ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

****

Cap. ccxlv.

An Act for enabling the *Midland* Railway Company to construct new Railways and Works, and to acquire additional Lands; and for other Purposes. [25th *July* 1864.]

WHEREAS it is expedient that the *Midland* Railway Company (in this Act called "the Company") should be empowered to construct the Railways herein-after mentioned; (that is to say,)

A Railway to commence in the Parish of *Normanton* in the County of *Derby* by a Junction with the *Midland* Railway, and to terminate in the Parish of *Breedon-on-the-Hill* in the County of *Leicester* by a Junction with a certain Railway and Tramway belonging to the Company leading from *Cloud Hill* Limeworks to *Ashby-de-la-Zouch*:

A Railway situate wholly in the said Parish of *Normanton*, to commence by a Junction with the *Midland* Railway, and to terminate by a Junction with the first herein-before described intended Railway:

A Railway situate wholly in the Parish of *Wath-upon-Dearne* in the West Riding of the County of *York*, to commence by a

Junction with the *Midland* Railway, and to terminate at the Northern End of the *Swinton* Ironworks:

A Railway to commence in the Parish of *Teversall* in the County of *Nottingham* by a Junction with the *Tibshelf and Teversall* Branch, now in course of Construction, of the *Midland* Railway, and to terminate in the Parish of *Sutton-in-Ashfield* in the same County, on the South Side of the River *Meden*:

A Railway situate wholly in the Parish of *Burton-upon-Trent* in the County of *Stafford*, to commence by a Junction with the *Midland* Railway, and to terminate on the North Side of *Station Street*:

And whereas it is expedient that the Company should be empowered to make certain Alterations of or Deviations in the Line and Levels of the Railway from *London* to *Bedford* first described in and authorized by "The *Midland* Railway (Extension to *London*) Act, 1863," (herein-after called "the *London* Extension Main Line"), and also to make a new Line of Railway to commence in the Parish of *Saint Peter* in the County of *Hertford*, and to terminate in the Parish of *Saint Stephen* in the same County by a Junction with the *London and North-western* Railway, in substitution for the Railway secondly described in and authorized by the said Act: And whereas it is also expedient that the Company should be empowered to make an Alteration of or Deviation in the Line of the Railway from *Cudworth* to *Barnsley*, being the Railway first described in and authorized by "The *Midland* Railway (New Lines and Additional Powers) Act, 1863," and herein-after called "the *Barnsley* Branch:" And whereas it is also expedient that the Company should be empowered to make a Road commencing in the Parish of *Ilkeston* in the County of *Derby*, in *Bath Street* in *Ilkeston* where the same Street is joined by *New Street*, and to terminate in the Parish of *Cossall* in the County of *Nottingham* South of the *Ilkeston* Junction Station of the Company on their Railway leading from the *Trent* Station to *Clay Cross*: 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; (that is to say,)

26 & 27 Vict. c. lxxiv.

26 & 27 Vict. c. clxxxiii.

Certain Lands and Houses in the Parish of *Cossall* in the County of *Nottingham*, near to the *Ilkeston* Junction Station of the *Midland* Railway, on the Western Side of the *Midland* Railway leading from *Trent* Station to *Clay Cross*, and extending in a Northerly Direction to the *Ilkeston* Branch of the *Midland* Railway, in a Westerly Direction to the River *Erewash*, and in a Southerly Direction to a Road or Footway leading from *Ilkeston* to *Cossall* which crosses the *Midland* Railway on a Level:

Certain

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Certain Lands and Houses in the Parish of *Selston* in the County of *Nottingham*, adjoining and on the Eastern and Western Sides of the *Midland* Railway at and near the *Pye Bridge* Station, and abutting on the Southern Side of the Road leading from *Nottingham* to *Alfreton*:

Certain Lands and Houses in the Township of *Bordesley* in the Parish of *Aston-juxta-Birmingham* in the County of *Warwick*, lying on the South-west Side of and adjoining the Goods Station of the Company at *Camp Hill*, bounded on the West by *Moseley Road* and on the South by a Road leading from the *Moseley Road* in the Direction of the *Stratford Road*:

Certain Lands and Houses in the Parish of *Saint Pancras* in the County of *Middlesex* adjoining the Back of *Francis Terrace* and *Fitzroy Place* in the *Kentish Town Road*, the *Hampstead Junction* Railway, and an open Sewer called the *Fleet River*, and certain other Lands and Houses in the said Parish of *Saint Pancras* adjoining *Dale Road*, the Back of Houses in *Carlton Road*, the *Hampstead Junction* Railway, and Land and Houses belonging to the Church Trustees of *Saint Pancras* and *William Holmes* Esquire, including a certain Road or public Footpath in the said Parish of *Saint Pancras* called *Carker's Lane*, between the Mews at the Back of *Francis Terrace*, *Kentish Town Road*, and *Dale Road*:

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 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, 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,)

1. This Act may be cited for all Purposes as "The *Midland* Railway (New Lines and Additional Powers) Act, 1864." Short Title.

