

ANNO VICESIMO NONO & TRICESIMO

VICTORIÆ REGINÆ.

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And whereas it is expedient that the *Manchester, Sheffield, and Lincolnshire* Railway Company be empowered, and they are willing, to contribute towards the Undertaking, and take and hold Shares therein: And whereas the Purposes aforesaid cannot be accomplished 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:

Short Title.

1. This Act may be cited for all Purposes as "The *Manchester and Stockport* Railway Act, 1866."

8 & 9 Vict. cc. 16., 18., & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

2. "The Companies Clauses Consolidation Act, 1845," Part I., relating to Cancellation and Surrender of Shares, of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and Part I. relating to Construction of a Railway, and Part III. relating to Working Agreements, of "The Railways Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form Part of this Act.

Interpretation of Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated therewith shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction; the Expression "the Company" shall mean the Company incorporated by this Act; the Expression "the *Sheffield* Company" shall mean the *Manchester, Sheffield, and Lincolnshire* Railway Company; the Expression "the Railway" or "the Undertaking" shall mean the Railway or Undertaking by this Act authorized, or any Part thereof; and 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 be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Company incorporated.

4. *Edward William Watkin, William Fenton, John Chapman, Charles Turner, James Marshall, George Wilkinson, Robert Maclure,* and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway, and for other the Purposes of this Act, and for those Purposes shall be incorporated by the Name of "the *Manchester and Stockport* Railway Company," and by that Name shall be a Body Corporate,

Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes of this Act.

Power to make Railway according to depositsd Plans

5. Subject to the Provisions of this Act, the Company may make and maintain in the Line and according to the Levels shown on the deposited Plans and Sections the Railways herein-after described, with all proper Stations, Approaches, Works, and Conveniences connected therewith, and may enter upon, take, and use such of the Lands delineated on the said Plans and described in the deposited Books of Reference as may be required for that Purpose. The Railways herein-before referred to and authorized by this Act are:

A Railway (No. 1.) of Four Miles Six Furlongs and Four Chains or thereabouts in Length, commencing by a Junction with the Main Line of the *Manchester, Sheffield, and Lincolnshire* Railway at a Point Four Chains or thereabouts, measured along that Railway Eastward from the Centre of the Bridge which carries it over *Pottery Lane* in the Township of *Openshaw* in the Parish of *Manchester*, and terminating in the Township of *Brinnington* in the Parish of *Stockport* by a Junction with the *Stockport and Woodley Junction* Railway at a Point Fourteen Chains or thereabouts, measured along the last-named Railway North-eastward from the North-eastwardly Side of *Henry Street* in *Portwood* in the Borough and Parish of *Stockport* aforesaid:

A Railway (No. 2.) of Two Miles and Five Furlongs or thereabouts in Length, commencing by a Junction with the intended Railway No. 1. at a Point in the Township of *Brinnington* in the Parish of *Stockport* Nine Chains or thereabouts distant from the Weir, across the River *Tame*, next above and belonging to the Print and Bleach Works known as *Reddish* Mills, and terminating by a Junction with the *Newton and Compstall* Branch of the *Manchester, Sheffield, and Lincolnshire* Railway at a Point on that Branch Railway Eight Chains or thereabouts, measured along the same Branch Railway North-westward from the Centre of the Bridge which carries the same Branch Railway over the public Carriage Road leading from *Romiley* to *Compstall.*

Capital.

6. The Capital of the Company shall be Two hundred thousand Pounds, in Twenty thousand Shares of Ten Pounds each.

Shares not to issue until One Fifth paid up.

7. The Company shall not issue any Shares 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.

Calls.

8. One Fifth of the Amount of a Share shall be the greatest Amount of a Call, and Two Months at least shall be the Interval between successive Calls, and Three Fourths of the Amount of a Share

Share shall be the utmost aggregate Amount of the Calls made in any Year upon any Share.

Power to Manchester, Sheffield, and Lincolnshire Railway Company to subscribe and to apply Funds for that Purpose.

9. The *Sheffield* Company may, with the Authority of Three Fourths of the Votes of their Shareholders present in person or by proxy, at a General Meeting of the said Company specially convened for the Purpose, from Time to Time subscribe any Sum which they think fit towards the Undertaking hereby authorized, not exceeding in the whole One hundred and fifty thousand Pounds; and the said Company may with the like Authority contribute and apply in Payment of their said Subscription any Monies which they are already authorized to raise, and which may not be required by them for the Purposes of their Undertaking, and also any Monies which they are by this Act authorized to raise; and the said Company shall, in respect of the Sums to be subscribed and the corresponding Shares in the Company to be held by them, have all the Powers, Rights, and Privileges (except in regard to voting at General Meetings which shall be as herein-after provided), and be subject to all the Obligations and Liabilities, of Proprietors of Shares in the Company: Provided always, that the said Company shall not sell, dispose of, or transfer any of the Shares of the Company for which they may subscribe.

