



ANNO VICESIMO NONO & TRICESIMO

VICTORIÆ REGINÆ.

Cap. cxcii.

An Act for empowering the *Manchester, Sheffield, and Lincolnshire* Railway Company, the *Great Northern* Railway Company, and the *Midland* Railway Company to make new Lines of Railway in connexion with the Railways authorized by the *Manchester, Sheffield, and Lincolnshire* Railway (Extension to *Liverpool*) Act, 1865; and to abandon and divert a Portion of the Line of Railway authorized by that Act; and to stop up and divert a Part of the Duke of *Bridgewater's* Canal. [16th July 1866.]

WHEREAS by "The *Manchester, Sheffield, and Lincolnshire* Railway (Extension to *Liverpool*) Act, 1865," (hereafter in this Act called "the *Liverpool* Extension Act of 1865,") the *Manchester, Sheffield, and Lincolnshire* Railway Company (hereafter in this Act called "the *Sheffield* Company") were authorized to raise additional Share Capital, not exceeding Seven hundred and fifty thousand Pounds, and to raise additional Loan Capital not exceeding Two hundred and fifty thousand Pounds, and to construct

[*Local.*] 29 K Two

28 & 29 Vict.
c. ccclxxviii.

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28 & 29 Vict.
c. cccxxvii.

Two Railways for affording better Communication between *Manchester* and the manufacturing Districts and *Liverpool*: And whereas a Bill is now pending in Parliament to enable the *Great Northern Railway Company*, and the *Midland Railway Company* to become joint Owners with the *Sheffield Company* of the *Liverpool Extension Railway*, and the several Works authorized to be constructed by the *Liverpool Extension Act* of 1865, and it is expedient that those Companies (hereafter called "the Three Companies") should be authorized and empowered to construct the Works authorized by this Act: And whereas by "The *Cheshire Lines Transfer Act, 1865*," the *Stockport and Woodley Junction Railway*, the *Stockport, Timperley, and Altrincham Junction Railway*, the *Cheshire Midland Railway*, and the *West Cheshire Railway*, and all the Undertakings of the Four Companies empowered to construct the said Railways, and all their Lands, Tenements, and Hereditaments, Rights, Powers, Privileges, and Authorities, were absolutely transferred to and vested in the *Great Northern* and *Sheffield Companies* jointly and equally, and the Directors of the *Great Northern* and *Sheffield Companies* respectively were empowered to appoint Four Persons, such Eight Persons to form a Committee, to be called "the *Cheshire Lines Committee*," with Power (among other things) to appoint an Arbitrator to determine Differences arising in the Committee: And whereas by the same Act it was enacted that from and after the Day of certain Payments therein directed to be made by the *Midland Company* all the Enactments of that Act (except those relative to the raising of additional Capital by the *Great Northern* and *Sheffield Companies*) should be read as though the Name of the *Midland Company* had been inserted in them together with the Names of the Two other Companies, and that the *Cheshire Lines Committee* should thenceforth consist of Nine Persons, of whom Three should be nominated by each Company: And whereas it is desirable that the several Powers and Authorities given to or vested in the *Cheshire Lines Committee* by the *Cheshire Lines Transfer Act* of 1865 in reference to the *Cheshire Lines* should be exercised by the said Committee in reference to the several Railways hereby authorized: And whereas the making of the Railways in this Act described in connexion with the Railways authorized by the *Liverpool Extension Act* of 1865 would be of local and public Advantage: And whereas the Three Companies are willing to undertake the making of those Railways: And whereas it is expedient to abandon the Construction of such Portion of the Railway No. 1. authorized by the *Liverpool Extension Act* of 1865 as is in this Act described, and to construct another Railway in substitution for that Portion so abandoned: And whereas it is expedient to stop up and discontinue such Portion of the Canal belonging to the Trustees of the late Duke of *Bridgewater* as is in this Act described, and to construct another Canal in substitution for the Portion so stopped up and discontinued: And whereas

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whereas Plans and Sections of the said intended Railways and Works, and of the Lands and Houses proposed to be taken for the Purposes thereof, together with Books of Reference to such respective Plans, have been deposited with the Clerk of the Peace for the County Palatine of *Lancaster*, and with the Clerk of the Peace for the County Palatine of *Chester*, which are hereafter in this Act referred to as the deposited Plans, Sections, and Book of Reference: And whereas these Objects 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,)

1. This Act may be cited as "The *Manchester, Sheffield, and Lincolnshire Railway (New Lines) Act, 1866.*" Short Title.

2. The following Enactments (as far as the same respectively are applicable for the Purposes and are not inconsistent with the Provisions of this Act) are hereby incorporated with this Act; namely, 8 & 9 Vict. cc. 16., 18., & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

"The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860:"

The Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the Matters following; (that is to say,) the Distribution of the Capital of the Company into Shares, the Transfer or Transmission of Shares, the Payment of Subscriptions and the Means of enforcing the Payment of Calls, the Forfeiture of Shares for Nonpayment of Calls, the Remedies of Creditors of the Company against the Shareholders, the borrowing of Money by the Company on Mortgage or Bond, the Conversion of borrowed Money into Capital, and the Consolidation of the Shares into Stock, so as to apply respectively to Shares or Stock created and Mortgages granted and Money borrowed by any Company under this Act, and to affording Access to the Special Act by all Parties interested:

"The Railways Clauses Consolidation Act, 1845:"

Parts I. and III. of "The Railways Clauses Act, 1863" (relating respectively to Construction of Railway and to Working Agreements):

Parts I., II., and III. of "The Companies Clauses Act, 1863," (respectively relating to Cancellation and Surrender of Shares, to additional Capital, and to Debenture Stock,) so as to apply respectively to every Company empowered by this Act.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective Meanings, unless there be something Interpretation of Terms.

in

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in the Subject or Context repugnant to such Construction; the Expression "the Company" shall mean the Company incorporated by the first-recited Act; the Expression "the Railway" or "the Undertaking" shall mean the Railway or Undertaking by this Act authorized, or any Part thereof; and the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Power to
make Works
and Branch
Railway
according
to deposited
Plans.

