



CHAPTER xli.

An Act for incorporating the Mansfield Railway Company and authorising them to construct railways in the county of Nottingham and for other purposes.

A.D. 1910.

[26th July 1910.]

WHEREAS the construction of the railways and works herein-after described in the county of Nottingham would be of public and local advantage:

And whereas the persons herein-after named with others are willing to carry the undertaking into execution on being incorporated into a company for the purpose:

And whereas it is expedient that the Company and the Great Central Railway Company herein-after in that behalf mentioned and the owners of collieries and works adjoining the railway be empowered to enter into and carry into effect working and other agreements as herein-after expressed:

And whereas it is expedient that the Company should be empowered to pay interest out of capital as herein-after provided:

And whereas during the passage of the Bill for this Act through Parliament Railway No. 4 which was included in the Bill as originally deposited and shown upon the plans and sections deposited in respect thereof was struck out in Committee of the First House and it is therefore expedient that provision should be made as herein-after contained for the release of that portion of the deposit fund applicable to the said Railway No. 4:

And whereas plans and sections showing the lines and levels of the railway authorised by this Act and also books of reference

[*Price 3s.*]

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A.D. 1910. to the plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county of Nottingham and are herein-after respectively referred to as the deposited plans sections and books of reference :

And whereas the purposes 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 :—

Short title. 1. This Act may be cited as the Mansfield Railway Act 1910.

Incorporation of Acts. 2. The Companies Clauses Consolidation Act 1845. Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by any subsequent Acts the Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and Part I. (relating to the construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation. 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 Company" means the Company incorporated by this Act the expressions "the railway" and "the undertaking" mean respectively the railways and the undertaking by this Act authorised.

Company incorporated. 4. Emerson Bainbridge William Jackson Chadburn John Plowright Houfton Timothy Taylor Isaac Henry Wallis George Henry Hall Scott Robert Millington Knowles Robert Knowles Henry John Gardiner and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors

and assigns respectively shall be and are hereby united into a company for the purpose of making and maintaining the railway and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "The Mansfield Railway Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act. A.D. 1910.

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 the railways and works herein-after described with all necessary stations junctions sidings bridges viaducts rails tunnels roads buildings yards approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the books of reference deposited therewith as may be required for that purpose The railways and works herein-before referred to and authorised by this Act will be wholly situated in the county of Nottingham and are— Power to make railways.

A railway (No. 1) 5 miles 1 furlong 2 chains in length commencing in the parish of Kirkby-in-Ashfield by a junction with the Great Central Railway (main line to London) at a point three hundred and fifteen yards or thereabouts measuring in a westerly direction along the said railway from the western face of the bridge carrying Lindley's Lane over the said railway passing through the borough parishes urban districts townships or places of Kirkby-in-Ashfield Sutton-in-Ashfield and Mansfield and terminating in the parish and borough of Mansfield at a point on the north-east side of the street called Littleworth at a point one hundred and ten yards or thereabouts measuring in a south-easterly direction along the eastern causeway of the said street from a point opposite the centre of Bath Street:

A railway (No. 2) 1 mile 1 furlong 2·50 chains in length situated wholly in the parish and borough of Mansfield commencing at the termination of Railway No. 1 before described and terminating in a field numbered 730 on the 25-inch Ordnance map (second edition 1899) at the western corner thereof:

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A railway (No. 3) 4 miles 5 furlongs 1·35 chains in length commencing in the parish and borough of Mansfield at the termination of Railway No. 2 before described and passing through the borough parishes urban and rural districts townships or places of Mansfield Mansfield Woodhouse Clipstone and Edwinstowe and terminating in the said township of Clipstone in the said parish of Edwinstowe by a junction with the Great Central Railway at a point one hundred and twenty-three yards or thereabouts measuring in an easterly direction from the centre of the bridge carrying the said railway over the occupation road leading from Clipstone to Clipstone Archway.

Power to deviate.

6. In making the railway by this Act authorised the Company may deviate laterally to any extent not exceeding the limits of deviation shown on the deposited plans and may deviate vertically from the levels shown on the deposited sections to any extent not exceeding ten feet upwards or downwards from the line denoting the upper surface of the rails.

Capital.

7. The capital of the Company shall be two hundred and fifty thousand pounds in twenty-five thousand shares of ten pounds each.

Shares not to be issued until one-fifth paid.

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

Calls.

9. One-fifth of the amount of a share shall be the greatest amount of a call and three months at least shall be the interval between successive calls and three-fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt in case of persons not sui juris.

10. If any money is payable to a shareholder or mortgagee or debenture stockholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to issue preference shares.

11. The Company may issue any portion not exceeding one-half of their authorised capital of two hundred and fifty thousand pounds as preference shares with any dividend or interest not exceeding the rate of five pounds per centum per annum The

provisions of sections 13 14 and 15 of the Companies Clauses Act 1863 shall be applicable to the issue of such preference shares and to the Company in like manner as they apply to the issue of new preference shares provided that the amount of capital issued as preference shares under the provisions of this section shall not at any time exceed the amount of paid-up capital issued as ordinary shares.

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12. The Company may on such terms and conditions as they think fit issue respectively as preference stock or ordinary stock all or any part of the preference or ordinary shares which they are authorised to issue by this Act and such preference stock and ordinary stock shall be deemed to be preference shares and ordinary shares for the purposes of this Act.

Power to
issue shares
as stock.

13. The Company may from time to time borrow on mortgage of the undertaking any sum or sums not exceeding in the whole one-third part of the amount of the share capital of the Company at the time being actually issued and accepted but no part of any such sum or sums shall be borrowed until the shares in respect of which the borrowing power is exercised are issued and accepted as aforesaid and one-half thereof is paid up and the Company shall have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that such shares have been issued and accepted and that one-half thereof has been paid up and that not less than one-fifth part of the amount of each separate share issued and accepted has been paid on account thereof before or at the time of the issue or acceptance thereof and that such share was issued bonâ fide and is held by the persons or corporations to whom the same was issued or their executors administrators successors or assigns and that such persons or corporations their executors administrators successors or assigns are legally liable for the same 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 has been given which shall be sufficient evidence thereof.

Power to
borrow.

14. The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver In order to authorise the appointment of a receiver in respect of arrears

For appoint-
ment of a re-
ceiver.

A.D. 1910. 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.

Debenture stock.

15. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank *pari passu* (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages. Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

Debenture stock may be redeemable.

16. The Company may create and issue as redeemable stock all or any portion of the debenture stock which they are by this Act authorised to create and issue and such stock created as redeemable stock shall be redeemed by the Company at such date or on such event and on such terms and conditions and in such manner as the Company may determine at the time of creating and issuing such stock.

Application of moneys.

17. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only to the purposes of this Act to which capital is properly applicable.

First ordinary meeting.

18. The first ordinary meeting of the Company shall be held within eight months after the passing of this Act.

Number of directors.

19. The number of directors shall be seven but the Company may vary the number provided that the number be not at any time more than seven nor less than three.

Qualification of directors.

20. The qualification of a director shall be the possession in his own right of not less than fifty shares.

Quorum.

21. The quorum of a meeting of directors shall be three.

First directors.

