CHAPTER lxiv.

An Act for authorising the Manchester, Sheffield, and Lincolnshire Railway Company to make a new Branch Railway, for conferring upon them additional powers; and for other purposes. [14th June 1875.] A.D. 1875.

WHEREAS the making and maintaining of the railway herein-after described would be a public and local advantage, and the Manchester, Sheffield, and Lincolnshire Railway Company (herein-after called the Company) are willing, at their own expense, to carry the undertaking into execution, and it is expedient that they be authorised so to do:

And whereas it is expedient that the Company be authorised to enter on, use, and hold the lands herein-after mentioned and shown on the deposited plans referred to in this Act, for the purposes of the works authorised by this Act and for the general purposes of their undertaking:

And whereas it is expedient that the Company be authorised to stop up so much of the footpath running alongside of the Sincil Dyke, in the city of Lincoln, as crosses the Market Rasen Branch of the railway of the Company there, and that the use by the public of that portion of the said footpath be discontinued:

And whereas it is expedient that the Company should be empowered to raise further moneys for the purpose of the railway and the other purposes by this Act authorised, and for the general purposes of their undertaking:

And whereas it is expedient that the times limited by the Manchester, Sheffield, and Lincolnshire Railway Company (Additional Powers) Act, 1872, for the construction of the works authorised by that Act, and for the construction of the works authorised by the Manchester, Sheffield, and Lincolnshire Railway (Additional Powers) Act, 1866, respectively, should be extended:

And whereas it is also expedient that the time limited by the Manchester, Sheffield, and Lincolnshire Railway Company (Addi-

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tional Powers) Act, 1872, for the compulsory purchase of lands for the railways Nos. 1, 5, and 6 by that Act authorised should be extended:

And whereas the objects aforesaid cannot be attained without the authority of Parliament:

And whereas plans and sections describing the line and levels of the railway authorised by this Act, and books of reference to those plans containing the names of the owners or reputed owners, lessees or reputed lessees, and of the occupiers of lands in the line of the proposed work, or within the limits of deviation as defined on the plans, and describing those lands, and plans of other lands by this Act authorised to be taken compulsorily, with like books of reference thereto, have been deposited with the respective clerks of the peace for the counties of Chester and Lancaster, the clerk of the peace for the West Riding of the county of York, and the clerk of the peace for the parts of Lindsey in the county of Lincoln, and which said plans, sections, and books of reference are in this Act referred to as the deposited plans, sections, and books of reference respectively:

May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows; (that is to say,)

Short title.

1. This Act may be cited as The Manchester, Sheffield, and Lincolnshire Railway Act, 1875.

Provisions of certain general Acts incorporated.

2. The following enactments (as far as the same respectively are applicable for the purpose of and not varied by or inconsistent with this Act) are hereby incorporated with this Act; (namely,)

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

The provisions of the Companies Clauses Consolidation Act, 1845, with respect to the matters following; (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 borrowing of money by the Company on mortgage or bond; the conversion of the borrowed money into capital; 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:

The Railways Clauses Consolidation Act, 1845:

Parts I. and II. of the Railways Clauses Act, 1863, relating respectively to the construction of a railway and to extension of time:

Parts I., II., and III. of the Companies Clauses Act, 1863, relating respectively to cancellation and surrender of shares, additional capital, and debenture stock.

Interpretation of terms.

3. In this Act, terms to which meanings are assigned in enactments incorporated with this Act, or which have therein special meanings, have the same respective meanings, and in this Act, and for the purposes of this Act in any enactment incorporated with this Act, the term "court of competent jurisdiction" shall have effect as if the debt or demand with respect to which it is used was a common simple contract debt, and not a debt or demand created by statute, and the term "superior court" shall include any court of competent jurisdiction.

Power to make railway according to deposited plans.

