

THE PEAK DISTRICT & NORTHERN COUNTIES

**Footpaths
Preservation Society.**

REPORT
OF THE
Managing Committee

n. b. For the Three Years ended 30th September, 1898,

And Rules of the Society as amended on the 18th day of November, 1898.

Presented to and adopted by the Society at the Annual General Meeting
held at the Athenæum, Princess Street, Manchester,
on the 18th day of November, 1898.

MANCHESTER:
ABEL HEYWOOD & SON, 56 & 58 OLDHAM STREET,

1898.

MINIMUM ANNUAL SUBSCRIPTION, 2s. 6d.

Subscriptions for the year ending 31st December, 1899, are now due and should be paid to the Honorary Treasurer,

J. B. ELVERSTON,

13, Friday Street, Manchester.

THE PEAK DISTRICT AND NORTHERN COUNTIES FOOTPATHS PRESERVATION SOCIETY.

HONORARY OFFICERS DURING THE PERIOD COVERED BY THIS REPORT.

President: SIR WILLIAM H. BAILEY, Sale Hall, Cheshire.

Vice-Presidents:

THE VEN. ARCHDEACON ANSON, Manchester.
MAJOR CANDLEIN, Heaton Chapel.
HENRY DUNCKLEY, Esq., LL.D., J.P., Fallowfield.
ALEX. FORREST, Esq., J.P., Heaton Moor.
LEO H. GRINDON, Esq., Manchester.
THOMAS HARRIS, Esq., J.P., Brook House, Fallowfield.
ABEL HEYWOOD, Esq., Manchester.
THE REV. CANON HECKS, M.A., Salford.
GEORGE MILNER, Esq., J.P., Manchester.
HERBERT PHILIPS, Esq., J.P., Sutton Oaks, Macclesfield.
ALDERMAN WALTON SMITH, J.P., Heaton Moor.
REUBEN SPENCER, Esq., J.P., Derley Hall, Old Trafford.
SIR E. LEADER WILLIAMS, C.E., Manchester.
THE VEN. ARCHDEACON WILSON, Manchester.

Honorary Council: R. M. PANKHURST, LL.D., Manchester.

Honorary Solicitor: C. T. TALLENT-RATEMAN, 64, Cross Street, Manchester.

Honorary Surveyor: HENRY T. CROOK, C.E., 9, Albert Square, Manchester.

Honorary Treasurer:

J. B. ELVERSTON, Thringston, Heaton Chapel; and 18, Friday Street, Manchester.

Managing Committee:

Chairman: ABEL HEYWOOD, Manchester.
E. A. BAKER, B.A., 188, St. Thomas' Road, Derby.
FRED T. BASFORD, 36, Victoria Street, Derby.
WILLIAM BELL, 78, King Street, Manchester.
C. F. BUDENBERG, Somerville, Arkwright Road, Marple.
ROBERT BURN, High Bank, Wilmslow.
R. B. CARR, The Dingle, Bramhall Park, Stockport.
A. VERNER CLAYTON, Solicitor, 38, Lloyd Street, Manchester.
JAS. B. COOPER, 129, Acomb Street, Whitworth Park, Manchester.
ROBT. B. CREAK, Mardale Cottage, Chendale Hulme.
G. H. DAWES, M.R.C.S. (Eng.), St. Philip's Road, Sheffield.
M. J. DODWORTH, 4, Victoria Road, Sheffield.
WM. GREGGSON, 108, Steves Street, Stretford.
ALDERMAN JOSEPH GAMBLE, Southboards, Sheffield.
EDWARD G. HILLEN, "Sherwood," Hastings Avenue, Chorlton-cum-Hardy.
E. HOWARTH, Public Museum, Weston Park, Sheffield.
FRANK J. HOY, Buxton Road, Disley.
WM. INGHAM, 4, Likidundo Terrace, Seymour Grove, Old Trafford.
CHARLES DE JONGH, High Lane, Chorlton-cum-Hardy.
A. W. MASSEY, 33, Dale Street, Manchester.
THOS. MOWEN, Market Street, New Mills, Stockport.
WM. REDFORD, Whiteow Road, Chorlton-cum-Hardy.
G. S. SIMS, M.D., 45, Green Lane, Derby.
HON. F. STURTT, J.P., Derby.
J. H. WRIGLEY, 96, Gresse Street, Moss Side.

