



## CHAPTER cli.

An Act to confer additional powers upon the Midland Railway Company and upon the Midland and Great Northern Railways Joint Committee and upon the Norfolk and Suffolk Joint Railways Committee for the construction of works and the acquisition of lands to authorise agreements between the Midland Railway Company and the Midland and South Western Junction Railway Company to provide for the vesting of the Tottenham and Hampstead Junction Railway in the Midland and Great Eastern Railway Companies and for other purposes. A.D. 1902.

[31st July 1902.]

**W**HEREAS it is expedient that the Midland Railway Company (in this Act called "the Company") should be empowered to construct the railway and widenings of railways 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 Midland and Great Northern Railways Joint Committee (in this Act called "the joint 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 railway and widenings of 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

A.D. 1902. — the peace for the several counties and riding within which the said railway and widenings of railways and other works will be made or are situate 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 :

And whereas it is expedient that the time now limited by the Midland Railway Act 1899 for the compulsory purchase of lands and for the construction of the Low Moor junctions the Halifax connecting lines the Huddersfield Railway the Thornhill junction the Holmes curve and the Alfreton second tunnel railways by that Act authorised to be made by the Company and that the time now limited for the compulsory purchase of lands for the purposes of the Cromer and Mundesley deviation railway by that Act authorised to be made by the Norfolk and Suffolk Joint Railways Committee and that the time now limited by the Midland and Great Northern Railways Joint Committee Act 1897 for the construction of the Great Yarmouth and Lowestoft Railway by that Act authorised should respectively 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 the agreement between the Company and the Midland and South Western Junction Railway Company (in this Act called "the junction company") set forth in the Second Schedule to this Act should be confirmed :

And whereas the undertaking of the Tottenham and Hampstead Junction Railway Company (in this Act called "the Tottenham Company") is under an agreement (in this Act referred to as "the Tottenham agreement") dated the twenty-fifth day of May one thousand eight hundred and seventy and made between the Great Eastern Railway Company (in this Act called "the Great Eastern Company") of the first part the Company of the second part and the Tottenham Company of the third part (which agreement is set forth in the Second Schedule to the Midland Railway (Additional Powers) Act 1873) leased to and worked by the Great Eastern Company and the Company (in this Act referred to as "the two companies") and it is expedient that provision should be made as contained in this Act for the transfer to and vesting in the two companies of the undertaking of and the powers now vested in the Tottenham Company :

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 undertaking :

And whereas it is expedient that the Great Northern Railway Company and the joint committee should 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 Railway Act 1902.* Short title.

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) :— Incorporation of general Acts.

The Lands Clauses Acts :

The Railways Clauses Consolidation Act 1845 :

Part I. (relating to the construction of a railway) Part II. (relating to extension of time) Part III. (relating to working agreements) and Part V. (relating to amalgamation) 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 ;

The conversion of the borrowed money into capital :

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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.

Interpreta-  
tion.

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 :

The expression "the railway" means the new railway by this Act authorised ;

The expression "the widenings" means the widenings of railways by this Act authorised ;

The expression "the Tottenham undertaking" means the undertaking of the Tottenham Company and includes all powers vested in that company under the Tottenham and Hampstead Junction Railway Act 1901 or any other Act relating to the Tottenham Company.

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 railway and widenings of railways herein-after 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 railway and widenings and works herein-before referred to and authorised by this Act to be made by the Company are—

(Holbeck  
Widening.)

A widening 3 furlongs and 4 chains in length of the Company's railway from Leeds to Bradford (to be called the Holbeck Widening) situate wholly in the city and county borough of Leeds in the West Riding of the county of York commencing at a point on that railway 12 chains or thereabouts measured in a north-easterly direction from the centre

of the bridge carrying the same over the Globe Road and terminating at a point on that railway  $4\frac{1}{2}$  chains or thereabouts measured in a north-westerly direction from the centre of the bridge carrying the said railway over the Whitehall Road : A.D. 1902.

A railway 1 furlong 1 chain and 50 links in length (to be called the Whitehall Junction) situate wholly in the said city and county borough commencing at a point on the Company's said railway  $\frac{1}{2}$  a chain or thereabouts measured in a north-westerly direction from the centre of the bridge carrying the same over the said Whitehall Road and terminating by a junction with the London and North Western Railway Company's old Leeds Dewsbury and Manchester Line and the London and North Western Railway Company may abandon and discontinue the maintenance for purposes of public traffic of so much of the railway of that company as may be rendered unnecessary by the construction of the intended Whitehall Junction Railway and may appropriate the site and soil thereof to the purposes of that company or may sell dispose of or otherwise deal with the same : (Whitehall Junction.)

A widening 4 miles 4 furlongs and 9 chains in length of the Company's Swansea Vale Railway (to be called the Glais and Ynisygeinon Widening) situate wholly in the county of Glamorgan commencing in the parish of Ynis-y-mond at a point on the said railway 14 chains or thereabouts measured in a north-easterly direction from Glais New Station and terminating in the parish of Cil-y-bebyll at a point 24 chains or thereabouts measured in a north-easterly direction from the mile post on the said railway indicating 10 miles from Swansea. (Glais and Ynisygeinon Widening.)

