



ANNO OCTAVO & NONO

VICTORIÆ REGINÆ.

Cap. clxxxix.

An Act for making a Railway from the *Midland* Railway in the Parish of *Sawley* in the County of *Derby* to the Parish of *Alfreton* in the same County, together with several Branch Railways communicating therewith, to be called “The *Erewash Valley* Railway.” [4th August 1845.]

WHEREAS the making of a Railway, commencing by Two Junctions with the *Midland* Railway in the Township of *Long Eaton* in the Parish of *Sawley* in the County of *Derby*, and terminating in the Parish of *Alfreton* at or near *Pye Bridge* in the County of *Derby*, would be of great public Advantage, by opening an additional, certain, and expeditious Means of Communication between the said Places, and also by facilitating Communication between more distant Towns and Places: And whereas the making of the several Branch Railways herein-after described from and out of the said intended Railway would also be of public Advantage, by connecting certain Collieries and Ironworks with such Railway; (that is to say,) a Branch commencing in the Parish of *Cossall* in the said County of *Nottingham*, and terminating in the

[Local.] 50 R Parish

Parish of *Ilkeston* in the said County of *Derby*; a Branch commencing in the said Parish of *Cossall*, and terminating in the Parish of *Greasley* in the said County of *Nottingham*; a Branch commencing in the Township of *Shipley* in the Parish of *Heanor* in the said County of *Derby*, and terminating in the Parish of *Eastwood* in the said County of *Nottingham*; a Branch which will be situated wholly in the Township of *Heanor* in the said Parish of *Heanor*; a Branch commencing in the said Township and Parish of *Heanor*, and terminating in the Township of *Newthorpe* in the said Parish of *Greasley*; a Branch commencing also in the said Township and Parish of *Heanor*, and terminating in the Township of *Brinsley* in the said Parish of *Greasley*; a Branch commencing in the Township of *Codnor* in the said Parish of *Heanor*, and terminating in the said Parish of *Greasley*; a Branch commencing in the extra-parochial Liberty of *Codnor Park* in the said County of *Derby*, and terminating in the said Parish of *Selston*; a Branch commencing in the said extra-parochial Liberty of *Codnor Park*, and terminating in the Township of *Swanwick* and *Greenhill Lane* in the Parish of *Alfreton* in the said County of *Derby*; a Branch from and out of the said intended Branch Railway from the said extra-parochial Liberty of *Codnor Park* to the Parish of *Selston*, commencing in the said extra-parochial Liberty of *Codnor Park*, and terminating in the said Parish of *Selston*; and also a Branch from and out of the said intended Branch Railway from the said extra-parochial Liberty of *Codnor Park* to the said Township of *Swanwick* and *Greenhill Lane*, commencing in the said Township of *Swanwick* and *Greenhill Lane*, and terminating in *Butterley Park* in the Township and Parish of *Pentrich* in the County of *Derby*: And whereas the Persons hereafter named are willing, at their own Expence, to carry such Undertaking into execution, but the same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the several Acts of Parliament following, (that is to say,) the Companies Clauses Consolidation Act, One thousand eight hundred and forty-five, the Land Clauses Consolidation Act, One thousand eight hundred and forty-five, and the Railway Clauses Consolidation Act, One thousand eight hundred and forty-five, shall be incorporated with and form Part of this Act.

Incorporation of
8 & 9 Vict.
cc. 16. 18.
and 20. with
this Act.

Short Title.

II. And be it enacted, That in citing this Act in other Acts of Parliament, and in legal Instruments, it shall be sufficient to use the Expression "The *Erewash Valley* Railway Act, One thousand eight hundred and forty-five."

Subscribers
incorporated.

