



ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

Cap. cccxxxv.

An Act for conferring additional Powers on the *Midland* Railway Company for the Construction of Works, and otherwise in relation to their own Undertaking and the Undertakings of other Companies ; and for other Purposes.

[5th July 1865.]

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

(1.) A Railway to commence in the Parish of *Breedon-on-the-Hill* in the County of *Leicester* by a Junction with the Railway first described in and authorized by "The *Midland* Railway (New Lines and Additional Powers) Act, 1864," and to terminate in the Parish of *Ashby-de-la-Zouch* in the same County by a Junction with the *Leicester and Burton* Line of the *Midland* Railway :

(2.) A Railway to commence in the Township of *Long Eaton* in the Parish of *Sawley* in the County of *Derby* by a Junction with the Main Line of the *Midland* Railway, and to

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terminate

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terminate by a Junction with the Railway first described in and authorized by "The *Midland Railway (New Lines and Additional Powers) Act, 1864*," in the Parish of *Weston-upon-Trent* in the same County :

- (3.) A Railway to commence in the Parish of *Duffield* in the County of *Derby* by a Junction with the *Midland Railway*, and to terminate in the Parish of *Selston* in the County of *Nottingham* by a Junction with the *Erewash Valley Line* of the *Midland Railway* :
- (6.) A Railway to commence in the Township of *Ardwick* in the Parish of *Manchester* in the County of *Lancaster* by a Junction with the *Manchester, Sheffield, and Lincolnshire Railway*, and to terminate in the City and Parish of *Manchester* :
- (7.) A Railway to be wholly situate in the Township and Parish of *Lenton* in the County and Town and County of the Town of *Nottingham* or One of them, to commence by a Junction with the *Midland Railway*, and to terminate by a Junction with the *Nottingham and Mansfield Branch* of the *Midland Railway* :
- (8.) A Railway to commence in the Parish of *Kelham* in the County of *Nottingham* by a Junction with the *Midland Railway*, and to terminate in the Parish of *Newark-upon-Trent* in the same County by a Junction with the *Great Northern Railway* :
- (9.) A Railway to commence in the Parish of *Iron Acton* in the County of *Gloucester* by a Junction with the Railway secondly described in and authorized by "The *Midland Railway (Bath and Thornbury Lines) Act, 1864*," and to terminate in the Parish of *Frampton Cotterell* in the same County :
- (10.) A Railway to commence in the Parish of *Morton* in the County of *Derby* by a Junction with the *Midland Railway*, and to terminate in the Parish of *North Wingfield* in the same County :
- (11.) A Railway to commence in the Parish of *Morton* in the County of *Derby* by a Junction with the *Midland Railway*, and to terminate in the Parish of *Shirland* in the same County :
- (12.) A Railway to commence in the Parish of *Spondon* in the County of *Derby* by a Junction with the *Midland Railway*, and to terminate in the Township of *Litchurch* in the Parish of *Saint Peter, Derby*, in the same County by a Junction with the *Midland Railway* :
- (13.) A Railway to be wholly situate in the Parish of *Saint Pancras* in the County of *Middlesex*, to commence by a Junction
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with the *Midland Railway* authorized by "The *Midland Railway (Extension to London)* Act, 1863," and to terminate in the Yard of the Goods Station of the *Midland Railway* near to and Westward of the Goods Warehouse :

- (15.) A Railway to be wholly situate in the Parish of *Great Malvern* in the County of *Worcester* (being Part of the Railway delineated on the deposited Plans and Sections, and thereon designated Railway No. 16.), to commence by a Junction with the *Tewkesbury and Malvern Railway*, and to terminate on *Malvern Common* between the Mark on the same Plans denoting One Furlong and the Mark thereon denoting Two Furlongs :

And whereas it is expedient that the Company should be empowered to alter the Line and Levels of their Railway in the Parish of *Saint Mary* in the County of *Nottingham* and Town and County of the Town of *Nottingham*, or One of them, and to acquire and stop up and discontinue and appropriate to the Purposes of their Undertaking the Site of the *West Croft Branch Canal* and certain Land adjoining thereto, and that the Corporation of *Nottingham* should be empowered to make Arrangements with reference to the Transfer thereof to the Company: And whereas it is expedient that the Company should be empowered to acquire and hold as Part of their Undertaking certain Railways situate in the Township and Parish of *Staveley* in the County of *Derby*, and belonging or reputed to belong to the *Staveley Iron and Coal Company, Limited*, and all or any Estate or Interest in the Lands on which the same respectively are constructed, and all Stations, Works, and Conveniences connected therewith: And whereas it is expedient that the Company should be empowered to make Two new Roads in the Parish of *Hendon* in the County of *Middlesex*, and to stop up and discontinue as public Thoroughfares and appropriate to the Purposes of their Undertaking the Sites or Portions of the Sites of the Road in the said Parish of *Hendon* leading from *Clitterhouse Farm* South-westwards to the *Edgeware Road*, and the Road or reputed Road in the said Parish called *Clitterhouse Green Lane*: And whereas it is expedient that the Company should be empowered to widen *Watson Street* in the Township and Parish of *Manchester*, and to make a new Street in continuation of *Watson Street* from its Termination at *Baker Street* to *Travis Street*: And whereas it is expedient that the Company should be empowered to construct a Road in the Township of *Snibstone* in the Parish of *Whitwick* in the County of *Leicester*, and that the Use as a Thoroughfare and for all Purposes of so much of the Occupation Road leading from *Mantel Lane* to the *Snibstone Colliery* as lies between the Fences of and crosses the said Railway should be prohibited: And whereas it is also expedient that the Company should be empowered to make a Diversion of or Alteration in the Road

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in the Out-Parish of *Saint Philip and Jacob* in the City and County of *Bristol* called *Barton Road*: And whereas it is expedient that the Company should be empowered to acquire certain Lands and Buildings in the Township and Parish of *Bradford* in the West Riding of the County of *York*, situate between *School Street* and *Canal Road*, and to make in and over such Lands a new Street leading from *School Street* to *Canal Road*, and to stop up, discontinue, and appropriate to the Purposes of their Undertaking the Street or Road in the said Township and Parish called *Commercial Street*, and also the Footpath in the same Township and Parish leading from *School Street* to *Canal Road*, and also that the Company should be empowered to cover over so much of the *Bradford* Beck as extends from the Company's Passenger Station at *Bradford* to *Mill Street*, and to appropriate to Station and other Purposes the Space over the said Beck when so covered over, and also to remove the Sluice which dams up the Water of the *Bradford* Beck near the Company's Station in the said Township and Parish of *Bradford*: And whereas it is expedient that the Company should be empowered to substitute open Cutting for Tunnelling between the Point where the *Birmingham and Bristol* Line of the *Midland* Railway passes under the public Highway leading from *Moseley Wake Green* to *Birmingham* in the Village of *Moseley* in the Parish of *King's Norton* in the County of *Worcester* and the Northern End of the existing Tunnelling or covered Way over the said *Midland* Railway in the same Parish: And whereas it is also expedient that the Company should be empowered to convert into open Cutting the existing Tunnel by which the *Midland* Railway now passes through certain Lands in the Township of *Heage* in the Parish of *Duffield* in the County of *Derby*: And whereas it is expedient that the Company should be empowered to purchase by Compulsion or Agreement for Purposes connected with their Undertaking the Lands and Houses following, or some of them; (that is to say,)

Certain Lands and Houses in the Township and Parish and the City of *Manchester* situate and lying between and in the Area described by *Mount Street*, *Phæbe Street*, *Arundel Street*, *Saint Andrew's Square*, *Travis Street*, *Morville Street*, *Dearden Street*, *Baker Street*, *Watson Street*, *Great Ancoats Street*, and *Ancoats Hollow*, including the Sites of the Streets or Parts of Streets, Passages, and Thoroughfares lying within the Limits hereinbefore described, freed and discharged from all Rights of Passage or Thoroughfare through or along the same:

Certain Lands and Houses in the Parish of *Bromsgrove* in the County of *Worcester*, adjoining or near to the North-western Side of *Blackwell* Station on the *Birmingham and Bristol* Line of the *Midland* Railway, and abutting at the Northern End thereof upon the Southern Side of a certain Highway leading from *Halesowen* and the *Lickey* to *Tardebigg* and *Redditch*:

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Certain Lands and Houses in the Parish of *Tardebigg* in the County of *Worcester* lying on the South-east Side of the *Midland* Railway, and abutting on the North-east Side of the Highway leading from *Halesowen* to *Tardebigg* :

Certain Lands and Houses in the Parish of *Stoke Prior* in the County of *Worcester* adjoining and on the North-western Side of the *Birmingham and Bristol* Line of the *Midland* Railway, and adjoining the Coal Yard at or near the *Bromsgrove* Station of that Railway :

Certain Lands and Houses in the Township and Parish of *Keighley* in the West Riding of the County of *York* adjoining and on the North-eastern Side of the *Midland* Railway at or near the *Keighley* Station, and abutting on the North-eastern Side of *Lawcombe Lane* :

Certain Lands and Houses in the Township of *Holbeck* in the Parish of *Leeds* in the West Riding of the County of *York*, bounded on the East by the *Midland* Railway, on the South by a Road or public Highway called *Nineveh Lane*, on the West by another Road or public Highway called *Denison's Row*, and on the North by *Commercial Road*; also certain Lands and Houses in the same Township and Parish bounded on the West by the *Midland* Railway, on the North-east by the *Springfield Mill*, and on the South-west by Lands lying behind *Providence Place*; also certain Lands and Houses in the same Township and Parish bounded on the West by the *Midland* Railway, on the North-west by a Road or public Highway called *Water Lane*, and on the North and East by *Springfield Mill*; also certain other Lands and Houses in the same Township and Parish bounded on the North-west by the *Midland* Railway, on the North by an Occupation Road leading from *Whitehall* to *Water Lane*, and on the South and South-east by the *Holbeck* and *Water Lane*; also certain other Lands and Houses in the same Township and Parish bounded on the North-west by the *Midland* Railway, on the South by the said Occupation Road leading from *Whitehall Place* to *Water Lane*, on the East by the *Globe Foundry*, and on the North by the *Leeds and Liverpool* Canal, and a Footpath leading out of *Whitehall Place* in an Easterly Direction; also certain other Lands and Houses in the same Township and Parish bounded on the North by the said Canal and Footpath, on the South-east by the *Midland* Railway, and on the South-west by Land belonging to the *Monk Bridge* Iron Company; also certain other Lands and Houses in the same Township and Parish, bounded on the North and North-west by the River *Aire*, on the North-east by Land belonging to the *Midland* Railway Company, on the South and South-west by the Towing-path of the *Leeds and Liverpool* Canal, and on the North-west by the *Whitehall Road* :

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Certain Lands and Houses in the Township and Parish of *North Wingfield* in the County of *Derby* adjoining and on the Western Side of the *Midland* Railway near to and adjoining the *Clay Cross* Station, and abutting upon the Northern Side of a certain Highway leading from *Tupton* to *North Wingfield* :

Certain Lands and Houses in the Township of *Heage* in the Parish of *Duffield* in the County of *Derby*, bounded on the South-west by the Turnpike Road from *Derby* to *Matlock*, on the North-east by the Highway leading from *Heage* into the said Turnpike Road, and on the North-west by the *Midland* Railway ; and also certain Lands and Houses in the same Township and Parish bounded on the West by the *Midland* Railway, on the North by the River *Amber*, on the East by the Turnpike Road from *Derby* to *Chesterfield*, and on the South by an Occupation Road leading out of the said Turnpike Road to and across the *Midland* Railway ; also certain Lands and Houses in the same Township and Parish lying on and adjoining the East and West Sides of the *Midland* Railway, and abutting on the South-west to the Highway leading from *Heage* into the Turnpike Road from *Derby* to *Matlock*, and abutting on the North-east on the *Ambergate* Goods Station of the *Midland* Railway, and extending on the South-east Side of that Railway Fifteen Chains or thereabouts in a North-easterly Direction from the said Highway leading from *Heage* into the Turnpike Road from *Derby* to *Matlock* :

Certain Lands and Houses in the Township of *Swinton* and Parish of *Wath-upon-Deane* in the West Riding of the County of *York* adjoining and on the Western Side of the *Midland* Railway leading from *Derby* to *Leeds*, and abutting upon the Southern and South-western Sides of the *Swinton* Station Yard of the *Midland* Railway :