6. The railway and widenings 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 railway and widenings.

7. The following provisions for the protection of the London and North Western Railway Company (herein-after referred to as "the North Western Company") shall apply and have effect :— For protection of London and North Western Railway Company.

(1) The Company shall construct the Holbeck Widening and the Whitehall Junction by this Act authorised so far as

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the same adjoin or affect the railways works or lands of the North Western Company and shall make such alterations in the existing railway of the North Western Company near Whitehall Road including the erection of all necessary buffer stops and other works in accordance with a plan to be agreed upon between the principal engineers of the Company and of the North Western Company :

- (2) The Company before they interfere with any portion of the railways of the North Western Company or the existing Whitehall Junction or the bridge carrying the North Western Railway over Whitehall Road shall complete to the satisfaction of the principal engineer of the North Western Company the substituted Whitehall Junction by this Act authorised :
- (3) The Company shall not (except with the previous consent of the North Western Company under their common seal) enter upon or acquire any land or property of that company but the Company may purchase and take and the North Western Company may and shall sell and grant accordingly an easement or right of using so much of the lands of that company as may be necessary for the deviation of the footpath and covered way leading to the Midland Company's Holbeck Station in the manner shown on the said plan The amount to be paid for the acquisition of such easement shall be settled in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement :
- (4) The Company shall on demand pay to the North Western Company all reasonable expenses of the employment by the North Western Company during the construction of the said widening and junction of a sufficient number of inspectors and watchmen to be appointed by the North Western Company for watching their said railways and works with reference to and during the execution of the works of the Company and for preventing as far as may be all interference danger and accidents from any of the operations or from the acts and defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto :
- (5) The Company shall be responsible for and make good to the North Western Company all costs losses damages and expenses from time to time occasioned to the North Western Company or to their said railways or any other of their works and property or to the traffic on the said railway or to any

company or person using the same by reason of the execution or failure of the works by this Act authorised or by any act or omission of the Company or any of the persons in their employment or their contractors agents or others and the Company shall effectually indemnify and hold harmless the North Western Company from all claims and demands upon or against them by reason of any such execution or failure or of any such act or omission as aforesaid :

- (6) The Company and the North Western Company may agree for any variation or alteration in the works in this section provided for or in the manner in which the same shall be executed :
- (7) If any difference shall arise between the Company and the North Western Company or their respective engineers under this section such difference shall be referred to and determined by an engineer to be appointed at the request of either the Company or the North Western Company by the President of the Institution of Civil Engineers.

**8.** For the protection of the Leeds and Liverpool Canal Company (in this section called "the canal company") the following provisions shall have effect (that is to say) :—

For protection of Leeds and Liverpool Canal Company.

- (1) In constructing the widening of the bridge over the canal of the canal company at Holbeck in the city and county borough of Leeds the Company shall not acquire any part of the canal towing-path lands or property of the canal company except the portions required for the abutments of the said widening as shown on a plan signed by John Allen McDonald the engineer for and on behalf of the Company and Robert Henry White the engineer for and on behalf of the canal company but the Company may take and the canal company may and shall sell and grant accordingly an easement or right of using the land required for the construction of the said widening with not more than two lines of rail and except as above mentioned the Company shall not during the construction or after the completion of the works in any way make use of interfere with prejudice or affect without the consent of the canal company such canal towing-path lands or property :
- (2) One month before the Company shall construct the said widening of the said bridge they shall deposit at the principal office of the canal company a plan and section showing the position and levels and mode of construction of such widening

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and the same shall not be commenced until the engineer of the canal company or in case of difference an arbitrator appointed under this section shall have approved thereof in writing under his hand. Provided that if the said engineer do not within the aforesaid period of one month so express his approval or disapproval thereof he shall be deemed to have approved thereof :

- (3) In constructing the said widening the Company shall not deviate from the position or from the levels or mode of construction of such widening as shown on the plan and section so approved :
- (4) Nothing herein contained shall prevent the Company from entering upon the works and lands of the canal company when and for such periods as may be necessary for the fulfilment of the Company's obligations under this section :
- (5) The said widening shall be carried over the canal towing-path lands and property of the canal company by means of a good and substantial bridge of iron or steel with masonry or brick abutments to be constructed by the Company at their own expense. Such bridge shall be constructed with only one opening or span over the entire width of the canal and towing-path (except the portion to be acquired by the Company as above provided) and in accordance with the said plan signed by the engineers as aforesaid and the plan and section referred to in subsection (2) hereof and the clear height of the underside of the girders of the bridge above the top-water level of the canal shall throughout the whole breadth of the span be not less than eleven feet :
- (6) The water space between the abutments of the bridge shall at all times after the completion of the bridge except during necessary repairs or reconstruction be left by the Company an open and uninterrupted navigable waterway :
- (7) The Company shall at their own expense maintain the bridge and the works thereof in perfect repair at all times :
- (8) If and whenever the height of the said bridge or works shall by subsidence of the ground be lowered below the height herein-before prescribed the Company shall at their own expense restore the same to that height as soon as reasonably may be :
- (9) If the Company shall at any time hereafter reconstruct or renew the girders of the existing bridge carrying the railway over the canal they shall at the same time at their own



expense take away and remove the pillars or supports and other obstructions shown upon the said plan signed by the engineers as aforesaid and now obstructing the waterway of the canal company and leave the entire width of the canal unobstructed making good all damage caused to the property of the canal company by or during such removal and in default of the Company so doing it shall be lawful for the canal company to execute the works at their own expense at any time after such reconstruction or renewal :