III. And be it enacted, That *Robert Argile, George Argile, Thomas Ashton, James Ainsworth, Arden Bayley Clerk, Anthony Browne, Edmund Buckley, John Burgess, Peter Black, William Bean, Thomas Brown, Abraham Booth, George Henry Brentnall, — Berresford, William Beverley, William Beardsley, Robert Martin Craven, William Collinson, James Consterdine, Peter Clarke, William Clarke, Christopher Leife Dresser, Samuel Hall Egginton,*

John Egginton, Thomas Walker Flint, James Fothergill, William Fieldhouse, Thomas Gill the younger, Joseph Gee, Thomas Grimsditch, William Gregory, Joseph Glynn, George Goodwin, Robert Hardy, John Haslam, David Harrison, Thomas Houldsworth, Matthew Hobson, William Jessop, William Jessop the younger, John Jessop the younger, Thomas Barlow Jervis, Matthew Kirtley, Dyas Lofshouse, George Locking, Alexander Liebert, Edward Loyd, William Lupton, John Towleston Leather, Thomas Lea, William Morley, William Mallalieu, James Meadows, William Palmer Morewood, Joseph Mather, the Right Honourable Lord Melbourne, Edward Miller Munday, George Outram, Samuel Peake, William Peat, Thomas Roberts, George Saul, George Staley, Edward Spence, James Salmond, Stephen Schwabe, Robert Walker Simpson, John Sandars, William Stanley, S. F. Spurr, John Turner, Thomas Thornley, William Thomas, James Taylor, Thomas Topham, George Withy, Richard Barret Watson, Francis Wright, William Benjamin Watkins, Thomas Ward, John Woodhouse, George Wooley, and all other Persons and Corporations who have already subscribed or who shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company, for the Purpose of making and maintaining the said Railway and Branch Railways, with proper Works and Conveniences belonging thereto, according to the Provisions of the said recited Acts and of this Act, and for other the Purposes herein and in the said recited Acts contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "*The Erewash Valley Railway Company*," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, within the Restrictions herein and in the recited Acts contained.

IV. And whereas the estimated Expence of making the said Capital. Railway and Branch Railways is One hundred and eighty-seven thousand Pounds; be it enacted, That the Capital of the Company shall be One hundred and ninety thousand Pounds.

V. And be it enacted, That the Number of Shares into which the Capital shall be divided shall be Three thousand eight hundred, and the Amount of each Share shall be Fifty Pounds. Number and Amount of Shares.

VI. And be it enacted, That Five Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and One Third of the Amount of a Share shall be the utmost aggregate Amount of Calls that may be made in any One Year upon any Share, and Three Months at the least shall be the Interval between successive Calls. Calls.

VII. And be it enacted, That it shall be lawful for the Company to borrow on Mortgage or Bond any Sums not exceeding in the whole the Sum of Sixty-three thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of One hundred and ninety thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up. Power to borrow Money.

VIII. And

Arrears to
be enforced
by Appoint-
ment of a
Receiver.

VIII. And be it enacted, That it shall be lawful for the Mortgagees of the Company to enforce the Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of such Receiver, in the event of the Principal Monies due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than Ten thousand Pounds in the whole.

Number and
Qualification
of Directors.

IX. And be it enacted, That the Number of Directors shall be Six; and the Qualification of a Director shall be the Possession in his own Right of Twenty Shares in the Undertaking.

Power to
vary the
Number of
Directors.

X. And be it enacted, That it shall be lawful for the Company to increase or reduce the Number of Directors, provided that the increased Number do not exceed Nine, and that the reduced Number be not less than Five.

First Direc-
tors.

XI. And be it enacted, That *Edmund Buckley, James Consterdine, William Gregory, David Harrison, Thomas Barlow Jervis, William Jessop, Edward Miller Mundy, John Sanders, and Francis Wright* shall be the First Directors of the Company.

Rotation of
Directors.

XII. And be it enacted, That the Directors appointed by this Act shall continue in Office until the first Ordinary Meeting to be held after the passing of the Act; and at such Meeting the Shareholders present, personally or by Proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body.

Quorum.

XIII. And be it enacted, That the Quorum of a Meeting of Directors shall be Three.

Committees
of Directors.

