



CHAPTER cxxxii.

An Act for authorising the Manchester, Sheffield, and Lincolnshire Railway Company to make new Branch Railways and other works ; for vesting in them the undertakings of the Macclesfield, Knutsford, and Warrington Railway Company and the Widnes Railway Company ; for conferring upon them additional Powers ; and for other purposes. A.D. 1874.

[16th July 1874.]

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

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

And whereas by the Widnes Railways Certificate, 1873, which was confirmed by the Railways Provisional Certificate Confirmation Act, 1873, the Widnes Railway Company (herein-after called the Widnes Company) were authorised to construct certain railways and works in that Act mentioned, and the Company were empowered to contribute towards the capital required for those works :

And whereas it is desirable and would be greatly to the public advantage if the undertaking authorised by the Widnes Railway Certificate, 1873, were transferred to and vested in the Company, and the Widnes Company in which the Company are the only shareholders dissolved :

And whereas by the Macclesfield, Knutsford, and Warrington Railway Act, 1866, the Company thereby incorporated under the 29 & 30 Vict.
c. clix.

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A.D. 1874. name of the Macclesfield, Knutsford, and Warrington Railway Company (herein-after called the Macclesfield Company) were authorised to make and maintain certain railways and works in that Act mentioned :

34 & 35 Vict. c. lii. And whereas by the Macclesfield and Knutsford Railway Act, 1871, the time for the purchase of lands and completion of works of certain portions of the undertaking of the Macclesfield Company was extended as to the purchase of lands to the 1st day of July 1873, and as to the completion of works to the 1st day of July 1874 :

And whereas none of the works authorised by the Macclesfield, Knutsford, and Warrington Railway Act, 1866, have yet been constructed, and it is desirable that the power of acquiring lands compulsorily for the purposes of portions of the undertakings by that Act authorised be revived, and the time limited for construction and completion of those works extended, and that the levels of a portion of the railways by that Act authorised be altered :

35 & 36 Vict. c. clxxviii. And whereas by the Manchester, Sheffield, and Lincolnshire Railway Company (Additional Powers) Act, 1872, the Macclesfield Company were authorised to abandon certain portions of their authorised lines in that Act described, and to make certain new lines in lieu thereof, in order to connect their undertaking with the railways of the Cheshire Lines Committee, of which the Company are joint owners with the Great Northern Railway Company and the Midland Railway Company ; and by the same Act the Company were authorised to contribute a limited amount towards the undertaking of the Macclesfield Company, and also to purchase the undertaking of that company :

And whereas it is desirable and would greatly conduce to the public utility, and to the economical working of the undertaking of the Macclesfield Company, if a portion of that undertaking near the town of Macclesfield were abandoned, and the Company were authorised to construct in lieu thereof a new and deviated line, so as to form a junction with the railway at or near Macclesfield belonging to the Macclesfield Committee, of which last-mentioned railway the Company are joint owners with the North Staffordshire Railway Company :

And whereas it is expedient that the undertaking of the Macclesfield Company in which the Company are the only shareholders should be absolutely transferred to and vested in the Company, and that the Macclesfield Company should be dissolved :

29 & 30 Vict. c. lxxvii. And whereas by the Hull Docks Act, 1866, the Kingston-upon-Hull Dock Company (herein-after called the Dock Company) were

authorised to raise a further capital or sum of three hundred and fifty thousand pounds, a large amount of which is unissued and unsubscribed for : A.D. 1874.

And whereas the Company are authorised to maintain and use railways and works adjoining and in connexion with the said docks, and it is expedient that the Company be authorised to subscribe towards the undertaking of the said docks, and to nominate a director on the board of the Dock Company to represent their interests in that company :

And whereas it is expedient that the Company should be empowered to raise a further sum of money for the purpose of the railways and other works by this Act authorised, and also for the completion of works already authorised, and for the making and enlargement of stations, sidings, and other works and conveniences for the accommodation of the traffic of their railways, and for providing additional plant and rolling stock, and for the general purposes of their undertaking :

And whereas in order more easily to ascertain the capital which on or before the thirty-first day of December one thousand eight hundred and seventy-three the Company had been or were authorised to raise by stocks and shares, and by borrowing, and also to avoid disputes and differences as to the amount and particulars of the money which on or before the thirty-first day of December one thousand eight hundred and seventy-three had been expended by the Company on capital account, it is expedient to declare in this Act the amount of such capital and expenditure respectively :

And whereas the guaranteed and preference capital of the Company consists of various stocks of different denominations, and the keeping of separate books for each such stock is attended with great inconvenience and expense, and it is expedient that power be conferred on the Company to consolidate such stocks :

And whereas by the Macclesfield, Bollington, and Marple Railway Act, 1864, a company incorporated by that Act was authorised to construct certain railways in that Act mentioned, and the Company and the North Staffordshire Railway Company (herein-after called the Staffordshire Company) were respectively authorised to subscribe and contribute towards that undertaking : 27 & 28 Vict. c. cciv.

And whereas by the Macclesfield, Bollington, and Marple Railway Committee Act, 1871, the undertaking of the Macclesfield, Bollington, and Marple Railway was absolutely transferred to and vested in a committee by that Act incorporated under the name of the Macclesfield Committee, representing the Company and the Staffordshire Company jointly and equally : 34 & 35 Vict. c. xxxviii.

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And whereas it is expedient that the Company and the Staffordshire Company be authorised to subscribe and raise a further sum of money towards the completion of the undertaking vested in the Macclesfield Committee :

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

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

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

Short title.

1. This Act may be cited as the Manchester, Sheffield, and Lincolnshire Railway Act, 1874.

Provisions of certain general Acts incorporated.

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

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

The provisions of the Companies Clauses Consolidation Act, 1845, with respect to the matters following, (that is to say,) the distribution of the capital of the Company into shares, the transfer or transmission of shares, the payment of subscriptions, and the means of enforcing the payment of calls, the forfeiture of shares for nonpayment of calls, the remedies of creditors of the Company against the shareholders, the borrowing of money by the Company on mortgage or bond, the conversion of the borrowed money into capital, the consolidation of the shares into stock, the general meetings of the Company, and the exercise of the right of voting by the shareholders, the making of dividends, the giving of notices, and the provision to be made for affording access to the special Act :

The Railways Clauses Consolidation Act, 1845 :

Parts I., II., and V. of the Railways Clauses Act, 1863, relating respectively to the construction of a railway, to extension of time, and to amalgamation: A.D. 1874.

