CHAPTER xliv.

An Act for empowering the London and North-western Railway Company to construct Railways in the counties of Warwick, Worcester, Stafford, Chester, and Lancaster; and for other purposes. [28th June 1877.] A.D. 1877.

WHEREAS it is expedient that the London and North-western Railway Company (in this Act called the Company) should be empowered to make the new railways and alterations of railways and works by this Act authorised, and to raise capital for those purposes, and for the purpose of providing additional station, siding, rolling stock, and other accommodation, and for the general purposes of the Company:

And whereas plans and sections showing the respective lines and levels of the new railways, alterations of railways, and works by this Act authorised, and also books of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands required for those purposes, were duly deposited with the clerks of the peace for the several counties within which those works will be constructed and those lands are situate, which plans, sections, and books of reference are in this Act 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 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, as follows; (that is to say,)

1. This Act may be cited for all purposes as the "London and North-western Railway (New Lines) Act, 1877." Short title.

A.D. 1877.

Certain provisions of general Acts herein named incorporated.

2. The following Acts and parts of Acts are (except where expressly varied by this Act) incorporated with and form part of this Act; (that is to say,)

The Lands Clauses Consolidation Acts, 1845, 1860, and 1869:

The Railways Clauses Consolidation Act, 1845, and Part I. (relating to construction of a railway) of the Railways Clauses Act, 1863:

The provisions of the Companies Clauses Consolidation Act, 1845, with respect to the following matters; (namely,)

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;

The conversion of the borrowed money into capital;

The consolidation of shares into stock;

The general meetings of the Company;

The making of dividends;

The giving of notices;

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

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.

Interpretation of terms.

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

The expression "the railway," or "the railways," means the new railways and alterations of railways by this Act authorised;

The expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall for the purposes of this Act be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt, and not a debt or demand created by statute.

Power to make railways according to deposited plans.

4. Subject to the provisions of this Act, the Company may make and maintain, in the lines shown on the deposited plans and according to the levels shown on the deposited sections, the railways herein-after described, with all proper stations, sidings, approaches,

works, and conveniences connected therewith respectively, and may enter upon, take, and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for that purpose.

The railways herein-before referred to and authorised by this Act are,—

(1.) The Aston and Stechford Junction (two miles six furlongs and six chains in length), commencing in the parish of Aston-juxta-Birmingham in the county of Warwick by a junction with the Grand Junction Railway of the Company, and terminating in the parish of Yardley in the county of Worcester by a junction with the London and Birmingham Railway of the Company:

(2.) The new railway at Griff (one mile five furlongs one chain and fifty links in length), commencing in the parish of Chilvers Coton in the county of Warwick by a junction with the Coventry and Nuneaton Railway of the Company, and terminating in the parish of Nuneaton in the same county at a point two hundred and sixty yards or thereabouts south of the Nuneaton Colliery at Blackatree Gate, and six hundred and forty yards or thereabouts south-east of the farmhouse known as Haunchwood House:

(3.) The Wolverhampton Junction (one mile two furlongs four chains and thirty links in length), commencing in the township and parish of Wolverhampton in the county of Stafford by a junction with the Wolverhampton and Walsall Railway of the Midland Railway Company, and terminating in the township of Wednesfield in the said parish of Wolverhampton by a junction with the Grand Junction Railway of the Company:

(4.) The Walsall Junction (one mile and fifty links in length), commencing in the township of the Foreign of Walsall, in the parish of Walsall in the county of Stafford, by a junction with the Grand Junction Railway of the Company, and terminating in the same township by a junction with the South Staffordshire Railway of the Company:

(5.) The new railway at Stockport (three furlongs nine chains and twenty links in length), commencing in the township of Cheadle-Bulkeley, in the parish of Cheadle in the county of Chester, by a junction with the Cheadle Branch Railway of the Company, and terminating in the township and parish of Stockport in the same county by a junction

A.D. 1877.

with the Crewe and Manchester Railway of the Company: Provided always, that so much of such railway as lies between the south side of Greek Street and the north end of the tunnel next herein-after mentioned shall be constructed in tunnel and not as open cutting, and that the Company shall construct the bridges carrying Booth Street and James Street, in Stockport, over such railway of not less width than the present width of those streets at the point where they are crossed by such railway:

And in connexion with the new railway at Stockport, the Company may convert into open cutting so much of the tunnel on their Crewe and Manchester Railway which is situate immediately to the southward of the Stockport Passenger Station as lies between the south end of such tunnel and the south side of Greek Street, except so much thereof as carries Booth Street and James Street over the last-mentioned railway; and they may take down and reconstruct by means of bridges or otherwise those portions of the said tunnel on the south side of Greek Street which pass under the said streets:

(6.) The Ashton Branch Junction Deviation (five furlongs and eighty links in length), commencing in the township and parish of Ashton-under-Lyne in the county of Lancaster by a junction with the Ashton Branch Junction Railway of the Company authorised by the London and North-western Railway (New Lines and Additional Powers) Act, 1876, and terminating in the same township and parish by a junction with the Lancashire and Yorkshire Railway Company's Ashton Branch Railway.

Tolls.

5. With respect to tolls and charges, and for all other purposes whatever, the new railways shall be part of the Company's undertaking: Provided always, that the Company shall not demand any higher tolls, rates, and charges than the tolls, rates, and charges authorised by the Act (local and personal) ninth and tenth Victoria, chapter two hundred and four, entitled "An Act to consolidate the "London and Birmingham, Grand Junction, and Manchester and "Birmingham Railway Companies."

9 & 10 Vict. c. cciv.

For protection of Midland Railway Company.