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," and also Part I. (relating to 8 & 9 Vict. cc. 18. & 20., 23 & 24 Vict. c. 106., and

26 & 27 Vict. cc. 92. & 118. incorporated.

to the Construction of a Railway) of "The Railways Clauses Act, 1863," and Part II. (relating to Additional Capital) of "The Companies Clauses Act, 1863," so far as the Provisions of the same respectively are applicable to the Purposes of and are not altered or varied by 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.

As to the Term "Parish Clerks."

5. In construing in connexion with this Act and with "The *Midland* Railway (Extension to *London*) Act, 1863," "The Railways Clauses Consolidation Act, 1845," the Term "Parish Clerks" in that Act, as regards those Parishes in which by the Standing Orders of each House of Parliament Plans, Sections, and other Documents are now required to be deposited with the Vestry Clerk of the Parish or with the Clerk of the District Board of Works for the District in which the Parish is included, shall be held to mean in the First Case the Vestry Clerks of those Parishes, and in the Second Case the Clerks of those District Boards.

Power to take Lands.

6. 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 all or any of the Lands defined on the respective Plans and described in the respective Books of Reference deposited as herein-before mentioned: Provided always, that as regards the Lands numbered on the deposited Plans 7, 8, 9, and 10 in the Parish of *Cossall*, the Company shall not purchase, take, or use for the Purposes of their Railway or Works connected therewith a greater Quantity of such Land than One Chain in Width, measuring at Right Angles from the Fence of the Railway, throughout the whole Extent thereof, without the Consent in Writing of the Owner for the Time being of such Lands.

Power to make Railways, &c. according to

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,

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 other Works following, with all proper Stations, Works, and Conveniences connected therewith; (that is to say,) deposited Plans.

A Railway to commence in the Parish of *Normanton* in the County of *Derby* by a Junction with the *Midland* Railway, and to terminate in the Parish of *Breedon-on-the-Hill* in the County of *Leicester* by a Junction with a certain Railway and Tramway belonging to the Company leading from *Cloud Hill* Limeworks to *Ashby-de-la-Zouch*:

A Railway situate wholly in the said Parish of *Normanton*, to commence by a Junction with the *Midland* Railway and to terminate by a Junction with the first herein-before described intended Railway:

A Railway situate wholly in the Parish of *Wath-upon-Dearne* in the West Riding of the County of *York*, to commence by a Junction with the *Midland* Railway and to terminate at the Northern End of the *Swinton* Ironworks:

A Railway to commence in the Parish of *Teversall* in the County of *Nottingham* by a Junction with the *Tibshelf and Teversall* Branch, now in course of Construction, of the *Midland* Railway, and to terminate in the Parish of *Sutton-in-Ashfield* in the same County on the South Side of the River *Meden*:

A Railway situate wholly in the Parish of *Burton-upon-Trent* in the County of *Stafford*, to commence by a Junction with the *Midland* Railway and to terminate on the North Side of *Station Street*:

An Alteration of the Levels of the *London* Extension Main Line, to commence in the Parish of *Saint Pancras* in the County of *Middlesex* at or near the *Kentish Town Road*, numbered on the Plans referred to in "The *Midland* Railway (Extension to *London*) Act, 1863," 1,200 in the Parish of *Saint Pancras*, and to terminate in the Parish of *Saint John, Hampstead*, in the same County at or near the Point marked on the said Plans as denoting Four Miles and Seven Furlongs, and in or near the Field numbered on the said Plans 114 in the Parish of *Saint John, Hampstead*:

An Alteration or Deviation in the Line and Levels of the *London* Extension Main Line, to commence in the Parish of *Saint Peter* in the County of *Hertford* at or near the Point marked on the said Plans relating to that Railway as denoting Eighteen Miles and Three Furlongs, and in or near the Field numbered on the said Plans 13 in the Parish of *Saint Peter*, and to terminate in the Parish of *Sandridge* in the same County by a Junction with the

the *London* Extension Main Line, at or near the Point marked on the said Plans as denoting Twenty Miles and Seven Furlongs, and in or near the Field numbered on the said Plans 15 in the said Parish of *Sandridge*:

An Alteration or Deviation in the Line and Levels of the *London* Extension Main Line, to commence in the Parish of *Harpenden* in the County of *Hertford* at or near the Point marked on the said Plans relating to that Railway as denoting Twenty-five Miles, and in or near the Field numbered on the said Plans 142 in the Parish of *Harpenden*, and to terminate in the Parish of *Luton* in the County of *Bedford* by a Junction with the *London* Extension Main Line, at or near the Point marked on the said Plans as denoting Twenty-eight Miles and Two Furlongs, and in or near the Field numbered on the said Plans 41 in the said Parish of *Luton*:

An Alteration or Deviation in the Line and Levels of the *London* Extension Main Line, to commence in the Parish of *Toddington* in the County of *Bedford* at or near the Point marked on the said Plans relating to that Railway as denoting Thirty-four Miles and One Furlong, and in or near the Field numbered on the said Plans 5 in the said Parish of *Toddington*, and to terminate in the Parish of *Ampthill* in the same County by a Junction with the *London* Extension Main Line at or near the Point marked on the said Plans as denoting Forty-one Miles and Six Furlongs, and in or near the Field numbered on the said Plans 15 in the said Parish of *Ampthill*:

An Alteration or Deviation in the Line and Levels of the *London* Extension Main Line, to commence in the Parish of *Millbrook* in the County of *Bedford* at or near the Point marked on the said Plans relating to that Railway as denoting Forty-three Miles, and in or near the Field numbered on the said Plans 12 in the said Parish of *Millbrook*, and to terminate in the Parish of *Elstow* in the same County by a Junction with the *London* Extension Main Line at or near the Point marked on the said Plans as denoting Forty-six Miles and One Furlong, and in or near the Field numbered on the said Plans 4 in the said Parish of *Elstow*:

An Alteration or Deviation in the Line and Levels of the *London* Extension Main Line, to commence in the Parish of *Elstow* in the County of *Bedford*, at or near the Point marked on the said Plans relating to that Railway as denoting Forty-six Miles and One Furlong, and in or near the Field numbered on the said Plans 4 in the said Parish of *Elstow*, and to terminate in the Parish of *Saint Paul*, *Bedford*, in the same County by a Junction with the *Midland* Railway at or near the *Bedford* Passenger Station of the Company:

A Rail-

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A Railway to commence in the Parish of *Saint Peter* in the County of *Hertford*, at or near to a Point marked on the said Plans relating to the *London* Extension Main Line as denoting Eighteen Miles, and in or near to the Field numbered on the said Plans 7 in the said Parish of *Saint Peter*, and to terminate in the Parish of *Saint Stephen* in the same County by a Junction with the *Saint Albans* Branch of the *London and North-western* Railway at or near to the *Park Street* Station on that Railway:

An Alteration of or Deviation in the Line of the *Barnsley* Branch, to commence in the Parish of *Darfield* in the West Riding of the County of *York* at or near the Point marked on the Plans of the said Railway referred to in "The *Midland* Railway (New Lines and Additional Powers) Act, 1863," as denoting Two Miles and Five Chains, and in or near the Field numbered on the said Plans 10a in the said Parish of *Darfield*, and to terminate in the Township of *Barnsley* in the Parish of *Silkstone* in the said West Riding by a Junction with the *Manchester, Sheffield, and Lincolnshire* Railway at a Point Nine Chains or thereabouts East of a certain Bridge carrying the said *Manchester, Sheffield, and Lincolnshire* Railway under the Road leading from *Huddersfield* to *Barnsley* in the said Township of *Barnsley*:

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, as if the same had been Part of the *Midland* Railway vested in the Company by the Act (Local and Personal) Seven and Eight *Victoria*, Chapter Eighteen, intituled *An Act to consolidate the* North Midland, Midland Counties, *and* Birmingham and Derby Junction *Railways*.

Power to cross certain Roads on the Level.

8. Subject to the Provisions in "The Railways Clauses Consolidation Act, 1845," and in Part I. (relating to the Construction of a Railway) of "The Railways Clauses Act, 1863," 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. of Plan.	Parish.	Description of Road.
1	Sinfin Moor (Extra-parochial) -	Public Road.
18	Melbourne - - -	Public Road.
13	Burton-upon-Trent - -	Public Road.
22	Burton-upon-Trent - -	Public Road.

9. As

Regulating Inclination of certain Roads.

9. 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.
11	Silkstone - -	Turnpike Road -	1 in 23.
15	Silkstone - -	Public Road - -	1 in 13.
51	Luton - - -	Public Road - -	1 in 15.
16	Westoning - -	Public Road - -	1 in 17.

Power to stop up, &c. Carker's Lane.

10. The Company may stop up and discontinue the Road or public Footpath in the Parish of *Saint Pancras* called *Carker's Lane*, between the Mews at the Back of *Francis Terrace*, *Kentish Town Road*, and *Dale Street*, and the Site and Soil of the said Road or Footpath, and the Fee Simple and Inheritance thereof, shall from the Time of the stopping up thereof be absolutely vested in the Owner or Owners for the Time being of the adjoining Land.