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

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

4. Subject to the provisions of this Act, and of the enactments incorporated with this Act, the Company may enter on, take, and use such of the lands described in the deposited plans and books of reference as they require for purposes of works authorised by this Act, or other purposes of their undertaking: Provided nevertheless, that as regards the lands required for the purposes of railways Nos. 8 and 9, by this Act authorised, and the lands in the parish of South Anston, in the west riding of the county of York, described in the deposited plans and books of reference, and therein distinguished as "lands in the parish of South Anston," and numbered thereon 1, 4, 5, 6, and 7 respectively, it shall not be lawful for the Company to enter on, take, and use those lands, or any part thereof, otherwise than by agreement. Power for Company to take lands referenced.

5. Notwithstanding the provisions of this Act, the Company shall not enter on, take, or use the lands in the parish of Mexborough, numbered respectively 1, 3, 4, 5, 7, and 8 on the deposited plans, and belonging or reputed to belong to Andrew Montagu, without the consent in writing of the said Andrew Montagu. Not to take lands of Andrew Montagu without consent.

6. Subject to the provisions of this Act, the Company may make and maintain, in the lines and according to the levels shown on the deposited plans and sections, the railways and works in this section described, with all proper stations, approaches, works, and conveniences connected therewith; (that is to say,) Power for Company to make and maintain works described.

(1.) A railway (No. 1), four miles six furlongs and nine chains or thereabouts in length, commencing by a junction with the South Yorkshire Railway (Barnsley Coal Railway), in the township and parish of Royston, in the west riding

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of the county of York, and terminating in the township and parish of Crofton, in the west riding of the county of York, by a junction with the West Riding and Grimsby Railway :

- (2.) A railway (No. 2), three furlongs and two chains or thereabouts in length, commencing by a junction with railway No. 1, in the township of Winterset, in the parish of Wragby, in the west riding of the county of York, and terminating in the township of Nostel, in the extra-parochial place of Nostel or Wragby, in the west riding of the county of York, by a junction with the West Riding and Grimsby Railway :
- (3.) A railway (No. 3), four furlongs and seven chains or thereabouts in length, commencing by a junction with railway No. 1, in the said township and parish of Royston, and terminating in the township of Notton, in the said parish of Royston, by a junction with the Midland Railway :
- (4.) A railway (No. 4), one mile or thereabouts in length, commencing by a junction with the South Yorkshire Railway, in the township of Ardsley, in the parish of Darfield, in the west riding of the county of York, and terminating in the township of Monk Bretton, in the said parish of Royston, by a junction with the South Yorkshire Railway (Barnsley Coal Railway) :
- (5.) A railway (No. 5), fourteen miles one furlong and nine chains or thereabouts in length, commencing by a junction with the main line of the Manchester, Sheffield, and Lincolnshire Railway, in the parish of Worksop, in the county of Nottingham, and terminating in the parish of Conisborough, in the west riding of the county of York, by a junction with the railway of the South Yorkshire Railway and River Dun Company :
- (6.) A railway (No. 7), two miles one chain and thirty links or thereabouts in length, commencing in the parish of Glossop, in the county of Derby, by a junction with the Manchester, Sheffield, and Lincolnshire Railway, and terminating in the said parish of Glossop, at the northern fence of a field belonging or reputed to belong to Lord Howard of Glossop :
- (7.) A railway (No. 8), one furlong and six chains or thereabouts in length, commencing in the said parish of Glossop, by a junction with railway No. 7, in a field belonging or reputed to belong to Lord Howard of Glossop, and terminating at

the fence on the easterly side of the road leading towards the Old Dinting or Gamesley Station : A.D. 1874.

- (8.) A railway (No. 9), nine chains and fifty links or thereabouts in length, commencing in the said parish of Glossop, by a junction with railway No. 7, in a field belonging or reputed to belong to Lord Howard of Glossop, and terminating in the north-western fence of the same field :
- (9.) A railway (No. 10), six furlongs seven chains and seventeen yards or thereabouts in length, commencing by a junction with the authorised line of the Macclesfield, Knutsford, and Warrington Railway, in the township of Upton and parish of Prestbury, in the county of Chester, and terminating by a junction with the Macclesfield, Bollington, and Marple Railway, belonging to the Macclesfield Committee, in the township of Titherington, in the said parish of Prestbury :
- (10.) The alteration of the levels of that portion of railway No. 1 authorised by the Macclesfield, Knutsford, and Warrington Railway Act, 1866, as, according to the deposited plans referred to in that Act, would be made and situate between the points shown on the deposited plans referred to in that Act as two miles and six miles three furlongs and seven and a half chains :
- (11.) The alteration and diversion of so much of the course of the River Tame, in the parish of Ashton-under-Lyne, in the county of Lancaster, and the parish of Stockport, in the county of Chester, as lies between the point where the said river passes under the main line of the railway of the Company in the parish of Ashton-under-Lyne, and in the township of Dukinfield, in the parish of Stockport, and a point on the said river distant eleven chains or thereabouts, measured along the course of the said river in a south-westerly direction from the centre of the bridge carrying the Ashton branch of the railway of the Company over the said river :
- (12.) The stopping up of so much of a certain highway or occupation road situate in the parish of South Anston, in the west riding of the county of York, leading from the South Anston Road to certain cottages, malt kiln, stone yards, and premises in South Anston aforesaid adjoining or near to the Chesterfield Canal as crosses the main line of railway of the Company on a level, and the making and maintaining in lieu thereof of a new road on the

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south side of the said main line of railway of the Company commencing at a point about ten yards measured in a southerly direction from the said level crossing, and terminating by a junction with the public highway across the said railway called the South Anston and Dog Kennels Road.

Houses of
labouring
classes.

7. 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 they shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that they have so made known their intention to take the same.

Power to
take ease-
ments, &c. by
agreement.

