



ANNO SECUNDO & TERTIO

VICTORIÆ REGINÆ.

Cap. lxxix.

An Act to enable the *Manchester and Birmingham Railway Company* to vary and extend the Line of their Railway ; and to amend the Act relating thereto. [4th July 1839.]

WHEREAS an Act was passed in the First Year of the Reign of Her present Majesty, intituled *An Act for making a Railway from Manchester to join the Grand Junction Railway in the Parish of Chebsey in the County of Stafford, to be called "The Manchester and Birmingham Railway," with certain Branches therefrom*; and by the said Act several Persons were incorporated by the Name and Style of the *Manchester and Birmingham Railway Company*, for carrying into execution the said Undertaking: And whereas it is expedient that the Line of the said Railway should be extended, varied, and enlarged in certain Parts of the Township of *Manchester* in the Parish of *Manchester* in the County of *Lancaster*, and that an Approach should be made to the said Railway and to the Station thereof, and that certain Parts of the Line of the said Railway in the Counties of *Chester* and *Stafford* respectively should be altered: And whereas it is also expedient that some of the Powers and Provisions contained in the said recited Act should be altered or amended, and further Powers granted to

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7 W. 4. & 1 Vict. c. 69.

Powers of recited Act to extend to this Act, except as hereby altered.

the said Company: And whereas the several Purposes aforesaid cannot be carried into execution 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, and Commons, in this present Parliament assembled, and by the Authority of the same, That all the Powers, Authorities, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Rules of Construction, Clauses, Matters, and Things, contained in the said recited Act, (except such of them or such Parts thereof respectively as are by this Act repealed, altered, or otherwise provided for, or are inconsistent with or repugnant to the Provisions herein contained,) shall extend and be construed to extend to this Act, and to the several Works and Things hereby authorized or required to be made and done, and shall operate and be in force in respect to the Objects and Purposes of this Act, and of the said recited Act as altered and amended by this Act, as fully and effectually, to all Intents and Purposes whatsoever, as if the same Powers, Authorities, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Rules of Construction, Clauses, Matters, and Things were repeated and re-enacted in this Act, and were expressly extended to the Works and Things hereby authorized or required to be made or done, and the Objects and Purposes of this Act.

Power to make an Extension and Enlargement of the Line of the Railway in the Township of Manchester.

II. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to make and maintain an Extension, Variation, and Enlargement of the said Railway, with all proper Works and Conveniences connected therewith, and for that Purpose to make and maintain the said Railway and the Works connected therewith in the Line or Course, and upon, across, and under or over the Lands delineated in the Map or Plan and Section and described in the Book of Reference deposited as herein-after mentioned with the Clerk of the Peace for the County of *Lancaster*, that is to say, such Extension, Variation, and Enlargement commencing at or near to *Store Street*, and terminating at or near to *Travis Street*, both in the Township of *Manchester* in the said County of *Lancaster*, and which Extension, Variation, and Enlargement are intended to be made in the said Township of *Manchester*; and to make and maintain an Approach to the said Railway, or to the intended Station of the said Railway in *Manchester* aforesaid, upon, across, or over the Lands delineated in the Map or Plan and Section and described in the Book of Reference deposited as herein-after mentioned with the Clerk of the Peace for the County of *Lancaster*, (that is to say,) such Approach commencing at or near *Ducie Street* in the Township of *Manchester* aforesaid at a Point to be fixed and determined by the Company of Proprietors of the Canal Navigation from *Manchester* to or near *Ashton-under-Lyne* and *Oldham*, and terminating at a Point on the South Side of *Store Street* aforesaid, to be fixed and determined by the said last-mentioned Company of Proprietors, at or near to the Station of the said intended Company in *Manchester* aforesaid, and which said Approach will be made in the aforesaid Township of *Manchester*; and to make the

Approach to the Railway in the Township of Manchester.

Alterations.

Alterations

Alterations herein-after mentioned of or in the Line of the said Railway as authorized or directed by the said recited Act; and to make and maintain the said Railway and Works in and according to the Line or Course, and upon, across, under, or over the Lands delineated on the Plans and Sections and described in the Books of Reference deposited as herein-after mentioned with the several Clerks of the Peace for the Counties of *Chester* and *Stafford*; which said Alterations or Deviations will be made or pass from, in, through, or into the several Parishes, Townships, and Extra-parochial and other Places following, or some of them; that is to say, *Alderley, Nether Alderley, Prestbury, Chelford, Capesthorpe, Old Withington, Siddington, Marton, Somerford Booths, Hulme Walfield, Astbury, Congleton, Newbold Astbury, Moreton, Moreton cum Alcumlow, Odd Rode, and Church Lawton*, in the County of *Chester*; *Checkley, Audley, Talk, Talk o' th' Hill, Talk on the Hill, Wolstanton, Tunstall, Brieryhurst, Chatterley, and Ranscliff* otherwise *Ravenscliff*, in the County of *Stafford*.

III. And be it further enacted, That (save as is herein-before expressly provided and agreed to by the said Company of Proprietors of the Canal Navigations from *Manchester* to or near *Ashton-under-Lyne* and *Oldham*) nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Protections, Powers, or Authorities given to or vested in the said Company of Proprietors in and by all or any of the several Acts relating to the said Canal, or in or by the said herein-before recited Act of the First Year of the Reign of Her present Majesty, nor (save as is herein-before provided and agreed to by the said Company of Proprietors) shall any of the Clauses or Provisions contained in the said last-mentioned Act for the Benefit or Protection or relating to the Canal or Property of the said Company of Proprietors be in anywise prejudiced or affected, but (save as last aforesaid) the same and every of them shall, notwithstanding this Act, or any thing herein contained, be and remain in full Force and Virtue for ever hereafter.

Saving the Rights of the Ashton Canal Company.

IV. And whereas in and by the said recited Act the said Company are restricted from deviating from the Levels of the Railway as marked on the Section thereby directed to be deposited to any Extent exceeding in any Place Five Feet, or in passing through Towns Two Feet, without such Consents as are respectively therein required: And whereas it is expedient to authorize the said Company to make certain Deviations from such Levels; be it therefore enacted, That it shall be lawful for the said Company and they are hereby empowered, in the Construction of the said Railway in and through the several Parishes, Townships, and Places following, (that is to say,) *Gorton, Newton, Levenshulme, Rusholme, Manchester, Heaton Norris*, or some of them, in the County of *Lancaster*, *Cheadle Moseley, Stockport, Cheadle Bulkeley, Alderley, Nether Alderley, Chelford, Prestbury, Capesthorpe, Old Withington, Siddington, Marton, Somerford Booths, Hulme Walfield, Congleton, and Astbury*, or some of them, in the said County of *Chester*, to make and construct the same, with such Deviations from the Levels of the Railway as referred to the common Datum Line described on the Sections by the said recited Act directed to be deposited with the

Power for the Company to deviate from the original Levels of the Railway in certain Parts of the Line.

the respective Clerks of the Peace for the Counties of *Lancaster* and *Chester*, and as marked on the same, as shall not exceed the respective Deviations from such Levels which shall be described in the Sections next herein-after mentioned; and that Sections describing the said respective Deviations of Level lastly herein-before authorized, and authenticated by the Signature of the Right Honourable the Speaker of the House of Commons, shall, within Three Calendar Months next after the passing of this Act, be deposited with each of the Clerks of the Peace for the Counties of *Lancaster* and *Chester*: Provided nevertheless, that the said Company shall not deviate from the said original Levels of the said Railway where the same shall pass through any Town in any other Manner than they are authorized to do by the said recited Act; but nothing herein contained shall authorize or empower the said Company to lower the Level of the said Railway as shown upon the Section authenticated and to be deposited as aforesaid within the Distance of One hundred Yards from the Southern Boundary of the Township of *Cheadle Bulkeley* near to *Adswood Hall* in the Township of *Cheadle Moseley*, both in the Parish of *Cheadle*.

Company to
abandon un-
necessary
Portion of
the Railway.

V. And be it further enacted, That the said Company are hereby required to abandon such Parts of the said original Line of Railway as by reason of any of the Alterations by this Act authorized to be made will be rendered useless and unnecessary; and all the Powers, Authorities, Privileges, and Directions which by the said recited Act are given for making and maintaining the respective Portions of the said original Line of Railway by this Act required to be abandoned shall, from and immediately after the passing of this Act, cease and determine.

Plans and
Sections de-
posited with
Clerks of the
Peace to
remain there,
and be open
to Inspec-
tion.

VI. And whereas Maps or Plans and Sections describing the Line and Levels of the said intended Extension, Variation, and Enlargement of the said Railway, and of the said intended Approach, and the Works connected therewith, respectively, and also Maps or Plans and Sections describing the Lines and Levels of the said intended Alterations and Deviations of the Line of the said Railway, and the Lands in and through which the same Extension, Variation, or Enlargement, Approach, Alterations, and Deviations respectively, and the Works connected therewith, are intended to be made, together with Books of Reference to such Plans respectively, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and of the Occupiers of such Lands, have been deposited in Duplicate with the Clerks of the Peace for the Counties of *Lancaster*, *Chester*, and *Stafford* respectively, being the Counties within which such Extension, Variation, or Enlargement, Approach, Alterations, and Deviations respectively, are intended to be made; be it therefore enacted, That One of the said Plans, Sections, and Books of Reference so deposited, and also One of the said Sections herein-before directed to be deposited, shall remain with and be kept by each of the said Clerks of the Peace with whom the same have been or are herein-before directed to be deposited respectively; and all Persons shall at all seasonable Times have Liberty to inspect the same Map or Plan, Section, and Book of Reference, and to have or take Copies thereof or Extracts therefrom,
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paying to the Clerk of the Peace in whose Custody the Map, Plan, Section, or Book of Reference so inspected or referred to may be, the Sum of One Shilling for every such Inspection, and for furnishing Copies of or Extracts from the said Books of Reference after the Rate of Sixpence for every One hundred Words, and for allowing Copies to be made of the said Maps or Plans or Sections respectively, or of any Part or Parts thereof respectively, at the Offices of the said Clerks of the Peace respectively, the Sum of Ten Shillings for every Day during which the said Maps, Plans, or Sections respectively shall be occupied or used, for such copying, and so in proportion for any greater or less Period of Time than One Day, such Day to be calculated to commence and terminate with the Commencement and Expiration of the usual Hours of Business in the Offices of the said Clerks of the Peace respectively; and the said Maps or Plans, Sections, and Books of Reference, or any Copies thereof or Extracts therefrom respectively, certified by the said Clerk of the Peace to be a true Copy or Extract, shall be good Evidence in all Courts of Law or elsewhere.

Maps or Plans to be good Evidence.

VII. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said Extension, Enlargement, Approach, Alterations, Deviations, and other Works hereby authorized, in the respective Lines or Courses, according to the Levels, or within the several Deviations from such Lines and Levels respectively herein-after allowed, and in, upon, across, under, or over the Lands delineated on the Maps or Plans and Sections so deposited as aforesaid, and to be deposited as herein directed respectively, although such Lands or any of them, or the Situation thereof respectively, or the Names of the respective Owners, Lessees, or Occupiers thereof, may be omitted, mis-stated, or erroneously described in the said Books of Reference or in the Schedule hereunto annexed respectively, if it shall appear to any Two Justices of the Peace for the County or Place within which such Lands may be situate, and be by them certified in Writing, that such Omission, Mis-statement, or erroneous Description proceeded from Inadvertence or Mistake; and the Certificate of such Justices shall be deposited with and be kept by the Clerk of the Peace for the County within which the Matter in question shall arise, and shall be sufficient and conclusive for all the Purposes of this Act.

Unintentional Errors in Plans, &c. not to impede the Execution of the Railway.

VIII. Provided always, and be it further enacted, That nothing herein contained shall authorize the said Company, or any Person acting under their Authority, to take, injure, or damage, for the Purposes of this Act, any House or other Building which was erected on or before the First Day of *March* One thousand eight hundred and thirty-eight, or any Ground which was then set apart and used as a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk, or Avenue to a House, or any Ground then inclosed and planted as an Ornament or Shelter to a House, or as a Nursery for Trees, other than such as are specified in the Schedule to this Act annexed, without the previous Consent in Writing of the Owner and Occupier thereof respectively, unless the Omission thereof in such Schedule shall have proceeded from Mistake or Inadvertence,

Houses and Gardens not to be taken unless specified in the Schedule.

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and it shall be so certified in manner herein-before mentioned and provided for with respect to unintentional Errors or Omissions in the said Books of Reference.

Railway not to be proceeded with till certain Plans, &c. deposited.

IX. And be it further enacted, That in case any Alterations from the said deposited Plans and Sections of the said Extension and other Works herein-before authorized to be made shall, before the passing of this Act, have been submitted to and approved of by Parliament, then it shall not be lawful for the said Company to proceed in the Execution of the said Extension and other Works respectively, unless the said Company shall have, previously to the Commencement of such Work, deposited with the Clerks of the Peace of the several Counties in or through which such Extension and other Works hereby authorized to be made are intended to pass respectively, a Plan and Section of all such Alterations from the original Plans and Sections of such respective Works as shall have been approved of by Parliament, on the same Scale, and containing the same Particulars, as the original Plans and Sections of the said respective Works, and also with the Clerks of the several Parishes in or through which such Alterations shall have been authorized to be made, Copies or Extracts of or from such Plans and Sections as shall relate to such Parishes respectively; and all Persons interested shall have Liberty to inspect and make Extracts from or Copies of the said Plans and Sections, or Extracts or Copies thereof, paying to the Officer having the Custody of such Plan and Section, or of such Extract or Copy, the Sum of One Shilling for every such Inspection, and after the Rate of Sixpence for every One hundred Words copied therefrom.

Power to deviate.

X. And be it further enacted, That, except as is herein-before provided, the said Company, in making the said Extension, Enlargement, Alterations, and other Works by this Act authorized, shall have full Power, at any Time within Two Years from the passing of this Act, to deviate from the respective Centres of the Lines thereof as delineated on the said Maps or Plans so deposited with the Clerks of the Peace as herein-before is mentioned, with such Deviations in the Levels shown by the respective Sections thereto, and with such Alterations in the other Works hereby authorized, as may be necessary in consequence thereof: Provided always, that no such Deviation from the respective Lines so delineated on the said Maps or Plans shall exceed the respective Distances therefrom herein-after mentioned; that is to say, that no such Deviation in the said Township of *Manchester* shall exceed, in passing through any Part of such Township which is covered with Houses, Ten Yards, or in any other Part of such Township Fifty Yards, on either Side of such Line; and that in any other Place no such Deviation shall exceed One hundred Yards, or in passing through any Town Ten Yards, from either Side of the respective Lines so delineated on the said Plans; nor shall any such Deviation in either Case extend into the Lands of any Person whose Name is not mentioned in the said Book of Reference, without the previous Consent in Writing of the Person whose Lands shall be affected thereby, unless the Name of such Person shall have been omitted by Mistake or Inadvertence, and the Fact that such Omission proceeded from Mistake or Inadvertence shall have been certified

certified in manner herein-before provided for in Cases of unintentional Errors in the said Book of Reference; and no such Deviation shall be made in any Lands as to which it is expressly denoted on the said Maps or Plans so deposited as aforesaid that no Deviation is intended to be made; and in every Case in which a Limit to such Deviation is expressly denoted on the said Maps or Plans as to any Lands the actual Deviation shall not exceed the Limit so denoted.

XI. And be it further enacted, That in making the said Extension, Approach, Alterations, Deviations, and other Works hereby authorized, it shall not be lawful for the said Company to deviate from the Levels thereof respectively, as referred to the common Datum Line described on the Sections approved of by Parliament, and marked on the same, to any Extent exceeding in any Place Five Feet, or in passing through Towns Two Feet, without the Consent of the Owners, Lessees, and Occupiers of the Land in, through, or over which such Deviation is intended to be made; or in case any Street or public Carriage Road shall be affected by such Deviation, then the same shall not be made without the Consent of the Trustees or Commissioners, or if there be no such Trustees or Commissioners, without the Consent of Two or more Justices of the Peace in Petty Sessions assembled for that Purpose, and acting for the District in which such Street or public Carriage Road may be situate, or without the Consent of the Commissioners for any public Sewers, or the Proprietors of any Canal or Navigation affected by such Deviation; and that no Increase in the Inclination or Gradients of the said Railway, as denoted by the said Section, shall be made in any Place to an Extent exceeding the Rate of Three Feet *per* Mile; and where in any Place it is intended to carry the Railway and other Works on an Arch or Arches, as marked on the said Plan and Section, the same shall be made accordingly; and where a Tunnel is marked on the said Plan or Section as intended to be made at any Place, the same shall be made accordingly, unless the Owners, Lessees, and Occupiers of the Land in or through which such Tunnel is intended to be made shall consent that the same shall not be so made: Provided nevertheless, that it shall be lawful for the said Company, with such Consent as aforesaid, and not otherwise, to make a Tunnel or an Arch or Arches as aforesaid, not marked on the said Plan or Section, so that no such Tunnel shall be of greater Length than Two hundred Yards, and that no Two Tunnels be at a less Distance from each other than One hundred Yards measured on the Line of the Railway: Provided always, that Notice of every Petty Sessions to be holden for the Purpose of obtaining such Consent as aforesaid shall, Fourteen Days previous to the holding of such Petty Sessions, be given in some Newspaper circulating in the County, and also to be affixed on the Church Door of the Parish in which such Deviation or Alteration is intended to be made, or if there be no Church, on some other Place to which Notices are usually affixed: Provided also, that for the Purposes of consenting to any such Deviation from the said Sections, and to any Tunnelling or Arching as aforesaid, the Word "Owners" shall be deemed and taken to mean such Persons as are herein capacitated to agree for the Sale of and to convey Land for the making of the said Railway; and the

Limiting
Deviations
from Datum
Line de-
scribed on
the Section,
&c.

Consent

Consent of such Persons, with or without the Consent of any other Persons interested as Owners in the said Lands, shall be deemed and taken to be sufficient for such Purposes.

Limiting
Alteration
of Curves.

XII. And be it further enacted, That it shall not be lawful to diminish the Radius of any Curve as described on the Plans deposited with the Clerks of the Peace, unless such Radius exceed One Mile, nor to diminish it in any such Case so that it shall become less than One Mile, nor to diminish any greater Radius by more than a Quarter of a Mile, unless where it exceeds Two Miles, or by more than Half a Mile, unless where it exceeds Three Miles on the said Plan.

All Persons
enabled to
sell.

XIII. And be it further enacted, That after any Land taken or used or intended to be taken or used for the Purposes of the said recited Act or this Act shall have been set out and ascertained, it shall be lawful for all Corporations, Tenants for Life or in Tail, or for any other partial, qualified, or defeasible Estate or Interest, Husbands, Guardians, Trustees, and Feoffees in Trust for charitable and other Purposes, Committees, Executors, and Administrators, and all Trustees and Persons whomsoever, not only for and on behalf of themselves, their Heirs, Successors, and Issue respectively, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy, or for any Estate, Right, Title, or Interest to take effect on the Determination or in Defeasance or wholly or partially in substitution for such partial, qualified, or defeasible Estate or Interest, and as to such Husbands also on behalf of their Wives, and as to such Guardians on behalf of their Wards, and as to such Committees also on behalf of the Idiots and Lunatics respectively, and as to all the aforesaid Persons in the same Manner and to the same Extent, and so as to bind the same Persons and Estates respectively, as such Wives, Wards, Idiots, and Lunatics respectively could have done under the Powers of the said recited Act and this Act, or otherwise, in case they respectively had been under no Disability, and as to all such Trustees also on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons, and for all other Persons whomsoever who are or shall be seised or possessed of or interested in any such Land, to contract for the Sale thereof or of any Part thereof, and to convey, surrender, and assure their own Estates and Interests in the same Lands or any Part thereof, and also the Estates, Rights, and Interest therein, whether legal or equitable, of the several Persons on whose Behalf they are hereby authorized to contract, to the said Company, or as the said Company shall direct, for the Purposes of the said recited Act or of this Act; and all Conveyances, Surrenders, and Assurances which shall be made, either in the Form contained in the said recited Act or in any other Form, of any Lands, under or by virtue of the said recited Act or of this Act, shall be valid and effectual in the Law to bar and destroy all Estates Tail, Titles of Dower, and other Estates, Rights, Titles, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever, and also to merge all attendant Terms of Years, in the Manner and to the Effect in that Behalf mentioned in the said recited Act; and every such Corporation

poration, Tenant for Life or in Tail, or Persons having a qualified, partial, or defeasible Estate or Interest, and all such Husbands, Guardians, Feoffees, Trustees, Committees, and all other Persons are and shall be hereby respectively indemnified for what they respectively shall do by virtue of and in pursuance of this Act.

XIV. Provided always, and be it further enacted, That the Consideration Money to be paid for any Lands to be purchased from or conveyed by any Corporation, or any Person under any Disability or Incapacity, as in the said recited Act mentioned, or not having Power to sell, except under the Provisions of the said recited Act, shall in no Case be less than such Sum as the same shall be estimated at by the Verdict of a Jury, or by Two able practical Surveyors, one of whom shall be nominated by the said Company, and the other by the Person or Corporation contracting or agreeing to sell the same, and if such Two Surveyors shall not agree in the Valuation thereof, then by such Third Surveyor as any Two Justices acting for the County in which the Lands or any Part thereof shall be situated shall for that Purpose nominate; and each of the Two Surveyors, if they shall agree in and make their Valuation, or if not then the Surveyor to be nominated by the Justices as aforesaid, shall annex to their or his Survey, Estimate, or Valuation, when completed, a Declaration of the Correctness thereof.

Landsbought of any Corporation or Person under any Disability to be valued by Two Surveyors or their Umpire.