6. In constructing the Aston and Stechford Junction Railway by this Act authorised, the Company shall be subject to the following restrictions; viz.,

1. The Company shall not purchase or take the lands numbered on the deposited plans 131, 132, 133, and 137, in the

parish of Aston-juxta-Birmingham, belonging or reputed to belong to the Midland Railway Company, or any part thereof, but may purchase and take and the Midland Railway Company shall grant an easement or right of constructing, maintaining, and using the said proposed junction railway in accordance with this enactment:

2. The proposed junction railway shall be carried over the Birmingham and Derby Line of the Midland Railway Company by a bridge with a span of forty-eight feet at the least, and over or across the lands of the same Company numbered on the said deposited plans 132 and 133, in the said parish of Aston-juxta-Birmingham, by a viaduct with five arches of not less span than twenty-six feet each, so as to lessen the interference with the convenient use by the Midland Railway Company for the purposes of their undertaking of the surface of the said lands:

3. The bridge to carry the proposed junction railway over the occupation road numbered on the said deposited plans 137, in the said parish of Aston-juxta-Birmingham, shall be constructed with a span of not less than twenty-five feet, and the Company shall be at liberty to lower the level of such road so as to afford a headway of not less than twelve feet; provided always, that in so doing they shall not make the road in any part of a steeper inclination than one foot in twelve feet on the south side of the said junction railway, and one foot in fifteen feet on the north side of the said railway:

4. All works by this Act authorised (including for the purpose of this enactment the proposed Wolverhampton Junction) affecting lands or works belonging to the Midland Railway Company shall be executed according to designs to be first submitted to and reasonably approved in writing by the engineer of the Midland Railway Company for the time being, or in case he shall object to such designs, or for one calendar month omit to approve the same, then according to designs to be submitted to and approved in writing by an engineer to be named for that purpose, on the application of either Company, by the President for the time being of the Institute of Civil Engineers:

5. Any expense which the Midland Railway Company may incur by reason or in consequence of the exercise of the powers of this Act for watching, lighting, or signalling their railway or railways shall be borne by the Company, and

A.D. 1877.

the amount thereof paid to the Midland Railway Company on demand:

6. Except as hereby specially provided, nothing herein contained shall alter, abridge, affect, or interfere with the powers, rights, and privileges of the Midland Railway Company as owners of lands under the Lands Clauses Consolidation Act, 1845, or the Railways Clauses Consolidation Act, 1845, or any statutory modification thereof respectively.

For protection of Birmingham and Warwick Junction Canal.

7. And whereas the Aston and Stechford Junction Railway is intended to be carried over the Birmingham and Warwick Junction Canal, in the parish of Aston-juxta-Birmingham, by means of a bridge or archway: Be it therefore enacted as follows; (that is to say,)

1. Nothing in this Act contained shall extend to prejudice, diminish, alter, take away, or affect any of the rights, privileges, powers, or authorities of or vested in the Company of Proprietors of the Birmingham and Warwick Junction Canal (herein-after called "the company of proprietors"), or authorise or empower the Company or any person in execution of or under colour of this Act, without the consent in writing of the company of proprietors under their common seal first obtained, except nevertheless for constructing and maintaining the said bridge or archway, or any future bridges in lieu thereof, in the manner prescribed by sub-section 2 of this enactment, to alter the line or level of the said canal, or the towing-path thereof, or any part thereof respectively, or by means of such bridge or archway when erected, or the repairs thereof, or in the erection of any future bridge or archway in lieu thereof, or of any or either of them, or by any other means, to obstruct the navigation of the said canal or any part thereof, or to injure any of the works thereof, or to divert any of the waters therein, or any brooks, streams, feeders, or watercourses which now or heretofore have been taken for the use of, or which now supply the said canal with water, or to injure the works thereof. And it shall not be lawful for the Company, without the like consent, to make any deviation from the course or direction of the said railway as delineated on the deposited plans, by which the said canal or any of the locks, side-ponds, towing-paths, bridges, banks, or feeders, or any other works of or belonging to the company of proprietors, or any part thereof, shall be taken, used,

damaged, or interfered with, without the consent of the company of proprietors under their common seal first had and obtained:

2. In carrying the said railway over the said canal the Company shall at their own expense make and erect a good and substantial bridge or archway to carry the said railway over the said canal and the towing-path thereof, with proper walls effectually to support the embankments of the said railway, and the span of such bridge or archway between the abutments thereof shall not be less than thirty-six feet in the clear over the said canal and the towing-path thereof, and the height of such archway shall not be less than ten feet from the top-water level of the said canal, nor less than six feet from the surface of the towing-path in any part thereof, and such bridge shall be constructed to the reasonable satisfaction of the engineer of the company of proprietors, and the Company shall at all times and for ever after the said bridge or archway shall be erected maintain and keep the same, and all future bridges and archways to be erected in lieu thereof (and which shall be in the like direction and of the like form, width, and height as are herein-before mentioned), in good and complete repair:

3. During the erection of the said bridge or archway, and at all future times during the repairs thereof, no obstruction shall be occasioned to the boats or barges passing along the said canal, or the towing horses or men drawing the same; but at all times during such erection and repairs a waterway of not less than sixteen feet, and a towing-path of not less than eight feet in width, and a clear height of not less than nine feet from the top-water level of the said canal, shall be left for the navigation thereof:

4. If by reason of the execution of any of the works by this Act authorised, or by reason of the bad state of repair of any such works, or of the said bridge or archway, or of any of the slopes, banks, or walls of the said railway near the said canal, or if by any act or omission of the Company or of any of their agents, servants, or workmen, it shall happen that the said canal, or the towing-path thereof, or the works connected therewith, shall be so obstructed as that boats, barges, or other vessels navigating or using the same cannot freely pass or shall be impeded in their passage along the same, the Company shall pay to the company of proprietors as or by way of ascertained damages the sum of five pounds for every hour during which any such obstruction shall be continued,

A.D. 1877.

and in default of payment of any such sum or sums on demand made of the secretary of the Company, the company of proprietors may sue for and recover the same with full costs of suit against the Company by action in any court of competent jurisdiction (including any county court or other court having cognizance of any cause of action of like amount): Provided always, that nothing herein contained shall extend to prevent the company of proprietors from recovering against the Company any special, further, or other damages that may be sustained by them on account of the acts or defaults of the Company:

5. In case it shall happen at any time during or after the making of the said railway, or the construction of such bridge or archway, or in the use thereof respectively, that any injury shall be done or occasioned thereby to the said canal, or to any of the locks, side-ponds, towing-paths, bridges, banks, feeders, weirs, or any of the works of or belonging thereto, or in case such bridge or archway shall not be kept in good and substantial repair and so as to preserve the prescribed span and headway, it shall be lawful for the company of proprietors, after reasonable notice first given and default made by the Company, to do the needful repairs, and all costs, charges, and expenses to be incurred or occasioned in or about such repairs, together with all damages whatsoever which shall be sustained by the company of proprietors by reason of any injury as aforesaid, or by reason of any loss of water out of or from the said canal in consequence of the making of the said railway or the constructing of the said bridge or archway, or any or either of them, shall be paid and defrayed by the Company to the company of proprietors, and in default thereof on demand made of the secretary of the Company, the company of proprietors may sue for and recover the same together with full costs of suit against the Company by action in any court of competent jurisdiction as aforesaid:

6. Nothing in this Act contained shall extend or be deemed or construed to extend to authorise or enable the Company, or any person or company in execution of or under colour of this Act, except so far as may be necessary in the construction and maintenance of the works by this Act authorised, to enter upon, take, and prejudice, or interfere (either permanently or temporarily) with any of the buildings, land, or ground belonging to the company of proprietors, without their consent under their common seal first obtained.

