



CHAPTER cxviii.

An Act to confer additional Powers upon the Midland Railway Company for the construction of Works and the acquisition of Lands for raising further Capital for vesting in that Company the powers of the Dore and Chinley Railway Company and for extending the time for the acquisition of Lands for and the construction of the Dore and Chinley Railway and for other purposes.

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[24th July 1888.]

WHEREAS it is expedient that the Midland Railway Company (in this Act called "the Company") should be empowered to construct the new railways road and footpath and maintain the railways and execute the other works and exercise the other powers in this Act mentioned and also to acquire additional lands for the purposes of this Act and for extending their station siding warehouse coal wharf dépôt mineral goods and other accommodation and for other purposes connected with their undertaking:

(New railways and other works additional lands &c.)

And whereas plans and sections showing the lines and levels of the railways and other works by this Act authorised and plans showing the lands required or which may be taken for the purposes or under the powers of this Act and also books of reference to those plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands were duly deposited with the clerks of the peace for the several counties within which the said railways and other works will be made and the said lands are situate and those plans sections and books of reference are in this Act referred to as the deposited plans sections and books of reference respectively:

(Deposit of plans.)

And whereas it is expedient that the powers conferred by the Midland Railway (Additional Powers) Act 1883 for the construction of the railways and works by that Act authorised and hereinafter referred to should be continued and the time by that Act limited

(Extension of time for completion of railways authorised in 1883.)

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A.D. 1888. — for the completion of the same railways and works should be extended as in this Act provided :

(Superfluous
lands.)

And whereas it is expedient that further powers should be conferred upon the Company with respect to the sale lease or other disposal of lands acquired by them which are not or eventually may not be required for the purposes of their undertaking :

(Dore and
Chinley
Railway
Acts.)

And whereas the Dore and Chinley Railway Company (in this Act called "the Dore and Chinley Company") was incorporated by the Dore and Chinley Railway Act 1884 and authorised to construct and maintain the railways in the county of Derby in that Act described with power to raise one million and fifty thousand pounds by shares or stock and three hundred and fifty thousand pounds by borrowing :

And whereas by the Dore and Chinley Railway Act 1885 the Dore and Chinley Company were authorised to construct further railways and to abandon the construction of a portion of the Railway No. 1 authorised by the said Act of 1884 and to raise additional capital to the extent of twenty thousand pounds by shares or stock and six thousand six hundred and sixty pounds by borrowing :

And whereas by an agreement dated the eighteenth day of April one thousand eight hundred and eighty-four and scheduled to and confirmed by the Dore and Chinley Railway Act 1884 the Company agreed and were empowered from and after the opening of the railways authorised by that Act for public traffic to work manage and maintain the same in perpetuity and to pay to the Dore and Chinley Company a sum equivalent to three per centum per annum on the authorised share capital of the Dore and Chinley Company and by another agreement dated the sixth day of May one thousand eight hundred and eighty-five and scheduled to and confirmed by the Dore and Chinley Railway Act 1885 the railways by that Act authorised were for the purposes of the first-mentioned agreement declared to be part of the railways therein referred to :

And whereas by the Dore and Chinley Railway Act 1886 the Dore and Chinley Company were empowered to pay interest during the construction of their authorised railways upon the amount paid up from time to time in respect of the shares in their capital :

(Dore and
Chinley
Railway—
Transfer of
powers.)

And whereas the Dore and Chinley Company have been unable to raise the capital for the construction of their authorised railways and it is expedient that the Dore and Chinley Company should be dissolved and that the Company should be empowered to construct the railways authorised by the Dore and Chinley Railway Act 1884 and the Dore and Chinley Railway Act 1885 and (subject as hereinafter provided) to exercise the powers conferred by those Acts and

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the Dore and Chinley Railway Act 1886 (which said three Acts are in this Act referred to collectively as the Dore and Chinley Acts):

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And whereas it is expedient that the powers granted by the Dore and Chinley Railway Act 1884 for the compulsory purchase of lands for the purposes of the railways by that Act authorised (except such part thereof as was authorised to be abandoned as aforesaid) should be revived and extended as by this Act provided and that the time by that Act limited for the completion of the said railways (except as aforesaid) should be extended as by this Act provided and also that the periods limited by the Dore and Chinley Railway Act 1885 for the acquisition of lands for and for the completion of the railways by that Act authorised should be extended as by this Act provided:

(Revival of powers and extension of time—Dore and Chinley Railway.)

And whereas it is expedient that the agreement between Richard Mickelthwait of the first part the Company of the second part the Local Board for the district of Horsforth in the West Riding of the county of York of the third part and the Newlay Bridge Company Limited of the fourth part set forth in the second schedule to this Act should be confirmed:

(Confirmation of scheduled agreement.)

And whereas by the Midland Railway (Additional Powers) Act 1885 the undertaking of the Bedford and Northampton Railway Company (in this Act called "the Bedford Company") was amalgamated with the undertaking of the Company and the Bedford Company was dissolved:

(Bedford and Northampton rent-charges.)

And whereas certain rent-charges granted by the Bedford Company amounting in the aggregate to one hundred and forty-five pounds thirteen shillings and one penny per annum are still outstanding and it is expedient that such provision as is contained in this Act should be made for the redemption thereof by the Company:

And whereas by the Somerset and Dorset Railway Leasing Act 1876 the railways in that Act mentioned of the Somerset and Dorset Railway Company (in this Act called "the Somerset Company") were vested by way of lease in the London and South Western Railway Company (in this Act called "the South Western Company") and the Company subject to the payment by way of rent of the sums in that Act mentioned:

(Somerset and Dorset rent-charge.)

And whereas the Somerset Company are under obligation to redeem a certain rent-charge upon their railway held by the trustees of Lord Rivers' estate (hereinafter called "Lord Rivers' rent-charge") by the payment in cash of eight thousand three hundred and fifty-two pounds fifteen shillings and seven pence and have applied to the South Western Company and the Company to pay to them the said sum for that purpose which those Companies have agreed

A.D. 1888. to do upon the fixed rent payable by them under the Somerset and Dorset Railway Leasing Act 1876 being reduced as provided by this Act:

(Capital.) And whereas it is expedient that the Company should be empowered to raise additional capital for the purposes of the railways and other works by this Act authorised and also for the making and enlargement of stations sidings warehouses engine-sheds workshops coal wharves depôts mineral goods and other works and conveniences for the accommodation of the increased and increasing traffic on their railways and for completing the purchase of lands and buildings for any of the above-mentioned purposes and for providing additional plant and rolling-stock block and interlocking signals and for the general purposes of their undertaking:

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:—

Short title. 1. This Act may be cited for all purposes as the Midland Railway Act 1888.