- (10) The Company shall make good all damage that may be occasioned to the works or property of the canal company by the construction renewal or want of repair of any of the Company's works or by any such subsidence as aforesaid but—

(A) In every case of pressing necessity ; and

(B) In every other case if for seven days after notice in writing thereof given to the Company by the canal company the Company neglect to proceed with due diligence to make good such damage

the canal company may if they think fit make good the damage and the amount expended by them in so doing shall be repaid to them by the Company :

- (11) If and whenever by any act or omission of the Company any part of the canal or towing-path shall be obstructed or rendered dangerous to boats barges or other vessels navigating or using the canal the Company shall pay to the canal company as or by way of ascertained damages the sum of two hundred pounds for every day during which the obstruction or danger shall continue and so in proportion for any less time than a day :

- (12) Nothing in this Act contained shall prevent the canal company or any owner of boats or barges from recovering from the Company (in addition to the ascertained damages herein-before mentioned) any special damage that may be sustained by the canal company or such owner in consequence of any stoppage or hindrance to the traffic upon the canal or in consequence of the works to be executed by the Company or by the canal company for the Company under the provisions herein-before contained or by reason of any such subsidence as aforesaid or on account of any other act or omission of the Company :

- (13) All questions and differences which may at any time arise between the Company and the canal company as to the construction or effect of this section or the performance observance

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non-performance or non-observance of any of the provisions thereof or any matters connected therewith or consequent thereon shall be determined by an arbitrator to be appointed by the Company and the canal company or (if for fourteen days after the question or difference arises those two companies do not agree upon an arbitrator) by the Board of Trade upon the application in writing of both or either of those companies and the decision of every such arbitrator (by whomsoever appointed) shall be binding and conclusive upon both the parties in difference and the cost of the arbitration shall be in his discretion.

Running powers and facilities to London and North Western Railway Company.

9. The London and North Western Railway Company may have exercise and enjoy over the widening of the Company's Swansea Vale Railway by this Act authorised the same running and other powers facilities and privileges as are conferred on and afforded to that company by section 17 of the Midland Railway (Swansea Vale Railway Lease) Act 1874.

For protection of corporation of Leeds.

10. The following provisions for the protection and benefit of the lord mayor aldermen and citizens of the city of Leeds (in this section called "the corporation") shall (unless otherwise agreed in writing between the corporation and the Company) have effect with respect to the railway widenings and works within the said city by this Act authorised (that is to say) :—

- (1) In constructing the railway widening over Whitehall Road the Company shall remove their two existing bridges over Whitehall Road and the abutments thereof and shall make and maintain one bridge over that road with a clear span of not less than forty-two feet measured on the square across the road and with a headway throughout of not less than sixteen feet eleven inches for the purpose of carrying the Company's existing and widened railways over Whitehall Road and there shall be an open space for light and air of not less than twenty feet at any point on the south side of the said bridge between it and the existing bridge of the London and North Western Railway Company leading to their goods station and the said bridge shall not cover Whitehall Road to a greater extent than sixty-two feet in the length of the said road :
- (2) The bridge carrying the railway widening over Globe Road shall be constructed with a clear span of not less than thirty-six feet measured on the square across that road and with a clear headway throughout of not less than sixteen feet and the said bridge shall not cover the said road to a greater extent

than thirty-two feet in length of the said road measured from the centre of the west end of their existing bridge over the said road :

- (3) Concurrently with any reconstruction which may be made by the Company of their said existing bridge over Globe Road or within fifteen years from the passing of this Act (whichever shall first happen) the Company shall widen the said bridge by setting back the southern abutment thereof so that when measured on the square across the road there shall be a clear span of not less than thirty-six feet at the west end of the bridge increasing to a clear span of not less than thirty-seven feet nine inches at the east end of the bridge with a clear headway throughout of not less than sixteen feet :
- (4) The Company shall dedicate to the public as part of Globe Road not only the land under the said new and the said widened bridge but also so much of their adjoining land as will be necessary to make Globe Road of a width of not less than thirty-six feet :
- (5) The said bridge works over and the said land for widening Globe Road shall be erected and provided in the positions respectively shown on the plan signed in duplicate by John Allen McDonald on behalf of the Company and Thomas Hewson on behalf of the corporation :
- (6) The abutments and walls under all the said bridges (including the Company's said existing bridge in Globe Road) shall be faced with white faced bricks and the Company shall maintain the whole of such facing in good condition and clear and uncovered in every part and the corporation shall from time to time wash and cleanse the same :
- (7) The Company shall set up and affix four lamps under the reconstructed bridge in Whitehall Road and four lamps under the two bridges in Globe Road at such places as the corporation may require and shall keep the same lighted during such times as the corporation shall require with gas or other artificial light and shall pay to the corporation on demand the annual cost of lighting maintaining and keeping lighted such lamps :
- (8) The reconstructed and new bridges shall be constructed and maintained so as to prevent as far as reasonably possible the dripping of water :

