



ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

Cap. ccxlviii.

An Act for amalgamating the Undertaking of the *Marple New Mills and Hayfield Junction Railway Company* with that of the *Manchester, Sheffield, and Lincolnshire Railway Company*; and for authorizing the last-mentioned Company to subscribe to the Undertaking of the *Liverpool Central Station Railway Company*; and for other Purposes. [5th July 1865.]

WHEREAS by "The *Marple New Mills and Hayfield Junction Railway Act, 1860*," the *Marple New Mills and Hayfield Junction Railway Company* (to which Company the Term "the *Marple Company*" when hereafter used in this Act refers) were incorporated with a Share Capital of One hundred and fifty thousand Pounds, and Power to borrow on Mortgage Fifty thousand Pounds, and were empowered to make the Railway therein described, and "The *Manchester, Sheffield, and Lincolnshire Railway Company*" (to which Company the Term "the *Sheffield Company*"

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23 & 24 Vict. c. xv.

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when hereafter used in this Act refers) were authorized to subscribe and have subscribed towards the Undertaking of the *Marple* Company the Sum of Seventy thousand Pounds: And whereas by an Act of the now last Session the *Marple* Company were empowered to raise additional Share Capital to the Extent of Ten thousand Pounds, and further Borrowing Powers to the Extent of Three thousand three hundred Pounds were conferred on them: And whereas it is expedient that the Undertaking of the *Marple* Company be amalgamated with that of the *Sheffield* Company, on the Terms in this Act expressed: And whereas it would be mutually advantageous to the *Liverpool Central Station* Railway Company (to which Company the Term "the *Liverpool* Company" hereafter used in this Act refers) and the *Sheffield* Company, if the latter Company were empowered to subscribe to the Undertaking of the former Company: And whereas it is expedient that Running Powers over the Railways of the *Liverpool* Company and over certain Portions of the Railways of the *Midland* Railway Company (to which Company the Term "the *Midland* Company" when hereafter used in this Act refers) be conferred on the *Sheffield* Company, and that Running Powers over certain Portions of the Railways of the *Sheffield* Company be conferred on the *Midland* Company: And whereas it is expedient that the *Sheffield* Company be empowered to raise additional Share Capital, and that their Borrowing Powers be extended, and that other Provisions on other Matters as in this Act expressed be made in relation to the *Sheffield* Company, and otherwise: And whereas the Purposes of this Act cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it 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 (Purchase, &c.) Act, 1865.*"

8 & 9 Vict.
cc. 16. & 18.,
23 & 24 Vict.
c. 106., and
26 & 27 Vict.
cc. 92. & 118.
incorporated.

2. The following Enactments (so far as the same respectively are applicable for the Purposes, and are not inconsistent with the Provisions of this Act,) are hereby incorporated with this Act; namely,

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

The Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the Matters following; that is to say, the Distribution of the Capital of the Company into Shares; the Transfer or Transmission of Shares; the Payment of Subscriptions, and the Means of enforcing the Payment of Calls; the

Forfeiture

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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, and the Consolidation of the Shares into Stock; the Provision to be made for affording Access to the Special Act, so as to apply respectively to Shares or Stock created and Mortgages granted and Money borrowed under this Act:

Part V. of "The Railways Clauses Act, 1863:"

Parts I., II., and III. of "The Companies Clauses Act, 1863."

3. With respect to the Interpretation of Terms in and for the Purposes of this Act, the following Provisions shall have Effect; namely,

Interpreta-
tion of
Terms in
this and
in incor-
porated Acts.

(1.) In this Act and in any Act herewith incorporated, (so far as the same respectively relate to the taking of Lands by Agreement,) the Term "Lands" includes all Terms, Estates, Easements, Interests, Rights, and Privileges in, over, or affecting Lands, so as to authorize the granting and taking thereof at a yearly Rent or otherwise, as may be agreed on, but so that every such Easement, Right, or Privilege shall be taken, and the Amount of every such yearly Rent shall be fixed, under and according to the Provisions of the "Lands Clauses Consolidation Acts Amendment Act, 1860:"

(2.) In this Act the Term "the deposited Plans and Book of Reference" means the Plans and Book of Reference deposited for the Purposes of this Act with the Clerk of the Peace for the County of *Lancaster*:

(3.) The several Terms to which Meanings are assigned by the Acts herewith incorporated have in this Act the same respective Meanings.