Incorporation of general Acts. 2. The following Acts and parts of Acts are except where expressly varied by this Act incorporated with and form part of this Act (that is to say):—

The Lands Clauses Consolidation Acts 1845 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883:

The Railways Clauses Consolidation Act 1845:

Part I. (relating to the construction of a railway) and Part II. (relating to extension of time) of the Railways Clauses Act 1863:

The provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters namely:—

The transfer and transmission of shares:

The payment of subscriptions and the means of enforcing the payment of calls:

The forfeiture of shares for non-payment of calls:

The remedies of creditors of the Company against the shareholders:

The borrowing of money by the Company on mortgage or bond:

The conversion of borrowed money into capital:

The consolidation of shares into stock: and

Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863. A.D. 1888.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction : Interpretation.

The expression "the railways" means the new railways by this Act authorised :

The expression "the Dore and Chinley Railway" means the railways authorised by the Dore and Chinley Railway Act 1884 and by the Dore and Chinley Railway Act 1885 except such part thereof as was authorised to be abandoned by the last-mentioned Act :

The expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated herewith shall for the purposes of this Act be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

4. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections thereof the railways hereinafter described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on those plans and described in the deposited books of reference relating thereto as may be required for that purpose. Power to make new railways.

The railways hereinbefore referred to and authorised by this Act are—

A railway (to be called "the Ancoats Passenger Junction") four chains and seventy-six links in length situate wholly in the township of Ardwick in the parish of Manchester in the county of Lancaster commencing by a junction with the main passenger lines of the Manchester Sheffield and Lincolnshire Railway at a point twenty-five yards or thereabouts west of the western end of the platform of the Ashbury's station and terminating by a junction with the main goods lines of the same railway at a point thirty-four yards or thereabouts east of the junction with those lines of the Company's Ancoats goods branch :

A railway (to be called "the King's Norton Curve") two furlongs five chains and thirty links in length situate wholly in the parish of King's Norton in the county of Worcester commencing by a junction with the Company's Birmingham West Suburban Railway and terminating by a junction with the Company's Bristol and Birmingham Railway.

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Tolls.

5. The railways shall for the purposes of tolls and charges and for all other purposes whatsoever be part of the railway of the Company as if the same had been part of the Midland Railway vested in the Company by the Act (local and personal) 7 and 8 Vict. chapter 18 entitled "An Act to consolidate the North Midland Midland Counties and Birmingham and Derby Junction Railways" and had formed part of the line of the Midland Railway at the time of the passing of the Act (local and personal) 9 and 10 Vict. chapter 326 entitled "An Act to consolidate the Bristol and Gloucester and Birmingham and Gloucester Railway Companies with the Midland Railway Company."

For the protection of the Manchester Sheffield and Lincolnshire Railway Company.

6. In constructing the works called the Ancoats Passenger Junction by this Act authorised (hereinafter referred to as "the passenger junction") the following provisions for the protection of the Manchester Sheffield and Lincolnshire Railway Company (hereinafter called "the Sheffield Company") shall (unless otherwise agreed on in writing between the Sheffield Company and the Company) apply to and be obligatory upon the Company:—

- (1) The passenger junction shall be constructed at the point shown on the deposited plans according to plans and sections to be reasonably approved by and to be executed under the superintendence and to the reasonable satisfaction of the principal engineer for the time being of the Sheffield Company and in all things at the expense of the Company:
- (2) During the construction of the passenger junction the Company will bear and on demand pay to the Sheffield Company the expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching their railway with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations of the Company or from the acts or defaults of the contractors or of any person or persons in their employment or otherwise:
- (3) The Company shall at all times maintain the passenger junction in substantial repair and good order to the reasonable satisfaction in all respects of the principal engineer of the Sheffield Company and if and whenever the Company fail so to do the Sheffield Company may make or do such repairs and the sum from time to time certified by such engineer to be the reasonable amount of such expenditure shall be repaid to the Sheffield Company by the Company and in default of payment may be recovered by them from the Company with full costs in any court of competent jurisdiction:

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- (4) The Company and their contractors agents servants or workmen shall not in constructing or repairing the passenger junction and works on the railway of the Sheffield Company obstruct impede or interfere with the free and uninterrupted and safe use of the railway or other works of the Sheffield Company or any traffic thereon or if any such obstruction or interference shall be caused or take place contrary to this enactment the Company shall pay to the Sheffield Company all costs and expenses to which that Company may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption such costs expenses and compensation to be recoverable with full costs by that Company in any court of competent jurisdiction :
- (5) The Company shall not in any case without the previous consent in writing under the common seal of the Sheffield Company use enter upon or interfere with the railway works lands or property at any time belonging to or in the possession or under the power of the Sheffield Company except only such part or parts thereof respectively as it shall be necessary for the Company to use enter upon or interfere with for making and maintaining the passenger junction and other works authorised by this Act :
- (6) With respect to the railway works lands or property of the Sheffield Company which the Company are by this Act authorised to take use enter upon or interfere with the Company shall not purchase and take the same but they may purchase and take and the Sheffield Company may and shall sell and grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same :
- (7) The Sheffield Company may from time to time either on their own lands or on the lands of the Company erect such signals and conveniences incident to or necessary on account of the construction of the passenger junction by this Act authorised and may from time to time appoint and remove such watchmen switchmen or other persons as may be necessary for the prevention of danger to or interference with the traffic at and near the passenger junction and the working and management of such signals and conveniences wherever situate shall be under the exclusive regulation of the Sheffield Company and all the expenses of erecting and maintaining and if necessary of altering from time to time those signals and conveniences (unless such alterations shall be made for the convenience of the Sheffield Company) and of employing those watchmen

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switchmen and other persons and all incidental current expenses shall at the end of every half-year be repaid by the Company to the Sheffield Company and in default thereof may be recovered from them with full costs of suit in any court of competent jurisdiction :

- (8) If any difference shall arise between the Company and the Sheffield Company as to the true intent and meaning of this enactment or the mode of giving effect thereto the same shall be from time to time determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration :
- (9) Nothing in this Act contained shall extend to prejudice alter or take away any of the rights privileges or powers of the Sheffield Company otherwise than is herein expressly provided.

