



ANNO DECIMO SEPTIMO & DECIMO OCTAVO

# VICTORIÆ REGINÆ.

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## *Cap. cc.*

An Act for making a Railway from the *London and North-western* Railway near *Stockport* to *Disley* and *Whaley Bridge*, all in the County of *Chester*; and for other Purposes. [31st July 1854.]

**W**HEREAS the Construction of a Railway from a Point on the *London and North-western* Railway near *Stockport*, and in the Parish of *Cheadle* in the County of *Chester*, to *Disley* and *Whaley Bridge* in the same County, would be of great public Advantage: And whereas the Persons herein-after named, together with other Persons, are willing, at their own Expense, to carry such Undertaking into execution if authorized so to do: And whereas it is expedient that the Company hereby incorporated and the *London and North-western* Railway Company should be empowered to enter, if they shall respectively think fit, into such Arrangements as are herein-after mentioned with respect to the working and Use by such last-mentioned Company of the Railway and Works by this Act authorized to be constructed, but the several Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be

[*Local.*]

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enacted;

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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. incorpo-  
rated.

I. That "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. That in citing this Act it shall for all Purposes be sufficient to use the Expression "*The Stockport, Disley, and Whaley Bridge Railway Act, 1854.*"

Incorporation of Company.

III. That *Thomas Legh, John William Jodrell of Yeadsley, William Cameron Moore*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway and Works herein-after described with proper Works and Conveniences belonging thereto, according to the Provisions of this Act, and for other the Purposes herein and in the said incorporated Acts contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "*The Stockport, Disley, and Whaley Bridge 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 incorporated Acts contained.

Capital.

IV. That the Capital of the Company shall be One hundred and fifty thousand Pounds, and the Number of Shares into which the said Capital shall be divided shall be Seven thousand five hundred, and the Amount of each Share shall be Twenty Pounds.

Calls.

V. That Five Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Fifteen Pounds *per* Share shall be the utmost aggregate Amount of Calls that may be made in any One Year upon any Share, and Three Months at the least shall be the Interval between successive Calls.

Interest or Dividend not to be paid on Calls paid up.

VI. That it shall not be lawful for the Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares

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Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein 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 in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

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

VIII. That it shall be lawful for the Company to borrow on Mortgage or Bond any Sum, not exceeding in the whole 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 shall have been actually paid up; and all Monies raised under the Powers of this Act, either by Shares or by borrowing, shall be applied in carrying out the Purposes of this Act only, and for no other Purpose.

Power to borrow Money on Mortgage.

IX. That it shall be lawful for the Mortgagees of the Company to enforce the Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of such Receiver in the event of the Principal Money due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than Five thousand Pounds in the whole.

Arrears may be enforced by Appointment of Receiver.

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

First Ordinary Meeting.

XI. That the Number of Directors of the Company shall be Nine, and the Qualification of a Director shall be the Possession in his own Right of Fifty Shares in the Undertaking.

Number and Qualification of Directors.

XII. That the Quorum of a Meeting of Directors shall be Three.

Quorum of Directors.

XIII. That *Thomas Legh, John William Jodrell of Yeadsley, John Chapman, William Cameron Moore, James Walkinshaw, Thomas Carstairs,*

First Directors.

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*Carstairs, William Mercer, David Shaw Clayton, and Robert Russell Notman,* shall be the First Directors of the Company.

Power to reduce Number of Directors.

XIV. That it shall be lawful for the Company, by the Vote of any Ordinary or Extraordinary Meeting, from Time to Time to reduce the Number of Directors for the Time being, but so that the Number of Directors shall at no Time be less than Six, and also, subject to the Provisions of the Acts incorporated herewith, to 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.

Newspapers for Advertisements.

XV. That all Advertisements relating to the Affairs of the Company shall be inserted in at least One of the Papers published in the County of *Chester*.

Power to make Railway and Works according to deposited Plans.

XVI. That whereas Plans and Sections of the proposed Railway and Works, showing the Line and Levels thereof, and also a Book of Reference thereto, containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers of the Lands through which the same are intended to pass, or which may be required for the Purposes of the Undertaking, have been deposited with the Clerk of the Peace for the County of *Chester*: the said Railway and Works may be made in the Line and upon the Lands delineated upon the said Plans and described in the said Book of Reference, and according to the Levels described in the said Sections; and it shall be lawful for the Company to enter upon, take, and use such of the said Lands as shall be necessary for the Purposes thereof.

Line of Railway.

XVII. That the said Railway shall commence by a Junction with the *London and North-western* Railway in the Parish of *Cheadle* in the County of *Chester*, and terminate at *Whaley Bridge* in the Parish of *Taxal* in the same County.

Power to cross a certain Road on the Level.

XVIII. That, subject to the Provisions in this Act and in "The Railways Clauses Consolidation Act, 1845," contained, in reference to the crossing of Roads on the Level, it shall be lawful for the Company, in the Construction of the said Railway, to carry the same on the Level across the Road numbered on the said deposited Plans as follows:

Parish.	Number.	Description of Road.
Taxal - - - - -	4	Turnpike Road.

Company to erect a Station or Lodge

XIX. That the Company shall erect and permanently maintain either a Station or Lodge at the Point where the Railway crosses the before-

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

at Points of Crossing, and abide by Rules, &c. of the Board of Trade.