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(9) In constructing the Whitehall Junction by this Act authorised the Company shall not erect any works over or in any way extend or interfere with the existing bridge numbered 15 on the deposited plan carrying the London and North Western Railway over Sutton Street :

(10) The Company in carrying out the works authorised shall not unreasonably interfere in any way with the traffic on the tramways of the corporation in Whitehall Road but shall make all such provision and do all such things as may be necessary to enable the same to be continued without interruption and if by reason of the construction of the works of the Company the corporation shall suffer any loss or damage or be put to any expense in relation to the said tramways or it shall be necessary or expedient temporarily to remove or discontinue the use of any tramway or part of a tramway the amount of such loss damage or expense inclusive of the expense incurred by the corporation in constructing a temporary tramway in the same or any adjoining road shall be paid by the Company :

(11) The Company at all times shall allow such attachments to be made to and shall afford such other facilities under or in respect of their said bridges as may be necessary or proper to enable the corporation to work their tramways by electricity on the overhead system and the Company shall erect any wires necessary for the purposes of their railways crossing a road in such positions as shall avoid interference with the electrical equipment and working of any tramways of the corporation laid along such road :

(12) The Company shall on demand pay to the Corporation all expenses incurred by them in altering relaying making good and maintaining any sewers and drains gas water or electric mains and pipes or tramways or tramway equipment interfered with or affected by the works by this Act authorised other than the widening of Globe Road :

(13) The Company shall not break up any street or tramway or interfere with any sewer drain or watercourse or any gas water or electric main pipe or apparatus of the corporation until they shall have given to the city engineer of the city seven clear days notice in writing of their intention to commence the intended works 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 streets tramways sewers drains watercourses gas water and electric mains and apparatus proposed to be interfered with : A.D. 1902.

- (14) Where the surface of any street has been interfered with or disturbed by the Company in constructing the works or exercising the powers by this Act authorised the Company shall well and sufficiently and to the satisfaction of the corporation restore the surface of the street so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration :
- (15) In case of any difference arising between the Company and the corporation with respect to any of the matters in this section contained such difference shall be settled and determined by an engineer to be appointed in default of agreement and on the application of either party by the President of the Institution of Civil Engineers.

**11.** If the railway by this Act authorised be 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 same or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed. Period for completion of railway.

**12.** If the Company fail within the period limited by this Act to complete the railway 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 same is completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the railway. Imposing penalty unless railway opened.

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 herein-after provided.

A.D. 1902. — 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 railway 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.

**13.** 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 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 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 if a receiver has been appointed or the Company is insolvent or the railway or any part thereof has been abandoned be paid 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 to the Company.

Power to  
acquire lands  
for general  
purposes.

**14.** 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 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 providing accommodation for persons belonging to the labouring classes who may be displaced under 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 and may exercise the powers herein-after mentioned (that is to say) :—

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In the West Riding of the county of York—

Lands in the parish city and county borough of Sheffield lying on the north side of Harmer Lane near its junction with Sheaf Street and adjoining Pond Brook :

(Sheffield.)

In the county of Derby—

Lands in the parish of Pleasley situate on the west side of and adjoining the Company's railway from Mansfield to Worksop near the Shirebrook Station thereon ;

(Shirebrook.)

Lands in the parish of Kilburn situate on the north-west side of and adjoining the Company's railway from Little Eaton to Ripley and south of the Denby Iron Works And the Company may divert and carry along the western side of the said lands the footpath which now passes through the said lands along the western side of the said railway :

(Kilburn.)

In the county of Nottingham—

Lands in the parish and urban district of Carlton adjoining the Company's railway from Nottingham to Lincoln and lying on the south-east side of the Carlton and Netherfield Station thereon and between the railway and Chandos Street ;

(Carlton.)

Lands in the parish of Stapleford lying on the west side of and adjoining the Company's railway from Trent to Clay Cross and south of the Stapleford and Sandiacre Station thereon ;

(Stapleford.)

Lands in the parish city and county borough of Nottingham lying on the south side of and adjoining the Company's railway from Nottingham to Lincoln and on the north side of and adjoining the engineering works now in course of erection in Meadow Lane and also land in the said parish city and county borough lying on the north-east side of and adjoining the Company's railway from Nottingham to Melton Mowbray on the south side of and adjoining the said engineering works in Meadow Lane ;

(Meadow Lane.)

Lands in the parish city and county borough of Nottingham lying on the north-west side of Queen's Bridge Road and between Queen's Grove and Tinker's Leen and on the south-east side of the Company's railway from Trent to Nottingham :

(Queen's Bridge Road.)