Provision as to running powers to the Sheffield Company over portion of Company's railway.

7. The Sheffield Company their officers and servants may run over work and use with their engines and carriages for the purposes of their traffic so much of the Company's railway as lies between the point of junction with the Sheffield Company's main line of railway at or near the Ashbury's Station on that railway and the junction of the Company's railway with the Lancashire and Yorkshire Railway Company's Miles Platting Branch and all stations booking offices watering places sidings turntables warehouses wharves telegraphs and other conveniences connected with the same in consideration whereof the Sheffield Company shall pay to the Company mileage tolls after deducting terminals passenger duty and twenty-five per centum for working expenses on all the Sheffield Company's traffic passing from the said first mentioned point of junction over the Company's line of railway to the junction with the Lancashire and Yorkshire Railway Company's Miles Platting Branch as for one mile and a quarter.

For the protection of the Corporation of Birmingham.

8. The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Birmingham (in this section referred to as "the Corporation") shall with reference to the railways and works (in this section called "the railway") authorised to be made within the limits in which the Corporation are authorised to supply gas and water have effect (that is to say) :—

- (1) The provisions of the Railways Clauses Consolidation Act 1845 contained in the sections 18 to 23 inclusive shall subject to the provisions of this Act extend and apply to the gas and water mains pipes and apparatus of the Corporation and whenever in those sections the words "Company" or "Society" are used the same shall for all the purposes of this Act be held to extend to and include the Corporation :

- (2) The Company shall not interfere with any gas or water main pipe or apparatus of the Corporation until they shall have given to the town clerk three clear days' notice in writing of their intention to commence the intended works such notice to be accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the gas or water mains pipes and apparatus proposed to be interfered with : A.D. 1888.
- (3) Wherever the gas or water mains pipes or apparatus of the Corporation shall be severed or interfered with in the exercise of any of the powers of this Act and wherever it is necessary for maintaining the supply of gas or water to lay additional mains or pipes such additional mains or pipes shall previous to the severance or interference be laid by the Corporation at the expense of the Company :
- (4) If by reason of the exercise of any of the powers of this Act the Corporation shall necessarily incur any additional cost in altering any existing gas or water main pipe or apparatus the Company shall repay to the Corporation such additional cost :
- (5) If by reason of the exercise of any of the powers of this Act any increased length of gas or water mains or pipes or any additional apparatus shall become necessary the same shall be forthwith constructed and laid by the Company according to such plan and sections and in such reasonable manner as shall be approved by the Corporation :
- (6) The Corporation may at their own cost from time to time lay any gas or water main or pipe under the roadway of the bridge erected under the authority of this Act to carry the public road from Birmingham to King's Norton over the railway but so as not to interfere with the structure of the said bridge or increase the liability of the Company with respect to the maintenance thereof.

9. In constructing "the King's Norton Curve" under the Pershore Road (hereinafter called "the said road") the following provisions for the protection of the guardians of the poor of the King's Norton Union in the counties of Worcester Warwick and Stafford acting as the rural sanitary authority of such union (hereinafter called "the Sanitary Authority") shall apply (that is to say) :—

For protection of the rural sanitary authority of the King's Norton Union.

- (1) The bridge carrying the said road over the railway shall be of a clear width throughout between the parapets of not less than thirty-six feet measured on the square and the parapets of the bridge shall be of not less than six feet in height above the level of the footpath :

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- (2) The Company shall construct and maintain on either side of the said bridge a footpath six feet in width and shall properly kerb and channel the same and shall make the roadway of the intended bridge to the reasonable satisfaction of the sanitary authority :
- (3) The Company shall not without the consent of the sanitary authority open or break up at any one time more than one-half in width of the said road and the Company shall with all convenient speed complete the work on account of which they opened or broke up such portion of the road and fill in the ground and make good the surface of the same in all respect to the reasonable satisfaction of the sanitary authority and restore the portion of the road to as good condition as that in which it was before it was opened or broken up and clear away all surplus paving or metalling materials or rubbish occasioned thereby :
- (4) They shall in the meantime cause the place where the road is opened or broken up to be fenced watched and properly lighted at night :
- (5) The sanitary authority may from time to time lay any sewer or drain gas water or other pipe under the roadway and over the railway :
- (6) All works executed by the sanitary authority under the powers hereby conferred shall be executed without injuring or interfering with the said bridge and under the superintendence and to the reasonable satisfaction of the engineer of the Company for the time being :
- (7) In the construction of the railway the Company shall pay to the sanitary authority all costs charges and expenses which they may incur in moving altering reinstating improving adding to or maintaining the existing lamp pillars lamps services and pipes rendered necessary by reason of the construction of the railway :
- (8) The Company shall not execute or commence the construction of the bridge or works connected therewith or any works authorised by this section until they shall have given to the sanitary authority twenty-one days' notice in writing of their intention to commence the same by leaving such notice at the office of the sanitary authority together with plans elevations sections and other necessary particulars of the construction of the said bridge and other works so far as they affect the said road and until the sanitary authority shall have signified their reasonable approval of the same unless the said sanitary authority fail to signify such approval or their disapproval within twenty-one days after the service of the said notice and

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delivery of the said plans elevations sections and other particulars as aforesaid in which case they shall be deemed to have approved the same and in case of disapproval of the said plans sections and elevations any question in difference shall be determined by an arbitrator to be nominated for that purpose by the Board of Trade :

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- (9) In the event of the sanitary authority hereafter requiring to lay a sewer under the said road the laying or construction of which would be interfered with by the railway the Company shall at their own expense execute all such works as may be necessary to carry such sewer under the railway in a convenient manner to be agreed upon between the engineers of the sanitary authority and of the Company respectively or to be determined by an arbitrator appointed as hereinbefore provided and such works shall be executed by the Company contemporaneously with the construction of the sewer by the sanitary authority under the portions of the said road adjoining the railway.

