

[45 & 46 VICT.] *Manchester, Sheffield, and Lincolnshire Railway and Cheshire Lines Act, 1882.* [Ch. cxvi.]



### CHAPTER cxvi.

An Act for conferring additional powers on the Manchester Sheffield and Lincolnshire Railway Company and on the Cheshire Lines Committee and for other purposes.

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[12th July 1882.]

**W**HEREAS it is expedient that the Manchester Sheffield and Lincolnshire Railway Company (herein-after referred to as the Company) be authorised to alter the lines and levels of a certain road in the west riding of the county of York and to stop up certain level crossings roads and a footpath in the said west riding and to make new roads and a footpath in lieu thereof :

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

And whereas it is expedient that the agreement between the Lancashire and Yorkshire Railway Company the London and North-western Railway Company and the Company set forth in the Second Schedule to this Act be confirmed :

And whereas the Company are the only shareholders in the Trent Ancholme and Grimsby Railway (in this Act called the Trent Company) and it is expedient that the undertaking of the Trent Company be vested in the Company and that the Trent Company be dissolved :

And whereas it is expedient that the respective times limited by the Manchester Sheffield and Lincolnshire Railway Act 1877 for the completion of certain railways and works authorised by that Act and by the Wigan Junction Railways Act 1878 for the completion of certain works authorised by the Wigan Junction Railways Act 1874 and by the Wigan Junction Railways Act 1875 respectively should be further extended :

40 & 41 Vict.  
c. xli.  
41 & 42 Vict.  
c. xcvi.  
37 & 38 Vict.  
c. cxvii.  
38 & 39 Vict.  
c. clxxxix.

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And whereas it is expedient that the Cheshire Lines Committee (herein-after referred to as the Committee) be authorised to widen and improve a certain portion of the Stockport and Timperley branch of their railway and the bridge carrying that branch railway over George's Road and Lower Berry Street in the township of Heaton Norris in the parish of Manchester in the county of Lancaster and to alter the levels of George's Road and to enter upon use and hold the lands herein-after in that behalf mentioned and shown on the deposited plans referred to in this Act for the general purposes of the undertaking of the 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 the several 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 lands in the line 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 clerk of the peace for the west riding of the county of York and the clerks of the peace for the counties of Chester and Lancaster respectively 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 and Cheshire Lines Act 1882.

Incorporation of Acts.

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 non-payment of calls the remedies of creditors of the

8 & 9 Vict. c. 18.  
23 & 24 Vict.  
c. 106.  
32 & 33 Vict.  
c. 18.  
8 & 9 Vict. c. 16.



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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 :

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The Railways Clauses Consolidation Act 1845 :

8 & 9 Vict.

Parts I. and II. of the Railways Clauses Act 1863 relating respectively to the construction of a railway and to extension of time :

c. 20.

26 & 27 Vict.

c. 92.

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

26 & 27 Vict.

c. 118.

3. In this Act terms to which meanings are assigned in enactments incorporated with this Act or which have therein special meanings have 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 the term is used were 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.

4. Subject to the provisions of this Act the Company may make and maintain in the line and according to the levels shown on the deposited plans and sections the works herein-after described with all proper approaches roads and conveniences connected therewith or incidental thereto and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for that purpose. The works herein-before referred to and authorised by this Act are :—

Power to Company to make and maintain works.

- (1) An alteration of the lines and levels of a public road or highway leading from Barnsley to Doncaster in the township of Ardsley in the parish of Darfield in the west riding of the county of York commencing at a point on that highway distant two and three quarter chains or thereabouts measured in a south-westerly direction along that highway from the centre of the bridge carrying that highway over the Dearne and Dove Canal belonging to the Company and terminating at a point in the said last-mentioned highway distant five and a half chains or thereabouts measured in a north-easterly direction along that highway from the centre of the last-mentioned bridge.