A.D. 1877.

For protection of the Corporation of Birmingham.

8. In the execution of the works and exercise of the powers in the borough of Birmingham by this Act authorised, the following provisions for the protection of the mayor, aldermen, and burgesses of the borough of Birmingham (in this section called the corporation) shall have effect; that is to say,

1. The word "street" when used in this section shall include any street, road, highway, lane, bridge, passage, or place, and the footways thereof respectively:
2. The provisions of the Railways Clauses Consolidation Act, 1845, contained in the sections 18 to 23 inclusive shall, subject to the provisions of this Act, extend and apply to the water and gas mains, pipes, and apparatus of the corporation, and whenever in those sections the words "company" or "society" are used, the same shall for all the purposes of this Act be held to extend to and include the corporation:
3. The Company shall not break up any street or interfere with any sewer, drain, or watercourse, or any gas or water main, pipe, or apparatus of the corporation until they shall have given to the town clerk three clear days notice in writing of their intention to commence the intended works, and a similar notice to the borough surveyor, accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the streets, sewers, drains, watercourses, gas and water mains, pipes, and apparatus proposed to be interfered with:
4. Where the surface of any street has been interfered with or disturbed by the Company in constructing the works or performing the operations by this Act authorised, the Company shall well and sufficiently and to the satisfaction of the corporation restore the surface so interfered with or disturbed, and shall keep the same in efficient repair for one year from such restoration:
5. Whenever it may be necessary to interrupt or interfere with any existing sewer or drain, the Company shall, before interrupting or interfering with such existing sewer or drain, construct, according to a plan to be reasonably approved of by the corporation, another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be interrupted or interfered with, and such sewer or drain or substituted sewer or drain shall be connected by and at the expense of the Company with any existing sewer or drain

A.D. 1877.

which may be interrupted or interfered with, and in such manner as shall be reasonably approved by the corporation:

6. Wherever the water or gas mains, pipes, or apparatus of the corporation shall be severed or interfered with in the execution of any of the powers of this Act, and wherever it is necessary for maintaining the supply of water or gas to lay additional mains or pipes, such additional mains or pipes shall, previous to the severance or interference, be laid by the corporation at the expense of the Company:

7. If by reason of the execution of any of the powers of this Act the corporation shall necessarily incur any cost in altering any existing sewer, drain, gas or water main, pipe, or apparatus, the Company shall repay to the corporation such additional cost:

8. If by reason of the execution of any of the powers of this Act any increased length of sewers, drains, gas or water mains or pipes, or any additional apparatus, shall become necessary, the same shall be forthwith constructed and laid by the Company upon such plan and in such manner as shall be approved of by the corporation:

9. The corporation may at their own cost from time to time lay any sewer or drain, gas or water main or pipe, at right angles under the railway when made, and for those purposes, or for the necessary repair or inspection of the same, may break up the soil or surface of the railway; but all works done by the corporation by virtue of the power hereby conferred shall be done under the superintendence and to the reasonable satisfaction, and according to such plans, in such manner, and at such times only as shall be reasonably approved by the engineer of the Company, and shall also be so done as not to interrupt the traffic passing on the railway:

10. The corporation will bear and on demand pay to the Company the expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching the railway with reference to and during the construction of any such sewer or drain, gas or water main or pipe as aforesaid, and for preventing as far as may be all interference, obstruction, danger, and accident which may arise from any of the operations of the corporation, or from acts or defaults of the contractors or of any person or persons in their employment or otherwise:

11. The corporation shall at all times maintain the sewers and drains so to be constructed by them in substantial repair and good order to the reasonable satisfaction in all respects of the engineer of the Company, and if and whenever the corporation fail so to do the Company may make and execute such repairs, and the corporation shall repay on demand to the Company all costs, charges, and expenses incurred by them in or about the execution of such repairs, and in default of payment such costs and expenses shall be recoverable by the Company from the corporation in any court of competent jurisdiction:

12. Every bridge or viaduct intended to carry any street over any railway or lands of the Company shall be constructed to the reasonable satisfaction of the corporation, and shall be between the parapets thereof of the full width of such street, including the areas of houses therein, and shall have proper provisions to the like satisfaction for carrying any sewers, drains, gas or water mains, pipes, and apparatus of the corporation so as to admit of easy access thereto for the purpose of alteration or repair, and the surface of the street carried over any such bridge or viaduct shall be maintained by the Company to the like satisfaction; and the bridges intended to carry the railway over the River Rea and its tributaries shall also be constructed according to plans to be reasonably approved by or on behalf of the corporation:

13. The Company shall construct and maintain on either side and for the full length of every bridge or viaduct carrying any street over the Aston and Stechford Railway a substantial parapet or close screen not less (except with the consent of the corporation) than eight feet in height above the level of the footway on such bridge or viaduct:

14. Notwithstanding anything in this Act contained, the Company shall not stop up Mount Street, but the Company may raise that street and carry it over the railway, and may lower the railway and carry it under that street, in the manner shown on the plan and section signed in duplicate by William Baker on behalf of the Company and William Spooner Till on behalf of the corporation:

15. With regard to the sewage farm and lands at Saltley in the occupation of the corporation and proposed to be crossed by the railway, the Company shall not interfere with any conduits, sewers, drains, or watercourses in or upon such

A.D. 1877.

lands until good and sufficient conduits, sewers, drains, watercourses, and other works necessary or proper for the efficient draining of the land and utilisation and dealing with the sewage of the borough have been first made and laid in lieu of those disturbed or interfered with, and to the reasonable satisfaction of the surveyor of the borough; and the Company shall make and maintain to the like satisfaction a bridge over each of the two private roads leading from Church Road to the said sewage farm:

16. The corporation and the Company may enter into agreements for any variation in the works to be done under this section, or in the mode of executing the same:

17. Whenever the Company become possessed of any property assessed or liable to be assessed to any rate leviable within the borough, then, and until the works to be constructed under this Act be so far completed as to be assessable to such rate, the Company shall make good the deficiency in the assessments for such rate by reason of such property being taken or used by them for the purposes of this Act, and the deficiency shall be computed according to the rental at which such property shall be rated at the passing of this Act:

18. Any difference which may arise between the corporation and the Company as to the true intent and meaning of any of the provisions of this Act relating to works to be executed and powers to be exercised in the borough of Birmingham, or as to the mode of giving effect thereto, shall be determined in the manner prescribed in the Railways Clauses Consolidation Act, 1845, with respect to the settlement of disputes by arbitration.

Company to construct bridge over Birmingham Canal in manner prescribed by engineer of canal company.

9. And whereas the Wolverhampton Junction Railway is intended to be carried by means of a bridge over a canal of the Company of Proprietors of the Birmingham Canal Navigations (which Company is herein-after referred to as the Birmingham Canal Company) called the "Wednesfield Canal," at a point between Horsleyfields and Wednesfield, in the parish of Wolverhampton in the county of Stafford, as shown upon the deposited plans: Therefore the Company shall at their own expense construct in a proper manner, and to the reasonable satisfaction of the engineer for the time being of the Birmingham Canal Company, a good and substantial bridge over the said canal, and the towing-path, banks, and other works thereof, at the point where the said railway is intended to be carried over the same canal as shown upon the said

plans, and the clear opening or span of such bridge between the walls or abutments thereof shall be of such width on the square as shall be equal to and sufficient to clear and leave unobstructed at the point of crossing the whole navigable waterway of the canal, and a space of not less than eight feet wide on one side thereof for a towing-path, and such bridge shall have close fences not less than six feet high above the level of the rails, and the underside of the girders shall at the aforesaid point of crossing over the said canal be not less than eight feet six inches above the present surface of the towing-path of the said canal, and the underside of the middle of the arch shall not be less than nine feet above the top-water level of the said canal, and the extreme width of such bridge shall not exceed thirty feet.

Company to keep bridge, &c. in repair.

10. The Company shall at their own expense at all times for ever after the said bridge shall have been completed keep the same and every future bridge to be erected or made in lieu thereof (and which shall be at the same place, in the like direction, and of the like dimensions and capacity as are herein-before severally mentioned), together with all works belonging to or connected therewith, in good and complete repair to the reasonable satisfaction of the engineer for the time being of the Birmingham Canal Company, and in case of any want of repair to any such bridge or any work belonging thereto or connected therewith, and whether such want of repair shall arise from the sinking of any such bridge or any part thereof, or from any other cause whatsoever, and upon notice in writing thereof being given by the Birmingham Canal Company or their clerk to the Company, then the Company shall within the space of ten days after such notice commence the repairs, or, as the case may require, the raising or re-building or re-construction of the said bridge which shall be out of repair, or such part or parts thereof as it shall for the time being be requisite to repair, raise, or re-build or re-construct, and proceed therein with all reasonable expedition until such repairing, raising, or re-building or re-construction shall be wholly completed; and if the Company shall fail to commence the same within the said space of ten days, or proceed therein with all reasonable expedition as aforesaid, it shall be lawful for the Birmingham Canal Company to make all such repairs to any such bridge or works, and to raise or re-build or re-construct the same, or such part thereof respectively as shall be necessary, in such manner as they may think proper, and all the expenses thereof shall be repaid by the Company to the Birmingham Canal Company upon demand, and in default of such payment the Birmingham Canal Company may sue for and recover such expenses

A.D. 1877.

as aforesaid against the Company in any court of competent jurisdiction: Provided always, that during the progress of re-constructing any such bridge, and at all future times during any repairs, raising, re-building or re-construction thereof, the engineer for the time being of the Birmingham Canal Company, with the requisite assistants and workmen, shall have free access to such bridge and full permission to inspect the workmanship and materials thereof.

Company not to alter course or obstruct navigation of Birmingham Canal.

11. It shall not be lawful for the Company or any person in execution of this Act, without the consent in writing of the Birmingham Canal Company under their common seal first obtained (or except as is in this Act specially provided), to alter the course of the said canal, or to contract the width of the same or the towing-path thereof, or of any space reserved or intended as a towing-path, or to obstruct the course or supply of the water in or to the said canal, or (except as is in this Act expressly provided) in any manner to impede the navigation thereof or the access thereto or to any wharf or wharves adjoining, or to injure any of the banks or other works of or belonging to the said canal, and it shall not be lawful for the Company (except for the purpose of crossing the said canal) to take or interfere with the said canal or any of the lands of the Birmingham Canal Company, or to make any lateral deviation from the course or direction of the said Wolverhampton Junction Railway as delineated on the deposited plans, by which deviation any of the lands, wharves, warehouses, buildings, locks, side-ponds, towing-paths, bridges, reservoirs, feeders, or other works of any kind of the Birmingham Canal Company shall be taken, used, or damaged, without the like consent in writing of the Birmingham Canal Company.

In case of obstruction tonavigation, Company liable to damages for same.

12. If by or by reason or in execution of any of the works by this Act authorised, or by reason of the mode of construction or of the bad state of repair of any such bridge as aforesaid, or any of the slopes, banks, or works of the said railway near the said canal, or of any other works by this Act authorised to be constructed, or by any act or omission of the Company or any of their agents or servants, it shall happen that the said canal or the towing-path thereof, or any of the works connected therewith, shall be so injured or obstructed that boats or other vessels using the same with their usual and accustomed loads shall be obstructed, impeded, or delayed in their passage along the said canal, or shall not be able to pass freely along the same, then and in such case the Company shall pay to the Birmingham Canal Company, as or by way of ascertained damages, the sum of three hundred pounds for every twenty-four hours during which any such obstruction

or impediment shall continue, and so in proportion for any less period than twenty-four hours, and in default of payment of any such sum on demand made on the Company, the Birmingham Canal Company may sue for and recover the same together with full costs of suit against the Company in any court of competent jurisdiction.

