



CHAPTER liii.

An Act to confer additional powers upon the Midland Railway Company and upon that Company and the Great Eastern Railway Company and upon the Midland and Great Northern Railways Joint Committee and the Norfolk and Suffolk Joint Railways Committee for the construction of works and the acquisition of lands and for other purposes. A.D. 1904.

[24th June 1904.]

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

And whereas it is expedient that the Great Eastern Railway Company and the Company (in this Act called "the two Companies") should be empowered to acquire the lands in this Act mentioned in that behalf :

And whereas it is expedient that the Midland and Great Northern Railways Joint Committee (in this Act called "the Midland and Great Northern Committee") should be empowered to acquire the lands in this Act mentioned in that behalf :

And whereas plans and sections showing the lines and levels of the railways and widening of railway 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

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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 and riding within which the said railways and widening of railway and other works will be made or 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 :

And whereas it is expedient that the time now limited by the Midland Railway (West Riding Lines) Act 1898 as extended by the Midland Railway Act 1901 for the compulsory purchase of lands for and for the construction of the works by the said Act of 1898 authorised should be extended as provided by this Act :

And whereas it is expedient that the time limited by the Midland Railway Act 1901 for the compulsory purchase of lands for the purposes of the Sheffield and Attercliffe widening by that Act authorised and of certain lands by that Act authorised to be acquired by the Midland and Great Northern Committee should be extended as provided by this Act :

And whereas it is expedient that the time limited for the construction by the Norfolk and Suffolk Joint Railways Committee (in this Act called "the Norfolk and Suffolk Committee") of the deviation of the Cromer and Mundesley Railway No. 2 authorised by the Midland Railway Act 1899 should be extended as provided by this Act :

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

And whereas it is expedient that some of the powers and provisions of existing Acts relating to the Company should be amended and that further powers should be conferred upon the Company as provided by this Act :

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 for other purposes of this Act 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 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 A.D. 1904.
undertaking :

And whereas it is expedient that the Great Northern and Great Eastern Railway Companies and the Midland and Great Northern and the Norfolk and Suffolk Committees should respectively be empowered to apply their funds to the purposes of this Act in which they are respectively interested :

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 King'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 :—

1. This Act may be cited for all purposes as the Midland Short title.
Railway Act 1904.

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

The Lands Clauses Acts :

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 or transmission of shares ;

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

And Part II. (relating to additional capital) and Part III.
(relating to debenture stock) of the Companies Clauses Act
1863 as amended by subsequent Acts.

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

The expression “the railways” means the new railways by
this Act authorised ;

The expression “the widening” means the widening by this Act
authorised of the Derby and Leeds Railway of the Company.

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Protection of
gas and
water mains
of local
authorities.

4. The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the water and gas mains pipes and apparatus of any local authority and shall be construed as if "local authority" were mentioned in those sections in addition to "company" or "society" Provided that any penalties recovered under section 23 shall be appropriated to that fund of the local authority to which their revenues in respect of water or gas (as the case may be) are appropriated.

Power to
Company to
make and
widen rail-
ways.

5. 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 respectively the new railways and the widening hereinafter described with all proper approaches stations sidings 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 respectively as may be required for those purposes.

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

Two railways to be called the "Langwith Junctions" :—

A Railway No. 1 three furlongs and seven chains in length commencing in the parish of Pleasley in the county of Derby by a junction with the Company's railway from Mansfield to Worksop and terminating in the parish and urban district of Warsop in the county of Nottingham by a junction with the Lancashire Derbyshire and East Coast Railway :

A Railway No. 2 three furlongs and four chains in length commencing in the said parish of Pleasley by a junction with the Company's said railway from Mansfield to Worksop and terminating in the said parish and urban district of Warsop by a junction with the Lancashire Derbyshire and East Coast Railway :

A widening five furlongs and one chain in length of the Company's railway from Derby to Leeds (to be called "the Chesterfield Widening") commencing in the parish and borough of Chesterfield in the county of Derby at a point thereon $3\frac{1}{2}$ chains or thereabouts measured in a southerly direction from the bridge carrying the said railway over Hollis Lane and terminating in the parish of Tapton in the rural district of Chesterfield in the

said county at a point thereon 15 chains or thereabouts measured in a northerly direction from the bridge carrying the said railway over Crow Lane.

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6. The railways and the widening shall for the purposes of maximum rates and charges for merchandise traffic (including perishable merchandise by passenger train) be part of the railway of the Company as if the same had been part of the Midland Railway at the date of the passing of the Midland Railway Company (Rates and Charges) Order Confirmation Act 1891 and shall for all other purposes be part of the undertaking of the Company as authorised by the Midland Railway Consolidation Act 1844.

Rates and charges for railways and widening.

7. The Company may make the arch of the bridge for carrying the railway over the road next hereinafter mentioned of any height and span not less than the height and span hereinafter mentioned in connection therewith (that is to say):—

Height and span of bridge.