XIV. And be it enacted, That the Number of Directors of which Committees appointed by the Directors shall consist shall be not less than Three nor more than Five, and the Quorum of such Committees shall be Two.

Newspapers
for Insertion
of Advertise-
ments.

XV. And be it enacted, That the Newspapers in which Advertisements relating to the Affairs of the Company are to be inserted shall be "*The Derby Reporter*" and "*Nottingham Journal*."

Power to
make Rail-
way, &c.,
according to
deposited
Plans.

XVI. And whereas Plans and Sections of the Railway and Branch Railways, showing the Line and Levels thereof respectively, and also Books of Reference, containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners and Lessees and Occupiers of the Lands through which the same are intended to pass, have been deposited with the Clerks of the Peace of the Counties of *Derby* and *Nottingham*; be it enacted, That, subject to the Provisions in this and the said recited Acts contained, it shall be lawful for the Company to make and maintain the said Railway, Branch Railways, and Works in

in the Line and upon the Lands delineated on the said Plans and described in the said Books of Reference, and to enter upon, take, and use such of the said Lands as shall be necessary for such Purpose.

XVII. And be it enacted, That the said Railway shall commence by Two Junctions with the *Midland* Railway in the Township of *Long Eaton* in the Parish of *Sawley*, and shall pass through the following Places; (that is to say,) *Long Eaton*, *Sawley*, *Sandiacre*, *Stanton-by-Dale*, *Little Hallam*, *Ilkeston*, *Cotmanhay*, *Shipley*, *Heanor*, *Heanor* Township, *Milnhay*, *Codnor*, *Codnor Park*, *Alfreton*, *Riddings*, or some of them, in the County of *Derby*, *Toton*, *Attenborough*, *Stapleford*, *Trowell*, *Cossall*, *Awsworth*, and *Selston*, or some of them, in the County of *Nottingham*, and shall terminate in the said Parish of *Alfreton* at or near *Pye Bridge*; and the said Branch Railways from and out of the said Main Line of Railway shall be made as follows; (that is to say,) a Branch commencing in the said Parish of *Cossall*, and terminating in the said Parish of *Ilkeston*; a Branch commencing in the said Parish of *Cossall*, and terminating in the said Parish of *Greasley*; a Branch commencing in the Township of *Shipley* in the said Parish of *Heanor*, and terminating in the said Parish of *Eastwood*; a Branch which will be situate wholly in the said Township and Parish of *Heanor*; a Branch commencing in the said Township and Parish of *Heanor*, passing thence through the Parish of *Eastwood*, and terminating in the Township of *Newthorpe* in the said Parish of *Greasley*; a Branch commencing in the said Township and Parish of *Heanor*, and terminating in the Township of *Brinsley* in the said Parish of *Greasley*; a Branch commencing in the said Township of *Codnor* in the said Parish of *Heanor*, and terminating in the said Parish of *Greasley*; a Branch commencing in the extra-parochial Liberty of *Codnor Park*, and terminating in the said Parish of *Selston*; a Branch commencing in the said extra-parochial Liberty of *Codnor Park*, and terminating in the said Township of *Swanwick* and *Greenhill Lane* in the said Parish of *Alfreton*; a Branch from and out of the said intended Branch Railway from the said extra-parochial Liberty of *Codnor Park* to the said Parish of *Selston*, commencing in the said extra-parochial Liberty of *Codnor Park*, and terminating in the said Parish of *Selston*; and also a Branch from and out of the said intended Branch Railway from the said extra-parochial Liberty of *Codnor Park* to the said Township of *Swanwick* and *Greenhill Lane*, commencing in the said Township of *Swanwick* and *Greenhill Lane*, and terminating in *Butterley Park* in the Township and Parish of *Pentrich* in the said County of *Derby*.

Line of Railway and Branch Railways.

