



**CHAPTER ccxxii.**

An Act for making a Railway between Manchester in the county of Lancaster and Alderley in the county of Chester, with Branches therefrom ; and for other purposes. A.D. 1873.

[5th August 1873.]

**W**HEREAS the making and maintaining of the railways hereinafter described would be of public and local advantage :

And whereas the several persons herein-after named, together with other persons, are willing, at their own expense, to carry such undertaking into execution, and it is expedient that they be authorised so to do :

And whereas it is expedient that the Company intended to be hereby incorporated and the Cheshire Lines Committee (hereinafter called the Committee) and the Macclesfield, Knutsford, and Warrington Railway Company (hereinafter called the Macclesfield Company) should be respectively empowered, if they shall respectively think fit, to enter into such agreements as are hereinafter mentioned with reference to the railways and works by this Act authorised :

And whereas plans and sections showing the lines and levels of the railways authorised by this Act, and also books of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act, were duly deposited with the respective clerks of the peace for the counties of Lancaster and Chester, and are hereinafter respectively referred to as the deposited plans, sections, and books of reference :

And whereas the purposes of this Act cannot be effected without the authority of Parliament :

May it therefore please Your Majesty that it may be enacted ; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal,

[Ch. ccxxii.] *The Manchester South District* [36 & 37 VICT.]  
*Railway Act, 1873.*

A.D. 1873. and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

Short title. 1. This Act may be cited as the Manchester South District Railway Act, 1873.

Provisions of Acts here-in named incorporated. 2. The Lands Clauses Consolidation Acts, 1845, 1860, 1869, the Companies Clauses Consolidation Act, 1845, the Railways Clauses Consolidation Act, 1845, Parts I. and III. of the Companies Clauses Act, 1863, relating respectively to cancellation and surrender of shares and to debenture stock, and Parts I. and III. of the Railways Clauses Act, 1863, relating respectively to construction of a railway and to working agreements, are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation of terms. 3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated therewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction ; the expression "the Company" means the Company incorporated by this Act ; the expressions "the railway" and "the undertaking" mean respectively the railways and the undertaking by this Act authorised ; and the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt, and not a debt or demand created by statute.

Company incorporated. 4. John William Maclure, John Nelson, and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking, and their executors, administrators, successors, and assigns respectively, shall be and are hereby united into a Company for the purpose of making and maintaining the railway, and for other the purposes of this Act, and for those purposes shall be and are hereby incorporated by the name of The Manchester South District Railway Company, and by that name shall be a body corporate, with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

Power to make railways according to deposited plans. 5. 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 herein-after described, with all proper stations, sidings, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the

lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose. The railways herein-before referred to and authorised by this Act are—

A.D. 1873.

(1.) A railway (No. 1) five miles, two furlongs, nine chains, and seventy links, or thereabouts, in length, commencing in the township of Stretford in the parish of Manchester and county of Lancaster by a junction with the authorised Liverpool Extension Railway of the Committee, and terminating in the township of Didsbury and parish of Manchester in the county of Lancaster in a field belonging or reputed to belong to and in the occupation of Sir Edward William Watkin :

(2.) A railway (No. 2) six miles, three furlongs, or thereabouts, in length, commencing in the township of Didsbury aforesaid by a junction with railway No. 1, and terminating in the township of Chorley in the parish of Wilmslow and county of Chester in a field belonging or reputed to belong to William Brownlow and others, and occupied by Peter Ford, being that portion of railway No. 2 shown on the deposited plans of that railway, which is situate between the commencement thereof and the point marked six miles and three furlongs thereon :

(3.) A railway (No. 3) nineteen chains and sixty links, or thereabouts, in length, commencing in the township of Didsbury aforesaid by a junction with railway No. 1, and terminating in the township of Etchells in the parish of Stockport in the county of Chester by a junction with the Stockport, Timperley, and Altrincham Junction Railway :

(4.) A railway (No. 4) one furlong, six chains, and twenty-five links, or thereabouts, in length, commencing in the township of Chorley and parish of Wilmslow aforesaid by a junction with railway No. 2, and terminating in the township of Fulshaw and parish of Wilmslow by a junction with the authorised Macclesfield, Knutsford, and Warrington Railway No. 1 in a field belonging or reputed to belong to James Arundale and occupied by William Bloor, and commonly called the Bottom Field.

6. The capital of the Company shall be three hundred and fifty thousand pounds, in thirty-five thousand shares of ten pounds each.

Capital.

7. The 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 of the amount of such share is paid in respect thereof.

Shares not to issue until one fifth paid up.

A.D. 1873.

Calls.

8. One fifth of the amount of a share shall be the greatest amount of a call, and two months at least shall be the interval between successive calls, and four fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt clause in case of persons not sui juris.

9. If any money is payable to a shareholder being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to divide shares.

10. Subject to the provisions of this Act, the Company, with the authority of three fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose, may from time to time divide any share in their capital into half shares, of which one shall be called "preferred half share," and the other shall be called "deferred half share;" but the Company shall not so divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up, and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole amount payable thereon), and the residue to the credit of the preferred half share.

Dividends on half shares.

11. The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half shares in manner following; (that is to say,) first, in payment of dividend, after such rate, not exceeding six per centum per annum, as shall be determined once for all at a general meeting of the Company specially convened for the purpose, on the amount for the time being paid up on the preferred half share, and the remainder (if any) in payment of dividend on the deferred half share; and the Company shall not pay any greater amount of dividend on the two half shares than would have from time to time been payable on the entire share if the same had not been divided.

Dividends on preferred shares to be paid out of the profits of the year only.

12. Each preferred half share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid, in priority to the deferred half share bearing the same number; but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of the dividend on any preferred half share for that year, no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the Company.

**13.** Forthwith after the creation of any half shares the same shall be registered by the directors, and each half share shall bear the same number as the number of the entire share certificate in respect of which it was issued, and the directors shall issue certificates of the half shares accordingly, and shall cause an entry to be made in the register of the entire shares of the conversion thereof, but the directors shall not be bound to issue a certificate of any half share until the certificate of the existing entire share be delivered to them to be cancelled, unless it be shown to their satisfaction that such certificate is destroyed or lost, and on any certificate being so delivered up the directors shall cancel it.

