



ANNO SEPTIMO & OCTAVO

VICTORIÆ REGINÆ.

Cap. lxxxii.

An Act for making a Railway from the *Manchester and Leeds* Railway to the Towns of *Ashton-under-Lyne* and *Staly Bridge*. [19th July 1844.]

WHEREAS the making of a Railway from the *Manchester and Leeds* Railway in the Township of *Newton* to or near to the Towns of *Ashton-under-Lyne* and *Staly Bridge*, all within the County Palatine of *Lancaster*, would be of great public Advantage: And whereas the several Persons herein-after named, with other Persons, are willing, at their own Expence, to carry into execution the said Undertaking; but the same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That *Charles Cheetham Bayley*, *Samuel Brooks*, *William Cunliffe Brooks*, *Thomas Broadbent*, *Henry Bury*, *Joseph Chamberlain*, *John Cheetham*, *John Clapham*, *Timothy Rhodes Cobb*, *James Cunliffe*, *William Entwisle*, *Joseph Fletcher*, *Robert Gill*, *Charles Pascoe Grenfell*, *Pascoe St. Leger Grenfell*, *George Hutchinson Hall*, *John Hargreaves*, *David Harrison*, *James Hatton*,

Company incorporated.

[Local.]

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Joseph Hegan, Henry Houldsworth, Henry Kendall, Henry Hewitt Kennard, John Pierse Kennard, Robert William Kennard, Stephen Ponder Kennard, James Kenworthy, John Milligen Laws, Captain Royal Navy, John Leech, Edward Loyd, John Macvicar, William Marshall, William Middlemore, Luke Parkinson, Alfred Reyner, John Riley, Samuel Schuster, Salis Schwabe, James Simpson, John Smith, Sigismond Stern, Samuel Waterhouse junior, John Whitaker, William Willott, and all other Parties who have already subscribed or shall hereafter subscribe to the said Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making the said Railway, with proper Works and Conveniences connected therewith, according to the Provisions of this Act, and for the Purpose aforesaid shall be incorporated by the Name of "*The Ashton, Staly Bridge, and Liverpool Junction Railway Company,*" and by that Name shall be a Body Corporate, with perpetual Succession, and shall have Power to purchase and hold Lands, within the Restrictions herein-after contained, for the Purposes of the said Undertaking.

Capital.

II. And whereas the estimated Expence of making the said Railway and Works is One hundred and fifty thousand Pounds; be it enacted, That One hundred and fifty thousand Pounds shall be the Capital of the said Company.

Shares.

III. And be it enacted, That the said Capital shall be divided into Six thousand Shares, each of the Amount of Twenty-five Pounds; and such Shares shall be numbered in arithmetical Progression, beginning with Number One; and every such Share shall be distinguished by its appropriate Number.

Shares to be Personal Estate.

IV. And be it enacted, That all Shares in the Undertaking shall be Personal Estate, and transmissible as such, and shall not be of the Nature of Real Estate.

Shareholders.

V. And be it enacted, That every Person who shall have subscribed or shall subscribe the Sum of Twenty-five Pounds or upwards to the Capital of the Company shall be deemed a Shareholder of the Company, and shall be entitled to have One Share therein allotted to him in respect of every Sum of Twenty-five Pounds so subscribed by him.

Registry of Shareholders.

VI. And be it enacted, That the Company shall keep a Book, to be called the "*Register Book of Shareholders,*" and in such Book shall be fairly and distinctly entered from Time to Time the Names of the several Corporations, and the Names and Additions of the several Persons, being Shareholders of the Company, the Number of Shares to which such Shareholders shall be respectively entitled, distinguishing each Share by its Number, and the Amount of the Subscriptions paid on such Shares; and such Book shall be authenticated by the Common Seal of the Company being affixed thereto; and such Authentication shall take place at the first Ordinary Meeting or at some subsequent Meeting of the Company.

VII. And be it enacted, That in addition to the said Register of Shareholders the Company shall provide a proper Book, to be called the "Shareholders Address Book," in which the Clerk of the Company shall from Time to Time enter the Places of Abode of the several Shareholders of the Company; and every Shareholder, or if such Shareholder be a Corporation the Clerk or Agent of such Corporation, may at all convenient Times peruse such Book gratis, and may require a Copy thereof or of any Part thereof; and for every Hundred Words so required to be copied the Company may demand a Sum not exceeding Sixpence.

Addresses
of Share-
holders.

VIII. And be it enacted, That on Demand of the Holder of any Share the Company shall cause a Certificate of the Proprietorship of such Share to be delivered to such Shareholder, and such Certificate shall have the Common Seal of the Company affixed thereto, and such Certificate shall specify the Share in the Undertaking to which such Shareholder is entitled, and the same may be according to the Form in the Schedule (A.) to this Act annexed, or to the like Effect; and for such Certificate the Company may demand any Sum not exceeding Two Shillings and Sixpence.

Certificates
of Shares.

IX. And be it enacted, That such Certificate shall be admitted in all Courts as *prima facie* Evidence of the Title of such Shareholder, his Executors, Administrators, Successors, or Assigns, to the Share therein specified, nevertheless the Want of such Certificate shall not prevent the Holder of any Share from disposing thereof.

Certificate to
be Evidence.

X. And be it enacted, That if any such Certificate be worn out or damaged, then upon the same being produced at some Meeting of the Directors such Directors may order the same to be cancelled, and thereupon another similar Certificate shall be given to the Party in whom the Property of such Certificate, and of the Share therein mentioned, shall be at the Time vested, or if such Certificate be lost or destroyed, then upon Proof thereof a similar Certificate shall be given to the Party entitled to the Certificate so lost or destroyed, and in either Case a due Entry of the substituted Certificate shall be made by the Clerk of the Company in the Register of Shareholders; and for every such Certificate so given or exchanged the Company may demand any Sum not exceeding Two Shillings and Sixpence.

Certificate to
be renewed
when de-
stroyed.

XI. And be it enacted, That, subject to the Regulations herein contained, every Shareholder may sell and transfer his Shares in the Railway by Deed duly stamped, in which the Consideration shall be truly stated, and such Deed may be according to the Form in the Schedule (B.) to this Act annexed, or to the like Effect; and the same (when duly executed) shall be delivered to the Clerk, and be kept by him, and the Clerk shall enter a Memorial thereof in a Book, to be called the "Register of Transfers," and shall endorse such Entry on the Deed of Transfer, and for every such Entry and Endorsement the Company may demand any Sum not exceeding Two Shillings and Sixpence; and on the Request of the Purchaser of any Share an Endorsement of such Transfer shall be made on the Certificate of such Share, instead of a new Certificate being granted, and for

Transfers of
Shares to be
registered,
&c.

for such Endorsement the Company may demand any Sum not exceeding Two Shillings and Sixpence; and such Endorsement, being signed by the Clerk, shall be considered in every respect the same as a new Certificate; and until such Transfer have been so delivered to the Clerk as aforesaid the Purchaser of the Share shall not be entitled to receive any Share of the Profits of the said Undertaking; or to vote in respect of such Share.

Transfers not to be made until all Calls paid.

XII. And be it enacted, That no Shareholder shall be entitled to transfer any Share until he shall have paid all Calls for the Time being due on every Share held by him.

Closing of Transfer Books.

XIII. And be it enacted, That the Directors may close the Register of Transfers for a Period not exceeding Fourteen Days previous to each Ordinary Meeting, and may fix a Day for the closing of the same, of which Seven Days Notice shall be given by Advertisement in some Newspaper as after mentioned; and any Transfer made during the Time when the Transfer Books are so closed shall, as between the Company and the Party claiming under the same, but not otherwise, be considered as made subsequently to such Ordinary Meeting.

Transmission of Shares by other Means than Transfer to be authenticated by a Declaration.

XIV. And with respect to the Registration of Shares the Interest in which may have become transmitted in consequence of the Death or Bankruptcy or Insolvency of any Shareholder, or in consequence of the Marriage of a Female Shareholder, or by any other legal Means than by a Transfer according to the Provisions of this Act, be it enacted, That no Person claiming by virtue of any such Transmission shall be entitled to receive any Share of the Profits of the said Undertaking, nor to vote in respect of any such Share as the Holder thereof, until such Transmission have been authenticated by a Declaration in Writing as herein-after mentioned, or in such other Manner as the Directors shall require; and every such Declaration shall state the Manner in which and the Party to whom such Share shall have been so transmitted, and shall be made and signed by some credible Person before a Justice, or before a Master or Master Extraordinary in the High Court of Chancery; and such Declaration shall be left with the Clerk, and thereupon he shall enter the Name of the Person entitled under such Transmission in the Register Book of Shareholders of the Company, and for every such Entry the Company may demand any Sum not exceeding Ten Shillings.

Proof of Transmission by Marriage, Will, &c.

XV. And be it enacted, That if such Transmission be by virtue of the Marriage of a Female Shareholder the said Declaration shall contain a Copy of the Register of such Marriage, or other Particulars of the Celebration thereof, and shall declare the Identity of the Wife with the Holder of such Share; and if such Transmission have taken place by virtue of any testamentary Instrument, or by Intestacy, the Probate of the Will or Letters of Administration, or an official Extract therefrom, shall, together with such Declaration, be produced to the Clerk, who upon such Production, in either of the Cases aforesaid,

aforesaid, shall make an Entry of the Declaration in the said Register of Transfers.

XVI. And be it enacted, That with respect to any Share to which several Persons may be jointly entitled, all Notices directed to be given to the Shareholders shall be given to whichever of the said Persons shall appear by Name first in the Register of Shareholders, and Notice so given shall be sufficient Notice to all the Proprietors of such Share.

Notices to joint Proprietors of Shares.

XVII. And be it enacted, That if any Money be payable to any Shareholder being a Minor, Idiot, or Lunatic, the Receipt of the Guardian of such Minor, or the Receipt of the Committee of such Idiot or Lunatic, shall be a sufficient Discharge to the Company for the same.

Receipts for Money payable to Minors, &c.

XVIII. And be it enacted, That the Company shall not be bound to see to the Execution of any Trust, whether express, implied, or constructive, to which any of the said Shares may be subject, and the Receipt of the Party in whose Name any such Share shall stand in the Books of the Company shall from Time to Time be a sufficient Discharge to the Company for any Dividend or other Sum of Money payable in respect of such Share, notwithstanding any Trusts to which such Share may then be subject, and whether or not the Company have had Notice of such Trusts, and the Company shall not be bound to see to the Application of the Money paid upon such Receipt.

Company not bound to regard Trusts.

XIX. And be it enacted, That from Time to Time the Company may make such Calls of Money upon the respective Shareholders in respect of the Amount of Capital respectively subscribed or owing by them as they shall think fit, provided that Twenty-one Days Notice at the least be given of each Call, and that no Call exceed the Amount of Five Pounds *per* Share, and that successive Calls be not made at less than the Interval of Four Months, and that the aggregate Amount of Calls made in any One Year do not exceed the Amount of Fifteen Pounds *per* Share; and every Shareholder shall be liable to pay the Amount of the Calls so made in respect of the Shares held by him to the Persons and at the Times and Places from Time to Time appointed by the Company.

Power to make Calls.

XX. And be it enacted, That if, before or on the Day appointed for Payment; any Shareholder do not pay the Amount of any Call to which he may be liable, then such Shareholder shall be liable to pay Interest for the same, at the Rate of Five Pounds *per Centum per Annum*, from the Day appointed for the Payment thereof to the Time of the actual Payment.

Interest on Calls unpaid.

XXI. And be it enacted, That the Company may, if they think fit, receive from any of the Shareholders willing to advance the same all or any Part of the Monies due upon their respective Shares beyond the Sums actually called for; and upon the Principal Monies so paid in advance, or so much thereof as from Time to Time shall exceed the Amount of the Calls made upon the Shares in respect of

Payment of Subscriptions before Call.

[Local.]

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which such Advance shall have been made, the Company may pay Interest at such Rate, not exceeding Five Pounds *per Centum per Annum*, as the Shareholder paying such Sum in advance and the Company shall agree upon.

Power to
repay Sub-
scriptions
paid in ad-
vance.

XXII. Provided always, and be it enacted, That it shall be lawful for the Directors, from Time to Time as they shall think proper, with the Consent of any of the Proprietors who may have so paid any Money in advance, or on their Representation, to return the whole or any Part of any such respective Sums of Money so paid in advance by any of the Proprietors for the Time being in the said Undertaking, but without prejudice to the Power of the said Directors to call for and enforce the Repayment of the same in like Manner as any other Calls made by them under the Provisions of this Act.

Enforce-
ment of Calls
by Action.

XXIII. And be it enacted, That if at the Time appointed by the Company for the Payment of any Calls the Holder of any Share fail to pay the Amount of such Call the Company may sue such Shareholder for the Amount thereof in any Court of Law or Equity having competent Jurisdiction, and may recover the same, with Interest at the Rate of Five Pounds *per Centum per Annum* from the Day on which such Call may have been payable.

Declaration
in Action
for Calls.

XXIV. And be it enacted, That in any Action to be brought by the Company against any Shareholder to recover any Money due for any Call it shall not be necessary to set forth the special Matter, but it shall be sufficient for the Company to declare that the Defendant is a Holder of One Share or more in the Company (stating the Number of Shares), and is indebted to the Company in the Sum of Money to which the Calls in arrear shall amount, in respect of One Call or more upon One Share or more (stating the Number and Amount of each of such Calls), whereby an Action hath accrued to the Company by virtue of this Act.

Matter to be
proved in
Action for
Calls.

XXV. And be it enacted, That on the Trial of such Action it shall be sufficient to prove that the Defendant at the Time of making such Call was a Holder of One Share or more in the Company, and that such Call was in fact made, and such Notice thereof given, as is directed by this Act; and it shall not be necessary to prove the Appointment of the Directors who made such Call, nor any other Matter whatsoever; and thereupon the Company shall be entitled to recover what shall be due upon such Call, with Interest thereon, unless it shall appear either that any such Call exceeds the Amount of Five Pounds *per Share*, or that due Notice of such Call was not given, or that the Interval of Four Months between Two successive Calls had not elapsed, or that Calls amounting to more than the Sum of Fifteen Pounds in One Year had been made.

To compel
Payment of
Subscrip-
tions.

XXVI. And be it enacted, That the several Persons who have subscribed any Money towards the said Undertaking shall pay the Sums respectively by them subscribed, or such Portions thereof as shall from Time to Time be called for by the Company, at such Times and Places as shall be directed by the Company; and the
Company

Company shall have the same Powers for enforcing the Payment of such Subscriptions as are herein given with respect to enforcing the Payment of Calls by the Shareholders.

XXVII. And be it enacted, That the Production of the Register Book of Shareholders of the Company shall be *prima facie* Evidence of such Defendant being a Shareholder, and of the Number and Amount of his Shares.

Proof of Proprietorship.

XXVIII. And be it enacted, That if the Holder of any Share fail to pay a Call payable by him in respect thereof, together with the Interest, if any, that shall have accrued thereon, the Directors, at any Time after the Expiration of Two Months from the Day appointed for Payment of such Call, may declare such Share forfeited, and that whether the Company have sued for the Amount of such Call or not.

Forfeiture of Shares for Nonpayment of Calls.

XXIX. And be it enacted, That before declaring any Share forfeited the Directors shall cause Notice of such Intention to be left at the usual or last Place of Abode of the Person appearing by the Register Book of Shareholders to be the Proprietor of such Share; and if the Holder of any such Share be abroad, or if the Interest in any such Share shall be known by the Directors to have become transmitted otherwise than by Transfer, as herein-before mentioned, but a Declaration of such Transmission shall not have been registered as aforesaid, and so the Address of the Parties to whom the same may have been transmitted shall not be known to the Directors, the Directors shall give public Notice of such Intention in the *London Gazette*, and also in some Newspaper as after mentioned; and the several Notices aforesaid shall be given Twenty-one Days at least before the Directors shall make such Declaration of Forfeiture.

Notice of Forfeiture to be given before Declaration thereof.

XXX. And be it enacted, That such Declaration of Forfeiture shall not take effect so as to authorize the Sale or other Disposition of any Share until such Declaration have been confirmed at some General Meeting of the Company, to be held after the Expiration of Two Months at the least from the Day on which such Notice of Intention to make such Declaration of Forfeiture shall have been given; and it shall be lawful for the Company to confirm such Forfeiture at any such Meeting, and by an Order at such Meeting, or at any subsequent General Meeting, to direct the Share so forfeited to be sold or otherwise disposed of; and after such Confirmation the Directors may sell the forfeited Share, either by public Auction or private Contract, and if there be more than One such forfeited Share then either separately or together as to them shall seem fit; and any Shareholder may purchase any forfeited Share so sold.

Forfeiture to be confirmed by a General Meeting.

Sale of forfeited Shares.

XXXI. And be it enacted, That a Declaration in Writing by some credible Person not interested in the Matter, made before any Justice, or before any Master or Master Extraordinary in the High Court of Chancery, that the Call in respect of a Share was made, and Notice thereof given, and that Default in Payment of the Call was made, and that the Forfeiture of the Share was declared and confirmed

Evidence as to Forfeiture of Shares.

firmed in manner herein-before required, shall be sufficient Evidence of the Facts therein stated; and such Declaration, and the Receipt of the Treasurer of the Company for the Price of such Share, shall constitute a good Title to such Share, and thereupon such Purchaser shall be deemed the Holder of such Share, discharged from all Calls made prior to such Purchase; and a Certificate of Proprietorship shall be delivered to such Purchaser, and he shall not be bound to see to the Application of the Purchase Money, nor shall his Title to such Share be affected by any Irregularity in the Proceedings in reference to any such Sale.

No more Shares to be sold than sufficient for Payment of Calls.

XXXII. And be it enacted, That the Company shall not sell or transfer more of the Shares of any such Defaulter than will be sufficient, as nearly as can be ascertained at the Time of such Sale, to pay the Arrears then due from such Defaulter on account of any Calls, together with Interest, and the Expences attending such Sale and Declaration of Forfeiture; and if the Money produced by the Sale of any such forfeited Share be more than sufficient to pay all Arrears of Calls, and Interest thereon due at the Time of such Sale, and the Expences attending the Declaration of Forfeiture and Sale thereof, the Surplus shall, on Demand, be paid to the Defaulter.

On Payment of Calls forfeited Shares to revert.

XXXIII. And be it enacted, That if Payment of such Arrears of Calls, and Interest and Expences, be paid before any Share so forfeited and vested in the Company shall have been sold, such Share shall revert to the Party to whom the same belonged before such Forfeiture, in such Manner as if such Calls had been duly paid.

Extent of Liability of Shareholders.

XXXIV. And be it enacted, That no Shareholder of the Company shall be liable for or charged with the Payment of any Debt or Demand due from the Company beyond the Extent of his Share in the Capital of the Company not then paid up.

Execution against Shareholders to the Extent of their Shares on Capital not paid up.

XXXV. And be it enacted, That if any Execution, either at Law or in Equity, shall have been issued, taken out, or sued against the Lands, Property, or Effects of the Company, and if there cannot be found sufficient whereon to levy such Execution, then such Execution may be issued against any of the Shareholders of the Company to the Extent of their Shares respectively in the Capital of the Company not then paid up: Provided always, that no such Execution shall issue against any Shareholder, except upon an Order of the Court in which the Action, Suit, or other Proceeding shall have been brought or instituted, made upon Motion in open Court after Ten Days Notice in Writing to the Persons sought to be charged, and upon such Motion such Court may order Execution to issue accordingly; and for the Purpose of ascertaining the Names of the Shareholders, and the Amount of Capital remaining to be paid upon their respective Shares, it shall be lawful for any Person entitled to any such Execution at all reasonable Times to inspect the Register Book of Shareholders without Fee.

Reimbursement.

XXXVI. And be it enacted, That if by means of any such Execution any Shareholder shall have paid any Sum of Money beyond the

the Amount then due from him in respect of Calls, he shall forthwith be reimbursed such additional Sum by the Directors out of the Funds of the Company.

XXXVII. And be it enacted, That after the whole of the said Sum of One hundred and fifty thousand Pounds shall have been subscribed for, and One Half thereof actually paid up, it shall be lawful for the Company to borrow on Mortgage or Bond such Sums of Money as shall from Time to Time be authorized to be borrowed by an Order of a General Meeting of the Company, not exceeding in the whole the Sum of Fifty thousand Pounds, and for securing the Repayment of the Money so borrowed, with Interest, to mortgage the Railway or to give Bonds; in manner herein-after mentioned.

Power to
borrow
Money.

XXXVIII. And be it enacted, That if, after having borrowed any Part of the Money so authorized to be borrowed on Mortgage or Bond, the Company pay off the same, it shall be lawful for them again to borrow the Amount so paid off, and so from Time to Time; but such Power of reborrowing shall not be exercised without the Authority of a General Meeting of the Company, unless the Money be so reborrowed in order to pay off any existing Mortgage or Bond.

Reborrow-
ing.

XXXIX. Provided always, and be it enacted, That every Mortgage or other Security to be granted under the Authority of this Act, and every Assignment or Transfer of any such Mortgage or other Security granted or to be granted under the Authority aforesaid, shall be made by Deed duly stamped, wherein the Consideration for the same shall be truly stated.

Mortgages,
&c. to be
stamped.

XL. And be it enacted, That the Certificate of a Justice that One Half of the original Capital has been paid up, together with a Copy of the Order of a General Meeting of the Company authorizing the borrowing of any Money; certified by one of the Directors, or by the Clerk, to be a true Copy, shall be sufficient Evidence of the Fact of the Capital required to be paid up having been so paid up, and of the Order for borrowing Money having been made; and upon Production to any Justice of the Books of the Company, or of such other Evidence as he shall think sufficient, such Justice shall grant the Certificate aforesaid.

Evidence of
Authority for
borrowing.

XLI. And be it enacted, That every Mortgage and Bond for securing Money borrowed by the Company shall be by Deed under the Common Seal of the Company duly stamped, and wherein the Consideration shall be truly stated; and every such Mortgage Deed or Bond may be according to the Form in the Schedule (C.) or (D.) to this Act annexed, or to the like Effect.

Mortgages
and Bonds.

XLII. And be it enacted, That the respective Mortgagees shall be entitled one with another to their respective Proportions of the Tolls, Sums, and Premises comprised in such Mortgages, according to the respective Sums in such Mortgages mentioned to be advanced by such Mortgagees respectively, and to be repaid the Sums so advanced, with Interest, without any Preference one above another, [Local.]

Rights of
Mortgagees.

or above the Bond Creditors of the Company, by reason of Priority of the Date of any such Mortgage, or of the Meeting at which the same was authorized, or on any other Account whatsoever.

Rights of
Obligees.

XLIII. And be it enacted, That the respective Obligees in such Bonds shall, proportionally according to the Amount of the Monies secured thereby, be entitled to be paid out of the Tolls or other Property or Effects of the Company the respective Sums in such Bonds mentioned, and thereby intended to be secured, without any Preference one above another, or above the Mortgagees of the Company, by reason of Priority of Date of any such Bond, or of the Meeting at which the same was authorized, or otherwise howsoever.

Register of
Mortgages
and Bonds.

XLIV. And be it enacted, That a Register of Mortgages and Bonds shall be kept by the Clerk, and within Fourteen Days after the Date of any such Mortgage or Bond an Entry or Memorial, specifying the Number and Date of such Mortgage or Bond, and the Names of the Parties thereto, with their proper Additions, shall be made in such Register; and such Register may be perused at all reasonable Times by any of the Shareholders, or by any Mortgagee or Bond Creditor of the Undertaking, or by any Person interested in any such Mortgage or Bond, without Fee or Reward.

Transfer of
Mortgages
and Bonds.

XLV. And be it enacted, That from Time to Time any Party entitled to any such Mortgage or Bond may transfer his Right and Interest therein to any other Person by Deed duly stamped, wherein the Consideration shall be truly stated; and every such Transfer may be according to the Form in the Schedule (E.) to this Act annexed, or to the like Effect.

Entry of
Transfers of
Mortgages
and Bonds.

XLVI. And be it enacted, That within Thirty Days after the Date of every such Transfer, if executed within the United Kingdom, or otherwise within Thirty Days after the Arrival thereof in the United Kingdom, it shall be produced to the Clerk, and thereupon the Clerk shall cause an Entry or Memorial thereof to be made in the same Manner as in the Case of the original Mortgage; and after such Entry every such Transfer shall entitle the Transferee, his Executors, Administrators, or Assigns, to the full Benefit of the original Mortgage or Bond in all respects; and no Party, having made such Transfer, shall have Power to make void, release, or discharge the Mortgage or Bond so transferred, or any Money thereby secured; and for such Entry the Company may demand a Sum not exceeding the Amount of Two Shillings and Sixpence.

Payment of
Interest on
Loans.

XLVII. And be it enacted, That the Interest of the Money borrowed upon any such Mortgage or Bond shall be payable and paid half-yearly to the several Parties entitled thereto, and in preference to any Dividends payable to the Shareholders of the Company.

Transfers of
Interest to be
stamped.

XLVIII. And be it enacted, That the Interest on any such Mortgage or Bond shall not be transferable except by Deed duly stamped.

XLIX. And

XLIX. And be it enacted, That the Company may, if they think proper, fix a Period for the Repayment of the Principal Money so borrowed, with the Interest thereof; and in such Case the Company shall cause such Period to be inserted in the Mortgage Deed or Bond; and upon the Expiration of such Period the Principal Sum, together with the Arrears of Interest thereon, shall be paid to the Party entitled to such Mortgage or Bond.

Repayment
of Money
borrowed at
a Time fixed.

L. And be it enacted, That if no Time be fixed in the Mortgage Deed or Bond for the Repayment of the Money so borrowed the Party entitled to the Mortgage or Bond may, at the Expiration or at any Time after the Expiration of Twelve Months from the Date of such Mortgage or Bond, demand Payment of the Principal Money thereby secured, with all Arrears of Interest, upon giving Six Months previous Notice for that Purpose; and the Company may at all Times pay off the Money borrowed, or any Part thereof, on giving the like Notice; and such Notice, if given by a Mortgagee or Bond Creditor, shall be by Writing delivered to the Clerk, and if given by the Company shall be by Writing given either personally to such Mortgagee or Bond Creditor, or left at his Residence, or if such Mortgagee or Bond Creditor be unknown, or cannot be found, such Notice shall be given by Advertisement in the *London Gazette* and in some Newspaper as after mentioned; and at the Expiration of the said Notice, when given by the Company, Interest shall cease to be payable on the Money secured by such Mortgage or Bond, unless on Demand of such Money the Company fail to pay the same pursuant to such Notice.

Repayment
of Money
borrowed
where no
Time fixed.

LI. And in order to provide for the Recovery of the Arrears of Interest and Costs, or of the Principal and Interest and Costs, of any such Mortgage or Bond, at the respective Times at which such Interest or such Principal and Interest and Costs become due, be it enacted, That if such Interest or any Part thereof shall for Thirty Days after the same shall have become due, and Demand thereof shall have been made in Writing, remain unpaid, the Mortgagee or Bond Creditor may either sue for the Interest so in arrear by Action of Debt in any of the Superior Courts, or he may require the Appointment of a Receiver by an Application to be made as herein-after provided.

For enforcing
Payment of
Arrears:

Interest.

LII. And with respect to such Principal Money, Interest, and Costs, be it enacted, That if such Principal Money and Interest be not paid within Six Months after the same has become payable, and after Demand thereof in Writing, the Mortgagee or Bond Creditor may sue for the same in any of the Superior Courts of Law or Equity; or if his Debt amount to the Sum of Five thousand Pounds he may alone, or if his Debt does not amount to the Sum of Five thousand Pounds he may in conjunction with other Mortgagees or Bond Creditors whose Debts, being so in arrear after Demand as aforesaid, shall together with his amount to the Sum of Ten thousand Pounds, require the Appointment of a Receiver by an Application to be made as herein-after provided.

Principal
and Interest.

LIII. And

Appoint-
ment of
Receiver.

LIII. And be it enacted, That every Application for a Receiver in the Cases aforesaid shall be made to Two or more Justices of the County Palatine of *Lancaster*; and on any such Application so made, and after hearing the Parties, it shall be lawful for such Justices, by Order in Writing, to appoint some Person to receive the whole or a competent Part of the Tolls or Sums liable to the Payment of such Interest, or such Principal and Interest, as the Case may be, until such Interest, or until such Principal and Interest, as the Case may be, together with all Costs, including the Charges of receiving the Tolls or Sums aforesaid, be fully paid; and upon such Appointments being made all such Tolls and Sums of Money as aforesaid shall be paid to and received by the Person so to be appointed; and the Money so to be received shall be so much Money received by or to the Use of the Party to whom such Interest, or such Principal and Interest, as the Case may be, shall be then due, and on whose Behalf such Receiver shall have been appointed; and after such Interest and Costs, or such Principal, Interest, and Costs, have been so received, the Power of such Receiver shall cease.

Mortgagees
not to vote.

LIV. And be it enacted, That no Party shall in right of any Mortgage be deemed a Shareholder, or be capable of acting or voting as such at any Meeting of the Company.

Access to
Account
Books by
Mortgagees.

LV. And be it enacted, That at all reasonable Times the Books of Account of the Company shall be open to the Inspection of the respective Mortgagees and Bond Creditors thereof, with Liberty to take Extracts therefrom, without Fee or Reward.

Power to
convert
Loan into
Capital.

LVI. And be it enacted, That it shall be lawful for the Company, if they think fit, to raise the additional Sum so authorized to be borrowed, or any Part thereof, by creating new Shares of the Company, instead of borrowing the same; or, having borrowed the same, it shall be lawful for them to continue at Interest only a Part of such additional Sum, if they so think fit, and to raise the Remainder thereof, or any Part of the Remainder thereof, by creating new Shares of the Company; but no such Augmentation of Capital as aforesaid shall take place without the Authority of an Order of a General Meeting of the Company called for the Purpose previously obtained.

New Shares
to be con-
sidered same
as original
Shares.

LVII. And be it enacted, That the Capital so to be raised by the Creation of new Shares shall be considered as Part of the general Capital, and shall be subject to the same Provisions in all respects, whether with reference to the Payment of Calls, or the Forfeiture of Shares on Nonpayment of Calls, or otherwise, as if it had been Part of the original Capital, except as to the Times of making Calls for such additional Capital, and the Amount of such Calls, which respectively it shall be lawful for the Company from Time to Time to fix as they shall think fit.

If old Shares
at a Pre-
mium, new
Shares to be
offered to

LVIII. And be it enacted, That if at the Time of any such Augmentation of Capital taking place by the Creation of new Shares the then existing Shares of the Capital Stock of the Company be at a Premium, or of greater actual Value than the nominal Value thereof,

then the Sum so to be raised shall be divided into Shares of such Amount as will conveniently allow the said Sum to be apportioned among the then Shareholders in proportion to the existing Shares held by them respectively; and such new Shares shall be offered to the then Shareholders in the Proportion of One for every existing Share held by them respectively; and such Offer shall be made by Letter under the Hand of the Clerk, given to or sent by Post to each Shareholder, or left at his usual or last Place of Abode; and such new Shares shall vest in and belong to the Shareholders who shall accept the same, and pay the Value thereof to the Company at the Time and by the Instalments which shall be fixed by the Company; and if any Shareholder fail for One Month after such Offer of new Shares to accept the same, and pay the Instalment called for in respect thereof, it shall be lawful for the Company to dispose of such Shares to any Party willing to become the Purchaser thereof, for such Sum as the Company can obtain for the same.

original
Shareholders.

LIX. And be it enacted, That if at the Time of such Augmentation of Capital taking place the existing Shares of the Capital Stock of the Company be not at a Premium, then such new Shares may be of such Amount and may be issued in such Manner as the Company shall think fit.

If not at a
Premium, to
be issued as
Company
think fit.

LX. And be it enacted, That all the Money raised by the Company, whether by Subscriptions of the Shareholders, or by Loan, or otherwise, shall be applied, firstly, in paying the Costs and Expences incurred in obtaining this Act, and all Expences preparatory or relating thereto, and, secondly, in carrying the Purposes of the Company into execution.

Application
of Capital.

LXI. And with respect to General Meetings of the Company, be it enacted, That the first General Meeting of the Shareholders of the Company shall be held within Two Months after the passing of this Act; and the future General Meetings shall be held in the Month of *March* and the Month of *September* in each Year.

General
Meetings to
be held half-
yearly.

LXII. And be it enacted, That no Matters except such as are appointed by this Act to be done at a General Meeting shall be transacted at any such Meeting, unless special Notice of such Matters have been given in the Advertisement convening such Meeting.

Business at
General
Meetings.

LXIII. And be it enacted, That every Meeting of the Shareholders, other than a General Meeting, shall be called a Special Meeting, and such Meetings may be convened by the Directors at such Times as they may think fit.

Special
Meetings.

LXIV. And be it enacted, That no Special Meeting shall enter upon any Business not set forth in the Requisition or in the Notice upon which it shall have been convened.

Business at
Special
Meetings.

LXV. And be it enacted, That it shall be lawful for Twenty or more Shareholders holding in the aggregate Two thousand Shares to the Amount of Fifty thousand Pounds, by Writing under their
[Local.] 45 P Hands,

Special
Meetings
may be re-
quired by
Share-
holders.

Hands, at any Time to require the Directors to call a Special Meeting of the Company; and such Requisition shall fully express the Object of the Meeting required to be called, and shall be left at the Office of the Company, or given to at least Three Directors, or left at their last or usual Places of Abode; and forthwith upon the Receipt of such Requisition the Directors shall convene a Special Meeting of the Shareholders; and if for Twenty-one Days after such Notice the Directors fail to call such Meeting, the said Number of Shareholders, qualified as aforesaid, may call such Meeting by giving Fourteen Days public Notice thereof.

Notice of Meetings.

LXVI. And be it enacted, That Ten Days public Notice at the least of all Meetings, whether general or special, shall be given by Advertisement, which shall specify the Place, the Day, and the Hour of Meeting; and every Notice of a Special Meeting, or of a General Meeting if any other Business than the Business hereby appointed for General Meetings is to be done thereat, shall specify the Purpose for which the Meeting is called.

Quorum for a General Meeting.

LXVII. And be it enacted, That in order to constitute a Meeting (whether general or special) there shall be present, either personally or by Proxy, Ten or more Shareholders, holding in the aggregate Two hundred Shares to the Amount of Five thousand Pounds; and the Shareholders present at any such Meeting shall proceed in the Execution of the Powers of the Company with respect to the Matters for which such Meeting shall have been convened, and to those only; and if within One Hour from the Time appointed for such Meeting the said Number of Shareholders, qualified as aforesaid, be not present, no Business shall be transacted at the Meeting, but the same shall be held to be adjourned *sine Die*.

Chairman at General Meetings.

LXVIII. And be it enacted, That at every Meeting of the Company one or other of the following Persons shall preside as Chairman; that is to say, the Chairman of the Directors, or in his Absence some one of the Directors of the Company to be chosen for that Purpose by the Meeting, or in the Absence of the Chairman and of all the Directors any Shareholder to be chosen for that Purpose at such Meeting.

Adjourned Meetings.

LXIX. And be it enacted, That every Meeting of the Shareholders may be adjourned from Time to Time; and no Business shall be transacted at any adjourned Meeting other than the Business left unfinished at the Meeting from which such Adjournment took place.

Votes of Shareholders.

LXX. And be it enacted, That at all General or Special Meetings of the Company every Shareholder shall be entitled to vote according to the Scale of voting herein-after mentioned; (that is to say,) every Shareholder possessing any Number of Shares not exceeding Ten shall have One Vote in respect of each Share, and every Shareholder possessing more than Ten Shares but not exceeding One hundred Shares an additional Vote for every Five of such Shares exceeding Ten Shares: Provided always, that no Shareholder shall be entitled to
vote

vote at any Meeting unless he shall have paid all the Calls then payable upon the Shares held by him.

LXXI. And be it enacted, That such Votes may be given either personally or by Proxies, being Shareholders, authorized by Writing according to the Form in the Schedule (F.) to this Act annexed, or in a Form to the like Effect, under the Hand of the Shareholder nominating such Proxy, or if such Shareholder be a Corporation then under their Common Seal; and every Proposition at any such Meeting shall be determined by the Majority of Votes of the Parties present, including Proxies, the Chairman of the Meeting being entitled to vote not only as a Principal or Proxy, but to have a casting Vote if there be an Equality of Votes.

Manner of voting.

LXXII. And be it enacted, That no Person shall be entitled to vote as a Proxy unless the Instrument appointing such Proxy have been transmitted to the Clerk of the Company Five Days before the holding of the Meeting at which such Proxy is to be used.

Regulations as to Proxies.

LXXIII. And be it enacted, That if several Persons be jointly entitled to a Share the Person whose Name stands first in the Register of Shareholders as one of the Holders of such Share shall, for the Purpose of voting at any Meeting, be deemed the sole Proprietor thereof, and on all Occasions the Vote of such first-named Shareholder, either in Person or by Proxy, shall be allowed as the Vote in respect of such Share, without Proof of the Concurrence of the other Holders thereof.

Votes of joint Shareholders.

LXXIV. And be it enacted, That if any Shareholder be a Lunatic or Idiot such Lunatic or Idiot may vote by his Committee, and if any Shareholder be a Minor he may vote by his Guardian or any one of his Guardians, and every such Vote may be given either in Person or by Proxy.

Votes of Lunatics and Minors.

LXXV. And be it enacted, That the Number of Directors shall be Ten, and that *John Cheetham, John Leech, David Harrison, Alfred Reyner, James Kenworthy, John Whitaker, Charles Cheetham Bayley, Joseph Fletcher, John Millegan Laws, and Samuel Brooks* shall be the first Directors of the Company.

First Directors

LXXVI. And be it enacted, That it shall be lawful for the said Company, by Vote of any General or Special Meeting, to reduce the Number of Directors of the said Company, and to declare of what Number the said Directors shall from thenceforth consist, and also to determine the Order of Rotation in which such reduced Number shall go out of Office; and all Acts, Matters, and Things done by or by the Authority of the said Directors, when so reduced in Number, shall be as valid as though the Number of Directors appointed by this Act had not been so reduced.

Company may reduce Number of Directors.

LXXVII. And be it enacted, That the Directors appointed by this Act shall continue in Office until the first General Meeting to be

Election of future Directors.

be held in the Year One thousand eight hundred and forty-five, and at such Meeting the Shareholders present, personally or by Proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, the Directors, or any of them, appointed by this Act being eligible as Members of such new Body; and at the first General Meeting to be held every Year thereafter the Shareholders present, personally or by Proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions herein-after contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead as herein-after mentioned.

Qualification
of Directors.

LXXVIII. And be it enacted, That no Person shall be capable of being a Director unless he be a Shareholder possessed of Twenty Shares; and that no Person holding an Office or Place of Trust or Profit under the Company, or interested in any Contract with the Company, shall be capable of being a Director; and that no Director shall be capable of accepting any other Office or Place of Trust or Profit under the Company, or of being interested in any Contract with the Company, during the Time he shall be a Director.

Failure of
Meeting for
Election of
Directors.

LXXIX. And in order to provide for the Accident of a sufficient Number of Shareholders not being present at any Meeting at which Directors are to be elected, be it enacted, That if at any Meeting at which an Election of Directors ought to take place Twenty Shareholders, holding in the aggregate Four hundred Shares to the Amount of Ten thousand Pounds, shall not be present within One Hour from the Hour appointed for the Meeting, no Election of new Directors or Re-election of existing Directors shall be made, nor shall any Business be transacted; but in such Case, at the Expiration of Fourteen Days from the Day of such intended Meeting, another Meeting shall be held at the same Place; and if at such other Meeting the said Number of Shareholders so qualified as aforesaid be not present, personally or by Proxy, within One Hour from the Hour fixed for the Meeting, such Meeting shall stand adjourned to the following Day, at the same Hour and Place; and if at the Meeting so adjourned the said Number of Shareholders so qualified as aforesaid be not present within One Hour from the Hour appointed for the Meeting the existing Directors shall continue to act, and retain their Powers until new Directors be appointed at the first General Meeting of the following Year.

Rotation of
Directors
first elected.

LXXX. And be it enacted, That the Directors appointed by this Act and continued in Office as aforesaid, or the Directors elected to supply their Places or the Places of any of them as aforesaid, shall retire from Office at the Times and in the Proportions following, unless otherwise determined by a General or Special Meeting as aforesaid, the Individuals to retire being in each Instance determined by Ballot among the Directors; (that is to say,)

At the End of the First Year after the First Election of Directors
Two of such Directors shall go out of Office:

At the End of the Second Year Two of the remaining Number of
such Directors shall go out of Office:

At the End of the Third Year Two of the Remainder of such Directors shall go out of Office:

At the End of the Fourth Year Two of the Remainder of such Directors shall go out of Office; and

At the End of the Fifth Year the Remainder of such Directors shall go out of Office:

And in each Instance the Places of the retiring Directors shall be supplied by an equal Number of Shareholders qualified as aforesaid.

LXXXI. And be it enacted, That at the first General Meeting in every subsequent Year One Fifth of the Directors, or as near thereto as the Number of such Directors will admit of being those who have been longest in Office, shall go out of Office and cease to be Directors, and their Places shall be supplied in like Manner; nevertheless every Director so retiring from Office may be re-elected immediately or at any future Time, and after such Re-election shall, with reference to the going out by Rotation, be considered as a new Director.

Permanent
Rotation of
Directors.

LXXXII. And be it enacted, That if any of the Directors at any Time subsequently to his Election accept or continue to hold any other Office or Place of Trust or Profit under the Company, or be either directly or indirectly concerned in any Contract with the Company, or participate in any Manner in the Profits of any Work to be done for the Company, or if such Director at any Time cease to be a Holder of Twenty Shares in the Company, then in any of the Cases aforesaid the Office of such Director shall become vacant, and thenceforth the Person in respect of whom the Office of Director shall so have become vacant shall cease from voting or acting as a Director.

Cases in
which Office
of Director
shall become
vacant.

LXXXIII. And be it enacted, That if any Director of the Company die or resign, or become disqualified or incompetent to act as a Director, or cease to be a Director by any other Cause than that of going out of Office by Rotation as aforesaid, the remaining Directors, if they think proper so to do, may elect in his Place some other Shareholder duly qualified to be a Director; and the Shareholder so elected to fill up any such Vacancy shall continue in Office as a Director so long only as the Person in whose Place he shall have been elected would have been entitled to continue if he had remained in Office.

Occasional
Vacancies in
Office of Di-
rector to be
supplied by
remaining
Directors.

LXXXIV. And with respect to the Exercise of the Powers of the Company, be it enacted, That the Directors shall have the Management and Superintendence of the Affairs of the Company, and they may lawfully exercise all the Powers of the Company, except as to such Matters as are directed by this Act to be transacted by a General or Special Meeting of the Company; and, amongst other Powers to be exercised by the Directors,

Powers of
the Company
to be exer-
cised by the
Directors.

They may appoint and displace any of the Officers of the Company;

They may fix the Salaries of all Officers, except the Salaries of themselves;

[Local.]