Together with the Honorary Officers of the Society.

Hon. Sec., Derby Section:

WM. SMITHARD, 25, Renais Street, Derby.

Hon. Sec., Sheffield Section:

CHAS. ROBINSON, Solicitor, Queen Street, Sheffield.

General Honorary Secretary:

LL. CARADON EVANS, Solicitor, 7, Watwick Avenue, West Didsbury, Manchester.

REPORT

For the Three Years ended 30th September, 1898.

The Managing Committee have much pleasure in presenting the following Report for the three years ended 30th September, 1898.

Reports for the years ended 30th September, 1896 and 1897 were presented at the Annual Meetings, but not printed, and are summarised in this report.

Right of Way from Hayfield to the Woodlands, Ashopdale, via the Mill Hill Shoulder of Kinder Scout.

As announced to the Annual Meeting, held in 1897, this right of way has been secured.

Since the last printed report of the Society was issued to the members (viz., for the year ended 30th September, 1895), your Committee continued their negotiations with the various persons and local authorities interested, and the result of all the protracted negotiations may be summed up as follows:—

- 1.—A right of way is conceded between Hayfield and a point on the Sheffield and Glossop Road about 350 yards to the north of the Snake Inn, taking the following route:—

- (a) From the gateway on the Kinder side of Rose Bank in the Jumble, Hayfield, to the Carr Meadow bridle-path on the line first claimed by the Society, namely, on the old way indicated on the Award map and by clear physical evidence on the ground.
- (b) Along the Carr Meadow bridle-way to near the north side of the wall bounding the moors.
- (c) Along a path on the north side of the said wall (until the latter turns off into the valley), then obliquely in the direction of the sheepfold in William Clough.
- (d) Alongside the stream in William Clough to the Mill Hill shoulder of Kinder Scout.
- (e) From Mill Hill round the head of the Ashop to its left bank, following that side of the stream to its junction with the Lady Clough brook, crossing the latter and joining the road at a gateway about 350 yards north of the Snake Inn.

2.—Certain obligations were thrown on the Society with regard to:—

- (a) The forming and clearly indicating the entire route from the Jumble to the Snake Inn.
- (b) The placing of sign posts in various places to indicate that roads crossing or deviating from the admitted route are "private" roads.

- (c) The making of stiles on walls at present crossing the route on the Hayfield side.
- (d) The draining of the difficult part of the route near Mill Hill.
- (e) The building of a foot-bridge over the Lady Clough above the junction of the Lady Clough stream with the Ashop river.
- (f) The repair for a limited period of a short length of wall.
- (g) The payment of certain law costs, viz., those of the Duke of Devonshire, Mr. Sumner, the Duke's shooting tenants, and certain survey charges of some of the landowners.

In response to an appeal issued by your Committee, a special fund was formed for the purpose of meeting the above-mentioned obligations, and the list of subscriptions is included in the Treasurer's report.

Your Committee are much indebted to the representatives of the old "Manchester Association for the Preservation of Footpaths" for the gift of £184 2s. 10d., which has been handed over to the Society in accordance with the following letter:—

Choulea, Pendleton, Manchester,

September 15th, 1896.

Dear Mr. Heywood,—Having noticed in the press a while since that you had been successful in the proceedings you have been engaged in for a long time for acquiring freedom of passage over the Kinder Scout country, you will remember I waited on you to make inquiry as to what cost you had incurred, or what obligations you had entered upon, in those efforts, and learnt that in total it amounted to about £500. My reason for doing this

was because I have acted for a great many years as deputy to my late father, Sir Elkanah Armitage, who was the latest appointed treasurer of a fund raised for local purposes of a like kind. The said society was entitled "The Manchester Association for the Preservation of Ancient Footpaths," and was established in 1826, and the latest official record of its proceedings was in 1863, when Mr. Samuel E. Cotnam and Mr. Samuel Pope, now Q.C., were appointed to offices as secretary and advising counsel. Only one other known subscriber survives, that is Mr. Thomas Ashton. These gentlemen all agree that it is a very proper way of disposal of the remnant of the fund, and I shall be happy, therefore, to hand you a cheque for the sum of £184 2s. 10d. when your Association is ready to make use of it. As this is a subject of public interest in Manchester at a former period, I will thank you to give publicity to this statement in any way you think well.