XX. That it shall be lawful for the Board of Trade, if it shall appear to them to be necessary for the Public Safety, at any Time either before or after the Railway hereby authorized to be carried across the said Road on the Level shall have been completed or opened for public Traffic to require the Company, within such Time as the said Board of Trade shall direct, and at the Expense of the Company, to carry the herein-before mentioned Road either over or under the Railway, by means of a Bridge or Arch in lieu of crossing the same on the Level, or to execute such other Works as under the Circumstances of the Case shall appear to the Board of Trade best adapted for removing or diminishing the Danger arising from such level Crossing: Provided always, that if such Road shall be so carried either under or over the Railway, it shall not be necessary for the Company to erect or maintain any Station or Lodge at the Point where such Road was intended to be crossed on the Level, nor to appoint any Person to watch or superintend the Crossing thereat, nor shall they be liable to any of the aforesaid Penalties for failing to do so.

Board of Trade may require a Bridge to be erected instead of Level Crossing.

XXI. That it shall be lawful for the Company to make the Bridges or Arches at the Roads numbered on the said deposited Plans as follows, of Dimensions not less than the Dimensions following :

As to Dimensions of certain Bridges.

Parish.	Number.	Span.	Height.
Stockport - - -	279	20 Feet	15 Feet.
Ditto - - - -	338	20 Feet	15 Feet.
Ditto - - - -	356	20 Feet	14 Feet.

XXII. And whereas it appears by the said deposited Plans that it is intended, under the Authority of this Act, that Diversions or Alterations shall be made in the Line of the *Manchester and Buxton* Turnpike Road (herein-after called the Turnpike Road), and that the

Regulating the Mode of carrying the Railway under and across the

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Manchester  
and Buxton  
Turnpike  
Road.

Railway by this Act authorized to be made is intended to be carried under and across the said Turnpike Road, and that the said Diversions and Alterations are intended to be made at certain Points in the Township of *Disley* in the Parish of *Stockport* in the County of *Chester*, and in the Township of *Yeadsley-cum-Whaley* in the Parish of *Taxal* in the said County of *Chester*: Be it enacted, That such Crossings shall be effected by means of good and substantial Bridges of Stone, Brick Work, or Iron over the said intended Railway, and the clear Carriage Road and Footpaths at the Sides thereof over each such Bridge shall not be less than Forty-two Feet in Width, except with the Consent of the Trustees of the said Road, and the Battlements, Parapets, and Fences, or Screen Walls on each Side of each such Bridge shall not be less than Six Feet in Height from the Level of the Centre of each such Bridge, without such Consent as aforesaid.

Company to  
keep Bridge,  
&c. in repair.

XXIII. That the Company shall and they are hereby required, at their own Expense, from Time to Time and at all Times to maintain and keep, in good, safe, and sufficient Order, Repair, and Condition, the said Bridges, and the Supporting or Wing Walls of the same, and the Side Walls supporting the raised Approaches to the said Bridges, and the retaining or supporting Walls and Slopes of all Embankments and Cuttings or Excavations to be made, formed, or constructed by the said Company on either Side of the said Turnpike Road, wherever the said Company shall as aforesaid divert, alter, or interfere with the said Turnpike Road.

Obstructions  
on Roads to  
be removed  
under  
Penalty.

XXIV. That if any avoidable Obstruction shall be occasioned to the Traffic upon the said Turnpike Road, either in the Execution of the Works by this Act authorized or consequent thereon, or by the same being allowed to fall into Decay, the Company shall forthwith, at their own Expense, remove such Obstruction, and make good any Damage or Injury done to the said Road, or in default thereof shall pay to the Trustees of the said Turnpike Road the Sum of Ten Pounds for every Day during which such Obstruction shall continue.

For making  
Drains at the  
Crossings of  
the Manches-  
ter and Bux-  
ton Turnpike  
Road.

XXV. That the Company shall and they are hereby required to make and form at each of the said several Points or Places where the said Railway crosses the said Turnpike Road, or where the said Road shall be altered or diverted by the said Company, such and so many Main or other Drains, Sewers, Culverts, or Watercourses as shall be necessary to well and effectually drain and carry off the Surface Water from the said Turnpike Road and Bridges respectively, such Drains, Sewers, Culverts, and Watercourses to be made by and at the Expense of the Company, in such Manner and at such Places and of such Capacity as shall be agreed on between the Company  
and

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and the Trustees of the said Turnpike Road, and to be from Time to Time and at all Times for ever hereafter kept open, cleansed, and maintained in good and sufficient Order, Repair, and Condition, by and at the Expense of the Company; and in case any Dispute or Difference shall arise between the Company and the said Trustees as to the Number, Place, or Capacity, or the Mode or Manner of laying, making, or constructing the said Drains, Sewers, Culverts, or Water-courses, or as to the keeping open, cleansing, or Maintenance of the same, or as to any other Matter or Thing respecting the same, then and in every such Case the same shall be referred to Arbitration in the Manner provided by "The Lands Clauses Consolidation Act, 1845."