4. Subject to the Provisions of this Act and of the Acts wholly or partially incorporated herewith, the Three Companies may make and maintain in the Lines and according to the Levels shown on the deposited Plans and Sections the Railways and Works herein-after described, with all proper Stations, Approaches, Works, and Conveniences connected therewith, and may enter upon, take, and use such of the Lands delineated on the said Plans and described in the deposited Books of Reference as may be required for the Purposes of this Act. The Railways and Works herein-before referred to and authorized by this Act are,—

- (1.) A Railway, Two Miles and Four Furlongs or thereabouts in Length, commencing in the Township of *Poulton* otherwise *Poulton-cum-Fernhead* in the Parish of *Warrington* and County Palatine of *Lancaster*, by a Junction with the Railway No. 1. authorized by the *Liverpool* Extension Act of 1865, in a Field numbered 50 in that Township on the last-mentioned Plans, and terminating in the Township of *Great Sankey* in the Parish of *Prescott* and County Palatine of *Lancaster* in a Field numbered 2 in that Township on the same Plans:
- (2.) A Railway, Four Furlongs or thereabouts in Length, commencing in the Township of *Allerton* in the Parish of *Childwall* and County Palatine of *Lancaster*, by a Junction with the Railway No. 1. authorized by the *Liverpool* Extension Act of 1865, in or near a Field numbered 13 on the last-mentioned Plans, and terminating in the Township of *Garston* by a Junction with the *Garston and Edgehill* Line of the *London and North-western* Railway Company at or near the South-eastern End of the Platform of the *Allerton* Station belonging to that Company:
- (3.) A Railway, Two Miles and One Furlong or thereabouts in Length, in substitution for the Portion of Railway by this Act authorized to be abandoned, commencing in the Township of *Stretford* in the Parish of *Manchester* in the County Palatine of *Lancaster* at a Point Three hundred Yards or thereabouts

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thereabouts to the West of the public Highway leading from *Stretford* to *Taylor's Bridge* in a Field numbered 63 in that Township on the last-mentioned Plans, and terminating at a Point on the *Manchester South Junction and Altrincham Railway* One hundred Yards to the South-west of the Centre of the Bridge which carries that Railway over *Cornbrook Road* in the same Township:

- (4.) A new Canal in lieu of and substitution for the Portion of the Canal belonging to the Trustees acting in the Execution of the Will of *Francis* late Duke of *Bridgewater* (herein-after called the *Bridgewater Canal*) herein-after authorized to be stopped up and discontinued, commencing at a Point on the said *Bridgewater Canal* One hundred and twenty Yards West of *Throstle Nest Bridge* over that Canal, and terminating at a Point on the same Canal One hundred and fifty Yards to the South-west of *Ashton's Bridge*, also over such Canal with proper and suitable Towing-paths, and other Works and Conveniences connected therewith, to be formed and completed as herein-after provided, and to be suitable and convenient for continuous Navigation in connexion with the other or remaining Portions of the said *Bridgewater Canal*, with Power to divert into the intended new Canal, when such Canal shall have been completed and ready for Use, the Waters of the *Bridgewater Canal* as now existing.

5. The Line and Site of the said new Canal shall be diverted to the Northward of the centre Line of Railway to the Extent and in the Manner shown on a Plan agreed upon by *Charles Edward Cawley* and *Charles Sacre*, the respective Engineers of the Trustees and the Three Companies (herein-after called the Engineers), such Plan being authenticated in Duplicate by the Signatures of the Engineers respectively, and shall be made and constructed on the Line or Course delineated and edged Blue on such Plan, and shall be of the respective Breadths in such Plan, and herein-after mentioned, that is to say, from Letter A to Letter C as shown on the said Plan of an uniform Width of Forty Feet at the least, except under the Bridge over the said new Canal at *Throstle Nest* herein-after mentioned, from Letter C to Letter D as shown on the said Plan of a Width gradually increasing from Forty to Sixty Feet, and from Letter D to Letter B as shown on the said Plan of an uniform Width of Sixty Feet at the least, and the said new Canal shall be so constructed as to have throughout a Depth of Water of not less than Six Feet; the said new Canal and all Junctions thereof, with the other or remaining Portions of the *Bridgewater Canal*, shall be so constructed as to be perfectly and permanently Water-tight and free from Leakage, and the Inside of

Mode of
constructing
new Canal.

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the Bank on each Side of the said new Canal shall be supported and protected throughout to the Depth of Six Feet at the least below the Top-water Level of the *Bridgewater* Canal by a good, firm, and substantial Wall on a solid Foundation, and carried up to the Level of the Top of the Bank or Towing-path, and composed of hammer-dressed faced Stone set and embedded in Hydraulic Mortar, and coped with durable Stones not less than Fourteen Inches deep and Two Feet in the Bed, and in Length not less than Four Feet, with the Joints properly joggled; the Towing-path shall be constructed on the Southerly Side of the Canal, from the Easterly Side of the Bridge, over the said new Canal at *Throstle Nest* to the *Cornbrook Bridge*, and shall be of the Width of Ten Feet at the least, except where it shall pass under the said *Throstle Nest Bridge*, and shall be properly formed and metalled.

Bridge over
Canal at
Throstle
Nest.

6. The Abutments of the Bridge for carrying the Road over the said new Canal at *Throstle Nest* aforesaid shall be parallel with the said new Canal, and such Bridge shall be so constructed as to leave in One Span or Opening a clear and available Space of Thirty-two Feet Six Inches at the least measured at Right Angles with the Face of the Abutments for Waterway, and Seven Feet Six Inches at the least measured at Right Angles as aforesaid for a Towing-path, the under Side of such Bridge to be not less than Twelve Feet throughout above the Top-water Level of the Canal, and so that the Width of such Bridge between the Parapets shall not be less than Twenty Feet; and the Three Companies shall purchase and convey to the Trustees the Plot of Land edged Purple on the said Plan for the Purpose of forming a Wharf in lieu and stead of the Canal Wharf No. 68 in *Stretford* on the deposited Plan, and which will be occupied for the Purpose of the Railway, new Canal, and Works, and shall properly enclose, fence, form, and metal the same, and shall form, ballast, and metal, and complete a convenient and approved Road from such Bridge to a Wharf to be made near the existing Coal Wharf on the Banks of the said *Bridgewater* Canal, such Road to have a clear Width of Twenty-four Feet at the least, on an Inclination not steeper than One in Twenty-five.

Bridge to be
constructed
for Use of
Boat Horses.