- They may make and enforce the Calls upon the Shares of the respective Shareholders;
- They may declare the Forfeiture of all Shares on which such Calls are not duly paid, subject to the Confirmation of a General Meeting as aforesaid;
- They may enter into Contracts for the Execution of the Works of the Company, and for all other Matters necessary for the Transaction of its Affairs;
- They may purchase the Lands authorized to be taken by the Company, and sell such Parts thereof as may not be required for the Purposes of the Company;
- They may fix the Tolls to be taken by the Company; and
- They may make Bye Laws for the Regulation of the Affairs of the Company:
- They may exercise any other Powers conferred on them by the Company, and may give Effect to any Resolutions of the said Company:

But all the Powers so to be exercised shall be exercised in accordance with and subject to the Provisions of this Act in that Behalf; and the Exercise of all such Powers shall be subject also to the Control and Regulation of any General Meeting or Special Meeting convened for the Purpose, but not so as to render invalid any Act done by the Directors prior to any Resolution passed by such General or Special Meeting.

Powers of the Company not to be exercised by the Directors.

LXXXV. And be it enacted, That the following Powers of the Company, (that is to say,) the Choice and Removal of Directors, except as herein-before mentioned, the Determination as to the Remuneration of the Directors, the Determination as to the Amount of Money to be borrowed on Mortgage, the Determination as to the Augmentation of Capital, the Determination as to the leasing of Tolls and the Declaration of Dividends, shall be exercised only at a General Meeting of the Company.

Meetings of Directors.

LXXXVI. And be it enacted, That the Directors shall hold Meetings at such Times as they shall appoint, for the Purpose, and they may meet and adjourn as they think proper from Time to Time, and from Place to Place; and at any Time any Two of the Directors may require the Clerk to call a Meeting of the Directors; and in order to constitute a Meeting of Directors there shall be present at the least Three of the Directors, and all Questions, Matters, and Things considered at any such Meeting shall be determined by the Majority of Votes; and no Director, except the Chairman, shall have more than One Vote at any such Meeting; and if there be an equal Division of Votes upon any Subject entertained by such Meeting, the Chairman, in addition to his Vote as one of the Directors, shall have a casting Vote as Chairman.

Permanent Chairman of Directors.

LXXXVII. And be it enacted, That at the first Meeting of Directors held after the passing of this Act, and at the first Meeting of Directors held after each annual Appointment of Directors, the Directors present at such Meeting shall choose one of the Directors to act as Chairman of the Directors for the Year following such Choice;

Choice; and if the Chairman die or resign, or cease to be a Director, or otherwise become disqualified to act, the Directors present at the Meeting next after the Occurrence of such Vacancy shall choose some other of the Directors to fill such Vacancy; and every such Chairman so to be elected as last aforesaid shall continue in Office so long only as the Person in whose Place he may be so elected would have been entitled to continue if such Death, Resignation, Removal, or Disqualification had not happened.

LXXXVIII. And be it enacted, That if at any Meeting of the Directors the Chairman shall not be present, the Directors present shall choose some one of their Number to be Chairman of such Meeting. Occasional
Chairman of
Directors.

LXXXIX. And be it enacted, That the Directors may appoint One or more Committees consisting of such Number of Directors as they think fit, and may grant to such Committees respectively Power on behalf of the Company to do any Acts relating to the Railway or the Affairs of the Company which the Directors shall from Time to Time think proper to intrust to them, except to make Calls for Money upon the Shareholders. Committee
of Directors.
Powers of
Committee.

XC. And be it enacted, That such Committees may meet from Time to Time and may adjourn from Place to Place as they think proper, for carrying into effect the Purposes of their Appointment; and no such Committee shall exercise the Powers intrusted to them, except at a Meeting at which there shall be present Three of its Members; and at all Meetings of the Committees One of the Members present shall be appointed Chairman, and all Questions at any Meeting of the Committee shall be determined by a Majority of the Members present, and in case of an equal Division of Votes the Chairman shall have a casting Vote in addition to his own Vote as a Member of the Committee. Meetings of
Committee.

XCI. And be it enacted, That the Power which may be granted to any such Committee to make Contracts, as well as the Power of the Directors to make Contracts on behalf of the Company, may lawfully be exercised as follows; (that is to say,) Contracts by
Committee
or Directors.

With respect to any Contract which, if made between any private Persons, would be by Law required to be in Writing and under Seal, such Committee or the Directors may make such Contract on behalf of the Company in Writing and under the Common Seal of the Company:

With respect to any Contract which, if made between any private Persons, would be by Law required to be in Writing and signed by the Parties to be charged therewith, then such Committee or the Directors may make such Contract on behalf of the Company in Writing, signed by such Committee or any Three of them, or any Three of the Directors, and in the same Manner may vary or discharge the same:

With respect to any Contract which, if made between any private Persons, would by Law be valid although made by Parole only, and not reduced into Writing, such Committee or the Directors may

may make such Contract on behalf of the Company by Parole only, without Writing, and in the same Manner may vary or discharge the same :

And all Contracts made according to the Provisions herein contained shall be effectual in Law, and shall be binding upon the Company and their Successors, and all other Parties thereto, their Heirs, Executors, or Administrators, as the Case may be ; and on any Default in the Execution of any such Contract, either by the Company or any other Party thereto, such Actions or Suits may be brought either by or against the Company as might be brought had the same Contracts been made between private Persons only.

Contracts for Works.

XCII. And be it enacted, That all Contracts made with the Company shall specify the Work to be done, the Prices to be paid, the Term within which the Contract is to be performed, and the Penalties for Nonperformance thereof, or such other Things as the Company think proper ; and the Company may take such Security for the Performance of such Contract as to them shall seem necessary ; nevertheless the Company lawfully may, from Time to Time as they think fit, compound with any Person on account of any Breach or Nonperformance of any such Contract, for any Sum of Money which they think fit, or they may remit any Penalties on account thereof.

Proceedings to be entered in a Book, and to be Evidence.

XCIII. And be it enacted, That the Directors shall cause Notes, Minutes, or Copies, as the Case may require, of all Appointments made or Contracts entered into by the Directors, and of the Orders and Proceedings of all Meetings, as well general as special, of the Company, and of the Directors and Committee of Directors, to be duly entered in Books to be from Time to Time provided for the Purpose, which shall be kept under the Superintendence of the Directors ; and every such Entry shall be signed by the Chairman of the Meeting at which the Matter in respect of which such Entry is made was moved or discussed ; and such Entry, so signed, shall be received as Evidence in all Courts, and before all Judges, Justices, and others, without Proof of such respective Meetings having been duly convened, or of the Persons making or entering such Orders or Proceedings being Shareholders or Directors or Members of Committee respectively, or of the Signature of the Chairman, all of which last-mentioned Matters shall be presumed ; and all such Books shall at all reasonable Times be open to the Inspection of any of the Shareholders.

Informalities in Appointment of Directors not to invalidate Proceedings.

XCIV. And be it enacted, That all Acts done by any Meeting of the Directors or of a Committee of Directors, or by any Person acting as a Director, shall, notwithstanding it may be afterwards discovered that there was some Defect or Error in the Appointment of any Person attending such Meeting as a Director, or acting as aforesaid, or that such Person was disqualified, be as valid as if such Person had been duly appointed, and was qualified to be a Director.

Indemnity of Directors.

XCV. And be it enacted, That no Director, by being Party to, or making, signing, or executing, in his Capacity of Director, any Contract or other Instrument on behalf of the Company, or otherwise lawfully executing any of the Powers given to the Directors, shall be

be subject to be sued or prosecuted, either collectively or individually, by any Person whomsoever; and the Bodies or Goods or Lands of the Directors, or any of them, shall not be liable to Execution of any legal Process by reason of any Contract or other Instrument so entered into, signed, or executed by them or any of them, or by reason of any other lawful Act done by them or any of them, in the Execution of any of their Powers as Directors; and the Directors, their Heirs, Executors, and Administrators, shall be indemnified out of the Capital of the Company for all Payments made or Liability incurred in respect of any Acts done by them, and for all Losses, Costs, and Damages which they may incur in the Execution of the Powers granted to them; and the Directors for the Time being of the Company shall apply the existing Funds and Capital of the Company for the Purposes of such Indemnity, and shall, if necessary for that Purpose, make Calls of the Capital remaining unpaid.

XCVI. And be it enacted, That the Accounts of the Company shall be duly audited twice in each Year; and for that Purpose an Auditor shall be appointed by some Person or Persons not immediately connected with the Directors, or other Party by whom or by whose Direction or Authority any Tolls, Rates, or Charges shall be levied by virtue of this Act, and that the Person or Persons to appoint such Auditor shall from Time to Time be nominated at a previous General Meeting of the said Company.

Auditor to be appointed.

XCVII. And be it enacted, That such Auditor may employ such Accountants and other Persons as he may think proper, at the Expence of the Company, and shall either make a special Report on the said Accounts, or simply confirm the same; and the Directors shall, if required, deliver to such Auditor the half-yearly or other periodical Accounts intended to be produced to the Shareholders at any General Meeting, at such reasonable Time before such Meeting as they may be required so to do, and shall permit the Inspection by such Auditor of all Vouchers, Books, and Accounts necessary for the Verification of the same.

Auditors to report.

Directors to deliver Accounts to Auditor.

XCVIII. And be it enacted, That the Remuneration of such Auditor, and his Expences, shall be defrayed by the said Company.

Remuneration of Auditor.

XCIX. And be it enacted, That the Remuneration of the Directors shall from Time to Time be fixed by a General Meeting of the Company.

Remuneration of Directors.

C. And be it enacted, That the Directors shall at their First Meeting after the passing of this Act elect a Clerk and a Treasurer, and may afterwards remove from Office any such Clerk or Treasurer; and if such Clerk or Treasurer die or resign or be so removed, another Clerk or Treasurer shall be elected in his Place; and from Time to Time the Directors may fix the Salary or other Emoluments to be allowed to such Clerk or Treasurer respectively as they think proper.

Company to appoint a Clerk and Treasurer.

CI. And be it enacted, That neither the Person who shall hold the Office of Clerk, nor the Partner of such Clerk, nor any Person in

Separation of Offices of Clerk and Treasurer.

the Service or Employ of such Clerk or of his Partner, shall be eligible to be the Treasurer; and that neither the Person who shall hold the Office of Treasurer, nor the Partner of such Treasurer, nor any Person in the Service or Employ of such Treasurer or of his Partner, shall be eligible to be the Clerk; and if any Person offend in any of the following Cases he shall for every such Offence forfeit One hundred Pounds; (that is to say,)

Penalty.

If any Person accept both the Offices of Clerk and Treasurer:

If any Person, being the Partner of such Clerk, or in the Service or Employ of such Clerk or of his Partner, accept the Office of Treasurer, or act as Deputy of the Treasurer, or in any Manner officiate for the Treasurer:

If any Person, being the Partner of such Treasurer, or in the Service or Employ of such Treasurer or of his Partner, accept the Office of Clerk, or act as Deputy of the Clerk, or in any Manner officiate for the Clerk:

If any such Treasurer or Clerk hold any other Place of Profit or Trust under the Company other than that of Treasurer or Clerk, as the Case may be:

And any Person may sue for such Penalties by Action of Debt or on the Case in any of the Superior Courts, and shall on Recovery thereof be entitled to full Costs of Suit.

Security to be taken.

CII. And be it enacted, That before any Person intrusted with the Collection, Custody or Control of Monies, whether Treasurer, Collector, or other Officer of the Company, shall enter upon his Office, the Directors shall take sufficient Security from him for the faithful Execution of his Office.

Officers to account on demand.

CIII. And be it enacted, That every Officer or Person employed by the Company shall, from Time to Time when required by the Directors, make out and deliver to them, or to any Person appointed by them for that Purpose, a true and perfect Account in Writing under his Hand of all Monies received by him on behalf of the Company; and such Account shall state how, and to whom, and for what Purpose such Monies shall have been disposed of; and, together with such Accounts, such Officer shall deliver the Vouchers and Receipts for such Payments; and every such Officer shall pay to the Directors, or to any Person appointed by them to receive the same, all Monies which shall appear to be owing from him upon the Balance of such Accounts.

Summary Remedy against Officers failing to account.

CIV. And be it enacted, That if any such Officer fail to render such Account, or to produce and deliver up all the Vouchers and Receipts relating to the same in his Possession or Power, or to pay the Balance thereof, when thereunto required, or if for Three Days after being thereunto required he fail to deliver up to the Directors, or to any Person appointed by them to receive the same, all Papers and Writings, Property, Effects, Matters, and Things, in his Possession or Power, relating to the Execution of this Act, or belonging to the Company, then, on Complaint thereof being made to a Justice, such Justice shall, by Warrant under his Hand and Seal, cause such Officer to be brought before him; and upon such Officer being so brought before him, or if such Officer cannot be found, then in his Absence, such

such Justice may hear and determine the Matter in a summary Way, and may adjust and declare the Balance owing by such Officer; and if it appear, either upon Confession of such Officer, or upon Evidence, or upon Inspection of the Account, that any Monies of the Company are in the Hands of such Officer, or owing by him to the Company, such Justice may order such Officer to pay the same; and if he fail to pay the Amount it shall be lawful for such Justice to grant a Warrant to levy the same by Distress, or in default thereof to commit the Offender to Gaol, there to remain without Bail for a Period not exceeding Three Months; and in any of the following Cases, (that is to say,)

If any such Officer do not appear before the Justice at the Time and Place appointed for that Purpose; or

If such Officer appear, but fail to make out such Account in Writing; or

If such Officer refuse to produce and deliver to the Justice the several Vouchers and Receipts relating to such Account; or

If such Officer refuse to deliver up any Books, Papers, or Writings, Property, Effects, Matters, or Things, in his Possession or Power, belonging to the Company,

Such Justice may lawfully commit such Offender to Gaol; and in every such Case of Commitment the Prisoner shall remain in Custody without Bail until he have made out and delivered such Accounts, and delivered up the Vouchers and Receipts, if any, relating thereto, in his Possession or Power, and have delivered up such Books, Papers, Writings, Property, Effects, Matters, and Things, if any, in his Possession or Power.

CV. And be it enacted, That no such Proceeding against or Dealing with any such Officer as aforesaid shall deprive the Company of any Remedy which they might otherwise have against any Surety of such Officer. Sureties not to be discharged.

CVI. And be it enacted, That full and true Accounts shall be kept of all Sums of Money received or expended on account of the Company by the Directors, and all Persons employed by or under them, and of the Articles, Matters, and Things for which such Sums of Money shall have been received or disbursed and paid, and such Accounts shall be balanced twice in each Year. Accounts to be kept.

CVII. And be it enacted, That at each General Meeting the Directors shall produce to the Shareholders assembled a Balance Sheet, showing the Profits of the Company for the Half Year immediately preceding such Meeting, and shall for Seven Days prior to and succeeding such Meeting permit the Shareholders in the Company, or any of them, to inspect at the principal Office of the Company the Books and Accounts necessary for the Verification of such Balance Sheet. Balance Sheet to be produced.

CVIII. And be it enacted, That a Book-keeper shall be appointed by the Directors, and such Book-keeper shall enter the Accounts aforesaid in Books to be provided for the Purpose; and every such Book-keeper shall permit any Shareholder or any Loan Creditor to Book-keeper to allow Inspection.

to inspect such Books at any reasonable Time during One Fortnight before and One Month after every General Meeting; and if he fail to permit any such Shareholder or Loan Creditor to inspect such Books, or take Copies or Extracts therefrom, during the Periods aforesaid, he shall forfeit for every such Offence a Sum not exceeding Twenty Pounds.

Accounts of
Tolls rate-
able to the
Poor to be
kept.

CIX. And for the Purpose of facilitating the proper rating of the Railway to the Relief of the Poor, be it enacted, That the Company shall keep an Account of the whole Tolls, and of any other Receipts or Profits received by them, which may be necessary to be taken into account for the proper rating of the Company in respect of the Railway for the Relief of the Poor, showing the gross Amount received in respect of such Tolls, Receipts, or Profits in every Year, and the Amount and Particulars of the Expenditure in every such Year on account of any Expences, the probable annual average Cost of which is to be taken into account in ascertaining the net annual Value of the Railway for the Purpose of rating the same for the Relief of the Poor; and if the Company carry for their own Benefit any Passengers, Cattle or other Animals, Goods or other Matters, they shall keep a separate Account, showing the Amount of Tolls which would have been received by the Company in every such Year for the Use of the Railway in respect of such Passengers, Cattle, Goods, or other Matters, if the same had been carried by any other Party, and the Amount of Tolls or Sums which shall have been actually received by the Company for the Carriage of the same: Provided always, that nothing in this Act contained shall alter the Principle or Mode in which the Company ought by Law to be rated to the Relief of the Poor in respect of the Railway.

Power to
Overseers of
Poor to in-
spect Ac-
counts.

Penalty f. r
Refusal to
permit.

CX. And be it enacted, That at any Time during the first Fourteen Days in the Months of *February* and *August* in each Year it shall be lawful for the Overseers of the Poor of the several Parishes through which the Railway shall pass to inspect such Accounts; and if the Company fail to keep such Accounts, or to permit such Inspection thereof, they shall forfeit to each Overseer who shall demand the said Accounts, or who shall be refused the Inspection of such Accounts or either of them, for every such Failure to keep such Accounts Fifty Pounds, and for every Day during which the Refusal to permit such Inspection may continue the Sum of Ten Pounds *per Day*; and such Penalties shall be recoverable by Action of Debt or on the Case in any of the Superior Courts, and shall be applied for the Benefit of the Poor of the Parish within which such Failure may occur.

Annual Ac-
count to be
made up,
and a Copy
transmitted
to the Clerk
of the Peace.

CXI. And be it enacted, That the Company shall every Year cause an annual Account in abstract to be prepared, showing the total Receipts and Expenditure of all Funds levied by virtue of this Act for the Year ending on the Thirtieth Day of *June* or some other convenient Day in each Year, under the several distinct Heads of Receipt and Expenditure, with a Statement of the Balance of such Account, duly audited and certified by the Directors or some of them, and shall transmit a Copy of the said Account, free of Charge, to the Clerk

Clerk of the Peace for the County Palatine of *Lancaster* on or before the Thirty-first Day of *January* then next, which Account shall be open to the Inspection of the Public at all seasonable Hours on Payment of the Sum of One Shilling for every such Inspection: Provided always, that if the said Company shall omit to prepare or transmit such Account as aforesaid they shall forfeit for every such Omission the Sum of Twenty Pounds.

CXII. And be it enacted, That previously to every General Meeting the Directors shall cause a Scheme to be prepared, showing the Profits, if any, of the Company for the Period current since the immediately preceding General Meeting, and apportioning the same among the Shareholders according to the Amount paid in respect of the Shares held by them respectively, and the Periods during which the same may have been so paid, and shall exhibit such Scheme at such General Meeting; and at such Meeting a Dividend may be declared according to such Scheme. Declaration of Dividends.

CXIII. And be it enacted, That, except in Payment of Interest as herein-before authorized, the Company shall not make any Dividend whereby their Capital Stock will be in any degree reduced. Dividend not to reduce Capital.

CXIV. And be it enacted, That before apportioning the Profits aforesaid the Directors may, if they think fit, set aside thereout such Sum as they may think proper to meet Contingencies, or for enlarging, repairing, or improving the Works connected with the Railway or any Part thereof, and may divide the Balance only among the Proprietors. Funds for Contingencies.

CXV. And be it enacted, That no Dividend shall be paid in respect of any Share until all Calls then due in respect of that or of any other Share held by the Person to whom such Dividend may be payable shall have been paid. Dividend not to be paid unless all Calls paid.

CXVI. And with respect to the Power of the Company to make Bye Laws, be it enacted, That, in addition to the Power herein-after given to the Company to make Bye Laws for regulating the Use of the Railway, it shall be lawful for the Company, subject to the Provisions of an Act passed in the Fourth Year of the Reign of Her present Majesty, intituled *An Act for regulating Railways*, from Time to Time to make such Bye Laws as they think fit for the Purpose of regulating the Conduct of the Officers and Servants of the Company, and for providing for the due Management of the Affairs of the Company in all respects whatsoever, and from Time to Time to alter or repeal any such Bye Laws, and make others, provided such Bye Laws be not repugnant to the Laws of that Part of the United Kingdom where the same are to have effect, or to the Provisions of this Act; and such Bye Laws shall be reduced into Writing, and shall have affixed thereto the Common Seal of the Company; and a Copy of such Bye Laws shall be given to every Officer and Servant of the Company. Power to make Bye Laws for the Officers of the Company. 3 & 4 Vict. c. 97.

CXVII. And be it enacted, That the Company may impose such reasonable Fines and Forfeitures upon all Persons, being Officers or Servants of the Company, offending against such private Bye Laws, Fines for Breach of such Bye Laws.

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as the Company think fit, not exceeding Five Pounds for any one Offence; and such Fine and Forfeitures may be recovered in the Manner herein-after provided.

Evidence of
Bye Laws.

CXVIII. And be it enacted, That the Production of a written or printed Copy of the Bye Laws of the Company, having the Common Seal of the Company affixed thereto, shall be sufficient Evidence of such last-mentioned Bye Laws in all Cases of Prosecution under the same.

Service of
Notices upon
the Com-
pany.

CXIX. And with respect to the Service of Notices upon the Company, be it enacted, That any Summons, Notice, or Writ, or other Proceeding at Law or in Equity requiring to be served upon the Company, may be served by the same being given personally to the Clerk of the Company, or being left at the Office of the Company, or being delivered to some Inmate at the Place of Abode of such Clerk, or in case there be no Clerk, or the Place of Abode of the Clerk respectively shall not be found, then by being given to any one Director of the Company, or by being delivered to some Inmate of the Place of Abode of any such Director.

Service by
Company
on Share-
holders.

CXX. And with respect to any such Notice required to be served by the Company upon the Shareholders, be it enacted, That unless any such Notice be expressly required to be served personally it shall be sufficient to transmit the same by Post directed according to the registered Address or other known Address of the Shareholder, within such Period as to admit of its being delivered in the due Course of Delivery within the Period (if any) prescribed for the giving of such Notice; and in proving such Service it shall be sufficient to prove that such Notice was properly directed, and that it was so put into the Post Office.

Notices by
Advertis-
ment.

CXXI. And be it enacted, That all Notices required by this Act to be given by Advertisement in a Newspaper shall be advertised in a Newspaper published in *Manchester*.

Authenti-
cation of
Notices, &c.

CXXII. And be it enacted, That every Summons, Demand, or Notice, or other such Document requiring Authentication by the Company, may be signed by One Director or by the Treasurer or the Clerk of the Company, and need not be under the Common Seal of the Company, and the same may be in Writing or in Print, or partly in Writing and partly in Print.

Releases to
Witnesses.

CXXIII. And be it enacted, That in all legal Proceedings under this Act general or other Releases for the Purpose of qualifying any Person in the Service of the Company to give Evidence as a Witness may be granted by any Two or more of the Directors; and every such Release or Discharge under the Hands and Seals of Two of the Directors shall be as effectual for the Purpose aforesaid as if made under the Common Seal of the Company.

Proof of
Debts in
Bankruptcy.

CXXIV. And be it enacted, That if any Person against whom the Company shall have any Claim or Demand become bankrupt, or take

take the Benefit of any Act for the Relief of Insolvent Debtors, it shall be lawful for the Clerk or Treasurer of the Company, in all Proceedings against the Estate of such Bankrupt or Insolvent, or under any Fiat, Sequestration, or Act of Insolvency against such Bankrupt or Insolvent, to represent the Company, and act in their Behalf in all respects as if such Claim or Demand had been the Claim or Demand of such Clerk or Treasurer, and not of the Company.

CXXV. And with respect to Actions brought in respect of any Proceeding under the Provisions of this Act, be it enacted, That if before Action brought any Party having committed any Irregularity, Trespass, or other wrongful Proceeding in the Execution of this Act, or by virtue of any Power or Authority thereby given, make Tender of sufficient Amends to the Party injured, such last-mentioned Party shall not recover in any Action brought on account of such Irregularity, Trespass, or other wrongful Proceeding, and if no such Tender shall have been made it shall be lawful for the Defendant, by Leave of the Court where such Action shall be pending, at any Time before Issue joined, to pay into Court such Sum of Money as he shall think fit, and thereupon such Proceedings shall be had as in other Cases where Defendants are allowed to pay Money into Court.

CXXVI. And be it enacted, That, subject to the Provisions of this Act, it shall be lawful for the Company to agree with the Owners of the Lands which they are hereby authorized to enter into and take for the Purposes of the Railway for the absolute Purchase, for a Consideration in Money, of any such Lands, or such Parts thereof as they shall think proper, and of all subsisting Leases therein, and of all Rent-charges, Annuities, Mortgages, or Incumbrances affecting any such Lands, and all commonable or other Rights to which such Lands may be subject, and all other Estates or Interests in such Lands, of what Kind soever.

CXXVII. And be it enacted, That it shall be lawful for all or any of the following Parties, being seised, possessed of, or entitled to any such Lands, or any such Estate or Interest therein as aforesaid, to sell and dispose and convey or release the same to the Company, and to enter into all necessary Agreements for that Purpose; (that is to say,) all Corporations, Tenants for Life or in Tail, or for any other partial or qualified Estate or Interest, married Women seised in their own Right or entitled to Dower, Guardians, Committees of Lunatics and Idiots, Trustees or Feoffees in trust for charitable or other Purposes, Executors and Administrators; and the Power so to sell and convey as aforesaid may lawfully be exercised by all such Parties, not only on behalf of themselves, and their respective Heirs, Executors, Administrators, and Successors, but also for and on behalf of every Person entitled in reversion, remainder, or expectancy after them, if incapacitated, unborn, or not to be found; and as to such married Women as if they were sole, and as to such Guardians on behalf of their Wards, and as to such Committees on behalf of the Lunatics and Idiots of whom they are the Committees respectively, and that to the same Extent as such Wives, Wards, Lunatics, and Idiots respectively

Tender of Amends.

Power to purchase Lands.

Parties under Disability enabled to sell and convey.

respectively could have exercised the same Power under the Authority of this Act if they had respectively been under no Disability; and as to such Trustees, Executors, and Administrators, on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Females Covert, or other Persons, and that to the same Extent as such Cestuique Trusts respectively could have exercised the same Powers under the Authority of this Act if they had respectively been under no Disability.

Parties under Disability to exercise other Powers.

CXXVIII. And be it enacted, That the Power herein-after given to enfranchise Copyhold Lands, as well as every other Power required to be exercised by the Lord of any Manor, pursuant to the Provisions of this Act, and the Power to release Lands from any Rent, Payment, Charge, or Incumbrance, and to agree for the Apportionment of any such Rent, Charge, or Incumbrance, shall extend to and may lawfully be exercised by every Party herein-before enabled to sell and dispose of or convey and release Lands to the Company.

Consideration to be a gross Sum.

CXXIX. And be it enacted, That, except as herein-after mentioned, the Consideration to be paid for the Purchase of any such Lands, or for any Damage done thereto, shall be in a gross Sum.

Acceptance of Compensation for Price of or Damage to Lands.

CXXX. And be it enacted, That the Owners of any such Lands, or of any such Estate or Interests therein as aforesaid, and all Parties by this Act enabled to convey any such Lands, may agree to accept, and, subject to the Restrictions in this Act contained as to the Payment thereof, may accept Satisfaction for the Value of such Lands or any Interest therein to which such Party shall be entitled; and, in addition to Compensation for the Value of such Lands or of the Interest therein to be so conveyed, such Parties shall be entitled to and may in like Manner accept Compensation for any Damage by them sustained by reason of the severing or dividing of such Lands, or otherwise owing to the Exercise of the Powers of this Act.

Amount of Compensation to be ascertained by Valuation in case of Parties under Disability.

CXXXI. And with respect to the Consideration Money to be paid for any Lands to be purchased from any Party under any Disability or Incapacity, and not having Power to sell or convey except under the Provisions in this Act contained, and the Compensation Money to be paid for any permanent Damage or Injury to any such Lands, be it enacted, That such Consideration Money or Compensation shall not, except where the same shall have been determined by the Verdict of a Jury under the Provision herein-after contained, be less than shall be determined by the Valuation of Two able practical Surveyors, one of whom shall be nominated by the Company, and the other by the other Party, and if such Two Surveyors cannot agree in the Valuation, then by such Third Surveyor as any Two Justices shall for that Purpose nominate; and each of such Two Surveyors, if they agree, or if not, then the Surveyor nominated by the said Justices, shall annex to the Valuation a Declaration of the Correctness thereof.

Compensation to absent Parties

CXXXII. And with respect to the Compensation Money to be paid for any Lands to be purchased from any Party who by reason of

of Absence, or from any other Incapacity or Accident, is prevented from treating, or cannot be found, and the Compensation Money to be paid for any permanent Injury to such Lands, be it enacted, That such Consideration or Compensation shall not be less than shall be determined by the Valuation of such able practical Surveyor as Two Justices shall nominate for that Purpose; and such Surveyor shall annex to the Valuation a Declaration of the Correctness thereof.

to be ascertained by Valuation.

CXXXIII. And be it enacted, That if any Person seised in Fee of, or entitled to dispose of absolutely for his own Benefit, any Lands authorized to be purchased for the Purposes of this Act, shall be willing to sell such Lands for a perpetual annual Rent-charge in lieu of a Sum in gross, such Person may lawfully sell and convey such Lands or any Part thereof unto the Company, in consideration of an annual Rent-charge payable by the Company to the Person so selling and conveying, and to his Heirs and Assigns.

Purchase of Lands on Chief Rents.

CXXXIV. And be it enacted, That the yearly Rents reserved by any such Conveyance shall be charged on the Tolls or Rates payable under this Act, and shall be paid by the Company as such Rents become payable; and if at any Time any such Rents be not paid within Thirty Days after they so become payable, and after Demand thereof in Writing, the Person to whom any such Rent shall be payable may either recover the same from the Company, with Costs of Suit, by Action of Debt in any of the Superior Courts, or it shall be lawful for him to levy the same by Distress of the Goods and Chattels of the Company.

Payment of Rents to be charged on Tolls.

CXXXV. And be it enacted, That all Conveyances of Land so to be purchased as aforesaid may be according to the Form in the Schedules (G.) and (H.) respectively to this Act annexed, or as near thereto as the Circumstances of the Case will admit; and all such Conveyances shall be effectual to vest the Lands thereby conveyed in the Company, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Interest so thereby conveyed, and to bar and to destroy all such Estates Tail, and all other Estates, Rights, Titles, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever, of and in the Lands comprised in such Conveyances as shall have been purchased or compensated for by the Consideration therein mentioned, but although Terms of Years be thereby merged they shall in Equity afford the same Protection as if they had been kept on foot, and assigned to a Trustee for the Company, to attend the Reversion and Inheritance.

Form of Conveyances.

CXXXVI. And with respect to the Costs of the Conveyance of any such Lands purchased or taken by the Company, be it enacted, That all such Costs shall be borne by the Company, and such Costs shall include all Charges and Expences, incurred on the Part as well of the Seller as of the Purchaser, of all Conveyances and Assurances of any such Lands, and of any outstanding Terms or Interests therein, and of deducing, evidencing, and verifying the Title to such Lands, Terms or Interests, and of making out and furnishing

Costs of Conveyance.

finishing such Abstracts and attested Copies as the Company may require, and all other Expences incident to the Investigation, Deduction, and Verification of such Title; and before the Company enter into possession of the Lands so purchased or taken they shall pay the Amount of such Costs, and if there be any Dispute about the same they shall obtain an Order for the Taxation thereof as herein-after provided; nevertheless, if within Seven Days after Notice in Writing from the Company the Parties from whom such Lands shall have been purchased do not deliver a Bill of their Costs to the Company, then the Company shall not be prevented from entering into the Possession of such Lands by reason of the Nonpayment of such Costs, or by reason of such Order for Taxation thereof not having been obtained.

Taxation of
Costs.

CXXXVII. And be it enacted, That if the Company and the Party entitled to any such Costs shall not agree as to the Amount thereof such Costs shall be ascertained by the Court of Chancery, and for that Purpose either Party may apply to the Court by Petition, and thereupon the Court shall order such Costs to be referred to one of the Masters, to be taxed in the usual Manner, and upon Proof of such Service the Master shall proceed to tax such Costs accordingly, Notice of such Taxation being given to the other Party; and after the Taxation thereof it shall be lawful for the Court to order the Amount at which the same shall be so taxed, together with the Costs of Taxation, or so much of the same as shall be payable by the Company, to be paid to the Party entitled thereto, and the same shall be paid accordingly; and the Expence of taxing such Costs, and of obtaining the Order referring the same to be taxed, shall be borne by the Company, unless on the Taxation One Sixth Part of the Costs be disallowed, in which Case the Expence shall be borne by the Party from whom the Lands shall have been purchased or taken.

Purchase
Money pay-
able to Par-
ties under
Disability,
amounting to
200*l.*, to be
deposited in
the Bank of
England.

12 G. 1. c. 32.

CXXXVIII. And for the Purpose of providing for the Deposit and Application of the Purchase Money or Compensation to be paid in respect of any Lands which may belong to Parties under Disability, be it enacted, That if any such Purchase Money or Compensation shall be payable in respect of any such Lands or any Interest therein which any Corporation, Tenant for Life or for any other partial or qualified Interest, married Woman seised in her own Right or entitled to Dower, Guardian, Committee of Lunatic or Idiot, Trustee, Executor, or Administrator, or Person under any Disability, shall be entitled to, and shall under the Powers of this Act be enabled to convey or dispose of, the same shall, if it amount to or exceed the Sum of Two hundred Pounds, be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account there *ex parte* "The Ashton, Staly Bridge, and Liverpool Junction Railway Company," pursuant to the Method prescribed by an Act of the Twelfth Year of the Reign of His late Majesty King *George* the First, intituled *An Act for the better securing the Monies and Effects of the Suitors of the Court of Chancery, and to prevent the counterfeiting of East India Bonds and Endorsements thereon, as likewise Endorsements on South Sea*

Sea Bonds; and pursuant to the general Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of His late Majesty King *George the Second*, intituled *An Act to empower the High Court of Chancery to lay out on proper Securities any Monies, not exceeding a Sum therein limited, out of the common and general Cash in the Bank of England belonging to the Suitors of the said Court, for the Ease of the said Suitors, by applying the Interest therefrom for answering the Charges of the Office of the Accountant General of the said Court*; and such Monies shall remain so deposited until the same be applied to some One or more of the following Purposes; (that is to say,)

12G.2. c.21.

In the Purchase or Redemption of the Land Tax, or the Discharge of any Debt or Incumbrance affecting the Land in respect of which such Money shall have been paid, or affecting other Lands settled therewith to the same or the like Uses, Trusts, or Purposes; or

Application of Monies deposited.

In the Purchase of other Lands, to be conveyed, limited, and settled upon the like Uses, Trusts, and Purposes, and in the same Manner, as the Lands in respect of which such Money shall have been paid stood settled; or,

If such Monies shall be paid in respect of any Buildings taken under the Authority of this Act, in replacing such Buildings, or substituting others in their Stead, in such Manner as the Court of Chancery shall direct; or

In Payment to any Party becoming absolutely entitled to such Money.

CXXXIX. And be it enacted, That such Money may be so applied as aforesaid upon an Order of the Court of Chancery, made on the Petition of the Party who would have been entitled to the Rents and Profits of the Lands in respect of which such Money shall have been deposited; and until the Money can be so applied it may, upon the like Order, be invested by the said Accountant General in the Purchase of *Three per Centum Consolidated* or *Three per Centum Reduced Bank Annuities*, or in Government or Real Securities; and until such Annuities or Securities shall be ordered to be sold or converted into Money for the Purposes aforesaid, the Interest, Dividends, and annual Proceeds thereof shall from Time to Time be paid to the Party who would for the Time being have been entitled to the Rents and Profits of the Lands; and the Order for such Investment, and Application of the Interest, Dividends, and annual Proceeds thereof, may be made on the like Petition.

Order for Application.

CXL. And with respect to any such Purchase Money or Compensation which shall not amount to the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, be it enacted, That the same shall either be paid into the Bank of *England*, and applied in the Manner herein-before directed with respect to Sums amounting to or exceeding Two hundred Pounds, or the same may be lawfully paid to Two Trustees, to be nominated by the Parties entitled to the Rents or Profits of the Lands in respect whereof the same shall be payable, such Nomination to be signified by Writing under the Hands of the Parties so entitled; and in case of the

Sums from 20l. to 200l. to be deposited, or invested in Trustees.

Coverture,

Coverture, Infancy, Lunacy, or other Incapacity of the Parties entitled to such Monies, such Nomination may lawfully be made by their respective Husbands, Guardians, Committees, or Trustees; but such last-mentioned Application of the Monies shall not be made unless the Company approve thereof, and of the Trustees named for the Purpose, such Approval to be signified in Writing under their Common Seal; and the Money so paid to such Trustees, and the Produce arising therefrom, shall be by such Trustees applied in the Manner herein-before directed with respect to Money paid into the Bank of *England*, but it shall not be necessary to obtain any Order of the Court for that Purpose.

Sums not exceeding 20*l.* to be paid to Parties.

CXLI. And with respect to any such Money which shall not exceed the Sum of Twenty Pounds, be it enacted, That the same shall be paid to the Parties who would for the Time being have been entitled to the Rents and Profits of the Lands in respect whereof the same shall be payable, for their own Use and Benefit; or in case of the Coverture, Infancy, Idiocy, Lunacy, or other Incapacity of any such Parties, then such Money shall be paid, for their Use, to the respective Husbands, Guardians, Committees, or Trustees of such Persons.

Where Parties refuse to convey, or do not show Title, the Purchase Money to be deposited.

CXLII. And for the Purpose of providing for the Payment and Application in certain Cases of the Purchase Money or Compensation to be paid in respect of any such Lands not belonging to Parties under Disability, be it enacted, That in the following Cases, (that is to say,) if the Owner of any such Lands or of any Interest therein, on Tender of the Purchase Money or Compensation either agreed or awarded to be paid, refuse to accept the same, or if any such Person fail to make out a Title to the Lands in respect whereof such Purchase Money or Compensation shall be payable, or to the Interest therein claimed by him, to the Satisfaction of the Company, or if such Owner be gone out of the Kingdom, or cannot be found, or be not known, or refuse to convey or release such Lands as directed by the Company, it shall be lawful for the Company to deposit the Purchase Money or Compensation payable in respect of such Lands or any Interest therein in the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account there to the Credit of the Parties interested in such Lands (describing them, so far as the Company can do), subject to the Control and Disposition of the said Court; and upon Receipt of such Money the Cashier of such Bank shall give to the Company or to the Party paying in such Money a Receipt for such Money, specifying therein for what and for whose Use (described as aforesaid) the same shall have been received, and in respect of what Purchase the same shall have been paid in, and thereupon all the Interest in such Lands in respect whereof such Purchase Money or Compensation shall have been deposited shall vest absolutely in the Company.

Application of Monies so deposited.

CXLIII. And be it enacted, That upon the Application by Petition of any Party making claim to the Money so deposited as last aforesaid or any Part thereof, or to the Lands purchased or taken by

by the Company or any Part thereof, or any Interest in the same, the said Court of Chancery may, in a summary Way as to such Court shall seem fit, order such Money to be laid out or invested in the Public Funds, or may order Distribution thereof, or Payment of the Dividends thereof, according to the respective Estates, Titles, or Interests of the Parties making claim to such Money or Lands or any Part thereof, and may make such other Order in the Premises as to such Court shall seem fit.

CXLIV. Provided always, and be it enacted, That where any Purchase Money or Compensation paid into the Court of Chancery under the Provisions of this Act shall have been paid in respect of any Lease for Lives or Years, or any Estate in Lands less than the whole Fee Simple thereof, or of any Reversion dependent on any such Lease or Estate, it shall be lawful for the Court of Chancery, on the Petition of any Party interested in such Money, to order that the same shall be laid out, invested, accumulated, and paid in such Manner as the said Court may consider will give to the Parties interested in such Money the same Benefit therefrom as they might have legally had from the Lease, Estate, or Reversion in respect of which such Money shall have been paid, or as near thereto as may be.

Court of Chancery may direct Investment or Payment of Money in respect of Leases for Lives, Years, &c., or Reversions.

CXLV. And be it enacted, That if any Question arise respecting the Title to the Lands in respect whereof such Monies shall have been so paid or deposited as aforesaid, the Parties respectively in possession or receipt of the Rents of such Lands at the Time of such Lands being purchased or taken shall be deemed to have been lawfully entitled to such Lands, until the contrary be shown to the Satisfaction of the Court; and unless the contrary be shown as aforesaid the Parties so in possession, and all Parties claiming under them, or consistently with their Possession, shall be deemed entitled to the Money so deposited, and to the Dividends or Interest of the Annuities or Securities purchased therewith, and the same shall be paid and applied accordingly.

Party in possession to be deemed the Owner.

CXLVI. And with respect to Costs in Cases of Monies deposited in the Bank of *England*, be it enacted, That the Court of Chancery may in all such Cases, except where Monies shall have been so deposited by reason of the wilful Refusal of any Party entitled thereto to receive the same, or to convey or release the Lands in respect whereof the same shall be payable, order the Costs of the following Matters, including therein all reasonable Charges and Expences incident thereto, to be paid by the Company; (that is to say,) the Costs of the Purchase or of the taking or using of the Lands, or which shall have been incurred in consequence thereof, other than such Costs as are herein otherwise provided for, and the Costs of the Investment of such Monies in Government or Real Securities, and of the Reinvestment thereof, or of the Government or Real Securities purchased therewith, in the Purchase of other Lands, and also the Costs of obtaining the proper Orders for any of the Purposes aforesaid, and of the Orders for the Payment of the Dividends and Interest of the Government or Real Securities upon which such Monies shall be invested, and for the Payment out of Court of

Costs in Cases of Money deposited.

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the Principal of such Monies, or of the Government or Real Securities whereon the same shall be invested, and of all other Proceedings relating thereto, except such as are occasioned by Litigation between adverse Claimants.

Payment of Price to be made previous to Entry, except to survey, &c.

CXLVII. And be it enacted, That the Company shall not, except by Consent of the Owner and Occupier, enter upon any Lands which shall be required to be purchased or permanently used for the Purposes of this Act, until they shall either have paid to every Party having any Interest in such Lands, or deposited in the Bank of *England* in the Manner herein mentioned, the Purchase Money or Compensation agreed or awarded to be paid to such Parties respectively for their respective Interests therein: Provided always, that for the Purpose merely of surveying and taking Levels of such Lands, and setting out the Lands required to be purchased or used, it shall be lawful for the Company to enter upon the same without the previous Consent of the Owners, making Compensation for any Damage thereby occasioned to the Owners or Occupiers of such Lands.

Penalties on Company entering upon Lands without Consent before Payment of the Purchase Money.