8. Persons empowered by the Lands Clauses Consolidation Act, 1845, to sell and convey or release lands may, if they think fit, subject to the provisions of that Act, and of the Lands Clauses Consolidation Acts Amendment Act, 1860, and of this Act, grant to the Company any easement, right, or privilege, not being an easement of water, required for the purposes of this Act, in, over, or affecting any such lands, and the provisions of the said Act with respect to lands and rentcharges, so far as the same are applicable in this behalf, shall extend and apply to such grants, and to such easements, rights, and privileges as aforesaid respectively.

Railways as
to tolls and
otherwise to
form part of
the Com-
pany's under-
taking.

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

Imposing
penalty un-
less railway
be opened
within the
time limited.

10. If the Company fail within the period limited by this Act to complete any of the railways authorised to be made by this Act, or the railways respectively authorised by the Widnes Railway Certificate, 1873, and by the Macclesfield, Knutsford, and Warrington Railway Act, 1866, by this Act transferred to the Company, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the uncompleted railway is completed and open for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the works in respect of which the penalty has been incurred, and the said penalty may be applied for by any landowner or other person claiming to be compensated

in respect of the railway in reference to which the penalty has been incurred, in accordance with the provisions of the next following section of this Act, or by the Solicitor of Her Majesty's Treasury, and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act, 1854, and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge, as is specified in that section, to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster General on behalf of the Court of Chancery in England in the bank named in such warrant or order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the uncompleted railway by unforeseen accident or circumstances beyond their control; provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

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11. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway in respect of which the penalty has been incurred, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property for the purposes of such railway conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Court of Chancery in England thinks fit to order on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the Court, if the Company is

Providing for application of penalty.

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Power to apply corporate funds.

12. The Company may apply for the purposes of this Act any money which they are for the time being authorised to raise independently of this Act, and which is not required for the purposes for which the same was authorised to be raised.

Power to raise additional share capital.

13. In addition to such share capital as the Company are for the time being, independently of this Act, authorised to raise, they may from time to time raise additional capital for the following purposes ; (that is to say,)

(1.) For the purposes of the railways and works by this Act authorised as follows ; (namely,)

(a.) For railway No. 1, one hundred and sixteen thousand pounds ;

(b.) For railway No. 2, seven thousand five hundred pounds ;

(c.) For railway No. 3, twenty-one thousand pounds ;

(d.) For railway No. 4, sixty-five thousand pounds ;

(e.) For railway No. 5, three hundred and eighty-six thousand pounds ;

(f.) For railway No. 7, thirty thousand pounds ;

(g.) For railway No. 8, four thousand pounds ;

(h.) For railway No. 9, two thousand five hundred pounds ;

(i.) For railway No. 10, forty-six thousand pounds :

(2.) For the purposes of the undertaking and works of the Widnes Company by this Act transferred to the Company, the sum of sixty thousand pounds :

(3.) For the purpose of the undertaking and works of the Macclesfield Company by this Act transferred to the Company, two hundred thousand pounds :

(4.) For the purpose of subscribing towards the undertaking of the Dock Company at Kingston-upon-Hull, fifty thousand pounds :

(5.) For the purpose of contributing further capital towards the undertaking of the Macclesfield Committee, fifty thousand pounds :

(6.) For the acquisition of additional lands, and for the other works authorised by this Act and the general purposes of the Company, two hundred and sixty-two thousand pounds.

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

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Mode of raising additional capital.

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

No share to issue until one fifth part paid up.

16. The Company may, in respect of the additional capital of one million and three hundred thousand pounds which they are by this Act authorised to raise, from time to time borrow on mortgage any sum not exceeding in the whole four hundred and thirty-three thousand two hundred pounds in manner following; that is to say, in respect of each sum of three hundred and twenty-five thousand pounds of the said additional capital any sum not exceeding in the whole one hundred and eight thousand three hundred pounds, but no part of any such sum of one hundred and eight thousand three hundred pounds shall be borrowed until shares for so much of the portion of the said additional capital in respect of which it is authorised to be borrowed as is to be raised by means of shares are issued and accepted, and one half of such portion of capital is paid up, and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act, 1845, before he so certifies, that shares for the whole of such respective portion of capital have been issued and accepted, and that one half thereof has been paid up, and that not less than one fifth part of the amount of each separate share in such respective portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and until stock for one half of so much of the respective portion of the said additional capital as is to be raised by means of stock is fully paid up, and the Company have proved to such justice as aforesaid, before he so certifies, that such shares or stock, as the case may be, were issued and accepted bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assigns, and also, if the said capital is raised by shares, that such persons or corporations, or their executors, administrators, successors, or assigns, are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which certificate shall be sufficient evidence thereof.

Power to borrow on mortgage.

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Existing mortgages to have priority.

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

Arrears may be enforced by appointment of a receiver.

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

Power to create debenture stock.

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

Application of moneys.

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

Land for extraordinary purposes.

21. The quantity of land to be taken by the Company for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act, 1845, shall not exceed twelve acres.

Powers for compulsory purchases limited.

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

Period for completion of works.

23. The works authorised by this Act shall be completed within five years from the passing of this Act, and on the expiration of that period the powers by this Act granted to the Company for executing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall be then completed.

Power to cross certain roads on the level.

24. Subject to the provisions in the Railways Clauses Consolidation Act, 1845, and Part I. (relating to the construction of a railway) of the Railways Clauses Act, 1863, contained in reference to the crossing of roads on the level, the Company may in the con-

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struction of the railway carry the same with a single line only, whilst the railway shall consist of a single line, and afterwards with a double line only, across and on the level of the roads next hereinafter mentioned; (that is to say,)

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No. of Railway.	Number in deposited Plan.	Parish.	Description of Road.
7	19	Glossop - - - -	Highway.
7	146	Glossop - - - -	Turnpike road.
8	10	Glossop - - - -	Public highway.

Provided nevertheless, that the Company shall make and maintain at each of the said level crossings a proper bridge over each of the said railways for the use of foot passengers.

25. In altering for the purposes of this Act the roads hereinafter mentioned, the Company may make the same of any inclinations not steeper than the inclinations hereinafter mentioned in connexion therewith respectively; (that is to say,)

Power to alter levels of certain roads.

