ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

Cap. xci.

An Act for the Construction by the *Midland* Railway Company of new Railways in connexion with their *Rowsley and Buxton* Line, and for the Abandonment of Part of the authorized *Manchester, Sheffield, and Lincolnshire* Railway; for authorizing the Use by the *Manchester, Sheffield, and Lincolnshire* Railway Company of Parts of the intended Railways; and for other Purposes.

[30th *June* 1862.]

WHEREAS it is expedient that the *Midland* Railway Company (in this Act called "the Company") should be empowered to construct a Railway to connect the *Rowsley and Buxton* Line of their Railway with the *Marple, New Mills, and Hayfield Junction* Railway, with Two Branches from such intended Railway, one to form a Junction with the Line of the *Manchester, Sheffield, and Lincolnshire* Railway, and the other to form a Junction with the said *Rowsley and Buxton* Line, all in the County of *Derby:* And whereas Plans and Sections showing the Lines and Levels of the proposed Railways and the Lands which the Company are by this Act empowered to acquire for the Purposes

thereof, and Books of Reference to such Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the said Lands, have been deposited with the Clerk of the Peace for the County of *Derby*; And whereas by "The *Manchester, Sheffield, and Lincolnshire* Railway (Additional Works) Act, 1861," the *Manchester, Sheffield, and Lincolnshire* Railway Company (in this Act called "the *Sheffield* Company") were empowered to construct, among others, a new Line of Railway to commence in the Parish of *Glossop* in the County of *Derby*, by a Junction with the Line of Railway authorized by "The *Marple, New Mills, and Hayfield Junction* Railway Act, 1860," at or near *New Mills*, and to terminate in the Parish of *Chapel-en-le-Frith* in the same County, at or near a certain Quarry known as "*Crist Quarry*:" And whereas the Construction of the Railways by this Act authorized, with Power for the *Sheffield* Company to work over and use the Portions thereof herein-after mentioned, will render unnecessary the Construction of so much of the Railway authorized by the said first-mentioned Act as is situate between the Commencement thereof at or near *New Mills* in the Parish of *Glossop* and a Point Thirty Chains or thereabouts North-westward of the Bridge or Aqueduct which carries a Branch of the *Peak Forest* Canal across the River *Goyt*, near *Bugsworth Mills* in the Township of *Chinley-Bugsworth-and-Brownside* in the said Parish; and it is expedient that so much of the said first-mentioned Act as empowers or requires the *Sheffield* Company to construct the before-mentioned Portion of Railway should be repealed, and that the *Sheffield* Company should be empowered to work over and use the Portions herein-after mentioned of the Railways by this Act authorized: And whereas it is expedient that the Company should be empowered to raise a further Sum of Money for the Purposes of this Act: 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,)

24 & 25 Vict. c. lxxxvi.

Short Title.

1. This Act may be cited for all Purposes as "The *Midland* Railway (*Rowsley and Buxton Extension*) Act, 1862."

8 & 9 Vict. cc. 18. and 20. and 23 & 24 Vict. c. 106. incorporated.

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," so far as the Provisions of the same respectively are applicable to the Purposes of this Act, shall be incorporated with and form Part of this Act.

Same Meanings to Words in incorporated Acts, as in this Act.

3. Except as is by this Act otherwise provided, the several Words and Expressions to which in the Acts incorporated wholly or partially with this Act Meanings are assigned shall have in this Act the same respective Meanings, unless excluded by the Subject or Context.

4. Subject

Power to take Lands.

4. Subject to the Provisions of this Act and of the Acts incorporated herewith, the Company may from Time to Time enter upon, take, and use all or any of the Lands defined on the deposited Plans, and described in the deposited Books of Reference.

Power to make Railways according to deposited Plans.

5. Subject to the Provisions of this Act, the Company from Time to Time may make, in the Lines and in accordance with the Levels shown on the deposited Plans and Sections, and in and upon the Lands which the Company are by this Act authorized to enter upon, take, and use, the Railways following, with all proper Stations, Works, and Conveniences connected therewith; (that is to say,)

First, a Railway to commence in the Township of *Blackwell* and Parish of *Bakewell* in the County of *Derby* by a Junction with the authorized Line of Railway first described in "The *Midland* Railway (*Rowsley and Buxton*) Act, 1860," near to the Place where such Railway is now being constructed across the River *Wye*, and to terminate in the Township of *Beard-Ollersett-Thornsett-and-Whitle* in the Parish of *Glossop* in the same County by a Junction with the *Marple, New Mills, and Hayfield Junction* Railway, authorized by "The *Marple, New Mills, and Hayfield Junction* Railway Act, 1860," near the *Torr Mills, Disley*:

Second, a Railway to commence in the Township of *Fairfield* in the Parish of *Hope* and County of *Derby* by a Junction with the Line of Railway authorized by "The *Midland* Railway (*Rowsley and Buxton*) Act, 1860," near to the Place where such Line is being constructed across the River *Wye*, and to terminate in the Township of *Wormhill* in the Parish of *Tideswell* in the same County by a Junction with the said first-mentioned intended Railway North-westward of a certain Building called *Blackwell Mill*:

Third, a Railway to commence in the Township of *Chinley-Bugsworth-and-Brownside* in the Parish of *Glossop* in the County of *Derby* by a Junction with the first-mentioned intended Railway South-eastward of a certain Tollgate House called *Furness Bar* on the *Thornsett* Turnpike Road leading from *Thornsett* and *New Mills* to *Stockport* and *Whaley Bridge*, and to terminate in the same Township and Parish North-westward of the Bridge or Aqueduct which carries a Branch of the *Peak Forest* Canal across the River *Goyt* near *Bugsworth Mills*, there to form a Junction with the authorized Line of the *Manchester, Sheffield, and Lincolnshire* Railway:

And the Railways and Works executed under the Authority of this Act shall, for the Purposes of Tolls and Charges, and for all other Purposes whatsoever, be Part of the Undertaking of the Company.