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- (2) A road in the township of Stainforth and parish of Hatfield in the west riding of the county of York running parallel to and on the north side of the railway of the Company commencing by a junction with the highway leading from Stainforth to Thorne at a point on that highway distant two chains or thereabouts measured in an easterly direction along that highway from the gates on the easterly side of the existing level crossing of that highway over the Doncaster and Keadby branch of the railway of the Company and terminating by a junction with a certain road or way called Poffinder Wood Road in the said parish of Hatfield at a point on that road distant one and a half chains or thereabouts from the gates on the northerly side of the thirdly herein-after described level crossing intended to be stopped up.
- (3) A road in the said township of Stainforth and parish of Hatfield commencing at a point on the firstly described new road distant four and a half chains or thereabouts measured in a north-easterly direction along that road from the point of commencement thereof as herein-before described and terminating by a junction with the said road leading from Stainforth to Thorne at a point on that road immediately opposite a point on the said Doncaster and Keadby branch railway distant one and a quarter chains from the south-west corner of the said signal box at Kirton Lane junction aforesaid and on the south side of that branch railway.
- (4) A road situate in the parish of Adwick-upon-Deerne aforesaid commencing at a point on the public highway leading from Swinton to Bolton-upon-Deerne both in the said west riding of the county of York distant nine and a half chains or thereabouts from the centre of the said branch railway measured in a northerly direction and terminating at another point on the same public highway leading from Swinton to Bolton-upon-Deerne aforesaid distant four and a half chains or thereabouts from the centre of the said branch railway measured in a southerly direction.

Roads in  
Hatfield  
parish to be  
stopped up.

5. Subject to the provisions of this Act the Company may when and as soon as they have constructed and opened the roads in the township of Stainforth and parish of Hatfield authorised by this Act discontinue and stop up the roads or level crossings following (that is to say) :

So much of a road or level crossing over the Doncaster and Keadby branch of the railway of the Company situate in the township of Stainforth in the parish of Hatfield in the west



riding of the county of York as lies between the northerly and southerly boundary fences of that branch railway and which said level crossing is situate at a point on that branch railway distant five and a half chains or thereabouts measured in a south-westerly direction along that branch railway from the south-westerly corner of the signal box at the junction known as Kirton Lane junction in the said parish of Hatfield :

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So much of the road in the said parish of Hatfield leading from Stainforth to Thorne in the west riding of the county of York as crosses on the level the said Doncaster and Keadby branch railway and which said last-mentioned level crossing is situate at a point on that branch railway distant two chains or thereabouts measured in a south-westerly direction along that branch railway from the south-west corner of the signal box at Kirton Lane junction aforesaid :

And so much of an occupation road or level crossing in the said township of Stainforth and parish of Hatfield over the Doncaster and Keadby and Thorne branches of the railways of the Company as lies between the northerly and southerly boundary fences of those railways and which said last-mentioned road or level crossing is situate at points on those last-mentioned railways respectively distant four and a quarter chains or thereabouts measured in a north-easterly direction along those railways from the south-west corner of the said signal box at Kirton Lane junction aforesaid.

6. Subject to the provisions of this Act the Company may when and as soon as they have constructed and opened the road in the parish of Adwick-upon-Dearne authorised by this Act discontinue and stop up the road or level crossing following (that is to say) :

Road in Adwick-upon-Dearne parish to be stopped up.

So much of a road or level crossing over the Company's Barnsley and Doncaster branch railway situate in the parish of Adwick-upon-Dearne in the west riding of the county of York as lies between the northerly and southerly boundary fences of that branch railway and which level crossing is situate on the said Barnsley and Doncaster branch railway at a point thereon distant twenty-three chains or thereabouts measured in a north-westerly direction along that branch railway from the centre of the bridge carrying the Midland Railway over that branch railway.

7. Subject to the provisions of this Act and in accordance with the deposited plans and sections the Company may make and maintain a footpath in the parish of Penistone in the west riding of the county of York commencing at a point on the public footpath

Power to make a footpath at Penistone.

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Footpath at Penistone to be stopped up.

8. Subject to the provisions of this Act the Company may when and as soon as they have constructed and opened for public use the footpath authorised by this Act stop up and discontinue as a public footpath so much of the footpath situate in the parish of Penistone in the west riding of the county of York leading from Penistone to the highway leading from Penistone to Sheffield as lies between the point of commencement of the footpath authorised by this Act and the junction of the footpath hereby authorised to be stopped up with that highway.

Vesting in Company of roads &c. stopped up.

9. When and as soon as the substituted roads and footpath respectively shall be opened for traffic all rights of way over and along the respective portions of roads and footpath by this Act authorised to be stopped up respectively shall cease and be extinguished and the sites thereof respectively so far as the same may be bounded on both sides by lands belonging to the Company shall vest in and belong to the Company.

Power to the Company to acquire lands for general purposes.

10. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may from time to time enter upon take use and appropriate to the purposes of their undertaking all or any of the lands and buildings following delineated on the deposited plans and described in the deposited book of reference (that is to say) :—

Certain lands houses and buildings situate in the township of Kimberworth in the parish of Rotherham in the west riding of the county of York adjoining and on the north side of the Sheffield and Rotherham branch of the railway of the Company between the Holmes Colliery sidings and the point where that branch railway crosses the River Dun and extending in a northerly direction to the Holmes cut of the River Dun navigation belonging to the Company.

Power to apply corporate funds.

11. 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.



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12. The agreement dated the tenth day of June one thousand eight hundred and eighty-two made between the Lancashire and Yorkshire Railway Company of the first part the London and North-western Railway Company of the second part and the Company of the third part a copy of which is set forth in the Second Schedule to this Act is hereby confirmed and made binding on the parties thereto respectively and full effect may and shall be given thereto.

Confirmation of agreement with Lancashire and Yorkshire and London and North-western Railway Companies.

13. Upon and from the passing of this Act the Trent Company shall be dissolved excepting for the purpose of winding up its affairs and its undertaking and all its estate right title and interest therein and thereto and all the rights privileges easements powers and authorities incident to or affecting the same including the powers of borrowing on mortgage and of creating and issuing debenture stock shall subject to the existing charges debts leases covenants contracts obligations and liabilities of the Trent Company then effecting the same become and be absolutely vested in the Sheffield Company and shall and may be held possessed enjoyed and used exercised and executed by the Company in the same manner and to the same extent as they respectively were or could or might if this Act had not passed have been held possessed enjoyed used exercised or executed by the Trent Company and thereupon and thenceforth the undertaking of the Trent Company shall become part of the undertaking of the Company and shall be called and known by the name of the Manchester Sheffield and Lincolnshire Railway and the corporate seal of the Manchester Sheffield and Lincolnshire Railway Company shall be used instead of and have the same force and effect as the seal of the Trent Company.

Dissolution of the Trent Ancholme and Grimsby Railway Company and vesting of its undertaking in Company.

14. All contracts covenants agreements conveyances leases mortgages bonds and securities which may have been made or entered into with to or in favour of or by or for or obligatory upon the Trent Company previously to the passing of this Act shall be and remain as good valid and effectual in favour of against and in reference to the Company and may be proceeded on and enforced in the same manner by or against the Company to all intents and purposes as if the Company had been a party to and executed the same or had been named or referred to therein instead of the Trent Company.

Contracts not to be affected.

15. No action suit prosecution or other proceeding whatsoever commenced previously to the passing of this Act either by or against the Trent Company shall abate or be discontinued or prejudicially affected by reason of the vesting of the undertaking of the Trent

Actions &c. not to abate.

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shire Railway and Cheshire Lines Act, 1882.*

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Power to  
Committee  
to widen and  
improve  
portion of  
Stockport  
and Timper-  
ley branch  
railway and  
bridge over  
roads.

16. Subject to the provisions of this Act and in the line and according the levels shown on the deposited plans and sections the Committee may widen and improve so much of the Stockport and Timperley branch of their railway situate in the township of Heaton Norris in the parish of Manchester as lies between a point on that railway nine and a half chains or thereabouts to the east of the bridge which carries that railway over George's Road in the same township and parish and a point fifteen and a half chains or thereabouts to the west of the same bridge and may widen and improve the bridge carrying the Stockport and Timperley branch of the railway of the Committee over George's Road aforesaid and Lower Berry Street both in the said township of Heaton Norris and parish of Manchester and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for that purpose.

Power to  
Committee  
to alter  
levels of  
George's  
Road Heaton  
Norris Man-  
chester.

17. Subject to the provisions of this Act and in the line and according to the levels shown on the deposited plans and sections the Committee may alter or vary the line of levels of so much of the said street or road called George's Road as lies between a point on that road one chain or thereabouts measured in a south-westerly direction along that road from the south-east corner of the westerly abutment of the bridge carrying the Stockport and Timperley branch railway over George's Road and another point on that road distant six chains or thereabouts measured along that road in a north-easterly direction from the said south-easterly corner of the said abutment.

For protec-  
tion of the  
Stockport  
Corporation.

18. Notwithstanding anything in this Act contained the Committee shall carry into effect the works in Heaton Norris in the parish of Manchester by this Act authorised subject to and in conformity with and abide and be bound by the terms and conditions contained in a certain agreement bearing date the 31st day of December 1881 and made between the Committee of the one part and the mayor aldermen and burgesses of the borough of Stockport of the other part and the several plans and sections to that agreement annexed a copy of which agreement is set forth in the First Schedule to this Act and is hereby made binding upon and shall be carried into effect by the parties thereto respectively.



