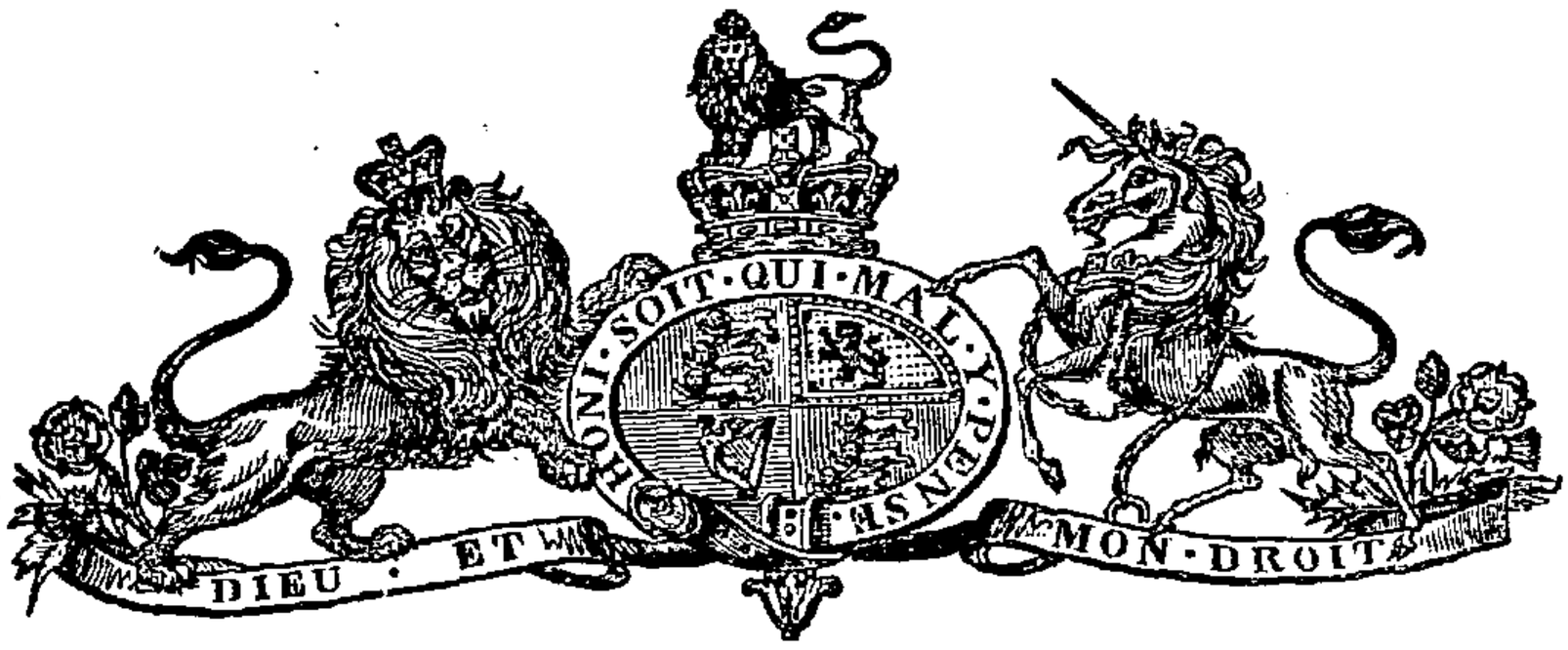


ANNO VICESIMO TERTIO

VICTORIÆ REGINÆ.

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Company of the said intended Railway, and that the said *Manchester, Sheffield, and Lincolnshire* Railway Company should be empowered, if they think fit, to subscribe towards the said Undertaking: And whereas the Objects of this Act cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

8 & 9 Vict. cc. 16. 18. & 20. incorporated.

I. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," shall be incorporated with and form Part of this Act.

Short Title.

II. In citing this Act it shall for all Purposes whatsoever be sufficient to use the Expression "The *Marple, New Mills, and Hayfield Junction* Railway Act, 1860."

Interpretation of Terms.

III. In this Act the Expression "the Company" shall mean the Company incorporated by this Act, and the Expression "the *Manchester* Company" shall mean the *Manchester, Sheffield, and Lincolnshire* Railway Company.

Incorporation of Company.

IV. *Nathaniel Buckley, Thomas Norris, John Bennett, Henry Turner*, and all other Persons and Corporations who have subscribed already or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway and Works herein-after described, with proper Stations, Works, and Conveniences thereto belonging, according to the Provisions of this Act, and for the other Purposes herein and in the said several Acts incorporated herewith contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *Marple, New Mills, and Hayfield Junction* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, within the Restrictions herein and in the said several Acts incorporated herewith contained.

Capital.

V. The Capital of the Company shall be One hundred and fifty thousand Pounds, and the Money to be raised shall be applied only in carrying into execution the Objects and Purposes of this Act.