22. Emerson Bainbridge William Jackson Chadburn John Plowright Houfton and four other persons to be nominated by them or the majority of them and consenting to such nomination shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of

this Act At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act or nominated as aforesaid being (if they continue qualified) eligible for election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained for varying the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are duly elected in their stead.

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Election of
directors.

23. In altering for the purposes of this Act the roads next herein-after mentioned the Company may make the same of any inclinations not steeper than the inclinations herein-after mentioned in connexion therewith respectively (that is to say):—

Inclination of
roads.

Nos. on deposited Plans.	Parish.	Description of Road.	Intended Inclination.
RAILWAY No. 1.			
52	Sutton-in-Ashfield - - -	Public	1 in 20
5	Mansfield - - -	Ditto	1 in 20
22	Ditto - - -	Ditto	1 in 20
40	Ditto - - -	Ditto	1 in 20
RAILWAY No. 2.			
138	Mansfield - - -	Ditto	1 in 36
RAILWAY No. 3.			
6	Mansfield Woodhouse - -	Ditto	1 in 20
21	Clipstone (Edwinstowe) -	Ditto	1 in 20

24. Where this Act authorises the diversion of a road and the stopping up of an existing road or portion thereof such stopping up shall not take place until the new road is completed to the satisfaction of the road authority and is open for public use or in case of difference between the Company and the road

Stopping up
road in case
of diversion.

A.D. 1910. authority until two justices shall have certified that the new road has been completed to their satisfaction and is open for public use.

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

As from the completion of the new road to the satisfaction of the road authority or as from the date of the said certificate (as the case may be) all rights of way over or along the existing road or portion 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 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.

As to private rights of way over lands taken compulsorily.

25. All private rights of way over any lands which shall under the powers of this Act be acquired compulsorily shall as from the date of such acquisition be extinguished. Provided that 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.

Lands for extraordinary purposes.

26. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed in the whole thirty acres but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being permitted or caused by them upon any land so taken.

Period for compulsory purchase of lands.

27. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

28. 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 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.

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Persons
authorised to
convey lands
may grant
easements
&c.

29. And whereas in order to avoid in the execution and maintenance of any works authorised by this Act injury to the houses and buildings within one hundred feet of the railway it may be necessary to underpin or otherwise strengthen the same Therefore the Company at their own costs and charges may and if required by the owners or lessees of any such house or building shall subject as herein-after provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say):—

Company
empowered
to underpin
or otherwise
strengthen
houses near
railway.

- (1) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners or lessees of the house or building so intended or so required to be underpinned or otherwise strengthened:
- (2) Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners and lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company:
- (3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter notice in writing that he or they as the case may be disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to the arbitration of an engineer to be agreed upon or in case of difference appointed at

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the instance of either party by the Board of Trade and the Arbitration Act 1889 shall apply to the reference :

- (4) The arbitrator shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building :
- (5) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment :
- (6) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury Provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof :
- (7) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensate under the sixty-eighth section of the Lands Clauses Consolidation Act 1845 or under any other Act :

(8) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts: A.D. 1910.

(9) Nothing in this section shall repeal or affect the application of the ninety-second section of the Lands Clauses Consolidation Act 1845.

30. And whereas in the construction of the railway and works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of the lands houses or other buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the lands houses or other buildings or manufactories described in the schedule to this Act and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without material detriment thereto be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise.

Owners may be required to sell parts only of certain lands and buildings.

31. Whereas pursuant to the standing orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of twelve thousand two hundred and eighty-eight pounds being equal to five per centum upon the amount of the estimate in respect of the railway authorised by this Act has been transferred into the name of the Paymaster-General for and on behalf of the Supreme Court in respect of the application to Parliament for this Act (which sum or the stocks or funds in which the same may have been invested is referred to in this Act as "the deposit fund") And whereas Railway No. 4 included in the Bill for this Act as originally deposited was struck out of such Bill in its passage through Parliament and the sum of seven hundred and fifty-two pounds five shillings

Deposit not to be repaid except so far as railway is opened.

A.D. 1910. — part of the said deposit fund is attributable to Railway No. 4. Be it enacted that notwithstanding anything contained in the said Act the said deposit fund (except as herein-after provided) shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them (which persons survivors or survivor are or is in this Act referred to as "the depositors") unless the Company shall previously to the expiration of the period limited by this Act for completion of the railway open the same for the public conveyance of passengers or merchandise traffic and if the Company shall make default in so opening the railway the deposit fund shall be applicable and shall be applied as provided by the next following section. Provided that if within such period as aforesaid the Company open any portion of the railway for the public conveyance of passengers or merchandise traffic then on the production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway the High Court shall on the application of the depositors order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application
of deposit.

32. If the Company do not previously to the expiration of the period limited for the completion of the railway complete the same and open it for the public conveyance of passengers or merchandise traffic then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors 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 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 And if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund 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 undertaking 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 re-transferred to the depositors Provided that until the deposit fund has been repaid or re-transferred to the depositors or has become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors. A.D. 1910.

33. The High Court may and shall at any time after the passing of this Act on the application of the depositors order that the sum of seven hundred and fifty-two pounds five shillings or the stock funds or other security in which the same has subsequently been invested applicable to Railway No. 4 included in the Bill as originally deposited for this Act together with any interest or dividend which has accrued thereon (being part of the sum originally deposited in respect of the application for this Act) shall be paid to the depositors or as they may direct and upon such order being made the same shall be paid repaid or transferred accordingly. Providing for release of portion of deposit.

34. If the railway is 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 railway or otherwise in relation thereto shall cease except as to so much thereof as is then completed. Period for completion of works.

35. The Company may demand and take for the use of the railway by any other company or person with engines and carriages such reasonable toll as they think fit. Tolls.

36. The maximum fares to be charged by the Company for the conveyance of passengers upon the railway including every Maximum fares for conveyance of passengers.

A.D. 1910. expense incidental to such conveyance shall not exceed the following (that is to say):—

For every passenger conveyed in a first-class carriage three-pence per mile;

For every passenger conveyed in a second-class carriage twopence per mile;

For every passenger conveyed in a third-class carriage one penny per mile;

For every passenger conveyed on the railway for a less distance than three miles the Company may charge as for three miles and every fraction of a mile beyond three miles or any greater number of miles shall be deemed a mile.

Passengers' luggage.

37. Every passenger travelling upon the railway may take with him his ordinary luggage not exceeding one hundred and fifty pounds in weight for first-class passengers one hundred and twenty pounds in weight for second-class passengers and one hundred pounds in weight for third-class passengers without any charge being made for the carriage thereof.

Foregoing charges not to apply to special trains.

38. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway in respect of which the Company may make such charges as they think fit but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers upon the railway.

Charges for small parcels and articles of great weight.

39. For the conveyance on the railway of small parcels not exceeding five hundred pounds in weight by passenger train the Company may demand and take any charges not exceeding the following (that is to say):—

For any parcel not exceeding seven pounds in weight threepence;

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight fivepence;

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight sevenpence;

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight ninepence;

And for any parcel exceeding fifty-six pounds but not exceeding five hundred pounds in weight the Company may demand any sum they think fit: A.D. 1910.

Provided always that articles sent in large aggregate quantities although made up in separate parcels such as bags of sugar coffee meal and the like shall not be deemed small parcels but that term shall apply only to single parcels in separate packages.

