



ANNO TERTIO

# GULIELMI IV. REGIS.

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## *Cap. xxxiv.*

An Act for making a Railway from the *Warrington* and *Newton* Railway at *Warrington* in the County of *Lancaster* to *Birmingham* in the County of *Warwick*, to be called the Grand Junction Railway. [6th May 1833.]

**W**HEREAS a Railway has been formed from *Liverpool* to *Manchester*; and another Railway has been formed from the said last-mentioned Railway, at *Newton* (which is nearly equidistant between *Liverpool* and *Manchester*), to *Warrington*; and both the said Railways are now open to the Public: And whereas a Railway Communication between the Towns of *Liverpool*, *Manchester*, and *Birmingham* would be of great public Advantage: And whereas, with a view to effect such Railway Communication between the said Towns of *Liverpool*, *Manchester*, and *Birmingham*, the several Persons herein-after named are willing, at their own Expence, to make and maintain a Railway from the said *Warrington* and *Newton* Railway at *Warrington* aforesaid to *Birmingham* aforesaid: And whereas the King's most Excellent Majesty, in right of his Duchy of *Lancaster*, is entitled to certain Lands upon the Line of the proposed Railway: And whereas the beneficial Object herein-before mentioned 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 King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in Parliament assembled, and by the Authority of the same, That *John Moss*, *Robert Glad-*

[Local.]

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*stone*, Proprietors incorporated.

stone, Charles Laurence, Joseph Walker, James Bourne, John Cropper junior, William Chance, Hardman Earle, Joseph Christopher Ewart, Thomas William Giffard, Richard Harrison, Joseph Hornby, Daniel Ledsam, Joseph Frederick Ledsam, Theodore Price, William Rotheram, Joseph Sandars, Charles Shaw, Charles Tayleur, John Turner, and Joseph Need Walker, and all other Persons and Bodies Politic and Corporate who have subscribed or shall hereafter subscribe towards the said Undertaking, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby united into a Company for making and maintaining the said Railway and other Works by this Act authorized, and for other the Purposes herein declared, according to the Provisions and Restrictions herein-after mentioned, and for that Purpose shall be One Body Corporate, by the Name and Style of "The Grand Junction Railway Company," and by that Name shall have perpetual Succession and a Common Seal, and by that Name shall and may sue and be sued, and also shall have Power and Authority to purchase, hold, and sell Lands, Tenements, and Hereditaments for the Use and Benefit of the said Undertaking, without incurring any Penalties or Forfeitures, and shall have and exercise all other Powers and Authorities which are herein-after given or mentioned.

Company  
empowered  
to make a  
Railway  
through the  
several  
Parishes  
herein  
mentioned:

Lancashire.

Cheshire.

Staffordshire.

Warwick-  
shire.

II. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to make and maintain a Railway or Railways, with all proper Works and Conveniences connected therewith, for the Passage of Carriages, properly constructed as delineated on the Plan and described in the Book of Reference deposited with the Clerks of the Peace for the Counties of *Lancaster*, *Chester*, *Stafford*, and *Warwick*; (that is to say,) commencing at or near the Turnpike Road leading from *Liverpool* to *Manchester*, within the Township of *Warrington* in the Parish of *Warrington* in the County Palatine of *Lancaster*, at or near to the Place where that Branch of the *Warrington* and *Newton* Railway called the Bank Quay Branch terminates, and communicating with the said Branch Railway, and thence passing through the said Township and Parish of *Warrington*, and through the Hamlet or Place of *Arpley* in the same Parish, and extending to or passing through or into the several Parishes or Parochial Chapelries, Townships, Hamlets, or Places of *Lower Walton*, *Acton Grange*, *Moore*, *Kekewick*, *Preston-on-the-Hill*, *Aston*, *Dutton*, *Acton*, *Runcorn*, *Great Budworth*, *Norton*, *Weaverham*, *Newchurch* otherwise *Whitegate*, *Davenham*, *Middlewich*, *Warmingham*, *Gorstage*, *Sandiway*, *Hartford*, *Eaton*, *Moulton*, *Wharton*, *Stanthorne*, *Nantwich*, *Clive*, *Wimboldsley*, *Minshull Vernon*, *Church Coppenthal*, *Leighton*, *Monks Coppenthal*, *Barthomley*, *Crewe*, *Shavington-cum-Gresty*, *Wybunbury* otherwise *Wybury*, *Basford*, *Chorlton*, *Blackenball* and *Checkley-cum-Wrine Hill*, or some of them, all in the County Palatine of *Chester*; and of *Madeley*, *Whitmore*, *Hatton*, *Swinerton*, *Shelton*, *Chapel Chorlton*, *Hill Chorlton*, *Cotes*, *Three Farms*, *Mill Meese*, *Slindon*, *Walton*, *Eccleshall*, *Derrington*, *Chebsey*, *Coton*, *Clanford*, *Seighford*, *Ellenball*, *Ranton*, *Haughton*, *Billington-cum-Littywood*, *Bradley*, *Levedale*, *Whiston-cum-Bickford*, *Penkridge*, *Kinvaston*, *Water Eaton*, *Somerford*, *Coven*, *Brewood*, *Bushbury*, *Wolverhampton*, *Wednesfield*, *Willenball*, *Darlaston*, *Wednesbury*, *West Bromwich*, *Aldridge*, *Great Barr*, *Handsworth*, and *Perry Barr*, or some of them, all in the County of *Stafford*; and of *Aston Saint Martin Birmingham*, and *Saint George Birmingham*, or some of them, all in the County of *Warwick*; and terminating

in certain Grounds or Gardens belonging to the Governors of the Free Grammar School of King *Edward* the Sixth in *Birmingham*, near to *New John Street* and *Blews Street* in *Birmingham* aforesaid.

III. And be it further enacted, That it shall be lawful for the said Company, or the Directors thereof, or for such other Person or Persons as the said Company or Directors shall for that Purpose appoint, (in the Name of the said Company or otherwise,) to contract and agree with any Body or Bodies, Person or Persons, for making the said Railway or any Part thereof, or any of the Works hereby authorized to be made or done, and that in such Manner, and for such Sums, and under such Regulations and Restrictions, as the said Company or Directors shall think proper; and all Contracts in Writing, made as aforesaid, for any of the Purposes aforesaid, shall be binding on the said Company and all other Parties thereto, their respective Successors, Heirs, Executors, and Administrators; and Actions and Suits may be maintained thereon, and Damages and Costs recovered by or against the said Company, or all or any of the other Parties thereto, upon Failure in the Execution and Performance thereof.

Company  
may contract  
for the  
Works.

IV. And be it further enacted, That for the Purposes of this Act the said Company, their Deputies, Contractors, Servants, Agents, Surveyors, and Workmen, and all other Persons by them authorized, are hereby empowered to enter into and upon the Lands, Tenements, and Hereditaments of any Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, whatsoever, and to survey and take Levels of the same or of any Part thereof, and to set out and appropriate for the Purposes of this Act such Parts thereof as they are by this Act empowered to take or use; and in or upon such Lands, Tenements, or Hereditaments, and in or upon any Lands, Tenements, or Hereditaments adjoining thereto, to bore, dig, cut, embank, and sough, and to remove or lay, and also to use, work, and manufacture, any Earth, Stone, Rubbish, Trees, Gravel, or Sand, or any other Materials or Things which may be dug or obtained therein or otherwise in the Execution of any of the Powers of this Act, and which may be proper or necessary for making, maintaining, altering, repairing, or using the said Railway or Railways and other Works by this Act authorized, or which may obstruct the making, maintaining, altering, repairing, or using the same respectively, according to the true Intent and Meaning of this Act; and also, for the Purposes and according to the Provisions and Restrictions of this Act, to make or construct, in, under, upon, across, or over the said Railway or Railways or other Works, or in, under, upon, across or over any Lands, Tenements, or Hereditaments, or any Streets, Hills, Valleys, Roads, Railroads, or Tramroads, Rivers, Canals, Brooks, Streams, or other Waters, such inclined Planes, Tunnels, Embankments, Aqueducts, Bridges, Roads, Ways, Passages, Conduits, Drains, Piers, Arches, Cuttings, and Fences, and also to erect and construct such Houses, Wharfs, Warehouses, Toll Houses, Landing Places, Engines, and other Buildings, Machinery, Apparatus, and other Works and Conveniences, as the said Company shall think proper; and also to alter the Course of any Rivers, Canals, Brooks, Streams, or Watercourses as may be necessary for constructing and maintaining Tunnels, Bridges, or Passages over or under the same; and also to divert or alter the Course of any Roads or Ways, or to raise or sink any Roads or Ways, in order  
the

Power to  
take Lands,  
&c.

the more conveniently to carry the same over or under the said Railway, and to make Drains or Conduits into, through, or under any Lands adjoining the said Railway or Railways, for the Purpose of conveying Water from or to the said Railway or Railways; and also from Time to Time to alter, repair, or discontinue the before-mentioned Works, or any of them, and to substitute others in their Stead; and to do and execute all other Matters and Things necessary for constructing, maintaining, altering, or repairing and using the said Railway or Railways and other Works by this Act authorized; they the said Company, their Deputies, Contractors, Servants, Agents, Surveyors, and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and the said Company making full Satisfaction, in manner herein-after mentioned, to all Persons and Bodies Corporate interested in any Lands, Tenements, or Hereditaments which shall be taken, used, or injured, for all Damages to be by them sustained in or by reason of the Execution of all or any of the Powers hereby granted; and this Act shall be sufficient to indemnify the said Company and all other Persons for what they or any of them shall do by virtue of the Powers hereby granted (subject nevertheless to such Provisions and Restrictions as are herein-after mentioned and contained).

Communica-  
tion with  
Warrington  
and Newton  
Railway to  
be made un-  
der the Di-  
rection of  
their  
Engineer.

V. And whereas it is intended that the said Railway hereby authorized to be made shall communicate with the *Warrington* and *Newton* Railway at or near the Termination of the Bank Quay Branch thereof; be it therefore enacted, That all Communications between the said Railway hereby authorized to be made and the *Warrington* and *Newton* Railway, and all such Openings in the Ledges or Flanches of the said *Warrington* and *Newton* Railway as may be necessary or convenient for effecting such Communication, shall be made under the Direction and Superintendence of the Engineer for the Time being of the *Warrington* and *Newton* Railway Company.

Not to take  
the Land or  
interfere with  
the Works of  
the Warring-  
ton and New-  
ton Railway  
Company  
without Con-  
sent.

VI. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the said Grand Junction Railway Company, in making and constructing or maintaining the said Railway, to take or enter upon any of the Lands or Grounds belonging to the *Warrington* and *Newton* Railway Company, or to alter, vary, or interfere with the said *Warrington* and *Newton* Railway, or any of the Works thereof, further or otherwise than is hereby expressly authorized, without the Consent in Writing of the said *Warrington* and *Newton* Railway Company in every Instance for that Purpose first had and obtained.

Saving the  
Rights of the  
Warrington  
and Newton  
Railway  
Company.

VII. Provided always, and be it further enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors called the *Warrington* and *Newton* Railway Company, established in and by an Act passed in the Tenth Year of the Reign of His late Majesty King George the Fourth, intituled *An Act for making and maintaining a Railway or Tramroad from the Liverpool and Manchester Railway at or near Wargrave Lane in Newton in Mackerfield to Warrington in the County Palatine of Lancaster, and Two Collateral Branches to communicate therewith*; but saving and reserving to the said *Warrington* and *Newton* Railway Company all the Rights, Privileges, and Franchises  
of

of the said Company, and also saving and reserving all such Powers, Authorities, and Provisions in the said Act contained as if this Act had not been passed.

VIII. And whereas the said Railway is intended to be carried over the River *Mersey*, and over the Canal and Towing Path belonging to the *Mersey and Irwell* Navigation Company, by means of a Bridge or Bridges from the Township of *Warrington* in the County of *Lancaster* to the Township of *Lower Walton* in the County of *Chester*; be it therefore enacted, That it shall be lawful for the said Company, and they are hereby empowered and required, to erect and build, or cause to be erected and built, and for ever thereafter maintain, a firm and substantial Bridge or Bridges over the said River *Mersey* and Canal, and the Towing Paths thereof respectively, at the Place herein-before mentioned, for the Purpose of carrying the said Railway over the same respectively; and that for the Purpose of building such Bridge or Bridges it shall be lawful for the said Railway Company, and they are hereby authorized and empowered, to make and build, or cause to be made and built, Abutments and Piers in or on the Banks and Beds of the said River and Canal, and in order to make a good Foundation for the Abutments and Piers aforesaid, to drive Piles into the Banks and Bed of the said River, and into the Banks and Bed of the said Canal, if the same shall be necessary or advisable, and to make, sink, and put down into the Water of the said River and Canal Coffer-dams and all other necessary Works.

Power to erect a Bridge over the Mersey.