A.D. 1902. In the county of Warwick—  
 (Arley.) Lands in the parish of Arley in the rural district of Nuneaton on the south-east side of and adjoining the Company's railway from Whiteacre to Nuneaton near to and south-west of the bridge carrying the railway over the public road leading from Fillongley to Arley :

In the county of Worcester—  
 (Evesham.) Lands in the parish of Saint Lawrence in the borough of Evesham lying on the south side of and adjoining the Company's railway from Ashchurch to Evesham and north-west of the Evesham Station thereon ;

(Eckington.) Lands in the parish of Eckington lying on the south-west side of and adjoining the Company's railway from Birmingham to Gloucester and south of the Eckington Station thereon :

In the county of Northampton—  
 (Cranford.) Lands in the parish of Barton Seagrave in the rural district of Kettering lying on the south side of and adjoining the Company's railway from Kettering to Thrapston and near to Butlin's Sidings :

In the county of Gloucester—  
 (Bristol Avon Street.) Lands in the parish city and county borough of Bristol situate on the south-western side of Avon Street and lying between that street and the Floating Harbour and near the Corporation Gasworks.

Power to joint committee to acquire additional lands.  
**15.** Subject to the provisions of this Act the joint 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 those plans and described in the deposited books of reference relating thereto (that is to say) :—

In the county of Norfolk—  
 (Sheringham.) Lands in the urban district of Sheringham lying on the south side of and adjoining the railway of the joint committee from Melton Constable to Cromer and on the east side of and adjoining Mill Lane.

Provisions as to repair of footpath.  
**16.** Subject to the provisions of this Act the new footpath to be made under the authority of the section of this Act of which the marginal note is "Power to acquire lands for general purposes" 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 footpaths of the same nature within the parish in which any such footpath will be situate are from time to time liable to be repaired or maintained. A.D. 1902.

If any question shall arise between the Company and any of such parties as to the due completion of any such 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 footpath shall be conclusive evidence of the fact so certified.

**17.** The site and soil of any footpath or portion thereof by this Act authorised to be stopped up 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 from the time of the stopping up thereof respectively but subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway be wholly and absolutely vested in the Company for the purposes of their undertaking. As to vesting of site and soil of portion of footpath stopped up.

**18.** Subject to the provisions of this Act all rights of way over and along the portions of highways which may under the provisions of this Act be stopped up and discontinued shall be and the same are as from the stopping up or discontinuance of the said portions of highways hereby extinguished. Extinguishment of rights of way &c.

**19.** The Company shall not stop up any existing footpath until they shall have completed to the satisfaction of two justices and opened to the public the footpath to be substituted therefor. Footpath not to be stopped up until substituted work completed.

**20.** 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.

**21.** 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 joint committee (as the case may be) who are by this Act authorised to acquire any lands 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 lands and the provisions of the said Acts with Power to owners to grant easements &c.

A.D. 1902. — respect to lands and rentcharges as far as the same are applicable in this behalf shall extend and apply to such grants easements rights and privileges as aforesaid respectively.

Owners may be required to sell parts only of certain properties.

**22.** And whereas in the construction of the railway widenings 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 greater or less portion thereof can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect :—

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the First Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are herein-after included in the term “ the owner ” and the said properties are herein-after 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 (herein-after 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 greater or less portion thereof (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.

A.D. 1902.

Extension  
of time for  
purchase of  
certain lands.

**23.** The time limited by the Midland Railway Act 1899 for the purchase of lands for the purposes of the Law Moor junctions the Halifax connecting lines the Huddersfield Railway the Thornhill junction the Holmes curve and the Alfreton second tunnel by that Act authorised to be made by the Company and for the purposes of the deviation of the Cromer and Mundesley Railway by that Act authorised to be made by the Norfolk and Suffolk Joint Railways Committee is hereby extended till the thirteenth day of July one thousand nine hundred and five.

Extension  
of time for  
construction  
of railways  
by Company.

**24.** The period limited by the Midland Railway Act 1899 for the completion of the Low Moor junctions the Halifax connecting lines the Huddersfield Railway the Thornhill junction the Holmes curve and the Alfreton second tunnel by that Act authorised 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 that Act so far as they relate to those railways respectively 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.

If the said railways be not completed within the said period of three years then on the expiration of that period the powers by this Act 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  
construction  
of railways  
by joint  
committee.

**25.** The period limited by the Midland and Great Northern Railways Joint Committee Act 1897 for the completion of the Great Yarmouth and Lowestoft Railway by that Act authorised is hereby extended for a period of three years from the sixth day of August one thousand nine hundred and two and sections 14 and 15 of that Act 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.

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

Restrictions  
on displacing  
persons of  
labouring  
class.

**26.**—(1) The Company (which expression shall in this section be deemed to include the joint committee and the Norfolk and Suffolk Joint Railways Committee) shall not under the powers of this Act or under the powers of any former Act extended by this Act purchase or acquire in any borough or other urban district and elsewhere than in any borough or urban district in any

parish ten or more houses which on the fifteenth day of December next before the passing of this Act or of the former Act by which the purchase or acquisition was originally authorised were or have been since that day or shall hereafter be occupied either wholly or partly by persons belonging to the labouring class as tenants or lodgers unless and until the Company—

(A) Shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the said fifteenth day of December or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(B) Shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme.