Certain Lands and Houses in the Township of *Burton Extra* and *Burton-upon-Trent* and in the Parish of *Burton-upon-Trent* in the County of *Stafford*, adjoining and on the Western Side of the *Midland* Railway, and lying between certain Streets or Highways called or known by the Names of *Moor Street* and *Derby Lane* :

Certain Lands and Houses in the Parish of *Eckington* in the County of *Derby*, adjoining the Western Side of the *Midland* Railway and the Southern Sides of the *Eckington* Station Yard of that Railway, and bounded on the Eastern Side by the *Chesterfield* Canal, and abutting upon the South-western Side of the *Sheffield and Clown* Turnpike Road :

Certain Lands and Houses in the Parish of *King's Norton* in the County of *Worcester* adjoining the *Birmingham and Bristol* Line of the *Midland* Railway near to the existing Tunnel or covered Way over the same at *Moseley*, and on the Westward Side of such Tunnel :

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Certain Lands and Houses situate in the Out-Parish of *St. Philip and Jacob* in the City and County of *Bristol*, and bounded on the North by Lands of the *Midland Railway Company*, on the South-east by the Lower Yard Branch of the *Midland Railway*, on the South by *York Street* and *Barton Road*, and on the West by *Whipping-Cat Hill*; with Power to stop up, alter, and divert so much of *Barton Road* as lies between the Junction thereof with *Whipping-Cat Hill* and *Union Road*; and also with Power to appropriate for Station and other Purposes the Site of so much of such Road as is intended to be stopped up, altered, and diverted:

Certain Lands and Houses in the Parish of *Spondon* in the County of *Derby*, adjoining and on the Northern Side of the *Midland Railway*, and lying between the said Railway and the *Derby Canal*, and abutting upon the Western Side of a certain Road which crosses the said Railway on the Level near to the *Spondon Station*:

Certain Lands and Houses in the Parish of *Ockbrook* in the County of *Derby*, adjoining and on the Southern Side of the *Midland Railway*, and abutting upon the Western and Northern Sides of a public Bridle and Occupation Road which crosses over the said Railway by a Bridge about Five Chains on the Western Side of the *Borrowash Station*:

Certain Lands and Houses in the Parish of *Saint Margaret* in the Borough of *Leicester* in the County of *Leicester*, adjoining and on the Eastern and Western Sides of the *Midland Railway*, and abutting upon the Southern Side of the Turnpike Road leading from *Leicester* to *Uppingham*, with Power to stop up and discontinue all Footpaths, Thoroughfares, and Rights of Way over the said Lands or any of them; also certain Lands and Houses in the Parish of *Saint Mary, Leicester*, in the County of *Leicester*, adjoining and on the South-eastern Side of the *Midland Railway*, and lying between *Regent Street* and the *Leicester Cemetery Burial Ground*:

Certain Lands and Houses in the Parish of *Saint Margaret* in the Borough of *Leicester* in the County of *Leicester*, abutting on the Western Side of the *Midland Railway*, the Southern Side of the *Willow Brook*, and the Northern Side of the Turnpike Road leading from *Leicester* to *Uppingham*:

Certain Lands and Houses in the Parish of *Saint Margaret* in the Borough of *Leicester* in the County of *Leicester*, abutting and on the Eastern Side of the *Midland Railway* and the Northern Side of the Turnpike Road leading from *Leicester* to *Uppingham*:

Certain Lands and Houses in the Parish of *Saint Margaret* in the Borough of *Leicester* in the County of *Leicester*, abutting and
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on the Northern Side of *Campbell Street* and the Western Side of *Fox Street* :

Certain Lands and Houses in the Parish of *Saint Margaret* in the Borough of *Leicester* in the County of *Leicester*, abutting and on the Eastern Side of *Fox Street*, the Western Side of the *Midland Railway*, and the Northern Side of a certain Street leading from *Fox Street* to the Workhouse :

Certain Lands and Houses in the Parish of *Saint Pancras* in the County of *Middlesex*, lying between the Westerly Side of *King's Road* and the Easterly Boundary of the Land and Premises of the Royal Veterinary College, and extending from the Junction of *King's Road* with *Crowndale Road* to *College Grove* :

Certain Lands and Houses in the Parish of *Hendon* in the County of *Middlesex*, between the Turnpike Road leading from *London* to *Edgware*, the River *Brent*, and the *Brent Reservoir* of the *Regent's Canal Company*, a Road called *Child's Hill Lane*, leading out of the said Turnpike Road in an Easterly Direction, and a Road called *Sheer Hall Lane*, and a Line drawn in a Southerly Direction from *Clitterhouse Farm* to *Main's Farm* ; with Power to stop up and discontinue all Footpaths, Thoroughfares, and Rights of Way over the said Lands or any of them :

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 such 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 should be empowered to abandon the Construction of so much of the Railway thirdly described in and authorized by "The *Midland Railway (New Lines and Additional Powers) Act, 1863*," as is situate between its Junction with the *Midland Railway* in the Parish of *Staveley* and its crossing of the *Staveley Colliery Railway* : And whereas it is expedient that so much of "The *Midland Railway and Burton-upon-Trent Bridge Act, 1859*," as prohibits the Use across a certain Road numbered 55 in the Parish of *Burton-upon-Trent* on the deposited Plans referred to in the said Act of the Railway thereby authorized with Engines or Carriages propelled by Steam or Atmospheric Agency, or drawn by Ropes in connexion with Stationary Engines, and also so much of "The *Midland Railway (Burton Branches) Act, 1860*," as prohibits the Use across a certain Road numbered 100 in the same Parish on the deposited Plans referred to in such last-mentioned Act of the Railway thereby authorized with Engines or Carriages propelled by Steam or Atmospheric Agency, or drawn by Ropes in connexion with Stationary Engines, should respectively be repealed : And whereas it is expedient that the Com-

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pany 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* Short Title.
Railway (New Lines and Additional Powers) Act, 1865."

2. "The Lands Clauses Consolidation Act, 1845," "The Lands 8 & 9 Vict.
Clauses Consolidation Acts Amendment Act, 1860," and "The cc. 18. & 20.,
Railways Clauses Consolidation Act, 1845," and also Part I. (relating 23 & 24 Vict.
to the Construction of a Railway) of "The Railways Clauses Act, c. 106., and
1863," and Part II. (relating to additional Capital) of "The Com- 26 & 27 Vict.
panies Clauses Act, 1863," so far as the Provisions of the same cc. 92. & 118.
respectively are applicable to the Purposes of and are not altered incorporated.
or varied by this Act, shall be incorporated with and form Part of
this Act.

3. In construing, in connexion with this Act, "The Railways Definition
Clauses Consolidation Act, 1845," the Term "Parish Clerks" in that of Term
Act, as regards those Parishes in which by the Standing Orders of "Parish
each House of Parliament Plans, Sections, and other Documents are Clerks."
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.

4. Except as is by this Act otherwise provided, the several Words Same Mean-
and Expressions to which in the Acts incorporated wholly or partially ings to Words
with this Act Meanings are assigned shall have in this Act the same in incorpo-
respective Meanings, unless excluded by the Subject or Context. rated Acts as
in this Act.

5. The Expression "Superior Courts" or "Court of competent Interpret-
Jurisdiction," or any other like Expression in this Act or any Act tion of
incorporated herewith, shall be read and have Effect as if the Debt or Terms.
Demand with respect to which the Expression is used were a
common Simple Contract Debt, and not a Debt or Demand created
by Statute.

6. The following Provisions of "The Companies Clauses Consoli- Parts of
dation Act, 1845," are incorporated with this Act; (that is to say,) 8 & 9 Vict.
c. 16. incor-
"With respect to the Transfer or Transmission of Shares;" porated.

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- “ With respect to the Payment of Subscriptions, and the Means of
“ enforcing the Payment of Calls ;”
- “ With respect to the Forfeiture of Shares for Nonpayment of
“ Calls ;”
- “ With respect to the Consolidation of Shares into Stock ;”
- “ With respect to the Remedies of Creditors of the Company
“ against the Shareholders ;”
- “ With respect to the borrowing of Money by the Company on
“ Mortgage or Bond ;”
- “ With respect to the Conversion of borrowed Money into Capital ;”
and
- “ With respect to the Provision to be made for affording Access to
“ the Special Act by all Parties interested.”

Power to
create new
Capital by
new Shares.

7. 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 million 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.

As to
Amount and
Issue of new
Shares.

8. 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.

Shares not
to issue until
One Fifth
paid up.

9. 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
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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.

10. 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.

Votes in respect of new Shares.

11. 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).

Shares of same Class to have like Privileges.

12. 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.

Vesting or other Disposition of new Shares.

13. 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.

Shares not accepted may be disposed of by Company.

14. 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.

Qualification of new Shares.

15. 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.

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

16. This

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Saving
Rights of
existing
Preference
Sharehol-
ders.

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

17. 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 or 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 One Half of such Capital has been paid up, 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 that such Persons or their Assigns are legally liable for the same, 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 Three hundred and thirty-three 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 Pri-
ority.

18. 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.

19. 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
take Lands.

20. 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 and appropriate 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 that the Company shall not take any of the Lands in the said Parish of *Hendon* delineated on the deposited Plan relating thereto which are Eastward of a Line marked C. D. on a Copy of the said Plan signed by *John Watlington Perry Watlington* Esquire, the Chairman of the Committee of the
House

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House, of Commons to whom this Act as a Bill was referred, or Eastward of the new Road from *Clitterhouse Farm* to *Child's Hill Lane* by this Act authorized, also marked on the said Copy of the said Plan, other than and except so much and such Parts of the Lands so delineated as may be necessary for the Construction of the proposed new Roads respectively as shown upon such Plan; and provided also, that, except in the Exercise of the Powers granted to the Company by "The *Midland Railway (Extension to London) Act, 1863*," the Company shall not enter upon, take, or use any Part of the said Lands in the Parish of *Hendon* delineated on the said Plan which are Westward of the said Line marked C. D. and of the proposed new Road from *Clitterhouse Farm* to *Child's Hill Lane*, and numbered on the said Plan 44 to 56, both inclusive, 61, 62, 63, 65, 74, 76, to 92, both inclusive, until they shall either have obtained the Consent in Writing to such Purchase of the respective Owners, Lessees, and Occupiers of the Lands and Houses numbered on the deposited Plan 3 to 43 inclusive in the said Parish of *Hendon*, or shall, at the Option of the Company, have purchased, under the Powers of this Act, those last-mentioned respective Lands and Houses: Provided also, that the Company shall not, without the Consent of the *Great Western Railway Company* signified in Writing under their Common Seal, enter upon, take, or use any of the Lands in the Parish of *Great Malvern* which are delineated on that Part of the deposited Plans designated as the Plan of Railway No. 16. which are situate to the North or East of the North-east End of *Malvern Common*.

21. The Plan signed by *John Watlington Perry Watlington Esquire*, referred to in the last preceding Section of this Act, shall, within One Calendar Month after the passing of this Act, be deposited with the Clerk of the Peace for the County of *Middlesex*, and all the Provisions of the Public General Act, 1 *Victoria*, Chapter 83, shall extend and apply thereto.

Plan to be deposited with Clerk of the Peace for Middlesex.

22. The Company shall not, without the Consent in Writing of the *Manchester, Sheffield, and Lincolnshire Railway Company* under their Common Seal, take for the Purposes of this Act more of the Land of that Company in the Parish of *Manchester* than shall be required for the Construction and Maintenance of Four Lines of Railway.

Restriction as to Land of Manchester, Sheffield, and Lincolnshire Railway Company which may be taken.

23. It shall not be lawful for the Company, under the Powers of this Act, to enter upon, take, use, or interfere with the Lands or Property of the *Hopton Wood Stone Company, Limited*, numbered 29 to 54 inclusive, in the Parish of *Duffield* in the County of *Derby*, on the deposited Plans referred to in this Act, without the Consent in Writing of that Company under their Common Seal first had and obtained.

Not to take Lands of the Hopton Wood Stone Company, Limited, without their Consent.

[*Local.*]

60 L

24. Provided

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Saving
Messrs.
Wade's Pro-
perty.

24. Provided always, That the Company shall not purchase, take, or use, otherwise than by Agreement, any Land belonging to *Joseph Wade* and *Edward Hirst Wade* of *Bradford* aforesaid, Worsted Spinners.

Powers for
compulsory
Purchases
limited.

25. 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.

Lands for ex-
traordinary
Purposes.

26. 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."

Lodging
Houses not
to be taken
without No-
tice given.