As to Junction with the Marple, New

6. The Junction or other Communication between the Railway hereby authorized and the Railway of the *Marple, New Mills, and Hayfield Junction*

Mills, and Hayfield Junction Railway.

Junction Railway Company (herein-after called "the *Marple* Company") shall be effected in a substantial and workmanlike Manner by means of suitable Connexion Rails and Points of the Construction and to be laid in the Manner most approved from Time to Time, and to the reasonable Satisfaction of the Engineer for the Time being of the *Marple* Company.

Provision as to the Expense of Junction.

7. All the Costs and Expenses of and incidental to such Junction or Communication hereby authorized with the Railway of the *Marple* Company, and all necessary Openings of the Rails thereof, as well as all Alterations of and Deviations from the present intended Railway of the *Marple* Company at or near the Point of Junction, and of all other Works whatsoever which may from Time to Time be requisite or be deemed desirable for effecting, facilitating, altering, amending, repairing, and maintaining such Junction and Communication Rails and Points respectively, and also of watching, regulating, and adjusting the same, and the Passage of the Traffic there, shall be borne and paid by the Company, or be repaid to the *Marple* Company, as the Case may be; and all such Junction, Communication, Opening, and other Works shall not only be made and done in the first instance, 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 *Marple* 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 *Marple* Company, or (except so far as may be unavoidable) impede, obstruct, or interfere with the free, uninterrupted, and safe Passage along their Railway.

Provision as to Signals and Signalmen at Points of Junction.

8. The *Marple* Company from Time to Time shall erect, maintain, and alter at the Point of Junction or other Communication such Signals and other Works, Erections, and Conveniences, and appoint such Signalmen, 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 hereby authorized; and the working, Management, and Control of such Signals, Works, Erections, and Conveniences, and of such Signalmen, Pointsmen, and other Servants, shall belong exclusively to the *Marple* Company; and all the Costs and Expenses of erecting, maintaining, and altering such Signals, Works, Erections, and Conveniences, and of employing and paying such Signalmen, Pointsmen, and other Servants, and for all Stores expended and other Disbursements incidental thereto, shall be repaid by the Company to the *Marple* Company half-yearly on Demand, and in default the Amount may from Time to Time be recovered from the Company in any Court of competent Jurisdiction.

Provision for Settlement of Differences.

9. If any Difference shall arise between the Company and the *Marple* Company, or their respective Engineers for the Time being, as to the Point at which any such Junction, Communications, Openings, and other Works,

Works, or any of them, are to be constructed, or the Mode of constructing the same, or with respect to any Alteration, Variation, Amendment, Repairs, or Maintenance thereof, or the watching thereof, or the Passage or Regulation of the Traffic there, or with respect to the Expenses payable by the Company under the Provisions of this Act, or with respect to any other Matter in any way relating to or consequent upon the Construction, Repair, Management, or Use of any such Junction, Communications, Openings, and other Works, the Matters in Difference shall from Time to Time be settled and determined by Arbitration in the Manner provided by "The Railway Companies Arbitration Act, 1859."

Saving Works and Property of Marple Company.

10. Notwithstanding anything herein contained, it shall not be lawful for the Company, nor any Person acting under or in execution of this Act, either permanently or temporarily, to enter upon, occupy, or use any of the Lands, Works, or Property of the *Marple* Company, or in any Manner to alter, vary, or interfere with their Railway or Works, without the Consent of that Company under their Common Seal, save only for the Purpose of constructing the Railway and effecting the Junction and Communications by this Act authorized.

Saving Rights of Marple Company.

11. Except as herein provided, nothing in this Act contained shall prejudice, diminish, alter, revoke, or take away any of the Rights, Privileges, Powers, or Authorities of or vested in or belonging to the *Marple* Company, but all their Rights, Privileges, Powers, and Authorities are hereby expressly saved and reserved.

Regulating Inclination of certain Roads.

12. As regards the Roads next herein-after mentioned the Company may make those Roads respectively, when altered for the Purposes of this Act, of any Inclinations not steeper than the respective Inclinations herein-after mentioned in connexion with those Roads; (that is to say,)

No. of Road on deposited Plans.	Parish.	Description of Road.	Intended Inclination.
20	Glossop - -	Turnpike Road -	1 in 23
228	Ditto - -	Ditto - -	1 in 27

As to Height and Width of Arches.

13. In carrying the Railway over the under-mentioned Roads the Company may make the Arches for carrying the Railway over those Roads of such respective Heights and Widths as the Company think fit, not being less than the Height and Width herein-after stated; (that is to say,)

No. on Plan.	Parish.	Description of Road.	Height and Width of Arch.
5	Tideswell - -	Public Road -	Width 20 Feet.
236	Glossop - -	Ditto - -	Width 12 Feet. Height 12 Feet.

Power to alter Engineering Works.

14. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company, in the Construction of the Railways by this Act authorized, may deviate from the Line and Levels of any Arches, Tunnels, or Viaducts described in the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered; and they may also substitute any other Engineering Work not shown on those Plans or Sections instead of a Tunnel, Viaduct, Arch or Arches as shown thereon, provided that every such Substitution be authorized by a Certificate of the Board of Trade; and the said Board is hereby empowered to grant such Certificates, provided it shall appear to the Board upon due Inquiry that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

Provision for Construction of certain Lines at Junction and Acquisition of Lands.

15. And whereas the Railway by "The *Manchester, Sheffield, and Lincolnshire* Railway (Additional Works) Act, 1861," secondly authorized, (herein-after distinguished as "the Junction Line,") was intended to join the Portion of Railway by this Act directed to be abandoned, and for which Part of the Railways by this Act authorized is substituted; and the *Sheffield* Company are authorized to acquire, for the Purposes of the Junction Line, some of the Lands which the Company are by this Act authorized to acquire; and it is expedient that Provision be made with reference to the Construction of the said Two Railways, and the Acquisition of Lands for the Purposes thereof: Therefore, at and near the Point where on the deposited Plans the Railway by this Act first authorized is shown to join the Junction Line, that Railway and the Junction Line shall respectively be constructed so as to form a convenient Junction and Intercommunication there, and in such Manner and upon such of the Lands which the Company and the *Sheffield* Company are respectively authorized to acquire as shall be agreed upon between the respective principal Engineers for the Time being of the Two Companies; but if for a Period of Six Weeks after either of those Engineers shall have sent to the other of them Plans and Sections showing the Mode in which and the Lands on which he proposes that the said Portion of the Railway for which he is 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 determined by an Arbitrator to be appointed by the Board of Trade on the Application of either

either Company, and the Costs of the Arbitration shall be paid by the Company.

Company restrained from giving certain Notices without Consent of Stockport Company.

16. The Company shall not, without in each Instance the previous Consent in Writing in this Behalf of the *Stockport, Disley, and Whaley Bridge* Railway Company (herein-after called "the *Stockport* Company"), give any Notice to treat or take any Steps for the Purchase of the Lands or any of the Lands which on the Plans deposited for the Purposes of "The *Stockport, Disley, and Whaley Bridge* Railway Extension Act, 1857," are respectively numbered 156, 159, 161, 162, 166, and 167 in the Parish of *Chapel-en-le-Frith*, until the Expiration of Six Months from the passing of this Act.

Company not to take Lands required for Buxton Extension.

17. The Company shall not (except so far as shall be necessarily required for the Construction of the Railway hereby authorized, and in such Case subject to the Provisions herein-after contained), without in each Instance the previous Consent in Writing in this Behalf of the *Stockport* Company, enter upon, take, or use any Lands belonging to the *Stockport* Company, or which the *Stockport* Company are authorized to purchase, and which are required for the Purposes of their *Buxton Extension* Railway, or the Stations, Approaches, Sidings, or other Works connected therewith; and if for Six Weeks after the principal Engineer of either of the Companies interested shall have given to the principal Engineer of the other of them Notice in Writing to define the Lands so required, with a Plan of the Lands which he considers to be so required, those Engineers do not agree upon the Lands so required, then the Matter shall be decided by an Arbitrator to be appointed by the Board of Trade on the Application of either Company, and the Costs of the Arbitration shall be paid by the Company.

As to the Crossing under the Buxton Extension.

18. Where the Railway will pass under the *Buxton Extension* Railway of the *Stockport* Company, near the Point marked on the deposited Plans as denoting Six Miles, the Company shall not, without the previous Consent in Writing in this Behalf of the *Stockport* Company, divert to the Westward the Centre Line of the Railway as shown on the Plans deposited for the Purposes of this Act; and the Railway shall be carried under the *Buxton Extension* Railway by means of a Bridge of Dimensions sufficient for the Construction thereon of Two Lines of Way and Two Sidings for the Purposes of the *Buxton Extension* Railway.

Plans of Bridges under Buxton Extension and Approach to be approved.

19. The Company shall not commence the Construction of the Bridge for carrying the Railway under the *Buxton Extension* Railway, and the Approach to the Station for *Chapel-en-le-Frith* on that Railway respectively, until they shall have delivered to the *Stockport* Company Plans, Drawings, and Specifications of those Bridges, and the Works connected therewith respectively, showing the proposed Position, Dimensions, and Materials

Materials thereof, nor until those Plans, Drawings, and Specifications shall have been approved in Writing under his Hand by the principal Engineer for the Time being of the *Stockport* Company, or if he fail for Two Months after the Delivery thereof so to approve the same, then until the same shall have been so examined and approved, at the Expense of the Company, by an Engineer to be appointed by the Board of Trade on the Application of either Company; and such Bridges and Works respectively shall be executed only according to such approved Plans, Drawings, and Specifications, and under the Superintendence and to the reasonable Satisfaction of the principal Engineer for the Time being of the *Stockport* Company, and shall be so executed and for ever maintained at the sole Cost of the Company.

Regulating Construction of Bridge under Approach Road.

20. The Bridge for carrying the Railway under the Approach Road to the said Station for *Chapel-en-le-Frith* shall be built in conformity with the following Regulations; (to wit,)

There shall be a good and sufficient Rubble Stone Fence Wall on each Side of the Approaches to such Bridge, so far as the said Approaches are interfered with by the Construction of the Railway, of not less than Five Feet in Height throughout above the Surface of the Roadway; the Roadway over such Bridge and the Approaches thereto shall be of the clear Width of Twenty-five Feet at the least throughout between the Parapets or Walls, and shall be metalled throughout; between the Crown of such Bridge and the said Station the Approach shall be carried out on an uniform Rate of Inclination, and on the other Side of such Bridge the Approach shall be made of an Inclination not steeper than One in Fifteen:

And the said Bridge and Approaches shall be completed fit for Use and delivered over to the *Stockport* Company within Four Months after the Alteration of the said Approach Road is commenced; and the Cost of such Bridge, Approaches, and Works, and of the Acquisition of additional Land for the same, shall be paid by the Company.

