ANNO DECIMO & UNDECIMO

VICTORIÆ REGINÆ.

****

Cap. ccxlvii.

An Act to make certain Deviations in the authorized Line of the "*Manchester, Buxton, Matlock, and Midlands Junction* Railway," and to amend the Act relating thereto. [22d *July* 1847.]

WHEREAS by the "*Manchester, Buxton, Matlock, and Midlands Junction* Railway Act, 1846," the *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company were incorporated, with Power to make a Railway from the *Manchester and Birmingham* Railway at *Cheadle* in the County of *Chester* to or near to the *Ambergate* Station of the *Midland* Railway in the County of *Derby*, and certain Branches therefrom: And whereas the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company have proceeded to put the said Act into execution: And whereas it would be of great public Advantage if the said Company were empowered to alter certain Portions of the Line of the said Railway as authorized by the said Act, and to construct in lieu of such authorized Portions the several Portions of Railway herein-after mentioned: And whereas it is expedient that the Company herein-after mentioned should be empowered to subscribe towards the Undertakings by this and the said recited Act authorized, and that some of the Powers and Provisions contained in the recited Act should be altered, amended, and enlarged; but the

9 & 10 Vict. c. 192.

Objects aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all the Powers, Provisions, Matters, and Things contained in the recited Act and in the several Acts incorporated therewith, except such of them as are hereby repealed, altered, or otherwise provided for, shall extend to this Act and to the Railways or Portions of Railways and Works hereby authorized to be made, and may be exercised by the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company, as fully and effectually as if the same Powers, Provisions, Matters, and Things were repeated and re-enacted in this Act, and had specific Reference thereto.

Provisions of recited Acts extended to this Act.

Short Title.

II. And be it enacted, That in citing this Act in other Acts of Parliament, and in legal Instruments, Notices, or other Documents or Proceedings, it shall be sufficient to use the Expression "The *Manchester, Buxton, Matlock, and Midlands Junction* Railway Act, 1847."

Deposit on future Bills not to be paid out of Company's Capital.

III. And be it enacted, That it shall not be lawful for the said Company, out of any Money by this Act or any other Act relating to the said Railway Company authorized to be raised for the Purposes of such Act or Acts, to pay or deposit any Sum of Money which by any Standing Order of either House of Parliament, now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the said Company to construct any other Railway or execute any other Work or Undertaking.

Power to make Alteration in Line of Railway according to deposited Plans.

IV. And whereas Maps or Plans and Sections of the said Alterations in the Line of the said Railway herein-after more particularly described and set forth, showing the Lines and Levels thereof, and also Books of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers of Lands through which the same are intended to pass, have been deposited with the Clerks of the Peace of the Counties of *Chester* and *Derby*; be it enacted, That, subject to the Provisions in this and in the recited Act and the several Acts incorporated therewith contained, it shall be lawful for the Company to make and maintain the said Alterations, as herein-after described in the Line of Railway and Works, in the Lines and upon the Lands delineated on the said Plans and described in the said Books of Reference, and according to the Levels defined on the said Sections, and to enter upon, take, and use such of the said Lands as shall be necessary for such Purposes.

Power to make the Deviations.

V. And be it enacted, That it shall be lawful for the said Company to make the Lines of Railway and other Works following; (that is to say,)

A Line of Railway commencing in a Field in the Township of *Bramhall* otherwise *Bramall* in the Parish of *Stockport* in the County

County of *Chester*, numbered 55 in the said Parish in the original Parliamentary Plan of the said Railway deposited with the Clerk of the Peace for the County of *Chester* in the Month of *November* One thousand eight hundred and forty-five, and terminating at a certain Point on the authorized Line of the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway in the Township of *Little Longstone* in the Parish of *Bakewell* in the County of *Derby*, in a Field numbered 567 in the said last-mentioned Parish on the said Plan last referred to; also a Line of Railway commencing in the public Road in the Township and Parish of *Darley* in the County of *Derby*, numbered 85 in the said Parish on the said Plan last referred to, and terminating in a Wood in the Parish of *Matlock* in the County of *Derby*, numbered 137 in the said Parish on the same Plan:

Also a Line of Railway commencing in a Field in the Township of *Cromford* and Parish of *Wirksworth* in the County of *Derby*, numbered 5 in the said Parish on the said Plan so deposited as last aforesaid, and terminating in a Field in the Township and Parish of *Wirksworth* in the said County of *Derby*, numbered 35 in the said Parish on the same Plan:

And also a Line of Railway commencing in a Field in the Parish of *Crich* in the County of *Derby*, numbered 84 in said Parish on the said Plan so deposited as last aforesaid, and terminating in the Township of *Heage* otherwise *High Edge* in the Parish of *Duffield*, at a Point on the *Midlands* Railway at or near the Place where the same crosses the Turnpike Road leading from *Ambergate* to *Chesterfield* and *Nottingham*, numbered 3 B. in the said Parish of *Duffield* on the said Plan so deposited as last aforesaid:

And the Company are hereby required to relinquish the Parts of the original Railway which lie between the respective Points of Commencement and Termination of the said Deviations respectively, together with the Branches connected therewith.

