



CHAPTER xl.

An Act to confer further powers upon the Mansfield Railway Company with reference to the construction of works and the acquisition of lands and for other purposes. A.D. 1914.
[8th July 1914.]

WHEREAS by the Mansfield Railway Act 1910 (hereinafter referred to as "the Act of 1910") the Mansfield Railway Company (hereinafter called "the Company") were incorporated and authorised to make the railways and works in the county of Nottingham therein described and to raise two hundred and fifty thousand pounds partly by ordinary and partly by preference shares and to borrow on mortgage or raise by means of debenture stock eighty-three thousand three hundred and thirty-three pounds:

And whereas the Company have since the passing of the Act of 1910 created and issued the said capital of two hundred and fifty thousand pounds by the creation and issue of twelve thousand five hundred preference shares of ten pounds each and twelve thousand five hundred ordinary shares of ten pounds each and have created the sum of seventy-eight thousand pounds debenture stock and have constructed and opened for traffic a portion of their authorised railways:

And whereas it is expedient and would be of public and local advantage that the Company should be empowered to construct the extension railways described in this Act and to raise additional capital and borrow further money for the purpose in manner hereinafter mentioned:

And whereas it is expedient that the Company should have power as hereinafter provided to abandon a portion of Railway No. 1 authorised by the Act of 1910 rendered unnecessary by

A.D. 1914 — the extension railway by this Act authorised and release a portion of the deposit fund applicable to the said portion of Railway No. 1 abandoned as aforesaid :

And whereas it is expedient that the period limited by the Act of 1910 for the construction and completion of the railways by that Act authorised should be extended as by this Act provided and that the purchase by the Company of certain lands for the purposes of and in connection with the authorised railways should be confirmed and sanctioned :

And whereas it is expedient that the Company should be empowered to pay interest out of capital during the construction of the extension railways by this Act authorised :

And whereas it is expedient that the powers of the Company under the Act of 1910 to enter into agreements with the Great Central Railway Company with reference to the authorised railways be extended to the extension railways as provided by this Act :

And whereas it is expedient that the other powers contained in this Act should be conferred upon the Company :

And whereas plans and sections showing the lines and levels of the extension railways authorised by this Act such plans also showing the additional lands to be acquired under the powers of this Act and also books of reference 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 hereinafter 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 1914.

2. The provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (viz.) :—

A.D. 1914.
Incorporation of Acts.

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

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

The forfeiture of shares for non-payment of calls ;

The remedies of creditors of the Company against the shareholders ;

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

The consolidation of the shares into stock ;

The general meetings of the Company and the exercise of the right of voting by the shareholders ;

The making of dividends ;

The giving of notices ; and

The provision to be made for affording access to the special Act by all parties interested ;

and Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts the Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and Part I. (relating to the construction of a railway) and Part II. (relating to extension of time) of the Railways Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

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 And—

Interpretation.

The expression "the Company" means the Mansfield Railway Company ;

The expression "the Act of 1910" means the Mansfield Railway Act 1910 ;

A.D. 1914.

The expression "the authorised railway" means the railways authorised by the Act of 1910;

The expression "the railway" or "the railways" means the railways and the works connected therewith by this Act authorised.

Power to
make rail-
ways and
works.

4. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways and works in the county of Nottingham hereinafter described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated upon the deposited plans and described in the deposited books of reference as may be required for those purposes The railways hereinbefore referred to and authorised by this Act are—