7. The Three Companies shall erect and build and complete on the Easterly Side of and outside the Parapet of the said Bridge at *Throstle Nest* a good and sufficient Bridge for the crossing of Boat Horses from one Side of the Canal to the other, such Bridge to be of the same Span and Height of clear Headway above Top-water Level of the *Bridgewater* Canal as the said Bridge at *Throstle Nest*, and to be separated therefrom by a Parapet of the Height of Four Feet Six Inches above the Level of the Roadway on each Side of such Parapet; the Width of such Boat-horse Bridge shall be Eight Feet

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Feet clear of Parapets, and have Approaches from the Towing-paths on each Side of the Canal, of which the Width shall be Eight Feet at the least, clear of Parapets, and the Gradients not steeper than 1 in 10; and such Boat-horse Bridge and Approaches shall have suitable Parapet Walls so constructed as to allow of the free and convenient Passage over the same of the hauling Ropes.

8. The Three Companies shall provide and construct near the said Bridge at *Throstle Nest* good and sufficient Stop Gates and Let-off in and for the Canal, with Power for the Three Companies to avail themselves of the Culvert at present constructed near thereto, so far as such Culvert shall be found suitable for effectuating the Objects and Purposes of such Stop Gates and Let-off. Stop Gates.

9. The said new Canal and Towing-path, and the said several Bridges, Approaches, Stop Gates, and Let-off, and all Works and Conveniences connected therewith respectively, shall be maintained and kept in good and substantial Repair, Order, and Condition, to the reasonable Satisfaction of the Engineer for the Time being of the Trustees, or other the Owner for the Time being of the *Bridgewater Canal*, for the Term of Ten Years from the Time at which the same respectively shall have been completed and ready for Use. Works to be done to the Satisfaction of the Engineer of the Bridgewater Trustees.

10. The said new Canal, with the said Towing-path, Bridges, Approaches, Stop Gates, and Let-off, and other Works and Conveniences appertaining thereto, shall, when made and constructed, vest in and become the absolute Property of the Trustees acting in execution of the Trusts of the Will of *Francis* late Duke of *Bridgewater* (herein called the Trustees), and other the Owner for the Time being of the *Bridgewater Canal*, in the like Manner and for the same Estates and Interests in and for which the Portion of Canal proposed to be stopped up and discontinued is now vested in such Trustees, with Power for such Trustees and Owner for the Time being to take and receive all such Tolls, Rates, and Duties, and to have, use, and exercise all such Rights, Powers, and Privileges, in, over, upon, and in respect of the said new Canal, Towing-path, and other Works connected therewith, as they or any of them can now take, receive, have, use, or exercise for or in respect of the Portion of Canal so proposed to be stopped up and discontinued as aforesaid; and as if the said new Canal, Towing-path, and Works had originally formed Part of the *Bridgewater Canal*. New Canal when completed to vest in Bridgewater Trustees.

11. When and so soon as the said new Canal, with the Towing-path, Bridges, Approaches, Stop Gates, Let-off, and other Works and Conveniences connected therewith, shall have been fully completed and ready for Navigation and Use, and shall have been duly certified in Writing, in case of Difference of Opinion between the Engineers of the Three Companies and the Trustees respectively, by an Engineer to be appointed Portion of old Canal and Towing-path may be discontinued on opening of new Canal.

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appointed by the Board of Trade, so much of the existing *Bridgewater Canal* and the Towing-path thereof as is situate between the said Point thereon One hundred and twenty Yards West of *Throstle Nest Bridge* aforesaid and the said Point thereon One hundred and fifty Yards to the South-west of *Ashton's Bridge* aforesaid, or so much thereof respectively as shall not be required for the Purpose of the continuous and convenient Navigation of the said new Canal in connexion with the other or remaining Portions of the *Bridgewater Canal*, may be stopped up by the Company, and the Use thereof as a Canal and Towing-path discontinued; nevertheless, the said Portion of Canal so proposed to be stopped up and abandoned shall be kept open and free for Navigation until the said new Canal, Towing-path, and Works shall have been fully completed, and made ready for Navigation and Use; and the Sale of the said Portion of Canal and Towing-path which shall be so stopped up and discontinued as aforesaid, except so much thereof as shall be required for the Purposes of the said new Canal and Towing-path, Banks, and other Works connected therewith, shall become the Property of and be vested in the Three Companies upon such Terms and Conditions as have been or shall be mutually agreed upon between the said Three Companies or any One or Two of them, or their or any of their Assigns, and the Trustees, their Heirs or Assigns, or other the Owner for the Time being of the *Bridgewater Canal*, or failing such Agreement, for such Consideration or Compensation as shall be settled by Arbitration under the "Lands Clauses Consolidation Act, 1845."

Bridge at
Stretford.

12. The respective Abutments or Piers of the Bridge over the *Bridgewater Canal* at or near the Water Meetings at *Stretford* at the Point where the Railway No. 4. crosses the same shall be set in a Direction parallel with the Line or Course of the Canal, and so constructed as not to diminish or contract the Width of the Waterway of the Canal or the Works connected therewith, but so as to leave in One Span or Opening the whole of the present Width of the Waterway of the Canal and of a Towing-path on each Side of the Canal, each such Towing-path being of the Width of Eight Feet, and such Bridge shall be so constructed with horizontal or flat Girders as to leave for the whole Span thereof over the said Canal and Towing-paths a clear and continuous Headway below the Soffit of the Girder or Bridge from one Pier or Abutment to the other of Twelve Feet at the least above the Top-water Level of the Canal.

Bridge to be
of either
Stone,
Bricks,
or Iron.

13. The said Bridge over the said new Canal shall be constructed of Stone, Bricks, or Iron, or of some Two or more of those Materials, and the said Bridge, Approaches, new Canal, Towing-path, Works, and Conveniences shall be constructed, made, and finished in a good, substantial, and workmanlike Manner, and of good, sound, suitable, and

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and proper Materials for such Works respectively, and shall be made, constructed, and completed in all respects according to the said Plan so authenticated as aforesaid, and in the Manner herein-before provided, and to the reasonable Satisfaction of the Engineer for the Time being of the Trustees or other the Owner for the Time being of the *Bridgewater* Canal, and shall, when the same respectively shall have been commenced, be executed and completed with all practicable Despatch.