Number and Amount of Shares.

VI. The Number of Shares into which the said Capital shall be divided shall be Fifteen thousand, and the Amount of each Share shall be Ten Pounds.

VII. Two

Calls.

VII. Two Pounds Ten Shillings *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Seven Pounds Ten Shillings *per* Share shall be the greatest aggregate Amount of Calls that may be made within any One Year, and Three Months at the least shall intervene between each successive Call.

Interest not to be paid on Calls paid up.

VIII. The Company shall not, out of any Monies by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Powers of borrowing, pay Interest or Dividends to any Shareholder on the Amount of Calls made in respect of the Shares held by him in the Capital hereby authorized to be raised: Provided always, that nothing in this Act contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made as shall be in conformity with the Provisions of "The Companies Clauses Consolidation Act, 1845," in relation thereto.

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

IX. The Company shall not, out of any Money by this Act authorized to be raised, pay or deposit any Sum of Money which by any Standing Order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway or execute any other Work or Undertaking.

Power to borrow on Mortgage.

X. The Company may borrow on Mortgage any Sum not exceeding in the whole the Sum of Fifty thousand Pounds; but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of One hundred and fifty thousand Pounds shall have been subscribed for, and One Half Part thereof been actually paid up, and the Company shall 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 all the Capital which the Company are by this Act authorized to raise by the Creation of Shares has been subscribed for *bonâ fide*, and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable; and all Monies so to be borrowed shall be applied for carrying out the Purposes of this Act, and for no other Purpose.

First Ordinary Meeting.

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

Number and Qualification of Directors.

XII. The Number of Directors of the Company shall be Eight, and the Qualification of a Director shall be the Possession in his own Right of One hundred Shares at the least in the Undertaking.

XIII. The

Quorum.

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

First Directors.

XIV. *Nathaniel Buckley*, *Thomas Norris*, *John Chapman*, *Henry Turner*, *John Bennett*, *Henry Lees*, *Samuel Lees*, and *Lawrence Heyworth* shall be the First Directors of the Company.

Power to reduce Number of Directors.

XV. The Company, by the Vote of any Ordinary or Extraordinary Meeting, may reduce the Number of Directors for the Time being, so that the Number of Directors shall at no Time be less than Six, and may also, subject to the Provisions of the several Acts incorporated herewith, determine the Order of Rotation in which such reduced Number of Directors shall go out of Office; and all Acts, Matters, and Things done by or by the Authority of the said Directors, when so reduced in Number, shall be valid.

Newspaper for Advertisements.

XVI. All Advertisements relative to the Affairs of the Company shall be inserted in at least One Paper published in the Counties of *Chester* and *Derby* respectively.

Power to make Railway, &c. according to deposited Plans.

XVII. And whereas Plans showing the Lands which the Company are by this Act authorized to purchase, and showing the Line of the proposed Railway, and Sections showing the Levels of the Railway, and also a Book of Reference to those Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands which under the Powers of this Act may be taken by the Company have been deposited with the Clerks of the Peace for the Counties of *Chester* and *Derby* respectively: Therefore, subject to the Provision in this Act contained, the Company may enter upon, take, and use all or any of the Lands shown on the deposited Plans and described in the deposited Books of Reference, and may make and maintain the said Railway, with all necessary Works, Stations, Approaches, and Conveniences connected therewith, in the Line and upon the Lands delineated on the said Plans and described in the said Books of Reference, and according to the Levels described on the said Sections respectively.

Line of Railway.

XVIII. The Railway by this Act authorized shall commence by a Junction with the *Newton and Compstall* Line of the *Manchester* Company at *Marple* in the Parish of *Stockport* in the County of *Chester*, and terminate at *Hayfield* in the Parish of *Glossop* in the County of *Derby*.

Land for extraordinary Purposes.

XIX. The Company from Time to Time, in addition to the other Lands which they are by this Act authorized to purchase, may by Agreement purchase any Quantity of Land, not exceeding Five Acres, adjoining

adjoining or near to their Railway, for any of the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845."

Powers for compulsory Purchases limited.

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

Limiting Time for Exercise of Powers.

XXI. The Railway shall be completed within Four Years from the passing of this Act, and after the Expiration of that Term all the Powers by this Act granted to the Company for making the Railway and Works hereby authorized, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the same as shall then be completed.

As to Junction with the Manchester, Sheffield, and Lincolnshire Railway.

XXII. Every Communication between the Railway hereby authorized and the Railway of the *Manchester* Company shall be effected in a substantial and workmanlike Manner by means of connexion Rails and Points of the Construction and laid in the Manner most approved from Time to Time, and to the reasonable Satisfaction of the Engineer for the Time being of that Company.

Provision as to Expense of Junction.