IX. Provided always, and be it further enacted, That the said Company shall not, in driving such Piles, or in making or putting down such Coffer-dams, or in erecting or constructing such Bridge or Bridges, or the Abutments or Piers thereof, or in the necessary Repairs, or in the Erection or Reparation of any future Bridge or Bridges in lieu thereof, obstruct or impede the Navigation of the said River or Canal, or either of them, further or otherwise than shall be necessary; but the said Company shall and they are hereby required, from Time to Time and at all Times during the Progress of erecting the said Bridge or Bridges, or the repairing of any future Bridge or Bridges, to leave a free, open, uninterrupted navigable Waterway in the said River of not less than Forty Feet in Width, and in the said Canal of not less than Twenty Feet.

Not to obstruct the Navigation of the River Mersey.

X. Provided always, and be it further enacted, That the Underside of the Keystone of that Arch of the said intended Bridge which shall cross the said Canal shall not be less than Sixteen Feet in Height from the Surface of the Water of the said Canal, according to the mean Level thereof at the Place of crossing; and the Underside of the Keystone of the Arch or Arches of the said intended Bridge or Bridges over the said River shall not be more than Two Feet lower than the Underside of the Keystone of the Arch over the said Canal; and that the Span of the said Arch across the said Canal shall not be less than Thirty-two Feet, inclusive of the Towing Path; and that the springing of the Arch shall commence at a Height of not less than Eight Feet Six Inches above the Level of the Water of the said Canal; and that the Span of each of the Arches over the said River shall not be less than Sixty Feet, inclusive of a Towing Path of Seven Feet wide, and sufficient Height, under the Northernmost Arch of the said Bridge; and that the Waterway shall, after the

Height and Breadth of Arches regulated.

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said

said Bridge is completed, be left of a Width of at least One hundred and forty Feet in the whole; and that sufficient Land Arches or Openings for the Passage of the Tidal and other Waters shall be made and erected under the Embankment or Approaches near to the said Bridge or Bridges respectively.

Any Damage done by the Company to the River to be made good by them.

XI. And be it further enacted, That in case the said Railway Company shall, in the Execution of any of the Works by this Act authorized to be made, injure or damage the said River or Canal, or the Banks or Beds thereof, they the said Company shall and they are hereby required forthwith to repair and make good at their own Expence such Injury or Damage, and also pay to the Company of Proprietors of the *Mersey* and *Irwell* Navigation the full Amount of all Loss or Damage which they may thereby sustain or be put unto; and in case the said Railway Company shall not, on receiving Three Days Notice in Writing from the said Company of Proprietors of the *Mersey* and *Irwell* Navigation, repair and make good, or begin and proceed with all due Dispatch to repair and make good such Damage and Injury, it shall be lawful for the said Company of Proprietors of the *Mersey* and *Irwell* Navigation, and they are hereby authorized and empowered, at the Expiration of such Notice, by themselves, their Servants, Agents, or Workmen, to repair and make good such Injury or Damage, doing as little Injury to the said intended Bridge or Bridges as may be, and forbearing to alter the Level or the Course of the said Railway thereover, or to injure the said Railway, or impede the Passage upon or along the same; and all the Expences thereof, and all the Loss and Damage thereby occasioned to the said Company of Proprietors of the *Mersey* and *Irwell* Navigation, shall be repaid to them by the said Railway Company, and in default of Payment thereof, on Demand, (so that such Demand be in Writing, and fully and accurately state the Particulars of all such Expences, Loss, and Damage,) the said Company of Proprietors of the *Mersey* and *Irwell* Navigation shall and may sue for and recover the same against and from the said Railway Company, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*, as and for liquidated Damages; and in case, by and during the Progress of the Works or the Repairs thereof by this Act authorized to be made, or by reason of any of the Causes aforesaid, the Flats or Barges in navigating the same River or Canal shall not be able to pass along the same respectively, and the Navigation of the said River or Canal shall be thereby impeded or obstructed, then and in every of the said Cases the said Railway Company shall pay unto the said Company of Proprietors of the *Mersey* and *Irwell* Navigation the Sum of Sixty Pounds *per* Day, as ascertained Damage, for such Interruption, for each and every Day that the Navigation of the said River or Canal shall be so interrupted as aforesaid, and so long as the same shall continue, and so in proportion for any Period less than a Day, to be recovered in manner aforesaid; and also shall and will make Compensation to all other Parties navigating on the said River or Canal for all Loss or Injury which they may sustain by such Obstruction or Delay as aforesaid, to be recovered in like Manner.

Railway Company to make the necessary Communications.

XII. Provided always, and be it further enacted, That the said Railway Company shall and will, at their own Expence, make and construct, or cause to be made and constructed, and for ever after to keep in good Repair,

Repair, such and so many Communications over, upon, or under the said Railway, from the Land belonging to the Company of Proprietors of the *Mersey* and *Irwell* Navigation on the one Side of the said Railway to the Land belonging to the said Navigation Company on the other Side of the said Railway, as may be necessary to secure to the said Navigation Company, their Successors and Assigns, Lessees and Tenants, free and commodious Access to the said Land on either Side of the said Railway, for the convenient Occupation of the same, but so as not to obstruct the free Passage upon, over, and along the said Railway, and shall and will also make and keep in repair as aforesaid such and so many proper Fences to the said Railway as may be necessary; and in case any Difference shall at any Time or from Time to Time arise between the said Railway Company and the *Mersey* and *Irwell* Navigation Company, either as to the Number or Sufficiency of the said Communications and Fences, the same shall be referred to Three Arbitrators, to be on Request by either Company named in manner following; that is to say, One to be named by the said Railway Company, and One by the said *Mersey* and *Irwell* Navigation Company, and the Third to be appointed by the Two so to be first named as aforesaid; and the Award in Writing of such Three Arbitrators, or any Two of them, shall be binding upon the said Parties respectively, and conclusive of the Question so referred to them, so that such Award be made within Three Calendar Months next after the Nomination of the Third Arbitrator.

XIII. And be it further enacted, That that Part of the said Line of Railway which is intended to pass by means of a Tunnel under the Canal of the Devises in Trust of the Most Noble *Francis* Duke of *Bridgwater* deceased, at or near a certain Place called *Preston Brook*, in the County Palatine of *Chester*, shall be made in the Line and Direction delineated and shown in the Maps or Plans deposited with the Clerk of the Peace of the said several Counties herein-before mentioned, or as near thereto as practicable; and the said Tunnel shall be excavated, formed, and constructed according to a Plan, Section, and Specification to be submitted to and approved of by the Canal Surveyor for the Time being of the said Devises, previous to the Work being commenced, who shall at all Times have full Liberty, Power, and Authority, with any Assistants or Workmen, to inspect and examine the same during the Progress of the Work, and during the Time the said Tunnel shall continue to be used for the Purposes of the said Railway; provided further, that nothing herein contained shall authorize the said Devises or the said Canal Surveyor to require or compel the said Company to leave any greater Depth of Waterway in the said Canal, at the said Place where the said Railway is to pass under the said Canal, than there is at present.

The Tunnel under the late Duke of Bridgwater's Canal to be made according to a Plan to be approved of by the Surveyor of the Devises.

XIV. And be it further enacted, That in case it shall be deemed requisite for any Reason, in the course of the working and Excavation of the said Tunnel, to make any Deviation from the Line or Level of the same, as delineated and shown in the said Plan and Sections, such Deviation shall only be made with the Consent of the Canal Surveyor for the Time being of the said Devises of the said Duke of *Bridgwater*, to be signified in Writing under his Hand.

As to Deviation of Line of Tunnel under the late Duke of Bridgwater's Canal.

XV. And

Tunnel to be kept in good Repair under the late Duke of Bridgwater's Canal.

XV. And be it further enacted, That the said Company shall and they are hereby required, from Time to Time and at all Times hereafter, to keep or cause to be kept the said Tunnel under the late Duke of *Bridgwater's* Canal, and the Walls of the same, and all the Works appertaining to the said Tunnel, in good and substantial Repair in every respect, to the Satisfaction of the Canal Surveyor for the Time being of the Devises of the said late Duke of *Bridgwater*; and in case of any Want of Repair of the said Tunnel or Works connected therewith, and Notice thereof given to the said Railway Company by the said Canal Surveyor of the said Devises, if the said Railway Company shall not, for the Space of Seven Days after the Service of such Notice, commence such Repair, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said Devises in Trust to proceed and make good the same, causing as little Obstruction to the said Railway in the Progress of such Repair as may be; and all the Costs, Charges, and Expences incurred by the said Devises shall be paid, on Demand, by the said Company, or, in failure of Payment for Twenty-one Days after such Demand, the same may be recovered by the said Devises, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*; provided that such Demand be made in Writing, and shall fully and accurately state the Particulars of all such Costs, Charges, and Expences.

If Railway is abandoned, the Tunnel to be at the Disposal of the Devises of the late Duke of Bridgwater.

XVI. Provided also, and be it further enacted, That if in consequence of the said Railway being abandoned or given up by the said Company the said Tunnel shall not be used or employed by the said Company for the Purposes of a Railway for the Space of Seven Years, then and in such Case the said Tunnel shall revert to and be at the entire Disposal of the said Devises of the late Duke of *Bridgwater* for ever; and the said Company in such Event shall and they are hereby required, upon the Request of the Devises of the late Duke of *Bridgwater* aforesaid, to be signified under the Hand of the Canal Surveyor of the said Devises, to take down and remove the Walls of the said Tunnel, and fill up or cover over or arch, and well and effectually secure, the Cavities occasioned thereby, for the perfect Safety of the Public, in such Manner as shall be approved of by the said Surveyor for the Time being.

The Land of the Devises in *Preston-on-the-Hill* Township not to be used for Wharfs, &c.

XVII. And be it enacted, That the said Railway Company shall not, between the Point at which the said Tunnel shall pass under the said Canal and the Turnpike Road leading from *Warrington* to *Chester*, deviate from the Line delineated and shown in the Maps or Plans deposited with the Clerks of the Peace of the said several Counties herein-before mentioned, upon the Side of the Railway next the *Staffordshire* Branch of the said Canal, and shall not use any Part of the Property belonging to the Devises in Trust of the said late Duke of *Bridgwater* within the Township of *Preston-on-the-Hill* in the County of *Chester*, for the Purpose of making and maintaining and providing Yards, Staiths, Wharfs, Weighing Machines, Warehouses, or other Buildings or Conveniences for receiving, depositing, loading, weighing, or keeping any Cattle or any Goods, or other Articles, Matters, or Things conveyed or intended to be conveyed upon the said Railway, without the Consent in Writing of the said Devises in Trust for the Time being for that Purpose first had and obtained.

XVIII. And



XVIII. And be it further enacted, That if by reason of any Accident, or in the 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 the said Tunnel under the said Canal of the said Devisees, or of any of the Slopes, Banks, or Walls of the said Railway near the said Canal, it shall happen that the said Canal of the said Devisees, or the Towing Path thereof, shall be so injured that Boats, Barges, or other Vessels navigating or using the said Canal shall be obstructed or impeded in their Passage, or shall not be able to pass along the same, then and in any such Case the said Railway Company shall pay to the said Devisees, as or by way of ascertained Damages, the Sum of Eighty Pounds for every Day during which any such Impediment shall continue; and in default of Payment of the said Sum or Sums, as the Case may be, on Demand made on the Treasurer of the said Railway Company, the said Devisees 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 His Majesty's Courts of Record at *Westminster*: Provided also, that nothing herein contained shall extend to prevent the said Devisees 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 Devisees; 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 said Devisees 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, and no Execution shall be issued in any such Action for special Damages pending any Action for any such Penalties; but after Judgment in any such last-mentioned Action, then Execution may be taken out in such first-mentioned Action for the Balance, if any remaining, after deducting any such Penalties recovered, from any Sum also recovered for such special Damages in any such first-mentioned Action.

For preventing Obstructions in the late Duke of Bridgewater's Canal.

XIX. And whereas the said Railway is intended to pass near to a Part of the Navigation from the *Trent* to the *Mersey*, and it is therefore expedient to make the following Provisions in consequence thereof; be it further enacted, That nothing in this Act contained shall take away, diminish, prejudice, or affect any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the said Navigation from the *Trent* to the *Mersey*, or authorize or empower the said Railway

For protecting the Trent and Mersey Navigation.

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Company

Company to alter the Line or Level of the said Navigation, or the Towing Paths thereof, or any Part or Parts thereof respectively, or in any Manner to obstruct the passing of Boats, Barges, or other Vessels along the said Navigation or any Part thereof, or to divert any of the Waters therein, or which may be taken for the Use of, or which now supply the said Navigation with Water, or in any manner to injure any of the Works of the said Navigation; and that it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway as delineated in the Maps or Plans of the said Railway deposited with the Clerks of the Peace for the several Counties through which such Railway is intended to pass, by which Deviation the Line of the said Railway shall be brought nearer to the *Preston* Tunnel of the said Navigation than as such Line is delineated in the said Maps or Plans, or by which Deviation any of the Locks, Side Ponds, Tunnels, Towing Paths, Bridges, Banks, or Feeders, or any other Works of or belonging to the said Navigation, shall be taken, used, or damaged, without the Consent in Writing of the said Company of Proprietors of the said Navigation from the *Trent* to the *Mersey*, under their Common Seal, first had and obtained.