4. From and after the passing of this Act, the *Marple* Company is dissolved, and the Undertaking of that Company is transferred to the *Sheffield* Company.

Transfer of
Undertaking
of Marple
Company.

5. The Shares held by the *Sheffield* Company in the Capital of the *Marple* Company shall be cancelled.

Shares held
by Sheffield
Company
cancelled.

6. The *Sheffield* Company may agree with the several Persons being at the passing of this Act Holders of Shares in the Capital of the *Marple* Company (other than the Shares held by the *Sheffield* Company), and with the respective Representatives and Assigns of those Persons, for the Surrender of their Shares, upon such Terms and Conditions

Power to
agree with
Shareholders
in Marple
Company.

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Conditions as shall be mutually agreed upon: Provided always, that the *Sheffield* Company shall not pay for any such Surrender any greater Amount *per* Share than shall have been actually paid on each such Share.

Provision
for Mort-
gage Debt of
Marple
Company.

7. The Mortgage Debt of the *Marple* Company existing at the passing of this Act shall on the passing of this Act become the Mortgage Debt of the *Sheffield* Company, with the like Priority and so as to be in the like Position in all respects (as far as the Nature and Circumstances of the Case admit) as if the Amount thereof had been borrowed by the *Sheffield* Company under the Borrowing Power conferred on them by this Act.

Power to
subscribe to
Liverpool
Company.

8. The *Sheffield* Company may (with the Authority of Three Fifths at least of the Voters of the Proprietors of that Company present personally or by proxy at a General Meeting of that Company (specially convened for this Purpose) subscribe towards and become Shareholders in the Undertaking of the *Liverpool* Company to any Extent not exceeding Two hundred and fifty thousand Pounds; provided that it shall not be lawful for the *Sheffield* Company to transfer or part with any of the Shares in the Company held by them.

Payment of
Subscription.

9. The *Sheffield* Company may contribute and apply in Payment of such Subscription as aforesaid any Money which they are by any Act prior to this Act authorized to raise, and which is not required by them for the Purposes of such prior Act, or any Money which they are by this Act authorized to raise for that Purpose.

Rights and
Liabilities
under Sub-
scription.

10. The *Sheffield* Company shall, in respect of the Sum subscribed as aforesaid and the corresponding Shares held by them in the Capital of the *Liverpool* Company, have all the Powers, Rights and Privileges, except in regard to voting at General Meetings, which shall be regulated by the special Provision herein-after contained, and be subject to all the Obligations and Liabilities of Proprietors of the *Liverpool* Company.

Appoint-
ment of
Directors
by the
Sheffield
Company
and Liver-
pool Com-
pany.

11. The *Sheffield* Company may appoint One Director of the *Liverpool* Company in respect of every Fifty thousand Pounds so subscribed by them, and every such Appointment shall be made in Writing under the Seal of the Company, and shall be deposited with the Secretary of the *Liverpool* Company, and may in like Manner be revoked and renewed; and every Director so appointed shall enter upon Office immediately on his Appointment, and shall remain in Office until his Appointment be revoked as aforesaid, or until he die

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die or resign: Provided always, that the Neglect of the Company to appoint Directors shall not invalidate the Acts of the Directors of the *Liverpool* Company.

12. The *Sheffield* Company, on becoming Shareholders in the Undertaking of the *Liverpool* Company, and so long as they continue such Shareholders, may from Time to Time, by Writing under their Common Seal, appoint a Person (whether being a Shareholder or Shareholders of the *Liverpool* Company or not) to vote on behalf of the *Sheffield* Company at Meetings of the *Liverpool* Company, and may from Time to Time, by Writing under their Common Seal, revoke any such Appointment, and by the same or any other such Writing appoint any other Person in that Behalf; and the Person so for the Time being appointed shall during the Continuance of his Appointment have the like Right of voting at any such Meeting as he would have if he held in his own Right the Shares in the Undertaking of the *Liverpool* Company held by the *Sheffield* Company (independently of any Right of voting in respect of Shares actually held by him in his own Right).