Lands for extraordinary Purposes.

11. 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 Ten 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.

12. The Powers by this Act conferred for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for Completion of Railways.

13. The Alterations of or Deviations in the *London* Extension Main Line and the new Line of Railway to join the *Saint Alban's* Branch of the *London and North-western* Railway by this Act respectively authorized shall be completed by the Twenty-second Day of *June* One thousand eight hundred and sixty-eight, the Alteration of or Deviation in the *Barnsley* Branch shall be completed by the Twenty-first Day of *July* One thousand eight hundred and sixty-eight, 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.

14. If

Penalty if Railways not completed and opened within Time limited.

14. If the said Alterations or Deviations 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 Alterations 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.

As to Execution of Works over London and North-western Railway.

15. The Railway and Works connected therewith, where the same will cross the *London and North-western* Railway in the Parish of *Elstow* in the County of *Bedford*, shall be carried over such Railway according to Plans to be reasonably approved by and executed under the Superintendence and to the reasonable Satisfaction in all respects of the Engineer for the Time being of the *London and North-western* Railway Company and at the Expense of the Company; and such Railway and Works shall be so carried and executed respectively by such Means and in such Manner only as not to interfere with the free, uninterrupted, and safe User of the *London and North-western* Railway or the working of the Traffic thereon; and the Railway shall be so carried over the *London and North-western* Railway by means of a Girder Bridge of the clear Width of Twenty-five Feet, measured at Right Angles with the *London and North-western* Railway, and with a clear Headway for the whole Distance of Fourteen Feet Six Inches.

Plans for Works affecting London and North-western Railway.

16. The Bridge or other Works by which the Railway shall be carried over the *London and North-western* Railway, and all Works and Conveniences connected therewith, shall be made only according to Plans, Elevations, Sections, and Specifications to be submitted by the Company to such Engineer of the *London and North-western* Railway Company, and to be reasonably approved by him in Writing under his Hand within One Month from the Time such Plan is submitted to him.

Restricting Interference with the Lands of the London and

17. The Company shall not, without in every Case the previous Consent of the *London and North-western* 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

North-western Company.

Possession or under the Power of the *London and North-western* Railway Company, except only such Part or Parts of their Lands as it 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 is according to this Act to be carried over the Railway and Lands of the *London and North-western* Railway Company.

As to Maintenance of those Works.

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

Company to acquire Easement only in Lands of London and North-western Company.

19. With respect to any Land of the *London and North-western* 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 *London and North-western* 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 London and North-western Company.

20. 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 otherwise than is herein expressly provided.

Regulating Construction of Bridge on altered Line of Barnsley Branch.

21. The Bridge for carrying the altered Line of the *Barnsley* Branch over the Turnpike Road in the Township of *Barnsley*, numbered 125 on the deposited Plans, shall be a flat Girder Bridge of not less than Ninety Feet Span in the clear, and with a Headway of not less than Sixteen Feet; and the said Bridge shall by One Span be carried across the said Turnpike Road, and also across *Regent Street* and the Approach Road to the *Barnsley* Station of the *Lancashire*

Lancashire and Yorkshire Railway; no Part of the respective Foot or Carriage Ways of the said Turnpike Road, Street, or Approach Road shall be encroached upon by either of the Abutments of the said Bridge, and the present Surface of the said Turnpike Road, Street, and Approach Road shall not be altered; and in constructing the said Bridge no Deviation Eastwards of the Centre Line shown on the said Plans shall be made, except with the Consent in Writing of the *Lancashire and Yorkshire* Railway Company under their Common Seal first had and obtained.

Not to take Land of Lancashire and Yorkshire Company without Consent.

22. The Company shall not under the Powers of this Act for the Purposes of the said altered Line of the *Barnsley* Branch enter upon, take, or use any Land belonging to the said *Lancashire and Yorkshire* Railway Company without the previous Consent of that Company signified in Writing under their Common Seal.

For Protection of Property of North Staffordshire Company.