XV. And be it further enacted, That it shall be lawful for all Corporations and Persons by the said recited Act or this Act capacitated to contract for the Sale of and to convey to the said Company any Lands taken or used or which shall be taken or used for the Purposes of the said recited Act or this Act, in like Manner, and for and on behalf of themselves, their Heirs, Successors, Issue, and all Persons entitled in Reversion, Remainder, or Expectancy, or on whose Behalf respectively they are herein-before authorized to contract, and for and on behalf of their respective Wives, Wards, Idiots, Lunatics, and Cestuique Trusts as aforesaid, to contract for the Enfranchisement of and to enfranchise any Copyhold Lands taken or used or to be taken or used for the Purposes of the said recited Act or of this Act, and to sell and convey any Common or Waste Lands, or any Lands charged with or subject or liable to any Right or Privilege of Common thereupon, which have been or shall be so taken or used, and to agree for the Release of and to release any Lands so taken or used from any Rent, Mortgage, Payment, Liability, or Incumbrance, and to agree for the Apportionment of any such Rent, Mortgage, Payment, Liability, or Incumbrance, and to apportion, transfer, or assign the same, and also to sell and convey to the said Company all such other Lands as the said Company are by the said recited Act or by this Act authorized or empowered to purchase, and to release Rents or other Charges thereon, and enfranchise the same, being Copyhold or Customary Lands, in the same Manner as the Corporations and Persons capacitated by the said recited Act are thereby authorized to do; and that all the Powers and Provisions contained in the said recited Act with respect to the Sale and Conveyance of or the Compensation in respect of Lands, the Enfranchisement of Copyhold and Customary Lands, the Conveyance of

Persons under Disability empowered to enfranchise Copyholds and release Rents, and to contract for Compensation.

Common or Waste Lands, and the Extinguishment of Rights of Common, and the Release, Apportionment, Transfer, and Assignment of Rents, Charges, and Incumbrances, and the other Matters and Things whatsoever thereby authorized to be done or assented to by the Corporations and Persons thereby capacitated in that Behalf, shall extend, and be construed, deemed, and taken to extend, to this Act, and to the several Corporations and Persons by this Act capacitated in that Behalf, and shall be binding on the several Persons whom, or whose Estates, Rights, and Interests, such last-mentioned Corporations and Persons are herein-before authorized to bind.

Power for the Company to repurchase Chief Rent from Persons willing to sell the same.

XVI. Provided always, and be it further enacted, That it shall be lawful for the said Company, at any Time after they shall have made any such Purchases upon Chief Rent, under the Powers in that Behalf in the said recited Act and this Act contained, to purchase the same Rent from any Person who shall be willing and competent to sell the same, and thereupon to cause such Rent to be released and extinguished or otherwise disposed of as the said Company shall think fit; and upon any Purchase by the said Company upon Chief Rent the said Company may stipulate that such Rents should be repurchaseable at such Time and upon such Terms as shall be then agreed upon between the said Company and the Person from whom such Purchase shall be made.

Provision for Copyhold Services not apportionable; or which shall be agreed not to be apportioned.

XVII. Provided always, and be it further enacted, That if a Part only of any Copyhold or Customary Tenement shall be taken for the Purposes of the said recited Act or of this Act, and such Tenement shall be subject to any Services entire and not in their Nature apportionable, or to any Rent or Services which the said Company and the Person entitled to or capacitated to convey such Land shall not wish to be apportioned, it shall be lawful for the said Company and the same Person, with the Consent of the Lord of the Manor or other Person capacitated to enfranchise such Land, to agree that such Part of the said Copyhold or Customary Tenement as shall not be purchased by the said Company shall be exclusively subject to such Service or Rent respectively; and the Land so purchased by the said Company shall be thereupon discharged therefrom, but without Prejudice in any respect to the Rights and Remedies for recovering or enforcing the same out of and with reference to the Remainder of such Copyhold or Customary Tenement, and in the like Manner in all respects as if the same last-mentioned Part had been originally and exclusively subject thereto.

Recital of Provisions as to annual Rents in lieu of Tithes.

XVIII. And whereas it was by the said recited Act enacted, that in all Cases where a Composition in lieu of Tithes should have been made under an Act of Parliament by the Grant of a perpetual annual Sum of Money or Corn Rent, and any of the Lands chargeable with such Sum of Money or Corn Rent, or any Part of the same, should be taken by the said Company under the Authority of the said Act, Compensation should be made by the said Company for the Value of the said annual Sum of Money or Corn Rent chargeable upon the Lands so taken by the Payment of a Sum in gross, such Sum

being equal in Amount to Twenty-five Years Value of the annual Amount of the annual Sum of Money or Corn Rent payable at the Time of the passing of the said Act, or the said Proportion of the said annual Sum of Money or Corn Rent; and the said Company were thereby required to pay such Sum of Money into the Bank of *England* in manner by the said Act provided in Cases where any Monies were to be paid to incapacitated Persons before entering into Possession of the said Lands, and from and after the Payment of such Sum the Lands so taken should be for ever discharged of and from the said perpetual annual Sum of Money or Corn Rent, or from the proportionable Part of the said annual Sum of Money or Corn Rent, as the Case might be; and in the same Act were also contained certain Provisions for the Apportionment of such annual Sum or Corn Rent in case Part only of any Lands and Grounds liable thereto should be purchased or taken by the said Company: And whereas it is expedient that the said Provisions should be altered and amended; be it therefore enacted, That the said recited Provisions shall be and the same are hereby repealed, so far as the same relate to or affect any annual Sum or Corn Rent which hath not been actually purchased or apportioned pursuant thereto.

XIX. And be it further enacted, That in all Cases in which a Composition in lieu of Tithes shall have been made, or a valid Contract for such Composition shall have been entered into under the Act of Parliament for the Commutation of Tithes, or under any other Act, by the Grant or Creation of a perpetual annual Sum or Corn or other Rent which shall issue out of or affect any of the Lands which have been or shall be purchased or taken by the said Company under the Authority of the said recited Act or of this Act, Compensation shall be made by the said Company for the Value of the said annual Sum or Rent, or, as the Case may require, the Proportion thereof chargeable upon the Land so taken, by the Payment of a Sum in gross, such Sum being equal in Amount to Twenty-five Years Value of the annual Amount or Proportion of the said Rent payable in respect of the Lands which shall be so purchased or taken by the said Company; and the said Company are hereby required to pay such Sum of Money unto the Person entitled to receive the same, or if the Person for the Time being entitled to or authorized to contract for the Sale of such Rent shall, by reason of his being a Spiritual Person, or by reason of any other Incapacity of Person or Estate, be not entitled to receive such Compensation, then the said Company shall pay the said Sum into the Bank of *England* in manner by the said recited Act provided in Cases where any Monies payable by the said Company belong to incapacitated Persons, and after Payment of such Sum accordingly the Lands so taken shall be for ever discharged of and from the said annual Sum of Money or Rent: Provided always, that in case a Part only of any Lands liable to the Payment of such annual Sum or Rent shall be purchased or taken by the said Company nothing in this Act contained shall extend or be construed to extend to discharge the Remainder of the said Lands from the Payment of the Remainder of the annual Sum or Rent which would have been payable in respect of such Lands after deducting therefrom the proportionate Part of the said annual Sum or Rent chargeable in respect

Compensation for Rents in lieu of Tithes to be made by Payment of a Sum in gross.

respect of the Lands so purchased or taken, but the Remainder of such Lands shall remain and be liable to such proportionate Part or Share of the said annual Sum or Rent as would have been payable in respect of the same in case they had been assessed alone under the Authority of the Act under which the said Composition for Tithes had taken place; and the Rector, Vicar, or other Person or Persons entitled to the said annual Sum or Rent shall have the same Remedies for the Recovery of the said last-mentioned proportionate Part of the said annual Sum or Rent, by Suit or Action, or by Distress, Entry, or Perception of Rents and Profits, or by any other Means whatsoever, in or upon the said last-mentioned Lands, or otherwise, as he or they had or were entitled to in respect of the whole annual Sum or Rent: Provided also, that if the said annual Sum or Rent in lieu of or Compensation for Tithes, which shall be charged upon or payable out of any Lands purchased or which shall be purchased under the Powers and for the Purposes of the said recited Act and of this Act, shall belong to the Owner or Owners of such Lands, and be holden under the same Title, then, although the same may not have been merged or extinguished in the Inheritance of such Lands, the Compensation payable in respect thereof may, at the Option of either Party, be agreed upon, ascertained, or assessed either together with or distinctly from the Purchase Money or Compensation payable in respect of the same Lands: Provided also, that notwithstanding any thing herein-before contained the Proportion of any such annual Sum or Rent payable in lieu of or as a Compensation for Tithes in respect of any Lands purchased by the said Company as aforesaid may, either under the Provisions and otherwise in manner in the said recited Act and this Act expressed with respect to other Rents or Incumbrances issuing out of Lands which shall be so purchased, or under the Provisions of the Act of Parliament under which such annual Sum or Rent shall have been created, or which may otherwise relate thereto, be charged upon or be made payable exclusively out of the other Lands which shall be subject thereto, and which shall, in the Judgment of the Person entitled to such annual Sum or Rent, be of competent Value in that Behalf.

Power for Court of Exchequer to order Compensation to be applied in rebuilding Houses, &c.

XX. And be it further enacted, That where any Money agreed or awarded to be paid for the Purchase of any Houses or Buildings taken or used under the Powers of the said recited Act or this Act, or for any Compensation or Satisfaction under the said recited Act or this Act, shall have been paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, pursuant to the Direction contained in the said recited Act, it shall be lawful for the said Court of Exchequer, upon Petition for that Purpose by the Party who would have been entitled to the Possession or to the Receipt of the Profits of the Lands in respect of which such Money shall have been so paid in, from Time to Time to order such Part, if any, of the said Purchase or Compensation Monies, as the said Court shall think fit, to be laid out and applied in the repairing or rebuilding of any Houses or other Buildings taken down or injured in the Construction of the said Railway and Works.

XXI. And

XXI. And whereas it is by the said recited Act enacted, that upon Payment or legal Tender of such Sums of Money as should have been agreed upon between the Parties, or awarded by a Jury or Justices, in manner therein mentioned, for the Purchase of any Lands, or as a Satisfaction and Compensation for any Loss or Injury to the respective Proprietors of such Lands, or other Persons respectively entitled to receive such Money or Satisfaction or Compensation respectively, within Three Calendar Months after the same should have been so agreed upon or awarded, or whenever any of the respective Cases should happen wherein such Money Compensation or Satisfaction was therein-before authorized or directed to be paid into the Bank of *England*, then, upon Payment of such Money into the Bank of *England* as in the said recited Act is particularly mentioned, it should be lawful for the said Company immediately to enter upon such Lands, and to hold the same as in the said Act is mentioned: And whereas it may frequently occur, that from unavoidable Delay in making out the Title to Lands so purchased, or from other Causes, the Payment or Tender of the Purchase Money and Compensation so agreed or awarded may be delayed beyond the Period of Three Calendar Months by the said recited Act limited, and it is therefore expedient that such Provision should be explained and amended; be it therefore enacted, That nothing in the said recited Act or this Act contained shall extend or be deemed or construed to extend to prevent the said Company from making such Payment or Tender, and entering upon and holding such Lands after the Expiration of such Period of Three Calendar Months, unless the Delay in such Payment or Tender shall have arisen from the wilful Neglect or Default of the said Company: Provided always, that it shall not be lawful for the said Company to make such Entry in case Demand shall after the Expiration of such Period of Three Calendar Months have been made of such Purchase Money or Compensation by the Party or Parties entitled thereto, and Default shall have been made by the said Company in Payment thereof for the Space of Twenty-one Days after such Demand, unless such Payment shall be delayed by the Acts, Neglect, or Default of the Party or Parties entitled thereto.

Power to enter Land, &c. upon Payment or Tender of Purchase Money.

XXII. Provided always, and be it further enacted, That whenever the said Company shall have occupied or shall hereafter occupy, under the Provisions of the said recited Act or of this Act, any Land for temporary Purposes, the said Company shall pay to the Owner and Occupier of the said Land for the Time being full Compensation for the Occupation of the same, and for any temporary Injury such Owner and Occupier may sustain in consequence of the Occupation of the same, the Amount of which Compensation, whether the same shall exceed or be less than Twenty Pounds, shall be settled, adjusted, and determined, from Time to Time as such Compensation shall be claimed, by any Two Justices of the Peace acting within their Jurisdiction, and in the same Manner as Damages to an Amount not exceeding Twenty Pounds are directed to be recovered by the said recited Act or this Act: Provided also, that nothing herein contained shall vary or affect any Contract now

Compensation to be made for temporary Damage.

[*Local.*]

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existing

existing or which shall be hereafter entered into between the said Company and any other Person, whereby such other Person may be bound or liable to an Engagement with the said Company to pay the Amount of Compensation for any such temporary Occupation or Injury as aforesaid.

Extending
the Power of
purchasing
Lands se-

XXIII. And whereas, in the Execution of the Powers of the said recited Act and this Act, several Pieces of Land have been and may be cut through and divided, so that what remains thereof on one Side of the Railway exceeds or will exceed One Half of a Statute Acre in Quantity of agricultural Land, and One hundred Square Yards of Building Land: And whereas by the said recited Act the said Company are required to make, erect, and maintain such and so many Bridges, Arches, Hollows, Culverts, and Passages over, under, or by the Side of, or leading to or from the said Railway, for the commodious Use of the Land cut through or divided by such Railway, as Two or more Justices of the Peace shall, in case of Dispute about the same, judge necessary or appoint: And whereas it often happens that in a short Time after the Formation of a Railway the Proprietors of the Land which has been cut through and divided sell or exchange the smaller Part of such Land left on one Side of the Railway, and not conveniently situated with respect to the Remainder or larger Portion thereof, and the Bridges, Arches, Hollows, Culverts, and other Communications which have been erected for the Use and Occupation of the said Lands become not only useless to the Proprietors of the Land on either Side of the said Railway, but cause a considerable Expence annually to the said Company in their Maintenance and Repair: And whereas it is expedient that further Powers of purchasing Lands should be given to the said Company for the Purpose of avoiding unnecessary Expence in erecting and maintaining such Bridges, Arches, Hollows, Culverts, and Passages, for the Use and Occupation of the Lands cut through or divided by the said Railway; be it therefore further enacted, That where any Land has been or shall be cut through or divided, and the Proprietor thereof shall be willing to sell to the said Company the Part which has been left on one Side of the said Railway, it shall be lawful for any Corporation or Person by the said recited Act or this Act capacitated to sell or convey Lands to enter into any Agreement with the said Company for the Sale and Conveyance of the Lands so left on one Side of the said Railway, and the said Company are hereby authorized and empowered to treat and agree with any Corporation or Person for the Purchase of such Lands; and of any subsisting Leases, Terms, Estates, and Interests therein; and the said Company shall then be discharged from their Liability, under the Provisions of the said recited Act, to make or maintain any Bridge, Arch, Hollow, Culvert, or Passage for the Purpose of connecting such Land as aforesaid: Provided always, that the Land to be purchased from any Person or Corporation as aforesaid shall not exceed Ten Acres in any one Place; and that the said Company shall and they are hereby required to sell and convey all such Land which they shall so purchase, or such Part thereof as may not be necessary for the Purposes of the said Undertaking, within such Time and in such Manner as is directed by the said recited Act for.

the Sale of any superfluous Lands not required for the Purposes of that Act.

XXIV. And be it further enacted, That in every Case in which the Owner in Fee Simple or Tenant in Tail of any Lands, or other Person or Corporation by the said recited Act or this Act capacitated or empowered to sell and convey Lands, shall have received or agreed to receive Compensation for or in lieu of Gates, Bridges, Arches, Roads, Hollows, Culverts, Fences, Ditches, Drains, Watering Places, Passages, or other Easements or Conveniences, instead of the same being erected, formed, or provided by the said Company, and in Manner in the said recited Act and this Act expressed, or shall have made or shall make any other Arrangement with the said Company touching or concerning the same, every such Arrangement or Agreement shall be and is hereby declared to be lawful and binding, not only upon the Person making the same, but also on all other Persons on whose Behalf the same Person is by the said recited Act or this Act capacitated to sell and convey Lands.

Compensation in lieu of Gates, Bridges, &c.

XXV. And whereas several of the Roads to be crossed by the said Railway and Works by the said recited Act or by this Act authorized to be made are already, at the Points where the same respectively are intended to be crossed, steeper than the Inclinations which by the said recited Act is limited for the Inclinations of Arches or Bridges over or under public Roads, and it may be impracticable or detrimental to the Construction of the said Railway to preserve such Inclinations in carrying the said Railway under or over the said Roads; be it therefore enacted, That whenever the said Railway shall be carried over or under any Turnpike Road, public Highway, or Occupation Road, being already at the Point of crossing on an Inclination steeper than the Inclinations than are respectively prescribed in the said recited Act, it shall be lawful for the said Company to carry such Turnpike Road, public Highway, or Occupation Road over or under the said Railway upon an Inclination not being steeper than the present Inclination thereof, any thing in the said recited Act or this Act contained to the contrary notwithstanding.

As to crossing Roads.

XXVI. And whereas the said recited Act contains several special Clauses and Provisions prescribing the specific Mode by which certain Turnpike or other public Carriage Roads are to be crossed, and the Position and Mode of Construction of the Bridges over or under the same, and the Nature of the Approaches to be made thereto, or otherwise relating thereto and the Works connected therewith, and it may be desirable and advantageous to the Public in some Instances to alter the Position and the Form of the said Bridges, and the Nature of the Approaches to the same, or otherwise to vary such Provisions; be it therefore enacted, That it shall be lawful for the said Company, with the Consent of the Trustees or Commissioners of any such Road, given at any Meeting to be specially convened for that Purpose, to alter the Position or the Form of Construction or Formation of any Bridge or Bridges over or under or other Works connected with any such Turnpike

Power to alter Bridges, &c. with Consent of the Trustees of Turnpike Roads.

Turnpike Road, or any Approaches thereto, from the Position or Form of Construction or Formation thereof required by the said recited Act, provided that such Alteration shall be equally or more convenient to the Public, and that the general Directions contained in the said recited Act or in this Act respectively contained, and applicable to the said Bridges to be made over or under Turnpike and public Carriage Roads respectively, and the Inclinations of the Roads on either Side thereof, shall in all respects be duly complied with.

Power to alter Construction of Bridges, &c., with Consent of Persons entitled to Land, &c.

XXVII. And whereas by the said recited Act the said Company are required to erect and construct various Bridges, Tunnels, Roads, and Approaches, and to make, execute, and maintain various Works, for the especial Protection of the Corporations and Persons therein named, and for the Benefit of their respective Navigations, Canals, Lands, and Hereditaments, of such Form and Description as are specified in the said Acts respectively: And whereas in the Formation of the said Railway it may be in many Cases found necessary or desirable to alter and vary the Form of Construction of the said Works and the Position thereof respectively, and to make Arrangements so as to dispense with the same or some of them, and in some Cases to substitute others in lieu thereof; be it therefore enacted, That, notwithstanding any thing in the said recited Act or in this Act contained, it shall be lawful for the several Corporations and Persons interested in any Work hereinbefore mentioned to agree with the said Company as to the Construction of the said Bridges, Tunnels, Roads, Approaches, and other Work by the said recited Act required to be executed, of such Form and Construction and in such Position as shall be agreed upon respecting the same, or to agree for the Substitution of any other Work in lieu thereof, or to dispense with the making or constructing of such Work.

Further Provision for ascertaining the Costs of Inquisitions.

XXVIII. And whereas it is by the said recited Act provided, that all the Costs, Charges, and Expences incurred in summoning, impannelling, and returning Juries, taking Inquisitions, and the Attendance of Witnesses, and recording the Verdicts or Judgments thereon, and otherwise incident to the said Inquisitions, and the Expences of the Costs of the Bonds to be given as therein mentioned, should, in certain Cases therein specified, be borne by the said Company, and that in certain other Cases therein also specified one Moiety of such Costs, Charges, and Expences should be defrayed by the Party with whom the said Company should have the Controversy or Dispute, and the other Moiety thereof should be defrayed by the said Company; and it is also by the said recited Act provided, that in all Cases the Party claiming Satisfaction or Compensation from the said Company should be Plaintiff, and should be entitled to all such Advantages and Privileges as Plaintiffs are in Actions tried in any of Her Majesty's Courts of Record at *Westminster*: And whereas Doubts may in some Cases arise as to the proper Mode or Scale of Allowance of such Costs, Charges, and Expences; be it therefore enacted, That the Costs, Charges, and Expences incidental to any Inquisition under the said recited Act or this Act shall, subject to the express Provision

herein-

herein-after contained as to the Fees of Counsel, be settled and determined by the Person authorized in that Behalf by the said recited Act and this Act according to the same Rules and upon the same Scale of Allowance as would for the Time being have been allowed as between Solicitor and Client by the Taxing Officers of Her Majesty's Courts of Record at *Westminster* if the Proceedings had taken place in an Action in such Court, in which Action the Person, or if there shall be more than One such Person then the several Persons, who shall claim Satisfaction or Compensation, or shall otherwise be interested adversely to the said Company in the Matter in dispute or controversy, had been Plaintiff or Co-plaintiff.

XXIX. And be it further enacted, That in all Cases in which a Jury shall be summoned as by the said recited Act directed, the reasonable Fees which may have been paid to one Counsel for attending the Inquiry before such Jury on behalf of the Party or of all the Parties with whom the said Company may be in dispute, and also to one Counsel for attending the Inquiry on behalf of the said Company, shall be allowed; and the Amount of such Fees shall be settled and determined by the Sheriff, Under Sheriff, Coroner, or other Person presiding at the taking of such Inquiry, in like Manner as the Costs of summoning such Jury and other Expences payable by the said Company, but upon the same Scale of Allowance as may for the Time being be adopted or allowed by the Taxing Officers of Her Majesty's Courts of Record at *Westminster*.

Expences of Counsel to be allowed in the Taxation of Costs.

XXX. And be it further enacted, That unless the said Company shall within the Space of Three Years, to be computed from the passing of this Act, agree for or cause to be valued, and pay or cause to be paid for, pursuant to the Provisions of this Act, the Lands which they are by this Act empowered to take and use, or otherwise so much thereof as shall be by them deemed necessary and proper for the Works hereby authorized, except such Mines and Minerals as they are hereby authorized eventually to purchase, and also except any other Estates or Interests which the said Company are hereby authorized to purchase after the Expiration of the aforesaid Period, then and from thenceforth the Powers which are hereby granted to them for the compulsory taking or using of such Lands shall cease and be utterly void.