Power to
Sheffield
Company to
appoint Re-
presentatives
at Meetings
of Liverpool
Company.

13. Subject to the last foregoing Provision, the Directors of the *Sheffield* Company may, in the like Case and with the like Effect, from Time to Time, by Writing under the Hand of their Chairman for the Time being, make any such Appointment and Revocation as aforesaid.

Like Power
to Directors.

14. The *Sheffield* Company may, with Engines, Carriages, and Servants, and for the Purpose of their Traffic, run over, work, and use the Railways of the *Liverpool* Company and all Stations, Booking Offices, Watering Places, Sidings, Turn-tables, and other Conveniences connected with the same.

Running
Powers to
Sheffield
Company
over Liver-
pool Com-
pany's Lines.

15. In conformity with the Agreement in the Schedule to this Act, from and after the passing of this Act the *Sheffield* Company shall, between *Lancashire* and *Cheshire* on the one hand, and Stations in *Yorkshire* and on the *North-eastern* Railway (so far as the *Midland* Company is able) and beyond on the other hand, have the Power to run for Traffic of all Descriptions, with their Engines and Carriages of every Description, over the *Midland* Railway between *Barnsley* and *Skipton* in the West Riding of the County of *York*, and to use for such Purposes the Stations, including the Stations at *Leeds* and *Bradford*, Sidings, Water, Turn-tables, and other Conveniences within the Part aforesaid of the *Midland* Railway; and the *Midland* Railway Company shall, for Traffic of all Descriptions, have the Power to run, with their Engines and Carriages of every

Running
Powers to
Sheffield
Company
over other
Lines.

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Description,

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Description, over the Railways of the *Sheffield* Company between *Barnsley* and *Ardwick*, and also between *Ardwick* and *Manchester*, if and so soon as the *Sheffield* Company are able to grant such Power, and to use for such Purposes the Stations, including the Station at *Ardwick* and the *London Road* Station at *Manchester* (as far as the *Sheffield* Company can enable the *Midland* Company to use the said *London Road* Station), Sidings, Water, Turn-tables, and other Conveniences within the Part aforesaid of the *Manchester, Sheffield, and Lincolnshire* Railway; and each of the said Companies so using the Railways of the other Company shall observe the Byelaws, Rules, and Regulations of the Company owning the Line so used; and each of the said Companies so using the Stations of the other Company shall receive Accommodation for their Clerks and for their Carting Agents in such Stations respectively; and the Payments and Appointment of Charges to be made in respect of every such Use of such Railways and Stations shall be those prescribed by the said Agreement in the Schedule to this Act: Provided always, that the Powers of so using the *Midland* Railway on the one hand, and the *Manchester, Sheffield, and Lincolnshire* Railway on the other hand, shall not authorize either Company to convey what is known as Local Traffic, that is to say, Traffic from one Station to another Station on the *Midland* Railway, or Traffic from one Station to another Station on the *Manchester, Sheffield, and Lincolnshire* Railway.

Power to
Sheffield
Company to
run over
Part of the
Midland
Railway.

16. In further conformity with the Agreement in the Schedule to this Act, the *Sheffield* Company shall have the Power to run over the *Midland* Railway between *Barnsley* and the Junction between the *West Riding and Grimsby* Railway and the *Midland* Railway near *Oakenshaw*, for all Traffic of Coal, Coke, Culm, Charcoal, and Cinders, paying a Mileage Proportion of the Rates charged by them, less Twenty *per Cent.* for Working Expenses.

Joint Station
at Barnsley.

17. The *Sheffield* Company and the *Midland* Company shall from Time to Time, on the Request of either of those Companies to the other, enter into and carry into execution Arrangements for providing for those Companies Joint Station Accommodation at *Barnsley*.

