



ANNO VICESIMO QUARTO

VICTORIÆ REGINÆ.

Cap. lvii.

An Act to enable the *Midland Railway Company* to make new Railways; and for other Purposes.
[7th June 1861.]

WHEREAS it is expedient that the *Midland Railway Company* 7 & 8 Vict.
(incorporated by the Act (Local and Personal) Seventh and c. xviii.
Eighth *Victoria*, Chapter Eighteen, and in this Act called
“the Company.”) should be empowered to construct the Railways follow-
ing; (that is to say,) a Railway from the *Tame Valley* Line of the *Midland*
Railway in the Parish of *Shustoke* in the County of *Warwick* to join
the *South Leicestershire* Railway in the Parish of *Nuneaton* in the same
County, with Branches thereout to joint the *Hampton* Branch of the
Midland Railway in the said Parish of *Shustoke*, and the *Trent Valley*
Line of the *London and North-western* Railway in the Parish of *Nun-*
eaton; a Railway from the Main Line of their Railway between *Ash-*
church and *Worcester* in the Parish of *Ashchurch* in the County of
Gloucester to join the *West Midland* Railway near *Evesham* in the
County of *Worcester*, with a short diverging Line from the Main Line
of their Railway between *Ashchurch* and *Worcester* to their *Ashchurch* and
Tewkesbury Branch Railway in the said Parish of *Ashchurch*; a Railway
from the *Erewash Valley* Branch of the *Midland* Railway, now in course
of Construction, in the Parish of *Blackwell* in the County of *Derby*, to
[Local.] 8 Z Teversall

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Teversall in the County of *Nottingham*; and also a Railway from the *Midland* Railway, in the Parish of *Beighton* in the County of *Derby* to join the *Manchester, Sheffield, and Lincolnshire* Railway in the Parish of *Aston-cum-Aughton* in the West Riding of the County of *York*: And whereas Plans and Sections showing the Lines and Levels of the proposed Railways, and the Lands which the Company are by this Act empowered to acquire for the Purposes thereof, and Books of Reference to such Plans, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the said Lands, have been deposited as follows; (that is to say,) as regards the Railways in the Counties of *Gloucester* and *Worcester*, with the Clerks of the Peace for the Counties of *Gloucester* and *Worcester* respectively; as regards the Railways in the Counties of *Derby*, *Nottingham*, and the West Riding of the County of *York*, with the Clerks of the Peace for the Counties of *Derby*, *Nottingham*, and of the West Riding of the County of *York* respectively; and as regards the Railways in the County of *Warwick*, with the Clerk of the Peace for the County of *Warwick*: 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,)

Short Title. 1. This Act may be cited for all Purposes as "*The Midland Railway (New Lines) Act, 1861.*"

8 & 9 Vict.
cc. 18. & 20.
and
23 & 24 Vict.
c. 106. in-
corporated. 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 Mean-
ings 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.

Power to
take Lands. 4. 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 deposited Plans, and described in the deposited Books of Reference.

Power to
make Rail-
ways autho-
rized by this
Act. 5. 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, and in and upon the Lands which the Company are by this Act authorized to enter upon, take,

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take, and use, the Railways following, with all proper Stations, Works, and Conveniences connected therewith; (that is to say,)

First, a Railway to commence in the Parish of *Shustoke* in the County of *Warwick* by a Junction with the *Tame Valley* Line of the *Midland* Railway at or near the Point where the same passes over the River *Blythe*, and to terminate in the Parish of *Nuneaton* in the same County by a Junction with the *South Leicestershire* Railway at or near to *Horeston Grange*:

Secondly, a Railway to commence in the said Parish of *Shustoke* by a Junction with the last-mentioned intended Railway near the Bridge by which the Railway of the Company between *Nether Whitacre* and *Hampton-in-Arden*, commonly and herein-after called "the *Hampton Branch*," passes over *Bourne Brook*, and to terminate in the same Parish by a Junction with the said *Hampton Branch* at a Point to the North of the said Bridge:

Thirdly, a Railway to commence by a Junction with the first-mentioned intended Railway at the same Point as the last-described Railway is intended to commence, and to terminate in the said Parish of *Shustoke* by a Junction with the said *Hampton Branch* at or near the Point where the same passes under the Turnpike Road leading from *Coleshill* to *Atherstone* at *Cross Heath*:

Fourthly, a Railway to commence in the said Parish of *Nuneaton* by a Junction with the said first-mentioned intended Railway near the Bridge by which the Turnpike Road leading from *Nuneaton* to *Atherstone* passes over the *Coventry Canal* near *Abbey End*, and to terminate in the same Parish by a Junction with the *Trent Valley* Line of the *London and North-western* Railway at a Point North of the *Nuneaton* Station on the said Railway:

Fifthly, a Railway to commence from and out of and by a Junction with the Main Line of the *Midland* Railway between *Ashchurch* and *Worcester*, in the Parish of *Ashchurch*, in the County of *Gloucester*, and to terminate in the Parish of *Saint Lawrence, Evesham*, in the County of *Worcester*, by a Junction with the *Oxford, Worcester, and Wolverhampton* Railway, now forming Part of the *West Midland* Railway, near the *Evesham* Station thereon:

Sixthly, 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 herein-before described will diverge from such Main Line, and to terminate by a Junction with the *Ashchurch* and *Tewkesbury* Branch of the *Midland* Railway near the Point of Junction of such Branch Railway with the said Main Line, all in the said Parish of *Ashchurch*:

Seventhly, a Railway to commence in the Parish of *Blackwell* in the County of *Derby* by a Junction with the *Erewash Valley* Branch, now in course of Construction, of the *Midland* Railway authorized by

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by "The *Midland Railway (Erewash Valley)* Act, 1859," and to terminate in the Parish of *Tevershall* in the County of *Nottingham*, near *Fackley Lane* Toll Gate :

Eighthly, a Railway to commence in the Parish of *Beighton* in the County of *Derby* by a Junction with the *Midland* Railway, and to terminate in the Parish of *Aston-cum-Aughton* in the West Riding of the County of *York* by a Junction with the *Manchester, Sheffield, and Lincolnshire* Railway :

And the Railways and Works executed under the Authority of this Act 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.

6. 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 244 in the Parish of *Nuneaton*, and 9 in the Parish of *Tibshelf*, making the Approaches level on both Sides of the first-mentioned Road : Provided always, that it shall not be lawful for the Company, in shunting Trains, to pass any Train over such level Crossings, or to allow any Train to stand across such level Crossings.

Company to
erect a Sta-
tion or Lodge
at Points of
Crossing,
and abide by
Rules, &c. of
Board of
Trade as to
Speed of
Trains.

7. For the greater Convenience and Security of the Public the Company shall erect and permanently maintain either a Station or 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 Station or Lodge, or appoint a proper Person to watch or superintend the Crossing at any such Point or Station, 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
Bridges to
be erected
in lieu of
level Cross-
ings.

8. 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 Railways shall have been completed and opened for Traffic, require the Company, within such Time as the Board of Trade shall direct, and at the Expense of the Company, to carry the before-mentioned Roads, or either of them, 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

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of Trade the best adapted for removing or diminishing the Danger arising from any such level Crossing.

9. The Company may make the Road numbered on the deposited Plans 10 in the Parish of *Arley*, when altered for the Purposes of this Act, of any Inclination not steeper than One Foot in Eleven Feet, and the Road numbered on the deposited Plans 71 in the Parish of *Tibshelf*, when altered for the Purposes of this Act, of any Inclination not steeper than One Foot in Fifteen Feet.

Regulating
Inclination
of certain
Roads.

10. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company, in the Construction of the Railway, may deviate from the Line 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 Fifteenth Section 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 Fourteenth or Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

Power to
alter En-
gineering
Works.

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 Land not exceeding Four 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."

Lands for
extraor-
dinary Pur-
poses.

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

Powers for
compulsory
Purchases
limited.

13. The Railways shall be completed within Four Years after 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 respectively as shall then be completed.

Period for
Completion
of Railways.

[*Local.*]

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14. After

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Suspension
of Dividend
if Railways
not com-
pleted in
Four Years.

14. After the Expiration of Four Years after the passing of this Act, if the Railways be not then completed, the Payment of any Dividend on the ordinary Capital of the Company shall be suspended until the Railways are completed and opened for public Use.

Not to inter-
fere with the
Coventry
Canal Navi-
gation.