If Land not contracted for within Three Years the Power of purchasing to cease.

XXXI. And be it further enacted, That if any Proceeding shall at any Time be had or taken against the said Company, or any Person claiming under them, for the Recovery of the Possession of any Lands which have been purchased or taken by the said Company for the Purposes of this or the said recited Act, and for which the said Company shall *bonâ fide* and without Collusion have paid, tendered, or deposited the Purchase Money or Compensation agreed on with the Party in possession or in the Receipt of the Rents and Profits of the said Lands, or awarded to be paid for the same, then, either before or within Two Calendar Months after final Judgment shall be obtained by any Person for the Recovery of the Possession of any such Lands, or the final Determination of any Writ of Error or Appeal from such Judgment, or the final Taxation of the Costs

In case of Proceedings for Recovery of Lands taken for Railway, &c.

of such Proceedings, there shall be paid or tendered in lieu of such Lands, to the Person by or on whose Behalf such Proceedings shall be had, or into the Court in which such Proceedings shall be pending, his full Costs incurred in obtaining such Judgment or otherwise in or about such Proceedings, together with such Sum of Money as a Jury shall, in the Manner herein-after mentioned, find to have been the Value of the said Lands at the Time when the same were purchased and conveyed for the Purposes of the said recited Act or of this Act, or when Possession thereof as aforesaid was taken by the said Company, and also such a Sum of Money as the said Jury shall at the same Time find to be the Value of or an Equivalent for such mesne Rents and Profits of the said Lands, in case the same had not been taken or used for the said Railway, as the Party by whom or on whose Behalf such Judgment shall be obtained could have recovered by ordinary Process of Law; or in case the Person obtaining such Judgment shall be entitled to any partial or less Interest in the said Lands than the absolute Fee Simple thereof in Possession, free from Incumbrances, then the Value of the said Lands, to be ascertained as after mentioned, shall be paid into the Bank of *England* with the Privity of the Accountant General of the Court of Exchequer, or in such other Manner as directed by the said recited Act with respect to Lands purchased from such Parties; and upon Payment or Tender of such Sum or Sums of Money as herein-before mentioned the said Lands shall be and remain absolutely vested in the said Company, their Successors and Assigns.

The Jury who shall try such Proceedings to ascertain the Value to be paid in lieu of the Lands.

XXXII. And be it further enacted, That the Jury who shall try any Proceedings brought for the Recovery of the Possession of such Lands as aforesaid shall at the same Time ascertain the Value thereof at the Time when they were purchased and conveyed for the Purposes of this and the said recited Act or either of them, or when Possession was taken thereof by the said Company, or in default thereof such Value may be settled and ascertained by a Jury to be summoned and returned in manner directed by the said recited Act; and the Value so found shall be certified by the presiding Judge under his Hand, and such Certificate shall be delivered to the Person seeking to recover Possession of the same Lands, and such Value shall be the Amount to be paid in lieu of the said Lands, and shall be paid and applied in manner directed by this and the said recited Act.

Certificate of Justices to be good Evidence of the Payment of the Amount of Capital required before mortgaging.

XXXIII. And whereas by the said recited Act it was enacted, that it should be lawful for the said Company, by an Order of any General or Special General Meeting of the said Company, after One Half of the Capital should have been paid up, from Time to Time to borrow and take up at Interest any further or additional Sum not exceeding the Sum of Seven hundred thousand Pounds on the Credit of the said Undertaking, as to them should seem proper; and the said Company and the Directors of the said Company, after an Order made for that Purpose at any General or Special General Meeting of the said Company, were thereby empowered to mortgage, assign, and charge the Property of the said Undertaking, and the Rates, Tolls, or other Sums arising or to arise by virtue of the said

said Act, or any Part thereof, in manner therein mentioned, as a Security for any such Money to be borrowed as aforesaid, with Interest; and a Copy of the Order of any General or Special General Meeting of the said Company authorizing the borrowing of any such Sum of Money, certified by One Director or the Clerk or other Officer of the said Company to be a true Copy, should be sufficient Evidence of the making of such Order for raising such additional Sum of Money: And whereas it is expedient to provide for the convenient Proof of the Payment of the above-mentioned Proportion of the Capital of the said Company; be it therefore enacted, That a Certificate of the Justices assembled at some General or Quarter Sessions of the Peace for either of the respective Counties of *Lancaster*, *Chester*, and *Stafford*, that One Half of the said Capital has been paid up (and which Certificate such Justices are hereby authorized and required to grant, on Production of such Evidence as they may deem sufficient), shall be sufficient Evidence of such Proportion of the said Capital having been so paid up at or before the Date of such Certificate.

XXXIV. And whereas by the said recited Act it is enacted, that the said Company should have full Power and Authority from Time to Time to make Bye Laws, Orders, and Rules, for the Purposes and in the Manner in the said recited Act mentioned, which Bye Laws, Orders, and Rules, being reduced into Writing under the Common Seal of the said Company, should be printed and published, and such of the said Bye Laws, Order, and Rules as should subject any Person to any Fine or Penalty should be hung up and affixed and continued on the Front or other conspicuous Part of the several Toll Houses to be erected on the said Railway and other Buildings or Places at which any Rates or Tolls should be collected or paid under the Authority of the said Act, and should from Time to Time be renewed as often as the same or any Part thereof should be obliterated or destroyed: And whereas it is expedient that the said recited Provision should be altered and amended; be it therefore enacted, That so much of the said recited Act as requires that the Bye Laws, Orders, and Rules therein mentioned should be painted on Boards, and hung up and affixed as therein mentioned, shall be and the same is hereby repealed.

Repeal of Provision in recited Act respecting the Publication of the Bye Laws.

XXXV. And be it further enacted, That the Bye Laws, Orders, and Rules of the said Company, made or hereafter to be made by virtue of this or the said recited Act, being reduced into Writing under the Common Seal of the said Company, and printed and published, shall, as to so many or such Parts of the said Bye Laws, Orders, and Rules as shall be of a public Nature, and shall relate to or affect other Persons than the Proprietors, Officers, and Servants of the said Company, be painted on Boards, and hung up and affixed and continued on the Front or other conspicuous Part of the several Toll Houses to be erected on the said Railway and other Buildings or Places at which any Rates or Tolls shall be collected or paid under the Authority of the said recited Act or this Act, and which shall belong unto or be in the Occupation of the said Company, or the Collectors, Officers, or Agents thereof; and the same

Certain Parts of the Bye Laws to be painted on Boards and affixed on conspicuous Places.

Bye

Bye Laws, Rules, and Orders shall from Time to Time be renewed, whilst the same respectively shall continue in force, and as often as the same or any Part thereof shall be obliterated or destroyed; and such Bye Laws, Orders, and Rules shall be binding upon and be observed by all Parties, and shall be sufficient in all Courts of Law or Equity to justify all Persons who shall act under the same; provided that such Bye Laws, Orders, or Rules be not repugnant to the Laws of that Part of the United Kingdom of *Great Britain* and *Ireland* called *England*, or to any of the Provisions in the said recited Act or this Act contained; and all such Bye Laws, Orders, and Rules shall be subject to Appeal in manner in the said recited Act mentioned.

Bye Laws to
be confirmed.

XXXVI. And be it further enacted, That no Bye Law which the said Company may have heretofore made under the Authority of the said recited Act (except such as may relate solely to the Proprietors or Directors of the said Company, or to any of their Officers or Servants,) shall be valid or binding for a longer Period than Six Months from the passing of this Act, nor shall any Bye Law (except as aforesaid) which may hereafter be made by the said Company be valid or binding, unless the same shall be allowed by some Judge of One of Her Majesty's Courts of Record at *Westminster*, or by the Justices assembled at some General or Quarter Sessions of the Peace of either of the several Counties of *Lancaster* or *Stafford*; which said Justices are hereby authorized and required, on the Request of the said Company, to examine into the Bye Laws which may be tendered to them for that Purpose by the said Company, and to allow of or disallow the same as to them may seem meet; and all Penalties which may be imposed by virtue of any such Bye Laws shall be so framed as to allow the Justice or Justices before whom the same may be sought to be recovered to order the Whole or any Part of such Penalties to be paid.

Extending
the Com-
pany's Powers
of carrying
Goods and
Passengers.

XXXVII. And whereas in the said recited Act it was enacted, that (subject to the Limitations and Directions therein contained) it should be lawful for the said Company to provide or hire and use locomotive Engines or other Power for drawing or propelling of any Articles, Matters, or Things, Persons, Cattle, or Animals, upon the said Railway, and also to carry and convey upon the said Railway all such Passengers, Goods, Articles, Matters, and Things, and all such Cattle and other Animals as therein mentioned: And whereas it is expedient that such Powers should be extended and enlarged; be it therefore enacted, That it shall be lawful for the said Company to provide, or hire, use, and employ, locomotive Engines or other Power, Coaches, Waggons, and other Carriages, and with such locomotive Engines or other Power, Coaches, Waggons, and Carriages, or any other Coaches, Waggons, and Carriages, to carry and convey, as well upon and along the said Railway as upon and along any other Railway or Railways, any Articles, Matters, Things, Persons, Cattle, and Animals, and to make such reasonable Charges for the Use of such Engines or other Power, and for such Carriage or Conveyance, as they may from Time to Time fix or require; and the said Company shall and may have and exercise all the same Rights and Remedies

Remedies for Recovery as well of the Charges by the said recited Act as of the Charges by this Act authorized to be taken for the Use of such Engines or other Power, or for such Carriage or Conveyance, as are given to them by the said recited Act in reference to the Rates and Tolls thereby made payable; or the said Company may, at their Option, sue for and recover such Charges or any Part thereof in any Court of Law or Equity: Provided always, that the Provision aforesaid shall not extend to take away or interfere with the Powers of Control and Superintendence or any other Rights of the Proprietors of any other Railway upon which the said *Manchester and Birmingham* Railway Company may carry by virtue hereof.

XXXVIII. And be it further enacted, That it shall be lawful for the said Company, from Time to Time and at all Times hereafter, to demand, receive, and recover, for the Wharfage or Warehousing or the Standing-room of all Articles, Matters, and Things loaded, landed, or placed in or upon any of the Wharfs, Landing Places, Stations, or Warehouses of the said Company, any Rates, Tolls, or Duties not exceeding the Rates, Tolls, or Duties following; (that is to say,)

Rates to be paid to Company for Wharfage.

For every Ton of Coals, Culm, Lime, Limestone, and other Minerals, Timber, Stone, Clay, Bricks, Tiles, Slates, Goods, Merchandize, or other Things, which shall be landed, loaded, or placed in or upon the said Wharfs, Landing Places, Stations, or Warehouses, or any of them, and shall continue thereupon or therein for a longer Space of Time than Three Hours and not exceeding Twenty-four Hours, any Sum not exceeding One Penny *per* Ton, and so in proportion for any less Quantity than a Ton; and in case the said last-mentioned Articles or any of them shall be left and remain in and upon any of the Wharfs, Landing Places, Stations, or Warehouses belonging to the said Company over and above or beyond the said Space of Twenty-four Hours, then the Owner or Owners of such Articles shall pay to the said Company the further Sum of Three-pence *per* Ton for the Wharfage or Standing-room and One Shilling *per* Ton for the Warehousing thereof for the next or succeeding Week, and the like Sum of One Shilling respectively *per* Ton for every further or subsequent Week such Article shall remain upon or in the said Wharfs, Landing Places, Stations, or Warehouses after the Expiration of the said first-mentioned Week, and so after that Proportion for any greater or less Period than a Week:

And it shall be lawful for the said Company to ask, demand, receive, and take, for the Use of any Cranes erected or made in pursuance of or under the Authority of this Act, either before or after the same shall be used, such Sum or Sums of Money as the said Company may from Time to Time order or direct, not exceeding for any Weight to be raised at one single Lift of the Crane, being less than Two Tons, the Sum of Sixpence *per* Ton; for any Weight to be raised at one single Lift of Two Tons and less than Three Tons, the Sum of One Shilling *per* Ton; for any Weight to be raised at one single Lift of Three Tons and less than Four Tons, the Sum of One Shilling and Sixpence *per* Ton; and so progressively

[*Local.*]

21 A

advancing

advancing Sixpence *per* Ton on each additional Weight of One Ton to be raised at one single Lift of the Crane, and so in proportion for any greater or less Quantity than a Ton.

Penalty on Owners not removing Goods after Notice.

XXXIX. Provided always, and be it further enacted, That if the Owner of any Chattels, Goods, Commodities, Wares, Merchandize, Articles, Matters, or Things, or the Person having the Right of Possession thereof, shall permit the same to remain in or upon any Wharf or Warehouse belonging to the said Company beyond the Space of Fourteen Days, and shall neglect or refuse to remove the same and every Part thereof after Twenty-four Hours Notice to do so, such Notice being given unto him or left at his usual Place of Abode or Business, or if such Place shall not be known to the said Company, inserted in some Newspaper circulated in the County in which such Wharf or Warehouse shall be situate, such Owner or other Person shall forfeit and pay to the said Company, for each and every Day any such Chattels, Goods, Commodities, Wares, Merchandize, Articles, Matters, or Things shall be permitted to remain after the Expiration of such Notice, any Sum not exceeding Two Shillings and Sixpence *per* Ton, in addition to the Sum which the said Company are hereby authorized to demand and receive for the Wharfage, Standing-room, or Warehousing thereof.

Rates of Carriage to be charged equally.

XL. And be it further enacted, That the Charges of the said recited Act or this Act or either of them authorized to be made for the Carriage of any Passengers, Goods, Animals, or other Matters or Things to be conveyed by the said Company, or for the Use of any Steam Power or Carriage to be supplied by the said Company, shall be at all Times charged equally to all Persons, and after the same Rate *per* Mile, or *per* Ton *per* Mile, in respect of all Passengers, and of all Goods, Animals, or Carriages of a like Description, and conveyed or propelled by a like Carriage or Engine, passing on the same Portion of the Line; and no Charge for or Reduction or Advance in any Charge for Conveyance by the said Company, or for the Use of any locomotive Power to be supplied by them, shall be made either directly or indirectly in favour of or against any particular Place, or in favour of or against any particular Company or Person travelling upon or using the same Portion of the said Railway.

Company to furnish a Balance Sheet of their annual Receipt and Expenditure.

A Copy thereof to be transmitted to the Clerk of the Peace.

XLI. And be it further enacted, That on or before the First Day of *January* in each Year after the said Railway shall be open to the Public a Balance Sheet or Account in Abstract of the total Receipts and Expenditure of all Fees, Tolls, Rates, and Funds which shall have been levied by the said Company during the Year ending on the Thirty-first Day of *July* then preceding, or on some subsequent Day, shall be prepared and duly audited and certified by the Directors of the said Company, and the same shall be arranged under the several and distinct Heads of Receipt and Expenditure, and shall contain a Statement of the Balance of the said Account; and a true and correct Copy of such annual Account or Statement shall on or before the said First Day of *January* be transmitted by the said Company, free of Charge, to the Clerk of the Peace for the County in which the chief Office for the Time being of the said Company for the Management

Management of the Funds thereof shall be situate, and the same shall remain with and be kept by such Clerk of the Peace for the Time being, and all Persons shall at all seasonable Times have Liberty to inspect the same, and to have Copies thereof or Extracts therefrom, at their Will and Pleasure, paying to the Clerk of the Peace in whose Custody the same may be the Sum of One Shilling for every such Inspection, and for furnishing Copies of or Extracts from the same Account after the Rate of Sixpence for every One hundred Words: Provided always, that if such Account should not be prepared, audited, and certified, and a Copy thereof transmitted to such Clerk of the Peace, within the Time and in Manner herein-before provided, the said Company shall forfeit for each such Offence any Sum not exceeding Twenty Pounds, which shall be recovered and applied in the same Manner as other Forfeitures or Penalties incurred by the said Company are hereby directed to be recovered and applied.

XLII. And whereas it was by the said recited Act enacted, that if any Person should throw or place, or wilfully scatter or drop, any Gravel, Stone, Rubbish, or other Matter or Thing upon any Part of the Railway thereby authorized to be made, or should, unless by the Authority of the said Company, extinguish any Light or Lamp set up by the said Company on or near the said Railway for the Purpose of lighting the same, or should wilfully obstruct or prevent any Person in the lawful Execution of that Act, or should do any Act or Thing to obstruct the free Passage of the said Railway or any Part thereof, he should forfeit and pay any Sum not exceeding Ten Pounds for every such Offence: And whereas it is expedient that further and more effectual Provision should be made for preventing Accidents upon the said Railway; be it therefore enacted, That the said recited Provision shall be and the same is hereby repealed.

Repealing the Clause inflicting a Penalty on Persons obstructing the free Passage of the Railway.

XLIII. And be it further enacted, That if any Person shall throw or place, or wilfully scatter or drop, any Gravel, Stone, Rubbish, or other Matter or Thing upon any Part of the Railway authorized by the said recited Act or this Act to be made, or shall extinguish any Light or Lamp set up by the said Company on or near the said Railway or other Works for the Purpose of lighting the same, unless by Authority of the said Company, or shall do any Act, Matter, or Thing to obstruct the free Passage of the said Railway or any Part thereof, he shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Penalty for obstructing the free Passage of the Railway.

XLIV. And be it further enacted, That if by the wilful or malicious Act or Omission of any Person, or by the negligent Conduct of any Servant of the said Company in the Execution of his Duty, the Life or Limb of any Person passing along or who shall be otherwise upon the said Railway or the Works thereof respectively shall be or might be injured or endangered, every Person who shall be guilty of such Act, Omission, or Neglect respectively shall be deemed guilty of an Offence against the said recited Act, and being convicted thereof upon the Oath of One or more Witness or Witnesses before any Two or more of Her Majesty's Justices of the Peace for the County or Place wherein the said Offence shall be committed,

For Punishment of Persons obstructing the Railway, or guilty of Negligence or Misconduct thereon.

committed, who are hereby authorized and required, upon Complaint to them made upon Oath, to take cognizance thereof, and to act summarily in the Premises, shall for every such Offence forfeit and pay a Sum not exceeding Ten Pounds, to be recovered and applied in like Manner as Penalties imposed by the said recited Act are directed to be recovered and applied, and in default of Payment thereof shall, in the Discretion of such Justices, be imprisoned, with or without hard Labour, for any Term not exceeding Three Calendar Months, or, being indicted and convicted of any such Offence as aforesaid before any Court of Quarter Sessions or Court of Assize, shall, at the Discretion of such Court, be imprisoned, with or without hard Labour, for any Period not exceeding Two Years.

For preventing Frauds on the Carriers on the Railway.

XLV. And be it further enacted, That if any Person who shall have, either personally or by the Agency of some other Party, at any Time taken a Place or Seat or paid the Fare or been booked for the Purpose of being carried in, upon, or by any of the Coaches or Carriages of the said Company, or any other Company or Person using the said *Manchester and Birmingham* Railway, from one Place to another Place, shall knowingly or wilfully refuse or neglect to quit such Coach or Carriage on arriving at the Point to which he has paid his Fare or been booked or taken his Place or Seat, or shall knowingly or wilfully ride or proceed or attempt to ride or proceed in the same or in any other Coach or Carriage to a Place more distant than that to which he shall have so taken a Place or Seat or paid the Fare or been booked, without previously paying to the said Company or other Company or Person aforesaid the additional Fare or Price of Carriage to such more distant Place, or if any Person shall at any Time hereafter knowingly or wilfully ride or be in any of the said Company's Coaches or Carriages without having previously paid to the said Company or other Company or Person aforesaid his Fare or the Charge of his Carriage, every such Person shall forfeit and pay any Sum not exceeding Forty Shillings, with Costs, to be recovered and applied in the same Way as any other Penalty or Forfeiture under the said recited Act, unless the Person or Persons so offending shall forthwith pay the Amount of the Fare legally due from him, or otherwise deposit a Security for the Time to the full Amount of the said Fare; and if any Person or Persons shall be discovered in or after the Commission or Attempt to commit any such Offence as aforesaid, it shall be lawful for all Officers and Servants and other Persons on behalf of the said Company, and for all Constables, Gaolers, and Peace Officers, to apprehend and detain every such Person until he can be conveniently taken before some Justice of the Peace, or until he may be otherwise discharged by due Course of Law.

Punishment of Persons in the Service of the Company for Misconduct.

XLVI. And be it further enacted, That if any Engineman or other Person having the Care or Charge of any Engine upon the said Railway, or if any other Person in the Service of the Company, shall be upon the said Railway or Works in a State of Drunkenness or Inebriety, every such Offender shall for every such Offence forfeit and pay a Sum not exceeding Ten Pounds, to be recovered and applied

applied in like Manner as Penalties imposed by the said recited Acts are directed to be recovered and applied.

XLVII. And whereas it is by the said recited Act enacted, that in all Cases in which it might be necessary for any Persons or Corporations to serve any Summons or Demand, or any Notice, or Writ or other Proceeding, at Law or in Equity, upon the said Company, personal Service thereof upon the Clerk of the said Company, or leaving the same at the Office of the Clerk of the said Company, or delivering the same to some Inmate at such Office, or in case the same should not be found or known, then personal Service thereof upon any Agent of or Officer employed by the said Company, or upon any Director of the said Company, or delivering the same to some Inmate of the last or usual Place of Abode of such Agent or Officer or Director, should be deemed good and sufficient Service of the same respectively on the said Company: And whereas it is expedient that such Provision should be repealed; be it therefore enacted, That the same shall be and is hereby repealed.

Repealing Clause as to Service of Notices on the Company.

XLVIII. And be it further enacted, That in all Cases in which it shall be necessary to give or serve any Summons or Demand, Notice, Writ, or other Proceeding, at Law or in Equity, upon the said Company, the same shall be given to or served upon or left at the usual Place of Abode of the Clerk, Treasurer, or Secretary of the said Company; or in case there shall be no such Clerk, Treasurer, or Secretary, then the same shall be given to or served upon or left at the usual Place of Abode of One at least of the Directors of the said Company, and such Service shall be deemed good and sufficient Service on the said Company.

Declaring what shall be a good Service of Notice on the Company.