40. The classification of merchandise traffic (including perishable merchandise by passenger train) and the schedule of maximum rates and charges applicable thereto and the regulations and provisions contained in the schedule to the Order applicable to the Great Central Railway Company which Order is scheduled to and confirmed by the Railway Rates and Charges No. 12 (Manchester Sheffield and Lincolnshire Railway &c.) Order Confirmation Act 1892 shall be applicable and apply to the Company as if it were one of the railway companies named in the appendix to the schedule to the Order confirmed by the said Act Provided that in respect of the conveyance of a consignment of perishable merchandise not exceeding fifty-six pounds in weight by passenger train the Company shall not be entitled to charge a higher rate than the maximum rate which they are authorised to charge for the conveyance of parcels of the same weight. Rates for
merchandise.

41. The Company on the one hand and the Great Central Railway Company on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Railway and Canal Traffic Acts 1873 and 1888 from time to time enter into agreements with respect to the following purposes or any of them (that is to say) :— Power to en-
ter into traffic
arrange-
ments.

The working use management and maintenance of the railways of the companies respectively or any one or more of them or any part thereof respectively and of the works connected therewith respectively or any of them;

The use or working of the railways or railway or of any part thereof and the conveyance of traffic thereon;

The supply and maintenance by the working company under and during the continuance of any such agreement as aforesaid for the working of the railway of

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the Company of engines stock and plant necessary for the purposes of such agreement and the employment of officers and servants ;

The fixing subject to the authorised maximum rates and the collection appropriation and apportionment of the tolls rates charges receipts and revenues levied taken or arising in respect of traffic.

Tolls on traffic conveyed partly on the railway and partly on any other railway.

42. During the continuance of any agreement to be entered into under the provisions of this Act for the working or use of the railway of the Company or any part thereof by any other railway company the railway of the Company and any such other company shall for the purpose of short distance rates and charges be considered as one railway and in estimating the amount of rates and charges in respect of passengers conveyed partly on the railway of the Company and partly on any other railway for a less distance than three miles rates and charges may only be charged as for three miles and for every mile or fraction of a mile beyond three miles rates and charges as for one mile only and in estimating the amount of rates and charges in respect of merchandise traffic conveyed partly on the railway of the Company and partly on such other railway the Company shall be deemed to be a company connected with the Great Central Railway Company and specified in the appendix to the schedule to the Railway Rates and Charges No. 12 (Manchester Sheffield and Lincolnshire Railway &c.) Order Confirmation Act 1892.

Traffic facilities.

43. In order to facilitate the transmission of traffic between all places upon or beyond the railway and places on or beyond the Great Central Railway the Great Central Railway Company and any other railway company lawfully using or working their railways shall at all times hereafter afford to the Company all proper reasonable and necessary facilities for the convenient working forwarding and conveyance of such traffic including among other things through booking through tickets and invoices through rates and fares and so far as reasonably may be through carriages and waggons and shall perform and provide at the several stations upon the Great Central Railway all proper and sufficient facilities and services for the reception forwarding transmission conveyance and delivery of such traffic and shall accommodate manage and forward the said traffic and give such facilities and services as effectually regularly and expeditiously

as if it were their own proper traffic and the rates and charges for such traffic and the payment of tolls rates and charges and the arrangements to be made in respect of such traffic shall be agreed on between the two companies or failing agreement shall be determined by arbitration in manner provided by the Railway Companies Arbitration Act 1859. A.D. 1910.

44. The Company may enter into and carry into effect agreements with any owner or lessee of lands or of a colliery or of any other works adjoining or near to any of the railways by this Act authorised as to the construction management maintenance working and use of branch railways sidings and junctions on lands belonging to them or on lands acquired for the purposes of this Act to be connected with such railways and may apply their funds for that purpose and unless otherwise agreed may take similar tolls rates and charges therefor as are authorised by this Act. Power to construct branch railways &c. for accommodation of collieries &c.

45. Nothing in any agreement made under the authority of 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 the railway and works comprised in the undertaking of the Company and from time to time to alter such telegraphic lines and to enter upon the lands and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the making of any such agreement be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Company or any part thereof is worked by the Great Central Railway Company as freely and fully in all respects as he was entitled to do before the making of any such agreement. Saving for Postmaster-General.

46. For the protection of the National Telephone Company Limited (in this section referred to as "the telephone company") the following provisions shall apply and have effect (that is to say):— For protection of National Telephone Company Limited.

- (1) The Company shall not at any time during the currency of the telephone company's licence from the Postmaster-General to conduct telephonic business remove or interfere with any poles wires pipes conduits or other apparatus (in this section referred to as "apparatus") of the telephone company situate on any

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lands acquired by the Company under the powers of this Act except where the Company require so to do for the purposes of their undertaking and in such case the Company shall at their own expense prior to any such interference provide substituted apparatus in such positions as may be reasonably approved by the telephone company and if at any time during the currency of the said licence the Company shall require to remove or interfere with such substituted apparatus they shall provide other substituted apparatus in accordance with the foregoing provisions of this section :

- (2) If any difference arises under this section between the Company and the telephone company such difference shall be settled by an arbitrator to be appointed on the application of either party by the Board of Trade and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protec-
tion of South-
well Rural
District
Council.

47. Notwithstanding anything in this Act contained or shown on the deposited plans and sections the following provisions for the protection of the Southwell Rural District Council (in this section called "the council") shall unless otherwise agreed in writing between the Company and the council have effect (that is to say) :—

- (1) The Company shall carry Railway No. 3 over the road numbered 21 on the deposited plans in the parish of Clipstone by means of a girder bridge having a span of not less than thirty feet and a clear headway throughout of not less than fifteen feet six inches above the level of the centre of the road as proposed by the deposited plans to be altered and the road when lowered shall be lowered in accordance with the deposited plans and made up for the full width between the verges thereof of thirty feet :
- (2) The said bridge shall be made and maintained so as to prevent the dripping of water therefrom on to any portion of the road thereunder so far as is reasonably practicable :
- (3) If the council shall at any time require to construct or lay under or across any portion of Railway No. 3 any

sewers drains or pipes in connexion with the sewage drainage water supply or other public services of their district the Company shall afford to the council all reasonable facilities for the construction or laying of such sewers drains or pipes and shall not charge any wayleave in respect thereof and the council shall carry out such works so far as the same may be under or across the said railway under the supervision and to the reasonable satisfaction of the Company's engineer: A.D. 1910.

- (4) If any difference shall at any time arise between the Company and the council as to the true intent and meaning of this section or of the mode of giving effect thereto the same shall be referred to and determined by an engineer to be agreed upon between the Company and the council or failing agreement to be nominated by the President of the Institution of Civil Engineers on the application of the Company or the council and every such reference shall be deemed to be an arbitration within the meaning of the Arbitration Act 1889 or any subsequent modification thereof.

48. Notwithstanding anything contained in this Act or shown on the deposited plans and sections in relation thereto the following provisions for the protection of the mayor aldermen and burgesses of the borough of Mansfield (herein-after called "the corporation") shall except in so far as may be otherwise agreed between the corporation and the Company apply and have effect (that is to say):— For protection of corporation of Mansfield.