XVIII. Provided always, and be it enacted, That it shall not be lawful for the Company, in making the Railway through the Township of *Little Hallam*, to deviate the Line thereof to a greater Distance than the Limits of Deviation defined on the said Plans, notwithstanding a Line of Railway may be shown on the Sections deposited with the said Plans beyond such Limits of Deviation.

Not to deviate to a greater Distance than defined on Plan.

XIX. Provided always, and be it enacted, That it shall not be lawful for the Company to enter upon, take, or use any Land for the Purpose of forming any or either of the Branch Railways herein-after mentioned,

Not to make Branch Railways without Consent of

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Owners, &c.
of Land.

mentioned, (that is to say,) the Branch commencing in the said Parish of *Cossall*, and terminating in the Parish of *Greasley* in the said County of *Nottingham*; the Branch commencing in the Township of *Shipley* in the Parish of *Heanor* in the said County of *Derby*, and terminating in the Parish of *Eastwood* in the said County of *Nottingham*; the Branch commencing in the said Township and Parish of *Heanor*, and terminating in the Township of *Newthorpe* in the said Parish of *Greasley*; the Branch commencing also in the said Township and Parish of *Heanor*, and terminating in the Township of *Brinsley* in the said Parish of *Greasley*; the Branch commencing in the Township of *Codnor* in the said Parish of *Heanor*, and terminating in the said Parish of *Greasley*; the Branch commencing in the extra-parochial Liberty of *Codnor Park* in the said County of *Derby*, and terminating in the said Parish of *Selston*; the Branch commencing in the said extra-parochial Liberty of *Codnor Park*, and terminating in the Township of *Swanwick* and *Greenhill Lane* in the Parish of *Alfreton* in the said County of *Derby*; the Branch from and out of the said intended Branch Railway from the said extra-parochial Liberty of *Codnor Park* to the Parish of *Selston*, commencing in the said extra-parochial Liberty of *Codnor Park*, and terminating in the said Parish of *Selston*; the Branch from and out of the said intended Branch Railway from the said extra-parochial Liberty of *Codnor Park* to the said Township of *Swanwick* and *Greenhill Lane*, commencing in the said Township of *Swanwick* and *Greenhill Lane*, and terminating in *Butterley Park* in the Township and Parish of *Pentrich* in the County of *Derby*, without the Consent in Writing of the Owners, Lessees, and Occupiers of such Land first had and obtained, except for the Purpose of crossing the *Cromford* Canal, the *Erewash* Canal, or the *Nottingham* Canal, and the Banks and Works connected with such Canals respectively.

Company
not take
Land in
Ilkeston
without
Consent.

XX. And be it enacted, That it shall not be lawful for the Company to enter upon, take, or use the Land in the said Parish of *Ilkeston* referred to by the Numbers 12, 14, and 23 on the said Plans, or any Part of the same, without the Consent in Writing of the Owners, Lessees, and Occupiers of such Land first had and obtained.

Power to
cross certain
Roads on a
Level.

XXI. And be it enacted, That it shall be lawful for the Company to construct the Railway across and on the Level of the following Turnpike Roads and public Carriage Roads; (that is to say,)

On the Main Line in the Parish of *Long Eaton*, the Highways numbered 23, 26, and 35 on the said Plans deposited as aforesaid:

In the Parish of *Staunton-by-Dale*, the Highway numbered 3:

In the Parish of *Ilkeston*, the Highway numbered 29:

In the Parish of *Heanor*, the Highway numbered 14:

On the Branch in the Parish of *Heanor*, the Turnpike Road numbered 59, the Highways numbered 55, 68, 33, and 38.

For Protec-
tion of the
Erewash and
Cromford
Canals.