XLIX. And whereas it is by the said recited Act enacted, that the said Company shall from Time to Time cause the Names of the several Corporations, and the Names and Additions of the several Persons who shall then be or who shall from Time to Time thereafter become entitled to any Share or Shares in the said Undertaking, with the Number of Shares of which they are respectively possessed, and also the proper Number by which every Share shall be distinguished, and the Amount of Subscriptions paid thereon, to be fairly and distinctly entered in a Book to be kept by an Officer of the said Company, and after such Entry made to cause their Common Seal to be affixed thereto; and it is by the same Act further enacted, that every Proprietor of the said Undertaking (or in case of a Corporation their Clerk or Agent duly appointed) might at all convenient Times have recourse to and peruse the said Book *gratis*, and might demand and have Copies thereof or of any Part thereof, paying at and after the Rate of Sixpence for every One hundred Words so to be copied; and if any such Clerk or other Officer of the said Company should refuse to permit any such Proprietor or Agent as aforesaid to peruse such Book at all convenient Times, or refuse to make such Copy within a reasonable Period at the Rate aforesaid, he should for every such Offence forfeit and pay the Sum of Forty Shillings for the Benefit of the said Undertaking: And whereas it is expedient that the said last-recited Provision should be varied in manner herein-after

Repealing the Clause requiring the Book containing List of Proprietors to be kept open to Inspection, &c.

expressed; be it therefore enacted, That the said recited Provision authorizing such Proprietors, Clerks, and Agents respectively to have recourse to and peruse the said Book, and to demand and have Copies thereof, and imposing such Penalty as aforesaid for any Refusal to permit such Perusal or to make such Copy, shall be and the same is hereby repealed.

Company to enter and keep List of Proprietors of Shares which shall be open to the Inspection of the Proprietors.

L. And be it further enacted, That the said Company shall, in some proper Book to be provided by them for that Purpose, enter and keep a true Account for the Time being of the Places of Abode of the several Proprietors of the said Undertaking, and of the Names and Descriptions of the several Corporations and Persons who shall from Time to Time be Proprietors of or entitled to any Share in the Capital of the said Company, according to the Entries of such Places of Abode, Names, and Descriptions respectively in the Share Register Book of the said Company; and every Proprietor of the said Undertaking (or in the Case of a Corporation Aggregate the Clerk or Agent of such Corporation duly appointed) may at all convenient Times, and for a reasonable Period on each Occasion, have Access to such Book, at the principal Office for the Time being of the said Company, and may peruse the same *gratis*, and may demand and have Copies thereof or of any Part thereof, paying at and after the Rate of Sixpence for every One hundred Words so to be copied.

Mortgagees, Lessees, Secretary, &c. may be Witnesses.

LI. And be it further enacted, That no Person shall be deemed incompetent to give Evidence, or be disqualified from giving Testimony or Evidence, in any Action, Suit, Prosecution, or other legal Proceedings to be brought or had in any Court of Law or Equity, or before any Justice of the Peace, by or against the said Company or otherwise, under or by virtue of the said recited Act or this Act, by reason of being a Mortgagee of the Tolls, or Creditor of the said Company, Farmer, Lessee, or Collector of such Tolls, Secretary, Clerk, Engineer, or other Officer or Servant of the said Company, nor shall such Testimony or Evidence for any of the Reasons aforesaid be rejected or liable to be set aside.

Affirmation may be substituted for an Oath.

LII. And be it further enacted, That every Juryman, Witness, or other Person now or for the Time being authorized by Law instead of taking an Oath to make his solemn Affirmation, shall make such Affirmation in every Case in which by the said recited Act or this Act an Oath is required to be taken; and every Justice of the Peace, Sheriff, and other Person by this Act authorized and required to administer an Oath shall in the Case of every Juryman, Witness, or other Person so authorized by Law as aforesaid take his solemn Affirmation instead of administering an Oath; and if any Person taking an Oath required by this Act, or making his solemn Affirmation instead of taking such Oath, shall wilfully swear or affirm falsely, such Person shall, on Conviction, be deemed guilty of Perjury, and be punished accordingly.

Provision as to Limitation of Actions

LIII. And whereas it was by the said recited Act enacted, that no Action, Suit, or Information, nor any other Proceedings, of what Nature soever,

soever, should be brought, commenced, or prosecuted against any Person, for any thing done or omitted to be done in pursuance of the said Act, or in the Execution of the Powers or Authorities or any of the Orders made, given, or directed in, by, or under the said Act, unless Ten Days previous Notice in Writing should be given by the Party intending to commence and prosecute such Action, Suit, Information, or other Proceeding, to the intended Defendant, or unless such Action, Suit, Information, or other Proceeding should be brought or commenced within Six Calendar Months next after the Act committed, or in case there should be a Continuation of Damage then within Six Calendar Months after the doing or committing of such Damage should have ceased, nor unless such Action, Suit, Information, or Proceeding should be laid and brought in the County or Place within which the Matter in dispute or Cause of Action should have arisen; and that the Defendant in such Action, Suit, Information, or Proceeding might plead the General Issue, and give the said Act and the Special Matter in Evidence, at any Trial to be had thereupon, and that the Acts were done or were omitted to be done (as the Case might be) in pursuance or by the Authority of the said Act; and if they should appear to have been so done, or to have been so omitted to be done, or that such Action, Suit, Information, or Proceeding should have been brought otherwise than was therein-before directed, then and in every such Case the Jury should find for the Defendant, and upon such Verdict, or if the Plaintiff should become nonsuited, or should suffer a Discontinuance of his Action, Suit, Information, or other Proceeding after the Defendant should have appeared thereto, or if a Verdict should pass against the Plaintiff therein, or if upon Demurrer or otherwise Judgment should be given against the Plaintiff, the Defendant should have his Costs, and should have such Remedy for recovering the same as Defendants have for recovering Costs of Suit by Law in other Cases: And whereas it is expedient that the said recited Provision should be repealed; be it therefore enacted, That the said recited Provision shall be and the same is hereby repealed.

recited and
repealed.

LIV. And be it further enacted, That all the Costs, Charges, and Expences of obtaining and passing this Act, and of making the Surveys, Plans, and Estimates, and all other Costs, Charges, and Expences in any way incident thereto, shall be paid and defrayed by the said Company out of the Money already raised and received, or out of the first Money to be raised or received by virtue of the said recited Act or this Act, in preference to any other Payment whatsoever.

For defraying
Expences of
this Act.

LV. And whereas the Line of the *Sheffield, Ashton-under-Lyne, and Manchester* Railway is intended to communicate with the Line of the said *Manchester and Birmingham* Railway near *Blind Lane* in the Township of *Ardwick*, about Three Quarters of a Mile from the Terminus of the said last-mentioned Railway at *Store Street* in the Parish of *Manchester*, and it is by the said recited Act enacted, that the said *Manchester and Birmingham* Railway Company shall be entitled to charge Rates or Tolls for One Mile only in respect

This Act not
to affect Pro-
visions of re-
cited Act as
to Amount of
Tolls payable
by Sheffield
and Man-
chester Rail-
way Com-
pany for

Goods passing from their Line of Railway.

of all Articles, Persons, and Things passing to or from the said *Sheffield, Ashton-under-Lyne, and Manchester* Railway, from or to the said Station in *Store Street* aforesaid; be it therefore enacted, That nothing in this Act contained shall extend to authorize or empower the said *Manchester and Birmingham* Railway Company to demand or receive any greater Sum in respect of the several Articles, Matters, Persons, and Things which shall pass upon or along the said *Manchester and Birmingham* Railway, as by this Act authorized to be altered, extended, or enlarged, to or from the Terminus thereof by this or the said recited Act authorized to be made, from or to the said *Sheffield, Ashton-under-Lyne, and Manchester* Railway, than by the said recited Act they are authorized to demand and receive in respect of the same Articles, Matters, Persons, and Things passing along the said *Manchester and Birmingham* Railway, as by the said recited Act authorized to be made, between the Terminus thereof and the said *Sheffield, Ashton-under-Lyne and Manchester* Railway near *Blind Lane* aforesaid.

Company may purchase Land sufficient for a Station for the *Sheffield and Manchester* Railway.

LVI. And be it further enacted, That it shall be lawful for the said *Manchester and Birmingham* Railway Company to purchase all or so much of the Lands mentioned and described on the Plans and in the Books of Reference deposited with the Clerk of the Peace for the County of *Lancaster*, as in the said recited Act and this Act mentioned, as has been or may be hereafter agreed to be supplied by them to the said *Sheffield, Ashton-under-Lyne, and Manchester* Railway Company, for the Purpose of providing a sufficient Depot or Station, or Depôts and Stations, Sidings, Warehouses, and other Conveniences for the Use of the said last-mentioned Company, and to convey the same and any other Lands already purchased by the said *Manchester and Birmingham* Railway Company, and agreed or which may hereafter be agreed to be supplied as aforesaid to the said *Sheffield, Ashton-under-Lyne, and Manchester* Railway Company, who are hereby empowered to purchase or rent the same Lands upon such Terms and Conditions as may from Time to Time be agreed on between the said Two Companies.

For Construction of a Tunnel through the Lands belonging to *Richard Edensor Heathcote, Esq.*

LVII. And whereas it is intended that the said Railway, as the same is hereby authorized to be deviated, shall be carried through Part of the Estate of *Richard Edensor Heathcote of Longton Hall* in the County of *Stafford*, Esquire, within and along a Tunnel; be it therefore enacted, That the said Company shall and they are hereby authorized and required, at their own Expence, and in a good and substantial Manner, and to the reasonable Satisfaction of the said *Richard Edensor Heathcote*, his Heirs or Assigns, to construct, and afterwards for ever to maintain in substantial Repair and Condition, a good and sufficient Tunnel, with proper Parapet Walls, under such of the Lands of the said *Richard Edensor Heathcote*, situate in the Township of *Talk on the Hill* in the Parish of *Audley* in the County of *Stafford* as are numbered 17, 17a, 18, and 21, on the said Maps or Plans so deposited as aforesaid, and so that such Tunnel shall commence in the Field numbered 17 on the said Maps or Plans and Books of Reference at a certain Point in the said Field agreed upon between the said Company and the said *Richard Edensor Heathcote*,

Heathcote, and shall be continued in a Southerly Direction for the Length of One hundred and fifty-four Yards at the least.

LVIII. Provided always, and be it further enacted, That the said Company may effect the Construction of the aforesaid Tunnel by means of Tunnelling only, or by means of open Cutting, or partly by each of such Means; but in case any open Cutting shall be adopted such Cutting shall be done in distinct Lengths not exceeding Half a Chain each, and no more than Two such Lengths shall be in the Course of Construction, nor shall any greater Extent of Surface be broken, and not restored to its former Condition, at the same Time; and when and as soon as any distinct Part of the said Tunnel shall have been made by open Cutting as aforesaid the said Company shall fill up such Cutting, and restore the Surface over such Part of the said Tunnel to its former State and Condition, or as near thereto as can be; provided that the said Tunnel, or such Part thereof as shall be constructed by means of open Cutting, shall be completed and the Surface restored as aforesaid within Six Calendar Months next after any such open Cutting, or the Works connected therewith, shall have been commenced.

Mode of constructing the Tunnel, &c. through Land of R. E. Heathcote, Esq.

LIX. Provided also, and be it further enacted, That the Soil above the said proposed Tunnel shall remain the sole Property of the said *Richard Edensor Heathcote*, his Heirs and Assigns; but it shall be lawful for the said Company from Time to Time, if and when there shall be Occasion, to enter upon and remove the Soil lying above the said Tunnel, for the Purpose of maintaining or repairing the same, the said Company making Compensation to the said *Richard Edensor Heathcote*, his Heirs and Assigns, for all Injury to be thereby sustained by him or them, and restoring such Land, as soon as can be, to its former State and Condition, and observing in such Repairs the same Restrictions as are herein-before expressed concerning the original Construction of such Tunnel.

The Property in the Soil above the Tunnel not to vest in the Company.

LX. Provided also, and be it further enacted, That the said Company shall not, in the Construction of the said Railway, or the Exercise of any of the Powers vested in them, fill up, destroy, or in any Manner injure any Coal Pit or Shaft now being in or upon the Lands of the said *Richard Edensor Heathcote* in the said Township of *Talk upon the Hill*, and shall construct the said Railway in such Manner that the same, or any Cutting or other Work for the Purposes thereof, except the aforesaid Tunnel, shall not be carried or made within Forty Feet of either of such Pits or Shafts, in order that clear Bank Room to that Extent may, notwithstanding the Construction of the said Railway and the Works thereof, be left round each of such Pits or Shafts.

For Protection of Coal Pits on Lands of R. E. Heathcote, Esq.

LXI. Provided also, and be it further enacted, That the said Company shall at their own Expence, and in an effectual and substantial Manner, and to the reasonable Satisfaction of the said *Richard Edensor Heathcote*, his Heirs and Assigns, construct a Pool in lieu of such one of the Pools on the said Lands of the said *Richard Edensor Heathcote*, and used for the Purposes of the Water Engine thereon, as may be destroyed or rendered unserviceable by the Construction of the said Railway, which substituted Pool shall be of equal Dimensions

Company to construct a Pool in lieu of one on Lands of R. E. Heathcote used for the Purposes of the Railway.

with the said Pool which may be so destroyed or rendered unserviceable, and shall be made in such Place upon the said Lands as shall be required by the said *Richard Edensor Heathcote*, his Heirs or Assigns, and shall be so made and rendered fit for Use before the other shall be destroyed or rendered unserviceable or otherwise interfered with.

Repeal of
Clauses in
the recited
Act applying
to the Con-
struction of
the Railway
through the
Lands of
Thomas Kin-
nersly, Esq.

LXII. And whereas various Clauses and Provisions are contained in the said recited Act specially applicable to the Construction and Maintenance of the said Railway and the Works connected therewith in and through the Lands of *Thomas Kinnersley of Clough Hall* in the County of *Stafford*, Esquire, and several of such Clauses and Provisions will, by reason of the Alteration of the Line or Course of the said Railway hereby authorized to be made in the several Parishes of *Wolstanton* and *Audley* in the County of *Stafford*, become inapplicable or require to be altered or amended; be it therefore enacted, That all and singular the aforesaid Clauses and Provisions shall be and the same are hereby repealed.

The Com-
pany to con-
struct the
Railway ac-
cording to
the altered
Line, so far as
it affects the
Clough Hall
Estate; and
limiting De-
viation from
Plans and
Sections.

LXIII. Provided always, and be it further enacted, That it shall not be lawful for the said Company to make and construct the said Railway in, through, or under the Lands of the said *Thomas Kinnersly* in the Line or Course and according to the Level in and according to which the same was by the said recited Act authorized and directed to be made, except as to such Part of the original Line of the said Railway in the Parishes of *Wolstanton* and *Audley* to which the Alteration by this Act authorized to be made does not apply; and the said Company shall construct and maintain the Portion of Railway hereby authorized to be altered in and through the Lands of the said *Thomas Kinnersly*, and also in and through the Lands lying between the Point of Commencement of such altered Line in the Field in the said Township of *Ranscliffe* numbered 2, and the Field in the said Township of *Talk on the Hill* otherwise *Talk o' th' Hill* numbered 23 in the Map or Plan next herein-after referred to, in the altered Line and according to the Levels delineated and described in the Map or Plan and Section of the Alterations hereby authorized, and which Map or Plan and Section are herein-before mentioned to have been deposited with the Clerk of the Peace for the County of *Stafford*; and the said Company shall not deviate from the said altered Line, or from such Part of the original Line to which the Alteration hereby authorized does not extend, so far as the same respectively are intended to be made or passed in, through, or under the Lands of the said *Thomas Kinnersley*, and in, through, or under the several other Lands lying between the Field in the Township of *Talk on the Hill* otherwise *Talk o' th' Hill*, and numbered 72 on the said last-mentioned Plan, and the said Field in the said Township numbered 23 on the same Plan, to an Extent which shall exceed Five Yards on either Side of the same Line at the Point where the same Railway shall be carried under or intersect the Line of the Road adjacent to *Hollinwood Farm House*, which constitutes Part of the Carriage Approach to *Clough Hall*, without the Consent in Writing of the said *Thomas Kinnersly*, his Heirs or Assigns, to such Deviation, and also shall not, without the like Consent, deviate

in the aforesaid Lands from the Levels described in the said Section lastly herein-before mentioned to any Extent exceeding the limited Deviation of Levels by the said recited Act and this Act respectively authorized.

LXIV. And whereas the said altered Line of Railway is intended to pass through Part of the Estate of the said *Thomas Kinnersly*, and also through Part of the said other Lands lying between the aforesaid Field in the Township of *Talk on the Hill* otherwise *Talk o' th' Hill* numbered 23, and a Field of the said *Thomas Kinnersly* in the same Township numbered 68 on the said Plan herein-before mentioned to be deposited with the Clerk of the Peace for the County of *Stafford*, within and along a Tunnel which is marked in the same Plan and Section deposited therewith; be it therefore enacted, That the said Company shall and they are hereby required to make and maintain the said Tunnel in, through, and under all the said Lands, as well of the said *Thomas Kinnersly* as of any other Person in, through, and under which the said Tunnel is intended to be made as aforesaid, and without any Alteration thereof in Length or otherwise, except any such limited Deviation in the Line or Level thereof as is herein-before authorized, or unless such Alteration in any of the same Lands, whether of the said *Thomas Kinnersly* or any other Person, shall be made with the Consent in Writing of him the said *Thomas Kinnersly*, his Heirs or Assigns.

The Tunnel through Part of the Clough Hall Estate to be made as marked on the said Plan and Section of the altered Line.

LXV. Provided always, and be it further enacted, That the said Company shall construct and maintain the aforesaid Tunnel and the Works connected therewith, so far as the same shall be made in, through, or under or shall affect any of the Lands of the said *Thomas Kinnersly*, or the Roads herein-after severally mentioned, by means of Tunnelling only, and not by open Cutting, and shall not, either in the original Construction of the said Tunnel or otherwise, make any Cutting, Pit, Eye, Shaft, or other Opening, whether temporary or permanent, in or from or to the Surface of any Part of the Lands of the said *Thomas Kinnersly*, or in, from, or to that Portion of the Road adjacent to *Hollinwood Farm House* which constitutes a Part of the Carriage Approach to *Clough Hall* aforesaid, and under which Road the said Tunnel is intended to be made, or in, from, or to any Lands lying within the Distance of One hundred Yards from the Point at which the said Tunnel shall be carried under or intersect the Line of the same Carriage Road, or in, from, or to a Road lying on the Southern Side of Two Fields of the said *Thomas Kinnersly* in the aforesaid Township of *Talk on the Hill* otherwise *Talk o' th' Hill* numbered respectively 30 and 23 on the aforesaid Plan, and called respectively the *Little Lunts* and the *Big Lunts*, or in, from, or to a certain Occupation Road used by the said *Thomas Kinnersly*, and leading from *Ashton Hough Lane* to the Pool and Lands of the said *Thomas Kinnersly* constituting his *Baths Estate*, or which shall in any Manner affect the free Use and Enjoyment of the said respective Roads or any of them.

Mode of Construction of the Tunnel so far as it affects the Clough Hall Estate.

LXVI. Provided also, and be it further enacted, That the Soil above and on each Side of the said proposed Tunnel so far as the

The Property in the Soil above and on both Sides of same

the Tunnel in the Clough Hall Estate not to be vested in the Company.

same shall be made in or through the Estate of the said *Thomas Kinnersly*, with all Mines and Minerals therein, and all Waters and Watercourses thereon, shall remain the sole Property of the said *Thomas Kinnersly*, his Heirs and Assigns, and shall not, under the Provisions of the said recited Act or of this Act, vest in the said Company; but the last preceding Provision shall be without Prejudice to the Right of the said Company eventually to purchase or require to be left ungotten, pursuant to the Provisions and in the Manner in that Behalf in the said recited Act contained, such of the said Mines and Minerals as the Owner, Lessee, or Tenant thereof for the Time being shall be desirous of working.

On Abandonment of Railway the Portion of the Tunnel in the Clough Hall Estate to be at the Disposal of Mr. Kinnersly.

LXVII. Provided also, and be it further enacted, That if, in consequence of the said Railway being abandoned or given up by the said Railway Company, the said Tunnel shall not be used or employed by the said Company for the Purposes of a Railway for the Space of Seven Years, then and in such Case such Parts of the said Tunnel as shall be made in or under the Lands of the said *Thomas Kinnersly* shall revert to and be at the entire Disposal of the said *Thomas Kinnersly*, his Heirs and Assigns.

For the Protection of the Pools, Watercourses, and Roads on the Clough Hall Estate.

LXVIII. Provided also, and be it further enacted, That it shall not be lawful for the said Company, in the Construction or by the Effect or in consequence of the said Railway or other Works, to make use of, fill up, divert, vary the State and Level of, or the Supply of Water to, or otherwise injure or affect, any of the Pools in the Lands of the said *Thomas Kinnersly*, or the Waters therein, or any of the Springs or Watercourses supplying or running into, through, or out of them respectively, and the said Company shall not divert or otherwise affect the aforesaid Carriage and Occupation Roads of or used by the said *Thomas Kinnersly* respectively, without in any of the Cases aforesaid the Consent in Writing of the said *Thomas Kinnersly*, his Heirs or Assigns.

For the Construction of a Bridge on the Estate of Mr. Kinnersly.

LXIX. And be it further enacted, That for the Purpose of preserving a convenient Communication between such Parts of the Estate of the said *Thomas Kinnersly* as will be severed by the said intended Railway, the said Company shall and they are hereby required, at their Expence, to make and for ever maintain and repair One good and substantial Occupation Bridge of Brick, Stone, or Iron, over the said Railway, at such Point lying to the South of the Southernmost End of the aforesaid Tunnel as shall be fixed upon by the said *Thomas Kinnersly*, his Heirs or Assigns, with Parapet Walls on each Side of such Bridge, and not less than Four Feet above the Surface of such Bridge.

No Station, &c. to be made on the Estate of Mr. Kinnersly.

LXX. And be it further enacted, That no Road, Wharf, Yard, Engine Station, loading or unloading Place, Warehouse, Toll House, Building, Machine, or Machinery, nor any Tramroad or Inclined Plane, shall at any Time or Times hereafter be made or erected by the said Company on any Part of the Estate of the said *Thomas Kinnersly*, nor shall any of the Lands, Parcel of the said Estate, be taken or used by the said Company for such Purposes or any of them,

them, without in each of the aforesaid Cases the previous Consent in Writing of him, his Heirs or Assigns.