- (1) The bridges for carrying the railways over the roads herein-after in this subsection mentioned shall be constructed in the manner described in this subsection and in the case of girder bridges shall have a clear headway throughout above the surface of the respective roads as such surface now exists or may be altered in accordance with the provisions of this Act and a clear span throughout measured on the square with the road in each case and without any intervening support or obstruction not less than the headways and spans herein-after mentioned and in the case of arched bridges the arches of the bridges shall

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be made of the heights and spans not less than the heights and spans herein-after mentioned in connexion therewith respectively and no part of any abutment or pier of any such bridge shall be placed on any part of any such road:—

Railway.	Name of Road.	Headway or Height.	Span.	Description of Bridge.
No. 1	Hermitage Lane -	15 feet - - -	36 feet	Girder.
No. 1	Nottingham Road	17 feet - - -	48 feet	Girder.
No. 1	Littleworth -	20 feet - - -	36 feet	Girder.
No. 2	Ratcliffe Gate -	20 feet if girder 25 feet if arch	40 feet	Girder or arch at the option of the Company.
No. 2	Gladstone Street -	18 feet - - -	36 feet	Girder.
No. 2	Sandy Lane -	18 feet if girder 25 feet if arch	36 feet	Girder or arch at the option of the Company.

- (2) The bridge to be constructed by the Company for carrying Sheepbridge Lane over the railway shall be constructed with a right-angled width between the parapets or fences thereof of at least thirty-six feet measured on the square with the road. All such parapets or fences shall be not less than five feet in height above the level of the adjoining road and the approaches to such road and shall be constructed in such manner as the corporation shall reasonably require and the roadway of such bridge and the approaches thereof shall be drained and channelled to the reasonable satisfaction of the corporation:
- (3) In the case of all bridges constructed by the Company over public roads the Company shall do whatever is reasonably necessary to prevent water percolating through such bridges on to the said public roads. The abutments and foundations of all bridges over public roads shall be carried to such a reasonable depth below the surface as to enable the corporation to safely construct reconstruct or repair any sewers or drains gas and water mains or electric cables:
- (4) Where any of the works to be done under and by virtue of this Act shall or may pass over under or by the side of or so as to interfere with any sewer drain water pipe watercourse gas pipe electric cable or wire hydrant defence or other work under the

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jurisdiction or control of the corporation or shall or may in any way prejudicially affect the sewerage or drainage of the borough under their control the Company shall not commence such work until they shall have given to the Corporation fourteen days' previous notice in writing of their intention to commence the same by leaving such notice at the office of the town clerk with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and if within fourteen days after service or delivery of the plan and section and particulars as aforesaid the corporation signify their disapproval thereof then the Company shall not execute or commence to execute such works except in accordance with such plan and section thereof as shall have been approved by an arbitrator as herein-after provided :

- (5) Notwithstanding anything contained in this Act as to the construction of the railways and the execution of the works incidental thereto nothing shall authorise the Company to enter upon take or use the surface of any public street or road in the borough of Mansfield except so far as may be reasonably necessary for the construction of the railways and the Company shall not in the construction and execution of any such bridges and works as aforesaid cause any interruption of the passage or conduct of the traffic over or along any of such roads as aforesaid further at any one time than to the extent of stopping the traffic over one-half of the width of the roadway or over such other width thereof as may be reasonably agreed between the surveyor of the corporation and the engineer of the Company and shall cause as little detriment and do as little damage as may be to such roads respectively :

- (6) The corporation may at all times construct lay down and maintain under or across the said railways and works of the Company such culverts sewers drains gas and water mains and pipes and electric cables and wires as they may think necessary or desirable without making any payment or compensation to the Company

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in respect thereof and the Company shall afford to the corporation all reasonable facilities of access for the purpose of the construction and maintenance as well as of the examination alteration renewal or repair of such culverts sewers drains gas and water mains and pipes and electric cables and wires but all such works shall be executed under the superintendence and to the reasonable satisfaction of the engineer of the Company:

(7) The Company shall be liable to pay and shall pay to the corporation any reasonable damages penalties costs charges or expenses which the corporation may be legally liable to pay and shall have so paid in respect of any injury loss or damage consequent upon or arising from the execution by the Company of any works under the authority of this Act Provided always that the Company shall be under no liability if such injury loss or damage is due to the negligence or default of the corporation or their servants:

(8) If by the certificate of the surveyor to the corporation it appears that any of the roads repairable by the inhabitants at large have been injured or any extra expense has been incurred by the corporation for repair of such roads by reason of the extraordinary traffic in the making or construction of the railways the Company shall on demand pay to the corporation such costs charges and expenses as may be certified by such surveyor or if the amount thereof or liability therefor be disputed then such sum as may be awarded under the provisions for arbitration herein-after contained and in case of default of payment thereof the same may be recovered by the corporation in a summary manner:

(9) In case of any difference or dispute arising between the corporation and the Company touching or concerning the construction or carrying into effect of any of the works matters or things required to be done or performed by the Company under this section or otherwise in relation thereto the same shall be referred to the arbitration of an engineer or other person to be

agreed upon or failing agreement be determined by the President of the Institution of Civil Engineers or by an engineer appointed by him on the application of either party after notice to the other and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

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49. The following provisions for the protection and benefit of the Sutton-in-Ashfield Urban District Council (in this section called "the council") shall notwithstanding anything contained in this Act or shown on the deposited plans and sections and unless otherwise agreed in writing between the council and the Company have effect with respect to Railway No. 1 within the district of the council by this Act authorised (that is to say) :—

For protec-
tion of Sut-
ton-in-Ash-
field Urban
District
Council.

- (1) Before opening for passenger traffic any part of the said railway the Company at or near the point where the said railway crosses the highway known as Forest Lane in the district of the council shall provide an adequate and proper station together with all necessary approaches conveniences and appliances for passenger goods mineral and all kinds of traffic and shall at all times thereafter maintain such station :
- (2) The bridge carrying the before-mentioned Forest Lane over the said railway shall be made of a width of not less than forty feet measured on the square between the parapets and such parapets shall be of a height of not less than four feet six inches :
- (3) The bridge carrying the said railway over the Skegby main road shall be constructed with a clear span of not less than thirty feet measured on the square across that road and with a clear headway throughout of not less than the height shown on the deposited plans and sections :
- (4) The Company shall to the reasonable satisfaction of the council make and at all times thereafter maintain adequate and proper provision for the efficient drainage of so much of the before-mentioned Skegby main road as shall be lowered as shown on the deposited plans and sections for the purposes of the said railway :

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(5) The Company at their own expense but under the superintendence and subject in all things to the approval of the council shall where the railway crosses any sewer or drain which or the access to which may be interfered with or prejudicially affected by or in the construction of the said railway divert and protect any such sewer or drain and provide for the convenient access thereto at all times of the council in such manner as shall be reasonably required by the council:

(6) Where the surface of any road or street or any sewer of the Council has been interfered with or disturbed by the Company constructing or maintaining the said railway or exercising the powers of this Act in relation thereto the Company shall well and efficiently and to the reasonable satisfaction of the Council restore the surface of the road or street or the sewer so interfered with or disturbed as the case may be:

(7) In case of any difference arising between the Company and the Council with respect to any matters in this section mentioned such difference shall be settled and determined by an engineer or other person to be agreed upon or failing agreement by the President of the Institution of Civil Engineers or by an engineer appointed by him on the application of either party after notice to the other and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protection of Kirkby-in-Ashfield Urban District Council.