4. 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 railway 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 deposited plans and described in the deposited books of reference as may be required for that purpose. The railway herein-before referred to and authorised by this Act is—

A railway (on the deposited plans and sections called Railway No. 2), 7 furlongs 2 chains or thereabouts in length, commencing by a junction with the railway of the Company in the township and parish of Wath-upon-Dearne, in the West Riding of the county of York, and terminating in the township and parish of Adwick-upon-Dearne, in the West Riding of the county of York, by a junction with the railway authorised by the Midland and North-eastern Railways Act, 1874.

For protection of Midland and North-eastern Railway Companies.

5. The powers by this Act conferred upon the Company with respect to the railway by this Act authorised shall be exercised only subject to and in accordance with the following provisions for the protection of the Midland and North-eastern Railway Companies (herein-after called the two Companies):

1. The junction of the railway by this Act authorised with the railway authorised by the Midland and North-eastern Railways Act, 1874, (herein-after referred to as the Swinton

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and Knottingley Railway,) shall be made at such point, in such manner, and with such connecting lines of approach as shall be approved by the engineer of that railway; and the provisions of Part I. of the Railways Clauses Act, 1863, relating to the junctions, shall be deemed to apply to that junction as fully and effectually as if the Swinton and Knottingley Railway were now completed, and shall also apply to the said connecting lines:

2. The Company shall not purchase or take compulsorily any lands belonging to the two Companies, or any lands which they are empowered to acquire, and which may be required for the construction of or for purposes connected with the Swinton and Knottingley Railway, but the Company may purchase and acquire from the two Companies, and those Companies may and shall sell and grant accordingly, an easement or right of constructing and maintaining the railway by this Act authorised on and over the said lands in accordance with the provisions of this Act:

3. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the rights, privileges, powers, or authorities vested in or exerciseable by the two Companies in respect of the Swinton and Knottingley Railway.

For the protection of the Midland Railway Company.

6. The powers of this Act with respect to the purchase and acquisition of lands otherwise than by agreement, for the purposes of the railway by this Act authorised, and with respect to the making and maintaining of that railway, shall, unless with the previous consent of the Midland Railway Company (herein-after called the "Midland Company") in writing under their common seal, be exercised only subject to and in accordance with the following provisions:

(1.) The Company shall not, without in every case the previous consent of the Midland Company in writing under their common seal, take, use, enter upon, or interfere with any land, railway, siding, or other work from time to time belonging to that Company, except only so far as shall be necessary for the purpose of making and maintaining the railway by this Act authorised as the same is according to this Act to be constructed:

(2.) With respect to any land of the Midland Company which the Company is by this Act authorised 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 Midland 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:

(3.) The works necessary for carrying the railway by this Act authorised under the Midland Railway shall be so constructed as to admit of that railway being widened to four lines of rails:

(4.) The railway by this Act authorised, where the same will be made upon or across, or will otherwise interfere with any railway, siding, or other work belonging to the Midland Company, shall, subject to the foregoing provisions of this enactment, be constructed according to the plans, sections, and specifications to be previously approved by the principal engineer for the time being of the Midland Company, who shall report thereon within one month after the same shall have been submitted to him, and any difference thereon between him and the principal engineer for the time being of the Company shall (subject as aforesaid) be determined by arbitration in the manner herein-after provided:

(5.) The Company shall not in any manner in the execution of any of their works obstruct or interfere with the free, uninterrupted, and safe use of any railway, siding, or other work of the Midland Company, or any traffic thereon:

(6.) The Company shall bear, and on demand pay to the Midland Company, the expense of the employment by that Company during the execution of any work affecting any railway, siding, or other work of that Company of a sufficient number of inspectors, watchmen, and signalmen to be appointed by that Company for watching and signalling the same with reference to and during the execution of any such work of the Company, and for preventing as far as may be all interference, obstruction, danger, and accident from any of the operations or from the acts or defaults of the Company or their contractors, or any person in the employ of the Company or of their contractors with reference thereto or otherwise:

(7.) If by reason of the execution of any of the works or any proceedings of the Company, or the failure of any such works, or any act or omission of the Company or of their contractors, or of any person in the employ of the Company or of their contractors, or otherwise, any railway, siding, or