15. And whereas the Railway first herein-before described is intended to pass over and near the Line of the *Coventry* Canal Navigation, and the Railway fourthly herein-before described is intended to pass near the Line of the said Navigation, and it is expedient to make the following Provisions in consequence thereof: Be it therefore enacted, That, except as herein expressly provided, nothing in this Act contained shall take away, diminish, alter, prejudice, or affect any of the Rights and Privileges, Powers or Authorities, vested in the Company of Proprietors of the said *Coventry* Canal Navigation, or authorize or empower the Railway Company to interfere with or alter the Line or Level of the said Canal or the Towing-path thereto, or any Part or Parts thereof respectively, further than may be occasioned by the building the Bridge which shall be required for carrying the said intended Railway over the said Canal, and then subject to the Provisions and Restrictions herein-after contained relating thereto, or to obstruct the Navigation of the said Canal or any Part thereof, or to divert any of the Waters therein, or take away any which now supply the said Canal, or to injure any of the Works of the said Canal further than is herein provided; and it shall not be lawful for the Company to make any Deviations from the Course or Direction of the said Railways as delineated in the Maps or Plans of the said Railways deposited with the Clerk of the Peace of the County through which the said Railways are intended to pass, which shall cause any Diversion or Alteration of the Line of the *Coventry* Canal Navigation, without the Consent of the said Company of Proprietors of the said *Coventry* Canal Navigation under their Common Seal first had and obtained.

Company to
erect Bridges
over the
Coventry
Canal.

16. In carrying the said Railway first herein-before described over the *Coventry* Canal Navigation the Railway Company shall and they are hereby required at their own Expense to make, and at all Times for ever thereafter to maintain and keep in perfect Repair, a good and substantial Bridge or good and substantial Bridges over the said Canal and the Towing-path thereto, with proper Approaches; and the Span of the said Bridge or Bridges between the Abutments thereof shall not be less than Forty-two Feet in the clear, allowing Thirty-three Feet for the Width of the Canal at Surface Level and Nine Feet for the Width of the Towing-path, and that the Soffit of the Arch for a Space of Forty Feet in the Centre of the Opening shall not at any Time come within less than Ten Feet of the Surface Water of the said Canal; and the Abutments of the said Bridges, and the Walls of the Waterways, shall be made parallel with the Line of the Canal at the respective Places where the said Bridges or Walls shall be respectively made; and if in case of any imperfect

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imperfect Construction or Want of Repairs to the said Bridge or Bridges, or any Part thereof, or the Approaches, Slopes, Sides, or Banks of the said Railways first and fourthly herein-before described, next the said *Coventry* Canal, or any of them, or any Part thereof, (other than and except arising from any Act or Default of the said Company of Proprietors of the *Coventry* Canal Navigation,) and Notice thereof in Writing being given by the Clerk of the same Canal Company to the said Railway Company or their Secretary, the Railway Company shall not for the Space of Fourteen Days after the Service of such Notice commence such Repairs, and complete the same with all reasonable Expedition, it shall be lawful for the said Company of Proprietors of the said Canal Navigation from Time to Time to make all such Repairs, and all the Expenses thereof shall be repaid by the Railway Company to the Canal Company within Fourteen Days after Demand in Writing served upon the Treasurer or Clerk of the Railway Company; and in default of such Payment such Expenses may be sued for and recovered by the said Company of Proprietors of the said Canal Navigation, together with Costs of Suit, against the said Railway Company, by Action in any Court of competent Jurisdiction.

17. During the Erection of the said Bridge or Bridges, and at all Times during any Repairs thereof or otherwise, a clear Waterway of not less than Fifteen Feet in Width, a Towing-path of not less than Six Feet in Width, and a clear Height of not less than Nine Feet from the Surface of the Water, shall be left for the Navigation of the said Canal.

Canal not to be obstructed during building or repairing Bridges over same.

18. If, during the Execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works or of the said Bridge or Bridges, or if by any wrongful Act or Omission of the said Railway Company, or any of their Agents, Servants, or Workmen, contrary to the Provisions of this Act, the said *Coventry* Canal Navigation or the Towing-path thereof shall be so obstructed as that Boats, Barges, and other Vessels navigating or using the same cannot pass, or shall be delayed in the Passage along the same, or in case the Space under the said Bridges shall at any Time be contracted so as to be less in Width or Height than is herein-before prescribed, then and in either of the said Cases the said Railway Company shall pay to the said Company of Proprietors of the *Coventry* Canal Navigation, as or by way of ascertained Damages or Loss of Tolls, the Sum of One hundred Pounds for every Twenty-four Hours during which such Obstruction or Contraction shall continue on the said Canal, and so in proportion for any less Time than Twenty-four Hours; and in default of Payment of the said Sum, or such Proportion thereof as shall become due, within Seven Days after Demand in Writing made of the Treasurer or Clerk of the said Railway Company, the said Company of Proprietors of the *Coventry* Canal Navigation may sue for and recover the same, with full

Penalty on Company obstructing the *Coventry* Canal.