10. If the railways are not completed within the period of five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the railways or otherwise in relation thereto shall cease to be exercised except as to so much thereof as shall then be completed.

Period for
completion
of railways.

11. If the Company fail within the period limited by this Act to complete the railways or either of them they shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the uncompleted railway or railways is or are completed and opened for public traffic or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the uncompleted railway or railways :

Imposing
penalty
unless rail-
ways opened.

The said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act or by the solicitor to Her Majesty's Treasury and in the same manner as the penalty provided in the third section of the Railway and Canal Traffic Act 1854 :

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court of Judicature in England in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as hereinafter provided :

A.D. 1888. — 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 the uncompleted railway or railways by unforeseen accident or circumstances beyond their control. Provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Application
of penalty in
respect of
new rail-
ways.

12. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or railways in respect of which the penalty has been incurred or any portion thereof or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court of Justice in England may seem fit:

If no such compensation shall be payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid to or for the account of Her Majesty's Exchequer in such manner as the court thinks fit to order on the application of the solicitor to Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the court if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Sanctioning
constructed
Alfreton
Colliery
Branch and
Harpenden
Curve.

13. The construction and maintenance of the railways next hereinafter mentioned as shown upon the deposited plans and sections relating thereto are hereby sanctioned and the said railways shall be deemed to have been lawfully constructed. The railways hereinbefore referred to are:—

A railway (to be called "the Alfreton Colliery Branch") five furlongs six chains and ninety links in length situate in the parishes of South Normanton and Alfreton in the county of

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Derby commencing by a junction with the Company's Erewash Valley Branch and terminating at the termination of the existing branch to the new colliery of the Blackwell Colliery Company:

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A railway (to be called "the Harpenden Curve") one furlong nine chains and thirty-five links in length situate wholly in the parish of Harpenden in the county of Hertford commencing by a junction with the Company's Bedford and London Railway and terminating by a junction with the Company's Hemel Hempsted branch railway:

And the provisions of the section of this Act of which the marginal note is "Tolls" shall extend and apply to the said railways.

14. Subject to the provisions of this Act the Company may make in the lines shown on the deposited plans the road and footpath hereinafter described with all proper works and conveniences connected therewith and may exercise the other powers hereinafter mentioned and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes (that is to say):—

Power to make road and foot-path &c.

(1) They may construct a new road in the township of Long Eaton in the parish of Sawley in the county of Derby commencing by a junction with the public road known as New Tythe Street at the southern end thereof and terminating by a junction with the occupation road known as Huss Lane at a point two chains or thereabouts east of the level crossing of that occupation road by the Company's Erewash Valley Railway and may stop up and discontinue and extinguish all rights of way over so much of the said occupation road as lies between the gates of the said level crossing:

(2) They may make a new footpath in the parishes of Isham and Burton Latimer or one of them in the county of Northampton commencing by a junction with the existing footpath which crosses the Company's railway on the level at the north-west end of Isham Station at a point three chains or thereabouts west of the said railway and terminating by a junction with the public road from Isham to Burton Latimer which crosses over the Company's railway at the south-eastern end of the said station at or near the junction with that road of the approach road to the said station and may enter upon take use and hold certain lands in the said parishes lying on both sides of and adjoining the said railway at and near to the said station and may stop up and discontinue and extinguish all rights of way over so much of the said existing footpath as

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lies between the commencement of the proposed new footpath and the junction of the existing footpath with the said public road.

Provision as
to repair of
road &c.

15. Subject to the provisions of this Act the road and footpath to be made under the authority of this Act (except the stone iron or other structure carrying such new road or footpath over any railway which structure shall unless otherwise agreed be repaired and maintained by and at the expense of the Company) shall when made and completed respectively be from time to time repaired and maintained by and at the expense of the same parties in the same manner and to the same extent as other roads and footpaths within the townships or parishes respectively in which such road and footpath will be situate are from time to time liable to be repaired or maintained:

If any question shall arise between the Company and any of such parties as to the due completion of the road or footpath or either of them such question shall from time to time be determined by two justices on the application of either of the parties in difference and after not less than seven days' notice to both parties of the sitting of such justices for the purpose and the certificate of such justices of the due completion of such road or footpath shall be conclusive evidence of the fact so certified.

As to vesting
of site and
soil of por-
tions of road
&c. stopped
up.

16. The site and soil of the said portions of road and footpath by this Act authorised to be stopped up and discontinued and the fee-simple and inheritance thereof (except where by this Act otherwise provided) if the Company are or if and when under the powers of this Act or of any other Act relating to the Company already passed they become the owners of the lands on both sides thereof shall be from the time of the stopping-up thereof respectively subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway wholly and absolutely vested in the Company for the purposes of their undertaking.

Extinguish-
ment of
rights of
way &c.

17. Subject to the provisions of this Act all rights of way over and along the portions of highways and footpaths which may under the provisions of this Act be stopped up and discontinued and over and along any of the lands which may under those provisions be purchased or acquired by compulsion shall be and the same are as from the stopping up or discontinuance of the said portions of highways or the purchase or acquisition of the said lands hereby extinguished:

The Company shall not stop up any existing road or any footpath until they shall have completed and opened to the public the road or footpath (if any) to be substituted therefor.

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18. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may from time to time enter upon take use and appropriate to the purposes of extending their stations sidings warehouses engine-sheds workshops coal wharves depôts mineral goods and other works and conveniences for the accommodation of their traffic and for other purposes connected with their undertaking all or any of the lands houses and buildings following delineated on the deposited plans thereof and described in the deposited books of reference relating thereto :—

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Power to acquire lands for general purposes.

Certain lands in the township of Hunslet in the parish of Leeds in the West Riding of the county of York bounded by Junction Street Butterley Street Whitley Street and Hunslet Lane with power to the Company to widen Whitley Street on the western side thereof and (if and when the Company become the owners of the lands on both sides thereof) to stop up and discontinue and extinguish all rights of way over and to appropriate to the purposes of their undertaking Butterley Street and the southern portion of Junction Street :

Certain lands in the township of Sawley and Wilsthorpe in the parish of Sawley in the county of Derby lying on both sides of and adjoining the Company's railway from Derby to Trent near to and west of Sawley Junction :

Certain lands in the parish of Great Malvern in the county of Worcester lying on the east side of and adjoining the Company's railway from Tewkesbury to Malvern at and near its junction with the Great Western Railway :

Certain lands in the parish of Willesden in the county of Middlesex lying on the west side of and adjoining the Company's Midland and South Western Junction Railway near to the Stonebridge Park Station thereon.