CXLVIII. And be it enacted, That if the Company or any of their Contractors shall, except as aforesaid, wilfully enter upon and take possession of any Lands which shall be required to be purchased or permanently used for the Purposes of this Act without such Consent as aforesaid, or without having made such Payment or Deposit as aforesaid, the Company shall forfeit to the Party in possession of such Lands the Sum of Ten Pounds over and above the Amount of any Damage done to such Lands by reason of such Entry and taking possession as aforesaid, such Penalty and Damage respectively to be recovered before Two Justices; and if the Company or their Contractors shall, after Conviction in such Penalty as aforesaid, or after Notice from the Party in possession of such Lands, continue in unlawful Possession of any such Lands, the Company shall be liable to forfeit the Sum of Twenty-five Pounds for every Day they or their Contractors shall so remain in possession as aforesaid, such Penalty to be recoverable by the Party in possession of such Lands, with full Costs of Suit, in any of the Superior Courts: Provided always, that nothing herein contained shall be held to subject the Company to the Payment of any such Penalties as aforesaid if they shall *bonâ fide* and without Collusion have paid or deposited the Compensation agreed or awarded to be paid in respect of the said Lands to any Person whom the Company may have reasonably believed to be entitled thereto, although such Person may not have been legally entitled thereto.

Decision of Justices not conclusive as to Company's Right.

CXLIX. And be it enacted, That on the Trial of any Action for any such Penalty as aforesaid the Decision of the Justices under the Provision herein-before contained shall not be held conclusive as to the Right of Entry on any such Lands by the Company.

Notice of Intention to take Lands.

CL. And be it enacted, That when the Company shall require to purchase any of the Lands which by this Act they are authorized to purchase or take, they shall give Notice thereof to all the Parties interested in such Lands, or enabled by this Act to sell and convey
or

or release the same, or such of them as shall be known to the Company, and by such Notice shall demand from such Parties the Particulars of their Estate and Interest in such Lands, and of the Claims made by them in respect thereof; and every such Notice shall be in Writing, and shall state the Particulars of the Lands so required, and shall state that the Company are willing to treat for the Purchase of the Interest of such Party in such Lands, and as to the Compensation to be made for the Damage that may be sustained by him by reason of the making of the Railway, and may be served personally upon any such Party, or left at his last or usual place of Abode, or if the Owner be not known to the Company, or cannot be found, the same Notice may be left with the Tenant or Occupier of any Lands so required to be taken, or in case of a Corporation, the same Notice may be served on the Clerk or other Officer of such Corporation.

CLI. And be it enacted, That if for Twenty-one Days after the Service of such Notice any such Party shall fail to state in Writing the Particulars of his Claim in respect of any such Land, or to treat with the Company in respect of his Interest therein, or if such Party and the Company shall differ as to the Amount of the Compensation to be paid to such Party for any such Interest, or for any Damage that may be sustained by him by reason of the Execution of the Railway, the Amount of such Compensation shall be settled in the Manner herein-after provided for settling Cases of disputed Compensation.

Parties interested in Lands to state their Claims.

CLII. And be it enacted, That where according to the Provisions of this Act the Company are authorized to enter upon and take possession of any Lands required for the Purposes of the Railway, if the Owner or Occupier of any such Lands or any other Person refuse to give up the Possession thereof, or hinder the Company from entering upon or taking possession of the same, it shall be lawful for the Company to issue their Precept under their Common Seal to the Sheriff to deliver Possession of the same to the Person appointed in such Precept to receive the same; and upon the Receipt of such Precept the Sheriff shall deliver Possession of any such Lands accordingly; and the Costs accruing by reason of the issuing and Execution of such Precept, to be settled by the Sheriff, shall be paid by the Persons refusing to give Possession; and such Costs, if not paid on Demand, shall be levied by Distress, and the Sheriff shall issue his Warrant accordingly.

Proceedings in case of Refusa to deliver Possession of Lands.

CLIII. And for the Purpose of making Provision for settling Cases of disputed Compensation arising under this Act, be it enacted, That if any Difference shall arise, or if no Agreement can be come to, between the Company and the Owners of any Lands, or of any Interest in any such Lands, taken or required for or injuriously affected by the Execution of the Railway (including among such Owners all Parties by this Act enabled to sell or convey Lands), as to the Value of such Lands or of any Interest therein, or as to the Compensation to be made in respect thereof, or if by reason of Absence any such Owner be prevented from treating, or if any such Owner fail to disclose or prove his Title to any such Lands or any Interest

Disputes as to Compensation to be settled by a Jury.

Interest therein, or if by reason of any Impediment or Disability any such Owner be incapable of making any Agreement, Conveyance, or Release necessary for enabling the Company to take such Lands, or to proceed in making the Railway or Works, or if any such Difference arise as to the Amount of the Damages occasioned to any Lands by the temporary Occupation thereof in the making of the Railway, or otherwise in exercise of the Powers given by this Act, and for which any Party may be entitled to demand Compensation according to the Provisions of this Act, the Amount of the Compensation to be paid by the Company in every such Case shall be settled by the Verdict of a Jury in manner herein-after mentioned.

Claims not exceeding 50*l.* to be settled by Two Justices.

CLIV. Provided always, and be it enacted, That if the Compensation claimed in any of the Cases mentioned in the preceding Enactment shall not exceed Fifty Pounds the same shall be settled by Two Justices.

Requisition by Party claiming Compensation to have a Jury summoned.

CLV. And be it enacted, That if any Party who shall be entitled to any Compensation in respect of any Lands or of any Interest therein taken for or injuriously affected by the making of the Railway shall desire the Amount of such Compensation to be determined by a Jury, it shall be lawful for such Party to give Notice in Writing to the Company of such his Desire, and he shall in such Notice state the Nature of the Interest claimed by him in such Lands, and the Amount of the Compensation claimed by him in respect thereof; and unless the Company be willing to pay the Amount of Compensation so claimed, and shall enter into a written Agreement for that Purpose, then, within Twenty-one Days after the Receipt of any such Notice from any Party so entitled, they shall issue their Warrant to the Sheriff to summon a Jury accordingly in the Manner herein mentioned.

Warrant for summoning Jury to be addressed to the Sheriff.

CLVI. And be it enacted, That in every Case in which any such Question of disputed Compensation shall be required to be determined by the Verdict of a Jury the Company shall issue their Warrant to the Sheriff under their Common Seal, requiring him to summon a Jury for that Purpose; and if such Sheriff be interested in the Matter in dispute, by being a Shareholder of the Company or otherwise, such Application shall be made to some Coroner of the County in which the Lands in question, or some Part thereof, shall be situate; and if all the Coroners of such County be so interested, such Application may be made to some Person having filled the Office of Sheriff or Coroner in such County, and who shall be then living there, and who shall not be interested in the Matter in dispute; and with respect to the Persons last mentioned Preference shall be given to one who shall have most recently served either of the said Offices.

Provisions applicable to Sheriff to apply to Coroner.

CLVII. And be it enacted, That throughout the Enactments contained in this Act relating to the Reference to a Jury where the Term "Sheriff" is used the Provisions applicable thereto shall be held to apply to every Coroner or other Person lawfully acting in his Place; and in every Case in which any such Warrant shall have been

directed to any other Person than the Sheriff such Sheriff shall, immediately on receiving Notice of the Delivery of the Warrant, deliver over, on Application for that Purpose, to the Person to whom the same shall have been directed, or to any Person appointed by him to receive the same, the Jurors Book and Special Jurors List belonging to the County where the Lands in question shall be situate.

CLVIII. And be it enacted, That upon the Receipt of such Warrant the Sheriff shall summon a Jury of Twenty-four indifferent Persons, duly qualified to act as Common Jurymen in the Superior Courts, to meet at the Time and Place named in the Warrant for that Purpose. Summoning of Jurymen.

CLIX. And be it enacted, That out of the Jurors appearing upon such Summons a Jury of Twelve Persons shall be drawn by the Sheriff in such Manner as Juries for Trials of Issues joined in the Superior Courts are by Law required to be drawn; and if a sufficient Number of Jurymen do not appear in obedience to such Summons the Sheriff shall return other indifferent Men, duly qualified as aforesaid, of the Bystanders, or others that can speedily be procured, to make up the Jury to the Number aforesaid; and all Parties concerned may have their lawful Challenges against any of the Jurymen, but no such Party shall challenge the Array. Impanneling of Jury.

CLX. And be it enacted, That Fourteen Days Notice of the Time and Place of the Inquiry shall be given in Writing and served as aforesaid by the Company to the other Party. Notice of Inquiry.

CLXI. And be it enacted, That the Sheriff shall preside on the said Inquiry, and the Party claiming Compensation shall be deemed the Plaintiff, and shall have all such Rights and Privileges as the Plaintiff is entitled to in the Trial of Actions at Law; and if either Party so request in Writing the Sheriff shall summon before him any Person considered necessary to be examined as a Witness touching the Matters in question; and on the like Request the Sheriff shall order the Jury, or any Six or more of them, to view the Place or Matter in controversy, in like Manner as Views may be had in the Trial of Actions in the Superior Courts. Sheriff to preside;
Witnesses to be summoned.

CLXII. And be it enacted, That before the Jury proceed to inquire of and assess the Compensation or Damage in respect of which their Verdict is to be given they shall make Oath that they will truly and faithfully inquire of and assess such Compensation or Damage; and the Sheriff shall administer such Oaths, as well as the Oaths of all Persons called upon to give Evidence. Oath of Jurymen.

CLXIII. And be it enacted, That such Jury shall deliver their Verdict for the Sum of Money to be paid for the Purchase of the Lands required for the Railway, or of any Interest therein, belonging to the Party with whom such Questions of disputed Compensation shall so have arisen, and also the Sum of Money to be paid for the Injury done to the Lands of any such Party by the Severance from such Lands of the Lands required by the Company, and also the Sum Verdict of Jury to be for Purchase of Lands and for Damage, assessed separately.

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of Money to be paid by way of Compensation for the Damage occasioned to any such Lands by the Execution of the Works, whether it be for Damage sustained before the Time of the Inquiry, or for future Damage, either temporary or permanent, or for any recurring Damage, of which the Cause is then only in part obviated, and which cannot or will not be further obviated by the Company; and the Sums of Money to be paid for the Injury done by any such Severance as aforesaid, or by way of Compensation for any such Damage as aforesaid, shall in every Case be assessed separately from the Value of the Lands, or the Sum to be paid for the Purchase thereof or of any Interest therein.

Value of Interests previously purchased to be deducted.

CLXIV. And be it enacted, That in assessing the Sum of Money to be paid for the Purchase of any such Lands the Value of any Interest in any such Lands as shall have been theretofore rightfully purchased by the Company shall be first deducted.

Verdict and Judgment to be recorded.

CLXV. And be it enacted, That the Sheriff before whom such Inquiry shall be held shall give Judgment for the Purchase Money or Compensation assessed by such Jury; and the said Verdict and Judgment shall be signed by the Sheriff, and being so signed shall be kept by the Clerk of the Peace among the Records of the Quarter Sessions of the County in which the Lands or any Part thereof shall be situate, in respect of which such Purchase Money or Compensation shall have been awarded; and such Verdicts and Judgments shall be deemed Records, and the same, or true Copies thereof, shall be good Evidence in all Courts and elsewhere; and all Persons may inspect the said Verdicts and Judgments, and may have Copies thereof or Extracts therefrom, on paying for each Inspection thereof One Shilling, and for every One hundred Words copied or extracted therefrom Sixpence.

Costs of the Inquiry.

CLXVI. And be it enacted, That on every such Inquiry before a Jury, where the Verdict of the Jury shall be given for the same or a greater Sum than the Sum previously offered by the Company, all the Costs of such Inquiry shall be borne by the Company; but if the Verdict of the Jury be given for a less Sum than the Sum previously offered by the Company, one Half of the Costs shall be defrayed by the Owner of the Lands, and the other Half by the Company: Provided always, that in every Case where, by reason of Absence in Foreign Parts, or of any Disability, the Owner of the Land shall have been prevented from treating with the Company, all the Costs shall be borne by the Company.

Particulars of the Costs.

CLXVII. And be it enacted, That such Costs shall be settled by the Sheriff, and such Costs shall include all reasonable Costs, Charges, and Expences incurred in summoning, impannelling, and returning the Jury, taking the Inquiry, the Attendance of Witnesses, the Employment of Counsel, recording the Verdict and Judgment thereon, and otherwise incident to such Inquiry, and also the Expences of the Bond, if any, given by the Party at whose Instance the Inquiry shall have been taken for prosecuting his Claim and securing the Costs of such Inquiry; and with respect to any such Costs payable by

the Company, if within Seven Days after Demand such Costs be not paid to the Party entitled to receive the same the same shall be recoverable by Distress, and on Application to any Justice he shall give his Warrant accordingly; and with respect to any such Costs, payable by the Owner of the Lands or of any Interest therein, the same may be deducted out of any Money awarded by the Jury to be paid to such Owner as so much Money advanced for his Use, and the Payment of the Remainder of such Money shall be a good Payment and Satisfaction of the whole thereof.

CLXVIII. And be it enacted, That if the Sheriff make default in any of the Matters herein-before required to be done by him in relation to any such Trial or Inquiry he shall forfeit Fifty Pounds for every such Offence; and if any Person summoned and returned upon any Jury under this Act, whether common or special, do not appear, or appear but refuse to make Oath, or in any other Manner unlawfully neglect his Duty, he shall, unless he show reasonable Excuse to the Satisfaction of the Sheriff, forfeit a Sum not exceeding Ten Pounds; and every such Penalty payable by a Sheriff or Juryman shall be applied in satisfaction of the Costs of the Inquiry, so far as the same will extend; and in addition to the Penalty hereby imposed every such Juryman shall be subject to the same Regulations, Pains, and Penalties as if such Jury had been returned for the Trial of any Issue joined in any of the Superior Courts.

Penalty on Sheriff and Jury for Default.

CLXIX. And be it enacted, That if any Person duly summoned to give Evidence upon any such Inquiry, and to whom a Tender of his reasonable Expences shall have been made, fail to appear at the Time and Place specified in the Summons, without sufficient Cause, or if any Person, whether summoned or not, who shall appear as a Witness, refuse to be examined on Oath touching the Subject Matter in question, every Person so offending shall forfeit a Sum not exceeding Ten Pounds.

Penalty on Witnesses making default.

CLXX. And be it enacted, That if either Party desire any such Question of disputed Compensation as aforesaid to be tried before a Special Jury, and before the Company have issued their Warrant to the Sheriff, give Notice in Writing of such Desire; such Question shall be so tried, and for that Purpose the Company shall, by their Warrant to the Sheriff, require him to nominate a Special Jury for such Trial; and thereupon the Sheriff shall, as soon as conveniently may be after the Receipt by him of such Warrant, summon both the Parties to appear before him, by themselves or their Attornies, at some convenient Time and Place (not being less than Five Days from the Service of such Summons) appointed by him for the Purpose of nominating a Special Jury; and at the Place and Time so appointed the Sheriff shall proceed to nominate and strike a Special Jury in the Manner in which such Juries shall be required by the Laws for the Time being in force to be nominated or struck by the proper Officers of the Superior Courts; and the Sheriff shall appoint a Day for the Parties or their Agents to appear before him to reduce the Number of such Jury, and thereof shall give Four Days Notice to the Parties, and on the Day so appointed the Sheriff shall proceed to reduce the

Special Jury to be summoned at the Request of either Party.

said

said Special Jury to the Number of Twenty in the Manner used and accustomed by the proper Officers of the Superior Courts.

Deficiency
of Jurymen.

CLXXI. And be it enacted, That the Special Jury on such Inquiry shall consist of Twelve of the said Twenty who shall first appear on the Names being called over, the Parties having their lawful Challenges against any of the said Jurymen; and if a full Jury do not appear, or if after such Challenges a full Jury do not remain, then, upon the Application of either Party, the Sheriff shall add to the List of such Jury the Names of any other disinterested Persons qualified to act as Special or Common Jurymen, who shall not have been previously struck off the aforesaid List, and who may then be attending the Court, or can speedily be procured, so as to complete such Jury, all Parties having their lawful Challenges against such Persons; and the Sheriff shall proceed to the Trial and Adjudication of the Matters in question by such Jury; and such Trial shall be attended in all respects with the like Incidents and Consequences as herein-before provided in the Case of a Trial by Common Jury.

Other In-
quiries
before same
Jury by
Consent.

CLXXII. And be it enacted, That any other Inquiry than that for the Trial of which such Special Jury may have been struck and reduced as aforesaid may be tried by such Jury, provided the Parties thereto respectively shall give their Consent to such Trial.

Special Jury-
men not to
attend more
than once.

CLXXIII. And be it enacted, That no Special Jurymen shall, without his Consent, be summoned or required to attend any such Proceeding as aforesaid more than once in any Year.

Reference of
Dispute as to
Compensa-
tion to Jus-
tices.

CLXXIV. And with respect to any such Question of disputed Compensation, or other Matter of Difference by this Act authorized to be referred to the Determination of Two Justices, be it enacted, That either Party may apply to such Justices in respect of any such Matter, and thereupon such Justices, in Presence of the Parties, or such of them as shall appear, being duly summoned for that Purpose, shall examine into the Matter in dispute, and shall award such an Amount of Compensation, or shall make such Determination in respect of the Matter so referred to them, as to them shall seem fit; and the Costs of every such Inquiry shall be in the Discretion of such Justices, and they shall settle the Amount thereof, and in default of Payment of such Costs as directed by such Justices the same shall be levied by Distress, and the said Justices shall issue their Warrant accordingly.

Company
empowered
to purchase
the Interest
in Lands the
Purchase
whereof may
have been
omitted by
Mistake.

CLXXV. And be it enacted, That if at any Time after the Company shall have entered upon any Lands which under the Provisions of this Act they were authorized to purchase, and which shall be permanently required for the Purposes of the Railway, any Party shall appear to be entitled to any Estate, Right, or Interest in or Charge affecting such Lands which the Company shall have failed or omitted duly to purchase or to pay Compensation for; then, whether the Period granted for the Purchase of Lands shall have expired or not, the Company shall remain in the undisturbed Possession of such Lands; provided, within Six Months after Notice in Writing of such Estate, Right, Interest,

Interest, or Charge, in case the same shall not be disputed by the Company, or in case the same shall be disputed then within Six Months after the Right thereto shall have been finally established by Law in favour of the Party claiming the same, the Company shall purchase or pay Compensation for the same, and shall also pay to such Party, or to any other Party who may establish a Right thereto, full Compensation for the mesne Profits or Interest which would have accrued to such Parties respectively in respect thereof during the Interval between the Entry of the Company thereon and the Time of the Payment of such Purchase Money or Compensation by the Company, so far as such mesne Profits or Interest may be recoverable in Law or Equity; and such Purchase Money or Compensation shall be agreed on or awarded and paid in like Manner as according to the Provisions of this Act the same respectively would have been agreed on or awarded and paid in case the Company had purchased such Estate, Right, Interest, or Charge before their entering upon such Lands, or as near thereto as Circumstances will admit.

CLXXVI. And be it enacted, That in estimating any Compensation to be given for any such last-mentioned Lands, or any Estate or Interest in the same, or for any mesne Profits thereon, the Jury shall assess the same at such Price as they shall find to be the Value of such Lands, Estate or Interest, and Profits, without regard to any Improvements or Works made in the said Lands by the Company, and as though the Railway had not been constructed.

How Value of such Lands to be estimated.

CLXXVII. And be it enacted, That, in addition to the said Purchase Money, Compensation, or Satisfaction, and before the Company shall become absolutely entitled to any such Estate, Interest, or Charge, or to have the same merged or extinguished for their Benefit, they shall, when the Right to any such Estate, Interest, or Charge shall be disputed, pay the full Costs and Expences of any Proceedings at Law or in Equity for the Recovery of the same to the Parties with whom any Litigation in respect thereof shall have taken place; and such Costs and Expences shall, in case the same shall be disputed, be settled by the proper Officer of the Court in which such Litigation took place.

Company to pay the Costs of Litigation as to such Lands.

CLXXVIII. And with respect to any Mines of Coal, Ironstone, Lime, Slate, or other Minerals under any Land purchased by the Company, be it enacted, That the Company shall not be entitled to any such Mines or Minerals, except only such Parts thereof as shall be necessary to be dug or carried away or used in the Construction of the Railway, unless the same shall have been expressly purchased; and all such Mines, excepting as aforesaid, shall be deemed to be excepted out of the Conveyance of such Lands, unless they shall have been expressly named therein, and be thereby conveyed.

Company not to be entitled to Minerals.

CLXXIX. And with respect to any such Lands which shall be so cut through and divided by the Railway or Works as to leave, either on both Sides or on one Side thereof, a less Quantity of Land than Half a Statute Acre, be it enacted, That if the Owner of any such

Power to Owners of intersected Lands to insist on Sale.

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Land,

Land, not being situate in a City or Town, or built upon, or laid out or planned for building upon, require the Company to purchase any such small Parcel of Land along with the other Land required for the Purposes of this Act, the Company shall purchase the same accordingly, unless the Owner thereof have other Land adjoining to that so left into which the same can be thrown; and if such Owner have any other Land so adjoining he may require the Company, at their own Expence, to throw the Piece of Land so left into such adjoining Land, by removing the Fences and levelling the Sites thereof, and by soiling the same in a sufficient and workman-like Manner.

Power of Company to insist on Purchase where Expence of Bridges, &c. exceeds the Value.

CLXXX. And be it enacted, That if any such Land shall be so cut through and divided as to leave on either Side of the Works a Piece of Land of less Extent than Half a Statute Acre, or of less Value than the Expence of making a Bridge, Culvert, or such other Communication between the Land so divided as the Company are under the Provisions of this Act compellable to make, and if the Owner of such Lands have not other Lands adjoining such Piece of Land, and require the Company to make such Communication, then the Company may require such Owner to sell to them such Piece of Land; and any Dispute as to the Value of such Piece of Land, or as to what would be the Expence of making such Communication, shall be ascertained by a Jury as herein provided for in Cases of disputed Compensation; and on the Occasion of ascertaining the Value of the Land required to be taken for the Purposes of the Railway or Works, the Jury shall, if required by either Party, ascertain by their Verdict the Value of any such severed Piece of Land, and also what would be the Expence of making such Communication.

Parties not to be required to sell Part of a House.

CLXXXI. And be it enacted, That no Party shall at any Time be required to sell or convey to the Company a Part only of any House or other Building or Manufactory, if such Party be willing to sell and convey the whole thereof.

Power to redeem Mortgages.

CLXXXII. And with respect to any such Lands which shall be subject to any Mortgage, be it enacted, That the Company may purchase or redeem the Interest of the Mortgagee of such Lands, and that whether they shall have previously purchased the Equity of Redemption of such Lands or not, and whether the Mortgagee thereof be entitled thereto in his own Right or in trust for any other Party, and whether he be in possession of such Lands by virtue of such Mortgage or not, and whether such Mortgage affect such Lands solely, or jointly with any other Lands not required for the Purposes of this Act, and in order thereto the Company may pay or tender to such Mortgagee the Principal and Interest due on such Mortgage, together with his Costs and Charges, if any, and also Six Months additional Interest, and thereupon such Mortgagee shall immediately convey his Interest in the Lands comprised in such Mortgage to the Company, or as they shall direct; or the Company may give Notice in Writing to such Mortgagee that they will pay off the Principal and Interest due on such Mortgage at the End of Six Months, computed from the Day of giving such Notice; and if they shall have given any such Notice, or

if the Party entitled to the Equity of Redemption of any such Lands shall have given Six Months Notice of his Intention to redeem the same, then at the Expiration of either of such Notices, or at any intermediate Period, upon Payment or Tender by the Company to the Mortgagee of the Principal Money due on such Mortgage, and the Interest which would become due at the End of Six Months from the Time of giving either of such Notices, together with his Costs and Expences, if any, such Mortgagee shall convey or release his Interest in the Lands comprised in such Mortgage to the Company, or as they shall direct.

CLXXXIII. And be it enacted, That if in either of the Cases aforesaid, upon such Payment or Tender, any Mortgagee shall fail to convey or release his Interest in such Mortgage as directed by the Company, or if he fail to adduce a good Title thereto to their Satisfaction, then it shall be lawful for the Company, at any Time after such Failure, to pay into the Bank of *England*, in the Manner provided by this Act in Cases of Money directed to be deposited in such Bank, the Principal and Interest, together with the Costs, if any, due on such Mortgage, and also, if such Payment be made before the Expiration of Six Months Notice as aforesaid, such further Interest as would at that Time become due; and thereupon, as well as upon such Conveyance by the Mortgagee, if any such be made, all the Estate and Interest of such Mortgagee, and of all Persons in trust for him, or for whom he may be a Trustee, in such Lands, shall vest in the Company, and they shall be deemed to be in the actual Possession thereof in case such Mortgagee were himself entitled to such Possession.

Deposit of
Mortgage
Money on
Failure to
convey.

CLXXXIV. And with respect to any such mortgaged Lands which shall be of less Value than the Principal, Interest, and Costs secured thereon, be it enacted, That the Value of such Lands, or the Compensation to be made by the Company in respect thereof, shall be settled by Agreement between the Mortgagee of such Lands and the Party entitled to the Equity of Redemption thereof on the one Part, and the Company on the other Part; and if the Parties aforesaid fail to agree respecting the Amount of such Value or Compensation, the same shall be determined as in other Cases of disputed Compensation; and the Amount of such Value or Compensation, being so agreed upon and determined, shall be paid by the Company to the Mortgagee in satisfaction for his Mortgage Debt, so far as the same will extend, and upon Payment or Tender thereof the Mortgagee shall convey or release all his Interest in such mortgaged Lands to the Company, or as they shall direct.

Sum to be
paid when
Mortgage
exceeds Va-
lue of Lands.

CLXXXV. And be it enacted, That if upon such Payment or Tender as aforesaid being made any such Mortgagee fail so to convey his Interest in such Mortgage, or to adduce a Title thereto to the Satisfaction of the Company, then they may pay the Amount of such Value or Compensation into the Bank of *England*, in the Manner provided by this Act in the Case of Monies required to be deposited in such Bank; and every such Payment or Deposit shall be accepted by the Mortgagee in satisfaction of his Mortgage Debt, so far as the same will extend, and shall be a full Discharge of such mortgaged Lands from

Deposit of
such Money
upon Failure
to convey.

from all Money due thereon, and thereupon such Lands, as to all such Estate and Interest as were then vested in the Mortgagee or any Person in trust for him, shall become absolutely vested in the Company, and they shall be deemed to be in the actual Possession thereof in case such Mortgagee were himself entitled to the Possession thereof; nevertheless all Rights and Remedies possessed by the Mortgagee against the Mortgagor, by virtue of any Bond or Covenant or other Obligation other than the Right to such Lands, shall remain in force in respect of so much of the Mortgage Debt as shall not have been satisfied by such Payment or Deposit.

Sum to be paid where Part only of mortgaged Lands taken.

CLXXXVI. And with respect to any such mortgaged Lands of which only a Part shall be required for the Purposes of this Act, be it enacted, That if the Part so required be of less Value than the Principal Money, Interest, and Costs secured on such Lands, and the Mortgagee shall not consider the remaining Part of such Lands a sufficient Security for the Money charged thereon, or be not willing to release the Part so required, then the Value of such Part, and also the Compensation (if any) to be paid in respect of the Severance thereof, or otherwise, shall be settled by Agreement between the Mortgagee and the Party entitled to the Equity of Redemption of such Land on the one Part, and the Company on the other; and if the Parties aforesaid fail to agree respecting the Amount of such Value or Compensation, the same shall be determined as in other Cases of disputed Compensation; and the Amount of such Value or Compensation, being so agreed upon or determined, shall be paid by the Company to such Mortgagee in satisfaction of his Mortgage Debt, so far as the same will extend, and thereupon such Mortgagee shall convey or release to them, or as they shall direct, all his Interest in such mortgaged Lands the Value whereof shall have been so paid; and a Memorandum of what shall have been so paid shall be endorsed on the Deed creating such Mortgage, and shall be signed by the Mortgagee, and a Copy of such Memorandum shall at the same Time (if required) be furnished by the Company, at their Expence, to the Party entitled to the Equity of Redemption of the Lands comprised in such Mortgage Deed.

Deposit of such Money upon Failure to convey.

CLXXXVII. And be it enacted, That if upon Payment or Tender to any such Mortgagee of the Amount of the Value or Compensation so agreed upon or determined such Mortgagee shall fail to convey or release to the Company, or as they shall direct, his Interest in the Lands in respect of which such Compensation shall so have been paid or tendered, or if he shall fail to adduce a good Title thereto to the Satisfaction of the Company, it shall be lawful for the Company to pay the Amount of such Value or Compensation into the Bank of *England*, in the Manner provided by this Act in the Case of Monies required to be deposited in such Bank; and such Payment or Deposit shall be accepted by such Mortgagee in satisfaction of his Mortgage Debt, so far as the same will extend, and shall be a full Discharge of the Portion of the mortgaged Lands so required from all Money due thereon, and thereupon such Lands shall become absolutely vested in the Company as to all such Estate and Interest as were then vested in the Mortgagee, or any Person in trust for him, and in case such

Mortgagee were himself entitled to such Possession they shall be deemed to be in the actual Possession thereof; nevertheless every such Mortgagee shall have the same Powers and Remedies for recovering or compelling Payment of the Mortgage Money, or the Residue thereof (as the Case may be), and the Interest thereof respectively, upon and out of the Residue of such mortgaged Lands, or the Portion thereof not required for the Purposes of this Act, as he would otherwise have had or been entitled to for recovering or compelling Payment thereof upon or out of the whole of the Lands originally comprised in such Mortgage.

CLXXXVIII. And with respect to any Lands which shall be of Copyhold or Customary Tenure, or of the Nature thereof, be it enacted, That every Conveyance of any such Lands to the Company shall be entered on the Rolls of the Manor of which the same shall be held or be Parcel, and on Payment to the Steward of such Manor of such Fees as would be due to him on the Surrender of the same Lands to the Use of a Purchaser thereof he shall make such Enrolment; and every such Conveyance, when so enrolled, shall have the like Effect in respect of such Copyhold or Customary Lands as if the same had been of Freehold Tenure; nevertheless, until such Lands shall have been enfranchised by virtue of the Powers herein-after contained, they shall continue subject to the same Fines, Rents, Heriots, and Services as were theretofore payable and of Right accustomed.

Conveyance
of Copyhold
Lands to be
enrolled.

CLXXXIX. And be it enacted, That before the Company shall make use of any such Copyhold or Customary Land for the Purposes of the Railway they shall procure the same to be enfranchised, and for that Purpose they shall, within Three Months after the Enrolment of the Conveyance thereof, apply to the Lord of the Manor whereof such Lands are held to enfranchise the same, and shall pay to him such Compensation in respect thereof as shall be agreed upon between the Company and the Lord of such Manor; and if the Parties fail to agree respecting the Amount of the Compensation to be paid for such Enfranchisement, the same shall be determined as in other Cases of disputed Compensation; and in estimating such Compensation the Loss in respect of the Fines, Heriots, and other Services payable on Death, Descent, or Alienation, which would be lost by the vesting of such Copyhold or Customary Lands in the Company, or by the Enfranchisement of the same, shall be allowed for.

Copyhold
Lands to be
enfranchised.

CXC. And be it enacted, That upon Payment or Tender of the Compensation so agreed upon or determined the Lord of the Manor whereof such Copyhold or Customary Lands shall be holden shall enfranchise such Lands, and the Lands so enfranchised shall for ever thereafter be held in Free and Common Soccage; and if upon such Payment or Tender to the Lord of the Manor as aforesaid he fail to enfranchise such Lands, or if he fail to produce a good Title to the Manor whereof such Lands shall be holden or Parcel, the Company shall pay the Amount of such Compensation into the Bank of *England* in manner required in other like Cases of Monies required to be deposited, and thereupon such Lands shall be deemed to be enfranchised.

Lord of the
Manor to
enfranchise
on Payment
of Compensation.

chised, and shall be for ever thereafter held in Free and Common Soccage.

Apportionment of Copyhold Rents.

CXCI. And be it enacted, That if any such Copyhold or Customary Lands be subject to any Customary or other Rent, and Part only of the Land subject to any such Rent be required to be taken for the Purposes of this Act, the Apportionment of such Rent may be settled by Agreement between the Owner of the Lands and the Lord of the Manor on the one Part, and the Company on the other Part; and if such Apportionment be not so settled by Agreement then the same shall be settled by Two Justices; and the Enfranchisement of any Copyhold or Customary Lands taken by virtue of this Act, or Apportionment of such Rents, shall not affect in other respects any Custom by or under which any such Copyhold or Customary Lands not taken for the Purposes of this Act shall be held; and if any of the Lands so required be released from any Portion of the Rents to which they were subject jointly with any other Lands, such last-mentioned Lands shall be charged with the Remainder only of such Rents; and with reference to any such apportioned Rents, the Lord of the Manor shall have all the same Rights and Remedies over the Lands to which such apportioned Rent shall have been assigned or attributed as he had previously over the whole of the Lands subject to such Rents for the whole of such Rents.

Compensation for Common Lands where held of a Manor to be paid to Lord of the Manor, and for other Rights to the Churchwardens.

CXCII. And with respect to any such Lands, being Common or Waste Lands, and being Parcel of or holden of any Manor, be it enacted, That the Compensation in respect of the Right of the Lord of the Manor whereof such Lands shall be holden or Parcel in the Soil of such Lands shall be paid to the Lord of the Manor, and the Compensation in respect of all other Commonable Rights in or over such Lands shall be paid to the Churchwardens of the Parish in which such Lands shall be situate, and shall be by them applied to such general or public Purposes within such Parish as a Vestry thereof, to be convened by such Churchwardens for that Purpose, shall direct; or if any such Lands be not situate in any Parish, then such Compensation shall be paid to the Overseers of the Poor acting for the District or Place where such Lands shall be situate, for the Benefit of the Poor of such District; and in regard to the Adjustment of such Compensation, such Churchwardens and Overseers respectively shall be dealt with by the Company in all respects as being the absolute Owners of all such Commonable Rights; and upon Payment or Tender to such Churchwardens or Overseers respectively, as the Case may be, of the Compensation which shall have been agreed upon or determined in respect of any such Commonable Rights, all such Commonable Rights shall cease and be extinguished.

Lord of the Manor to convey to the Company.

CXCIII. And be it enacted, That upon Payment or Tender to the Lord of the Manor of the Compensation which shall have been agreed upon or determined in respect of his Right in the Soil of any such Lands, such Lord of the Manor shall convey such Lands to the Company, and such Conveyance shall have the Effect of vesting such Lands in the Company in like Manner as if such Lord of the Manor had been seised in Fee Simple of such Lands at the Time of executing such

such Conveyance; and if upon such Payment or Tender to the Lord of the Manor as aforesaid such Lord of the Manor fail to convey such Lands, or if he fail to adduce a good Title to the Manor whereof such Lands shall be holden or Parcel, the Company shall pay the Amount of such Compensation into the Bank of *England* in manner required in other like Case of Monies required to be deposited in such Bank, and thereupon such Lands shall vest absolutely in the Company, and they shall be deemed to be in the Possession thereof.

CXCIV. And with respect to any such Lands being Common Lands, or in the Nature thereof, and not being Parcel or holden of any Manor, be it enacted, That the Compensation to be paid for such last-mentioned Lands shall be determined by Agreement between the Company and a Committee of the Parties entitled to Commonable Rights in such Lands, to be appointed as next herein-after mentioned.

Compensation for Common Lands where not held of a Manor.

CXCV. And be it enacted, That the Company shall convene a Meeting of the Parties entitled to commonable or other Rights over or in such Lands, to be held at some convenient Place in the Neighbourhood of the Lands, for the Purpose of their appointing a Committee to treat with the Company for the Compensation to be paid for the Extinction of such commonable or other Rights; and every such Meeting shall be called by public Advertisement, to be inserted twice at least in some Newspaper circulating in the County in which such Lands shall be situate, not more than Fourteen nor less than Seven Days prior to any such Meeting; and the Meeting so called may appoint a Committee, not exceeding Five in Number, of the Parties entitled to any such Rights; and at such Meeting the Decision of the Majority present shall bind the Minority and all absent Parties, but such Meeting shall not be effectual for the Purpose unless Five at least of the Parties entitled attend the same.

A Committee of the Parties interested to be appointed in public Meeting.

CXCVI. And be it enacted, That it shall be lawful for the Committee so chosen to enter into an Agreement with the Company for the Compensation to be paid for the Extinction of such commonable and other Rights, and all Matters relating thereto, for and on behalf of themselves and all other Parties interested therein, and all such Parties shall be bound by such Agreement; and it shall be lawful for such Committee to execute any Assurances for the Purpose of conveying the Lands in respect of which such Compensation shall be paid, and the Receipt of such Committee, or of any Three of them, for such Compensation shall be an effectual Discharge for the same; and such Compensation, when received, shall be apportioned by the Committee among the several Persons interested therein according to their respective Interests, but the Company shall not be bound to see to the Apportionment or to the Application of such Compensation, nor shall they be liable for the Misapplication or Nonapplication thereof.

Committee to agree with the Company, and convey to them.

CXCVII. And be it enacted, That if upon being duly convened by the Company no effectual Meeting of the Parties entitled to such commonable or other Rights shall take place, or if taking place such Meeting fail to appoint such Committee, or if such Committee being appointed

Provision in default of Agreement.

appointed fail to agree with the Company, the Amount of such Compensation shall be determined as in other Cases of disputed Compensation; and in any such Case the Notices required to be given for that Purpose may be served upon any Three of the Parties entitled to such commonable or other Rights, or, if no such Three Parties can be found, upon any Occupier of the Lands over which such Rights extend, or if the same be unoccupied then it shall be sufficient if such Notice, being painted on a Board, be affixed upon some conspicuous Part of such Land.

Upon Payment of Compensation payable to Commoners the Lands to vest.

CXCVIII. And be it enacted, That upon Payment or Tender to such Committee or any Three of them, or if there shall be no such Committee then upon Payment into the Bank of *England* in the Manner required by this Act in the like Cases of Monies required to be deposited in such Bank, of the Compensation which shall have been agreed upon or determined in respect of such commonable or other Rights, all such commonable and other Rights shall cease and determine, and the Company shall be deemed to be in possession of such Lands, and to be absolutely entitled thereto, freed and discharged from all such commonable or other Rights.

Release of Lands from Rent-charges.

CXCIX. And with respect to any such Lands which shall be charged with any Rent Service, Rent-charge, or chief or other Rent, or other Payment or Incumbrance, be it enacted, That if any Difference shall arise between the Company and the Party entitled to any such Charge respecting the Consideration to be paid for the Release of such Lands therefrom, or from the Portion thereof affecting the Lands required for the Purposes of this Act, the same shall be determined as in other Cases of disputed Compensation.

Release of Part of Lands from Charge.

CC. And be it enacted, That if Part only of the Lands charged with any such Rent Service, Rent-charge, chief or other Rent, Payment, or Incumbrance, be required to be taken for the Purposes of this Act, the Apportionment of any such Charge may be settled by Agreement between the Party entitled to such Charge and the Owner of the Lands on the one Part, and the Company on the other Part; and if such Apportionment be not so settled by Agreement the same shall be settled by Two Justices; but if the remaining Part of the Lands so jointly subject be a sufficient Security for such Charge, then, with Consent of the Owner of the Lands so jointly subject (such Owner not being under legal Disability or Incapacity), the Party entitled to such Charge may release therefrom the Lands required, on condition, or in consideration of such other Lands remaining exclusively subject to the whole thereof.

Deposit in case of Refusal to release.

CCI. And be it enacted, That upon Payment or Tender of the Compensation so agreed upon or determined to the Party entitled to any such Charge as aforesaid such Party shall execute to the Company a Release of such Charge; and if he fail so to do, or if he fail to adduce a good Title to such Charge to the Satisfaction of the Company, they shall pay the Amount of such Compensation into the Bank of *England*, in the Manner provided by this Act in the like Cases of Monies required to be deposited in such Bank; and thereupon

upon the Rent Service, Rent-charge, chief or other Rent, Payment, or Incumbrance, or the Portion thereof in respect whereof such Compensation shall so have been paid, shall cease and be extinguished.

CCII. And be it enacted, That if any such Lands be so released from any such Charge or Incumbrance, or Portion thereof, to which they were subject jointly with other Lands, such last-mentioned Lands shall alone be charged with the whole of such Charge, or with the Remainder thereof, as the Case may be, and the Party entitled to the Charge shall have all the same Rights and Remedies over such last-mentioned Lands for the whole or for the Remainder of the Charge, as the Case may be, as he had previously over the whole of the Lands subject to such Charge; and if upon any such Charge or Portion of Charge being so released the Deed or Instrument creating or transferring such Charge be tendered to the Company for the Purpose, they shall affix their Common Seal to a Memorandum of such Release endorsed on such Deed or Instrument, declaring what Part of the Lands originally subject to such Charge shall have been purchased by virtue of this Act, and, if the Lands be released from Part of such Charge, what Proportion of such Charge shall have been released, and how much thereof continues payable, or if the Lands so required shall have been released from the whole of such Charge, then that the remaining Lands are thenceforward to remain exclusively charged therewith; and such Memorandum shall be made and executed at the Expence of the Company, and shall be Evidence in all Courts and elsewhere of the Facts therein stated, but not so as to exclude any other Evidence of the same Facts.

Charge to continue on Lands not taken.

CCIII. And with respect to any such Lands which shall be comprised in a Lease for a Term of Years unexpired, Part only of which Lands shall be required for the Purposes of this Act, be it enacted, That the Rent payable in respect of the Lands comprised in such Lease shall be apportioned between the Lands so required and the Residue of such Lands; and such Apportionment may be settled by Agreement between the Lessor and Lessee of such Lands on the one Part, and the Company on the other Part; and if such Apportionment be not so settled by Agreement between the Parties such Apportionment shall be settled by Two Justices; and after such Apportionment the Lessee of such Lands shall, as to all future accruing Rent, be liable only to so much of the Rent as shall be so apportioned in respect of the Lands not required for the Purposes of this Act; and the Lessor shall have all the same Rights and Remedies for the Recovery of such Rent as previously to such Apportionment he had for the Recovery of the whole Rent reserved by such Lease; and all the Covenants, Conditions, and Agreements of such Lease, except as to the Amount of Rent to be paid, shall remain in force with regard to that Part of the Land which shall not be required for the Purposes of this Act in the same Manner as they would have done in case such Part of the Land had been included in the Lease.

Where Part only of Lands under Lease taken, the Rent to be apportioned.

CCIV. And be it enacted, That every such Lessee as last aforesaid shall be entitled to receive from the Company Compensation for the Damage done to him in his Tenancy by reason of the Severance of

Lessees to be compensated.

the Lands required from those not required, or otherwise by reason of the Execution of any such Works.

Tenants at Will, or from Year to Year, to cede Possession on Six Months Notice.

CCV. And with respect to any Lands which shall be in the Possession of any Person having no greater Interest therein than as Tenant at Will, or Lessee for a Year or from Year to Year, be it enacted, That at the Expiration of Six Months after receiving Notice to that Effect from the Company, or at any other Time, when required, after the Expiration of such Period, all such Persons shall respectively deliver up to the Company, or to the Person appointed by them to take possession thereof, any such Lands in their Possession required for the Purposes of this Act; and any such Notice shall be effectual, whether it be given with reference to the Time of the Commencement of such Tenant's holding or not, and whether such Notice be given before or after the Purchase of such Lands by the Company.

Compensation to such Tenants.