Power to borrow on Mortgage.

10. The Company may from Time to Time borrow on Mortgage any Sum not exceeding in the whole Sixty-six thousand six hundred Pounds, but no Part thereof shall be borrowed until the whole Capital of Two hundred thousand Pounds is subscribed for, 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 the whole of the Capital has 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 has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, or 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.

Arrears may be enforced by Appointment of a Receiver.

11. The Mortgagees of the Company may enforce Payment of Arrears of Principal and Interest due on their Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of a Receiver the Amount owing to the Mortgagees by whom the Application for a Receiver shall be made shall not be less than Six thousand Pounds in the whole.

12. All

Monies borrowed on Mortgage to have Priority.

12. All Monies to be borrowed on Mortgage under this Act from the Time when the said Monies shall be advanced, and the Interest for the Time being due thereon, shall have Priority against the Company, and the Property from Time to Time of the Company, over all other Claims on account of any Debts incurred or to be incurred, or Engagements entered into or to be entered into, by them: Provided always, that such Priority shall not prejudice or affect any Claim, Right, or Remedy against the Company or their Property in respect of any Rentcharge to be granted by them in pursuance of the Provisions of the "Lands Clauses Consolidation Act, 1845," or the "Lands Clauses Consolidation Acts Amendment Act, 1860," nor shall anything herein-before contained prejudice or affect the Lien of any Vendor for the unpaid Purchase Money of any Land taken by the Company for the Purposes of the Railway.

Power for Sheffield Company to agree to pay Interest on Capital.

13. The *Sheffield* Company may from Time to Time, with the Consent of at least Three Fourths of the Votes of the Proprietors of that Company present personally or by proxy at a General Meeting specially convened for the Purpose, agree to pay Interest or Dividends at a Rate not exceeding Five *per Centum per Annum* on all or any Part of the Share Capital to be raised by the Company for the Purposes of the Undertaking by this Act authorized: Provided, as follows:

(1.) That no such Payment shall affect any Preference or Priority in Payment of Interest or Dividend granted or assigned by the *Sheffield* Company to any Shares or Stock before the passing of this Act, or confirmed by any Act of Parliament, or otherwise lawfully subsisting at the Time of the *Sheffield* Company making such Agreement:

(2.) That if in any Year ending the Thirty-first Day of *December* there are not Profits of the *Sheffield* Company available for the Payment of the full Amount of such Interest or Dividend as aforesaid for that Year, the Deficiency shall not be paid out of the Profits of any subsequent Year, or out of any other Profits of that Company.

Application of Monies.

14. All Monies raised under this Act, whether by Shares or borrowing, shall be applied for the Purposes of this Act only.

First Ordinary Meeting.

15. The First Ordinary Meeting of the Company shall be held within Six Months after the passing of this Act.

Number of Directors.

16. The Number of Directors shall be Seven, but it shall be lawful for the Company from Time to Time to reduce the Number, provided that the Number be not less than Five.

Qualification of Directors.

17. The Qualification of a Director shall be the Possession in his own Right of not less than Thirty Shares.

Quorum.

18. The Quorum of a Meeting of Directors shall be Three.

First Directors.

19. *Edward William Watkin*, *William Fenton*, *John Chapman*, *Charles Turner*, *James Marshall*, *George Wilkinson*, and *Robert Maclure* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting held after the passing of this Act; at that Meeting the Shareholders present in person or by proxy may either continue in Office the Directors appointed by this Act, or any of them, or may elect a new Body of Directors, or Directors to supply the Place of those not continued in Office, the Directors appointed by this Act being, if qualified, eligible for Re-election; and at the First Ordinary Meeting to be held in every Year after the First Ordinary Meeting the Shareholders present in person or by proxy shall (subject to the Power herein-before contained for reducing the Number of Directors) elect Persons to supply the Places of the Directors then retiring from Office agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the same Act.

Election of Directors

Lands for extraordinary Purposes.

20. 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 Two Acres.

Powers for compulsory Purchases limited.

21. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised, after the Expiration of Three Years from the passing of this Act.

Period for Completion of Works.

22. The Railway shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted by the Company for executing the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall be then completed.

Regulating Construction of Railway under Gorton Lane.

23. In constructing the Railway under the public Highway in the Township of *Gorton* called *Gorton Lane* (numbered 65 in the Parish of *Manchester* on the deposited Plan) the Company shall construct the Bridge for carrying the said Highway over the Railway of the clear Width between the Parapets of Thirty-five Feet, and the Approaches thereto shall be of the like Width between the Fences thereof, and the Inclination of the Approaches to the said Bridge shall not be steeper than One Foot in Fifty Feet.