No. on deposited Plans.	Parish.	Description of Road.	Height.	Span.
3	Chesterfield (borough of)	Public - - -	13 ft. 2 ins.	30 feet.

8. For the protection of the mayor aldermen and burgesses of the borough of Chesterfield (in this section called “the corporation” and “the borough” respectively) and notwithstanding anything elsewhere in this Act contained the following provisions shall have effect unless otherwise agreed between the corporation and the Company (that is to say):—

For protection of Chesterfield Corporation.

- (1) Within six months of the completion of the widening under the powers of this Act of their railway at the point where it crosses over Hollis Lane within the borough the Company shall take down and reconstruct any portion of their existing bridge over Hollis Lane which is less than thirty feet in width and less than thirteen feet two inches in height:
- (2) The width between the abutments of the bridge carrying the railway as widened over the said road shall not be less than thirty feet in the clear at any point in its length:
- (3) The bridge shall be a girder bridge and the minimum height measuring from the underside of the bridge to the surface of the existing carriage road shall be thirteen feet and two inches:

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- (4) The Company shall take all reasonable precautions to make the bridge watertight and so to maintain it at all times :
- (5) The Company shall at their own expense pave the carriage road under the entire length of the bridge as lengthened with gritstone setts with proper gullies to carry off the surface water to the satisfaction of the borough surveyor and ever after maintain the pavement and gullies to the like satisfaction :
- Provided that the Company may at their option call upon the corporation to do the work at the expense of the Company :
- (6) The Company shall pay to the corporation the cost of providing maintaining and lighting and keeping lighted during such hours as the corporation shall think necessary one public street lamp under the widened bridge :
- (7) The Company shall at all times during the construction of the said works keep open for traffic the roadway and footway of Hollis Lane under the bridge and provide a safe and convenient passage for horses vehicles and foot passengers :
- (8) The width of the railway as widened over the public footpath on the boundary between the borough and the parish of Tapton as authorised to be diverted by this Act shall not exceed two hundred feet and the path shall be carried under the railway in a subway not less than nine feet in width :
- (9) The path through the subway shall be properly made and drained and maintained by and at the expense of the Company to the reasonable satisfaction of the borough surveyor :
- (10) The Company shall provide and maintain and light and keep lighted during such hours as the corporation shall require one public street lamp in the subway in addition to the two lamps at present maintained by the Company for the lighting of the existing footpath :
- (11) All works to be constructed by the Company which may in any manner affect the main intercepting sewer or the manholes or storm overflow of the corporation shall be constructed in such manner and in accordance with such plans as shall be agreed between the

engineer of the Company and the borough surveyor respectively or failing agreement as shall be determined by arbitration in manner hereafter provided: A.D. 1904.

- (12) If any of the proposed works of the Company shall necessitate the deviation or alteration of the sewer or the making of additional or substituted manholes the corporation shall submit to the Company a plan of the works of deviation alteration addition or substitution which the corporation require to be carried out and the Company shall before interfering with the existing sewer or manholes or storm overflow carry out such works to the reasonable satisfaction of the borough surveyor Any difference of opinion as to the necessity of the proposed deviation or alteration or other works referred to in this subsection shall be submitted to an arbitrator to be agreed upon or failing agreement to be appointed by the Local Government Board on the application of either party :
- (13) The Company shall at all times afford to the corporation and their servants reasonable access to the said sewer manholes and storm overflow for the purpose of inspecting cleansing and repairing the same :
- (14) Any difference between the Company and the corporation or between the engineer to the Company and the borough surveyor not otherwise provided for in this section shall be referred to an arbitrator to be appointed by the Board of Trade on the application of either party and the Arbitration Act 1889 shall apply to any such arbitration.

9. The powers of this Act with respect to the purchase and acquisition of lands otherwise than by agreement for the purposes of the railways and junctions hereby authorised so far as the same affect or will be constructed upon the land or property of the Lancashire Derbyshire and East Coast Railway Company (hereinafter called "the Derbyshire Company") and with respect to the making and maintaining of those railways shall unless with the previous consent of the Derbyshire Company in writing under their common seal be exercised only subject to and in accordance with the following provisions :—

For protection of Lancashire Derbyshire and East Coast Railway Company.

- (1) The Company shall not without in every case the previous consent of the Derbyshire Company in writing under their common seal take use enter upon or inter-

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fere with any land railway siding or other works from time to time belonging to or worked by that company except only so far as shall be necessary for the purpose of making and maintaining the said railways as the same are according to this Act to be constructed :