50. For the protection of the Kirkby-in-Ashfield Urban District Council (in this section referred to as "the council") the following provisions unless otherwise agreed in writing between the council and the Company shall notwithstanding anything contained in this Act or shown on the deposited plans and sections have effect (that is to say):—

(1) In constructing the Railway No. 1 by this Act authorised the Company shall carry the road known as "The Hill" numbered 24 on the deposited plans in the parish and urban district of Kirkby-in-Ashfield by means of a bridge having a clear width measured between the parapets of not less than thirty-three feet:

- (2) The roadway over the said bridge and the approaches thereto shall be made up to the reasonable satisfaction of the surveyor to the council and with proper footpaths on either side of not less than five feet in width and the said bridge shall be constructed with close parapets on both sides thereof of not less than four feet six inches in height above the crown of the roadway :
- (3) Before the opening of the said Railway No. 1 for passenger traffic the Company shall construct and complete and shall at all times maintain and keep open a station with all necessary accommodation for passenger and goods traffic in as close proximity as possible so far as circumstances will allow to the point where the said railway will cross the said road known as "The Hill" leading from Pinxton to Blidworth :
- (4) In case of any difference arising between the council and the Company with respect to any matters in this section mentioned such difference shall be settled and determined by an engineer or other person to be agreed upon or failing agreement by the President of the Institution of Civil Engineers or by an engineer appointed by him on the application of either party after notice to the other and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

51. Notwithstanding anything in this Act contained or shown on the deposited plans and sections in relation thereto the following provisions for the protection of the Mansfield Woodhouse Urban District Council (in this section called "the council") shall except in so far as may be otherwise agreed between the Company and the council apply and have effect (that is to say):—

For protection of Mansfield Woodhouse Urban District Council.

- (1) The Company shall carry Railway No. 3 over the road known as the Blidworth Road No. 3 on the deposited plans in the parish of Mansfield Woodhouse by means of a girder bridge having a span of not less than thirty feet and a clear headway throughout of not less than fifteen feet above the surface of the

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road as such surface now exists or may be altered in accordance with the provisions of this Act:

- (2) The Company shall do whatever is reasonably necessary to prevent water percolating through such bridge on to the said Blidworth Road:
- (3) The gradient of the road between a point six-and-a-quarter chains on the north side of the railway crossing and a point nine chains on the south of such crossing and shown on the cross section No. 6 on the deposited plans and marked "1 in 13" "level," and "1 in 20" may be made of any inclination not steeper than 1 in 20:
- (4) If any difference shall at any time arise between the Company and the council as to the true intent and meaning of this section or of the mode of giving effect thereto the same shall be referred to and determined by an engineer to be agreed upon between the Company and the council or failing agreement to be nominated by the President of the Institution of Civil Engineers on the application of the Company or the council and every such reference shall be deemed to be an arbitration within the meaning of the Arbitration Act 1889 or any subsequent modification thereof.

For protec-
tion of Great
Central Rail-
way Com-
pany.

52. The following provisions for the protection of the Great Central Railway Company (herein-after in this section called "the Great Central Company") shall unless with the consent of the Great Central Company in writing under their common seal apply and have effect:—

- (1) The expression "Great Central property" where used in this section shall include any land railway siding building work or convenience belonging to the Great Central Company:
- (2) The Company shall not purchase or take any Great Central property but the Company may purchase and take and the Great Central Company may and shall sell and grant according to their estate and interest in and subject to all easements rights and covenants affecting the same an easement or right of constructing and maintaining the said Railways Nos. 1

and 3 so far as the same are according to this Act to be constructed on Great Central property: A.D. 1910.

- (3) The consideration to be paid for any easement or right to be acquired by the Company under the preceding subsection shall in case of dispute be determined in manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement and shall include full compensation in respect of all damage loss or inconvenience which the Great Central Company may suffer or sustain by or by reason of the exercise by the Company of the powers of this Act or of any Act incorporated therewith:
- (4) All works necessary for or connected with the said railways and junctions situated within the boundary of the Great Central property shall be constructed by the Great Central Company at such time or times as the Company shall require and under the supervision and to the reasonable satisfaction of the engineer of the Company and shall thereafter to the like satisfaction be maintained by the Great Central Company and all reasonable expenses incurred by the Great Central Company in constructing and maintaining such works shall unless otherwise agreed be repaid by the Company to the Great Central Company on demand:
- (5) The Company shall take all possible precautions in the execution of their works to prevent any interference with the free and uninterrupted and safe use in the ordinary manner and at the ordinary rate of speed of any railway siding or other work belonging to the Great Central Company:
- (6) The Company shall bear and on demand pay to the Great Central Company the reasonable expense of the employment by the Great Central Company during the execution or repair of any work to be executed under the powers of this Act affecting any Great Central property of a sufficient number of inspectors watchmen and signalmen to be appointed by the Great Central Company for watching and signalling the same with reference to and during

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the execution or repair of any such work of the Company and for preventing 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 person in the employ of the Company or of their contractors with reference thereto or otherwise and shall also bear and on demand pay the costs of the engineer in connexion with the said works :

(7) If by reason of the construction or working of the railways or works by this Act authorised it shall become necessary to construct add to or alter any signal cabin or cabins signal-posts signals electrical telephonic or telegraphic appliances or other similar works on any railway belonging to the Great Central Company the Great Central Company may make such constructions additions and alterations and the reasonable expense of such constructions additions and alterations shall be repaid by the Company to the Great Central Company on demand and the cost of maintaining and working any additional signal-cabins signal-posts signals electrical telephonic or telegraphic appliances or other similar works and a fair proportion of the cost of maintaining and working any altered signal-cabins signal-posts signals electrical telephonic or telegraphic appliances or other similar works shall at the end of every half-year be repaid by the Company to the Great Central Company :

(8) If by reason of the execution or failure of any of the works of the Company by this Act authorised or of any act or omission of the Company or of their contractors or of any person in the employ of the Company or of their contractors or otherwise any railway siding building work or convenience belonging to the Great Central 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 Great Central Company may make good the same and may as well upon their own lands as upon the lands of the Company execute such works as may be

necessary to prevent a recurrence of such injury or damage and recover the reasonable expense thereof against the Company and if any interruption shall be occasioned to the traffic of or upon any such railway siding or other work by reason of any of the matters aforesaid the Company shall pay to the Great Central Company all costs and expenses to which the Great Central Company may be put as well as full compensation :

- (9) If in the opinion of the Great Central Company or in case of difference between them and the Company of an arbitrator to be appointed as herein-after provided it shall be necessary for the Great Central Company to purchase or pay compensation for any minerals required to be left unworked for the protection and safety of any works constructed under the powers of this Act or for any additional minerals beyond those which but for this Act would have been required to be so left unworked then the Company shall on demand pay to the Great Central Company all costs and expenses incurred by them in relation to any such purchase or payment of compensation and the amount of such costs and expenses or as the case may be the amount of the additional costs and expenses shall in case of difference be determined by arbitration as herein-after provided :
- (10) If at any time hereafter the Great Central Company shall be desirous of extending widening or altering any of the railways or works affected by the railways or works by this Act authorised the Company shall give to the Great Central Company all proper and reasonable facilities for that purpose and any extra cost the Great Central Company may be put to in carrying out such extension widening or alteration by reason or in consequence of the construction of Railways Nos. 1 and 3, shall be repaid to them by the Company :
- (11) The Company and the Great Central Company may agree in writing under seal upon any variation of or alteration in the works in this section provided for or in the manner in which the same shall be executed :

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(12) If any difference shall arise between the Company and the Great Central Company under the preceding subsections the same shall be determined unless otherwise agreed by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice to the other and the provisions of the Arbitration Act 1889 shall apply thereto.