23. And whereas the Railway firstly described in Section Six is to be carried over the Navigation from the *Trent* to the *Mersey* in the Parish of *Weston-upon-Trent:* Therefore, for the Protection of the *North Staffordshire* Railway Company and their Navigation, the Company shall be subject to and shall observe, fulfil, and conform to the following Conditions, Restrictions, and Obligations; to wit,

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

The Company shall not in constructing the Bridge over the Navigation, or in any other Case or for any other Purpose, permanently alter the Line or Level of the said Navigation or Towing-path, or obstruct the Navigation of the said Navigation or any Part thereof, or divert any of the Waters thereof or which now supply the said Navigation, or injure any of the Works, Slopes, or Embankments of the said Navigation during the Construction of the said Bridge; and during any necessary Repairs thereof there shall at all Times be left a free, open, uninterrupted navigable Waterway in the said Navigation of not less than Eighteen Feet in Width, and a Towing-path of not less than Six Feet in Width, and a Space above the Surface of the Water of the Navigation of not less than Nine Feet in Height in the clear,

and

and over the Towing-path of not less than Seven Feet Six Inches in the clear:

The Company shall not, without the previous Consent in Writing for the Purpose of the *North Staffordshire* Railway Company under their Common Seal, enter upon, take, use, or interfere with, either temporarily or permanently, any of the Lands, Works, or Property of the *North Staffordshire* Railway Company, save only for the Purpose of constructing the Railway by this Act authorized; and the Company shall at all Times keep the said Bridge and Works in good substantial Repair.

For preventing Obstruction to Navigation.

24. If in the Execution of any of the Works by this Act authorized, or by reason or in consequence of any of those Works when made, or of any Act or Omission of the Company, the said Navigation or the Towing-path thereof shall at any Time be so obstructed or impeded as that Boats, Barges, or other Vessels, Men or Horses using the same, cannot conveniently pass along the same, then and in every such Case the Company shall pay to the *North Staffordshire* Railway Company, as or by way of ascertained Damages, the Sum of Twenty Pounds for every Day and Part of a Day during which any such Obstruction or Impediment shall continue; and the *North Staffordshire* Railway Company may, at the Costs and Charges of the Company, remove such Obstruction or Impediment, and make good all Damage or Injury to the said Navigation or Towing-path occasioned thereby; and in default of Payment of any such Costs and Charges, or of any such Sum or Sums as aforesaid, within Ten Days after Demand thereof in Writing given to the Secretary of the Company, or left at the Office or Place of Business of such Secretary, the *North Staffordshire* Railway Company may recover the same in any Court of competent Jurisdiction.

Saving Rights of North Staffordshire Company.

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

As to Execution of Works for Railway under Hampstead Junction Railway.

26. The Railway, where the same will pass under the *Hampstead Junction* Railway, shall be carried under the same according to Plans to be reasonably approved by and executed under the Superintendence and to the reasonable Satisfaction in all respects of the Engineer of the *Hampstead Junction* Railway Company, and at the Expense of the Company; and such Railway and Works shall be so carried and executed respectively by such Means and in such Manner only as not to interfere with the free, uninterrupted, and safe User of the *Hampstead Junction* Railway or the Traffic thereon, and so as to give a clear

clear Width at the Level of the Rails of the *Hampstead Junction* Railway, at the Spot where it is to be passed under by the Railway of the Company, of Fifty Feet.

Maintenance of those Works.

27. The Company shall at all Times maintain the Arches or other Works by which the Railway shall be carried under the *Hampstead Junction* Railway in substantial Repair and good Order and Condition, to the reasonable Satisfaction in all respects of the Engineer of the *Hampstead Junction* Railway Company; and if and whenever the Company fail so to do the *Hampstead Junction* 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 *Hampstead Junction* 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 *Hampstead Junction* Railway Company from the Company in any Court of competent Jurisdiction.

Restricting Interference with the Land of the Hampstead Junction Railway Company.

28. The Company shall not, without in every Case the previous Consent of the *Hampstead Junction* 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 *Hampstead Junction* Railway Company, except only such Parts of their Lands as it 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 is according to this Act to be carried under the *Hampstead Junction* Railway.

For Protection of the Wakefield and Sheffield Road.

29. In carrying the Deviation hereby authorized in the Line of the *Barnsley* Branch 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 Passengers 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.

Restricting Deviation from Centre Line between certain Points without Consent of Owners, &c. of Bellesise Park Estate.

30. The Company shall not deviate from the Centre Line shown on the deposited Plans of the *London* Extension Main Line in the Parish of *Saint Pancras* to the Southward more than Ten Yards between the Points marked on the deposited Plans and Sections One Mile Two Furlongs and One Mile Four Furlongs, without the Consent of the Owners and Lessees of *Bellesise Park* Estate first had and obtained.

For Preservation of the Avenue of Bellesise Park.