No. of Railway.	Number on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
5	8	Conisborough - -	Turnpike - -	1 in 22
5	194	Conisborough - -	Public - -	1 in 9
5	197	Conisborough - -	Public - -	1 in 10
5	210	Conisborough - -	Public - -	1 in 13
5	220	Conisborough - -	Public - -	1 in 7
7	23	Glossop - - - -	Public - - - -	1 in 11
8	10	Glossop - - - -	Public - - - -	1 in 11

26. Whereas railway No. 1 is intended to be carried across the Barnsley Canal, now forming part of the undertaking known as the navigation of the rivers Aire and Calder, at or near the point shown on the deposited plans as one mile five furlongs seven and half chains from the commencement of that railway, and the said railway is intended to pass through certain lands in the neighbourhood of the Cold Hiendley reservoir of the said canal, and across certain streams supplying that reservoir, and may interfere with the water supplying that reservoir, and with the extension of that reservoir authorised by the Barnsley Canal Transfer Act, 1871: And whereas a portion of the said canal and of the towing-path thereof are shown on the deposited plans as within the limits of deviation of railway No. 3, but it is not necessary for the purposes of that railway that any portion of the said canal or towing-path should be taken or interfered with: Therefore, notwithstanding anything in this Act, it shall not be lawful for the Company, without the pre-

For protection of Barnsley Canal.

A.D. 1874. vious consent in writing of the undertakers of the navigation of the rivers Aire and Calder (herein-after called the undertakers), to interfere with or alter the line or level of the said Barnsley Canal or the towing path thereof, or to obstruct or impede the navigation thereof, or to divert, intersect, cut off, take, use, or diminish any of the waters of and in the said canal, or of or in any streams or runners supplying water to the said canal, or to the said Cold Hiendly reservoir, or any other reservoir connected with or affording a supply of water to the said canal, nor shall it be lawful for the Company without such consent as aforesaid to enter upon, take, or use for the purposes of railway No. 3 any lands belonging to the undertakers, or held in lease by them, nor, for the purposes of railway No. 1, to enter upon, take, or use, except as herein-after mentioned, any lands belonging to the undertakers, or held in lease by them, nor to carry the said railway No. 1 across the said canal, except under and subject to the powers and provisions herein-after contained; (that is to say,)

The railway shall be carried across the canal by means only of a viaduct or bridge constructed of stone, brick, or iron, or of two or more of these materials. The viaduct or bridge shall be constructed so as to cross the canal and the towing-path thereof by a single span of not less than sixty feet in width, measured at right angles to the abutments of such viaduct or bridge, and such abutments shall be placed in such positions as shall be fixed by the engineer of the undertakers. In the construction of the viaduct or bridge the Company shall not, except with the consent of the undertakers, deviate from the centre line of railway shown on the deposited plans as the centre line of railway No. 1 at the point of crossing the canal :

No part of the soffit or underside of the arch or girder of the viaduct or bridge shall be lower than thirty feet above the ordinary top water level of the canal at the point of crossing :

The viaduct or bridge and all the works connected therewith, and all temporary works during the construction thereof, shall respectively be constructed under the inspection and to the satisfaction of the engineer for the time being of the undertakers, and according to plans, sections, and specifications to be approved by such engineer and the engineer of the Company, or, in the event of difference, by an umpire to be appointed by them or by the Board of Trade, on the application of either party :

The viaduct or bridge shall be completed within eighteen months from the time at which the same is commenced, and during the

construction, and during any subsequent necessary repair of the viaduct or bridge, the Company shall be bound (unless otherwise agreed in writing with the undertakers) to leave open and uninterrupted a navigable waterway thereunder of a width of not less than thirty feet, with a navigable depth of water throughout of not less than the greatest navigable depth at the time existing immediately above and below such viaduct or bridge, and with not less than fifteen feet of height above the ordinary top water level of the canal at the point of crossing, and a towing-path of not less than nine feet in width, and such towing-path shall at all times during the construction and repair of such viaduct or bridge remain open for traffic without any obstruction between the same and the said waterway, and such waterway shall be at all times provided with proper fenders on each side of the works, and shall be properly lighted with red lights, every night, from sunset to sunrise; and immediately after the completion of the viaduct or bridge the Company shall remove everything which could interfere with the free navigation under the same, and take from and out of the bed of the canal all obstructions caused by or during or placed therein for the purposes of the execution of the works by the Company :

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—

The Company shall maintain the viaduct or bridge in good substantial repair, and in the event of it being at any time out of repair, or of any obstruction being caused to the canal or the traffic thereon by reason of any of the works of the Company, or by reason of any omission on the part of the Company to remove anything causing such obstruction, the undertakers may, after giving the Company seven days notice of their intention so to do, repair such viaduct or bridge or remove such obstruction, as the case may be, and may recover the expense of such repair or removal from the Company, with full costs of suit, in any court of competent jurisdiction :

The Company shall not without such consent as aforesaid take or acquire any right or interest in any of the lands belonging to the undertakers, or held in lease by them, other than an easement for constructing and maintaining upon such lands, under and subject to the conditions herein-before contained, the said viaduct or bridge, and of having, using, and possessing a right of way and passage by means of such viaduct or bridge, together with all other rights and easements necessary to the due use and enjoyment of the same :

A.D. 1874.

In case by reason of any of the works of the Company, or of any defect therein, any steam vessel, boat, barge, or other vessel passing or intending to pass along the canal, or the horses, locomotives, or other tractive power towing the same, shall be impeded, or in case the navigable waterway or towing-path herein-before required to be preserved during the progress of the works of the Company shall at any time be contracted to a less width, depth, or height than as herein-before prescribed, then and in every such case the Company shall pay to the undertakers, as and by way of liquidated damages, the sum of ten pounds for every hour during which any such impediment or contraction shall continue after twelve hours notice given by the undertakers to the Company or their secretary of the existence of such impediment or contraction, and if such impediment or contraction shall continue beyond seventy-two consecutive hours after such notice, or shall have been occasioned by any wilful act on the part of any person employed by the Company or their contractor, then and in every such case the Company shall pay, as and by way of liquidated damages, to the undertakers, the sum of twenty pounds for every hour during which such impediment or contraction shall continue; and in case the viaduct or bridge shall not be completed within the time herein-before limited for the completion thereof, the Company shall pay, as and by way of liquidated damages, to the undertakers the sum of ten pounds for every day after the expiration of that period until such viaduct or bridge and the works connected therewith shall be completed; and the undertakers may sue for and recover such liquidated damages with full costs of suit in any court of competent jurisdiction: Provided, that nothing herein contained shall extend to prevent the undertakers from recovering against the Company beyond the amount of such liquidated damages, or to prevent any person using the canal from recovering against the Company, any special damage that may be sustained by them or any of them, or that they or any of them may be liable to pay for or by reason of any act or default of the Company, and the undertakers and any such person using the canal are hereby authorised to sue for and recover such special damage accordingly.