Costs

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Costs of Suit, against the said Railway Company, by Action in any Court of competent Jurisdiction.

Communica-
tions with
the London
and North-
western
Railway.

19. The Company may make such Openings in and Alterations of the Rails of the *London and North-western* Railway as are necessary in order to effect the Communications hereby authorized between that Railway and the Railway fourthly herein-before described; and such Communications shall be effected in a substantial Manner, by means of Connexion Rails and Points of the Construction and laid in the Manner which the Engineer for the Time being of the *London and North-western* Railway Company may from Time to Time approve and require, and shall be executed to his Satisfaction in all respects; and in case of any Difference arising as to the Mode of effecting such Communications, the same shall be determined, at the Cost of the Company, by a Referee to be appointed by the Board of Trade on the Application of either Company.

Expenses of
Communica-
tions to be
borne by the
Company.

20. The Expenses of the Communications hereby authorized between the *London and North-western* Railway and the Railway fourthly herein-before described, and of all the necessary Openings in the Rails thereof, and of all other Works which may from Time to Time be requisite for effecting, altering, and amending such Communications, and for repairing and maintaining such Rails and Points, shall be borne and paid by the Company; and such Communications, Openings, and Works shall be in the first instance made, and be afterwards from Time to Time altered, amended, repaired, and maintained, under the Direction and Superintendence and to the reasonable Satisfaction of the Engineer for the Time being of the *London and North-western* Railway Company, and in such Manner and by such Ways and Means respectively as shall not injure the *London and North-western* Railway, or impede or interfere with the Traffic thereon, or the free and uninterrupted Passage along the said Railway.

Signals, &c.
to be erected
and main-
tained, and
Persons ap-
pointed to
prevent
Danger at
Points of
Junction.

21. The *London and North-western* Railway Company may from Time to Time erect, maintain, and alter such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, and other Servants, as that Company may deem necessary for the Prevention of Damage to, or Detention of, or Interference with Traffic at or near the Junctions between their Railway and the Railway fourthly herein-before described; and the Working and Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen, and other Servants, shall belong exclusively to the *London and North-western* Railway Company; and all the Costs and Expenses during each Half Year of erecting and maintaining and altering such Signals, Works, and Conveniences, and of employing and paying such Watchmen, Pointsmen, and other Servants, shall at the Expiration of each Half Year be repaid by the Company to that Company on Demand,
and

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and in default the Amount of such Costs and Expenses may be recovered from the Company in any Court of competent Jurisdiction.

22. 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 *London and North-western* 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 Junction and Intercommunication between the said Railway and the Railway fourthly herein-before described, without the Consent in Writing of the *London and North-western* Railway Company in every Instance for that Purpose first had and obtained.

Company not to take Lands nor interfere with the Works of the London and North-western Company without Consent.

23. Provided always, That, except as is hereby expressly provided, this Act shall not take away, diminish, alter, or prejudice any of the Rights, Privileges, Powers, or Authorities of the *London and North-western* Railway Company.

Saving Rights of the London and North-western Company.

24. The Company may make such Openings in and Alterations of the Rails of the *South Leicestershire* Railway as are necessary in order to effect the Communications hereby authorized between that Railway and the Railway first herein-before described; and such Communications shall be effected in a substantial Manner, by means of Connexion Rails and Points, of the Construction and laid in the Manner which the Engineer for the Time being of the *South Leicestershire* Railway Company may from Time to Time approve and require, and shall be executed to his Satisfaction in all respects; and in case of any Difference arising as to the Mode of effecting such Communications, the same shall be determined, at the Cost of the Company, by a Referee to be appointed by the Board of Trade on the Application of either Company.

Communications with the South Leicestershire Railway.

25. The Expenses of the Communications hereby authorized between the *South Leicestershire* Railway and the Railway first herein-before described, and of all the necessary Openings in the Rails thereof, and of all other Works which may from Time to Time be requisite for effecting, altering, and amending such Communications, and for repairing and maintaining such Rails and Points, shall be borne and paid by the Company; and such Communications, Openings, and Works shall be in the first instance made, and be afterwards from Time to Time altered, amended, repaired, and maintained under the Direction and Superintendence and to the reasonable Satisfaction of the Engineer for the Time being of the *South Leicestershire* Railway Company, and in such Manner and by such Ways and Means respectively as shall not injure the *South Leicestershire* Railway, or impede or interfere with the Traffic thereon, or the free, uninterrupted, and safe Passage along the said Railway.

Expenses of Communications to be borne by the Company.

[Local.]