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19. Subject to the provisions of this Act the Committee may enter on take and use for the general purposes of their undertaking all or any of the following lands and houses delineated on the plans and described in the deposited books of reference (that is to say):

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—  
Power to the Committee to acquire lands for general purposes.

Certain lands houses and buildings situate in the township of Stretford in the parish of Manchester in the county of Lancaster adjoining and on the northerly and southerly sides of the Liverpool and Manchester branch of the railway of the Committee near a point on that railway where it crosses the Bridgewater Canal at a place on that canal known as "the water meetings":

Certain other lands houses and buildings in the township of Urmston in the parish of Flixton in the said county of Lancaster abutting on the northerly and southerly sides of the said Liverpool and Manchester branch railway and adjoining the Urmston station on that railway:

Certain other lands in the township of Flixton in the parish of Flixton aforesaid abutting on the northerly and southerly sides of the said Liverpool and Manchester branch railway and adjoining the easterly end of the Flixton station on that railway:

Certain other lands houses and buildings situate in the several hamlets of Lower Irlam and Cadishead both in the parish of Eccles in the said county of Lancaster and abutting on the northerly and southerly sides of the said Liverpool and Manchester branch railway and adjoining the westerly end of the Irlam station on that railway:

Certain other lands houses and buildings situate in the township and parish of Warrington in the county of Lancaster bounded on the northerly side by Marsh House Lane on the westerly side by Battersby Lane and on the southerly and easterly sides by lands of the Committee:

Certain other lands houses and buildings situate in the township and parish of Warrington abutting upon the southerly side of the said Liverpool and Manchester branch railway and lying between the White Cross siding on that railway on the east and the Sankey Brook on the west:

Certain other lands houses and buildings situate in the township of Witton-cum-Twambrooks in the parish of Great Budworth in the county of Chester situate on the southerly side of the Cheshire Midland branch of the railway of the Committee adjoining the easterly end of the Northwich station on that branch railway.

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For the protection of Sir Humphrey de Trafford Baronet.

**20.** Notwithstanding anything in this Act contained it shall not be lawful for the Committee without the consent in writing of Sir Humphrey de Trafford Baronet first had and obtained to take enter upon or use under the powers of this Act any of the lands belonging to him in the township of Stretford in the parish of Manchester which are at a greater distance than twenty-two feet measured from and at right angles with any part of the northerly or southerly boundary fences of the railway of the Committee nor shall the Committee erect or maintain on any lands of Sir Humphrey de Trafford to be taken under the powers of this Act any building whatsoever other than and except such as may be exclusively used for the purpose of signals in the working of their railway.

Application of capital by Committee.

**21.** The Committee may apply for the purposes of this Act any moneys under their control or at their disposal and which are not required by them for the purposes for which the same were authorised to be raised.

Notice to be given of taking houses of labouring classes.

**22.** The Company or Committee 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 or Committee 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.

Company to procure accommodation for persons of labouring classes to be displaced.

**23.** Before displacing any person belonging to the labouring classes who may for the time being be the occupier of any house or part of a house which the Company or Committee are by this Act respectively authorised to acquire the Company or Committee shall (unless they and such person otherwise agree) procure sufficient accommodation elsewhere for such person: Provided always that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice and the Company or Committee may for the purpose of providing such accommodation appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase lands by agreement and may on such lands erect labouring class dwellings and may let or otherwise dispose of such lands.

Power to take easements &c. by agreement.

**24.** 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



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the Company or Committee 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 Acts 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.

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**25.** The powers by this Act granted to the Company or to the Committee 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 compulsory purchase of lands.

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

Period for completion of works.

**27.** The time limited by the Manchester Sheffield and Lincolnshire Railway Act 1877 for the completion of the works described in sub-sections one and two of section four of that Act is hereby extended for a period of three years from the twenty-eighth day of June one thousand eight hundred and eighty-two.

Extension of time for completion of certain works authorised by 40 & 41 Vict. c. xlvi.

**28.** The time limited by the Wigan Junction Railways Act 1878 for the completion of railways Nos. 4 and 5 authorised by the Wigan Junction Railways Act 1874 is hereby extended for a period of three years from the sixteenth day of July one thousand eight hundred and eighty-two and section 36 of the Act of 1874 shall be read as if the period therein referred to for the completion of those railways was the extended time limited by this Act.