For protec-
tion of Cold
Hiendley
reservoir.

27. Notwithstanding anything in this Act, it shall not be lawful for the Company, without the previous consent in writing of the undertakers, to take or acquire any lands in the neighbourhood of

the said Cold Hiendley reservoir, between the point shown on the deposited plans as distant three miles and four furlongs from the commencement of railway No. 1, and the point shown on the said plans as distant three miles and six furlongs from such commencement, excepting such lands as are absolutely necessary for the site of the embankment where the railway is to be constructed on embankment, and for the sites of the piers of the arches or spans of the viaduct where the railway is to be constructed on viaduct, or to deviate in the construction of that railway between the said points from the centre line of that railway as shown on those plans, or to construct the said railway through the lands numbered on the said plans 40, 42, 43, 44, and 50, in the parish of Wragby, otherwise than upon a viaduct consisting of five arches or spans, each of not less than forty feet in width, measured at right angles to the abutments thereof respectively, nor otherwise than so as that the second arch or span of the said viaduct (counted from south to north) shall cross the stream shown on the deposited plans as passing through the lands numbered 43 in the parish of Wragby, and no part of the soffit or underside of the arch or girders of any of the said five arches or spans shall be lower in level than sixteen feet above the surface of the ground over which such arch or span shall extend.

A.D. 1874.

28. Nothing in this Act shall be held to prevent the undertakers from exercising the powers conferred on them by the Barnsley Canal Transfer Act, 1871, of enlarging the said Cold Hiendley reservoir by means of the works by that Act authorised, or to give the Company any right to interfere with any such enlargement, or to claim any compensation in respect thereof, or in consequence of the exercise by the undertakers of any such powers, or of any of the works of the Company being injuriously affected thereby.

Reserving to undertakers powers of enlarging the Cold Hiendley reservoir.

29. In order the better to secure to the owners, proprietors, and workers of all mines of coal, stone, ironstone, limestone, or other minerals, or of any furnaces or other works respectively within such a distance from the Barnsley Canal as to entitle them thereto, the benefit of section 104 or section 107 of the Act of 33rd year of King George III., chapter 110, for making and maintaining the Barnsley Canal, it shall be lawful for the undertakers or any of such owners, proprietors, or workers at any time hereafter, at their own expense, to make and maintain one opening through any of the embankments of the railway authorised by this Act, or in lieu thereof a bridge over that railway, but the place at which any such opening or bridge is to be made shall, if not agreed on with the Company, be determined by arbitration, and, except only so far as the Company otherwise agree, no such opening under the railway shall be

For securing access to the Barnsley Canal.

A.D. 1874.

of more than fourteen feet in clear height throughout, or of more than twenty-six feet in clear width throughout, and, except only so far as the Company otherwise agree, such bridge over the said railway shall be throughout of not less than sixteen feet in clear height above the surface of the rails on the railway, and shall have three spans each of at least twenty-six feet in clear width throughout, and such opening or bridge and the works connected therewith shall be made under the superintendence and to the reasonable satisfaction of the Company's engineer, and in accordance with plans, sections, working drawings, and specifications to be previously reasonably approved by him, and every such opening or bridge shall be made, maintained, and used so as not to require any alteration of the level or inclination of the railway, and so as not to interfere with the construction or user of the railway, or the safety of the railway, or of the traffic thereon, and every such opening or bridge shall for ever after the making thereof be maintained and kept in good repair at the expense of the party by whom it is made, or the representatives of that party, and if and when any such opening or bridge is in want of repair the Company may require the party liable in that behalf under this Act to repair the same, and if the party so liable be not known, or cannot, on diligent inquiry, be found, or be absent beyond seas, or be under any legal incapacity or disability, or if being thereunto required, he or they, or the undertakers fail within a reasonable time to make or duly proceed with the required repairs, then and in every such case the Company may themselves make the required repairs at the expense of the party or of the undertakers so liable, and the amount thereof shall be a debt due from the party so liable, or the undertakers, as the case may be, to the Company, and be recoverable accordingly; and in case of emergency the Company may make the required repairs without any such previous notice, and recover the same as before mentioned, or, at the option of the Company, the Company may stop up the said opening or remove the said bridge and restore the railway in any manner the Company shall think fit.

Company to purchase land for and form siding between railway and canal at the cost of undertakers.

30. The Company shall, subject to the powers of this Act, if thereto required by the undertakers (such requisition to be signified by notice in writing under the hand of the clerk of the undertakers,) and at the expense of the undertakers, at any time within two years and six months next after the passing of this Act, purchase such land, in such situation within the limits of deviation allowed by this Act as the undertakers shall specify, as shall be sufficient for the purpose of making, and the Company shall make thereon, or failing such requisition as aforesaid, on lands to be acquired at any time

by the undertakers for the purpose, a good and sufficient branch from railway No. 1 to the said canal, with such gradients as the undertakers shall require, and with proper junction points between such branch and the said railway, and with sidings, staiths, and conveniencies thereto, so as to admit of the easy and convenient transfer of coal, stone, ironstone, limestone, minerals, and other articles, either from the railway to the canal or from the canal to the railway, the undertakers first paying or sufficiently securing to the Company the expense of making and constructing such branch, and such sidings, staiths, junctions, and conveniences, and the cost of the land required for the same, and the branch so made, shall form part of the undertaking of and belong to the undertakers.

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31. The several rates which the Company from time to time take for coal and other minerals and things respectively conveyed on their railway to or from the said branch railway from or to the canal shall, notwithstanding anything in this Act, not be greater than the lowest rate which they then take for coal and other like minerals and things respectively conveyed for the like distance on the railways of the Company, including terminals.