14. Save so far as may be necessary for the Purpose of constructing the said Bridge, Approaches, new Canal, Towing-path, and other Works and Conveniences according to the said Plan so authenticated as aforesaid, and in the Manner herein-before provided, the Three Companies shall not, nor shall any of them, in the Construction of such Bridge, Approaches, new Canal, Towing-path, and other Works and Conveniences, deviate from the centre Line of the Railway No. 4. and new Canal, or either of them, or from the Levels of such Railway and new Canal, or either of them, as delineated and shown on the Plans and Sections thereof respectively deposited with the Clerk of the Peace of the County Palatine of *Lancaster*, without the Consent in Writing of the Trustees or other the Owner for the Time being of the *Bridgewater* Canal.

Not to deviate from authenticated Plan without Consent of Trustees.

15. Notwithstanding anything in this Act contained, it shall not be lawful for the Three Companies, or any of them, to purchase, take, or acquire any Part of the *Bridgewater* Canal, or of the Towing-paths or Banks thereof, or the Site, Soil, or Freehold thereof respectively, or any Right, Title, or Interest therein or thereto respectively (except so much of the Portion of the *Bridgewater* Canal so intended to be stopped up and discontinued, and vested in the Three Companies as herein-before provided, as may be required for the Construction of the said Railway No. 4. by this Act authorized), but the Three Companies may acquire such Easement only as shall be necessary for enabling the Companies to construct, maintain, and use, under and subject and according to the Provisions of this Act, the Railway No. 4. and Works connected therewith by this Act authorized.

Companies to acquire Easement only in certain Lands.

16. Save as by this Act specifically authorized, it shall not be lawful for the Three Companies or any of them at any Time or Times to put or place, whether between the Abutments of the said several Bridges or otherwise, in the *Bridgewater* Canal any Work or Material or do any other Act so as to prevent or interfere with the free and uninterrupted Navigation of such Canal, or with its being at any Time hereafter scoured, cleansed, or deepened, as Occasion may require.

Companies not to deposit Materials in *Bridgewater* Canal.

17. If in the Execution or by reason of the Construction, Maintenance, or Repair of the said Railway No. 4, Bridges, and Works
 [Local.] 29 M connected

Companies to remove Materials or Rubbish

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falling into
or deposited
in new
Canal.

connected therewith, or any of them, or by reason of any Act or Omission of the Company, their Agents, Servants, or Workmen, any Stone or Brick Work, Materials, or Rubbish shall fall into or become or be deposited in the said new Canal after Completion, or in the *Bridgewater* Canal, the Three Companies shall and they are hereby required from Time to Time forthwith as and when the same shall fall into or be deposited therein respectively to remove and clear away the same at their own Expense.

If Companies
do not
remove
Materials
Owner may
do so at
Companies
Expense.

18. In every Case in which the Company, on receiving Notice in Writing requiring them so to do from the Cashier or principal Agent of the said Trustees, their Heirs or Assigns, or other the Owner for the Time being of the *Bridgewater* Canal, shall not, as herein-before in that Behalf respectively provided, forthwith remove and clear away, or begin and proceed with all due Despatch to remove and clear away, any Stone or Brick Work, Materials, or Rubbish which shall as afore-said have fallen into or become or been deposited in the said new Canal or the said *Bridgewater* Canal, it shall be lawful for the said Trustees or other the Owner for the Time being of the said *Bridgewater* Canal, and they are hereby authorized and empowered, at the Expiration of such Notice, by themselves, their Agents, Servants, or Workmen, to remove and clear away the same, and all proper and necessary Expenses thereof, and also the Loss or Damage occasioned thereby, shall be repaid by the Company to the Trustees, their Heirs or Assigns, or other the Owner for the Time being of the *Bridgewater* Canal, and in default of Payment thereof on Demand (so that such Demand be in Writing, and state the Particulars of all such proper and necessary Expenses, Loss, and Damage,) the Trustees or other the Owner for the Time being of the *Bridgewater* Canal shall and may recover the same in manner provided by "The Railways Clauses Consolidation Act, 1845," for the Recovery of Forfeitures, Penalties, and Costs.

Penalties for
obstructing
Canal.

19. If in the Execution, Construction, Maintenance, or Repair of the said Bridge, new Canal, or Works connected therewith, or by reason of any Act or Omission of the Three Companies, their Agents, Servants, or Workmen, the said new Canal when completed, or the *Bridgewater* Canal, or any Towing-path or Works connected therewith respectively, shall at any Time be obstructed or impeded so as to hinder or prevent the proper and due Use thereof, or if any Vessel using the said new Canal when completed or the *Bridgewater* Canal shall not be able to pass along the same, or shall be impeded in such Passage, or if any Leakage be occasioned to the said *Bridgewater* Canal, or the Water thereof be wasted by reason of the said Works, or by reason of any Act or Default in or about the Construction, Maintenance, or Repair thereof, then and in any of such Cases it shall be lawful for the said Trustees, or other the Owner for the Time being

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being of the *Bridgewater* Canal, at the Costs and Charges of the Three Companies, to remove, take out, and put away any such Obstruction or Impediment, and repair and stop any such Leakage or Waste of Water; but if the Engineer for the Time being of the Three Companies shall be of opinion that the Trustees or other Owner are not proceeding with due Diligence or Despatch to remove, take out, and put away any such Obstruction or Impediment, or to repair or stop any such Leakage or Waste of Water, it shall be lawful for the Three Companies immediately to remove, take out, and put away any such Obstruction or Impediment, or to repair or stop any such Leakage or Waste of Water, and the Three Companies shall for or in respect of such Obstruction, Impediment, Leakage, or Waste pay to the said Trustees or other Owner, as or by way of ascertained Damages, and not as a Penalty, the Sum of Five Pounds for every Hour during which any such Obstruction, Impediment, Leakage, or Waste of Water shall continue until the Expiration of Three Days from the Commencement or Discovery of such Obstruction, Impediment, Leakage, or Waste of Water; and from and after the Expiration of such Three Days, or if such Impediment, Obstruction, Leakage, or Waste of Water shall have been occasioned by any wilful Act on the Part of the Three Companies, then from the Commencement or Discovery of such Obstruction, Impediment, Leakage, or Waste of Water, the Three Companies shall pay to the Trustees or other the Owner for the Time being of the *Bridgewater* Canal, as the Case may be, the Sum of Twenty Pounds for every Hour during which such Obstruction, Impediment, Leakage, or Waste of Water shall continue, such Sum being in such Case computed from the Commencement of such Obstruction, Impediment, Leakage, or Waste of Water, and as or by way of ascertained Damages; and in addition to such ascertained Damages the Three Companies shall from Time to Time repay to the said Trustees and other the Owner for the Time being of the *Bridgewater* Canal respectively the full Amount of the Costs, Charges, and Expenses which shall from Time to Time be incurred by them respectively in and about the removing, taking, or putting away any and every such Obstruction or Impediment, or in and about repairing, stopping, or making good any such Leakage or Waste of Water, or other Injuries to the said new Canal, the *Bridgewater* Canal, or any Towing-path or Works connected therewith respectively, and also all other Losses, Damages, Costs, Charges, and Expenses which the Trustees or other the Owner as aforesaid respectively shall incur, sustain, or be put to by or by reason or in consequence of any such Obstruction or Impediment, or Leakage or Waste of Water, the same respectively to be recoverable in such Manner as is provided by the "Railway Clauses Consolidation Act, 1845," with respect to the Recovery of Forfeitures, Penalties, and Costs; provided that it shall be incumbent upon the Trustees, their Heirs or Assigns, or other
Owner