31. Nothing in this Act or the incorporated Acts contained shall authorize the Company to take or use, either permanently or temporarily, the Road numbered on the deposited Plans 41 in the Parish of *Saint John, Hampstead,* and called "The *Avenue,*" without the previous Consent in Writing of the Owners and Lessees for the Time being of the *Bellesise Park* Estate first had and obtained, nor shall the Company acquire, by reason of their purchasing or becoming possessed of any adjacent Land or Property, the Right to use such Road; and if in making any of the Works the Company do or cause any Injury or Damage, or if by reason of the making thereof any Injury or Damage be done to the said Road or the Carriageway or Footways thereof or any Part thereof, or the Trees thereon, or any Conveniences connected therewith, then the Company shall forthwith repair and reinstate the same; and in case the Company fail to repair and reinstate the same within One Week from the Date of Notice from the Owners or Lessees for the Time being of the *Bellesise Park* Estate or any or either of them, the said Owners or Lessees for the Time being of the said *Bellesise Park* Estate, or any or either of them, may make such Repairs and Reinstatements, and all the Expenses thereof shall be paid by the Company to the Owners or Lessees so repairing or reinstating, or in default of Payment for Twenty-one Days after Demand may be recovered from the Company, with full Costs of Suit, in any Court of competent Jurisdiction.

Further Provision for Protection of Owners, &c. of Bellesise Park.

32. The Company in constructing the Tunnel in the Parish of *Saint John, Hampstead,* shall not sink any Shaft, nor erect any Workshop or any other Buildings, nor use any Engine or Machine, within a Distance of Thirty Yards from the said Road numbered on the deposited Plans 41 in the Parish of *Saint John, Hampstead,* nor shall they burn any Bricks or Ballast or any other Materials within One hundred

hundred Yards from the said Road and the Property numbered on the deposited Plans 54 in the said Parish.

For Protection of the Magistrates of the Liberty of Saint Alban.

33. Provided always, That nothing in this Act or in "The *Midland* Railway (Extension to *London*) Act, 1863," contained shall authorize the Company to enter upon, take, or use any greater or other Portion of the Land numbered on the deposited Plans 26 in the Parish of *Saint Peter* in the County of *Hertford*, than lies to the Westward of a Red Line shown on the Plan signed in Duplicate by *John Henry Scourfield* Esquire (one Part whereof to be kept by the Company and the other by the Magistrates of the Liberty of *Saint Alban*), and in carrying the Railways under the Road shown on the said Plan the Company shall, at the Point of crossing, make and maintain a proper Bridge of not less than Eighteen Feet in Width over the same Railways.

Company to provide a Road through certain Land of R. G. Lowe to Victoria Road.

34. And whereas *Richard Grove Lowe* is or claims to be the Owner of the Land numbered on the deposited Plans 25 in the Parish of *Saint Peter* in the County of *Hertford*, Part of which will be required for the Purposes of One of the Railways by this Act authorized to be made: And whereas the said *Richard Grove Lowe* is under Covenant to construct over the said Land a Road which was proposed to be extended therefrom into the *Victoria Road* numbered 29A in the same Parish: And whereas the Construction of the Railway will render impracticable the Construction of Part of such covenanted and proposed Road, and it is expedient that Provision be made for the Construction of a Road in substitution for the said Part of such covenanted and proposed Road: Therefore the Company shall construct and maintain along the Western Side of the Railway, where the same will pass through the said Land and of the Work connected therewith, a Road to commence by a Junction with the said covenanted and proposed Road and to be extended therefrom to and to terminate by a Junction with the said *Victoria Road*, such Road hereby provided throughout its entire Length to be of the Width of not less than Forty Feet, and sufficiently fenced and screened from the Railway, and no Building shall be erected within Fifteen Feet from the West Side of the Road hereby provided.

Company required to purchase certain Land of R. G. Lowe.

35. The Company shall, if required by the said *Richard Grove Lowe*, his Heirs or Assigns, at any Time within Two and a Half Years from the passing of this Act, purchase and take, under and subject to the Provisions of "The Lands Clauses Consolidation Act, 1845," with respect to the Purchase and taking of Lands otherwise than by Agreement, so much of the said Land numbered 25 in the said Parish of *Saint Peter* as will be to the Eastward of the Railway by

by this Act authorized to be constructed through the same, and also, if so required, so much of the said Land as will be to the Westward of the Road which the Company are by this Act required to construct over Part thereof.

Extending Provisions of 26 & 27 Vict. c. lxxiv. relating to Saint Pancras to Works under this Act in that Parish.

36. The several Provisions contained in "The *Midland* Railway (Extension to *London*) Act, 1863," for the Protection of the Vestry and Parish of *Saint Pancras*, namely Section Eight, Sections Sixty-nine to Seventy-five, both inclusive, and Sections Seventy-nine to Eighty-two, both inclusive, shall extend and apply to the new Works by this Act authorized in *Saint Pancras* as well as to the Works by that Act authorized, and such Sections shall apply not only to any Road, Street, Carriage and Foot Way which prior to the First Day of *July* One thousand eight hundred and sixty-four were vested in the said Vestry, but also to any Road, Street, Carriage and Foot Way which on and after that Date were or may be vested in them.

Before Dale Road is stopped up another Road to be made.