A.D. 1873.

Half shares to be registered and certificates issued.

**14.** The terms and conditions on which any preferred half share or deferred half share created under this Act is issued shall be stated on the certificate of each such half share.

Terms of issue to be stated on certificates.

**15.** The provisions of the Companies Clauses Consolidation Act, 1845, (with respect to the forfeiture of shares for nonpayment of calls) shall apply to all preferred half shares to be created under the authority of this Act, and every such preferred half share shall for that purpose be considered an entire share, distinct from the corresponding deferred half share, and until any forfeited preferred half share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof and of the arrears of calls for the time being due thereon, with interest.

Forfeiture of preferred shares.

**16.** No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Preferred shares not to be cancelled, &c.

**17.** The several half shares under this Act shall be half shares in the capital of the Company, and every two half shares, whether preferred or deferred, or one of each, held by the same person, shall confer such right of voting at meetings of the Company, and (subject to the provisions herein-before contained) shall confer and have all such other rights, qualifications, privileges, liabilities, and incidents as attach and are incident to an entire share.

Half shares to be half shares in capital.

**18.** The Company may from time to time borrow on mortgage any sum not exceeding in the whole one hundred and eighteen thousand pounds, but no part thereof shall be borrowed until the whole capital of three hundred and fifty thousand pounds is issued and accepted and one half thereof is paid up, and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act, 1845, before he so certifies, that the whole of such capital has been issued and

Power to borrow on mortgage.

A.D. 1873. — 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 capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide and is held by the persons or corporations to whom the same was issued, or their executors, administrators, successors, or assigns, and that such persons or corporations, 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 shall be sufficient evidence thereof.

Arrears may be enforced by appointment of a receiver.

**19.** The mortgagees of the Company may enforce payment of arrears of interest or principal, or 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 not be less than ten thousand pounds in the whole.

Debenture stock.

**20.** 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 created and issued by the Company shall rank pari passu with the interest of all mortgages at any time granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

**21.** All moneys raised under this Act, whether by shares, debenture stock, or borrowing, shall be applied for the purposes of this Act only.

First ordinary meeting.

**22.** The first ordinary meeting of the Company shall be held within six months after the passing of this Act.

Number of directors.

**23.** The number of directors shall be five, but the Company may from time to time reduce the number, provided it be not less than three.

Qualification of directors.

**24.** The qualification of a director shall be the possession in his own right of not less than fifty shares.

Quorum.

**25.** The quorum of a meeting of directors shall be three, but if the number of directors shall be reduced to three the quorum shall be two.

First directors.

**26.** The Honourable Wilbraham Egerton, George Fox, William Romaine Callender, John William Maclure, and Bernard Salo-

[36 & 37 VICT.] *The Manchester South District* [Ch. ccxxii.]  
*Railway Act, 1873.*

monson shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act. At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act, or any of them, or may elect a new body of directors, or directors to supply the place of those not continued in office, the directors appointed by this Act being, if qualified, eligible for re-election; and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained for reducing the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act, 1845; and the several persons elected at any such meeting, being neither removed nor disqualified nor having resigned, shall continue to be directors until others are elected in their stead, in manner provided by the same Act.

A.D. 1873.

Election of directors.

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

Lands for extraordinary purposes.

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

Powers for compulsory purchases limited.

**29.** In the construction of the railway through the estate of the Earl of Stamford and Warrington, the Company shall construct a bridge not less than twenty-four feet wide within the parapets over the railway in a line with the occupation road No. 140 on the deposited plans in the township of Pownall, fee and parish of Wilmslow, with the necessary approaches thereto, at an inclination if possible of not less than one in thirty, but in any event not less than one in twenty-five, provided such approach does not go beyond the limits of deviation as shown on the said deposited plans. The Company shall also provide a level crossing to the satisfaction of the agent or surveyor for the time being of the said Earl at or near the field No. 134 on the said deposited plans in the same parish and township.

For protection of estate of the Earl of Stamford and Warrington.

**30.** The Company shall not, without the consent in writing of Charles Blackburn, or other the owner or owners for the time being of the mansion house, garden, and pleasure grounds of Parkfield near Didsbury in the said county of Lancaster, make or construct upon that portion of their undertaking which intersects the estate known as "The Parkfield Estate," or upon any part of the land

As to the construction of the railway through the Parkfield estate.

A.D. 1873. — belonging to that estate which may be taken by the Company, any station, depôt, loading or unloading place, lime or brick kiln, steam engine, or other building or erection whatsoever, and the Company shall not (without such consent as aforesaid), either during the construction of the railway and works hereby authorised or at any time thereafter, make or permit any spoil, bank, heap, or accumulation of earth, débris, or refuse on the said Parkfield estate or any part thereof otherwise than on such portion thereof as may be contracted to be purchased by the Company whilst the works of the Company are in course of construction only, and no longer, but shall cause the same to be at once and without delay removed and carried away beyond the limits of the Parkfield estate.

As to the erection of bridges on the Parkfield estate.