I remain,

Yours faithfully,

BENJAMIN ARMITAGE.

The agreements with the landowners are as follows:—

This Indenture made the 27th day of May 1867 Between Also Heywood of the City of Manchester Publisher and Wholesale Stationer (the Chairman of the Managing Committee and of the Investigation Sub-Committee of the Peak District and Northern Counties Footpath-Preservation Society (hereinafter called "the Society") of the first part Charles Talbot Talbot-Bateman of the same City Solicitor (the Honorary Solicitor of the Society and a member of each of the said Committees) of the second part Llewelyn Cardosoe Evans of the County Borough of Salford Solicitor (the Honorary Secretary of the Society and a member of each of the said Committees) of the third part Henry Tipping Crook of the said City Civil Engineer (a member of each of the said Committees) of the fourth part and The Most Noble Spencer Compton Cavendish Duke of Devonshire K.G. (hereinafter called "the Duke") of the fifth part Whereas the Society on behalf of the public some time since made claim that a right of footpath available by the public exists and has existed from time immemorial between the Town of Hayfield and the Valley of the Woodlands by way of the Mill Hill Shoulder of Kinderscout and the Ashop Clough or river all in the High Peak of the County of Derby over and across among other lands a certain estate known as The Woodlands Estate of which the Duke is owner in fee simple and whereas the Duke denies that any such right of footpath exists over or across his said Estate but he is willing to grant as an act of grace to the public a right to use a footpath over and across his said estate provided that the owners of the remainder of the lands over which the footpath will pass will consent to the same over their estates or properties and the Duke out of consideration for the public interest and in compliance with a request by the Society has consented to dedicate the footpath particularly shown and delineated by a red line on the plan hereto annexed and signed by the parties hereto so far as his estate is concerned to the use of the public for ever on the conditions following viz. :—(1) that the Stipulations set out in

the Schedule hereto are carried out before such dedication shall be declared and (2) that he the Duke his heirs and assigns shall not be considered as accepting any liability whatever for the repair or preservation of the said footpath or of the bridge mentioned in the said stipulations. And whereas the parties hereto of the First four parts (hereinafter called "the Guarantors") in the course of their investigations and researches into the evidence in support of the said claim to the right of footpath met with and obtained evidence that a certain route or footpath from Mill Hill over Ashop Moor hereinafter referred to as the alternative route or footpath had been used by persons travelling from Hayfield to the Woodlands. And whereas to prevent or as far as possible assist in preventing any claim being hereafter made to the said alternative route or footpath (which is not now claimed but has been abandoned by the said Society) the special provisions hereinafter appearing with respect to the evidence of such alternative route or footpath have been agreed upon as a condition of the dedication aforesaid. Now these presents witness that for the purpose of effectuating the before recited arrangement and in consideration of the Duke agreeing to dedicate the footpath delineated by the red line upon the said plan hereunto annexed to the use of the public in perpetuity each of them the Guarantors for himself and for himself only hereby covenants and declares with and to the Duke as follows:—

1—That he the covenanting party will not ever claim or assist in claiming or give any information to aid any other persons or person Corporation or Society to claim either for themselves or any persons or person whomsoever all or any part of the said alternative route or footpath or any other footpath road or way whatsoever over or across such part of the said estate of the Duke his heirs successors or assigns as is coloured pink on the small scale map appearing near the right hand bottom corner of the said plan hereunto annexed.

2—That the only persons who have inspected or have had disclosed to them the evidence taken by the Society in furtherance of the claim or claims aforesaid to the footpath delineated by the red line on the said plan or the said alternative route or footpath are the four guarantors parties hereto and the honorary Counsel of the Society.

3—That the evidence or proofs next hereinafter mentioned comprise the whole of the evidence taken by the said Society with respect to the said alternative route or footpath.

4—That the covenanting party will personally see that the whole of the said evidence with regard to the said alternative route or footpath is placed in an envelope to be sealed and afterwards deposited with the Right Honorable the Lord Mayor of Manchester on the terms mentioned in paragraph 9 of the said schedule hereto.

5—No copy of or other information relating to the said evidence has been retained by the covenanting party or (to the best of his knowledge and belief) by any of the other guarantors or by the said honorary Counsel or by any other person whomsoever.