LXXI. Provided always, and be it further enacted, That within Twelve Calendar Months after the Completion of the said Railway, in any Part where the same shall be carried upon or by means of any Embankment through any of the Lands of the said *Thomas Kinnersly* the said Company shall trim and form the respective Slopes of such Embankments to an uniform Inclination, and cover the same with Top Soil, and (as may be required by the said *Thomas Kinnersly*, his Heirs or Assigns) shall either sow the same with Grass Seeds, or otherwise shall effectually plant such Slopes with Shrubs, and shall from Time to Time maintain such Slopes in a permanent State of Grass or Plantation as may be so required: Provided nevertheless, that the Right of Property in the said Slopes, and the Grass and Shrubs growing thereon for the Time being, shall be in the said Company; and that it shall be lawful for them from Time to Time to cut down and remove so many of the said Shrubs as by overhanging the Works of the said Railway or otherwise may be injurious thereto, or which from Decay or other Cause it shall be proper to cut down.

Company to plant certain Slopes on the Estate of Mr. Kinnersly.

LXXXII. And be it further enacted, That it shall not be lawful for the said Company, without the previous Consent in Writing of the said *Thomas Kinnersly*, his Heirs or Assigns, to take possession of, or to purchase, acquire, or use, any Part of the Lands of the said *Thomas Kinnersly*, other than the Site of the said intended Railway (including such Tunnel, Cuttings, or Embankments as aforesaid), for any of the Purposes mentioned in the said recited Act or this Act, or for any other Purpose whatsoever, or to dig, cut, get, take, remove, or carry away out of or from such Lands, except as aforesaid, any Soil, Gravel, Clay, Sand, Stone, or other Materials: Provided always, that the said Company shall be at liberty to take temporary Possession of such Land of the said *Thomas Kinnersly* lying on each Side of the said Railway as may be wanted for the Purpose of depositing thereon the Top Soil of his Lands passed by the said Railway until such Top Soil shall be laid upon the Slopes of the Cuttings and Embankments.

Company not to take or use any of the Lands of Mr. Kinnersly, except those required for the Purposes of the Railway.

LXXIII. Provided nevertheless, and be it further enacted, That it shall be lawful for the said Company, in case it shall by reason of any Accident which shall have happened or shall be reasonably apprehended to the said Tunnel or any Part thereof, after the actual Construction thereof in the Manner herein-before provided, be necessary or expedient for them so to do, to take temporary Possession of the Lands of the said *Thomas Kinnersly* lying above or on either Side of the said Tunnel for the Purpose of repairing the same, and to use the same Lands as may be necessary or expedient for such Purpose, they the said Company effecting such Repairs with all reasonable Despatch, and doing no unnecessary Damage to the Lands of the said *Thomas Kinnersly*, and making full Compensation for the actual Damage to be occasioned thereto.

Company may take temporary Possession of certain Lands of Mr. Kinnersly in case of Accident to Tunnel.

The Tunnel through the Estate of the Devises of John Lockett not to be open Cutting.

LXXIV. And be it further enacted, That the said Railway, so far as it passes through the Estate called *Hollinwood*, belonging to the Devises and Representatives of *John Lockett* deceased, shall be made and formed by Tunnelling, and without cutting or removing the Surface of the Ground under which it shall pass.

The Property in the Soil above the Tunnel not to be vested in the Company.

LXXV. And be it further enacted, That the Soil above and on each Side of the proposed Tunnel through the same Estate, with all the Mines and Minerals therein, shall remain the Property of the Devises or Representatives of the said *John Lockett*, their Heirs and Assigns, and shall not, under the Provisions of this Act, vest in the said Company.

Company to plant certain Slopes on the Estate of C. B. Lawton, Esq.

LXXVI. And be it further enacted, That the said Company shall at their Expence, within Twelve Calendar Months after the Completion of the said Railway through the Estate of *Charles Bourne Lawton* of *Lawton Hall* in the County of *Chester*, Esquire, either sow with Grass Seeds or plant (at the Option of the said *Charles Bourne Lawton*, or other the Person or Persons entitled to the said Estate, or his or their Guardian or Guardians,) the Slopes of the said Railway Embankments in the said Estate, and shall from Time to Time maintain such Slopes in a permanent State of Grass or Plantation as may be so required; and that so far as regards the Slopes of the North Side of the intended Embankments between the *Newcastle* and *Congleton* Turnpike Road and the *Trent* and *Mersey* Canal, the same shall be planted with Evergreen Trees or Shrubs, if required by the said *Charles Bourne Lawton* or other the Person or Persons aforesaid; and the Right of Property in all the said Trees and Shrubs shall be in the said *Charles Bourne Lawton* and other the Owner or Owners for the Time being of the said Estate.

For the Construction of a Bridge for the Carriage Drive to Lawton Hall.

LXXVII. And be it further enacted, That the present Carriage Drive or Road from the Lodge on the *Congleton* Road to *Lawton Hall* shall be carried over the Railway, and for that Purpose the said Company shall at their Expence make and construct, and at all Times maintain and keep in good Repair, a Bridge or Tunnel over which the said Carriage Drive shall pass, and such Bridge or Tunnel shall be extended to a Distance of Twenty Yards on each Side of the said Drive, and shall have proper Parapets and Wing Walls at each End thereof of an ornamental Character, and there shall be no Eyes or Openings in the Top of the said Bridge or Tunnel; and that the said Company shall also raise and carry out the Surface of the said Carriage Drive so as to form on the Western Side from the Summit of the said Bridge or Tunnel to the present Surface of the said Drive a uniform Inclination of not less than One Foot in Thirty Feet, and on the Eastern Side from the said Summit a level Line until it wears out in the present Surface; and that the said Company shall cause the Slopes or Embankments on each Side of the said raised Carriage Drive to be properly formed and dressed, and laid with Turf or planted, as the said *Charles Bourne Lawton* or other the Person or Persons entitled to his Estate, or the Guardian or Guardians of such Person or Persons, may direct; and that the said Company shall cause the said Roadway when formed to be covered with hard Materials, as the same is at present

present covered; and that the Soil above and on each Side of the said Tunnel or Bridge shall belong to the said *Charles Bourne Lawton* and the Owner or Owners for the Time being of the said Estate, but the said Company and all Persons employed by them shall have free Access at all Times through the same to the said Tunnel for the Purpose of Repairs, doing as little Damage to the Surface as the Case will admit, and repairing and making good all such Damage as shall be so done.

LXXVIII. And be it further enacted, That the Portion of the said Line of Railway which passes through *Lawton Park*, between the said Carriage Drive and the *Congleton* and *Newcastle* Turnpike Road, shall be fenced on each Side, by and at the Expence of the said Company, either with an ornamental Iron Fence, or with an axed Stone Wall set in Mortar, (at the Option of the said *Charles Bourne Lawton* or other the Person or Persons entitled to his Estate, or his or their Guardian or Guardians,) such Fence or Wall to be of the Height of Five Feet, and such Wall to be so placed as to be entirely screened from View from the Lawn on the Eastern Side of the Mansion of the said *Charles Bourne Lawton* called *Lawton Hall*; and that in all Places where the Cuttings for the said Railway shall not be sufficiently deep to conceal from View from the said Lawn Objects passing along the said Railway, the said Company shall, if required by the said *Charles Bourne Lawton* or other the Person or Persons aforesaid, within Fourteen Days after he or they shall have received Notice in Writing from the said Company that they are prepared to enter into Contracts for the Earth Work for the said Railway through the said Park, cause artificial Mounds to be thrown up on the Westward Side of the Cuttings for the said Railway through the said Park, regularly sloped down to the adjoining Land, so as to conceal such Objects.

Provision as to fencing the Railway passing through *Lawton Park*.

LXXIX. And be it further enacted, That besides the aforesaid Bridge or Tunnel the said Company shall make and for ever maintain the following Bridges and Tunnels in the said Estate of the said *Charles Bourne Lawton*; that is to say, Two substantial Bridges of an ornamental Character, to be approved of by the said *Charles Bourne Lawton* or other the Person or Persons entitled to the said Estate, or his or their Guardian or Guardians, of the clear Width of Twelve Feet between the Parapets, to be erected over the said Railway within the said Park in such Places as the said *Charles Bourne Lawton* or other the Person or Persons aforesaid shall require; Two substantial Bridges over the said Railway in the Farm and Lands of the said *Charles Bourne Lawton*, called the *Bleeding Wolf Farm*; a substantial Tunnel under the said Railway between the Turnpike Road to *Burslem* and the *Trent* and *Mersey* Canal; and a substantial Tunnel and another substantial Bridge between the said Canal and the Termination of the said *Charles Bourne Lawton's* Estate; all which said last-mentioned Bridges and Tunnels shall be erected or constructed in such Places as the said *Charles Bourne Lawton* or other the Person or Persons aforesaid shall direct; and in which such Erection or Construction in the Manner and of the Dimensions herein provided shall not interfere with the Construction

For Construction of certain Bridges on the Estate of *C. B. Lawton, Esq.*

tion of the said Railway according to the Course and Level thereof respectively delineated and laid down in the Maps and Plans so deposited as aforesaid, or otherwise in manner hereby authorized; and the said Tunnels respectively shall be of the clear Width or Space of not less than Fifteen Feet, and of the Height of not less than Fifteen Feet; and the said Bridges shall be of the clear Width of not less than Twelve Feet between the Parapets; and the said Company shall also make and maintain good Approaches to all the said Bridges and Tunnels, but shall not be required to keep the Roadway or Surface of such Approaches in repair.

Company not to erect certain Buildings, &c. on Portions of the Estate of C. B. Lawton, Esq.

LXXX. And be it further enacted, That no Road, Wharf, Yard, Engine Station, loading or unloading Place, House, Office, Warehouse, Toll House, Building, Machine, or Machinery (except Cranes or such like Machines for the Execution and during only the Progress of the Works) shall be made or erected on any Part of the said *Charles Bourne Lawton's* Estate Northward of the *Trent and Mersey* Canal, neither shall any Bricks be made or fired on such last-mentioned Part of the said Estate; and that no Soil, Gravel, Clay, Sand, or Stone shall be taken in any Part of the said Estate other than in the Lands included in the Sale made by the said *Charles Bourne Lawton* to the said Company, and that no Spoil shall be deposited on any Part of the said Estate Northward of the said *Burslem* Turnpike Road, without, in each of the aforesaid Cases, the previous Consent in Writing of the said *Charles Bourne Lawton*, or other the Owner or Owners for the Time being of the said Estate, or his or their Guardian or Guardians aforesaid.

Company to complete Railway through the Estate of C. B. Lawton, Esq., within Two Years after taking Possession of any Part of the Estate.

LXXXI. And be it further enacted, That the said Company shall complete the said intended Line of Railway, so far as the same passes through the said Estate of the said *Charles Bourne Lawton*, together with the said Bridges, Tunnels, and all other Works connected therewith, except the Station herein-after mentioned, within Two Years next after the said Company shall have taken actual Possession of any Part of the said Estate; and if the said Line shall not be completed within the aforesaid Period, then the said Company shall pay to the said *Charles Bourne Lawton*, or other the Owner or Owners of his Settled Estate, or his or their Guardian or Guardians, the Sum of One hundred Pounds for every Calendar Month which shall elapse from the Termination of such Period up to the Time of the actual Completion thereof, as liquidated and ascertained Damages for such Delay, and to be recovered by Action in any of Her Majesty's Courts of Record at *Westminster*.

The Company to erect a Station at the Southern Extremity of the Estate of C. B. Lawton, Esq.

LXXXII. And be it further enacted, That the said Company shall and will, on the opening of the said Railway, erect and for ever afterwards maintain a Station and other Conveniences for taking up and landing Goods and Passengers on some Part of the Lands of the said *Charles Bourne Lawton* at the Southern Extremity of the said Estate near the old *Red Bull* Inn.

Provisions and Enactments of

LXXXIII. And whereas it is intended under the Authority of this Act so to deviate from the Line of the Railway authorized to be made

made by the said recited Act that the said Railway will be carried by a Bridge or Viaduct over the Navigation from the *Trent* to the *Mersey* in the Parish of *Church Lawton* aforesaid at or near the *Red Bull Inn*, and such intended Deviation is delineated on the Plans and Sections and described in the Books of Reference deposited as herein-before mentioned with the Clerk of the Peace for the County of *Chester*: And whereas there are contained in the said recited Act certain Enactments and Provisions for the Protection of the Rights, Privileges, Powers, and Authorities of the Company of Proprietors of the said Navigation, and for the Protection of the said Navigation, and the several Branches and Extensions thereof, and the Railways, Tunnels, Roads, Wharfs, Buildings, and Works belonging thereto, and the Water used or to be used for the said Navigation, and for making any Deviation from the therein mentioned Plans of the said Railway unlawful, and for regulating the Bridges, Viaducts, and other Works of the said Railway over or connected with the said Navigation, and the Construction thereof respectively, and for providing against the Obstruction of the said Navigation under the Penalties therein mentioned: And whereas it is expedient that such Enactments and Provisions should (except as herein-after mentioned) be extended to this Act, and to the said Railway Deviation, Bridge, Viaduct, and other Works hereby authorized to be made; be it therefore enacted, That all the Enactments, Provisions, Restrictions, Remedies, Penalties, Clauses, Matters, and Things contained in the said recited Act, for saving the Rights of the said Company of Proprietors of the Navigation from the *Trent* to the *Mersey*, and for protecting the said Navigation, and the Branches and Extensions thereof, and the Railways, Tunnels, Towing Paths, Roads, Wharfs, Warehouses, Buildings, and other Works belonging thereto, and also the Springs, Brooks, Streams, Feeders, Waters, and Watercourses which have been or may be taken for the Use of the said Navigation, and for regulating the Bridges, Viaducts, and other Works of the said Railway Company, and the Construction thereof respectively, so far as the same were to affect the same Company of Proprietors or the said Navigation, and for providing against any Deviation as herein-before mentioned, shall (except only as herein-after mentioned with respect to the Space between the Abutments of the said Bridge or Viaduct, and the Width of the Waterway and Towing Path of the said Navigation where the said Bridge or Viaduct crosses the same,) extend and be construed to extend to the said Railway and other Works hereby authorized to be made, and to the said Deviation thereof, and to the said Bridge or Viaduct by which the said Railway is now proposed to be carried across the said Navigation as aforesaid, and to all other Works, Matters, and Things by this Act authorized to be made or done, as fully and effectually, to all Intents and Purposes, as if the said several Enactments, Provisions, Restrictions, Remedies, Penalties, Clauses, Matters, and Things were repeated and re-enacted in this Act with reference to the said Railway and other Works, Deviation, Bridge, Viaduct, and all other Works, Matters, and Things by this Act authorized to be made or done.

1 Vict. c. 69.
with refer-
ence to the
Trent and
Mersey Navi-
gation to
apply to the
Works autho-
rized by this
Act.

LXXXIV. And whereas the said Bridge or Viaduct by which the said Railway is now proposed to be carried across the said Navigation

[*Local.*]

21 *E*

Regulating
Width, &c. of
Bridge over

as

Trent and
Mersey
Canal.

as aforesaid will cross the said Navigation in an oblique Line near the Head of one of the Locks thereof; be it therefore enacted, That the Space between the Abutments of the said Bridge or Viaduct shall not be less than Fifty Feet in the clear, and that the said Railway Company shall during the respective Times of constructing each of the said Abutments, with its Cofferdam, and of any necessary Repair or Renewal thereof, (which Times respectively shall not exceed Fourteen Days,) leave an open, uninterrupted, and navigable Waterway in the said Navigation where the said Bridge or Viaduct crosses the same of a Width not less than Twenty Feet, and a Towing Path of the Width of not less than Nine Feet, and shall from Time to Time and at all Times (except during such respective Times of Fourteen Days as aforesaid) leave an open, uninterrupted, and navigable Waterway as aforesaid of a Width not less than Thirty-eight Feet Six Inches, and a Towing Path of the Width of not less than Eleven Feet.

Prescribing
the Manner
of carrying
the Railway
over the
Burslem and
Lawton
Turnpike
Roads.

LXXXV. And whereas the Line of the said Railway is intended to cross the Turnpike Road leading from *Norton* to *Burslem* and *Newcastle-under-Lyme* at a Place in the Township of *Church Lawton* otherwise *Lawton* in the Parish of *Lawton* in the County of *Chester*; be it therefore further enacted, That it shall not be lawful for the said Company, in carrying the said Railway across or over the said Turnpike Road, to lower or alter the present Level of the said Turnpike Road, nor to break up or in any Manner to interfere with the Surface thereof, nor to do any Act whereby the present Width thereof may be contracted or narrowed; and it shall not be lawful for the said Company to carry the Line of the said Railway or to make the same across the said Turnpike Road unless the same shall be carried and made over the said Road by means of a Bridge, to be made and constructed at the Expence of the said Company, according to a Plan thereof to be submitted to and approved by the Trustees of the said Turnpike Road, or their Surveyor, or some other Person authorized by them to act on their Behalf, nor unless such Bridge shall be so made and constructed as that a Carriage Roadway and a Footpath of the respective Widths and Space herein-after mentioned, between the Piers or other Support of such Bridge, shall be left for the Use of the Public as Part of the said Turnpike Road; that is to say, there shall be left a clear and uninterrupted Carriageway or Road of the Width of Thirty Feet at the least, and also a Footpath of the Width of Six Feet at the least, exclusive of any Pillars or Piers which may be placed between such Footpath and Carriageway; and such Bridge shall be so made and constructed that a clear and uninterrupted Headway or Space shall be open for the Passage of loaded Waggons or other Carriages along the said Turnpike Road under such Bridge of the Height of Twenty Feet at the least from the Surface of the said Turnpike Road to the under Part of the Arch of such Bridge, and that such Arch shall be so constructed as that there shall be Ten Feet at least between the Surface of the said Turnpike Road and the Point whence the Spring of the Arch on either Side shall commence from the perpendicular Pier or other Support of the Work, or in case the said Bridge shall be constructed horizontally, then a clear and uninterrupted Headway for the Passage

of such Waggon or Carriages as aforesaid shall be made and left of the Height of Sixteen Feet at the least from the Surface of the said Turnpike Road to the under Part of such Bridge, throughout the whole Width of such Carriageway; but no greater Height than Twenty Feet or Sixteen Feet, as the Case may be, shall be required under any other Clause in this Act or in the said recited Act contained, if an Alteration of the Levels of the said Railway would thereby be occasioned.

LXXXVI. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the Commissioners, Directors, or others acting in execution of the Six several Acts of Parliament following, or any of them, by virtue of all or any of the same Acts of Parliament; *videlicet*, an Act passed in the Thirty-second Year of the Reign of His late Majesty King George the Third, intituled *An Act for cleansing, lighting, watching, and regulating the Streets, Lanes, Passages, and Places within the Towns of Manchester and Salford in the County Palatine of Lancaster; for widening and rendering more commodious several of the said Streets, Lanes, and Passages; and for other Purposes therein mentioned;* an Act passed in the Fifth Year of the Reign of his Majesty King George the Fourth, intituled *An Act for better lighting with Gas the Town of Manchester in the County Palatine of Lancaster;* an Act passed in the Ninth Year of the Reign of His said last mentioned Majesty, intituled *An Act to amend several Acts for cleansing, lighting, watching, improving, and regulating the Towns of Manchester and Salford in the County Palatine of Lancaster;* an Act passed in the Eleventh Year of the Reign of His said last-mentioned Majesty, intituled *An Act to amend several Acts for supplying the Town of Manchester with Gas, and for regulating and improving the same Town;* and an Act passed in the First Year of the Reign of His late Majesty King William the Fourth, intituled *An Act to authorize the raising of further Monies for supplying the Town of Manchester with Gas;* and an Act passed in the Second Year of the Reign of His said last-mentioned Majesty, intituled *An Act for widening and improving Part of London Road in the Parish of Manchester and County of Lancaster; and also for effecting Improvements in the Streets and other Places within and contiguous to the said Town of Manchester.*

Act not to prejudice Rights of Commissioners of Manchester Police nor of Directors of Manchester Gas Works.

32 G. 3. c. 69.

5 G. 4. c. 133.

9 G. 4. c. 117.

11 G. 4. c. 47.

1 W. 4. c. 16.

2 W. 4. c. 36.

LXXXVII. And be it further enacted, That the said Commissioners and Directors, and the Surveyors of the Highways of the Township of *Manchester*, and any Person or Persons with their Authority on their Behalf, shall at all Times have free and uninterrupted Access and Power to all or any of the public Streets and Places within the Town of *Manchester*, and to all or any of the present and future Gutters, Sinks, Drains, Sewers, and Watercourses therein belonging to the Town of *Manchester*; and that the said last-mentioned Commissioners and Directors, and every Person or Persons with their Authority on their Behalf, shall at all Times have free and uninterrupted Access to all or any of the Main Gas Pipes, Service Pipes,

Commissioners and Directors, and Surveyors of the Highways, &c. to have free Access to Sewers, and also to Gas Works.