Extension of time for completion of railways 4 and 5 authorised by 37 & 38 Vict. c. cxvii.

**29.** The time limited by the Wigan Junction Railways Act 1878 for the completion of railways A and C authorised by the Wigan Junction Railways Act 1875 is hereby extended for a period of three years from the sixteenth day of July one thousand eight hundred and eighty-two and section 42 of the Act of 1875 shall be read as if the period therein referred to for the completion of those railways was the extended time limited by this Act.

Extension of time for completion of railways A and C authorised by 38 & 39 Vict. c. clxxxix.

**30.** If the railways respectively mentioned in the last two preceding sections shall not be completed within the extended period by this Act limited then on the expiration of that period the powers by the several and respective Acts mentioned in those sections and by this Act granted to the Wigan Junction Railways Company for completing the railways or otherwise in relation thereto shall cease to be exercised, except as to so much thereof as shall then be completed.

Powers not to be exercised after extended periods.

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Interest not  
to be paid on  
calls paid up.

**31.** The Company shall not 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 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.

**32.** The Company shall not 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 the Company to construct any other railway or to execute any other work or undertaking.

Provisions as  
to general  
rail way  
Acts.

**33.** Nothing in this Act contained shall exempt the Company or the Committee 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.

Costs of Act.

**34.** 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 and the Committee in such proportions as they may agree.



FIRST SCHEDULE.

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THIS INDENTURE made the thirty-first day of December one thousand eight hundred and eighty-one between the Cheshire Lines Committee (herein-after called "the said Committee") of the one part and the mayor aldermen and burgesses of the borough of Stockport in the county of Chester (herein-after called "the said corporation") of the other part: Whereas the said Committee in carrying out the works in connexion with widening their line of railway at Stockport aforesaid propose to interfere with the public streets in the manner shown on the plan attached hereto coloured brown the altered and widened course of the Committee's line being shown by the pink lines: And whereas the said corporation have consented to the alteration of the Committee's works in accordance with such plan on the terms and conditions herein-after mentioned and set forth: Now therefore the said Committee covenant promise and agree with the corporation as follows:—

1. That the said Committee shall give up and dedicate for the purpose of being used as part of the public streets the strips of land adjoining and abutting on Travis Brow and Norris Street and coloured green on the said plan attached hereto but the said Committee shall not be required to make out any title to the said strips of land or either of them nor shall said corporation require any assurance to be executed of such strips of land.

2. That the cost of throwing such strips of land into the public streets and of widening such streets and of forming and flagging such added portions shall be borne and paid by the said Committee.

3. That the pillars supporting the bridge of the said Committee where the railway crosses George's Road shown on the said plan shall be placed near the gable end of the Gardeners' Arms public house at the point G shown on plan marked A attached hereto and the face of the pillar shall not encroach on to George's Road beyond the straight line from the present abutment at D to H at the corner of the Gardeners' Arms.

4. That the under portion of the proposed new part and also the existing part of the bridge over George's Road and the proposed new part of the bridge over Bury Street shall at the cost of the Committee be respectively lined throughout with white glazed bricks.

5. That the said Committee shall at their own cost provide a gas lamp to be placed at a point to be fixed by the said corporation and pay to the said corporation on the first day of January in every year the sum of three pounds towards the cost of lighting the said lamp the first payment to be made on the first day of January next and shall also put deck lights on the bridges and make them drop dry to the reasonable satisfaction of the borough surveyor for the time being of the said corporation.

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6. That at the bottom of Bury Street aforesaid where the said Committee propose to carry over their line by means of a girder they shall not in anywise encroach on or use or occupy any part of the footpath or highway.

7. That in order so far as possible to hide from the view of persons walking riding or driving down Travis Brow the engines and trains of the said Committee the said Committee shall at their own cost erect and build a wall faced with blue bricks coloured stone and panel parapet from the bridge over George's Road to the borough boundary near Club House Bridge of the height and dimensions and in the manner shown on the elevation attached hereto.

8. That the said Committee will build the proposed new wall commencing at the bridge on the east side of Norris Street for a distance of sixty feet in length sufficiently high to obscure the passing engines and trains therefrom to the reasonable satisfaction of the borough surveyor for the time being of the said corporation.

9. That the said Committee shall indemnify and hold harmless the said corporation of and from and against all and all manner of claims actions suits and demands made on them by any owners tenants or other persons interested in the property adjoining such works owing to the carrying out of the same.