- (2) With respect to any land of the Derbyshire Company which the Company is by this Act authorised to use enter upon or interfere with the Company shall not purchase or take the same but the Company may purchase and take and the Derbyshire 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 :
- (3) If by reason of the construction of the said railway and works or of any junction or altered or substituted junction it shall become necessary to add to or alter any signal cabins signal posts signals or other works on the railways of the Derbyshire Company that company shall make such additions or alterations and the expense thereof shall be repaid to them by the Company forthwith on demand and the cost of maintenance and working of any such additional or altered signal cabins signal posts signals or other works as shall have become necessary by reason of the works or traffic of the Company shall forthwith on demand be repaid to the Derbyshire Company by the Company :
- (4) The said railways and junctions where the same will be made upon or across or will otherwise interfere with any railway siding or other work belonging to or worked by the Derbyshire Company shall subject to the foregoing provisions of this enactment be constructed according to plans sections and specifications to be previously approved by the principal engineer for the time being of the Derbyshire Company who shall report thereon within one month after the same shall have been submitted to him and any difference thereon between him and the principal engineer for the time being of the Company shall (subject as aforesaid) be determined by arbitration in manner hereinafter provided :

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- (5) The Company shall take all possible precautions in the execution of their works to prevent any interference with the free uninterrupted and safe use in the ordinary manner and at the ordinary rate of speed of any railway sidings or other works belonging to the Derbyshire Company :
- (6) The Company shall bear and on demand pay to the Derbyshire Company the expense of the employment by that company during the execution of any works affecting any railway siding or other works of that company of a sufficient number of inspectors watchmen and signalmen to be appointed by that company for watching and signalling the same with reference to and during the execution of any such work of the Company and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any persons in the employ of the Company or of their contractors with reference thereto or otherwise :
- (7) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any acts or omissions of the Company or of their contractors or of any persons in the employ of the Company or of their contractors or otherwise any railway sidings or other works of the Derbyshire Company shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the Derbyshire Company may make good the same and recover the expense thereof with full costs against the Company in any court of competent jurisdiction and if any interruption shall be occasioned to the traffic of or upon any such railway sidings or other works of the Derbyshire Company by reason of any of the matters or causes aforesaid the Company shall pay to the Derbyshire Company all costs and expenses to which company that may be put as well as full compensation :
- (8) If the Derbyshire Company shall at any time hereafter be desirous for the purpose of forming branches or sidings of constructing bridges under or over the said railways by this Act authorised the Company shall

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afford to the Derbyshire Company all reasonable and proper facilities for the construction of such bridges according to plans to be agreed between the principal engineers of the two companies for the time being or in case of difference to be determined by arbitration as hereinafter provided :

- (9) If any difference shall arise between the Company and the Derbyshire 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 manner prescribed by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

Period for
completion
of railways.

10. If the railways are not completed within 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 except as to so much thereof as is then completed.

Imposing
penalty un-
less railways
opened.

11. If the Company fail within the period limited by this Act to complete the railways 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 same 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 uncompleted railway or railways.

The said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act 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 in the Bank and to the credit specified in such warrant or order and shall not be paid thereout except as hereinafter provided.

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. A.D. 1904.

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 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 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 may seem fit. Application of penalty.

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 if a receiver has been appointed or the Company is insolvent or the railway or railways in respect of which the penalty has been incurred or any part thereof has been abandoned be paid or transferred to such receiver or be applied in the discretion of the court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the Company.

13. Subject to the provisions of this Act the Company may in the lines shown upon the deposited plans and (so far as the same are shown on the deposited sections) in accordance with the levels shown on those sections make the new roads and footpath hereinafter described with all proper works and conveniences connected therewith and may exercise the powers hereinafter mentioned 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 those purposes (that is to say):— Power to make new roads and footpath.

- (1) The Company may make a new road in the parish of Wingerworth in the county of Derby commencing at a point on the public road known as Mill Lane leading from Ashover to Grassmoor $2\frac{1}{2}$ chains or

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thereabouts measured in a north-easterly direction from Wingerworth Mill and terminating at or near the centre of the bridge carrying the said lane over the River Rother and they may stop up and discontinue so much of the said lane not required for the new road as lies between the points of commencement and termination of the said new road :

- (2) The Company may make a new road wholly situate in the parish and urban district of Hendon in the county of Middlesex commencing by a junction with the public road from London to Edgware known as Edgware Road at a point thereon 4 chains or thereabouts measured in a north-westerly direction from the junction therewith of Warner's Road and terminating by a junction with Warner's Road at a point 2 furlongs 1 chain or thereabouts measured in a north-easterly direction from the said junction and they may stop up and discontinue so much of the said Warner's Road as lies between Edgware Road and the termination of the said new road and the Company may also enter upon take use and hold the lands in the said parish and urban district lying between and adjoining Warner's Road and the said new road :
- (3) The Company may make a new footpath in the parish and urban district of Coalville in the county of Leicester commencing by a junction with the existing public footpath leading from the London Road to Forest Road which crosses the Company's railway from Burton to Leicester on the level at a point 7 chains or thereabouts north-west of the bridge carrying Forest Road over the said railway at a point on the said footpath on the north-eastern boundary of the Company's property and terminating by a junction with the said public road at or near the north-eastern end of the said bridge and they may stop up and discontinue so much of the said existing footpath as extends from the said first-mentioned point to its junction with the said Forest Road.