XXVI. That every Diversion and Alteration of the said Turnpike Road shall be made and formed of the full available Width of the said Turnpike Road at the Points or Places at which such Diversions or Alterations are severally intended to be made; and no Part of the said Road when so diverted or altered as aforesaid, nor any Junctions of such Diversions or Alterations respectively with the present Line of the said Turnpike Road, shall be of a less Radius than Seventy-seven Yards without Consent, and the Gradient of the said Road, when diverted or altered as aforesaid, shall not be greater than One Foot in Height for every Forty Feet in Length; and the said Diversions or Alterations shall be made and formed, and for One Year after the Completion thereof maintained and kept in good Order, Repair and Condition, by and at the Expense of the Company, to the Satisfaction of the Surveyor for the Time being of the said Turnpike Road.

As to the Diversion of the Manchester and Buxton Turnpike Road.

XXVII. That the Company shall and they are hereby required, wherever the Centre Line of the said Railway shall approach within Fifty Yards of the said Turnpike Road, to make and form and for ever thereafter maintain at the Expense of the Company, either at the Side of the said Turnpike Road or of the said Railway (as the Case may be), such and so many Screens as shall be by the said Trustees of the said Turnpike Road considered necessary for the due Protection of the Public, such Screens to be made of Stone, Timber, or sodded Mound, at the Option of the Company, and of such Height as shall from Time to Time be agreed on between the said Company and the said Trustees; and if any Dispute or Difference shall arise between the said Company and the said Trustees with respect to the Height or Form of, or in any other way relating to, such Screens, then and in every such Case the same shall be referred to Arbitration in the Manner provided by "The Lands Clauses Consolidation Act, 1845."

Company to erect Screens on certain Places.

XXVIII. And whereas the Railway is intended to pass under the *Macclesfield* Canal in the Parish of *Stockport*, belonging to the *Manchester*,

Nothing to affect Powers of Manchester, Sheffield,

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&c. Railway  
Company.

*Manchester, Sheffield, and Lincolnshire* Railway Company, and it is expedient to make the following Provisions in respect thereof: Be it therefore enacted, That nothing in this Act contained shall take away, diminish, alter, prejudice, or affect any of the Rights, Privileges, Powers, or Authorities vested in the *Manchester, Sheffield, and Lincolnshire* Railway Company as the Proprietors of the *Macclesfield* Canal, or authorize or empower the Company to alter the Line or Level of the said Canal or of the Towing-path thereof, or of any Part or Parts thereof respectively, except for temporary Purposes, or to obstruct the Navigation of the said Canal or any Part thereof, or to divert from the said Canal any of the Water therein, or to otherwise injure the said Canal or any of the Works thereof.

Company in  
passing  
under Canal  
not to deviate  
from a cer-  
tain Line  
described on  
Plan.

XXIX. That it shall not be lawful for the Company, in passing under the said Canal, to make any Deviation to the Southward from the Line of the Railway as delineated and described upon the deposited Plans, without the Consent in Writing of the *Manchester, Sheffield, and Lincolnshire* Railway Company; or, except temporarily during the Construction of the Railway, to diminish or alter the Width or Depth of the Waterway of the Canal, or, except for the Purpose of passing under the Canal and constructing the said Railway, to take or use for the Purposes of the Railway any Part of the Canal, or of the Wharfs, Locks, Side Ponds, Towing-paths, Bridges, Banks, or other Works belonging to the Canal or any Part thereof, or of any Land belonging to the said *Manchester, Sheffield, and Lincolnshire* Railway Company, without the Consent of the *Manchester, Sheffield, and Lincolnshire* Railway Company under their Common Seal first had and obtained.

Company in  
carrying  
Railway  
under Canal  
to make an  
Arch or  
Tunnel and  
keep the  
same in  
Repair.

XXX. That for the Purpose of carrying the Railway under the Canal and the Towing-path and Works thereto, an Arch or Tunnel shall be formed of Brick or Stone or Iron, and the same shall be made and for ever thereafter maintained and kept in good and substantial and Water-tight Repair by the Company, and the Depth of the Water in the Canal over and adjoining the Arch or Tunnel shall be not less than Five Feet Nine Inches for a Space of Eighteen Feet at least in Breadth, and the Slopes of the said Part of the said Canal shall not be less than One Foot and a Quarter horizontal to One Foot perpendicular; and the Canal over the said Arch or Tunnel, and for a Space of Fifty Feet on each Side thereof (except as to any Part of the Arch or Tunnel which shall be formed of Iron), shall be well and sufficiently puddled with Clay or other proper Material for the Depth of Two Feet Six Inches at the Bottom of the Canal, and the same shall be effectually united to the present Puddle of the Canal, and the Towing-path shall be preserved of the same Width  
and



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and Level as the existing Towing-path, and all the Works for the Formation of the said Arch or Tunnel and connected therewith, and for all Repairs and Renewals thereof, shall be constructed and formed according to Plans and Specifications to be submitted to the Engineer for the Time being of the said *Manchester, Sheffield, and Lincolnshire* Railway Company, and approved of by him, (subject, nevertheless, to the Provisions for Arbitration herein-after contained,) previously to the Commencement of the Works, and shall (subject as aforesaid) be commenced, carried out, and completed to the reasonable Satisfaction of such Engineer, so that no unreasonable Obstruction or Interruption shall be caused to the Boats or Barges passing along the said Canal, or to the Horses towing the same; and in the event of the Company executing the Works under the said Canal without making any temporary Diversion of such Canal, the Company shall at all Times during the Formation of such Arch or Tunnel, and any future Repairs or Renewals thereof, provide temporary Water-tight Works for maintaining a clear Waterway of the Width of Ten Feet at least for the uninterrupted Passage of Boats and Barges along the said Canal, or along a temporary Side Canal, as the Case may be, and Stages for the uninterrupted Passage of the Horses towing the same, and in case, during the Progress of any such Works, any Damage shall be occasioned to the said Canal, Towing-path, or Wharfs, the Company shall, to such reasonable Satisfaction as aforesaid, restore the same to the same State and Condition, as near as may be, as before the happening of any such Damage.