**31.** The Company shall within eighteen calendar months after they shall first take possession of any portion of the said Parkfield estate erect and complete, and for ever afterwards maintain and support in good order and condition, two ornamental bridges across that portion of the railway hereby authorised which intersects the said estate, each such bridge to be made at such place as the said Charles Blackburn, his heirs or assigns, or his or their civil engineer or surveyor, shall require, and to be of the width of twelve yards at the least between the parapets on either side thereof, and to be made of such materials and of such form and mode of construction (regard being always had to their intended ornamental character) as shall be jointly agreed upon by an engineer to be named for that purpose by the said Charles Blackburn, his heirs or assigns, and by the Company's engineer, or in case they differ, then by a neutral engineer to be chosen by the engineer of the said Charles Blackburn, his heirs or assigns, and the engineer of the said Company; and the Company shall, within the like period, and at the like cost as aforesaid, form and complete proper approaches to the said bridges, extending at either side thereof for a distance of twenty yards at least from the line of boundary there between the Company's property and the adjoining land of the Parkfield estate, and also properly constructed roads (of the aforesaid width of twelve yards at the least, and to be metalled with macadamized stone) over or upon the entire length of the said bridges and approaches, and such bridges and approaches shall be constructed at such points as the said Charles Blackburn, his heirs or assigns, or his or their engineer or surveyor, shall select and determine; and until the same shall be completed the Company shall upon taking such possession as aforesaid, or so soon thereafter as they shall be required so to do by the said Charles Blackburn, his heirs or assigns, at their own expense construct and provide for his and their use such reasonable temporary



[36 & 37 VICT.] *The Manchester South District* [Ch. ccxxii.]  
*Railway Act, 1873.*

means of communication between the intersected portions of the said estate as the engineer or surveyor of the said Charles Blackburn, his heirs or assigns, shall require, and all such bridges, approaches, roads, and appurtenances shall be for the sole and exclusive use and enjoyment of the said Charles Blackburn, and the owner or owners for the time being of the Parkfield estate, his or their tenants, servants, or agents, and all other persons with his or their respective permission, and of no other person or persons (except only the Company requiring to enter thereon for the purpose of making such reparation or amendment as aforesaid).

A.D. 1873.

**32.** The Company shall at their own cost, and immediately after taking possession of any land belonging to the Parkfield estate, fence off (on both sides) the land so taken, and the railway and works to be erected thereon, from the adjoining land of the said estate, such fences to be made in iron, and constructed and maintained to the reasonable satisfaction in all respects of the engineer of the said Charles Blackburn, his heirs and assigns.

As to  
fencing off  
the railway  
from the  
Parkfield  
estate.

**33.** Whereas the railway No. 1 by this Act authorised will intersect the estate of Thomas Ashton, comprising his mansion house, wherein he resides, and his ornamental grounds adjoining thereto, called Ford Bank, situate in Didsbury in the parish of Manchester in the county of Lancaster, therefore the following provisions shall apply to and be obligatory with regard to the said railway No. 1; (namely,)

For protec-  
tion of the  
estate and  
residence  
of Thomas  
Ashton.

First. Railway No. 1 shall be so constructed that the centre line thereof at the point where it shall cross the north-easterly boundary of the said Thomas Ashton's estate (namely, at his field and plantation numbered 207 in the parish of Manchester in the deposited plan and book of reference of the said railway) shall be distant not less than six hundred and twenty-five feet measured in a straight line (drawn in an easterly direction) from the most north-easterly corner of his said mansion house at Ford Bank, and that such centre line shall at the point where it shall cross the southerly boundary of his said estate (namely, at his field and plantation numbered 210 in the said parish of Manchester in the said deposited plan and book of reference) be distant not less than eight hundred and fifty feet measured in a straight line from the same corner of the same house, and not less distant than one hundred and sixty-five feet to the north-east of the point at which the fence dividing his said field and plantation numbered 210 from his adjoining field and plantation numbered 213 joins such southerly boundary (such last-mentioned distance to be mea-

Specifying  
line through  
the estate.

A.D. 1873.

sured along the said southerly boundary of his said estate), and such centre line shall not, in its course through his said estate, approach in any part nearer to his said mansion house than a straight line drawn from the said authorised point of crossing of the said north-easterly boundary to the said authorised point of crossing of the said southerly boundary of the said estate.

By tunnel.

Second. Railway No. 1 shall for the whole of its length within the said Thomas Ashton's estate be constructed and always maintained by means of a tunnel below the surface of the land, and for the purpose of constructing the said tunnel the said land may be open cut, and the railway shall then be arched over so as to form such tunnel, and the arching shall be of sufficient strength to support at all times the superincumbent earth to be placed upon it, and the passage of carts, waggons, and other loaded vehicles over it.

And other specified terms.

Third. The whole surface of the ground (after such cutting open as aforesaid) shall be restored as nearly as possible to its present state and present level, and at all events shall be so nearly restored in point of level as not to be raised more than eight inches above the present level thereof, and in case of any such raising of level taking place the adjoining land shall be sloped down in each direction from the land so raised in level, according to such rate of inclination and in such manner and with such material as the said Thomas Ashton shall think fit, and all such lands and all fences which may have been disturbed shall be made good within nine months from the time the Company shall first enter upon the estate, and every part of the arching or tunnel aforesaid shall have a covering of earth when the surface is so restored of not less than two feet.

Width through the estate.

Fourth. The Company shall not occupy for the purpose of their permanent works a greater width in any part than thirty-eight feet, nor for the purpose of their temporary works during the construction of the railway a greater width in any part than forty-five feet, and one half of such widths respectively shall be on each side of the centre line of railway as authorised by this present clause.

Fencing.

Fifth. Previously to the commencing of any other works on the said Thomas Ashton's estate the Company shall fence off the land they propose to occupy as aforesaid from the adjoining land, and the fence on the westerly side thereof shall consist of close boarding not less than six feet high, and all the fencing shall be removed on the completion of the works.

Sixth. The carriage drive shall always be left open for the said Thomas Ashton's use, and before the Company shall interfere with such drive for the purpose of constructing the railway across the same they shall make a good and sufficient temporary drive in lieu thereof, in a direction to be approved by the said Thomas Ashton, and they shall during the construction of the railway maintain so much of the said drive as forms the temporary substitute in good repair, and they shall on or before the completion of the works restore the carriage drive to its present site.

A.D. 1873.  
Carriage  
drive.

Seventh. The Company shall not enter upon any other land of the said Thomas Ashton than that prescribed by this present clause, either for the purpose of carting materials or for any other purpose, without his written consent.

Company  
not to enter  
other parts  
of the estate.