The Joint
Use of Mar-
ple New
Mills and
Hayfield
Railway
Station and
Part of Line.

18. The Company and the *Midland* Railway Company may enter into Agreements with each other in respect to the Joint Ownership and Use of the *New Mills* Passenger Station, and the Approaches thereto, together with such Portion of the *Marple New Mills and Hayfield* Railway as lies between that Station and the Junction of such Line with the *Midland* Railway.

19. The

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19. The Terms and Conditions of the Arrangements to be made for providing Joint Station Accommodation at *Barnsley* as aforesaid shall be such as may be from Time to Time agreed on between the Two Companies concerned in each Case, and in case of Difference as may be determined by Arbitration in accordance with "The Railway Companies Arbitration Act, 1859."

Settlement
of Terms as
to Running
Powers of
Sheffield and
Midland
Companies.

20. The Agreement set forth in the Schedule to this Act is by this Act confirmed, and the same shall be as binding and effectual to all Intents as if the Provisions thereof were expressly set out and enacted in the Body of this Act.

Confirmation
of Scheduled
Agreement.

21. Whereas by the *Great Northern and Manchester, Sheffield, and Lincolnshire* Companies Railway Act, 1858, the Two Companies were duly authorized, during the Term of Fifty Years from the passing of the said Act, to enter into Agreements with each other for the Purposes therein mentioned: And whereas by an Agreement dated the First Day of *October* One thousand eight hundred and sixty, and made in pursuance of the said Act, the *Great Northern* Company were by the Third Section of the said Agreement, for the Considerations therein mentioned, duly authorized to have the Right and Privilege of Passage for their Carriages and Waggon of every Description over the Railways of the *Manchester, Sheffield, and Lincolnshire* Company, and that the same should be conveyed by the *Manchester, Sheffield, and Lincolnshire* Company as fully and freely as their own Carriages and Waggon, and by all suitable Trains in which their own Carriages and Waggon are conveyed, and should, as Part of the *Manchester, Sheffield, and Lincolnshire* Company's Trains, be accommodated at the Stations and Sidings of the *Manchester, Sheffield, and Lincolnshire* Company which they should have the Power to use with Traffic of all Kinds, together with such other Privileges, Conveniences, Facilities, and Advantages as in the several Clauses of the said Agreement are therein more particularly set forth and described: And whereas it has been mutually arranged and agreed between the said *Great Northern* and *Manchester, Sheffield, and Lincolnshire* Companies, that all and singular the said several Powers, Privileges, and Arrangements conferred upon the said *Great Northern* Company by the said Agreement of the First Day of *October* One thousand eight hundred and sixty in respect to the said *Manchester, Sheffield, and Lincolnshire* Line of Railway shall be extended to and conferred upon them in respect to the Line of Railway hereby intended to be incorporated in and to form Part of the said *Manchester, Sheffield, and Lincolnshire* System of Railways: Therefore all and singular the several Powers, Privileges, Provisions, and Arrangements conferred upon the said *Great Northern* Railway Company

Saving
Rights of
Great
Northern
Railway
Company,
under the
Agreement
of 1st Octo-
ber 1860.

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Company by the said Agreement or any of the Clauses therein contained, and all other the Powers, Privileges, Provisions, and Arrangements with respect to the Traffic of the said *Great Northern Railway Company* over the said *Manchester, Sheffield, and Lincolnshire Railway*, shall apply in all respects as fully and effectually to all Intents and Purposes to the Line of Railway hereby agreed to be transferred to and incorporated with and form Part of the said *Manchester, Sheffield, and Lincolnshire Railway Company*, and to the Conduct and Management of the Traffic thereon, as if the said Line of Railway hereby transferred to them had at the Date of the said Agreement formed a Part of the said *Manchester, Sheffield, and Lincolnshire Line of Railway*, and belonged to them, and formed a Part of their said System of Railways.

Power to
Sheffield
Company
to raise
additional
Capital.