Substituted Road during Interference with Approach.

21. Before the Company interfere with the said Approach Road they shall, at their own Expense, make a sufficient substituted Road, to the reasonable Satisfaction of the principal Engineer for the Time being of the *Stockport* Company, and shall until the Restoration of such Approach Road, at their own Expense, maintain the said substituted Road in good Order and Condition, fit for Horses and Carriages, and permit the same to be fully and freely used by all Persons.

Penalty for Interruption of the Traffic.

22. If by reason of any Works or Proceedings of the Company there shall be any Obstruction of or Interference with the *Buxton Extension* Railway so as to prevent or impede the convenient Passage of Engines and Carriages along the same, or any Obstruction of or Interference with the said Approach Road, except as in this Act specified, or any Failure

Failure to make or maintain such substituted Road as aforesaid, the Company shall pay to the *Stockport* Company the Sum of Fifty Pounds *per* Day, by way of ascertained Damages, for every Day during which any such Obstruction, Interference, or Failure shall continue.

Company to acquire only Easements in Lands of Stockport Company.

23. The Company shall not purchase or acquire any Ownership in any Lands belonging to or authorized to be taken by the *Stockport* Company, but the Company may purchase and take, and the *Stockport* Company 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.

Regulations as to Bridge under Disley and Hayfield Railway.

24. The Bridge for carrying the Railway under the *Disley and Hayfield* Railway shall be of Dimensions sufficient for the Construction thereon of the *Disley and Hayfield* Railway with Two Lines of Way; and the Company shall not commence the Construction of that Bridge under the *Disley and Hayfield* Railway until they shall have delivered to the *Disley and Hayfield* Railway Company Plans, Drawings, and Specifications of that Bridge and the Works connected therewith showing the proposed Position, Dimensions, and Materials thereof, nor until those Plans, Drawings, and Specifications shall have been approved in Writing under his Hand by the principal Engineer for the Time being of the *Disley and Hayfield* Railway Company, or if he fail for Two Months after the Delivery thereof so to approve the same, then until the same shall have been so approved, at the Expense of the Company, by an Engineer to be appointed by the Board of Trade on the Application of either Company; and such Bridge and Works shall be executed only according to such approved Plans, Drawings, and Specifications, and under the Superintendence and to the Satisfaction of the principal Engineer for the Time being of the *Disley and Hayfield* Railway Company, and shall be so executed and for ever maintained at the sole Cost of the Company.

Penalty for Interruption of Traffic on Disley and Hayfield Railway.

25. If by reason of any Works or Proceedings of the Company there there shall be any Obstruction of or Interference with the *Disley and Hayfield* Railway so as to prevent or impede its Completion, or when completed the convenient Passage of Engines and Carriages over the same, the Company shall pay to the *Disley and Hayfield* Railway Company the Sum of Fifty Pounds *per* Day, by way of ascertained Damages, for every Day during which such Obstruction or Interference shall continue.

Company to acquire Easements only in Lands of Disley and Hayfield and

26. The Company shall not purchase, take, or acquire any Ownership in any Lands belonging to the *Disley and Hayfield* Railway Company or which that Company is authorized to acquire, but the Company may purchase and take, and the *Disley and Hayfield* Railway Company may

Railway Company.

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.

Lands for extraordinary Purposes.

27. 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 Twelve Acres adjoining or near to the Railways to be made under the Authority of this Act for any of the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845."

Powers for compulsory Purchases limited.

28. The Powers by this Act conferred for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for Completion substituted Railways.

29. The Railway by this Act thirdly authorized, and the Portion of the Railway by this Act first authorized, between its Junction with the *Marple, New Mills, and Hayfield Junction* Railway and its Junction with the Railway by this Act thirdly authorized, shall be completed within Five Years from the Twenty-eighth Day of *June* One thousand eight hundred and sixty-one, (being the Period limited for the Completion of the Railways authorized by "The *Manchester, Sheffield, and Lincolnshire* Railway (Additional Works) Act, 1861,") and on the Expiration of that Period the Powers by this Act granted for making the same, or otherwise in relation thereto, shall cease, except as to so much thereof respectively as shall then be completed.

Period for Completion of Residue of Railways.

30. The Residue of the Railways by this Act authorized shall be completed within Five Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act granted for making the same, or otherwise in relation thereto, shall cease, except as to so much thereof respectively as shall then be completed.

Suspension of Dividend, if Railways not completed within Time limited.

31. After the Expiration of the Period by this Act limited for the Completion of any Railway or Portion of Railway, if the same be not then completed, the Payment of any Dividend on the ordinary Capital of the Company shall be suspended until the same is completed and opened for public Use.

Parts of 8 & 9 Vict. c. 16. incorporated.

32. The following Provisions of "The Companies Clauses Consolidation Act, 1845," are incorporated with this Act; (that is to say,)

"With respect to the Transfer or Transmission of Shares;"

"With respect to the Payment of Subscriptions and the Means of "enforcing the Payment of Calls;"

"With respect to the Forfeiture of Shares for Nonpayment of Calls;"

"With respect to the Consolidation of Shares into Stock;"

"With

"With respect to the borrowing of Money by the Company on "Mortgage or Bond;" and

"With respect to the Conversion of borrowed Money into Capital."