19. The powers granted by this Act to the Company for the compulsory purchase of lands houses and buildings shall not be exercised after the expiration of three years from the passing of this Act.

Period for compulsory purchase of lands.

20. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement right or privilege (not being an easement of water) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rent-charges so far as the same are applicable

Power to grant easements &c. by agreement.

A.D. 1888. in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Extension of time for construction of railways authorised by Midland Railway (Additional Powers) Act 1883.

21. The time limited by the Midland Railway (Additional Powers) Act 1883 for the completion of the Liverpool Commercial Road Deviation Railway the Doe Lea and Teversall Junction Railways and the Stonehouse Curve Railway and works connected therewith respectively by that Act authorised is hereby extended for the period of three years from the sixteenth day of July one thousand eight hundred and eighty-eight and section 14 of that Act so far as the same relates to or affects the said railways respectively shall be read and construed as if the period by this Act limited for the completion of the same had been the period limited by the said Act of 1883 :

If the said railways be not completed within the extended period by this Act limited then on the expiration of that period the powers by this Act granted to the Company for making and completing the same or otherwise in relation thereto shall cease to be exercised except as to so much thereof as shall then be completed.

Extending time for sale of certain superfluous lands.

22. The Company may notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company with which that Act is incorporated retain and hold any lands belonging to them which have not yet been applied to the purposes of the Company or sold or disposed of by them in the parishes enumerated in the first schedule to this Act for the periods following (that is to say) as regards such of the said lands as are situate near to or adjoining any railway or station of the Company or as the Company may be of opinion that they may require for the purposes of stations sidings or other conveniences for the period of ten years from the passing of this Act and as regards the other of the said lands for the period of two years from the passing of this Act :

But the Company shall at the expiration of such respective periods of ten years and two years sell and dispose of all such parts of those lands respectively as shall not then have been applied to or are not then required for the purposes of their undertaking as superfluous lands.

Dissolution of Dore and Chinley Company and transfer of powers to Company.

23. On the passing of this Act the Dore and Chinley Company shall be and the same is hereby dissolved and all the rights powers privileges and authorities which by the Dore and Chinley Acts are conferred upon the Dore and Chinley Company as revived extended or varied by this Act are subject to the contracts obligations debts and liabilities of that Company by this Act transferred to and vested in the Company who may in their own name and under their own seal or under the hands of their directors secretary officers and

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servants exercise all those rights powers privileges and authorities (except only the powers of raising money which powers are by this Act repealed) as fully and effectually in all respects as the Dore and Chinley Company might have exercised the same if this section of this Act had not been passed. A.D. 1888.

24. All the provisions of the Dore and Chinley Acts except those relating to the constitution and to the share and loan capital of the Dore and Chinley Company shall (so far as applicable) have effect as if the Company had been named throughout the same instead of the Dore and Chinley Company and the undertaking authorised by those Acts shall subject to the provisions of the said Acts be executed worked and managed by the Company as part of their undertaking. Dore and Chinley Railway to become after transfer part of the undertaking of the Company.

25. Nothing in this Act or in the Dore and Chinley Railway Act 1884 or the Dore and Chinley Railway Act 1885 or in the agreement scheduled to those Acts respectively shall affect the rights of the Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking authorised by the Dore and Chinley Acts and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the passing of this Act be at liberty to exercise all the rights aforesaid notwithstanding that the powers conferred by the Dore and Chinley Acts are transferred to the Company. Saving rights of the Postmaster-General.

26. The following provisions for the protection of Ebenezer Hall his heirs and assigns or other the owner or owners for the time being of the Abbeydale Park estate (all of whom are in this and the next following section referred to as "the owner") as contained in the terms of arrangement between the promoters of the Dore and Chinley Railway and the said Ebenezer Hall dated the twenty-sixth day of June one thousand eight hundred and eighty-four shall unless otherwise agreed between the Company and the owner be observed and have effect (that is to say):— For the protection of Ebenezer Hall.

- (1) The line of Railway No. 1 authorised by the Dore and Chinley Railway Act 1884 as shown on the plans deposited in respect of the application to Parliament for that Act shall where it passes through the owner's estate be diverted between the points A and B on the plan signed by the respective solicitors referred to in the said terms of arrangement (hereinafter called the said plan) and between those points the centre line of railway shall not approach nearer to the residence at Abbeydale Park than the line A B shown on the said plan and between the said points A

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and B the line shall be carried in a cutting the sides of which shall in all parts be at least twenty-five feet above the upper surface of the rails. Provided always that where the natural height is less than twenty-five feet the deficiency shall be made up by an artificial embankment to be planted as provided in the next following sub-section :

- (2) The line of the said railway between the points B and C on the said plan shall on its west or north-west side be screened by a cutting or an embankment and if by embankment the same shall have the following features that is to say (A) The height shall be at least twenty feet above the upper surface of the rails (B) the breadth at the top shall be at least eight feet (C) the outer slope facing the Abbeydale Road shall be at a slope of not less than one and a quarter to one and such slope shall not encroach to a greater extent upon the fishpond than is indicated by blue lines on the said plan (D) the said outer slope shall be properly soiled and planted with shrubs or trees to give it the appearance of a thickly-planted wood or shrubbery and (E) all things shall be done by the Company both in forming the embankment and afterwards maintaining it to effect and preserve such character :
- (3) The Company shall only lay on the owner's estate two lines of railway and no other works whatever but this subsection shall not apply to the land striped blue on the said plan or to such signals signal apparatus and telegraph plant as may be required by the Company or by the Board of Trade for the safe and proper working of the traffic :
- (4) The owner shall have in perpetuity an easement to enjoy as pleasure ground the embankment on the outer side of the railway fence such fence to be put within two feet of the edge of the inner slope :
- (5) The owner shall be at liberty to plant the cuttings furthest from Abbeydale Park so as to give them the appearance of such wood or shrubbery as aforesaid or make them as little unsightly as possible provided that nothing shall be done under this subsection to the prejudice of the maintenance and user of the railway or to put the Company to any additional cost :
- (6) No land shall be taken by the Company under their compulsory powers between the proposed railway or the embankment and Abbeydale Road and the Company may regard land within ten feet of the foot of the embankment as forming part of the embankment :
- (7) If any dispute shall arise between the owner and the Company respecting the matters and provisions aforesaid or any of them

such dispute shall except as herein otherwise provided be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the president for the time being of the Institution of Civil Engineers in London the cost of such arbitration to be in the discretion of such arbitrator. A.D. 1888.