27. The Company shall, not less than Eight Weeks before they take in any Parish Houses amounting to Fifteen in Number or more occupied either wholly or partially by Persons belonging to the Labouring Classes as Tenants or Lodgers, make known their Intention to take the same by Placards, Handbills, or other general Notice placed in public View upon or within a reasonable Distance from such Houses; and the Company shall not take any such Houses until they have obtained the Certificate of a Justice that it has been proved to his Satisfaction that the Company have made known their Intention to take the same in manner herein-before required.

Power to
make Rail-
ways, &c.

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

(1.) A Railway to commence in the Parish of *Breedon-on-the-Hill* in the County of *Leicester* by a Junction with the Railway first described in and authorized by "The *Midland Railway* (New Lines and Additional Powers) Act, 1864," at the Termination thereof in the said Parish of *Breedon-on-the-Hill*, and to terminate in the Parish of *Ashby-de-la-Zouch* in the County of *Leicester* by a Junction with the *Leicester and Burton* Line of the *Midland Railway* :

(2.) A Railway to commence in the Township of *Long Eaton* in the Parish of *Sawley* in the County of *Derby* by a Junction with the Main Line of the *Midland Railway* near to the *Sheet Stores* Junction on that Railway, and to terminate by a Junction with the Railway first described in and authorized by "The *Midland Railway* (New Lines and Additional Powers,

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Powers) Act, 1864," in the Parish of *Weston-upon-Trent* in the same County :

- (3.) A Railway to commence in the Parish of *Duffield* and Township of *Heage* in the County of *Derby* by a Junction with the *Midland* Railway, and to terminate in the Parish of *Selston* in the County of *Nottingham* by a Junction with the *Erewash Valley* Line of the *Midland* Railway :
- (6.) A Railway to commence in the Township of *Ardwick* in the Parish of *Manchester* in the County of *Lancaster* by a Junction with the *Manchester, Sheffield, and Lincolnshire* Railway, and to terminate in the City and Parish of *Manchester* at or near the Junction of *Watson Street* and *Great Ancoats Street* :
- (7.) A Railway to be wholly situate in the Township and Parish of *Lenton* in the County and Town and County of the Town of *Nottingham*, or One of them, to commence by a Junction with the *Midland* Railway, and to terminate by a Junction with the *Nottingham and Mansfield* Branch of the *Midland* Railway :
- (8.) A Railway to commence in the Parish of *Kelham* in the County of *Nottingham* by a Junction with the *Midland* Railway near the *Newark* Station of that Railway, and to terminate in the Parish of *Newark-upon-Trent* in the said County of *Nottingham* by a Junction with the *Great Northern* Railway :
- (9.) A Railway to commence in the Parish of *Iron Acton* in the County of *Gloucester* by a Junction with the Railway secondly described in and authorized by "The *Midland* Railway (*Bath and Thornbury* Lines) Act, 1864," and to terminate in the Parish of *Frampton Cottrell* in the said County of *Gloucester* :
- (10.) A Railway to commence in the Parish of *Morton* in the County of *Derby* by a Junction with the *Midland* Railway, and to terminate in the Township of *Pilsley* in the Parish of *North Wingfield* in the same County :
- (11.) A Railway to commence in the Parish of *Morton* in the County of *Derby* by a Junction with the *Midland* Railway, and to terminate in the Parish of *Shirland* in the same County :
- (12.) A Railway to commence in the Parish of *Spondon* in the County of *Derby* by a Junction with the *Midland* Railway, and to terminate in the Township of *Litchurch* in the Parish of *Saint Peter, Derby*, in the County of *Derby*, by a Junction with the *Midland* Railway :
- (13.) A Railway to be wholly situate in the Parish of *Saint Pancras* in the County of *Middlesex*, to commence by a
Junction

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Junction with the *Midland* Railway authorized by "The *Midland* Railway (Extension to *London*) Act, 1863," near to a Place called *Camden Mews South*, and to terminate in the Yard of the Goods Station of the *Midland* Railway :

- (15.) A Railway to be wholly situate in the Parish of *Great Malvern* in the County of *Worcester* (being Part of the Railway delineated on the deposited Plans and Sections and thereon designated Railway No. 16.), to commence by a Junction with the *Tewkesbury and Malvern* Railway, and to terminate on *Malvern Common* between the Mark on the same Plans denoting One Furlong and the Mark thereon denoting Two Furlongs :

An Alteration in the Line and Levels of the *Midland* Railway in the Parish of *Saint Mary* in the County of *Nottingham* and Town and County of the Town of *Nottingham*, or One of them, from the Western End of the *Nottingham* Passenger Station for a Distance of Four hundred Yards or thereabouts in a Westerly Direction :

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*.

Period for
Completion
of Railways.

29. The new Railways and Works 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 respectively as shall then be completed.

Penalty if
Railways not
completed
and opened
within Time
limited.

30. If the new Railways by this Act authorized are not completed and opened for public Traffic within the Period 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 Period so limited until the same 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 Railways 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.

Power to ac-
quire certain
Railways at
Staveley.

31. The Company may acquire, by Compulsion or Agreement, the Railways following, and all or any Estate or Interest in the Lands on

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on which the same respectively are constructed, and all Stations, Works, and Conveniences connected therewith; (that is to say,)

A Railway wholly in the Township and Parish of *Staveley* in the County of *Derby*, commencing by a Junction with the *Midland* Railway at or near the *Staveley* Station of that Railway, and terminating at or near the *Springwell* Coal Pit, belonging to the *Staveley* Iron and Coal Company, Limited:

A Railway wholly in the Township and Parish of *Staveley* in the County of *Derby*, commencing by a Junction with the *Midland* Railway at or near the *Staveley* Station of that Railway, and terminating at or near the *Speedwell* Coal Pit, belonging to the *Staveley* Iron and Coal Company, Limited:

A Railway wholly in the Township and Parish of *Staveley* in the County of *Derby*, commencing by a Junction with the lastly described Railway at or near the *Speedwell* Junction of the *Staveley* Iron and Coal Company, Limited, and terminating at or near the *Seymour* Coal Pit of the same Company:

And the said Railways and Works, when so acquired by the Company, 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 before-mentioned Act (Local and Personal) of the Seventh and Eighth of *Victoria*, Chapter Eighteen.

32. 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 to make and maintain the Railways by this Act authorized to be constructed and acquired by them 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,)

Power to cross certain Roads on the Level.

| No. on Plan. | Parish. | Description of Road. |
|--------------------|----------------------------|---------------------------|
| RAILWAY No. 1. | | |
| 18 | Ashby-de-la-Zouch - - - - | Disused Road. |
| 29 | Ashby-de-la-Zouch - - - - | Turnpike Road and Street. |
| 37 | Ashby-de-la-Zouch - - - - | Public Road. |
| RAILWAY No. 2. | | |
| 16 | Sawley - - - - | Public Road. |
| RAILWAY No. 9. | | |
| 54 | Iron Acton - - - - | Public Road. |
| 13 | Frampton Cotterell - - - - | Public Road. |
| STAVELEY RAILWAYS. | | |
| 2 | Staveley - - - - | Public Road. |
| 50 | Staveley - - - - | Public Road. |
| 67 | Staveley - - - - | Public Road. |

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Regulating
Inclination
of certain
Roads.

33. 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. | Parish. | Description of Road. | Intended Inclination. |
|----------------|---------------------|----------------------|-----------------------------------------------|
| RAILWAY No. 1. | | | |
| 7 | Breedon on the Hill | Turnpike Road | 1 in 20 on one Side and 1 in 30 on the other. |
| 22 | Breedon on the Hill | Turnpike Road | 1 in 25 on one Side and 1 in 30 on the other. |
| 49 | Breedon on the Hill | Public Road | 1 in 20 on one Side and 1 in 16 on the other. |
| 72 | Breedon on the Hill | Public Road | 1 in 20 on one Side and 1 in 16 on the other. |
| RAILWAY No. 3. | | | |
| 52 | Pentrich | Public Road | 1 in 17 on one Side and level on the other. |

Height of
Arch for carrying
Railway over certain
Road.

34. In carrying the Railway No. 2. over the public Road numbered on the deposited Plans 5 in the Parish of *Lockington* the Company may make the Arch for carrying the Railway over that Road of such Height as the Company think fit, not being less than Twelve Feet.

Execution of
Works of
Railway
under North
London Rail-
way and
under the
Sidings and
Works be-
longing to
the London
and North-
western
Railway
Company.

35. And whereas the Railway authorized by this Act is intended to pass under the *North London* Railway, and also under certain Sidings and Works adjoining to such Railway and belonging to the *London and North-western* Railway Company: Therefore all the Works in and upon or under the Lands of the *North London* and *London and North-western* Railway Companies respectively for the Purposes of carrying the Railway under the Railway and Sidings of those Companies shall be executed under the Superintendence and to the reasonable Satisfaction in all respects of the Engineers of the *North London* and *London and North-western* Railway Companies respectively, 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 *North London* Railway and the Sidings and Works of the *London and North-western* Railway Company, and so as to leave undisturbed all the existing Lines or Tracks and Sidings at the Spot where they are to be passed under by the Railway of the Company, and so as also to make Provision for the intended widening of the *North London* Railway not exceeding Two additional Lines of Rails, and for any additional Sidings which may be made by the *London and North-western* Railway Company on the Ground belonging to them.

36. The

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36. The Arches or other Works by which the Railway shall be carried under the *North London* Railway and under the Sidings and Works belonging to the *London and North-western* Railway Company, 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 the Engineers of the *North London* and *London and North-western* Railway Companies respectively, and to be reasonably approved of by them in Writing under their Hands before any of those Works are begun.

Plans, &c. for Works affecting *North London* Railway and Sidings and Works belonging to the *London and North-western* Railway Company.

37. The Company shall at all Times maintain the Arches or other Works by which the Railway shall be carried under the *North London* Railway and under the Sidings and Works belonging to the *London and North-western* Railway Company in substantial Repair and good Order and Condition, to the reasonable Satisfaction in all respects of the Engineers of the *North London* and *London and North-western* Railway Companies respectively; and if and whenever the Company fail so to do the *North London* and *London and North-western* Railway Companies respectively 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 *North London* and *London and North-western* Railway Companies respectively reasonably think requisite in that Behalf, and the Sum from Time to Time certified by their respective Engineers to be the reasonable Amount of their Expenditure in that Behalf shall be repaid to them respectively by the Company; and in default of full Repayment the Amount due may be recovered, with full Costs, by the *North London* and *London and North-western* Railway Companies respectively, from the Company, in any Court of competent Jurisdiction.

Maintenance of those Works.

38. The Company shall not, without in every Case the previous Consent of the *North London* and *London and North-western* Railway Companies respectively in Writing under their respective Common Seals, 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 *North London* and *London and North-western* Railway Companies respectively, 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 *North London* Railway and under the Sidings and Works belonging to the *London and North-western* Railway Company.

Restricting Interference with Lands of *North London* and *London and North-western* Railway Companies respectively.

39. The Company shall not, in the Exercise of any of the Powers of this Act, in any Manner obstruct, hinder, or interfere with the free, uninterrupted, and safe User of the *North London* Railway and the Sidings

Traffic on *North London* Railway and on Sidings, &c. belonging to *London* and

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North-west-
ern Company
not to be
interfered
with.

Company to
acquire only
Easements
in Lands
of North
London and
London and
North-west-
ern Compa-
nies respec-
tively.

Sidings and Works belonging to the *London and North-western* Railway Company, or any Traffic thereon respectively.

40. With respect to any Land of the *North London* and *London and North-western* Railway Companies respectively 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 *North London* and *London and North-western* Railway Companies respectively 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.

North-
eastern and
London and
North-west-
ern Compa-
nies may
form Junction
with
Midland
Railway in
or near Pro-
perty num-
bered 6 in
Holbeck.

Saving
Rights of
Company of
Proprietors
of the River
Trent Navi-
gation, and
preventing
Obstruction
to the River
Trent.

41. Nothing in this Act contained shall prevent the *North-eastern* Railway Company and the *London and North-western* Railway Company, or either of them, if so authorized by Parliament, from forming a Junction with the *Midland* Railway and a Railway in connexion therewith, in or near to the Property numbered 6 on the said deposited Plans in the Township of *Holbeck*, and from taking and using so much of that Property as may be requisite for those Purposes, and for working and using the same.