Power to raise new Capital by Shares.

33. The Company may raise for the Purposes of this Act, by the Creation and Issue of new Shares, such Amount of Capital as they think fit, not exceeding Three hundred and eighty thousand Pounds.

As to Amount and Issue of new Shares.

34. If at the Time of the Creation of new Shares under this Act the then existing Ordinary Consolidated Stock in the Company be at a Premium, or of greater actual Value (according to the Market Price thereof in the City of *London*) than the nominal Value thereof, such new Shares shall be of such Amounts (not other than an integral Number of Pounds Sterling *per* Share) as will allow the same to be conveniently apportioned among the then Holders of all Shares or Stock in the Company (other than and except Shares or Stock to which any guaranteed or preferential Dividend of a fixed Amount, without further Participation in the Profits of the Company, shall have been assigned) in proportion to the Number of Shares or Amount of Stock held by them respectively; and such new Shares may be either of One Class or of different Classes; and the Directors of the Company may from Time to Time (but subject to the Provisions of this Act) fix the Amounts and Times of Payment of the Calls on the new Shares created under the Powers of this Act; and every Holder of Shares or Stock in the Company at the Time of such Creation as aforesaid (other than and except as aforesaid) shall, in such Proportion as aforesaid, be entitled to an Allotment of the new Shares according to the Provisions of this Act; and no Holder of any Shares or Stock entitled to a fixed Amount of Dividend without further Participation in the Profits of the Company shall be entitled to any Apportionment of any such new Shares.

Privileges may be attached to new Shares.

35. The Company may from Time to Time, with the Sanction of Three Fifths at least of the Votes of the Shareholders present in Person or by Proxy at any Meeting of the Company specially convened for the Purpose, attach to all or any new Shares or any Class of new Shares created under the Powers of this Act any preferential, fixed, fluctuating, contingent, perpetual, or terminable Dividend (not exceeding Five Pounds *per Centum per Annum*), and also (if the Company so think fit) any total or partial, permanent or temporary Restrictions of the Rights of voting and other Qualifications of the Holders thereof: Provided that all Shares of the same Class shall be of like Amount, and shall confer like Privileges, and shall bear like Dividends or Interest, and be subject to like Restrictions (if any): Provided also, that if in any Year ending the Thirty-first Day of *December* there shall not be Profits available for the Payment of the full Amount of such preferential or other Dividend for that Year, no Part of the Deficiency shall be made good out of the

Profits

Profits of any subsequent Year or out of any other Funds of the Company.

Terms, &c. on which Preference Shares issued to be stated on Certificates.

36. The Terms and Conditions to which any Preference Shares created under this Act are subjected by the Provisions of this Act shall be clearly stated on the Certificate of every such Preference Share.

New Shares how to be offered to existing Shareholders.

37. All such new Shares shall be offered to the then Holders of Shares or Stock in the Company (other than and except as aforesaid) by Circular given to or sent by Post addressed to each such Shareholder according to his Address in the Books of the Company, or left at his usual or last known Place of Abode; and every such Offer made by Letter sent by Post shall be considered as made on the Day on which such Letter in the ordinary Course of Delivery ought to reach the Place to which it is addressed.

Vesting or other Disposition of new Shares.

38. Such last-mentioned new Shares shall vest in and belong to the then Shareholders who shall accept the same and pay the First Instalment thereon to the Amount and at the Time which shall be fixed by the Directors and specified in the Letter offering the new Shares.

Shares not accepted or unallotted may be disposed of by Company.

39. If any Shareholder for One Month after such Offer of new Shares fail to accept the same and pay the First Instalment called for in respect thereof, or if after the Apportionment as by this Act provided of the new Shares amongst the existing Shareholders there be any Surplus remaining unallotted, then and either of such Cases the Company may authorize the Directors to dispose of the same in such Manner as they may deem most for the Advantage of the Company.

If existing Shares, &c. not at a Premium, new Shares may be issued as Company think fit.

40. If at the Time of the Creation of new Shares under this Act the existing Shares or Stock of the Company (other than and except Shares or Stock to which any fixed, guaranteed, or preferential Dividend or other special Advantages shall have been assigned) be not at a Premium, then such new Shares may be of such Amount and may be issued in such Manner as the Company shall think fit: Provided always, that the total Sums to be ultimately paid in respect of such Shares shall not be less than the nominal Amount of such Shares.

Qualifications of new Shares.

41. Except as by or under the Powers of this Act otherwise provided, all new Shares issued under the Powers of this Act shall, in proportion to the aggregate Amount from Time to Time paid up on the new Shares held by the same Person at the same Time, entitle the respective Holders thereof to the same Dividends and Profits, and confer on them the like Qualifications and the like Rights of voting, as the like Amount paid up on existing Shares or Stock of the Company (other than and except as aforesaid): Provided always, that, unless otherwise determined

by

by the Meeting sanctioning the new Shares, no Person shall be entitled to vote in respect of any of the new Shares to which fixed or preferential Dividend or other special Advantages shall be assigned.

Power to raise Capital under any other Act of this Session and this Act by new Shares of One Class.

42. If by any other Act passed in the present Session of Parliament, whether before or after the passing of this Act, the Company be authorized to raise any Capital by new Shares, then, subject to the Provisions of the other Act and this Act respectively, the Company, if they think fit, may raise by the Creation and Issue of new Shares of one and the same Class all or any Part of the aggregate Capital which they are by the other Act and this Act respectively authorized to raise by the Creation and Issue of new Shares.