CCVI. Provided always, and be it enacted, That if any such Person as last aforesaid be required to give up Possession of any Lands so occupied by him before the Expiration of his Term or Interest therein, he shall be entitled to Compensation for the Value of his unexpired Term or Interest in such Lands, or, if a Part only of such Lands be required, Compensation for the Damage done to him in his Tenancy by the Severance of the Lands required from those not required; and the Amount of such Compensation shall be determined by Two Justices in case the Parties differ about the same.

On Refusal, Sheriff to give Possession.

CCVII. And be it enacted, That if any such Person refuse to give up such Possession it shall be lawful for the Company, after making Payment or Tender of such Compensation as herein-before mentioned, but not otherwise, to issue their Precept under their Common Seal to the Sheriff, to deliver up Possession of such Lands to the Person in such Precept nominated to receive the same, and upon the Receipt of such Precept the Sheriff shall deliver Possession of such Lands in obedience thereto; and the Party so refusing to give up Possession shall pay the Costs incurred in the issuing or Execution of such Precept, to be settled by the Sheriff; and if on Demand he fail to pay the same, they shall be levied by Distress, and the Sheriff shall issue his Warrant accordingly.

Production of Leases.

CCVIII. And be it enacted, That if any Party claim Compensation in respect of any unexpired Term or Interest under any Lease or Grant of any such Lands, the Company may require such Party to produce the Lease or Grant in respect of which such Claim shall be made, or the best Evidence thereof in his Power; and if, after Demand made in Writing by the Company, such Lease or Grant, or the best Evidence thereof, be not produced within Fourteen Days the Party so claiming Compensation shall be considered as a Tenant holding only from Year to Year, and be entitled to Compensation accordingly.

Compulsory Purchase

CCIX. And be it enacted, That the Powers of the Company for the compulsory Purchase or taking of Lands for the Purposes of this

this Act shall not be exercised after the Expiration of Three Years from the passing thereof.

limited for Three Years.

CCX. And be it enacted, That before any of such Powers shall be put in force the whole of the said Capital of One hundred and fifty thousand Pounds shall be subscribed under Contract binding the Parties thereto, their Heirs, Executors, and Administrators, for the Payment of the several Sums by them respectively subscribed; and a Certificate under the Hands of Two Justices, certifying that the whole of the said Sum has been subscribed, shall be sufficient Evidence thereof; and on the Application of the Company, and the Production of such Evidence as such Justices shall think proper and sufficient, such Justices shall grant such Certificate accordingly.

Capital to be subscribed before Powers for Purchase of Land exercised.

CCXI. And for the Purpose of making Provision respecting the Sale of Lands acquired by the Company under the Provisions of this Act, but which shall not be required for the Purposes thereof, be it enacted, That the Company shall sell all such superfluous Lands in such Manner as they may deem most advantageous, and convey the same to the Purchasers thereof by Deed under the Common Seal of the Company, and a Receipt under such Common Seal shall be a sufficient Discharge to the Purchaser of any such Lands for the Purchase Money in such Receipt expressed to be received; and such Sales and Conveyances shall take place within Ten Years after the passing of this Act.

Lands not wanted to be sold.

CCXII. And be it enacted, That if the Company do not sell such superfluous Lands within the Period aforesaid, then such Lands remaining unsold at the Expiration of such Period shall thereupon vest in and become the Property of the Owners of the Lands adjoining thereto, in proportion to the Extent of their Lands respectively adjoining the same.

Lands not so sold to vest in Owners of adjoining Lands.

CCXIII. Provided always, and be it enacted, That before the Company dispose of any such superfluous Lands they shall first offer to sell the same to the Person then entitled to the Lands (if any) from which the same were originally severed; or if such Person refuse to purchase the same, or cannot be found, then the like Offer shall be made to the Person or to the several Persons whose Lands shall immediately adjoin the Lands so proposed to be sold, such Persons being capable of entering into a Contract for the Purchase of such Lands; and where more than One such Person shall be entitled to such Right of Pre-emption, such Offer shall be made to such Persons in succession one after another in such Order as the Company shall think fit.

Lands to be offered to original or adjoining Owners

CCXIV. And be it enacted, That if such respective Persons be desirous of purchasing such Land, then within Sixty Days after such Offer of Sale they shall signify their Desire in that Behalf to the Company, or if they decline such Offer, or if for Sixty Days they neglect to signify their Desire to purchase such Lands, the Right of Pre-emption of every such Person so declining or neglecting in respect of the Lands included in such Offer shall cease; and thereupon a Declaration

Right of Pre-emption to be claimed within Sixty Days.

Declaration in Writing made before a Justice by some Person not interested in the Matter in question, stating that the Person or all the Persons entitled to the Right of Pre-emption were out of the Country, or could not be found, or were not capable of entering into a Contract for the Purchase of such Lands, or that such Offer was made and was refused, or not accepted within Sixty Days from the Time of making the same, shall in all Courts whatsoever be sufficient Evidence of the Facts therein stated.

Proviso as to Sale of Houses and Lands within a Town.

CCXV. Provided always, and be it enacted, That in any Case in which the Company shall have purchased or acquired any House or Land within any Town it shall be lawful for the Company absolutely to sell and dispose of all or any Part of such House or Land to such Person and in such Manner as the Company shall think proper, without being required previously to offer to sell the same to the Persons whose Lands adjoin thereto.

Differences as to Price to be settled as in other Cases.

CCXVI. And be it enacted, That if any Person entitled to such Pre-emption be desirous of purchasing any such Lands, and such Person and the Company do not agree as to the Price thereof, then such Price shall be ascertained as in other Cases of disputed Compensation, and upon Payment or Tender to the Company of the Purchase Money so agreed upon or determined they shall convey such Lands to the Party so entitled to purchase the same; and every such Conveyance shall be effectual for vesting the Lands comprised therein in the Purchaser thereof for the Estate which shall so have been purchased by him; and the Money produced by the Sale of such Lands shall be applied by the Company for the Purposes of the Works.

Effect of the Word "grant" in Conveyances.

CCXVII. And be it enacted, That in every Conveyance of Lands to be made by the Company under this Act the Word "grant" shall operate as express Covenants by the Company, for themselves and their Successors, with the respective Grantees therein named, and the Successors, Heirs, Executors, Administrators, and Assigns of such Grantees, according to the Quality or Nature of such Grants, and of the Estate or Interest therein expressed to be thereby conveyed, as follows, except so far as the same shall be restrained or limited by express Words contained in any such Conveyance; (that is to say,)

A Covenant that, notwithstanding any Act or Default done by the Company, they were at the Time of the Execution of such Conveyance seised or possessed of the Lands or Premises thereby granted for an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances done or occasioned by them, or otherwise for such Estate or Interest as therein expressed to be thereby granted, free from Incumbrances done or occasioned by them:

A Covenant that the Grantee of such Lands, his Heirs, Successors, Executors, Administrators, and Assigns, (as the Case may be,) shall quietly enjoy the same against the Company and their Successors, and all other Persons claiming under them, and be indemnified and saved harmless by the Company and their Successors from all Incumbrances created by the Company:

A Covenant

A Covenant for further Assurance of such Lands, at the Expence of such Grantee, his Heirs, Successors, Executors, Administrators, or Assigns, (as the Case may be,) by the Company or their Successors, and all other Persons claiming under them :

And all such Grantees, and their several Successors, Heirs, Executors, Administrators, and Assigns respectively, according to their respective Quality or Nature, and the Estate or Interest in such Conveyance expressed to be conveyed, may in all Actions brought by them assign Breaches of Covenants as they might do if such Covenants were expressly inserted in such Conveyances.

CCXVIII. And be it enacted, That for any of the following Purposes it shall be lawful for the Company, in addition to the Lands authorized to be compulsorily taken by them as aforesaid, to contract with any Party willing to sell the same for the Purchase of any Land adjoining or near to the Railway, not exceeding in the whole Fifty Acres ; (that is to say,)

Power to purchase Lands required for additional Stations, &c.

For the Purpose of making and providing additional Stations, Yards, Wharfs, and Places for the Accommodation of Passengers, and for receiving, depositing, and loading or unloading Goods or Cattle to be conveyed upon the Railway, and for the Erection of Weighing Machines, Toll Houses, Offices, Warehouses, and other Buildings and Conveniences :

For the Purpose of making convenient Roads or Ways to the Railway, or any other Purpose which may be requisite or convenient for the Formation or Use of the Railway :

And it shall be lawful for all Parties who, under the Provisions hereinbefore contained, would be enabled to sell and convey Lands required for the Railway to sell and convey Lands required for any such additional Purposes as aforesaid.

CCXIX. And be it enacted, That it shall be lawful for the Company to sell the additional Lands which they at any Time shall have so acquired, or any Part thereof, in such Manner, and for such Considerations, and to such Persons, as the Company may think fit, and again to purchase other Lands for the like Purposes, and afterwards to sell the same, and so from Time to Time, but the total Quantity of Land to be held at any one Time by the Company for the Purposes aforesaid shall not exceed Fifty Acres.

Authority to Company to sell such Lands and purchase others.

CCXX. And be it enacted, That the Company shall not, by virtue of the Power to purchase Land for additional Purposes, purchase more than Fifty Acres from any Party under legal Disability, or who would not be able to sell and convey such Lands except under the Powers of this Act ; and if the Company purchase the said Quantity of Land from any Party under such legal Disability, and afterwards sell the whole or any Part of the Land so purchased, it shall not be lawful for any Party, being under legal Disability, to sell to the Company any other Lands in lieu of the Land so sold or disposed of by the Company.

Restraint on Purchase from incapacitated Persons.

CCXXI. And be it enacted, That the Railway hereby authorized to be made shall commence by a Junction with the Main Line of the [Local.]

Line of the Railway.

Manchester and Leeds Railway in the Township of *Newton* in the Parish of *Manchester* in the County Palatine of *Lancaster*, at or near the Place where the same Railway crosses *Lamb Lane* in the said Township, and shall pass through the following Places or some of them; (that is to say,) *Manchester, Newton, Culcheth, Clayton, Droylsden, Failsworth, Ashton, Ashton-under-Lyne, Audenshaw, Ashton Town, Hartshead*, and *Staley Bridge* otherwise *Staly Bridge*, or some or one of them, all in the said County Palatine of *Lancaster*, and shall terminate in a Pasture Field in the Division of *Hartshead* in the Parish of *Ashton-under-Lyne* in the said County of *Lancaster*, belonging or reputed to belong to the Earl of *Stamford* and *Warrington*, and in the Occupation of *John Ogden*.

Company empowered to make the Railway according to deposited Plan.

CCXXII. And be it enacted, That, subject to the Provisions and Restrictions in this Act contained, it shall be lawful for the Company to make and maintain the said Railway and Works in the Line and upon the Lands delineated and described on the Plans and in the Books of Reference herein-after mentioned, and for that Purpose to enter upon, take, and use such of the Lands so delineated and described as shall be necessary for making and constructing the said Railway and Works.

Deposited Plans and Books of Reference to be open for Inspection.

CCXXIII. And whereas Plans and Sections of the Railway showing the Line and Levels thereof, and also Books of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers, of the Lands through which the same is intended to pass, have been deposited with the Clerk of the Peace of the County Palatine of *Lancaster*; be it enacted, That all Persons interested may at all seasonable Times inspect such Plans, Sections, and Books of Reference, and may require to be furnished by such Clerk of the Peace with Extracts therefrom or Copies thereof; and such Clerk of the Peace shall give Access to such Documents, and, if required, furnish Copies thereof or Extracts therefrom, and certify the same to be true Copies or Extracts, and in respect thereof he shall be entitled to One Shilling for every Inspection of such Document, and One Shilling for every Hour such Inspection shall continue beyond the first Hour, and Sixpence for every One hundred Words copied or extracted therefrom; and if such Clerk of the Peace shall fail to comply with any of the Provisions aforesaid he shall forfeit for every such Offence a Sum not exceeding Five Pounds.

Errors and Omissions to be corrected.

CCXXIV. And for the Purpose of making Provision for correcting any Omission, Mis-statement, or erroneous Description of any Lands, or of the Owners, Lessees, or Occupiers of any Lands, described on the said Plans, or in the said Books of Reference, or the Schedule (K.) hereto, be it enacted, That the Correction of any such Matter may be referred by the Company to the Determination of Two Justices; and if it shall appear to such Justices that such Omission, Mis-statement, or erroneous Description arose from Mistake, they shall certify the same accordingly; and they shall in such Certificate state the Particulars of any such Omission, and in what respect any such Matter shall have been mis-stated or erroneously described; and such Certificate shall be deposited with the Clerk of the Peace of the said County; and

and Copies or Extracts thereof with the Clerks of the several Parishes in which the Lands affected thereby shall be situate; and such Certificate, and such Extracts or Copies respectively, shall be kept by such Clerk of the Peace and Clerks of the Parishes respectively along with the Documents to which they relate; and thereupon such Document, or the Schedule (K.) to this Act, shall be deemed to be corrected according to such Certificate, and it shall be lawful for the Company to make the Railway in accordance with such Certificate.

CCXXV. And be it enacted, That Copies of such Plans and Books of Reference or of any Correction thereof, or Extracts therefrom, certified by such Clerk of the Peace, shall be received in all Courts of Justice or elsewhere as Evidence of the Contents thereof.

Copies of
Plans &c. to
be Evidence.

CCXXVI. And be it enacted, That the Company in making the Railway shall have Power to deviate from the Line delineated on the Plan so deposited, provided that no such Deviation shall extend to a greater Distance than the Limits of Deviation delineated upon the said Plans, nor to any greater Extent than One hundred Yards, or in passing through any Town than Ten Yards from the said Line; nor shall such Deviation extend into the Lands or Property of any Person whose Name is not mentioned in the said Book of Reference, without the previous Consent in Writing of such Person, unless the Name of such Person shall have been omitted by Mistake, and the Fact that such Omission proceeded from Mistake shall have been certified in manner herein-before provided for in Cases of unintentional Errors in the said Books of Reference.

Company
empowered
to deviate
from Plan
to an Extent
not exceed-
ing One
hundred
Yards.

CCXXVII. And be it enacted, That in making the said Railway it shall not be lawful for the said Company to deviate from the Levels of the said Railway as referred to the common Datum Line described on the Sections so deposited as aforesaid, and as 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 Sections, 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 on an Arch or Arches, as marked on the said Plans or Sections, the same shall be made accordingly; and where a Tunnel is marked on the said Plans or Sections 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

Limiting De-
viations from
Datum Line
described in
the Section,
&c.

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 Plans or Sections, 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 affixed upon the Church Door of the Parish in which such Deviation or Alteration is intended to be made, or, if there be no Church, some other Place to which Notices are usually affixed: And provided also, that for the Purpose 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 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.

CCXXVIII. And be it enacted, That it shall not be lawful to diminish the Radius of any Curve as described on the Plans deposited with the said Clerk 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 Plans.

Houses and
inclosed
Grounds not
to be taken
unless spe-
cified in the
Schedule.

CCXXIX. And be it enacted, That the Company shall not take or injure any Property of the following Kinds, except such as shall be specified in the Schedule (K.) to this Act, without the Consent in Writing of the Owners and Occupiers thereof, unless the Omission in such Schedule be certified, according to the Provisions herein-before contained, to have proceeded from Mistake; (that is to say,) any House or Building erected on or before the Thirtieth Day of *November* One thousand eight hundred and forty-three, or any Ground on or before that Day inclosed or set apart and used as a Garden, Orchard, Nursery Ground, Yard, Paddock, Plantation, planted Walk or Avenue to a House.

Works to be
executed.

CCXXX. And be it enacted, That, subject to the Provisions and Restrictions contained in this Act, it shall be lawful for the Company, for the Purpose of constructing the Railway, to execute any of the following Works; (that is to say,)

They may make or construct, in, upon, across, under, or over any Lands, Streets, Hills, Valleys, Roads, Railroads, or Tramroads, Rivers, Canals, Brooks, Streams, or other Waters, described in the said Plans or mentioned in the said Books of Reference, or any Correction thereof, such temporary or permanent Inclined
Planes,

Plaues, Tunnels, Embankments, Aqueducts, Bridges, Roads, Ways, Passages, Conduits, Drains, Piers, Arches, Cuttings, and Fences, as they think proper;

They may alter the Course of any Rivers not navigable, Canals, Brooks, Streams, or Watercourses, and of any Branches of navigable Rivers, such Branches not being themselves navigable, if necessary for constructing and maintaining Tunnels, Bridges, Passages, or other Works over or under the same, and divert or alter, as well temporarily as permanently, the Course of any such Rivers or Streams of Water, Roads, Streets, or Ways, or raise or sink the Level of any such Rivers or Streams, Roads, Streets, or Ways, in order the more conveniently to carry the same over or under or by the Side of the Railway, as they may think proper;

They may make Drains or Conduits into, through, or under any Lands adjoining the Railway, for the Purpose of conveying Water from or to the Railway;

They may erect and construct such Houses, Warehouses, Offices, and other Buildings, Yards, Stations, Wharfs, Engines, Machinery, Apparatus, and other Works and Conveniences, as they think proper:

They may from Time to Time alter, repair, or discontinue the before-mentioned Works or any of them, and substitute others in their Stead; and

They may do all other Acts necessary for making, maintaining, altering, or repairing and using the Railway.

CCXXXI. And be it enacted, That in the Exercise of the Powers hereby granted the Company shall do as little Damage as can be, and shall make full Satisfaction, in manner herein provided, to all Parties interested, for all Damages by them sustained by reason of the Exercise of such Powers. Proviso as to Damages.

CCXXXII. And be it enacted, That the Land to be taken for the Line of the Railway shall not exceed the Breadth of Twenty-two Yards, without the Consent in Writing of the Owners and Occupiers of such Land, except in the following Cases; (that is to say,) Breadth of Land for the Railway.

Except at or near either of the Terminations of the Railway:

Except on Commons, Downs, Moors, or uninclosed or waste Grounds:

And except where a greater Breadth shall be required for the following Purposes; (that is to say,)

For Carriages to wait, load or unload, and to turn or pass each other;

For raising Embankments or Viaducts for crossing Valleys or low Grounds;

For Cuttings or Side Cuttings;

For the Erection and Establishment of any fixed or permanent Machinery, Toll Houses, Warehouses, Depôts, Stations, Wharfs, Erections, Buildings, and other Works necessary for the Formation, Maintenance, and Use of the said Railway;

For the Purpose of any Side Road for agricultural or general Purposes:

[Local.]

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And

And in any of the Cases aforesaid it shall be lawful for the Company to take and use a greater Breadth of Land than Twenty-two Yards; but in no Case shall the Breadth of Land so taken exceed One hundred Yards, except for Cuttings and Embankments, or any Depôt or Station connected with the Railway.

Prescribing
Mode in
which the
Railway
shall be con-
structed at
Staly Bridge.

CCXXXIII. And whereas it is proposed that the Railway by this Act authorized to be made shall terminate in a Field in the Division of *Hartshead* in the Parish of *Ashton-under-Lyne*, numbered 15 in the Plans of such Railway deposited with the Clerk of the Peace for the County of *Lancaster* as aforesaid; and it is also proposed that a Branch Railway, intended to be made from the *Sheffield, Ashton-under-Lyne, and Manchester* Railway, shall terminate in the same Field (and which Field, in the Plans of the said Branch Railway deposited with the said Clerk of the Peace is numbered 12), and the Lines of the said Railways near to their Terminations, and for a considerable Distance Westwards thereof, are laid down upon the Plans of the said respective Railways so as to run nearly parallel with and to approach close to each other; and each of the Companies proposing to make the said Railways have applied to Parliament for Power to purchase or hold the same Land lying at and near to and approaching the Terminations of such Railways: And whereas it is expedient that Provision should be made for fixing upon certain Limits within which the respective Lines and Levels of such Railways shall be constructed, and for effecting a Division and Appropriation of the Land required by the said Companies, so as to enable each of them to purchase and hold or use so much Land as may be necessary for constructing their respective Railways; be it therefore enacted, in order the better to effect such Objects, That the Railway hereby authorized to be made shall for a Distance of Eight Chains in Length (measuring Westwards from the Point of its Termination at *Staly Bridge* as shown on the Plans of such Railway deposited with the said Clerk of the Peace) be so constructed that all the Lines of Rails of such Railway shall be placed wholly on the North Side of a straight Line to be drawn from a Point to be fixed (at the said Distance of Eight Chains) in the centre Line of such Railway as shown on the said Plans towards another Point to be fixed at a Distance of Twenty Feet to the North of the said Point of Termination of such centre Line (which Line so to be drawn shall within the said Distance of Eight Chains be considered as the Southern Boundary Line of such Railway), and that for the whole of such Distance of Eight Chains the Company hereby incorporated shall have Power to purchase and hold any Land lying on the North Side of such Line to be so drawn, which under the general Provisions of this Act they are enabled to purchase and hold for the Purposes thereof, notwithstanding the same Land may have been previously purchased or held by or on behalf of any other Railway Company or Person, or for any other Purposes.

Railway to
be construct-
ed on a
Level, so as
to unite with
the Ashton

CCXXXIV. And be it enacted, That for the whole of the said Distance of Eight Chains the Railway hereby authorized shall be made and formed at a Height of Three hundred and seventy-six Feet Six Inches above the Datum Line shown on the Section deposited with such Plan; and further, that within the said Distance of Eight

Eight Chains the Rails, Sidings, Turntables, Openings, and other Works of such Railway shall be so formed and placed as to admit of such Railway being conveniently united with the said Branch of the *Sheffield, Ashton-under-Lyne, and Manchester* Railway.

Branch of the Sheffield, &c. Railway.

CCXXXV. And be it enacted, in order the better to carry into effect the Objects aforesaid, That the Railway hereby authorized shall, for a further Distance in Length of Eight Chains (beyond the first-mentioned Distance of Eight Chains measuring Westwards), be so constructed that the Rails of such Railway shall not be laid down further on the South Side of the said centre Line (shown on the said deposited Plans of the *Ashton, Staly Bridge, and Liverpool Junction* Railway, as aforesaid,) than Twenty Feet, and so that for a further Distance of Thirty-four Chains Westwards the Rails of such Railway shall not be laid down further on the South Side of the said centre Line than Forty-feet, and so that for a further Distance of Five Chains in Length, measuring Westwards, the Rails of such Railway shall not be laid down further on the South Side of such centre Line than Sixty-six Feet.

Prescribing Limits within which Railway shall be constructed near to Staly Bridge.

CCXXXVI. And be it enacted, That the Company hereby incorporated shall have such Power to purchase and hold Land as under the general Provisions of this Act they are enabled to purchase and hold for the Purpose of making the said last-mentioned Portions of the Railway hereby authorized to be made (within the Limits herein-before mentioned), with the necessary Slopes, Cuttings, Embankments, and other Works incident and proper for the same, notwithstanding the same Land may have been previously purchased or held by or on behalf of any other Railway Company or Person, or for any other Purposes.

Power to hold Land for that Purpose.

CCXXXVII. And be it enacted, That for the Purpose of carrying into effect the Objects aforesaid the said Branch of the *Sheffield, Ashton-under-Lyne, and Manchester* Railway shall, for a Distance of Eight Chains in Length, measuring Westwards from its Termination at *Staly Bridge*, be constructed wholly on the South Side of the said Line to be drawn as aforesaid, and which is intended to be a Boundary Line as aforesaid, and that the Company making such Branch Railway shall not be entitled to purchase or to hold (except for the Purposes herein-after specified) or use any Land on the Northern Side of such Boundary Line.

Prescribing Limits within which the Ashton Branch of the Sheffield, &c. Railway shall be constructed at Staly Bridge.

CCXXXVIII. And be it enacted, That for the whole of the same Distance of Eight Chains the said Branch Railway shall be constructed upon a horizontal Plane at the Height of Three hundred and Twenty-six Feet Six Inches above the Datum Line shown in the Section deposited with the said Plans of the said *Ashton, Staly Bridge, and Liverpool Junction* Railway; and further, that within the same Distance of Eight Chains the Rails, Sidings, Turntables, Openings, and other Works of such Branch Railway shall be so formed and placed as to admit of such Branch Railway being conveniently united with the said *Ashton, Staly Bridge, and Liverpool Junction* Railway.

Ashton Branch of Sheffield, Ashton-under-Lyne, and Manchester Railway to be constructed on a Level, so as conveniently to unite with this Railway.

CCXXXIX. And

Ashton Branch of Sheffield, Ashton-under-Lyne and Manchester Railway not to obstruct the making of this Railway.

Land purchased by one Company may be used by the other for the Purpose of forming Embankments, &c.

As to the

As to the

Compensation to be made and Notice given as to such Lands.

As to the

CCXXXIX. And be it enacted, That for any further Distance Westwards from the said Termination at *Staly Bridge* beyond the said Eight Chains the said Branch Railway shall not be constructed in any Line, Direction, or in any Mode which may prevent or obstruct the making of the *Ashton, Staly Bridge, and Liverpool Junction* Railway within the Limits and subject to the Restrictions herein-before prescribed, nor shall the *Sheffield, Ashton-under-Lyne, and Manchester* Railway Company purchase or hold any Land which shall cause any such Prevention or Obstruction.

CCXL. Provided always, and be it enacted, That if, within the Distance of Fifty-five Chains, measuring Westwards from the Termination of either of the said Railways, any Land may have been purchased or shall be purchased, either by the *Ashton, Staly Bridge, and Liverpool Junction* Railway Company, or by the *Sheffield, Ashton-under-Lyne, and Manchester* Railway Company, and the other of such Companies shall be desirous of placing on any Part of the Land so purchased any Earth, Soil, or other Materials for the Purpose of making Embankments, or Portions of Embankment, Slopes, or other Works to support the Railway then in the Course of Formation by them respectively, or in case, within the said Distance of Fifty-five Chains, any Land shall be purchased or shall have been purchased by either of such Companies, and the other of such Companies shall be desirous of making any Cuttings and Excavations, and removing any Earth, Soil, or other Materials therefrom, for the Purpose of constructing the Railway then in the Course of Formation by them respectively, then and in any of such Cases the Company requiring to make any such Embankments, Cuttings, Slopes, or other Works shall be at liberty to make the same upon and use so much of the Land of the other Company as may be necessary for such Purpose: Provided nevertheless, that no such Embankments, Cuttings, Slopes, or other Works shall be made by either of the said Companies in such a Manner as to prevent or obstruct the other of such Companies from or in making the Railway by them authorized to be made within the Limits herein-before prescribed, nor to cause any permanent Damage to the Works of such last-mentioned Company, nor to cause any temporary Damage thereto to any greater Extent or for any greater Length of Time than may be absolutely necessary.

CCXLI. And be it enacted, That full Compensation for all Damage, Loss, or Injury caused by the making of any such Embankments, Slopes, Cuttings, or other Works shall be made by the Company by whom such Loss, Damage, or Injury shall have been committed, and shall be paid to the Company by whom such Loss, Damage, or Injury shall have been sustained; and the Amount of such Compensation, in case of Difference, shall be settled by a Jury, to be summoned in the usual Manner authorized by this Act for summoning and assessing Compensation: Provided always, that neither of the said Companies shall have any Power to enter upon the Land of the other of such Companies without giving One Week's Notice in Writing of their Intention so to do, and stating in such Notice the Quantity of Land to be entered upon, and the particular Purpose for which the same shall be required.

CCXLII. Provided always, and be it enacted, That nothing herein contained shall prevent the said *Sheffield, Ashton-under-Lyne, and Manchester* Railway Company and the Company hereby incorporated from entering into any Agreement or Arrangement with each other with regard to the making of the said Railways herein-before mentioned, or the Apportionment or Purchase or Use of the said Land required for that Purpose, which they may think proper.

The Two Companies may enter into Agreements.

CCXLIII. And whereas it is not proposed in the first instance to lay down more than a single Line of Rails upon the said Railway; be it therefore enacted, That if at any Time after Twelve Months from the opening of the said Railway to the Public it shall appear to the Lords of Her Majesty's Committee of Council for Trade and Foreign Plantations that an additional Line of Rails is required for the Safety of the Public using the said Railway, then and in such Case the said Company shall and they are hereby required, upon receiving an Order to that Effect from the Lords of the said Committee, to lay down an additional Line of Rails upon the said Railway, within such Time as shall be fixed by the Lords of the said Committee for the Purpose; and if it shall appear to the Lords of the said Committee that it would be expedient, with a view to the public Safety, that an electric Telegraph should be laid down on the said Line, then and in such Case the Company shall lay down such Telegraph, on being required so to do by the Lords of the said Committee.

Empowering Board of Trade to compel the laying down of an additional Line of Rails and an electric Telegraph.

CCXLIV. And be it enacted, That all Communications between the Railway hereby authorized to be made and the *Manchester and Leeds* Railway, and all such Openings in the Ledges or Flanches of the said *Manchester and Leeds* Railway as may be necessary or convenient for effecting such Communications, shall be made under the Direction and Superintendence of the Engineer for the Time being of the said *Manchester and Leeds* Railway Company.

As to the Communication with the Manchester and Leeds Railway.

CCXLV. And be it enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company hereby incorporated to take or enter upon any of the Lands or Grounds belonging to the *Manchester and Leeds* Railway Company, or to alter, vary, or interfere with the said *Manchester and Leeds* Railway, or any of the Works thereof, further or otherwise than is hereby expressly authorized, without the Consent in Writing of the said *Manchester and Leeds* Railway Company in every Instance for that Purpose first had and obtained.

Not to take the Lands or interfere with the Works of the Manchester and Leeds Railway Company without Consent.

CCXLVI. Provided always, and be it 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 the *Manchester and Leeds* Railway Company, but saving and reserving to the said *Manchester and Leeds* Railway Company all the Rights, Privileges, and Franchises of the said Company, and also saving and reserving all such Powers, Authorities, and Provisions in the several Acts relating thereto, as if this Act had not been passed.

Saving the Rights of the Manchester and Leeds Railway Company.

CCXLVII. And be it enacted, That, subject to the Provisions herein contained, it shall be lawful for the Company, at any Time before

Power to take temporary Possession.

[Local.]

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the

session of
Land with-
out previous
Payment of
Price.

the Expiration of the Period by this Act limited for the Completion of the Railway, without making any previous Payment, Tender, or Deposit, to enter upon and use any existing private Roads not being more than Five hundred Yards distant from the Centre of the Railway, and also to enter upon any Lands not being more than Two hundred and fifty Yards distant from the Centre of the Railway, and not being a Garden, Orchard, Park, Plantation, planted Walk, Avenue, or Ground planted and set apart as a Nursery for Trees, and not being nearer than Five hundred Yards to the Mansion House of the Owner of any such Lands, and to occupy the said Lands during the Construction or Repair of the Railway, and to use the same for any of the following Purposes; (that is to say,)

For the Purpose of taking Earth or Soil by Side Cuttings therefrom;

For the Purpose of depositing Soil thereon;

For the Purpose of obtaining Materials therefrom for the Formation of the Railway; or

For the Purpose of forming Roads thereon to or from the Railway.

And in exercise of the Powers aforesaid it shall be lawful for the Company to deposit and also to manufacture and work upon such Lands Materials of every Kind used in constructing the Railway, and also to dig and take from out of any such Lands any Clay, Stone, Gravel, Sand, or other Things that may be found therein useful or proper for constructing the Railway or any such Roads as aforesaid.

Company to
give Notice
previous to
such tempo-
rary Pos-
session.

CCXLVIII. And be it enacted, That in case any such Lands shall be required for Spoil Banks or for Side Cuttings, or for obtaining Materials for the Construction or Repair of the Railway, the Company shall, before entering thereon (except in the Case of Accident to the Railway requiring immediate Reparation), give Six Weeks Notice in Writing to the Owners and Occupiers of such Lands of their Intention to enter upon the same for such Purposes; and in case the said Lands are required for any of the other Purposes herein-before mentioned the Company shall (except in the Case aforesaid) give Ten Days like Notice thereof; and the Company shall in such Notices respectively state the Substance of the Provisions herein-after contained respecting the Right of such Owner or Occupier to require the Company to purchase any such Lands, or to receive Compensation for the temporary Occupation thereof, as the Case may be.

Power to
Owner to
object that
other Lands
ought to be
taken.

CCXLIX. And be it enacted, That if such Lands are required for any of the Purposes in respect of which a Notice of Six Weeks is herein-before required to be given, it shall be lawful for the Owner or Occupier thereof, within Ten Days after Service of such Notice, to object to the Company making use of such Lands, on the Ground that other Lands lying contiguous thereto, and being such as the Company are herein-before authorized to use for the Purposes aforesaid, might be more beneficially occupied for such Purposes by the Company; and in such Case, if the Company shall refuse to occupy such other Lands in lieu of those mentioned in the Notice, it shall be lawful for Two Justices, on the Application of such Owner or Occupier, to summon the Company and the Owners and Occupiers of such other Lands to appear before them at any Time, not being more than Fourteen Days after such Application, nor less than Seven Days from the Service of such

such Summons; and on the hearing pursuant to such Summons it shall be lawful for such Justices to determine summarily which of the said Lands shall be occupied by the Company for the Purposes aforesaid, and to authorize the Company to occupy the same accordingly.

CCL. Provided always, and be it enacted, That if it shall appear to such Justices, upon the Inquiry before them, that the Lands of any other Party not summoned before them, being sufficient in Quantity, and such as the Company are herein-before authorized to take or use for the Purposes aforesaid, would be more suitable to be used by the Company than the Lands of the Person who shall have been so summoned as aforesaid, it shall be lawful for the said Justices to adjourn such Inquiry, and to summon such other Person to appear before them at any Time, not being more than Fourteen Days from such Inquiry, nor less than Seven Days from the Service of such Summons, and on the hearing of such last-mentioned Summons to determine finally which Lands shall be occupied or used for the Purposes aforesaid, and to authorize the Company to occupy the same accordingly.

Power to the Justices to summon other Owners before them.

CCLI. And be it enacted, That before entering upon any such Lands as shall be required for Spoil Banks or for Side Cuttings, or for obtaining Materials as aforesaid, the Company shall, if required by the Owner or Occupier thereof, Seven Days at least before the Expiration of the Notice to take such Lands as herein-before mentioned, find Two sufficient Persons, to be approved of by a Justice in case the Parties differ, who shall enter into a Bond to such Owner or Occupier in a Penalty of the Amount of Fifty Pounds per Acre, conditioned for the Payment of such Compensation as may become payable in respect of the same in manner herein-mentioned.

The Company to give Sureties if required.

CCLII. And be it enacted, That before the Company shall use any such Lands for any of the Purposes aforesaid they shall, if required so to do by the Owner or Occupier thereof, separate the same by a sufficient Fence from the Lands adjoining thereto.

Company to separate the Lands before using them.

CCLIII. And be it enacted, That where the Company shall, in exercise of the Powers aforesaid, enter upon any Lands for the Purpose of making Spoil Banks or Side Cuttings thereon, or for obtaining Materials for the Construction or Repair of the Railway therefrom, it shall be lawful for the Owners or Occupiers of such Lands having such Estates or Interests therein as, under the Provisions herein-before mentioned, would enable them to sell or convey Lands to the Company, at any Time during the Possession of any such Lands by the Company, and before such Owners or Occupiers shall have accepted Compensation from the Company in respect of such temporary Occupation, to serve a Notice in Writing on the Company, requiring them to purchase the said Lands, or their Estates and Interests therein respectively; and in such Notice such Owners or Occupiers shall set forth the Particulars of their Estate or Interest in such Lands, and the Amount of their Claim in respect thereof; and the Company shall thereupon be bound to purchase the said Lands, or the Estate and Interest therein, of the Parties serving such Notice; and the Value of such Lands, and the Compensation payable therefor

Owners of Lands may compel Company to purchase Lands so temporarily occupied.

to such Owners and Occupiers, shall, in case of Difference, be determined as in other Cases of disputed Compensation under this Act.

Compensation to be made for temporary Occupation.

CCLIV. And be it enacted, That where in any of the Cases aforesaid the Company shall not be required to purchase such Lands, and in all other Cases where they shall take temporary Possession of Lands by virtue of the Powers herein granted, it shall be incumbent on the Company, within One Month after their Entry upon such Lands, upon being required so to do, to pay to the Occupier of the said Lands the Value of any Crop or Dressing that may be thereon, or other Acts of Husbandry, and to agree with the Owner and Occupier thereof for the Payment of an annual Sum by way of Rent during the Occupation thereof, and also within Six Months after they shall have ceased to occupy the said Lands, and not later than Six Months after the Expiration of the Time by this Act limited for the Completion of the Railway, to pay to such Owner and Occupier Compensation for any permanent Damage or Injury that may have been done to the said Lands in the Exercise of the Powers herein-before granted; and the Amount of such permanent Damage shall in case of Difference be determined as in other Cases of disputed Compensation under this Act; and the Value of any Crop or Dressing which may be on the said Lands, and the Rent payable in respect thereof during the Possession of the Company, whatever the Amount of Claim in respect of the same may be, shall, in case of Difference, be determined as other Cases of disputed Compensation under Fifty Pounds are determined under this Act.

Bonds for Costs of Trial by Jury in case of temporary Damage.

CCLV. Provided always, and be it enacted, That if any Party entitled to Compensation in respect of Damage temporarily sustained shall require to have the Amount of such Compensation determined by a Jury, he shall, before requiring the Company to issue their Warrant, as herein-before provided, for causing such Jury to be summoned, enter into a Bond to the Company, with Two sufficient Sureties, in the penal Sum of Two hundred Pounds, duly to prosecute his Claim, and to bear such Part of the Costs, if any, incidental to the Inquiry, as he shall be required to pay under the Provisions of this Act in that Behalf.

Alteration of Water and Gas Pipes, &c.

CCLVI. And be it enacted, That it shall be lawful for the Company, for the Purpose of constructing the Railway, to raise, sink, or otherwise alter the Position of any of the Watercourses, Water Pipes, or Gas Pipes belonging to any of the Houses adjoining or near to the Railway, and also the Mains and other Pipes laid down by any Company or Society who may furnish the Inhabitants of such Houses or Places with Water or Gas, and also to remove all other Obstructions to such Construction, so as the same respectively be done with as little Detriment and Inconvenience to the said Company, Society, or Inhabitants as the Circumstances will admit, and be done under the Superintendence of the several Commissioners or Trustees or Persons having Control of the Pavements, Sewers, Roads, Streets, Highways, Lanes, and other public Passages and Places within the Parish or District where such Mains, Pipes, or Obstructions shall be situate, or of their Surveyor; but it shall not be lawful for the Company to alter the Position of any Pipes so as to lay the same contrary to the Regulations of any Act of Parliament relating thereto.

CCLVII. And

CCLVII. And be it enacted, That if by any such Operations as aforesaid the Company shall interrupt the Supply of any Water or Gas they shall forfeit Five Pounds for every Day that such Supply shall be so interrupted; and such Penalty shall be appropriated to the Benefit of the Poor of the Parish in which such Obstruction shall occur, and in such Manner as the Overseers of the Poor of the Parish shall direct.

Penalty for obstructing Supply of Gas or Water.

CCLVIII. And for the Purpose of protecting the Railway and Works from Danger to be apprehended from the working of any Mines either under or closely adjoining the Railway, be it enacted, That if the Owner, Lessee, or Occupier of any Mines or Minerals lying under the Railway, or any of the Works connected therewith, or within Forty Yards therefrom, be desirous of working the same, such Owner, Lessee, or Occupier shall give to the Company Notice in Writing of his Intention so to do Thirty Days before the Commencement of working; and upon the Receipt of such Notice it shall be lawful for the Company to cause such Mines to be inspected by any Person appointed by them for the Purpose; and if it appear to the Company that the working of such Mines or Minerals is likely to damage the Works of the Railway, and if the Company be willing to make Compensation for such Mines to such Owner, Lessee, or Occupier thereof, then he shall not work or get the same; and if the Company and such Owner do not agree as to the Amount of such Compensation the same shall be settled as in other Cases of disputed Compensation.

Mines lying near the Railway not to be worked, if the Company willing to purchase them.

CCLIX. And be it enacted, That if before the Expiration of such Thirty Days the Company do not state their Willingness to treat with such Owner, Lessee, or Occupier for the Payment of such Compensation, it shall be lawful for him to work the said Mines, so that the same be done in a Manner proper and necessary for the beneficial working thereof; and if any Damage or Obstruction be occasioned to the Railway or Works by improper working of such Mines, the same shall be forthwith repaired or removed, as the Case may require, by the Owner, Lessee, or Occupier of such Mines or Minerals, and at his own Expence; and if such Repair or Removal be not forthwith done it shall be lawful for the Company to execute the same, and recover from such Owner, Lessee, or Occupier the Expence occasioned thereby by Action in any of the Superior Courts.

If Company unwilling to purchase, the Owner may work the Mines.

CCLX. And for better ascertaining whether any such Mines are being worked or about to be worked so as to damage the Railway or Works, be it enacted, That it shall be lawful for the Company, after giving Twenty-four Hours Notice in Writing, to enter upon any Lands through or near which the Railway passes wherein any such Mines are being worked or are supposed so to be, and enter into and return from any such Mines or the Works connected therewith, and for that Purpose it shall be lawful for them to make use of any Apparatus or Machinery belonging to the Owners, Lessees, or Occupiers of such Mines, and to use all necessary Means for discovering the Distance from the Railway to the Parts of such Mines which may be being worked or be about so to be.

Power to the Company to enter and inspect the working of Mines.

[Local.]

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CCLXI. And

If Mines im-
properly
worked, Sup-
ports to be
made.

CCLXI. And be it enacted, That if it appear that any such Mines have been worked contrary to the Provisions of this Act the Company may give Notice to such Owners, Lessees, or Occupiers to adopt the necessary Means and to construct the requisite Supports for making safe the Railway and other Works, and preventing any Injury thereto; and if after such Notice any such Owner, Lessee, or Occupier do not forthwith proceed to construct the necessary Works for making safe the Railway and Works, the Company may themselves construct such Works, and recover the Expence thereof from such Owner, Lessee, or Occupier by Action in any of the Superior Courts.

Mining Com-
munications.

CCLXII. And be it enacted, That if the working of any such Mines under the Railway or Works, or within the above-mentioned Distance therefrom, be prevented by reason of apprehended Injury to the Railway, it shall be lawful for the respective Owners, Lessees, and Occupiers of such Mines to cut and make such and so many Airways, Headways, Gateways, or Water Levels through the Mines, Measures, or Strata, the working whereof shall be so prevented, as may be requisite to enable them to ventilate, drain, and work the said Mines; but no such Airway, Headway, Gateway, or Water Level shall be of greater Dimensions or Section than Eight Feet wide and Eight Feet high, nor shall the same be cut or made upon any Part of the Railway or Works, or so as to injure the same, or to impede the Passage thereon.

Roads not to
be crossed
on a Level,
except as
after men-
tioned.

CCLXIII. And with respect to the crossing of Roads by the Railway, be it enacted, That as to all Roads, (except such as are herein-after mentioned as intended to be crossed on a Level,) if the Line of the Railway cross any Turnpike Road or public Carriageway, either such Turnpike Road or public Carriageway shall be carried over the Railway, or the Railway shall be carried over such Road, by means of a Bridge of the Height and Width and with the Ascent or Descent by this Act in that Behalf provided; and such Bridge and other necessary Works connected therewith shall be executed at the Expence of the Company.