Nothing to prevent other persons suing for damages.

13. Provided always, that nothing herein contained shall extend to prevent the Birmingham Canal Company, or any other company or person, from recovering against the Company any special, further, or other damages that may be sustained by the Birmingham Canal Company, or any other company or person, on account of any act or default of the Company in respect of which any sum or sums in the nature of liquidated damages is or are hereby imposed or made payable, beyond the amount thereof.

Springs, &c. of Birmingham Canal Company to be preserved.

14. Nothing herein contained shall authorise or empower the Company to take away, obstruct, or lessen any springs, brooks, streams, feeders, drains, waters, or watercourses which now are or heretofore have been taken for the use of the Birmingham Canal Navigations, or which the Birmingham Canal Company are by law empowered to take and make use of for the purposes of the said canals or any of them, or to prevent or interfere with any of such waters flowing into the said canals or any of them, or into any feeder or reservoir of the Birmingham Canal Company, or to take away or obstruct or in any manner impede the free use of any communication already made between the water of the said canals or any of them and any steam engine, or to take away or prejudice the right of any person to make such communication pursuant to the provisions of the Acts of Parliament relating to the Birmingham Canal Navigations or any of them.

Company not to obstruct formation of branches communicating with Birmingham Canals.

15. And whereas under and by virtue of the Acts relating to the canals belonging to the Birmingham Canal Company, or some of them, certain powers are reserved to the owners of mines, works, and lands adjoining the said canals or some of them, or for the Birmingham Canal Company at the request of such owners, to form cuts, canals, railways, tramways, or roads not exceeding a certain length therein specified, in order to communicate with the said canals: And whereas the said Wolverhampton Junction Railway may intervene between the said Wednesfield Canal and some of the mines, works, or lands of persons to whom such powers are reserved as aforesaid, and additional expense would be occasioned by the construction of bridges, viaducts, or aqueducts for the purposes of carrying such cuts, canals, railways, tramways,

A.D. 1877.

or roads over, under, or across the said railway: Therefore, in the event of any such person being desirous to make or procure to be made any such cuts, canals, railways, tramways, or roads as aforesaid to communicate with the said canals or any of them, the Company shall afford all requisite and proper facilities for the formation thereof where necessary, either over, under, across, or by the side of the said railway; and if any difference shall arise between the Company and any person so desirous to make or procure to be made any such cut, canal, railway, tramway, or road as aforesaid, or between the Company and the Birmingham Canal Company, either as to the mode of carrying the same over, under, across, or by the side of the said railway, or as to the place where the same should be so carried, or as to the facilities to be afforded by the Company for the purposes thereof, or as to the proportion of the costs, if any, of making and maintaining the same to be borne by the Company, or as to the use thereof at any time thereafter by the owners, lessees, or other persons in the occupation thereof, such difference shall be settled by arbitration under the Railways Clauses Consolidation Act, 1845.

Communication between canals and certain lands not to be obstructed.

16. And whereas the said Wolverhampton Junction Railway may also intervene between the said canal and lands on which steam engines may hereafter be erected, between which and the said canal communications for the passage or supply of water may require to be made: Therefore, if any such communications are hereafter so required to be made, the Company shall afford all requisite facilities for the purposes thereof by constructing, at the expense of the party applying for the same, or permitting to be constructed, through, under, or over the said railway such culverts, arches, pipes, tunnels, or other works as may be necessary; and in the event of any difference arising between the Company and the Birmingham Canal Company or any other person as to the nature and amount of the facilities so to be afforded by them, such difference shall in like manner be settled by arbitration under the Railways Clauses Consolidation Act, 1845.

Company not to interfere with rights, &c. of canal company.

17. 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 Birmingham Canal Company in and by all or any of the several Acts of Parliament now in force relating to the said canals, except as is expressly enacted by this Act.

For protection of South Staffordshire

18. For the protection of the South Staffordshire Waterworks Company, the following provisions and conditions in relation to the

works in the county of Stafford by this Act authorised shall be observed and performed by the Company; (that is to say,)

(1.) In constructing the junction between the Walsall Junction Railway by this Act authorised and the Company's South Staffordshire Railway in the township of the Foreign of Walsall, the Company shall make and for ever afterwards maintain a culvert or subway of sufficient length and dimensions round and over the pumping main pipe of the South Staffordshire Waterworks Company (herein-after called the Waterworks Company), which will have to be crossed at that junction, to protect the same from injury, and to enable the Waterworks Company and its officers and servants to have free access thereto at all times for the purpose of repair and replacement; and if the said culvert or subway shall not be constructed round and over the said main pipe, and when it shall be necessary to move the said main pipe for the purpose of laying it in such culvert or subway, the same shall be done by the Waterworks Company at the expense of the Company, and it shall not be lawful for the Company at any time to interfere with the said main pipe until after the Company shall have delivered to the Waterworks Company plans and drawings of so much of the works proposed to be executed at the said junction, in accordance with the provisions of this Act, as affects the before-mentioned main pipe, with specifications in writing describing the proposed manner of executing the same works, and shall have obtained from the principal engineer of the Waterworks Company a certificate under his hand approving of such plans, specifications, and proposed manner of executing the said works, and the same shall be executed accordingly under the superintendence and to the satisfaction of such principal engineer, and in no other manner without the consent in writing of the Waterworks Company under its common seal: Provided always, that the Company shall not be required to alter the levels of the Walsall Junction Railway as shown upon the deposited plans; and provided also, that such engineer shall within fourteen days next after the delivery of such plans and specifications signify his approval or disapproval thereof, and if disapproval the matter in question shall in such case be referred to and settled by arbitration in manner herein-after mentioned; provided also, that if such

A.D. 1877.

engineer shall not within twenty-one days next after the delivery of such plans and specifications signify his approval or disapproval thereof in writing as herein-before required, he shall be deemed to have approved thereof, and the Company may thereupon proceed with the works in the same way as if they had obtained the certificate or certificates of approval:

(2.) In constructing the Walsall Junction by this Act authorised under the public road leading from Walsall to Wednesbury, which is numbered on the deposited plans 23, in the parish of Walsall, the Company shall carry the main pipe in that road belonging to the Waterworks Company, and leading to that company's pumping station in the parish of Wednesbury, over the railway according to plans and in manner to be approved and agreed upon between the respective engineers of the Company and the said Waterworks Company, or failing agreement to be settled by arbitration in manner provided by the Railways Clauses Consolidation Act, 1845, but without altering the level of the rails as shown upon the deposited plans: Provided always, that nothing in this Act contained shall authorise the Company to interrupt or impede the flow of water along the said main pipe until a substituted main pipe shall have been provided.