For protection of rural district council of Chesterfield.

14. In executing the works of the new road at Wingerworth by this Act authorised the Company shall be subject to the following conditions for the protection of the rural district council of Chesterfield (in this section called "the council") except so

far as it may be otherwise agreed between the Company and the council :— A.D. 1904.

- (1) The said road and the works hereinafter specified shall be constructed on the lines shown on the plan signed by Edgar Lines on behalf of the council and by John Allen McDonald on behalf of the Company :
- (2) The gradient of the said road when constructed shall not be steeper than one in fifteen throughout the entire length thereof and such road shall be paved with grit-stone setts and be hereafter maintained at the expense of the Company :
- (3) The Company shall provide as near as possible without interfering with the existing running lines in the centre of the bridge carrying the said road under the Midland Railway and for the whole width thereof a four feet opening for light such opening to be properly guarded and to be covered with a wire netting :
- (4) The Company shall construct and maintain on the southern side of the said road a raised footway as shown on the said plan of the width of four feet six inches to be constructed with a brick or stone facing and backed up solid with earth the surface to be finished with suitable paving of stone or asphalt and the footway protected with a sufficient iron handrail supported by standards such footway to be three feet above the level of the finished surface of the road :
- (5) The Company shall divert the Mill Goit at the western end of the said road bridge as shown on the said signed plan and shall construct a parapet wall three feet high extending for a distance of twenty feet from the southwestern abutment of the proposed bridge in the direction of Wingerworth Mill :
- (6) The Company shall take all practicable means to keep both the surface and river water from entering or collecting on the said new road and in particular they shall construct and maintain along the north side thereof a twelve-inch drain with two gullies connected therewith at each end of the said road such drain shall be continued alongside the River Rother in a northerly direction for a distance of three hundred yards or thereabouts to discharge into the said river at

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the point marked A on the said plan at which point the said drain shall be fitted with a back flap :

- (7) The Company shall construct and maintain parapet walls on each face of the bridge five feet high above the rail level of the railway for the entire width of the road and for a distance of six feet on each side thereof :
- (8) Any dispute or difference which may arise between the Company and the council with reference to the provisions of this section or in any way arising thereout or as to any works to be carried out in pursuance thereof shall be settled by arbitration by an engineer or other fit person to be appointed (in default of agreement) by the Board of Trade on the application of the Company or the council and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of urban district council of Hendon.

15. In constructing the new road at Hendon by this Act authorised the Company shall in all things comply so far as the same are applicable with the provisions of the agreements dated respectively the eighteenth day of November one thousand nine hundred and three and the ninth day of February one thousand nine hundred and four made between the Company and the urban district council of Hendon.

For protection of Gas Light and Coke Company.

16. For the protection of the Gas Light and Coke Company (in this section referred to as "the gas company") the following provisions shall in the execution of the works by this Act authorised apply and have effect unless otherwise agreed between the Company and the gas company (that is to say) :—

- (1) Before commencing any work by this Act authorised in or under any street in or under which any mains pipes syphons plugs or other works (hereinafter called "apparatus") of the gas company are situate the Company shall from time to time deliver to the gas company plans and sections and a description of the works so proposed to be executed describing the proposed manner of executing the same and such plans sections and description shall be delivered to the gas company at least fourteen days before the commencement of any such work :

If it should appear to the gas company that such works will interfere with or endanger any of their apparatus or impede the supply of gas they may give

notice to the Company to alter the position of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus in such manner as may be considered necessary and to lay or place under any apparatus cement concrete or other like substance and any difference as to the necessity of such alteration support substitution laying or placing cement concrete or other like substance (in this section called "protective works") shall be settled as hereinafter provided and all such protective works shall be done and executed by and at the expense of the Company but to the reasonable satisfaction and under the superintendence (if such superintendence shall be given) of the engineer of the gas company and the reasonable costs charges and expenses of such superintendence shall be paid by the Company And if the gas company by notice in writing to the Company within seven days after the receipt by them of notice of the intended commencement by the Company of any such protective works so require the gas company may by their own engineer or workmen do and execute such protective works and the Company shall on the completion thereof pay to the gas company the reasonable expenses incurred by them in the execution of such protective works :

- (2) It shall be lawful for the gas company and their engineers workmen and others in their employ at all times when it may be necessary to enter upon the lands works and premises of the Company at any point or place where there is existing at the date of the passing of this Act any apparatus of the gas company and to do all such works in and upon such land and premises as may be necessary for repairing maintaining or removing or replacing such apparatus under the same lands and premises Provided always that in so doing the gas company their engineers or workmen or others in their employ shall not interrupt the user of any of the works by this Act authorised And provided also that the gas company shall make good and reimburse to the Company all damages to the works of the Company by this Act authorised occasioned by the exercise of the powers by this section reserved :