Company to strengthen Goit Bridge in such Manner as the Engineer of the Company and the Bridge Master of Chester shall think necessary.

VI. Provided always, and be it enacted, That if in constructing the said first-mentioned Line of Railway where the same, as laid down on the said Plans so deposited as aforesaid, passes near the Bridge called "*Goit Bridge*" over the River *Goit* in the Township and Parish of *Taxall* in the County of *Chester*, the Company shall construct any Embankment or Arching for the Purposes of the said Railway so near to the said Bridge or to the Approaches thereto or to the retaining Walls thereof as to endanger the same, or if the Company shall in the Construction of the said Railway execute any other Work or do any Act whereby the said Bridge may be injured or the Public using the same may be endangered, then and in every such Case, and from Time to Time, the Company shall do and execute all such Works, Matters, and Things for the Purpose of supporting, strengthening, and protecting the said Bridge and the retaining Walls thereof or the Approaches thereto, or of repairing any Damage or Injury which may have been done or occasioned thereto respectively by reason of the Works or Acts of the Company, as the Engineer for the Time being of the Company and the Bridge Master for the Time being of the County of *Chester* shall from Time to Time agree in thinking

thinking necessary or expedient for the Protection of the said Bridge and the retaining Walls thereof and the Approaches thereto, or, as the Case may require, for making good the Damage which may have been so occasioned to the said Bridge or the retaining Walls thereof or the Approaches thereto, and all Additions which may be made to the said Bridge or to the retaining Walls thereof or the Approaches thereto, for the Protection thereof, in compliance with this Provision, shall be maintained and kept in repair by the Company.

If Engineer of Company and Bridge Master of Chester cannot agree as to Works, Disputes to be settled by an Engineer to be appointed by the Recorder of Chester.

VII. And be it enacted, That in case of any Dispute between the Engineer for the Time being of the Company and the Bridge Master for the Time being of the County of *Chester*, as to the Nature and Extent of the Additions to or Alterations in the said Bridge or the retaining Walls thereof or the Approaches thereto, for the Purpose of strengthening and protecting the same, or as to the Nature and Extent of any Repairs which may be necessary to be done thereto for the Purpose of making good any Damage or Injury which may have been occasioned thereto, by reason or in consequence of the Work or of the Act or Omission of the Company, or as to the Workmanship of any Works hereby required to be done by the Company with reference to the said Bridge or the retaining Walls thereof or the Approaches thereto, such Dispute shall be referred to the Determination of such Umpire, being a Civil Engineer, as the Engineer of the Company and the Bridge Master shall agree upon; and in case the Engineer of the Company and the said Bridge Master cannot agree in the Appointment of an Umpire, or in case either of the said Parties shall for the Space of Fourteen Days after being thereunto required in Writing by the other of them refuse or neglect to join in appointing an Umpire, then and in every such Case either of the said Parties shall be at liberty, upon giving Fourteen Days previous Notice in Writing to the other of them, to apply to the Recorder of the City of *Chester*, who is hereby authorized and required to name and appoint some competent Person, being a Civil Engineer, to be such Umpire, and the Decision of such Umpire on all Questions in dispute submitted to him shall be final and acquiesced in by all Parties.

Works to Bridge to be executed by the Company in a substantial Manner.

VIII. And be it enacted, That all the Works, Matters, and Things, either by way of Addition, Alteration, Repair, or otherwise, which the Company are hereby required to do and execute with reference to the said Bridge or the retaining Walls thereof or the Approaches thereto, shall be respectively done and executed by the Company in a substantial and workmanlike Manner; and the Company shall, Ten Days at least before they shall commence any of the same Works hereby required to be done by them upon or in relation to the said Bridge or the retaining Walls thereof or the Approaches thereto, give to the Bridge Master for the Time being of the County of *Chester* Notice in Writing (either by delivering the same to him personally, or by leaving the same at his usual Place of Abode,) of the Day and Time at which such Works are proposed to be commenced.

Expence of Works to Goit Bridge to be paid by

IX. And be it enacted, That all the Costs, Charges, and Expences of the several Works, Matters, and Things by this Act authorized or required to be done and executed by the Company with reference to

to the said Bridge, or the retaining Walls thereof, and the Approaches thereto, and in anywise incident thereto, shall be paid and discharged by the said Company; and all the Costs, Charges and Expences of and incident to any Reference to any Umpire as aforesaid, or to any Application to the Recorder of *Chester* to appoint an Umpire, shall be paid and discharged in such Way as the said Umpire shall appoint. the Company.