Regulating Construction of Railway under Manchester, Hyde, and

24. In constructing the Railway under the *Manchester, Hyde, and Mottram* Turnpike Road in the Township of *Gorton* aforesaid (numbered 120 in the Parish of *Manchester* on the deposited Plan) the Company shall construct the Bridge for carrying the said Turnpike Road

Road over the said Railway of the clear Width between the Parapets thereof of Fifty-four Feet, and shall not alter the Level of the said Road. Mottram Turnpike Road.

25. In constructing the Railway No. 2. under the Turnpike Road numbered on the deposited Plans 106 in the Parish of *Stockport* the Company shall construct the Bridge for carrying the Road over the Railway of the clear Width between the Parapets of Thirty-six Feet, and the Inclination of the Approaches to the said Bridge shall not be steeper on the South Side than One Foot in Fifty Feet, nor on the North Side thereof than One Foot in Sixty Feet. Regulating Construction of Railway No. 2. under Turnpike Road No. 106 in Stockport.

26. In constructing Railway No. 2. where it crosses the Turnpike Road numbered on the deposited Plans 112 in the Parish of *Stockport*, such Road shall be carried under the Railway, the Width of the Arch or Opening shall be such as to leave thereunder a clear Space of not less than Thirty-six Feet from Abutment to Abutment, and the clear Height of the Arch or Opening from the Surface of such Road shall not be less for any Part of the whole Width thereof than Sixteen Feet, and the Descent made in the Road in order to carry the same under the Bridge shall not be more on the North Side of the Bridge than One Foot in Forty Feet, nor on the South Side of the Bridge than One Foot in Sixty Feet. Regulating Construction of Railway No. 2. near Turnpike Road No. 112 in Stockport.

27. In constructing Railway No. 2. over the Turnpike Road numbered on the deposited Plans 138 in the Parish of *Stockport* the Width of the Arch or Opening shall be such as to leave thereunder a clear Space of not less than Thirty-six Feet from Abutment to Abutment, and the clear Height of the Arch or Opening from the Surface of the Road shall not be less for any Part of the whole Width thereof than Sixteen Feet, and the Road shall not be lowered in any Part thereof more than Three Feet below the present Level thereof, and the Descent made in the Road in order to carry the same under the Bridge shall not be more on either Side of the Bridge than One Foot in Fifty Feet. Regulating Construction of Railway No. 2. over Turnpike Road No. 138 in Stockport.

28. The Execution of the Works of the Company across the *Manchester, Hyde, and Mottram* Turnpike Road numbered 120 on the deposited Plan in the Parish of *Manchester* shall be subject to the following Provisions: For the Protection of the Water and Gas Mains of the Corporation of Manchester in the Manchester and Hyde Road.

Before the Company commence to excavate the Soil under the said Road beyond what may be necessary for supporting the Mains and Pipes next mentioned they shall effectually, and in such Manner as shall be approved by and to the Satisfaction of the Surveyor of the Corporation of *Manchester*, support the Water and Gas Mains and Pipes belonging to that Corporation in the said Road, and which might be interfered with or affected by making the Railway:

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The Bridge for carrying the said Road over Railway No. 1. shall be constructed in accordance with the Plan signed by *James Gascoigne Lynde*, the Surveyor of the said Corporation, and *Charles Edward Cawley*, the Engineer of the said Company, and so as to secure the perfect Stability of the said Water and Gas Mains and Pipes; and the Company shall not, without the Consent in Writing of the said Surveyor, alter or vary, either temporarily or permanently, the Position of any of the said Mains or Pipes, but the same shall be permanently supported and secured over and across the said Bridge in such Manner as shall be approved by and to the Satisfaction of the said Surveyor:

The Company shall make such Provision as may be requisite to enable the said Corporation from Time to Time to repair, replace, or renew the existing Mains and Pipes, and also hereafter to lay down such additional Mains or Pipes across or over the said Bridge as may be necessary for the Purposes of the said Corporation, but so, nevertheless, that any Main or Pipe carried across or over the said Bridge shall not have the under Side thereof at a lower Level than the under Side of the lowest of the existing Mains or Pipes:

The Company at all Times hereafter shall be liable for any Damage which may be caused by the breaking, bursting, or leaking of any of the said Mains or Pipes over, or upon, or immediately in connexion with the said Railway or Bridge, and consequent upon the Construction thereof.

Provision for Protection of Gas and Water Pipes.