Branch

Branch Pipes, or other Pipes belonging to the Town of *Manchester*, and now laid or which may be laid in the said Streets previously to the making of the said Railway; and that the said Company shall give Notice in Writing, to be left at the Office of the principal or head Officer of the said Commissioners in *Manchester* aforesaid, in manner following, (that is to say,) One Calendar Month's Notice before they interfere with or disturb any underground Gutter, Sink, Drain, Sewer, or Watercourse, or any Main Pipe, Seven Days Notice before they interfere with or disturb any Street or Service Pipe, and Forty-eight Hours Notice before they interfere with or disturb any Branch Pipe for supplying Lamps, Houses, Shops, Warehouses, Offices, or other Buildings, either of a public or private Description; and the said Gutters, Sinks, Drains, Sewers, Watercourses, Pipes, and Works, or such of them as it may be necessary for them to interfere with or disturb in forming the said Railway or Works as aforesaid, shall then be altered, varied, raised, removed, taken up, or relaid by the said Commissioners and Directors, or either of them, in such Direction, Manner, and Form as they shall think proper; and if in the Opinion of the Chairman for the Time being of the Quarter Sessions for the Hundred of *Salford* it shall be necessary to substitute new Gutters, Sinks, Drains, Sewers, Watercourses, Gas Pipes, or Works, in lieu of those which may be removed for the Purposes of the said Railway or Works as aforesaid, or to do any Work or to adopt any Measures for the better Protection and Stability of all present and future Sinks, Drains, Sewers, Watercourses, Gas Pipes, or Works, or any of them, or any Part or Parts thereof, the said Commissioners and Directors may and they are hereby respectively authorized so to do; and the Costs and Charges incurred thereby shall be borne by the said Company, and be by them paid to the said Commissioners or Directors, as the Case may be, or any Person appointed by them respectively to receive the same, on Demand thereof made to the said Company or any Clerk or other Officer thereof; and in default of Payment within Seven Days after Notice in Writing to such Clerk or Officer, any Two or more of Her Majesty's Justices of the Peace for the said County Palatine of *Lancaster* shall and they are hereby required, on Application by the said Commissioners or Directors, or of any Person authorized by them, by Warrants under the Hands and Seals of the said Justices, to cause the Amount of such Costs and Charges to be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, and to be paid to the said Commissioners or Directors, as the Case may be, or to some of their Agents, rendering the Overplus, if any, on Demand, after deducting the Costs and Charges of and attending such Distress and Sale, to the said Company, or to some of their Agents; or otherwise the said Commissioners or Directors (as the Case may be) shall and may sue for and recover the same against the said Company by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*, or otherwise, in such Manner and Form, and by such Ways and Means, and with the same Benefit and Advantage, as they or either of them are authorized to sue or recover by any of the Acts of Parliament herein-before mentioned, or referred unto, or by any other Act of Parliament, or any Law, Usage, or Custom now in force; and in case the said Commissioners and Directors shall not, within a reasonable Time after Notice to be given as aforesaid, alter,
vary,

vary, raise, take up, remove, divert, relay, or repair such of the said Sinks, Drains, Sewers, Watercourses, Pipes, and Works as may be necessary to be altered, raised, taken up, relaid, or repaired as aforesaid, then and in every such Case the said Company may do so, they paying the Costs and Charges thereof.

LXXXVIII. And be it further enacted, That in every Case where the said Railway and Works or any Part thereof shall cross any Street within the Town of *Manchester* intended to be left open, and the present or then existing Gas Pipes and Works of the said Commissioners and Directors, or either of them, in such Street, the said Company shall, at their own proper Costs and Charges, previous to the Formation and Commencement of such Part of the said Railway and Works as may cross any of the said Streets, make good and substantial Arches or Culverts of Brick or Stone over such of the said Pipes as may be crossed as aforesaid and every of them, of the internal Height of Five Feet at the least, and of the internal Breadth of Three Feet at the least, and at the like Costs and Charges shall for ever thereafter keep the same in good and substantial Repair; and the said Commissioners and Directors, and each of them, shall have Access thereto, for the Purpose of repairing, amending, or relaying the said Pipes over which the said Arches or Culverts shall be constructed; and in the Event of the said Company failing to make and afterwards to maintain such good and substantial Arches or Culverts as aforesaid, it shall and may be lawful for the said Commissioners or Directors so to do, at the Costs and Charges of the said Company, who shall pay the same to the said Commissioners, on Demand as aforesaid; and in default of Payment within Seven Days after Notice in Writing to any Clerk or Officer of the said Company, the same may be recovered by the said Commissioners or Directors from the said Company in the same Manner as is herein-before provided with respect to Costs and Charges to be incurred by the said Commissioners.

For protect-
ing Gas Pipes
in Manches-
ter crossed by
the Railway.

LXXXIX. And be it further enacted, That such of the Streets within the Town of *Manchester*, and such of the present and future Pavements, Flags, Drains, Sinks, Sewers, and Watercourses therein or thereon, and every or any Part or Parts thereof, which shall or may be damaged, injured, affected, or destroyed by the said Company in or about or in consequence of the Execution of the Powers hereby given to them or any of them, shall be repaired, made good, and reinstated by the said Commissioners, when, as, and in such Manner and Form as shall be thought necessary and proper by the Chairman for the Time being of the Quarter Sessions for the Hundred of *Salford*, and the Expences of and attending the same shall be borne by the said Company, and paid to the said Commissioners, on Demand; and in default of Payment within Seven Days after Notice in Writing to any Clerk or Treasurer of the said Company, may be recovered by the said Commissioners from the said Company in the same Manner as is herein-before provided with respect to Costs and Charges to be incurred by the said Commissioners.

In case Pavements in-
jured, Com-
pany to
made good
same,

XC. And be it further enacted, That such of the present and future Main Pipes, Service Pipes, Branch or other Pipes or Works
[Local.] 21 F belonging

Damages
done to Gas
Pipes to be
repaired,

belonging to the Town of *Manchester*, and every or any Part or Parts thereof, which shall or may be damaged, injured, affected, or destroyed by the said Company in or about or in consequence of the Execution of the Powers hereby given to them, shall be repaired, made good, and be reinstated by the said Directors, when, as, and in such Manner and Form as shall be thought necessary and proper by the Chairman for the Time being of the Quarter Sessions for the Hundred of *Salford*; and the Expences of and attending the same, together with the Value of all Gas which may escape or be lost in consequence of any Main or other Pipe or Works being damaged, injured, affected, or destroyed as aforesaid; and in case the said Directors or any of their Servants shall be hindered or obstructed by the said Company or any of their Servants from repairing or amending the said Pipes which shall be so damaged or destroyed, then the Amount in Value also of all Gas which the said Directors shall thereby be prevented from supplying to any Corporation or Person whomsoever shall be paid by the said Company to the said Directors, on Demand; and in default of such Payment within Seven Days after Notice in Writing to the Clerk or Treasurer of the said Company, it shall be lawful for the said Directors to recover the Amount thereof from the said Company in the same Manner as is herein-before provided with respect to the Costs and Charges to be incurred by the said Commissioners.

As to Man-
ner of cross-
ing the
Streets.

XCI. And be it further enacted, That in all Cases where the said Railway and Works shall cross the Streets or Roads within the Town of *Manchester* herein-after mentioned, (that is to say,) *Store Street*, *Ashton Street*, and *Travis Street*, the same shall be constructed and made by means of Bridge or Viaduct over the same Streets or Roads, which shall, as far as practicable, be drop-dry at all Times, and shall be built of Brick, Stone, or Iron, according to a Plan, Section, and Specification to be submitted to and approved of by the Surveyor of the Highways of the Township of *Manchester* and the said Commissioners, or by their Surveyor or respective Surveyors for the Time being; and the Foundation of all Openings or Arches of each and every Bridge or Viaduct to be made over any such Streets or Roads as aforesaid, and the Pillars, if any, and Abutments thereof, shall extend and be made below the Surface of each of such Streets not less than Twelve Feet at the least, unless with the Consent in Writing of such Surveyors or Surveyor for the Time being; and that the Openings or Arches of the Bridges or Viaducts to be made over any such Streets shall be constructed so as to leave a clear Carriageway and Footway to the full Width of each of the said Streets respectively, being in *Store Street* Fifty-two Feet and Six Inches; and the said Openings or Arches respectively over the Carriage Road of *Travis Street* and *Ashton Street* shall not be less than Seventeen Feet in Height from the Crown of such Carriage Road to the under Side of the Openings or Arches for the whole Width thereof; and the said Openings or Arches respectively over the Carriage Road of every other Street in the Town of *Manchester* shall not be less than Eighteen Feet in Height from the Crown of such Carriage Road to the under Side of the Openings or Arches for the whole Width thereof; and that the Battlements of the said Bridge or Viaduct over *Store Street* aforesaid shall be built or made of Stone, Brick, or Iron, and shall be

made and constructed Six Feet in Height from the Surface of the Railway at least along each Side of such Bridge or Viaduct throughout the entire crossing of the said Street and Road, and for the further Extent of Five Yards in Length at both Ends, and on each Side of the Bridge or Viaduct; and in constructing the said Railway through, over, under, or across any Streets or Roads within the Town of *Manchester* the said Company shall not deviate more than Thirty Feet from the Line and Direction delineated and shown on the Plan deposited with the Clerk of the Peace for the County Palatine of *Lancaster*; and in constructing the said Railway over *Travis Street* the said Company shall not deviate northerly from the Line and Direction delineated and shown on the said Plan without the Consent in Writing of the said Commissioners or their Surveyor first had and obtained for that Purpose.

XCII. And be it enacted, That in the said Arch to be erected over *Ashton Street* there shall at all Times be Three Openings or Apertures of the respective Lengths of Eighteen Feet at the least, and of the respective Widths of Two Feet at the least, which shall be splayed off as much as practicable from the Top of the Arch to the under Side thereof, in order to admit Light into the said Street; and the said Company shall cover the side Openings or Apertures with a Cast Iron Grating or with Glass, and shall for ever afterwards keep the same clean and in good Repair and Condition.

Openings to be left in the Arch over Ashton Street.

XCIII. And be it further enacted, That the Breadth of the said Railway and Works across *Store Street* aforesaid shall in no Case exceed Forty-five Feet, and that the Breadth of the said Railway and Works across *Ashton Street* aforesaid shall in no Case exceed One hundred and thirty Feet, and that the Breadth of the said Railway and Works over *Travis Street* aforesaid shall in no Case exceed Ninety Feet.

Breadth of Railway in the Town of Manchester.

XCIV. And be it further enacted, That previously to the said Railway and Works to be made and constructed in the Town of *Manchester* between *Store Street* and *Fairfield Street* being used, the said Company shall, at their own Costs and Charges, make, construct, and set up, and for ever afterwards maintain and keep, a good, firm, and substantial Screen of Stone, Brick, or Iron on each Side of the said Railway and Works from *Store Street* to *Fairfield Street*, Six Feet in Height at least from the Surface of the said intended Railway and Works.

Screens to be erected on] Sides of Railway through Part of the Town of Manchester.

XCV. And be it further enacted, That the said Company shall, at all Times for ever after the said Bridges or Viaducts, Battlements and Screens, shall have been erected, built, made, and constructed in the said Town of *Manchester*, keep the same and every of them, and all and every future Bridges or Viaducts, Battlements and Screens, to be erected, built, made, and constructed in lieu thereof respectively, and which shall be of the like Dimensions, Capacity, and Materials as are herein-before mentioned, in good, perfect, and complete Repair; and in case of any Want of Repair or rebuilding, in the Opinion of the Chairman for the Time being of the Quarter Sessions

Company to keep the said Bridges, Viaducts, &c. in good Repair.

Sessions for the Hundred of *Salford*, and Notice thereof in Writing being given by any Agent or other Person authorized by the said Commissioners, Directors, or Surveyors, to the said Company, or to their Clerk or Treasurer, of any Want of Repair or rebuilding, if the said Company shall not within the Space of One Month after the Service of such Notice commence such Repair or rebuilding, and proceed therein with all reasonable Expedition until the same shall be completed, the said Commissioners may from Time to Time make such Reparations or Rebuildings, as the Case may require, and as to the Chairman for the Time being of the Quarter Sessions for the Hundred of *Salford* may seem necessary, and all the Costs and Charges thereof shall be repaid by the said Company to the said Commissioners, on Demand, and in default of such Payment within Seven Days after Notice in Writing to any Clerk or Treasurer of the said Company may be recovered by the said Commissioners from the said Company in the same Manner as herein-before provided with respect to Costs and Charges to be incurred by the said Commissioners.

Sufficient
Hordes, &c.
to be erected
for the Pro-
tection of the
Public during
Execution of
certain
Works.

XCVI. And be it further enacted, That previously to the Commencement of and during the Progress of the Work hereby authorized to be done by the said Company, Commissioners, and Surveyors through the said Town of *Manchester*, the said Company shall from Time to Time cause such proper and sufficient Hordes, Fences, Stages, and Lights to be erected, set up, and continued in such Situations and for such Time as the said Commissioners shall deem necessary for the Protection or Convenience of the Public, and as the said Commissioners shall by Notice in Writing to be signed by any of their Clerks, Servants, or Agents, and to be served upon any Clerk, Servant, or Agent of the said Company, or left at his last or usual Place of Abode, order and direct; and if the said Company shall refuse or neglect to erect or set up any such Hordes, Fences, Stages, and Lights, or any of them, or shall not continue the same standing and in good Condition, or shall not remove the same when required by the said Commissioners by Notice in Writing to be signed and left as aforesaid, then in every such Case the said Company shall be and are hereby made subject and liable to the Payment to the said Commissioners of the Penalty of Five Pounds for each and every Day during which they shall so refuse or neglect to erect and set up, or to continue standing and in good Condition, or to remove, the same Hordes, Fences, Stages, and Lights, or any of them; which Penalty, in default of Payment to the said Commissioners, on Demand, may be recovered by the said Commissioners from the said Company in the Manner herein directed with respect to Costs and Charges to be incurred by the said Commissioners.

Ashton
Street to be
widened.

XCVII. And be it enacted, That in case the said Company shall purchase or require for the Use of the Company the Buildings on the Westerly Side of *Ashton Street* aforesaid, lying between *London Road* and *Chadwick's Court*, the said Company shall make and form that Part of *Ashton Street* of the Width of Twelve Yards.

XCIX. And

XCVIII. And be it further enacted, That nothing herein contained shall extend or be construed to extend to enable the said Company to raise or lower the present Level or Inclination of any Street or Road within the Town of *Manchester*, except as herein expressly directed, nor at any Time to obstruct, prevent, or hinder the free and uninterrupted Passage in, over, and along any Part or Parts of the said Streets called *Store Street*, *Ashton Street*, and *Travis Street*, until the said Company shall have laid out and formed, to the Satisfaction of the said Commissioners or their Surveyor, other good and convenient Streets for the Use of the Public during such Time as the Works of the said Company over the said Streets are in progress; nor to obstruct, prevent, or hinder the free and uninterrupted Passage of *Travis Street* aforesaid, or any Part thereof, for any greater or longer Period than Six Calendar Months, nor to obstruct, prevent, or hinder the free and uninterrupted Passage of any other Street within the Town of *Manchester*, or any Part thereof, for any greater or longer Period than Four Calendar Months, nor to obstruct, prevent, or hinder the free and uninterrupted Passage in, over, and along any Street or Road in the Town of *Manchester*, or any Part thereof, further than shall be necessary for making the said Railway with all reasonable and proper Expedition, nor to erect, build, construct, or make any Bridge or Viaduct, or the Battlements thereof, over or near any of the said Streets or Roads within the Town of *Manchester*, otherwise than in the Manner herein-before expressly provided, nor, after the Work shall have been commenced; to be a greater or longer Period than Six Calendar Months in the erecting, building, constructing, and completing the said Bridge or Viaduct, Battlements, and Works over and near *Travis Street* aforesaid, or to be a greater or longer Period than Four Calendar Months in the erecting, building, constructing, and completing the said Bridges or Viaduct, Battlements and Works respectively, over or near any other Streets or Roads within the Town of *Manchester* aforesaid; and in case the said Company shall act contrary to the Restrictions and Provisions or any of them in this Clause contained, without the Consent in Writing of the said Commissioners or their Surveyor first had and obtained, the said Company shall be and they are hereby made subject and liable, for every Breach of the Restrictions and Provisions aforesaid, to the Payment to the said Commissioners of the Penalty of Ten Pounds for each and every Day during which such Breach shall exist after Three Days Notice thereof from the said Commissioners, which Penalty, in default of Payment to the said Commissioners on Demand, may be recovered by the said Commissioners from the said Company in the Manner herein directed with respect to Costs and Charges to be incurred by the said Commissioners.

Company restricted in their Operations as to Streets in Manchester.

XCIX. And be it further enacted, That nothing herein contained shall extend or be construed to extend to authorize or empower the said Company, nor shall it be lawful for the said Company, to stop up, enclose, cross, divert, alter, or otherwise interfere with any Streets in the Town of *Manchester* aforesaid lying between *Travis Street*, *London Road*, *Store Street*, and *Scholes Street*, or any of them, or any Part thereof, until the said Company shall have laid out, paved,

Further Restrictions as to Streets in Manchester.

[Local.]

21 G

soughd,

soughed, flagged, and completed, for the Use of the Public for ever thereafter, and to the Satisfaction of the said Commissioners or their Surveyor for the Time being, a new Street on the Northerly and also a new Street on the Southerly Side of the said intended Railway, from *Store Street* to *Travis Street* aforesaid, of the Width of Fourteen Yards at the least, and until the several Streets or Roads within the Town of *Manchester* called *Ashton Street*, *Lomas Street*, *Chapel Street*, *Boad Street*, *Scholes Street*, *Berry Street*, *Beard Street*, and *Howe Street*, or the Portions thereof respectively which will lie on the Northerly Side of the said intended new Street first mentioned, shall have been lowered to such an Inclination as the said Commissioners shall require, and until the several Streets or Roads within the Town of *Manchester*, or Portions thereof which will lie on the Southerly Side of the said intended new Street second mentioned, and until so much of the said Street called *Ashton Street* as will lie between the said intended new Streets shall have been lowered to such an Inclination not exceeding Seven Feet in Depth in any Part as the said Commissioners shall require.

As to London
Road and
Ducie Street.

C. And be it further enacted, That nothing herein contained shall extend or be construed to extend to authorize or empower the said Company, nor shall it be lawful for the said Company, to stop up, enclose, cross over, through, along, or under, divert, alter, or otherwise interfere with the Streets or Roads within the Town of *Manchester* called *London Road* and *Ducie Street*, or the said Two intended new Streets or any of them, or any Part thereof, except for the Purpose of crossing over that Part of the said Street intended to be made on the Northerly Side of the Railway as lies between *Chapel Street* and *Ashton Street*, by means of an Arch Twelve Feet in Width and Eighteen Feet in Height.

For the Pro-
tection of
the public
Gas Estab-
lishments in
Manchester.

CI. And be it further enacted, That the said Company shall not, except as herein-after mentioned, lay, place, or deposit, or permit or knowingly permit or suffer any Corporation or Person or Persons whomsoever to lay, place, or deposit, nor shall any Corporation or Person or Persons whomsoever lay, place, or deposit, any Main, Service, Branch, or other Pipe or Convenience for the Conveyance of Gas in, under, over, along, or across any Streets or Roads within the Town of *Manchester*, by means of the said Railway or the Works connected therewith, or any Part thereof, without the Consent in Writing of the said Directors or their Clerk; and in case any such Pipes or Conveniences shall be laid, placed, or deposited as aforesaid without such Consent as aforesaid, the Corporation or Person or Persons so laying such Pipes or Conveniences, and the said Company, in case they shall consent to the same, or in case they shall lay any Pipes or Conveniences, except as herein-after mentioned, shall be and are hereby made subject and liable to the Payment to the said Commissioners of the Penalty of Five Pounds for each and every Day during which such Pipes or Conveniences as aforesaid, or any of them, shall be so laid, placed, or deposited as aforesaid; which Penalty, in default of Payment on Demand, may be recovered in the same Manner as is herein-before provided with respect to Costs and Charges to be incurred by the said Commissioners: Provided never-

theless, that the said Company shall be at liberty to lay down any Mains, Service, Branch, Gas, or other Pipe in and upon the said Railway for the Purpose of lighting the same and the Works and Property belonging to or used by the said Company: Provided always, that it shall be lawful for the said Commissioners, if they shall think proper, instead of suing for or recovering the said Penalty, after having given Notice in Writing to the said Company to remove the same Pipes and Conveniences, and in default of such Removal, after Three Days from the Time of giving such Notice to remove, cut off or destroy any of the said Pipes or Conveniences, except as aforesaid, at their own Costs and Charges, not doing Damage or Injury, and not thereby impeding the said Railway or the Works thereof further than necessarily may be.

CII. Provided always, and be it further enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the Company of Proprietors of the *Manchester and Salford* Waterworks in virtue of all or any of the following Acts; namely, an Act passed in the Forty-ninth Year of the Reign of His Majesty King *George* the Third, intituled *An Act for more effectually supplying with Water the Inhabitants of the Town of Manchester and Salford in the Parish of Manchester in the County Palatine of Lancaster*; an Act passed in the Fifty-third Year of the Reign of His said Majesty, intituled *An Act for enlarging the Powers of an Act of His present Majesty, for supplying with Water the Towns of Manchester and Salford in the County Palatine of Lancaster*; an Act passed in the Fifty-sixth Year of the Reign of His said Majesty, intituled *An Act for altering, amending, and extending the Powers of Two Acts of His present Majesty's Reign, for supplying with Water the Inhabitants of the Towns of Manchester and Salford in the Parish of Manchester in the County Palatine of Lancaster*; and an Act passed in the Fourth Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act to alter and amend several Acts passed for more effectually supplying with Water the Inhabitants of the Towns of Manchester and Salford in the Parish of Manchester in the County Palatine of Lancaster, and for further extending the Powers and Provisions of the said Acts, or otherwise.*

Saving Rights of Manchester and Salford Waterworks Company.

49 G.3. c.192.

53 G.3. c.20.

56 G.3. c.12.

4 G.4. c.115.

CIII. And be it further enacted, That the said Company of Proprietors of the *Manchester and Salford* Waterworks shall at all Times have free and uninterrupted Access to all their respective Main Pipes, Service Pipes, and Branch Pipes, and in the event of its being necessary in making the said Railway, or in altering, varying, extending, or enlarging the Line thereof, that the Pipes of the said Waterworks Company or their Tenants should be altered, raised, removed, or relaid, the said Company of Proprietors of the *Manchester and Birmingham* Railway shall give Notice in Writing, to be left at the Office or Place of Business of the said Waterworks Company, in manner following; that is to say, Three Months Notice before any principal Main Pipe is to be removed, Seven Days Notice before any Street, Main, or Service Pipe is to be removed, and Twenty-four Hours Notice before any Branch Pipe for supplying Houses, Buildings, or Works

Providing for the Alteration of the Water Pipes.