X. And whereas it is intended that the said Railway shall be carried across the *Manchester and Buxton* Turnpike Road, and that Alterations shall be made in the Line of the said Road at certain Points in the Township of *Disley Stanley* in the Parish of *Stockport*, and in the Township of *Yeardsley-cum-Whaley* in the Parish of *Taxall;* be it enacted, That such Crossings shall be effected by means of Bridges, and that in the Case of the Railway passing over the said Turnpike Road, or any Diversion thereof, there shall be a clear Carriage Road or Way left under such Bridges, of at least Twelve Yards in Width on the Square, and a Footpath or Footpaths at the Side or Sides of the said Roadway, of together at least Six Feet in Width, making the Breadth of the said Road on the Square Forty-two Feet in the gross, such Footpath or Footpaths, if the said Railway Company shall so determine, being separated from the said Carriage-way, but the Pillars or other Mode of separating the same not being included in such Breadth of Forty-two Feet; and in the Case of the Railway passing under the said Road, the said Bridges shall be so constructed as not to curtail the present Width of the said Turnpike Road within the Walls thereof at the Place or Places of crossing the same; and the Parapets and Fences on each Side of the said Bridges shall not be less than Six Feet in Height from the Level of the Rails of the said Railway on such Bridges as pass over the said Road, or any Diversion thereof, or Six Feet above the Level of the Carriage Road, on such of the said Bridges as pass under the said Road. Regulating the Mode of carrying the Railway over and under the Manchester and Buxton Turnpike Road.

XI. And be it enacted, That the said *Manchester and Buxton* Turnpike Road, when so diverted or altered as aforesaid, shall be made and formed of the full Width of Forty-two Feet on the Square, and no Part of the said Road, when so diverted or altered, or of the Junctions of such Diversions or Alterations with the present Line of the said Road, shall be of a less Radius than Seventy-seven Yards, except at the crossing of the Diversions of the said Turnpike Road in the Township of *Yeardsley-cum-Whaley*, where the said Railway Company shall be at liberty to make the said Diversion on the Easterly Side of the said intended Railway of a Radius of not less than Fifty Yards; and the Gradients of the said Road, when so diverted or altered as aforesaid, shall not be greater than One Foot in Height for every Forty Feet in Length; and the said Diversion or Alteration, and the Fences thereof, shall be made and formed, and for One Year after the Completion thereof maintained and kept in good Order, Repair, and Condition, by the said Company, to the Satisfaction of the Surveyor for the Time being of the said Turnpike Road. As to Diversions of the Manchester and Buxton Turnpike Road.

XII. And be it enacted, That the said Company shall and they are hereby required from Time to Time, and at all Times for ever hereafter, to maintain and keep in good, safe, and sufficient Order, Repair, Company to keep Bridges, &c. in repair.

Repair, and Condition, the said several Bridges over and under the said Turnpike Road, and the supporting or Wing Walls, and the Side Walls supporting the Approaches to the said Bridges and Diversions, and all the retaining or supporting Walls and Slopes of Embankments and Cuttings to be made, formed, or constructed by the said Company, on either Side of the said Turnpike Road, wherever the said Company shall as aforesaid divert, alter, or interfere with the said Turnpike Road.

For making Drains at the Crossings of the Manchester and Buxton Turnpike Road.

XIII. And be it enacted, That the said Company shall and they are hereby required to make and form, at each of the several Points or Places where the said Railway crosses the said *Manchester and Buxton* Turnpike Road, such and so many main or other Drains, Sewers, Culverts, or Watercourses, and of sufficient Capacity and Extent, well and effectually to drain and carry off the Water from the said Turnpike Road, such Drains, Sewers, Culverts, and Watercourses to be made and formed in such Number and such Places and of such Capacity and in such Mode and Manner as shall be agreed on between the said Company and the Trustees of the said *Manchester and Buxton* Turnpike Road, and to be from Time to Time and at all Times for ever hereafter kept open, cleansed, and maintained in good and sufficient Order, Repair, and Condition by the said Company; and in case any Dispute or Difference shall arise between the said Company and the said Trustees as to the Number, Place, or Capacity, or the Mode or Manner of laying, making, or constructing the said Drains, Sewers, Culverts, or Watercourses, or as to the keeping open, cleansing, or Maintenance of the same, or as to any other Matter or Thing respecting the same, then and in every such Case the same shall be referred to Arbitration.

As to the Erection of Screens near Turnpike Road.

XIV. And be it enacted, That the said Company shall and they are hereby required, wherever the centre Line of the said Railway approaches the said *Manchester and Buxton* Turnpike Road within Forty Yards, to make and form and for ever thereafter maintain, either at the Side of the said Turnpike Road or at the Side of the said Railway, such and so many Works in the Nature of Screens as shall be by the said Trustees of the said Turnpike Road found necessary for the due Protection of the Public, such Screens to be made of such Height as shall be agreed on between the said Company and the said Trustees; and if any Dispute or Difference shall arise between the said Company and the said Trustees with respect to the Height, Form, or Maintenance of such Screens, then and in every such Case the same shall be referred to Arbitration.

For the Protection of the Manchester and Buxton Turnpike Road.