42. And whereas the Railway No. 2. by this Act authorized is intended to pass over the River *Trent* in the Parishes of *Lockington* in the County of *Leicester* and *Sawley* in the County of *Derby*, and it is expedient to provide against Obstructions being occasioned thereby to the free Navigation of the said River: Therefore, nothing in this Act contained shall extend or be construed to extend to diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the River *Trent* Navigation (herein-after called "the *Trent* Navigation Company"), or to authorize or empower the Company, or any of their Agents, Servants, or Workmen, to alter, divert, or obstruct the Course or Channel of the said River *Trent*, or of any Rivers, Streams, Canals, Cuts, Aqueducts, or Dams communicating therewith, or to destroy or injure any Weirs, Abutments, Flood-gates, Haling-paths, or other Works belonging to the *Trent* Navigation Company, without the Consent of the said last-mentioned Company or their Clerk or Surveyor for the Time being, save and except for the Purpose of carrying into effect the Powers and Authorities given by this Act, and subject in that respect also to the Conditions, Stipulations, and Restrictions herein-after mentioned, and doing as little Damage thereby as may be, and making full Satisfaction to the last-mentioned Company for all Damages by them sustained by reason thereof.

43. In

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43. In carrying the said last-mentioned Railway over the said River *Trent* in the said Parishes of *Lockington* and *Sawley*, the Company shall and they are hereby required, at their own Expense, to erect, build, and for ever hereafter maintain in perfect Repair, a good, firm, and substantial Bridge over the said River, with proper Retaining Walls and Approaches thereto, upon which Bridge the said Railway shall be made; and the said Bridge shall be constructed as near to *Sawley Lock* as the Western Limit of Deviation of the Centre Line of Railway as laid down on the deposited Plans will allow, and so that there shall be One navigable Waterway, Arch, or Opening at the least on the Southern Side of the said River, including the Haling-path of Seventy-five Feet Span on the Square, with a Headway of not less than Nine Feet clear above the Level of the present Haling-path at the Point where it is crossed by the Line of Railway as laid down on the said deposited Plan; and there shall be constructed and made a good and sufficient Haling-path from the Northern Lock Pier to the Northern Pier of the said navigable Waterway Arch of not less than Twelve Feet in Width, to be continued under the said Arch and thence down the said River to join the existing Haling-path at such Point as shall be agreed upon by the respective Engineers of the Company and of the *Trent* Navigation Company, with a proper and sufficient Handrail or Balustrade and Strapping Posts thereon, and with a Headway of not less than Nine Feet under the said Bridge for the whole Length and Breadth thereof; and the said Haling-path from the said *Sawley Lock* to the said Bridge shall be constructed in such Manner as to be closed and so as to prevent the Passage of Water thereunder, and from the Bridge to its Junction with the existing Haling-path to be carried on Piles, and with a sufficient Opening to allow of the free Passage of Barges up the main River towards *Sawley Bridge*, and such Haling-path and Railing or Balustrade and Strapping Posts shall be at all Times supported and maintained by and at the Expense of the Company; and the Company or their Engineer shall, Twenty-one Days at least before the Erection of the said Bridge shall be commenced, deliver to the *Trent* Navigation Company or to their Engineer or Clerk accurate Plans and Sections of the said Bridge and of the Arches or Openings and Abutments thereof (such navigable Waterway, Arch, or Opening not being of less Dimensions than are herein-before in that Behalf required, and all other Arches not being less than Fifty Feet Span, with a Headway of not less than Nine Feet), and of the Haling-paths above referred to; and if the said last-mentioned Company or their Engineer shall object to such Plans or to the proposed Form of Construction of the said Bridge or any of the Arches or Openings thereof, or to the Plans or Extent of the said Haling-path, and the Company or their Engineer shall not consent to alter the same in such Way as may be required by the *Trent* Navigation Company or their Engineer, so as

Regulating
Construction
of Bridge
over the
Trent.

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to conform with the aforesaid Stipulations, the Matters in difference shall be referred to some Third Engineer, to be mutually agreed upon and named by the respective Engineers of the said Two Companies, and the Decisions and Determinations of such Third Engineer shall be binding and conclusive upon all the Parties touching the Matters so referred: Provided nevertheless, that he shall not be authorized to alter the Span of the said Waterways or other Arches nor the Heights thereof as herein-before provided for.

Provisions
for deepening
Channels of
River Trent.

44. And whereas the navigable Channels of the said River at the intended Site of the said Bridge are not upon the Haling-path Side, which will render it necessary to deepen the Channels of the said River from the Tail of the *Sawley* Lock for the Length of One hundred and fifty Yards below the said Bridge: Therefore the Company shall and they are hereby required, at their own Expense, to deepen the Channels of the said River on the North-western Side thereof from the Tail of the *Sawley* Lock to the said Bridge, and thence to be continued under and from the said Bridge for the Length of One hundred and fifty Yards, so that each of the said Channels shall be of a Level of Six Inches below the Level of the Sill of the Lock known as the *Sawley* Lower Lock, and for that Purpose to remove all Beds of Earth, Soil, Gravel, and Stone, and all other Obstructions and Impediments whatsoever in the said River which may in anywise obstruct, hinder, or prevent the haling, sailing, or rowing of Boats, Barges, Keels, or other Vessels by Men or with Horses or otherwise, upon the said River.

Providing
Remedy in
case of Ob-
struction to
the River
Trent.

45. If in the Execution of the Works by this Act authorized, or by reason of any Act or Omission of the Company, their Agents, Servants, or Workmen, or if by reason or in consequence of any of the said Works when made, the said River *Trent* or any of the Side Cuts or Canals or the Haling-paths thereof shall at any Time be so obstructed as that Boats, Barges, or other Vessels using the same cannot conveniently pass along the same, then and in either of such Cases it shall be lawful for the *Trent* Navigation Company, at the Costs and Charges of the Company, to remove, take, and put away such Obstruction, and to make good all Damage or Injury done to the said Navigation thereby, and the Company shall pay to the *Trent* Navigation Company as or by way of ascertained Damages all Costs and Charges to be incurred as aforesaid, and also the Sum of Five Pounds for every Hour during which such Obstruction shall continue: Provided that the Works themselves hereby authorized shall not be considered as Obstructions within the Meaning of this Clause.

Further Re-
medy in case
of wilful Ob-

46. Provided always, That if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned
by

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by any wilful Act on the Part of the Company, or of any of their Contractors or Servants, or Persons employed by them, then and in every such Case the Company shall pay to the *Trent* Navigation Company the Sum of Ten Pounds for every Hour during which the Obstruction shall continue, to be computed from the Commencement of such Obstruction, as or by way of ascertained Damages; and in default of Payment of such Costs and Charges, or of such Sum or Sums, as the Case may be, on Demand from the Secretary of the Company, such Demand being made in Writing, and stating the Particulars thereof, any Two or more of Her Majesty's Justices of the Peace shall and they are hereby required, on Application by the *Trent* Navigation Company, their Clerk or other Person authorized by them, by Warrant under the Hands and Seals of the said Justices, to cause the Amount thereof to be levied by Distress and Sale of the Goods and Chattels of the Company, and to be paid to the *Trent* Navigation Company, their Treasurer or Clerk, rendering the Overplus (if any), upon Demand, after deducting the reasonable Charges of making such Distress and Sale, to the Company, or the *Trent* Navigation Company may sue for and recover the same, together with full Costs of Suit, against the Company, by Action of Debt or on the Case in any Court of competent Jurisdiction; and the Company shall also make Compensation to all other Parties navigating the said River *Trent* for all Loss or Injury which they may sustain by the Obstruction occasioned by such Interruption or Stoppage as aforesaid, to be recovered in like Manner.

struction to
River Trent.

47. And whereas the Railway No. 8. by this Act authorized is intended to pass over that Branch of the River *Trent* which runs by the Town of *Newark-upon-Trent* from a Place called the *Upper Weir* in the Parish of *Averham* in the County of *Nottingham* to a Place called "the *Crankleys*" in the Parish of *South Muskham* in the said County, and it is expedient to provide against Obstructions being occasioned thereby to the free Navigation of the said Branch of the River: Therefore nothing in this Act contained shall extend or be construed to extend to diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Commissioners for improving the Navigation of the said Branch of the said River *Trent*, herein-after called "the *Trent* Navigation (*Newark* Branch) Commissioners," or to authorize or empower the Company, or any of their Agents, Servants, or Workmen, to alter, divert, or obstruct the Course or Channel of the said Branch of the River *Trent*, or any of the Rivers, Streams, Canals, Cuts, Aqueducts, or Dams communicating therewith, or to destroy or injure any Weirs, Abutments, Flood-gates, Haling-paths, or other Works belonging to the said Commissioners, or impede the Navigation of the said Branch of the said River, without the Consent of the said

Saving
Rights of
Commission-
ers of the Na-
vigation of
the Newark
Branch of the
River Trent,
and prevent-
ing Obstruc-
tions.

Commissioners

The Midland Railway (New Lines and Additional Powers) Act, 1865.

Commissioners or their Clerk and Surveyor for the Time being, save and except for the Purpose of carrying into effect the Powers and Authorities given by this Act, and subject in that respect also to the Conditions, Stipulations, and Restrictions herein-after mentioned, and doing as little Damage thereby as may be, and making full Satisfaction to the said Commissioners for all the Damages by them sustained by reason thereof.

Regulating
Construction
of Bridge
over Newark
Branch of
River Trent.

48. In carrying the said last-mentioned Railway over the said Branch of the River *Trent* the Company shall and they are hereby required, at their own Expense, to erect, build, and for ever after to maintain in perfect Repair a good, firm, and substantial Bridge over the said Branch of the said River and the Haling-path thereof, with proper Retaining Walls and Approaches thereto, upon which Bridge the said Railway shall be made; and the said Bridge shall be constructed so that there shall be Two Openings of Fifty Feet clear Span each, the Opening on the Western Side to include the Haling-path, and the Underside of the said Opening for the whole Breadth thereof shall be not less than Ten Feet clear above the Level of the present Flood or higher Haling-path contiguous to the intended Site of the said Bridge and as much higher as the Level of the said Railway where it crosses the said Branch of the said River *Trent* will admit of; and there shall be constructed and made a good and sufficient Haling-path under the Bridge of not less than Ten Feet in Width and of the same Height as the present Haling-path, with a clear Headway of not less than Ten Feet to the said Haling-path for the whole Breadth and Length thereof, with a proper and sufficient Handrail or Balustrade thereon, and which Haling-path shall be made adjoining to the Western Abutment, and shall be extended for the Space of Sixty Yards on each Side of the said Bridge, and such Haling-path and Railing or Balustrade shall be at all Times supported and maintained by and at the Expense of the Company; and the said Bridge and the Openings thereof shall be made of such Construction and Form as to give and afford the greatest clear Way and Space for the Passage of Water and Vessels that may be consistent with the Security and Stability of the said Bridge; and for the better effecting that Object the Company or their Engineer shall, Twenty-one Days at least before the Erection of the said Bridge over the said Branch of the River *Trent* shall be commenced, deliver to the *Trent* Navigation (*Newark* Branch) Commissioners, or to their Engineer or Clerk, accurate Plans and Sections of the said Bridge and of the Openings and Abutments thereof, such Openings not being of less Dimensions than are herein-before in that Behalf required; and if the said Commissioners or their Engineer shall object to such Plan or to the proposed Form or Construction of the said Bridge or of the Openings thereof, and the Company or their
Engineer

The Midland Railway (New Lines and Additional Powers) Act, 1865.

Engineer shall not consent to alter the same in such Way as may be required by the said Commissioners or their Engineer, the Matters in difference shall be referred to some Third Engineer, to be mutually agreed upon and named by the respective Engineers of the Company and the said Commissioners, and the Decisions and Determinations of such Third Engineer shall be binding and conclusive upon all Parties touching the Matter so referred to him: Provided nevertheless, that he shall not be authorized to alter the Span of the said Openings nor the Height thereof as herein-before provided for.

49. The Company shall and they are hereby required also to make and leave Arches or Openings under and through the Embankment of such Part of the Railway as shall be carried from the West Side of the said Branch of the River *Trent* to the *Midland* Railway Station, for the Purpose of allowing the Flood Waters of the said River to pass over the adjoining Lands, and such Arches or Openings shall be made and left of not less Height than Nine Feet clear from the Surface of the Land to the Underside of the Crown of the Arch, such Arches or Openings to give a clear Waterway of not less than Forty-eight Feet collectively, and to be placed in such a Position in the Embankment as shall be agreed upon, or shall be settled by Arbitration before the Commencement of the Works.

Providing
for Arches
or Openings
under or
through Rail-
way Em-
bankment.