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26. The

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Signals, &c.
to be erected
and main-
tained, and
Persons ap-
pointed to
prevent
Danger at
Points of
Junction.

26. The *South Leicestershire* Railway Company may from Time to Time erect, maintain, and alter such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, and other Servants, as that Company may deem necessary for the Prevention of Damage to, or Detention of, or Interference with Traffic at or near the Junction between their Railway and the Railway first herein-before described; and the Working and Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen, and other Servants, shall belong exclusively to the *South Leicestershire* Railway Company; and all the Costs and Expenses during each Half Year of erecting and maintaining and altering such Signals, Works, and Conveniences, and of employing and paying such Watchmen, Pointsmen, and other Servants, shall, at the Expiration of each Half Year, be repaid by the Company to that Company on Demand, and in default the Amount of such Costs and Expenses may be recovered from the Company in any Court of competent Jurisdiction.

Company
not to take
Lands nor
interfere
with the
Works of
the *South
Leicester-
shire Com-
pany* with-
out Consent.

27. 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 *South Leicestershire* 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 Junction and Intercommunication between the said Railway and the Railway first herein-before described, without the Consent in Writing of the *South Leicestershire* Railway Company in every Instance for that Purpose first had and obtained.

Saving
Rights of
the *South
Leicester-
shire Rail-
way Com-
pany*.

28. Provided always, That, except as is hereby expressly provided, this Act shall not take away, diminish, alter, or prejudice any of the Rights, Privileges, Powers, or Authorities of the *South Leicestershire* Railway Company.

Lands of
*Manchester,
Sheffield,
and Lin-
colnshire*
Railway
Company
not to be
taken,
nor their
Railway
interfered
with, except
for the Pur-
pose of
forming a
Junction
therewith.

29. The Company or any Person in the Execution of this Act shall not in any Manner, either permanently or temporarily, enter upon, take, or use any of the Lands or Property of the *Manchester, Sheffield, and Lincolnshire* Railway Company, or in any Manner alter, vary, or interfere with the *Manchester, Sheffield, and Lincolnshire* Railway, or any of the Works appertaining thereto, save only so far as may be necessary for the Purpose of forming a Junction between the Railway eighthly herein-before described and the *Manchester, Sheffield, and Lincolnshire* Railway, as shown on the Plans deposited as herein-before mentioned, and as may be otherwise mutually agreed upon under the Provisions of this Act, between and by the Company on the one hand and the *Man-
chester, Sheffield, and Lincolnshire* Railway Company on the other.

30. All

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30. All Communications between the Railway eighthly hereinbefore described and the *Manchester, Sheffield, and Lincolnshire* Railway, and all Openings in the Ledges and Flanches of the *Manchester, Sheffield, and Lincolnshire* Railway for effecting any such Communication, shall be made and effected, at the Expense of the Company, in a substantial and workmanlike Manner, by means of Connexion Rails and Joints constructed and laid down under the Direction and Superintendence and to the reasonable Satisfaction of the Engineer for the Time being of the *Manchester, Sheffield, and Lincolnshire* Railway Company, or of some Person duly authorized by them for that Purpose.

Communications with the *Manchester, Sheffield, and Lincolnshire* Railway to be made to the Satisfaction of their Engineer.

31. The Company shall from Time to Time and at all Times hereafter maintain and keep in good and proper Order and Condition the Switches, Points, and Crossings at the Places of Communication between the Railway eighthly hereinbefore described and the *Manchester, Sheffield, and Lincolnshire* Railway, and shall, at their sole Expense, hire and employ proper and sufficient Persons to watch and regulate the same; or such Switches, Points, and Persons shall, at the Option of the *Manchester, Sheffield, and Lincolnshire* Railway Company, be in the first instance so maintained, kept, hired, and employed by the *Manchester, Sheffield, and Lincolnshire* Railway Company, in which Case the Company shall, on Demand, from Time to Time repay to such Company the Costs and Expenses thereby incurred by them.

Company to be at the Expense of maintaining and watching the Points.

32. The Company shall, at their sole Expense, erect, and from Time to Time and at all Times hereafter maintain, such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, and other Servants, as may be necessary for the Prevention of Damage to or Detention of or Interference with Traffic at or near the Junction between the Railway eighthly hereinbefore described and the *Manchester, Sheffield, and Lincolnshire* Railway; or (at the Option of the *Manchester, Sheffield, and Lincolnshire* Railway Company) such Signals, Works, and Conveniences may be erected, maintained, and altered, and such Watchmen, Pointsmen, and other Servants may be appointed and removed, by such Company, in which Case the Working and Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen, and other Servants, shall belong exclusively to such Company; and all the Costs and Expenses during each Half Year of erecting and maintaining and altering such Signals, Works, and Conveniences, and of employing and paying such Watchmen, Pointsmen, and other Servants, shall, at the Expiration of each Half Year, be repaid by the Company to the *Manchester, Sheffield, and Lincolnshire* Railway Company on Demand, and in default the Amount of such Costs and Expenses may be recovered from the Company in any Court of competent Jurisdiction.