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other work of the Midland Railway 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 Midland 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 or upon any such railway, siding, or other work of the Midland Company by reason of any of the matters or causes aforesaid, the Company shall pay to that 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 recoverable from the Company in any court of competent jurisdiction:

(8.) The Company shall at all times maintain the bridges, arches, openings, or other works by which their railway is carried across the railways, sidings, or other works of the Midland Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of that Company, and if and whenever the Company fail so to do the Midland 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 such their expenditure shall be repaid to them by the Company, and in default of full payment may be recoverable with full costs by the Midland Company from the Company in any court of competent jurisdiction:

(9.) If any difference shall arise between the Company and the Midland Company as to the true intent and meaning of this enactment or the mode of giving effect thereto, the same shall be from time to time determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act, 1845, with reference to the settlement of disputes by arbitration.

Power to take easements, &c. by agreement.

7. Persons empowered by the Lands Clauses Consolidation Act, 1845, to sell and convey or release lands, may, if they think fit, subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act, 1860, and of this Act, grant to the Company any easement, right, or privilege, not being an easement of water, required for the purposes of this Act, in, over, or affecting any such

lands, and the provisions of the said Act with respect to lands and rentcharges, so far as the same are applicable in this behalf, shall extend and apply to such grants and to such easements, rights, and privileges as aforesaid respectively.

Railway as to tolls and otherwise to form part of the Company's undertaking.

8. The Company may demand and receive for and in respect of the railway hereby authorised the same tolls and charges as they are now empowered to receive in respect of their existing undertaking, and the railway shall in all respects be deemed part of the undertaking of the Company.

Imposing penalty unless railways be opened within the time limited.

9. If the Company fail within the periods respectively limited by this Act to complete the railway authorised by this Act, or to complete the railways the respective times limited for the construction of which are by this Act extended, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the uncompleted railway is completed and open for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the works in respect of which the penalty has been incurred, and the said penalty may be applied for by any landowner or other person claiming to be compensated in respect of the railway in reference to which the penalty has been incurred in accordance with the provisions of the next following section of this Act, or by the Solicitor of Her Majesty's Treasury, and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act, 1854, and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster General on behalf of the Court of Chancery in England in the bank named in such warrant or order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the uncompleted railway by unforeseen accident or circumstances beyond their control; provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing for application of penalty.

10. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or

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otherwise rendered less valuable by the commencement, construction, or abandonment of the railway in respect of which the penalty has been incurred, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property for the purposes of such railway conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Court of Chancery in England thinks fit to order on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the Court, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Power to acquire lands for general purposes.

11. Subject to the provisions of this Act, the Company, in addition to the other lands which they are by this Act authorised to acquire, may from time to time enter upon, take, use, and appropriate to the purposes of their undertaking, all or any of the lands and buildings following delineated on the deposited plans thereof and described in the deposited book of reference relating thereto; (that is to say,)

Certain lands and buildings situate and being in the parishes of Balby with Hexthorpe and Doncaster, or one of them, and the parish of Doncaster, in the West Riding of the county of York, adjoining and lying on the south-east side of the railway of the Company there:

Certain other lands and buildings situate in the parish of Handsworth, in the West Riding of the county of York, on the south side of the railway of the Company there, and near to the Woodhouse Junction Station on that railway:

Certain other lands and buildings situate in the parish of Handsworth aforesaid, adjoining and abutting upon the north side

of the main line of the railway of the Company, and abutting on the west side of the road leading from Woodhouse to Woodhouse Mill:

Certain other lands and buildings situate in the township of Wombwell, in the parish of Darfield, in the West Riding of the county of York, adjoining and on the north-east and south-west sides of the railway of the Company there, and the level crossing at or near the Wombwell Station on that Railway:

Certain other lands and buildings situate in the parish of Penistone, in the West Riding of the county of York, on the south side of the main line of the railway of the Company, and adjoining or near to the Penistone Station on that railway:

Certain other lands and buildings situate in the parish of Penistone aforesaid, adjoining and abutting upon the south side of the main line of the railway of the Company, and on the south-east side of and adjoining the highway from Penistone to Sheffield:

Certain other lands and buildings situate in the township of Openshaw, in the parish of Manchester, in the county of Lancaster, abutting upon the north side of the main line of the railway of the Company, and lying between a certain street or road called Bestwood Street on the east, and Messrs. Shaw, Hossack, and Company's works on the west:

Certain other lands and buildings situate and being in the parishes of St. Mark and St. Mary-le-Wigford, in the city and county of Lincoln, on the southerly side, and adjoining the Lincoln and Market Rasen Branch of the railway of the Company, and abutting upon Pelham Street.

Authorising Company to purchase and George Cornwall Legh to sell lands in scheduled agreement.

12. The Company may purchase, take, and hold for the purposes of and as part of their undertaking the lands mentioned and described in an agreement dated the thirteenth day of April 1875, and scheduled to this Act, and George Cornwall Legh may sell and convey such lands on the terms and conditions in that agreement mentioned and contained, which agreement is hereby confirmed and made binding on the parties thereto.

Power to apply corporate funds.

13. The Company may apply for the purposes of this Act any money which they are for the time being authorised to raise

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independently of this Act, and which is not required for the purposes for which the same was authorised to be raised.

Power to raise additional share capital.

14. In addition to such share capital as the Company are for the time being independently of this Act authorised to raise, they may from time to time raise such additional capital as they think requisite for the purposes of this Act, not exceeding the sum of one hundred thousand pounds, and for the general purposes of their undertaking a further sum not exceeding one hundred thousand pounds.

Mode of raising additional capital.

15. The additional share capital by this Act authorised to be raised by the Company shall be raised by the creation of new shares or new stock, ordinary or preference, or partly ordinary and partly preference, as the Company from time to time think fit.

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

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

No share to be issued until one fifth part paid.

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

Power to borrow.

18. The Company may, in respect of the additional capital of two hundred thousand pounds which they are by this Act authorised to raise, from time to time borrow on mortgage any sum not exceeding in the whole sixty-six thousand pounds; but no part of any such sum of sixty-six thousand pounds shall be borrowed until shares for so much of the portion of the said additional capital as is to be raised by means of shares are issued and accepted, and one half of such portion of capital is paid up, and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act, 1845, before he so certifies, that shares for the whole of such capital have been issued and accepted, and that one half thereof has been paid up, and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and until stock for one half of so much of the said additional capital as is to be raised by means of stock is fully paid up,

and the Company have proved to such justice as aforesaid, before he so certifies, that such shares or stock, as the case may be, were issued and accepted bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assigns, and also if the said capital is raised by shares, that such persons or corporations, or their executors, administrators, successors, or assigns, are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which certificate shall be sufficient evidence thereof.

Existing mortgages to have priority.

19. All mortgages and bonds granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act, and subsisting at the time of the passing hereof, shall, during the continuance of such mortgages and bonds, and subject to the provisions of the Acts under which such mortgages and bonds were respectively granted, have priority over any mortgages to be granted by virtue of this Act, and nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Repealing provisions of former Acts with respect to appointment of a receiver.

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

Appointment of a receiver.

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

Power to create debenture stock.

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

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Company, and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

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

Land for extraordinary purposes.

24. 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 one acre.

Powers for compulsory purchases limited.

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

Period for completion of railway.

26. The railway authorised by this Act 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 to the Company for executing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall be then completed.

Power to stop up footpath Lincoln.