Power to
cross certain
Highways on
the Level.

CCLXIV. And whereas it is proposed that the said intended Railway shall cross the several Highways herein-after mentioned; that is to say, the public Carriage Road leading from *Newton* to *Clayton Bridge* called *Graver Lane* in the Township of *Newton* in the Parish of *Manchester*; the public Carriage Road leading from the Town of *Ashton-under-Lyne* to *Nook* called *Turner Lane*; and the public Carriage Road leading from the same Town to *Staly Bridge* called *Currier Lane*, both in the *Ashton Town* Division of the Parish of *Ashton-under-Lyne*; and it is expedient that the said Railway should cross each of the said Highways on a Level; be it therefore enacted, That the said Company may make the said Railway across the several above-mentioned Highways on the Level thereof.

Provisions in
Cases where
public Car-

CCLXV. And be it enacted, That in all Cases where the said Railway shall cross any Road being a public Carriageway, or any Diversion thereof respectively, on a Level, the said Company shall erect

erect and at all Times maintain good and sufficient Gates on each Side of the Railway where the same shall cross such Road and shall employ proper Persons to open and shut such Gates, so that the Persons, Carts, and Carriages passing along such Road shall not be exposed to any Danger or Damage by the passing of any Carriages or Engines along the said Railway; and such Gates shall be kept constantly closed across each End of such Road, except during the Time when Horses, Cattle, Carts, or Carriages passing along such Road shall have to cross such Railway; and such Gates shall be of such Dimensions and so constructed as when closed across the End of such Road to fence in the Railway, and prevent Cattle or Horses passing along the Road from entering upon the said Railway while the Gates are closed; and the Person intrusted with the Care of such Gates shall cause the same to be closed as soon as such Horses, Cattle, Carts, or Carriages shall have passed through the same, under a Penalty of Five Pounds for any Default therein: Provided always, that it shall be lawful for the Lords of the Committee of Her Majesty's Privy Council appointed for Trade and Foreign Plantations, in any Case in which they are satisfied that it will be more conducive to the public Safety that the Gates on any level Crossing over any such Road should be kept closed across the Railway, to order and direct that such Gates shall be kept so closed instead of across the Road, and in such last-mentioned Case such Gates shall be kept constantly closed across the said Railway, except where Engines or Carriages passing along the said Railway shall have Occasion to cross such Road, in the same Manner and under the like Penalty as above directed with respect to the Gates being kept closed across the said Road.

riageways
are crossed
on a Level.

CCLXVI. And be it enacted, That every Bridge to be erected for the Purpose of carrying the Railway over any Road shall be built in conformity with the following Regulations; (that is to say,) Bridges over
Roads.

The Width thereunder shall be such as to leave a clear Space of not less than Thirty-five Feet if the Bridge be over a Turnpike Road, and of Twenty-five Feet if over a public Carriage Road, and of Twelve Feet if over a private Road:

The clear Height under the Bridge from the Surface of the Road shall be not less than Sixteen Feet for a Space of Twelve Feet if the Bridge be over a Turnpike Road, and Fifteen Feet for a Space of Ten Feet if over a public Carriage Road; and in each of such Cases the clear Height at the springing of any Arch shall be not less than Twelve Feet:

The clear Height under any Bridge for a Space of Nine Feet shall not be less than Fourteen Feet over a private Carriage Road:

The Descent under the Bridge shall not exceed One Foot in Thirty Feet if the Bridge be over a Turnpike Road, One Foot in Twenty Feet if over a public Carriage Road, and One Foot in Sixteen Feet if over a private Carriage Road or Occupation Way.

CCLXVII. And be it enacted, That every Bridge erected for carrying any Road over the Railway shall be built in conformity with the following Regulations; (that is to say,) Bridges over
Railway.

There

There shall be a good and sufficient Fence on each Side of the Bridge of not less Height than Four Feet :

The Road over the Bridge shall have a clear Space between the Fences thereof of Thirty-five Feet if the Road be a Turnpike Road, and Twenty-five Feet if a public Carriage Road, and Twelve Feet if a private Road :

The Ascent shall not be more than One Foot in Thirty Feet if the Road be a Turnpike Road, One Foot in Twenty Feet if it be a public Carriage Road, and One Foot in Sixteen Feet if it be a private Carriage Road.

In Cases of Roads of less Width than herein prescribed, the Width of the Bridges need not exceed the Width of the Road.

CCLXVIII. Provided always, and be it enacted, That in all Cases where the average available Width for the Passage of Carriages of any existing Roads within Fifty Yards of the Points of crossing the same is less than the Width herein-before prescribed for Bridges over or under the said Railway, then and in such Case the Width of such Bridges need not be greater than such average available Width of such Roads, but so nevertheless that such Bridges be not of less Width in the Case of a Turnpike Road or public Highway than Twenty Feet: Provided also, that if at any Time after the Construction of the said Railway the average available Width of any such Road shall, for the Distance aforesaid, be increased beyond the Width of any such Bridge on each Side thereof, it shall be lawful for the Persons having the Care and Management of such Road to apply to Two Justices of the Peace, who, after summoning the said Company to appear before them, shall determine whether such Bridge shall be widened, and if so to what Extent, not exceeding the Width of such Road as altered; and in case the said Justices shall determine that such Bridge shall be widened, the said Company shall be bound, at their own Expence, to widen the same accordingly: Provided nevertheless, that nothing herein contained shall require the said Company to increase the Width of any such Bridge to an Extent exceeding the maximum Width herein-before prescribed for Bridges over or under the Railway.

Present Inclinations of Roads crossed or diverted need not be improved.

CCLXIX. Provided also, and be it enacted, That in case the mesne Inclinations of any Road within Two hundred and fifty Yards of the Point of crossing the same, or the Inclinations of such Portion of any Road as may require to be altered, or for which another Road shall be substituted, shall be steeper than the Inclinations herein-before required to be preserved by the Company, then the Company may carry any such Road over or under the Railway, or may construct such altered Road or such substituted Road according to the same or not steeper Inclinations than the mesne Inclination of the Road so to be crossed, or of the Road to be abandoned, within the respective Distances aforesaid.

Bridges may be made in any other Manner with Consent.

CCLXX. Provided also, and be it enacted, That Bridges over or under any private Carriageway or private Road may be built, and the Approaches to any such Bridge may be made, in any other Manner than is herein-before directed, with the Consent of the Owners of such Roads.

CCLXXI. And

CCLXXI. And be it enacted, That if in the Exercise of the Powers by this Act granted any Part of any Road, whether Carriage Road, Horse Road, Tramroad, or Railway, either public or private, be found necessary to be gone across, cut through, raised, sunk, or taken, so that it will be so much injured thereby as to be impassable for or dangerous to Travellers, Passengers, or Carriages, or to the Persons entitled to the Use thereof, the Company shall, before the Commencement of any such Operations, cause a sufficient Road to be made instead of the Road to be interfered with; and such substituted Road shall, at the Expence of the Company, be made and maintained in a State as convenient for Passengers and Carriages as the Road so interfered with, or as nearly so as can be.

Before Roads be interfered with others to be substituted.

CCLXXII. And be it enacted, That if the Company do not cause another sufficient Road to be so made before they interfere with any such existing Road as aforesaid they shall forfeit Twenty Pounds for every Day during which such substituted Road shall not be made after the existing Road shall have been interrupted; and such Penalty shall be paid to the Trustees, Commissioners, Surveyor, or other Person having the Management of such Road, if a public Road, or in case of a private Road, to the Owner thereof, and when paid in respect of any public Road shall be applied for the Purposes thereof.

Penalty for not substituting a Road.

CCLXXIII. And be it enacted, That if such former Road as aforesaid cannot be restored compatibly with the Formation and Use of the Railway the Company shall cause such new Road or some other sufficient substituted Road to be put into a permanently substantial Condition, equally convenient as the Road or Railway for which the same is substituted, or as near thereto as Circumstances will allow; and if such former Road can be restored compatibly with the Formation and Use of the Railway, such Restoration shall be made, and the former Road shall be restored, or the substituted Road shall be put into such Condition as aforesaid, as the Case may be, within the following Periods after the first Operation on the former Road shall have been commenced, unless the Trustees or Parties having Charge of the Road to be restored, by Writing under their Hands, consent to an Extension of the Period, and in such Case within such extended Period, (that is to say,) if the Road be a Turnpike Road within Six Months, and if the Road be not a Turnpike Road within Twelve Months.

Period for Restoration of Roads interfered with.

CCLXXIV. And be it enacted, That if any such Road be not restored, or the substituted Road be not completed, within the Periods herein-before fixed for that Purpose, to the Satisfaction of any Two Justices of the Peace, who are hereby authorized to examine into and to receive Evidence respecting the same, and whose Certificate shall be conclusive of the Fact, the Company shall forfeit Ten Pounds for every Day after the Expiration of such Periods respectively during which such Road shall not be so restored, or the substituted Road be not completed in such Condition and be so certified as aforesaid; and such Penalty shall be paid to the Trustees, Commissioners, Surveyor, or other Person having the Management of the Road interfered with by the Company, if a public Road, and be applied for the Purposes of

Penalty for failing to restore Road.

[Local.]

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such

such Road, or, if a private Road, the same shall be paid to the Owner thereof; and every such Penalty shall be recoverable by Action in any of the Superior Courts.

Substituted
Roads to be
sufficient, if
according to
Plans, &c.

CCLXXV. Provided always, and be it enacted, That every substituted Road shall be considered sufficient if made in the Manner shown on the Plans and Sections deposited as aforesaid.

Company to
repair
Roads used
by them
other than
Turnpike
Roads.

CCLXXVI. And be it enacted, That if in the course of making the Railway the Company shall use or interfere with any Road not being a Turnpike Road, and whether a public or private Road, in such Manner as to damage the same beyond the ordinary Wear and Tear which the said Road would undergo as a public Highway, except for the Traffic caused by the Railway, they shall maintain the same in as good a State of Repair as such Road was in at the Time when the Company began to use the same, and shall leave the same in such State of Repair at the Conclusion of their Use thereof; and if any Difference arise as to the State of any such Road, either before or after the Use thereof by the Company, the Question shall be referred to the Determination of Two Justices; and such Justices may direct such Improvements or Repairs to be made in the State of such Road, in respect of the Damage done by the Company, and within such Period, as they think reasonable, and may impose on the Company for not carrying into effect such Improvements or Repairs any Penalty, not exceeding Five Pounds *per* Day, as to such Justices shall seem just.

Screen for
Turnpike
Roads.

CCLXXVII. And be it enacted, That if the Commissioners or Trustees of any Turnpike Road apprehend Danger to the Passengers on such Road in consequence of Horses being frightened by the Sight of the Engines or Carriages travelling upon the Railway, it shall be lawful for such Commissioners, Trustees, or any Person duly authorized by them, to make complaint thereof to Two Justices, and thereupon such Justices shall summon the Clerk of the Company to answer such Complaint; and if it appear to such Justices that the Complaint is reasonable, then they shall order the Company to commence within a certain Time, and to complete within a certain other Time, to be appointed by such Justices, any Works in the Nature of a Screen near to or adjoining the Side of such Turnpike Road which such Justices may think reasonable; and after Notice of such Order served upon the Company the Company shall proceed to act in obedience to such Order.

Penalty for
failing to
construct.

CCLXXVIII. And be it enacted, That if the Company shall neglect to commence such Works within the Time appointed by such Justices in that Behalf they shall forfeit Twenty Pounds for every Day during which they do not so commence; or if, having commenced, they shall not continue from Day to Day duly to execute such Works until the Completion thereof they shall forfeit Twenty Pounds for every Day during which they do not so proceed in the Execution of such Works; and if the Company shall not complete such Works within the Time in that Behalf appointed by such Justices they shall forfeit Twenty Pounds for every Day during which such Works shall remain uncompleted

pleted beyond the Time so appointed for their Completion; and every such Penalty shall be recoverable by the Commissioners or Trustees of such Turnpike Road by Action in any of the Superior Courts.

CCLXXIX. And be it enacted, That the Company shall make convenient Ascents and Descents, where required, for every Footway crossed by the said Railway.

Crossing of Footways.

CCLXXX. And for the Purpose of making Provision respecting Works required for the Accommodation of the Owners and Occupiers of Lands adjoining the Railway, be it enacted, That after the Railway shall have been formed, and during the Construction thereof, the Company shall make the following Works at the Times hereinafter mentioned; (that is to say,)

Works to be erected by the Company for the Protection and Accommodation of adjoining Lands.

Such and so many convenient Gates upon or adjoining the Railway as shall be necessary for the Purpose of making good any Interruptions caused by the Railway to the Use of the Lands through which the Railway shall be made, and protecting such Lands from Trespass, or the Cattle of the Owners or Occupiers thereof from straying thereout, by reason of the Railway; and also such and so many Bridges, Hollows, Culverts, Fences, Ditches, Drains, and Passages over, under, or by the Sides of, or leading to or from the Railway as shall be necessary for the above Purposes; and such Works shall be made forthwith after the Part of the Railway passing over such Lands shall have been laid out or formed:

Also sufficient Posts, Rails, Hedges, Ditches, Mounds, or other Fences for separating the Land taken for the Use of the Railway from the adjoining Lands not taken, with all necessary Gates made to open towards such adjoining Lands, and not towards the Railway, and all necessary Stiles; and such Works shall be made forthwith after the taking of any such Lands, if the Owners thereof shall so require:

Also all necessary Arches, Tunnels, Culverts, Drains, or other Passages, either over or under or by the Sides of the Railway, of such Breadth, Depth, and Dimensions as will be sufficient at all Times to convey the Water as clearly from the Lands lying near to the Railway as before the making of the Railway; and such Works shall be made from Time to Time:

Also proper Watering Places for Cattle where by reason of the Railway the Cattle of any Person occupying any Lands lying near thereto shall be deprived of Access to their former Watering Places; and such Watering Places shall be so made as to be at all Times as sufficiently supplied with Water as theretofore, and as if such Railway had not been made; and for that Purpose the Company shall make Watercourses and Drains by the Side of, along, or under the Railway, or in, through, or over or across any Lands thereto adjoining, of sufficient Number and Dimensions, and in a sufficient Manner, and with proper and convenient Bridges over and Tunnels under the same respectively, for the Purpose of conveying Water to the said Watering Places:

Provided

Provided always, that it shall be lawful for the Company to make such Accommodation Works in such a Manner as will not prevent or obstruct the working or using of the Railway.

Accommodation Works to be made and continued at the Expence of the Company.

CCLXXXI. And be it enacted, That all Accommodation Works to be made as aforesaid shall be made at the Expence of the Company, and at all Times thereafter the Company shall, at their own Expence, maintain in sufficient Repair and in proper Condition the Works so made by them; and for the Purpose of enabling the Company to execute such Works, and to keep them in repair, it shall be lawful for the Company, according to the Provisions herein-before contained respecting the temporary Occupation of Lands by the Company, their Agents or Workmen, to enter into any Lands adjoining or near to the Railway, and load and carry the requisite Materials, in Carts and otherwise, upon and over such Lands, doing as little Damage as can be, and making full Compensation for any Damage done to the Owner or Occupier of such Lands.

Differences as to Accommodation Works to be settled by Justices.

CCLXXXII. And be it enacted, That if any Difference arise respecting the Kind of any such Accommodation Works required, or the Number of each Kind, or the Dimensions of the Works, or the Manner of executing them, or respecting the maintaining thereof, the same shall be determined by Two Justices, on the Application of any Owner or Occupier of Lands intersected or otherwise affected by the Railway, or of any other Person having a Right of Way interrupted thereby; and such Justices shall also appoint the Time within which such Works shall be executed by the Company.

Execution of Works by Owners on default by the Company.

CCLXXXIII. And be it enacted, That if for Twenty Days next after the Time appointed by such Justices for the Execution or Repair (as the Case may be) of any such Accommodation Works the Company fail to execute or to repair (as the Case may be) any such Accommodation Works, it shall be lawful for the Owners or Occupiers of the adjoining Lands aggrieved by such Failure themselves to execute such Works or Repairs; and the reasonable Expences of executing or repairing such Accommodation Works shall be repaid by the Company to the Owners or Occupiers by whom the same shall have been executed or repaired, and if there be any Dispute about such Expences the same shall be settled by Two Justices; and if such Expences be not repaid within Five Days after the same shall have been settled by such Justices, and after an Account thereof shall have been delivered to the Company, and Demand thereof made upon the Company, the same may be levied by Distress, and such Justices shall issue their Warrants accordingly: Provided always, that no such Owner or Occupier shall obstruct or injure the Railway, or any of the Works connected therewith, for a longer Time, nor use them in any other Manner, than is unavoidably necessary for the Execution or Repair of such Accommodation Works.

Power to Owners of Lands to make additional Ac-

CCLXXXIV. And be it enacted, That if any of the Owners or Occupiers of Lands affected by such Railway shall consider the Accommodation Works made by the Company, or directed by such Justices to be made by the Company, insufficient for the commodious

Use of their respective Lands, it shall be lawful for any such Owner or Occupier to make Works for that Purpose, but such Works shall not be executed without the Consent of the Company, or, if such Consent be withheld, without the Authority of Two Justices; and for the Purpose of obtaining such Consent such Owner or Occupier shall make a Request in Writing to the Company, and if the Company refuse, or for Ten Days after such Request delay to give such Consent, it shall be lawful for such Owner or Occupier to make Application to such Justices, and thereupon, after hearing the Company, or without hearing them, if no Person attend on their Behalf after Notice for that Purpose, such Justices may either give or withhold their Authority for such Works being made, as they shall think fit.

commoda-
tion Works.

CCLXXXV. And be it enacted, That, if the Company so desire, all such last-mentioned Accommodation Works shall be constructed under the Superintendence of their Engineer, and according to Plans and Specifications to be submitted to and approved by such Engineer; nevertheless the Company shall not be entitled to require either that Plans should be adopted which would involve a greater Expence than that incurred in the Execution of similar Works by the Company, or that the Plans selected should be executed in a more expensive Manner than that adopted in similar Cases by the Company.

Such Works
to be con-
structed
under Super-
intendence
of the Com-
pany's Engi-
neer.

CCLXXXVI. And be it enacted, That if, on the Application by the Owner or Occupier of Lands to any Two Justices respecting the Execution of any such Accommodation Works, such Justices decide in favour of such Owner or Occupier, they may also award such reasonable Costs to such Owner or Occupier for his Loss of Time, Trouble, and Expence in making such Application as to such Justices shall seem proper, and the Circumstances of the Case shall warrant; and such Costs shall be recoverable by the Party entitled thereto as Damages to a small Amount are herein made recoverable.

Costs of Ap-
plication to
Justices.

CCLXXXVII. And be it enacted, That the Company shall not be compelled to make any further or additional Accommodation Works for the Use of Owners and Occupiers of Land adjoining the Railway after Ten Years from the passing of this Act.

Accommo-
dation Works
not to be re-
quired after
Ten Years.

CCLXXXVIII. And be it enacted, That until the Company shall have made the Bridges or other proper Communications required to be made by them between Lands intersected by the Railway, and no longer, the Owners and Occupiers of such Lands, and any other Persons whose Right of Way shall be affected by the Want of such Communications, and their respective Servants, may at all Times freely pass and repass, and lead and conduct any Horse or other Animal directly (but not otherwise) across the Part of the Railway made in or through their respective Lands, solely for the Purpose of occupying the same Lands, or for the Exercise of such Right of Way, and so as not to obstruct the Passage along the Railway, or to damage the same; nevertheless, if the Owner of any such Lands have in his Arrangements with the Company received or agreed to receive Compensation for or on account of any such Communications, instead of the same being formed, such Owner, or those claiming under him, shall not cross the Railway from

Owner to be
allowed to
cross until
Accommo-
dation Works
made.

one Part to the other Part of the Lands so severed, otherwise than by a Bridge, Arch, or Culvert erected at the Charge of such Owner, or those claiming under him, and approved by the Company.

Compensation in lieu of Gates, Bridges, &c.

CCLXXXIX. Provided always, and be it enacted, That in every Case in which the Owner of any Lands, or other Person by this Act capacitated to convey, shall, in their Arrangements with the Company, have received or agreed to receive Compensation for Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, or Passages, instead of the same being erected or formed by the Company for the Purpose of facilitating the Passage to or from either Side of the Lands severed or divided by the said Railway, it shall not be lawful for such Owners, or those claiming under them, to pass and they shall for ever be prevented from passing or crossing the said Railway from one Part to the other Part of their Lands so severed and divided, otherwise than by a Bridge, Arch, or Culvert to be erected at the Charge of such Owners, and approved by the Company.

Regulations as to lowering the Road, &c. between Manchester and Oldham.

CCXC. And whereas the said Railway is intended to cross the Turnpike Road leading from *Manchester* in the County of *Lancaster* to *Oldham* in the same County, near the Town of *Manchester* in the Township of *Newton*, where such Turnpike Road is of the Width of Sixty Feet, and consists of a Carriage Road, and of a Footway on the South-easterly Side thereof: And whereas it will be necessary to lower the Bed of the said Turnpike Road at the proposed Place of crossing, in order to maintain a proper Level in the Line of the said Railway, and to allow of a sufficient Space under the Bridge whereon the said Railway is to be carried across the said Turnpike Road for the Passage of Coaches, Waggons, Carts, and other Carriages (which are very numerous) along the said Road; and it is expedient that Provision should be made for preserving a proper Level in the Line of the said Turnpike Road; be it therefore enacted, That for the Purpose of carrying the said Railway across the said Turnpike Road the said Railway Company shall construct, at their own Expence, a Bridge of the Width of Forty Feet thereunder at the least for the Purpose of forming a clear Carriage Road of Thirty Feet wide (which Carriage Road shall be so formed as to occupy the Centre of the present Carriage Road), and also of forming a Footway on the South-easterly Side of the said Carriage Road of Ten Feet wide, exclusive of any Pillars or Piers which may be placed on the said Road, and of such a Height from the Surface of the said Carriage Road and Footway respectively to the under Side of the said Bridge, so as to leave a clear and uninterrupted Headway under the said Bridge over the said Carriageway of not less than Sixteen Feet Six Inches in Height for the whole Width of Thirty Feet, and over the said Footway of the Height of Twelve Feet at the least; and in case it shall be expedient to lower the Surface of the said Turnpike Road for the Purposes aforesaid, then such Turnpike Road, after having been passed under the said Bridge, shall be lowered by the said Railway Company to the whole Width of Sixty Feet (being the Width of the present Turnpike Road) on each Side of such Bridge for so far as the Alterations in the said Turnpike Road shall extend, but so that the

Ascent

Ascent on the said Carriage Road and Footway respectively, South-westerly from the said Bridge, shall not exceed One Foot in Height for every Four hundred Feet in Length; and so that the Ascent of the said Carriage Road and Footway respectively, North-easterly from the said Bridge, shall not exceed One Foot in Height for every Seventy Feet in Length on any Part of the said Road so to be made or altered; and the said Company shall, at their own Expence, pave the whole of the said Carriage Road under the said Bridge with good Sets, and also pave so much of the said Carriage Road as shall be lowered or altered as is now paved, and shall macadamize the Remainder of the said Carriage Road, so far as the same shall be lowered or altered, in as good a Manner and Form as the same is now macadamized, and shall form and lay down the Footway on the South-easterly Side of the said Carriage Road in as good and complete a Manner as it is now laid down; and the said Company shall, at their own Expence, make all new Fences, Drains, and Works required in consequence of making the said Railway, and alter all existing ones, and perform all other Matters and Things that may be rendered necessary by the forming of the said Railway, and also, at their own Expence, make good and sufficient Drains or Culverts for the Purpose of draining and laying dry so much of the said Turnpike Road as shall be lowered or altered as aforesaid; and the Alteration of the Surface of the Bed of the said Road shall be so made and constructed to the Satisfaction of a Surveyor to be appointed by the said Company and the Trustees of the said Roads before the said Works are commenced, but in case such Surveyor be not appointed before the Commencement of such Works, then such Alterations of the Surface of the Bed of the said Road shall be made to the Satisfaction of Two Surveyors, One to be named by each Party or by their Umpire; and in case either of the said Parties shall neglect or refuse for the Space of Seven Days after being requested by the other Party to appoint such Surveyor (such Request being made to the Clerks of the respective Parties), then to the Satisfaction of the Surveyor to be appointed by the other of the said Parties.

CCXCI. And whereas the Line of the said Railway will cross the Turnpike Road leading from *Ashton-under-Lyne* in the said County of *Lancaster* to *Oldham* in the same County, near to the said Town of *Ashton-under-Lyne*, at a Part where the Line of the said Turnpike Road ascends the Side of a Hill or rising Ground; be it therefore enacted, That the said Railway Company shall and they are hereby required to erect and build a good, firm, and substantial Bridge to carry the said Turnpike Road over the said Railway at the Point where the same respectively cross, with substantial and proper Battlements or Fences and proper Approaches thereto, and to make and form the said Road over the said Bridge, and the said Approaches, so far as the Alterations shall extend, in a good and effectual Manner, and with firm and proper Walls, Slopes, or other Supports on the Sides thereof, in order effectually to uphold the Embankments intended to be made in forming the said Road and Approaches, and also to make, and erect the said Battlements or Fences of the said Bridge in a substantial Manner of the Height of Four Feet Six Inches at the least, and to make and erect good and sufficient Fences on the Sides of the said

Regulations
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Road,

Road, so far as the Alterations therein shall extend, of the Height of Four Feet Six Inches at the least, which said Bridge and Approaches thereto, so far as the Alterations shall extend, shall be made of the Width of Thirty-six Feet at the least within the said Battlements and Fences, and also to pave with good Sets of Stone or Blocks of Wood over the said Bridge, and make the said Approaches for the Width of Thirty Feet at the least for the Purpose of a Carriage Road, and put the said Approaches in as good a Condition by paving and macadamizing as the said Road is at present, and also to make a good and sufficient Footpath on One Side of the said Bridge and Approaches of the Width of Six Feet at the least; and the said Road and Approaches so to be made over the said Bridge shall rise uniformly, so that the Ascent on the said Road Northwardly from the said Bridge towards the Summit of the Hill, so far as the Alterations therein shall extend, shall not be less than One Foot in Height for every Ninety Feet in Length, and so that the Descent of the said Road from the said Bridge Southwardly shall not be steeper than One Foot in Height for every Thirty Feet in Length; and the said Railway Company shall and they are hereby required to repair and keep the said Bridge, Battlements, and Fences respectively in good Order and Condition for ever afterwards, and also shall and will, at their own Expence, make good and sufficient Drains or Culverts for the Purpose of draining and laying dry so much of the said Road as shall be altered as aforesaid; and the Alteration of the Surface of the Bed of the said Road shall be so made and formed to the Satisfaction of a Surveyor to be appointed by the said Company and the Trustees of the said Roads before the said Works are commenced, but in case such Surveyor be not appointed before the Commencement of such Works, the Alterations of the Surface of the said Road shall be made to the Satisfaction of Two Surveyors, One to be named by each Party or by their Umpire; and in case either of the said Parties shall neglect or refuse for the Space of Seven Days after being requested by the other Party to appoint such Surveyor (such Request being made to the Clerks of the respective Parties), then to the Satisfaction of the Surveyor to be appointed by the other of the said Parties.

For regulating crossing of the Manchester and Salterbrook Turnpike Road.

CCXCII. Provided always, and be it enacted, That in crossing the *Manchester and Salterbrook* Turnpike Road the Company shall not alter or contract the present Width thereof, nor shall the Level of the said Road be raised more than Two Feet Six Inches above its present Height, and the Rate of Inclination caused by the Alteration of the Level shall be continued from the centre Point of crossing uniformly for the Space of One hundred and eighty Yards towards *Ashton*, and for the Space of One hundred and twenty Yards towards *Staly Bridge*; and the said Company shall, at their own Expence, make good the said Road to the Satisfaction of the Surveyor of the said Trustees, so far as the same shall be disturbed.

Protection for crossing Turner Lane, in Ashton-under-Lyne.

CCXCIII. And be it enacted, That in case the said Railway shall be made to cross a Road in *Ashton-under-Lyne* called *Turner Lane* on the Level, then the said Company may raise the present Level of such Road for that Purpose, and shall not only provide Gates and Watchmen in the Manner generally required for level Crossings (the better

better to protect the heavy Traffic passing over such level Crossing), but they shall construct near to such level Crossing a Tunnel under the Railway of not less than Six Feet Six Inches in Height, and of sufficient Width for Passengers to pass through the same.

CCXCIV. And be it enacted, That the said Railway Company shall build a Bridge for carrying over the said Railway a Road in *Ashton Town* Division called *Carrier Lane*, not less than Twenty Feet in Width between the Parapet Walls, and the Approaches to the Bridge shall also be made of not less than the Width of Twenty Feet, and the Inclination of such Approaches may be made with an Inclination of One in Sixteen at the least; and the said Railway Company may divert and carry over the same Bridge a Road, which in the Plan of the said Railway deposited with the Clerk of the Peace is numbered 251; and in case of making the said Bridge the said Railway Company shall not be required to raise the Levels of the said Railway at or near such Bridge higher than the Level shown on the Section deposited along with the said Plan as aforesaid.

As to crossing Carrier Lane, and a Road, No. 251, in Ashton under-Lyne.

CCXCV. And be it enacted, That where the said Railway shall cross the Roads herein-after mentioned, in the Lands of the Honourable and Very Reverend the Dean and the Reverend the Canons of the College of *Christ in Manchester*, and also where the same shall cross several Roads to be formed as herein-after mentioned for the better Occupation of such Lands, the said Railway shall in each Case cross the said Roads by means of Bridges or level Crossings, with Gates and Stiles, to be erected and made by and at the Expence of the said Company; and every such Bridge which shall be made for carrying the said Railway over the said Roads or intended Roads shall be constructed with an Arch of Sixteen Feet in Height from the Surface of the Road to the Soffit of the Arch, except the Bridges in the several Pieces of Land marked 102 and 95 on the Plan of the said Railway deposited with the said Clerk of the Peace as aforesaid, each of which last-mentioned Bridges shall be constructed with an Arch Fourteen Feet in Height from the Surface of the Road to the Soffit of the Arch; and every Bridge to be made in the Lands of the said Dean and Canons shall be Seventeen Feet clear in Breadth between the Abutments, and be made, as far as practicable, drop-dry; and every such Bridge, in case it is constructed over the Railway, shall be constructed so as to leave a clear Breadth of Seventeen Feet between the Parapet Walls; and the said Bridges shall be built of Brick, Stone, Timber, or Iron, or any of them, and shall for ever after their Erection be kept in good and sufficient Repair and Condition by and at the Expence of the said Company; and One of such Bridges shall be erected over or across *Lamb Lane*, and at each of the Four following Places, for Communication between the said Lands divided by the said Railway, namely, a Road in the Piece of Land marked 88 in the said Plan, another in the said Piece of Land marked 90 in the said Plan, another on the Easterly Side of and adjoining the Towing Path of the *Rochdale Canal* in the Piece of Land marked 95 in the said Plan, and another in the said Piece of Land marked 102 in the said Plan; and the said Company shall make and for ever afterwards maintain level Crossings over the said Railway at the following

As to crossing Roads in Lands of the Dean and Canons of Christ College in Manchester.

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Places,

Places, namely, a level Crossing over *Old Lane* or the Road to *Baguley Fold*, another in the Piece of Land marked 120 in the said Plan, another in the Piece of Land marked 128 in the said Plan, and another in the Piece of Land marked 131 in the said Plan; and the said Company shall also make and provide a Road, of the Width of Ten Yards at least, from *Oldham Road* into the Piece of Land marked 21 in the said Plan, such Road to be made within Eighty-eight Yards from the Junction of the Easterly Side of *Lamb Lane* with the said Turnpike Road; or in lieu of the said Road the said Company shall, at their Option, erect a Bridge for the Occupation of the said last-mentioned Piece of Land, of the same Materials and Dimensions as are herein-before provided with respect to the Bridge to be erected in the said Piece of Land marked 88 in the said Plan; and the Bridges and level Crossings to be erected and made for the Occupation of the said Pieces of Land shall be made in such Situations as the said Dean and Canons shall appoint, consistent with preserving the Levels of the said Railway.

As to Lands on Lease to Trustees of Mr. Serjeant or Mrs. Bealey.

CCXCVI. And be it enacted, That if any Part of the Lands of the said Dean and Canons in Lease to the Trustees of *William Serjeant* or to *Mary Bealey* shall, on the Formation of the said Railway, be left on the Southerly Side thereof, the said Company shall either make and form a good and sufficient Road or Way, to be used for Farming Purposes, for Horses, Carriages, Cattle, and Passengers thereto, across any intermediate Lands belonging to the said Dean and Canons, from the nearest Bridge, paying for the Damages thereby occasioned, and for ever afterwards keep such Roads in good and sufficient Repair for the Purposes aforesaid, or otherwise the said Company shall, at their Option, be at liberty to purchase the Estate and Interest of the Lessees of and in such severed Lands, the Price thereof, in case of Difference between the Parties, to be ascertained and settled in the same Manner as is by this Act provided in Cases of Difference as to the Value of Lands required for the Purpose of the said Railway.

As to lowering Lamb Lane.

CCXCVII. And be it enacted, That if for the Purpose of constructing the said Bridge over or across *Lamb Lane* it shall be necessary to lower the Surface of the said Lane, the same may be lowered, but so nevertheless that the Fall or Rise in the Road to be occasioned thereby shall not exceed One Foot in Thirteen Feet; and if in order to construct any other of the said Bridges or level Crossings it shall be necessary to lower or raise the Surface of the Land, the same may be raised or lowered, but so that the Fall or Rise in the Ground to be occasioned thereby shall not exceed One Foot in Ten.

Not to make Railway on certain Parts of Lands of the said Dean and Canons.

CCXCVIII. Provided always, and be it enacted, That nothing herein contained shall authorize or empower or be construed to authorize or empower the said Company of Proprietors to take or use more of the Lands or Tenements of the said Dean and Canons, or their Lessees, than absolutely necessary for the Formation of the said Railway, and the Works and Stations thereof, excepting in the Cases of Severance herein-before provided for, unless required so to do by the said Dean and Canons, or their Lessees, under the Provisions herein contained in Cases where the Land shall be cut through
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and divided, nor to authorize or empower the said Company to make or burn any Bricks or Tiles upon the Lands of the said Dean and Canons, or their Lessees, for any other Use or Purpose whatsoever than for the Use of the said Company of Proprietors in the Formation of the said Works in the Townships of *Newton*, *Manchester*, and *Droylsden*, or any of them, but not elsewhere.

CCXCIX. And be it enacted, That nothing in this Act contained shall authorize the said Railway Company, except as herein is provided, to obstruct, stop up, or impede any Water, Waterway, Feeder, or Byewash leading to, from, across, over, under, into, or out of the Canal of the Company of Proprietors of the *Rochdale* Canal, or other Works of or belonging to the said Canal, to the Injury of the said Company of Proprietors thereof, nor to enable the said Railway Company, except at the Place of crossing the same Canal in the Township of *Newton* aforesaid, in any Manner to alter, remove, or disturb any of the Embankments of the said Canal, or to alter the Line or Level of the said Canal, or of the Towing Paths thereof, or to obstruct the Navigation of the said Canal or any Part thereof, or to interfere with, damage, or take any of the Wharfs, Towing Paths, Locks, Side Ponds, Bridges, Banks, or Feeders, or other Works of or belonging to the said Canal Company, or to take away, alter, or divert any of the Roads belonging to the said Canal, unless the said Railway Company shall previously make other good and as convenient Roads for the said Canal Company in lieu thereof, or to alter or prejudicially affect (except as herein is expressly provided) all or any of the Privileges, Powers, or Authorities vested in the said Company of Proprietors of the *Rochdale* Canal, without the Consent of the same Company under their Common Seal first had and obtained.

Not to interfere with the Rochdale Canal.

CCC. And be it enacted, That in making and forming the said Crossing of the said intended Railway over the said *Rochdale* Canal the said Railway shall not deviate from the Site of such Crossing as laid down in the Plans deposited with the Clerk of the Peace of the County of *Lancaster*, so as to prejudice or injure any of the Locks or other Works of the said Canal, nor so as to approach nearer than One hundred and five Feet to the Lock upon the said Canal immediately above the said Railway Crossing, without the Consent of the said Canal Company in Writing under their Common Seal first had and obtained, such One hundred and five Feet to be measured from the Heel of the lower Gate of the said Lock on the Towing Path Side thereof, along the Water Side of the Towing Path of the Canal, to a Point directly under the middle or central Line of the Railway, immediately over the Water Line of the said Towing Path; and the said Railway Company shall, at their own Expence, erect and construct in a proper and sufficient Manner, and to the Satisfaction of the Engineer for the Time being of the said Company of Proprietors of the *Rochdale* Canal, a good, firm, and substantial Bridge over the said Canal at the Place where the said Railway is intended to cross the same, with proper Approaches thereto, which Bridge shall be built of Brick, Stone, Iron, or Timber, or of some of those Materials, and shall not be of greater Breadth than Fifty Feet; and the Opening or Span of the Arch of the same Bridge shall be not less than Forty-one Feet

Not to deviate at crossing the said Canal.

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in Width (measured on the Square) between the Walls, Piers, or Supports or Abutments thereof; and the said Walls, Piers, or Supports or Abutments shall be placed parallel with the said Canal, and the Foundations of such Abutments shall be laid below the Bed of the said Canal, and the Spring of the Arch (in case there shall be an Arch) shall commence at a Point being not less than Nine Feet above the Surface of the Water, according to the High-water Level thereof, and the under Side of the Crown of the Arch shall be at least Twelve Feet above the same Water Level, and the Towing Path beneath the Bridge, and to the Extent of Ten Yards at least on each Side of the Bridge, shall be faced with a perpendicular Wall of good Masonry extending to the Level of the Bottom of the Canal; and the said Railway Company shall at all Times for ever after such Bridge shall be erected, built, and made keep the same and every future Bridge to be erected in lieu thereof (and all such future Bridges shall be of the like Dimensions, Capacity, and Materials as are hereinbefore mentioned) in good and complete Repair; and in case at any Time there shall be any Want of Repair thereto, and Notice thereof given by the principal Agent of the said *Rochdale* Canal Company to the said Railway Company, their Agent or Clerk, if the said Railway Company shall not for the Space of Six Days after such Notice commence such Repairs, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said *Rochdale* Canal Company from Time to Time to make all such Repairs thereto as they may think necessary; and all Expences thereof shall be repaid by the said Railway Company, upon Demand, and in default of such Payment the said *Rochdale* Canal Company shall and may sue for and recover the same against the said Railway Company by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*.

Company may contract Canal temporarily during building of Bridge.

CCCI. Provided always, and be it enacted, That the said Railway Company shall be at liberty and they are hereby authorized, during the Progress of constructing such Bridge over the said Canal, and of the necessary Repairs or Renewal thereof, from Time to Time to contract temporarily the Waterway of the said Canal, but so nevertheless that they shall be obliged to leave an open and uninterrupted navigable Waterway in the said Canal of not less than Twenty Feet for the said Waterway, and of a sufficient Height for Boats employed in the Traffic on the said Canal to pass along, and Five Feet for the said Towing Path, during the Period of constructing or repairing or renewing such Bridge.

Penalty for Stoppage of *Rochdale* Canal.

CCCII. And be it enacted, That if by or in execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works, or of any of the Slopes, Banks, or Walls of the said Railway near to the said Canal, or from any other Reason connected with the Formation of the said Railway or the future Repairs thereof, it shall happen that the said *Rochdale* Canal or the Towing Path thereof shall be so obstructed that Boats, Barges, or other Vessels navigating or using the said Canal shall not be able to pass along the same, or in case the navigable Waterway and Towing Path thereof, or the Space under the Bridge aforesaid, shall

shall at any Time be contracted to a less Width or Height than is herein-before prescribed; then and in any such Case, unless the said *Rochdale* Canal Company, by Writing under their Common Seal, shall have consented to such Obstruction or Contraction, the said Railway Company shall pay to the said *Rochdale* Canal Company, as or by way of ascertained Damages, the Sum of Ten Pounds for every Hour during which any such Impediment shall continue; and in case any of the said Impediments shall not continue for a full Hour, then a fractional Part of the said Penalties shall be paid for any Portion of an Hour after the first Half Hour during which any of the said Impediments shall exist; and in default of Payment of the said Sum, on Demand made on the Treasurer or Clerk of the said Railway Company, the said Company of Proprietors of the *Rochdale* Canal may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*: Provided always, that nothing herein contained shall authorize and empower the said Railway Company to obstruct, impede, or interfere with the navigable Waterway or the Towing Path of the said *Rochdale* Canal at any Time or in any Manner, without giving to the said *Rochdale* Canal Company, or their Clerk or Agent, Fourteen Days Notice of the Intention of the said Railway Company so as to obstruct, impede, or interfere with the same: Provided also, that nothing herein contained shall extend to prevent the said *Rochdale* Canal Company from recovering against the said Railway Company any special Damage that may be sustained by them on account of the Acts or Defaults of the said Railway Company, in respect of which the said Penalties are imposed; beyond the Amount of such Penalty or Penalties, and they are hereby authorized to sue for and recover such special Damage accordingly; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the said Railway Company, and any Action for special Damage shall be brought as above mentioned, then the said Penalty or Penalties so paid shall be deemed and considered as Payments on account of such special Damage, and Credit shall be given by the Court before whom such Action shall be tried for any Sum or Sums of Money so paid by the said Railway Company, and the same shall be deducted from the Amount of Damages to be recovered by the said Canal Company; and in case the Amount of Damages recovered shall not exceed the Sum or Sums so paid, then and in such Case Judgment shall be given for the said Railway Company; and no Action shall be maintainable by the *Rochdale* Canal Company against the said Railway Company for the Recovery of any Penalty or Penalties after Judgment shall have been obtained by them for any special Damage in respect of the Act or Acts for which such Penalty or Penalties would have been recoverable.

CCCIII. And be it enacted, That in case the said *Rochdale* Canal, or any of the Works or Property thereto belonging, shall at any Time hereafter, by or in the Execution of any of the Works by this Act authorized to be made, or in any future Repairs thereof, sustain any Injury whatsoever not herein-before provided for, and the said *Rochdale* Canal Company shall in consequence thereof be put to or incur any Costs, Charges, or Expences in or about the reinstating or repairing

Providing
for general
Injury to the
Rochdale
Canal.

of the said *Rochdale* Canal, or any of the Works or Property thereof, which shall sustain any such Injury as aforesaid, then and in every such Case the Costs, Charges, and Expences so as aforesaid incurred shall be repaid by the said Railway Company to the said *Rochdale* Canal Company, on Demand, and in default of such Payment the same may be recovered from the said Railway Company by Action of Debt or on the Case in any of the said Courts.

Saving Rights of Company of Proprietors of Manchester, Ashton-under-Lyne, and Oldham Canal, and preventing Obstruction to Canal.