Saving Rights of existing Preference Share-holders.

43. This Act or anything therein contained shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any other Shares or Stock which shall have been granted by the Company in pursuance of, or which may have been confirmed by, any previous Act of Parliament, or which may otherwise be lawfully subsisting, or any Dividend on any *Midland* Mortgage, Preference Shares or Stock, or any Payment in respect of *Midland* Annuities.

Calls.

44. Twenty-five *per Centum* on the Amount of every new Share shall be the greatest Amount of any One Call which the Directors may make on or in respect of any of the new Shares, and Two Months at the least shall be the Interval between successive Calls, and the aggregate Amount of Calls on any Share in any One Year shall not exceed Four Fifths of the Amount of such Share.

Power to borrow on Mortgage.

45. After Shares for the whole of the Sum by this Act authorized to be raised by Shares shall have been taken up, and One Half of such Sum shall have been 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 Shares for all the Capital which the Company are by this Act authorized to raise by the Creation of new Shares are *bonâ fide* held by Persons or their Assigns, and for which such Persons or their Assigns are legally liable, the Directors of the Company may borrow on Mortgage such Sums of Money as shall from Time to Time be authorized to be borrowed by an Order of any General or Special General Meeting of the Company, not exceeding in the whole the Sum of One hundred and twenty-six thousand Pounds, in addition to the Sums which they are or may be authorized to borrow by any other Act or Acts of Parliament.

Application of Monies.

46. All and every Part of the Money to be raised under this Act, whether by Shares or by borrowing, shall be applied to the Purposes of this Act, and to no other Purpose.

Former Mortgages to have Priority.

47. All Mortgages or Bonds granted under the Authority of any former Act relating to the Company, and which shall be in force at the Time of the passing of this Act, shall during the Continuance thereof have Priority over any Mortgages to be granted by virtue of this Act.

Company may apply Corporate Funds to Purposes of Act.

48. The Company from Time to Time may apply for or towards all or any of the Purposes of this Act any Sums of Money which they have already raised or are authorized to raise by any of their Acts, and which are not required for the Purposes to which they are by those Acts respectively made specially applicable.

Repeal of certain Provisions of 24 & 25 Vict. c. lxxxvi., as to Construction of a Portion of the Line of Railway first therein described, repealed.

49. From and after the passing of this Act so much of "The *Manchester, Sheffield, and Lincolnshire* Railway (Additional Works) Act, 1861," as empowers or requires the *Sheffield* Company to construct so much of the Line of Railway firstly described in and authorized by that Act as is situate between the Commencement thereof at or near *New Mills* in the Parish of *Glossop* and a Point Thirty Chains or thereabouts North-westward of the Bridge or Aqueduct which carries a Branch of the *Peak Forest* Canal across the River *Goyt* near *Bugsworth* Mills in the Township of *Chinley-Bugsworth-and-Brownside* in the said Parish, all in the County of *Derby*, shall be and the same is hereby repealed; and thereupon all the Powers, Authorities, Privileges, Obligations, and Liabilities granted to or imposed upon the *Sheffield* Company by the said Act in relation to the said Portion of Railway shall cease to be operative.

Compensation to be made where Contracts have been entered into or Notices given.

50. In any Case where, before the passing of this Act, any Contract has been entered into or Notice given by the *Sheffield* Company for purchasing or using any Lands which that Company were empowered to purchase for the Purpose of constructing the Portion of the *Manchester, Sheffield, and Lincolnshire* Railway the Powers for the Construction of which are by this Act repealed, the *Sheffield* Company shall make to the Owners or Occupiers of and other Parties interested in such Lands full Compensation for all Injury or Damage sustained by such Owners, Occupiers, and other Parties by reason of such Purchase not being completed pursuant to such Contract or such Notice, and the Amount and Application of such Compensation shall be determined in the Manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of the Compensation to be paid for Lands taken under the Provisions thereof: Provided that the Repeal by this Act of the Powers for the Construction of the said Portion of Railway shall not prejudice or affect the Right of the Owner or Occupier of any Lands which the *Sheffield* Company were so empowered to purchase as aforesaid to receive from that Company Compensation for any Damage that may have been occasioned by the Entry of that Company upon such Lands for the Purpose of surveying and taking Levels, and of probing or boring to ascertain the Nature of the Soil,

or

or of setting out the Line of the Railway, pursuant to the Provisions for that Purpose in "The Lands Clauses Consolidation Act, 1845," contained.

Power for Sheffield Company to work over and use Portions of intended Railways.