XXIII. The Expense of every Communication hereby authorized with the Railway of the *Manchester* Company, and of all necessary Openings in the Rails thereof, and of all other Works which may from Time to Time be requisite for effecting, altering, amending, repairing, and maintaining such Rails and Points, and of watching, regulating, and adjusting the same, and the Passage of the Traffic there, shall be borne and paid by the Company, and all such Communications, Openings, and other Works shall not only be in the first instance made and done but also shall from Time to Time be altered, amended, repaired, and maintained to the reasonable Satisfaction of the Engineer for the Time being of the *Manchester* Company on each Occasion, and in such Manner and Form and by such Ways and Means as shall not in any way prejudice or injure the *Manchester* Company, or (except in so far, if at all, as may be unavoidably necessary for effecting the Communication hereby authorized,) impede, obstruct, or interfere with the free, uninterrupted, and safe Passage along their Railway.

Signals to be erected and maintained, and proper Persons to be provided, to prevent Danger at Points of Junction.

XXIV. The *Manchester* Company may from Time to Time erect, maintain, and alter such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, and other Servants as that Company may deem necessary for the Prevention of Damage to or Detention of or Interference with Traffic at or near the Junction between their Railway and the Railway hereby authorized; and the Working and Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen, and other Servants, shall belong exclusively to the *Manchester* Company; and all

the Costs and Expenses during each Half Year of erecting and maintaining and altering such Signals, Works, and Conveniences, and of employing and paying such Watchmen, Pointsmen, and other Servants, shall at the Expiration of each Half Year be repaid by the Company to the *Manchester* Company on Demand, and in default the Amount may be recovered from the Company in any Court of competent Jurisdiction.

Settlement of Differences.

XXV. If any Difference shall arise between the Company and the *Manchester* Company, or their respective Engineers for the Time being, with respect to the Point at which any such Communication, Openings, and other Works, or any of them, are to be constructed, or the Mode of constructing the same, or with respect to any Alteration, Amendment, Repairs, or Maintenance thereof, or the Watching, Regulation, or Adjustment thereof, or the Passage or Regulation of the Traffic there, or if any other Difference shall arise between the said Engineers or the said Companies with respect to the Expenses payable by the Company under the foregoing Provisions, or with respect to any other Matter in any way relating to or consequent upon the Construction or Use of any such Communication, Openings, and other Works, the Matters in difference shall from Time to Time be decided by Arbitration.

Not to interfere with Works and Property of Manchester Company without Consent.

XXVI. Notwithstanding anything in this Act contained, it shall not be lawful for the Company, or for any other Company or any Persons acting under or in execution of this Act, except only for the Purpose of constructing the Railway and effecting the Communications by this Act authorized, either permanently or temporarily to enter upon, take, or use any of the Lands or Property of the *Manchester* Company, or in any Manner to alter, vary, or interfere with their Railway or any of the Works appertaining thereto, without the Consent of that Company under their Common Seal.

Saving Rights of Manchester Company.

XXVII. Except as is in this Act otherwise expressed, nothing in this Act contained shall prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities of or vested in or belonging to the *Manchester* Company, but all their Rights, Privileges, Powers, and Authorities are hereby expressly saved and reserved.

Concerning the Sale and Working of Mines belonging to the Duchy of Lancaster.

XXVIII. And whereas the Queen's most Excellent Majesty, in right of Her Duchy of *Lancaster*, is entitled, either in possession or subject to Leases granted by the said Duchy, to the Mines, Minerals, and Quarries lying and being in or under Part of the Lands required for the Purposes of this Act, or in the Neighbourhood thereof: Therefore it shall be lawful for the Chancellor and Council of Her Majesty's Duchy of *Lancaster*, either before or after the making of the Railway or any Part thereof, to agree with the Company for the absolute Sale of the said Mines, Minerals, and Quarries, or any Part or Parts thereof, subject nevertheless and without