Equal rates.

32. Save as by this Act authorised, nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the rights, privileges, powers, or authorities vested in the undertakers.

Preservation of rights of undertakers.

33. The powers of this Act with respect to the purchase and acquisition of lands otherwise than by agreement for the purposes of railways Nos. 1, 3, and 4 (herein-after referred to as "the three railways"), and with respect to the making and maintaining of those railways, shall, unless with the previous consent of the Midland Railway Company (herein-after called the "Midland Company"), in writing under their common seal, be exercised only subject to and in accordance with the following provisions :

For protection of the Midland Railway Company.

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

(2.) With respect to any land of the Midland Company which the Company is by this Act authorised to use, enter upon, or interfere with, the Company shall not purchase or take the same, but the Company may purchase and take, and

A.D. 1874.

the Midland Company may and shall sell and grant accordingly, an easement or right of using the same for the purposes for which (but for this enactment) the Company might purchase and take the same :

- (3.) The junction of railway No. 3 with the Midland Railway shall be effected at such point within the limits of deviation shown on the deposited plan, and in such manner, and according to such mode of construction, as shall be reasonably approved of by the principal engineer for the time being of the Midland Company :
- (4.) Railway No. 1 shall be carried over the line of the Midland Company by three arches or openings of not less than twenty-six feet span each, with a headway of not less than fourteen feet six inches, for a width of not less than sixteen feet :
- (5.) Railway No. 4, in passing under the Cudworth and Barnsley branch of the Midland Railway, shall, for a distance of twenty-five yards on each side of the centre line of that railway, be carried upon an iron viaduct of the lightest practicable construction :
- (6.) The three railways, where the same respectively will be made upon, under, or across, or will otherwise interfere with any railway, siding, or other work belonging to, or leased, or worked by the Midland Company, shall, subject to the foregoing provisions of this enactment, be constructed according to the plans, sections, and specifications to be previously approved by the principal engineer for the time being of the Midland Company, who shall report thereon within one month after the same shall have been submitted to him, and any difference thereon between him and the principal engineer for the time being of the Company shall (subject as aforesaid) be determined by arbitration in the manner herein-after provided :
- (7.) Except so far as may be necessary for the purpose of effecting the junction with the Midland Railway before mentioned, the Company shall not remove or disturb any of the rails of the Midland Company's railway, sidings, tramways, or other works :
- (8.) The Company shall not in any manner, in the execution of any of their works, obstruct or interfere with the free, uninterrupted, and safe use of any railway, siding, or other work of the Midland Company, or any traffic thereon :
- (9.) The Company shall bear, and on demand pay to the Midland Company, the expense of the employment by that Company,

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

- (10.) If by reason of the execution of any of the works or any proceedings of the Company, or the failure of any such works, or any act or omission of the Company or of their contractors, or of any person in the employ of the Company or of their contractors, or otherwise, any railway, siding, or other work of the Midland Railway shall be injured or damaged, such injury or damage shall be forthwith made good by the Company at their own expense, or in the event of their failing so to do, then the Midland Company may make good the same and recover the expense thereof, with full costs, against the Company in any court of competent jurisdiction, and if any interruption shall be occasioned to the traffic of or upon any such railway, siding, or other work of the Midland Company, by reason of any of the matters or causes aforesaid, the Company shall pay to that company all costs and expenses to which that company may be put, as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption, such costs, expenses, and compensation to be recoverable from the Company in any court of competent jurisdiction :
- (11.) The Company shall at all times maintain the bridges, arches, openings, or other works by which their railways are carried across the railways, sidings, or other works of the Midland Company in substantial repair and good order and condition, to the reasonable satisfaction in all respects to the engineer of that company, and if and whenever the Company fail so to do, the Midland Company may make and do, in and upon as well the lands of the Company as their own lands, all such works and things as that company may reasonably think requisite in that behalf, and the sum from time to time certified by their

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engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company, and in default of full payment may be recoverable, with full costs, by the Midland Company from the Company in any court of competent jurisdiction :

(12.) The Midland Company may from time to time, either on their own lands or on the lands of the Company, erect such signals and conveniences incident to the junction by this Act authorised of railway No. 3 with the Midland Railway, and may from time to time appoint and remove such watchmen, switchmen, or other persons as may be necessary for the prevention of danger to or interference with the traffic at and near the junction. The working and management of such signals and conveniences wherever situate shall be under the exclusive regulation of the Midland Company, and all the expenses of erecting and maintaining, and, if necessary, of altering, from time to time those signals and conveniences (unless such alterations shall be made for the convenience of the Midland Company), and of employing those watchmen, switchmen, and other persons, and all incidental current expenses, shall at the end of every half year be repaid by the Company, and in default thereof may be recovered from them, with full costs of suit, in any court of competent jurisdiction :

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

Bridges for crossings of London and North-western Railway near Macclesfield and Alderley.

34. The Company shall carry the railway No. 10 over the London and North-western Railway, at the proposed crossing thereof, according to the line of such railway, as shown on the deposited plans, by a girder bridge with one clear span of not less than fifty feet measured on the square, and with a clear headway of not less than fifteen feet for its entire width, and they shall carry the railway No. 1, authorised by the Macclesfield, Knutsford, and Warrington Railway Act, 1866, as altered with respect to the levels thereof by this Act, under the London and North-western Railway, according to the line thereof, as shown on the plans deposited with respect to this Act, and by a bridge of the clear width between its parapets of not less than forty-eight feet, and so

as to leave undisturbed all the existing lines at such last-mentioned crossing, and to make provision for the widening of that railway at such crossing for not exceeding two additional lines of rails, and all the works for such crossings shall be carried out and executed according to plans and specifications to be reasonably approved by and under the superintendence and to the satisfaction of the principal engineer of the London and North-western Railway Company (herein-after called the North-western Company), and in all things at the expense of the Company, and by and in such means and manner only as not to interfere with the free, uninterrupted, and safe user of the railways of that company, or the working, conduct, or passage of the traffic thereon respectively.