29. Whenever in execution of the Powers of this Act it shall be necessary to alter or interfere with or disturb any of the Water, Gas, or other Mains or Pipes, or Apparatus connected therewith, belonging to the Corporation, other than those mentioned in the last preceding Enactment, the Work so necessary shall, if the Corporation so think fit, be done by and under the Direction of the Corporation, but at the Expense in all respects of the Company, and in that Case all such Expense, and also the Costs incurred by the Corporation in procuring and laying new Mains and Pipes and other Apparatus in substitution for any which may be rendered useless by such Alteration, shall, on Demand, be repaid by the Company to the Corporation, and in case of Default shall be recoverable in any Court of competent Jurisdiction: Provided that if the Corporation, upon Notice in Writing given to them by the Company setting forth the Work required to be done, shall not, within Seven Days from the Delivery of such Notice at the Office of the Town Clerk, signify to the Company, by Notice in Writing, their Election to do such Work themselves, or having so elected shall not commence and prosecute such Work with all proper and reasonable Despatch, the Company may execute or, as the Case may be, complete such Works in like Manner as they might have done if this present Clause had not been contained in this Act; but never-

nevertheless, the Company shall pay the Corporation as aforesaid for such Portion, if any, of such Work as the Corporation may have done.

Execution of Works of Railway under London and North-western Railway.

30. The Railway where it will cross the *London and North-western* Railway shall be carried under that Railway, and all the Works in, upon, or under the Lands of the *London and North-western* Railway Company for the Purposes of carrying the Railway under the Railway of that Company shall be executed under the Superintendence and to the reasonable Satisfaction in all respects of the Engineer of that Company, and at the Expense of the Company, and such Railway and Works shall be so carried and executed respectively by such Means and in such Manner only as not to interfere with the free, uninterrupted, and safe User of the *London and North-western* Railway, and so as to leave undisturbed all the existing Lines at the Spot where they are to be passed under by the Railway of the Company, and so as also to make Provision for the widening of the *London and North-western* Railway at such Crossing for not exceeding Two additional Lines of Rails.

Maintenance of those Works.

31. The Company shall at all Times maintain the Arches or other Works by which the Railway shall be carried under the *London and North-western* Railway in substantial Repair and good Order and Condition, to the reasonable Satisfaction in all respects of the Engineer of the *London and North-western* Railway Company, and if and whenever the Company fail so to do, the *London and North-western* Railway Company may make and do in and upon as well the Lands of the Company as their own Lands all such Works and Things as that Company may reasonably think requisite in that Behalf, and the Sum from Time to Time certified by their Engineer to be the reasonable Amount of their Expenditure in that Behalf shall be repaid to them by the Company, and in default of full Repayment the Amount due may be recovered with full Costs by that Company from the Company in any Court of competent Jurisdiction.

Plans, &c. for Works affecting the London and North-western Railway Company.

32. The Arches or other Works by which the Railway shall be carried under the said *London and North-western* Railway, and all Works and Conveniences connected therewith, shall be made only according to Plans, Elevations, Sections, and Specifications to be submitted by the Company to the Engineer of the *London and North-western* Railway Company, and to be reasonably approved of by him in Writing under his Hand before any of those Works are begun.

Restricting Interference with Lands of London and North-western Railway Company.

33. The Company shall not, without in every Case the previous Consent of the *London and North-western* Railway Company in Writing under their Common Seal, take, use, enter upon, or interfere with any of the Lands from Time to Time belonging to or in the Possession or under the Power of the *London and North-western* Railway Company, except only such Parts of their Lands as it shall be

be necessary for the Company to take, use, enter upon, or interfere with for the Purpose of making and maintaining the Works by which the Railway is, according to this Act, to be carried under the *London and North-western* Railway..

Traffic on London and North-western Railway not to be interfered with.

34. The Company shall not in any Manner obstruct or interfere with the free, uninterrupted, and safe User of the *London and North-western* Railway, or any Traffic thereon, and if by reason of any Works or Proceedings of the Company there shall be any Obstruction or Interference so as to impede or prevent the convenient Passage of Engines and Carriages along that Railway, the Company shall pay to the *London and North-western* Railway Company the Sum of Twenty Pounds *per* Hour by way of ascertained Damages for every Hour during which any such Obstruction or Interference shall continue.

In case of Obstruction of or Injury to the Works of the London and North-western Company the Company to make Compensation.

35. If by reason of any of the Works or Proceedings of the Company the *London and North-western* Railway, or any of the Works connected therewith, 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 *London and North-western* Railway Company may make good the same, and recover the Expense thereof, with full Costs, against the Company in any Court of competent Jurisdiction; and if any Interruption shall be occasioned to the Traffic of the *London and North-western* Railway by reason of any of the Operations of the Company, the Company shall, in addition to the Penalty lastly provided for, on Demand pay to the *London and North-western* Railway Company all Costs and Expenses to which that Company may be put, as well as full Compensation for the Loss and Inconvenience sustained by them by reason of any such Interruption, such Costs, Expenses, and Compensation to be respectively recoverable with full Costs by that Company from the Company in any Court of competent Jurisdiction.