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Owner as aforesaid, as the Case may be, forthwith after the same shall come to their or his Knowledge to cause Notices to be given to the Secretary of One of the Three Companies, by causing the same to be left at his Office, of any such Obstruction, Impediment, Leakage, or Waste of Water; and until the Service of such Notice the said Three Companies shall not, after the opening of Railway No. 4. for Traffic, be subject from Time to Time to the said Payment of the said ascertained Damages respectively, unless the same shall happen by or through their own wilful Act, Neglect, or Default, or that of any of their Servants or Contractors.

Saving
Rights of
Bridgewater
Trustees.

20. Except as hereby expressly and specifically enacted, nothing in this Act contained shall diminish, alter, prejudice, or take away any Right, Privilege, Power, or Authority vested in the Trustees.

For Pro-
tection of
Manchester
South
Junction
and Altrin-
cham Rail-
way.

21. The Railway No. 3. by this Act authorized to terminate by a Junction in *Stretford* with the *Manchester South Junction and Altrincham* Railway shall be made to terminate therewith at the Point herein-before prescribed, and shall not terminate at any other Point, except with the Consent of the *Manchester South Junction and Altrincham* Railway Company.

Special
Signals.

22. In addition to the Provisions applicable to Junctions contained in "The Railways Clauses Act, 1863," the following Provision is hereby made obligatory and applicable to the Junction hereby authorized as last aforesaid, and in the same Manner as if it were expressly named and included in that Act; (that is to say,) a System of Telegraph Signals shall, at the Expense of the Company, be set up and maintained between the said hereby authorized Junction and the respective Stations or Signal Men on the Line of the said *Manchester South Junction and Altrincham* Railway at *Old Trafford* and at *Castlefield* Junction respectively.

Land.

23. With respect to any Land of the said *Manchester South Junction and Altrincham* Railway Company which the Company is by this Act authorized to use, enter upon, or interfere with, the Company shall not purchase or take the same, but the Company may purchase and take, and the said *Manchester South Junction and Altrincham* Railway Company shall sell and grant, 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.

Against
obstructing
Railway and
Traffic.

24. It shall not be lawful for the Company, or their Contractors, Agents, Servants, or Workmen, in constructing the Works by this Act authorized, to obstruct or impede the Traffic of the said *Manchester South Junction and Altrincham* Railway Company, or to prevent

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prevent or impede the convenient Passage of Engines, Carriages, or Waggon's to, from, or along the same; and if such Traffic, or such Passage of Engines, Carriages, and Waggon's, be obstructed or impeded, the Company shall forfeit and pay to the said *Manchester South Junction and Altrincham* Railway Company the Sum of Twenty Pounds an Hour by way of ascertained Damages for every Hour during which such Obstruction shall continue.

25. The Company shall be responsible for and make good to the said *Manchester South Junction and Altrincham* Railway Company all Costs, Losses, Damages, and Expenses to be sustained by them by reason of any Damage to be occasioned to their Railway, Works, or Property, or otherwise, by reason of the Execution or Defect in Execution, whether by the Company or their Contractors, Agents, Workmen, or Servants, of the Powers of this Act, and shall indemnify the said *Manchester South Junction and Altrincham* Railway Company from all Claims and Demands upon or against them by reason of any such Execution or Default therein or arising therefrom.

And to make Compensation for Injury by Works.

26. The Company shall pay to the *Manchester South Junction and Altrincham* Railway Company on Demand the Expense of the Employment by them of such Inspectors and Watchmen as may be considered necessary for watching the Construction of the Works by this Act authorized, so far as the same affect the said *Manchester South Junction and Altrincham* Railway, and preventing, as far as may be, Interference, Obstruction, Danger, and Accident to arise, whether from the Operations of the Company, or from Acts or Defaults of their Contractors, Agents, Workmen, or Servants, or otherwise.

Watchmen.

27. Except as expressly provided in this Act, nothing herein contained or authorized shall take away, diminish, alter, or prejudice any of the Rights, Interests, Powers, Privileges, or Authorities of the said *Manchester South Junction and Altrincham* Railway Company.

Reservation of Rights.

28. The *Sheffield* Companies may apply for the Purposes of this Act any Money which they are for the Time being authorized to raise independently of this Act, and which is not for the Time being required for the Purposes for which the same was authorized to be raised.

Power to apply Corporate Funds.

29. In addition to such Share Capital as the *Sheffield* Company are for the Time being, independently of this Act, authorized to raise, they may from Time to Time, by virtue of this Act, raise such Sums as they from Time to Time think requisite, not exceeding in the whole the Sum of One hundred and twenty thousand Pounds.

Power to raise additional Share Capital.

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Mode of raising additional Share Capital.

30. The additional Share Capital by this Act authorized to be raised by the *Sheffield* Company shall be raised by the Creation and Issue of new Shares or new Stock, ordinary or preference, or partly ordinary and partly preference, as the *Sheffield* Company from Time to Time think fit.

New Shares to be subject to same Provisions as Shares existing.

31. Except as by or under the Authority of this Act or any Act incorporated wholly or in part with this Act is otherwise provided, the additional Share Capital to be created by the *Sheffield* Company under this Act, and the Shares therein, and the Holders of those Shares respectively, shall be entitled and subject to the same Powers, Rights, Privileges, and Liabilities in all respects as if that new Capital were Part of the Ordinary Share Capital of that Company existing at the passing of this Act, and those Shares were Shares in that Ordinary Capital.