- (1) A Railway No. 1 (Kirkby Junction Railway) 1 furlong 3·30 chains in length wholly situate in the parish and urban district of Kirkby-in-Ashfield in the county of Nottingham commencing by a junction with Railway No. 1 (now in course of construction) described in and authorised by the Act of 1910 at a point measured in a south-easterly direction along the centre line of the said railway as set out for construction 6 chains or thereabouts from the centre of the Midland Railway (Pye Bridge and Pinxton Line) and terminating by a junction with the Great Central Railway (main line to London) at a point opposite the eastern end of the Kirkby South Junction signal box :
- (2) A Railway No. 2 (Clipstone Colliery Branch) 3 furlongs 9·60 chains in length wholly situate in the township of Clipstone in the parish of Edwinstowe in the rural district of Southwell in the county of Nottingham commencing by a junction with Railway No. 3 described in and authorised by the Act of 1910 at a point 43 chains or thereabouts measured along the centre of the said railway in a north-easterly direction from the centre of the bridge carrying the occupation road leading from Long Stoop to Newlands Farm over the said railway and terminating at a point in the field or enclosure numbered 374 on the

Ordnance map of the said parish (scale $\frac{1}{2500}$ second edition 1898) 6 chains or thereabouts measured in a southerly direction from the northern corner of the said field or enclosure and 2·60 chains or thereabouts measured in a north-westerly direction from the south-east corner of the said field or enclosure: A.D. 1914.

(3) A Railway No. 3 (Clipstone Colliery Branch) 2 furlongs 0·70 chain in length wholly situate in the township of Clipstone in the parish of Edwinstowe in the rural district of Southwell in the county of Nottingham commencing by a junction with Railway No. 2 hereinbefore described in a field or enclosure numbered 395 on the Ordnance map of the said parish (scale $\frac{1}{2500}$ second edition 1898) at a point 6 chains or thereabouts measured in a south-westerly direction from the north-eastern corner of the said field 11·50 chains or thereabouts measured in an easterly direction from the western corner of the said field and terminating in the field or enclosure numbered 390 on the said Ordnance map at a point 16 chains or thereabouts in an easterly direction from the western corner of the said field and 10 chains or thereabouts measured in a northerly direction from the southern corner of the said field or enclosure:

(4) A Railway No. 4 (Rufford Colliery Branch) 2 miles 1 furlong and 1·75 chains in length commencing in the parish of Rufford in the rural district of Southwell in the county of Nottingham in the field or enclosure numbered 141 on the Ordnance map of the said parish (scale $\frac{1}{2500}$ second edition 1899) at a point 24 chains or thereabouts measured in a due westerly direction from the eastern corner of the said field or enclosure and 31·50 chains or thereabouts measured in a due northerly direction from the western corner of the field or enclosure numbered 156 on the said Ordnance map passing through the parish and urban district of Mansfield-Woodhouse and terminating in the township of Clipstone in the parish of Edwinstowe in the rural district of Southwell in the county of Nottingham by a junction with Railway No. 3 described in and authorised by the Act of 1910 at a point 42 chains or thereabouts measured along the centre of the said

A.D. 1914.

railway in a north-easterly direction from the centre of the bridge carrying the occupation road (leading from Long Stoop to Newlands Farm) over the said railway :

- (5) A Railway No. 5 (Western Curve) 1 furlong 7·50 chains in length situate wholly in the township of Clipstone in the parish of Edwinstowe in the rural district of Southwell in the county of Nottingham commencing by a junction with Railway No. 3 described in and authorised by the Act of 1910 at a point 8 chains or thereabouts measured in a northerly direction from the centre of the bridge carrying the said authorised railway over the public road leading from Clipstone to Edwinstowe and terminating by a junction with the Great Central Railway (Chesterfield to Lincoln line) at a point 1 chain or thereabouts measured in a westerly direction from the centre of the bridge carrying the last-mentioned railway over the River Maun.

Power to deviate.

5. In making the railways 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 or to such further extent as the Company may find necessary or convenient and as may be sanctioned by the Board of Trade.

Power to cross certain road on the level.

6. Subject to the provisions in the Railways Clauses Consolidation Act 1845 and Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of the railway carry the same with a single line only whilst the railway shall consist of a single line and afterwards with a double line only across and on the level of the road next hereinafter mentioned (that is to say) :—

No. on deposited Plan.	Parish.	Description of Road.
RAILWAY No. 4.		
4	Rufford	Public (Mansfield to Bilsthorpe).

7. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over the railway by a bridge or bridges unless the levels of such road or public highway shall be permanently altered so as to increase the gradient of any part thereof.

A.D. 1914.
Company not liable to repair surface of road gradient of which is not increased.

8. The railways by this Act authorised and the works connected therewith shall for the purposes of tolls rates and charges and all other purposes be deemed to be part of the undertaking of the Company and of the railways authorised by the Act of 1910.

Railways to form part of undertaking of Company.

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

Period for completion of railways.

10. Whereas pursuant to the standing orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of one thousand seven hundred and twenty-six pounds six shillings being five per cent. upon the amount of the estimate in respect of the railway has been deposited with the Paymaster-General for and on behalf of the Supreme Court in respect of the application to Parliament for this Act which sum is referred to in this Act as "the deposit fund" Be it enacted that notwithstanding anything contained in the said Act the said deposit fund 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

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

A.D. 1914. — 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.

11. 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 railway 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 hereinbefore 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.

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

A.D. 1914.

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

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are hereinafter included in the term "the owner" and the said properties are hereinafter referred to as "the scheduled properties":
- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:
- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:

A.D. 1914.

- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal:
- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the determination of any matters under this section shall be borne and paid by the owner:
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice:
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

A.D. 1914.

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

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

13. The quantity of land to be taken by the Company by agreement under this Act for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed ten 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 caused or permitted by them upon any land so taken.

Lands for extraordinary purposes.

14. 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.

Persons under disability may grant easements &c.

15. 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.

Period for compulsory purchase of lands.

16. 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.

As to private rights of way.

17. And whereas lands have from time to time been purchased or acquired by the Company adjoining or near to

Power to lease lands &c.

A.D. 1914. the railway or stations belonging to the Company but such lands are not immediately and may not hereafter be required for the purposes of the undertaking of the Company and it is expedient that further powers should be conferred upon the Company with respect to such lands. Therefore notwithstanding anything contained in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company with which that Act is incorporated the Company shall not be required to sell or dispose of any such lands but may retain hold or use or may lease or otherwise dispose of the same.

Additional
lands for
general
purposes.

18. Subject to the provisions of this Act and in addition to any other lands which the Company are authorised to acquire the Company may purchase enter upon take use hold and appropriate for the general purposes of their undertaking and in connection with the railway authorised by the Act of 1910 the additional lands in the county of Nottingham shown upon the deposited plans and described in the deposited books of reference relating thereto (that is to say):—

- (1) All that piece or parcel of land in the parish and urban district of Kirkby-in-Ashfield in the county of Nottingham situate on the south-east side of the Company's railway and being a portion of fields numbered 2 and 3 shown on the deposited plans for the said Act of 1910:
- (2) All those pieces or parcels of land in the parish and borough of Mansfield in the county of Nottingham adjoining the Company's railway (now in course of construction) at Mansfield such land being three roods and two perches or thereabouts in extent and bounded on the north-east and north-west by the Company's property and on the south by Baum's Lane:
- (3) All that piece or parcel of land situate at Littleworth in the borough of Mansfield and being the hereditaments numbered 7 and 8 shown on the deposited plans for the said Act of 1910.

Confirmation
of certain
lands ac-
quired by
Company.

19. Subject to the provisions of this Act the Company may hold and use for the general purposes of their undertaking the following lands purchased by the Company. The lands hereinbefore referred to are as follows:—

- (A) A piece or parcel of land in the parish and urban district of Sutton-in-Ashfield in the county of

Nottingham adjoining the Company's railway (now in course of construction) at Sutton-in-Ashfield such land being one perch or thereabouts in extent and bounded on or towards the north by the Company's property and on or towards the south by property belonging to Barringer Wallis and Manners Limited: A.D. 1914.