Company to acquire only Easements in Lands of London and North-western Company..

36. With respect to any Land of the *London and North-western* Railway Company which the Company is by this Act from Time to Time authorized to use, enter upon, or interfere with, the Company shall not purchase or take the same, but the Company may purchase and take, and the *London and North-western* Railway Company may and shall sell and grant accordingly, an Easement or Right of using the same for the Purposes for which but for this Enactment the Company might purchase and take the same.

For Reference in case of Difference.

37. In case of any Difference arising between the Company and the *London and North-western* Railway Company as to the Design or Execution of any of the Works herein provided to be made with reference to the Railway of that Company, or as to the Maintenance or Repair thereof, or as to the Amount of any Expenditure from Time to Time incurred by that Company, and herein provided to be paid by

by the Company, every such Difference shall be determined by a Referee to be appointed by the Board of Trade on the Application of either Party.

Running Powers to the Midland Company.

38. It shall be lawful for the *Midland* Railway Company to run over and use the Railways and Works hereby authorized, and the Stations and Conveniences connected therewith, with their Engines, Carriages, and Servants, for all Purposes of Traffic, on such Terms and Regulations, and on the Payment of such Tolls, Rates, and Charges, as shall be agreed upon between the Company and the *Midland* Railway Company, or as, failing Agreement, shall be settled by an Arbitrator to be appointed by the Board of Trade, but subject to the Byelaws and Regulations of the Company.

Provision in case of Diversion of River Tame at or near Harrison's Weir belonging to Messrs. Howard.

39. If in the Formation of Railway No. 1. the Company find it necessary to alter or divert the Course of the River *Tame* at or near to the Weir called *Harrison's* Weir, belonging to *Edward Carrington Howard* and *Cephas John Howard*, or to interfere with the said Weir or with the Watercourse leading therefrom, so as in either Case to render the said Weir or the said Watercourse inefficient or less efficient than at present for the Purposes for which it is used, the Company shall, before commencing such Diversion, Alteration, or Interference, erect and construct another Weir or Watercourse (as the Case may be), with all such Works, Sluices, and Appliances as may be requisite to enable the said *Edward Carrington Howard* and *Cephas John Howard*, their Heirs and Assigns, to use and enjoy the Water of the said River as beneficially and freely as they could or might have done had this Act not been passed; and any other Weir which shall be so erected as aforesaid, and the Works thereof, shall be so constructed as to raise the Water of the said River to the full Height to which the said *Edward Carrington Howard* and *Cephas John Howard* are now entitled to raise it; and all Works which shall be erected and constructed as aforesaid shall be erected and constructed according to Plans and Specifications and in manner to be agreed upon by the Engineer of the Company and an Engineer to be nominated and appointed by the said *Edward Carrington Howard* and *Cephas John Howard*, their Heirs or Assigns, or, in case of Difference between such Two Engineers, to be determined by an Engineer or Umpire to be nominated and appointed by such Two Engineers, or in case they shall not, within Fourteen Days after Request in Writing made by either of them to the other, nominate and appoint such other Engineer or Umpire, then by an Engineer to be appointed by the Board of Trade at the Request of the Company, or of the said *Edward Carrington Howard* and *Cephas John Howard*, their Heirs and Assigns; and in case and as often as any Engineer nominated and appointed by any of the several Parties aforesaid for any of the several Purposes aforesaid shall refuse to act, or become incapable of acting, or die before he shall

have fulfilled the Purposes for which he was nominated and appointed, another Engineer shall be nominated and appointed to supply his Place by the same Persons or Person to whom the Right to appoint the former Engineer is hereby given, and with the same Functions.

Completion of substituted Works for Messrs. Howard to be certified.

40. No Work which is by the last preceding Section of this Act prescribed to be erected and constructed by the Company shall be deemed to have been erected or constructed within the true Intent and Meaning of that Section unless and until such Two Engineers as aforesaid, or in case of their Disagreement, an Engineer or Umpire to be nominated and appointed in manner provided by that Section, shall have certified by Writing under their or his Hands or Hand that such Work has been properly erected and constructed according to the true Intent and Meaning of that Section.

Messrs. Howard to have same Rights over substituted Works as original Works.

41. Immediately on the Completion of such new or substituted Weir and Watercourse respectively the said *Edward Carrington Howard* and *Cephas John Howard* shall have the same Rights and Privileges to, in, and over the same, and the Water of the said River flowing over or through the same respectively, as they or any of them now have to, in, or over the present Weir and Watercourse, and the Water of the said River flowing over or through the same respectively, and the Company shall for a Period of Five Years from such Completion thereof keep such substituted Weir and Watercourse, and the Works, Sluices, and Appurtenances thereof respectively, in good and sufficient Repair and Condition.