51. The *Sheffield* Company and their Officers and Servants from Time to Time may, subject to the Byelaws and Regulations of the *Midland* Company, work over and use in perpetuity, with Engines and Carriages of every Description, and for the Purpose of their Traffic of all Kinds, except Coal, Limestone, Lime, and Mineral Traffic, so much of the new Line of Railway first described in and authorized by this Act as will be situate between the Junction thereof with the *Marple, New Mills, and Hayfield Junction* Railway in the Township of *Beard-Ollersett-Thornsett-and-Whitle* and the Junction therewith of the new Line of Railway thirdly described in and authorized by this Act in the Township of *Chinley-Bugsworth-and-Brownside*, and also the whole or any Part of the said intended Railway thirdly herein-before described, upon Payment to the Company (less Thirty-three and One Third *per Centum* for Working Expenses) of such a Proportion of the total Sums from Time to Time received by the *Sheffield* Company in respect of the Conveyance by them of Traffic over the said Portion of Railways or Railway as the Distance for which such Traffic shall pass over the Portion of Railways or Railway so worked over and used shall bear to the entire Distance which such Traffic may have been conveyed by the *Sheffield* Company; and the *Sheffield* Company and their Officers and Servants from Time to Time may, subject to the Byelaws and Regulations of the *Midland* Company, and for the Purpose of their Coal, Limestone, Lime, and Mineral Traffic, work over and use in perpetuity, with Engines and Carriages of every Description, so much of the said new Line of Railway first described in this Act as will be situate between the said Junction thereof with the *Marple, New Mills, and Hayfield Junction* Railway and the Limestone Quarries at *Doveholes* in the Township of *Wormhill* and County of *Derby*, and also all or any Part of the said Railway thirdly described, upon Payment to the Company for or in respect of all such Traffic conveyed thereon of the Tolls following; (that is to say,) a Toll of Twopence *per* Ton for the whole Distance in respect of any such Traffic between the said Limestone Quarries at *Doveholes* and the Termination of the said Railway thirdly described, and the Toll of Threepence *per* Ton for the whole Distance in respect of any such Traffic between the said Limestone Quarries at *Doveholes* aforesaid and the Junction of the Railway first described with the *Marple, New Mills, and Hayfield Junction* Railway.

Power for Company, Sheffield Company, and Marple Company to

52. The Company on the one hand, and the *Sheffield* Company and the *Marple* Company, or either of them, on the other hand, may from Time to Time enter into and carry into effect Contracts and Agreements with reference to the working over and Use by the Company of so much of

enter into Agreements.

of the *Marple, New Mills, and Hayfield Junction* Railway as will be situate between the Junction therewith of the intended Railway first herein-before described and the Junction of the *Marple, New Mills, and Hayfield Junction* Railway with the *Manchester, Sheffield, and Lincolnshire* Railway, and also so much of the *Manchester, Sheffield, and Lincolnshire* Railway as lies between that Junction and *Manchester*, and the Terms and Conditions of such working over and Use, and the Tolls, Rates, and Charges, or other Consideration to be paid or allowed in respect thereof; and with reference to the forwarding by the *Marple* Company and the *Sheffield* Company respectively over their respective Railways, or any Parts thereof, or any Railways worked by them, of all Passengers, Animals, Goods, Minerals, and other Traffic coming from or destined for the *Midland* Railway; and with reference to the Facilities to be afforded by the Two last-named Companies respectively for the Passage and Transmission over their respective Railways or Parts thereof of Passengers, Animals, Goods, Minerals, and other Traffic coming from or destined for the *Midland* Railway, and the Terms and Conditions upon which such Traffic shall be forwarded and such Facilities afforded, and the Tolls, Rates, and Charges or other Consideration to be paid or allowed in respect thereof; and also with reference to the working over and Use by the *Sheffield* Company of the new Lines of Railway by this Act authorized, and also of so much of the *Midland* Railway as was authorized by "The *Midland* Railway (*Rowsley and Buxton*) Act, 1860," and the Terms and Conditions of such working over and Use, and the Tolls, Rates, and Charges or other Consideration to be paid or allowed in respect thereof; and with reference to the forwarding by the Company over their Railways or any Part thereof, or any Railways worked by them, of all Passengers, Animals, Goods, Minerals, and other Traffic coming from or destined for the *Manchester, Sheffield, and Lincolnshire* Railway; and with reference to the Facilities to be afforded by the Company for the Passage and Transmission over their Railways or Part thereof of Passengers, Animals, Goods, Minerals, and other Traffic coming from or destined for the *Manchester, Sheffield, and Lincolnshire* Railway, and the Terms and Conditions upon which such Traffic shall be forwarded and such Facilities afforded, and the Tolls, Rates, and Charges or other Consideration to be paid or allowed in respect thereof: Provided, that no such Agreement shall be in contravention of a certain Agreement bearing Date the First Day of *October* One thousand eight hundred and sixty between the *Great Northern* Railway Company and the *Manchester, Sheffield, and Lincolnshire* Railway Company, or of certain Heads of Arrangement bearing Date respectively the Twenty-sixth Day of *November* One thousand eight hundred and fifty-eight, and signed by the Marquis of *Chandos* and *Edward Tootal* for the *London and North-western* Railway Company, *Edmund Denison* for the *Great Northern* Railway Company, and *George Gamble* for the *Manchester, Sheffield, and Lincolnshire* Railway Company, and the Twenty-third Day of *December* One

One thousand eight hundred and fifty-eight, and signed by the Marquis of *Chandos* for the *London* and *North-western* Railway Company, *Edmund Denison* for the *Great Northern* Railway Company, and *Samuel Lees* and *George Gamble* for the *Manchester, Sheffield, and Lincolnshire* Railway Company: Provided also, that nothing in this Act contained shall in any way be deemed, construed, or taken to affect such Agreement or Heads of Arrangement, or any or either of them, either by giving Validity to or by invalidating the same, but the Rights and Obligations of all Parties thereto shall remain the same as if this Act had not been passed.