Signals, &c. to be erected and maintained, and Persons appointed to prevent Danger at Points of Junction.

33. The

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Lands of West Midland Railway Company not to be taken, nor their Railway interfered with, except for the Purpose of forming a Junction therewith.

33. The Company or any Person in the Execution of this Act shall not in any Manner, either permanently or temporarily, enter upon, take, or use any of the Lands or Property of the *West Midland* Railway Company, or in any Manner alter, vary, or interfere with the *West Midland* Railway, or any of the Works appertaining thereto, save only so far as may be necessary for the Purpose of forming a Junction between the Railway fifthly herein-before described and the *West Midland* Railway, as shown on the Plans deposited as herein-before mentioned, and as may be otherwise mutually agreed upon, under the Provisions of this Act, between and by the Company on the one hand and the *West Midland* Railway Company on the other.

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

34. All Communications between the Railway fifthly herein-before described and the *West Midland* Railway, and all Openings in the Ledges and Flanches of the *West Midland* Railway for effecting any such Communication, shall be made and effected, at the Expense of the Company, in a substantial and workmanlike Manner, by means of Connection Rails and Points constructed and laid down under the Direction and Superintendence and to the reasonable Satisfaction of the Engineer for the Time being of the *West Midland* Railway Company, or of some Person duly authorized by them for that Purpose.

Company to be at the Expense of maintaining and watching the Points.

35. The Company shall from Time to Time and at all Times hereafter maintain and keep in good and proper Order and Condition the Switches, Points, and Crossings at the Places of Communication between the Railway fifthly herein-before described and the *West Midland* Railway, and shall at their sole Expense hire and employ proper and sufficient Persons to watch and regulate the same; or such Switches, Points, and Persons shall, at the Option of the *West Midland* Railway Company, be in the first instance so maintained, kept, hired, and employed by the *West Midland* Railway Company, in which Case the Company shall, on Demand, from Time to Time repay to such Company the Costs and Expenses thereby incurred by them.

Signals, &c. to be erected and maintained, and Persons appointed to prevent Danger at Points of Junction.

36. The Company shall, at their sole Expense, erect and from Time to Time and at all Times hereafter maintain such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, and other Servants as may be necessary for the Prevention of Damage to, or Detention of, or Interference with Traffic at or near the Junction between the Railway fifthly herein-before described and the *West Midland* Railway; or (at the Option of the *West Midland* Railway Company) such Signals, Works, and Conveniences may be erected, maintained, and altered, and such Watchmen, Pointsmen, and other Servants may be appointed and removed, by such Company, in which Case the Working and Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen,

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Pointsmen, and other Servants, shall belong exclusively to such Company; and all the Costs and Expenses during each Half Year of erecting and maintaining and altering such Signals, Works, and Conveniences, and of employing and paying such Watchmen, Pointsmen, and other Servants, shall, at the Expiration of each Half Year, be repaid by the Company to the *West Midland* Railway Company on Demand, and in default the Amount of such Costs and Expenses may be recovered from the Company in any Court of competent Jurisdiction.

37. After the Completion and Opening for public Traffic of the Branch Railways secondly and thirdly herein-before described, it shall not be incumbent on the Company to maintain and keep open for public Traffic so much of the said *Hampton* Branch as lies between the Two Points where the said proposed Branch Railways are intended to join the same in the Parish of *Shustoke* in the County of *Warwick*; but the Company may, if they think fit, retain the same, as Sidings or otherwise, for the general Purposes of their Undertaking.

After Completion and Opening of Branch Railways Company not compellable to keep certain Portion of Hampton Branch Railway open for public Traffic.

38. The Provisions of "The Lands Clauses Consolidation Act, 1845," with respect to Lands acquired by the Promoters of the Undertaking under the Provisions of this or the Special Act, or any Act incorporated therewith, but which shall not be required for the Purposes thereof, shall apply to such Part of the Lands on which the Portion of the *Hampton* Branch Railway lying between the Points mentioned in the last preceding Enactment is constructed, as may not be required by the Company for the Purposes of their Undertaking; and the prescribed Period in those Provisions referred to shall mean Ten Years from the Period when the said Portion of the *Hampton* Branch Railway, or any Part thereof, shall cease to be required by the Company for the Purposes of their Undertaking.