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- (3) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the gas company all costs losses damages penalties and expenses which may be incurred by or occasioned to the gas company or to any of their mains pipes syphons apparatus property works and conveniences (including any loss of gas or interruption in the supply of gas by the gas company and all injury or loss by explosion or otherwise) through by reason of or consequent on the execution user or failure of any of the intended works or through by reason of or consequent on any act or omission of the Company or of any of their contractors agents workmen or servants or of any of the persons in their employ or in the employ of their contractors or others or by reason of or consequent on any subsidence caused by any works authorised by this Act to be done by the Company and the Company will effectually indemnify and hold harmless the gas company from all penalties claims and demands upon or against them by reason of such execution or failure or of any such act or omission as aforesaid Provided that the Company shall not be liable for any such costs losses damages or expenses as aforesaid if the same shall be occasioned by anything done or not done in compliance and accordance with any requirement of the gas company :
- (4) The gas company may if they deem fit employ watchmen or inspectors to watch and inspect the works whereby any apparatus of the gas company will be interfered with or affected during their construction repair or renewal and the reasonable wages of such watchmen or inspectors shall be borne by the Company and be paid by them to the gas company :
- (5) If any difference shall arise with respect to any matter under this section between the Company and the gas company or their respective engineers or concerning any plans sections or description to be delivered to the gas company under the foregoing provisions of this section the matter in difference shall be referred to and settled by an arbitrator to be agreed upon or failing agreement to be appointed on the application of either party by the Board of Trade.

17. Subject to the provisions of this Act the new roads and footpath to be made under the authority of the section of this Act of which the marginal note is "Power to make new roads and footpath" shall when made and completed be repaired and maintained by and at the expense of the same parties in the same manner and to the same extent as other new roads and footpaths of the same nature within the parish in which any such road or footpath will be situate are from time to time liable to be repaired or maintained.

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Provisions as to repair of roads foot-paths &c.

If any question shall arise between the Company and any of such parties as to the due completion of any such road or footpath 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.

18. Where this Act authorises the diversion of a road or footpath and the stopping up of an existing road or footpath or portion thereof such stopping up shall not take place until two justices shall have certified that the new road or footpath has been completed to their satisfaction and is open for public use.

Stopping up road in case of diversion.

Before applying to the justices for their certificate the Company shall give to the road authority of the district in which the existing road or footpath is situate seven days' notice in writing of their intention to apply for the same.

As from the date of the said certificate all rights of way over or along the existing road or footpath or portion thereof shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the portion of road or footpath stopped up as far as the same is bounded on both sides by lands of the Company :

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

19. All private rights of way over any lands which shall under the powers of this Act be acquired compulsorily shall as

As to private rights of way over

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lands taken compulsorily. the Company shall make full compensation to all parties interested
in respect of any such rights and such compensation shall be
settled in manner provided by the Lands Clauses Acts with
reference to the taking of lands otherwise than by agreement.

Power to
acquire lands
for general
purposes.

20. 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 enter upon take use and appropriate for the pur-
poses 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
providing accommodation for persons belonging to the labouring
classes who may be displaced in executing the powers of this
Act 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 (that is to say) :—

In the county of Cumberland—

Lands in the parish of Saint Cuthbert Without lying on
the south side of and adjoining the Company's property
at and near the engine shed at the Petterill Goods
Station on their railway from Settle to Carlisle and
west of and adjoining the public road known as the
Durrant Hill Road ;

Lands in the parish of Wetheral lying between and
adjoining the sidings on the Company's railway from
Settle to Carlisle known as the Durrant Hill sidings and
the North Eastern Railway :

In the west riding of the county of York—

Lands in the parish city and county borough of Leeds lying
on the east side of and adjoining Wyther Lane and west
of and near to the goods shed at the Company's Kirkstall
Station ;

Lands in the parish and urban district of Thornhill lying
on the south side of and adjoining Mill Street West and
known as the Victoria Foundry :

In the county of Lancaster—

Lands in the parish of Didsbury in the urban district of
Withington lying on both sides of and adjoining the
Company's Manchester South District Railway and near

the goods shed at the Didsbury Station thereon and on each side of School Lane : A.D. 1904.

In the county of Nottingham—

Lands in the parish and urban district of Mansfield Woodhouse lying on the north-east side of and adjoining the Company's railway from Mansfield to Worksop and between points respectively 7 chains or thereabouts and 31 chains or thereabouts north of the public road from Mansfield to Mansfield Woodhouse :

In the county of Leicester—

Lands in the parish of Thornton lying on the north-east side of and adjoining the Company's railway from Burton to Leicester at and near the Desford Colliery Sidings Signal Box ;

Lands in the parish of Desford lying on the north side of and adjoining the Company's Desford Station and on the west side of and adjoining the public road from Desford to Ratby :

In the county of Rutland—

Lands in the parish of Oakham lying on the west side of and adjoining the Company's railway from Syston to Peterborough and north of and near to the Company's Oakham Station :

In the county of Warwick—

Lands in the parishes of Nether Whitacre and Kingsbury lying on the east side of and adjoining the Company's railway from Birmingham to Derby and extending for a distance of 1 mile or thereabouts measured in a northerly direction from the bridge carrying the public road from Birmingham to Coventry over the said railway :

In the county of Northampton—

Lands in the parish and urban district of Kettering lying on the west side of and adjoining the Company's railway from Leicester to Hitchin and near to and on each side of the branch line leading from Kettering Station to Cransley Ironworks :

In the county of Worcester—

Lands in the parish of Defford lying on both sides of and adjoining the Company's railway from Birmingham to

A.D. 1904.