To prevent  
Obstructions  
to the Trent  
and Mersey  
Navigation.

XX. And be it further enacted, That if in the Execution of any of the Works by this Act authorized to be made, or by any Act or Omission of the said Railway Company, their Agents, Servants, or Workmen, or if by reason or in consequence of any of the said Works when made, the said Navigation from the *Trent* to the *Mersey*, or the Towing Path thereof, shall at any Time be so obstructed as that Boats, Barges, or other Vessels using the same cannot pass, or shall in any way be impeded in passing along the same, then and in either of the said Cases it shall and may be lawful for the said Company of Proprietors of the said Navigation, at the Costs and Charges of the said Railway Company, to remove, take, and put away any such Obstruction or Impediment as aforesaid, and to make good all Damage or Injury done to the said Navigation thereby, and that the said Railway Company shall pay to the said Company of the said Navigation, as or by way of ascertained Damages, all Costs and Charges so to be incurred as aforesaid, and also the Sum of One hundred Pounds for every Twenty-four Hours during which such Obstruction or Impediment shall continue on the said Navigation, and so in proportion for any less Time than Twenty-four Hours; and in default of Payment of such Costs and Charges, or of the said Sum of One hundred Pounds, or such Proportion thereof as shall become due, on Demand made of or from the Treasurer or any Officer of the said Railway Company, any Two or more of His Majesty's Justices of the Peace shall and they are hereby required, on Application by the said Company of Proprietors of the said 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 to be levied by Distress and Sale of the Goods and Chattels of the said Railway Company, and to be paid to the said Navigation 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; or the said Company of Proprietors of the said Navigation from the *Trent* to the *Mersey* 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 His Majesty's Courts at *Westminster*.

XXI. Provided always, and be it further enacted, That nothing herein contained shall extend or be construed to extend to authorize and empower the said Company of Proprietors hereby incorporated, their Successors or Assigns, or their Agents or Servants, or any Person employed by them or any of them, by any Means whatsoever, to divert the artificial Course or Stream of the River *Weaver* called *Pickering's Cut*, in the Township of *Dutton* in the said County of *Chester*, or the natural Course of the said River *Weaver* in the Townships of *Hartford* and *Eaton* in the same County, (except as herein-after is mentioned,) nor so to divert the natural Course or Stream of the said River *Weaver* in the Township of *Dutton* aforesaid, and *Acton* in the said County of *Chester*, or any of the Brooks, Streams, or Rivulets which now fall into and supply the said River with Water, as that any of the Water of the said River *Weaver*, or of the said Brooks, Streams, or Rivulets, shall be subtracted, or that the present Supply of Water in each of the several Pounds or Levels of the River *Weaver* be lessened.

The River Weaver, or contributory Brooks or Streams, not to be diverted.

XXII. And whereas the said Railway is intended to be carried over the artificial and natural Courses of the River *Weaver* Navigation, in the said Townships of *Dutton* and *Acton*, by means of a Viaduct or Bridge or Bridges, and it is expedient to provide against Obstructions being thereby occasioned to the free Navigation of the said River *Weaver*, and the Passage or Course of the Water thereof; be it therefore enacted, That the said Company of Proprietors hereby incorporated shall not, in the erecting or constructing of such Viaduct or Bridge or Bridges, nor by means of such Viaduct or Bridge or Bridges when built or constructed, nor in the necessary Repairs thereof, nor in the Erection of any future Viaduct or Bridge or Bridges in lieu thereof, contract the Breadth of the said artificial Course of the River *Weaver* and Towing Paths there to a less Space than Forty-two Feet, nor in any degree contract or lessen the Width or Depth of the natural Course of the said River *Weaver* there, nor dam up or obstruct the Course of the Water of the said River *Weaver* in Times of Flood, or at any other Times or Time, nor impede the Navigation thereof, further or otherwise than as is hereby expressly authorized; and that the Arch or Elevation of the said Viaduct or Bridge over the said artificial Course of the said River *Weaver* in the said Township of *Dutton* shall be so constructed that there shall be clear Sixty Feet and Six Inches in Height from the Surface of the Water (according to the average or mean Level thereof at that Place) across and along so much of the Soffit of the said Arch or Elevation as shall extend for Seven Feet Six Inches from the Centre of the Keystone or highest Point of the said Arch or Elevation on each Side thereof (such average or mean Level to be rated from the Crown or Top of the Weir called *Pickering's Weir*, in the said Township of *Dutton*); and in case it shall be necessary, in order to preserve the free and open Navigation of the said River *Weaver* during the Progress of building or constructing of the said Viaduct or Bridge or Bridges, or the necessary Repairs thereof, or the Erection of any future Viaduct or Bridge or Bridges in lieu thereof, the said Company of Proprietors hereby incorporated shall and they are hereby authorized and required to form at their own Expence a Side Cut or a temporary Canal, of a sufficient

Company not to interrupt the Navigation of the River Weaver at Pickering's Canal.

sufficient Width and Depth for the uninterrupted Passage of the Flats, Barges, or Vessels usually navigating the said River *Weaver*, and to divert the Water thereof into the same; and that such temporary Cut or Canal shall be carried out of the said River *Weaver* at a convenient Distance above, and again brought into the same at a convenient Distance below, the said intended Viaduct or Bridge or Bridges; and the said Company of Proprietors hereby incorporated shall take and purchase or hire Land for that Purpose.

Company not to interrupt the Navigation of the River *Weaver* at Hartford.

XXIII. And whereas the said Railway is also intended to be carried over the River *Weaver* Navigation in the Townships of *Hartford* and *Eaton* in the said County of *Chester*, by means of a Viaduct or Bridge, and it is expedient to provide against Obstructions being thereby occasioned to the free Navigation of the said River *Weaver* and the Passage or Course of the Water thereof there; be it therefore enacted, That the said Company of Proprietors hereby incorporated shall not, in the erecting or constructing of such last-mentioned Viaduct or Bridge, nor by means of such Viaduct or Bridge when built or constructed, nor in the necessary Repairs thereof, nor in the Erection of any future Viaduct or Bridge in lieu thereof, contract the Breadth of the said River *Weaver* and Towing Paths there to a less Space than Sixty Feet, nor dam up or obstruct the Course of the Water of the said River *Weaver* (in Times of Flood or any other Times or Time), nor impede the Navigation thereof; and that the Arch or Elevation of the said Viaduct or Bridge over the River *Weaver* in the said Townships of *Hartford* and *Eaton* shall be so constructed that there shall be clear Fifty-eight Feet in Height from the Surface of the Water (according to the average or mean Level thereof at that Place) to the under Side of the Keystone of the said Arch or Elevation (such average or mean Level to be rated from the Crown or Top of the Weir called *Hartford Weir*, in the said Township of *Hartford*); and in case it shall be necessary, in order to preserve the free and open Navigation of the said River *Weaver* during the Progress of building or constructing of the said last-mentioned Viaduct or Bridge, or the necessary Repairs thereof, or the Erection of any future Viaduct or Bridge in lieu thereof, the said Company of Proprietors hereby incorporated shall and they are hereby authorized and required to form at their own Expence a Side Cut or temporary River Course, of a sufficient Width and Depth for the uninterrupted Flow of the Water and Passage of the Flats, Barges, or Vessels usually navigating the said River *Weaver*, and to divert the Water thereof into the same; and that such Side Cut or temporary River Course shall be carried out of the said River *Weaver* at a convenient Distance above, and again brought into the same at a convenient Distance below, the said intended Viaduct or Bridge; and the said Company of Proprietors hereby incorporated shall take and purchase or hire Land for that Purpose.

Towing Paths to be provided under the Bridges made to cross the River *Weaver*.

XXIV. Provided always, and be it further enacted, That the said Company of Proprietors hereby incorporated shall form, build, and make, and for ever thereafter maintain, a good and sufficient Towing Path on each Side of the said River *Weaver*, under each of the said Viaducts or Bridges so to be erected by them as aforesaid, where the same respectively may cross the navigable Part of the said River *Weaver*, such Towing Path to be of the Width of Six Feet, and the Side Wall thereof, as to the artificial

ficial Course of the said River *Weaver* in the Township of *Dutton*, to be built perpendicularly from the Bed thereof, and as to the natural Course of the said River *Weaver* in the said Townships of *Hartford* and *Eaton*, to be so constructed as that the Water of the said River there shall have a free Flow thereunder for the whole Width between the Abutment Walls or Piers of the Arch or Viaduct there, excepting so far as the same may be impeded by the necessary Piling for such Towing Path.

XXV. And be it further enacted, That in case the said Company of Proprietors hereby incorporated shall, in the Execution of any of the Works by this Act authorized to be made, injure or damage the said River *Weaver*, or the Banks or Bed thereof, or the Towing Paths on the Sides thereof, or any other of the Works belonging thereto or connected therewith, they the said Company shall and they are hereby required immediately to repair and make good at their own Expence such Injury or Damage, and also to pay to the Trustees of the said River *Weaver* Navigation the full Amount of all Loss or Damage which they as such Trustees may thereby sustain or be put unto; and in case the said Company shall not, on receiving Three Days Notice in Writing from the Clerk or Collector of the said Trustees of the River *Weaver* Navigation, repair and make good, or begin and proceed with all due Dispatch to repair and make good, such Damage and Injury, it shall be lawful for the said Trustees and they are hereby authorized and empowered, at the Expiration of such Notice, by themselves, their Agents, Servants, or Workmen, to repair and make good such Injury or Damage, and all the Expences thereof, and also the Loss or Damage occasioned thereby, shall be repaid by the said Company to the Trustees of the River *Weaver* Navigation, and in default of Payment thereof on Demand (so that such Demand be in Writing, and fully and accurately state the Particulars of all such Expences, Loss, and Damage), the said Trustees of the River *Weaver* shall and may sue for and recover the same against and from the said Company, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*; and in case, by and during the Progress of the Works or the Repairs thereof by this Act authorized to be made, or by reason of any of the Causes aforesaid, the Flats, Barges, or Vessels navigating the said River *Weaver* shall not be able to pass along the same, or in case the Waterway of the said River *Weaver* shall in any way be injured or narrowed further or otherwise than is herein-before authorized, then and in every of the said Cases the said Company shall pay unto the said Trustees the Sum of One hundred Pounds *per* Day, as liquidated or ascertained Damage for such Interruption, for each and every Day that the Navigation of the said River *Weaver* shall be so interrupted as aforesaid, and so long as the same shall continue, and so in proportion for any Period less than a Day, to be recovered in manner aforesaid, and also shall and will make Compensation to all other Parties navigating on the said River *Weaver* for all Loss or Injury which they severally may sustain by such Obstruction or Delay as aforesaid, to be recovered in like Manner.

Damages done to the River *Weaver* to be made good by the Company.

XXVI. Provided always, and be it further enacted, That nothing in this Act shall extend or be deemed or construed to extend to prejudice, diminish, alter, take away, or affect any of the Rights, Privileges, Powers, or Authorities of the said Trustees of the River *Weaver* Navigation in the

Saving the Rights of the Trustees of the River *Weaver*.

[*Local.*]

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County

County Palatine of *Chester*, or of their Successors (save as is hereby expressly provided).

Turnpike Road in Hartford not to be narrowed.

XXVII. And whereas it is intended that the said Railway shall cross the Turnpike Road commonly called the *Hartford Green* Road, in the Township of *Hartford* in the said County of *Chester*; be it therefore enacted, That the Bridge which may be erected for carrying such Turnpike Road over the said Railway shall be so constructed and built that the Road over such Bridge shall not be contracted or narrowed to a less Width than Thirty Feet between the Fences of such Road, and that the Parapet Walls of the said Bridge shall not be less than Four Feet above the Surface of such Bridge.

Bridge to be constructed over the Ellesmere Canal.

XXVIII. And whereas the said Railway is intended to be carried over the *Ellesmere* and *Chester* Canal by means of a Bridge, and it is expedient to provide against Obstructions being thereby occasioned to the free Navigation of the said Canal; be it therefore further enacted, That it shall be lawful for the said Company of Proprietors hereby incorporated, and they are hereby authorized and required, at their own Expence, to erect, build, and for ever after maintain in perfect Repair, a good, firm, and substantial Bridge, of Brick, Stone, or Iron, over the said Canal and the Towing Path thereof, with proper Approaches thereto, upon which Bridge the said Railway shall be made; and the said Bridge shall be so constructed as to leave within the Abutments of the Arch thereof a free, open, and uninterrupted navigable Waterway of Sixteen Feet in Width, together with a Towing Path of Five Feet in Width; and the Abutments of the said Bridge shall be carried up perpendicularly to the Height of Five Feet above the Surface of the Water of the said Canal at the Place of crossing, and the Arch shall not rise less than Six Feet from its springing to the under Side of the Keystone of the said Arch.