XXXI. That if the Works connected with the said Arch or Tunnel or any Part thereof shall be imperfectly constructed, or if at any Time or Times hereafter the said Arch or Tunnel or any Part thereof shall be out of repair, or any Loss of Water or any Obstruction or Interruption to the Navigation of the Canal shall occur, and Notice thereof in Writing shall be given by any Agents of the said *Manchester, Sheffield, and Lincolnshire* Railway Company, or their Secretary or other Officer, to the Company or their Secretary or other proper Officer, and in case the Company shall not, for the Space of Twenty-one Days after such Notice shall have been given, or forthwith thereafter, if the Nature of the Case shall require, well, sufficiently, and effectually amend such imperfect Construction, or repair such Arch or Tunnel or Works, or make good and prevent such Loss of Water, or remove such Obstruction or Interruption, as the Case may be, to such reasonable Satisfaction as aforesaid, and complete the same with all reasonable Expedition, it shall be lawful for the *Manchester, Sheffield, and Lincolnshire* Railway Company from Time to Time to make good such Construction, to perform such Repairs, to make good and prevent such Loss of Water, or to remove such Obstruction or Interruption as aforesaid, as the

If Company fail to keep Arch, &c. in repair, the *Manchester, &c. Railway* Company may do so at Expense of Company.

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Case may require; and the Company shall and they are hereby required from Time to Time to pay to the *Manchester, Sheffield, and Lincolnshire* Railway Company, or to their Treasurer for the Time being, within Fourteen Days after Demand, all the Costs and Expenses which may be incurred by them from Time to Time in and about the Superintendence or Construction of all the hereinbefore mentioned Works or Repairs; and if the same be not paid on Demand the same may be recovered by the *Manchester, Sheffield, and Lincolnshire* Railway Company in any Court of competent Jurisdiction.

Limitation of  
Time for  
Completion  
of Arch or  
Tunnel.

XXXII. That the said Arch or Tunnel, and all the Works connected therewith and with the said Canal, shall, in case there shall be no such temporary Diversion of such Canal as aforesaid, be completed within the Period of Nine Months from the Day on which the same shall be commenced, and in case there shall be a temporary Diversion of the Course of such Canal such Diversion shall be effected in such Manner only as shall leave a clear Waterway of not less than Sixteen Feet, and a clear Towing-path of not less than Five Feet in Width, and the Restoration of the said Canal to its present Line and Direction shall be completed by and at the Expense of the Company, within Three Months after the Completion of the said Arch or Tunnel and Works; and in case it shall happen that the said Arch or Tunnel and Works, or the Restoration of the said Canal, shall not be completed within such respective Periods as aforesaid, the Company shall forfeit and pay to the *Manchester, Sheffield, and Lincolnshire* Railway Company, as and for ascertained Damages, after those Periods respectively, the Sum of Twenty Pounds for every Day until the said Arch or Tunnel and Works and Restoration shall be completed; and if in the Execution of any of the Works by this Act authorized to be made, or if by reason or in consequence of any Act, Neglect, or Omission of the Company or of their Agents or Servants, or if or by reason or in consequence of the said Works when made, the Water of the *Macclesfield* Canal shall leak, escape, or run to Waste from the said Canal, the Company shall make Compensation for all Damage, Loss, or Injury occasioned thereby to the *Manchester, Sheffield and Lincolnshire* Railway Company; and if by reason of any of the Circumstances or Causes aforesaid it shall happen that the Navigation of the said *Macclesfield* Canal, or the Passage along the Towing-path thereof, shall be so obstructed or interrupted as that Boats or other Vessels navigating the said Canal, or the Horses drawing the same, shall be substantially impeded in their Passage, or shall not be able to pass along the said Canal and Towing-path, or either of them, then and in any and every such Case the Company shall pay to the *Manchester, Sheffield, and Lincolnshire* Railway Company the Sum of Fifty Pounds, as and for ascertained Damages, for every Day during

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during which any and every such Obstruction or Interruption shall continue.

XXXIII. That nothing herein contained shall extend to prevent the *Manchester, Sheffield, and Lincolnshire* Railway Company, or any Owner of Boats or Barges or other Traders navigating the said Canal, from recovering from the Company any special Damage that may be sustained by them, or any of them, or that they may be liable to pay and shall pay to any other Company, Person or Persons whomsoever, for or on account or by reason or in consequence of the Neglects or Defaults of the Company, or by the flowing of the Water out of the said Canal, if the same shall be caused or happen by reason of the Construction or Repair or Want of Repair of the said Railway or the said Arch or Tunnel and other Works connected therewith, beyond the Amount of such stipulated Damages as aforesaid, and any such special Damage may be recovered by Action of Debt or on the Case in any Court of competent Jurisdiction.