Gloucester and on the south side of and adjoining the public road from Pershore to Upton ;

Lands in the parish of Norton-by-Bredon in the rural district of Tewkesbury lying on the west side of and adjoining the Company's railway from Birmingham to Gloucester between the mile posts on the said railway denoting $17\frac{1}{4}$ miles and $17\frac{1}{2}$ miles from Gloucester :

In the county of Antrim—

Lands in the townland of Ballyearl in the parish of Carnmoney in the rural district of Antrim lying on the north side of and adjoining the Belfast and Northern Counties Railway of the Company at Ballyclare Junction Station ;

Lands in the townlands of Ballyboylands Upper and Glenlough in the parish of Ballymoney in the rural district of Ballymoney lying on the north-east side of and adjoining the last-mentioned railway near the $49\frac{3}{4}$ mile post ;

Lands in the townland of Portlee in the parish of Drummahilly in the rural district of Antrim lying on both sides of and adjoining the last-mentioned railway at Staffordstown Station ;

Lands in the townland of Skegoneill (city of Belfast) in the parish of Shankill in the county borough of Belfast lying on the east side of and adjoining the last-mentioned railway being part of Milewater Road ;

Lands in the townland of Brocklamont (town of Ballymena) in the parish of Ahoghill in the urban district of Ballymena lying on the north-east side of and adjoining the narrow gauge branch of the Belfast and Northern Counties Railway of the Company and between Ballymena Passenger Station and Cushendall Goods Yard :

In the county of Londonderry—

Lands in the townland of Carmean in the parish of Desertlyn in the rural district of Magherafelt on the east side of and adjoining the Cookstown branch of the Belfast and Northern Counties Railway of the Company at the mile post thereon indicating forty-seven miles from Belfast.

For protection of London and

21. Notwithstanding anything contained in this Act or shown on the deposited plans and sections the Company shall not without

the consent of the London and North Western Railway Company purchase any greater portion of the lands and property of that company than is coloured red on the plan signed by John Allen McDonald on behalf of the Company and Edward Baylies Thornhill on behalf of the London and North Western Railway Company but the Company may acquire and the London and North Western Railway Company may and shall sell and grant an easement over so much of the property of the London and North Western Railway Company as is coloured blue on the said plan.

A.D. 1904.
North West-
ern Railway
Company.

22. For the protection of the urban district council of Kettering (in this section called "the council") the following provisions shall have effect:—

For protec-
tion of urban
district
council of
Kettering.

All works or buildings which may be hereafter constructed or erected by the Company upon any part of the lands numbered on the deposited plans 1 2 3 and 4 in the urban district of Kettering and which may in any manner affect the sewer belonging to the council passing through the said land or any other sewer which the council may construct at any time hereafter shall be constructed in such manner and according to such plans as shall be agreed between the respective engineers of the council and the Company or failing agreement as shall be determined by an engineer to be appointed by the Board of Trade on the application of either party :

The Company shall at all times afford to the servants of the council reasonable access to the said sewers for the purpose of inspecting cleansing or repairing the same.

23. Subject to the provisions of this Act the two companies or either of them with the consent of the other may enter upon take use and appropriate for the purposes of or connected with their undertaking the lands following or some of them delineated on the deposited plans and described in the deposited books of reference thereto (that is to say) :—

Power to
two com-
panies to
acquire addi-
tional lands.

In the county of Middlesex—

Lands in the parish and urban district of Tottenham lying on the south side of and adjoining the railway of the two companies and east of and adjoining the public road known as Green Lanes.

24. For the protection of the urban district council of the urban district of Tottenham (in this section referred to as "the

For pro-
tection of
Tottenham

A.D. 1904. council”) the following provisions shall unless otherwise agreed
 — in writing between the council on the one hand and the two
 Urban Dis- companies or either of them on the other hand have effect (that
 trict Council. is to say) :—

- (1) If within one year after the passing of this Act the council shall widen Green Lanes to the extent shown by a green colour on the plan signed in duplicate by James William Lowther the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred (one copy of which has been deposited in the Parliament Office of the House of Lords and another copy in the Private Bill Office of the House of Commons) or to any less extent then notwithstanding anything contained in this Act or shown on the deposited plans the two companies shall not nor shall either of them enter upon take use or appropriate any portion of the lands described in the section of this Act of which the marginal note is “Power to two companies to acquire additional lands” which shall have been used for the purpose of such widening :
- (2) If the two companies or either of them shall at any time after they shall have acquired the said lands or any part thereof cover over or culvert any part of the watercourse upon the said lands they shall alter and straighten the course of the said watercourse between the points marked “A” and “B” on the said signed plan as indicated on the said plan by a dotted red line and the diverted channel shall be formed to the reasonable satisfaction of the council :
- (3) If any question shall arise between the council and the two companies or either of them (as the case may be) as to the manner of forming the diverted channel of the said watercourse such question shall be determined by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers.