XV. And whereas at several Points of the Townships of *Disley Stanley* and *Yeardsley-cum-Whaley* the intended Railway approaches to the said Turnpike Road, and is at such Points at a much lower Level than the said Road; be it enacted, That in case the said Road shall slip, sink in, or be in any other Manner injured by reason of the Construction of the said Railway, either during the Construction thereof or at any Time thereafter, then and in every such Case the said Company shall restore and make good the said Road and the Fences thereof to an equal State and Condition to that in which the

same was before such Slip, Sinking-in, or other Injury, and shall make and for ever afterwards maintain and keep in repair all such Embankments, retaining or other Walls, or Works as may be necessary to prevent the Recurrence of such Slips, Sinkings-in, or other Injury; and in case any of the said Slips, Sinkings-in, or other Injuries shall occasion the Stoppage of the Traffic of Carriages, Cattle, or Passengers on the said Road, and no sufficient Road shall be substituted by the said Company, then and in every such Case the said Company shall forfeit and pay to the Treasurer for the Time being of the said Road the Sum of Ten Pounds for each and every Day during which the said Traffic shall be so stopped, to be applied towards the same Purposes to which the Tolls collected on the said Road are applicable.

Saving Rights of Owners of Macclesfield Canal.

XVI. And whereas the said Line of Railway is intended to pass under the *Macclesfield* Canal, and it is expedient to provide against any Obstructions being occasioned thereby to the free Navigation of the said Canal; be it therefore enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, and Authorities vested in the *Manchester, Sheffield, and Lincolnshire* Railway Company, as Owners of the *Macclesfield* Canal, or in anywise relating thereto, or authorize or empower the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company (otherwise than is mentioned in the Two Clauses next herein-after contained or either of them) permanently to alter the Line or Level of the said Canal or Towing Path thereto or any Part thereof, or obstruct the Navigation of the said Canal or any Part thereof, or divert any of the Waters therein, or which now supply the said Canal, or injure any of the Works of the said Canal, without the Consent in Writing of the said *Manchester, Sheffield, and Lincolnshire* Railway Company under their Common Seal first had and obtained.

As to the Construction of certain Works in crossing the Macclesfield Canal.

XVII. And be it enacted, That in the Formation of the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway the same shall be carried under the said *Macclesfield* Canal by means of a Tunnel or Aqueduct underneath the said Canal, and the said last-named Railway Company shall and they are hereby required at their own Expence to erect, build, and for ever after maintain in repair such Tunnel or Aqueduct with good, firm, and substantial Materials, and in a firm and substantial Manner; and for such Purpose it shall be lawful for the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company, temporarily and during the Formation of such Tunnel or Aqueduct, and at the like Expence, to divert or alter the Course of the said Canal, but in such Manner only as shall leave a clear Waterway of not less than Sixteen Feet in Width, and a clear Towing Path of not less than Five Feet in Width, unless such Diversion or Contraction shall be effected by means of a Trough with perpendicular Sides, in which Case a clear Waterway shall be left of Seven Feet Six Inches in Width, with a Towing Path of Five Feet in Width; and the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company shall and they are hereby required, at the like Expence, within Three Calendar Months after the Completion of

of the said Tunnel or Aqueduct, to re-divert and restore the said Canal, so that the same shall thenceforth pass permanently in its present Line and Direction.

If Macclesfield Canal is obstructed by Works of the Railway Company to make good the Damage.

XVIII. And be it enacted, That if in the Execution of any of the Works by this Act authorized to be made, or by reason of any Act or Omission of the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company, their Agents, Servants, or Workmen, or if by reason or in consequence of any of the said Works when made, the said *Macclesfield* Canal or the Towing Path thereof shall at any Time be so obstructed or impeded as that Boats, Barges, or other Vessels using the same cannot conveniently pass along the same, then and in either of such Cases it shall and may be lawful for the said *Manchester, Sheffield, and Lincolnshire* Railway Company, at the Costs and Charges of the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company, to remove, take, and put away such Obstructions or Impediments as aforesaid, and to make good all Damages or Injury done to the said Navigation thereby, and that the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company shall pay to the said *Manchester, Sheffield, and Lincolnshire* Railway Company, as or by way of ascertained Damages, all Costs and Charges to be incurred as aforesaid, and also the Sum of Five Pounds for every Hour during which any such Obstruction or Impediment shall continue; provided always, that if such Obstruction or Impediment shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of any of the Servants of or Persons employed by the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company, then and in every such Case the said last-mentioned Railway Company shall pay to the said *Manchester, Sheffield, and Lincolnshire* Railway Company the Sum of Ten Pounds for every Hour during which the Obstruction or Impediment shall continue, to be computed from the Commencement of such Obstruction or Impediment, as or by way of ascertained Damages; and in default of Payment of such Costs and Charges, and of such Sum or Sums, as the Case may be, on Demand made of or from the Secretary of the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company, such Demand being made in Writing, and fully and accurately stating the Particulars thereof, any Two or more of Her Majesty's Justices of the Peace shall and they are hereby required, on Application by the said *Manchester, Sheffield, and Lincolnshire* Railway Company, or their Clerks or Clerk, or other Person authorized by them (Notice of such Application having been previously given to the Secretary of the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company), by or on behalf of the said *Manchester, Sheffield, and Lincolnshire* Railway Company, by Warrant under the Hands and Seals of the said Justices, to cause the Amount thereof to be levied by Distress and Sale of the Goods and Chattels of the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company, and to be paid to the said *Manchester, Sheffield, and Lincolnshire* Railway Company, their Agents or Clerks, rendering the Overplus (if any) upon Demand, after deducting the reasonable Charges of making such Distress and Sale, to the said *Manchester, Buxton,*