without Prejudice to the Lease or Leases (if any) for the Time being subsisting thereof, at or for such Price or Consideration in Money, and upon such Terms and Conditions, and with such Reservations, Exceptions, and Restrictions in all respects, as may be agreed upon between the said Chancellor and Council and the Company; and it shall be lawful for the said Chancellor and Council also to enter into any Arrangement or Agreement with the Company concerning the working by Her said Majesty, Her Successors and Assigns, of the said Mines, Minerals, or Quarries, or any of them, or any Part or Parts thereof, whether the same may be in, under, or upon the Line of the Railway or in the Neighbourhood thereof, and the Purchase or Consideration Money for the same Mines, Minerals, or Quarries, or Part or Parts thereof, shall be paid into the Hands of the Receiver General of the Revenues of the said Duchy, and Receipts and Acquittances shall be given by him for the same, and the same either shall and may be invested in the Purchase of Bank Annuities, according to the Powers and Provisions contained or referred to in an Act passed in the Forty-eighth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act to improve the Land Revenue of the Crown in* England *and also of His Majesty's Duchy of* Lancaster, with respect to the Purchase Money to be paid for Property belonging to the Crown within the Survey and Receipt of the said Duchy, under the therein-recited Acts, or the same or any Part thereof may, either without any previous Investment or after such, and either alone or together with any other Monies which shall for the Time being have arisen or shall hereafter arise from the Sale of Lands and Hereditaments, Part of the Possessions of the said Duchy, be laid out according to the Provisions of an Act passed in the Fifty-seventh Year of His said Majesty King *George* the Third, intituled *An Act for ratifying Articles of Agreement entered into by the Right Honourable* Henry Hall *Viscount* Gage *and the Commissioners of His Majesty's Woods and Forests and Land Revenues, and for the better Management and Improvement of the Land Revenues of the Crown,* or the said Monies and also any such other Monies, whether previously invested or not, or any Part thereof respectively, may be laid out in the Purchase of Lands which in the Judgment of the said Chancellor and Council shall be deemed convenient to be held with any Possession of the said Duchy, as the Chancellor and Council for the Time being of the said Duchy shall direct by any Order or Orders in that Behalf, and the said Chancellor and Council shall for the Purposes of this Act have and be entitled to all such Powers and Provisions in reference to the Monies (if any) so invested in Bank Annuities, and so to be laid out and invested as aforesaid, as under or by virtue of the said recited Act of the Fifty-seventh Year of King *George* the Third they are entitled to concerning any Sums or Funds of or belonging to the Duchy of *Lancaster* in the same Act particularly mentioned or referred to; and the Lands and Hereditaments (if any) so purchased on behalf of the said Duchy as aforesaid shall be

conveyed

conveyed and assured to the Use of Her Majesty, Her Heirs and Successors, in right of Her said Duchy of *Lancaster*, and shall vest in Her said Majesty, Her Heirs and Successors, in the same Right and as fully and effectually as the Hereditaments to be conveyed to the Company were vested in Her immediately before such Conveyance, and be held with the like Incidents and be subject to the same Application, to all Intents and Purposes, as the said Hereditaments so to be conveyed to the Company were held by Her immediately before such Conveyance; and every such Conveyance to the Use of Her Majesty, Her Heirs and Successors, may be in the Form in the Schedule to this Act annexed, or as near thereto as may be: Provided always, that nothing in this Act contained shall extend to prevent or hinder Her said Majesty or Her Lessees from working, but, on the contrary, it shall be lawful for Her said Majesty and Her Lessees to work, as well before as after the making of the Railway, any such Mines, Minerals, or Quarries, or any Part or Parts thereof, whether the same shall be situate in, under, or upon the Line of the said Railway or in the Neighbourhood thereof, nor to make Her said Majesty, Her Heirs or Successors, in any way liable for any Damage which may be done to or on the Railway by the working of any such Mines, Minerals, or Quarries, unless the said Chancellor and Council shall have expressly agreed in Writing with the Company that the said Duchy shall become so liable, and then to the Extent (if any) only and in the Manner in such Agreement specified and provided: Provided also, that it shall not be lawful for the Company, by reason of any such Conveyance, to work, get, or use any such Mines, Minerals, or Quarries (except so far as may be necessary in making the Railway) unless they shall in the Conveyance or Assurance thereof be expressly authorized by the said Chancellor and Council so to do, and then to the Extent only which shall be so authorized.

For Enrolment of all Deeds of Conveyance from the Duchy of Lancaster.

XXIX. Every Deed or Writing whereby any Hereditaments, Estate, Right, or Interest shall be conveyed or assured by the said Chancellor and Council of Her said Majesty's Duchy of *Lancaster*, by virtue of the Powers of this Act, being enrolled in the Court of the Duchy Chamber of *Lancaster* within Six Calendar Months from the Date thereof, shall be effectual to vest in the Company the Hereditaments and Premises thereby expressed to be granted, conveyed, or assured, anything contained in the Act passed in the First Year of Her Majesty Queen *Anne*, intituled *An Act for the better Support of Her Majesty's Household and the Honour and Dignity of the Crown*, or in any other Act to the contrary in anywise notwithstanding.

Providing for Construction of Part of Railway, and

XXX. And whereas a Bill was introduced into Parliament in the present Session, intituled *A Bill for making a Railway from the* Stockport, Disley, and Whaley Bridge *Railway in the Parish of* Stockport *and County of* Chester *to* Hayfield *in the County of* Derby, *and for other Purposes*,

of Disley and Hayfield Railway.