Works with Water is to be removed; which said Pipes shall be altered, raised, relaid, and removed by the said last-mentioned Company of Proprietors out of the Funds arising under the Act incorporating the said Company of Proprietors of the *Manchester and Birmingham* Railway, or under this Act; and all Loss, Costs, Damages, and Expences which the said Waterworks Company or their Tenants shall or may sustain or be put unto in consequence of the said Pipes being so altered, raised, or removed shall be paid out of the said Funds; and if there shall be any Dispute between the said Waterworks Company and the said Railway Company respecting the Amount of such Losses, Costs, Charges, Damages, and Expences, the same shall from Time to Time be ascertained and settled by a Justice of the Peace for the said County of *Lancaster*, upon the Application of either Party, and after Seven Days Notice of such intended Application given to the other Party; and in case such Losses, Costs, Charges, Damages, and Expences shall remain unpaid for the Space of Ten Days next after the Day on which the same shall have been so ascertained and settled as aforesaid, and Demand made thereof by any Clerk or Servant acting on behalf of the said Waterworks Company, from the Clerk or Treasurer for the Time being of the said Railway Company, the same shall and may be recovered from the said last-mentioned Company of Proprietors by the said Waterworks Company as any other Debt or Demand can or may at Law or in Equity be recovered by the said last-mentioned Company of Proprietors; and the Signature of the said Justice to the Amount so by him ascertained and settled as aforesaid shall be conclusive Evidence of the Amount of such Debt or Demand, unless Fraud or undue Partiality shall be shown.

For protect-
ing Water
Pipes.

CIV. And be it further enacted; That in every Case where the said Railway shall cross any of the Pipe or Pipes of the said Waterworks Company now laid or hereafter to be laid prior to the making of the said Railway, in virtue of the said several Acts or any of them, that the said Railway Company shall, at their own proper Costs and Charges, before such Railway be formed, make good and substantial Arches or Culverts of Brick or Stone over the said Pipes, the better to enable the said Waterworks Company to have Access thereto for the Purpose of repairing, amending, or relaying the said Pipes; which said Arches or Culverts shall be constructed of the Height of Four Feet at the least, and of the Breadth of Four Feet at the least; and the said Railway Company shall for ever thereafter keep the same Arches or Culverts, at their own proper Costs and Charges, in good and substantial Repair.

The Railway
not to be
exempted
from the
Provisions of
any general
Act.

CV. And be it further enacted, That nothing herein contained shall be deemed or construed to exempt the Railway by this or the said recited Act authorized to be made from the Provisions of any general Act relating to Railways which may pass during the present or any future Session of Parliament.

Public Act.

CVI. And be it further enacted; That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others.

The

The SCHEDULE referred to by this Act.

Description of Property.	Owner or reputed Owner.	Lessee or reputed Lessee.	Occupier.
COUNTY OF LANCASTER.			
<i>Parish of Manchester.</i>			
Land used as Market	Sir O. Mosley	- - -	Owen M'Cormack, Philip Green, Richard Davidson, Sylvester Makin, James Connolly, Rachael Gunn, Ann Senior.
Street Ducie Street	Surveyors of Highways or Commissioners of Police.		
Street called London Road			
Store Street	Commissioners of Police or Surveyors of Highways.		
House and Shop Chapel Street	Mrs. Mary Mottram	- - -	Michael Kerley.
House and Warehouse	Surveyors of Highways or Commissioners of Police.		
House	Mrs. Mary Mottram	- - -	George Lomas, James Conolly.
Stable and Yard	Ditto	- - -	George Lomas, Nathan Read.
Ditto	Mrs. Mary Gregory	- - -	James Lane.
House, Yard, and Premises	Ditto	- - -	Andrew Chadwick.
Ditto	Ditto	- - -	Margaret Yates.
Ditto	Ditto	- - -	Joseph Rogerson.
Ditto	Ditto	- - -	Edward Kay.
Ditto	Ditto	- - -	George Rawson.
Public House, Yard, and Premises.	Ditto	- - -	Robert Rigby.
Passage	Mrs. Mary Mottram	- - -	Thomas Dixon.
House, Yard, and Premises	Mrs. Mary Mottram and Trustees of Hamlet Lowe.		
Ditto	Trustees of Hamlet Lowe.	Trustee of late William Hall.	Catherine Bayley.
Ditto	Ditto	Ditto	Edward O'Neil, William Munro.
Ditto	Ditto	Ditto	George Hunt, John Gregory.
Ditto	Ditto	Ditto	John Fenton, Ellen Williams.
Shop, Yard, and Premises	Ditto	Ditto	William Cheetham, Thomas Shufflebottom.
House, Yard, and Premises	Mrs. Mary Mottram	- - -	James Ronayne, John White.

1870

2° & 3° VICTORIÆ, Cap. lxxix.

Description of Property.	Owner or reputed Owner.	Lessee or reputed Lessee.	Occupier.
Street	Commissioners of Police or Surveyors of Highways.		
Land used as Market	Sir Oswald Mosley		James Lane, John White, Robert Bellis, John Fenton, John Taylor, William Munro, William Simms.
Swarbrick Street	Commissioners of Police or Surveyors of Highways.		
House, Yard, and Premises	John Walker	James Walker	Daniel Thomas, Alexander Gunn.
Ditto	Ditto	Ditto	James Duckworth.
Ditto	Ditto	Ditto	James Lane.
Ditto	John Burgess		Henry Fletcher, John Wynn.
Ditto	Ditto		Ralph Bailey, Owen M'Cormack.
Ditto	Ditto		John Murphy, James Stringer.
Ditto	Ditto		Margaret Davies.
Ditto	Ditto		John Rafferty.
Coal Shed	Ditto		Matthew Lee.
Passage	John Burgess, Esther Taylor.		
Little Chapel Street	Surveyors of Highways or Commissioners of Police.		
House, Yard, and Premises	Esther Taylor		Utric Jackson.
Ditto	Ditto		John Ormrod.
Ditto	Ditto		James Ridgway.
Ditto	John Walker	James Walker	James Horner.
Ditto	Ditto	Ditto	Samuel Rutter.
Ditto	Ditto	Ditto	William Butterworth.
Passage	Ditto	Ditto.	
Swarbrick Lane	Surveyors of Highways or Commissioners of Police.		
House	John Walker	James Walker	Matthew Lee.
House and Premises	Ditto	Ditto	Thomas Williams.
House	John Gyte		Isaac Goodier.
Ditto	Ditto		Ralph Whittaker.
Ditto	Ditto		William Bland.
House, Yard, and Premises	Ditto		William Pearson.
Barber Street	Surveyors of Highways or Commissioners of Police.		
House	John Gyte		John Gallagher.
Ditto	Ditto		Edward Press.
Ditto	Ditto		George Adcroft.
Gytes Court	Ditto.		
House	Ditto		James Daly.
Ditto	Ditto		John Meyrick.
Ditto	Ditto		Thomas Parton.
Ditto	Ditto		Thomas Conlan.
Ditto	Ditto		Robert Pindar.
Passage	Richard Bretherton.		
House, Yard, and Premises.	Ditto		John Ditchfield.
Ditto	Ditto		William Ashworth.
Ditto	Ditto		John Birchall.

Description of Property.	Owner or reputed Owner.	Lessee or reputed Lessee.	Occupier.
House, Yard, and Premises	Richard Bretherton	- - -	David Wood.
Ditto	Ditto	- - -	George Cook.
Ditto	John Walker	James Walker	Alice Ashworth.
Ditto	Ditto	Ditto	Sarah Siddall.
Ditto	Ditto	Ditto	Jane Peirse.
Ditto	Ditto	Ditto	Joseph Johnson.
Ditto	Ditto	Ditto	William Collins.
Land used as Market and Road.	Sir Oswald Mosley and Surveyors of Highways, or Commissioners of Police.	- - -	James Lowndes, Joseph Kay, George Wragg, Thomas Darby, Betty Palty, Joseph Hunt, James Duncan, Thomas Holloway, James Brown, Thomas Oldfield, Richard Price, James Southern.
Shop, Yard, and Premises.	Thomas Brown	- - -	James Wildin.
Ditto	Ditto	- - -	Mary Ashworth.
Ditto	Ditto	- - -	James Lowndes.
Ditto	Mrs. Sarah Swindells	- - -	John Booth, James Thomas.
Passage	Ditto.	- - -	- - -
Shop, Yard, and Premises	Ditto	- - -	William Chapman, James Duncan.
Ditto	John Gill	- - -	William Lonsdale, George Broadhead.
Shop, Yard, and Premises	John Gill	Kate Tate, John Brereton.	Kate Tate, John Brereton, — Prinnety.
Ditto	John Ballard	Kate Tate, John Brereton.	Kate Tate, John Brereton.
Shop	John Gill	- - -	David Appleton, Mary Appleton.
Ditto	Ditto	- - -	John Little.
Ditto	Ditto	- - -	John Barge.
House	Ditto	- - -	Martha Groves.
Ditto	James Chadwick	- - -	Frances Greatrix.
Ditto	Ditto	- - -	Empty.
Ditto	Ditto	- - -	Mary Bennett.
House, Yard, and Premises.	John Chadwick	- - -	Hannah Winder.
House	Ditto	- - -	Mary Bamber.
Ditto	Ditto	- - -	Andrew Bell.
Ditto	William Chadwick	- - -	Jane Patteson.
Ditto	Ditto	- - -	Mary Blagg.
Ditto	Ditto	- - -	John Ellis.
Ditto	Jam s Chadwick	- - -	Michael Burns.
Ditto	Ditto	- - -	Joseph Crompton.
Ditto	Ditto	- - -	Owen Jones.
Ditto	Ditto	- - -	James Chadwick.
Chadwick's Court and Vacant Land.	James Chadwick.	- - -	- - -
Slaughter-house and Chapel	Ditto	- - -	George Keel.
Shop and Premises	Ditto	- - -	Margaret Suggett.
Ditto	Ditto	- - -	George Nash.
House	Ditto	- - -	Margaret Suggett.
Slaughter-house	Thomas Liggatt	- - -	John Rushton.
Coal Yard	Ditto	- - -	George Nash.
Yard and Premises	Ditto	- - -	Frederick Shone.
House	Ditto	- - -	Mary Ann Howarth.
Ditto	Ditto	- - -	Thomas Liggatt.

Description of Property.	Owner or reputed Owner.	Lessee or reputed Lessee.	Occupier.
House	Thomas Liggatt		William Bradley, Margaret Conolly, Ann Harper, Charlotte Hutchinson.
Ditto	Ditto		Mary Daniels.
Chadwick's Court. House	William Cheetham		William Cheetham, James Southern.
Ditto	Ditto		Samuel Hulme, Thomas Healy, Sarah Lowe.
Ditto	Ditto		Elizabeth Langley.
Ditto	John Wild		Richard Edge, William Mills.
House and Yard	Ditto		John Wild.
House	Ditto		Joseph Kay.
Ditto	William Chadwick		William Chadwick.
Ditto	John Chadwick		William Chorlton.
Passage.			
House	John Foxlow		Thomas Bleney.
Ditto	Ditto		Thomas Norton.
Ditto	Ditto		Francis Batter.
Ditto	John Whitehead		Joseph Warburton
Ditto	Thomas Brown		George Wragg.
Passage	Thomas Brown and Benjamin Roland.		
Chadwick Street	Surveyors of Highways or Commissioners of Police.		
House	Benjamin Roland		Joseph Pennell.
Ditto	Benjamin Till		William Goodall.
Passage and Court	Ditto.		
House	Ditto		Ralph Kent.
Ditto	Ditto		John Bell.
Ditto	Ditto		William Whitehead.
Ditto	Ditto		Thomas Kirkley.
House, Yard, and Premises.	Joseph Caldwell		Jesse Buxton.
House and Yard	Ditto		William Fletcher.
House	Ditto		James Booth.
Passage and Court	Ditto.		
House and Yard	Ditto		David Roberts.
Ditto	Peter Scarlett		David Gowanlock.
Passage	Ditto.		
House and Yard	Ditto		Anthony Lee.
Ditto	Ditto		William Hindle.
Passage	Ditto.		
House	Ditto		Aaron Booth.
Passage and Court	Mary Wilkinson.		
House	Ditto		Stephen Mason.
Ditto	Ditto		John Thomas.
Ditto	Ditto		Margaret Sutton.
Ditto	Ditto		George Cookson.
Ditto	Ditto		Robert Calvert.
Ditto	Mary Finn		Isaac Bower.
Passage and Court	Ditto.		
House and Premises	Ditto		James Dempster.
House, Yard, and Premises.	Ditto		Daniel Pritchard.
House	Ditto		Elizabeth Howarth,
Ditto	Ditto		Sarah Heywood,
			George Wilkinson,
			Mary Barnes.

Description of Property.	Owner or reputed Owner.	Lessee or reputed Lessee.	Occupier.
House and Yard	Mary Finn	- - -	John Buxton, John Williams.
House	Ditto	- - -	Sarah Heywood, Thomas Wilson.
Ditto	Peter Warren	- - -	Jane Carter, Thomas Gill.
Passage and Court House	Ditto. Ditto	- - - - - -	Matthew Allen, Martha Jones.
House and Yard	Ditto	- - -	Charles Bamber.
House and Yard	Peter Warren	- - -	Alice Smith.
Ditto	Elizabeth Hulse	- - -	Thomas Oldfield.
Ditto	Ditto	- - -	Empty; Mary Wynn.
House	Ditto	- - -	John Marsh; Empty.
Ditto	Joseph Bradshaw	- - -	John Marston, James Taylor.
Passage and Court House	Ditto. Joseph Bradshaw	- - - - - -	John Wood.
Ditto	Ditto	- - -	John Bottomley.
Ditto	Ditto	- - -	Empty.
Ditto	Ditto	- - -	Isaac Wheeldon.
Ditto	Ditto	- - -	Empty.
House and Shop	Ditto	- - -	George Worsley, James White.
Passage and Court House	Ditto. Benjamin Rowland	- - - - - -	John Wilkinson.
Ditto	Ditto	- - -	Jane Lowndes, Peter Cue.
Ditto	Ditto	- - -	William Sixsmith, James Crompton.
Ditto	Ditto	- - -	James Brownbill, William Simms.
Holbrook Street	Surveyors of Highways or Commissioners of Police.	- - -	
House	Alice Stewart	- - -	Henry Stewart.
Ditto	Ditto	- - -	William Berry.
Passage	Ditto.	- - -	
House, Yard, and Premises	Ditto	- - -	John Williams.
Ditto	Ditto	- - -	Thomas Hill.
Ditto	Ditto	- - -	Thomas Bell.
Ditto	Ditto	- - -	James Mellor.
Ditto	Ditto	- - -	Mary Hitchin.
Ditto	Trustees of the late Thomas Berry.	- - -	John Egerton.
House	Ditto	- - -	Christopher Simpson, John Kirkman.
Ditto	Ditto	- - -	George Sidebottom, John Boylin.
House and Yard	Ditto	- - -	Richard Thomas.
Passage	Trustees of the late Thomas Berry.	- - -	
Vacant Land and Building and Pump.	Ditto.	- - -	
House	Ditto	- - -	John Ellis.
Ditto	Ditto	- - -	George Winterborn.
House and Yard	Ditto	- - -	Mary Berry.
House	Ditto	- - -	Samuel Heywood.
Ditto	Ditto	- - -	Edward Collier.
Ditto	Ditto	- - -	James Fletcher, Samuel Brensford.

Description of Property.	Owner or reputed Owner.	Lessee or reputed Lessee.	Occupier.
House	Trustees of the late Thomas Berry.	- - -	John Benton, William Berry.
Ditto	Ditto	- - -	Hannah Bowden, Edward Jones.
Ditto	Ditto	- - -	John Laycock.
Ditto	Ditto	- - -	James Hill.
Ditto	Ditto	- - -	Empty.
Ditto	John Oliver and his Mortgagees, Richard Tarrant Bury, Benjamin Withington, and John Robinson.	- - -	John Murray.
Ditto	Ditto	- - -	Thomas Thomason.
Ditto	Ditto	- - -	John Watson.
Passage	Trustees of late Thomas Berry, John Oliver and his Mortgagees, Richard Tarrant Bury, Benjamin Withington, and John Robinson.	- - -	
Stable	Trustees of late Thomas Berry.	- - -	Thomas Berry.
House	John Oliver and his Mortgagees, Richard Tarrant Bury, Benjamin Withington, and John Robinson.	- - -	Empty.
House	Ditto	- - -	Ditto.
Passage	Trustees of late Thomas Berry, John Oliver and his Mortgagees, Richard Tarrant Bury, Benjamin Withington, and John Robinson.	- - -	
Stable	Trustees of late Thomas Berry.	- - -	Thomas Berry.
Passage	Mrs. Alice Stewart.	- - -	
House, Yard, and Premises	Ditto	- - -	Thomas Wetton.
Ditto	Ditto	- - -	James Hayes.
Ditto	Ditto	- - -	Thomas Stelfox.
Ditto	Ditto	- - -	William Beckett.
Ditto	Ditto	- - -	Empty.
Ditto	Ditto	- - -	Hugh Hughes.
Stone Yard and Workshops	Elizabeth Taylor	- - -	James Taylor.
House	Ditto	- - -	Charles Jackson.
Ditto	Ditto	- - -	Henry Clibran.
Ditto	Ditto	- - -	Michael M'Kay.
Ditto	Ditto	- - -	William Doyle.
House	Elizabeth Taylor	- - -	Martha Wood.
Ditto	Ditto	- - -	William Igoe.
Passage, Yard, and Buildings	Ditto.	- - -	
House	Ditto	- - -	William Auckland, Judy Dugdale.
Ditto	Ditto	- - -	Elizabeth Taylor, John Hodson.
Ditto	Ditto	- - -	John Dawson, Sarah Lomas.
Passage	Ditto.	- - -	
House	Ditto	- - -	Henry M'Caffin.
Passage	Ditto.	- - -	

Description of Property.	Owner or reputed Owner.	Lessee or reputed Lessee.	Occupier.
House	Elizabeth Taylor	-	William Ellis.
House, Yard, and Premises	Ditto	-	William Harrison, Mary Hawley.
Ditto	Ditto	-	Ephraim Ritson; John Shenton.
Ditto	Ditto	-	John Buckton.
Ditto	John Atkinson	-	John Atkinson.
Ditto	Ditto	-	Robert Ashworth, George Lomas.
Ditto	John Walker	-	John Walker.
Passage	Ditto	-	
Coal-yard	Ditto	-	Adam Platt.
Vacant Land	Ditto	-	
Passage	Ditto	-	
House, Yard, and Premises	Mark Wilson	-	Samuel Hill.
Ditto	Ditto	-	John Yarker.
Ditto	Ditto	-	Richard Stafford.
House	Ditto	-	William Farrington.
Ditto	Ditto	-	John Stafford.
Ditto	George Wilden	-	Francis Honey.
House and Yard	Ditto	-	George Wilden.
Passage	Ditto	-	
House	Ditto	-	Mary Thompson.
Ditto	Ditto	-	Elizabeth Gray.
Scholes Street	Surveyors of Highways or Commissioners of Police.	-	
House	Edward Buckley Ousey.	-	Empty; Ann Horridge.
Ditto	Ditto	-	Charles Thorniley; Empty.
Ditto	Ditto	-	William Pollock, John Brandreth.
Ditto	Ditto	-	Henry Munn; Empty.
Passage	Ditto	-	
House	Ditto	-	Jane Bradbury.
Ditto	Ditto	-	John Berry.
Ditto	Ditto	-	John Dutton.
Ditto	Ditto	-	Edward Buckley Ousey.
Court and Outbuilding	Edward Buckley Ousey	-	
House	Ditto	-	Ann Martin.
Ditto	Ditto	-	Ann Potts.
Ditto	Ditto	-	Samuel Sheldon.
Ditto	Ditto	-	Thomas Norton, Mary Norbury.
Ditto	Ditto	-	Margaret Ainsworth, Thomas Pye.
Ditto	Ditto	-	William O'Neill, Robert Mills.
House, Yard, and Premises	Ditto	-	John Travis.
Vacant Land, Stable, and Premises.	William Cheetham	-	Charles Goodwin.
Hat Dye House	Ditto	-	William Mills.
House	Ditto	-	William Mills, John Dogherty.
Ditto	Ditto	-	George Steinthorpe, James Morrall.
Ditto	Ditto	-	John Littlefield, George Percival.
Ditto	Ditto	-	Mary Sankey, Charles Goodwin.
Ditto	Ditto	-	Mary Hudson, James Williams.