Power to borrow on Mortgage.

32. In addition to any Sum which the *Sheffield* Company are for the Time being, independently of this Act, authorized to raise by Mortgage, they may from Time to Time borrow on Mortgage any Sum or Sums not exceeding in the whole, the Sum of Forty thousand Pounds, but no Part thereof shall be borrowed until the whole of the additional Capital of One hundred and twenty thousand Pounds is subscribed for, issued, and accepted, and One Half thereof is paid up, and the Company have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the Capital has been issued and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

Arrears may be enforced by Appointment of a Receiver.

33. The Mortgagees of the *Sheffield* Company may enforce Payment of Arrears of Principal and Interest due on their Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of a Receiver the Amount owing to the Mortgagees by whom the Application for a Receiver shall be made shall not be less than Four thousand Pounds in the whole.

Debenture Stock.

34. The *Sheffield* Company may create and issue Debenture Stock.

35. The

The Manchester, Sheffield, and Lincolnshire Railway (New Lines) Act, 1866.

- 35.** The *Great Northern* Company may apply towards the Execution of the Purposes of this Act any Money which they are already authorized to raise, and which may not be required by them for the Purposes for which the same was authorized to be raised, and may from Time to Time raise, in addition to the Sums of Money which they are already authorized to raise, any further Sums not exceeding in the whole One hundred and twenty thousand Pounds by the Creation of new Shares or Stock in their Undertaking, which Shares or Stock shall form Part of the general Capital of the Company, and may be issued at such Price (being not less than the nominal Value thereof) and upon such other Terms and Conditions as may be determined on by Three Fifths at least of the Votes of Shareholders present personally or by proxy at any Extraordinary General Meeting of the Company convened with due Notice of the Object.
- Great Northern Company may apply Funds and raise additional Capital.
- 36.** The *Great Northern* Company may, with the Consent of Three Fourths at least of the Votes of their Shareholders present in person or by proxy at any Extraordinary General Meeting convened with due Notice of the Object, attach to all or any of the Shares to be created under the Powers of this Act any Preferential Dividend which the Company may think fit, and may also attach to the said Shares a Condition that the same may be redeemed upon Conditions to be stated in the Resolutions creating the same, and to be notified on the Certificates of such Shares, and for the Purpose of redeeming the same or any Part thereof the Company may create and issue from Time to Time fresh Shares.
- Privileges may be attached to new Shares.
- 37.** If in the First Half of any Year commencing on the First Day of *January* there be Profits applicable for the Purposes of Dividend upon the Ordinary Shares or Stock of the *Great Northern* Company, after satisfying the Dividend and Arrears of Dividend (if any) due upon any other Preference Shares or Stock of the Company previously created and issued, and also the Dividend for such Half Year on the Preference Shares or Stock to be created under the Powers of this Act, the Company may declare a Dividend for such Half Year on such Ordinary Shares or Stock.
- As to Dividend for First Half of a Year.
- 38.** The Amount of any One Call to be made upon the Shares created by the *Great Northern* Company under the Powers of this Act shall not exceed One Fourth of the Amount of such Shares, and there shall be an Interval of Two Months at least between every Two successive Calls, and not more than Three Fourths of the Amount of each Share shall be called up in any One Year.
- Limit of Amount and Number of Calls.
- 39.** The Proprietors of any Shares to be issued by the *Great Northern* Company under the Authority of this Act shall be entitled
- Votes of Proprietors of such Shares to

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to such Number of Votes in respect thereof as the nominal Amount represented by such Shares would have entitled them to if the same had been original Shares of the Company.

Power to borrow on Mortgage.

40. The *Great Northern* Company may from Time to Time under the Powers of this Act borrow any additional Sum of Money, not exceeding Forty thousand Pounds, either by Mortgage of their Undertaking, or by the Issue of Debenture Stock, in pursuance of the Powers and subject to the Limitations and Restrictions contained in "The *Great Northern* Railway Company's Increase of Capital Act, 1863," but no Part thereof shall be borrowed until the whole of the additional Capital of One hundred and twenty thousand Pounds is subscribed for, issued, and accepted, and One Half thereof is paid up, and the Company have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the Capital has been issued and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

Arrears may be enforced by Appointment of a Receiver.

41. The Mortgagees of the *Great Northern* Company may enforce Payment of Arrears of Principal and Interest due on their Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of a Receiver the Amount owing to the Mortgagees by whom the Application for a Receiver shall be made shall not be less than Four thousand Pounds in the whole.

Power to Midland Railway Company to create new Capital.

42. The *Midland* 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 One hundred and twenty thousand Pounds, and such new Shares may be either ordinary or preferential, or part ordinary and part preferential, as the Company may from Time to Time determine.

As to Amount and Issue of new Shares.

43. If at any Time of the Creation of new Shares under this Act the then existing ordinary consolidated Stock in the *Midland* 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

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Number of Pounds Sterling) *per* Share as will allow the same to be conveniently apportioned amongst 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 Terms 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.

44. The *Midland* Company may from Time to Time, if they think fit, attach to all or any new Shares or any Class of new Shares created under the Powers of this Act any total or partial, permanent or temporary, Restriction of the Rights of voting and other Qualifications of the Holders thereof. Votes in respect of new Shares.

45. All Shares of the same Class created by the *Midland* Company under this Act shall confer like Privileges, and shall bear like Dividends or Interest, and be subject to like Restrictions (if any). Shares of same Class to have like Privileges.

46. All new Shares created by the *Midland* Company under this Act 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. Vesting or other Disposition of new Shares.

47. If any Shareholder of the same Company for One Month after such Offer of new Shares fail to accept the same, and pay the same Instalment called for in respect thereof, then 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. Shares not accepted may be disposed of by the Company.

48. Except as by or under the Powers of this Act otherwise provided, all new Shares issued by the *Midland* Company 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 Owners thereof to the same Qualification of new Shares.

[*Local.*]

29 O

Dividends

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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 the Meeting sanctioning the new Shares, no Person shall be entitled to vote in respect of any of the new Shares to which a 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.

49. If by any other Act passed in the present Session of Parliament, whether before or after the passing of this Act, the *Midland* 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 Shareholders.