Purposes, whereby it is proposed to incorporate a Company, under the Name of "The *Disley and Hayfield* Railway Company," for the Purpose of constructing the Railway in such Bill mentioned: And whereas such Railway is proposed to be constructed near the Town of *Hayfield* in close Proximity to the Railway by this Act authorized, and the *Disley and Hayfield* Railway Company propose to acquire for the Purposes thereof some of the Lands which the Company are by this Act empowered to acquire, and it is expedient that Provision should be made with reference to the Construction of the said Two Railways, and the Acquisition of Lands for the Purposes thereof: Therefore, if the said Bill shall have passed or shall pass into an Act during the present Session of Parliament, so much of the Railway thereby authorized as will be situate between the Property numbered on the deposited Plans relating to that Railway 83 in the Parish of *Glossop* and the Termination of that Railway at or near *Hayfield*, and so much of the Railway by this Act authorized as will be situate between the Property numbered on the deposited Plans 295 in the Township of *Beard* and Parish of *Glossop*, and the Termination of the said Railway at or near *Hayfield*, shall respectively be constructed in such Manner and upon such of the Lands which the Company and the *Disley and Hayfield* Railway Company respectively may be authorized to acquire as shall be settled and determined by the Engineers for the Time being of the respective Companies; and if for the Period of Six Weeks after one of the said Engineers shall have sent to the other of the said Engineers Plans and Sections showing the Mode in which and the Lands upon which he proposes that the said Portion of the Railway for which he is the Engineer shall be constructed the said Engineers fail to agree upon the Matters aforesaid or any of them, then the Matters in difference between them shall be settled and determined by an Arbitrator to be appointed by the Board of Trade, on the Application of either of the Two Companies.

Junction may be made between Railway and Disley and Hayfield Railway.

XXXI. The Company on the one Part, and the *Disley and Hayfield* Railway Company on the other Part, may from Time to Time make and fulfil Contracts for the Purpose of effecting a Junction or Junctions between their respective Railways at such Points as may be mutually agreed upon between their respective Engineers for the Time being; but every such Junction shall be effected in such Manner, and upon such Conditions, and subject to such Regulations, both as regards the Construction thereof and also as regards the Maintenance thereof, and the Signals, Switches, and other Works and Conveniences connected therewith, and as regards the Expenses in relation thereto, as the Board of Trade shall from Time to Time prescribe.

Common Line may be made between

XXXII. If the said Bill shall pass into an Act the Company and the *Disley and Hayfield* Railway Company may (if they think fit) make and fulfil Contracts for making a common Line of Railway for the whole

Junction and Hayfield.

or any Part of the Distance between any such Junction as aforesaid and the Terminus at or near *Hayfield* either of the Railway authorized by this Act or of the proposed *Disley and Hayfield* Railway, with so many Lines of Rails, and such Stations, Sidings, and other Works and Conveniences, as may be agreed upon, and with such Arrangements and Regulations as to the Maintenance, Management, and User thereof, and the Sums to be contributed by the contracting Companies towards the Construction and Maintenance thereof, and the Considerations to be paid and Terms and Conditions to be observed and fulfilled for or with reference to such Construction, Maintenance, and Management, and with such Provisions for other incidental Matters as the Companies Parties to such Contract may agree upon; and the said common Line, if and when constructed, shall for all Purposes be deemed a substituted Line for such Part of the Railway by this Act authorized as may thereupon become unnecessary: Provided nevertheless, that no such Contract shall have any Operation until the same shall have been approved of by the Board of Trade.

Security for Completion of Railway.

XXXIII. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth and Tenth Years of the Reign of Her present Majesty, Chapter Twenty, a Sum of Eleven Thousand nine hundred and thirty Pounds, being more than Eight *per Centum* upon the Amount of the Estimate in respect of the Railway authorized by this Act, has been deposited with the Court of Chancery in *England* in respect of the Application to Parliament for this Act: Therefore, notwithstanding anything contained in the said recited Act, the said Sum of Eleven thousand nine hundred and thirty Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the said Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railway hereby authorized to be made, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the said Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the said Company shall either have opened the said Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money deposited as aforesaid, and the Interest and Dividends thereof, shall,

shall, immediately from and after the Expiration of the said Period, be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided that at any Time after the passing of this Act, if a Bond in twice the Amount of the said Sum of Eleven thousand nine hundred and thirty Pounds shall have been executed by the said Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of and such Surety or Sureties to be approved by the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Eleven thousand nine hundred and thirty Pounds if the said Company shall not within the Time limited for the Completion of the said Railway either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the said Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money and the Interest or Dividends thereof shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Power to take Tolls.

XXXIV. The Company may lawfully demand and receive, in respect of the Use of the Railway, any Rates, Tolls, and Charges not exceeding the Rates, Tolls, and Charges following; (that is to say,)

For Passengers.

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

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

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

For Cattle, Goods, &c.