Description of Property.	Owner or reputed Owner.	Lessee or reputed Lessee.	Occupier.
House - - -	William Moulton - - -	- - -	James Howarth.
Ditto - - -	Ditto - - -	- - -	Michael Laffy, James Gaskell.
Ditto - - -	Ditto - - -	- - -	John Broe, John Richardson.
Boardman Street - - -	Surveyors of Highways or Commissioners of Police.	- - -	
Passage and Court House - - -	William Moulton.	- - -	Owen Lec.
Ditto - - -	Ditto - - -	- - -	William Keen, Benjamin Perry.
Ditto - - -	Ditto - - -	- - -	Richard Dixon.
Ditto - - -	Ditto - - -	- - -	Timothy Booth.
Ditto - - -	Ditto - - -	- - -	Betsey Wharton.
Ditto - - -	Reverend William Mal-lalieu.	- - -	Henry Spence, Thomas Jenkins.
Yard and Buildings - - -	Ditto - - -	- - -	Thomas Buckley, William Keen.
House - - -	John Shepley - - -	- - -	William Tonge, Henry Gibbin.
Passage - - -	Ditto.	- - -	
House - - -	Ditto - - -	- - -	Ann M'Cowen.
Ditto - - -	Ditto.	- - -	
Yard and Outbuildings House - - -	Ditto.	- - -	John Benson, James Rostron.
Ditto - - -	Ditto - - -	- - -	James Heap, George Stringer.
Ditto - - -	Ditto - - -	- - -	Hannah Gibbons, Patrick M'Murnis.
Passage - - -	Ditto.	- - -	Thomas Wood, Edward Caffray.
House - - -	Ditto - - -	- - -	
Ditto - - -	Ditto - - -	- - -	John May.
Ditto - - -	Ditto - - -	- - -	— Pickering.
Ditto - - -	Ditto - - -	- - -	Nancy Stoneleigh.
Yard and Premises House and Shop - - -	Edward Hulme - - -	- - -	Daniel Clegg, James Shaw.
Yard and Building House - - -	Ditto - - -	- - -	George Lomas.
Ditto - - -	John Harvey - - -	- - -	James Irlam, Jane Grimpton.
Passage - - -	Ditto.	- - -	
House - - -	Ditto - - -	- - -	John Harvey, James Smith, Mary Gleave.
Ditto - - -	Ditto - - -	- - -	Thomas Taylor.
Ditto - - -	Adam Knowles - - -	- - -	Richard Evans, George Stringer.
Passage - - -	Ditto.	- - -	
House and Yard - - -	Ditto - - -	- - -	Bernard Hainey.
Ditto - - -	Ditto - - -	- - -	Charles Richards.
House - - -	Ditto - - -	- - -	Thomas Taylor, Martha Smith.
Passage - - -	Ditto and Thomas Clegg.	- - -	
House - - -	Thomas Clegg - - -	- - -	George Smith, William Telfourd.
Ditto - - -	Ditto - - -	- - -	Thomas Clegg.
Public House, Brewhouse, and Premises.	Edward Hulme - - -	- - -	Edward Hulme.
Vacant Land and Stable - - -	Robert Shepley - - -	- - -	Robert Shepley.
Vacant Land - - -	Ditto.	- - -	

Description of Property.	Owner or reputed Owner.	Lessee or reputed Lessee.	Occupier.
Stable and Sheds	Edward Baxter	- - -	John Weatherall.
Pipe Yard and Shed	Ditto	- - -	Adam Houghton.
House	Ditto	- - -	Aaron Houghton.
Public House, Brewhouse, Yard, and Premises.	Ditto	- - -	James Gibbons.
Passage and Pump	Ditto.	- - -	
House	Ditto	- - -	Price Thomas, Thomas James.
Ditto	Ditto	- - -	Elizabeth Boyers.
Ditto and Yard	Ditto	- - -	Northern Swindells.
House	Ditto	- - -	Thomas Lord, Ellen Lee.
Ditto	Ditto	- - -	William Stanley, John Berry.
Ditto and Shop	Ditto	- - -	William Henry Goring.
Travis Street	Surveyors of Highways or Commissioners of Police.		
Bailey Street			
House	Edward Baxter	- - -	Thomas Barton.
Ditto	Ditto	- - -	John Hulton.
Ditto	Robert Shepley	- - -	Margaret Blakewell.
Ditto	Ditto	- - -	Thomas Helley.
Ditto	Ditto	- - -	Frances Booth.
Passage	Ditto.	- - -	
House	Ditto	- - -	Thomas Henshall.
Ditto	Ditto	- - -	Joseph Gee.
Ditto	Ditto	- - -	George White.
Court, Yard, and Premises	Ditto.	- - -	
House	Ditto	- - -	John Burton.
Ditto	Ditto	- - -	Ann Hodson.
Ditto	Ditto	- - -	John Whittam.
Ditto	Ditto	- - -	John Jones.
Ditto	Ditto	- - -	Hugh M'Owen.
Ditto	Ditto	- - -	Harriett M'Kay.
Ditto	Edward Hulme	- - -	John Wood.
Passage and Court	Ditto.	- - -	
House	Ditto	- - -	Empty.
Ditto	Ditto	- - -	William Barnes.
Ditto	Ditto	- - -	John Jones.
Ditto	Ditto	- - -	John Stott.
Ditto	Ditto	- - -	Margaret O'Brien.
Ditto	Ditto	- - -	Benjamin Roberts.
Ditto	Ditto	- - -	James Atkinson.
Ditto	Ditto	- - -	John Jones.
Ditto	Ditto	- - -	James Taylor.
Ditto	Ditto	- - -	Thomas Jones.
Ditto	Ditto	- - -	Noah Wiggles.
Shop	Ditto	- - -	Thomas Buckley.
House	Ditto	- - -	James Ormrod.
Ditto	Ditto	- - -	Edward Hulme.
Passage	Ditto.	- - -	
Ashton Street	Surveyors of Highways or Commissioners of Police.		
House	Edward Hulme	- - -	Joseph Beeston.
Ditto	Ditto	- - -	John Pickup.
Ditto	Ditto	- - -	Empty.
Ditto	Ditto	- - -	Saville Crowther.
Ditto	Ditto	- - -	William Wood.
Passage	Ditto.	- - -	
House	John Collier	- - -	Frederick Collier.
Ditto	Ditto	- - -	Ann Collier.

Description of Property.	Owner or reputed Owner.	Lessee or reputed Lessee.	Occupier.
House	John Collier	- - -	Mrs. Ralphs.
Passage, Court, and Premises	Ditto.	- - -	
House	Samuel Lowcock	- - -	Thomas Bracegirdle.
Ditto	Ditto	- - -	Thomas Taylor.
House	Samuel Lowcock	- - -	John Whittam.
Coal-yard	Ditto	- - -	William Kean.
House and Yard	Ditto	- - -	Ditto.
House	Trustees of Thomas Lomas.	- - -	James Smith.
Ditto	Ditto	- - -	Edward Parry.
Passage	Ditto.	- - -	
House	Ditto	- - -	John Hatton.
Ditto	Ditto	- - -	Peter Rhodes.
Ditto	Ditto	- - -	John Hunter.
Ditto	Ditto	- - -	Hugh Rigley.
Ditto	Ditto	- - -	Thomas Smith.
Ditto	Ditto	- - -	Thomas Hobson.
Ditto	John Hulme	- - -	Edward Dean.
Ditto	Ditto	- - -	James Fallows.
Passage	Ditto.	- - -	
House	Ditto	- - -	Thomas Rutherford.
Ditto	Ditto	- - -	Thomas Johnson.
Ditto	Ditto	- - -	Sarah Lightfoot.
Ditto	Ditto	- - -	James Finney.
Ditto	Joseph Ryland	- - -	Peter M'Fall.
Ditto	Ditto	- - -	Edward Eastwood.
Ditto	Ditto	- - -	George Williamson.
Ditto	Ditto	- - -	Thomas Smith.
Lomas Court	Ditto and Trustees of Thomas Lomas.	- - -	
House	Joseph Ryland	- - -	Thomas Jones.
Ditto	Ditto	- - -	Martin Naylor.
Ditto	Ditto	- - -	James Price.
Ditto	Ditto	- - -	Elizabeth Darby.
Ditto	Joseph Timperley	- - -	Thomas — Holiwell, George Procter,
Ditto	Ditto	- - -	John Withington, Ann Sherlock.
Ditto	Ditto	- - -	Louisa Godson, Frank Goolden, Joseph Pagett.
Ditto	James Hall	- - -	Thomas Wood, Robert Platt.
Ditto	Ditto	- - -	John Rawlinson, — Fagin.
Ditto	Richard Birch	- - -	Sarah Chadwick.
Ditto	Ditto	- - -	Sarah Stocks.
Ditto	Ditto	- - -	Ann Jones.
Ditto	Ditto	- - -	Matthew Jones.
Ditto	Ditto	- - -	Mary Wain.
Ditto	Ditto	- - -	Empty.
Ditto	Ditto	- - -	Betty Shuttleworth.
Ditto	Ditto	- - -	James Williamson.
Ditto	John Hulme	- - -	Mary Ann Thomas, Tuckey Stevenson,
Ditto	Ditto	- - -	James Kelly, William Hoyle.
Ditto	Ditto	- - -	Charlotte Mayor, Wil- liam Jones.
Hulmes Court	Ditto.	- - -	
House	Ditto	- - -	John Kean.
Ditto	Ditto	- - -	Joseph Tompkinson.

Description of Property.	Owner or reputed Owner.	Lessee or reputed Lessee.	Occupier.
House	John Hulme		James Shaw.
Ditto	Ditto		John Pindar.
Ditto	Ditto		Samuel Ormrod.
Ditto	Ditto		Elizabeth Cliff.
Ditto	Ditto		James Hoyle, Margaret Mellor.
Ditto	Trustees of Thomas Lomas.		Richard Beech.
Ditto	Ditto		Thomas Ogden.
Lomas Square	Ditto.		
House	Ditto		James Welch.
Ditto	Ditto		George Cottam.
Ditto	Ditto		Joseph Boyd.
Ditto	Ditto		William Boyd.
Ditto	Ditto		Peter Anderson.
Ditto	Ditto		John Dean.
Ditto	Samuel Lowcock		Henry Swindell.
Ditto	Ditto		Henry Taylor.
Ditto	Ditto		Ann Taylor.
Ditto	John Collier		Alice Moreton.
Ditto	Ditto		David Collier.
Ditto	Ditto		James Howell.
Ditto	Ditto		John Collier.
Ditto	Ditto		Thomas Connor.
Ditto	Ditto		Empty.
Collier's Court	Ditto.		
Broad Street	Surveyors of Highways or Commissioners of Police.		
Travis Street	Ditto.		

COUNTY OF CHESTER.

Township of Nether Alderley, Parish of Alderley or Nether Alderley.

Pits and Waste	Sir John Thomas Stanley, Bart.		
Cottage and Garden	Ditto		Joseph Jackson.
Ditto	Ditto		Thomas Toft.
Stack-yard	Ditto		Henry Caldwood
Barns, Yard, Shippon, and Stable.	Ditto		Ditto.
Farmhouse, Garden, and Orchard.	Ditto		Ditto.
Stack-yard	Ditto		Ditto.
Plantation	Sir John Thomas Stanley, Bart.		Sir John Thomas Stanley, Bart.
Ditto	John Dixon, Esq.		John Dixon, Esq.

Township of Chelford, Parish of Prestbury.

Stack-yard and Barns	John Dixon, Esq.		Samuel Norbury.
Ditto	Ditto		Ditto.
Two Cottages	Ditto		Mary Bradley and Thomas Davies.
Gardens	Ditto		Ditto.
Farmhouse	Ditto		Mary Barber.
Farmhouse	Ditto		Samuel Norbury.
Garden	Ditto		Ditto.

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Description of Property.	Owner or reputed Owner.	Lessee or reputed Lessee.	Occupier.
Farmhouse, Farm-yard, Garden, and Outbuild- ings.	John Dixon, Esq.	- - -	Thomas Hague.
Garden and Orchards	Ditto	- - -	Ditto.

Township of Old Withington, Parish of Prestbury.

Plantation	John Baskerville Glegg, Esq.	- - -	John Baskerville Glegg, Esq.
Ditto	Ditto	- - -	Ditto.
Ditto	Ditto	- - -	Ditto.
Garden	Ditto	- - -	William Bradford.
Farmhouse	Ditto	- - -	Ditto.
Farm-yard and Barns	Ditto	- - -	Ditto.
Orchard	Ditto	- - -	Ditto.
Ditto	Ditto	- - -	Ditto.

Township of Siddington, Parish of Prestbury.

Garden	Edward Davies Daven- port, Esq.	- - -	Solomon Dingle.
Farmhouse	Ditto	- - -	Ditto.
Orchard	Ditto	- - -	Ditto.
Ditto	Ditto	- - -	Edward Bowers.
Cottage	Ditto	- - -	Solomon Dingle.
Dwelling House, Outbuild- ings, and Orchard.	Ditto	- - -	John Worth.
Cottage and Field	Ditto	- - -	John Foden.
Orchard	Ditto	- - -	John Worth.
Cottage	Ditto	- - -	Ditto and Esther Ads- head.
Cottage and Garden	Ditto	- - -	William Dingle.
Orchard	Ditto	- - -	Ditto.
Farmhouse	Ditto	- - -	Samuel Davis.
Orchard	Ditto	- - -	Ditto.
Dwelling Houses	Ditto	- - -	Richard Slater, Betty Allman.
Orchard	Edward Davies Daven- port, Esq.	- - -	Richard Slater and Betty Allman.
Field and Shed	Ditto	- - -	Samuel Slater and Daniel Somerfield.
Cottage	Ditto	- - -	Samuel Slater.
Orchard	Ditto	- - -	Ditto.
Two Dwelling Houses and Outbuildings.	Ditto	- - -	Thomas Wood and William Wood.
Orchard and Garden	Ditto	- - -	William Wood.

Township of Marton, Parish of Prestbury.

Farmhouse	Edward Davies Daven- port, Esq.	- - -	Peter Potts.
Outbuildings	Ditto	- - -	Ditto.
Orchard and Garden	Ditto	- - -	Ditto.
Four Cottages and Gar- dens.	Ditto	- - -	John Dean, John Barns, William Stonier, and John Pass.
Orchard and Garden	Ditto	- - -	John Pass, and Wil- liam Stonier.
Barn	Ditto	- - -	Thomas Lawton.

Description of Property.	Owner or reputed Owner.	Lessee or reputed Lessee.	Occupier.
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Township of Congleton, Parish of Astbury.

Orchard	William Vardon	Samuel Brittain	Samuel Brittain.
Orchard and Garden	Ditto	Ditto	Ditto.
Ditto	William Starkey	-	Ditto.
Moreton Meadow, Farmhouse, Outbuildings, Yard, and Stack-yard.	William Vardon	Ditto	Ditto.

Township of Newbold Astbury, Parish of Astbury.

Farmhouse and Garden	George Ackers	Daniel Oakes	John Wallworth.
Barn and Yard	Ditto	Ditto	Daniel Oakes.

Township of Moreton-cum-Alcumlow, Parish of Astbury.

Plantation	George Ackers, Esq.	-	George Ackers, Esq.
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Township of Odd Rode, Parish of Astbury.

Dwelling Houses and Gardens.	William Lowndes, Esq.	-	William Barber and Thomas Moores.
Ditto	Ditto	-	Henry Bayley, Joseph Moore, John Goodwin.
Barn and Yard	Ditto	-	William Lowndes, Esq.
Plantation	Ditto	-	Ditto.
Croft and Road	Ditto	-	Ditto.
Barn and Yard	Ditto	-	Ditto.
Dwelling Houses and Gardens.	Ditto	-	George Bayley, Elizabeth Rigby, Samuel Hargreaves.
Pool of Water and Plantation.	William Lowndes, Esq.	-	William Lowndes, Esq.
Farmhouse, Outbuildings, Two Gardens, and Yard.	Ditto	John Moors	John Moors.
Dwelling House and Garden.	Ditto	Ditto	Ditto.
Orchard	Ditto	Ditto	Ditto.
Pond	Ditto	Ditto	Ditto.
Outbuildings and Yard	Sir Edmund Antrobus, Bart.	-	James Morris.
Stack-yard	Ditto	-	Ditto.
Farmhouse and Orchard	Ditto	-	Ditto.
Two Dwelling Houses, Outbuildings, and Outlet.	Ann Morris	-	Ann Morris and William Barker.
Orchard	Ditto	-	Ann Morris.
Field and Garden	Sir Edmund Antrobus, Bart.	-	James Morris.
Dwelling Houses and Gardens.	Ann Morris	-	Charles Wright, Mary Halewood.
Plantation	Sir Edmund Antrobus, Bart.	-	James Morris.

Description of Property.	Owner or reputed Owner.	Lessee or reputed Lessee.	Occupier.
Gardens - - -	Sir Edmund Antrobus, Bart.	- - -	James Morris, Richard Becket, Samuel Bar- net.
Two Dwelling Houses and Gardens.	Ditto - - -	- - -	William Steel, William Lea.
Garden - - -	John Glover - - -	- - -	William Steel.
Dwelling Houses and Gar- dens.	Sir Edmund Antrobus, Bart.	- - -	Samuel Barnett, Rich- ard Beckett, George Brownsword.
Dwelling Houses and Gar- dens.	John Glover - - -	- - -	Daniel Watts, James Lawton.
Field and Outbuildings -	John Glover - - -	- - -	William Steel.
Garden Land - - -	Randal Wilbraham, Esq.	- - -	Peter Copeland, George Brownsword.
Run of Water - - -	James Morris - - -	- - -	Charles Davenport.
Plantation - - -	Charles Davenport - - -	- - -	William Steel.
Railway or Tramroad -	James Morris - - -	James Sutton, Rev. Henry Delves Broughton, John Arthur Borron, Esq., James Clif- ford, Esq., and Charles Alkins, or the Trubshaw Colliery Com- pany.	The Lessees.
Dwelling House, Buildings, and Garden.	Joseph Dean - - -	- - -	Joseph Beresford.
Dwelling Houses and Gar- dens.	Ditto - - -	- - -	Richard Lea, Thomas Turner, John Lea.
Field and small Pool -	Joseph Dean - - -	- - -	Joseph Beresford.
Wharf - - -	Randle Wilbraham, Esq.	Messrs. Sutton, Broughton, Bor- ron, Clifford, and Alkins, or the Trubshaw Col- liery Company.	The Lessees.
Dwelling House and Gar- den.	Josiah Osborne - - -	- - -	William Cunliffe.
Dwelling Houses, Out- buildings, and Gardens.	Randle Wilbraham, Esq.	- - -	Thomas Collinson and James Hall.
Public House, Brewhouse, Outbuildings, Garden, and Orchard.	Robert Bayley - - -	- - -	Robert Bayley.
Farmhouse, Barn, Garden, and Yard.	John Bennett - - -	- - -	John Stubbs.
Orchard - - -	Ditto - - -	- - -	John Stubbs.
Toll House and Garden -	Trustees of the Turn- pike Road, George Reed, Clerk.	- - -	Thomas Leach.
Garden - - -	Charles Bourne Lawton, Esq.	George Hargreaves	Ditto.
Outbuildings, Yard, and Garden.	Ditto - - -	Ditto - - -	Ditto.
Cottages and Gardens -	Ditto - - -	Ditto - - -	Enoch Yates, Samuel Jervis.
Ditto - - -	Martha Stanfield - - -	- - -	William Lucas, Peter Stanyer, Thomas Shaman.
Plantation - - -	Charles Bourne Lawton, Esq.	- - -	Charles Bourne Lawton, Esq.

Description of Property.	Owner or reputed Owner.	Lessee or reputed Lessee.	Occupier.
<i>Township of Church Lawton, Parish of Lawton or Church Lawton.</i>			
Plantation and private Carriage Road.	Charles Bourne Lawton, Esq.	- - -	Charles Bourne Lawton, Esq.
Plantations	Ditto	- - -	Ditto.
Ditto	Ditto	- - -	Ditto.
Plantation	Ditto	- - -	Ditto.
Ditto	Ditto	- - -	Ditto.
Ditto	Ditto	- - -	Ditto.
Ditto	Ditto	- - -	Ditto.
Ditto	Ditto	- - -	Ditto.
Ditto and Brook	Ditto	- - -	Ditto.
Red Bull Inn, Stables, Brewhouse, Outbuildings, Yard, and Garden.	Ditto	- - -	John Peake.
Toll House	Trustees of the Turnpike Road, John Plant Harding, Clerk.	- - -	Sampson Rhead and William Podmore, John Lovat.
Plantation	Charles Bourne Lawton, Esq.	- - -	Charles Bourne Lawton, Esq.
Garden	Ditto	- - -	John Peake.
Dwelling Houses, Joiner's Shop, Timber Yard, and Garden.	Ditto	- - -	James Booth, Caleb Hancock, Samuel Ashmore.
Dwelling House, Shop, and Garden.	Ditto	- - -	Thomas Smith.
Garden Ground	Ditto	- - -	Caleb Hancock, Samuel Ashmore.
Five Dwelling Houses and Gardens.	Ditto	Trubshaw Colliery Company.	Samuel Jones, John Kirkham, Thomas Fryer, Charles Rigby, and William Jenkinson.
Wharf, Land, and Counting-house.	Charles Bourne Lawton, Esq.	- - -	The Trent and Mersey Canal Company.
Dwelling House, Warehouse, Garden, and Croft.	Ditto	Trubshaw Colliery Company.	John Collinson.
Dwelling House, Stables, Stack-yard, Shop, Barn, and Garden.	Ditto	- - -	John Beresford.
Stack-yard	Ditto	- - -	John Peake.
Dwelling House and Smithy	Ditto	- - -	Sarah Cook.
Weighing Machine	Ditto	The Trubshaw Colliery Company.	The Trubshaw Colliery Company.
Coal-pit	Ditto.	- - -	- - -
Five Dwelling Houses, Gardens, and Outbuildings.	Ditto	- - -	Thomas Condliffe, Philip Copeland, James Buffy, Charlotte Gibson, William Barber.
Garden Ground	Ditto	Messrs. Sutton, Broughton, Borron, Clifford, and Alkins.	Charles Rigby, William Jenkinson.
Railroad and Wharf	Ditto	The Trubshaw Colliery Company.	The Trubshaw Colliery Company.

Description of Property.	Owner or reputed Owner.	Lessee or reputed Lessee.	Occupier.
COUNTY OF STAFFORD.			
<i>Township of Talk o' th' Hill, Parish of Audley.</i>			
Dwelling House and Garden.	Richard Edensor Heathcote, Esq.	- - -	Samuel Bromley.
Dwelling House, Outbuildings, and Garden.	Ditto	- - -	William Shenton.
Cottage and Garden.	Ditto	- - -	George Griffiths.
Garden	Samuel Johnson	- - -	Sarah Beresford.
Coal Wharf	Ditto	- - -	Richard Edensor Heathcote, Esq.
Tramroad	Ditto	- - -	Ditto.
Pond	Samuel Johnson	- - -	Richard Edensor Heathcote, Esq.
Five Cottages and Gardens, Workshops, and Premises.	Richard Edensor Heathcote, Esq.	- - -	Peter Seabridge, Joseph Patrick, William Patrick, John Handford, James Willcox.
Field, Engine House, Coal-pits, and Tramroads.	Thomas Kinnersley, Esq.	- - -	Thomas Kinnersley, Esq.
Plantation, being Part of Field 23.	Ditto	- - -	Ditto.
Farmhouse and Garden	Representatives of the late John Lockett.	- - -	William Baddeley.
Barn, Outbuildings, and Orchard.	Ditto	- - -	Ditto.
Pond, Farm-yard, and Stack-yard.	Ditto	- - -	Ditto.
Garden	Ditto	- - -	William Baddeley, Samuel Hollins.
Harecastle Wood	Thomas Kinnersley, Esq.	- - -	Thomas Kinnersley, Esq.