10. The Committee shall not increase the gradients of George's Road Bury Street or Brunswick Street to higher gradients in respect of each street than is shown in the plans of sections marked "C" hereto annexed.

11. Immediately prior to the commencement of the said work the corporation may take up all or any portion of the flag setts curbs and macadam forming the surface of George's Road Bury Street and Brunswick Street or any of them and any drains and gullies therein so far as the same will be affected by the said works and cart the materials so taken up to the corporation depôt and store them there and on completion of the Committee's works the corporation may cart back the said materials and replace them on the streets together with any new material that may be required and the Committee shall within one month of the reinstating the said streets by the corporation pay to the corporation the cost of such taking up and reinstating, and shall also one month after demand made on the Committee pay to the corporation the cost to be incurred by them in maintaining and repairing for a period of twelve calendar months after reinstating such streets such portions of the said streets so disturbed: And the said corporation so far as they lawfully can or may hereby give their consent to the works aforesaid.

In witness whereof the said Committee and the said corporation have hereunto severally affixed their corporate common seals the day and year first before written.

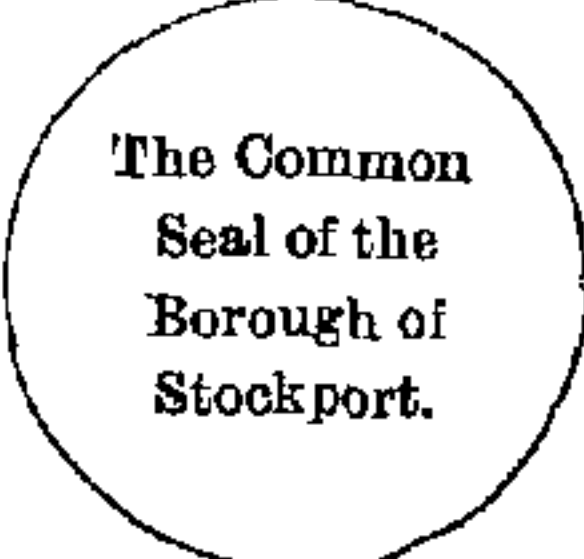
(Signed)

The common seal of the borough of Stockport was hereunto affixed in the presence of


WALTER HYDE  
Town Clerk

The common seal of the Cheshire Lines Committee was hereunto affixed in the presence of

EDWARD ROSS  
Secretary.



The Common  
Seal of the  
Borough of  
Stockport.



The Seal of  
the Cheshire  
Lines Committee,  
1867.



SECOND SCHEDULE.

A.D. 1882.

AN AGREEMENT made the tenth day of June one thousand eight hundred and eighty-two between the Lancashire and Yorkshire Railway Company (herein-after separately referred to as the Lancashire and Yorkshire Company) of the first part and the London and North-western Railway Company (herein-after separately referred to as the North-western Company) of the second part and the Manchester Sheffield and Lincolnshire Railway Company (herein-after referred to as the Sheffield Company) of the third part the respective expressions herein-after occurring of "the two Companies" meaning the North-western and the Lancashire and Yorkshire Companies and of "the three Companies" meaning the Lancashire and Yorkshire Company the North-western Company and the Sheffield Company: Whereby it is mutually agreed as follows:

1. Nothing herein contained shall prejudice or affect the terms and conditions of an agreement made on the twenty-second day of March one thousand eight hundred and sixty-six between the Lancashire and Yorkshire Company of the first part the Sheffield Company of the second part and the Midland Railway Company of the third part or the terms and conditions of another agreement made on the ninth day of March one thousand eight hundred and seventy-eight between the North-western Company of the first part the Lancashire and Yorkshire Company of the second part and the Midland Railway Company of the third part.

2. Subject to the terms and conditions of this agreement the Lancashire and Yorkshire Company grant to the Sheffield Company power at all times hereafter to run over and use with their own engines carriages waggons and servants so much of the Lancashire and Yorkshire Railway as lies between the junction therewith of the Sheffield Railway at Penistone and the junction therewith of the joint railway of the two companies at Springwood together with booking and other offices watering places sidings approaches and works connected therewith and subject as aforesaid the two Companies grant to the Sheffield Company power at all times hereafter to run over and use as aforesaid so much of the said joint railway as lies between Springwood Junction and Huddersfield but not including except as herein-after mentioned the use of the Huddersfield joint station.