27. The Company may stop up and discontinue as a public highway so much of the footpath running alongside of the Sincil Dyke, in the parishes of St. Peter at Gowts and St. Mark in the city of Lincoln, as crosses the Market Rasen Branch of the railway of the Company there: Provided always, that before stopping up the said footpath the Company shall at their own expense erect and for ever hereafter maintain, at or near the point where the footpath now crosses the railway, a proper and sufficient bridge for foot passengers over the railway, with all necessary and proper steps and approaches thereto; such bridge to be constructed according to plans to be approved by the mayor, aldermen, and citizens of the city of Lincoln, and in case of any dispute arising on those plans the matter in dispute shall be referred to an engineer to be appointed by the Board of Trade on the application of either party, and his decision shall be final and conclusive.

Extension of time for works under Manchester, Sheffield, and Lincolnshire Railway Act, 1866.

28. The time limited by the Manchester, Sheffield, and Lincolnshire Railway Company (Additional Powers) Act, 1872, for the construction of the works authorised by the Manchester, Sheffield, and Lincolnshire Railway Act, 1866, is hereby extended for a period of three years from the passing of this Act.

Extension of time for purchase of lands under Manchester, Sheffield, and

29. The powers granted to the Company by the Manchester, Sheffield, and Lincolnshire Railway (Additional Powers) Act, 1872, for the compulsory purchase of lands for the purposes of the railways Nos. 1, 5, and 6 by that Act authorised, are hereby extended and

may be exercised by the Company for and during a period of two years from the passing of this Act, and on the expiration of that period these powers shall cease.

Lincolnshire Railway (Additional Powers) Act, 1872.

30. The time limited by the Manchester, Sheffield, and Lincolnshire Railway (Additional Powers) Act, 1872, for the construction of the works authorised by that Act, is hereby extended for a period of three years from the passing of this Act.

Extension of time for works under 35 & 36 Vict. c. clxxviii.

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

Interest not to be paid on calls paid up.

32. The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

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

33. Nothing in this Act contained shall exempt the Company or the railway by this Act authorised 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, authorised by this Act.

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

34. 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.

Expenses of Act.

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THE SCHEDULE.

Articles of Agreement made and entered into the thirteenth day of April one thousand eight hundred and seventy-five, between George Cornwall Legh, of High Legh, in the county of Chester, Esquire (herein-after called the vendor), of the one part, and the Manchester, Sheffield, and Lincolnshire Railway Company (herein-after called the Company) of the other part:

Whereby it is agreed between the said parties as follows:

1. The vendor agrees to sell to the Company, and the Company agree to purchase from the vendor (for an estate in fee simple in possession), all the several parcels of land, rentcharges, and hereditaments specified in the Schedule hereto with the plan to such Schedule annexed, excepting as in the said Schedule excepted, and free from incumbrances, except as in the said Schedule mentioned, in consideration of a perpetual clear yearly rentcharge of £2,160 which is to be limited out of the lands specified in the said Schedule and hereby agreed to be sold to the person or persons for the time being entitled, or who, if the sale and conveyance hereby agreed to be made were not made and executed, would have been entitled, to the rents and profits of the said lands by virtue of the limitations in the will of George John Legh, Esquire, deceased, and is to be secured as well by such powers of distress and entry and re-entry and covenants for payment as are usually inserted in conveyances by the vendor of his lands in Openshaw in consideration of perpetual rentcharge, as also by the remedies provided by the Lands Clauses Consolidation Act, 1845, and the Lands Clauses Consolidation Act Amendment Act, 1860.

2. The possession or the receipt of the rents and profits of the said lands and the receipt of the rentcharges hereby agreed to be sold shall be given to and taken by the Company on or as of the 24th day of June 1875, and the said perpetual yearly rentcharge of £2,160 shall be considered as commencing from that day, and shall be payable by equal half-yearly payments on the 25th day of December and the 24th day of June, the first half-yearly payment becoming payable on the 25th day of December 1875, and that notwithstanding that the completion of the conveyance may not have then taken place.

3. The said rentcharge of £2,160 is to comprise compensation for the entire value of the lands and rentcharges agreed to be sold, and for all damage done to the remaining estate of the vendor occasioned by severance or otherwise in the construction of the works of the Company on the said land, and also compensation for all bridges, arches, roads, or crossings which under the provisions of the Railway Clauses Act, 1845, could or might be required by the vendor to be made for the better enjoyment, protection, or accommodation of his adjoining property.