50. If in the Execution of the Works by this Act authorized, or by reason of any Act or Omission of the Company, their Agents, Servants, or Workmen, or if by reason or in consequence of any of the said Works when made, the said Branch of the River *Trent*, or any of the Side Cuts or Canals or the Haling-paths thereof, shall at any Time be so obstructed as that Boats, Barges, or other Vessels using the same cannot conveniently pass along the same, then and in either of such Cases it shall be lawful for the *Trent* Navigation (*Newark* Branch) Commissioners, at the Costs and Charges of the Company, to remove, take, and put away such Obstruction, and to make good all Damage or Injury done to the said Navigation thereby, and the Company shall pay to the said Commissioners, as or by way of ascertained Damages, all Costs and Charges to be incurred as aforesaid, and also the Sum of Five Pounds for every Hour during which such Obstruction shall continue; provided that the Works themselves hereby authorized shall not be considered as Obstructions within the Meaning of this Clause.

Providing
Remedy
in case of
Obstruction
to Newark
Branch of the
River *Trent*.

51. Provided always, That if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of the Company or of any of their Contractors or Servants or Persons employed by them, then and in every such Case the Company shall pay to the *Trent* Navigation

Further Re-
medy in case
of wilful Ob-
struction to
Newark
Branch of
River *Trent*.

[*Local.*]

60 O

(*Newark*)

The Midland Railway (New Lines and Additional Powers) Act, 1865.

(*Newark Branch*) Commissioners the Sum of Ten Pounds for every Hour during which the Obstruction shall continue, to be computed from the Commencement of such Obstruction, as or by way of ascertained Damages; and in default of Payment of such Costs and Charges, or of such Sum or Sums, as the Case may be, on Demand made of or from the Secretary of the Company, such Demand being made in Writing, and stating the Particulars thereof, any Two or more of Her Majesty's Justices of the Peace shall and they are hereby required, on Application by the said Commissioners, or their Clerk or other Person authorized by them, by Warrant under the Hands and Seals of the said Justices to cause the Amount thereof to be levied by Distress and Sale of the Goods and Chattels of the Company, and to be paid to the said Commissioners, their Treasurer or Clerk, rendering the Overplus (if any), upon Demand, after deducting the reasonable Charges of making such Distress and Sale, to the Company, or the said Commissioners may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any Court of competent Jurisdiction.

For prevent-
ing Injury to
Streams fall-
ing into
River Aire.

52. Wherever any Railway or other Work the Construction whereof is hereby authorized shall cross or intersect any Brook, Stream, or Spring of Water now falling into or supplying the River *Aire* or any of the Cuts or Canals of the *Aire and Calder* Navigation, the Company shall and they are hereby required, at their own Expense, to cause such Brooks, Streams, or Springs of Water to be carried either over or under the said Railway or other Works, and into the same River, Cuts, and Canals, respectively at their present Places and Levels, and for that Purpose to make and maintain in proper Repair and Efficiency sufficient Culverts, Drains, Aqueducts, Bridges, and Tunnels for the same, to the Intent that the Supply of Water to the same River, Cuts, and Canals respectively may not in any Manner be diminished or prejudiced.

For Protec-
tion of Leeds
and Liver-
pool Canal.

53. And whereas an intended Railway may be carried over the Canal of the Company of Proprietors of the Canal Navigation from *Leeds* to *Liverpool* (in this Act called "the *Leeds and Liverpool* Canal Company") in the Township of *Holbeck* and Parish of *Leeds* aforesaid, and it is expedient to provide against Obstructions being caused thereby to the free Navigation of the said Canal: Therefore in carrying the said Railway over the Canal the Company shall and they are hereby required, at their own Expense, to make and maintain a good and substantial Bridge of Brick, Stone, Wood, or Iron, over the said Canal and the Towing-path thereof respectively, with Approaches thereto, and with perpendicular Foundation Walls to such Bridge, the Underside of the Key Stone or Arch of such Bridge or the Underside

The Midland Railway (New Lines and Additional Powers) Act, 1865.

Underside of the Beams or Girders thereof for the whole Breadth of the Span not being less than Eleven Feet in Height above the Top-water Level of the said Canal, and the Opening or Span of such Bridge so constructed as to leave a navigable Waterway of not less than Forty Feet in Width in the said Canal, and a Towing-path of Ten Feet in Width, and the Space between the Piers of such Bridge (except so much thereof as shall be occupied by the Towing-path of such Canal) shall, after the said Bridge shall have been completed, from Time to Time and at all Times thereafter (except during the necessary Repairs of the said Bridge, or the Erection of any future Bridge in lieu thereof,) be left and preserved an open, uninterrupted navigable Waterway.

54. The Company shall make good all Damage that may be occasioned to the Works and Property of the *Leeds and Liverpool* Canal Company by the Construction, Renewal, or Want of Repair of the said Arch or Bridge or Works by this Act authorized to be made; and if for Seven Days after Notice in Writing given by the *Leeds and Liverpool* Canal Company the Company neglect to proceed with due Diligence to make good such Damage, the *Leeds and Liverpool* Canal Company may, if they think fit, make good the same, and the Amount expended by them in so doing shall be paid to them by the Company: Provided always, that in any Case of pressing Necessity the *Leeds and Liverpool* Canal Company may proceed to make good such Damages and recover Payment for the same without giving such Notice as aforesaid.

Damages to
be made
good.

55. In case by reason or in the Execution of such Bridge and Works the said Canal shall be so obstructed as that Boats, Barges, and other Vessels navigating or using the same shall not be able to pass along the same, then the Company shall pay to the *Leeds and Liverpool* Canal Company, as or by way of ascertained Damages, the Sum of Fifty Pounds for every Day during which such Obstruction shall continue on the said Canal, and so in proportion respectively for any less Time than One Day; and in default of Payment of the said Sum, on Demand being made on the Secretary of the Company, any Two or more of Her Majesty's Justices of the Peace for the West Riding of the County of *York* are hereby empowered, on Application to them made by the *Leeds and Liverpool* Canal Company, or by any Person or Persons by them authorized, by Warrant under their Hands and Seals to cause the Amount of such Sum or Sums of Money to be levied by Distress and Sale of any Goods and Chattels of the Company, and to be paid to the *Leeds and Liverpool* Canal Company, or to their Treasurer or Clerk for the Time being, rendering the Overplus (if any), on Demand, after deducting the reasonable Charges for making such Distress and Sale, and the Costs and Expenses of hearing and determining

Navigation
of the Leeds
and Liver-
pool Canal
not to be
obstructed.

The Midland Railway (New Lines and Additional Powers) Act, 1865.

determining the Matter in dispute, to the Secretary of the Company, for the Use of the Company, otherwise the *Leeds and Liverpool* Canal Company may sue for and recover the same, together with Costs of Suit, against the Company, in any Court of competent Jurisdiction.

Company
liable for
special Da-
mage.

56. Provided always, That nothing herein contained shall prevent the *Leeds and Liverpool* Canal Company from recovering against the Company any special Damage that may be sustained by the *Leeds and Liverpool* Canal Company in consequence of the Works to be executed by the Company or by the *Leeds and Liverpool* Canal Company for the Company, under the Provisions herein-before contained, or by reason of any Water oozing or escaping from the said Canal on account of any Act, Work, Neglect, or Default of the Company not herein specifically provided for, and the *Leeds and Liverpool* Canal Company may sue for and recover such Damage accordingly.

Bridge to be
kept in good
Repair.

57. The Company shall and they are hereby required (unless and until the said Railway where it crosses the said Canal shall at any Time be abandoned by the Company), at their own Expense, to maintain the said Bridge and Works in perfect Repair; and if that Part of the said Railway shall at any Time be abandoned by the Company, the Company shall, at their own Expense, remove the said Bridge and Works, if they shall be required so to do by the *Leeds and Liverpool* Canal Company.

Company not
to deviate so
as to take any
Property of
the said Ca-
nal Company.

58. It shall not be lawful for the Company to make any Deviation or Diversion whatever exceeding Five Yards in the Line, Course, or Direction of the said Railway near the said Canal as delineated and shown on the said Plans thereof deposited as aforesaid, by which the said Canal, or the Locks, Towing-paths, Bridges, Buildings, Land, Property, or Works of the *Leeds and Liverpool* Canal Company, or any of them or any Part thereof, shall be taken, used, or damaged, for any Purpose whatsoever, without the Consent in Writing under their Common Seal of the *Leeds and Liverpool* Canal Company first had and obtained.

Saving
Rights of
Leeds and
Liverpool
Canal Com-
pany.

59. Except as is by this Act otherwise expressly provided, nothing in this Act contained shall take away, lessen, prejudice, alter, or affect any of the Rights, Privileges, Property, Powers, or Authorities of the *Leeds and Liverpool* Canal Company.

For protect-
ing Property
of North
Staffordshire

60. And whereas the Railway secondly described in Section Twenty-eight is to be carried over the Navigation from the *Trent* to the *Mersey*: Therefore, for the Protection of the *North Staffordshire* Railway

The Midland Railway (New Lines and Additional Powers) Act, 1865.

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, Railway Company.

The clear Height of the Bridge above the Surface of the Water of the Navigation shall not be less than Ten Feet for the whole Width or Span of Thirty Feet, and the Bridge shall be of the clear Width or Span of Thirty Feet measured on the Square, and the Piers or Abutments of the Bridge shall be placed in such Direction in reference to 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 Traffic 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 over 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 said Railway; and the Company shall at all Times keep the said Bridge and Works in good substantial Repair.

61. If during the Execution of any of the Works by this Act authorized, or by any Default 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

For preventing Obstruction to Navigation.

The Midland Railway (New Lines and Additional Powers) Act, 1865.

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 Staf-
fordshire
Railway
Company.

62. 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.

Provisions as
to Bridges or
Coverings
over Streets
in the City of
Manchester.

63. The Bridges or Coverings over Streets to be erected by the Company under this Act within the City of *Manchester* shall be built in conformity with the following Regulations; (that is to say,)

The Bridge over *Gorton Road*, if such Road shall be crossed by the Railway hereby authorized, shall be erected of Brick, Stone, and Iron, and of a similar Construction to the Bridge now existing, and shall be of One Span or Opening only, and shall be constructed with perpendicular Piers and flat Girders resting thereon, and the Piers shall be placed parallel with the Line of *Gorton Old Road*, which shall be preserved of the Width of Forty-two Feet at least, and in such Position as shall be approved of by the Surveyor of the Corporation of *Manchester*, and the Span of such Bridge shall be Forty-two Feet measured at Right Angles to the Line of *Gorton Old Road*, and underneath the said Bridge for the whole Length and Width thereof there shall be a clear Headway of not less in any Part than Sixteen Feet between the Surface of *Gorton Old Road* and the Underside of the said Girders, and the present Levels or Gradients of *Gorton Old Road* underneath and on each Side of such Bridge shall not be in any way altered or interfered with without the Consent in Writing of the said Corporation under the Hand of the Town Clerk for that Purpose first had and obtained; and, except as aforesaid, it shall not be lawful for the Company to cover over, alter, or otherwise interfere with *Gorton Old Road*; and such Bridge shall, at the Expense of the Company, be lighted with Gas by Night, and also, if required by the said Corporation, by Day, by and to the Satisfaction of the said Corporation; and the Expenses of such lighting shall be paid, on Demand, to the said Corporation, and in case of Default may be recovered in any Court of competent Jurisdiction:

The Midland Railway (New Lines and Additional Powers) Act, 1865.

The Bridge over *Great Ancoats Street* shall be constructed with horizontal Girders, with a minimum Headway of not less than Nineteen Feet in any Part of the Roadway under the said Bridge :

The Company shall erect a Bridge over *Palmerston Street* with a minimum Headway of not less than Eighteen Feet in any Part of the Roadway thereunder :

The Piers or Abutments and Foundations shall in all Cases extend and be made below the Surface of the Streets to a Depth sufficient to allow the said Corporation to make and construct any Sewers or Watercourses, and to lay or deposit any Main or other Pipes, which, under or by virtue of any Act of Parliament, the said Corporation are authorized to lay down, construct, and deposit :

The inside Face of the Piers or Abutments of every Bridge shall, except where otherwise provided by this Act, be lineable with the Buildings on each Side of the Street, and if there be no Buildings then with the Side of the Street :

The Parapets shall in every Case be of such Height from the Level of the Rails on each Side of the Bridge throughout the entire Crossing of the Street, and for such further Extent in Length at both Ends beyond the Opening of the Arch, and on each Side of the Railway, as shall be agreed upon between the Corporation and the Company, or in case of Disagreement determined by some Arbitrator to be appointed by the Board of Trade :

Every such Bridge or Covering shall be made and maintained drop dry at all Times, and shall in all other respects be kept in complete Repair.