And with respect to Horses, Carriages, and Goods, as follows:

For every Horse, Mule, and other Beast of Draught or Burden, Twopence *per* Mile:

For every Ox, Cow, Bull, or Neat Cattle, the Sum of One Penny Halfpenny *per* Mile:

For every Calf, Pig, Sheep, Lamb, or other small Animal, One Halfpenny *per* Mile:

For every Carriage, of whatever Description, having more than Two Wheels, and not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, Fourpence *per* Mile; and a Sum of One Penny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh:

For Dung, Compost, and all Sorts of Manure, Lime, Limestone, and Salt, and all undressed Materials for the Repair of public Roads, the Sum of One Penny *per* Ton *per* Mile:

For all Coal, Slack, Cannel, Coke, Culm, and Cinders, the Sum of Three Farthings *per* Ton *per* Mile:

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

For Sugar, Grain, Corn, Flour, Hides, Dyewoods, Manchester Packs, Earthenware, Timber, Staves, Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, the Sum of Twopence *per* Ton *per* Mile:

For Cotton and other Wools, Drugs, and manufactured Goods, and all other Articles, Matters, and Things, the Sum of Threepence *per* Ton *per* Mile.

Maximum Rates of Charges for Passengers.

XXXV. The Company may lawfully demand and receive as their maximum Rate of Charge for the Conveyance of Passengers along the Railway, including the Tolls for the Use of the Railway, and of Carriages and for locomotive Power, and every other Expense incidental to such Conveyance, except Government Duty, any Rates or Sums not exceeding the Rates or Sums following; (that is to say,)

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

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

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

XXXVI. With

XXXVI. With respect to the Conveyance of Goods the Company may lawfully demand and receive as their maximum Rate of Charge for the Conveyance thereof along the Railway, including the Tolls for the Use of the Railway, and Waggons or Trucks and locomotive Power, and every Expense incidental to such Conveyance, any Rates or Sums not exceeding the Rates or Sums following; (that is to say,) For Cattle, Goods, &c.

For every Horse, Mule, and other Beast of Draught or Burden, Fourpence *per* Mile:

For every Ox, Cow, Bull, or Neat Cattle, the Sum of Twopence *per* Mile:

For every Calf or Pig, One Penny *per* Mile:

For every Sheep, Lamb, or other small Animal, Three Farthings *per* Mile:

For every Carriage, of whatever Description, having more than Two Wheels, and not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, Fivepence *per* Mile; and if having only Two Wheels, Fourpence *per* Mile; and One Penny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh:

For Dung, Compost, and all Sorts of Manure, Lime, Limestone, and Salt, and all undressed Materials for the Repair of public Roads, the Sum of One Penny Farthing *per* Ton *per* Mile:

For all Coal, Cannel, Coke, Culm, and Cinders, the Sum of One Penny and One Eighth *per* Ton *per* Mile:

For Charcoal, Stones for building, pitching, and paving, Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Sheet Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, the Sum of One Penny Three Farthings *per* Ton *per* Mile:

For Sugar, Grain, Corn, Flour, Hides, Dyewoods, Manchester Packs, Earthenware, Timber, Staves, Deals, Metals (except Iron), Hardwares in Packages or Cases, Nails, Anvils, Vices, and Chains, the Sum of Twopence Halfpenny *per* Ton *per* Mile:

For Cotton and other Wools, Drugs, and manufactured Goods, the Sum of Threepence *per* Ton *per* Mile:

For Fish, Feathers, Canes, Cochineal, Furniture, Hats, Shoes, Toys, and all other Articles, Matters, and Things, the Sum of Fourpence *per* Ton *per* Mile.

XXXVII. The following Provisions and Regulations shall be applicable to the fixing of Rates, Tolls, and Charges; (that is to say,) Regulations as to Tolls.

The Company shall not be compellable to provide Waggons or Carriages for the Conveyance of Coal, Cannel, Slack, Culm, Coke, or Cinders,

but where such Waggons or Carriages are not provided by the Company a Deduction of One Eighth of a Penny *per* Ton shall be made from the above Rates of Carriage:

Where a Waggon for the Carriage of Cattle or Sheep shall be engaged by One Party, the Charge for any such Waggon capable of containing Six Oxen or Twenty-five Sheep shall not exceed Ninepence *per* Mile:

For Articles or Persons conveyed on the Railway for a less Distance than Three Miles the Company may demand Rates, Tolls, and Charges as for Three Miles:

For a Fraction of a Mile beyond Three Miles or beyond any greater Number of Miles the Company may demand Tolls and Charges for such Fraction in proportion to the Number of Quarters of a Mile contained therein, and a Fraction of a Quarter of a Mile shall be deemed a Quarter of a Mile:

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

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

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

Tolls for small Parcels and Articles of great Weight.