Compensation to Messrs. Howard.

42. In case any Matter of disputed Compensation arise between the said *Edward Carrington Howard* and *Cephas John Howard*, their Heirs or Assigns, and the Company, in reference to any Land taken by the Company or otherwise injuriously affected by the Exercise of the Powers of this Act, the Arbitrators or Arbitrator or Jury (as the Case may be) by whom such Question of disputed Compensation shall be determined may in determining the same take into consideration any Difference in the future Costs and Expenses which may accrue to the said *Edward Carrington Howard* and *Cephas John Howard*, their Heirs and Assigns, by reason of every such Alteration or Diversion as aforesaid of the River *Tame*, or the Substitution of any new Weir or other Works for those now belonging to the said *Edward Carrington Howard* and *Cephas John Howard* as aforesaid.

Notice to be given of taking Houses of Labouring Classes.

43. 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

Company have made known their Intention to take the same in manner herein-before required.

Deposit Money not to be repaid until Line opened or Half the Capital paid up and expended except on Execution of Bond.

44. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Sixteen thousand three hundred and thirty Pounds Bank Three Pounds *per Centum* Annuities, equal in Value to the Sum of Fourteen thousand one hundred and twenty Pounds, being Eight *per Centum* on the Amount of the Estimate of the Expense of the Railway by this Act authorized, has been transferred by *Edward William Watkin* and *Charles Turner* into the Name and with the Privity of the Accountant General of the Court of Chancery in *England* in respect of the Application to Parliament for this Act: Therefore, notwithstanding anything contained in the said recited Act, the said Sum so transferred as aforesaid, or the Interest or Dividends thereof, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, 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, unless the Company shall, previously to the Expiration of the Period limited by this Act for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the Sum so transferred as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid or transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of Fourteen thousand one hundred and twenty Pounds shall have been executed by the Company, with One or more Surety or Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for the Payment to Her Majesty, Her Heirs or Successors, of the last-mentioned Sum if the Company shall not within the Time

limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the Solicitors to the said Lords Commissioners, then the said Sixteen thousand three hundred and thirty Pounds Bank Three Pounds *per Centum* Annuities, and the Interest or Dividends thereof, shall be transferred and paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Bank Annuities and the Interest or Dividends thereof would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid shall respectively be sufficient Evidence of the Facts so certified.

Tolls for Passengers and Animals.

45. The Company may demand and take in respect of the Use of the Railway any Tolls not exceeding the following; (that is to say,)

In respect of Passengers and Animals conveyed on the Railway:

Class 1. For every Person conveyed in a First-class Carriage, *per* Mile Twopence:

Class 2. For every Person conveyed in a Second-class Carriage, *per* Mile One Penny Halfpenny:

Class 3. For every Person conveyed in a Third-class Carriage, *per* Mile One Penny:

Class 4. For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed in or upon any Carriage, *per* Mile Twopence:

Class 5. For every Ox, Cow, Bull, or Head of Neat Cattle conveyed in or upon any Carriage, *per* Mile One Penny Halfpenny:

Class 6. For every Calf, Pig, Sheep, or Lamb, or other small Animal, conveyed in or upon any Carriage, *per* Mile One Halfpenny.

Tolls for Goods.

In respect of Goods conveyed on the Railway:

Class 7. For all Lime, Limestone, Salt, Dung, Compost, and all Sorts of Manure, and all undressed Materials for the Repair of Highways, Coals, Slack, Cannel, Coke, Culm, and Cinders, *per* Ton *per* Mile One Penny:

Class 8. For all Stones for building, pitching, and paving, Bricks, Tiles, Slates, Clay, Sand, Chalk, Marl, Iron, Ironstone and Iron Ore, Copper, Tin, Lead, and other Ores, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, Sheet Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per* Ton *per* Mile One Penny Halfpenny:

Class 9. For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Manchester Packs, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Tinned Plates, Nails, Anvils, Vices, and Chains, *per* Ton *per* Mile Twopence:

Class 10. For all Cotton and all other Wools, Drugs, or manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per* Ton *per* Mile Threepence.

With respect to the Conveyance of Carriages:

Class 11. For every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform not belonging to the Company, if having more than Two Wheels, *per* Mile Fourpence; and if having only Two Wheels, *per* Mile Threepence; and for every additional Quarter of a Ton which any such Carriage weighs, One Penny *per* Mile in addition if such Carriage have more than Two Wheels, and Three Farthings *per* Mile in addition if the same have only Two Wheels.