For protection of Corporation of Walsall.

19. With respect to the works and matters in the borough of Walsall the following provisions shall have effect; (that is to say,)

(*a.*) The bridge for carrying the high road from Walsall to Wednesbury over the Walsall Junction Railway by this Act authorised shall be constructed to the reasonable satisfaction of the surveyor of the said borough, and so that the inside width between the parapets of the bridge shall be not less than fifty-four feet, and so that the present level of the road shall not be altered, and the parapet walls of the bridge shall not be of less height than six feet clear above the road:

(*b.*) The gas main and water main, and all fittings and accessories thereto, along the part of the said road to be carried over the said bridge, shall be relaid and restored by and at the expense of the Company as part of the said works:

(*c.*) The Company shall make at right angles to the railway and at all times maintain a footbridge, with proper approaches thereto, fenced and cindered, across the said railway at or near the point where the railway crosses the public foot-

path leading from the Pleck to Bescot in the said borough along the south-easterly boundary of the two fields numbered 24 and 25 on the plans deposited by the Company for the purposes of this Act, and relating to the parish of Walsall; and the said footbridge and the approaches thereto shall be constructed of an uniform width of not less than eight feet, and the gradients of the approaches thereto shall not be steeper than one in twelve.

Any dispute arising between the Company and the Corporation of Walsall under this section shall be settled by arbitration under the provisions of the Railways Clauses Consolidation Act, 1845.

For protection of Corporation of Stockport.

20. In order further to protect the streets and highways of the mayor, aldermen, and burgesses of the borough of Stockport (in this section called the corporation), the following provisions shall have effect; that is to say,

(1.) The Company shall, if necessary to enable them to make the new street herein-after mentioned, in the next session of Parliament apply for and use their best endeavours to obtain powers to make a new street not less than ten yards in width, parallel to and on the west side of the new railway at Stockport between Greek Street and James Street, in lieu of the street numbered on the deposited plans 30, in the parish of Stockport, and which will be taken for the purposes of such railway; and the Company shall, before stopping up the said street numbered 30, pave, flag, and otherwise complete to the reasonable satisfaction of the surveyor of the corporation such substituted street:

(2.) The Company shall, in addition to the screens referred to in section 63 of the Railways Clauses Act, 1863, construct and maintain the screens and fences on the south side of Greek Street, and on the easterly side of the intended new street to be made in lieu of the said street numbered 30, and to the bridges carrying Booth Street and James Street over the railway, of a height not less than eight feet:

(3.) The Company shall construct the bridge which will carry Booth Street over the said new railway and the site of the tunnel when converted, so far as they can, on their own lands in a straight line between the intersected parts of that street.

For protection of the Armoury at Stockport.

21. The Company shall take an easement only under so much of the lands numbered 47 as are within the limits of deviation on

A.D. 1877.

the deposited plans, in the parish of Stockport, and shall not open the surface thereof to a greater extent than four square yards at any one time, and shall restore such surface and all buildings interfered with on such lands when and so often as they shall exercise the right aforesaid.

For protection of trustees of Richard Sykes.

22. Except as is in this Act specially provided, nothing herein contained shall prejudice, diminish, alter, or take away any of the rights, privileges, or powers of the trustees under the will of the late Richard Sykes, of Edgeley in the county of Chester, bleacher, deceased, or any person or persons claiming under or through them, to all or any part of the branch railway or siding now used and occupied by the said trustees under an agreement dated the second day of July one thousand eight hundred and forty-four, and such trustees shall and may have and exercise over the said branch line and siding all and every such rights, powers, and privileges as before the passing of this Act they had or were entitled to.

For protection of Corporation of Manchester.

23. The following provisions for the benefit and protection of the mayor, aldermen, and citizens of the city of Manchester in the county of Lancaster (in this section called "the corporation") shall be binding upon the Company, and full effect shall be given thereto:

(1.) Whenever in execution of the powers of this Act it shall be necessary to alter or interfere with or disturb any of the gas, water, or other mains or pipes or apparatus belonging to or under the control of the corporation, such alteration, interference, or disturbance shall be carried out by and under the direction of the corporation, but at the expense in all respects of the Company:

(2.) The cost of constructing, providing, and laying any new mains, pipes, or other apparatus in substitution for those which may be rendered useless by such alteration, interference, or disturbance shall on demand be repaid to the corporation by the Company:

(3.) The cost of any mains, pipes, or other apparatus belonging to or under the control of the corporation rendered useless or unproductive to the corporation by the works authorised by this Act, shall on demand be repaid to the corporation by the Company:

(4.) All and singular sum and sums of money by this section provided to be paid by the Company to the corporation may be recovered by the corporation by action in any court of competent jurisdiction.

For protection of Post Office telegraphs.

24. If in the execution of the works by this Act authorised the Company desire to alter, remove, or otherwise interfere with any telegraph poles, wires, or telegraph apparatus belonging to Her Majesty's Postmaster General, and not situate upon the Company's railway or works connected therewith, the following provisions for the protection of Post Office telegraphs shall apply; (that is to say,)

Notice to be given before interfering with telegraphs.

(1.) Before the Company alter, remove, or interfere with any such telegraph poles, wires, or telegraph apparatus, the Company shall give to the Postmaster General one calendar month's previous notice in writing of such intended alteration, removal, or other interference, specifying all requisite and proper particulars relating thereto, and if the Postmaster General shall, before the expiration of one calendar month after the service upon him of the said notice from the Company, give the Company notice of his intention so to do, he may execute at the cost of the Company, and thereafter at his own expense maintain, the works specified in the Company's notice, and such other works, substituted wires, and conveniences as may be reasonably required for making good the telegraph poles, wires, or telegraph apparatus so required to be altered, removed, or interfered with, using all due despatch in the execution thereof, and not interfering with or obstructing the use of the railway. If at the expiration of one calendar month the Postmaster General shall not have commenced such works, then such alteration, removal, or interference may be carried out by the Company, but so as to cause no impediment or obstruction whatsoever to the due transmission of messages along such wires, or, at the option of the Postmaster General, along substituted wires to be provided by the Company at their own expense, to the satisfaction in all respects of the Postmaster General:

Compensation by Company to Postmaster General, and penalty.