For protection of Midland Railway Company.

53. In executing the works by this Act authorised where the same will cross over under or otherwise affect any railway siding or any part of the works or property (which railway siding works and property are herein-after called "the railway") of the Midland Railway Company (herein-after called "the Midland Company") the Company shall (except so far as it may be otherwise agreed between the Midland Company and the Company in writing under their respective common seals) be subject to the following conditions:—

(1) The Company shall carry Railway No. 1 over the Midland Company's Pye Bridge and Pinxton Line by means of a bridge of two spans each span having a clear width throughout of twenty-six feet six inches measured square to the Midland Railway with a clear headway throughout of not less than fifteen feet above the upper surface of the Midland rails at the point of crossing;

The bridge to carry the Midland Company's Sutton-in-Ashfield Branch over Railway No. 1 shall be constructed of a width between the parapets of not less than twenty-six feet six inches measured square to the Midland Railway the abutments of the bridge to be extended on each side of the railway to the Midland Company's Railway boundary and should the Midland Company require at any time to widen their railway the Company shall at their own expense construct the superstructure for carrying one additional line of rails on each side of the existing Midland Railway;

The bridge to carry the Midland Company's Nottingham and Mansfield Railway over Railway No. 1 shall be constructed of a width between the parapets of not less than fifty-eight feet measured square to the

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Midland Railway provided that so much of the super-structure as is not required for carrying the existing lines of rails of the Midland Company shall be constructed by the Company at any time when required by the Midland Company and in all things at the expense of the Company;

The bridge to carry the Midland Company's Mansfield and Southwell Line over Railway No. 1 shall be constructed for two lines of way of a width between the parapets of not less than twenty-six feet six inches measured square to the Midland Railway and at any time when required by the Midland Company shall be extended by and at the cost of the Company so as to carry an additional line of rails;

Each of the last-mentioned three bridges shall be so constructed that no part of the structure other than the parapets shall be at a higher level than two feet below the upper surface of the rails of the Midland Railway:

- (2) All works to be done by the Company in the exercise of the powers conferred by this Act in any way affecting the railway shall be executed by and in all things at the expense of the Company and under the superintendence (if the same be given) and to the reasonable satisfaction of the principal engineer for the time being of the Midland Company and according to plans specifications and drawings to be previously submitted to and reasonably approved by him:
- (3) If within fourteen days after the receipt of any such plans and drawings the Midland Company give to the Company notice that they desire themselves to construct so much of the works or any part thereof as will affect their railway the Midland Company may themselves execute such works and recover the reasonable costs thereof from the Company:
- (4) The bridges and other works of the Company which affect the property or works of the Midland Company shall be at all times maintained in good repair and condition at the expense of the Company and to the reasonable satisfaction of the said engineer of the

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Midland Company and at the levels agreed upon and if and whenever the Company fail to do so the Midland Company may make and do in and upon as well the lands of the Company as their own lands all such works repairs and things as they may reasonably think necessary in that behalf and the reasonable expense thereof shall be repaid to the Midland Company by the Company :

- (5) 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 act or omission of the Company or of their contractors any railway siding or other work belonging or leased to or worked by the Midland 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 Midland Company may make good the same and recover the reasonable expense thereof against the Company And if any interruption shall be occasioned to the traffic of or upon any such railway siding or other work of the Midland Company by reason of any of the matters or causes aforesaid the Company shall pay to the Midland Company all costs and expenses to which the Midland Company may be put as well as full compensation to be recoverable by the Midland Company from the Company :
- (6) The Company shall bear and on demand pay to the Midland Company the reasonable expense of the employment by the Midland Company during the execution repair or maintenance of any work affecting the railway of the Midland Company of a sufficient number of inspectors watchmen and signalmen to be appointed by the Midland 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 :
- (7) If in the opinion of the Midland Company or in case of difference between them and the Company of an arbitrator to be appointed as herein-after provided it

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shall be necessary for the Midland Company to purchase or pay compensation for any minerals required to be left unworked for the protection and safety of any works constructed under the powers of this Act the Company shall on demand pay to the Midland Company all costs and expenses incurred by them in relation to any such purchase or payment of compensation :

- (8) If by reason of the construction of the said railway it shall become necessary to add to or alter any signal cabin signal posts signals electrical power lines telegraph poles or wires or other similar works upon the railway the same shall be so added to or altered by the Midland Company and the reasonable expense of such alteration addition and the maintenance thereof shall be repaid to the Midland Company by the Company :
- (9) If the Midland Company at any time hereafter be desirous for the purpose of widening the railway or of forming branches or sidings to any existing or intended collieries works or manufactories of constructing a bridge or bridges over or under the said railway the Company shall afford to the Midland Company all reasonable and proper facilities for the construction of such bridge or bridges Provided nevertheless that the plans specifications and drawings of any such works shall be submitted to and reasonably approved of in writing by the principal engineer for the time being of the Company :
- (10) The Company shall not (except with the consent of the Midland Company under their common seal) purchase or acquire any lands or property of the Midland Company but the Company shall acquire only such an easement across over or under the railway as may be necessary for constructing or maintaining the works of the railways by this Act authorised and shall pay to the Midland Company for any such easement to be acquired by them such sum as may be agreed upon or failing agreement as shall be settled by arbitration in manner provided by the Lands Clauses Consolidation Act 1845 :

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- (11) Any dispute or difference which may arise between the Midland Company and the Company 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 President for the time being of the Institution of Civil Engineers on the application of the Midland Company or the Company and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protec-
tion of Great
Northern
Railway
Company.