As to Sale of Lands on which Portion of Hampton Branch ceasing to be used for public Traffic is situate.

39. The Railway seventhly described in this Act, commencing by a Junction with the *Erewash Valley* Branch, and terminating in the Parish of *Teversall*, shall be made and maintained as a Railway for Passenger Traffic as well as for Mineral and Goods Traffic, and with proper and sufficient Station and other Accommodation for Passenger Traffic; and for ever after the Time when that Railway is opened for Passenger Traffic the Company shall run at least One Train, with proper and sufficient Accommodation for Passengers, daily (*Sundays* excepted), from each Terminus thereof to the other, and in communication with Trains running on the *Erewash Valley* Branch.

Railway herein named to be for Passengers as well as for Goods.

40. 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;

[*Local.*]

9 C

"With

Parts of Companies Clauses Act incorporated.

The Midland Railway (New Lines) Act, 1861.

- “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 borrowing of Money by the Company on Mort-
gage or Bond; and,
- “With respect to the Conversion of borrowed Money into Capital.”

Power to
create new
Capital.

41. 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 Three hundred and ninety thousand Pounds.

As to ;
Amount and
Issue of new
Shares.

42. 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.

Privileges
may be
attached to
new Shares.

43. 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 Midland Railway (New Lines) Act, 1861.

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.

44. The Terms and Conditions to 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.

Terms and Conditions on which Preference Shares issued to be stated on Certificates. New Shares, how to be offered to existing Shareholders.

45. 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.

46. 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.

Vesting or other Disposition of new Shares.

47. 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 Shares amongst 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.

Shares not accepted or unallotted to be disposed of by Company.

48. 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.

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

49. 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 of new Shares.

Qualifications

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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 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.

50. 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
Share-
holders.

51. This Act or anything therein contained shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend granted or assigned by the Company to any Shares or Stock before the passing of this Act, or conferred by any Act, or otherwise lawfully subsisting at the Time of the passing of this Act, or any Dividend on any *Midland* Mortgage Preference Shares or Stock, or any Payment in respect of *Midland* Annuities.

Calls.

52. 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.

53. 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 One hundred and twenty-seven thousand six hundred Pounds, in addition to the Sums which they are or may be authorized to borrow by any other Act or Acts of Parliament; and all and every Part of the Money to be raised under this Act shall be applied to the Purposes of this Act, and to no other Purpose.

54. All

The Midland Railway (New Lines) Act, 1861.

54. 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.

Former
Mortgages
to have
Priority.

55. 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 respectively made specially applicable.

Company
may apply
corporate
Funds to
Purposes of
Act.

56. Any Traffic destined to pass over the Railways fifthly and sixthly herein-before described, between any Part of the *West Midland* Railway lying within a District comprised within a Line drawn due East from *Evesham* to the Coast, and a Line drawn due South from *Evesham* to the Coast, and any Place on any other Part of the *West Midland* Railway, shall be carried by the Company over the Railways fifthly and sixthly herein-before described, at Rates and Charges not exceeding the Rates and Charges demanded or taken by the Company on any Part of their Railway for any other Traffic of the same Description which shall be carried by them over any Part of their Railway, unless such last-mentioned Rates and Charges shall be lower than the Rates and Charges demanded or taken by the *West Midland* Railway Company on any Portion of their Railway in respect of any particular Traffic destined to pass on any Part of the *Midland* Railway, in which Case the Rates and Charges payable to the Company in respect of such particular Traffic shall be the Rates and Charges so demanded and taken by the *West Midland* Railway Company in respect thereof, and so from Time to Time; and in regard of the Traffic first above mentioned, the Company shall afford the same Facilities, Advantages, and Accommodation in every respect for receiving, forwarding, and delivering the same, and for the Return of Carriages, Trucks, and other Vehicles, as shall be reasonably required by the *West Midland* Railway Company, or as shall be afforded by the Company to or for the Purposes of any other Traffic of the same Description on any Part of their Railways.

As to certain
Traffic of
the *West*
Midland
Railway
Company.