64. In case the Roadway on each or on either Side of the Railway shall, as authorized by the Thirty-second Section of the "*Ashton, Staleybridge, and Liverpool Junction Railway Act, 1845*," at any Time hereafter be made, the Company shall construct to the Satisfaction of the said Corporation of *Manchester* the necessary Crossing on the Level of the Rails for carrying such Roadway over the Railway by this Act authorized.

A certain Roadway to be carried over Railway in City of Manchester.

65. The Company shall, if and when required by the said Corporation of *Manchester*, make and construct to the Satisfaction of the said Corporation a Bridge or Roadway of not less than Twelve Feet in Width in continuation of *Bank Meadow Street*, for the Accommodation of Foot Passengers.

Bridge or Roadway for Foot Passengers to be made in continuation of Bank Meadow Street, Manchester.

66. The Company shall not break up or in any way interfere with the Street called *Ashton Road* in the Township of *Ardwick* in the

For Protection of Ashton Road in Manchester.

The Midland Railway (New Lines and Additional Powers) Act, 1865.

the said City, until they shall have made a temporary Road for the Accommodation of the Traffic along the said Street, and until the Water and Gas Pipes belonging to the said Corporation of *Manchester* shall have been diverted in manner following ; (that is to say,)

The Company shall provide a temporary Road on the South Side of the *Ashton Road* to the Satisfaction in all things of the said Corporation, and shall continue to maintain the same to their entire Satisfaction as aforesaid until the Bridge for carrying the said Road over the said intended Railway shall be completed and opened for Traffic :

The Company shall extend the proposed Bridge on the North Side thereof for a Width of Ten Feet outside the Parapet to the entire Satisfaction of the said Corporation, for the Purpose of receiving the Pipes to be laid instead of or in substitution for or in addition to the Water Pipes belonging to them, and now or hereafter to be laid in *Ashton Road* ; and the said Corporation shall, when such Bridge shall be completed and ready to receive the said Pipes, carry and continue the said Pipes over the same ; and all Expenses to be incurred by the said Corporation in laying such Pipes over such Bridge, and in covering and protecting the same in such Manner as they shall think requisite, shall be repaid by the Company to the said Corporation ; and the said Corporation shall not be held responsible for any Damage that may at any Time occur to the Line or Works of the Company by any Leakage or bursting of the said Water Pipes :

The Company shall, in constructing the Bridge, provide to the Satisfaction of the said Corporation for continuing the Gas Pipes now or hereafter to be laid along *Ashton Road* under the Flagging of the Footways on each Side of the Bridge :

The Company shall not in any way interfere with the Sewer in *Ashton Road* ; and the Company shall make such Provision as shall be satisfactory to the said Corporation for the Purpose of securing to the said Corporation or their Servants at all Times hereafter free Access to such Sewer, so far as the same is covered over or otherwise interfered with by the Works of the Company ; and the said Corporation shall not be responsible for any Damage that may occur to the Works of the Company by any Leakage or giving way of such Sewer.

Lime Bank
Street not to
be interfered
with.

67. The Company shall not by any of their Works narrow or in any way interfere with the Street leading out of *Ashton Road* called *Lime Bank Street*.

As to
Bridges over
Lime Kiln

68. The inside Face of the Piers or Abutments of the Bridge to be constructed over *Lime Kiln Lane* in the said Township of *Ardwick*

The Midland Railway (New Lines and Additional Powers) Act, 1865.

Ardwick shall be so placed as to allow of the said Street being of a Width of Ten Yards at least; and the inside Face of the Piers or Abutments of the Bridge over the River *Medlock* in the said Township of *Ardwick* shall be erected in such Position as shall be required by the said Corporation.

Lane and River *Medlock*.

69. The Company shall not bring their Works or any Part thereof within a less Distance than Twelve Yards from the Fronts of the Houses now existing in *Wickstead Street*.

Works not to be brought within a certain Distance of Houses in *Wickstead Street*.

70. Nothing in this Act contained shall extend or be construed to extend to authorize the Company to stop up, alter, or otherwise interfere with *Travis Street* until they shall have made a substituted Street of not less than Twenty Yards in Width from the present Junction of *Watson Street* with *Ancoats Street* to the present Junction of *Travis Street* with *Morville Street*, and shall have paved, sewered, and otherwise completed the said Street to the Satisfaction of the said Corporation.

For Protection of *Travis Street*, Manchester.

71. Nothing in this Act contained shall extend or be construed to extend to authorize the Company to stop up or alter or otherwise interfere with *Mount Street* until they shall have made to the Satisfaction of the said Corporation, so far as they are enabled to do so under the Powers of this Act or otherwise, a substituted Street to secure a Communication between *Great Ancoats Street* and the remaining Part of *Mount Street*, and shall have paved, sewered, and otherwise completed such new Street to the Satisfaction of the said Corporation.

For Protection of *Mount Street*, Manchester.

72. Wherever within the City of *Manchester*, and in the Execution of the Works by this Act authorized, any Land shall be laid to any Street, or any Street or any new Portion of a Street formed, or the Surface of any Street taken up or interfered with, such Land or such new Street or Portion of any Street, or the Surface thereof so taken up or interfered with, shall, subject as after mentioned, be sewered, paved, flagged, formed, repaved, or restored by and to the Satisfaction of the said Corporation of *Manchester*, but at the Expense in all things of the Company, who shall, on Demand, repay to the said Corporation all Costs which they may in that Behalf have incurred, and the same may be recovered, in case of Default of Payment, in any Court of competent Jurisdiction, and the Flags, Paving Stones, and other Materials in any Street which shall be stopped up, absorbed, or otherwise interfered with by the Company shall remain and be the Property of the said Corporation, and shall be removed by them, subject nevertheless and without Prejudice to the Powers by this Act given to the Company to stop up and discontinue any Street or Streets or Highways within the said City of *Manchester*.

For Protection of Streets in *Manchester*.

The Midland Railway (New Lines and Additional Powers) Act, 1865.

For Protection of
Sewers and
Gas and
Water Pipes
in Man-
chester.

73. Whenever in the Execution of the Powers in this Act contained it shall be necessary to alter or interfere with or disturb any of the Sewers or Drains, or any of the Gas, Water, or other Pipes belonging to the said Corporation, such Alteration in the Position or otherwise of any such Sewers or Drains, or of any Gas, Water, or other Pipes, which may be required for the Purpose of any Works by this Act authorized, shall be carried out by and under the Direction of the said Corporation, but at the Expense in all respects of the Company, and the Cost of any such Pipes which shall be rendered useless shall be repaid by the Company to the said Corporation.

Protecting
the Lancashire
and Yorkshire
Railway.

74. And whereas by the Thirty-second Section of "The *Manchester and Leeds* Railway Act, 1845," the *Manchester and Leeds* Railway Company (who are now the *Lancashire and Yorkshire* Railway Company) are required, upon Demand of the Corporation of *Manchester*, to make and complete a Roadway not less than Eight Yards wide on each Side of their Railway from *Chancery Lane* to *Princess Street* in *Manchester*, and not less than Four Yards wide on each Side of their Railway from *Princess Street* aforesaid to the Road leading to Mr. *George Royle Chappell's* Mills, and to continue the Street beyond that Point to a certain Point named in the said Act; and by the Thirty-third Section of the same Act certain Powers are granted to the Owners and Occupiers of Lands with respect to the said Roads; and by a Deed of Covenant dated the Eleventh Day of *August* One thousand eight hundred and forty-six, and made between the same Company and *John Bennett* of *Manchester*, Gentleman, the Company were required to make a certain Part of the Road which by the said Act was to be Four Yards wide of the Width of Eight Yards: And whereas the Corporation of *Manchester* have not yet required the Company to make the said Roads: And whereas the said Railway herein-before sixthly described will cross the Site of the said proposed Roads: Be it enacted, That in constructing the Railway herein-before sixthly described in the Township of *Ardwick* under and near the *Lancashire and Yorkshire* Railway the Company shall be bound by the following Restrictions; namely,

All Works affecting the *Lancashire and Yorkshire* Railway shall be executed at the Expense of the Company, under the Superintendence and to the Satisfaction of the Engineer of the *Lancashire and Yorkshire* Railway Company, and according to Plans and Specifications previously submitted to the said Engineer: If the Engineers of the Company and of the *Lancashire and Yorkshire* Railway Company differ concerning the said Plans or Specifications, or concerning the Method in which the said Works are executed, all such Differences shall be settled by an Engineer to be appointed by the Two Engineers, or if they cannot agree upon a Referee, then by an Engineer to be appointed by the Board of Trade, on the Application of either Company:

The

The Midland Railway (New Lines and Additional Powers) Act, 1865.

The said Works shall be constructed and maintained so that the Traffic upon the *Lancashire and Yorkshire* Railway shall not be in anywise impeded :

The Company shall acquire only an Easement in and upon the Land of the *Lancashire and Yorkshire* Railway Company for the Purpose of constructing and for ever after maintaining the said Railway hereby authorized :

The Company shall not interfere with or block up the Arches under the *Lancashire and Yorkshire* Railway, excepting so far as shall be absolutely necessary for the Construction of not more than Four Lines of Railway :

If by reason of the Works hereby authorized the Access to the said Arches shall be interfered with, or the Roadways herein-before mentioned shall be rendered more difficult or costly of Construction, or if the *Lancashire and Yorkshire* Railway or any of the Works connected therewith shall be damaged or injured by the Execution of the Works hereby authorized, the Company shall compensate the *Lancashire and Yorkshire* Railway Company for any Loss or Expense occasioned thereby :

The Amount to be paid to the *Lancashire and Yorkshire* Railway Company for the Acquisition of an Easement upon their Land as herein-before provided, including the Compensation, if any, for Interference with the said Roadways, and for Damage or Injury to their Railway and Works, shall be settled, in case of Difference, in the Manner provided by "The Lands Clauses Consolidation Act, 1845," with respect to the Purchase of Lands otherwise than by Agreement.

75. Whereas the Railway sixthly described in this Act as proposed to commence in the Township of *Ardrwick* in the Parish of *Manchester* in the County of *Lancaster* by a Junction with the *Manchester, Sheffield, and Lincolnshire* Railway, and terminate in the City and Parish of *Manchester* at or near the Junction of *Watson Street* and *Great Ancoats Street*, is intended to pass over and across certain Lands belonging to the *Manchester, Sheffield, and Lincolnshire* Railway Company (herein-after called "the *Sheffield* Company") abutting on *Gorton Lane* in the said Parish of *Manchester*, and also to pass over and across a certain intended Road numbered on the deposited Plans 6 in the said Parish of *Manchester*, and which Road forms an Access to and from the said Lands and *Ashton Road*, and it is apprehended that such Railway may cut off or interfere with the Access to *Gorton Lane* and *Ashton Road* aforesaid : Therefore the Company shall and they are hereby required to construct, form, and for ever after maintain such and so many Archways under the said intended Line where the same passes through the Property of the *Sheffield* Company, and of such Form and Dimensions as shall be settled

Protecting the *Manchester, Sheffield, and Lincolnshire* Railway.

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settled to the reasonable Satisfaction of the Engineer for the Time being of the *Sheffield* Company, or as in case of Difference shall be settled by a single Arbitrator under "The Railway Companies Arbitration Act, 1859," and so as to give to them or other the Owner for the Time being of such last-mentioned Lands a proper and convenient Access to and from such last-mentioned Lands and *Gorton Lane* aforesaid, and also for the Purpose of enabling the *Sheffield* Company to enjoy the free Use of their said Lands, and to make Sidings thereon; and the Company shall in like Manner, and in lieu of the said Right of Road marked No. 6., make and for ever after maintain a Road of Ten Yards wide at the least from the Point where the said Railway No. 6. crosses the said intended Road along the Side of the said intended Line of Railway on the Land belonging to the *Sheffield* Company to such Point as shall be agreed upon by the Engineers of the Two Companies, and from thence to the *Ashton Road*, and also shall construct under the said Line of Railway at the Point so agreed upon a Bridge or Arch of Thirty-five Feet Span and a clear Headway of Fifteen Feet at the least, for carrying the said Road under the said intended Line of Railway, so as to secure to the *Sheffield* Company free Access to and from their said Lands and *Gorton Lane*; and the *Sheffield* Company shall be at liberty to construct and maintain under the said last-mentioned Bridge or Archway leading to *Gorton Lane* a Road or Way in such Direction and on such Level as shall be agreed on by the said Engineers or settled by Arbitration as aforesaid, and such Road or Way when made shall be the Property of the *Sheffield* Company; and the last-mentioned Company may make and maintain such Roads as they think fit under the Archways which shall be so constructed on the Lands to be acquired from the *Sheffield* Company as aforesaid.