Width of Waterway to be left in constructing the Bridge.

XXIX. And be it further enacted, That the said Company of Proprietors hereby incorporated shall and they are hereby required, during the Progress of constructing such intended Bridge, or the necessary Repairs thereof, or the Erection of any future Bridge in lieu thereof, from Time to Time and at all Times to leave a free, open, and uninterrupted navigable Waterway in the said Canal of not less than Twelve Feet in Width and Nine Feet in Height under the Centering to be used for constructing, repairing, or rebuilding of the said Bridge.

The Rights of the Proprietors of the Ellesmere and Chester Canal not to be affected, nor the Canal diverted.

XXX. And whereas the said Railway is intended to pass over or near to a Part of the *Ellesmere* and *Chester* Canal, and it is therefore expedient to make the following Provisions in consequence thereof; be it further enacted, That nothing in this Act contained shall take away, diminish, prejudice, or affect any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the said *Ellesmere* and *Chester* Canal, or authorize or empower the said Railway Company to alter the Line or Level of the said Canal, or the Towing Paths thereof, or any Part or Parts thereof respectively, or in any Manner to obstruct the passing of Boats, Barges, or other Vessels along the said Canal or any Part thereof, or so to divert any of the Waters therein, or the Streams, Brooks, or Rivulets which may have been taken for the Use of or which now supply the said Canal with Water, as in any Manner to injure any of the

Works of the said Canal; and that it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway deposited with the Clerks of the Peace for the several Counties through which such Railway is intended to pass, by which Deviation any of the Locks, Side Ponds, Towing Paths, Bridges, Banks, or Feeders, or any other Works of or belonging to the said Canal, shall be taken, used, or damaged, without the Consent in Writing of the said Company of Proprietors of the said *Ellesmere* and *Chester* Canal, under their Common Seal, first had and obtained.

XXXI. And be it further enacted, That if in the Execution of any of the Works by this Act authorized to be made, or by any Act or Omission of the said Railway Company, their Agents, Servants, or Workmen, or if by reason or in consequence of any of the said Works when made, the said *Ellesmere* and *Chester* Canal, or the Branches thereof, or the Towing Path thereof, shall at any Time be so obstructed as that Boats, Barges, or other Vessels using the same cannot conveniently pass along the same, then and in either of the said Cases it shall and may be lawful for the said Company of Proprietors of the said Canal, at the Costs and Charges of the said Railway Company, to remove, take, and put away any such Obstruction or Impediment as aforesaid, and to make good all Damage or Injury done to the said Navigation thereby, and that the said Railway Company shall pay to the said Company of the said Canal, as or by way of ascertained Damages, all Costs and Charges to be incurred as aforesaid, and also the Sum of One hundred Pounds for every Twenty-four Hours during which such Obstruction or Impediment shall continue on the said Canal, and so in proportion for any less Time than Twenty-four Hours; and in default of Payment of such Costs and Charges, or of the said Sum of One hundred Pounds, or such Proportion thereof as shall become due, on Demand made of or from the Treasurer of the said Railway Company, provided such Demand be in Writing, and fully and accurately state the Particulars thereof, any Two or more of His Majesty's Justices of the Peace shall and they are hereby required, on Application by the said Company of Proprietors of the said Canal, 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 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; or the said Company of Proprietors of the said 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 His Majesty's Courts at *Westminster*.

Ellesmere  
and Chester  
Canal not to  
be obstruct-  
ed.

XXXII. And whereas it is intended that the said Railway shall be carried under the *Newport* and *Stonnall* Turnpike Road in the County of *Stafford*, at the Place where the said Railway, as delineated on the Plan thereof deposited with the Clerk of the Peace for the said County of *Stafford*, crosses the said Road; be it therefore enacted, That the said Company shall and they are hereby required to construct, at their own Expence, a good and sufficient Bridge for carrying the said Turnpike Road

As to New-  
port and  
Stonnell  
Road.

Road over the said Railway, and particularly that the Summit of such Bridge shall not exceed Four Feet from the present Level of the said Road, and that the Ascent to the Summit shall not exceed One Foot in Thirty, the Arches under the said Road shall be Thirty Feet in Length, and the Parapet Walls thereof not less than Four Feet in Height above the Surface of the said Bridge, and that the Approaches thereto shall be properly guarded and fenced on each Side thereof; and further, that the said Company of Proprietors shall and they are hereby required, at their own Expence, to make and complete, fit for the Passage of Horses and other Cattle, Carts and Carriages, so much and such Part of the said Turnpike Road as shall be so raised or in anywise altered as aforesaid, and to maintain and keep the same in perfect Repair for the Space of Two Years after the same shall have been so completed.

For protect-  
ing the Staf-  
fordshire and  
Worcester-  
shire Canal,  
a Bridge shall  
be erected  
and main-  
tained over  
the same by  
the Railway  
Company.

XXXIII. And whereas the said Railway is intended to be carried over the *Staffordshire* and *Worcestershire* Canal Navigation at or near to a Place called *Slade Heath*, in the Parish of *Brewood* in the County of *Stafford*, by means of a Bridge or Viaduct: And whereas it is expedient to provide against the Injury that may be occasioned thereby to the free Navigation of the said Canal; be it therefore enacted, That the said Railway Company shall and they are hereby required, at their own Expence, to build in a proper Manner, and to the Approbation of the Engineer for the Time being of the Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation, a good, firm, and substantial Bridge or Viaduct, of Brick, Stone, or Iron, over the said Canal and the Towing Paths thereof, with proper Approaches thereto, at or near to the said Place called *Slade Heath*, upon which Bridge or Viaduct the said Railway shall be made; and the Opening or Span of the Arch of the said Bridge or Viaduct shall not be less than Thirty-two Feet between the Walls or Abutments thereof, and the Spring of the Arch shall commence at a Point not being less than Seven Feet above the Surface of the Water according to the High-water Level thereof, and the under Side of the Centre of the said Arch shall not be less than Eleven Feet above the Surface of the Water according to the High-water Level thereof; and the said Railway Company shall, at all Times for ever after such Bridge or Viaduct shall be erected, keep the same, and any future Bridges or Viaducts to be erected in lieu thereof, and which shall be of the like Dimensions, Capacity, and Materials as are herein-before mentioned, in good and complete Repair; and in case of any Want of Repair to the said Bridge or Viaduct, and Notice thereof being given by any Agent of the said *Staffordshire* and *Worcestershire* Canal Company to the said Railway Company, their Agent or Clerk, if the said Railway Company shall not for the Space of Seven 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 *Staffordshire* and *Worcestershire* Canal Company to make all such Repairs to the said Bridge or Viaduct as they may think necessary, and all the Expences thereof shall be repaid by the said Railway Company to the said *Staffordshire* and *Worcestershire* Canal Company, upon Demand; and in default of such Payment any Two or more of His Majesty's Justices of the Peace for the said County of *Stafford* shall and they are hereby required, upon Application by the said *Staffordshire* and *Worcestershire* Canal Company, or their Clerk or other Person authorized by them, by War-  
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rant under the Hands and Seals of the said Justices, to cause the Amount of such Expences, which shall be first settled and allowed by such Justices, to be levied by Distress and Sale of the Goods and Chattels of the said Railway Company, and to be paid to the said *Staffordshire* and *Worcestershire* 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; or otherwise the said *Staffordshire* and *Worcestershire* 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 His Majesty's Courts of Record at *Westminster*.

XXXIV. And be it further enacted, That the said Company of Proprietors hereby incorporated shall and they are hereby required, during the Progress of constructing such intended Bridge, or the necessary Repairs thereof, or the Erection of any future Bridge in lieu thereof, from Time to Time and at all Times to leave a free, open, and uninterrupted navigable Waterway in the said *Staffordshire* and *Worcestershire* Canal, of not less than Twenty Feet in Width, and Eight Feet in Height under the Centering to be used for constructing, repairing, or rebuilding of the said Bridge, and also a free, open, and uninterrupted Passage along the Towing Path of or belonging to the said last-mentioned Canal.

For protecting the Canal during the building and repairing of the Bridge.

XXXV. Provided always, and be it further enacted, That the said Railway Company shall not, in erecting the said Bridge or Viaduct, nor by means of such Bridge or Viaduct when erected, nor in the Repairs thereof, nor in the Erection of any future Bridge or Viaduct, deviate in any respect from the Line or Direction of the said Railway as laid down in the Plan lodged with the Clerk of the Peace for the County of *Stafford*, without the Consent in Writing of the said *Staffordshire* and *Worcestershire* Canal Company, under their Common Seal, first had and obtained; nor shall the said Railway Company alter the Course of the said *Staffordshire* and *Worcestershire* Canal, nor deepen the Bed thereof, nor injure any of the Works of the same.

Company not to deviate from their own Line without the Consent of the *Staffordshire* and *Worcestershire* Canal Company.

XXXVI. Provided always, and be it further enacted, That nothing herein contained shall authorize or empower the said Company of Proprietors hereby incorporated to take away, obstruct, or lessen any Springs, Brooks, Streams, Feeders, Waters, or Watercourses which now are or heretofore have been taken for the Use of the said *Staffordshire* and *Worcestershire* Canal Navigation, or which the Company of Proprietors of the said *Staffordshire* and *Worcestershire* Canal Navigation are by Law authorized or empowered to take for the Use of their said Canal; and if at any Time or Times hereafter it may be found necessary for the Purposes of this Act to make or construct any Arches, Bridges, Tunnels, Culverts, Drains, or other Works over or along any of such Springs, Brooks, Streams, Feeders, Waters, or Watercourses, all such Arches, Bridges, Tunnels, Culverts, Drains, and other Works shall be made and constructed at the Expence of the said Company of Proprietors hereby incorporated, but under the Superintendence and Direction and to the Satisfaction of the Engineer for the Time being of the said Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation; and all such Arches, Bridges, Tunnels, Culverts, Drains, Watercourses, and other Works shall from Time to Time be supported,

The Springs, &c. of the *Staffordshire* and *Worcestershire* Canal preserved.

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maintained,

maintained, cleansed, and kept in good, sufficient, and proper Order and Repair by the said Company of Proprietors hereby incorporated, to the Satisfaction of the Engineer for the Time being of the said Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation; and if at any Time after Seven Days Notice in Writing shall be given, by or on the Behalf of the said Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation, that the said Arches, Bridges, Tunnels, Culverts, Drains, Watercourses, and other Works, or any of them, are not made to the Satisfaction of the Engineer for the Time being of the said Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation, or being made, and shall not be cleansed, maintained, kept, and repaired according to the true Intent and Meaning of this Act, it shall and may be lawful for the said Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation, and their Engineer, Surveyors, and Workmen, to make, cleanse, and repair all such Arches, Bridges, Tunnels, Culverts, Drains, Waters, Watercourses, and other Works, in such Manner as may appear necessary to the Engineer for the Time being of the said Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation; and all the Costs, Charges, and Expences thereof shall be paid on Demand to the said last-mentioned Company by the Company of Proprietors hereby incorporated, and in case of Neglect or Refusal by the said Company of Proprietors hereby incorporated to satisfy and defray such Expences, for the Space of Twenty-one Days after Demand thereof made in Writing upon the said Company of Proprietors hereby incorporated, or their principal Clerk for the Time being, such Expences may be levied and recovered by the said Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation, by Distress and Sale of the Goods and Chattels of the said Company of Proprietors hereby incorporated, in the same Manner as any other Expences may by virtue of this Act be levied and recovered upon or from the said Company of Proprietors hereby incorporated.

Saving the Rights of the *Staffordshire* and *Worcestershire* Canal Company.

XXXVII. Provided also, and it is further enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation, in and by the Two several Acts relating to the said Canal, the one made and passed in the Sixth Year of the Reign of His Majesty King George the Third, intituled *An Act for making and maintaining a navigable Cut or Canal from the River Severn between Bewdley and Titton Brook in the County of Worcester, to cross the River Trent at or near Heywood Mill in the County of Stafford, and to communicate with a Canal intended to be made between the said River Trent and the River Mersey*; and the other made and passed in the Tenth Year of the Reign of His Majesty King George the Third, intituled *An Act to explain and amend an Act made in the Sixth Year of His present Majesty, intituled 'An Act for making and maintaining a navigable Cut or Canal from the River Severn between Bewdley and Titton Brook in the County of Worcester, to cross the River Trent at or near Heywood Mill in the County of Stafford, and to communicate with a Canal intended to be made between the said River Trent and the River Mersey, and for granting further Powers for that Purpose*; but saving and reserving to the said Company all the Rights, Privileges, and Franchises, and also saving and reserving all such Powers, Authorities,

thorities, and Provisions in the said Acts respectively contained as if this Act had not been passed.

XXXVIII. And be it further enacted, That the Line of the said Railway on the Estate of *Richard Savage Pountney* of *Lowhill* in the Parish of *Bushbury* in the County of *Stafford*, Esquire, shall not be varied from the Line specified in the Map or Plan deposited in the Office of the Clerk of the Peace for the County of *Stafford*, without the Consent in Writing of the said *Richard Savage Pountney*, his Heirs or Assigns, for that Purpose first had and obtained.