Duration of Agreements;

53. Any Contract or Agreement which under the Authority of this Act may be entered into between the Company and the *Sheffield* Company and the *Marple* Company, or either of them, shall be and continue for such a Term or Period as shall be mutually agreed upon between the Companies Parties thereto; but no such Contract or Agreement (except so far as the same could be entered into under the Powers and Provisions of "The Railways Clauses Consolidation Act, 1845," or of any other General Act relating to Railway Companies and applicable to the Contracting Companies,) shall have any Operation until the same shall have been approved by the Board of Trade; and no such Contract or Agreement shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the Companies, or either of them, Parties thereto, shall for the Time being be respectively authorized or entitled to demand and receive from any other Company or Person, but all other Companies and Persons shall, notwithstanding any such Contract or Agreement, be entitled to the Use and Benefit of the Railway or Part thereof respectively to which the Contract or 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 Contract or 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 respective Companies, Parties thereto, in Special Meeting assembled for that Purpose, as by this Act required: Provided also, that if at the Expiration of Ten Years after the making of any such Contract or Agreement, and so from Ten Years to Ten Years, the Board of Trade are of opinion that the public Interests are injuriously affected by any of the Terms or Conditions thereof, the Board of Trade may require the Parties thereto to modify the Terms and Conditions of such Contract or Agreement in such Manner as the Board of Trade may think necessary for removing the public Injury, and such Contract or Agreement shall be modified accordingly.

to be approved by Board of Trade;

not to affect Persons not Parties thereto.

Contracts may be renewed with the Approval of the Board of Trade.

54. At the Expiration or other sooner Determination of any such Contract or Agreement as aforesaid the Company, and the *Sheffield*, Company, and the *Marple* Company, or either of them, with the Consent in Special Meeting of the Shareholders of each Company Party thereto respectively, and subject to the Approval of the Board of Trade, may enter into a further Contract or Agreement for all or any of the Purposes aforesaid: Provided, that before such Companies respectively shall enter into any such further Contract or Agreement as aforesaid they shall give Notice of their Intention so to do by Advertisement, in a Form to be approved of by the Board of Trade, inserted once in each of Two successive Weeks in some Newspaper published or circulating in the County in which the Railway or Part thereof respectively to which the Contract or Agreement relates is situate; 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 by the Board of Trade; and provided further, that any such Contract or Agreement during the Subsistence thereof shall, after such Notice as aforesaid, be subject to the Revision of the Board of Trade on the Expiration of every Ten Years, as by this Act provided in regard to the First Contract or Agreement between the Companies respectively.

Contracts inoperative until approved by Meeting of Shareholders.

55. No such Contract or Agreement shall have any Operation or Effect unless and until the same shall have been approved by a Majority of not less than Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at a Meeting of each Company, Party thereto; and every such Meeting shall be convened by Advertisement inserted once in each of Two successive Weeks in a Morning Newspaper published in *London*, and in some Newspaper of the County in which the principal Office of each Company, Party thereto, shall be situate.

Meeting how to be convened.

Contracts may be varied or rescinded.

56. Any such Contract or Agreement may be varied or determined by Consent of 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 and by the Board of Trade in the Manner herein provided in the Case of any such further Contract or Agreement, Notice of such intended Variation being also given previously to such Approval in manner aforesaid.

Tolls during Contracts.

57. During the Continuance of any Contract or Agreement which may be entered into under the Authority of this Act for the working over and using by the Company of the Railways of the *Marple* Company

pany or of the *Sheffield* Company, or for the working over and using by the *Sheffield* Company of the Railways of the Company, the following Regulations shall apply to the Charges to be made for Traffic conveyed for short Distances; (that is to say,) during the Continuance of any such Agreement between the Company and the *Marple* Company the Railway of the Company and the Railway of the *Marple* Company shall for the Purposes of Tolls and Charges be considered as One Railway, and in estimating the Amount of Tolls and Charges in respect of Traffic conveyed partly on the Railway of the Company and partly on the Railway of the *Marple* Company for a less Distance than Three Miles Tolls and Charges may only be charged as for Three Miles; and during the Continuance of any such Agreement between the Company and the *Sheffield* Company the Railway of the Company and the Railway of the *Sheffield* Company shall, for the Purposes of Tolls and Charges, be considered as One Railway, and in estimating the Amount of Tolls and Charges in respect of Traffic conveyed partly on the Railway of the Company and partly on the Railway of the *Sheffield* Company for a less Distance than Six Miles Tolls and Charges may only be charged as for Six Miles, and for each Mile or Fraction of a Mile beyond Three Miles or beyond Six Miles, as the Case may be, Tolls and Charges as for One Mile only shall be charged; and no other Short-Distance Charge shall be made for the Conveyance of Passengers, Animals, and Goods or other Matters conveyed partly on the Railway of the Company and partly on the Railways of the *Marple* Company and the *Sheffield* Company, as the Case may be.

Interest not to be paid on Calls paid up.

58. The Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls in respect of Shares, pay to any Shareholder Interest or Dividend on the Amount of the Calls made in respect of the Shares held by him: Provided always, that the Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions of "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Deposits for future Bills not to be paid out of Company's Capital.

59. The Company shall not, out of any Money by this Act or any other Act authorized to be raised by the Company, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament from Time to Time 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 make any other Railway or execute any other Work or Undertaking.

Saving Rights of the Crown,

60. Provided always, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers,

and the Duchy of Lancaster.

Powers, or Authorities vested in or enjoyed by the Queen's most Excellent Majesty, Her Heirs and Successors, as well in right of Her Crown as in right of Her Duchy of *Lancaster*.

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

61. Nothing in this Act contained shall exempt the Railways from the Provisions of any General Act relating to Railways, or to 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 and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or of the Rates for small Parcels, in respect of the Railways by this Act authorized.

Expenses of Act.

62. All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

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