Company are not to deviate from the Centre Line in passing through the Lands of the *Sheffield* Company.

76. In carrying the Railway sixthly described in this Act through or over the Property of the *Sheffield* Company in the Parish of *Manchester* the Company shall not deviate from the Centre Line shown on the said Plans to an Extent exceeding Five Feet on each Side thereof, without the Consent in Writing of the *Sheffield* Company under their Corporate Seal.

Powers to Great Northern Company as to Newark Branch.

77. And whereas there is now pending in Parliament a Bill to authorize the *Great Northern* Railway Company to construct certain short Lines of Railway at *Newark* and elsewhere, and the same Company have deposited at the Office of the Clerk of the Peace for *Nottinghamshire*, with relation to the said Bill, Plans and Sections of a Line of Railway identical with the Railway herein-before eighthly described, and are seeking Powers by the said Bill to construct the said Railway: And whereas it hath been agreed between the *Midland* and the *Great Northern* Railway Company that the said Line of Railway

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Railway shall be constructed, owned, and used in common by them :
Be it therefore enacted as follows :

- (1.) If within Three Months after the passing of this Act the *Great Northern* Railway Company shall by Writing under their Common Seal give to the *Midland* Railway Company Notice that the *Great Northern* Railway Company desire that the said Railway shall be constructed and maintained, and that the Lands necessary for the Purposes thereof shall be acquired at the joint and equal Expense and under the joint and equal Control of the Two Companies, and that they the *Great Northern* Railway Company will contribute their Share of such Expense, then the said Railway shall be constructed by the *Midland* Railway Company under the joint Superintendence and Control of the Engineers of both Companies :
- (2.) The Lands necessary for the Purposes of the said Railway shall be purchased in the joint Names of the Two Companies and shall be vested in them jointly and equally :
- (3.) Neither Company shall acquire any Right over the Railway or Lands of the other Company, excepting by way of Easement for the Purposes of effecting a Junction with the said Two Railways of the said Railway hereby authorized :
- (4.) The *Great Northern* Railway Company shall pay from Time to Time One Half of the Purchase Money of the Lands acquired for the Purposes of the said Railway, whensoever the said Purchase Money becomes payable, and they shall also from Time to Time pay One Moiety of the Cost of constructing and maintaining the said Railway, such Payments to be made upon the Production of a Certificate signed by the Engineers of the Two Companies that the Sum demanded is due :
- (5.) When the said Railway is completed the Two Companies shall use the same without Payment of Tolls, as though it were a Part of their respective Undertakings, and the Byelaws and Regulations to be observed in the Use of the said Railway by the Two Companies, and all other Companies and Persons lawfully using the same, shall be settled by the Directors of the Two Companies, or by any Joint Committee appointed by them respectively, which Joint Committee they are hereby authorized to appoint and discontinue and renew :
- (6.) If any Difference arises between the Companies or between their Engineers touching any of the Matters contained in this Enactment or incidental thereto, every such Difference shall be settled by an Arbitrator to be appointed by the Board of Trade, on the Application of either Company ; and

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The Midland Railway (New Lines and Additional Powers) Act, 1865.

the Decision of every such Arbitrator shall be binding on both Companies and on their Engineers; and the Provisions of "The Railway Companies Arbitration Act, 1859," with respect to the Settlement of Disputes by Arbitration, shall (so far as they are applicable) apply to every such Arbitrator, and shall be incorporated with this Act.

For Protec-
tion of Pipes
and Mains of
Bristol
Waterworks
Company.

78. If by reason of the Execution of any of the Works authorized by this Act it shall be necessary to remove or to alter the Position or Level of any Main or Service Water Pipes of the *Bristol Waterworks Company*, or if the Access to the said Mains or Pipes shall be interfered with, the Company shall give to the *Bristol Waterworks Company* Fourteen Days previous Notice of the Necessity for such Removal or Alteration or Interference, and the *Bristol Waterworks Company* shall forthwith make such Removal or Alterations as may be so rendered necessary as aforesaid, and shall do all Works incident thereto or consequent upon such Interference, and shall or may substitute fresh Mains or Pipes in such new Direction as may be rendered necessary as aforesaid, and all Expenses to be thereby incurred shall be defrayed by the Company: Provided that if any Difference shall arise between the Company and the *Bristol Waterworks Company* with respect to the Necessity, Extent, or Nature of such Substitution, or the Direction in which such substituted Mains should be placed, every such Difference shall be determined by the Engineers of the Company and the *Bristol Waterworks Company* for the Time being, or in default of Agreement between them by an Engineer to be nominated by the President for the Time being of the Institution of Civil Engineers.

As to Works
connected
with New
River Com-
pany.

79. And whereas in the Execution of the Works by this Act authorized the Mains, Pipes, Syphons, Plugs, and other Works belonging to the *New River Company* may be intersected or otherwise interfered with, and it is expedient that such Provision should be made as is herein-after contained for providing against the Supply of Water being impeded: Therefore all Works, Matters, or Things which, under the Provisions of "The Railways Clauses Consolidation Act, 1845," or this Act, the Company may be empowered or required to do and execute with reference to the Mains, Pipes, Syphons, Plugs, or other Works of the said *New River Company*, shall be done and executed by and at the Cost of the Company, but to the entire Satisfaction and under the Superintendence of the Engineer for the Time being of the *New River Company*; and such Works, Matters, or other Things shall not be commenced until after Fourteen Days previous Notice thereof in Writing shall have been given to the *New River Company* as aforesaid.

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80. It shall be lawful for the said *New River* Company, by their Engineers, Workmen, and others in their Employment, at all Times when it may be necessary, but under the Superintendence and subject to the Control in all respects of the Engineer of the Company for the Time being, to enter upon the Railway, Lands, and Premises of the Company at any Point or Place where there are existing Mains or Pipes belonging to the *New River* Company, and to do all such Works in and upon such Railway, Lands, and Premises as may be necessary for repairing, maintaining, or removing or replacing such Mains or Pipes under or over the same Railway, Lands, and Premises: Provided always, that in so doing the said *New River* Company or their Engineers or Workmen, or others in their Employment, shall not interrupt the Traffic passing on the said Railway or any of the Railways by this Act authorized; and provided also, that such Company shall make good and reimburse to the Company all Damages to the Railways or any of the Railways and Works by this Act authorized occasioned by the Exercise of the Powers by this Clause reserved.

The *New River* Company empowered to repair and lay Pipes on Lands of Company.

81. In every Case in which the Works of the Company shall interfere with the Mains of the said *New River* Company, the Company shall give every reasonable Facility for Provision being made, when required, by and at the Expense of the *New River* Company, so as to allow such Mains to be replaced by Mains of a larger Size, and enable the *New River* Company to supply the increasing Demands of the Public; and if any Difference shall arise between such Engineer and the Company as to the Extent of such Facility, the same shall be settled by an Engineer to be appointed by the Board of Trade, under the Hand of One of their Secretaries, at the Request of either Company.

Provision for Extension of Water Supply.

82. If any Interruption whatsoever in the Supply of Water by the said *New River* Company shall, in the Exercise of the Powers of this Act, be in any way occasioned by the Company, or by the Acts of any of their Contractors, Agents, Workmen, or Servants, or any Person in the Employ of them or any or either of them, the Company shall forfeit and pay to the said *New River* Company, for the Use and Benefit of the said Company, the Sum of Ten Pounds for every Hour during which such Interruption shall continue, such Sum to be recovered by the said *New River* Company in any Court of competent Jurisdiction.

Penalty for interrupting Supply of Water.

83. The Expense of all Repairs or Renewals of the said Pipes or Mains, or any Works in connexion therewith, which may at any Time hereafter be rendered necessary by the Acts or Defaults of the Company, their Contractors, Agents, Workmen, or Servants, or any Person

Repairs of Water Pipes, &c. to be borne by Company in certain Cases.

The Midland Railway (New Lines and Additional Powers) Act, 1865.

Person in the Employ of them or any or either of them, shall be borne and paid by the Company, and may be recovered against them by the said *New River* Company in any Court of competent Jurisdiction.

For Pro-
tection of
Sewers of
Metropolitan
and other
Boards.

84. Where any of the intended Works to be done under or by virtue of this Act shall or may pass over, under, or by the Side of or so as to interfere with any Sewer, Drain, Watercourse, Defence, or Work under the Jurisdiction or Control of the Metropolitan Board of Works, or of any Vestry or District Board constituted under "The Metropolis Local Management Act, 1855," "The Metropolis Management Amendment Act, 1862," or any Act or Acts amending the same or extending the Powers thereof, or with any Sewers or Works to be made or executed by the said Boards or Vestry or either of them, or shall or may in any way affect the Sewerage or Drainage of the Districts under their or either of their Control, the Company shall not commence such Work until they shall have given to the said Metropolitan Board, or to the District Board or Vestry, as the Case may be, Fourteen Days previous Notice in Writing of their Intention to commence the same, by leaving such Notice at the principal Office of such Board or Vestry, as the Case may be, for the Time being, with a Plan and Section showing the Course and Inclination thereof, and other necessary Particulars relating thereto, and until such Board or Vestry respectively shall have signified their Approval of the same, unless such Board or Vestry, as the Case may be, do not signify their Approval, Disapproval, or other Directions within Fourteen Days after Service of the said Plans, Sections, and Particulars as aforesaid; and the Company shall comply with and conform to all Orders, Directions, and Regulations of the said Metropolitan Board and of the respective Boards or Vestries in the Execution of the said Works, and shall provide, by new, altered, or substituted Works, in such Manner as such Boards or Vestries respectively may deem necessary, for the proper Protection of and for preventing Injury or Impediment to the Sewers and Works herein-before referred to by or by reason of the said intended Works or any Part thereof, and shall save harmless the said Metropolitan Board, District Board, and Vestry respectively against all and every the Expense to be occasioned thereby; and all such Works shall be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board, District Board, or Vestry, as the Case may be, at the Costs, Charges, and Expenses in all respects of the Company; and all Costs, Charges, and Expenses which the said Metropolitan Board, or any District Board or Vestry, may be put to by reason of the Works of the Company, whether in the Execution of Works, the Preparation or Examination of Plans or Designs, Superintendence, or otherwise, shall be paid to such Boards or

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or Vestry by the Company, on Demand ; and when any new, altered, or substituted Works as aforesaid, or any Works or Defence connected therewith, shall be completed, by or at the Costs, Charges, or Expenses of the Company, under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the said Metropolitan Board, District Boards, and Vestry respectively, as the Case may be, as any Sewers or Works now are or hereafter may be ; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested or to be vested in the said Metropolitan Board, District Boards, and Vestries, or any or either of them, or of their Successors, but all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act had not been passed.

85. The several Provisions contained in and extended to "The *Midland Railway (New Lines and Additional Powers) Act, 1864*," for the Protection of the Vestry of the Parish of *Saint Pancras*, shall extend and apply to the new Works by this Act authorized in *Saint Pancras*, as fully and effectually as if such Sections were re-enacted in this Act with reference to such new Works.

Extending certain Parts of Act of 1864 to this Act.

86. All Buildings or Works which shall be at any Time hereafter erected or constructed by the Company on so much of the Land lying on the West Side of *King's Road* in the Parish of *Saint Pancras* which the Company are by this Act authorized to acquire as lies between the North-eastern Angle of the Premises No. 1. and the South-eastern Angle of the Premises No. 10., and between the North-eastern Angle of the Premises No. 26. and the South-eastern Angle of the Road No. 43., on the Plans of the Company deposited for the Purposes of this Act, shall be set back so that the Lines of Fence or Buildings between those Points respectively shall be in straight Lines.

Buildings on the Western Side of King's Road to be set back.

87. Subject to the Provisions of this Act, the Company from Time to Time may make, in the Lines and according to the Levels defined on the deposited Plans and Sections relating thereto respectively, the new Roads or Streets and Widening and Diversion of Streets or Roads herein-after mentioned ; (that is to say,)

Power to make new Roads, &c.