54. The following provisions for the protection of the Great Northern Railway Company (herein-after in this section called "the Great Northern Company") shall unless otherwise agreed in writing under their common seals between the Company and the Great Northern Company apply and have effect:--

- (1) The expression "property of the Great Northern Company" where used in this section shall include any land railway siding or work belonging to or leased to or worked by the Great Northern Company:
- (2) The Company shall not enter upon use purchase take or interfere with any property of the Great Northern Company except that the Company may purchase and take and the Great Northern Company may and shall sell and grant according to their estate and interest in and subject to all easements rights and covenants affecting the property of the Great Northern Company such easement or right as shall be necessary for the purpose of constructing using and maintaining Railway No. 1 by this Act authorised so far as the same is according to this Act to be constructed on or across the property of the Great Northern Company:
- (3) The consideration to be paid for any easement or right to be acquired by the Company under the preceding subsection shall in case of dispute be determined in manner provided by the Lands Clauses Acts with respect to the purchase and taking of lands otherwise than by agreement and for the purpose of any such determination the acquisition of such easement or right shall be deemed a taking of lands within the

meaning of section 6 of the Railways Clauses Con- A.D. 1910.
solidation Act 1845:

- (4) Railway No. 1 shall be carried over the Great Northern Railway by a girder bridge having one span only of a clear width of not less than twenty-six feet six inches measured at right angles to the Great Northern Railway and having a clear headway throughout of not less than fifteen feet measured from the upper surface of the rails of such railway to the underside of the girders of the said bridge:
- (5) The Great Northern Railway shall be carried over Railway No. 1 by a bridge of a width sufficient to carry two lines of railway and measuring not less than twenty-six feet six inches between the parapets thereof at right angles to the Great Northern Railway and at any time when required by the Great Northern Company the said bridge shall be extended by and at the cost of the Company so as to carry two additional lines of railway:
- (6) The said bridge carrying Railway No. 1 over the Great Northern Railway and the said bridge carrying the Great Northern Railway over Railway No. 1 shall be constructed in such positions as shall be reasonably approved by the engineer of the Great Northern Company (herein-after in this section called "the engineer") before the commencement thereof:
- (7) The Company shall not construct any works whether temporary or permanent upon or over or which may affect any property of the Great Northern Company except in accordance with the provisions of this section and under the superintendence and to the reasonable satisfaction of the engineer and of such dimensions quality and strength of material and design and method of construction and according to such plans sections and specifications as shall have been previously submitted to and reasonably approved by the engineer or in case of difference between him and the engineer of the Company by an arbitrator to be appointed as herein-after provided:
- (8) The Company shall maintain the portions of Railway No. 1 including the said bridges which affect the

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property of the Great Northern Company in substantial repair and good order and condition in accordance with the plans sections and specifications so approved as aforesaid to the reasonable satisfaction in all respects of the engineer and if and whenever the Company fail so to do the Great Northern Company may do in and upon the lands of the Company as well as their own lands all such works and repairs as may be reasonably requisite in that behalf and the reasonable amount of their expenditure in so doing as certified by the engineer shall upon demand be repaid to them by the Company :

(9) The Company shall not interfere with the rails or sidings of the Great Northern Company except by arrangement with or with the reasonable concurrence of the engineer and then only so far as may be necessary to enable the Company to carry out the powers of this Act and subject in all respects to the reasonable control of the engineer :

(10) The Company shall bear and on demand pay to the Great Northern Company the reasonable expense of the employment by the Great Northern Company during the execution or repair of any work affecting any property of the Great Northern Company of such inspectors watchmen and signalmen to be appointed by the Great Northern Company as may be necessary for watching and signalling the same with reference to and during the execution or repair of any such work of the Company and for preventing 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 person in the employment of the Company or of their contractors with reference thereto or otherwise :

(11) If by reason of the construction or working of the railway or works of the Company it shall become necessary to add or alter any signal cabins signal posts signals or other similar works on any property of the Great Northern Company the Great Northern Company may make such additions and alterations and the reasonable expense of such additions and

alterations shall be repaid by the Company on demand and the cost of maintaining and working any such additional signal cabins signal posts signals or other similar works and the increased cost (if any) of maintaining and working any such altered signal cabins signal posts signals or other similar works shall at the end of every half-year be repaid by the Company to the Great Northern Company: A.D. 1910.

- (12) If by reason of the execution user or failure of any of the works of the Company or any act or omission of the Company or of their contractors or of any person in the employment of the Company or of their contractors or otherwise any property of the Great Northern 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 Great Northern Company may make good the same and the reasonable expenses thereof as certified by the engineer shall be repaid to the Great Northern Company by the Company on demand and the Company shall indemnify the Great Northern Company against all losses which the Great Northern Company may sustain and shall pay all costs charges and expenses which the Great Northern Company may be put to or incur by reason of the execution user or failure of any of the works of the Company or any act or omission of the Company or their contractors or any person in the employment of the Company or their contractors or otherwise:
- (13) If in the opinion of the Great Northern Company or in case of difference between them and the Company of an arbitrator to be appointed as herein-after provided it shall be necessary for the Great Northern Company to purchase or pay compensation for any minerals required to be left unworked (A) for the protection or safety of any works constructed under the powers of this Act then the Company shall on demand pay to the Great Northern Company the amount paid by the Great Northern Company for or in respect of such minerals together with all costs and expenses incurred by them in relation to any such purchase or payment

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of compensation or (B) for the protection or safety of the railway works or property of the Great Northern Company which may be affected by the said works to be constructed under the powers of this Act then the Company shall on demand pay to the Great Northern Company a fair proportion of the amount paid by the Great Northern Company for or in respect of such minerals and of the costs and expenses incurred by them in relation to any such purchase or payment of compensation and the proportion of such costs and expenses payable by the Company shall in case of difference be determined by arbitration as herein-after provided :

- (14) The Company and the Great Northern Company may agree upon any variation of or alteration in the works in this section provided for or of or in the manner in which the same shall be executed :
- (15) If any difference shall arise between the Company and the Great Northern Company or their respective engineers as to anything to be done or not to be done under the subsections hereof numbered (7) to (13) (both inclusive) the same shall be determined by an engineer to be appointed as arbitrator by the President of the Institution of Civil Engineers on the application of either party after notice to the other and the Arbitration Act 1889 shall apply to the arbitration.

For protec-
tion of Not-
tinghamshire
County Coun-
cil.

55. For the protection of the county council of the administrative county of Nottingham (in this section called "the county council") the following provisions shall notwithstanding anything contained in this Act or shown upon the deposited plans and sections apply and have effect unless otherwise agreed upon in writing between the county council and the Company (that is to say) :—

- (1) The bridges or works respectively next herein-after mentioned shall be constructed as described in the schedule hereunder and in the case of girder bridges shall have a clear headway throughout above the existing surface of the respective streets or roads next herein-after referred to and a clear span

throughout measured on the square with the road in each case and without any intervening support or obstruction not less than the headways and spans herein-after mentioned and in the case of arched bridges the arches of the bridges shall be made of the heights and spans not less than the heights and spans herein-after mentioned in connexion therewith respectively and no part of any abutment or pier of any such bridge or work shall be placed on any part of any such street or road:—

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SCHEDULE.

Number of Railway.	Parish.	Name of Road.	Numbers on deposited Plans.	Span.	Head-way.	Description of Bridge.
Railway No. 1	Sutton-in-Ashfield	Skegby Main Road	52	ft. in. 36 0	ft. in. 15 0	—
	Mansfield	Nottingham Main Road	40	48 0	17 0	Girder.
Railway No. 2	Mansfield	Southwell Main Road (Ratcliffe Gate)	88	40 0	20 0 if girder 30 0 if arch	} Girder or arch at option of Company.