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35. The Company shall at all times maintain the bridges and other works by which the before-mentioned railways shall be so carried across the railways of the North-western Company in substantial repair and good order, to the reasonable satisfaction in all respects of the principal engineer of that company, and if and whenever the Company fail so to do the North-western Company may make or do, in and upon as well the lands of the Company as their own lands, all such works and things as the North-western Company may reasonably think requisite in that behalf, and the sum from time to time certified by such engineer to be the reasonable amount of such expenditure, shall be repaid to that company by the Company, and in default of payment may be recovered from the Company, with full costs, in any court of competent jurisdiction.

Maintenance of works.

36. The Company shall not in any case, without the previous consent in writing under the common seal of the North-western Company, take, use, enter upon, or interfere with the railways, works, lands, or property at any time belonging to or in the possession or under the power of that company, except only such part or parts thereof respectively as it shall be necessary for the Company to take, use, enter upon, or interfere with for making and maintaining the bridges and other works by which the railways of the Company are under the preceding enactment in that behalf to be carried across the railways of the North-western Company.

Interference with lands of London and North-western Railway Company.

37. With respect to any such last-mentioned railways, works, lands, or property which the Company are by this Act authorised to take, use, enter upon, or interfere with, they shall not purchase and take the same, but they may purchase and take, and the North-western Company may and shall sell and grant accordingly, an easement or right of using the same for the purposes for which

To acquire easements only in such lands.

A.D. 1874. but for this enactment the Company might purchase and take the same.

To pay expenses of watchmen, &c.

38. The Company shall on demand pay to the North-western Company all reasonable expenses of the employment by that company, during the construction of the works affecting the railways of that company, of a sufficient number of inspectors and watchmen, to be appointed by that company for watching their railways and the works thereof, with reference to and during the execution of such works, and for preventing as far as may be all interference, danger, and accident from any of the operations, or from the acts or defaults of the Company or their contractors, or any person or persons in the employment of the Company or their contractors, with reference thereto or otherwise.

To make good losses, &c.

39. The Company shall be responsible for and make good to the North-western Company all costs, losses, damages, and expenses from time to time occasioned to that Company, or to any of their works or property, or to the traffic on their railways, or to any company or person using the same respectively, or otherwise, by reason of the execution or failure of any of the works of the Company, or incidental thereto, or by any act or omission of the Company, or any of the persons in their employment, or their contractors or others, and the Company shall effectually indemnify and hold harmless the North-western Company from all claims and demands upon or against them by reason of any such execution or failure, or of any such act or omission as aforesaid.

Arbitration.

40. If any difference shall arise between the respective engineers of the Company and of the North-western Company as to the reasonableness of such plans and specifications, such difference shall be referred to and determined by an engineer to be mutually nominated by such respective engineers, or, failing agreement, to be appointed by the president of the Institution of Civil Engineers on the application of either of such Companies.

Saving of rights of London and North-western Company. Declaration of capital.

41. Nothing in this Act contained shall extend to prejudice, alter, or take away any of the rights, privileges, or powers of the North-western Company otherwise than is herein expressly provided.

42. The capital of the Company, which on or before the thirty-first day of December one thousand eight hundred and seventy-three they had been or were authorised to raise by shares or stock and by borrowing, and the amount of the money which on or before the 31st day of December 1873 had been expended by the Company on account of capital, are hereby respectively declared to be the several sums set out in the third schedule to this Act.

43. The Company may from time to time consolidate any two or more separate classes or denominations of guaranteed or preference stocks which the Company have created, or which at the time of consolidation they may be authorised to create (not being debenture stock), into a less number of guaranteed or preference stocks, and the Company may from time to time create such other classes or denominations of guaranteed and preference stocks of such nominal value or amount as may be necessary for the purpose, and on such terms and conditions as may be determined, and every such consolidation may be in accordance with such terms and conditions as are approved by the Company, but so that such terms and conditions are not inconsistent with the provisions of this Act; and every such new or consolidated guaranteed or preference stock shall be distinguished by such appropriate name or designation as the Company may think fit: Provided always, that every such consolidation shall be made and carried into effect subject to and in conformity with the following provisions and regulations; (that is to say,)

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—
Providing for consolidation of the guaranteed and preference stocks of the Company.

- (1.) The directors of the Company may from time to time prepare a scheme or schemes of the proposed consolidation, which may also define and determine the position of the different stocks of the Company, or any of them, and shall submit the same to a special general meeting of the proprietors of stock in the Company (not being debenture stock); and at least twenty-one days prior to the holding of such meeting a copy of the scheme, together with a copy or abstract of this section, shall be forwarded by post in a circular letter addressed to each proprietor at his last known or usual address:
- (2.) If the scheme so submitted, with such modifications (if any) as may be agreed on, be approved of by at least three fourths of the votes of the proprietors of the respective stocks, present in person or by proxy at the meeting, and voting separately, but not otherwise, the same shall, subject as herein-after provided, be valid and binding, and may and shall be carried into effect accordingly:
- (3.) If, within thirty days after the holding of the meeting, one or more proprietors of any class or classes of stock or stocks which is or are, directly or indirectly, affected by the scheme, holding in the aggregate not less than five thousand pounds of such stock or stocks, shall signify in writing to the secretary of the Company his or their dissent from the scheme, and the grounds of such dissent, and his or their desire to have the scheme submitted to the

71. The Staffordshire Company shall not issue any share created under the authority of this Act, nor shall any such share vest in the person accepting the same, unless and until a sum not being less than one fifth part of the amount of such share shall have been paid up in respect thereof. A.D. 1874.
Shares not to issue until one fifth part be paid up.

72. The Staffordshire Company may, in respect of the additional capital of fifty thousand pounds which they are by this Act authorised to raise, from time to time borrow on mortgage any sum not exceeding in the whole sixteen thousand six hundred pounds, but no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted, and one half of such capital is paid up, and the Staffordshire Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act, 1845, before he so certifies, that shares for the whole of such capital have been issued and accepted, and that one half of such capital has been paid up, and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and until stock for one half of so much of the said additional capital as is to be raised by means of stock is fully paid up, and the Staffordshire Company have proved to such justice as aforesaid, before he so certifies, that such shares or stock, as the case may be, were issued and accepted bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assigns, and also, if the said capital is raised by shares, that such persons or corporations, or their executors, administrators, successors, or assigns, are legally liable for the same; and upon production to such justice of the books of the Staffordshire 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. Power for Staffordshire Company to borrow on mortgage.