A new Road to be situate wholly in the Parish of *Hendon* in the County of *Middlesex* from the Road between *Brent Street* and *Clitterhouse Farm* called *Sheer Hall Lane*, to commence Southward of the Place where the said Road crosses the River *Brent*, and to terminate by a Junction with the *Edgware Road* South-eastward of the Point where the *Edgware Road* crosses the River *Brent* near the Inn called the *Welsh Harp* :

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The Midland Railway (New Lines and Additional Powers) Act, 1865.

A new Road to be situate wholly in the said Parish of *Hendon* to commence near *Clitterhouse* Farm, and to terminate at the Road called *Child's Hill Lane* North-eastward of the Place where *Child's Hill Lane* joins the *Edgeware Road* in the same Parish:

A Widening of *Watson Street* in the Township and Parish of *Manchester* in the County of *Lancaster* throughout its whole Length; and a new Street in continuation of *Watson Street* from its Termination at *Baker Street* to *Travis Street* in the said Township and Parish of *Manchester*:

A new Road in the Township of *Snibstone* in the Parish of *Whitwich* in the County of *Leicester*, to commence from and out of the Occupation Road leading from *Mantel Lane* to the *Snibstone* Colliery near the Point where such Occupation Road is crossed by the *Midland* Railway, and to terminate by a Junction with *Mantel Lane* on the Eastern Side of the *Midland* Railway near the Point where such Railway crosses the said Lane:

A Diversion of *Barton Road* in the Out-Parish of *Saint Philip and Jacob* in the City and County of *Bristol* between the Junction thereof with *Whipping Cat Hill* and *Union Road*:

And the Company may stop up and discontinue as public Thoroughfares, and appropriate to the Purposes of their Undertaking, the Sites of the following Roads or Parts of Roads, namely, the Road leading from *Clitterhouse* Farm South-westwards to the *Edgeware Road*, and so much of the Road or reputed Road called *Clitterhouse Green Lane* as lies between a Point about Two hundred and sixty Yards North-westward of the Place where the said Lane joins *Child's Hill Lane* and the Place where *Clitterhouse Green Lane* joins the Road leading from *Clitterhouse* Farm to the *Edgeware Road*, all in the said Parish of *Hendon*; and also so much of *Barton Road* in the Out-Parish of *Saint Philip and Jacob* in the City and County of *Bristol* as will be rendered unnecessary by the proposed Diversion of such Road; and the Company may also stop up and discontinue the Use as a Thoroughfare or for any other Purpose of so much of the Occupation Road in the Township of *Snibstone* leading from *Mantel Lane* to the *Snibstone* Colliery as lies between the Fences of and crosses the *Midland* Railway.

Power to deviate in Construction of new Roads.

88. In constructing the new Roads or Streets and the Widening and Diversion of Roads or Streets by this Act respectively authorized, the Company may deviate laterally from the Lines 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.

89. The

The Midland Railway (New Lines and Additional Powers) Act, 1865

89. The new Roads or Streets and the Widening and Diversion of Roads or Streets by this Act respectively 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 respectively or otherwise in relation thereto shall cease, except as to so much thereof as shall then be completed.

Limiting
Period for
Completion
of Roads.

Repair

Repair

90. As regards the new Roads in the Parish of *Hendon* by this Act authorized to be constructed, the Company shall and they are hereby required to keep the same in good and sufficient Repair for a Period of Seven Years from the Time of the Completion thereof.

New Roads
at Hendon to
be kept in
Repair by
the Company
for a certain
Period.

91. Subject to the Provisions of this Act, the Company may purchase by Agreement all or Part of certain Lands and Buildings in the Township and Parish of *Bradford* in the West Riding of the County of *York* bounded on the North by *School Street*, on the South by *Canal Road*, on the East by *Mill Street*, and on the West by the Property of the Company, and when such Purchase shall be made shall make in and over Part of the Lands to be so purchased, and over Part of the *Bradford Beck*, now belonging to the Company, and dedicate to the Public, a new Street of the Width of Thirty-six Feet leading from *School Street* to *Canal Road*, in the Line and Direction delineated on a Plan signed by *John Watlington Perry Watlington* Esquire, the Chairman of the Committee of the House of Commons to which this Act was referred in its Progress through Parliament, and may appropriate to the Purposes of their Undertaking so much of the Lands to be so purchased as shall not be required for the new Street; and when and so soon as such new Street shall be completed and dedicated to the Public the Company may stop up and discontinue, and appropriate to the Purposes of their Undertaking, the Street or Road in the said Township and Parish of *Bradford* called "*Commercial Street*," and also the Footpath in the same Township and Parish leading from *School Street* to *Canal Road*, and may also cover over so much of the *Bradford Beck* as extends from the Company's Passenger Station at *Bradford* to *Mill Street*, and may appropriate to Station and other Purposes the Space over the said Beck when so covered over, and may also remove to some convenient Spot the Sluice which dams up the Water of the *Bradford Beck* near the Company's Station in the said Township and Parish of *Bradford*; but it shall not be incumbent on the Company to widen *School Street* in the Manner shown on the said deposited Plans, or in any other Manner, or to purchase any of the Lands and Houses in the said Township and Parish of *Bradford* situate at or near the Junction of *Canal Street* otherwise called *Leeming Street* with *School Street* and *Railroad Street*, and defined on the said deposited Plans.

Power to ac-
quire Lands
and execute
certain
Works at
Bradford.

The Midland Railway (New Lines and Additional Powers) Act, 1865.

Plan to be deposited with Clerk of the Peace for the West Riding of the County of York.

92. The Plan signed by *John Watlington Perry Watlington* Esquire, referred to in the last preceding Section of this Act, shall, within One Calendar Month after the passing of this Act, be deposited with the Clerk of the Peace for the West Riding of Yorkshire, and all the Provisions of the Public General Act, 1 *Victoria*, Chapter 83, shall extend and apply thereto.

The Company may remove the Shuttle to Bradford Canal.

93. The Company may remove to some convenient Spot the Shuttle which conveys the Water of the *Bradford* Becks near the Company's Station in the said Township and Parish of *Bradford* through the Culvert under *Canal Road* into the *Bradford* Canal Navigation, provided that such Removal shall be made only to such Place and in such Manner and subject to such Terms and Conditions as may be agreed on between the Company of Proprietors of the *Bradford* Navigation and the Company, or, failing an Agreement, may be determined by Arbitration in accordance with "The Railway Companies Arbitration Act, 1859," and for the Purposes of that Act and of such Arbitration the said Company of Proprietors shall be deemed a Railway Company.

Saving Rights of Bradford Navigation Company.

94. Except as by this Act otherwise expressly provided, nothing in this Act contained shall take away, lessen, prejudice, alter, or affect any of the Rights, Privileges, Property, Powers, or Authorities of the Company of Proprietors of the *Bradford* Navigation, or of the Owners from Time to Time of *Frizinghall Mill* in the said Parish of *Bradford*.

Power to substitute open Cutting for Tunnelling at Moseley.

95. Notwithstanding anything in the Act (Local and Personal) Six *William* the Fourth, Chapter Fourteen, contained, the Company may substitute open Cutting for Tunnelling between the Point where the *Birmingham and Bristol* Line of the *Midland* Railway passes under the public Highway leading from *Moseley Wake Green* to *Birmingham* in the Village of *Moseley* in the Parish of *King's Norton* in the County of *Worcester* and the Northern End of the existing Tunnelling or covered Way over the *Midland* Railway in the same Parish.

Power to substitute open Cutting for Tunnelling at Heage.

96. The Company may substitute open Cutting for the existing Tunnel by which the *Midland* Railway passes through the Lands and Property in the Township of *Heage* in the Parish of *Duffield* in the County of *Derby*, herein-before described.

Power to stop up and appropriate the Site of the West Croft (Nottingham)

97. The Company from Time to Time may stop up and discontinue, and appropriate to the Purposes of their Undertaking, the Site of the *West Croft Branch* Canal in the Parish of *Saint Mary* in the County of *Nottingham* and Town and County of the Town of *Nottingham*, or One of them, and Land adjoining thereto, and situate between

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between the said Canal, *Queen's Road*, and *Flood Road*, belonging to the Corporation of *Nottingham* and others; and, without Prejudice to the Powers by this Act granted to the Company for the compulsory Purchase thereof, the Company and the said Corporation may enter into and carry into effect Arrangements with reference to the Transfer thereof to the Company.

Branch
Canal.

98. The Company from Time to Time may extinguish all Rights of Passage or Thoroughfare through or along all Streets, Roads, Passages, and Thoroughfares in the Township and Parish and the City of *Manchester* which are included within the Limits of Lands to be purchased within the said Township and Parish and City, as defined on the deposited Plans relating thereto, and in this Act specially described, and may also stop up and discontinue all Footpaths, Thoroughfares, and Rights of Way over all or any of the before-mentioned Lands and Property in the Parish of *Saint Margaret* in the Borough of *Leicester*, adjoining and on the Eastern and Western Sides of the *Midland Railway*, and abutting upon the Southern Side of the Turnpike Road leading from *Leicester* to *Uppingham*, and also all Footpaths and Thoroughfares and Rights of Way over all or any of the before-mentioned Lands in the Parish of *Hendon* situate between the Turnpike Road leading from *London* to *Edgeware*, the River *Brent*, and the *Brent* Reservoir of the *Regent's Canal* Company, a Road called "*Child's Hill Lane*," leading out of the said Turnpike Road in an Easterly Direction, and a Road called "*Sheer Hall Lane*," and a Line drawn in a Southerly Direction from *Clitterhouse Farm* to *Main's Farm*.

Power to
extinguish
Rights of
Way through
or over
Streets,
Lands, &c.
acquired by
Company.

99. The Site and Soil of the Streets, Roads, Footpaths, Passages, Thoroughfares, and Places by this Act authorized to be wholly or partially stopped up and discontinued, and appropriated to the Purposes of the Company, and the Fee Simple and Inheritance thereof, shall be from the Time of the stopping up thereof respectively absolutely vested in the Company, without Prejudice to any Rights to Compensation to which any Person or Persons may be entitled as Owners, Lessees, or Occupiers under "The Lands Clauses Consolidation Act, 1845."

Site and Soil
of Streets,
&c. vested in
Company.

100. The Company shall abandon the Construction of so much of the Railway thirdly described in and authorized by "*The Midland Railway (New Lines and Additional Powers) Act, 1863*," as is situate between its Junction with the *Midland Railway* in the Parish of *Staveley* in the County of *Derby* and its crossing of the *Staveley Colliery Railway* in the same Parish.

Company to
abandon Part
of authorized
Railway.

101. In any Case where before the passing of this Act any Contract has been entered into or Notice given by the Company
[Local.] 60 T for Compensation to be made where

The Midland Railway (New Lines and Additional Powers) Act, 1865.

Contracts
have been
entered into
or Notices
given.

for purchasing or using any Lands which the Company were empowered to purchase for the Purpose of constructing the Portion of Railway 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 Portion 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.

Repeal of
Provisions in
former Acts
in reference
to level
crossing of
Roads at
Burton.

102. So much of "The *Midland Railway and Burton-upon-Trent Bridge Act, 1859*," as provides that so long as a certain Road numbered 55 in the Parish of *Burton-upon-Trent* on the deposited Plans referred to in that Act shall be crossed on the Level by the Railway thereby authorized it shall not be lawful for the Company or for any other Company or Person to use the Portion of Railway across the same with Engines or Carriages propelled by Steam or Atmospheric Agency, or drawn by Ropes in connexion with Stationary Engines, and so much of "The *Midland Railway (Burton Branches) Act, 1860*," as provides that so long as a certain Road numbered 100 in the said Parish of *Burton* on the deposited Plans referred to in such last-mentioned Act shall be crossed on the Level by the Railway thereby authorized it shall not be lawful for the Company or for any other Company or Person to use the Portion of Railway so crossing that Road on the Level with Engines or Carriages propelled by Steam or Atmospheric Agency, or drawn by Ropes in connexion with Stationary Engines, shall be and the same respectively are hereby repealed.

Company
may apply
Corporate
Funds to
Purposes of
Act.

103. 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.

104. Nothing

The Midland Railway (New Lines and Additional Powers) Act, 1865.

104. Nothing in this Act contained shall repeal or alter the One hundred and forty-second Section of the Act 7 *Geo. 4.* Cap. cxlii., or take away, prejudice, or affect any of the Powers, Rights, or Privileges of the Commissioners of the Metropolis Turnpike Roads North of the *Thames* under the said Act.

Saving Rights of Commissioners of Metropolis Roads.

105. 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.

Interest not to be paid on Calls paid up.

106. 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.

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

107. 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.

108. 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.

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