XXXVIII. With respect to small Packages and single Articles of great Weight, notwithstanding the Rate of Tolls prescribed by this Act, the Company may lawfully demand the Tolls following; (that is to say,)

For the Carriage of small Parcels on the Railway or any Part thereof as follows:

For Parcels not exceeding Seven Pounds Weight, any Sum not exceeding Threepence:

For Parcels exceeding Seven Pounds and not exceeding Fourteen Pounds, any Sum not exceeding Sixpence:

For Parcels exceeding Fourteen Pounds and not exceeding Twenty-eight Pounds, any Sum not exceeding Eightpence:

For Parcels exceeding Twenty-eight Pounds and not exceeding Fifty-six Pounds, any Sum not exceeding One Shilling:

For Parcels exceeding Fifty-six Pounds and not exceeding One hundred and twelve Pounds, any Sum not exceeding One Shilling and Sixpence:

For Parcels exceeding One hundred and twelve Pounds and not exceeding Two hundred and twenty-four Pounds, Two Shillings and Sixpence:

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

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

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Iron, or other single Article, the Weight of which, including the Carriage, shall not exceed Eight Tons, the Company may demand any Sum not exceeding Eightpence *per* Ton *per* Mile:

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

Power to take extra Tolls by Agreement.

XXXIX. This Act or anything herein contained shall not prevent the Company from taking any increased Charges, over and above the Charges by this Act limited, for the Conveyance of Goods of any Description, by Agreement with the Owners or Persons in charge of such Goods, either by reason of any special Service performed by the Company in relation thereto, or in respect to the Conveyance of any Goods other than small Parcels by Passenger Trains.

Passengers Luggage.

XL. Every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and twelve Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Tolls and Charges to be calculated continuously when Line worked by Manchester Company.

XLI. If and so long as the Railway shall be worked by the *Manchester* Company, in calculating Distances for the Purposes of the Tolls and Charges to be taken upon or in respect of the Railway, where the Traffic shall pass partly on the Railway and partly on the Railways of the *Manchester* Company, the Railway and the Railways of the *Manchester* Company shall be deemed one continuous Line of Railway.

Power to enter into Working and Traffic Arrangements with Manchester Company.

XLII. The Company and the *Manchester* Company may from Time to Time enter into any Contracts or Agreements with respect to the following Purposes or any of them; (that is to say,)

The Use and Working by the *Manchester* Company of all or any Part of the Railway of the Company, and the Use of the Works and Conveniences belonging thereto:

The Conveyance by the *Manchester* Company of the whole or any Part of the Traffic upon the said Railway:

The

The Division and Apportionment of such Traffic between the said Companies:

The Supply of any Rolling or Working Stock required for such Purposes:

The Management, Maintenance, and Repair of the said Railway:

The Costs and Expenses of such Working, Management, Maintenance, and Repair:

The Collection, Delivery, and general Conduct of such Traffic:

The Collection, taking, and levying of the said Tolls, Rates, and Charges:

The Division between the said Companies of the Receipts arising from the Traffic upon the Railway or any Part thereof, subject to any Deductions to be made therefrom or any Rent or other Consideration to be paid by either of the said Companies to the other of them by virtue of the said Agreement.

Duration of Contract.

Contract to be approved by Board of Trade, and not to affect Persons not Parties thereto.

XLIII. Any such Contract or Agreement shall not be for more than Ten Years, and no such Contract or Agreement shall have any Operation until the same shall have been approved of by the Board of Trade; and no such Contract or Agreement as aforesaid shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the said Companies shall for the Time being be respectively authorized and entitled to demand and receive from any Person or any other Company, but all other Persons and Companies shall, notwithstanding any such Contract or Agreement, be entitled to the Use and Benefit of the Railway to which the said Agreement may relate, upon the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, as they would have been in case no such Agreement had been entered into: Provided always, that the said Board shall not approve such Contract or Agreement without being satisfied that the same has been duly assented to by the Shareholders of the several Companies Parties thereto, in Special Meeting assembled for that Purpose in manner herein-after mentioned.

Power to appoint Joint Committee for carrying same into effect.

XLIV. The said Companies may, by any such Contract or Agreement as aforesaid, appoint a Joint Committee composed of such Number of Directors of the said Companies as the said Companies may think proper, and from Time to Time may alter, vary, and renew any such Committee as Occasion may require, and may regulate the Proceedings of such Committee, and delegate to such Committee all such Powers of the said Companies respectively as may be necessary for carrying into effect the Purposes of such Contract or Agreement; and every such Joint Committee so appointed shall have and may exercise the Powers so for the Time being delegated to them in like Manner as the same might have been had and exercised by the said Companies respectively or their respective Directors.

XLV. At

Contract may be renewed, with Approval of Board of Trade.

XLV. At the Expiration of the said Contract or Agreement, the said Companies, with the Consent in Special Meeting of the Shareholders of such Companies respectively, and subject to the Approval of the Board of Trade, may enter into a further Agreement for all or any of the Purposes aforesaid; provided that before such Companies shall enter into any such further Contract or Agreement as aforesaid they shall give Notice of their Intention to enter into such Contract or Agreement by Advertisement, in a Form to be approved of by the Board of Trade, inserted once in each of Three successive Weeks in some Newspaper published or circulating in each County in which any Part of the Railway to which such proposed Contract or Agreement relates is situated; and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by such proposed Contract or Agreement, and desiring to object thereto, may bring such Objections before the Board of Trade; and no such Contract or Agreement shall be valid at Law or in Equity until the same shall have been approved of by the Board of Trade.