Nothing to prevent *Manchester, &c.* Railway Company, &c. from recovering special Damages.

XXXIV. And whereas the said *Manchester, Sheffield, and Lincolnshire* Railway Company are or claim to be Owners of the *Peak Forest* Canal, near to which the Railway is proposed to be constructed at various Points: Be it enacted, That the Railway shall be so constructed as that the said Canal shall not, without the Consent in Writing of the *Manchester, Sheffield, and Lincolnshire* Railway Company in each Case first had and obtained, be at any Point, except at the Points herein-after mentioned, less than Thirty Feet distant from the lowest Part of any Embankment or the Top Part of any Cutting over or through which the Railway may be carried: Provided always, that, at or near the Points respectively marked Seven Miles and Seven Furlongs, and Eight Miles and Seven Furlongs on the said deposited Plans, the Railway may be so constructed for the Distance of Two hundred Feet at or near each of the said Points as that the nearest Portion thereof to the said Canal shall not, without such Consent as aforesaid, be less than Fifteen Feet from the said Canal.

As to Construction of Railway near certain Embankments, &c.

XXXV. That the Company shall, if required by the said *Manchester, Sheffield, and Lincolnshire* Railway Company, by Writing under the Hand of their Secretary addressed to and left with the Secretary of the Company at any Time within One Year after the passing of this Act, make and maintain at their own Expense a proper and convenient Siding for the Interchange of Traffic between the Points marked Eight Miles Two Furlongs and Eight Miles Six Furlongs on the deposited Plans, and the Line or Course of such Siding, and all Works for the Formation thereof, shall be approved of by and be executed to the reasonable Satisfaction of the Engineer of the said *Manchester, Sheffield, and Lincolnshire* Railway Company: Provided

Company, if required, to make a proper Siding at certain Points for Interchange of Traffic.

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Provided always, that such Siding shall not be required to be more than Three hundred Yards in Length, or to have any Gradient steeper than One Foot in Fifty Feet, or any sharper Curve than Fifteen Chains Radius, and that the Company shall not be required to purchase or pay Compensation for any Land belonging to the said *Manchester, Sheffield, and Lincolnshire* Railway Company which may be required for the Purposes of such Siding.

Company to take Precautions for preventing Injury to Canal, &c.

XXXVI. That the Company shall take all necessary Precautions to prevent any permanent or temporary Injury to the said Canal, or the falling of any Earth or Soil therein, or any Loss or Draining or Diversion of Water therefrom, or any Interruption or Obstruction of the Navigation thereof, by any of their Works or Proceedings, and shall make good all Damage or Injury from Time to Time occasioned to the said Canal by the Works of the Company, and shall make full Compensation to the *Manchester, Sheffield, and Lincolnshire* Railway Company for all Loss, Cost, Damages, or Expenses which such Company may incur or sustain as aforesaid; the Amount of such Compensation, in case of Dispute, to be ascertained and recovered in like Manner as any other Damages may be ascertained and recovered against the Company under this Act.

Differences between Engineers to be settled by an Engineer to be appointed by President of Institution of Civil Engineers.

XXXVII. Provided always, That if any Question shall arise between the Engineer for the Time being of the Company and the Engineer for the Time being of the *Manchester, Sheffield, and Lincolnshire* Railway Company with reference to any Works, Renewals, or Repairs by this Act required to be done to the reasonable Satisfaction of the last-named Engineer, then and in every such Case the Matters in dispute shall be determined by an Engineer to be from Time to Time appointed for the Purpose by the President for the Time being of the Institution of Civil Engineers on the Application of either of the Parties in difference; and the Award in Writing of the Engineer so appointed, upon the Matters submitted to him, shall be binding and conclusive on both the said Companies, and his reasonable Expenses shall be paid by such One of the said Companies, or by both of them, and in such Proportions, as he shall direct.

As to collateral Branch Railways to be made by the Owner of the Poynton and Worth Estate.

XXXVIII. That the Owner for the Time being of the *Poynton and Worth* Estate may, under the Power of laying down collateral Branches of Railway to communicate with the Railway given by "The Railways Clauses Consolidation Act, 1845," lay down Two such collateral Branch Railways to communicate with the Railway by this Act authorized; and the Company shall, if required, at the Expense of such Owner, make such Openings in their Rails and such additional Lines of Rail as may be necessary for effecting such Communications, notwithstanding that such Openings and Com-

munications

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munications may be required to be made upon an Inclined Plane: Provided always, that the Exercise of the foregoing Power shall be subject to the Provisions and Restrictions of the Act of the Sixth Year of the Reign of Her present Majesty, "for the better Regulation of Railways and the Conveyance of Troops," and shall also be subject to the Provisions of "The Railways Clauses Consolidation Act, 1845," relating to such collateral Branch Railways (except as regards the Exemption from making Openings on Inclined Planes by that Act conferred): Provided also, that if any Difference shall occur between the Engineer for the Time being of the Company and such Owner as aforesaid, or his Agent, with reference to the Points at which such Communications should be made, or the Mode of constructing the same, or the Openings to be made by the Company, or otherwise in reference thereto, the Matters in difference shall be decided at the Expense of such Owner by a Referee to be appointed by the Board of Trade on the Application of either of the Parties in difference.