Power to
Midland and
Great
Northern
Committee
to acquire

25. Subject to the provisions of this Act the Midland and Great Northern Committee may enter upon take use and appropriate for the purposes of or connected with their undertaking the lands following or some of them delineated on the deposited plans

and described in the deposited books of reference relating thereto (that is to say) :—

A.D. 1904.

additional
lands.

In the county of Norfolk—

Lands in the parish of Runton lying on the south side of and adjoining the railway of the said committee from Melton Constable to Cromer and west of and near to the Cromer gasworks :

In the county of Northampton and the soke of Peterborough—

Lands in the parish of Walton lying on the south-east side of and adjoining the railway of the said committee from Peterborough to Lynn and on the north-east side of and adjoining the Lincoln Road.

26. The powers granted by this Act for the compulsory purchase of lands shall cease after the expiration of three years from the passing of this Act.

Period for
compulsory
purchase of
lands.

27. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company or the two companies or the Midland and Great Northern Committee (as the case may be) any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) 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 rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Power to
owners to
grant ease-
ments &c.

28. And whereas in the construction of the railways widening and works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect :—

Owners may
be required
to sell parts
only of cer-
tain proper-
ties.

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in Part I. of the Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are hereinafter included in the

A.D. 1904.

term "the owner" and the said properties are hereinafter referred to as "the scheduled properties":

- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:
- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:
- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal:
- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from

the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner :

- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

The provisions of this section shall extend and apply to the two companies in respect of the properties described or referred to in Part II. of the Schedule to this Act as if those companies and Part II. of the said Schedule had been referred to in this section instead of the Company and Part I. of the said Schedule.

29. The period limited by the Midland Railway (West Riding Lines) Act 1898 for the completion of the railways by that Act

Extension of
time for con-
struction of

A.D. 1901. authorised as extended by the Midland Railway Act 1901 is hereby further extended for a period of three years from the twenty-fifth day of July one thousand nine hundred and six and sections 30 and 31 of the said Act of 1898 shall be read and construed as if the period by this Act limited for the completion thereof had been the period limited by that Act.

West Riding
Lines.

If the said railways be not completed within the said period of three years then on the expiration of that period the powers by the said Act of 1898 and this Act respectively granted to the Company for making and completing the same respectively or otherwise relating thereto shall cease except as to so much thereof respectively as shall then be completed.

Extension of time for purchase of lands &c. by Company.

30. The time limited by the Midland Railway (West Riding Lines) Act 1898 as extended by the Midland Railway Act 1901 for the compulsory purchase of lands authorised to be acquired under the first-mentioned Act is hereby further extended for a period of three years from the twenty-fifth day of July one thousand nine hundred and four.

Extension of time for purchase of lands in connection with Sheffield and Attercliffe widening.

31. The time limited by the Midland Railway Act 1901 for the compulsory purchase of lands for the purposes of the Sheffield and Attercliffe widening by that Act authorised is hereby extended for a period of two years from the second day of July one thousand nine hundred and four.

For protection of Sanderson Brothers and Newbould Limited.

32. In the exercise of the powers of the Midland Railway Act 1901 (in this section called "the Act of 1901") as extended by this Act the Company shall unless otherwise agreed in writing between Sanderson Brothers and Newbould Limited (in this section called "the owners") and the Company conform in all respects to the provisions of section 23 of the Act of 1901 so far as the same relate to the several properties numbered on the deposited plans for that Act 443 446 and 449 in the city and county borough of Sheffield which properties have since the passing of the Act of 1901 been conveyed by the Duke of Norfolk to the owners and who for the purposes of the said section 23 shall be deemed to be the owner as therein defined of such properties.

Extension of time for purchase of lands by Midland and Great Northern Committee.

33. The time limited by the Midland Railway Act 1901 for the compulsory purchase by the Midland and Great Northern Committee of the following lands (that is to say):—

In the county of Lincoln (parts of Holland)—

The lands in the parish and urban district of Sutton Bridge :

In the county of Norfolk—

A.D. 1904.

The lands in the parish of West Walton ;

The lands in the parish of Hillington ;

The lands in the parishes of Roydon and Congham ;

The lands in the parishes of Helhoughton and Tatterford ;

The lands in the parishes of Barney and Thursford ;

The lands in the parish of Hemsby ;

is hereby extended for a period of two years from the second day of July one thousand nine hundred and four.