(2.) Subject to the provisions of this section, the Company shall from time to time make full compensation to Her Majesty's Postmaster General for any expense, loss, or damage which he is put to or sustains by reason of any such alteration, removal, or other interference with any telegraph post, wire, apparatus, or work of the Postmaster General causing any interruption of or impediment to postal telegraphic communication; and the Company shall, in addition to making compensation as aforesaid, be liable to forfeit a sum not exceeding twenty pounds for

A.D. 1877.

every twenty-four hours during which that interruption or impediment continues. The amount of any such expense, loss, damage, or forfeiture shall be a debt due from the Company to the Crown, and be recoverable accordingly, with costs, or the same may be recovered with costs on behalf of the Postmaster General as a penalty is recoverable from the Company:

Saving for Telegraph Act and agreements.

(3.) Nothing in this Act relating to Her Majesty's Postmaster General shall take away, abridge, or prejudicially affect any right, power, estate, or interest of the Postmaster General or of the Company under or by virtue of the Telegraph Act, 1868, or any agreement between the Company and the Postmaster General.

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

25. And whereas in the construction of the railways and works by this Act authorised it may happen that portions only of the lands, buildings, or manufactories shown on the deposited plans will be sufficient for the purposes of the same, and that such portions may be severed from the remainder of the said properties without material detriment thereto:

Therefore, notwithstanding section 92 of the Lands Clauses Consolidation Act, 1845, the owners of and persons interested in the lands, buildings, or manufactories described in the schedule to this Act, and whereof parts only are required for the purposes of this Act, may, if such portions can, in the judgment of the jury, arbitrator, or other authority assessing or determining the compensation under that Act, be severed from the remainder of the said properties without material detriment thereto, be required to sell and convey to the Company the portions only of the premises so required, without the Company being obliged or compellable to purchase the whole or any greater portion thereof, the Company paying for the portions required by them, and making compensation for any damage sustained by the owners thereof or other parties interested therein by severance or otherwise.

Notice to be given of taking houses of labouring classes.

26. The Company shall, not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, handbills, or other general notice placed in public view upon or within a reasonable distance from such houses, and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that the Company have made known their intention to take the same in manner herein-before required.

Company to procure accommodation for persons of labouring classes to be displaced.

27. Before displacing any person belonging to the labouring classes who may for the time being be the occupier of any house or part of any house which the Company are by this Act authorised to acquire, the Company shall (unless the Company and such person otherwise agree) procure sufficient accommodation elsewhere for such person: Provided always, that if any question shall arise as to the sufficiency of such accommodation, the same shall be determined by a justice. And the Company may, for the purpose of providing such accommodation, appropriate any lands for the time being belonging to them or which they have power to acquire, and may purchase lands by agreement, and may on any such lands erect labouring-class dwellings, and may let or otherwise dispose of such lands.

Power to grant easements.

28. Persons empowered by the Lands Clauses Consolidation 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, required for the purposes of this Act, in, over, or affecting lands, and the provisions of the Lands Clauses Consolidation Acts with respect to lands and rent-charges, as far as the same are applicable in this behalf, shall extend and apply to such grants, easements, rights, and privileges as aforesaid respectively.

Powers for compulsory purchases limited.

29. The powers of the Company for the compulsory purchase of lands under the powers of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Period for completion of works limited.

30. If the respective 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 respective railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof respectively as is then completed.

Imposing penalty unless railways opened.

31. If the Company fail within the period limited by this Act to complete the Aston and Stechford Junction, or the new railway at Griff, or the Wolverhampton Junction, or the Walsall Junction, or the new railway at Stockport, or the Ashton Branch Junction Deviation, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the uncompleted railway or railways is or are completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the railway or railways in respect of which the penalty has been incurred.

A.D. 1877.

The said penalty may be applied for by any landowner or other person claiming to be compensated in respect of the railway or railways in reference to which the penalty has been incurred, in accordance with the provisions of the next following section of this Act, or by the Solicitor of Her Majesty's Treasury, and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act, 1854.

Every sum of money recovered by way of such penalty as aforesaid shall be paid, under the warrant or order of such court or judge as is specified in that section, to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster General, on behalf of the Chancery Division of the High Court of Justice, in the bank and to the credit named in such warrant or order, and shall not be paid thereout except as hereinafter provided.

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the uncompleted railway or railways by unforeseen accident or circumstances beyond their control; provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty.

32. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway in respect of which the penalty has been incurred, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers conferred upon the Company by this Act of taking property for the purposes of such railway, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice may seem fit.

If no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid to or for the account of Her Majesty's Exchequer, in such manner as the said Chancery Division thinks fit to order on the

application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the said Chancery Division, if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed, shall wholly or in part be paid to such receiver, or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Lands for extraordinary purposes.

33. The quantity of land to be taken by the Company for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act, 1845, shall not exceed five acres.

Abandonment of portion of Ashton Branch Junction Railway.

34. The Company may and shall abandon the construction of so much of their authorised Ashton Branch Junction Railway as will become unnecessary by reason of the construction of the Ashton Branch Junction Deviation.

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

35. The abandonment by the Company of the above-mentioned portion of their Ashton Branch Junction Railway shall not prejudice or affect the right of the owner or occupier of any land to receive compensation in accordance with the provisions in that behalf of the Lands Clauses Consolidation Act, 1845, 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 of the line of the authorised work, 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 in accordance with the provisions in that behalf of the Railways Clauses Consolidation Act, 1845, so far as the same may be applicable, 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 last-mentioned Act or in the London and North-western Railway (New Lines and Additional Powers) Act, 1876.

Compensation to be made in respect of portions of works abandoned.

36. Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to the above-mentioned portion of their Ashton Branch Junction Railway, and which shall not be required for the purposes of any of the works by this Act authorised, the Company shall be released from all liability to purchase or to complete the purchase of any such lands; but, notwithstanding, full compensation shall be made by the Company to the owners and occupiers, or other persons interested in such lands, for

A.D. 1877.

all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice.

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.