- (B) A piece or parcel of land in the parish and borough of Mansfield aforesaid adjoining the Company's railway (now in course of construction) at Mansfield such land being one rood four and a half perches or thereabouts in extent and bounded on the north-east by Littleworth aforesaid on the south-east and south-west by the Company's property and on the north-west by Meadow Row:
- (C) All those pieces or parcels of land in the parish and borough of Mansfield aforesaid adjoining the Company's railway (now in course of construction) at Mansfield such land being one acre one perch or thereabouts in extent situate and being in Berryhill Road Mansfield:
- (D) A piece or parcel of land in the parish and borough of Mansfield aforesaid adjoining the Company's railway (now in course of construction) at Mansfield such land being thirty-four perches or thereabouts in extent situate and being in Baum's Lane Mansfield:
- (E) A piece or parcel of land in the parish and borough of Mansfield aforesaid adjoining the Company's railway (now in course of construction) situate and being in Baum's Lane and containing in area one acre one rood twenty-seven perches or thereabouts:
- (F) A piece or parcel of land in the parish and urban district of Mansfield-Woodhouse in the county of Nottingham forming part of the Company's railway (now in course of construction) at Mansfield-Woodhouse such land being one acre and thirty-seven perches or thereabouts in extent and bounded on the north by the Company's property and on all other sides by property belonging to the Duke of Portland.

20. 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

For protection of Southwell Rural District Council.

A.D. 1914. — 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 gradient of the road (Mansfield to Bilsthorpe) shown on the cross section of the deposited plans of Railway No. 4 and marked “1 in 20” may be made of any inclination not less than “1 in 30”:
- (2) The Company shall carry Railway No. 4 over the road (Mansfield to Eakring) numbered 6 on the deposited plans in the parish of Rufford by means of a girder bridge:
- (3) If any difference shall at any time arise between the Company and the council as to the true intent and meaning of this section the same shall be referred to and determined by an engineer 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 protection of Great Central Railway Company.

21. The following provisions for the protection of the Great Central Railway Company (hereinafter 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 Railways Nos. 1 and 5 so far as the same are according to this Act to be constructed on Great Central property:
- (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: A.D. 1914.

- (4) All works or any part thereof 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 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

A.D. 1914.

contractors with reference thereto or otherwise and shall also bear and on demand pay the costs of their engineer in connection 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 hereinafter 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 hereinafter 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 5 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 :

(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.

A.D. 1914.
—
For protec-
tion of Great
Northern
Railway
Company.

22. The following provisions for the protection of the Great Northern Railway Company (hereinafter in this section called "the Great Northern Company") shall unless otherwise agreed in writing between the Great Northern Company and the Company apply and have effect:—

- (1) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not take any lands belonging to the Great Northern Company :
- (2) In consideration of the sum of four hundred pounds to be paid to the Great Northern Company by the Great Central Railway Company (hereinafter referred to as "the Great Central Company") the Great Northern Company shall at the request and with the consent of the Company which consent is hereby given forthwith sell to the Great Central Company who shall purchase (with a view to the Great Central Company granting to the Company certain rights and easements over the same or part thereof) all their estate and interest in all those pieces of land containing together by admeasurement two roods and twenty-five perches or thereabouts delineated and coloured red on a plan signed by Robert Elliott Cooper on behalf of the Company and Alfred James Brickwell on behalf of the Great Northern Company except and reserving to the persons entitled thereto all mines and minerals in and under the said pieces of land The costs charges and expenses of the Great Northern Company of and incidental to the said sale and purchase shall be paid by the Great Central Company to the Great Northern Company :
- (3) The conveyance of the said pieces of land shall contain a release by the Great Northern Company (so far as they can legally grant the same) to the Great Central Company from the future maintenance of the bridge the position whereof is shown on the said signed plan and marked thereon "overbridge to be removed" :
- (4) The said conveyance shall also contain a grant from the Great Central Company to the Great Northern Company of full and free right and liberty at all

times by day and night with or without horses cattle or other animals carts carriages and other vehicles to pass and repass under any works which may be constructed along upon or over the strip of land eleven feet three inches in width shown and coloured hatched blue on the said signed plan by means of an underbridge to be constructed thereover by the Company with a headway throughout not less than the headway of the existing underbridge under the Great Central Company's railway between the points marked "A" and "B" upon the said signed plan.