Eighth. The Company shall not purchase or take from the said Thomas Ashton for the purposes of their railway any land forming part of his estate, but they shall purchase and take from him, and he shall grant to them, an easement or right of constructing and maintaining their railway through his said estate in manner by this present clause prescribed, together with the easement or right of entering on his land thereafter, whenever necessary and as occasion may arise, for the purposes of repairing and maintaining the railway and works thereof. The said Thomas Ashton, his heirs or assigns, shall not be at liberty to erect buildings upon or over the said tunnel and railway, but he and they shall be at liberty to use the surface above the said tunnel and railway for agricultural or garden purposes, or for plantations and roads, and all other purposes whatever.

To purchase  
easement  
only.

Ninth. The Company shall pay to the said Thomas Ashton for the easement or right of constructing and maintaining their railway through his said estate in manner prescribed by this clause such a sum of money as has been or may be agreed upon between them, and such sum shall include compensation for damage by reason of severance and of the operations requisite for the original construction of the said railway in such manner, but the said Company shall, beyond such compensation as aforesaid, from time to time make compensation to the said Thomas Ashton, his heirs and assigns, for all damage to be occasioned to him or them by or by reason of the future maintenance and repair by the said Company of the said railway or works thereof within his said estate, or by or by reason of the failure of any such works or the

Compensation.

A.D. 1873.

nonfulfilment by the said Company of the provisions of this present clause in any respect, and the amount of such compensation, if not otherwise arranged between the parties, shall from time to time be settled by arbitration under and in accordance with the provisions of the Lands Clauses Consolidation Act, 1845.

As to construction of railway through the estate of Mrs. Hobbs.

**34.** Whereas the railway No. 1 by this Act authorised will intersect the estate of Elizabeth Hobbs, comprising her mansion house, wherein she resides, and her ornamental grounds adjoining thereto, called Broom Croft, situate at Didsbury in the parish of Manchester in the county of Lancaster, therefore the following provisions shall apply to and be obligatory with regard to the said railway No. 1; viz.,

First. Railway No. 1 shall be so constructed that the centre line thereof at the point where it shall cross the southerly boundary of the estate of the said Thomas Ashton shall be at the point named in the first section of clause 33 of this Act, and one hundred and sixty-five feet to the north-east of the point at which the fence dividing the said field and plantation numbered 210 from the said adjoining field and plantation numbered 213 joins such southerly boundary, such distance to be measured along the said southerly boundary of his said estate, along the northerly side of the road dividing the estate of the said Thomas Ashton from the estate of the said Elizabeth Hobbs.

Second. The Company shall not purchase for the purpose of their permanent works a greater width in any part of the low land than fifty-two feet on the easterly side of the centre line of railway as defined by this and the first section of clause 33 of this Act.

Third. Previously to the commencing of any works on the said Elizabeth Hobbs' estate the Company shall fence off the land they propose to occupy as aforesaid from the adjoining land, and with regard to the fence on the easterly side thereof, where the line passes through the plantation of the said Elizabeth Hobbs, the same shall consist of close boarding not less than six feet high, and such fencing shall be removed on the completion of the work.

Fourth. The Company shall not enter upon any land of the said Elizabeth Hobbs other than that required for the construction of the railway, either for the purpose of carting materials or for any other purpose whatever, without the written consent of herself or her agents.

[36 & 37 VICT.] *The Manchester South District* [Ch. ccxxii.]  
*Railway Act, 1873.*

Fifth. The Company shall not for the extraordinary purposes mentioned in the Railway Clauses Consolidation Acts, and for which power to take six acres is conferred by the twenty-seventh section of this present Act, take for spoil land any portion of the fields and plantations numbered respectively 214, 215, 216, 217, and 218 in the deposited plans and book of reference.

A.D. 1873.

**35.** The Company shall not without the express consent in writing of John Radcliffe take or interfere with his paddock, garden, and footway numbered 120 on the deposited plan in the parish of Manchester.

Company not to interfere with property of J. Radcliffe without consent.

**36.** Whereas the railway No. 1 by this Act authorised will pass beneath the Manchester South Junction and Altrincham Railway by means of a permanent bridge in the nature of a tunnel to be constructed at slight depth below the level of the rails of the last-mentioned railway, therefore the following provisions shall apply to and be obligatory with regard to the said railway No. 1.:

For protection of the Manchester South Junction and Altrincham Railway.

First. The railway No. 1 shall, if possible, pass beneath the said Manchester South Junction and Altrincham Railway at the place indicated by the centre line of the said railway No. 1 in the said deposited plan, but if the engineer of the Company shall for any reason hereafter in the construction of the said railway think it advisable to deviate from the place so indicated, he shall be at liberty to do so, provided such deviation shall not exceed the distance of sixty yards to the north-east or forty yards to the south-west of the said centre line as shown on the said deposited plan at and near the place so indicated.

The place of crossing.

Second. The said permanent bridge shall be constructed of main girders and cross girders of wrought iron, supported from below by brick walls or abutments and covered overhead by a substantial wood or other flooring, as the means of carrying the said Manchester South Junction and Altrincham Railway over the said railway No. 1, and the said girders and bridge shall be of extra dimensions and strength, and calculated to carry four lines of rails, namely, the present "up" and "down" lines and two additional lines hereafter to be constructed in the way of widening the said Manchester South Junction and Altrincham Railway, and the said main girders shall be so placed and supported as to be wholly within the present "six foot" space and the intended further "six foot" spaces

By permanent girder bridge.

A.D. 1873.

(being one main girder in each six foot space) of the same railway, and so as not to project more than eighteen inches in any part above the level of the rails of the same railway, and so as in no way to obstruct or endanger the use of the same railway, and the said bridge shall be for ever afterwards maintained of the description and in manner aforesaid.

Temporary works.