XXXIX. That the Communication between the Railway hereby authorized to be made and the *London and North-western* Railway, and all such Openings in the Ledges or Flanches of that Railway as may be necessary or convenient for effecting such Communications, shall be made and maintained at the sole Expense of the Company hereby incorporated, but under the Direction and Superintendence of the Engineer for the Time being of the *London and North-western* Railway Company; and in case of any Difference arising between the Engineer of the Company and that of the *London and North-western* Railway Company as to the Mode of effecting such Communications, then the same shall be determined by a Referee to be appointed, on the Application of either Company, by the Board of Trade.

Communications with London and North-western Railway to be made under the Direction of their Engineer.

XL. That nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company hereby incorporated to take or enter upon any of the Lands belonging to the *London and North-western* Railway Company, or to alter, vary, or interfere with the said *London and North-western* Railway or any of the Works thereof, further or otherwise than is necessary for the convenient Junction and Intercommunication between the *London and North-western* Railway and the Railway hereby authorized, without the Consent in Writing of the *London and North-western* Railway Company in every Instance for that Purpose first had and obtained.

Not to interfere with Works of the London and North-western Railway Company without Consent.

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

[Local.]

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Saving Rights of the London and of

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North-western Railway Company. of the *London and North-western* Railway Company otherwise than is herein expressly provided.

Lands for extraordinary Purposes. XLII. That the Company may purchase by Agreement, and not compulsorily, for extraordinary Purposes, as defined in "The Railways Clauses Consolidation Act, 1845," any Quantity of Land not exceeding Thirty Acres.

Limiting Time for compulsory Purchase of Lands. XLIII. That 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 Term for Exercise of other Powers. XLIV. That after the Expiration of Five Years from the passing of this Act, all the Powers hereby 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.

Security for Completion of Railway within Time limited. XLV. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, the Sum of Eleven thousand two hundred and fifty Pounds, being One Tenth Part of Three Fourths of the Amount of the Estimate of the Expense 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: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Sum of Eleven thousand two hundred and fifty 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 Survivor or Survivors of them, unless the said Company shall, previously to the Expiration of Five Years from the passing of this Act, 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 of Five Years 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 immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and

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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 two hundred and fifty 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 two hundred and fifty Pounds if the said Company shall not, within Five Years from the passing of this Act, 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, or the Executors or Administrators of such Survivor, 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.

XLVI. That it shall be lawful for the Company to demand any Tolls for the Use of the Railway, not exceeding the following; (that is to say,) Power to take Tolls.

In respect of the Tonnage of all Articles conveyed thereon, or upon any Part thereof, and included within the following Classes:

Class 1. For all Compost, Dung, and all Sorts of Manure, Lime, and Limestone, and all undressed Materials for the Repair of Roads or Highways, Coals, Ironstone, and Iron Ore, *per Ton per Mile* not exceeding One Penny; and if conveyed in Carriages belonging

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belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny; and if propelled by an Engine belonging to the Company, a further Sum *per Ton per Mile* not exceeding One Halfpenny:

Class 2. For all Coals, Coke, Culm, Charcoal, and Cinders, all Stones for building, pitching, and paving, all other Stones, all Bricks, Tiles, Slates, Clay, Sand, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per Ton per Mile* not exceeding One Halfpenny; and if conveyed in Carriages belonging to the said Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny; and if propelled by an Engine belonging to the Company, a further Sum *per Ton per Mile* not exceeding One Halfpenny:

Class 3. For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per Ton per Mile* not exceeding Twopence; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding Three Farthings; and if propelled by an Engine belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny:

Class 4. For all Cotton and other Wools, Drugs, manufactured Goods, and other Wares, Merchandise, Fish, Articles, Matters, or Things, *per Ton per Mile* not exceeding Threepence; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Penny; and if propelled by an Engine belonging to the Company, a further Sum *per Ton per Mile* not exceeding One Halfpenny:

Class 5. For every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, not exceeding Sixpence *per Mile*; and if any such Carriage be conveyed on a Truck or Platform belonging to the Company, an additional Sum *per Mile* not exceeding Twopence; and if propelled by an Engine belonging to the Company, a further Sum *per Mile* not exceeding Twopence, and the Sum of One Penny Halfpenny *per Mile* for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton beyond One Ton which any such Carriage may weigh; and if conveyed on a Truck or Platform belonging to the Company, an additional Sum not exceeding One Penny Halfpenny *per Mile* for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton.

In respect of Animals conveyed in Carriages upon the Railway, as follows:

Class 6. For every Horse and Ass or other Beast of Draught or Burden conveyed in or upon any such Carriage, *per Mile* not exceeding



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exceeding Threepence ; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Penny ; and if such Carriage be propelled by an Engine belonging to the Company, a further Sum *per* Mile not exceeding One Halfpenny :

Class 7. For every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any such Carriage, the Sum of Twopence *per* Mile ; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Halfpenny ; and if such Carriage be propelled by an Engine belonging to the Company, a further Sum *per* Mile not exceeding One Halfpenny :

Class 8. For every Calf or Pig, Sheep, Lamb, or other small Animal, conveyed in or upon any such Carriage, *per* Mile not exceeding One Halfpenny ; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Farthing ; and if propelled by an Engine belonging to the Company, a further Sum *per* Mile not exceeding One Farthing.