XXII. And whereas the said Railway, with Branch Railways, is intended to be made and carried over the *Erewash* Canal and the *Cromford* Canal respectively in several Places as shown on the said Plans, and also to be carried near to the said *Erewash* Canal and *Cromford* Canal, or to the Towing Paths, Locks, Embankments, Side Ponds,

Ponds, or other Works thereof, and it is expedient to provide against Obstructions being occasioned thereby to the free Navigation of the said Canals; be it therefore enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Companies of Proprietors of the said *Erewash* Canal or *Cromford* Canal, or either of them, or authorize or empower the said Railway Company to alter the Line or Level of the said Canals or Towing Path thereto, or any Part thereof, or to obstruct the Navigation of the said Canals or any Part thereof, or to divert, diminish, or obstruct any of the Waters therein, or which now supply the said Canals or either of them, or to injure any of the Works of the said Canals; and it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway as delineated in the said Plans or Sections deposited with the Clerks of the Peace for the said Counties of *Derby* and *Nottingham*, by which Deviation any of the Locks, Side Ponds, Towing Paths, Bridges, Banks, or Feeders, or any other Works of and belonging to the said Canals or either of them, or any Part thereof respectively, shall be taken, used, or damaged, without the Consent of the said Canal Company whose Works may be affected thereby in Writing under their Common Seal first had and obtained.

XXIII. And be it enacted, That in making and carrying the said Railway and Branch Railways over the said Canals the said Railway Company shall and they are hereby required, at their own Expence, to make, and at all Times for ever afterwards to maintain and keep in perfect Repair, good and substantial Bridges, of Brick, Stone, Iron, or Wood, over the said Canals and the Towing Paths thereof, with proper Approaches to each such Bridge, the Foundations of which Bridges, or the Piles or Pillars upon which the same shall be placed, where the same adjoin upon or are placed in the Waterway of the said Canals, shall be perpendicular, and the under Side of the Opening at the Keystone or Centre of the Arch of each and every of such Bridges, in case the same shall be formed with an Arch, or in case the same shall be formed without an Arch, then the under Side of the Beams thereof for the whole Breadth of the Span shall be at a Height of not less than Ten Feet above the Top-water Level of the said Canals; and if the said Bridges shall be formed with Arches, the Height at the springing of the Arch shall not be less than Seven Feet, and the Span of the Arch or Opening of each and every of the said Bridges shall not be less than Twenty-six Feet, in which a clear Waterway of the Breadth of Twenty Feet and a Towing Path of the Breadth of Six Feet at the least shall respectively be preserved; and the said Railway Company shall carry over the Railway and Branch Railways over and above such Bridges accordingly; and the said Railway Company shall and they are hereby required, at all Times during the Progress of constructing the said Bridges over the said Canals or either of them, and of any necessary Repairs or Renewal thereof, or of the Erection or Repair of any future Bridges or Bridge in lieu of such Bridges or any of them, from Time to Time and at all Times to leave an open and uninterrupted navigable Waterway in the said Canals of not less than Sixteen Feet in Width during the Time of constructing and putting in the Foundation Walls of the Abutments

Prescribing
Manner of
constructing
Bridges over
the Erewash
and Crom-
ford Canals.

of

of each of the said Bridges and of the new Towing Paths along the same, up to One Foot above the Top-water Level of the said Canals, and which Time shall not exceed Fifteen Days, nor shall less than Twenty Feet for the said Waterway and Six Feet for the said Towing Path be left during the Remainder of the Period of constructing or repairing or renewing each such Bridge; and that during the Construction of such Works the Towing Path adjoining thereto shall be left sufficiently open for the Use of the Canals.

For preventing Obstructions in the Erewash and Cromford Canals, and providing for Repairs of Bridges, &c.