Railway not to deviate from the Line at *Bushbury* without the Consent of *Mr. Pountney*.

XXXIX. And be it further enacted, That the said Company hereby incorporated, their Successors and Assigns, shall and will, when required so to do by the said *Richard Savage Pountney*, his Heirs or Assigns, at any Time or Times hereafter, at their own Expence, make, erect, and for ever after keep in proper Repair, a Bridge, to consist of Iron, properly ornamented, over the said Railway hereby authorized to be made, in such Part of a Lawn or Field, marked Number \_\_\_\_\_ in that Part of the Plan deposited in the Private Bill Office of the House of Commons which refers to the Parish of *Bushbury*, as shall be required by the said *Richard Savage Pountney*, his Heirs or Assigns, and to which Bridge proper Approaches shall be made, such Bridge to be of the Width of Twelve Feet at the least, and of sufficient Strength for the Passage of Waggon, Carts, and other Carriages, Horses, Cattle, and Sheep.

Company to erect a Bridge over their Railway on *Mr. Pountney's* Estate.

XL. And be it further enacted, That if the said Company of Proprietors hereby incorporated, their Successors or Assigns, shall fail or neglect to erect, complete, maintain, and keep in repair the said Bridge to be erected in the Lawn or Field numbered \_\_\_\_\_ as aforesaid, and the Approaches thereto, agreeably to the Terms herein-before mentioned, then and in every such Case it shall and may be lawful to and for the said *Richard Savage Pountney*, his Heirs and Assigns, to erect and complete the said Bridge and Approaches thereto, and to repair, support, and maintain the same respectively from Time to Time as the same shall require; and all the Costs, Charges, and Expences thereof shall be repaid by the said Company hereby incorporated to the said *Richard Savage Pountney*, his Heirs and Assigns, within Two Calendar Months after an Account thereof from Time to Time shall have been delivered to the Clerk or Treasurer of the said Company of Proprietors hereby incorporated, or left at their or either of their Places of Abode; and in default of Payment of the said Costs, Charges, and Expences within the Time aforesaid, the said *Richard Savage Pountney*, his Heirs and Assigns, shall and he and they is and are by this Act authorized and empowered to levy the said Costs, Charges, and Expences, by Distress and Sale of the Goods and Chattels of the said Company, in the same Manner as is by this Act provided for Recovery of any Sum of Money which shall be directed or ordered to be paid by way of Compensation for Damages done or committed by the said Company.

In case the Company shall not erect the Bridge, *Mr. Pountney* may build it at the Expence of the Company

XLI. And be it further enacted, That that Part of the said Line of Railway which is intended to pass by means of a Tunnel under the *Wyrley* and *Essington* Canal Navigation at or near a certain Place called *Wednesfield*

The Tunnel under the *Wyrley* and *Essington* Canal to

made according to a Plan to be approved of by the Surveyor of the Canal.

*field Heath*, in the Township of *Wednesfield* in the Parish of *Wolverhampton* in the County of *Stafford*, shall be made in the Line and Direction delineated and shown in the Maps or Plans deposited with the Clerk of the Peace of the said several Counties herein-before mentioned, or as near thereto as practicable; and the said Tunnel, and all other necessary Works, shall be excavated, formed, and constructed in a good, firm, and substantial Manner, at the Expence of the said Railway Company, according to a Plan, Section, and Specification to be submitted to and approved of by the Surveyor for the Time being of the said *Wyrley* and *Essington* Canal Navigation, previous to the Work being commenced, who shall at all Times have full Liberty, Power, and Authority, with any Assistants or Workmen, to inspect and examine the same during the Progress of the Work, and during the Time the said Tunnel shall continue to be used for the Purposes of the said Railway: Provided further, that nothing herein contained shall authorize the Company of Proprietors of the *Wyrley* and *Essington* Canal Navigation, or their Surveyor, to require or compel the said Railway Company to leave any greater Depth of Waterway in the said Canal at the said Place where the said Railway is to pass under the said Canal than there is at present.

As to Deviation of Line of Tunnel under the *Wyrley* and *Essington* Canal Navigation.

XLII. And be it further enacted, That in case it shall be deemed requisite for any Reason, in the course of the working and Excavation of the said Tunnel, to make any Deviation from the Line or Level of the same as delineated and shown in the said Plan and Sections, such Deviation shall only be made with the Consent of the said Company of Proprietors of the *Wyrley* and *Essington* Canal Navigation, under their Common Seal, first had and obtained.

Tunnel to be kept in good Repair under *Wyrley* and *Essington* Canal Navigation.

XLIII. And be it further enacted, That the said Railway Company shall and they are hereby required, from Time to Time and at all Times hereafter, to keep or cause to be kept the said Tunnel under the said *Wyrley* and *Essington* Canal Navigation, and the Walls of the same, and all the Works appertaining to the said Tunnel, in good and substantial Repair in every respect, to the Satisfaction of the Surveyor of the said *Wyrley* and *Essington* Company for the Time being; and in case of any Want of Repair of the said Tunnel or Works connected therewith, and Notice thereof given to the said Railway Company by the Surveyor of the said *Wyrley* and *Essington* Canal Navigation, if the said Railway Company shall not for the Space of Seven Days after the Service of such Notice commence such Repair, 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 *Wyrley* and *Essington* Canal Navigation to proceed and make good the same, causing as little Obstruction to the said Railway in the Progress of such Repair as may be; and all the Costs, Charges, and Expences incurred by the said Canal Company shall be paid, on Demand, by the said Railway Company; or in failure of such Payment for Twenty-one Days after such Demand, the same may be recovered by the said Canal Company, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*; provided that such Demand be made in Writing, and shall fully and accurately state the Particulars of all such Costs, Charges, and Expences.

XLIV. Pro-

XLIV. Provided also, and be it further enacted, That if in consequence of the said Railway being abandoned or given up by the said Railway Company the said Tunnel shall not be used or employed by the said Company for the Purposes of a Railway for the Space of Seven Years, then and in such Case the said Tunnel shall revert to and be at the entire Disposal of the said Company of Proprietors of the *Wyrley and Essington Canal Navigation* for ever; and the said Railway Company in such Event shall and they are hereby required, upon the Request of the said Canal Company, to be signified under their Common Seal, to take down and remove the Walls of the said Tunnel, and fill up and cover over or arch and well and effectually secure the Cavities occasioned thereby, for the perfect Safety of the Public, in such Manner as shall be approved of by the said Surveyor for the Time being.

In case the Railway is abandoned, Tunnel to be at the Disposal of the Devisees of the *Wyrley and Essington Canal Company*.

XLV. And be it further enacted, That if by reason of any Accident, or in the Execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any of such Works or of the said Tunnel under the said *Wyrley and Essington Canal Navigation*, or of any of the Slopes, Banks, or Walls of the said Railway near the said *Wyrley and Essington Canal Navigation*, it shall happen that the said *Wyrley and Essington Canal Navigation*, or the Towing Path thereof, shall be so injured that Boats, Barges, or other Vessels navigating or using the said Canal shall be obstructed or impeded in their Passage, or shall not be able to pass along the same, then and in any such Case the said Railway Company shall pay to the said *Wyrley and Essington Canal Company*, as or by way of ascertained Damages, the Sum of Eighty Pounds for every Day during which any such Impediment shall continue; and in default of Payment of the said Sum or Sums, as the Case may be, on Demand made on the Treasurer of the said Railway Company, the said Company of Proprietors of the *Wyrley and Essington 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 His Majesty's Courts of Record at *Westminster*: Provided also, that nothing herein contained shall extend to prevent the said Company of Proprietors of the *Wyrley and Essington Canal Navigation* from recovering against the said Railway Company any special Damage that may be sustained by them, or that they may be liable to pay, and shall pay, to any other Person or Persons whomsoever, for or on account of the Acts or Defaults of the said Railway Company, or by the flowing of the Water out of the said Canal, if the same shall happen by reason of the making and maintaining of the said Railway, 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 Company of Proprietors of the *Wyrley and Essington Canal Navigation*; and in case the

For preventing Obstructions in the *Wyrley and Essington Canal*.

[Local.]

6 Z

Amount

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 said 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, and no Execution shall be issued in any such Action for special Damages pending any Action for any such Penalties, but after Judgment in any such last-mentioned Action then Execution may be taken out in such first-mentioned Action for the Balance, if any remaining, after deducting any such Penalties recovered from any Sum also recovered for such special Damages in any such first-mentioned Action.

Not to affect the Rights of the Wyrley and Essington Canal Navigation, or to obstruct Water-courses, &c.

XLVI. Provided always, and be it further enacted, That nothing in this Act contained shall take away, diminish, alter, prejudice, or affect any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the said *Wyrley* and *Essington* Canal Navigation, or authorize or empower the said Railway Company so to alter, divert, or obstruct any of the Springs, Brooks, Streams, Feeders, Waters, or Water-courses therein, which now supply the said Canal with Water, as to take away the Water thereof, or to injure any of the Works of the said Canal, without the Consent of the said Company of Proprietors of the *Wyrley* and *Essington* Canal Navigation, under their Common Seal, first had and obtained.

For Protection of Birmingham Canal Company.

XLVII. And whereas the said Railway is intended to be carried over the *Birmingham* Canal Navigation in the Parish of *Darlaston* in the County of *Stafford* by means of a Bridge or Viaduct: And whereas it is expedient to provide against Injury being occasioned thereby to the free Navigation of the said Canal; be it therefore enacted, That the said Railway Company shall and they are hereby required, at their own Expence, to build, in a proper Manner, and to the Satisfaction of the Engineer for the Time being of the Company of Proprietors of the *Birmingham* Canal Navigations, a good, firm, and substantial Bridge or Viaduct, of Brick, Stone, or Iron, over the said Canal and the Towing Paths thereof, with proper Approaches thereto, in the said Parish of *Darlaston*, upon which Bridge or Viaduct the said Railway shall be made, and the Opening or Span of the Arch of the said Bridge or Viaduct shall not be less than Thirty Feet between the Walls or Abutments thereof, and the Spring of the Arch shall commence at a Point not being less than Seven Feet above the Surface of the Water, according to the High-water Level thereof, and the under Side of the Centre of the said Arch shall not be less than Eleven Feet Six Inches in Height above the Surface of the Water, according to the High-water Level thereof; and the said Railway Company shall at all Times for ever, after such Bridge or Viaduct shall be erected, keep the same, and every future Bridge or Viaduct to be erected in lieu thereof, and which should be of the like Dimensions, Capacity, and Materials as are herein-before mentioned, in good and complete Repair; and in case of any Want of Repair to the said Bridge or Viaduct, whether arising from the sinking of the said Bridge or Viaduct, or any other Cause, and Notice thereof being given by any Agent of the said *Birmingham*

*ham* Canal Company to the said Railway Company, their Agent or Clerk, if the said Railway Company shall not, for the Space of Three Days after such Notice, commence such Repairs, and in case of any such sinking raise and rebuild the said Bridge or Viaduct, or such Part thereof as shall be necessary, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said *Birmingham* Canal Company from Time to Time to make all such Repairs to the said Bridge or Viaduct, and raise and rebuild the same, or such Part thereof as shall be necessary, in such Manner as they may think proper, and all the Expences thereof shall be repaid by the said Railway Company to the said *Birmingham* Canal Company, upon Demand; and upon default of such Payment, any Two or more of His Majesty's Justices of the Peace for the said County of *Stafford* shall and they are hereby required, on Application by the said *Birmingham* Canal Company, or their Clerk, or other Person authorized by them, by Warrant under the Hands and Seals of the said Justices, to cause the Amount of such Expences, which shall be first settled and allowed by such Justices, to be levied by Distress and Sale of the Goods and Chattels of the said Railway Company, and to be paid to the said *Birmingham* Canal Company, their Agent or Clerk, rendering the Overplus (if any), on Demand, after deducting the reasonable Charges of making such Distress and Sale, to the said Company; or otherwise the said *Birmingham* 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 His Majesty's Courts of Record at *Westminster*.

XLVIII. And be it further enacted, That the said Railway Company shall not, in the erecting of such Bridge or Viaduct, nor by means of such Bridge or Viaduct when erected, nor in the Repair thereof, nor in the Erection of any future Bridge or Viaduct in lieu thereof, nor by any other Means, alter the Course of the said *Birmingham* Canal, nor obstruct the same so as to impede the Navigation of the said Canal, nor injure any of the Works thereof.

Course of  
Birmingham  
Canal not to  
be altered.

XLIX. Provided also, and be it further enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the *Birmingham* Canal Navigations, or in any Person or Persons, in and by all or any of the several Acts of Parliament now in force relating to the said Canals, except as is expressly enacted by this present Act: Provided always, that in the Exercise of all or any of such Rights, Privileges, Powers, Authorities, or Provisions the said Railway and Works hereby authorized to be made by the said Railway Company, or any of them, or any Part thereof, shall not be in any Manner injured or damaged, and that the free Passage upon and along the said Railway shall not be in the least impeded or obstructed.