Third. For the purpose of carrying on the traffic of the said Manchester South Junction and Altrincham Railway during the construction of the said permanent bridge, all such temporary bridges and temporary lines of railway and accommodations and all such diversions and alterations of and in and additions to the present lines of railway and accommodations of the said Manchester South Junction and Altrincham Railway Company shall be made and provided by and at the expense of the Company as the engineer of the said Manchester South Junction and Altrincham Railway Company may from time to time think necessary and proper, and immediately after the completion of the said permanent bridge all the lines of railway and works of the said Manchester South Junction and Altrincham Railway which may have been disturbed in or for the purposes of such construction shall be restored and made good by and at the expense of the Company.

Approval of metal and works.

Fourth. The metal to be used for the making of the iron girders aforesaid shall be to the satisfaction in all cases of the engineer of the Manchester South Junction and Altrincham Railway, and samples of such metal shall be submitted to him for the purpose of testing before being used. All the structural and other works aforesaid, as well permanent as temporary, shall in like manner be to his satisfaction, and shall not be commenced before receiving his approval, and previously to any such works being commenced complete working drawings, plans, and sections thereof, and all necessary information, relative thereto, shall in all cases be submitted for his information, as well as a general scheme of the whole as proposed to be carried into execution.

In case of temporary interference with traffic.

Fifth. In case it should be found necessary in constructing or maintaining the said works or any of them to interfere with the working of the traffic of the said Manchester South Junction and Altrincham Railway by passing it temporarily by or over a single line or otherwise, such interference shall only be allowed after reasonable notice given and proper arrangements made for the working of such traffic, and such arrangements shall in all cases be to the satisfaction of the engineer of the

said Manchester South Junction and Altrincham Railway Company, and at the expense in all things of the Company. A.D. 1873.

Sixth. Except and subject as last herein-before provided, it shall not be lawful for the Company, or their contractors, agents, servants, or workmen, in constructing or maintaining the works by this Act authorised, to obstruct or impede the traffic of the said Manchester South Junction and Altrincham Railway, or to prevent or impede the convenient passage of engines, carriages, or waggons to, from, or along the same, and if such traffic or such passage of engines, carriages, and waggons be obstructed or impeded the Company shall forfeit and pay to the said Manchester South Junction and Altrincham Railway Company the sum of thirty pounds an hour by way of ascertained damages for every hour during which such obstruction or impediment shall continue. Against obstructing railway and traffic.

Seventh. The Company shall be responsible for and make good to the said Manchester South Junction and Altrincham Railway Company all costs, losses, damages, and expenses to be sustained by them by reason of any of the matters herein-before provided for, or by reason of any damage to be occasioned to their railway or works or property, or the traffic on their railway, or otherwise by reason of the execution or any defect or default in execution (whether by the Company or their contractors, agents, workmen, or servants) of the powers of this Act, and shall indemnify the said Manchester South Junction and Altrincham Railway Company from all claims and demands upon or against them by reason of any such execution or defect or default therein or arising therefrom. Compensation for injury by works.

Eighth. The Company shall pay to the Manchester South Junction and Altrincham Railway Company on demand, and in advance if required, the expense of the employment by them of such inspectors, workmen, watchmen, and signalmen as may be considered necessary for executing any portion of the works or watching the construction of the works by this Act authorised, so far as the same affect the said Manchester South Junction and Altrincham Railway, and preventing, as far as may be, interference, obstruction, danger, and accident to arise from the operations of the Company, or from acts or defaults of their contractors, agents, workmen, or servants, or otherwise. Watchmen, &c.

Ninth. With respect to any lands or works of the said Manchester South Junction and Altrincham Railway Company which the Company are by this Act authorised to use, enter upon, or interfere with, the Company shall not purchase or take Easement in land only.

[Ch. ccxxii.] *The Manchester South District* [36 & 37 VICT.]  
*Railway Act, 1873.*

A.D. 1873.

the same, but the Company may purchase and take, and the said Manchester South Junction and Altrincham Railway Company shall sell and grant, an easement or right of using the same for the purposes for which but for this enactment the Company might purchase or take the same.

Reservation  
of rights.

Tenth. Except as expressly provided in this Act, nothing herein contained or authorised shall take away, diminish, alter, or prejudice any of the rights, interests, powers, privileges, or authorities of the said Manchester South Junction and Altrincham Railway Company.

For protec-  
tion of the  
corporation  
of Manches-  
ter.

**37.** For the protection of the corporation of Manchester (hereinafter called the corporation) in their supply of water and gas, the following provisions shall have effect; (that is to say,)

Railway  
to be con-  
structed so  
as not to  
interfere  
with mains  
and pipes of  
corporation.

(1.) The construction of the railway in, through, under, or over any road, street, or place containing water or gas mains and pipes of the corporation, or used in connexion with their supply, shall not be commenced until the said mains and pipes shall have been effectually supported in their present positions, and the works of the Company shall in all respects be so carried on, completed, and maintained by the Company as to secure the perfect and permanent stability and safety of the said mains and pipes in their present positions and at their present levels, excepting only at such places at which it may be necessary to permanently divert or alter the position or levels of such water and gas mains and pipes, and so as not either during the progress of the works or any time thereafter to prevent or interfere with the free and uninterrupted flow and passage of water and gas through the same respectively, or with the renewal and repair thereof by the corporation.

Depths to be  
left above  
railway  
works.

(2.) Where the railway and works connected therewith pass under or through any road or street, whether public or private, within the limits of supply by the corporation of water or gas, there shall be left or provided a minimum depth between the surface of such road and the upper side of any works constructed by the Company, available for the present and future mains and pipes of the corporation, of not less than two feet six inches between the main girders and the surface of the footways, and two feet two inches between the main girders under the carriage-way of such bridge: Provided always, that where the railway passes under the turnpike road leading from Stretford to Manchester there shall be a minimum depth of



seven feet left between the surface of such road and the upper side of any works constructed by the Company. A.D. 1873.