3. The powers so granted shall only extend to and be exercised in respect of traffic of all kinds brought to the said junction at Penistone of the Sheffield Company through or from Barnsley or through or from any other station of the Sheffield Company south or east of Penistone or vice versâ and such powers shall not be exercised or exercisable over the Holmfirth Meltham or Clayton West branches of the Lancashire and Yorkshire Railway or from any station

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shire Railway and Cheshire Lines Act, 1882.*

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or place on that railway to any other station or place on the same railway between Penistone and Huddersfield.

4. The Lancashire and Yorkshire Railway Company shall upon their said line of railway between Penistone and Springwood and the two Companies upon their said joint line perform all such services and duties, and give such facilities as may be necessary or reasonable for the convenient conduct of the traffic of the Sheffield Company to be conveyed under this agreement and for giving effect in good faith to the powers hereby granted and if any difference shall arise between the Companies as to the nature extent or sufficiency of the services and duties so to be performed such difference shall from time to time be settled by arbitration as herein-after mentioned.

5. Except as herein provided the services and facilities referred to in the last paragraph shall not include the labour of warehousing receiving delivering loading or unloading of cattle corn minerals goods or merchandise nor the issuing or delivery of passengers tickets nor shall the rights and powers hereby granted to the Sheffield Company include the use of warehouses or other accommodation of the like nature for corn goods minerals or merchandise.

6. The Sheffield Company shall have the full right to fix the through rates and fares for all traffic carried by them under this agreement and will pay to the Lancashire and Yorkshire Company in respect of all traffic carried wholly or partly over the said line from Penistone to Huddersfield including the portion of the joint railway from Springwood a mileage proportion of the whole charge from end to end (after deducting the usual clearing house terminals paid on paid outs proportions to other companies and other usual and recognised deductions) over the mileage distance traversed by such traffic but the Sheffield Company shall be entitled to deduct out of such payment one-third part thereof for working expenses in connexion with such traffic: Provided nevertheless that on Huddersfield and London traffic the mileage proportion payable to the Lancashire and Yorkshire Company shall till the end of the year one thousand nine hundred and ten be as for a distance of eighteen miles.

7. Subject to the terms of this agreement and in respect only of the traffic defined in article three the two Companies grant to the Sheffield Company the use of the joint passenger station at Huddersfield and agree to provide the facilities and accommodation for goods and mineral traffic as herein-after mentioned.

8. The two Companies shall at the passenger station perform all such services and duties and give all such facilities as may be necessary or reasonable for the convenient conduct of the passenger and coaching traffic of the Sheffield Company including the collection and delivery of parcels. The Sheffield Company shall be at liberty at their own cost to employ their own clerks for booking passengers such clerks nevertheless to be under and subject to the regulations of the two Companies from time to time in force at such station. In the event of the Sheffield Company performing the services of collection and delivery of parcels traffic they shall be allowed by the two Companies such proportion of the terminals as may be agreed upon.

9. For the purposes of this agreement the working expenses (including rates taxes and maintenance) of the said passenger station shall be divided and paid between the two Companies and the Sheffield Company in manner following



that is to say one-third part thereof shall be allocated to the passenger traffic passing through the said station and the other two-third parts shall be allocated to the passenger traffic to and from the said station and of the one third so allocated to through traffic the Sheffield Company shall pay such a proportion as the number of passengers to from and beyond the Manchester Sheffield and Lincolnshire railway passing through the said station shall bear to the whole number of passengers passing through the said station and of the remaining two thirds so allocated to the passenger traffic to and from the said station the Sheffield Company shall pay such a proportion as the number of their passengers booked at or to the said station shall bear to the whole number of passengers booked at or to the said station the amount of such shares or proportions in case the Companies differ to be settled by arbitration in the manner herein-after mentioned: Provided always that passenger traffic to or from Huddersfield arising or terminating on the Penistone line including Penistone and branches shall be deemed to be traffic of the Lancashire and Yorkshire Company.

10. The Sheffield Company shall also pay such a rent or annual sum for the use of the said passenger station as may be agreed upon between the three Companies or in default of such agreement as may from time to time be determined by arbitration in manner herein-after provided.

11. In the event of any company or companies other than the Companies parties to this agreement using the said passenger station the number of passengers booked by such company or companies shall for the purposes of apportioning the working expenses and rent of the said station as herein provided be taken and accounted for as the passengers of the said two Companies.