A.D. 1914.
—

23. For the purposes of the application of the Railways Clauses Consolidation Act 1845 to and in respect of the lands acquired by the Company for Railway No. 1 by this Act authorised the prescribed distance referred to in section 78 of the said Act of 1845 shall be forty yards together with a further distance equal to one half the depth of the mines or minerals below the surface levels of such lands.

For protec-
tion of
Butterley
Company
Limited.

24. The Company may apply towards the construction of the railway and works or other the purposes of this Act any moneys which they are already authorised to raise by the Act of 1910 and which may not be required by them for the purposes for which the same were authorised to be raised and may subject to the provisions of Part II. of the Companies Clauses Act 1863 and in addition to the said moneys raise for the purposes of this Act and for other purposes of and connected with their undertaking additional capital not exceeding in the whole one hundred and fifty thousand pounds by the issue at their option of new ordinary shares to the amount of seventy-five thousand pounds and new preference shares to the amount of seventy-five thousand pounds or wholly or partially by one of those modes and which shares shall form part of the capital of the Company Provided that the amount of capital issued as preference shares under the provisions of this section shall not exceed one half of the total amount of the additional capital by this Act authorised.

Company
may apply
their funds
towards pur-
poses of Act
and may
raise addi-
tional
capital.

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

Shares not
to vest until
one-fifth
part paid up.

A.D. 1914.

Power to
issue shares
as stock.

26. 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.

New shares
or stock to
be subject
to same
incidents as
other shares
or stock.

27. Except as by this Act otherwise provided, the capital in new shares or stock created by the Company under this Act and the new shares or stock therein and the holders thereof respectively shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company of the same class or description and the new shares or stock were shares or stock in that capital.

Dividends
on new
shares or
stock.

28. Except as otherwise determined by the Company in general meeting the holders of the new shares or stock shall in respect of the same be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called up and paid on such new shares or to the whole amount of such stock as the case may be.

Power to
borrow.

29. The Company may from time to time in respect of the additional capital of one hundred and fifty thousand pounds which they are by this Act authorised to raise borrow on mortgage of their undertaking any sum not exceeding in the whole one-third part of the additional share capital of the Company at the time being actually issued and accepted but no part thereof 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 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 shares were issued bonâ fide and are held by the persons to whom the same were issued or their executors administrators successors or assigns and that such persons or 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 certificate shall be sufficient evidence thereof. A.D. 19 4.

30. Section 14 of the Act of 1910 with respect to the appointment of a receiver by mortgagees of the Company is hereby repealed but without prejudice to any appointment made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under that section. 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 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. Appoint-
ment of
receiver.

31. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 and of section 15 of the Act of 1910 and such debenture stock shall rank pari passu with the debenture stock of the Company authorised or created and issued under the authority of the Act of 1910. Debenture
stock.

32. All moneys raised under this Act whether by shares stock debenture stock or borrowing shall be applied for the general purposes of the Company to which capital is properly applicable and not otherwise. Application
of moneys.

33. If any money is payable to a shareholder 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. Receipt in
case of
persons not
sui juris.

34. Notwithstanding anything in this Act or in 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 Power to
pay interest
out of capi-
tal during
construction.

A.D. 1914. determine but subject always to the conditions hereinafter stated (that is to say):—

- (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 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 ten 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 have 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 hereinbefore and in section 57 of the Act of 1910 set forth no interest 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.