4. The lands and premises are sold subject to the payment, for the residue of a term of twenty-nine years from the fourth day of December one thousand eight hundred and sixty-five, of a yearly sum to the Local Board of Health for the district of Openshaw for or on account of the construction of a main sewer through the said land, from east to west, and also subject to the claims of tenants

for compensation for acts of husbandry or otherwise, and to all rights of way, water, and other easements (if any) affecting the same, and to such liabilities to make or maintain roads and fences, and other liabilities of the like description, as the premises are or may be subject to, and the Company out of their own moneys shall pay the said yearly sums payable to the said Local Board from the twenty-fourth of June one thousand eight hundred and seventy-five, and keep the vendor always indemnified from the same, and shall also compensate all tenants, lessees, or occupiers of the lands and hereditaments the subject of this agreement for all damage or injury to be occasioned to them in their tenancies and occupations, and shall indemnify the vendor from all claims whatsoever of any tenants, lessees, or occupiers of the said lands and hereditaments or any part thereof, and particularly the Company shall fulfil all the vendor's engagements and liabilities, if any, and whatever the same may be, in respect of the forming, paving, sewering, or otherwise relating to the streets or open spaces marked respectively Clayton Street and North Street and Wellington Street in the said plan to the said Schedule annexed, and shall always keep indemnified the vendor, his heirs, executors, and administrators, from all claims whatsoever of or by any person or persons whomsoever in respect of the said streets or open spaces respectively, or any of them, or any part thereof respectively.

5. The quantities of the land as stated in the Schedule hereto, and all other particulars therein stated, shall be accepted on both sides as correct, and no addition or diminution to or of the said rentcharge of £2,160, nor any other compensation, shall be claimed on either side in respect of any excess or deficiency of quantity or other error or misstatement whatever in the particulars as stated in the said Schedule.

6. The vendor shall furnish when required in writing by the secretary or solicitors of the Company, and at the cost of the Company, an abstract of the vendor's title, commencing with the will of the late George John Legh, Esquire, and a statutory declaration of the vendor's agent, or some other person competently informed, that the lands the subject of sale, and also the lands out of which the rentcharges comprised in the sale are issuing, were the inheritance in fee simple of the said George John Legh at the date of his death, and no earlier or other title or evidence of title shall be required, and the vendor shall incur no expense as to title or otherwise until he shall be required in writing by the secretary or solicitors of the Company so to do, and generally all expenses whatsoever incidental to the sale or the making out of the title or the procuring evidence of title, or the preparation or execution of the conveyance, with the duplicate for the vendor (including the charges of the vendor's solicitors in respect of the preparation and execution of the conveyance and duplicate, both of which are to be prepared by them), shall be borne by the Company.

7. All outstanding legal estates, if any, shall be got in at the expense of the Company, and the fact that a legal estate is outstanding, or any difficulty or impossibility of getting it in, shall not be considered as an objection to the title or a reason for delaying the completion of the purchase.

8. Such of the deeds and documents as relate exclusively to any portion of the premises sold shall be delivered to the Company, and all other deeds and documents shall be retained by the vendor, who shall enter into the usual covenant for production and furnishing copies of the same so long as, but so long

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only as, such deeds and documents are retained by him or are in his custody or control.

9. The Company undertake to obtain at their own expense in all respects a proper statutory sanction or authority enabling the Company to purchase the said lands, rentcharges, and premises hereby agreed to be sold in consideration of such yearly rentcharge as aforesaid, and on the terms of these articles, and to obtain such sanction, if possible, in their Bill for additional powers now pending, and in case from any cause such sanction cannot be obtained in the present session of Parliament, then as soon as possible afterwards, and by such sanction the said rentcharge of £2,160 shall commence to be payable as from the said 24th day of June 1875, and these articles shall be made to take effect in all respects as from the day of the date of the same. And the Company consent to a copy of this agreement being added by way of Schedule to the Bill, and to the insertion of a clause therein confirming the same.