57. If the Company shall decline or refuse (after Notice given from the *West Midland* Railway Company) to observe any of the above Stipulations, any Complaint of the *West Midland* Railway Company thereupon shall from Time to Time be referred to an Arbitrator according to "The Railways Clauses Consolidation Act, 1845;" and if such Arbitrator shall be of opinion that such Complaint is well founded, he may give such Orders and Directions in the Matter as in his Opinion shall be fit and proper for the Removal of such Complaint; and if the Company shall decline or refuse to obey any such Order or Direction, then, upon Proof of the Fact to the Satisfaction of such Arbitrator, the *West Midland*

Provision in
case Com-
pany refuse
to facilitate
Traffic to
West Mid-
land Rail-
way.

[Local.]

9 D

Railway

The Midland Railway (New Lines) Act, 1861.

Railway Company shall be entitled thenceforth to use, with Engines, Carriages, and otherwise, the Railways fifthly and sixthly herein-before described, and any Station thereon, and all the Works and Conveniences thereof or connected therewith, on such Terms and Conditions in every respect as shall be settled by Arbitration, in case of Dispute, according to "The Railways Clauses Consolidation Act, 1845;" and such Arbitrator shall be at liberty to make an Award on any Part of the Matters referred to him from Time to Time.

As to certain Traffic between Evesham and Malvern.

58. And whereas an Agreement has been entered into between the Company and the *West Midland Railway Company* in respect of Traffic between *Evesham* and *Malvern* passing or to pass over the Railways fifthly and sixthly by this Act authorized: Therefore, in pursuance of such Agreement, the Company shall account for and pay over to the *West Midland Railway Company* any Sums of Money received by the Company in respect of the Conveyance of such Traffic over the Railways fifthly and sixthly by this Act authorized and the *Tewkesbury Branch* of the *Midland Railway* between *Evesham* and the *Tewkesbury and Malvern Railway*, less an Allowance to the Company of Thirty *per Centum* for Working Expenses.

Arrangement between the Company and the *Manchester, Sheffield, and Lincolnshire Railway Company* for Interchange of Mineral Traffic to be carried into effect.

59. And whereas an Arrangement has been come to between the Company and the *Manchester, Sheffield, and Lincolnshire Railway Company* for the free Interchange of Mineral Traffic, and the Terms of that Arrangement are set forth in the Schedule to this Act, and it is expedient that effect be given thereto (so far as the same remain to be performed): Therefore that Arrangement, as set forth in the Schedule to this Act, is hereby confirmed, and the Company and the *Manchester, Sheffield, and Lincolnshire Railway Company* may and shall carry the same into effect accordingly; and all Differences, Questions, and Matters thereby directed to be settled by Arbitration shall, when and as the same arise, be so settled in the Manner provided by "The Railway Companies Arbitration Act, 1859," and as if the said Two Companies had agreed to refer and had referred the same to Two Arbitrators, in accordance with that Act; and all the Clauses and Provisions of that Act shall be applicable thereto accordingly.

Interest not to be paid on Calls paid up.

60. 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.

61. The

The Midland Railway (New Lines) Act, 1861.

61. 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.

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

62. 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.

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

63. 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.

Expenses of Act.

The Midland Railway (New Lines) Act, 1861.

The SCHEDULE to which the foregoing Act refers.

HEADS of ARRANGEMENT between the Midland and Manchester, Sheffield and Lincolnshire Companies for a free Interchange of Mineral Traffic.

1. Through Rates for Mineral Traffic (Coke, Coals, Lime, Limestone, and Ironstone) to be arranged between the Midland and Manchester, Sheffield and Lincolnshire Companies between all Places on the Two Systems proper.

2. The Rates to be such as may be necessary to develop the Traffic arising upon and destined for any Place upon the Two Systems proper, and as may be mutually agreed upon, or, failing Agreement, to be settled by Arbitration.

3. The Receipts from the Traffic to be divided by Mileage, with an Allowance as between the Companies of Twopence per Ton at each End for Ironstone, and Threepence for Coal, Coke, Lime, and Limestone.

4. With regard to the new Branch connecting the Two Railways near Woodhouse Mill (being the Railway eighthly herein-before described), all new Sidings to be made by the Two Companies at the Junctions, or as near the Junctions as can conveniently be done, for the proper Interchange of Traffic; the Midland Company to allow the Manchester, Sheffield, and Lincolnshire Company to run over the new Branch to the Sidings to be provided upon the Midland Line; and the Manchester, Sheffield, and Lincolnshire Company to allow the Midland Company to run over their Line to the Sidings to be provided on the Sheffield Line. Each Company to provide its own Sidings.

5. The Manchester, Sheffield, and Lincolnshire Company to withdraw their Bill for making a Line from Shireoaks to Staveley.

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