6—In case of breach of any of the covenants or declarations herein contained any guarantor by whom any such breach may be committed shall pay to the Duke the sum of One hundred pounds as and for liquidated damages and not as a penalty and without prejudice to any remedies of the Duke by way of Injunction or otherwise.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

The **Schedule** above referred to (being the stipulations or conditions made by the Duke before dedication).

1—The path to be a footpath only and to be along the route shown on the plan hereunto annexed and delineated thereon by a red line. The footpath not to be used for horses carts carriages or vehicles of any kind whatsoever. Persons using the footpath are not to be accompanied by dogs unless the dogs are held in leash.

2—The Society will at their expense erect posts at intervals of 440 yards along the said footpath and provide a plank bridge upon stone piers over the Ladyelough Brook at the point marked K upon the said plan and shall at such expense as aforesaid improve and where necessary make the path by marking out and where necessary surface draining the track so that there can be no excuse for any deviation therefrom. All the said works to be done under the supervision and to the satisfaction of the Duke's Agent.

3—All claims made to any other rights of way or public paths over such portions of the Woodlands Estate as are coloured pink upon the small scale map drawn in the right hand bottom corner of the said plan hereunto annexed to be abandoned by the Society.

4—The Society shall at its own expense erect at Mill Hill at the point marked B on the said plan at Turners Fold marked G on the said plan at the point marked H on the said plan near Ashop New Cabin and at the point where the path joins the Sheffield and Glossop Road marked N on the said plan notice boards of a substantial character with the name of the Society thereon requesting the public to keep to the path delineated by the red line upon the said plan and not to trespass on the surrounding moors or disturb game and requesting the public not to use the said path when the moors are being shot over except immediately after a drive and that no dogs are to be taken along the footpath unless they are held in leash.

5—The Society shall at its own expense erect at the South end of the plank bridge near the Ashop New Cabin marked I on the said plan and also at the point marked L on the said plan notice boards of a substantial character with the name of the Society thereon containing notices that all the footpaths or tracks on the South side of the Ashop river are private footpaths or tracks.

6—The Society shall at its own expense erect at the point marked M on the said plan where a footpath diverges from the Sheffield and Glossop Road a notice board of a substantial character with the name of the Society thereon containing a notice as follows:—"This footpath is private. The footpath to Hayfield is 725 yards higher up the road."

7—The Society shall at its own expense erect in the field opposite to the Snake Inn marked on the said plan a notice board of a substantial character with the name of the Society thereon containing a notice as follows:—"There is no road or path across this field. The footpath to Hayfield is 348 yards higher up the road."

8—The Society shall at its own expense erect on Mill Hill at a point to be agreed upon between the Duke and the Society a notice board of a substantial character with the name of the Society thereon containing a notice that there is no right of way up the steep slope to the top of Kinderscout or across the moorland in any direction except along the left bank of the Ashop River as indicated by posts.

9—All the documents containing the whole of the evidence obtained by the Society or in their custody or possession or under their control or in the

custody or possession of the guarantors or any of them in support of the alternative route from Mill Hill over Ashop Moor shall be placed in a sealed envelope and shall be delivered to the Right Honorable the Lord Mayor of Manchester for the time being to be held by him and his successors in office on the following trusts, viz. : That the Duke and his successors in title shall have access to the said documents and be entitled to the use of the same and to take copies thereof in the event and in the event only of any proceedings or formal steps being taken in the future to establish any right of way over the said Ashop Moor.

10.—The Guarantors shall execute all such deeds and documents in addition to these presents as may be required by the Duke to give complete and perfect effect to the agreements and arrangements set forth in these presents.

11.—Resolutions shall be passed by the following bodies to the following effect, viz. :—(a) By the Managing or Executive Committee of the Society that the route delineated by the red line upon the said plan is the only one which shall be recognised or claimed by any of the members of such Committee and pledging themselves to keep loyally to the arrangement. (b) By all the members of the Society present at their next general meeting to the same effect. (c) By the Hayfield Parish Council accepting the terms and conditions herein set forth and pledging themselves to see them strictly carried out. (d) By the Hayfield Rural District Council to the same effect.

12.—The Society to pay the Duke's Solicitors' expenses incurred or to be incurred relative to these presents or the matters hereby recorded also the legal and travelling expenses (agreed at £20 : 1 : 7) incurred by the shooting lessees in connection with the said arrangements and the negotiations for the same.