Saving  
Rights of  
Birmingham  
Canal Com-  
pany.

L. And whereas it may be expedient and proper that the Chancellor and Council of His Majesty's Duchy of *Lancaster*, on His Majesty's Behalf, shall be authorized to sell and convey to the said Company such Lands and Hereditaments; belonging to His Majesty in right of His said Duchy, as may be necessary to be purchased, taken, or used for the Purpose of making such Railway or Railways or other Works as aforesaid; be it therefore

Chancellor  
and Council  
of the Duchy  
of *Lancaster*  
authorized to  
sell Lands  
necessary for  
making Rail-  
way.

therefore enacted, That it shall be lawful for the Chancellor and Council of His Majesty's Duchy of *Lancaster* for the Time being to contract and agree with the said Company for the Sale of any Lands and Hereditaments which by the said Company shall be thought necessary to be purchased, taken, or used for the Purposes of this Act, in the Line of the said intended Railway or Railways, belonging to His Majesty or His Heirs and Successors in right of His said Duchy, at and for such Price or Prices and upon such Terms and Conditions as shall be settled and agreed upon between the said Chancellor and Council and the said Company; and upon Payment of such Sum or Sums of Money as shall be so settled and determined upon as and for the Price and Consideration for such Lands and Hereditaments, it shall be lawful for the said Chancellor and Council of the said Duchy for the Time being, by any Deed or Writing under the Seal of the said Duchy, for and in the Name of His Majesty, His Heirs and Successors, to grant and convey the same Lands and Hereditaments, and the Fee Simple and Inheritance thereof, to the said Company, for the Uses and Purposes of this Act; which said Deed or Writing under the Seal of the said Duchy, being enrolled in the Court of the Duchy Chamber of *Lancaster* within Twelve Calendar Months from the Date thereof, shall be effectual and sufficient to vest in the said Company the Fee Simple and Inheritance thereof, for the Uses and Purposes of this Act; any thing contained in an Act passed in the First Year of the Reign of Queen *Anne*, intituled *An Act for the better Support of Her Majesty's Household, and of the Honour and Dignity of the Crown*, or in any other Act, to the contrary thereof in anywise notwithstanding; and all and every Sum and Sums of Money to be paid as and for the Purchase or Consideration Money for the Lands or Hereditaments so to be sold and conveyed as last mentioned, under and by virtue of this Act, shall be paid by the said Company or their Treasurer into the Hands of the Receiver General of the said Duchy for Time being, or his Deputy, and shall be by him paid, applied, and disposed of according to the Provisions and Regulations contained in an Act passed in the Forty-eighth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act to improve the Land Revenue of the Crown in England, and also of His Majesty's Duchy of Lancaster*, or any other Act or Acts now in force for that Purpose.

1 Anne, c. 7.

48 G. 3. c.73.

Provisions for  
Deficiencies  
in Land Tax.

LI. And whereas by reason of the Exercise of the Powers by this Act granted there may be Deficiencies in the Assessments for Land Tax in the several Parishes or Townships through or in which the several Works hereby authorized may pass or be situate; be it therefore enacted, That the said Company, from and after they shall have become seised and possessed by virtue of this Act of any Premises charged with the Land Tax, and until the Works hereby authorized to be made shall be completed and assessed to such Land Tax, (unless the said Company shall think fit to redeem the same under the Powers of the Acts for the Redemption of Land Tax,) be subject and liable from Time to Time to pay and make good, to or in aid of such several Parishes or Townships as aforesaid, out of the Monies to arise by virtue of this Act, all such Sums of Money as shall be deficient in the said several Assessments for Land Tax within the said several Parishes or Townships by reason or means of taking down or using for the Purposes of this Act any Premises liable to such Assessments, according to the Rental at which the same were valued or rated at  
the



the Time of the passing of this Act ; and the Treasurer to be appointed under this Act is hereby required to pay all such Deficiencies, on Demand thereof, to the Collector or Collectors of the said Assessments.

LII. And be it further enacted, That the Distance between the inside Edges of the Rails of the said Railway or Railways shall not be less than Four Feet Eight Inches, and the Distance between the outside Edges of the Rails of the said Railway or Railways shall not be more than Five Feet One Inch.

Width between Rails of Railway.

LIII. Provided always, and be it further enacted, That where the said Railway or Railways shall cross any public Highway, the Ledge or Flanch of such Railway or Railways, for the Purpose of guiding the Wheels of the Carriages thereupon, shall not rise above or sink below the Level of such Road more than One Inch.

Height of Ledges where crossing public Roads.

LIV. Provided always, and be it further enacted, That where any Bridge shall be erected by the said Company for the Purpose of carrying the said Railway over or across any public Road, the Span of the Arch of such Bridge shall be formed and shall at all Times be and be continued of such Width as to leave a clear and open Space under every such Arch of not less than Fifteen Feet, and of a Height from the Surface of such Road to the Centre of such Arch of not less than Sixteen Feet, and the Descent under any such Bridge shall not exceed One Foot in Thirteen Feet.

Width and Height of Bridges carrying Railway over public Roads.

LV. And be it further enacted, That where any Bridge shall be erected for carrying any public Road over the said Railway the Road over such Bridge shall be formed and shall at all Times be continued of such Width as to leave a clear and open Space between the Fences of such Road of not less than Fifteen Feet, and the Ascent of every such Bridge for the Purpose of such public Road shall not be more than One Foot in Thirteen Feet, and a good and sufficient Fence shall be made on each Side of every such Bridge, which Fence shall not be less than Four Feet above the Surface of such Bridge.

Regulating Ascent of Bridges for carrying public Roads over Railway.

LVI. And be it further enacted, That in all Cases wherein the said Railway shall cross any public Highway on a Level, the said Company shall erect and at all Times maintain good and sufficient Gates across the said Railway at the Point where it shall cross such public Highway, all which Gates shall be constantly kept shut by some Person or Persons to be appointed by the said Company, (and which Person and Persons the said Company are hereby required to appoint, under a Penalty of Five Pounds for each Default,) except during the Times when Carriages passing along such Railway shall have to cross the said Highway, and then the same Gates shall be opened for the Purpose only of letting such Carriages pass through ; and the Person or Persons entrusted with the Care of such Gates shall cause every such Gate to be shut as soon as such Carriages shall have passed through the same, under the Penalty of Five Pounds for every Default therein.

Where the Railway crosses public Highways on a Level, Company to erect Gates at each Side.

LVII. And whereas Maps or Plans, describing the Line of the said Railway or Railways, and the Lands, Tenements, and Hereditaments in, through, under, over, and upon which the same is or are intended to be carried or made, together with Books of Reference thereto, containing

Plans and Books of Reference to remain with Clerks of Peace, and to

[*Local.*]

7 A

Lists

be open to  
Inspection.

Lists of the Names of the Owners and Occupiers, or reputed Owners and Occupiers of such Lands, Tenements, and Hereditaments, have been deposited with the Clerks of the Peace for the Counties of *Lancaster, Chester, Stafford, and Warwick*; be it therefore enacted, That the said Maps or Plans and Books of Reference, so deposited, shall remain with and be kept by the said Clerks of the Peace respectively; and all Persons interested in any Manner in such Lands, Tenements, or Hereditaments shall have Liberty at all reasonable Times to inspect and to make Extracts from or Copies of the said Maps or Plans and Books of Reference respectively, paying to the Clerk of the Peace in whose Custody the Map or Plan or Book of Reference so inspected or referred to may be, for every Inspection the Sum of One Shilling, and for Copies of or Extracts from the said Books of Reference after the Rate of Sixpence for every One hundred Words; and the said Maps or Plans and Books of Reference, or true Copies thereof, or of so much thereof respectively as shall relate to any Matter which may be in question, shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

Limiting  
Deviation  
from Plan  
without  
Consent.

LVIII. And be it further enacted, That the said Company, in making the said Railway or Railways and other Works by this Act authorized, shall not deviate beyond One hundred Yards from the Line delineated on the Maps or Plans (so deposited with the Clerks of the Peace as herein-before mentioned), without the Consent of the Owner or Owners of the Property to be affected by any such Deviation; nor shall any such Deviation extend into the Lands or Property of any Person whose Name is not mentioned in the said Books of Reference, or in the Lists of Assents and Dissents deposited in Parliament in pursuance of the Standing Orders, without the Consent of such Person first obtained, unless the Name of such Person shall have been omitted by Mistake, and unless the Fact that such Omission proceeded from Mistake shall have been certified in manner herein-after provided for in case of unintentional Errors in the said Books of Reference: Provided always, that it shall not be lawful for the said Company to make any Deviation from the Line so delineated on the said Maps or Plans where the same passes through the Estates of the Right Honourable *Thomas William Earl of Lichfield*, in the Parishes of *Ellenball and Chebsey*, of *Francis Eld Esquire*, in the Parishes of *Houghton, Ranton, Seighford, and Ellenball*, of *Edward John Littleton Esquire*, in the Parish of *Penkridge*, of *Mr. William Shenstone*, in the Parish of *Brewood*, and of *Thomas William Giffard Esquire*, in the Parishes of *Penkridge and Eccleshall*, except with the Consent of the said Parties respectively in Writing first had and obtained; nor shall the said Railway, through Three certain Fields in *Penkridge* belonging to *William Congreve Esquire*, numbered respectively Sixty, Sixty-one, and Sixty-three on the said Plan, be carried more to the Eastward than as described upon the said Plan, except with such Consent as aforesaid, nor more towards the East where the said Line passes through the Lands of *John Gough* in the Parish of *Handsworth*, numbered in the said Map or Plan Forty-four, Forty-five, Forty-six, Fifty-eight, Fifty-nine, Sixty, Sixty-one, Sixty-two, Sixty-three, Sixty-four, and Sixty-five, except with such Consent as aforesaid.

No Deviation  
in the Places  
herein  
described  
without  
Consent.

Uninten-  
tional Errors  
not to pre-

LIX. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said Railway or Railways and other Works upon, in, over or through the Lands, Tenements, or Hereditaments

ditaments upon, in, over, or through which such Railway or Railways and other Works are delineated on the said Maps or Plans, although such Lands, Tenements, or Hereditaments, or any of them, or the Situation thereof respectively, or the Name of the Owners or of the Occupiers thereof respectively, may happen to be omitted, mis-stated; or erroneously described in this Act, or in the Schedule hereto, or in the said Book of Reference, if it shall appear to any One or more Justices of the Peace for the County wherein such Lands, Tenements, or Hereditaments may lie, (in case of Dispute about the same,) and be certified by Writing under their Hands, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake; and the Certificate of the said Justices shall be deposited with and remain in the Custody of the respective Clerks of the Peace of the said Counties, as the Case may require, and shall be sufficient for all Purposes whatsoever.

vent Exe-  
cution of Act.

LX. Provided also, and be it further enacted, That nothing herein contained shall authorize the said Company or any other Person to take, injure, or damage, for the Purposes of this Act, any House or other Building which was erected or built on or before the Thirtieth Day of *November* One thousand eight hundred and thirty-two, or any Ground which was then set apart and used as and for a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk, or Avenue to a House, or any inclosed Ground planted as an Ornament or Shelter to a House, or planted and set apart as a Nursery for Trees, other than and except such as are specified in the Schedule to this Act annexed, without the Consent in Writing of the Owner or Owners thereof, unless the Omission thereof in such Schedule shall have proceeded from Mistake, and unless it shall be so certified in manner herein-before provided for in Cases of unintentional Errors in the said Book of Reference.

Houses, &c.  
not to be  
taken without  
Consent of  
Owners, ex-  
cept those  
mentioned in  
Schedule.

LXI. Provided also, and be it further enacted, That in all Cases wherein, in the Exercise of any of the Powers hereby granted, any Part of any Carriage or Horse Road, Railway or Tramroad, either public or private, shall be found necessary to be cut through, raised, sunk, taken, or injured, so as to be impassable or inconvenient for Passengers or Carriages, or to the Persons entitled to the Use thereof, the said Company shall at their own Expence, before any such Road shall be so cut through, raised, sunk, taken, or injured as aforesaid, cause another good and sufficient Road (as the Case may require) to be set out and made instead thereof, and such new Road shall be as convenient for Passengers and Carriages as the said Road so to be cut through, raised, sunk, taken, or injured as aforesaid, or as nearly so as may be; and where the Road cut through, raised, sunk, or injured shall be a Turnpike Road, the substituted Road, if temporary, shall be set out and made, and the principal Road shall be restored, within Six Calendar Months after the Commencement of the Operation.

Providing for  
Injury to  
Roads.