Buxton, Matlock, and Midlands Junction Railway Company; or the said *Manchester, Sheffield, and Lincolnshire* Railway Company may sue for and recover the same, together with full Costs of Suit, against the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company, by Action of Debt or on the Case in any of Her Majesty's Courts at *Westminster*; and the said last-mentioned Railway Company shall also make such Compensation to all other Parties navigating on the said Canal for all Loss or Injury which they may sustain by the Obstruction or Delay occasioned by such Interruption or Stoppage as aforesaid, to be recovered in like Manner.

Saving the Rights of Peak Forest Canal.

XIX. And whereas the said Line of Railway is intended to be made near to the *Peak Forest* Canal in the Township of *Disley Stanley* in the Parish of *Stockport*, and at various other Places from thence to the Termination of the said Canal near *Whaley*, and the said Line of Railway is also intended to be carried near to the Embankments, Reservoirs, Brooks, Feeders, and other Works belonging to the said Canal or communicating therewith, and through and along a Portion of the Reservoir called *Todd's Brook* Reservoir, belonging to the said Canal, and over the Brooks and Feeders communicating with the said Reservoir; and it is expedient to provide against Injury or Obstruction being occasioned by means of the said Line of Railway to the said Canal or the Works thereof or any Part thereof, or to the said Reservoir and the Brooks and Feeders before mentioned respectively, and for that Purpose it is desirable the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company should be restricted from altering the Course of the said Canal, and from taking or using any Portion thereof, and from altering the Line of the said last-mentioned Railway to the Extent herein-after mentioned; be it therefore enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the *Manchester, Sheffield, and Lincolnshire* Railway Company, as Owners of the said *Peak Forest* Canal, or authorize or empower the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company to alter the Line or Level of the said *Peak Forest* Canal, or of the Towing Path thereto, or any Part thereof respectively, or to cross over or under the same, or in any Manner permanently to obstruct or impede the Navigation of the said Canal or any Part thereof, or to divert, intersect, or cut off, take, use, or diminish any of the Waters therein, or which may be taken for the Use of or which supply the said Canal or the said Reservoir, without first providing a sufficient Supply instead thereof, or take or use any of the Lands, Works, or Buildings appertaining to the said *Peak Forest* Canal, or belonging to the said *Manchester, Sheffield, and Lincolnshire* Railway Company, as Owners thereof, except as is herein-after expressly provided.

Penalty for obstructing the Navigation of the Peak Forest Canal.

XX. And be it enacted, That if in the Execution of the Works by this Act authorized to be made, or by reason of any Act or Omission of the said Railway Company, their Agents, Servants, and Workmen, the said *Peak Forest* Canal and Works or any Part thereof shall be taken, used, or interfered with further than is lastly herein-before

provided for, or if by reason or in consequence of any of the said Works, when made or making, the said *Peak Forest* Canal, or the Towing Path thereof, shall at any Time be so obstructed as that Boats, Barges, or other Vessels using the same shall be impeded in their Passage, or shall not be able to pass along the same, or if any Damage shall be done to the said Canal or any Part of its Works, or if the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company shall make such Deviation in the Line of their said Railway as herein-before provided against, or if the said Reservoir and Works shall be anyway damaged by the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company, then and in any of such Cases it shall and may be lawful for the said *Manchester, Sheffield, and Lincolnshire* Railway Company, at the Costs and Charges of the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company, to remove, take, and put away such Obstruction or Impediment as aforesaid, and to prevent any such Interference as aforesaid, and to prevent any further injurious Interference therewith, and to make good all Damage or Injury done to the said Navigation and Reservoir thereby, and that the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company shall pay to the said *Manchester, Sheffield, and Lincolnshire* Railway Company, as or by way of ascertained Damages, all Costs and Charges to be incurred as aforesaid, and also the Sum of Five Pounds for every Hour during which any such Obstruction, Impediment, or Interference shall continue; provided always, that if such Obstruction, Interference, or Impediment shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of any of the Servants of or Persons employed by the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company, then and in every such Case the said last-mentioned Railway Company shall pay to the said *Manchester, Sheffield, and Lincolnshire* Railway Company the Sum of Ten Pounds for every Hour during which the Obstruction shall continue, to be computed from the Commencement of such Obstruction, Interference, or Impediment, as or by way of ascertained Damages; and in default of Payment of such Costs and Charges, or of such Sum or Sums of Money, as the Case may be, on Demand made of or from the Secretary of the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company, such Demand being made in Writing, and fully and accurately stating the Particulars thereof, any Two or more of Her Majesty's Justices of the Peace shall and they are hereby required, on Application by the said *Manchester, Sheffield, and Lincolnshire* Railway Company, or their Clerk or Clerks, or other Persons authorized by them, Seven Days Notice of such Application having been previously given to the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company, by or on behalf of the said *Manchester, Sheffield, and Lincolnshire* Railway Company, by Warrant under the Hands and Seals of the said Justices, to cause the Amount thereof to be levied by Distress and Sale of Goods and Chattels of the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company, and to be paid to the said *Manchester, Sheffield, and Lincolnshire* Railway Company, their Agent or Clerk, rendering the Overplus (if any) upon Demand, after deducting the reasonable Charges of making such Distress and Sale, to the