35. The powers granted to the Company by the Act of 1910 for the construction and completion of the railways by that Act authorised are hereby extended and may be exercised for a period of five years from the twenty-sixth day of July one thousand nine hundred and fifteen and the Act of 1910 shall be read and construed as if the extended period granted by this Act for the construction and completion of the said railways had been the period limited by the Act of 1910 for the construction and completion thereof.

A.D. 1914.
Extension of time for completion of railways under Act of 1910.

36. The Company shall abandon the construction of so much of Railway No. 1 described in and authorised by the Act of 1910 as extends for a distance of five and a half chains or thereabouts from the point of the authorised commencement thereof as shown on the plans deposited for the Act of 1910 and which said portion of railway is wholly situate in the parish and urban district of Kirkby-in-Ashfield in the county of Nottingham and is rendered unnecessary by Railway No. 1 by this Act authorised.

Company to abandon portion of railway authorised by Act of 1910.

37. The abandonment by the Company under the authority of this Act of the portion of Railway No. 1 authorised by the Act of 1910 shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which may have been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the Act of 1910.

Compensation for damage to land by entry &c. for purposes of railway abandoned.

38. Where before the passing of this Act any contract may have been entered into or notice given by the Company for the purchasing of any lands for the purposes of or in relation to the portion of Railway No. 1 authorised by the Act of 1910 and authorised to be abandoned by this Act the Company shall be released from all liability to purchase or to complete the purchase of any such lands but notwithstanding full compensation

Compensation to be made in respect of portion of railway abandoned.

A.D. 1914. shall be made by the Company to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act 1845 as amended by any subsequent Act for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Release of deposit for portion of railway abandoned.

39. Subject to the provisions of section 32 of the Act of 1910 for payment of compensation to landowners and other persons injured and for the protection of creditors the High Court of Justice in England may and shall at any time after the passing of this Act on application by the depositors referred to in section 31 of the Act of 1910 order the sum of eighty-five pounds fifteen shillings being a portion of the deposit fund mentioned in the said section 31 applicable to the portion of Railway No. 1 authorised by the Act of 1910 and abandoned by this Act or the stocks and funds in or into which the same may have respectively been invested or converted and the interest or dividends thereon to be paid or transferred to the depositors or as they may appoint and upon such order being made the said sum of eighty-five pounds fifteen shillings or the stocks and funds in or into which the same may have been invested and the interest or dividends thereon respectively shall be paid or transferred to the depositors or as they may direct.

Incorporation of sections of Act of 1910 as to traffic agreements.

40. Section 41 (Power to enter into traffic arrangements) section 42 (Tolls on traffic conveyed partly on the railway and partly on any other railway) section 43 (Traffic facilities) and section 45 (Saving for Postmaster-General) of the Act of 1910 are incorporated with and form part of this Act and shall extend and apply to the railways and works by this Act authorised.

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

41. 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.

42. 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 now in force or which may hereafter pass during this or any future Session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels.

A.D. 1914.
Provision as
to general
Railway
Acts.

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

Costs of
Act. .

A.D. 1914.

The 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. 3.			
(CLIPSTONE COLLIERY BRANCH.)			
Clipstone (Edwinstowe)	-	-	7.
RAILWAY No. 4.			
(RUFFORD COLLIERY BRANCH.)			
Rufford	-	-	1 2 3.

Printed by EYRE and SPOTTISWOODE, LTD.,

FOR

FREDERICK ATTERBURY, Esq., C.B., the King's Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller, from
WYMAN AND SONS, LTD., 29, BREAMS BUILDINGS, FETTER LANE, E.C., and
28, ABINGDON STREET, S.W., and 54, ST. MARY STREET, CARDIFF; or
H.M. STATIONERY OFFICE (SCOTTISH BRANCH), 23, FORTH STREET, EDINBURGH; or
E. PONSONBY, LTD., 116, GRAFTON STREET, DUBLIN;
or from Agencies in the British Colonies and Dependencies,
the United States of America, the Continent of Europe and Abroad of
T. FISHER UNWIN, LONDON, W.C.