LXII. And be it further enacted, That the Lands to be taken or used for the Line of the said Railway or Railways shall not exceed Twenty Yards in Breadth, except in those Places where a greater Breadth shall be judged necessary for Carriages to wait, load, or unload, and to turn or pass each other, or for raising Embankments for crossing Valleys or low Grounds or in Cuttings, or for the Erection and Establishment of Toll

Breadth of  
Land to be  
taken for  
Railway.

and

and other Houses, Warehouses, Landing Places, Wharfs, Engines, Machinery, and other Erections and Buildings, and except at or near the the Termination of the said Railway within the Parishes of *Warrington* and *Birmingham*, *Saint Martin* and *Saint George Birmingham* respectively, and except also on Commons, Downs, or Waste Lands, unless with the Consent of the Owners of any Lands, Tenements, or Hereditaments which the said Company shall be desirous of appropriating in order to obtain greater Space for the Purposes of this Act.

Persons under legal Disability empowered to sell and convey Lands.

LXIII. And be it further enacted, That after any Lands, Tenements, or Hereditaments intended to be taken or used for the Purposes of this Act shall have been set out and ascertained, it shall be lawful for all Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Tenants in Tail or for Life, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees and Feoffees in Trust for charitable or other Purposes, Committees, Executors, and Administrators, and all Trustees, and all other Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy after them, if incapacitated, and for and on behalf of their Wives, Wards, Lunatics, and Idiots respectively, and for and on behalf of their Cestuique Trust (whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons), and to and for all Femes Covert seised, possessed of, or interested in their own Right, or entitled to Dower or other Interest in, and for all other Persons whatsoever seised or possessed of or interested in, any such Lands, Tenements, or Hereditaments, to contract for, sell, and convey the same, or any Part thereof, unto the said Company; and all such Contracts, Sales, and Conveyances shall be made at the Expence of the said Company, and shall be made according to the following Form, or as near thereto as the Number of the Parties and the Circumstances of the Case will admit; (namely,)

Form of Conveyance.

‘ I of in consideration of the Sum of  
 ‘ to me [*or, as the Case may be, into the Bank of England,*  
 ‘ in the Name and with the Privy of the Accountant General of the  
 ‘ Court of Exchequer, *ex parte* the Grand Junction Railway Company,  
 ‘ or to *A. B.* of and *C. D.* of , Two Trustees  
 ‘ appointed to receive the same], pursuant to the Act after mentioned,  
 ‘ paid by the Grand Junction Railway [*or the said*] Company, estab-  
 ‘ lished and incorporated by an Act of Parliament passed in the Third  
 ‘ Year of the Reign of His Majesty King *William* the Fourth, intituled  
 ‘ [*here set forth the Title of this Act*], do hereby grant and alien to the  
 ‘ said Company, their Successors and Assigns, [*describing the Premises to*  
 ‘ *be conveyed,*] together with all Ways, Rights, and Appurtenances there-  
 ‘ unto belonging, and all such Estate, Right, Title, and Interest in and  
 ‘ to the same and every Part thereof as I am or shall become seised or  
 ‘ possessed of, or am by the said Act capacitated or empowered to con-  
 ‘ vey; to hold the Premises to the said Company, their Successors and  
 ‘ Assigns, for ever, for the Purposes only and 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

And all such Conveyances and Assurances as aforesaid shall be valid and effectual in the Law to all Intents and Purposes, and shall operate

to merge all Terms of Years attendant (by express Declaration or by Construction of Law) on the Estate or Estates, Interest or Interests, so thereby conveyed or aliened, and to bar and destroy all Estates Tail, and all other Estates, Rights, Titles, Terms, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever, of and in the Lands, Tenements, or Hereditaments so granted and aliened.

LXIV. Provided always, and be it further enacted, That if any Contract or Agreement shall be made or entered into, for or in respect of any Lands, Tenements, or Hereditaments to be taken or used by virtue of the Powers of this Act, for the Purposes thereof, which shall be of Copyhold or Customary Tenure, or in the Nature thereof, every such Contract and Agreement shall be executed and completed by Surrender of such Land, Tenements, or Hereditaments in the Court of the Manor of which the same may be held or be Parcel, according to the Custom of such Manor, which Surrender shall and may be made by all Bodies Politic, Corporate, or Collegiate, and Persons by this Act authorized and empowered to make Conveyances of Lands, Tenements, and Hereditaments, and shall have like Force and Effect in respect of such Copyhold or Customary Estate and Interests as such Conveyance as aforesaid made by the same Person would have had over the Lands, Tenements, or Hereditaments comprised in such Surrender in case the same had been of Freehold Tenure in the same Person; and such Lands, Tenements, and Hereditaments shall continue subject to the same Fines, Rents, and Services as may be then due and payable and of Right accustomed, in the same Manner as if this Act had not been passed, until the said Company shall contract with the Lord or Lady for the Time being of such Manor, or, if infant, lunatic, or idiot, then with his or her Guardian or Committee, for the Enfranchisement of such Lands, Tenements, or Hereditaments; and such Lord or Lady, whether sole or married, and whether Trustee or seised in his or her own Right, and his or her Guardian or Committee, if infant, lunatic, or idiot, is hereby empowered to contract for the Enfranchisement of and to enfranchise the same Copyhold or Customary Lands, Tenements, and Hereditaments by such or the like Form of Conveyance as by this Act is directed to be used in the Case of the Conveyance of Freehold Lands, Tenements, and Hereditaments, or by any other Form of Conveyance, notwithstanding that he or she shall be seised of or entitled to the same Manor for a less Interest than an Estate of Inheritance in Fee Simple; but inasmuch as the vesting and continuing of such Copyhold or Customary Premises in the said Company as a Body Corporate would, if the same should not be enfranchised, prevent such Lord or Lady from receiving the same Benefit of Fines, Heriots, and other Services due upon Death, Descent, or Alienation as he or she would have received in case such Copyhold or Customary Premises had continued to be the Property of Persons in their natural Capacities, the said Lord or Lady shall be paid by the said Company a reasonable Recompence and Satisfaction for the Loss which may arise to him or her in respect of such Fines, Heriots, and other Services the Receipt or Enjoyment of which shall be diminished or lost by the vesting or continuing of such Copyhold or Customary Premises in a Body Corporate; and such Recompence and Satisfaction, and also the Appointment or Apportionment of the certain Copyhold or Customary

[*Local.*]

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mary Rents issuing out of any Copyhold or Customary Tenements of which a Part only shall be taken for the Purposes of this Act, and also the Price to be paid by the said Company for the Enfranchisement of any such Lands, Tenements, or Hereditaments, (and which Purchase, in case the Lord or Lady of such Manor shall require the same, shall be compulsory on the said Company,) shall, if not settled by Agreement between the Parties, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands, Tenements, or Hereditaments to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof.

Application  
of Money be-  
longing to  
Lords of Ma-  
nors under  
Incapacity, in  
respect of the  
Enfranchise-  
ment of  
Copyholds.

LXV. And be it further enacted, That in all Cases in which the Lord or Lady of any Manor whereof any Copyhold or Customary Lands, Tenements, or Hereditaments required to be taken or used for the Purposes of this Act are held or Parcel, or being infant, lunatic, or idiot, his or her Guardian or Committee, shall be willing to enfranchise such Copyhold or Customary Lands, Tenements, or Hereditaments, and such Lord or Lady shall be seised of or entitled to such Manor for a less Interest than an Estate in Tail General or Special in Possession, or where he or she would be unable by levying a Fine or suffering a Common Recovery to enfranchise the same Lands, Tenements, or Hereditaments, or shall, whether having such limited or the entire Interest of such Manor, be infant, lunatic, or idiot, then the Money agreed upon or awarded by a Jury to be paid for the Enfranchisement thereof shall be paid and disposed of, under the Direction or Approbation of the Court of Exchequer; or without such Direction and Approbation, according to the Amount thereof, in the same Manner in all respects as in this Act is directed and provided with respect to Money agreed upon or awarded by a Jury to be paid for the Purchase of any Lands, Tenements, or Hereditaments taken or used for the Purposes thereof, which shall belong to any Person under any Disability or Incapacity whatsoever; and in all Cases in which the Appointment or Apportionment of the certain Copyhold or Customary Rents issuing out of such Copyhold or Customary Lands, Tenements, or Hereditaments, of which a Part only shall be taken for any of the Purposes of this Act, shall be settled by Agreement between the Parties, such Agreement shall be made with, and shall not be valid without, the Consent and Approbation of the Lord or Lady of the Manor whereof the same Copyhold or Customary Lands, Tenements, or Hereditaments are held or Parcel, or of his or her Trustee, Guardian, or Committee; and if not so settled the same shall then be assessed and determined by the Verdict of a Jury, if required, in such Manner as in and by this Act is directed and provided; and the Apportionment of such Copyhold or Customary Rents as aforesaid shall not in any Manner invalidate, prejudice, or destroy the Custom or Customs in other respects by or under which the Copyhold or Customary Lands, Tenements, or Hereditaments not taken for the Purposes of this Act shall be held, or the Remedy or Remedies for the Recovery of the Rents and Services for the same after the Apportionment thereof; and in all Cases where the Lord or Lady of any Manor whereof any Copyhold or Customary Lands, Tenements, or Hereditaments purchased by the said Company for the Purposes of this Act shall be Parcel shall not have contracted to enfranchise the same, and shall have received from the said Company

a Recompence or Satisfaction in respect of the Fines, Heriots, and other Services being diminished or lost by the vesting and continuing of such Copyhold or Customary Lands, Tenements, or Hereditaments in a Body Corporate, then and in every such Case, if the same Lands, Tenements, or Hereditaments, or any Part thereof, shall not be ultimately required for the Purposes of this Act, and shall be sold and disposed of by the said Company under the Authority to them by this Act given for that Purpose, the Copyhold or Customary Lands, Tenements, or Hereditaments which shall be sold or disposed of by the said Company shall remain in the Hands of the Purchaser thereof, and for ever thereafter continue free and discharged from the Fines, Heriots, and other Services in respect whereof such Recompence and Satisfaction shall have been made as aforesaid.

LXVI. And be it further enacted, That in all Cases wherein in the Execution of the Powers of this Act there shall be Occasion to take or use any uninclosed or common or waste Land, or any other Lands, Tenements, or Hereditaments which shall be charged with or be subject or liable to the Exercise of any Right or Privilege of Common thereupon, whether of Pasture, Turbary, Estover, Piscary, or Easement, and whether such Common or Commonable Rights be appendant, appurtenant, or in gross, and whether the same be created or be then subsisting by Grant, Prescription, Custom, or otherwise howsoever, the Conveyance of such uninclosed, common, or waste Land, or other Lands, Tenements, or Hereditaments as aforesaid, by any Body Politic, Corporate, or Collegiate, or other Person or Persons, having such Estate or Interest in the Manor wherein such common or waste Land shall be situate (or if the same shall not be the Waste of any Manor, then having such Estate or Interest in the Soil of the said Lands, Tenements, or Hereditaments,) as the Bodies and Persons who are by this Act enabled to sell other Lands, Tenements, and Hereditaments have in such Lands, Tenements, or Hereditaments, (and which Conveyance may be of the like Form as by this Act is directed to be used in the Case of Conveyances of other Lands, Tenements, and Hereditaments,) shall be a good and sufficient Conveyance to the said Company for the Purpose of vesting in them the Fee Simple and Inheritance of such common, uninclosed, or waste Land, or other Lands, Tenements, or Hereditaments, as fully and effectually as if every Person having Right of Common upon such common, uninclosed, or waste Land, or other Lands, Tenements, or Hereditaments, were seised thereof in Fee Simple in Possession, and had joined in and executed such Conveyances; and the Compensation to be paid for the Extinguishment of any Right of Common upon any such common or waste Land as aforesaid (and which shall, in case the said Company and the Lord or Lady of the Manor, or his or her Guardian, Committee, or Trustee, differ about the same, be determined in like Manner as by this Act is directed in other Cases of the like Nature,) shall be paid by the said Company to the Churchwardens or Overseers (or One of them) for the Time being of the Parish wherein such common, uninclosed, or waste Lands shall be situate, and shall be by them or him received, and applied for such general or public Purposes within the said Parish as a Vestry thereof shall direct; and in all Cases in which any such Commonable or other Rights shall extend over and be exercised or enjoyed out of or upon any other Lands, Tenements or Hereditaments than such common or waste Land, the Compensation

Lords of  
Manors  
empowered  
to convey  
waste Lands.

pensation for the Relinquishment thereof shall be paid to the Party or Parties having such Estate or Interest as aforesaid in the said Commonable or other Rights, or in any Lands, Tenements, or Hereditaments whereunto the same shall be appendant or appurtenant, or otherwise shall be deposited in the Bank of *England* in manner by this Act directed (as the Case may be): Provided always, that in all Cases in which any such Manor is vested in the Freeholders or Inhabitants at large, or in any greater Number of Persons than Four, or where the Lord or Lady of such Manor (if any) does not usually hold some Court for the same, or where it is not known or is uncertain to what Lord or Lady (if any) such Manor belongs, or in what Manor such common, uninclosed, or waste Lands are situate, a Conveyance in the Form or to the Effect aforesaid, or in any other Form, by Four at least of the Freeholders whose Lands, Tenements, or Hereditaments (whether vested absolutely in them, or for such Estate as would capacitate them to convey such Lands, Tenements, or Hereditaments if wanted for the Purposes of this Act) entitle such or any other Freeholders or Persons to Rights of Common or to any other Rights in or over such common, uninclosed, or waste Lands, shall also in like Manner be a good and sufficient Conveyance to the said Company for the Purpose of vesting in them the Fee Simple and Inheritance of so much and such Part of such common, uninclosed, or waste Lands as they may from Time to Time require or take, free from all Rights of Common, and other Rights, Estates, Titles, Charges, and Incumbrances whatsoever.