the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company; or the said *Manchester, Sheffield, and Lincolnshire* Railway Company may sue for and recover the same, together with full Costs of Suit, against the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company, by Action of Debt or on the Case in any of Her Majesty's Courts at *Westminster;* and the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company shall also make Compensation to all other Parties navigating on the said Canal for all Loss or Injury which they may sustain by the Obstruction occasioned by such Interruption or Stoppage as aforesaid, to be recovered in like Manner.

For Protection of the Peak Forest Canal.

XXI. And be it enacted, That if in making and forming the said Line of Railway the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company shall make any Deviation or Alteration from the said Line of Railway, as laid down on the Maps or Plans deposited with the Clerks of the Peace of the Counties of *Chester* and *Derby* respectively, so as to carry the same nearer to the said Canal, whereby or by reason whereof the said Canal and Works, or any Part thereof, may be obstructed, interfered with, or affected, the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company shall construct and for ever maintain good and sufficient Walls and other Works, to the Satisfaction of the Engineer in Chief of the *Manchester, Sheffield, and Lincolnshire* Railway Company, for the Protection and Security of the said Canal, and the Banks and Towing Paths and other the Works thereof.

Regulating the Construction of the Railway along Todd's Brook Reservoir in the Direction of the said Reservoir.

XXII. And be it enacted, That in making and forming the Line of Railway between Eight Miles Four Furlongs and Eight Miles Six Furlongs in the Township of *Taxal*, which is laid down in the said Maps and Plans deposited as last aforesaid as crossing through or near the said *Todd's Brook* Reservoir, no Deviation shall be made so that the Centre of such Line of Railway shall be formed to the Westward of the Parliamentary Line thereof as laid down on the said Plans, and that firm and substantial Archways, Tunnels, or Passages of Brick, Stone, or Iron shall be formed and constructed, by and at the Expence of the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company, across and under the said Lines of Railway, or such of them as cross the Brooks, Feeders, and Drains communicating or connected with the said Reservoir or Canal, in such Manner and so as that the same Archways, Tunnels, or Passages shall respectively form a free, open, and direct Communication for the Brooks, Feeders, and Drains communicating or connected with the said *Todd's Brook* Reservoir, and the free Flow and Passage of Water, as well ordinary as Flood Water, along the same shall not be lessened or injuriously interfered with; and the said last-mentioned Archways, Tunnels, or Passages shall be respectively of such Form, Height, and Dimensions, and in such Manner, as shall be approved of by the principal Engineer for the Time being of the said *Manchester, Sheffield, and Lincolnshire* Railway Company, and shall be respectively constructed to the Satisfaction of the said principal Engineer.

XXIII. And

Company to have Power to divert Brooks, but the same Supply of Water to be retained for Reservoir.

XXIII. And be it enacted, That in all Cases where the Line of the said Railway is intended to pass over any Brook, Stream, Drain, Watercourse communicating with the said *Peak Forest* Canal, or over any Feeder of the said Canal or Reservoir, the said Line of Railway shall be carried over the same respectively by means of Archways, Tunnels, Culverts, Drains, or other Passages to be constructed, formed, and made at the Expence of the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company, and to the Satisfaction in all Things of the principal or resident Engineer for the Time being of the said *Manchester, Sheffield, and Lincolnshire* Railway Company, of such Dimensions and so as at all Times to allow the free, clear, and uninterrupted Passage through and along the same of as well the Waters ordinarily flowing through the said Brooks, Streams, Drains, Watercourses, and Feeders, as of Flood Water; or the said *Manchester, Buxton, Matlock, and Midland Junction* Railway Company shall be at liberty, with the Consent of the said principal or resident Engineer of the said *Manchester, Sheffield, and Lincolnshire* Railway Company, to divert any such Brook, Stream, Drain, Watercourse, or Feeder so and in such Manner that the said Waters shall at all Times have such free, clear, and uninterrupted Passage as herein-before provided, every such Diversion nevertheless to be made to the reasonable Satisfaction of the said principal or resident Engineer of the said *Manchester, Sheffield, and Lincolnshire* Railway Company.

Compulsory Purchase of Lands limited.

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

Period for Completion of Works.