CCCIV. And whereas the said Railway is intended to pass and be made in the Division of *Audenshaw* in the Parish of *Ashton-under-Lyne* in the County of *Lancaster* under a Branch of the *Manchester, Ashton-under-Lyne, and Oldham* Canal, there leading to *Hollinwood* in the County of *Lancaster*, and called the *Hollinwood or Oldham* Branch Canal, and it is expedient to provide against Obstructions being occasioned thereby to the free Navigation of the said Branch Canal; be it therefore enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the Canal Navigation from *Manchester* to or near *Ashton-under-Lyne* and *Oldham*, or empower the said Railway Company (except as herein-after mentioned) to alter the Line or Level of the said Branch Canal, or the Towing Path thereto, or any Part thereof, or to obstruct the Navigation of the said Branch Canal, or any Part thereof, or to divert any of the Waters therein, or which now supply the said Branch Canal, or to injure any of the Works of the said Branch Canal.

Regulating Construction of Opening, Archways, or Tunnel for carrying under Canal.

CCCV. And be it enacted, That in making and forming the said Railway under the said Branch Canal the said Railway Company shall and they are hereby required to construct and form the Opening, Archway, or Tunnel for conducting the said Railway under the said Branch Canal in a firm and substantial Manner, to the Satisfaction of the Engineer for the Time being of the said Company of Proprietors of the said Canal Navigation, and so that the Waterway of the Canal over such Opening, Archway, or Tunnel shall not be less than Five Feet deep in any Part thereof, and of an uniform Width of at least Sixteen Feet, and with good and sufficient Walls of Brick or Stone on each Side thereof, such Walls to be extended both Ways in a straight Line on each Side of the said Canal until the Waterway thereof shall be fully widened out to its present Width, and for the Space of at least Twenty Feet beyond the respective Abutments of the said Opening, Archway, or Tunnel, and so that the Towing Path of the said Canal shall be conducted on the Westerly Side of and immediately adjoining the Waterway thereof, and so far as the same shall be altered or diverted shall be at least Seven Feet wide, and shall be fenced on the outer Side thereof, so far as the said Opening, Archway, or Tunnel, or the Wing Walls thereof, shall extend, with a good, firm, and substantial Parapet Wall, of Brick or Stone, of at least Four Feet in Height for the whole Length thereof, and for the Remainder of such Diversion or Alteration with a good and substantial Fence of Wood of the same Height, and so that the Waterway of the said Canal be not contracted in Width, nor interfered with, or the Line of the said Towing Path altered or diverted for a greater Length in the

the whole than Ninety Feet; and the said Railway Company shall and they are hereby required for ever hereafter to maintain and keep the said Opening, Archway, or Tunnel, and the said Side Walls and Parapet Wall of the said Canal and Towing Path, in good and substantial Repair and Condition, and from Time to Time and at all Times hereafter, and as well during the necessary Repairs thereof as also during the Erection or Formation of any future Opening, Archway, or Tunnel in lieu thereof, well and effectually to preserve the said Branch Canal, and the Towing Path, Banks, and Works thereof, entire and free from Injury or Damage further than may be absolutely necessary to erect and maintain the said Tunnel, and then only on condition of making good any Damage to be thereby occasioned.

CCCVI. And be it enacted, That previously to the said Railway Company commencing the Formation of a Tunnel, Opening, or Archway under the said Branch Canal at *Audenshaw* aforesaid the said Railway Company shall and they are hereby authorized, if required so to do by the said Company of Proprietors of the said Canal Navigation, to make, cut, and form, at their own Costs and Charges, a temporary Side Canal for the Use of the Proprietors of the said Canal Navigation until such Tunnel shall be completed, with a Depth of Water of Five Feet at the Centre, and not less than Sixteen Feet wide at the Surface of the Water thereof, the same to be made, cut, and formed, with a Towing Path proper and sufficient for a temporary Canal, to the Satisfaction of the Engineer for the Time being of the said Company of Proprietors, and so that the same shall be at all Times during the Continuance thereof open, free, and uninterrupted, and kept in good Order, Repair, and Condition by and at the Costs and Expences of the said Railway Company; and in case of any Want of Repair thereto, and Notice thereof being given by the principal Agent or Engineer of the said Canal Company to the Clerk or Secretary of the said Railway Company, if the said Railway Company shall not for the Space of Three Days after such Notice commence such Repairs, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said Company of Proprietors of the said Canal Navigation from Time to Time to make all such Repairs thereto as they may think necessary, and to recover the Expences thereby incurred from the said Railway Company upon such and the same Manner as is herein-after provided with respect to the Costs and Charges and ascertained Damages to be paid by the said Railway Company in the event of their causing any Stoppage of the said Branch Canal.

CCCVII. And be it enacted, That when and so soon as any such Tunnel, Opening, or Archway shall be completed, and the said Canal and Towing Path formed and executed in the Manner herein-before prescribed, and to the Satisfaction of the Engineer of the Company of Proprietors of the said Canal Navigation, the said Railway Company shall, at their own Costs and Charges, remove and fill up the said Side Canal, so that the said Branch Canal, and the Towing Path and Works thereof, shall be restored; as nearly as may be, to their present State; but if the said Branch Canal shall not be so restored by the said Railway Company within Twelve Months from the Time of

Before Formation of Tunnel, Opening, or Archway is commenced a Side Canal to be provided, if required, for Use of Proprietors of Canal Navigation until Tunnel completed.

As soon as Tunnel, Opening, or Archway is completed, original Line of Canal to be restored.

commencing

commencing to make the said Tunnel, the said Company of Proprietors of the said Canal Navigation shall and may restore and make good the original Line of the said Branch Canal in such Manner as they may think proper, and shall and may recover the Expences thereby incurred from the said Railway Company in such and the same Manner as is herein-after provided with regard to the Costs, Charges, and ascertained Damages to be paid by the said Railway Company in the event of their causing any Stoppage of the said Branch Canal.

Providing
Remedy in
case of Ob-
struction to
Canal.

CCCVIII. And be it enacted, That if by reason of any Act or Omission of the said Railway Company, their Agents, Servants, or Workmen, in the Execution of any of the Works by this Act authorized to be made, or if by reason or in consequence of any of the said Works, when made, the said Branch Canal or the Towing Path thereof shall at any Time be so obstructed or hindered that Boats, Barges, or other Vessels using the same cannot pass along the same, or if by reason of such Works, or of any such Act or Omission as aforesaid, any Leakage be occasioned to the said Canal, or the Water thereof be let off, then and in any of such Cases it shall and may be lawful to and for the said Company of Proprietors of the said Canal Navigation, at the Costs and Charges of the said Railway Company, to remove, take, and put away such Obstruction or Impediment, and to repair and make good all Damages or Injury done to the said Navigation thereby, and that the said Railway Company shall pay to the said Company of Proprietors of the said Canal Navigation, as or by way of ascertained Damages, all Costs and Charges to be incurred as aforesaid, and the said Company shall also pay, as or by way of ascertained Damages, the Sum of Three Pounds for every Hour during which the absolute Stoppage to the said Traffic shall continue: Provided always, that if such Stoppage shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of any of the Servants of or Persons employed by the said Railway Company, then and in every such Case the said Railway Company shall pay to the said Company of Proprietors of the said Canal Navigation the Sum of Six Pounds for every Hour during which such Stoppage shall continue, to be computed from the Commencement of such Stoppage, as or by way of ascertained Damages; and in default of Payment of such Costs and Charges, or of such Sum or Sums, as the Case may be, on Demand thereof from the Treasurer of the said Railway Company, such Demand being made in Writing, and fully and accurately stating the Particulars thereof, any Two or more of Her Majesty's Justices of the Peace shall and they are hereby required, on Application by the said Company of Proprietors of the said Canal Navigation, or their Clerk or Clerks, or other Person authorized by them, by Warrant under the Hands and Seals of the said Justices, to cause the Amount thereof, in case the same shall not exceed the Sum of Fifty Pounds, to be levied by Distress and Sale of the Goods and Chattels of the said Railway Company, and to be paid to the said Canal Company, their Agent or Clerk, rendering the Overplus, if any, upon Demand, after deducting the reasonable Charges of making such Distress and Sale, to the said Railway Company; and in case the same shall exceed the Sum of Fifty Pounds the said Company of Proprietors of
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the said Canal Navigation may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of Her Majesty's Courts at *Westminster*; and the said Railway Company shall also make Compensation, as well to all other Parties navigating on the said Canal, for all Loss or Injury which they may sustain by the Obstruction or Delay occasioned by such Interruption or Stoppage as aforesaid, as also to the Owners and Occupiers of all Buildings, Lands, and Works which shall be injured or damaged by the breaking down of the said Canal, and the flowing of Water therefrom, in consequence of such Acts or Omissions as aforesaid.

CCCIX. Provided always, and be it 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 *Ashton-under-Lyne* Waterworks Company in virtue of an Act passed in the Fifth and Sixth Years of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for better supplying with Water the Town of Ashton-under-Lyne, and the Neighbourhood thereof, within the Parish of Ashton-under-Lyne in the County Palatine of Lancaster*, or otherwise, further than shall be necessary for making and maintaining the Works hereby authorized to be made, subject to the Provisions herein contained.

Saving
Rights of
Ashton Wa-
terworks
Company.

5 & 6 W. 4.
c. 61.

CCCX. And be it enacted, That the said Waterworks Company 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, maintaining, or altering the Works of the said Railway, that any of the Pipes of the said Waterworks Company, or their Tenants, should be altered, raised, removed, or relaid, the said Company hereby incorporated 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, One Month's 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 with Water is to be removed, which said Pipes shall be altered, raised, relaid, and removed by the said Waterworks Company out of the Funds arising 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; but in case the said Waterworks Company shall fail or neglect to do so it shall be lawful for the said Railway Company forthwith to alter, raise, lower, remove, or relay the same, and to do all such Acts as may be necessary or proper for such Purpose, and to exercise such Power or Authority for the doing thereof as the said Waterworks Company may possess, and shall pay and discharge all such Loss, Costs, Damages, and Expences which may be sustained as aforesaid; and if there shall be any Dispute between the said Waterworks Company and the Company of Proprietors hereby incorporated respecting the Amount of such Losses, Costs, Charges, Damages, and Expences, the same shall from Time to

Notice to be
given to Ash-
ton Water-
works Com-
pany pre-
vious to
altering
Pipes.

[Local.]

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Time,

Time, upon the Application of the said Waterworks Company, be ascertained and settled by Two Justices of the Peace for the said County of *Lancaster*, not being Shareholders in either of the said Companies; 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 Company hereby incorporated, the same shall and may be recovered, together with full Costs of Suit, from the said last-mentioned Company, by the said Waterworks Company, by Action of Debt or on the Case in any of Her Majesty's Courts at *Westminster*; and the Signature of the said Justices to the Amount so by them ascertained and settled as aforesaid shall be conclusive Evidence of the Amount of such Debt or Demand.

Water Pipes crossed by Railway to be arched over.

CCCXI. And be it enacted, That in every Case where the said Railway shall cross over any of the Pipe or Pipes of the said Waterworks Company now laid or to be laid in virtue of the said Act at any Time hereafter prior to the making of the said Railway, the said Company incorporated by this Act 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 Three Feet at the least, and the said Company hereby incorporated shall for ever hereafter keep the same Arches or Culverts, at their own proper Costs and Charges, in good and substantial Repair.

As to crossing Reservoir, No. 157, in Newton.

CCCXII. And be it enacted, That in making the said Railway over or across the Reservoir numbered 157 on the said Plans in the Township of *Newton* the same shall be constructed by means of Timber Gearing over the said Reservoir.

Other Reservoirs occupied by Mary Ann Orrell to be enlarged in proportion to any Part taken

CCCXIII. Provided also, and be it enacted, That the Company shall not take or use for the Purposes of the said Railway or otherwise any Part of any or either of the other Reservoirs in the Occupation of *Mary Ann Orrell*, mentioned in the said Schedule (K.), without enlarging such Reservoir or Reservoirs to a corresponding Extent on the opposite Side or other most convenient Part thereof, so and in such Manner that the said Reservoirs respectively may be as capacious after as before any Alteration thereof, such Enlargements respectively to be made as aforesaid to the Satisfaction of the Surveyor of the said *Mary Ann Orrell* or of Two Justices; and the Company are hereby authorized to make such Enlargements as aforesaid, making Compensation for the Damages done, as in other Cases; and the said Company shall make and maintain proper Drains of equal Section to those at present in use; and where the said Company shall remove or disturb any of the Water Drains, Soughs, Culverts, or Pipes upon the said Premises they shall substitute others of the like Nature and of equal Section to convey the Water from any of the said Reservoirs which

which shall be separated by the said Railway from the Bleach and Dye Works or Land occupied by the said *Mary Ann Orrell*, towards, unto, and into the said Bleach and Dye Works, for the Use, Benefit, and Advantage thereof.

CCCXIV. Provided always, and be it enacted, That the said Company shall make a level Crossing over or across the Railway in the Field numbered on the said Plan 170, in the Occupation of the said *Mary Ann Orrell*, sufficient for the passing and repassing of Carts and other Carriages, where the said Railway intersects the Surface in the said Field, for the Use, Benefit, and Advantage of the Owners and Occupiers of the said Field.

A Carriage-way to be made in the Field occupied by *Mary Orrel*, Schedule (K.) No. 170.

CCCXV. Provided always, and be it enacted, That the said Company shall not, in making or constructing the said Railway through any of the Lands and Premises described in Schedule (K.) to this Act annexed, numbered from 142 to 171, both inclusive, deviate so as to bring the centre Line of such Railway nearer to the Door in the South Front of *Culcheth Hall* than Sixty Yards, without the Consent of the Owners of such Lands and Premises.

Company not to deviate their Line so as to approach nearer *Culcheth Hall* than Sixty Yards.

CCCXVI. And for preventing any Obstruction to the Construction of the Railway, be it enacted, That if any Person wilfully obstruct any Person acting under the Authority of the Company in setting out the Line of the Railway, or pull up or remove any Poles or Stakes driven into the Ground for the Purpose of setting out the Line of the Railway, or deface or destroy any Marks made for the same Purpose, he shall forfeit Five Pounds for every such Offence.

Penalty for obstructing Construction of Railway.

CCCXVII. And be it enacted, That during the Execution of any Contract made with the Company the Works in course of being done under such Contract, and all the Materials of every Description brought upon or near such Works for the Purpose of being used in the Execution of such Contract, shall, in all Indictments or other Criminal Proceedings instituted by them for the Purpose of protecting the same, be held to be the Property of the Company.

Materials to vest in the Company for Purposes of Prosecution.

CCCXVIII. And for the Purpose of providing against Deficiencies in the Assessments for Land Tax or Poor's Rate occasioned by the making of the Railway in the several Parishes wherein the same or any Part thereof may be situate, be it enacted, That if the Company become possessed by virtue of this Act of any Lands charged with the Land Tax, or liable to be assessed to the Poor's Rate, the Company shall, from Time to Time until the Railway shall be completed and assessed to such Land Tax and Poor's Rate, be liable to make good the Deficiency in the several Assessments for Land Tax and Poor's Rate arising within such Parishes by reason of such Lands having been taken or used for the Purposes of the Railway; and such Deficiency shall be computed according to the Rental at which such Lands with any Building thereon were valued or rated at the Time of the passing of this Act; and on Demand of such Deficiency the Treasurer of the Company shall pay all such Deficiencies to the Collector of the said Assessments respectively; nevertheless, if at any Time

Land Tax and Poor's Rate to be made good.

Time the Company think fit to redeem such Land Tax, they may do so in accordance with the Powers in that Behalf given by the Acts for the Redemption of the Land Tax.

Railway to be completed in Seven Years.

CCCXIX. And be it enacted, That after the Expiration of Seven Years from the passing of this Act all the Powers hereby granted to the Company for executing the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall then be completed, and except such Powers as shall hereby be declared to be continued for a longer Period.

Tonnage on Articles of Merchandize.

CCCXX. And with respect to the Tolls to be levied for the Use of the Railway, be it enacted, That the Company may lawfully demand any Tolls not exceeding the following; (that is to say,)

1. In respect of the Tonnage of all Articles conveyed upon the Railway or any Part thereof, as follows:

For all Dung, Compost, and all Sorts of Manure, Lime, and Limestone, and all undressed Materials for the Repair of public Roads or Highways, *per Ton per Mile* not exceeding One Penny; and if conveyed by Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny:

For all Coals, Coke, Culm, Charcoal, and Cinders, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone, and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings, not manufactured into Utensils or other Articles of Merchandize, *per Ton per Mile* not exceeding One Penny Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny:

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Stones, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per Ton per Mile* Two-pence; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding Three Farthings:

For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandize, Fish, Articles, Matters, or Things, *per Ton per Mile* not exceeding Three-pence; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Penny:

And for every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform not belonging to the Company, *per Mile* not exceeding Sixpence; and a Sum of Two-pence *per Mile* for every additional Quarter of a Ton, or fractional Part of a Quarter of a Ton, which any such Carriage may weigh; and if any such Carriage be conveyed on a Truck or Platform belonging to the Company, an additional Sum *per Mile* not exceeding Two-pence:

2. In respect of Passengers and Animals conveyed in Carriages upon the Railway, as follows:

For any Person conveyed in or upon any such Carriage, *per Mile* not exceeding Two-pence; and if conveyed in or upon any Carriage

riage belonging to the Company, an additional Sum not exceeding One Penny Halfpenny :

For every Horse, Mule, Ass, or other Beast of Draught or Burden, and for every Ox, Cow, Bull, or Neat Cattle, conveyed in or upon any such Carriage, *per* Mile not exceeding Three-pence ; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Penny :

For every Calf or Pig, Sheep, Lamb, or other small Animal, conveyed in or upon any such Carriage, *per* Mile not exceeding One Penny ; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Farthing.

CCCXXI. And be it enacted, That the Toll which the Company may demand and receive for the Use of the locomotive Engines for propelling Carriages on the Railway shall not exceed Two-pence *per* Mile for each Passenger, or Three-pence for each Parcel or Package not exceeding Three Hundred Weight, or Four-pence for each Parcel or Package not exceeding Five Hundred Weight, and One Penny *per* Hundred Weight for all Weight over and above Five Hundred Weight, by the ordinary Passenger Trains, and not exceeding Two-pence for each Animal, and Four-pence for each Ton of Goods or other Articles, by the ordinary Luggage Trains; in addition to the several other Tolls or Sums by this Act authorized to be taken: Provided always, that nothing herein-before contained shall extend to any Case in which any special or extra Train may be required and allowed by the said Company.

Tolls for
propelling
Power.

CCCXXII. Provided always, and be it enacted, That in no Case, except where the Passenger shall be conveyed by a special Train, shall the whole Charge for the Conveyance of such Passenger in respect of the whole of the Tolls hereby authorized to be taken exceed Three-pence Halfpenny *per* Mile.

Limiting
Charge for
Passengers.

CCCXXIII. And be it enacted, That the following Provisions and Regulations shall be applicable to the fixing of such Tolls ; (that is to say,)

Regulations
as to the
Tolls.

For Articles or Persons conveyed on the Railway for a less Distance than Six Miles the Company may demand, in addition to the Tolls and Charges for Conveyance, a reasonable Charge for the Expence of stopping, loading, and unloading :

For a Fraction of a Mile beyond Six Miles or beyond any greater Number of Miles the Company may demand Tolls for such Fraction in proportion to the Number of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile :

For a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton :

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight :

[Local.]

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With

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, Ash, or Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity.

Tolls for
small Parcels
and great
Weights.

CCCXXIV. And with respect to small Packages, and single Articles of great Weight, be it enacted, That the Company may lawfully demand the Tolls following; (that is to say,)

For the Carriage of small Parcels (that is to say, Parcels not exceeding Five hundred Pounds Weight each,) the Company may demand any Sum which they think fit: Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

For the Carriage of any one Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand such Sum as they from Time to Time may think fit, not exceeding Sixpence *per Ton per Mile*:

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, the Company may demand such Sum as they think fit.

Passengers
Luggage.

CCCXXV. And be it enacted, That every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding Forty Pounds in Weight or Six Cubic Feet in Dimensions, without any Charge being made for the Carriage thereof.

Tolls to be
charged
equally.

CCCXXVI. And be it enacted, That all Tolls for the Use of the Railway shall be at all Times charged equally to all Persons, and after the same Rate, whether *per Mile* or *per Ton per Mile*, or otherwise, in respect of all Passengers, and all Goods, Animals, or Carriages of a like Description, and conveyed or propelled by a like Carriage or Engine; and that all Tolls for Carriages and the Use of locomotive Power shall be at all Times charged equally to all Persons, and after the same Rate, whether *per Mile* or *per Ton per Mile*, or otherwise, 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 of Railway under the like Circumstances; and no Reduction or Advance in any such Tolls for the Use of the Railway, or for Conveyance by the 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 Company or Person travelling upon or using the same Portion of the Railway.

Nothing to
prevent the
Manchester
and Leeds
Company

CCCXXVII. Provided always, and be it enacted, That in the event of the said Railway being let on lease to or becoming the Property of the said *Manchester and Leeds* Railway Company, nothing herein contained shall extend to prevent the said Company from fixing

fixing different Rates and Tolls for the Use of the Railway hereby authorized from those charged upon the Main Line of the *Manchester and Leeds* Railway.

from fixing different Rates, &c.

CCCXXVIII. And be it enacted, That neither the Company, nor any Person using the Railway as a Carrier, shall at any Time demand or take a greater Amount of Toll, or make any greater Charge for the Carriage of Passengers or Goods, than the Company are by this Act authorized to demand; and upon Payment of the Tolls from Time to Time demandable all Persons shall be entitled to use the Railway, with Engines and Carriages, properly constructed as by this Act directed, subject nevertheless to the Regulations to be from Time to Time made by the Company by virtue of the Powers in that Behalf herein conferred upon them.

Railway to be free on Payment of Tolls.

CCCXXIX. And with respect to the Collection of such Tolls, be it enacted, That such Tolls shall be paid to such Persons, and at such Places upon or near to the Railway, and in such Manner, and under such Regulations, as the Company shall, by Notice to be annexed to the Account or List of Tolls, appoint; and if, on Demand, any Person fail to pay the Tolls due in respect of any Goods, it shall be lawful for the Collector to detain and sell all or any Part of such Goods, and out of the Monies thence arising retain the Tolls payable in respect of such Goods, and all Charges and Expences of such Detention and Sale; and such Collector shall, upon Demand, render the Overplus, if any, of the Monies arising by such Sale, and such of the Goods as shall remain unsold, to the Person entitled thereto; and if such Goods happen to be removed before the Tolls payable in respect of the same be paid, then the Company may recover such Tolls by Action at Law.

Taking and Recovery of Tolls.

CCCXXX. And be it enacted, That every Person, being the Owner or having the Care of any Carriage passing or being upon the Railway, shall give to the Collector of the Toll, at the Places where he attends for the Purpose of collecting Tolls for the Part of the Railway on which such Carriage may have travelled or be about to travel, an exact Account in Writing signed by him of the Number or Quantity of Articles conveyed by such Carriage, and of the Point on the Railway from which such Carriage may have or may be about to set out, and at what Point the same is intended to be unloaded or taken off the Railway; and if the Articles conveyed by any such Carriage be liable to the Payment of different Tolls, then such Owner or other Person shall specify the respective Numbers or Quantities thereof liable to each or any of such Tolls and Charges; and if any such Owner or other such Person fail to give and deliver such Account, or to produce his Bill of Lading to such Collector demanding the same, or if he give a false Account, or if he leave or deliver out or take off any Part of his Lading or Goods at any other Place than shall be mentioned in such Account, with Intent to avoid the Payment of any Tolls payable by him, he shall for every such Offence forfeit to the Company a Sum not exceeding Forty Shillings for every Ton of Goods, or for any Parcel not exceeding One Hundred Weight, and so in proportion for any less Quantity of Goods than One Ton, or for any Parcel

Account of Lading, &c. to be given.

Penalty for not giving Account of Lading.

Parcel exceeding One Hundred Weight (as the Case may be), which shall be upon any such Carriage; and such Penalty shall be in addition to the Toll to which such Goods or Things may be liable.

Disputes as
to Amount
of Tolls
chargeable.

CCCXXXI. And be it enacted, That if any Dispute arise concerning the Amount of the Tolls due to the Company, or concerning the Charges occasioned by any Distress levied with reference thereto, the Collector or Person distraining may detain the Goods distrained, or (if the Case so require) the Proceeds of the Sale thereof, until the Amount of the Tolls due, or until such Tolls and the Amount of the Costs of such Distress, have been ascertained by some Justice; and upon Application made to any such Justice for that Purpose he shall examine the Matter upon Oath of the Parties or Witnesses, and determine the Amount of the Tolls due, and also the Amount of the Costs; and it shall be lawful for such Justice to award such Costs to be paid by either of the Parties to the other of them as he shall think reasonable, and if, on Demand thereof, such Costs be not paid by the Party ordered to pay the same, they shall be levied by Distress, and such Justice shall issue his Warrant accordingly.

Differences
as to
Weights, &c.

CCCXXXII. And be it enacted, That if any Difference arise between any Toll Collector or other Officer or Servant of the Company and any Owner of or Person having the Charge of any Carriage passing or being upon the Railway, or if any Articles conveyed by such Carriage, respecting the Weight, Quantity, or Nature of such Articles, such Collector or other Officer may lawfully detain such Carriage, and examine, weigh, gauge, or otherwise measure such Carriage, and all Articles conveyed thereby; and if upon such measuring such Articles appear to be of greater Weight or Quantity or of other Nature than shall have been stated in the Account given thereof, then the Person who shall have given such Account shall pay, and the Owner of such Carriage, or the respective Owners of such Articles, shall also, at the Option of the Company, be liable to pay, the Costs of such measuring; but if such Articles appear to be of the same or less Weight or Quantity than shall have been stated in such Account, then the Company shall pay such Costs, and they shall also pay to such Owner of or Person having Charge of such Carriage, and to the respective Owners of such Articles, such Damage (if any) as shall appear to any Justice, on a summary Application to him for that Purpose, to have arisen from such Detention.

Penalty on
Passengers
practising
Fraud on the
Company.

CCCXXXIII. And for preventing Frauds on the Company and other Carriers on the Railway, be it enacted, That if any Person travel in any Carriage of the Company, or of any other Company or Party using the Railway, without having previously paid his Fare, and with Intent to avoid Payment thereof, or if any Person, having paid his Fare for a certain Distance, knowingly and wilfully proceed in any Carriage of the Company, or of any other Company or Party using the Railway, beyond such Distance, without previously paying the additional Fare for the additional Distance, and with Intent to avoid Payment thereof, or if any Person knowingly and wilfully refuse or neglect, on arriving at the Point to which he has paid his Fare, to quit

quit the Carriage of the Company, or of any other Company or Party using the Railway, every such Person shall for every such Offence forfeit a Sum not exceeding Forty Shillings.

CCCXXXIV. And be it enacted, That if any Person be discovered either in or after committing or attempting to commit any such Offence as in the preceding Enactment mentioned, all Officers and Servants and other Persons on behalf of the Company, and all Constables, Gaolers, and Peace Officers, may lawfully apprehend and detain such Person until he can conveniently be taken before some Justice, or until he be otherwise discharged by due Course of Law.

Detention
of Offenders.

CCCXXXV. And in order to ascertain Distances with greater Precision and Facility, be it enacted, That the Company shall cause the Length of the Railway to be measured, and Posts or other conspicuous Objects to be set up and maintained along the whole Line thereof, at the Distance of One Quarter of a Mile from each other, with Numbers or Marks inscribed thereon denoting such Distances.

Milestones.

CCCXXXVI. And be it enacted, That a List of all the Tolls authorized by this Act to be taken, and which shall be exacted by the Company, shall be published by the same being painted upon One Toll Board or more in distinct Black Letters on a White Ground, or White Letters on a Black Ground, and by such Board being exhibited in some conspicuous Place on the Toll Gates or Toll Houses or Places where such Tolls shall be payable.

List of Tolls
to be exhib-
ited on a
Board.

CCCXXXVII. And be it enacted, That no Tolls shall be demanded or taken by the Company for the Use of the Railway during any Time at which the Boards herein-before directed to be exhibited shall not be so exhibited, or at which the Milestones herein-before directed to be set up and maintained shall not be so set up and maintained; and if any Person wilfully pull down, deface, or destroy any such Board or Milestone he shall forfeit a Sum not exceeding Five Pounds for every such Offence.

Tolls to be
taken only
whilst Board
exhibited
and Mile-
stones set
up.

CCCXXXVIII. And with respect to the Collectors of such Tolls, be it enacted, That every such Toll Collector shall place in the Front or on some other conspicuous Part of the Toll House or other Building where he shall be on Duty his Christian and Surname in legible Characters, and each of the Letters of such Names shall be at least Two Inches in Height and of a Breadth in proportion, and painted either in White Letters on a Black Ground or in Black Letters on a White Ground, and he shall continue the same so placed during the whole Time he is upon Duty.

Regulations
as to Toll
Collectors.

CCCXXXIX. And be it enacted, That every such Collector who shall commit any of the following Offences shall forfeit a Sum not exceeding Ten Pounds for each Offence; (that is to say,)

Penalties on
Toll Collec-
tor.

If he do not place such Board and keep the same in its Place during the whole Time he is on Duty:

[Local.]

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If he either refuse to permit any Person to read or in any way hinder any Person from reading the Inscription on such Board:

If he refuse to tell his Christian Name and Surname to any Person demanding the same who shall have paid or tendered the Tolls demanded of him, or if he give a false Name to any such Person:

If he demand or take a greater or less Toll from any Person than he shall be authorized to do by virtue of this Act, and of the Orders of the Company made in pursuance thereof:

If upon the legal Toll being paid or tendered he do unnecessarily detain or wilfully hinder any Carriage or any Person from passing upon the Railway:

If he make use of any scurrilous or abusive Language to any Passenger upon or to any Person lawfully using the Railway.

Toll Collector to be liable for wrongful Detention of Goods.

CCCXL. And be it enacted, That if at any Time it be made to appear to any Justice, upon the Complaint of the Company, that any such Detention and measuring of any Carriage or Goods, as herein-before mentioned, was without reasonable Ground, or that it was vexatious on the Part of such Collector or other Officer, then the Collector or other Officer shall himself pay the Costs of such Detention and measuring, and the Damage occasioned thereby; and in default of immediate Payment of any such Costs or Damage the same may be recovered by Distress of the Goods of such Collector, and such Justice shall issue his Warrant accordingly.

Delivery of Matters in possession or custody of Toll Collector at Removal.

CCCXLI. And be it enacted, That if any such Collector of Tolls be discharged or suspended from his Office, or die, abscond, or absent himself, and if such Collector so discharged or suspended, or the Wife, Widow, or any of the Family or Representatives of any such Collector so discharged or suspended, or who shall have died, absconded, or absented himself, refuse or neglect, after Seven Days Notice in Writing for that Purpose, to deliver up to the Company, or to any Person appointed by them for that Purpose, any Toll House, Dwelling House, Office, or other Building, with its Appurtenances, or any Books, Papers, or other Matters belonging to the Company, in the Possession or Custody of any such Collector at the Occurrence of any such Event as aforesaid, in right of his Appointment as Toll Collector, then, upon Application being made by the Company to any Justice, it shall be lawful for such Justice to order any Constable, with proper Assistance, to enter upon such Toll House or other Building, and to remove any Person found therein, and to take possession thereof, and of any such Books, Papers, or other Matters, and to deliver the same to the Company, or any Person appointed by them for that Purpose.

Power to lease the Railway.

CCCXLII. And whereas the Railway by this Act authorized to be made will be a Branch of the *Manchester and Leeds* Railway, which has been constructed and is maintained and regulated under and by virtue of the following Acts of Parliament; namely, an Act passed in the Sixth and Seventh Year of the Reign of His late Majesty King *William*

the Fourth, intituled *An Act for making a Railway from Manchester to Leeds*; an Act passed in the Seventh Year of the same Reign, intituled *An Act for enabling the Manchester and Leeds Railway Company to vary the Line of such Railway; and for amending and enlarging the Powers and Provisions of the Act relating thereto*; an Act passed in the Second and Third Year of the Reign of Her present Majesty, intituled *An Act for extending and for altering the Line of the Manchester and Leeds Railway, and for making Branches therefrom; and for amending the Acts relating thereto*; and another Act passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for enabling the Manchester and Leeds Railway Company to raise a further Sum of Money*; and might be worked by the *Manchester and Leeds Railway Company* with greater Economy and Convenience to the Public than by the Company by this Act incorporated; be it therefore enacted, That it shall be lawful for the said last-mentioned Company, with the Approbation of Three Fifths of the Votes of the Proprietors present, either personally or by Proxy, at some Meeting of the Company specially convened for the Purpose, such Meeting to be called by Advertisement inserted for Four consecutive Weeks in some one and the same Newspaper of the County from, in, through, or into which the Railway and Works authorized by this Act to be made passes, or if there be no Newspaper published in such County then in that of the nearest County wherein a Newspaper is published, and such Meeting to be held on a Day not earlier than Seven Days after the last Insertion of such Advertisement, to demise or lease, for such Consideration or annual Rent as they shall think proper, the Railway and other Works by this Act authorized to be made, unto the said *Manchester and Leeds Railway Company* for any Term which shall be agreed upon; and the said *Manchester and Leeds Railway Company* are hereby authorized, if they think proper, with the Approbation of Three Fifths of the Votes of the Proprietors in the said last-mentioned Company, present either personally or by Proxy at some Special General Meeting convened for the Purpose in manner herein-before mentioned, to enter into and accept such Lease, and such Lease shall entitle the said *Manchester and Leeds Railway Company* to the free Use and Enjoyment of the Railway by this Act authorized to be made, and the Works connected therewith; and during the Continuance of any such Lease all the Powers, Privileges, and Authorities granted to and which are or might be held, used, exercised, and enjoyed by the Company by this Act incorporated, or the Directors thereof, or their Officers, Agents, or Servants, under or by virtue of this Act, shall in like Manner and to the same Extent in all respects apply to and be held, used, exercised, and enjoyed by the said *Manchester and Leeds Railway Company*, and the Directors thereof, their Officers, Agents, and Servants, under the same Regulations and Restrictions as are granted or imposed by this Act upon the Company hereby incorporated; and it shall be lawful for the said *Manchester and Leeds Railway Company*, and the Company by this Act incorporated, to make and enter into any such Contract or Agreement for effecting the Purposes aforesaid, and for otherwise working and using the said Line, and for the Maintenance and Repair of the said Railway and other Works, as they the said Companies may deem advisable; and every

every such Contract may contain such Covenants, Clauses, Provisoos, and Conditions as the said Parties may mutually agree upon.

Enabling the Manchester and Leeds Railway Company to purchase the Line or an Interest therein.

CCCXLIII. And be it enacted, That it shall be lawful also for the said *Manchester and Leeds* Railway Company, by and with the Authority of Three Fifths of the Proprietors who may be present, either personally or by Proxy, at some General Meeting of the said last-mentioned Company specially convened for the Purpose in manner herein-before mentioned, to purchase, and for the Company by this Act incorporated, by and with a like Authority on the Part of the Proprietors in the said last-mentioned Company, to sell and transfer, the Undertaking by this Act authorized, or any Share or Interest therein, to the said *Manchester and Leeds* Railway Company, and whether before or after the Completion thereof (but subject to any existing Mortgages, Contracts, Agreements, or Liabilities affecting the same), and on the Completion of such Purchase, of which Completion a Transfer or Conveyance under the Corporate Seal of the Company hereby incorporated shall be sufficient Evidence, the said *Manchester and Leeds* Railway Company may have and hold the said Undertaking, or the Share therein purchased by them, and use, exercise, and enjoy, or participate in the Use, Exercise, and Enjoyment of all the Rights, Powers, and Privileges conferred by this Act on the said Company hereby incorporated; and for such Purpose it shall be lawful for the said *Manchester and Leeds* Railway Company, if they see fit, by and with such Authority as aforesaid, to create such an additional Number of Shares, and to borrow such Sum of Money, as may be necessary for completing such Purchase, or for constructing and working the said Railway by this Act authorized, provided the Amount to be raised by such additional Shares shall not exceed the Amount of Capital by this Act authorized to be raised for the Purposes of the said Undertaking, and that the Money so to be borrowed shall not exceed One Third the Amount of such Capital, and that no Money whatever shall be borrowed until One Half of the Money to be raised by Shares shall have been actually paid up: Provided always, that in the event of the whole of the Undertaking by this Act authorized being purchased by the said *Manchester and Leeds* Railway Company, then from and after the Completion of such Purchase the Company by this Act incorporated shall be dissolved and cease to exist, save and except as to the general Settlement of the Affairs of the said Company; and all Powers and Authorities which may become vested in the said *Manchester and Leeds* Railway Company by virtue of such Purchase may be exercised by them, and the Corporate Seal of the said *Manchester and Leeds* Railway Company used when necessary in reference thereto, in like Manner as though the said Undertaking formed Part of the said *Manchester and Leeds* Railway, and the said *Manchester and Leeds* Railway Company had been originally authorized to carry the same into effect, in lieu of the said *Ashton, Staley Bridge, and Liverpool Junction* Railway Company.

Company to regulate the Use of the Railway.

CCCXLIV. And for the Purpose of making Provision for regulating the Use of the Railway, be it enacted, That it shall be lawful for the Company from Time to Time, subject to the Provisions and Restrictions

Restrictions in this Act contained, to make Regulations for the following Purposes; (that is to say,)

For regulating the Mode by which and the Speed at which Carriages using the Railway are to be moved or propelled;

For regulating the Times of the Arrival and Departure of any such Carriages;

For regulating the loading or unloading of such Carriages, and the Weights which they are respectively to carry;

For regulating the Delivery of Goods and other Things which are to be conveyed upon such Carriages;

For preventing the smoking of Tobacco and the Commission of any other Nuisance in or upon such Carriages, or in any of the Stations or Premises occupied by the Company;

And generally for regulating the travelling upon or using or working of the Railway:

But no such Regulation shall authorize the closing of the Railway, or prevent the Passage of Engines or Carriages on the Railway at reasonable Times, except at any Time when, in consequence of any of the Works being out of repair, or from any other sufficient Cause, it shall be necessary to close the Railway or any Part thereof.

CCCXLV. And be it enacted, That for better enforcing the Observance of all or any of such Regulations it shall be lawful for the Company, subject to the Provisions of an Act passed in the Fourth Year of the Reign of Her present Majesty, intituled *An Act for regulating Railways*, to make Bye Laws, and from Time to Time to repeal or alter such Bye Laws, and make others, provided that such Bye Laws be not repugnant to the Laws of *England* or the Provisions of this Act; and such Bye Laws shall be reduced into Writing, and shall have affixed thereto the Common Seal of the Company; and any Person offending against any such Bye Laws shall forfeit for every such Offence any Sum not exceeding Five Pounds, to be imposed by the Company in such Bye Laws as a Penalty for any such Offence; and if the Infraction or Non-observance of any such Bye Law, or other such Regulation as aforesaid, be attended with Danger or Annoyance to the Public, or Hindrance to the Company, in the lawful Use of the Railway, it shall be lawful for the Company summarily to interfere to obviate or remove such Danger, Annoyance, or Hindrance, and that without Prejudice to any Penalty incurred by the Infraction of any such Bye Law.

Power to make Regulations by Bye Laws.
3 & 4 Vict.
c. 97.

CCCXLVI. And be it enacted, That the said Bye Laws shall be so framed as to allow the Justice before whom any Penalty imposed thereby may be sought to be recovered to order a Part only of such Penalty to be paid if such Justice shall think fit.

Bye Laws to be so framed as that Penalties may be mitigated.

CCCXLVII. And be it enacted, That the Substance of such last-mentioned Bye Laws, when confirmed or allowed according to the Provisions of any Act in force regulating the Allowance or Confirmation of the same, shall be painted on Boards, or printed on Paper and pasted on Boards, and hung up and affixed and continued on the Front or other conspicuous Part of every Station belonging to the Company, according to the Nature or Subject Matter of such

Publication of such Bye Laws.

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Bye

Bye Laws respectively, and so as to give public Notice thereof to the Parties interested therein or affected thereby; and such Boards shall from Time to Time be renewed as often as the Bye Laws thereon or any Part thereof shall be obliterated or destroyed; and no Penalty imposed by any such Bye Law shall be recoverable unless the same shall have been published or kept published in manner aforesaid.

Such Bye Laws to be binding on all Parties.

CCCXLVIII. And be it enacted, That such Bye Laws, when so confirmed, published, and affixed, shall be binding upon and be observed by all Parties, and shall be sufficient to justify all Persons acting under the same; and with respect to Proof of the Publication of any such Bye Laws, it shall be sufficient to prove that a printed Paper or painted Board, containing a Copy of such Bye Laws, was affixed and continued in manner by this Act directed, and in case of its being afterwards displaced or damaged then that such Paper or Board was replaced as soon as conveniently might be.

Engines to consume their Smoke.

CCCXLIX. And be it enacted, That every locomotive Steam Engine to be used on the Railway shall be constructed on the Principle of consuming its own Smoke; and if any Engine be not so constructed the Company or Party using such Engine shall forfeit Five Pounds for every Day during which such Engine shall be used on the Railway.

Engines to be approved by the Company, and Certificate of Approval given.

CCCL. And be it enacted, That no locomotive or other Engine, or other Description of moving Power, shall at any Time be brought upon or used on the Railway unless the same have first been approved of by the Company; and within Fourteen Days after Notice given to the Company by any Party desirous of bringing any such Engine on the Railway the Company shall cause their Engineer or other Agent to examine such Engine at any Place within Three Miles Distance from the Railway, to be appointed by the Owner thereof, and to report thereon to the Company, and within Seven Days after such Report, if such Engine be proper to be used on the Railway, the Company shall give a Certificate to the Party requiring the same of their Approval of such Engine; and if at any Time the Engineer or other Agent of the Company report that any Engine used upon the Railway is out of repair, or unfit to be used upon the Railway, the Company may require the same to be taken off, or may forbid its Use upon the Railway until after the same shall have been repaired to the Satisfaction of the Company; and upon the Engine being so repaired the Company shall give a Certificate to the Party requiring the same of their Approval of such Engine; and if any Difference of Opinion arise between the Company and the Owner of any such Engine as to the Fitness or Unfitness thereof for the Purpose of being used on the Railway, such Difference shall be settled by Arbitration.

Unfit Engines to be removed.

Penalties on Persons using improper Engines.

CCCLI. And be it enacted, That if any Person, whether the Owner or other Person having the Care thereof, bring or use upon the Railway any locomotive or other Engine, or any moving Power, without having first obtained such Certificate of Approval as aforesaid,

said, or if after Notice given by the Company to remove any such Engine from the Railway such Person do not forthwith remove the same, or if after Notice given by the Company not to use any such Engine upon the Railway such Person do so use such Engine without having first repaired the same to the Satisfaction of the Company, and obtained such Certificate of Approval, every such Person shall in any of the Cases aforesaid forfeit a Sum not exceeding Twenty Pounds, and in any such Case it shall be lawful for the Company to remove such Engine from the Railway.