- (3.) The Company shall be responsible for any accident or damage which may either during the progress of the works of the Company or at any time hereafter be caused by the bursting, breakage, or leakage of any main or pipe of the corporation over, under, or adjacent to the said railway, providing such accident or damage be caused by the works of the Company. Compensation for injuries caused by works.
- (4.) In the construction of the works authorised by this Act the Company shall at their own cost construct, maintain, and provide all such appliances, works, and arrangements as the city surveyor for the time being shall deem necessary and requisite for preventing or diminishing the risk of injury to the Company's line and works, and persons and property thereon, which might arise from any bursting, leakage, or escape of water or gas from any main or pipe now or hereafter belonging to the corporation: Provided always, that the Company shall not be required to construct or provide any such appliances, works, or arrangements beyond the limits of land taken by the Company, or under or over which rights may be acquired by the Company by virtue of the powers conferred by this Act. Company to provide appliances to prevent risk of injury to Company's property.
- (5.) In case the engineer of the Company shall be dissatisfied with any requirement of the city surveyor, or any question shall arise between the Company and the corporation in reference to the bursting, leakage, or escapes of water or gas from any main or pipe of the corporation occasioned by the works of the Company, or by any act of theirs in connexion with the railway and works, such difference shall be settled by an engineer jointly to be appointed by such surveyor and engineer, or, in case of difference between them, by an engineer to be appointed by the Board of Trade, whose decision shall be final and conclusive on the parties. Arbitration clause.
- (6.) Whenever in execution of the powers in this Act contained it shall be necessary to alter, or interfere with, or disturb any of the gas, water, or other mains or pipes or apparatus belonging to the corporation, such alteration in the position or otherwise of any gas, water, or other main, pipe, or apparatus, together with any additional works necessary for the effectual continuance of the supply of gas or water, shall be carried out by and under the direc-

[Ch. ccxxii.] *The Manchester South District* [36 & 37 VICT.]  
*Railway Act, 1873.*

A.D. 1873.

tion of the corporation, but at the expense in all respects of the Company. And if it shall be found necessary to fix any syphon in connexion with any gas mains or pipes, the Company shall from time to time, on demand, pay the costs incurred by the corporation in providing the same, and in the working, repairing, and maintaining of such syphon.

As to works crossing line of London and North-western Railway Company.

**38.** The Company shall carry the railway No. 2 over the Stockport and Cheadle line of the London and North-western Railway Company at the proposed crossing thereof according to plans and specifications to be reasonably approved by and to be executed under the superintendence and to the satisfaction of the principal engineer of that company, and in all things at the expense of the Company; and such railway No. 2 and its works shall be so carried over and executed by and in such means and manner only as not to interfere with the free, uninterrupted, and safe user of the said railway of that company or the working of the traffic thereon; and such railway No. 2 shall be so carried over the said railway of that company by means of a girder bridge with one clear span of not less than forty-eight feet measured on the square, and with a clear headway of not less than fourteen feet six inches for the entire width of such bridge, and so as to make provision for the widening on the south-west side of such last-mentioned railway at the crossing thereof for not exceeding two additional lines of rails.

Maintenance of such works.

**39.** The Company shall at all times maintain the last-mentioned bridge and other works in substantial repair and good order to the reasonable satisfaction in all respects of the principal engineer of the London and North-western Railway Company, and if and whenever the Company fail so to do, that company may make or do in and upon as well as 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 such engineer to be the reasonable amount of the expenditure of that company shall be repaid to that company by the Company, and in default of payment may be recovered by them from the Company with full costs in any court of competent jurisdiction.

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

**40.** The Company shall not in any case, without the previous consent in writing of the London and North-western Railway Company under their common seal, 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,

[36 & 37 VICT.] *The Manchester South District* [Ch. ccxxii.]  
*Railway Act, 1873.*

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 bridge and other works for carrying the railway No. 2 over the railway of that company as by this Act authorised.

A.D. 1873.

41. With respect to any such last-mentioned railway, 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 London and North-western Railway 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.

To acquire easement only in such lands.

42. If any difference shall arise between the respective engineers of the Company and of the London and North-western Railway Company as to the reasonableness of any 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 for the time being of the Institution of Civil Engineers on the application of either of such companies.

Arbitration.

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

Saving rights of London and North-western Railway Company.

44. The Company shall, not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, handbills, or other general notice placed in public view upon or within a reasonable distance from such houses, and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that the Company have made known their intention to take the same in manner herein-before required.

Notice to be given of taking houses of labouring classes.

45. Whereas pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty, chapter twenty, a sum of seventeen thousand three hundred and twenty pounds six shillings and fivepence, being five per cent. upon the amount of the estimate in respect of the railway, has been deposited with Her Majesty's Paymaster General on behalf of the Court of Chancery in England in respect of the

Deposit money not to be repaid until line opened or half the capital paid up and expended.

[Ch. ccxxii.] *The Manchester South District* [36 & 37 VICT.]  
*Railway Act, 1873.*

A.D. 1873.

application to Parliament for this Act : And whereas since the said sum was deposited the estimate of expense of three hundred and forty-six thousand four hundred and six pounds seven shillings and sixpence has, by the abandonment of a portion of the undertaking, been reduced to the sum of three hundred and twenty-five thousand six hundred and six pounds seven shillings and sixpence, five per centum upon the amount whereof is sixteen thousand two hundred and eighty pounds six shillings and fivepence : Therefore be it enacted, that, notwithstanding anything contained in the said Act, the said sum of sixteen thousand two hundred and eighty pounds six shillings and fivepence, part of the said deposited sum of seventeen thousand three hundred and twenty pounds six shillings and fivepence, shall not be paid or transferred to or on the application of the person or persons, or the majority of the persons, named in the warrant or order issued in pursuance of the said Act, or the survivors or survivor of them, unless the Company shall, previously to the expiration of the period limited by this Act for completion of the railway, either open the railway for the public conveyance of passengers or prove to the satisfaction of the Board of Trade that the Company have paid up one half of the amount of the capital by this Act authorised to be raised by means of shares, and have expended for the purposes of this Act a sum equal in amount to such one half of the said capital ; and if the said period shall expire before the Company shall either have opened the railway for the public conveyance of passengers or have given such proof as aforesaid to the satisfaction of the Board of Trade, the said sum of sixteen thousand two hundred and eighty pounds six shillings and fivepence shall be applied in the manner herein-after specified, and the certificate of the Board of Trade that such proof has been given to their satisfaction as aforesaid shall be sufficient evidence of the fact so certified, and it shall not be necessary to produce any certificate of this Act having passed, anything in the above-mentioned Act to the contrary notwithstanding.