XXV. And be it enacted, That after the Expiration of Seven Years from the passing of this Act all the Powers hereby granted to the Company for making and executing the said Railways and Works respectively or otherwise in relation thereto shall cease to be exercised, except as to so much of the same Works as shall then be completed.

Power to cross certain Roads on a Level.

XXVI. And be it enacted, That it shall be lawful for the Company to construct the said Railways across and on the Level of the following Roads numbered on the Plans deposited as herein-before mentioned, as follows; (that is to say,)

In the Township of *Norbury* the Road numbered 1:
In the Township of *Yeardsley-cum-Whaley* the Roads numbered 5 and 78:
In the Township of *Taxall* the Road numbered 41:
In the Township of *Darley* the Road numbered 79.

Company to erect a Station or Lodge at the Points of crossing, and to abide by the Regu-

XXVII. And be it enacted, That for the greater Convenience and Security of the Public the Company shall erect and permanently maintain either a Station or Lodge at the Points where the said Railway crosses the before-mentioned Roads on the Level, and the said Company shall be subject to and shall abide by all such Rules

and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Commissioners of Railways; and if the said Company shall fail to erect or at all Times maintain any such Station or Lodge, or appoint a proper Person to watch or superintend the Crossing at any such Point or Station, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

lations of the Commissioners of Railways.

XXVIII. And be it enacted, That, as regards the Roads numbered as herein-after mentioned on the said Plans and Books of Reference deposited as aforesaid, it shall be lawful for the Company to make the Rates of Inclination of such Roads respectively when altered, as follows; that is to say,

Inclination of certain Roads.

Description.	No.	Township.	Parish.	Inclination.
A Public Highway -	211	Disley Stanley - -	Stockport -	1 in 15, 1 in 8, and 1 in 10.
„ Road - - -	5	Yeardsley-cum-Whaley	Taxall -	1 in 13 and 1 in 30.
„ Turnpike Road -	23	Taxall - - -	Taxall -	1 in 30 and 1 in 10.
„ Public Road -	205	Taxall - - -	Taxall -	1 in 26.
„ Public Road -	52	Wormhill - - -	Tideswell -	1 in 30 and 1 in 12.
„ Turnpike Road -	85	Darley - - -	Darley -	1 in 20 and 1 in 32.
„ Turnpike Road -	42	- - - -	Matlock -	1 in 13.
„ Public Highway -	80	- - - -	Matlock -	1 in 13¾.

XXIX. And be it enacted, That the Company may, subject to the Provisions in the recited Act and in the several Acts incorporated therewith and in this Act contained, lawfully demand and receive in respect of the said Lines of Railway hereby authorized to be made, in all respects, the same Amount of Rates, Tolls, or other Charges as by the recited Act the Company are authorized to demand and receive in respect of the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway; and all Provisions and Regulations in the recited Act and the several Acts incorporated therewith contained relative to the Imposition, Collection, and Recovery of Tolls, and other Powers relating thereto, shall extend and be applicable to the Tolls to be levied by virtue of this Act.

Company to take same Tolls as on the Main Line.

XXX. And whereas the Formation of the Railway by this and the said recited Act authorized to be made will be beneficial to the *Manchester, Sheffield, and Lincolnshire* Railway Company; be it therefore enacted, That it shall be lawful for the said *Manchester, Sheffield, and Lincolnshire* Railway Company to subscribe towards and become Shareholders in the Undertaking by this and the said recited Act authorized to any Extent not exceeding Fifty thousand Pounds.

Power for the Manchester, Sheffield and Lincolnshire Railway Company to subscribe towards the Undertaking;

XXXI. And be it enacted, That for such Purpose it shall be lawful for the said *Manchester, Sheffield, and Lincolnshire* Railway Company to raise all or any Part of the Money authorized to be subscribed by them as aforesaid by the Creation of new Shares or Stock in the Under-

and for that Purpose to raise the requisite Funds by

Creation of new Shares.

Undertaking of the said last-mentioned Company of such Amount and under such Conditions, and as to the Right of voting and other Privileges to be conferred on the Holders of such Shares or Stock, as the said last-mentioned Company at any Special General Meeting of the Proprietors thereof respectively to be convened for the Purpose shall determine; or it shall be lawful for the said last-mentioned Company, if they think fit, to raise the Sum agreed to be subscribed by them or any Portion thereof by Mortgage of their Undertaking, in like Manner and subject to the same Provisions as the said last-mentioned Company by all or any of the Acts relating to their Undertakings is authorized to raise Money by Mortgage on the Credit thereof: Provided always, that the said Company shall not by such Means increase the Amount which may be owing at any One Time on Mortgage of their said Undertaking beyond the Proportion of One Third of their then existing Capital, nor shall raise any Money by Mortgage until the Capital authorized by this Act shall be subscribed and One Half thereof paid up.

Interest not to be paid by Manchester, Sheffield, and Lincolnshire Railway Company on Calls paid up in respect of this Act.