22. The *Sheffield Company* may from Time to Time raise additional Capital as follows; that is to say,

For the Purpose of purchasing the Shares in the *Marple Company* and for the Completion of that Undertaking, any Sum not exceeding Ninety thousand Pounds:

For the Purpose of their Subscription to the *Liverpool Company*, any Sum not exceeding Two hundred and fifty thousand Pounds:

For the Purpose of the Acquisition of Lands under this Act, any Sum not exceeding Five thousand Pounds:

Over and above any Money which they are for the Time being authorized to raise independently of this Act.

Mode of
raising
Capital.

23. The additional Capital by this Act authorized to be raised by the *Sheffield Company* shall be raised by the Creation and Issue of new Shares or Stock, ordinary or preference, or partly ordinary and partly preference, at the Option of the Company.

Shares not
to issue until
One Fifth
be paid up.

24. It shall not be lawful for the Company to issue any Share, nor shall any 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 is paid up in respect thereof.

Power to
create De-
benture
Stock.

25. The *Sheffield Company* may create and issue Debenture Stock in lieu of the Mortgage Debt of the *Marple Company* by this Act transferred to them, or of any Mortgage Debt contracted by them under this Act.

Application
of Money
raised.

26. All and every Part of the Money which the *Sheffield Company* are by this Act authorized to raise by new Shares or Stock or on Mortgage shall be applied only as authorized by this Act.

27. Subject

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- 27.** Subject and according to the Provisions of this Act, and for Purposes connected with their Undertaking, the *Sheffield* Company may purchase, take, hold, and use the Lands described in the deposited Plans and Book of Reference, or any Part thereof. Power to take Lands.
- 28.** The Powers of the *Sheffield* Company for the compulsory Purchase or taking of Lands under this Act shall not be exercised after the Expiration of Three Years from the passing of this Act. Powers for compulsory Purchases limited.
- 29.** The *Sheffield* Company shall not out of any Money by any Act relating to them authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him in the Capital by this Act authorized to be created: Provided always, that they may pay to any such Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made as shall be in conformity with the Provisions of "The Companies Clauses Consolidation Act, 1845," in that Behalf. No Interest or Dividend to be paid on Calls paid up.
- 30.** The *Sheffield* Company shall not, out of any Money by any Act relating to them authorized to be raised for the Purposes of such Act or Acts, pay or deposit any Sum of Money which by any Standing Order of either House of Parliament for the Time being in force may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing them to construct any Railway or to execute any other Work or Undertaking. Deposit for future Bills not to be paid out of Companies Capital.
- 31.** Nothing in this Act shall exempt the Railways by the recited Acts authorized from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during the present or any future Session of Parliament, or any future Revision or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or of the Tolls for small Parcels, authorized by any Acts relating to the *Sheffield* Company. Railways not exempt from Provisions of present and future General Acts.
- 32.** The Costs, Charges, and Expenses preliminary to and of and incidental to the preparing, applying for, obtaining, and passing of this Act shall be paid by the Company. Expenses of Act.

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(Purchase, &c.) Act, 1865.*

The SCHEDULE referred to.

ARRANGEMENT between the MIDLAND, MANCHESTER, SHEFFIELD, AND
LINCOLNSHIRE and SOUTH YORKSHIRE AND BARNSELY COAL Railway
Companies.

Cudworth
and Barnsley
Bill.

1. In the event of the passing of the Midland, Cudworth, and Barnsley Branch Bill, the Midland and Manchester, Sheffield, and Lincolnshire, to exchange Running Powers, with the Use of Stations, Sidings, and other Conveniences, as between Barnsley and Ardwick (and Manchester, if and so soon as the Manchester, Sheffield, and Lincolnshire are able,) and intermediate Stations on the one hand, and Barnsley and Leeds, Bradford, and Skipton inclusive, and intermediate Stations, on the other hand, for Traffic of all Descriptions, between Stations in Yorkshire and on the North-eastern (so far as the Midland are able) or beyond and Lancashire and Cheshire. Local Traffic to be protected. Each Company to have their own Carting Agents and Clerks in Stations.

Terminals
and Rates.