50. 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 *Midland* Company in pursuance of or which may have been confirmed by any previous Acts 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.

Borrowing Power for *Midland* Company.

51. The Directors of the *Midland* Company may borrow on Mortgage Sums of Money as shall from Time to Time be authorized to be borrowed by any Order of any General or Special Meeting of the Company, not exceeding in the whole the Sum of Forty thousand Pounds, in addition to the Sums which they are or may be authorized to borrow by any other Act or Acts of Parliament; but no Part thereof shall be borrowed until the whole of the additional Capital of One hundred and twenty thousand Pounds is subscribed for, issued, and accepted, and One Half thereof is paid up, and the Company have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the Capital has been issued and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share has been paid on account thereof before or at the Time of the Issue or Acceptance thereof; and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that

the

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the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

52. The Mortgagees of the *Midland* Company may enforce Payment of Arrears of Principal and Interest due on their Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of a Receiver the Amount owing to the Mortgagees by whom the Application for a Receiver shall be made shall not be less than Four thousand Pounds in the whole.

Arrears may be enforced by Appointment of a Receiver.

53. All the Powers, Authorities, and Rights by this Act vested in the Three Companies shall be exercised on behalf of the Three Companies by the *Cheshire* Lines Committee (herein-after in this Act called the Committee) and in the Name of the Committee, save with respect to Powers of purchasing or taking Lands, which Powers shall be exercised in the Names of the Three Companies.

Powers to be exercised by *Cheshire* Lines Committee.

54. Nothing in this Act shall affect the Provisions of "The *Cheshire* Lines Transfer Act, 1865," relative to the Nomination and Appointment of the Committee, or their Powers and Authorities, or the Regulation of their Meetings, or the Appointment or Powers of the Arbitrator, and those Provisions shall continue to operate as if this Act had not been passed.

Provisions as to Appointment of Committee preserved.

55. In addition to the Duties imposed on the Committee by "The *Cheshire* Lines Transfer Act, 1865," the Committee shall have the Direction of the several Railways hereby authorized, and they may appoint, remunerate, and at their Pleasure remove such Officers, Clerks, and Servants as they deem needful for the Purposes thereof, and they shall cause proper Books of Account to be kept containing accurate Statements of the Receipts and Expenditure touching the same Railways and Undertaking, and connected with the Traffic thereof.

Additional Duties of Committee under this Act.

56. The Three Companies may severally or jointly use the several Railways hereby authorized, and every Part thereof respectively, as fully as if the same respectively formed Part of the Undertaking of each of the Companies.

Use of Railway.

57. Each of the Three Companies shall, out of the gross Receipts earned by that Company for the Conveyance of Traffic using the several Railways hereby authorized, pay to the Committee, at such Times as the Committee appoint, such Tolls, not exceeding the maximum Tolls authorized by the Act for the Construction of the said Railways, and such other Payments for the Use of the Stations and

Payments for Use of Railway.

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and for other Accommodation and for Services as the Committee from Time to Time prescribe, but so that the same Tolls and other Payments be at all Times charged equally to the Three Companies, unless the Three Companies otherwise agree: Provided also, that, subject to the said Payments, it shall be lawful for the Three Companies to book through and make Through Rates on and over the Undertaking and every Part thereof, and the Committee shall make all necessary Arrangements for that Purpose.

Disposal
of Revenue.

58. The Committee shall receive all the Tolls, Rents, Rates, and Charges, and all other the Revenue arising out of the several Railways hereby authorized, and shall devote the same in the first instance to paying the Salaries, Charges, and Expenses incident to the working, Control, Management, Maintenance, and Repair thereof respectively, and the Balance of net Revenue remaining in the Hands of the Committee at the End of every Half Year, after making such Payments as aforesaid, shall be handed by them to the Three Companies in equal Proportions, and the Committee shall account to the Three Companies either monthly or quarterly for all Balances of net Profits, unless the Three Companies otherwise agree.

Expenses of
managing
Under-
taking.

59. If the Revenue so coming to the Hands of the Committee, and so calculated, is insufficient for the Purpose of defraying the Expenses attending the general Management, Regulation, and Control of the said several Railways hereby authorized, each of the Three Companies shall from Time to Time, on Demand by the Committee, pay to the Committee the Amount declared by them due from the same Company, whether in anticipation of future Payments or in Liquidation of Payments already made, and the Proportion so due may be recovered from either of the Three Companies, if unpaid for Fourteen Days after Demand thereof in Writing, either by Proceedings in any Court of competent Jurisdiction, or by Distress of any Chattels on the Railway belonging to such Company, and for the Purpose of recovering any such Sum the Secretary for the Time being of the Committee may sue in his own Name on behalf of the Committee; and it shall be sufficient to aver that the Sum claimed has been declared by the Committee or the Arbitrator to be due from the Company sued, and the Production of the Minute Books of the Committee containing such Declaration shall be sufficient Evidence of the Averment.

Funds for
Construc-
tion, &c.

60. In order to provide Funds for carrying on the Business of the Committee under this Act until adequate Revenue is derived from the said several Railways hereby authorized, and also Funds for the Purchase of Lands and for the Construction of the several Railways and Works, the following Provisions shall have Effect; namely,

The

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The Committee shall from Time to Time, in a Minute of the Committee, estimate the Amount of Money required by them for the Purposes aforesaid, and shall fix the Times at which such Money is to be paid to their Bankers or Treasurer, and Copies of every such Minute signed by the Chairman of the Meeting at which such Minute was made, and by the Secretary of the Committee, or by the Arbitrator and Secretary, shall be, with all convenient Dispatch, communicated to the Three Companies by Letter delivered or sent by Post to the Secretaries of the Three Companies addressed to their respective principal Offices :

The Three Companies shall at the Time so fixed in the Minute pay in equal Shares to the Bankers or Treasurer of the Committee the Amount specified in the Minute, and such Shares shall be deemed Debts due from the Three Companies respectively to the Committee from the Day fixed for the Payment thereof until the same are discharged :

If any Company make default in such Payment, they shall be charged by the Committee and shall pay to the Committee Interest at the Rate of Ten *per Centum per Annum* on the Amount due from the same Company, to be calculated from the Day fixed for the Payment until the Day when the same is paid :

The Committee may recover from the Company in default the Monies so due by Proceedings in any Court of competent Jurisdiction, and it shall be sufficient in any such Proceedings for the Committee to produce the Minute Book containing the Estimate on which the Claim is founded, and to prove that a Copy of the said Minute, duly authenticated, was communicated as aforesaid to the Company in default, and that the Sum mentioned in the said Minute has not been paid.