Tolls for propelling Power.

46. The Toll which the Company may demand for the Use of Engines for propelling Carriages on the Railway shall not exceed One Penny *per* Mile for each Passenger or Animal, or for each Ton of Goods, in addition to the several other Tolls or Sums by this Act authorized to be taken.

Regulations as to Tolls.

47. The following Provisions and Regulations shall apply to the fixing of all Tolls and Charges payable under this Act; (that is to say,)

For all Passengers, Animals, or Goods conveyed on the Railway for a less Distance than Three Miles the Company may demand Tolls and Charges as for Three Miles:

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

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

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

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

Tolls for small Parcels and single Articles of great Weight.

48. With respect to small Parcels not exceeding Five hundred Pounds in Weight, and single Articles of great Weight, notwithstanding the Rules prescribed by this Act, the Company may demand and take any Tolls not exceeding the following; (that is to say,)

For the Carriage of small Parcels on the Railway, as follows:

For any Parcel not exceeding Seven Pounds in Weight, Threepence;

If exceeding Seven and not exceeding Fourteen Pounds in Weight, Fourpence;

If exceeding Fourteen and not exceeding Twenty-eight Pounds in Weight, Sixpence;

If exceeding Twenty-eight and not exceeding Fifty-six Pounds in Weight, Ninepence;

If exceeding Fifty-six and not exceeding One hundred and twelve Pounds in Weight, One Shilling;

If exceeding One hundred and twelve Pounds and not exceeding Two hundred and twenty-four Pounds in Weight, Two Shillings;

And for Parcels exceeding Two hundred and twenty-four Pounds but not exceeding Five hundred Pounds in Weight the Company may demand any Sum which they think fit:

Provided always, that Articles sent in large aggregate Quantities, although made up in separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but that Term shall apply only to single Parcels in separate Packages:

For the Carriage of single Articles of great Weight:

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Truck or Platform, shall not exceed Eight Tons, the Company may demand and take such Sum as they think fit, not exceeding Sixpence *per* Ton *per* Mile:

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

49. The

Maximum Rates for Passengers.

49. The maximum Rate of Charge to be made by the Company for the Conveyance of Passengers upon the Railway, including the Tolls for the Use of the Railway and for Carriages and locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following; (that is to say,)

For every Passenger conveyed in a First-class Carriage, the Sum of Threepence *per* Mile:

For every Passenger conveyed in a Second-class Carriage, the Sum of Twopence *per* Mile:

For every Passenger conveyed in a Third-class Carriage, the Sum of One Penny Halfpenny *per* Mile.

Maximum Rates for Animals and Goods.

50. The maximum Rate of Charge to be made by the Company for the Conveyance of Animals, Minerals, and Goods on the Railway, including the Tolls for the Use of the Railway, and for Waggons or Trucks and locomotive Power, and for every other Expense incidental to the Conveyance (except a reasonable Charge for loading and unloading Goods at any Terminal Station in respect of such Goods, and for Delivery and Collection, and any other Service incidental to the Duty or Business of a Carrier, where any such Service is performed by the Company), shall not exceed the following Sums; (that is to say,)

Class 4. For each Animal, Fourpence *per* Mile:

Class 5. For each Animal, Twopence *per* Mile:

Class 6. For every Calf or Pig, One Penny *per* Mile; and for every other small Animal, Three Farthings *per* Mile:

Class 7. One Penny Farthing *per* Ton *per* Mile:

Class 8. One Penny Three Farthings *per* Ton *per* Mile:

Class 9. Twopence Halfpenny *per* Ton *per* Mile:

Class 10. Threepence *per* Ton *per* Mile:

Class 11. If having more than Two Wheels, Fivepence *per* Mile *per* Ton, and One Penny Halfpenny *per* Mile for every additional Quarter of a Ton; and if having only Two Wheels, Fourpence *per* Mile *per* Ton, and One Penny *per* Mile for every additional Quarter of a Ton:

Tolls for separate Waggons.

Provided also, that where a separate Waggon or Truck shall be retained by One Person for the Conveyance only of Cattle or Sheep belonging to him or under his Charge, the aggregate of the Tolls to be paid for such Waggon or Truck capable of containing Six Oxen or Twenty-five Sheep, and for the Animals not exceeding those respective Numbers conveyed therein, shall not exceed Ninepence *per* Mile.

Passengers Luggage.

51. Every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and twenty Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight

for Third-class Passengers, without any Charge being made for the Carriage thereof.

Terminal Station.

52. No Station shall be considered a Terminal Station in regard to any Goods conveyed on the Railway, unless such Goods have been received thereat direct from the Consignor, or are directed to be delivered thereat to the Consignee.

Restrictions as to Charges not to apply to Special Trains.