Application  
of deposit.

**46.** The sum of money last 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, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property 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 of money last aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the same 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 insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver, or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof: Provided that until the sum of money last aforesaid has been repaid to the depositors, or has become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon shall from time to time, and as often as the same shall become payable, be paid to or on the application of the person or persons, or the majority of the persons, named in such warrant or order as aforesaid, or the survivors or survivor of them.

A.D. 1873.

47. On the application of the persons named in the warrant or order issued as aforesaid in pursuance of the said Act of the ninth year of Her present Majesty, chapter twenty, in respect of the Bill as originally introduced into Parliament, or of the survivor of them, or of the executors or administrators of such survivor, by petition in a summary way at any time after the passing of this Act, the High Court of Chancery may and shall order that the sum of one thousand and forty pounds, the balance of the sum of seventeen thousand three hundred and twenty pounds six shillings and five-pence so deposited as aforesaid, after deducting therefrom the said sum of sixteen thousand two hundred and eighty pounds six shillings and fivepence, and the interest and dividends thereof, shall be transferred and paid to the persons or person so applying, or to any other person or persons whom they or he may appoint in that behalf.

Release of  
balance of  
deposit.

48. If the railway is not completed within five years from the passing of this Act, then on the expiration of that period the powers by this Act granted to the Company for making and completing the railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Period for  
completion  
of works.

[Ch. ccxxii.] *The Manchester South District* [36 & 37 VICT.]  
*Railway Act, 1873.*

A.D. 1873.  
Tolls.

49. The Company may demand and take in respect of the use of the railway, any tolls not exceeding the following; (that is to say,)

For every passenger conveyed in or by any express train, or in a first-class carriage or any other train, the sum of twopence per mile :

For every passenger conveyed in a second-class carriage by any such other train, the sum of one penny halfpenny per mile :

For every passenger conveyed in a third-class carriage by any such other train, the sum of one penny per mile.

For cattle,  
goods, &c.

In respect of goods conveyed on the railway, and with respect to horses, cattle, carriages, and goods, as follows :—

For every horse, mule, and other beast of draught or burden, twopence per mile :

For every ox, cow, bull, or neat cattle, the sum of one penny halfpenny per head per mile :

For every calf, pig, sheep, lamb, or other small animal, one halfpenny per mile :

For every carriage, of whatever description, having more than two wheels, and not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton, carried or conveyed on a truck or platform, fourpence per mile, and a like sum of fourpence per mile for every additional quarter of a ton or fractional part of a quarter of a ton which any such carriage may weigh :

For dung, compost, and all sorts of manure, lime, limestone, and salt, and all undressed materials for the repair of public roads, the sum of one penny per ton per mile :

For all coal, slack, cannel, coke, culm, and cinders, the sum of three farthings per ton per mile :

For charcoal, stones for building, pitching, and paving, bricks, tiles, slates, clay, sand, ironstone, marl, iron, and iron ore, pig iron, bar iron, rod iron, sheet iron, hoop iron, and all other similar descriptions of wrought iron and iron castings not manufactured into utensils or other articles of merchandise, one penny halfpenny per ton per mile :

For sugar, grain, corn, flour, hides, dyewoods, Manchester packs, earthenware, timber, staves, deals, metals (except iron), tin plates, nails, anvils, vices, and chains, the sum of twopence per ton per mile :

For cotton and other wools, drugs, and manufactured goods, the sum of threepence per ton per mile :

[36 & 37 VICT.] *The Manchester South District* [Ch. ccxxii.]  
*Railway Act, 1873.*

For fish, canes, cochineal, furniture, hats, shoes, toys, and all other articles, matters, and things, the sum of fourpence per ton per mile. A.D. 1873.  
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50. The Company may lawfully demand and receive as their maximum rate of charge for the conveyance of passengers along the railways, including the tolls for the use of the railway and of carriages, and for locomotive power, and every other expense incidental to such conveyance, any rates or sums not exceeding the rates or sums following; (that is to say,) Maximum rates of charges.

For every passenger conveyed in or by any express train, or in a first-class carriage by any other train, the sum of threepence per mile :

For every passenger conveyed in a second-class carriage by any such other train, the sum of twopence per mile :

For every passenger conveyed in a third-class carriage by any such other train (except a Government train), the sum of one penny halfpenny per mile.

And with respect to the conveyance of goods the Company may lawfully demand and receive as their maximum rate of charge for the conveyance thereof along the railway, including the tolls for the use of the railway and waggons or trucks and locomotive power, and every expense incidental to such conveyance, except a reasonable sum for loading, covering, and unloading of goods, and for delivery and collection, and any other services incidental to the business or duty of a carrier, where such services or any of them are or is performed by the Company, and except a reasonable sum for warehousing and wharfage of goods, or for any other extraordinary services performed by the Company, any rates or sums not exceeding the rates or sums following; (that is to say,) For goods, cattle, &c.

For every horse, mule, or other beast of draught or burden, five-pence per mile :

For every ox, cow, bull, or neat cattle, the sum of twopence per mile :

For every calf or pig, one penny per mile :

For every sheep, lamb, or other small animal, three farthings per mile :

For every carriage, of whatever description, having more than two wheels, and not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton and a half, fivepence per mile; and if having only two wheels, fourpence per mile :

A.D. 1873.