61. All Actions, Suits, Indictments, and other Proceedings at Law or in Equity which, if One Company had been exclusively authorized to execute this Act, might have been brought and prosecuted by or against that Company, may be brought and prosecuted by and against the Three Companies jointly or singly ; and any Summons, Demand, Writ, Notice, or other Proceeding at Law or in Equity or otherwise relating in any Manner to the Undertaking of the Three Companies under this or any Act or Default of the Three Companies or either of them under this Act, or any Act or Default of the Committee, shall, if served on the Secretary of the Committee, or of either of the Three Companies, be valid and effectual.

Actions,
&c. against
Committee
with respect
to Under-
taking.

62. Such of the Provisions of "The Companies Clauses Consolidation Act, 1845," as are incorporated with "The Cheshire Lines Transfer Act, 1865," and thereby applied to the Committee in relation

Parts of
8 & 9 Vict.
c. 16. in-
corporated.

[Local.]

29 P

to

The Manchester, Sheffield, and Lincolnshire Railway (New Lines) Act, 1866.

to the Undertaking affected by that Act, are hereby incorporated with this Act, and applied to the Committee in relation to the said Branch Railway and the *Chester* Company's Undertaking, subject to such Interpretations and with such Modifications of those Provisions as are contained in "The *Cheshire* Lines Transfer Act, 1865."

Lands for extraordinary Purposes.

63. The Quantity of Land to be taken by the Three Companies for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Five Acres.

Powers for compulsory Purchases limited.

64. The Powers of the Three Companies for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for Completion of Works.

65. The Railways shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Three Companies for executing the Railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Notice to be given of taking Houses of Labouring Classes.

66. The Company shall, not less than Eight Weeks before they take in any Parish Fifteen Houses or more occupied either wholly or partially by Persons belonging to the Labouring Classes as Tenants or Lodgers, make known their Intention to take the same by Placards, Handbills, or other general Notice placed in public View upon or within a reasonable Distance from such Houses; and the Company shall not take any such Houses until they have obtained the Certificate of a Justice that it has been proved to his Satisfaction that the Company have made known their Intention to take the same in manner herein-before required.

Penalty for Non-completion of Railways within Period limited for Completion thereof.

67. After the Expiration of the Period by this Act limited for the Completion of the Railways by this Act authorized, if the same are not then completed, the Three Companies shall be jointly liable to a Penalty of Fifty Pounds a Day, to be recoverable as a Debt due to the Crown, for every Day after the Period so limited until the Lines of Railway are completed and opened for public Traffic; but no Penalty shall accrue in respect of any Time during which it appears by a Certificate of the Board of Trade that the Company were prevented from completing or opening the Lines of Railway by any unforeseen Accident or Circumstances beyond their Control; provided that the Want of sufficient Funds shall not be held to be a Circumstance beyond their Control.

Railways as to Tolls and otherwise to

68. The Three Companies may demand and receive for and in respect of the Railways by this Act authorized the same Tolls and Charges

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Charges as the *Sheffield* Company are now empowered to receive in respect of their existing Undertaking, and the Railways shall for the Purposes of Tolls and Charges in all other respects be deemed Part of the Railways of the *Sheffield* Company.

form Part of the Companies Undertaking.

69. The Three Companies shall abandon the Construction of so much of the Railway (No. 1.) authorized by the *Liverpool* Extension Act of 1865 as lies between a Point in a Field numbered 63 in the Township of *Stretford* on the Plans deposited as aforesaid in respect of the last-mentioned Railway, and terminating by a Junction with the *Manchester South Junction and Altrincham* Railway Four Chains or thereabouts South-west of the *Old Trafford* Station on that Railway.

Company may abandon Portions of authorized Lines.

70. The Abandonment by the Three Companies under the Authority of this Act of any Portion of any Railway or Works shall not prejudice or affect the Right of the Owner or Occupier of any Land to receive Compensation in accordance with the Provisions in that Behalf of "The Lands Clauses Consolidation Act, 1845," for any Damage occasioned by the Entry of the Company on such Land for the Purpose of surveying and taking Levels, or probing or boring to ascertain the Nature of the Soil or setting out of the Line of Railway, and shall not prejudice or affect the Right of the Owner or Occupier of any Land which may have been temporarily occupied by the Company to receive Compensation in accordance with the Provisions in that Behalf of "The Railways Clauses Consolidation Act, 1845," for such temporary Occupation, or for any Loss, Damage, or Injury which may have been sustained by such Owner or Occupier by reason thereof, or of the Exercise as regards such Land of any of the Powers contained in the last-mentioned Act, or the *Liverpool* Extension Act of 1865.

Compensation for Damage to Land by Entry, &c. for Purposes of Railways abandoned.

71: Where before the passing of this Act any Contract may have been entered into or Notice given by the *Sheffield* Company for the purchasing of any Land for the Purposes of or in relation to any Portions of the Railways or Works authorized to be abandoned by this Act, and which shall not be required for the Purposes of any of the Works by this Act authorized, full Compensation shall be made by that Company to the Owners and Occupiers or other Persons interested in such Lands for all Injury or Damage sustained by them respectively by reason of the Purchase not being completed pursuant to the Contract or Notice; and the Amount and Application of the Compensation shall be determined in manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of Compensation paid for Lands taken under the Provisions thereof.

Compensation to be made in respect of Portions of Railways abandoned.

72. The

The Manchester, Sheffield, and Lincolnshire Railway (New Lines) Act, 1866.

Shares not to issue until One Fifth paid up.

72. The Three Companies respectively shall not issue any Share under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth of the Amount of such Share shall have been paid in respect thereof.

Application of Money raised.

73. All Money which the Three Companies respectively raise under the Powers of this Act shall be applied for the Purposes of this Act only.

Interest not to be paid on Calls paid up.

74. Any Company empowered by this Act shall not, out of any Money by this Act authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not prevent any Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

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

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

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

76. Nothing herein contained shall be deemed or construed to exempt any Railway from the Provisions of any General Act relating to Railways, or the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges or of the Rates for small Parcels authorized by this Act.

Expenses of Act.

77. All Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Three Companies in equal Shares.

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