34. The time limited by the Midland Railway Act 1899 for the completion of the deviation of the Cromer and Mundesley Railway No. 2 authorised by the said Act is hereby extended for a period of three years from the thirteenth day of July one thousand nine hundred and four and sections 44 and 45 of the said Act of 1899 shall be read and construed as if the time limited by this Act for the completion of the said deviation had been the time limited by the Act of 1899 for the completion thereof.

Extension of time for completion of Cromer and Mundesley Railway.

If the said railway be not completed within the period limited by this Act with reference thereto then on the expiration of that period the powers by the said Act of 1899 and this Act respectively granted for making and completing the same shall cease except as to so much thereof as shall be then completed.

35. The Company shall not under the powers of this Act purchase or acquire ten or more houses in Ireland which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Local Government Board for Ireland ten or more houses which were not so occupied on the fifteenth day of December but have been or shall be subsequently so occupied.

Restriction on taking houses of labouring class.

If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board for Ireland by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom Provided that the court may if it think fit reduce such penalty.

For the purposes of this section the expression "house" means any house or part of a house occupied as a separate dwelling and the expression "labouring class" means mechanics artisans

A.D. 1904. 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.

Extending
time for sale
of certain
superfluous
lands.

36. 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 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.

Power to
Company to
raise addi-
tional money
by creation
of stock.

37. The Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 raise by the creation and issue of new preferred converted ordinary stock and new deferred converted ordinary stock or of Midland Railway two and a half per centum perpetual preference 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 any other Act or Acts of Parliament authorised to raise If and so far as any such moneys are raised by the creation and issue of new preferred and new deferred converted ordinary stock the Company shall raise the same by the creation and issue of the said stocks in equal proportions And any preference stock created under the powers of this section shall be deemed to be part of and shall rank *pari passu* with and shall confer the like privileges and shall bear the same dividend and be subject to the like restrictions as the existing Midland Railway two and a half per centum perpetual preference stock.

Qualifica-
tions of new
stock.

38. Except as by or under the powers of this Act otherwise provided all new preferred and new deferred converted ordinary

stock issued under the powers of this Act shall in proportion to the amount of stock held by the same person at the same time entitle the respective holders of such new 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 stock of the Company other than and except 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. A.D. 1904.

39. The Company may subject to the provisions of this Act borrow on mortgage of the undertaking or raise by the creation and issue of debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 and of section 55 of the Midland Railway Act 1894 any sum or sums not exceeding in the whole one-third part of the amount of the additional capital by this Act authorised to be raised and at the time actually issued by stock But no part thereof shall be borrowed until the whole of the capital stock at the time issued shall have been fully 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 such stock has been issued and accepted and fully paid up and 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 afore-said in reference to such capital has been given which certificate shall be sufficient evidence thereof. Power to borrow.

40. 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

A.D. 1904. application for a receiver is made shall not be less than ten thousand pounds in the whole.

Existing mortgages to have priority.

41. 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.

Application of moneys.

42. All moneys raised under this Act whether by stock debenture stock or borrowing shall be applied only to the purposes of this Act and of any other Act of the present session of Parliament 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.

43. The Company may 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.

Power to other companies and committees to apply funds.

44. The Midland and Great Northern Committee the Norfolk and Suffolk Committee the Great Northern Railway Company and the Great Eastern Railway Company respectively may apply to the purposes of this Act in which they are respectively interested and 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.

45. 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.

46. The Company shall not out of any money by this Act authorised to be raised by them 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.

A.D. 1904.
Deposits for
future Bills
not to be paid
out of
capital.

47. Nothing in this Act contained shall exempt any of the companies or committees upon whom powers are conferred by this Act or their respective railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the commencement of this Act 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 said companies or committees respectively.

Provision as
to general
Railway
Acts.

48. 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.

Costs of Act.

A.D. 1904.

The SCHEDULE referred to in the foregoing Act.

PART I.

DESCRIBING PROPERTIES OF WHICH PARTS ONLY ARE REQUIRED TO
BE TAKEN BY THE COMPANY.

No. on deposited Plans.	Parish or other Area.	Description of Property.
CHESTERFIELD WIDENING.		
5	Borough of Chesterfield -	Yard.
6	Ditto -	Sidings.
24	Parish of Tapton -	Garden.
NEW ROAD AT WINGERWORTH.		
4	Parish of Wingerworth -	Roadway.
9	Ditto -	Mill-goit.
ADDITIONAL LANDS AT DIDSBURY.		
3	Urban district of Withington -	Field.
4	Ditto -	Farmhouse stable outbuildings garden and orchard.
5	Ditto -	Field and road embankment.

PART II.

DESCRIBING PROPERTIES OF WHICH PARTS ONLY ARE REQUIRED TO
BE TAKEN BY THE TWO COMPANIES.

No. on deposited Plans.	Area.	Description of Property.
ADDITIONAL LANDS AT HARRINGAY PARK.		
2	Urban district of Tottenham -	Tipping ground roadway and ditch disused kiln drain telegraph and telephone wires.
8	Ditto -	Roadway and yard and telephone wires.

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