Public Notice to be given.

Contract to be approved by Three Fifths of Shareholders.

XLVI. No such Contract or Agreement shall have any Operation or Effect unless and until the same shall have been submitted to and approved by a Majority of not less than Three Fifths of the Shareholders present, personally or by Proxy, at a Meeting of any Company Party to such Contract or Agreement specially convened for that Purpose.

How Meeting to be called.

XLVII. Such Meeting shall be called by Advertisements inserted for Two successive Weeks in a Morning Newspaper published in *London*, and in some Newspaper of the County in which the principal Office of each of the Companies is situate, the last of which Advertisements shall be published not less than Seven Days before such Meeting.

Contracts may be varied or rescinded.

XLVIII. Any such Contract or Agreement may be varied or determined by Consent of all the Parties thereto, but any such Variation or Determination shall not operate or take effect until approved by such Majority as herein-before mentioned of the Shareholders in each Company being a Party to the Contract or Agreement so to be varied or determined, and by the Board of Trade, in the Manner herein provided in the Case of any such further Contract or Agreement, Notice of any such intended Variation being also given previously to such Approval in manner aforesaid.

Power to Manchester Company to subscribe and take Shares.

XLIX. The *Manchester* Company (with the Consent of Three Fifths at least of the Votes of the Proprietors of that Company present, personally or by Proxy, at some General Meeting of that Company specially convened for the Purpose of authorizing such Subscription,) may subscribe towards and become Shareholders in the Undertaking of the

the Company to any Extent not exceeding Seventy thousand Pounds, and pay the Amount of their Subscription and the Calls upon their Shares, or such Sums as they respectively may think fit to advance to the Company in anticipation of Calls, or any Parts of those Amounts respectively, by and out of any Monies which the *Manchester* Company have raised or are now authorized to raise by Shares or borrowing under the Provisions of any Acts relating to that Company, and which may not be required for the Purposes of those Acts, and notwithstanding any Restriction of the Application of such Monies in those Acts contained.

Power to appoint Persons to vote.

L. The *Manchester* Company, on becoming Shareholders in the Undertaking, or the Directors of that Company, may from Time to Time, so long as that Company continue Shareholders in the said Undertaking, under the Powers of this Act, appoint One or more Person or Persons (whether such Person or Persons shall hold Shares in the Company or not) to vote on behalf of the *Manchester* Company at any Meetings of the Company, and may from Time to Time revoke any such Appointment, and appoint any other Person or Persons in that Behalf; and the Person or Persons so for the Time being appointed shall during his or their Appointment have the same Right of voting at any such Meeting as he or they would have if he or they held in his or their own Right the Shares in the said Undertaking for the Time being held under the Powers of this Act by the *Manchester* Company, in addition to any Right of voting to which he or they may be entitled in respect of any Shares actually held by him or them in his or their own Right: Provided always, that every such Appointment and Revocation shall be made under the Seal of the *Manchester* Company, or under the Hand of the Chairman for the Time being of the Directors of that Company.

Saving Rights of the Crown.

LI. Nothing contained in this Act, or in any of the Acts herein referred to, shall authorize the said Company to take, use, or in any Manner interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights in respect thereof, belonging to the Queen's most Excellent Majesty in right of Her Crown, as Lady of the Manor of *Macclesfield* or otherwise, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty, first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give), or shall take away, prejudice, diminish, or alter any of the Estates, Rights, Privileges, Powers, or Authorities vested in or enjoyed or exercisable by the Queen's Majesty, Her Heirs or Successors.

Saving Rights of the Crown and the Duchy of Lancaster.

LII. Provided always, That 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 enjoyed by the Queen's most

most Excellent Majesty, Her Heirs and Successors, as well in right of Her Crown as in right of Her Duchy of *Lancaster*.

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

LIII. Nothing herein contained shall be deemed or construed to exempt the said Railway or Company from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during the present 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, or the Tolls for small Parcels, authorized by this Act.

Expenses of Act.

LIV. The Costs and Expenses of obtaining and passing this Act and preparatory or incidental thereto shall be paid by the Company.

The SCHEDULE referred to in the foregoing Act.

Conveyance to Her Majesty in right of Her Duchy of Lancaster.

These are to witness, That in consideration of the Sum of £ paid to *A.B.* of by *C.D.*, the Receiver General of the Revenues of the Duchy of Lancaster, on behalf of Her Majesty, he the said *A.B.* doth by these Presents grant, convey, and assure unto the said *C.D.*, his Heirs and Assigns, all that to have and to hold the same unto the said *C.D.*, his Heirs and Assigns, to the Use of Her said Majesty, her Heirs and Successors, in right of Her said Duchy.

In witness, *&c.*

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1860.