As to reciprocal running powers granted by Company's Act of 1876 to Company and Lancashire and Yorkshire Railway Company.

37. Section 78 of the London and North-western Railway (New Lines and Additional Powers) Act, 1876, ("Power to use portions of railway of Lancashire and Yorkshire Railway Company,") and section 79 of that Act, ("Power to Lancashire and Yorkshire Railway Company to use portions of railways of the Company,") shall respectively be read and construed as though the Ashton Branch Junction Deviation by this Act authorised had formed part of the Ashton Branch Junction Railway by that Act authorised instead of the portion of that railway by this Act authorised to be abandoned, and the running powers by those sections conferred upon the Company and the Lancashire and Yorkshire Railway Company respectively may and shall be exercised accordingly.

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

38. The Company from time to time may raise for the purposes of this Act and for the general purposes of their undertaking, by the creation and issue of shares or stock, such capital as they shall think necessary, not exceeding four hundred thousand pounds, exclusive of the capital which they are or may be authorised to raise by any other Act or Acts of Parliament; and the Company may create and issue such shares or stock either wholly or partially as ordinary, or wholly or partially as preferential shares or stock, as they may think fit.

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

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

Except as otherwise provided, new capital to be subject to same incidents as ordinary capital.

40. The capital created by the Company under this Act, and the shares or stock therein, and the holders thereof respectively (except any capital and shares or stock therein to which a preferential dividend is attached, and the holders of those shares and that stock respectively) shall be subject and entitled to the same powers, provisions, forfeitures, liabilities, rights, privileges, and incidents whatsoever in all respects as if that capital were part of the now existing ordinary capital of the Company and those shares and that stock were shares and stock in that ordinary capital.

Dividends on new shares or stock.

41. Every person who becomes entitled to a share or any stock created by the Company under this Act shall in respect of the same be a holder of shares or stock in the Company, and shall be entitled to a dividend, either preferential or ordinary, as the case may be, with the other holders of shares or stock of the same class or description, proportioned to the whole amount from time to time called and paid on such new shares or stock.

Votes and qualifications in respect of new shares or stock.

42. The holders of the shares or stock created under this Act shall have rights of voting and qualifications in respect thereof on the principle that each sum of one hundred pounds paid up in respect of the shares or stock held by any such holder shall be deemed equivalent to one original share of one hundred pounds in the capital of the Company as prescribed by their Act of Incorporation.

Provided that no person shall be entitled to vote in respect of any less amount than one hundred pounds paid up.

Provided also, that (unless otherwise specified in any resolution of the Company) no person shall be entitled to vote in respect of any share or stock created or issued under this Act to which a preferential dividend shall be assigned.

New shares or stock raised under this Act and any other Acts of past or present sessions may be of same class.

43. Subject to the provisions of any Act already passed by which the Company are authorised to raise capital by new shares or stock and to the provisions of this Act and any other Act passed in the present session of Parliament, whether before or after the passing of this Act, by which the Company may be authorised to raise capital by new shares or stock, the Company may, if they think fit, raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to raise by the creation and issue of new shares or stock.

Receipt clause in case of persons not sui juris.

44. If any money is payable to a holder of shares or stock in the Company being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to borrow on mortgage.

45. The Company may, in respect of the additional capital of four hundred thousand pounds which they are by this Act authorised to raise, from time to time borrow on mortgage, for the purposes of this Act and for the general purposes of their undertaking, any sum not exceeding in the whole one hundred and thirty-three thousand pounds, in manner following; (that is to say,) in respect of each sum of two hundred thousand pounds of the additional capital of four hundred thousand pounds by this Act authorised to

A.D. 1877.

be raised by the creation of shares or stock, any sums not exceeding in the whole sixty-six thousand pounds; but no part of any such sum of sixty-six thousand pounds shall be borrowed until shares for so much of the respective portion of capital in respect of which it is authorised to be borrowed as is to be raised by means of shares are issued and accepted, 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 shares for the whole of the respective portion of capital 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 in each respective portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and until stock for one half of such respective portion of additional capital as is to be raised by means of stock is fully paid up, and the Company have proved to such justice as aforesaid, before he so certifies, that such shares or stock, as the case may be, were issued and accepted and paid up bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors, administrators, or assigns, and also if the said respective portion of additional capital is raised by shares that such persons or corporations, or their executors, administrators, or assigns, are legally liable for the same.

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.

As to appointment of receiver for enforcing payment of arrears.

46. Every provision in any Act passed before the present session of Parliament whereby the Company is authorised to raise by borrowing money for the purposes of their undertaking with respect to the appointment of a receiver for enforcing payment by the Company of arrears of principal money, or principal money and interest, shall be and the same is hereby repealed, but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under any such provision.

The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver; and in order to authorise the appointment of a receiver in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Company may create debenture stock.

47. The Company may create and issue debenture stock, subject to the provisions of Part III. of the Companies Clauses Act, 1863; but, notwithstanding anything therein contained, the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Existing mortgages to have priority.

48. All mortgages or bonds granted or to be granted under the authority of any former Act relating to the Company shall during the continuance thereof, and subject to the provisions of the Acts under which such mortgages or bonds were respectively granted, have priority over any mortgages granted by virtue of this Act; and nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Application of moneys.

49. All moneys raised under this Act, whether by shares, stock, debenture stock, or borrowing, shall be applied only to the purposes of this Act and the general purposes of the Company.

Power to apply corporate funds to purposes of Act.

50. The Company may apply to any of the purposes to which the moneys by this Act authorised to be raised are made applicable any of the moneys which they now have in their hands, or which they have power to raise by shares, stock, debenture stock, or mortgage, by virtue of any Acts relating to the Company, and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Interest not to be paid on calls paid up.

51. The Company shall not, out of any money by this Act authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him, but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act, 1845.

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

52. The Company shall not, out of any moneys 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.

A.D. 1877.

Company not exempt from provisions of present and future general Acts.

53. Nothing in this Act contained shall exempt the Company or their railways 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, authorised to be taken by the Company.

Expenses of Act.

54. 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.

SCHEDULE referred to in the foregoing Act.

Describing Lands, Buildings, and Manufactories of which Portions only are required.

Township or Parish.	Number on deposited Plans.
Chilvers Coton - - - - - -	25, 28, 51.
Stockport - - - - - -	47.

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