37. Notwithstanding anything in this Act contained, the Company shall not permanently stop up *Dale Road* in the said Parish of *Saint Pancras* until they shall have substituted in lieu thereof some other Road of not less than Forty Feet in Width in the clear for the Accommodation of Traffic passing to the *Kentish Town* Station of the *Hampstead Junction* Railway, at some Point between the said Road and *Southampton Road* in the same Parish.

Power to make new Road in the Parish of Ilkeston.

38. Subject to the Provisions of this Act, the Company from Time to Time may make, in the Line and according to the Levels defined on the deposited Plans and Sections relating thereto, a Road commencing in the Parish of *Ilkeston* in the County of *Derby*, in *Bath Street* in *Ilkeston* where the same Street is joined by *New Street*, and terminating in the Parish of *Cossall* in the County of *Nottingham*, South of the *Ilkeston* Junction Station of the Company on their Railway leading from *Trent* to *Clay Cross*.

Power to deviate in Construction of new Road.

39. In constructing the new Road or Way by this Act authorized, the Company may deviate laterally from the Line thereof shown on the deposited Plans relating thereto to any Extent not exceeding the Limits of such Deviation as defined on the said Plans, and may deviate from the Levels thereof as shown on the deposited Sections relating thereto to any Extent not exceeding Five Feet.

Limiting Period for Completion of Road.

40. The new Road by this Act authorized shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted for making the same, or otherwise in relation thereto, shall cease, except as to so much thereof as shall then be completed.

41. The

Provision as to Repair and Maintenance of new Road.

41. The new Road when made and completed by the Company under this Act shall from Time to Time be repaired and maintained by the same Persons, at the same Expense, and in the same Manner and to the same Extent as other Roads within the Parish of *Ilkeston* are from Time to Time liable to be repaired and maintained: Provided always, that if any Question arise between the Company and the Parties by whom the said Road is to be repaired and maintained, or to the due Completion thereof, such Questions shall from Time to Time be determined by Two Justices on the Application of either of the Parties in difference, and after not less than Seven Days Notice to both Parties of the sitting of such Justices for the Purpose, and the Certificate of such Justices of the due Completion of such Road shall be conclusive Evidence of the Fact so certified.

Provision as to Roads to Ilkeston Station.

42. If the Owner for the Time being of the Estate in the Parish of *Cossall* in the County of *Nottingham*, now belonging to the Right Honourable Lord *Middleton*, shall at any Time within Six Months from the passing of this Act express in Writing to the Company his Desire that the Company should make a new Road parallel and adjacent to the Line of Railway from the existing private Road leading from *Cossall Marsh* to the existing *Ilkeston* Junction Station, where the same private Road crosses the *Babington* Branch of the *Midland* Railway, so as to form an Access from such private Road to the proposed new *Ilkeston* Station, and his Willingness to dedicate to the Public the said existing Road, and to provide without Consideration the Lands necessary for the Purpose of such new Road, then the Company shall, within One Year after the Receipt of such Notice and the Dedication of such Road to the Public, and the providing of the necessary Lands, construct and metal such new Road of the Width of Thirty Feet including the Fences, and such Road when made shall be and continue a public Road for all Purposes.

Company to abandon certain authorized Works.

43. The Company shall abandon the Construction of such Portions of the *London* Extension Main Line as now authorized as will become unnecessary by reason of the Alterations and Deviations in that Line by this Act authorized (including so much thereof as was authorized to be constructed between the Point in the Parish of *Elstow* in the County of *Bedford* at which the Deviation in that Line by this Act lastly authorized is intended to commence, and the Termination at *Bedford* of the *London* Extension Main Line as now authorized); and the Company shall not take or for any Purposes of this Act or of "The *Midland* Railway (Extension to *London*) Act, 1863," interfere with any Part of the Field numbered 7 in the Parish of *Luton* in the County of *Bedford*, on the Plans referred to in the last-mentioned Act; and the Company shall also

abandon the Construction of so much of the *Cudworth and Barnsley* Line as was authorized to be constructed between the Point at which the Deviation of that Line by this Act authorized is intended to commence and the authorized Junction of that Line with the *Manchester, Sheffield, and Lincolnshire* Railway, and shall also abandon the Construction of the Railway in "The *Midland* Railway (Extension to *London*) Act, 1863," secondly mentioned, and therein described as a Railway to commence in the Parish of *Saint Peter* in the County of *Hertford* by a Junction with the first thereinbefore mentioned Railway, and to terminate in the Parish of *Saint Stephen* in the said County of *Hertford* by a Junction with the *Saint Albans* Branch of the *London and North-western* Railway at a Point South-east of the Platform of the *Saint Albans* Station of the last-mentioned Railway; and upon the passing of this Act all the Powers, Authorities, Privileges, Obligations, and Liabilities granted to or imposed upon the Company by "The *Midland* Railway (Extension to *London*) Act, 1863," or by "The *Midland* Railway (New Lines and Additional Powers) Act, 1863," in reference to the said Railway and Portions of Railway respectively so to be abandoned as aforesaid, shall cease to be operative.