53. The Restrictions as to the Charges to be made for Passengers shall not extend to any Special Train run upon the Railway, in respect of which the Company may make such Charges as they think fit, but shall apply only to the Ordinary and Express Trains appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railway.

Company may take increased Charges by Agreement.

54. Nothing in this Act shall prevent the Company from taking any increased Charges, over and above the Charges by this Act limited, for the Conveyance of Animals or Goods of any Description, by Agreement with the Owners or Persons in charge thereof, either by reason of any special Service performed by the Company in relation thereto, or in respect to the Conveyance of Animals or Goods (other than small Parcels) by Passenger Trains.

Power to enter into Traffic Arrangements with the Sheffield Company.

55. The Company on the one hand, and the *Sheffield* Company on the other hand, may from Time to Time enter into Contracts or Arrangements with respect to the following Purposes or any of them; (that is to say,)

The Management, Use, Working, and Maintenance of the Railway, or of any Part or Parts thereof:

The Supply of any Rolling or Working Stock and of Officers and Servants for the Conduct of the Traffic on the Railway:

The Payments to be made and the Conditions to be performed with respect to the Matters aforesaid:

The Interchange, Accommodation, Conveyance, and Delivery of Traffic coming from or destined for the Undertakings of the contracting Companies, and the fixing and Division between the said Companies of the Receipts arising from such Traffic.

Tolls to be taken by the Company in respect of such Services, Facilities, &c.

56. The Company may demand and receive Tolls, Rates, Rents, and Remunerations in respect of the several Services, Facilities, and Powers herein-before mentioned or referred to, and to be rendered to or exercised by the Company: Provided always, that no such Tolls, Rates, Rents, and Remunerations shall exceed those which the contracting Companies respectively are entitled to charge under like Circumstances.

Tolls on Traffic conveyed

57. During the Continuance of any Agreement to be entered into under the Provisions of this Act for the Use of the Railway by the

the *Sheffield* Company, the Railways of the Company and of the *Sheffield* Company shall for the Purposes of Tolls and Charges be considered as One Railway; and in estimating the Amount of Tolls and Charges in respect of Traffic conveyed partly on the Railway and partly on the Railway of the *Sheffield* Company for a less Distance than Three Miles, Tolls and Charges may only be charged as for Three Miles; and in respect of Passengers, for every Mile or Fraction of a Mile beyond Three Miles, Tolls and Charges as for One Mile only; and in respect of Animals and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Three Miles Tolls and Charges as for a Quarter of a Mile only; and no other Short-distance Charge shall be made for the Conveyance of Passengers, Animals, or Goods, partly on the Railway and partly on the Railway of the *Sheffield* Company.

partly on the Railway and partly on the Railway of the Sheffield Company.

58. The *Sheffield* Company may from Time to Time raise for the Purposes of their Subscription to the Undertaking hereby authorized any Sums of Money not exceeding in the whole the Amount which the said Company may as aforesaid agree to subscribe by the Creation and Issue of new Ordinary Shares or Stock and new Preference Shares or Stock in their Capital, or, at the Option of the said Company, by any of those Modes and the Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the following Matters, that is to say,

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 Nonpayment of Calls;

The Remedies of Creditors of the Company against the Shareholders;

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;

And Part 2 (relating to additional Capital) of "The Companies Clauses Act, 1863," shall extend and apply to the *Sheffield* Company, and to the additional Capital which they are by this Act authorized to raise.

Power to Sheffield Company to raise Money by the Creation of Shares or Stock.

59. The *Sheffield* Company shall not issue any Share 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.

Shares of that Company not to be issued until One Fifth Part thereof shall have been paid up.

60. All

Application of Monies raised by that Company.

60. All Monies which the *Sheffield* Company may raise under the Powers of this Act shall be applied for the Purposes of the before-mentioned Contribution only.

Votes of that Company at General Meetings of the Company.

61. The *Sheffield* Company whilst Shareholders of the Company may, by Writing under their Common Seal, from Time to Time appoint some Person to attend any Meeting of the Company, and such Person shall have all the Privileges and Powers attaching to other Shareholders at such Meetings, and may vote thereat in respect of the Capital held by the *Sheffield* Company.

Interest not to be paid on Calls paid up.

62. The Company or the *Sheffield* Company shall not, out of any Money by this Act authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not prevent the Company or the *Sheffield* 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 the Capital.

63. The Company shall not, out of any Money by this Act authorized 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 authorizing the Company to construct any other Railway, or to execute any other Work or Undertaking.

Railway not exempt from Provisions of present and future General Acts.

64. Nothing herein contained shall be deemed or construed to exempt the Railway by this Act authorized to be made 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 authorized by this Act.

Expenses of Act.

65. 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.

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