27. For the further protection of the owner the following provisions shall have effect (that is to say):— For the further protection of Ebenezer Hall.

- (1) Notwithstanding anything in this Act contained the Company shall not exercise any powers for the compulsory purchase of any lands or hereditaments forming part of the estate of the owner after the expiration of two years from the passing of this Act:
- (2) Notwithstanding anything in this Act contained the Company shall execute and complete all works for the formation of the Dore and Chinley Railway so far as the same pass through or affect the estate of the owner within three years after the passing of this Act but this restriction shall not apply to ballasting to the laying of permanent way to signalling or to the construction of telegraphs:
- (3) In case the Company shall make default in complying with the last preceding enactment the owner shall be entitled to claim from the Company special compensation for any delay which may occur and the amount of such compensation shall in case of difference be determined by arbitration under the provisions of the Lands Clauses Consolidation Act 1845.

28. The Company may for the purposes of the Dore and Chinley Railway create and issue nine hundred thousand pounds of Midland Railway four per centum preference stock to rank *pari passu* with the existing Midland Railway four per centum preference stock and shall from time to time as funds are required sell portions of such stock at the market price thereof. Company may raise capital of Dore and Chinley Company.

29. If the Company fail within the period limited by this Act to complete the Dore and Chinley Railway the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the said railway is completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the works and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act or by the solicitor to Her Majesty's Treasury and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act 1854 and every sum of money recovered by way Penalty imposed unless the Dore and Chinley Railway is opened within the time limited.

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Application
of penalty in
respect of
Dore and
Chinley
Railway.

30. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the Dore and Chinley Railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Dore and Chinley Company by the Dore and Chinley Acts and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court of Justice in England may seem fit and if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the court thinks fit to order on the application of the solicitor to Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the court if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Release of
Dore and
Chinley
Company's
deposit.

31. In consideration of the liability of the Company to the penalties by this Act provided sections 35 and 36 of the Dore and Chinley Railway Act 1884 and sections 25 and 26 of the Dore and Chinley Railway Act 1885 respectively (relative to the deposit) are hereby

repealed and the High Court of Justice in England shall at any time after the passing of this Act but without requiring the production of a certificate of the passing of the said Acts or either of them order (according to the provisions of the Act of the session of the ninth and tenth years of Her Majesty's reign chapter twenty) the payment or transfer to the respective depositors of the sum of forty-nine thousand seven hundred and forty pounds consolidated three pounds per centum Bank annuities now in court in respect of the railways authorised by the Dore and Chinley Railway Act 1884 and any interest or dividend payable thereon and of the sum of nine hundred and sixty-five pounds like annuities now in court in respect of the railways authorised by the Dore and Chinley Railway Act 1885 and any interest or dividend payable thereon and such sums of money shall not be deemed to be transferred to the Company by this Act.

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32. The directors of the Dore and Chinley Company who are in office at the passing of this Act and the survivors or survivor of them may notwithstanding the dissolution of that Company continue to act and may take any proceedings necessary or proper for winding up the affairs of that Company and distributing the assets thereof (if any).

Directors of
Dore and
Chinley
Company to
wind up
affairs.

33. The powers conferred by the Dore and Chinley Railway Act 1884 for the compulsory purchase of lands for the purposes of the railways by that Act authorised are hereby revived and extended and the powers conferred by the Dore and Chinley Railway Act 1885 for the compulsory purchase of lands for the purposes of the railway by that Act authorised are hereby extended and the said powers respectively shall continue in force and may be exercised by the Company until but not after the expiration of three years from the passing of this Act.

Revival of
powers for
compulsory
purchase of
lands for
Dore and
Chinley
Railway.

34. The Company shall not under the powers of this Act or the Dore and Chinley Railway Act 1884 without the consent of the Local Government Board purchase or acquire in any city borough or other urban sanitary district or in any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers:

Restriction
on displacing
persons of
labouring
class.

The expression "labouring class" includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

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Extension of
time for
construction
of Dore and
Chinley
Railway.

35. The periods limited by the Dore and Chinley Railway Act 1884 and the Dore and Chinley Railway Act 1885 respectively for the completion of the Dore and Chinley Railway are hereby extended for the period of five years from the passing of this Act:

If the said railways be not completed within the said period of five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the same or otherwise relating thereto shall cease to be exercised except as to so much thereof as shall then be completed.

Confirming
agreement as
to Newlay
Bridge.

36. The agreement set forth in the second schedule to this Act and made between Richard Micklethwait of the first part William Henry Key and Henry Jackson Whitley of the second part the Company of the third part the Local Board for the district of Horsforth in the West Riding of the county of York of the fourth part and the Newlay Bridge Company Limited of the fifth part is hereby confirmed and made binding on the parties thereto and shall be carried into effect by them respectively and shall be read and construed as part of this Act and the purposes of the said agreement in so far as they are to be carried out by the said local board shall be deemed to be purposes of the Public Health Act 1875 and shall be carried out by the said Local Board with the powers and subject to the provisions of the said Act.

Power to
Company to
redeem rent-
charges of
Bedford
Company,
and to issue
debenture
stock to
correspond-
ing amount.

37. The Company may make and carry into effect agreements with the owners of the rent-charges of the Bedford Company for the redemption thereof and may from time to time raise such sums of money as shall be required for the purpose of redeeming such rent-charges by the creation and issue subject to the provisions of Part III. of the Companies Clauses Act 1863 of debenture stock in addition to any other debenture stock which they are by this or any other Act authorised to create and issue and the debenture stock of the Company issued under this enactment shall form part of and rank *pari passu* with the existing debenture stocks of the Company.