(2) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Local Government Board have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced:

Provided that the Local Government Board may dispense with the last-mentioned requirement subject to such conditions (if any) as they may see fit.

(4) Any provisions of any scheme under this section or any conditions subject to which the Local Government Board may have approved of any scheme or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of *Mandamus* to be obtained by the Local Government Board out of the High Court.

(5) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing

A.D. 1902. in any house or houses in contravention of the requirements of the scheme 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 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.

(6) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

(7) The Company may on any lands belonging to them or purchased or acquired under this section or any Provisional Order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking :

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the date of the scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment :

Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this subsection subject to such conditions (if any) as they may see fit.

(8) Notwithstanding anything to the contrary in section 157 of the Public Health Act 1875 the provisions of that section and of sections 155 and 156 of the same Act shall apply to buildings erected or provided by the Company for the purpose of any scheme under this section.

(9) The Local Government Board may direct any inquiries to be held which they may deem necessary in relation to any scheme under this section and for giving effect to any of the provisions of this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

(10) The Company shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

(11) Any houses purchased or acquired by the Company for or in connexion with any of the purposes of this Act whether purchased or acquired in exercise of the powers conferred by this Act or otherwise and whether before or after the passing of this Act which may have been occupied by persons of the labouring class within five years before the passing of this Act and for which houses no substitutes have been or are directed to be provided by any scheme approved by the Local Government Board under the powers of any previous Act relating to the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition. Provided that if the Local Government Board are unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the Local Government Board they might have been sufficient to accommodate.

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

A.D. 1902.

—  
Extending  
time for sale  
of certain  
superfluous  
lands.

**27.** 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.

Confirming  
agreement  
with junction  
company.

**28.** The agreement between the Company and the junction company altering extending or varying the agreement between the said companies dated the tenth day of April one thousand eight hundred and ninety-nine scheduled to and confirmed by the Midland Railway Act 1899 as set forth in the Second Schedule to this Act is hereby confirmed and made binding upon the parties thereto.

Vesting of  
Tottenham  
undertaking  
in the two  
companies.

**29.** As from the first day of July one thousand nine hundred and two (which date is in this Act referred to as "the date of vesting") the Tottenham undertaking is by this Act transferred to and vested in the two companies jointly and for their joint and equal use and benefit upon and subject to the terms and conditions contained in this Act.

Consideration  
for transfer.

**30.** Within three months after the passing of this Act the Company shall issue to the holders of the ordinary and preference shares of the Tottenham Company certificates for the undermentioned amounts of stock in the Company in exchange for the certificates now held by such holders respectively (that is to say) :—

To each registered holder of preference shares of the Tottenham Company a certificate for such an amount of Midland Railway Two and a half per centum Consolidated Perpetual Guaranteed Preferential Stock as will yield to such holder an amount of



dividend equal to that produced by the shares in exchange for which such certificate is issued ; A.D. 1902.

To each registered holder of ordinary shares of the Tottenham Company a certificate for three hundred and twenty pounds of Midland Railway Two and a half per centum Consolidated Perpetual Guaranteed Preferential Stock in exchange for each one hundred pounds nominal value of ordinary shares in exchange for which such certificate is issued and so in proportion for any greater or less sum than one hundred pounds :

But notwithstanding anything contained in this section no person shall become entitled under this section to any fractional part of a pound of Midland Railway Guaranteed Stock but in every case in which any such person would but for this enactment have been entitled to a fractional part of a pound of such stock the Company may pay to such person a sum in cash equal to the market value of such fractional part and the Company may create and issue such further additional amounts of the several classes of stock by this section authorised to be created and issued as they may find requisite for giving effect to the provisions of this section :

Provided that where the Company are for twelve months after the date of vesting unable after diligent inquiry to ascertain the person to whom any stock ought to be issued as aforesaid or cannot obtain a sufficient discharge for the same the Company may transfer the same to the Paymaster-General for and on behalf of the Supreme Court of Judicature in England under any Act for the time being in force for the relief of trustees and every such transfer shall conclusively discharge the Company from all further liability with respect to any stock so deposited and for the purpose of this Act such stock shall be deemed issued to the person absolutely entitled thereto and any person afterwards showing to the satisfaction of the High Court of Justice in England that he is entitled thereto may obtain transfer thereof accordingly.

When all the stock of the Company to be issued under this section has been issued the Tottenham Company shall by virtue of this Act be dissolved.

**31.** The Company may in addition to any other capital which they are by this Act authorised to raise create such an amount of Midland Railway Two and a half per centum Perpetual Guaranteed Stock as may be necessary for giving effect to the last Power to  
Company to  
create stock  
for purposes  
of vesting.

A.D. 1902.

preceding section of this Act and the stock so created shall form 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 Guaranteed Stock.

Two companies to have equal rights in respect of Tottenham undertaking.

**32.** Notwithstanding anything contained in this Act the two companies shall from and after the date of vesting have equal rights each with the other in all respects as to working over and using and may work over and use the Tottenham undertaking and no advantage shall be given to or taken by either company to the prejudice of the other and the Tottenham undertaking shall be worked and managed under and in accordance with the provisions of the Tottenham agreement as varied by this Act and that agreement shall as between the Company and the Great Eastern Company and so far as applicable continue in force and shall be carried into effect accordingly.