12. The two Companies shall provide all necessary warehouse wharfage siding and other accommodation of a like nature for all descriptions of merchandise and mineral traffic to be carried and conveyed by the Sheffield Company under this agreement and the two Companies shall (but as between themselves upon the terms contained in the Huddersfield station agreement of the 9th March 1878) perform all terminal services (except carting) at the said goods station in as full and efficient a manner as if it were their own traffic upon the terms and conditions following (that is to say):—

On station to station goods traffic and on mineral class traffic the two Companies shall be allowed the usual clearing house terminals:

On all carted traffic to and from all stations except the stations between Penistone and Retford the latter station inclusive the two Companies shall in respect of the goods station and services be allowed the sum of one shilling and sixpence per ton and for the stations between Penistone and Retford inclusive on carted traffic the two Companies shall be allowed two shillings per ton:

On coal traffic the two Companies shall be allowed threepence per ton the Sheffield Company being allowed a like sum per ton when they find accommodation at the other end.

13. Nothing in this agreement shall give the Sheffield Company any rights of ownership in the Huddersfield joint passenger or goods station or any part thereof.

[Ch. cxvi.] *Manchester, Sheffield, and Lincoln- [45 & 46 VICT.]  
shire Railway and Cheshire Lines Act, 1882.*

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14. The terms conditions and regulations (except as herein expressly provided) to which the Sheffield Company shall be subject in respect of the use of the Huddersfield passenger station and of the services to be rendered and accommodation to be afforded to them at the said goods station and the charges to be paid by them for the same and all other questions arising out of this agreement shall (when the same are not fixed by this agreement) if not determined by mutual agreement be from time to time determined by arbitration as herein-after provided.

15. In using or traversing the said portions of railway from Penistone to Huddersfield and in using the junctions and conveniences thereof and the said joint passenger station at Huddersfield in accordance with this agreement the Sheffield Company shall at all times observe the byelaws for the time being in force on the portions of railway and station respectively so used.

16. If at any time during the exercise by the Sheffield Company of the powers hereby granted and their use of the said joint passenger station at Huddersfield any enlargement alteration or improvement of such station by the two Companies should in the opinion of an arbitrator or umpire to be appointed in conformity with Article 20 of this agreement have been thereby rendered necessary then the Sheffield Company shall pay such an additional consideration for the cost of such enlargement alteration or improvement as such arbitrator or umpire shall from time to time determine.

17. The Sheffield Company shall be at liberty for the purposes of this agreement to make their own arrangements by the employment of agents or otherwise for the collection of goods and merchandise and for the carting and delivery of the same to and from the said Huddersfield joint goods station and for parcels traffic to and from the said passenger station.

18. It is agreed between the two Companies that the proportion of the tolls rates fares and charges received from time to time from the Sheffield Company to be carried to the credit of the two Companies jointly in respect of the use by the Sheffield Company under this agreement of the joint railway between Springwood junction and Huddersfield station shall as between the two Companies be calculated on a distance of half a mile but the terminals at Huddersfield station (at the rates herein-before provided) in respect of traffic conveyed by the Sheffield Company under this agreement shall belong to the Lancashire and Yorkshire Company exclusively: Provided always that in estimating and apportioning between the two Companies the working expenses of the said goods station the traffic of the Sheffield Company shall be deemed to be traffic of the Lancashire and Yorkshire Company and that Company shall bear and pay all working expenses in respect thereof. All payments by the Sheffield Company in respect of the passenger station shall be carried to the joint station account.

19. Either of the three Companies may apply in this or any succeeding session of Parliament to confirm this agreement and the other Companies shall concur in such application.

20. Any question referred by this agreement to arbitration and also any dispute or difference arising out of this agreement between the parties hereto shall be determined by arbitration in the manner provided by the Railway Companies Arbitration Act 1859.



[45 & 46 VICT.] *Manchester, Sheffield, and Lincolnshire Railway and Cheshire Lines Act, 1882.* [Ch. cxvi.]

21. This agreement shall be subject to such alterations as Parliament shall think fit to make therein but if any material alterations be made therein any of the Companies parties hereto may elect to vacate the agreement.

A.D. 1882.

In witness whereof the said railway Companies parties hereto have hereunto affixed their respective common seals the day and year first above written.

Passed under the common seal of the Lancashire and Yorkshire Railway Company in the presence of  
J. H. STAFFORD,  
Secretary.



Passed under the common seal of the above-named London and North-western Railway Company in the presence of  
S. REAY,  
Secretary



The common seal of the Manchester Sheffield and Lincolnshire Railway Company was hereunto affixed in the presence of  
ALBAN FURNISS,  
Manchester.