73. Mortgagees under this Act of the Staffordshire Company may enforce payment of arrears of interest or principal, or of principal and interest, due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall be not less than five thousand pounds in the whole. Arrears may be enforced by appointment of a receiver.

74. All money raised by the Staffordshire Company under this Act, either as additional share capital or by borrowing, shall be applied to the purposes of this Act and not otherwise. Application of money.

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Saving rights
of the Crown.

75. Nothing contained in this Act shall authorise the Company to take, use, or in any matter interfere with any land or hereditaments, or any rights of whatsoever description, belonging to the Queen's most Excellent Majesty in right of her Crown, and under the management of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or either of them, without the consent in writing of the same Commissioners, or one of them, on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby respectively authorised to give), neither shall anything in the said Act or Acts contained extend to take away, prejudice, diminish, or alter any of the estates, rights, privileges, powers, or authorities vested in, or enjoyed, or exerciseable by the Queen's Majesty, her heirs or successors.

Saving rights
of the Crown
in the fore-
shore.

76. Nothing contained in this Act shall authorise the Company to take, use, or in any manner interfere with any portion of the shore or bed of the sea, or of any river, channel, creek, bay, or estuary, or any right in respect thereof, belonging to the Queen's most Excellent Majesty in right of her Crown, and under the management of the Board of Trade, without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give), neither shall anything in this Act contained extend to take away, prejudice, diminish, or alter any of the estates, rights, privileges, powers, or authorities vested in, or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors.

Interest not
to be paid on
calls paid up.

77. Neither the Company nor the Staffordshire Company shall, out of any money by this Act authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him, but nothing in this Act shall prevent the Company or the Staffordshire 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.

78. Neither the Company nor the Staffordshire Company shall, out of any money by this Act authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising either Company to construct any other railway, or to execute any other work or undertaking.

79. Nothing in this Act contained shall exempt the Company or the railways by this Act authorised to be made from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels authorised by this Act. A.D. 1874.
Railways not exempt from provisions of present and future general Acts.

80. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company. Expenses of Act.

SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

So much of railway No. 1, authorised by the Macclesfield, Knutsford, and Warrington Railway Act, 1866, as lies between the point shown on the deposited plans of that railway as one mile, in the township of Upton, in the parish of Prestbury, in the county of Chester, and the point of junction in the parish of Mobberley, in the said county of Chester, with railway No. 5, authorised by the Manchester, Sheffield, and Lincolnshire Railway Company (Additional Powers) Act, 1872.

The whole of railways Nos. 5 and 6, authorised by the Manchester, Sheffield, and Lincolnshire Railway Company (Additional Powers) Act, 1872.

SECOND SCHEDULE.

The Macclesfield, Knutsford, and Warrington Railway Act, 1866, so far as the same relates to the portion of railway No. 1 by that Act authorised as is described in the first schedule to this Act.

The Macclesfield and Knutsford Railway Act, 1871, the Manchester, Sheffield, and Lincolnshire Railway Company (Additional Powers) Act, 1872.

THIRD SCHEDULE.

PART I. showing the Capital authorised by Shares or Stock, and borrowing Powers.

Acts of Parliament.	Capital authorised.		
	Stock and Shares.	Loans.	Total.
	£	£	£
1. Manchester, Sheffield, and Lincolnshire Railway (Additional Powers) Act, 1867	11,769,998	3,700,000	15,469,998
„ Ditto ditto ditto	65,000	21,500	86,500
2. West Riding and Grimsby Transfer Act, 1866	—	83,300	83,300
3. West Riding and Grimsby Railway Act, 1867	20,000	6,600	26,600
4. Manchester, Sheffield, and Lincolnshire Railway and Midland Railway Companies (Joint Lines) Act, 1869	122,000	40,666	162,666
5. Manchester, Sheffield, and Lincolnshire and Cheshire Lines Committee Act, 1871	—	141,000	141,000
6. Macclesfield, Bollington, and Marple Committee Act, 1871	60,000	46,633	106,633
7. Cheshire Lines Act, 1872	167,000	55,000	222,000
8. Sandbach and Winsford Junction Railway Act, 1872	57,000	—	57,000
9. Manchester, Sheffield, and Lincolnshire Railway Company's Act, 1873	1,080,000	360,000	1,440,000
10. Sheffield and Midland Railway Companies Committee Act, 1873	55,000	18,000	73,000
11. The Railways Provisional Certificate Confirmation Act, 1873 (Widnes Railway)	40,000	13,000	53,000
	£ 13,435,998	4,485,699	17,921,697

PART II. showing the Amount and Description of Share Capital created and received and the Order of Priority of the respective Stocks and Shares.

Order of Priority.	Description of Stocks and Shares.	Amount created.			Amount received to the 31st day of December 1873.		
		£	s.	d.	£	s.	d.
1	New 6 <i>l.</i> first preference shares - - - }	1,035,000	0	0	475,494	0	0
1	Four and three quarters per cent. preference stock - }						
2	Three and a quarter per cent. preference stock -	872,000	0	0	872,000	0	0
3	Six per cent. preference stock - - - }	628,300	0	0	259,120	0	0
4	Six per cent. perpetual 10 <i>l.</i> shares - - - }						
4	Five per cent. guaranteed stock - - - }	783,000	0	0	783,000	0	0
5	Garston and Liverpool stock - - -	1,000,000	0	0	1,000,000	0	0
6	Five per cent. perpetual preference stock - -	1,000,000	0	0	748,708	0	0
7	Five per cent. redeemable preference stock - -	1,080,000	0	0	Nil.		
8	Five per cent. convertible preference stock, 1872 -	1,080,000	0	0	4,101,493	0	0
9	Five per cent. convertible preference stock, 1874 (under the Act No. 9 in Part I.) - - -						
10	Ordinary stock - - - - }	695,530	0	0	695,530	0	0
10	Ditto preferred - - - - }						
10	Ditto deferred - - - - }						

The amount which the Company had expended and charged against capital account on or before the thirty-first day of December one thousand eight hundred and seventy-three, was 15,252,885*l.* 1*s.* 3*d.*