Power to
Company
and South
Western
Company to
redeem rent
charge of
Somerset
Company.

38. The South Western Company and the Company may out of funds applicable to the general purposes of their respective undertakings pay to the Somerset Company in equal moieties the sum of eight thousand three hundred and fifty-two pounds fifteen shillings and seven pence to be applied by them in redemption and extinction of Lord Rivers' rent-charge and as from the date of such payment the fixed annual rent payable by the South Western Company and the Company to the Somerset Company under the terms of the Somerset and Dorset Railway Leasing Act 1876 shall be reduced by the amount of the said rent-charge.

39. The Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 from time to time raise by the creation and issue of new shares or stock such sums of money as they shall think necessary not exceeding three hundred thousand pounds exclusive of the other moneys which they are or may be by this or any other Act or Acts of Parliament authorised to raise. And the Company may create and issue such shares or stock either wholly or partially as ordinary or wholly or partially as preferential shares or stock as they may think fit.

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Power to Company to raise additional money by creation of shares or stock.

40. The Company shall not issue any new share created under the authority of this Act nor shall any such share vest in the person accepting the same unless and until a sum not being less than one-fifth of the amount of such share shall have been paid in respect thereof.

Shares not to be issued until one-fifth part thereof shall have been paid up.

41. The Company may if they think fit attach to all or any new shares or stock or any class of new shares or stock created under the powers of this Act before the creation thereof 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 or stock.

42. All new shares or stock 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 or stock of same class to have like privileges. Vesting of new shares or stock.

43. Subject to the provisions of this Act all new shares or stock created under this Act shall vest in and belong to such of the then holders of shares or stock as shall accept the same and pay the first instalment on the shares or the amount of the stock at the time which shall be fixed by the directors and specified in the letter offering the new shares or stock.

44. If any holder of shares or stock for one month after such offer of new shares or stock fail to accept the same and pay the required sum in respect thereof the directors shall dispose of the same in such manner as they may deem most for the advantage of the Company.

Shares or stock not accepted may be disposed of by Company.

45. Except as by or under the powers of this Act otherwise provided all new shares or stock 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 or to the amount of the stock so held entitle the respective holders of such new shares or stock 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 the existing shares or stock of the Company other than and except shares or stock to which any guaranteed or preferential dividend of a fixed amount without

Qualifications of new shares or stock.

A.D. 1888. further participation in the profits of the Company shall have been assigned. Provided always that unless otherwise determined by the meeting sanctioning the new shares or stock no person shall be entitled to vote in respect of any of the new shares or stock to which a fixed or preferential dividend or other special advantage shall be assigned.

Saving rights
of existing
preference
shareholders.

46. Except as by this Act otherwise expressly provided 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 Railway debenture stock.

New shares
or stock
raised under
this Act and
any other
Act of pre-
sent session
may be of
same class.

47. Subject to the provisions of any Act already passed by which the Company are authorised to raise capital by new shares or stock and to the provisions of this Act and any other Act passed in the present session whether before or after the passing of this Act by which the Company may be authorised to raise capital by new shares or stock the Company may if they think fit raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to raise by means of new shares or stock.

Power to
borrow.

48. The Company may in respect of the additional capital of three hundred thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage of their undertaking any sum not exceeding in the whole one hundred thousand pounds:

But no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted and one-half thereof is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such capital have been issued and accepted and that one-half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one-half of so much of the said additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock (as the case may be) were issued and accepted and

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paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as the said capital is raised by means of shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same: A.D. 1888.

Upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid in reference to such capital has been given which certificate shall be sufficient evidence thereof.

49. Every provision in any Act passed before the present session of Parliament whereby the Company is authorised to raise by borrowing money for the purposes of their undertaking with respect to the appointment of a receiver for enforcing payment by the Company of arrears of interest or principal or principal and interest shall be and the same is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under any such provision: Provisions with respect to appointment of a receiver.

The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver And in order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

50. All mortgages and bonds granted by the Company in pursuance of the powers of any Act of Parliament passed before the passing of this Act and which shall be subsisting at the time of the passing thereof shall during the continuance of such mortgages and bonds and subject to the provisions of the Acts under which such mortgages and bonds were respectively granted have priority over any mortgages to be granted by virtue of this Act And nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company. Existing mortgages to have priority.

51. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 But notwithstanding anything therein contained the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock. Company may create debenture stock.

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Application
of moneys.

52. All moneys raised under this Act whether by shares stock debenture stock or borrowing shall be applied only to the purposes of this Act and to the general purposes of the undertaking of the Company being in each case purposes to which capital is properly applicable.

Company
may apply
corporate
funds.

53. The Company may from time to time apply for or towards all or any of the purposes of this Act to which capital is properly applicable any sums of money which they have already raised or are authorised to raise by any of their Acts and which are not required for the purposes to which they are by those Acts made specially applicable.

Interest not
to be paid on
calls paid up.

54. No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him But nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

55. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any Standing Order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Provision as
to general
railway
Acts.

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

Costs of Act.

57. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

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SCHEDULES referred to in the foregoing Act.

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FIRST SCHEDULE.

SUPERFLUOUS LANDS OF THE COMPANY.

STOCKINGFORD BRANCH.

PARISH.						COUNTY.
Nuneaton	-	-	-	-	-	Warwick.
Ansley	-	-	-	-	-	Warwick.
Mancetter	-	-	-	-	-	Warwick.

KINGSBURY BRANCH.

Kingsbury	-	-	-	-	-	Warwick.
Polesworth	-	-	-	-	-	Warwick.
Baddesley Ensor	-	-	-	-	-	Warwick.
Baxterley	-	-	-	-	-	Warwick.

TEVERSALL AND PLEASLEY EXTENSION,

Teversall	-	-	-	-	-	Nottingham.
Ault Hucknall	-	-	-	-	-	Derby.
Pleasley	-	-	-	-	-	Derby.

SKEGBY BRANCH EXTENSION.

Teversall	-	-	-	-	-	Nottingham.
Sutton-in-Ashfield	-	-	-	-	-	Nottingham.
Skegby	-	-	-	-	-	Nottingham.