Signed Sealed and delivered by the within named Abel Heywood Chas. T. Tallent-Bateman J.L. Caradoc Evans and Henry T. Crook in the presence of	} ABEL HEYWOOD CHAS. T. TALLENT-BATEMAN J.L. CARADOC EVANS HENRY T. CROOK	(1.S.)
		(1.S.)
		(1.S.)
		(1.S.)

Reginald M. H. Humphrey

Articled Clerk with

Messrs. Tallent-Bateman & Thwaites

Solicitors

64 Cross Street

Manchester.

Signed Sealed and delivered by the within named Spencer Compton Duke of Devonshire in the presence of	} DEVONSHIRE	(1.S.)

F. Alfred Currey

14 Great George Street

Westminster

Re FOOTPATH OVER KINDERSCOUT.

Requirements and Conditions subject to which Francis John Sumner Esquire owner in fee simple of the Park Hall Estates will permit the public to pass over his moorlands from Hayfield to Mill Hill as part of a through route to the Woodlands.

Mr. Sumner will subject to the following requirements and conditions permit the Peak District and Northern Counties Footpaths Preservation Society to delineate and construct a footpath across his moorlands of a width not exceeding five feet in any part thereof the footpath to extend from the Jubilee at Hayfield to the Bridle Path from Kinder to Carr Meadow and along William Crough to Mill Hill in the direction shown and between the points marked A and B on the plan hereto annexed and will permit the user of the same as a footpath only (and not with horses or carriages nor to drive cattle) by all persons in perpetuity all claims to any right of way (except by the said Bridle Path from Kinder to Carr Meadow, over any portion of Mr. Sumner's moorland between Hayfield or Little Hayfield and Mill Hill being abandoned by the said Society and not sought to be enforced by them) it being distinctly understood that Mr. Sumner absolutely denies the same and does not admit any public way to exist to Mill Hill.

2—The said Society in delineating and before there is any user of the proposed road shall mark the course and direction thereof by substantial posts of such height and at such distances on Mr. Sumner's land as Mr. Sumner's agent shall reasonably require and shall erect a post and rail fence to the satisfaction of Mr. Sumner's Agent at the point under the projection of Nab Brow where existing moorland paths diverge to prevent or hinder persons passing (there) over any land outside the course and direction of the said footpath.

3—The said Society shall affix on posts Notice Boards at such places as have been or shall be agreed upon between the parties viz. at the places mentioned in the Schedule hereto on which shall be printed the following notice "F. J. Sumner Esq. and others have conceded permission and right for the public in perpetuity to traverse on foot this moorland by the route indicated by posts on the understanding that this is the only route to be followed and that there be no divergence therefrom or trespass upon any other portion of the moor. No dogs allowed to stray upon the moors."

4—The said Society shall also affix a Notice Board on a post at each of the following places on which notice board shall be printed the following words: "Notice This is a private road" and to which shall be appended the name of the said Society namely (i) at the junction of the road from Park Hall with the said footpath at the point marked C on the said plan (ii) at the junction of the way leading to the Shooting Cabin with the said footpath at the point marked D on the said plan (iii) at the junction with a path leading to the Heron Rock and Old Pitts Plantation at the point marked E on the said plan and (iv) at each of the several junctions of the moorland paths under the projection of Nab Brow at the point marked F on the said plan. And will also affix notice boards on posts at the summit of Mill Hill and at the foot of the steep slope to Kinder Scout on which shall be printed the words "Notice there is no public way over these moorlands in this direction and pedestrians must observe the route indicated by the posts set up" and to which shall be appended the name of the said Society. The posts and notices mentioned in this clause shall be erected and affixed at such exact points at the said places as Mr. Sumner's Agent shall approve and to his satisfaction

by the Society the said notice boards and posts to be set up by the said Society at their own expense. And the said Society shall at their own expense set up good and sufficient stiles or swing-gates of such a kind as not to permit the passage through the same of any horse or cow where the said footpath shall be constructed so as to pass through fences of Mr. Sumner's fields at the points marked F, G, H, and I on the said plan and shall make good those parts of the fences immediately adjoining either side of such stiles or gates as have been disturbed in the work of fixing such stiles and gates.

5—Mr. Sumner is not to be at any time required or requested to maintain or repair the said footpath or any fences or delineations thereof.