XXXII. Provided always, and be it enacted, That it shall not be lawful for the said *Manchester, Sheffield, and Lincolnshire* Railway Company, out of any Money by this Act or any other Act relating to the same Railway Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital of Fifty thousand Pounds by this Act authorized to be raised by the said *Manchester, Sheffield, and Lincolnshire* Railway Company: Provided always, that nothing herein-before contained shall be deemed to prevent the same Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in the Companies Clauses Consolidation Act, 1845, in that Behalf contained.

Subscribing Company may appoint some Person to vote.

XXXIII. And be it enacted, That it shall be lawful for the said last-mentioned Company from Time to Time to nominate and appoint some One Person (whether a Shareholder or not in the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company), under their Seal, or under the Hand of the Chairman for the Time being of the Directors of such *Manchester, Sheffield, and Lincolnshire* Railway Company, to vote on their behalf at any Meeting of the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company, and such Person so appointed shall have the same Right of voting at such Meeting as the Company by whom he may have been appointed.

Appointment of Nominee to be transmitted to the Secretary.

XXXIV. And be it enacted, That every Instrument of Appointment of such Nominee shall be delivered or transmitted to the Secretary of the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company Three clear Days at least before the Time appointed for holding the Meeting at which the Right of voting thereby delegated is to be exercised.

XXXV. And

Subscribing Company empowered to appoint One of their Members to be a Director.

XXXV. And be it enacted, That it shall be lawful for the Directors of the said *Manchester, Sheffield, and Lincolnshire* Railway Company, if and so long as they shall hold the Number of Shares in the Undertaking for which they are hereby authorized to subscribe, to nominate One of their Members, whether a Shareholder or not in the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company, to be a Director of the said last-mentioned Company, and from Time to Time to appoint another in the Stead of any Director so appointed who may die or resign his Office, or become incapable of acting, or disqualified by ceasing to be a Director of the said *Manchester, Sheffield, and Lincolnshire* Railway Company, and such Director shall retire from Office at the Time or Times by the said recited Act appointed for the Retirement and Change of the other Directors of the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company, and the Director so retiring shall be re-eligible forthwith or in any subsequent Year, whilst he shall remain a Director of the said *Manchester, Sheffield, and Lincolnshire* Railway Company, and in all other respects such Director shall have the same Powers and be subject to the same Provisions and Regulations as the other Directors of the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company: Provided always, that in case no such Nomination shall be made by the Directors of the said *Manchester, Sheffield, and Lincolnshire* Railway Company in the Manner and at the Times hereby appointed, the Director theretofore appointed by or on behalf of the said last-mentioned Company who shall be then in Office shall remain in Office until such Time as may be appointed for his Retirement, in the next ensuing Year; and any Appointment of such Director, authenticated by the Common Seal, or by the Signature of the Chairman, of the Directors of the said *Manchester, Sheffield, and Lincolnshire* Railway Company shall, after the Deposit of such Appointment, authenticated as aforesaid, with the Secretary of the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company, entitle the Director therein referred to to act as such without other Proof of the Validity of such Appointment: Provided always, that the said *Manchester, Sheffield, and Lincolnshire* Railway Company, whilst and so long as they shall be entitled to nominate a Director in manner herein-before provided, shall not have any Right to vote in or otherwise influence the Election of any other Directors of the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company.

Acts of Directors to be valid notwithstanding Failure to nominate by subscribing Companies.

XXXVI. And be it enacted, That all Acts of the Directors of the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company done under or in pursuance of the Provisions of this Act or the said recited Act and the Acts incorporated therewith shall be valid although the said *Manchester, Sheffield, and Lincolnshire* Railway Company, or any other Company who may be empowered to appoint Directors or a Director in the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company, shall not for the Time being have respectively made a complete or any Nomination of Directors or a Director according to the Provisions of the said recited Act or this Act, or although at any Time and from any Cause the full

full Number of Directors of the said *Manchester, Buxton, Matlock, and Midlands Junction* Railway Company shall not be complete.

Provisions of 8 & 9 Vict. c. 16. as to Elections to apply to this Act.

XXXVII. And be it enacted, That the several Provisions of the Companies Clauses Consolidation Act, 1845, which relate to the Election, Qualification, Retirement from Office, and Rotation of Directors, shall not apply to the Director to be so appointed by the said *Manchester, Sheffield, and Lincolnshire* Railway Company.

Railway Company to be subject to Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., 7 & 8 Vict. c. 85., and 9 & 10 Vict. cc. 57. & 105.

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

Railways to be subject to Provisions of any future general Act.

XXXIX. And be it enacted, That nothing herein contained shall be deemed or construed to exempt the Railways by this or the said recited Act authorized to be made from the Provisions of any general Act relating to such Acts, or of any general Act relating to Railways, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act.

Expences of Act.

XL. And be it enacted, That all Costs, Charges, and Expences incident to and attending the obtaining and passing this Act shall be paid by the Company out of any Monies already raised or received by them, or out of Monies to arise or be raised by virtue of this Act.

Public Act.

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

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