Appointment of joint committee of two companies and application of revenue.

**33.**—(1) From and after the date of vesting there shall be substituted for the joint committee provided for by clause 15 of the Tottenham agreement a joint committee of the two companies (to be called “the Tottenham and Hampstead Joint Committee”) consisting of three directors of the Company to be from time to time nominated by the Company and three directors of the Great Eastern Company to be from time to time nominated by the Great Eastern Company.

(2) The said joint committee shall hold their meetings at such place as they may from time to time determine and four shall be a quorum. The chairman of each meeting shall be elected alternately from the members representing each of the two companies and the representatives of each of the two companies shall only have one vote amongst them and the chairman shall not have a casting vote. Whenever a difference shall arise between the member or members representing one company and the member or members representing the other company such difference shall be determined by an arbitrator to be appointed by the said joint committee or by the Board of Trade on the application of either of the companies and the arbitrator may attend at any meeting of the said committee and summarily decide the matter in difference.

(3) There shall be paid to and received by the said joint committee all the tolls and other income which would under the Tottenham agreement have been payable to the Tottenham Company if this Act had not been passed (in this section called “the revenue of the Tottenham undertaking”).

(4) The said joint committee shall apply the revenue of the Tottenham undertaking as follows (that is to say):— A.D. 1902.

First In payment of land tax and other outgoings which the Tottenham Company would have been liable to pay if this Act had not been passed :

Secondly In payment of the interest from time to time falling due on the sum of one hundred and twenty-seven thousand one hundred and eighty-three pounds loan capital of the Tottenham Company held by the Company :

Thirdly In repayment to the Company by equal half-yearly payments of an annual sum equal to the aggregate amount payable by the Company by way of dividend on stock issued under the provisions of this Act to holders of preference or ordinary shares of the Tottenham Company such half-yearly payments to be made on the respective days immediately preceding the days of payment of dividend on the said stock :

Provided always that if the revenue of the Tottenham undertaking during any half-year ending on the thirtieth day of June or the thirty-first day of December shall be insufficient for the purposes of the payments aforesaid the Great Eastern Company shall pay to the Company a sum equal to forty-four per centum of the deficit and that any surplus remaining in the hands of the said joint committee after making the payments aforesaid shall be paid to and divided between the Company and the Great Eastern Company in the proportion of fifty-six per centum thereof to the Company and forty-four per centum to the Great Eastern Company.

**34.** Any moneys arising from the sale of any lands belonging to the Tottenham Company at the date of vesting or of any lands acquired by the Tottenham Company or the two companies for the purposes of the Tottenham undertaking but not required for those purposes shall be divided between the Company and the Great Eastern Company in the proportion of fifty-six per centum to the Company and forty-four per centum to the Great Eastern Company. As to proceeds of sale of lands of Tottenham Company.

**35.** As from the date of vesting all the rights powers privileges and authorities which by the Tottenham and Hampstead Junction Railway Act 1901 or by any other Act relating to the Tottenham Company were conferred upon that company shall by virtue and subject to the provisions of this Act be transferred to and vested in the two companies who may jointly exercise all those rights powers privileges and authorities as fully and effectually in Two companies to exercise powers of Tottenham Company.

A.D. 1902. — all respects as the Tottenham Company might have exercised the same if this Act had not been passed Provided always that the powers of the Tottenham Company under the said Act of 1901 for the raising of capital by shares or stock or by debenture stock or by borrowing shall be exercised by the Company and the Great Eastern Company severally in the proportions of fifty-six per centum by the Company and forty-four per centum by the Great Eastern Company.

Repeal of certain provisions of Act of 1901.

**36.** The following sections of the Tottenham and Hampstead Junction Railway Act 1901 (that is to say) Section 37 (Subscription to undertaking of Company) section 45 (Power for Great Eastern Company to raise capital by shares or stock) and section 46 (Power to Midland Company to raise additional capital by creation of stock) are hereby repealed.

Saving for Postmaster-General.

**37.** Nothing in this Act shall affect the rights of His Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across such of the railways and works comprised in the undertaking of the Tottenham Company as have been authorised since the first day of January 1878 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 undertaking of the Tottenham Company is owned leased or worked by the two companies as freely and fully in all respects as he was entitled to do before the passing of this Act.

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

**38.** 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 seven hundred and fifty 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. A.D. 1902.

**39.** 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. Qualifications of new stock.

**40.** 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. Power to borrow.

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 aforesaid in reference to such capital has been given which certificate shall be sufficient evidence thereof.

**41.** 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.

A.D. 1902.

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.

Existing mortgages to have priority.

**42.** 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.

**43.** 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.

**44.** 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 Great Northern Company and joint committee to apply funds.

**45.** The joint committee and the Great Northern 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.

**46.** 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. A.D. 1902.  
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**47.** 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. Deposits for  
future Bills  
not to be  
paid out of  
capital.