In respect of Passengers conveyed in Carriages upon the Railway as follows :

For every Person conveyed in or upon any such Carriage, *per* Mile not exceeding Twopence ; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Penny ; and if propelled by an Engine belonging to the Company, an additional Sum *per* Mile not exceeding One Penny.

XLVII. That the following Provisions and Regulations shall be applicable to the fixing of such Tolls ; (that is to say,) Regulations  
respecting  
Tolls.

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

For a Fraction of a Mile beyond Three Miles, or beyond any greater Number of Miles, the Company may demand Tolls and Charges 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, Beech, or Ash, and

[*Local.*]

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Fifty

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Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so in proportion for every smaller Quantity.

Tolls for  
small Par-  
cels and sin-  
gle Articles  
of great  
Weight.

XLVIII. That 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 the Company may demand for Parcels not exceeding Seven Pounds Weight, any Sum not exceeding Fourpence:

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

For Parcels exceeding Fourteen Pounds and not exceeding Twenty-eight Pounds, any Sum not exceeding One Shilling and Fourpence:

For Parcels exceeding Twenty-eight Pounds and not exceeding Fifty-six Pounds, any Sum not exceeding Two Shillings:

And for Parcels exceeding Fifty-six Pounds and less than Five hundred Pounds, 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, a 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 Sixpence *per Ton per Mile*; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum *per Ton per Mile* not exceeding Sixpence; and if propelled by an Engine belonging to the Company, a further Sum *per Ton per Mile* not exceeding Twopence:

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.

XLIX. That 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

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Conveyance of any Goods other than small Parcels by Passenger Trains, or in respect of the Conveyance of such Parcels by Express Trains.

L. That 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.

Passengers  
Luggage.

LI. That the maximum Rates of Charge to be made by the Company for the Conveyance of Passengers upon the Railway, including the Tolls for the Use of the Railway and of Carriages, and for Locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following Sums :

Maximum  
Tolls for  
Passengers.

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

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

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

Provided always, that if any Passenger be conveyed for a less Distance than Three Miles, it shall be lawful for the Company to demand and receive Toll as for Three Miles ; and for any Fraction of a Mile beyond Three Miles, it shall be lawful for the said Company to demand Toll 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.

LII. That the maximum Rate of Charge to be made by the Company, 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 a reasonable Sum for loading, covering, and unloading, and the Delivery or Collection of Goods, when such Services or any of them are performed by the Company, and except a reasonable Sum for Warehouse and Wharfage,) shall not exceed the Amounts mentioned in the following Table ; (that is to say,)

Maximum  
Tolls for  
Goods.

For Matters herein-before mentioned in Class 1, not exceeding Twopence *per* Ton *per* Mile :

For Matters mentioned in Class 2, not exceeding Twopence Halfpenny *per* Ton *per* Mile :

For Matters mentioned in Class 3, not exceeding Threepence *per* Ton *per* Mile :

For

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For Matters mentioned in Class 4, not exceeding Fourpence *per* Ton *per* Mile :

For any Carriage mentioned in Class 5, not weighing more than One Ton, not exceeding Sixpence *per* Mile, and if weighing more than One Ton, not exceeding One Penny Halfpenny *per* Mile for every Quarter of a Ton or fractional Part of a Quarter of a Ton above One Ton :

For everything mentioned in Class 6, not exceeding Fourpence *per* Mile :

For everything mentioned in Class 7, not exceeding Twopence Halfpenny *per* Mile :

For everything mentioned in Class 8, not exceeding One Penny *per* Mile :

Provided always, that if any such Animals, Goods, Articles, Matters, or Things shall be conveyed for a less Distance than Three Miles, it shall be lawful for the Company to demand and receive Tolls as for Three Miles ; and for any Fraction of a Mile beyond Three Miles, it shall be lawful for the said Company to demand Toll 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.

Restriction as to Charges not to affect Special Trains.

LIII. That the Restriction as to the Charge to be made for Passengers shall not extend to any Special Train that may be required to be run upon the said Railway, but shall apply only to the Ordinary and Express Trains appointed or to be appointed from Time to Time by the said Company for the Conveyance of Passengers and Goods upon the said Railway.

Power to enter into Traffic Arrangements with London and North-western Railway Company.

LIV. That the Company and the *London and North-western* Railway Company may from Time into Time enter into Agreements with respect to the following Purposes or any of them ; (that is to say,)

The Use and Working by the *London and North-western* Railway 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 *London and North-western* Railway Company of the whole or any Part of the Traffic upon the said Railway :

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 Repairs :

The

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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.

LV. That any such Agreement shall not be for more than Ten Years, and no such Agreement shall have any Operation until the same shall have been approved of by the Board of Trade, and no such 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 Agreement, be entitled to the Use and Benefit of the Railways 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 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.

Duration of Agreement, and to be approved of by Board of Trade, but not to affect Persons not Parties thereto.

LVI. That the said Companies may, by any such 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 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.

