any) of their Lands, Property, and Effects as are not under the Deed of Transfer vested in the Company; and, subject to the Payment, Satisfaction, or Discharge of all the Debts, Liabilities, and Engagements (if any) of the *Redditch* Company not paid, satisfied, or discharged by the Company, the *Redditch* Company shall distribute and pay their net Monies to and among the several Persons who at the Time of the Transfer are the registered Shareholders of the *Redditch* Company in proportion to their respective Shares of the Capital of the *Redditch* Company, or their respective Executors, Administrators, Successors, or Assigns.

Payment into Court by Redditch Company.

**63.** Provided always, That where the *Redditch* Company are for Twelve Months after the Period for the Distribution of their net Monies unable after diligent Inquiry to ascertain the Person to whom any Part thereof ought to be paid, the *Redditch* Company may pay the same into the Court of Chancery under any Act from Time to Time in force for the Relief of Trustees, and every such Payment into Court shall conclusively discharge the *Redditch* Company from all further Liability with respect to the net Monies so paid, and for the Purposes of this Act shall be deemed Payment thereof to a Person absolutely entitled thereto, and any Person afterwards showing to the Satisfaction of the Court that he is entitled thereto may obtain Payment thereof out of Court accordingly.

Dissolution of Redditch Company.

**64.** When all the Debts and Liabilities of the *Redditch* Company are paid, satisfied, or discharged, and their net Monies are distributed in accordance with this Act, and their Affairs are wound up, the *Redditch* Company shall be dissolved and wholly cease to exist.

General Saving of Rights under Redditch Company's Acts.

**65.** Notwithstanding the Transfer of the Railway and Property of the *Redditch* Company to the Company, and the Dissolution of the *Redditch* Company, and except only as is by this Act otherwise expressly provided, everything before the Transfer done, suffered, and confirmed respectively under or by the recited Acts relating to the *Redditch* Company shall be as valid as if the Transfer and Dissolution had not happened; and the Transfer and Dissolution and this Act respectively shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if the Transfer and Dissolution had not happened, would be incident to or consequent on any and every thing so done, suffered, and confirmed respectively; and with respect to all such Things so done, suffered, and confirmed respectively, and all such Rights, Liabilities, Claims, and Demands, the Company shall to all Intents represent the *Redditch* Company: Provided always, that the Generality of this Provision shall not be restricted by any other of the Sections and Provisions of this Act.

Provisions of recited Acts continued.

**66.** Notwithstanding the Transfer and Dissolution, all the Provisions of the recited Acts relating to the *Redditch* Company, and their Directors, Officers, and Servants respectively, and at the Time of the Transfer in force, shall be of the like Force as if the Transfer and Dissolution had not happened, and may be exercised, enforced, and enjoyed by and against the Company, and their Directors, Officers, and Servants, in as full and beneficial a Manner to all Intents as the same respectively might be exercised, enforced, and enjoyed by and against the *Redditch* Company, and their Directors, Officers, and Servants respectively, if this Act were not passed.

Conveyances, &c. to remain valid.

**67.** Notwithstanding the Transfer and Dissolution, all Conveyances, Leases, Deeds, Appointments, Awards, Contracts, Agreements, Mortgages, Bonds, Covenants, Securities, and other Instruments made or entered into with respect to the transferred Premises before the Transfer to, with, by, or on behalf of the *Redditch* Company, or any Person on their Behalf, shall be and remain valid and effectual for, against, and with respect to the Company, and may be proceeded on and enforced accordingly.

Actions not to abate.

**68.** Notwithstanding the Transfer and Dissolution, any Action, Suit, Prosecution, or other Proceeding commenced, either by or against the *Redditch* Company, with respect to the transferred Premises before the Transfer, shall not abate or be discontinued or prejudicially affected by this Act, but on the contrary shall continue and take effect, both in favour of and against the Company in like Manner to all Intents as if this Act were not passed, save only that the Company shall be substituted therein for the *Redditch* Company.

Deposited Plans, &c. to remain with Clerk of Peace.

**69.** Notwithstanding the Transfer and Dissolution, all Plans and Books of Reference, and all Corrections and Certificates of Correction thereof, respectively deposited for the Purposes of the recited Acts relating to the *Redditch* Company with any Clerk of the Peace, shall remain in his Custody as if they were deposited for the Purposes of this Act, and according to the Provisions of the Act of the Session of the Seventh Year of King *William* the Fourth and the First Year of Her present Majesty, Chapter Eighty-three; and every such Clerk of the Peace shall accordingly permit the same to be inspected, and Copies thereof and Extracts therefrom to be taken.