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

44. In any Case where before the passing of this Act any Contract has been entered into or Notice given by the Company for purchasing or using any Lands which the Company were empowered to purchase for the Purpose of constructing the Railway and Portions of Railway respectively so to be abandoned by them as aforesaid, the Company shall make to the Owners or Occupiers of and other Parties interested in such Lands full Compensation for all Injury or Damage sustained by such Owners, Occupiers, and other Parties by reason of such 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 the Authority hereby given for abandoning the said Railway and Portions of Railway shall not prejudice or affect the Right of the Owner or Occupier of any Lands which the Company were so empowered to purchase as aforesaid to receive from the Company Compensation for any Damage that may have been occasioned by the Entry of the 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.

45. Whereas

The Midland Railway (New Lines and Additional Powers) Act, 1864.

Power to agree with Vestry of Saint Pancras for Purchase of Workhouse.

45. Whereas the Railway authorized by "The *Midland* Railway (Extension to *London*) Act, 1863," will, when constructed, pass within a short Distance of the Workhouse of and belonging to the Parish of *Saint Pancras:* And whereas the Company are also promoting a Bill during the present Session for extending the Railway authorized by the said Act to join in the Parish of *Saint Pancras* a proposed Branch of the *Metropolitan* Railway, and the said intended Railway will also be in close Proximity to the said Workhouse: And whereas the Lands which the Company have under the Authority of Parliament already acquired for and upon which they are now constructing their Station and Works connected therewith adjoin the said Workhouse on Two Sides thereof, on One of which is the Ward occupied by the sick Inmates of the Workhouse: And whereas by reason of the Proximity of the said Railways and Station the said Workhouse will become ill-adapted to the Purposes for which it is now used and occupied, and the said Vestry are willing and desirous to sell the same, and to provide another Building in lieu thereof, and the Company are willing to purchase the same: Therefore the said Vestry may sell and the Company may purchase the said Workhouse, and the Yards, Buildings, and Conveniences connected therewith, and also the Vestry Hall adjoining the said Workhouse, at and for such Price or Consideration, and upon such Terms and Conditions, and subject to such Arrangements, as shall be mutually agreed upon between the Vestry and the Company; and all Monies received by the Vestry in respect of the Sale of the said Premises shall be applied by them in purchasing Land for and erecting or in otherwise providing a Workhouse for the said Parish in substitution for the existing Workhouse, and also a new Vestry Hall: Provided always, that the present Workhouse shall not be taken by the Company, or otherwise interfered with, until a new Workhouse shall have been built and shall be ready for the Reception, Maintenance, and Employment of the Poor of the said Parish, and which said Workhouse shall be completed and fit for Occupation at the latest within Four Years from the Date of any such Agreement with the Company.

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

46. 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

"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 raise Money by new Shares.

47. 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 One hundred and sixty-six thousand Pounds, and such new Shares may be either ordinary or preferential, or Part ordinary and Part preferential, as the Company may from Time to Time determine.

Shares not to issue until One Fifth Part paid up.

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

As to Amount and Issue of new Shares.

49. 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 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.

50. The

Votes in respect of new Shares.

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

Shares of same Class to have like Privileges.

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

Vesting or other Disposition of new Shares.

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

Shares not accepted may be disposed of by Company.

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

Qualification of new Shares.

54. 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.

55. 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

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

existing Preference Share-holders.

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

Power to borrow on Mortgage.

57. 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 issued and accepted, and that not less than One Fifth Part of the Amount thereof has been paid on account of each separate Share before or at the Time of the Issue or Acceptance thereof, and that such Shares were issued *bonâ fide* and are held by Persons or their Assigns, and 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 Fifty-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.

58. 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.

59. 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.

Power to Company to apply Corporate Funds to Purposes of Act.

60. 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.

Provision as to closing of Transfer Books.

61. It shall be lawful for the Directors to close the Register of Transfers for a Period not exceeding Twenty-eight Days previous to each General Meeting of the Company, whether Ordinary or Special, and they may fix a Day for the closing of the same, of which Seven Days

Days Notice shall be given by Advertisement in some Newspaper published in *London*, and any Transfer made during the Time when the Transfer Books are so closed shall, as between the Company and the Party claiming under the same, but not otherwise, be considered as made subsequently to such Meeting.

Interest not to be paid on Calls paid up.

62. 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, 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.

63. 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.

64. 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.

65. 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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