XXIV. And be it enacted, That if by reason of any Accident, or in the Execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works, or of any Bridge over the said Canals or either of them, or of any of the Slopes, Banks, or Walls of the said Railway near the said Canals, it shall happen that the said Canals or either of them, or the Towing Paths thereof, shall be so obstructed that Boats, Barges, or other Vessels navigating or using the said Canals shall be impeded in their Passage, or shall not be able to pass along the same, or in case the navigable Waterway herein-before required to be preserved during the Progress of the Works shall at any Time be contracted to a less Width than herein is prescribed, or the Towing Path shall not be left sufficiently open for the Use of the Canals, then and in every such Case the said Railway Company shall pay to the Canal Company whose Works shall be so obstructed, as or by way of ascertained Damages, the Sum of Two Pounds for every Hour during which any such Impediment shall continue; and in default of Payment of the said Sum, on demand made on the Treasurer or any Officer of the said Railway Company, such Canal Company may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*; and in case the Bridges to be erected for the said Railway over the said Canals or either of them, or the Towing Path Walls under the said Bridges, or the several Approaches, Side Slopes, or Banks of the said Railway next the said Canals or any of them, or any Part thereof, shall not be kept in good Repair, it shall be lawful for the Canal Company who shall be prejudiced thereby, having first given Seven Days Notice in Writing to the said Railway Company to repair, and if the said Railway Company shall not commence such Repairs within Fourteen Days after such Notice, and complete the same without Delay, it shall be lawful for such Canal Company to do such Repairs, and to recover the Amount thereof from the said Railway Company, by Action of Debt or on the Case, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*: Provided always, that nothing herein contained shall extend to prevent the said Canal Company from recovering against the said Railway Company any special Damage that may be sustained by them on account of the Acts or Defaults of the said Railway Company in respect of which the said Penalties are imposed beyond the Amount of such Penalty or Penalties, and they are hereby authorized to sue for and recover such special Damage accordingly; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the said Railway Company, and any Action for special Damage shall be brought

brought as above mentioned, then the said Penalty or Penalties so paid shall be deemed and considered as Payments on account of such special Damage, and Credit shall be given by the Court before whom such Action shall be tried for any Sum or Sums of Money so paid by the said Railway Company, and the same shall be deducted from the Amount of Damages to be recovered by such Canal Company; and in case the Amount of Damages shall not exceed the Sum or Sums so paid, then and in such Case Judgment shall be given for the said Railway Company; and no Action shall be maintainable by such Canal Company against the said Railway Company for the Recovery of any Penalty or Penalties, after Judgment shall have been obtained by them for any special Damage in respect of the Act or Acts for which such Penalty or Penalties would have been recoverable.

XXV. Provided always, and be it enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the *Nottingham, Erewash, or Cromford* Canal Companies respectively, or the Rights of any Person in anywise interested under the Acts of Parliament relating to the said *Nottingham, Erewash, or Cromford* Canals, but saving and reserving to the said *Nottingham, Erewash, and Cromford* Canal Companies, and other the Persons so interested as aforesaid, all the Rights, Privileges, Powers, Authorities, and Provisions in the said Acts or either of them contained, as if this Act had not been passed.

XXVI. And be it enacted, That the Quantity of Land to be taken by the Company for extraordinary Purposes shall not exceed Fifteen Acres.

XXVII. And be it enacted, That the Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

XXVIII. And be it enacted, That the Railway and Branch Railways shall be completed within Four Years from the passing of this Act; and on the Expiration of such Period the Powers by this or the recited Acts granted to the Company for executing the Railway and Branch Railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway and Branch Railways as shall then be completed.

XXIX. And be it enacted, That it shall be lawful for the Company to demand any Tolls for the Use of the Railway and Branch Railways not exceeding the respective Tolls following; (that is to say,)

1. In respect of the Tonnage of the following Articles conveyed upon the said Railway and Branch Railways respectively, or any Part thereof, as follows:

For all Dung, Compost, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, *per Ton per Mile* not exceeding One Halfpenny;
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Saving Rights of Nottingham, Erewash, and Cromford Canal Companies.

Lands for extraordinary Purposes.

Period within which Lands are to be purchased.

Period for Completion of Works.