CCCLII. And be it enacted, That no Carriage shall pass along or be upon the Railway (except in directly crossing the same, as herein authorized, for the Occupation of the respective Lands through which such Railway may be laid, or in passing along any Carriage Road crossing the Railway,) unless such Carriage be at all Times, so long as it shall be used or shall remain on the Railway, of the Construction and in the Condition which the Regulations of the Company for the Time being shall require; and if any Dispute arise between the Company and the Owner of any such Carriage as to the Condition thereof in reference to the then existing Regulations of the Company, such Dispute shall be settled by Arbitration.

Carriages to be constructed according to Company's Regulations.

CCCLIII. And be it enacted, That the Regulations from Time to Time to be made by the Company respecting the Carriages to be used on the Railway shall be drawn up in Writing, and be authenticated by the Common Seal of the Company, and shall be applicable alike to the Carriages of the Company and to the Carriages of other Companies or Persons using the Railway; and a Copy of such Regulations shall, on Demand, be furnished by the Clerk of the Company to any Person applying for the same.

Regulations to apply also to Company's Carriages.

CCCLIV. And be it enacted, That if any Carriage, not in the Condition which the Regulations of the Company for the Time being require, be made to pass or be upon any Part of the Railway (except as aforesaid), the Owner thereof, or any Person having for the Time the Charge of such Carriage, shall forfeit a Sum not exceeding Ten Pounds for every such Offence.

Penalty for using improper Carriages.

CCCLV. And be it enacted, That the respective Owners of Carriages using the Railway, and carrying Passengers or Goods for Hire, shall cause to be entered with the Clerk or other Officer of the Company appointed for that Purpose the Names and Places of Abode of the Owners of such Carriages respectively, and the Numbers, Weights, and Gauges of their respective Carriages; and such Owners shall also cause the same Particulars to be painted, and to remain so painted, in large White Capital Letters and Figures on a Black Ground, or Black Capital Letters and Figures on a White Ground, Two Inches in Height at the least, and of a suitable Breadth, on some conspicuous Part of the Outside of every such Carriage, so as the same may be always open to View; and whenever required by the Company, or by any Person appointed by them for that Purpose, every such Owner shall permit his Carriage to be weighed, measured, or gauged at the Expence of the Company.

Owner's Name, &c. to be registered and exhibited on Carriages.

CCCLVI. And

Penalties
with respect
to Carriages.

CCCLVI. And be it enacted, That if any Person offend in any of the following Particulars he shall forfeit a Sum not exceeding Forty Shillings for every such Offence; (that is to say,)

If any Person bring any such Carriage upon the Railway without having such Carriage previously weighed, measured, and gauged, and without having entered with the Clerk or Officer of the Company appointed for that Purpose the Weight, Measure, and Gauge thereof, with the Number thereof, and also the Name and Place of Abode of the Owner thereof;

If any Person bring on the Railway any Carriage without having such Name, Place of Abode, Number, Weight, and Gauge marked thereon in the Manner herein-before directed; or if any Person alter, erase, deface, or hide such Name, Place of Abode, Number, Weight, or Gauge, or any of them, or any Part thereof;

If any Person bring on the Railway any Carriage having a false Name, Place of Abode, Number, Weight, or Gauge marked thereon; or

If any Person refuse to permit or do not permit any such Carriage to be weighed, measured, or gauged as aforesaid.

Penalty for
Obstructions
by impro-
perly loading
Carriages.

CCCLVII. And for preventing any Collision between the Carriages travelling on the Railway, or any Obstruction to the Use of the Railway, be it enacted, That if the Loading of any Carriage using the Railway extend more than Thirty Inches beyond the Flanch or Lip of any Wheel thereof; and the Person having the Care of such Carriage do not forthwith remove such Loading upon Request made to him for the Purpose by some Officer of the Company, or if any Person having the Care of any Carriage or of any Goods or Things upon the Railway suffer the same or any Part thereof to remain on the Railway, so as to obstruct the Passage or working thereof, every such Person shall forfeit for every such Offence a Sum not exceeding Five Pounds for every Hour during which such Obstruction shall continue after the making of such Request, and so in proportion for any less Period than an Hour; and every such Penalty shall be imposed without Prejudice to any other Provision in this Act contained.

Removal of
Obstruc-
tions.

CCCLVIII. And be it enacted, That it shall be lawful for the Company to cause any such Carriage, Goods, or Things improperly loaded or improperly placed to be unloaded, if necessary, and to be removed in any Manner proper for preventing such Collision or removing such Obstruction, and to detain such Carriage, Goods, or Things, or any Part thereof, until the Expences occasioned by such unloading, Removal, or Detention be paid; and the Company shall not, nor shall any Agent or Officer of the Company, be liable for any Damage or Loss occasioned by any such unloading, Removal, or Detention, or for any Delay occasioned thereby, or in any other Way relating thereto, except for Damage wilfully or negligently done to any Carriage, Goods, or Things so unloaded, removed, or detained, nor shall they be liable for the safe Custody of any such Carriage or any Goods or Things so detained, unless the same be wrongfully detained by the Company or by such Agent or Officer, and then

only for so long a Time as the same shall have been so wrongfully detained.

CCCLIX. And be it enacted, That the respective Owners of Engines and Carriages passing or being upon the Railway shall be answerable for any Trespass or Damage done by their Engines or Carriages, or by any of the Servants or other Persons belonging to or employed by them, to or upon the Railway, or the Machinery or Works belonging thereto, or to or upon the Property of any other Person; and every such Servant or other Person may lawfully be convicted of such Trespass or Damage before any Justice of the Peace, either by the Confession of the Party offending, or upon the Oath of some credible Witness; and upon such Conviction every such Owner shall pay to the Company, or to the Person injured, as the Case may be, the Damage, to be ascertained by such Justice, so that the same do not exceed Fifty Pounds.

Owners
liable for
Damage by
Servants.

CCCLX. And be it enacted, That it shall be lawful for any Owner of an Engine or Carriage, who shall pay the Amount of any Damage caused by the Misfeasance or Negligence of any Servant or other Person employed by him, to recover the Amount so paid by him from such Servant or other Person by the same Means as the Company are enabled to recover the Amount of such Damage from the Owner of any Engine or Carriage.

Owners to
recover from
Servants.

CCCLXI. And be it enacted, That no Person shall be entitled to carry or to require the Company to carry upon the Railway any Aquafortis, Oil of Vitriol, Gunpowder, or any other Goods which in the Judgment of the Company may be of a dangerous Nature; and if any Person send by the Railway any such Goods without distinctly marking their Nature on the Outside of the Package containing the same, or otherwise giving Notice in Writing to the Book-keeper or other Servant of the Company with whom the same are left at the Time of so sending, he shall forfeit Ten Pounds for every such Offence.

Penalty for
bringing
dangerous
Goods on
Railway.

CCCLXII. And be it enacted, That if, through any Act, Neglect, or Default on account whereof any Person shall have incurred any Penalty imposed by this Act, any Damage to the Property of the Company shall have been committed by such Person, he shall be liable to make good such Damage, as well as to pay such Penalty.

Damage to
be made
good.

CCCLXIII. And be it enacted, That if any Person omit to shut and fasten any Gate set up across or at either Side of the Railway as soon as he, and the Carriage, Cattle, or other Animals under his Care, have passed through the same, he shall forfeit for every such Offence a Sum not exceeding Forty Shillings.

Penalty on
Persons
omitting to
fasten Gates.

CCCLXIV. And be it enacted, That in all Cases where any Damages or Charges are by this Act directed or authorized to be paid, and the Method of ascertaining the Amount thereof is not provided for, such Amount, in case of Nonpayment thereof, or of any Dispute respecting the same, shall be ascertained and determined by
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Provision for
Damages not
otherwise
provided for.

One or more Justices ; and when by this Act any Damages or Charges are directed to be paid, in addition to the Penalty for any Offence, the Amount of such Damages and Charges, in case of Nonpayment thereof, or of any Dispute concerning the same, shall be determined by the Justice or Justices by whom the Offender shall be convicted of such Offence ; and on Nonpayment of the Damages or Charges in any of the Cases aforesaid, on Demand, the same shall be levied by Distress, and such Justices shall issue their Warrant accordingly.

For ascer-
taining Com-
pensation.

CCCLXV. And for the Purpose of ascertaining and determining any such Compensation, Expences, Charges, or Damages, be it enacted, That any Justice of the Peace may summon any Person liable to pay the same to appear before him at a Time mentioned in such Summons, and at such Time, either on the Appearance or Default of the Party summoned to appear, to inquire into any such Compensation, Expences, Charges, or Damages, and to determine the same.

Justices to
examine
Parties and
Witnesses.

CCCLXVI. And be it enacted, That where in this Act any Question of Compensation or Damages is referred to the Determination of any Justice, it shall be lawful for such Justice to examine the Parties to such Question and their Witness on Oath, and to administer the Oaths necessary for that Purpose ; and the Costs of every such Inquiry shall be in the Discretion of such Justice ; and if either Party to any such Question fail to appear at the Time and Place appointed by the Justice for going into any such Question, without reasonable Excuse to the Satisfaction of such Justice, due Notice of such Appointment having been given to such defaulting Party, it shall be lawful for such Justice to proceed *ex parte*.

Distress
against the
Company.

CCCLXVII. And with respect to any Sum of Money under the Provisions of this Act adjudged by any Justice to be paid by the Company, for which no other Mode of proceeding is provided by this Act, be it enacted, That if such Money be not paid by the Company to the Party entitled to receive the same within Thirty Days after Demand thereof in Writing, stating the Order of the Justice for the Payment of such Money, the Amount may be recovered by Distress, and the Justice by whom such Sum of Money shall have been ordered to be paid, or any other Justice, on Application, shall issue his Warrant accordingly.

Distress
against the
Treasurer.

CCCLXVIII. And be it enacted, That if sufficient Goods or Effects of the Company cannot be found whereon to levy such Sum of Money the same may be recovered by Distress of the Goods of the Treasurer of the Company, and the Justice aforesaid, or any other Justice, on Application, shall issue his Warrant accordingly ; but no such Distress shall issue against the Goods of such Treasurer unless Seven Days previous Notice in Writing, stating the Amount so due, and demanding Payment thereof, have been given to such Treasurer, or left at his Residence.

Reimburse-
ment of the
Treasurer.

CCCLXIX. And be it enacted, That if such Treasurer pay any Money under such Distress as aforesaid he may retain the Amount

so paid by him, and all Costs and Expences occasioned thereby, out of any Money belonging to the Company coming into his Custody or Control, or he may sue for the same against the Company by Process of Law.

CCCLXX. And for the Purpose of providing for the due Publication of all Penalties and Forfeitures exigible under this Act, or any Bye Law of the Company affecting other Persons than the Shareholders, Officers, or Servants of the Company, be it enacted, That from Time to Time the Company shall publish the short Particulars of the several Offences for which any such Penalty is imposed by this Act, and of the Amount of every such Penalty, and shall cause such Particulars to be painted on a Board, or printed upon Paper and pasted thereon, and shall cause such Board to be hung up or affixed on some conspicuous Part of the principal Place of Business of the Company, and where any such Penalties are of local Application shall cause such Boards to be affixed in some conspicuous Place in the immediate Neighbourhood to which such Penalties are applicable or have reference; and such Particulars shall be renewed as often as the same or any Part thereof is obliterated or destroyed; and no such Penalty shall be recoverable unless it shall have been published and kept published in the Manner herein-before required.

Publication
of Penalties.

CCCLXXI. And be it enacted, That if any Person pull down or break or deface any such Board put up or affixed as required by this Act for the Purpose of publishing any Bye Law or Penalty, or shall obliterate any of the Letters or Figures thereon, he shall forfeit for every such Offence a Sum not exceeding Five Pounds, and he shall also defray the Expences attending the Restoration of such Board; and such Expences shall be recoverable as any Penalty by this Act imposed may be recovered.

Defacing
Boards used
used for
Publication.

CCCLXXII. And for the Purpose of providing for the Recovery of Penalties or Forfeitures imposed by this Act, or by any Bye Law made in pursuance thereof, the Recovery of which is not otherwise provided for, be it enacted, That every such Penalty or Forfeiture may be recovered by summary Proceeding, upon Complaint made before One or more Justices; and on the Complaint being made to any such Justice he shall issue a Summons requiring the Party complained against to appear, on a Day and at a Time and Place to be named in such Summons, and every such Summons shall be served on the Party offending, either in Person, or by leaving the same with some Inmate at his usual Place of Abode; and either upon the Appearance or upon the Default to appear of the Party offending it shall be lawful for any One or more Justices to proceed to the hearing of the Complaint, and that although no Information in Writing or in Print shall have been exhibited before them; and upon Proof of the Offence, either by the Confession of the Party complained against, or upon the Oath of One credible Witness or more, it shall be lawful for any One or more Justices to convict the Offender, and upon such Conviction to adjudge the Offender to pay the Penalty or Forfeiture incurred, as well as such Costs attending the Conviction as such Justices shall think fit.

Penalties to
be summarily
recovered
before One
or more
Justice.

CCCLXXIII. And

Penalties
may be levied
by Distress.

CCCLXXIII. And be it enacted, That if forthwith upon any such Adjudication as aforesaid the Amount of the Penalty or Forfeiture and of such Costs as aforesaid be not paid, the Amount of such Penalty and Costs, together with the Costs of the Distress, shall be levied by Distress, and such Justices or one of them shall issue their or his Warrant of Distress accordingly.

Imprison-
ment in
default of
Distress.

CCCLXXIV. And be it enacted, That it shall be lawful for the Justices to order any Offender so convicted as aforesaid to be detained and kept in safe Custody until Return can be conveniently made to the Warrant of Distress to be issued for levying such Penalty or Forfeiture and Costs, unless the Offender give sufficient Security, by way of Recognizance or otherwise, to the Satisfaction of the Justices, for his Appearance before them on the Day appointed for such Return, such Day being not more than Eight Days from the Time of taking such Security; but if before issuing such Warrant of Distress it shall appear to the Justices, by the Admission of the Offender or otherwise, that no sufficient Distress can be had within the Jurisdiction of such Justices whereon to levy such Penalty or Forfeiture and Costs, they may, if they think fit, refrain from issuing such Warrant of Distress; and in such Case, or if such Warrant shall have been issued, and upon the Return thereof such Insufficiency as aforesaid shall be made to appear to the Justices, then such Justices shall, by Warrant, cause such Offender to be committed to Gaol, there to remain without Bail for any Term not exceeding Three Months, unless such Penalty or Forfeiture and Costs be sooner paid and satisfied.

Application
of Penalties.

CCCLXXV. And with respect to the Application of any Penalties or Forfeitures recovered by virtue of this Act the Application whereof is not herein otherwise provided for, be it enacted, That the Justices by whom any such Penalty or Forfeiture shall be imposed shall award one Half thereof to the Informer, and the other Half to the Overseers of the Poor of the Parish in which the Offence shall have been committed, for the Benefit of the Poor of such Parish, or if the Place wherein the Offence shall have been committed shall be extra-parochial, then such Justices shall direct such Half to be applied for the Benefit of the Poor of such extra-parochial Place, or of any adjoining Parish or District, and shall order the same to be paid over to the proper Officer for that Purpose.

Penalties to
be sued for
within Six
Months.

CCCLXXVI. And be it enacted, That no Person shall be liable to the Payment of any Penalty or Forfeiture imposed by virtue of this Act for any Offence herein-before made cognizable before a Justice, unless the Complaint respecting such Offence shall have been made before such Justice within Six Months next after the Commission of such Offence.

Penalty on
Witnesses
making
default.

CCCLXXVII. And be it enacted, That it shall be lawful for any Justice to summon any Person to appear before him as a Witness in any Matter in which such Justice shall have Jurisdiction under the Provisions of this Act, at a Time and Place mentioned in such Summons, and to administer to him an Oath to testify the Truth in such

such Matter; and if any Person who shall be summoned as a Witness before any Justice touching any Offence committed against this Act, or any Matter in which such Justice shall have Jurisdiction by the Provisions of this Act, shall, without reasonable Excuse, refuse or neglect to appear at the Time and Place appointed for that Purpose, having been paid or tendered a reasonable Sum for his Expences, or if any Person appearing shall refuse to be examined upon Oath or to give Evidence before such Justice, every such Person shall forfeit a Sum not exceeding Five Pounds for every such Offence.

CCCLXXVIII. And with respect to Offenders whose Names and Residences are not known, be it enacted, That any Officer or Agent of the Company, and all Persons called by him to his Assistance, may seize and detain any Person who shall have committed any Offence against the Provisions of this Act, and whose Name and Residence shall be unknown to such Officer or Agent, and may convey him with all convenient Despatch before some Justice without any Warrant or other Authority than this Act, and such Justice shall proceed with all convenient Despatch to the hearing and determining of the Complaint against such Offender. Transient Offenders.

CCCLXXIX. And be it enacted, That the Justices before whom any Person shall be convicted of any Offence against this Act may cause the Conviction to be drawn up according to the Form in the Schedule (I.) to this Act annexed. Form of Conviction.

CCCLXXX. And be it enacted, That no Proceeding in pursuance of this Act shall be quashed or vacated for Want of Form, nor shall the same be removed by Certiorari or otherwise into any of the Superior Courts. Informalities.

CCCLXXXI. And be it enacted, That where in this Act any Sum of Money, whether in the Nature of Penalty or otherwise, is directed to be levied by Distress, such Sum of Money shall be levied by Distress and Sale of the Goods and Chattels of the Party liable to pay the same, and the Overplus arising from the Sale of such Goods and Chattels, after satisfying such Sum of Money and the Expences of the Distress and Sale, shall be returned, on Demand, to the Party whose Goods shall have been distrained. Distress how to be levied.

CCCLXXXII. And be it enacted, That no Distress levied by virtue of this Act shall be deemed unlawful, nor shall any Party making the same be deemed a Trespasser, on account of any Defect or Want of Form in the Summons, Conviction, Warrant of Distress, or other Proceeding relating thereto; nor shall such Party be deemed a Trespasser *ab initio* on account of any Irregularity afterwards committed by him, but all Persons aggrieved by such Defect or Irregularity may recover full Satisfaction for the special Damage in an Action upon the Case. Distress not unlawful for Want of Form.

CCCLXXXIII. And be it enacted, That if any Person shall think himself aggrieved by any Determination or Adjudication of any Justice, under the Provisions of this Act, he may appeal to the General Quarter Sessions for the County in which the Cause of Appeal shall Parties may appeal to Quarter Sessions on giving Security.

[Local.]

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have

have arisen; but no such Appeal shall be entertained unless it be made within Four Months next after the making of such Determination or Adjudication, and unless Ten Days Notice in Writing of such Appeal, stating the Nature and Grounds thereof, be given to the Party against whom the Appeal shall be brought; and unless the Appellant forthwith after such Notice enter into Recognizances, with Two sufficient Sureties, before a Justice, conditioned duly to prosecute such Appeal, and to abide the Order of the Court thereon.

Court to make such order as they think reasonable.

CCCLXXXIV. And be it enacted, That at the Quarter Sessions for which such Notice shall be given the Court shall proceed to hear and determine the Appeal in a summary Way, or they may, if they think fit, adjourn it to the following Sessions; and upon the hearing of such Appeal the Court may, if they think fit, mitigate any Penalty or Forfeiture, or they may confirm or quash the Adjudication, and order any Money paid by the Appellant, or levied by Distress upon his Goods, to be returned to him, and may also order such further Satisfaction to be made to the Party injured as they may judge reasonable, and they may make such Order concerning the Costs, both of the Adjudication and of the Appeal, as they may think reasonable.

Costs.

Provisions of 3 & 4 Vict. c. 97. and 5 & 6 Vict. c. 55. to be applicable to this Railway.

CCCLXXXV. And whereas by an Act of Parliament passed in the Fourth Year of the Reign of Her present Majesty, intituled *An Act for the better Regulation of Railways*, and by another Act passed in the Sixth Year of the Reign of Her present Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*, certain Provisions were enacted for the Supervision of Railways, and other Purposes; be it enacted, That the Provisions of the said recited Acts, except such of the same as shall be inapplicable to the Railway to be made by virtue of this Act, shall be in force in respect to the said Railway in the same Manner as if such Provisions were repeated and re-enacted in this Act in reference to the same.

Nothing herein to exempt Railway from Provisions of 1 & 2 Vict. c. 98.;

CCCLXXXVI. And be it enacted, That nothing in this Act contained shall be held to exempt the Railway hereby authorized to be made from the Provisions of an Act passed in the First and Second Years of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railway*.

nor from the Provisions of any general Act.

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

Interpretation of Act.

CCCLXXXVIII. And be it enacted, That in this Act the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

Words

Words importing the Singular Number shall include the Plural Number, and Words importing the Plural Number shall include the Singular Number ;

Words importing the Masculine Gender shall include Females ;

The Word " Month " shall mean Calendar Month ;

The Expression " Superior Courts " shall mean Her Majesty's Superior Courts of Record at *Westminster* ;

The Word " Oath " shall include Affirmation in the Case of Quakers, or other Declaration or Solemnity lawfully substituted for an Oath in the Case of other Persons exempted by Law from the Necessity of taking an Oath ;

The Word " Clerk " shall include the Word Secretary ;

The Word " Lands " shall extend to Messuages, Lands, Tenements, and Hereditaments of any Tenure ;

The Word " Sheriff " shall include Under Sheriff or other legally competent Deputy ; and where any Matter in relation to any Lands is required to be done by any Sheriff or by any Clerk of the Peace, the Expression " the Sheriff," or the Expression " the Clerk of the Peace," shall in such Case be construed to mean the Sheriff or the Clerk of the Peace of the County Palatine of *Lancaster* or his Deputy ;

The Word " Justice " shall mean Justice of the Peace for the County Palatine of *Lancaster*, and who shall not be interested in the Matter ;

The Expression " the Railway " shall mean the Railway and Works by this Act authorized to be made ;

The Expression " the Company " shall mean the Company incorporated by this Act ; and

The Expression " the Directors " shall mean the Directors of such Company.

CCCLXXXIX. And be it enacted, That this Act shall be a Public Act, Public Act, and shall be judicially taken notice of as such.

SCHEDULES referred to by the foregoing Act.

SCHEDULE (A.)

Form of Certificate of Share.

The Ashton, Staly Bridge, and Liverpool Junction Railway
Company.

Number

THIS is to certify, That *A. B.* of _____ is the Proprietor
of the Share, Number _____ of "The Ashton, Staly Bridge, and
Liverpool Junction Railway Company," subject to the Regulations of
the said Company. Given under the Common Seal of the said Com-
pany, the _____ Day of _____ in the Year of our
Lord _____

SCHEDULE (B.)

Form of Transfer of Shares.

I _____ of _____ in consideration of the Sum of
_____ paid to me by _____ of _____ do hereby transfer
to the said _____ Share [*or Shares*], numbered _____ in the
Undertaking called "The Ashton, Staly Bridge, and Liverpool Junction
Railway Company," to hold unto the said _____ his Executors,
Administrators, and Assigns, [*or Successors and Assigns*], subject to
the several Conditions on which I held the same at the Time of the
Execution hereof; and I the said _____ do hereby agree to
take the said Share [*or Shares*], subject to the same Conditions. As
witness our Hands and Seals, the _____ Day of _____

SCHEDULE (C.)

Form of Mortgage Deed.

The Ashton, Staly Bridge, and Liverpool Junction Railway
Company.

Mortgage, Number _____

By virtue of an Act passed, &c., intituled, &c., we, "The Ashton,
Staly Bridge, and Liverpool Junction Railway Company," in con-
sideration

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sideration of the Sum of _____ Pounds paid to us by *A.B.* of _____ do assign unto the said *A.B.*, his Executors, Administrators, and Assigns, the said Undertaking, and all the Tolls and Sums of Money arising by virtue of the said Act, and all the Estate, Right, Title, and Interest of the Company in the same, to hold unto the said *A.B.*, his Executors, Administrators, and Assigns, until the said Sum of _____ Pounds, together with Interest for the same at the Rate of _____ for every One hundred Pounds by the Year, be satisfied [the Principal Sum to be repaid at the End of _____ Years from the Date hereof (*in case any Period be agreed upon for that Purpose*)]. Given under our Common Seal, this _____ Day of _____ in the Year of our Lord _____

SCHEDULE (D.)

Form of Bond.

The Ashton, Staly Bridge, and Liverpool Junction Railway Company.

Bond, Number _____ £

By virtue of an Act passed, &c., intituled, &c., we, "The Ashton, Staly Bridge, and Liverpool Junction Railway Company," in consideration of the Sum of _____ Pounds to us in hand paid by *A.B.* of _____ do bind ourselves and our Successors unto the said *A.B.*, his Executors, Administrators, and Assigns, in the penal Sum of _____ Pounds.

The Condition of the above Obligation is such, that if the said Company shall pay to the said *A.B.*, his Executors, Administrators, or Assigns, on the _____ Day of _____ which will be in the Year One thousand eight hundred and _____ the Principal Sum of _____ Pounds, together with Interest for the same at the Rate of _____ Pounds per Centum per Annum, payable halfyearly on the _____ Day of _____ and _____ Day of _____ then the above-written Obligation is to become void, otherwise to remain in full Force. Given under our Common Seal, this _____ Day of _____ One thousand eight hundred and _____

SCHEDULE (E.)

Form of Transfer of Mortgage or Bond.

I *A.B.* of _____ in consideration of the Sum of _____ paid to me by *G.H.* of _____ do hereby transfer to the said *G.H.*, his Executors, Administrators, and Assigns, a certain Bond [or Mortgage], Number _____ made by "The Ashton, Staly Bridge, [Local.] _____ 46 Q _____ and _____

and Liverpool Junction Railway Company," to bearing
 Date the Day of for securing the Sum of
 and Interest [or, if such Transfer be by Endorsement, the
 within Security], and all my Right, Estate, and Interest in and to the
 Money thereby secured [and if the Transfer be of a Mortgage, and
 in and to the Tolls and Property thereby assigned]. In witness
 whereof I have hereunto set my Hand and Seal, this
 Day of One thousand eight hundred and

SCHEDULE (F.)

Form of Proxy.

A. B. of one of the Proprietors of "The Ashton, Staly
 Bridge, and Liverpool Junction Railway Company," doth hereby
 appoint *C. D.* of to be the Proxy of the said *A. B.*, in his
 Absence to vote in his Name upon any Matter relating to the Under-
 taking proposed at the Meeting of the Proprietors of the said Com-
 pany to be held on the Day of next,
 in such Manner as he the said *C. D.* doth think proper. In witness
 whereof the said *A. B.* hath hereunto set his Hand [or, if a Cor-
 poration, say, the Common Seal of the Corporation], the
 Day of One thousand eight hundred and

SCHEDULE (G.)

Form of Conveyance.

I of in consideration of the Sum of
 paid to me [or, as the Case may be, into the Bank of England, in the
 Name and with the Privity of the Accountant General of the Court
 of Chancery, ex parte "The Ashton, Staly Bridge, and Liverpool
 Junction Railway Company," (or to *A. B.* of and *C. D.* of
 Two Trustees appointed to receive the same)], pursuant
 to an Act passed, &c., intituled, &c., by the [here name the Company]
 incorporated by the said Act, do hereby convey to the said Company,
 their Successors and Assigns, all [describing the Premises to be con-
 veyed], together with all Ways, Rights, and Appurtenances thereto
 belonging, and all such Estate, Right, Title, and Interest in and to
 the same as I am or shall become seised or possessed of, or am by
 the said Act empowered to convey, to hold the Premises to the said
 Company, their Successors and Assigns for ever, according to the
 true Intent and Meaning of the said Act. In witness whereof I have
 hereunto set my Hand and Seal, the Day of
 in the Year of our Lord.

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SCHEDULE (H.)

Form of Conveyance on Chief Rent.

I of in consideration of the Rent-charge to be paid to me, my Heirs and Assigns, as herein-after mentioned, by "The Ashton, Staly Bridge, and Liverpool Junction Railway Company," established and incorporated by virtue of an Act passed, &c., intituled &c., do hereby convey to the said Company, their Successors and Assigns, all [*describing the Premises to be conveyed*], together with all Ways, Rights, and Appurtenances thereunto belonging, and all my Estate, Right, Title, and Interest in and to the same and every Part thereof, to hold the said Premises to the said Company, their Successors and Assigns for ever, according to the true Intent and Meaning of the said Act, they the said Company, their Successors and Assigns, yielding and paying unto me, my Heirs and Assigns, One clear yearly Rent of by equal quarterly [*or half-yearly, as agreed upon,*] Portions, henceforth on the [*stating the Days*], clear of all Taxes and Deductions. In witness whereof I hereunto set my Hand and Seal, this Day of in the Year of our Lord

SCHEDULE (I.)

Form of Conviction.

to wit.

BE it remembered, That on the Day of in the Year of our Lord A. B. is convicted before me C. D., One of Her Majesty's Justices of the Peace for the County of L. [*here describe the Offence generally, and the Time, Place, when and where committed*], contrary to the Ashton, Staly Bridge, and Liverpool Junction Railway Act, 1844. Given under my Hand and Seal, the Day and Year first above written.

C. D.

SCHEDULE (K.)

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
IN THE COUNTY PALATINE OF LANCASTER.				
<i>The Township of Newton in the Parish of Manchester.</i>				
1	The Manchester and Leeds Railway Company.	- - -	Themselves - -	Engine-house and Buildings.
2	Ditto - -	- - -	Ditto - -	Railways and Works.
7	The Dean and Chapter of the Collegiate Church of Christ in Manchester.	William Edward Lyette.	Nicholson Varley; Thomas Davies, Sub-tenant.	Stable and Barn.
8	Ditto - -	Ditto - -	John Flood; William Ingham, Sub-tenant.	Cottage.
9	Ditto - -	Ditto - -	John Flood and his Under-tenants, John Morton, John Mottershead, and William M ^c Murdy.	House, Three Cottages, and Garden.
10	Ditto - -	Ditto - -	Ditto - -	Cottage.
11	Ditto - -	Ditto - -	Ditto - -	Garden.
13	Ditto - -	George Gardner, Thomas Gardner, William Gardner, James Collier Harter, and William Harter, Executors of the late George Gardner, and their Under-lessees Frederick Needle and Ann Potter, or some or one of them.	George Furnifur, James Garratt, George Meek, and Ann Potter.	Four Cottages, Yards, and Gardens.
14	The Manchester and Leeds Railway Company.	- - -	John Lord and William Alderson.	Two Cottages and Yards.
19	The Dean and Chapter of the Collegiate Church of Christ in Manchester.	Thomas Ashworth -	Mary Houlton; Thomas Barningham, Sub-tenant.	Rope-walk, Workshop, and Shed.
22	Ditto - -	William Edward Lyette.	Nicholson Varley and his Under-tenants, Frederick Needle, Thomas Riding, and James Hargreaves.	Garden.
23	The Dean and Chapter of the Collegiate Church of Christ in Manchester.	George Gardner, Thomas Gardner, William Gardner, James Collier Harter, and William Harter, Executors of the late George Gardner, and their Under-lessee Frederick Needle, or some or one of them.	Benjamin Haslam, James Hargreaves, Thomas Riding, and Frederick Needle.	Four Cottages and Yards.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
24	The Dean and Chapter of the Collegiate Church of Christ in Manchester.	The Executors of the late George Gardner as aforesaid, and their Under-lessees Frederick Needle and Charles Wilson, or some or one of them.	Charles Wilson, Robert Willis, and Mary Gould.	Three Cottages and Gardens.
25	Ditto	The Executors of the late George Gardner as aforesaid, and their Under-lessees John Smith and James Wilson, or some or one of them.	John Ivison, William Walton, Robert Simpson, William Jones, James Barnes, John Emery, Josiah Boardman, George Barnes, George Hollis, William Eyre, William Cartwright, Matthew Brown, Mary Birch, and Charles Barnes.	Fourteen Cottages, Yards, and Out-buildings.
26	Ditto	The Executors of the late George Gardner as aforesaid, and their Under-lessee James Bradbury, or some or one of them.	Isaac Jones, David Swirles, Alice Dawson, and Mary Hall.	Four Cottages, and Yards.
27	Ditto	The Executors of the late George Gardner as aforesaid, and their Under-lessees John Smith and William Barnes, or some or one of them.	William Barnes and John Barnes.	Two Cottages, Workshops, Yards, and Gardens.
28	Ditto	The Executors of the late George Gardner as aforesaid, and their Under-lessee John Smith, or some or one of them.	John Smith, Matthew Knowles, and William Steele.	Two Houses, Stable Yards, Reservoir, and Gardens.
29	Ditto	The Executors of the late George Gardner as aforesaid, and their Under-lessees Jeremiah Hopwood, William Hopwood, and Eliza Hopwood, or some or one of them.	Eliza Hopwood	Beer-house and Gardens.
30	Ditto	The Executors of the late George Gardner as aforesaid, and their Under-lessee Thomas Dickenson, or some or one of them.	Thomas Leech, Thomas Galloway, John Thomas Cooper, One unoccupied.	Four Cottages, Yards, and Gardens.
31	Ditto	The Executors of the late George Gardner as aforesaid, and their Under-lessees James Howarth and Lucy Tetlow, or some or one of them.	Lucy Tetlow	House and Gardens.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
32	The Dean and Chapter of the Collegiate Church of Christ in Manchester.	The Executors of the late George Gardner as aforesaid, and their Under-lessees James Howarth and George Tetlow, or some or one of them.	Richard Asher, William Kirkwood, and John Little.	Three Cottages, Yards, and Gardens.
33	Ditto	The Executors of the late George Gardner as aforesaid, and their Under-lessee James Howarth, or some or one of them.	Robert Hawkins, George Sedgewick, Joseph Lever, John Wolstenholme, and John Wild.	Four Cottages, Beerhouse, Yards, Road, and Gardens.
35	Ditto	Thomas Ashworth and his Under-lessee John Little, or one of them.	Henry Little, Thomas Barningham, Martin Stanley, and John Little.	Four Cottages, Yards, and Gardens.
36	Ditto	George Gardner, Thomas Gardner, William Gardner, James Collier Harter, and William Harter, Executors of the late George Gardner, and their Under-lessee James Riding, or some or one of them.	Horatio Riding, John Matthison, and Stephen Dawson.	Two Cottages, Beerhouse, Gardens, and Yards.
37	Ditto	The Executors of the late George Gardner as aforesaid, and their Under-lessee William Bradshaw, or some or one of them.	Henry Croft, Charles Hall, and Jonathan Duckworth.	Three Cottages, Yards, and Gardens.
38	Ditto	The Executors of the late George Gardner as aforesaid, and their Under-lessees Garside Blomeley and Samuel Blomeley, or some or one of them.	James Blomeley junior	Cottage, Yard, and Garden.
39	Ditto	The Executors of the late George Gardner as aforesaid, and their Under-lessees Garside Blomeley and James Burton, or some or one of them.	James Burton	Cottage, Yard, and Garden.
40	Ditto	The Executors of the late George Gardner as aforesaid, and their Under-lessees Garside Blomeley and James Blomeley senior, or some or one of them.	James Blomeley senior	Cottage, Yard, and Garden.
41	Ditto	The Executors of the late George Gardner as aforesaid, and their Under-lessees Garside Blomeley and Martha Mills, or some or one of them.	John Wilson and Mary Hooley.	Two Cottages, Yards, and Gardens.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
43	The Dean and Chapter of the Collegiate Church of Christ in Manchester.	George Gardner, Thomas Gardner, William Gardner, James Collier Harter, and William Harter, Executors of the late George Gardner, and their Under-lessees Garside Blomeley and Richard Robinson, or some or one of them.	Richard Feneley and John Needham.	Two Cottages, Yards, and Gardens.
44	Ditto	The Executors of the late George Gardner as aforesaid, and their Under-lessees Garside Blomeley, Richard Robinson, and Thomas Tonge, or some or one of them.	Thomas Barnes, William Heyes, and Cato Fletcher.	Three Cottages, Yards, and Gardens.
45	Ditto	The Executors of the late George Gardner as aforesaid, and their Under-lessees Garside Blomeley and Samuel Blomeley, or some or one of them.	John Kershaw, James Leigh, and Samuel M'Murdy.	Three Cottages and Yards.
46	Ditto	The Executors of the late George Gardner as aforesaid, and their Under-lessees Garside Blomeley and James Burton, or some or one of them.	John Cockshott and John Burton.	Two Cottages and Yards.
47	Ditto	The Executors of the late George Gardner as aforesaid, and their Under-lessees Garside Blomeley and James Ashworth, or some or one of them.	William Boardman and John Mather.	Two Cottages and Yards.
48	Ditto	The Executors of the late George Gardner as aforesaid, and their Under-lessees Garside Blomeley and Hamlet Lowe.	Hamlet Lowe	Cottage, Yard, and Garden.
49	Ditto	The Executors of the late George Gardner as aforesaid, and their Under-lessee Garside Blomeley, or some or one of them.	Garside Blomeley and John Hampson.	Beer-house, Cottage, Garden, and Yard.
51	Ditto	The Executors of the late George Gardner as aforesaid, and their Under-lessees Garside Blomeley and Thomas Tonge, or some or one of them.	Thomas Tonge, John Taylor, Robert Burgess, Robert Dawson, John Hodgkinson, Christopher Heyes, David Frogget, and Margaret Davenport.	Eight Cottages, Yards, and Gardens.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
52	The Dean and Chapter of the Collegiate Church of Christ in Manchester.	The Executors of the late George Gardner as aforesaid, and their Under-lessees Garside Blomeley and Sarah Mills, or some or one of them.	Mary Walker, Mary Dyson, James Blomeley, William Burgess, and Sarah Mills.	Five Cottages and Yards.
53	Ditto	Samuel Mottershead, Trustee under the Will of the late Thomas Carter.	John Knott, Charles Walker, Joseph Frith, Jonathan Kaye, Thomas Cresswell, and William Hughes.	Six Cottages and Yards.
54	Ditto	The Executors of the late George Gardner as aforesaid, and their Under-lessee John Rigg, or some or one of them.	John Rigg, William Mather, John Walmsley, Aaron Jackson, John Collinson, William Kershaw, William Taylor, John Brownhill, Samuel Jones, William Shepherd, Joseph Smith, Joseph Whitehead, and John Parkinson.	Twelve Cottages, a Lumber Room, Yards, and Gardens.
55	Ditto	The Executors of the late George Gardner as aforesaid, and their Under-lessee John Rigg, or some or one of them.	John Parkinson	Garden.
57	Ditto	Thomas Ashworth	Mary Houlton	Barn, Stables, Yard, and Outbuildings.
58	Ditto	Ditto	Ditto	Public House and Frontage.
61	Ditto	John Greaves and Richard Hamlet, or one of them.	Albert Newton, Adam Horrocks, Elizabeth Williamson, Samuel Pollard, and Richard Hamlet.	Five Cottages and Yard.
62	Ditto	Thomas Ashworth	Mary Houlton	Garden.
63	Ditto	Thomas Ashworth	Mary Houlton, David Brooks, Under-tenant.	Garden.
64	Ditto	John Greaves and Jonathan Cheetham, or one of them.	Henry Wright, James Blackshaw, Mary Taylor, David Brooks, John Paton, William Drinkwater, Joseph Scholefield.	Six Cottages, Beer-house, Outbuildings, and Yards.
65	Ditto	John Greaves and his Under-lessees Jonathan Cheetham and Joseph Crook, or some or one of them.	David Brooks, John Paton, William Drinkwater, Joseph Scholefield, and Joseph Crook.	Street or Road.
66	Ditto	John Greaves and Joseph Crook, or one of them.	Joseph Crook	House, Shop, Outbuildings, and Yard.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
68	The Dean and Chapter of the Collegiate Church of Christ in Manchester.	John Greaves and Jonathan Cheetham, or one of them.	Joseph Sheldon, James Ratcliffe, William Thomas, Andrew and Joseph Aldred.	Four Cottages, Yards, Outbuildings, and Gardens.
69	Ditto	John Greaves	Richard Warburton, The Building Land unoccupied.	Coal-yard and Building Land.
70	Ditto	Ditto and William Bradshaw, or one of them.	Richard Warburton, Edward Robinson, Mary Williams, George Bradshaw, John Mather, Matthew Ashall, John Grundy, Thomas Chapman, James Thompson, and Thomas Stead.	Ten Cottages, Gardens, Yards, Outbuildings, and Roads.
71	Ditto	John Greaves and his Under-lessees William Bradshaw and Philip Lancashire, or some or one of them.	Thomas Stead, William Eckersley, William Little, and John Brandwood.	Street or Road.
72	Ditto	John Greaves and Philip Lancashire, or one of them.	William Eckersley, William Little, James Eckersley, Mary Roscoe, John Brandwood, James Margison, Charles Lancashire, and James Howarth.	Eight Cottages, Yards, Outbuildings, and Roads.
74	Ditto	John Greaves and Philip Lancashire, or one of them.	James Spencer, Ann Snell, Hannah Siddall, Joseph Wilson, and John Mather.	Five Cottages, Gardens, Yards, Outbuildings, and Roads.
75	Ditto	John Greaves and his Under-lessees Elizabeth Moody and Alice Wild.	Samuel Smith, John Lawe, Jonathan Kershaw, and Charles Hincliffe.	Four Cottages, Gardens, Yards, Outbuildings, and Roads.
76	Ditto	John Greaves and his Under-lessee Thomas Kemp, or one of them.	Thomas Kemp and Stuart Smethurst.	Two Cottages, Gardens, Yards, Outbuildings, and Roads.
77	Ditto	John Greaves and his Under-lessee Samuel Worsley, or one of them.	Emanuel Sheppard Winder.	House, Garden, Yard, Outbuildings, and Road.
78	Ditto	John Greaves and his Under-lessee John Leigh, or one of them.	Thomas Brownhill, Henry Banks, Richard Welch, unoccupied. Ditto and Joseph Ogden.	Six Cottages, Yards, Outbuildings, and Roads.
79	Ditto	John Greaves and his Under-lessee Joseph Kenyon, or one of them.	Thomas Crosby, John Hargreaves, James Whalley, Edward Turner, Anna Winn, Jeremiah Tottey, Thomas Davies, and Joseph Kenyon.	Eight Cottages, Gardens, Yards, Outbuildings, and Roads.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
80	The Dean and Chapter of the Collegiate Church of Christ in Manchester.	John Greaves and his Under-lessee Joseph Kenyon, or one of them.	Joseph Kenyon -	Outbuilding.
81	Ditto - -	Thomas Ashworth -	Mary Houlton, Joseph Kenyon, Under-tenant.	Garden and Outbuildings.
81 a	Ditto - -	Ditto - -	Mary Houlton and her Under-tenants, Joseph Kenyon, and Joseph Ogden.	Rope-walk, Workshop, Shed, and Road.
83	Ditto - -	John Smith - -	Peter Shawcross -	Slaughter-house.
84	Ditto - -	Ditto - -	John Smith - -	Public House.
85	Ditto - -	Ditto - -	Peter Shawcross and Jane Aldred.	Two Houses and Butcher's Shop.
86	Ditto - -	John Smith and his Under-lessees Alexander Oliver and Thomas Tonge.	Alfred Aldred, Robert Tonge, and William Coulson.	Three Cottages and Road.
87	Ditto - -	John Smith, Alexander Oliver, and George Brown.	John Fallows -	House.
94	Rochdale Canal Company.	- - -	- - -	Canal Lock, Towing-path, Bye-wash, and Land.
99	The Dean and Chapter of the Collegiate Church of Christ in Manchester.	George Briscoe and Thomas Greenhalgh, Executors of the late George Clay.	Elizabeth Pilkington -	House, Farm Buildings, Fold, Gardens, and Road.
114	Ditto - -	John Rigg - -	John Rigg and John Shaw, Peter Allcock, Robert Allen, Mary Counce, James Berry, And Three Cottages unoccupied.	Farm House, Outbuildings, Fold, Garden, Eight Cottages, Yards, and Roads.
115	Ditto - -	Ditto - -	Mary Counce -	Garden and Pond.
116	Ditto - -	Ditto - -	James Berry - -	Garden.
117	Ditto - -	Ditto - -	John Shaw - -	Ditto.
118	Ditto - -	Ditto - -	Peter Allcock - -	Ditto.
119	Ditto - -	Ditto - -	Robert Allen - -	Ditto.
129	Ditto - -	John Webster -	John Webster -	House, Outbuildings, Pleasure Grounds, Yards, and Roads.
142	Robert Bennett, Trustee and Executor of the late Samuel Barker.	John Christian Williamson.	John Christian Williamson.	Plantation.
143	Ditto - -	Ditto - -	Ditto - -	Garden and Greenhouse.
144	Ditto - -	Mary Ann Orrell -	Mary Ann Orrell -	Drying and finishing Mill in bleaching.
145	Ditto - -	Ditto - -	Charles Turner, James Wilkinson, and Samuel Cooke.	Garden.
146	Ditto - -	Ditto - -	William Shore, Joseph Wells, Samuel Cooke, Robert Hulme, and William Bowker.	Ditto.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
147	Robert Bennett, Trustee and Executor of the late Samuel Barker.	Mary Ann Orrell	William Shore, Joseph Wells, Samuel Cooke, Robert Hulme, William Bowker, Thomas Horrocks, John Dawson, William Seel, Adam Shore, John Hewitt, John Ditchfield, Job Goodier, James Yates, James Wilkinson, Charles Turner, and One unoccupied.	Twelve Cottages, Outbuildings, Yards, Waste Land, and Roads.
148	Ditto	Ditto	Job Goodier	Garden and Outbuildings.
149	Ditto	Ditto	James Yates	Garden.
151	Ditto	Ditto	William Seel	Ditto.
152	Ditto	Ditto	Alexander Cairns and Edward Dawson.	Two Dwellings, Shop, Yards, Outbuildings, and Garden.
153	Robert Bennett, Trustee and Executor of the late Samuel Barker.	Mary Ann Orrell	John Ditchfield	Garden.
154	Ditto	Ditto	Adam Shore	Ditto.
156	Ditto	Ditto	James Tomlinson, Hannah Drinkwater, Jemima Walmsley, John Parkinson senior, John Parkinson junior, John Bateman, John Lindley, George Ashworth, William Robinson, and Five unoccupied.	Fourteen Cottages, Gardens, Yards, Outbuildings, and Roads.
157	Ditto		Mary Ann Orrell	Reservoir.
158	Ditto		Ditto	Ditto.
161	Ditto		Ditto	Dye and Bleach Works and Two Reservoirs.
162	Ditto		Elijah Pollott	Yard.
163	Ditto		Ditto	Garden.
164	Ditto		Ditto	Field and Bleaching Ground.
165	Ditto	Mary Ann Orrell	Mary Ann Orrell	Drug-room, Stable, Reservoir, Road, and Land.
166	Ditto	Ditto	Thomas Yates	Cottage, Garden, Yard, and Outbuildings.
167	Ditto	Ditto	Mary Ann Orrell	Bleach and Dye Works, Reservoirs, Road, and Land.
170	Ditto	Ditto	Ditto	Field, Five Reservoirs, and Brook.
171	Ditto		Robert Shaw and James Andrew.	Two Cottages, Gardens, Brook, Yard, and Outbuilding.
174	Sebastian Nash		Daniel Knott, Robert Booth, Under-tenant.	Garden.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
175	Sebastian Nash	- - -	Robert Booth, James Howarth, and Two unoccupied.	Four Cottages, Yards, Outbuildings, and Frontage.
176	John Hall	- - -	William Walton, Thomas Hall, Joseph Gradwell, Joseph Hilton, and James Etchells.	Five Cottages, Yard, Outbuildings, and Roads.
177	Sebastian Nash	- - -	Daniel Knott, William Walton, Under-tenant.	Garden.
178	Ditto	- - -	Daniel Knott, Samuel Whitaker, Under-tenant.	Ditto.
179	Ditto	- - -	Daniel Knott, Thomas Hall, Under-tenant.	Ditto.
180	Ditto	- - -	Daniel Knott, Joseph Gradwell, Under-tenant.	Ditto.
181	Ditto	- - -	Daniel Knott, Joseph Hilton, Under-tenant.	Ditto.
182	Ditto	- - -	Daniel Knott, John Ward, Under-tenant.	Ditto.
184	Sarah Garside	- - -	Samuel Garside	Ditto.
185	Sebastian Nash	-	Richard Taylor, Robert Hampson, and William Pegg.	Drying Shed after Bleaching.
186	Ditto	- - -	Daniel Knott, Samuel Garside, Under-tenant.	Field, Reservoir, and Stack-yard.
190	Ditto	- - -	Richard Taylor, Robert Hampson, and William Pegg.	Part of Print Works.
191	Ditto	- - -	Ditto Richard Taylor and Robert Hampson.	Garden and Reservoir.