6—The said Society to pay Mr. Sumner's Solicitor's and his Surveyor's costs incurred in reference to the matter now fixed and agreed at £50.

7—The above is subject to the owners of all other lands over which the proposed through route from Hayfield to the Snake Inn over Mill Hill is intended to pass consenting to a public footway over and through their lands.

8—There shall if found necessary before the path is staked out be an agreement entered into between five members of the Society on behalf of the Society and Mr. Sumner embodying so much of the foregoing matter and the matters and things (consistent herewith) offered in Mr. Talbot-Bateman's letters as may appear to Mr. Sumner's Solicitor to be requisite and as have not been complied with previously to the signing of the Agreement. The said members shall in such agreement admit that they on behalf of the Society abandon any right of way over Mr. Sumner's moorland between Hayfield or Little Hayfield and Mill Hill otherwise than by the said Bridle Path and by the said route hereby agreed upon.

The Schedule above referred to:

- 1—At the commencement of the path from the Junble to Hayfield.
- 2—At the junction of the path with the Kinder and Carr Meadow Bridle Path.
- 3—Near the summit of Mill Hill on Mr. Sumner's side.

Dated the 28th day of May 1897.

Signed sealed and delivered by the
before named Francis J. Sumner } FRANCIS J. SUMNER (C.S.)
in the presence of }

Cyril Ellison
4 Ellison Street Glossop.

The works stipulated for were all carried out, and the covenants and conditions in the agreements duly complied with. The path was formally opened on the 29th May, 1897, by the President (Sir W. H. Bailey), and a large body of subscribers and friends. It has since been very frequently used in both directions, and is highly appreciated. The Committee believe that the existence of a clearly defined path has practically put an end to the trespass which had been previously complained of.

A small memento consisting of (a) twelve views, with letterpress descriptions; (b) a brief record of the work of the Society in regard to this path, and (c) a one-inch scale map of the district, showing the route, was issued by the Committee

on the opening day; and, though a considerable number of copies was given to subscribers, the publication has resulted in a profit to the Society. The book being still in demand, has been reprinted, and copies may be obtained at 1s. each from the Honorary Officers of the Society and members of the Managing Committee.

Other Rights of Way.—Several cases of infringement of public rights in footpaths have been brought to the attention of the Committee, and have been or are now being dealt with. These include cases at Cheadle Hulme, Hazel Grove, Hollingworth (near Mottram), Ludworth, and Rochdale. The advice and support of the Society were sought, and the result has been that in the first three cases the footpaths have been re-opened, and the last two are now under consideration.

Cheadle Hulme Section.—Your Committee also have pleasure in reporting that a section of the Society was formed in Cheadle Hulme.

Future Work.

Direction Posts.—In the original pamphlet issued by the Society, it was stated that the Committee proposed to erect, as funds permitted, Direction Posts indicating paths over which the public have a right of way. The Committee regard this as of great importance, and trust that they will be specially encouraged in this branch of work. It has been suggested that the work should be commenced in the Kinder Scout district.

Carr Meadow Bridle Way.—The ancient bridle way from Glossop to Edale by Carr Meadow and Kinder and Stoney Ford, with the alternative foot path under Kinderlow End to Stoney Ford, is at present difficult to follow, and is therefore very little used. If it were better indicated a large number of tourists would avail themselves of a most delightful walk over upland pasture and moorlands with splendid views of the Kinder Vale, the Downfall and

the whole range of the Scout. The path crosses the one secured by the Society and has therefore special interest to members, and your Committee suggest that, with the approval of the Rural District Council, work should be at once commenced to indicate the route.

Finance.—The amount of work which the Society can undertake in the future, is necessarily dependent upon the pecuniary support of the public, and the Committee take this opportunity of stating that if the work is to be continued—and experience shows that there is ample scope for it—the membership must be not only kept up, but considerably increased. The Committee trust that all the original subscribers will continue their membership, and that every member will do his part in aiding this increase, otherwise the Society will dwindle away and its organisation perish, as has been the case with many Footpaths' Preservation Societies.

Summary of Income and Expenditure.

The appended summary of the income and expenditure of the Society, from its commencement to 30th September, 1898, has been prepared and certified by a Chartered Accountant.

Alteration of Rules.—Your Committee suggest that the rules be amended so as to provide that the Society's year shall end on December 31st in each year, instead of September 30th. The current year would in that case end December 31st, 1899. Also that the Annual Meeting should be held in the first quarter of the year.