Tolls:

Tonnage on Articles of Merchandise.

and if conveyed by Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Farthing :
 For all Coals, Coke, Culm, Charcoal, and Cinders, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandize, *per Ton per Mile* not exceeding Three Farthings ; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Farthing :

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils Vices, and Chains, *per Ton per Mile* One Penny Farthing ; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny :

For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandize, Fish, Articles, Matters, or Things, *per Ton per Mile* not exceeding One Penny and Three Farthings ; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny :

Tonnage on
Carriages :

2. In respect of the Tonnage of the following Articles conveyed upon the Railway and Branch Railways, or any Part thereof, as follows :

For every Carriage, of whatever Description, having more than Two Wheels, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, *per Mile* not exceeding Four-pence :

And a like Sum of Two-pence *per Mile* for any fractional Part of a Ton beyond One Ton which any such Carriage may weigh :

Tolls for
Passengers
or Cattle.

3. In respect of Passengers and Animals conveyed upon the Railway and Branch Railways in Carriages, whether belonging to the Company or otherwise, as follows :

For every Person conveyed in or upon any such Carriage, being a First Class Carriage, *per Mile* not exceeding Three-pence : Provided always, that for any fractional Part of Sixpence beyond an integral Number of Sixpences payable by such Person the Company shall be entitled to demand Sixpence :

For every Person conveyed in a Second Class Carriage, a Sum not exceeding Two-pence *per Mile* : Provided always, that the Second Class Carriages belonging to the Company shall be closed, and shall have Glass Windows :

For every Person conveyed in a Third Class Carriage, a Sum not exceeding One Penny *per Mile* : Provided always, that the Company may charge for any shorter Distance than Six Miles a Sum not exceeding Sixpence, and that for any fractional Part of Three-pence beyond Three-pence, or a Multiple thereof, they shall be entitled to charge Three-pence ; provided also, that the Third Class Carriages of the Company shall be covered, and have Seats for the Passengers :

For every Horse, Mule, or Ass conveyed in or upon any such Carriage, *per* Mile not exceeding Three-pence :

For every Ox, Cow, Bull, or Neat Cattle, Calf, Pig, Sheep, or Lamb, whether alive or dead, conveyed in or upon any such Carriage, *per* Mile not exceeding Four-pence *per* Ton.

XXX. Provided always, and be it enacted, That in all Cases in which the Company shall provide Engines for propelling Carriages on the said Railway the said Tolls shall include the Charge for such Engines, and no additional Charge shall be made by the Company in respect of such Engines: Provided also, that nothing herein contained shall be construed to prevent the Company from charging any reasonable Sum for the Use of Engines and Carriages for express Trains.

Tolls to include Use of locomotive Power.

XXXI. And be it enacted, That the following Provisions and Regulations shall be applicable to the fixing of such Tolls; (that is to say,)

Regulations as to the Tolls.

For a Fraction of a Mile beyond Six Miles, or beyond any greater Number of Miles, the Company may demand Tolls on Merchandise for such Fraction in proportion to the Number of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile; and in respect to Passengers every Fraction of a Mile beyond an integral Number of Miles shall be deemed a Mile:

For a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton:

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity.

XXXII. And with respect to small Packages and single Articles of great Weight, be it enacted, That, notwithstanding the Rate of Tolls prescribed by this Act, the Company may lawfully demand the Tolls following; (that is to say,)

Tolls for small Parcels and great Weights.

For the Carriage of small Parcels, (that is to say, Parcels not exceeding Five hundred Pounds Weight each,) the Company may demand any Sum which they think fit: Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Nine Tons but shall not exceed Twelve Tons, the Company may demand such Sum as they think fit, not exceeding Three-pence *per* Ton *per* Mile:

For

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, shall exceed Twelve Tons, the Company may demand such Sum as they think fit.

Passengers
Luggage.

XXXIII. And be it enacted, That every Passenger travelling upon the Railway and Branch Railways may take with him his ordinary Luggage, not exceeding One hundred Pounds in Weight for First Class Passengers, Sixty Pounds in Weight for Second Class Passengers, and Forty Pounds in Weight for Third Class Passengers, without any Charge being made for the Carriage thereof.

Enabling
Midland
Railway
Company to
purchase
Railway.