Joint Committee for carrying Agreement into effect.

LVII. That at the Expiration of the said 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 Agreement as aforesaid, they shall give Notice of their Intention to enter into such Agreement by Advertisement,

Agreement may be renewed with Approval of Board of Trade. Notice to be given of intended Agreements.

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ment, 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 or Railways to which such proposed 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 Agreement, and desiring to object thereto, may bring such Objections before the Board of Trade, and no such Agreement shall be valid at Law or in Equity until the same shall have been approved of by the Board of Trade.

Working Arrangements, &c. not to take effect unless approved by Three Fifths of the Shareholders.

LVIII. That no such 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 the Company specially convened for that Purpose.

Meeting how to be convened.

LIX. That 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 the Company is situate, the last of which Advertisements shall be published not less than Seven Days before such Meeting, and also by a Circular addressed to each Shareholder entitled to vote at Meetings of the Company, to be served in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders.

For securing the Use of the Line for other Undertakings

LX. That if the *Manchester, Sheffield, and Lincolnshire* Railway Company, the *Cromford and High Peak* Railway Company, or any other Company or Companies who may be hereafter authorized by Parliament to construct any Railway or Railways through the *Derwent Valley*, the *Wye Valley*, or the *Goyt Valley*, shall desire to form a Junction or Junctions between their Railway or Railways and that Portion of the Railway by this Act authorized which lies between the Point marked Six Miles and Four Furlongs on the said deposited Plans and the Terminus at *Whaley Bridge*, and to use that Portion of the Railway by this Act authorized and the Works connected therewith, the Company shall permit them so to do, and to make all such Openings in the Ledges or Flanches of the Railway by this Act authorized as shall be necessary or convenient for effecting such Junctions, and shall afford all reasonable Facilities for the Use of the before-mentioned Portion of Railway and the Works connected therewith, upon Payment of such gross or periodical Sums and upon such Terms and Conditions as may be agreed upon: Provided always, that all such Junctions and Openings shall be made, at the Expense of

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of the Company requiring the same, in a substantial and workmanlike Manner by means of Connexion Rails and Points of the Construction and laid in the Manner for the Time being most approved, and to the reasonable Satisfaction of the principal Engineer for the Time being of the Company: Provided also, that in case of Difference between the Company and the *Manchester, Sheffield, and Lincolnshire* Railway Company or any such other Company, or between their respective Engineers, with reference to the Payments, Terms, and Conditions to be made, fulfilled, and observed for or in respect of the Use of the before-mentioned Portion of the Railway, or with reference to the Management and Conduct of the Traffic thereon, or with reference to the Number, Position, or Construction of the Junctions so to be permitted as aforesaid, or otherwise with reference to the Subjects aforesaid, or any of them, the Matters in dispute shall be settled by Arbitration in manner in that Behalf provided by "The Railways Clauses Consolidation Act, 1845;" and every Company who, or whose Engineer (in that Capacity), shall be a Party to such Reference to Arbitration, who shall refuse or neglect to perform, observe, and conform to any Decision given, or Rule or Regulation made, by the Arbitrators or Umpire, shall forfeit and pay any Sum not exceeding One hundred Pounds for every such Offence, and Fifty Pounds for every Day during which such Offence shall continue.

LXI. That the Costs and Expenses of obtaining and passing this Act, and preparatory or incidental thereto, shall be paid by the Company. Expenses of Act.

LXII. That whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act for the Conveyance of the Mails by Railway*; and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways*; and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*; and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways*; and another Act was passed in the Tenth Year of the Reign of Her said Majesty, intituled *An Act for regulating the Gauge of Railways*; and another Act was passed in the Fifteenth Year of the Reign of Her said Majesty, intituled *An Act to repeal the Act for constituting Commissioners of Railways*: Nothing in this Act contained shall be held to exempt the said Railway or the said Company from the Provisions of the said several Acts respectively, Railway to be subject to Provisions of 1 & 2 Vict. c. 98. 3 & 4 Vict. c. 97. 5 & 6 Vict. c. 55. 7 & 8 Vict. c. 85. 9 & 10 Vict. c. 57. and 14 & 15 Vict. c. 64.  
but

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but that such Provisions shall be in force in respect to the said Railway and Company so far as the same shall be applicable thereto.

Railway not exempt from Provisions of future General Acts.

LXIII. That nothing herein contained shall be deemed or construed to exempt the said Railway or Company from the Provisions of any General Act relating to this Act, or 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 of the Tolls for small Parcels authorized by this Act.

Saving the Rights of the Crown.

LXIV. That nothing whatsoever contained in this Act, or in any of the Acts herein referred to, shall extend to authorize the Company to purchase, take, use, or otherwise interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights in respect thereof, belonging to Her Majesty in right of Her Crown, or in which Her Majesty is interested in right of the Hundred, Manor, Borough, or Forest of *Macclesfield*, without the Consent in Writing of the Commissioners or Commissioner for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, first had and obtained for that Purpose, and which such Commissioners or Commissioner are and is hereby authorized and empowered to give, or to divest, prejudice, diminish, alter, or take away any of the Estates, Rights, Privileges, Powers, or Authorities which now are or hereafter may be vested in or enjoyed by Her Majesty, Her Heirs or Successors.

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