For dung, compost, and all sorts of manure, lime, limestone, and salt, and all undressed materials for the repair of public roads, the sum of one penny farthing per ton per mile :

For all coal, cannel, coke, culm, cinders, the sum of one penny and one eighth per ton per mile :

For charcoal, stones for building, pitching, and paving, bricks, tiles, slates, clay, sand, ironstone, marl, iron, and iron ore, pig iron, bar iron, rod iron, sheet iron, hoop iron, and all other similar descriptions of wrought iron and iron castings not manufactured into utensils or other articles of merchandise, the sum of one penny three farthings per ton per mile :

For sugar, grain, corn, flour, hides, dyewoods, Manchester packs, earthenware, timber, staves, deals, metals (except iron), hardwares in packages or cases, nails, anvils, vices, and chains, the sum of twopence halfpenny per ton per mile :

For cotton and other wools, drugs, and manufactured goods, the sum of threepence per ton per mile :

For fish, canes, cochineal, furniture, hats, shoes, toys, and all other articles, matters, and things, the sum of fourpence per ton per mile.

Regulation  
as to tolls.

**51.** The following regulations shall apply to such maximum rates and charges :—

The Company shall not be compellable to provide waggons or carriages for the conveyance of coal, cannel, slack, culm, coke, or cinders, but where such waggons or carriages are not provided by the Company a deduction of one eighth of a penny per ton per mile shall be made from the above rates of carriage for as many miles as the Company shall charge the said rates :

Where any of the before-mentioned articles, matters, persons, or things shall be conveyed on the railway for a less distance than four miles, the Company are hereby empowered to demand and receive the aforesaid charges, rates, or tolls, as the case may be, for four miles :

Where a waggon for the carriage of cattle or sheep shall be conveyed by one party, the carriage for any such waggon capable of containing and not containing more than six oxen or twenty-five sheep shall not exceed ninepence per mile :

And with respect to all articles except stone and timber the weight shall be determined according to the usual avoirdupois weight :



With respect to stone and timber, fourteen cubic feet of stone, forty cubic feet of oak, mahogany, teak, beech, or ash, and fifty cubic feet of any other timber, shall be deemed one ton weight, and so in proportion for any smaller quantity.

A.D. 1873.

52. And with respect to small packages not exceeding five hundred pounds in weight, and single articles of great weight, notwithstanding the rate of tolls prescribed by this Act, the Company may lawfully demand the tolls following; (that is to say,)

Tolls for small parcels and single articles of great weight.

For the carriage of small parcels on the railway or any part thereof, as follows:—

If not exceeding seven pounds in weight, threepence :

If exceeding seven pounds in weight but not exceeding fourteen pounds in weight, fivepence :

If exceeding fourteen pounds in weight but not exceeding twenty-eight pounds in weight, sevenpence :

If exceeding twenty-eight pounds in weight but not exceeding fifty-six pounds in weight, ninepence :

If exceeding fifty-six pounds in weight but not exceeding one hundred and twelve pounds in weight, one shilling and fourpence :

If exceeding one hundred and twelve pounds in weight but not exceeding two hundred and fifty pounds in weight, one shilling and eightpence :

And for parcels exceeding two hundred and fifty pounds in weight but not exceeding five hundred pounds in weight, the Company may demand any sum which they think fit :

Provided always, that articles sent in large aggregate quantities, although made up of separate parcels, such as bags of sugar, coffee, meal, and the like, shall not be deemed small parcels, but such term shall apply only to single parcels in separate packages.

For the carriage of any boiler, cylinder, or single piece of machinery, or single piece of timber or stone, or other single article, the weight of which, including the carriage, shall exceed four tons but shall not exceed eight tons, the Company may demand such sum as they think fit, not exceeding eightpence per ton per mile :

For the carriage of any single piece of timber, stone, machinery, or other single article, the weight of which, with the carriage, shall exceed eight tons, the Company may demand any such sum as they think fit.

53. Nothing in this Act shall prevent the Company from taking any increased charges, over and above the charges by this Act  
[Local.-222.]

Company may take increased

[Ch. ccxxii.] *The Manchester South District* [36 & 37 VICT.]  
*Railway Act, 1873.*

A.D. 1873.  
charges by  
agreement.

limited, for the conveyance of animals or goods of any description by agreement with the owners or persons in charge thereof, either by reason of any special service performed by the Company in relation thereto or in respect to the conveyance of animals or goods (other than small parcels) by passenger trains.

Passengers  
luggage.

**54.** Every passenger travelling upon the railway may take with him his ordinary luggage, not exceeding one hundred and twenty pounds in weight for first-class passengers, one hundred pounds in weight for second-class passengers, and sixty pounds in weight for third-class passengers, without any charge being made for the carriage thereof.

Power to  
enter into  
agreements  
with the  
committee  
and Maccles-  
field Com-  
pany.

**55.** The Company on the one hand and the committee and the Macclesfield Company, or either of them, on the other hand, may from time to time, and subject to the provisions of Part III. of the Railways Clauses Act, 1863, enter into agreements with respect to the following purposes, or any of them; (that is to say,)

The use of the railway or of any part or parts thereof:

The arrangements for the conduct of the traffic on the railway:

The payments to be made and the conditions to be performed with respect to the matters aforesaid:

The interchange, accommodation, conveyance, and delivery of traffic coming from or destined for the undertakings of the contracting companies and committee, and the fixing and division between the said companies and committee of the receipts arising from such traffic.

Interest not  
to be paid  
on calls paid  
up.

**56.** 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.

**57.** 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.

Railway not  
exempt from  
provisions of

**58.** Nothing in this Act contained shall exempt the railway from the provisions of any general Act relating to railways, or the

[36 & 37 VICT.] *The Manchester South District* [Ch. ccxxii.]  
*Railway Act, 1873.*

better and more impartial audit of the accounts of railway com- A.D. 1873.  
panies, now in force or which may hereafter pass during this or any present and  
future session of Parliament, or from any future revision or altera- future ge-  
tion, under the authority of Parliament, of the maximum rates of neral Acts.  
fares and charges, or of the rates for small parcels, authorised by  
this Act.

**59.** All costs, charges, and expenses of and incident to the pre- Expenses  
paring for, obtaining, and passing of this Act, or otherwise in of Act.  
relation thereto, shall be paid by the Company.

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LONDON: Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1873.