10. The cost of preparing and executing this agreement, and all costs and charges of the vendor's solicitors and surveyor incurred in or about the treaty for the same, or otherwise in connection with or preparation for the same, shall be borne and paid by the Company exclusively.

In witness whereof the said Company have hereunto affixed their common seal, and the said George Cornwall Legh hath hereunto set his hand and seal, the day and year first before written.

Signed, sealed, and delivered by the said George Cornwall Legh in the presence of } G. Cornwall Legh. L.S.

Essex,
Cassiobury, Watford.

The common seal of the Manchester, Sheffield, and Lincolnshire Railway Company was hereunto affixed in the presence of

Ed. Ross,
Secretary.

Common Seal of the Manchester, Sheffield, and Lincolnshire Railway Company.

SCHEDULE.

FIRST PART.

All that plot of land situate in Openshaw, in the parish of Manchester and county of Lancaster, delineated and edged red in the plan hereunto annexed, and containing (inclusive of the areas of the respective plots coloured blue in the said plan) 281,752 square yards (including in the land hereby agreed to be sold the site, so far as lying within the boundary of the same, of certain water sluices or watercourses which convey water from the reservoir herein-after mentioned to the works commonly called the Openshaw Dyeworks, subject to a lease of such water privileges for a term of twenty-one years from the 25th of December 1867, made by indenture of the 13th of February 1868, between the said George Cornwall Legh of the one part, and John Stordy and James Bowers of the other part), but excepting out of the land hereby agreed to be sold the

respective plots coloured blue as aforesaid. And also (by way of assurance and not of exception) the respective perpetual yearly rentcharges following issuing out of such respective excepted plots respectively; namely, (1) The rentcharge of £103 16*s.* limited out of the plot marked as containing 12,456 square yards by an indenture of the 24th of December 1873, between the said George Cornwall Legh of the one part, and Benjamin Massey and Stephen Massey of the other part. (2) The rentcharge of £41 1*s.* 10*d.* limited out of the plot marked as containing 4,931 yards by an indenture of the 4th of October 1872, between the said George Cornwall Legh of the one part, and William Henry Shaw and John Hossack of the other part. (3) The rentcharge of £20 16*s.* 2*d.* limited out of the plot marked as containing 2,497 yards by an indenture of the 22nd of January 1874, between the said George Cornwall Legh of the one part, and Mary Evans of the other part. And (4) the rentcharge of £10 5*s.* limited out of the plot marked as containing 1,230 square yards by an indenture of the 26th of December 1872, between the said George Cornwall Legh of the one part, and William Barlow of the other part: Excepting and always reserving out of these presents and the sale agreed to be made all mines, minerals, delfs, and quarries in or under not only the said land hereby agreed to be sold, but also the said four several plots of land coloured blue, with all liberties and rights of searching for, getting, and taking away the same, but not to open any pit or shaft upon the said lands or any part thereof, and so as not to injure the surface thereof or any buildings now or hereafter to be erected thereon.

SECOND PART.

All that the plot of land the site of the reservoir delineated and edged pink in the said plan hereunto annexed, and in the said plan marked as containing 16,918 square yards, subject (as to so much or such part thereof or such right or title to the water covering the same as is comprised in the said indenture of lease mentioned in the first part of this Schedule) and the said term of twenty-one years thereby granted, but with the benefit of the rent of £100 thereby reserved and of the lessee's covenants therein contained (the whole of which rent is intended to be comprised in the sale to the Company): Excepting and always reserving out of this agreement and the sale agreed to be made all mines, minerals, delfs, and quarries in or under the said plot of land, with all liberties and rights of searching for, getting, and taking away the same, but not to open any pit or shaft upon the said plot of land, and so as not to injure the surface thereof or any buildings or works now or hereafter to be erected thereon.

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