2. In the like Event the Terms to be by Division by Mileage of the Rates, after Deduction of an agreed Terminal, less $33\frac{1}{2}$ per Cent. for Working Expenses and the Rates to be settled by mutual Agreement, or by Arbitration from Time to Time on the Principle that they shall in no Case exceed those of any competing Route for the Time being. The Allowance for Working Expenses to be revised every Three Years, if desired by either Company.

South
Yorkshire
Company
to use Mid-
land Line to
Barnsley.

3. In the like Event the South Yorkshire Company to have the Power to run over the Midland Line between Barnsley and also between any other Junction which the South Yorkshire may now have or obtain Power to make with the Midland Line on the one hand and the authorized Junction with the West Riding and Grimsby Company's Line on the other, for Coal Traffic, paying a Mileage Proportion of the Rates charged by them, less 20 per Cent. for Working Expenses.

Accommo-
dation at
Barnsley.

3A. In the like Event Joint Station Accommodation to be provided at Barnsley.

Junction at
Swinton.

4. In the like Event the Junction at Swinton to be forthwith completed by the South Yorkshire Company, with all needful Facilities for its Use.

Clauses in
Midland
Company's
Bill.

5. In the like Event Clauses to be inserted in the Midland Company's Additional Powers Bill to carry out these Arrangements.

Midland not
to oppose
Barnsley
Coal Bill.

6. The Midland Company not to oppose the Barnsley Coal Bill so far as respects their Eastern Extension to Royston and Junction with the Midland Company; and this Agreement shall not be considered as a Bar to the Sheffield and South Yorkshire Companies applying in any future Session of Parliament for Powers to connect the Barnsley Coal Railway with the West Riding and Grimsby Railway, or with the Midland Railway. The Midland Company not to oppose such Application.

Coal con-
signed to
Places South
of Swinton.

7. Coals arising upon the South Yorkshire Railways, and consigned to or destined for Places South of Swinton, shall not be taken by the Midland Company by their Cudworth and Barnsley Branch, but such Coal shall be taken by the Midland Company at Swinton, the South Yorkshire charging upon

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upon Coal consigned to London always Three Seventeenths, and to all other Places One Sixth less than the Doncaster Rate for the Time being, unless the Doncaster Rate be reduced below One Shilling and Twopence, then the Rate to Swinton shall be One Shilling per Ton, or such Rate as shall be from Time to Time agreed upon or settled by Arbitration, if needful.

8. The Midland Company not to oppose the South Yorkshire Transfer Bill, and if in that Bill any Powers shall be given to the Great Northern Company, or the Bill be varied in their Favour, the same Terms shall be extended to the Midland Company by similar Clauses to those given to the Great Northern Company.

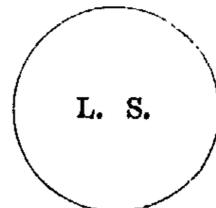
9. The Summer Lane or Southern Branch, and the Extension between the Midland Railway and Santingley of the Barnsley Coal Bill, to be withdrawn, and the Midland, Barnsley, and Cudworth Branch not to be further opposed by the Manchester, Sheffield, and Lincolnshire and South Yorkshire and Barnsley Coal Company.

10. Clauses to be settled by Mr. Bullar or Mr. J. H. Lloyd, in case of Need, and Matters which cannot be conveniently included in such Clauses to form the Subject of an Agreement between the Companies, to be settled in the same Manner.

Midland Company not to oppose South Yorkshire Transfer Bill.
Summer Lane or Southern Branch, &c. to be withdrawn.
Cudworth Bill not to be opposed.
Settlement of Clauses by Mr. Bullar or Mr. Lloyd.

1863, August 5th.

The above Arrangements and Provisions are adopted and confirmed by the respective Companies, and so far as practicable are to be embodied in an Agreement, to be settled as provided in Article 10, and sealed by the several Companies.



The Common Seal of the Manchester, Sheffield, and Lincolnshire Railway Company was hereunto affixed, this Twenty-eighth Day of August 1863, in the Presence of

EDWARD ROSS,
Secretary of and to the said Company.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1865.