XXXIV. And whereas the Undertaking hereby authorized might very advantageously to the Public be constructed and worked by the *Midland* Railways Company; be it therefore enacted, That it shall be lawful for the Company incorporated by this Act, by and with the Authority of Three Fifths of the Shareholders thereof who may be present, either personally or by Proxy, at some extraordinary General Meeting of such Company specially called for the Purpose, to sell, transfer, or dispose of, and for the *Midland* Railways Company, by and with the Authority of Three Fifths of the Shareholders thereof who may be present, either personally or by Proxy, at some extraordinary General Meeting of such Company specially called for the Purpose, to purchase or accept the Undertaking by this Act authorized, either before or after the Execution or Completion thereof, for such Consideration, and upon such Terms and Conditions, as the said Companies may mutually agree upon, subject to the existing Liabilities affecting the same, and subject also to the Provisions of this Act.

Form and
Effect of
Conveyance.

XXXV. And be it enacted, That the Conveyance or Assignment of the said Undertaking may be in the Form in the Schedule to this Act annexed, or to the like Effect, with such Alterations therein or Additions thereto as the Circumstances of the Case and the Tenure of the Purchase or Transfer may render necessary; and such Conveyance shall be under the Common Seals of both the said Companies, and shall, when so executed, be effectual to vest the said Undertaking, and all the Rights, Privileges, Powers, and Authorities by this Act given to the Company hereby incorporated, and also the said Railway, and all Works belonging thereto, and the Ground and Soil thereof respectively, and all and every other the Lands, Tenements, and Hereditaments, Rights, Easements, and Appurtenances whatsoever, and all Books, Maps, Plans, and other Documents, and also, if so expressed, all the Personal Property, Monies, and Effects of or to which the Company hereby incorporated may, by virtue of this Act or by any other Means whatsoever, be seised, possessed of, or entitled, at Law or in Equity, at the Time of the Execution of such Conveyance, absolutely in the *Midland* Railways Company; and the said Undertaking shall thenceforth become and form Part of the Undertaking of the *Midland* Railways; subject nevertheless and without Prejudice to any Mortgages, Charges, or Incumbrances which at the Time of the Execution of such Conveyance may be upon or affect the Company hereby incorporated, or any of the Property of the said Company.

XXXVI. And

XXXVI. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railway*; and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways*; and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*; and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament; and for other Purposes in relation to Railways*; be it enacted, That nothing in this Act contained shall be held to exempt the said Railway and Branch Railways, or the said Company, from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect to the said Railway Branch Railways, and Company so far as the same shall be applicable thereto.

Railway to be subject to the Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., and 7 & 8 Vict. c. 85.

XXXVII. And be it enacted, That nothing herein contained shall be deemed or construed to exempt the said Railway and Branch Railways from the Provisions of any general Act relating to this Act, or of any general Act relating to Railways, which may pass during the present or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act.

Railway not exempted from Provisions of any future general Railway Act.

XXXVIII. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

Public Act.

SCHEDULE to which the foregoing Act refers.

Form of Conveyance of the Undertaking.

THIS Indenture, made the _____ Day of _____
in the Year of our Lord One thousand eight hundred and _____
between the Erewash Valley Railway Company of the one Part, and
the Midland Railways Company of the other Part, witnesseth, that
the Erewash Valley Railway Company, in consideration of the Sum
of _____ to them paid by the Midland
Railways Company, the Receipt whereof is hereby acknowledged, and
by virtue and in pursuance and under the Authority of the Erewash
Valley Railway Act, One thousand eight hundred and forty-five, do
hereby convey all that the Undertaking authorized by the said Act,
and the Powers and Authorities thereby given for making and com-
pleting the same, unto the Midland Railways Company absolutely
and for ever, but subject to all existing Liabilities affecting the same,
and subject also to the Provisions of the said Act; and the said
Midland Railways Company do hereby accept and take the same
Undertaking, subject to the Liabilities aforesaid, and to the Provisions
of the said Act.

In witness, &c.

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