Money paid into Bank, &c. to be applied under Acts relating to Redditch Company.

**70.** Notwithstanding the Transfer and Dissolution, in every Case in which under any Acts relating to the *Redditch* Company or either of them any Money was before the Transfer paid by the *Redditch* Company into the Bank of *England*, or to any Trustee or Trustees, as Purchase or Compensation Money, or on any Account, the Money, or the Stocks, Funds,

Funds, or Securities in or upon which the same is from Time to Time, by the Order of the Court of Chancery or otherwise, invested, and the Interest, Dividends, and annual Produce thereof, shall after the Transfer be applied and disposed of pursuant to such Act: Provided always, that the Obligations under such Act of the *Redditch* Company with respect to Money, Stocks, Funds, and Securities shall after the Transfer be performed and observed by the Company.

Byelaws continued.

**71.** For the Period of Six Months from and notwithstanding the Transfer all Byelaws of the *Redditch* Company made before the Transfer with respect to the Premises transferred shall, for the Purposes of this Act with respect to those Premises, and unless previously repealed or altered by the Company, continue in full Force as if this Act were not passed, and the Byelaws may be enforced, and all Proceedings thereon may be continued or taken, and all Penalties thereunder may be recovered accordingly.

Books, &c. continued Evidence.

**72.** Notwithstanding the Transfer and Dissolution, all Documents, Books, and Writings by any Act relating to the *Redditch* Company directed or authorized to be kept, and which, if the Transfer and Dissolution had not happened, would be receivable in Evidence, shall be admitted as Evidence in all Courts of Law and Equity and elsewhere accordingly.

Rights as to Tolls on Railway transferred to Company.

**73.** From and after the Transfer, and subject to the Provisions of the recited Acts relating to the *Redditch* Company and applicable in that Behalf, the Company may demand and take for the Use of the transferred Railway, and for all Passengers, Animals, and Things conveyed on or using the same, and for Carriages, Waggons, and Trucks respectively conveying the same, and for Locomotive Engines or other Power, and for all Services performed by the Company in respect of the Traffic, and for all other Matters with respect of Traffic on and at the same, a like Amount of Tolls, Fares, Rates, and other Charges as by the said recited Acts are authorized to be demanded and taken.

Subject to Limitations as to maximum Charges.

**74.** Provided always, That the maximum Charges to be made by the Company with respect to the Tolls, Fares, Rates, and Charges for the Use of the transferred Railway or any Part thereof, and for Carriages, Waggons, and Trucks, and for Locomotive Engines or other Power, and every Expense incidental to the Conveyance of their Traffic on and at the same, shall not, in any Case to which the Limitation of maximum Charges is applicable, exceed the Sums in that Behalf limited by the recited Acts relating to the *Redditch* Company.

As to Tolls for short Distances in

**75.** After the Transfer of the *Redditch* Railway, that Railway and the *Midland* Railway shall, for the Purposes of Tolls and Charges, be considered

respect to Redditch Railway.

considered as One Railway; and in estimating the Amount of Tolls and Charges in respect of Traffic conveyed partly on the *Redditch* Railway and partly on the *Midland* Railway for a less Distance than Five Miles, Tolls and Charges may only be charged as for Five Miles, and for each Fraction of a Mile beyond Five Miles Tolls and Charges as for One Mile only shall be charged, and no other Short Distance Charge shall be made for the Conveyance of Passengers, Animals, and Goods, or other Matters conveyed partly on the *Redditch* Railway and partly on the *Midland* Railway.

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

**76.** 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."

Power to create new Capital by new Shares.

**77.** The Company may raise for the Purposes of this Act by the Creation and Issue of new Shares such Amount of Capital as they think fit, not exceeding Two hundred and twenty-five thousand Pounds.

As to Amount and Issue of new Shares.

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

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.

Privileges may be attached to new Shares.

**79.** The Company may from Time to Time, with the Sanction of Three Fifths at least of the Votes of the Shareholders present, in person or by proxy, at any Meeting of the Company specially convened for the Purpose, attach to all or any new Shares or any Class of new Shares created under the Powers of this Act any preferential, fixed, fluctuating, contingent, perpetual, or terminable Dividend (not exceeding Five Pounds *per Centum per Annum*), and such other Privileges, as the Company think fit, and also (if the Company so think fit) any total or partial, permanent or temporary, Restrictions of the Rights of voting and other Qualifications of the Holders thereof: Provided, that all Shares of the same Class 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): Provided also, that if in any Year ending the Thirty-first Day of *December* there shall not be Profits available for the Payment of the full Amount of such preferential or other Dividend for that Year, no Part of the Deficiency shall be made good out of the Profits of any subsequent Year, or out of any other Funds of the Company.