**48.** 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 or 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.

**49.** 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. 1902.

## The SCHEDULES referred to in the foregoing Act.

## FIRST SCHEDULE.

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

Nos. on deposited Plans.	Parish or other Area.	Description of Property.
HOLBECK WIDENING.		
4	City and county borough of Leeds	Land and railway siding
6	ditto	Steel works railway sidings and land.
8	ditto	Steel works.
GLAIS AND YNIS-Y-GEINON WIDENING.		
4	Parish of Ynis-y-mond	Garden and privy
5	ditto	Garden
6	ditto	Garden and watercourse
19	ditto	Llwyndu Graigola Colliery and works land plantation and occupation roads
20	ditto	Llwyndu Brickworks land and plantation
25	ditto	Garden
26	ditto	Garden and sheds
27 <sup>A</sup>	ditto	Garden and shed
30	ditto	Garden
31	ditto	Garden and sheds
32	ditto	Gardens sheds and watercourse
35	ditto	Garden
37	ditto	Garden and shed
38	ditto	Garden and shed
53	ditto	Orchard
10	Parish of Cil-y-bebyll	Colliery railway and works occupation road and public footpath
18	ditto	Field watercourse and aqueduct over railway
20	ditto	Gardens
35	ditto	Colliery railway and works
36	ditto	Plantation watercourses and colliery railway and works
37	ditto	Plantation
37 <sup>A</sup>	ditto	Land colliery works and tramway
41	ditto	Land and occupation road
3	Parish of Llangwicke	Sidings land and part stream.
ADDITIONAL LANDS AT ECKINGTON.		
4	Parish of Eckington	Orchard
5	ditto	Orchard and occupation road.



SECOND SCHEDULE.

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A.D. 1902.

AN AGREEMENT made the 30th day of June 1902 between the MIDLAND RAILWAY COMPANY (herein-after called "the Midland Company") of the one part and the MIDLAND AND SOUTH WESTERN JUNCTION RAILWAY COMPANY (herein-after called "the Junction Company") of the other part intended to be supplemental to and in extension and variation of the agreement dated the tenth day of April 1899 between the same parties scheduled to and confirmed by the Midland Railway Act 1899 and herein-after referred to as "the principal agreement."

WHEREAS the Junction Company require to expend capital upon their undertaking in excess of the sums mentioned in Article 10 of the principal agreement in order to properly work and accommodate their traffic and it is doubtful whether the purposes for which such capital is required namely the provision of further rolling stock and the enlargement of certain stations upon their railway come within the limitations expressed in the said article but the Midland Company are satisfied that such proposed expenditure will so largely conduce to the efficient accommodation and development of through traffic with their system that they are willing to make further advances upon the terms and in manner herein-after expressed :

Now it is hereby agreed between the companies parties hereto as follows:—

1. The Midland Company (in addition and without prejudice to the obligations undertaken by them by Article 10 of the principal agreement) shall at the request of the Junction Company advance to them from time to time and at such times as the Junction Company may require such sums of money (not exceeding in the aggregate fifty thousand pounds) as they may require for all or any of the following purposes that is to say the provision of additional rolling stock the enlargement or improvement of any of their stations or works and the acquisition of land or works (but only so far as the expenditure for such purposes shall be properly chargeable against capital) Provided that the Midland Company shall not be required to advance more than twelve thousand five hundred pounds under this clause in any one calendar year All sums so advanced shall be expended by the Junction Company exclusively for the purposes aforesaid or some of them and shall until repaid stand as a debt due by the Junction Company to the Midland Company bearing interest at the rate of five per centum per annum And such interest shall rank as a charge upon the net revenue of the Junction Company *pari passu* with the interest upon the advances made under the principal agreement in that year as herein-after provided.

A.D. 1902.

2.—(1) All interest payable on advances made under this agreement or Article 10 of the principal agreement shall be payable annually :

(2) Notwithstanding anything in Article 10 of the principal agreement all interest payable on any advance made either under this agreement or Article 10 of the principal agreement shall whether already or hereafter made rank as a charge upon the net revenue of the Junction Company next after an amount equal to the sums actually paid by way of interest on the debenture or other stock and charges of the Junction Company for the calendar year in which such advance was made :

(3) The provisions of Articles 11 and 12 of the principal agreement shall apply to any advances made under this agreement :

(4) Article 15 of the principal agreement shall apply to any difference arising under this agreement :

(5) The principal agreement shall be deemed to be and shall be modified so far as is necessary to give effect to the provisions of this agreement :

(6) This agreement is made subject to the sanction of Parliament and to such alterations as Parliament shall see fit to make therein but if the Committee on the Bill make any material alterations in this agreement it shall be competent to either party to withdraw the same.

In witness whereof the Midland Railway Company and the Midland and South Western Junction Railway Company have caused their respective common seals to be hereunto affixed the day and year first above written.

The common seal of the Midland Railway Company was hereunto affixed in the presence of—

G. MURRAY SMITH  
Director of the Company  
Gumley Hall  
Market Harborough.



The common seal of the Midland and South Western Junction Railway Company was hereunto affixed in the presence of—

W. E. NICOLSON BROWNE  
Deputy Chairman.



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