The Township of Failsworth in the Parish of Manchester.

3	George Matthew Hoare and Sebastian Nash.	- - -	Daniel Knott, Samuel Garside, Under-tenant.	Reservoir.
4	Ditto	- - -	Daniel Knott	Barn, Stables, Yard, and Outbuildings.
4 a	Sebastian Nash	- - -	Ditto	Yard, Outbuilding, and Land.
5	George Matthew Hoare and Sebastian Nash.	Richard Taylor, Robert Hampson, and William Pegg.	Richard Taylor, Robert Hampson, and William Pegg.	Part of Print Works.
6	Ditto	Ditto	Ditto	Print Works, Road, Land, Reservoir, and Goit.
7	Ditto	Ditto	Richard Taylor and Robert Hampson.	Two Houses, Out-houses, Garden, Reservoir, Yards, and Roads.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
<i>The Township of Droylsden in the Parish of Manchester.</i>				
3	John Wood	-	John Wood and William Wright.	Print Works, Land, and Reservoirs.
11	Edmund Taylor	-	Benjamin Shiers and his Under-tenant Daniel Knott.	Wood.
14	Edward Frere	-	Samuel Garside	Wood.
15	The Guardians of the Children of the late Joseph Wright Hulme, namely, Mary Ann Hulme and Charles Barrett.	-	Elizabeth Hulme	Field or Bleaching Ground and Reservoir.
17	Edward Frere	-	Samuel Garside	Wood and Brook.
19	Edward Dennison and Robert Josias Jackson Norreys, Trustees of the late Edward Greaves.	-	John Wharmby	Ditto.
20	Ditto	-	John Wharmby	Wood.
24	Ditto	-	Ditto	Wood and Brook.
25	Edward Frere, Esquire	-	Elizabeth Hulme	Ditto.
27	The Guardians of the Children of the late Joseph Wright Hulme, namely, Mary Ann Hulme and Charles Barrett.	-	Ditto	Reservoir.
28	Ditto	-	Ditto	Ditto.
33	Edward Frere, Esquire	-	Ditto	Wood and Brook.
35 a	Bartholomew Frere	-	John Greenhalgh	Ditto.
39	Ditto	-	Ditto	Garden.
45	The Earl of Stamford and Warrington.	Benjamin Bertenshaw	Benjamin Bertenshaw	Outbuilding.
48	Jane Kenyon	-	Jane Kenyon	Cottage.
49	George Bertenshaw	-	George Bertenshaw, John Lowe, Joseph Bertenshaw.	Three Cottages, Stable, Workshop, Gardens, Yard, and Road.

Division of Audenshaw in the Parish of Ashton-under-Lyne.

1	Edward Frere and the Guardians of the Children of the late Joseph Wright Hulme, namely, Mary Ann Hulme and Charles Barrett, or some or one of them.	-	Samuel Garside	Wood.
2	Ditto	-	Ditto	Ditto.
4	The Guardians of the Children of the late Joseph Wright Hulme, namely, Mary Ann Hulme and Charles Barrett.	-	Elizabeth Hulme	Field or Bleaching Ground, Reservoir, and Shed.

[Local.]

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
5	The Guardians of the Children of the late Joseph Wright Hulme, namely, Mary Ann Hulme and Charles Barrett.	- - -	Elizabeth Hulme -	Reservoir.
6	The Earl of Stamford and Warrington.	John Hyde - -	Ditto - -	Wood.
8	Ditto - -	Ditto - -	Ditto - -	Ditto.
9	Ditto - -	Ditto - -	Ditto - -	Plantation.
12	Ditto - -	Ditto - -	John Hyde - -	Wood.
14	Ditto - -	Ditto - -	Ditto - -	Plantation.
17	The Guardians of the Children of the late Joseph Wright Hulme, namely, Mary Ann Hulme and Charles Barrett.	- - -	John Bennett -	Old Canal, Basin, and Wharf.
18	John Bennett -	- - -	Ditto - -	Wharf.
20	Ditto - -	- - -	Ditto - -	Wood and Brook.
24	Ashton Canal Company.	- - -	- - -	Hollinwood Branch of the Ashton Canal, Towing-path, Bridge, Banks, and Slopes.
28 ^a	Bartholomew Frere -	- - -	Joseph Hilton -	Garden.
30	Ditto - -	- - -	Ditto, and his Under-tenants, Samuel Bardsley, Alice Heyes, John Howard, and One unoccupied.	Four Cottages, Garden, Plantation, Brook, and Outbuildings.
31	Ditto - -	- - -	Joseph Hilton, and his Under-tenants, Samuel Hilton, Joseph Wharmby, John Smith, John Standrin, William Thornley.	Five Cottages, Out-buildings, and Road.
32	Ditto - -	- - -	Joseph Hilton, Samuel Hilton, Under-tenant.	Gardens.
33	Ditto - -	- - -	Joseph Hilton, John Standrin, Under-tenant.	Ditto.
34	Ditto - -	- - -	Ditto - -	Ditto.
51	The Earl of Stamford and Warrington.	William Turtle and John Turtle, Trustees under the Will of the late John Ashton, Henry Ashton, Executor, and Sarah Oldham, Executrix, under the same Will.	Benjamin Scholefield	House, Farm, Buildings, Fold, Gardens, and Road.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
<i>Ashton Town Division in the Parish of Ashton-under-Lyne.</i>				
24	The Earl of Stamford and Warrington.	Henry Gartside, John Gartside, James Hampson Gartside, and John Gartside, as Guardian for Thomas Platt (an Infant).	Philip Baker	Shed.
35	Ditto	-	Thomas Dickson, Peter Marvel, Edward Hanson, Thomas Walker, William Wild, Thomas Ogden, George Platt, and One unoccupied.	Five Cottages, Three Stables, Three Gardens, Farm Buildings, and Yard.
39	Ditto	-	John Lees, James Lees, Joseph Lees, James Lees, John Lees, David Lees, John Booth.	Yards, Roads, Reservoir, Land, Tram-roads, Coal Staiths, Weighing Machine, Offices, Stable, Coke-kiln, Shed, Chimney, and Building.
41	Ditto	-	Jeremiah Seel, and Joseph Herod, Under-tenant.	Garden.
42	Ditto	-	Jeremiah Seel, and James Grimshaw, Under-tenant.	Ditto.
43	Ditto	-	Jeremiah Seel, and Joseph Herod and James Grimshaw.	Occupation Road to Gardens.
44	Ditto	-	Jeremiah Seel	Garden.
45	Ditto	-	Ditto	Outbuilding.
46	Ditto	-	Jeremiah Seel, and Charles White, Under-tenant.	Rope-walk and Shed.
47	Ditto	-	James Hague	Garden, Hat Manufactory, and Outbuilding.
54	John Ashley Warre	-	Thomas Seel	Garden.
56	Ditto	-	Abel Williamson	Waggon-yard.
57	Ditto, and John Newton, Sarah Newton, Isaac Newton, Robert Newton, and Samuel Newton.	-	Thomas Kelsall, Joseph Jackson, James Hulme, Samuel Newton, Daniel Walker, Mary Kershaw, Joseph Eckersley, John Hulme, John Wardle, Samuel Ratcliffe, George Oakes, Joseph Hampson, and One unoccupied.	Thirteen Cottages, Yards, Passages, Roads.
57a	The Owners of Property numbered 57 and 54 in this Division.	-	Themselves and their Tenants, Occupiers of the same Numbers.	Street.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
58	John Ashley Warre and John Broadbent, Joseph Hilton, William Platt, Christopher Bolton, William Rushton, John Taylor, George Saville, George Coop, William Bardsley, David Hibbert, James Duke, Samuel Butterworth, and John Cryer, Trustees of the Wellington Road Meeting-room.			Wellington Road Meeting-room, Yard, Out-buildings, and vacant Building Land.
59	John Ashley Warre and Samuel Leech.		Samuel Leech, James Andrew, John Finnigan,	Three Cottages, Yards, Court, Laundry, Stable, Coal-house, vacant Building Land, Garden, and Out-buildings.
59a	The Owners and Occupiers of Premises numbered 57, 58, 59, 62, 63, 64, in this Division.		Themselves and their Tenants, Occupiers of the same Premises respectively.	Street.
60	John Ashley Warre and Abraham Walker, John Miller, Isaac Miller, George Hollingworth, John Hollingworth, William Dobson, Alexander M'Wire, John Strongitharm: Stanley, William Ledward, Edward Taylor, William Garside, William Chambers, Samuel Truesdale, Trustees of the Independent Methodists Sunday School.			Independent Methodists Sunday School, vacant Building Land, and Road.
61	Ditto		Ann Meeks	Timber-yard.
62	John Ashley Warre and George Siddall.		George Siddall, Abraham Fitton, Thomas Barber.	House, Shop, Two Cottages, Workshop, Shippens, Lumber-room, Yards, Stable, Piggery, Roads, and Outbuildings.
63	John Ashley Warre and Thomas Seel.		Thomas Seel, John Robinson, James Taylor.	House, Shop, Two Cottages, Shippon, Hayshed, Piggeries, Roads, Plantation, Yards, and Out-buildings.
64	John Ashley Warre and John Lord.		John Lord, Betty Williamson, George Mercer.	Three Cottages, Yards, Outbuildings, and Road.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
65	John Ashley Warre and Thomas Wild.	- - -	James Wilcock, Joseph Cook.	Two Cottages, Yards, Outbuildings, and Passage.
66	John Ashley Warre and Susanna Belk.	- - -	Michael Quin, George Moss, unoccupied, Ann Horton, Elizabeth Liversedge, Jonathan Wild, Thomas Walton, William Johnson, William Hilton, Mary Crawshaw, John Fitton, Jonathan Lister, William Redfearn, Mary Walker, Robert Ingham, and Two unoccupied.	Seventeen Cottages, Outbuildings, Yard, and Road.
70	Earl of Stamford and Warrington.	James Lees, Mary Ogden, Elizabeth Lees, Sarah Maria Lees.	Samuel Leech, and Jacob Scholes, Under-tenant.	Cottage and Garden.
71	Ditto - -	Ditto - -	Samuel Leech, and Amy Backhouse, Under-tenant.	Ditto.
72	Ditto - -	Ditto - -	John Lord - -	Shippon, Yard, and Garden.
73	Ditto - -	Ditto - -	James Buckley, and Betty Buckley, Under-tenant.	Two Cottages, Piggery, and Gardens.
74	Ditto - -	Ditto - -	John Warren and Nelson Warren.	Garden.
75	Ditto - -	Ditto - -	Ditto, and John Atkinson, Under-tenant.	Cottage, Garden, and Road.
76	Ditto - -	Ditto - -	James Buckley -	Garden and Summerhouse.
77	Ditto - -	Ditto - -	George Walker -	Gardens, Cottage, Duck-yard, and Outbuildings.
78	Ditto - -	Ditto - -	George Walker, James Buckley, Frederick Blomley Wild, John Warren, Nelson Warren, and Jacob Scholes, Under-tenant, John Howard, Nathan Lomas, William Scholes, James Parkinson.	Occupation Road to Gardens.
79	Ditto - -	Ditto - -	William Scholes -	Garden and Summerhouse.
80	Ditto - -	Ditto - -	James Parkinson -	Ditto.
81	Ditto - -	Ditto - -	Ditto - -	Ditto and Buildings.
81 ^a	Ditto - -	Ditto - -	Joshua Wings -	Garden and Summerhouse.
82	Ditto - -	Ditto - -	Samuel Ibbetson -	Cottage, Garden, Road, and Yard.

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No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
83	Earl of Stamford and Warrington.	James Lees, Mary Ogden, Elizabeth Lees, Sarah Maria Lees.	Ernest Barlow, and Joseph Wilcock, Under-tenant.	Cottage, Garden, and Summer-house.
84	Ditto - -	Ditto - -	Thomas Rose - -	Garden, Shed, and Summer-house.
85	Ditto - -	Ditto - -	Silas Dean - -	Garden and Summer-house.
86	Ditto - -	Ditto - -	Joseph Dean - -	Ditto.
87	Ditto - -	Ditto - -	Joshua Wood, and Cornelius Ferrand, Under-tenant.	Cottage, Gardens, Outbuildings, and Road.
88	Ditto - -	Ditto - -	The Occupiers of Premises numbered 71, 72, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, in this Division, and John Mellor, Nathaniel Littler, Bentley Andrew, Joshua Wings, John Dransfield, John Woods, Samuel Newton, Widow Standring, Joshua Wood, Joseph Brierley, Simeon Kirks, Jacob Kitchen, John Wilde, William Boyer, William Henshaw, and John Latus, Samuel Gordon, John Sutcliffe, Jonathan Walmsley.	Occupation Road to Gardens.
89	Ditto - -	- -	Samuel Collins, and William Meeks, Under-tenant.	Cottage, Garden, Yard, Outbuildings, and Brook.
90	Ditto, and Isaac Miller.	- -	Isaac Miller, Samuel Butterworth, John Bradley.	House and Shop, Two Cottages, Stable, Harse-house, Piggeries, Cart-shed, Outbuildings, Yard, and Road.
91	Earl of Stamford and Warrington.	- -	Samuel Collins, and John Bradley, Under-tenant.	Garden, Piggery, and Lumber-shed.
92	Ditto - -	- -	Samuel Collins, and John Shaw, Under-tenant.	Part of Garden.
92a	Ditto - -	- -	Samuel Collins, and John Shaw, Under-tenant.	Part of Garden.
93	Ditto - -	- -	John Shaw, and Ralph Woolley, Under-tenant.	Garden.
94	Ditto - -	- -	Jeremiah Street - -	Garden.
95	Ditto - -	- -	Samuel Collins, and George Orme, Under-tenant.	Hot-house, Summer-house, Outbuilding, and Garden.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
96	Earl of Stamford and Warrington.	-	John Bradley	Garden.
97	Ditto	-	Jonathan Blackshaw	Ditto.
98	Ditto	-	The Occupiers of Premises numbered 92, 93, 94, 95, 96, 97, 99, 100 in this Division.	Occupation Road.
99	Ditto	-	John Ingham	Garden.
100	Ditto	-	Samuel Collins, and James Kenworthy, Under-tenant.	Cottage, Garden, Outbuildings, and Road.
103	Ditto	Sarah Heap, Executrix of John Smith deceased.	James Travis	Cottage and Garden.
104	Ditto	-	Ashton - under - Lyne Waterworks Company and John Wilde.	Occupation Road to Waterworks.
108	Ditto	Sarah Heap, Executrix of John Smith deceased.	Samuel Howarth	Hat Manufactory, Road, Cottage, and Yard.
109	Ditto	Ditto	Thomas Wood, Samuel Travis, and James Travis.	Three Cottages, Coal-house, Manure Recess, and Roads.
110	Ditto	Ditto	Thomas Wood	Piggeries and Road.
111	Ditto	Ditto	James Travis	Garden.
112	Ditto	Ditto	Samuel Travis	Ditto.
113	Ditto	Ditto	Thomas Wood	Ditto.
114	Ditto	-	Samuel Collins, and Joseph Stockport, Under-tenant.	Ditto.
115	Ditto	-	Ditto	Ditto.
116	Ditto	-	Samuel Collins, and Ernest Barlow, Under-tenant.	Garden, Outbuilding, and Hot-house.
117	Ditto	-	Samuel Collins, and John Rothwell, Under-tenant.	Garden and Summer-house.
118	Ditto	-	Unoccupied	Garden and Outbuilding.
119	Ditto	-	Samuel Collins, and Benjamin Broadbent, Under-tenant.	Garden and Summer-house.
121	Ditto and Alfred Bardsley.	-	Alfred Bardsley, Thomas Richardson, Sarah Bardsley, William Slater, Thomas Perry.	House and Shop, Four Cottages, Piggery, Yards, Roads, Outbuildings, and vacant Building Land.
122	Earl of Stamford and Warrington.	-	John Mellor	Flag-yard and Slate-yard.
124	Ditto and John Kershaw.	-	George Clough, James Greene, John Potts, Martha Bachworth, Roger Ousey, John Collins.	Five Cottages, Barn, Shippon, Cart-shed, Piggeries, Yards, and Outbuildings.
125	Earl of Stamford and Warrington and Thomas Smith.	-	Ann Pickford, Allen Hilton, Simeon Kirk, William Beswick.	Two Cottages, Slaughter-houses, Blacksmith's Shop, Yards, and Outbuildings.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
126	Earl of Stamford and Warrington and Timothy Adnitt.	-	Christopher Smith, Jonathan Blackshaw, Samuel Buckley, George Hollinworth, Ann Hyde, Josiah Beech, Edward Milner, Jeremiah Street, and One Cottage unoccupied.	Eight Cottages, Workshops, Yards, Roads, and Outbuildings.
127	Earl of Stamford and Warrington.	-	The Occupiers of Premises numbered 92, 93, 94, 95, 96, 97, 98, 99, 100, 129, 131, 132 in this Division.	Road.
128	Ditto, Timothy Adnitt, and John Spencer.	-	Samuel Collins, and Christopher Smith, Under-tenant.	Garden.
129	Earl of Stamford and Warrington and John Spencer.	-	Samuel Collins, and William Collins, Under-tenant.	Ditto.
130	Ditto	-	Samuel Collins, and John Hilton, Under-tenant.	Garden and Summer-house.
131	Ditto	-	Samuel Collins, and Jeremiah Collins, Under-tenant.	Garden.
132	Earl of Stamford and Warrington.	-	Samuel Collins, and James Collins, Under-tenant.	Tool-house and Garden.
133	Ditto	-	Samuel Collins, and James Ashworth, Under-tenant.	Stable-yard and Piggery.
134	Earl of Stamford and Warrington and John Spencer.	-	Samuel Collins, and John Ashworth, Under-tenant.	Garden.
135	Ditto	-	Thomas Taylor, John Howard, John Driver, John Hilton, William Western, John Gilbert, John Clayton.	Six Cottages, Beer-shop, Brewhouse, Stables, Piggeries, Garden, vacant Building Land, Yards, Roads, and Buildings.
136	Earl of Stamford and Warrington, John Spencer, and John Hall.	-	Themselves and their Tenants, the Occupiers of Premises numbered 135 and 137 in this Division.	Road.
137	Earl of Stamford and Warrington and John Hall.	-	Thomas Taylor, John Hall, James Collins, James Kenworthy, John Cocker.	Five Cottages, Gardens, Piggeries, Yard, Passage, Roads, and Buildings.
138	The Owners of Premises numbered 124, 125, and 137 in this Division.	-	Themselves and their Tenants, Occupiers of Premises numbered 124, 125, and 137 in this Division.	Road.
139	Earl of Stamford and Warrington.	Jeremiah Collins	William Collins, George Edwards, Jeremiah Collins.	Two Cottages and Shippon.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
140	Earl of Stamford and Warrington.	Samuel Ashton	Samuel Ashton	Cottage.
141	Ditto	Samuel Smith	Samuel Smith, Martha Smith.	Two Cottages, Stable, Passage, and Yard.
142	Ditto	Jeremiah Collins	Hugh Carter	House and Shop.
143	Ditto	Trustee of the late John Newton, namely, Alexander M'Kinsey.	Sarah Garside, Thomas Stafford, John Collins, Thomas Garside, Louisa Slater, Sarah Hibbert, Thomas Gilbert.	Horse and Jockey Inn, Brewhouse, Cutting-out Room, Five Cottages, Yards, and Buildings.
144	Ditto	John Oulton	John Hill, Thomas Bailey, One unoccupied.	Three Cottages and Part of Yard.
145	Ditto	Samuel Garside	Sampson Taylor, Benjamin Swire, James Taylor, and Randal Beech.	Cottage, Potwarehouse, Butcher's Shop, Clogger's Shop, Yards, Piggery, and Buildings.
146	Ditto	The Executrixes of the late James Broadbent, namely, Susannah Broadbent and Elizabeth Broadbent.	John Ousey, Betty Turner, Martha Garside, Abraham Etchells, William White, John Lees.	Butchers Arms Inn, Four Cottages, Candle Manufactory, Yards, and Buildings.
147	Ditto	John Warren and Nelson Warren.	John Smith, James Butterworth, Daniel Hill, Hugh Quin, Unoccupied, John Thrift, Samuel Travis, John Warren, Nelson Warren.	House and Shop, Six Cottages, Tripe Shop, Stable, Passage, Slaughterhouse, Yards, and Buildings.
148	Ditto	Thomas Barrow	Jeremiah Collins and John Collins.	Cottage, Stable, Slaughterhouse, Yards, and Buildings.
149	Earl of Stamford and Warrington.	-	Thomas Kershaw	Yard, Shed, and Buildings.
150	Ditto and Thomas Kershaw.	-	Ditto	Yard, Stable, Slaughterhouse, Piggeries, Buildings, and Part of Street.
151	Earl of Stamford and Warrington and Charles Cock.	-	John Ousey, John Williamson, Samuel Anderton, Ann Mellor, Thomas Dean, William Fitton, William Manserg, Mary Broadbent, Joseph Wilding.	Eight Cottages, Shippon, Yards, Passage, Piggery, and Parts of Streets.
151 ^a	The Owners of Premises numbered 151, 152, 153, 124, 125, 102, 104, 105, 106, in this Division.	-	Themselves and their Tenants, Occupiers of the same Premises respectively.	Street.
152	Earl of Stamford and Warrington and John Kershaw.	-	Robert Dyson, William Liddell, Joseph Brierly, Nathan Lomas.	Four Cottages, Yards, Passage, Buildings, and Parts of Streets.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
153	Earl of Stamford and Warrington and John Mellor.	- - -	John Mellor, John Buckley, and Mary Brown.	House, Shop, Timber-yard, Saw-pit, Sheds, Shop, Buildings, and Part of Street.
153a	The Owners of Premises numbered 119, 121, 122, 151a, in this Division.	- - -	Themselves and their Tenants, Occupiers of the same Premises.	Street.
154	Earl of Stamford and Warrington and Elizabeth Langford.	- - -	John Swindells, George Wood, Thomas Wood, Abraham Hibbert, Unoccupied, Hannah Goddard, Unoccupied.	Seven Cottages, Yards, Passage, vacant Building Land, and Parts of Streets.
154a	The Owners of Premises numbered 119, 122, 121, 152, 153, 151, 124, 125, in this Division.	- - -	Themselves and their Tenants, Occupiers of the Premises numbered with the same Numbers.	Street.
156	Earl of Stamford and Warrington.	Robert Taylor and John Mellor, Assignees of Thomas Barrow.	James Garside -	Garden.
157	Ditto - -	Ditto - -	James Garside, William Clayton Chaffer, John Buckley, William Hibbert, Henry Whitehead.	Occupation Road to Gardens.
158	Ditto - -	Ditto - -	Henry Whitehead - -	Garden.
159	Ditto - -	Ditto - -	Jonathan Turner -	Garden.
160	Ditto - -	Ditto - -	John Ousey - -	Ditto, and Summer-house.
161	Ditto - -	Ditto - -	John Bradley -	Garden and Summer-house.
162	Ditto - -	Ditto - -	The Occupiers of Premises numbered 161, 163, 164, 167, 168, 169, in this Division.	Occupation Road to Gardens.
163	Ditto - -	Ditto - -	Charles Cock -	Garden and Summer-house.
164	Ditto - -	Ditto - -	Samuel Lees - -	Ditto.
165	Ditto - -	Ditto - -	Samuel Cheetham -	Garden.
166	Ditto - -	Ditto - -	Samuel Cowley -	Ditto.
167	Ditto - -	Ditto - -	George Goodall -	Garden and Summer-house.
168	Ditto - -	Ditto - -	Elias Whitehead -	Garden.
169	Ditto - -	Ditto - -	John Smith - -	Ditto.
170	Ditto - -	Ditto - -	John Newton -	Garden and Summer-house.
171	Ditto - -	Ditto - -	The Occupiers of Premises numbered 159, 160, 169, 170, 172, 173, in this Division.	Occupation Road.
172	Ditto - -	Ditto - -	Thomas Garside -	Garden.
173	Ditto - -	Ditto - -	Charles Fletcher -	Ditto.
174	Ditto - -	Ditto - -	William Hibbert, -	Ditto.
175	Ditto - -	Ditto - -	William Clayton Chaffer	Ditto and Summer-house.
176	Ditto - -	Ditto - -	John Buckley -	Ditto.
177	Ditto - -	Ditto - -	Enoch Dearden -	Garden, Pond, and Piggery.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
178	Earl of Stamford and Warrington.	Robert Taylor and John Mello, Assignees of Thomas Barrow.	James Dawson	Garden, Summer-house, and Piggery.
179	Ditto	Ditto	Enoch Dearden	Garden, Pond, Summer-house, and Shed.
180	Ditto	Ditto	William Leebridge	Garden and Summer-house.
181	Ditto	Ditto	Samuel Walker	Garden.
182	Ditto and George Hadfield.	Ditto	George Hadfield	Cottage, Rabbit-house, Garden, and Buildings.
183	Earl of Stamford and Warrington.	Ditto	George Goodall	Garden and Summer-house.
184	Ditto	Ditto	George Hilton	Garden.
185	Ditto	Ditto	James Webb	House, Shed, Garden, and Buildings.
186	Ditto	Ditto	George Johnson.	Garden and Rabbit-house.
187	Ditto	Ditto	George Hilton.	Occupation Road to Garden.
188	Ditto	Ditto	The Occupiers of Premises numbered 180, 181, 182, 183, 184, 186, 189, 190, 191, 192, 193, 194, 196, 197, 198, in this Division.	Occupation Road to Gardens.
189	Ditto	Ditto	John Wood	Cottage, Shed, and Garden.
190	Ditto	Ditto	Matthew Healey	Garden.
191	Ditto	Ditto	George Simister	Garden and Summer-house.
192	Ditto	Ditto	Daniel Robinson	Garden, Road, Yard, and Ass Shed.
193	Ditto	Ditto	William Leebridge	Garden and Summer-house.
194	Ditto	Ditto	Thomas Leigh	Ditto.
195	Ditto	Ditto	James Danson	Garden.
196	Ditto	Ditto	John Newton	Garden and Piggery.
197	Ditto	Ditto	William Booth	Garden.
198	Ditto	Ditto	Robert Newton	Garden and Summer-house.
199	Ditto	Ditto	Mary Lowood	Cottage and Garden.
200	Ditto	Ditto	William Platt	Garden and Road.
202	Reverend George Chetwode, Rector of the Parish of Ashton-under-Lyne, and the Earl of Stamford and Warrington.	John Newton, Isaac Newton, Robert Newton, Samuel Newton, Sarah Newton.	James Danson senior, Jane Garside, John Whittaker, James Burns, Elizabeth Wood, William Butterworth, John Newton.	Seven Cottages, Yards, Passage, Lumber Shed, and Buildings.
203	Ditto	John Newton, Isaac Newton, Robert Newton, Samuel Newton, Sarah Newton, and Cornelius Williamson.	The Occupiers of Premises numbered 202 and 204 in this Division.	Glebe Street.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
204	Reverend George Chetwode, Rector of the Parish of Ashton-under-Lyne, and the Earl of Stamford and Warrington.	Cornelius Williamson	Daniel Robinson, Joseph Hall, William Crowther, Mary Finney, Isaiah Schofield, Ann Vaughan and Jonathan Mallalieu.	Seven Cottages, Passages, Buildings, and Yards.
205	Ditto - -	William Platt - -	William Platt, Henry Collins, Aaron Howard, Robert Reeve, Aaron Rodda.	Five Cottages, Passage, Buildings, and Yard.
206	Ditto - -	George Mercer - -	George Burgess, Joseph Harrop, John Mercer, Andrew Wilson, Joseph Butterworth, Hannah Bridge, Charles Fenton, Edward Rawnsley, Betty Turner, Jane Taylor.	Ten Cottages, Passage, Yard, Stable, Warehouse or Shed, Buildings, and Land.
207	The Earl of Stamford and Warrington and Samuel Lees and the Rev. George Chetwode.	George Mercer - -	The Owners and Occupiers of Premises in this Division numbered 206 and 208, as a public Carriage Road, and the Public as a Footpath.	—
208	Earl of Stamford and Warrington and Samuel Lees.	- - -	Samuel Lees, Samuel Walker, Samuel Wilde, Thomas Ferdinand Hanlon, John Rodda, Cyrus Ogden, Hannah Ogden.	House and Shop, Albion Inn, Four Cottages, Stable, Wash-house, Yards, Passage, Footway, Buildings.
212	Earl of Stamford and Warrington.	- - -	Hannah Ogden -	Garden.
220	Ditto - -	Hugh Shaw - -	Hannah Fildes, Maria Lord, Richard Bunting, Patrick Donnelly, Ann Cocker, Elizabeth Thorpe.	Six Cottages.
221	Ditto - -	John Heap - -	Thomas Wanklyn -	House, Garden, Pleasure Ground, Stable, Roads, Hot-house, Piggery, Gig-house, Shed, Shippon, Orchard, Plantations, and Buildings.
225	Ditto - -	- - -	Mary Ann Wood, Eliza Wood.	Brick-field.
226	Ditto and Thomas Walmsley and James Dean, Trustees of the Methodist New Connexion.	- - -	John Kenworthy, One unoccupied.	Two Houses, Yards, Buildings, and Gardens.
228	Earl of Stamford and Warrington and Samuel Street.	- - -	Edward Street, Margaret Turner, and Samuel Street.	Two Cottages, Gardens, Cart Sheds, Stable, Piggeries, Buildings, and Yards.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
236	Earl of Stamford and Warrington and John Johnson.	-	John Johnson	Garden.
237	Earl of Stamford and Warrington and Richard Whitfield.	-	Richard Whitfield	House, Garden, Timber Yard, Saw-pit, Sheds, Counting-house, and Buildings.
238	Earl of Stamford and Warrington and the Assignees of Robert Dale, Thurston Dale, and Henry Boydell, namely, Owen Jones, David Cannon, John Anderton, and Isaiah Ashlin.	-	John Byrom, William Birtwistle, Abel Andrew, John Andrew, John Schofield, unoccupied.	Three Cottages, Yards, Buildings, Warehouse, Road, and Office.
245	Earl of Stamford and Warrington and William Bayley.	-	William Bayley	Pleasure Grounds, Plantations, Gardens, private Carriage Road, and Cattle Shed.
245a	Ditto, and Abel Bayley, James Ashton, Henry Wright, Trustees of the late John Gibbon.	-	Ditto	Part of Pleasure Ground, Plantations, and Gardens.
246	Earl of Stamford and Warrington, John Kenworthy, James Kenworthy, and George Kenworthy.	-	James Lees	Gardens, Walks, Yards, and Occupation Road.
248	Earl of Stamford and Warrington.	-	Robert Whitworth	Pinfold.
250	Ditto	Sarah Leech	George Barber	House, Garden, Road, and Buildings.
252	Ditto	Thomas Ryder, and the Executors of the late William Lees, namely, Reverend Joseph Saville, Roberts Evans, and William Wrigley, Mortgagees in Possession.	Thomas Collins, John Buckley, Mary Walton.	Three Cottages, Yards, Coal-shed, and Buildings.
252a	Ditto	Ditto	Mary Walton	Garden.
253	Earl of Stamford and Warrington and John Ousey.	-	Nancy Worthington, Samuel Moss, Charles Cook, James Lees,	Two Cottages, Garden, Yards, Coal-shed, Bake-house, Shippens, Cart-house, Stable, and Buildings.
263	Earl of Stamford and Warrington.	Reverend Joseph Saville, Roberts Evans, and William Wrigley, Trustees of the late William Lees, and their Lessee, Samuel Broadbent.	George Walton, John Hall, John Taylor, and Samuel Broadbent.	Garden, Two Cottages, Pig-cote, Yard, Shippon, Slaughter-house, Barn, and Building.
265	Ditto	Ditto	Samuel Broadbent	Wood.
267	Ditto	Ditto, and Joseph Scholefield.	Joseph Scholefield	Cottage and Garden.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
268	Earl of Stamford and Warrington.	- - -	William Cook, and John Farrar, Under-tenant.	Wood.
270	Ditto - - -	- - -	Alfred Reyner, Frederick Reyner, and John Neild.	Wood.
271	Ditto - - -	Alfred Reyner, Frederick Reyner.	Alfred Reyner and Frederick Reyner.	Reservoir and Weir.
275	Ditto, - - -	- - -	Thomas Barrow, and Thomas Cheetham Harrison and James Wild, Under-tenants.	Field, Hut, Cricket Ground, and Stack-yard.

Hartshead-Division in the Parish of Ashton-under-Lyne.

2	Earl of Stamford and Warrington, and John Lees and Watkin Lees, Executors of the late Jeremiah Lees.	- - -	Ann Lees - - -	House, Lodge, Coach-house, Stable, Tool-house, Summer-house, Buildings, Gardens, Yards, and Roads.
4	Earl of Stamford and Warrington and John Lees.	- - -	John Lees - - -	House, Stable, Coach-house, Lodge, Gardens, Hen-pen, Road, and Yard.
5	Earl of Stamford and Warrington.	John Lees and the Executors of the late Jeremiah Lees, namely, John Lees and Watkin Lees.	John Lees and Watkin Lees.	Shed.
9	Ditto, and Reverend Isaac Newton France, Incumbent of Saint George's Church, Staly Bridge, and the Reverend George Chetwode.	- - -	Reverend Isaac Newton France, Incumbent of Saint George's Church, Staly Bridge.	House, Stable, Coach-house, Buildings, Garden, Yard, Road.
12	Earl of Stamford and Warrington, and John Lees and the Executors of the late Jeremiah Lees, namely, John Lees and Watkin Lees.	George Benson, Robert Braithwaite Benson, and John Slagg.	George Benson, Robert Braithwaite Benson, and John Slagg.	Mill-yard.
14	Earl of Stamford and Warrington.	- - -	John Ogden - - -	Garden.
16	Ditto - - -	- - -	John Walker, and William O'Brian, John Farrar, Joseph Cook, Under-tenants.	Two Cottages, Gardens, Stable, Workshop, Yard, and Road.
17	Ditto - - -	- - -	Luke Evans - - -	House, Garden, Terrace, Yard.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
18	Thomas Kelsall, Heir at Law of the surviving Trustee under the Will of the late James Crabtree, and Thomas Tordiffe.	-	Thomas Tordiffe, Margaret Hinchliffe, George Hinchliffe, Biddy M'Glockney, Thomas Hannan, William Harney, James Hetherstone, Clarence Fogerty, John Campbell, John Gosling, Thomas M'Kinsey, John Wade, and Two unoccupied.	Warehouse and Shop, House and Shop, Nine Cottages, Three Cellars, Courts, Yards, and Buildings.
19	Thomas Kelsall, Heir at Law of the surviving Trustee under the Will of the late James Crabtree, James Sidebottom, and John Sidebottom.	-	Ellen Curtis, Peter Welch, John Hodgson, and Two unoccupied.	Five Cottages, Wash-house, Yards, and Buildings.
20	Ditto, and Thomas Turner.	-	George Thackery and Charles Wright.	Two Cottages, Yard, Stable, Buildings, and Pig-cote.
21	Thomas Kelsall, Heir at Law of the surviving Trustee under the Will of the late James Crabtree, and Mary Lees, Trustee of the late Thomas Harrop.	-	Thomas Fielding, John Brookbanks, and Daniel Lees.	Public House, Brew-house, Stable, Two Cottages, Yards, Road, and Buildings.
21a	Ditto	-	Thomas Fielding	Slaughter-house and Yard.
22	Ditto, and William Plant.	-	Peter Reigan, John M'Gee, Bridget Crinin, James Matley, Thomas Harney, Patrick Noonan, and Three unoccupied.	Nine Cottages, Road, Yards, and Buildings.
23	Thomas Kelsall, Heir at Law of the surviving Trustee under the Will of the late James Crabtree, Mary Lees, Trustee of the late Thomas Harrop, and Thomas Hassall, and William Hassall.	-	George Taylor, Ann Walker, John Hamer, Joseph Allen, Thomas Speet, James Clark, Thomas Hassall.	Beer-house, Five Cottages, Cellar, Out-buildings, Yards, and Passage.
24	Thomas Kelsall, Heir at Law of the surviving Trustee under the Will of the late James Crabtree, Mary Lees, Trustee of the late Thomas Harrop, and Ann Hassall.	-	William Cooper, John Buckley, Ann Hassall, and Two unoccupied.	Five Cottages, Yards, Passage, and Buildings.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
25	Thomas Kelsall, Heir at Law of the surviving Trustee under the Will of the late James Crabtree, Mary Lees for herself and as Trustee of the late Thomas Harrop.	-	Edward Booth, Patrick O'Hara, Joseph Holt, and Two unoccupied.	Five Cottages, Yard, Passage, and Buildings.
26	Thomas Kelsall, Heir at Law of the surviving Trustee under the Will of the late James Crabtree, Mary Lees, Trustee of the late Thomas Harrop, and Mary Harrop, and Catherine Hayley.	-	John Bentom, Ann Thompson, John Blake, Michael Dempsey, Christopher M'Bride.	Three Cottages, Two Cellars, Yard, Road, and Buildings.
27	Thomas Kelsall, Heir at Law of the surviving Trustee under the Will of the late James Crabtree, Mary Lees, Trustee of the late Thomas Harrop, James Harrop, and James Ford.	-	John Williamson	Cottage, Smithy, Buildings, and Yard.
28	Thomas Kelsall, Heir at Law of the surviving Trustee under the Will of the late James Crabtree, Mary Lees, Trustee of the late Thomas Harrop, and George Kendal.	-	John Moore	Cottage, Buildings, and Yard.
29	Thomas Kelsall, Heir at Law of the surviving Trustee under the Will of the late James Crabtree, Mary Lees, Trustee of the late Thomas Harrop, and Thomas Seel.	-	Henry Whitely and Elizabeth Little.	Two Cottages, Buildings, and Yard.