Terms and Conditions on which Preference Shares issued to be stated on Certificates.

**80.** The Terms and Conditions on which any Preference Shares created under this Act are subjected by the Provisions of this Act shall be clearly stated on the Certificate of every such Preference Share.

New Shares, how to be offered to existing Shareholders.

**81.** All such new Shares shall be offered to the then Holders of Shares or Stock in the Company (other than and except as aforesaid) by Circular given to or sent by Post addressed to each such Shareholder according to his Address in the Books of the Company, or left at his usual or last known Place of Abode, and every such Offer made by Letter sent by Post shall be considered as made on the Day on which such Letter in the ordinary Course of Delivery ought to reach the Place to which it is addressed.

Vesting or other Disposition of new Shares.

**82.** Such last-mentioned new Shares 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 or unallotted may be dis-

**83.** 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, or if after the Apportionment as by this Act provided of the new

posed of by Company.

Shares among the existing Shareholders there be any Surplus remaining unallotted, then and in either of such Cases 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.

Power to enlarge Time for accepting new Shares.

**84.** Where any Shareholder, from Absence abroad or other Cause satisfactory to the Directors, omits to signify within the Time by this Act limited his Acceptance of the new Shares offered to him, the Directors, if they think proper, but not otherwise, may permit him to accept the same notwithstanding the Time has elapsed.

If existing Shares, &c. not at a Premium, new Shares may be issued as Company think fit.

**85.** If at the Time of the Creation of new Shares under this Act the existing Shares or Stock of the Company (other than and except Shares or Stock to which any fixed, guaranteed, or preferential Dividend or other special Advantages shall have been assigned) be not at a Premium, then such new Shares may be of such Amount and may be issued in such Manner as the Company shall think fit, provided that the total Sums to be ultimately paid in respect of such Shares shall not be less than the nominal Amount of such Shares.

Qualification of new Shares.

**86.** 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 Advantages shall be assigned.

Power to raise Capital under any other Act of this Session and this Act by new Shares of One Class.

**87.** 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.

Saving Rights of existing Preference Shareholders.

**88.** This Act or anything therein contained shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any other Shares or Stock which shall have been granted by the Company in pursuance of or which may have been confirmed by any previous Act

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.

Calls.

**89.** Twenty-five *per Centum* on the Amount of every new Share shall be the greatest Amount of any One Call which the Directors may make on or in respect of any of the new Shares, and Two Months at the least shall be the Interval between successive Calls, and the aggregate Amount of Calls on any Share in any One Year shall not exceed Four Fifths of the Amount of such Share.

Power to borrow on Mortgage.

**90.** After Shares for the whole of the Sum by this Act authorized to be raised by Shares shall have been taken, and One Half of such Sum shall have been paid up, and the Company shall 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 the Creation of new Shares are *bonâ fide* held by Persons or their Assigns, and for which such Persons or their Assigns are legally liable, the Directors of the Company may borrow on Mortgage such Sums of Money as shall from Time to Time be authorized to be borrowed by an Order of any General or Special General Meeting of the Company, not exceeding in the whole the Sum of Seventy-five thousand Pounds, in addition to the Sums which they are or may be authorized to borrow by any other Act or Acts of Parliament.

Former Mortgages to have Priority.

**91.** All Mortgages or Bonds granted under the Authority of any former Act relating to the Company, and which shall be in force at the Time of the passing of this Act, shall during the Continuance thereof have Priority over any Mortgages to be granted by virtue of this Act.

Application of Monies.

**92.** All and every Part of the Money to be raised under this Act, whether by Shares or borrowing, shall be applied to the Purposes of this Act, and to no other Purpose.

Company may apply Corporate Funds to Purposes of Act.

**93.** 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 applicable.

Interest not to be paid on Calls paid up.

**94.** The Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls in respect of Shares, pay to any Shareholder Interest or Dividend on the Amount of the Calls made in respect of the Shares held by him: Provided always,

always, that the Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions of "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

**95.** The Company shall not, out of any Money by this Act or any other Act authorized to be raised by the Company, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament from Time to Time 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 make any other Railway, or execute any other Work or Undertaking.

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

**96.** Nothing in this Act contained shall exempt the Railways from the Provisions of any General Act relating to Railways, or to 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 and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or of the Rates for small Parcels, in respect of the Railways by this Act authorized.

Expenses of Act.

**97.** All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

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