BESTWOOD PARK BRANCH.

Bulwell	-	-	-	-	-	Nottingham.
Papplewick	-	-	-	-	-	Nottingham.
Lenton	-	-	-	-	-	Nottingham.

HOLBECK CONNECTING LINE.

Leeds	-	-	-	-	-	York West Riding.
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WHITECROSS STREET BRANCH.

St. Giles without Cripplegate in the City of London.

LEEDS AND BRADFORD EXTENSION DEVIATION.

Keighley	-	-	-	-	-	York West Riding.
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MANCHESTER SOUTH DISTRICT RAILWAY.

Manchester	-	-	-	-	-	Lancaster.
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SECOND SCHEDULE.

AN AGREEMENT made the sixteenth day of May one thousand eight hundred and eighty-eight between Richard Micklethwait of Ardsley House in the parish of Darfield in the county of York esquire of the first part William Henry Key of Fulford Hall near York esquire and Henry Jackson Whitley of Biggleswade in the county of Bedford of the second part the Midland Railway Company (hereinafter called "the Midland Company") of the third part the local board for the district of Horsforth in the West Riding of the county of York (hereinafter called "the local board") of the fourth part and the Newlay Bridge Company Limited of the fifth part.

WHEREAS an action is pending in the Chancery Division of the High Court of Justice wherein the Midland Company are plaintiffs and the said Richard Micklethwait is defendant (1886 M. No. 449) whereby the Midland Company seek to establish their right to use on payment of certain tolls a bridge over the River Aire near Newlay known as Newlay Bridge forming part of a certain trust estate held by the said William Henry Key and Henry Jackson Whitley upon trust for the said Richard Micklethwait during his life and after his death subject to the payment during her life of a certain annuity to Frances Eleanor his wife if she survive him and subject thereto upon trust for the said Richard Micklethwait in fee And whereas another action is pending in the Chancery Division of the High Court of Justice in which the said Richard Micklethwait William Henry Key and Henry Jackson Whitley are plaintiffs and the Newlay Bridge Company Limited and certain directors of that Company are defendants (1886 M. No. 1715) whereby the said plaintiffs seek to restrain the erection of a footbridge over the River Aire near Newlay aforesaid which as is therein alleged would prejudicially interfere with the said bridge forming part of the said trust estate And whereas with a view to terminate the said litigation the terms hereinafter expressed have been agreed upon between the parties hereto Now it is hereby agreed by and between the parties hereto as follows:—

1. This agreement is subject to the approval of Parliament.
2. The said actions of Midland Railway Company *v* Micklethwait (1886 M. No. 449) and Micklethwait and others *v* the Newlay Bridge Company Limited and others (1886 M. No. 1715) shall be withdrawn from the cause list until after the tenth day of August one thousand eight hundred and eighty-eight and if this agreement shall have been then sanctioned by Parliament no further proceedings shall be taken in either of the said actions.
3. Within three months after the sanction of Parliament has been obtained to this agreement the said Richard Micklethwait and the said trustees shall remove the toll bars from the said Newlay Bridge and shall dedicate to the free use of the public the roadway over the said bridge and the approach thereto from the

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Midland Company's bridge on the south-eastern side and also the following road belonging to or heretofore claimed by him within the district of the local board giving access or forming an approach to the said bridge that is to say so much of the road called Newlay Lane leading from the said bridge to the Kirkstall Otley and Shipley Road as lies between the said bridge and the Cuckoo Steps. A.D. 1888.

4. Upon such removal and dedication the said Midland Company and the local board shall each pay the sum of two hundred and fifty pounds making together the sum of five hundred pounds as compensation for the extinction of all tolls receivable in respect of the said bridge given up under this agreement and for the removal and dedication aforesaid and the said sum of five hundred pounds shall be paid and dealt with as purchase-money and compensation paid in respect of the said bridge and the site of the said road under the Lands Clauses Consolidation Act 1845.

5. The Midland Company and the local board shall indemnify the said Richard Micklethwait against all obligations undertaken by him and all claims and demands whatsoever to which he or the said trust estate may be subject in respect of the repair of the said bridge or of any rights of way thereover or over the said roads so to be dedicated as aforesaid or any of them heretofore granted by him or his predecessors in title.

6. The local board shall be liable to repair that half of the structure of the said bridge and the roadway thereover which lies within the district aforesaid and the Midland Company shall be liable to repair the other half of the structure of the said bridge and the roadway thereover.

7. The local board shall at all times hereafter undertake the repair and maintenance of the road described in clause three of this agreement.

8. Each of the parties to the said action shall respectively bear and pay his or their own costs and expenses thereof.

9. The Midland Company undertake to apply at their own cost for the sanction of Parliament to this agreement and for authority to all parties to carry out the same in the ensuing session and the other parties hereto undertake to do all things necessary on their part in support of the said application.

10. The Midland Company shall pay the reasonable costs charges and expenses as between solicitor and client properly incurred by the said local board of and in relation to the said application to Parliament.

In Witness

Signed by the above-named Richard Micklethwait
in the presence of

R. MICKLETHWAIT.

F. W. FISHER, Solicitor
Doncaster.

The Common Seal of the Midland Railway Company was
hereunto affixed in the presence of

JAMES J. ALLPORT
Director of the Midland Railway Company
Duffield Derby.

Seal of the
Midland Railway
Company.

[Ch. cxviii.]

Midland Railway Act, 1888.

[51 & 52 VICT.]

A.D. 1888. Signed by the above-named William Henry Key in the
presence of

W. H. KEY.

JNO. TEASDALE Solicitor
York.

The Common Seal of the local board was affixed hereto
by James Parkin Chairman in the presence of

WM. HORNER
Their Solicitor and Clerk
Bradford.



JAMES PARKIN
Chairman.

The Common Seal of the Newlay Bridge Company
Limited was affixed hereto by Israel Rishworth
Chairman in the presence of

WM. HORNER
Their Solicitor and Secretary
Bradford.



ISRAEL RISHWORTH
Chairman.

London : Printed for HER MAJESTY'S STATIONERY OFFICE,
By EYRE AND SPOTTISWOODE, Printers to the Queen's most Excellent Majesty.

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