Death of Vice-Presidents and Hon. Counsel.—The Managing Committee greatly regret that the Ven. Archdeacon Anson, Dr. Duncley, and Alex. Forrest, Esq., J.P., three of the vice-presidents, and Dr. Pankhurst, the honorary counsel, of the Society have died during the period covered by this Report, and the Committee desire to place on record their great indebtedness to the late Dr. Pankhurst for his services as honorary counsel.

RULES OF THE SOCIETY

Adopted on the 16th August, 1894, and altered (after due notice to the members) on the 18th day of November, 1898.

[See page 15 of this Report.]

1.—The Society shall be called “THE PEAK DISTRICT AND NORTHERN COUNTIES FOOTPATHS PRESERVATION SOCIETY.”

2.—The objects of the Society shall be :—

- (a) The preservation, maintenance, and defence of the rights of the public to the use and enjoyment of public highways, footpaths, bridlepaths, byeways, and other ways, vacant spaces, waste lands, and roadside slips, and to right of recreation over commons in the Northern and Midland Counties, particularly in the Peak District.
- (b) The prevention of the abuse of such rights, especially trespass and damage to crops and property, and disturbance of game by trespassers.
- (c) The support by influence, petition or otherwise, of Bills in Parliament promoting the aforesaid objects, or any of them, or others of a like or kindred nature.
- (d) The purchase, or promoting the purchase of rights of way and rights over open spaces to be dedicated to the use of the public for ever.
- (e) And all objects conducive to the foregoing including the combination or co-operation with other societies or persons in the promotion or furtherance of the aforesaid objects, or any of them.

[Formerly
October.]

3.—An annual subscription of 2s. 6d. or upwards, payable in advance on the first day of January in each year, shall constitute membership.

4.—The business of the Society not transacted in General Meeting shall be in the hands of a Managing Committee, elected annually, and consisting of the President, Vice-Presidents, Honorary Treasurer, Honorary Solicitor, Honorary Secretary, and not less than twelve other members of the Society, with power to add to their number.

[Formerly in
the month of
October.]

5.—An Annual General Meeting of the members of the Society shall be held in the first quarter of every year, and shall receive, consider, and, if approved of, adopt the report of the Managing Committee for the past year, and transact any other business that may arise.

6.—An Extraordinary General Meeting shall be held without delay, whenever occasion shall arise, upon the requisition of five members specifying the reason for the meeting and communicated to the Honorary Secretary. Such meeting shall also be held before the institution or defence of any legal proceedings, the costs of which the ordinary revenue of the Society shall be insufficient to defray, and a favourable vote of not less than two-thirds of the members present at such meeting, shall, subject to the necessary funds being duly subscribed or guaranteed, be sufficient sanction for the institution or defence of such proceedings, provided that no liability in respect thereof shall attach to any member beyond the amount of such member's individual subscription to the Society, or the amount of such member's guarantee towards the funds necessary to conduct such proceedings.

7.—The Managing Committee shall, by themselves or by Sub-Committees appointed from their number—

- (1) Induce—or, if necessary, compel—as far as possible, all Local, Public, or Urban Authorities and District Councils to perform their duties as conservators of the said public rights.
- (2) Institute or defend, assist others in instituting or defending, continue, compromise, abandon, or prosecute to judgment, at their discretion, and generally give instructions for all the legal proceedings sanctioned by general meeting as aforesaid.
- (3) Keep a map, or series of maps, wherein the situation of all foot-paths and other public ways shall so far as possible be indicated and recorded, and visit, inspect, survey, and report on the same from time to time, and receive, consider, and investigate complaints of violation of any of the said rights, or of the abuse thereof.

8.—All Sub Committees shall, from time to time, report to the Managing Committee.

9.—The Society shall subscribe and be affiliated to such national Society or Societies constituted for like objects, as may from time to time be determined in General Meeting.

10.—All General Meetings, whether Annual or Extraordinary, shall be convened by the Honorary Secretary's written notice, posted or delivered to members at their usual or last known addresses at least three days before the day of meeting, and indicating the business for which the meeting is to be convened. Ten members shall form a quorum.

11.—These rules may be rescinded, supplemented, or altered by resolution passed in General Meeting, but not otherwise, and then only after a week's notice, in writing, of the proposed alteration.