(2) The soffit or underside of each such bridge shall be rendered watertight and maintained in a watertight condition and properly constructed with efficient gutters and down spouts and connected with the surface water drains or carried to the water table of the road to the reasonable satisfaction of the county council and the roadway thereunder shall be drained and channelled to the reasonable satisfaction of the county council and the drainage so disposed of as not to cause any unnecessary damage to the roads or footpaths:

(3) The bridge to be constructed by the Company for carrying the Blidworth and Pinxton main road numbered on the deposited plans 24 in the parish of Kirkby-in-Ashfield shall be constructed with a right-angled width between the parapets or fences thereof of at least thirty-three feet measured on the square with the road and the bridge to be constructed by the Com-

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—

pany for carrying Forest Road numbered on the deposited plans 27 in the parish of Sutton-in-Ashfield over Railway No. 1 shall be constructed with a right-angled width of at least forty feet between the parapets or fences thereof measured on the square with the road. All such parapets or fences shall be not less than four feet six inches in height above the level of the adjoining road and the approaches to any such road and the roadway of each of such bridges and the approaches thereof shall be drained and channelled to the reasonable satisfaction of the county council:

(4) If and when the county council acquire the land necessary to widen and widen the portion of the said Blidworth and Pinxton main road adjoining the railway to a width between the fences of thirty-five feet the Company shall forthwith at their own expense widen the bridge carrying that road over the railway to a width of thirty-five feet between the parapets:

(5) The Company shall not alter or interfere with the existing level of any such road as aforesaid except as shown on the deposited plans without the previous consent in writing of the county council:

(6) The Company shall not commence or execute any bridges or works as aforesaid unless and until they shall have first delivered to the county council plans sections and specifications thereof and the same shall have been examined and reasonably approved in writing by the county council or by an arbitrator appointed as herein-after provided. Provided always that if the county council shall fail to approve or to disapprove of any such plans sections and specifications within one month after the same have been delivered to them then they shall be deemed to have approved the same and the bridges or works to which the same relate may be carried out by the Company in accordance with such plans sections and specifications:

(7) The Company shall construct and execute all such bridges and works as aforesaid in accordance with plans sections and specifications to be approved as

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aforesaid and at their sole expense and under the reasonable supervision and to the reasonable satisfaction of the county council and the Company shall thereafter at the like expense maintain the said bridges and works and all necessary works connected therewith in perpetuity in good and substantial condition and repair to the reasonable satisfaction of the county council :

- (8) The Company shall not in the construction and execution of any such bridges and works as aforesaid cause any interruption of the passage or conduct of the traffic over or along any of such roads as aforesaid further at any one time than to the extent of stopping the traffic of one half of the width of the roadway or over such other width thereof as may be reasonably agreed between the county council and the Company and shall do as little damage as may be to such roads respectively and shall at their own expense in a proper and workmanlike manner and to the reasonable satisfaction of the county council make good all damage injury or disturbance whatsoever which shall happen or arise to any of such roads by reason or in consequence of the construction or execution of any such bridges or works as aforesaid :
- (9) If the Company shall neglect or refuse to make good any such damage and injury as aforesaid for a space of seven days after receiving notice in writing from the county council requiring them so to do then the county council may execute and do all works and things necessary for making good the same and the Company shall within fourteen days after demand under the hand of the clerk of the county council pay to the county council all the reasonable costs charges and expenses incurred by the county council in executing and doing any such works and things as aforesaid :
- (10) The Company shall during the execution and until the completion of any such works as are mentioned in this section make and carry into effect such arrangement for lighting and watching the same and any portion of any road interfered with or affected thereby as may

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be reasonably necessary to prevent danger or accident to persons and vehicles using the said roads :

- (11) If by certificate of the surveyor to the county council it appears that any of the main roads have been injured or any extra expense has been incurred by the county council for the maintenance and repair of such roads by reason of the extraordinary traffic in the making or construction of the railways the Company shall on demand pay to the county council such costs charges and expenses as may be certified by such surveyor or if the amount thereof or liability therefor be disputed then such sum as may be awarded under the provisions for arbitration hereinafter contained and in case of default of payment thereof the same may be recovered by the county council in a summary manner :
- (12) All costs charges and expenses payable by the Company to the county council under the provisions of this section shall be recoverable as a debt due from the Company to the county council :
- (13) If any difference shall arise between the Company and the county council under this section the same shall be determined by an arbitrator to be agreed upon between the parties or to be appointed on the application of either party after notice to the other by the President of the Institution of Civil Engineers or an engineer to be appointed by him and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of Mansfield and District Light Railway Company.

56. For the protection of the Mansfield and District Light Railway Company (hereinafter in this section called "the light railway company") the following provisions shall apply and have effect :—

- (1) Any bridges which the Company may construct under this Act over any roads upon which the light railway company's rails are now laid shall have at least sixteen feet six inches clearance measured from the underside of the lowest part of the bridge to the surface of the light railway company's rails :
- (2) All works carried out by the Company near or adjacent to the light railway company's lines shall be con-

structed and carried out in such a way as not to A.D. 1910.
unreasonably impede or interfere with the traffic on
the light railway company's lines:

- (3) The Company shall bear any reasonable expense to which the light railway company may be put through alterations to their lines or overhead wires necessitated by any of the works of the Company:
- (4) The Company shall be responsible for and make good to the light railway company all losses costs damages and expenses which may be occasioned to them or any of their works or property or the traffic on their lines or to any person using the same or otherwise during and by reason of the construction of the intended railway and works or of any act or omission of the Company or of any persons in their employ or of their contractors or otherwise:
- (5) If any difference arises under this section between the Company and the light railway company as to the true intent and meaning thereof or of the mode of giving effect thereto the same shall be from time to time determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

57. Notwithstanding anything in this Act or any Act or Acts incorporated herewith the Company may out of any money by this Act authorised to be raised pay interest at such rate not exceeding four pounds per centum per annum as the directors may determine to any shareholder on the amount from time to time paid up on the shares held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the works by this Act authorised or such less period as the directors may determine but subject always to the conditions herein-after stated (that is to say):—

Power to pay
interest out of
capital during
construction.

- (A) No such interest shall begin to accrue until the Company shall have deposited with the Board of Trade a statutory declaration by two of the directors and the secretary of the Company that one-half at least of the share capital authorised by this Act in respect of which such interest may be paid has been actually

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issued and accepted and is held by shareholders who or whose executors administrators or assigns are legally liable for the same :

- (B) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear :
- (C) The aggregate amount to be so paid for interest shall not exceed twenty-five thousand pounds and the amount so paid shall not be deemed share capital in respect of which the borrowing powers of the Company may be exercised but such borrowing powers shall be reduced to the extent of one-third of the amount paid for interest as aforesaid :
- (D) Notice that the Company has power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the Company inviting subscriptions for shares and in every certificate of shares :
- (E) The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section.

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

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

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

Provision as
to general
Railway
Acts.

59. Nothing in this Act contained shall exempt the Company or the railway 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 A.D. 1910.
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 by this Act.

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

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SCHEDULE referred to in the foregoing Act.**LANDS HOUSES BUILDINGS OR MANUFACTORIES OF WHICH
PORTIONS ONLY ARE REQUIRED.**

Parish.	Numbers on deposited Plans.
RAILWAY No. 1.	
Kirkby-in-Ashfield - - -	31 32 33 34
Sutton-in-Ashfield - - -	28 29 31 42 43 57
Mansfield - - -	11 15 19 25 25A 25B 39 48 56 57A 57B
RAILWAY No. 2.	
Mansfield - - -	2 9 22 40 41 42 43 46A 90 96A 219 220 221 222 223 224 235 236 237 238 239 240 241 242 243 and 244
RAILWAY No. 3.	
Mansfield Woodhouse - - -	10
Clipstone - - -	19 20 24

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