Power to  
purchase the  
Release of  
Lands  
wanted from  
Rents  
charged  
thereon.

LXVII. And be it further enacted, That where any Lands, Tenements, or Hereditaments purchased or wanted or intended to be purchased by the said Company shall be subject (solely or jointly with other Lands, Tenements, or Hereditaments not intended to be purchased) to or with any Rent Service, Rent Charge, or Chief Rent, or other Rent, Payment, or Incumbrance, it shall be lawful for the said Company to agree for the Release of the Lands, Tenements, and Hereditaments so purchased or wanted or intended to be purchased, from such Rent, Payment, or Incumbrance, and also (where necessary) for an Apportionment of such Rent, Payment, or Incumbrance, for such Sums or Sums as shall be agreed upon between the said Company and the Party or Parties who under the Provisions of this Act shall agree to sell or apportion the same, and which Agreement may be entered into by all Bodies Corporate and Collegiate and other Persons who are by this Act authorized and empowered to convey Lands, Tenements, and Hereditaments; and in case any Difference shall arise respecting the Value of such Rent, Payment, or Incumbrance, or respecting the Apportionment thereof, the same shall be determined by a Jury in like Manner as the Price of Lands, Tenements, and Hereditaments is by this Act directed to be settled in case of Dispute as to the Value thereof, which Jury shall assess and determine the Value of the Rent, Payment, or Incumbrance affecting the Lands, Tenements, or Hereditaments purchased or wanted or intended to be purchased, and shall also (where necessary) apportion the Rent, Payment, or Incumbrance affecting the Lands, Tenements, and Hereditaments jointly subject to Rent, Payment, or Incumbrance as herein-before mentioned, according to the respective Values of the Lands, Tenements, and Hereditaments purchased or wanted or intended to be purchased, and of the Lands, Tenements, and Hereditaments not purchased or wanted or intended to be purchased, by the said Company; and all Contracts, Conveyances, and Assurances  
which



which shall be made by and between or to the said Company and any such Party or Parties as aforesaid, respecting such Release, (and which may be of the like Form as by this Act is directed to be used in the Case of Conveyances of Lands, Tenements, and Hereditaments,) shall be valid and effectual in the Law, and shall extinguish the Whole or a proportionate Part of such Rent, Payment, or Incumbrance (as the Case may be): Provided always, that when any of the Lands, Tenements, and Hereditaments purchased by the said Company shall be released from any Rent, Payment, or Incumbrance affecting the same jointly with other Lands, Tenements, and Hereditaments not purchased by the said Company, such last-mentioned Lands, Tenements, and Hereditaments shall be charged only with the Remainder of such Rent, Payment, or Incumbrance; and such Apportionment shall not prejudice the Title to the remaining Rent, or the Remedy or any of the several Remedies for recovering thereof, but the same shall at all Times thereafter remain as effectual as if the Lands, Tenements, and Hereditaments not so purchased had been originally charged with that Amount only: Provided also, that when a Part of any Rent, Payment, or Incumbrance shall be released, it shall be lawful for the said Company, on Tender for that Purpose of any Deed or Instrument creating or transferring such Rent, Payment, or Incumbrance, to affix their Common Seal to a Memorandum indorsed on such Deed or Instrument, declaring what Part of the Lands, Tenements, and Hereditaments originally subject to such Rent, Payment, or Incumbrance shall have been purchased by virtue of this Act, and what Proportion of the said Rent, Payment, or Incumbrance shall have been released, and also declaring the Amount of the Rent, Payment, or Incumbrance which shall continue payable; and such Memorandum shall be Evidence in all Courts of the Facts therein stated, but shall not exclude any other Evidence of the same Facts.

LXVIII. And be it further enacted, That if in the Execution of any of the Powers of this Act any Land shall be cut through and divided so that what shall be left thereof on both Sides or on either Side of the said Railway shall be less than Half a Statute Acre in Quantity, and if the Owner of any such Land shall not have any other Land adjoining to that which shall be so left on either Side of the said Railway, then and in every such Case (if such Owner shall so require, but not otherwise,) the said Company shall also purchase the Land so left on both or on either of the Sides of the said Railway being less than Half a Statute Acre in Quantity as aforesaid, the Value thereof to be ascertained (if the Parties differ about the same) in the same Manner as is directed concerning Land to be taken or used for the Purposes of this Act; or in case such Owner as aforesaid shall have any other Land adjoining to that which shall be so left, he or she may require the said Company, at the Expence of such Company, to throw the same into the adjoining Land of such Owner, by removing the Fences and levelling the Sites thereof, and soiling the same in a sufficient and workmanlike Manner.

Where small Parcels of Land are intersected, Company compellable to purchase the whole.

LXIX. And be it further enacted, That nothing in this Act contained shall extend to give to the said Company any Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines or Minerals under any Lands, Tenements, or Hereditaments purchased by the said Company under the Provisions of this Act, except only so much of such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals as may be necessary

Company not to claim Mines, &c. under Land purchased.

[Local.]

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sary to be dug or carried away or used for the Purposes of this Act ; but all such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals (not necessary to be so dug, carried away, or used as aforesaid) shall be deemed to be excepted out of the Purchase and Conveyance of such Lands, Tenements, and Hereditaments, and (subject to the Provision herein-after contained for the Purchase thereof by the said Company) may be worked by the respective Owners or Lessees thereof, under the said Lands, Tenements, or Hereditaments, or the Railway or other Works of the said Company, as if this Act had not been passed ; provided that in the working of such Mines or Minerals no Damage be wilfully done to the said Railway or Works, and that the said Mines and Minerals be not worked in an improper Manner.

Owners of Mines to give Notice to the Company of their Intention to work them ; and Company to have Liberty to purchase.

LXX. Provided always, and be it further enacted, That when and so often as the Proprietor or Lessee or Tenant of any Mines of Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals lying under the said Railway and Works or any of them, or within the Distance of Forty Yards from such Railway or Works respectively, shall be desirous of working the same, then and in every such Case such Proprietor, Lessee, or Tenant shall give Notice in Writing to the said Company under his Hand of such Intention at least Twenty-one Days before he shall begin to work such Mines ; and upon the Receipt of such Notice it shall be lawful for the said Company to inspect such Mines, or to cause the same to be inspected, and to contract and agree with any such Proprietor, Lessee, or Tenant for the Purchase of and to purchase any such Mines or Minerals or any Part thereof, the getting and working of which may appear to the said Company likely to prejudice or damage the said Railway or other Works ; and in case the said Company, and such Proprietor, Lessee, or Tenant, cannot or do not agree as to the Amount or Value of such Mines or Minerals, the same shall be ascertained and settled by the Verdict of a Jury as is herein-after directed with respect to the Lands, Tenements, and Hereditaments which shall or may be taken for the Purposes of this Act : Provided nevertheless, that in case the said Company do not before the Expiration of such Twenty-one Days declare their Desire to purchase the said Mines, and do not treat with such Proprietor, Lessee, or Tenant for the same, then it shall be lawful for the Proprietor, Lessee, or Tenant of such Mines, and he is hereby authorized, to work and get such Part of the said Mines as lie under the said Railway and other Works, or within the Distance aforesaid, without being liable to the said Company for any Damage which may be done thereby, unless such Damage be wilfully done or be caused by the working of the said Mines in an improper Manner : Provided also, that the Proprietors, Lessees, or Tenants of such Mines or Minerals shall not be liable for any Damage which may be done or happen to the said Railway and Works in consequence of the getting and working any Mines and Minerals which shall not be purchased by the said Company under the Powers of this Act, unless such Damage be wilfully done, or be caused by the getting or working of the said Mines or Minerals in an improper Manner.

If Company purchase Mines, Owners of Mines adjoining on each Side of

LXXI. Provided also, and be it further enacted, That in case the said Company shall purchase any such Mines under the said Railway, or within the Distance of Forty Yards thereof, it shall be lawful for the respective Proprietors, Lessees, or Tenants of the adjoining Mines, (such Proprietors, Lessees, or Tenants being the Proprietors, Lessees, or

Tenants

Tenants of the Mines on both Sides of the Mines so purchased,) to cut and make such and so many Airways, Headways, Gateways, or Water-levels, through the Mines, Measures, or Strata so purchased by the said Company as aforesaid, as may be requisite to enable such Proprietors, Lessees, or Tenants to ventilate, drain, work, and get the Mines on each Side of the Mines so purchased as aforesaid: Provided always, that no Airway, Headway, Gateway, or Water-level shall be of greater Dimensions or Section than Eight Feet wide and Eight Feet high; and the respective Proprietors, Lessees, or Tenants of such Mines, or other the Persons cutting and making the same, shall allow and repay unto the said Company, for all Coal or other Mines worked or obtained by them from and out of such Airway, Headway, Gateway, or Water-level, at and after the same Rate or Price at which the said Company shall have purchased and paid for the said Mines; and provided also, that no Airway, Headway, Gateway, or Water-level shall be so cut or made as in any way to injure the said Railway or Works, or to obstruct or impede the Passage upon or along the said Railway.

Railway may make Communication.

LXXII. And for the better ascertaining whether any such Mines are being worked or got, or about to be worked or gotten, so as to prejudice or damage the said Railway and other Works, or any of them, be it further enacted, That it shall be lawful for the said Company, by themselves, their Deputies, Contractors, Servants, Agents, Surveyors, and Workmen, from Time to Time and at all Times hereafter, to enter upon any Lands or Grounds through or near which the said intended Railway and other Works hereby authorized to be made shall pass, wherein any such Mines shall be found, or shall be working or be supposed to be working, and likewise to enter into and return from any Coal-pits, Works, or other Mines, and for that Purpose to make use of any Gins, Whimsies, Tackling, Ropes, Machines, Apparatus, or Machinery belonging to such Proprietors, Lessees, or Tenants, and to view, search, bore, dig, and measure and latch, and use all other Means for the discovering the Distance of the said intended Railway and other Works from the working Parts of such Mines respectively; and in case it shall appear that any such Mines have been worked or got contrary to the Directions of this Act, it shall be lawful for the said Company to give Notice to the Proprietors, Lessees, or Tenants of any such Mines who have so worked or got the same contrary to the Directions of this Act, respectively to adopt and construct the requisite Means and Supports for sustaining, securing, and making safe the said Railway and other Works, and preventing any Injury which may arise in consequence of such Mines having been so got contrary to the Directions of this Act; and in case the said Proprietors, Lessees, or Tenants respectively shall not immediately after such Notice secure and make safe the said Railway and Works, and use due Diligence in effecting the same, to the Satisfaction of the said Company or their Engineer, then and in such Case it shall be lawful for the said Company, and for their Deputies, Contractors, Servants, Agents, Surveyors, and Workmen, at the Expence, Costs, and Charges of such respective Proprietors, Lessees, and Tenants of such Mines, to enter into and upon all such Mines, and from Time to Time to use all necessary and reasonable Ways and Means for repairing, supporting, sustaining, securing, and making safe the said Railway and other Works; and such Expences, Costs, and Charges shall be recoverable by the said Company from

Method of discovering when Mines are working under the Railway.

from such Proprietor, Lessee, or Tenant who shall so respectively have worked or got the same contrary to the Directions of this Act in such and the same Manner as the Rates, Tolls, or Sums by this Act granted may be recovered, and shall be paid into the Hands of the Treasurer of the said Company, to be applied for the Purposes of this Act.

No Shaft to be sunk on the Railway or Works.

LXXIII. And be it further enacted, That from and after the passing of this Act no Shaft, Pit, or Quarry shall be dug, sunk, or made in or on the said Railway and Works: Provided always, that it shall be lawful for any Proprietor, Lessee, or Tenant of any Mines or Works on each Side of the said Railway to pass and use all such Ropes, Chains, Connexion-rods, and other Matters as may be necessary for working the said Mines, over, under, across, near, or by the said Railway; provided that by so doing such Proprietor, Lessee, or Tenant do not injure such Railway or Works, or interrupt in any Manner the free Passage upon or along the same; and provided also, that in case it shall be necessary for the Proprietors, Lessees, or Tenants of the said Mines and Minerals, in order to enable them to get the same, to pass any Ropes, Chains, or Connexion-rods under or over the said Railway, the said Company are hereby required, upon the Request of such Proprietors, Lessees, or Tenants, forthwith, at the Expence of the said Company, to construct and set up the requisite Tunnels, Pipes, Standards, and Pulleys for conducting and carrying such Ropes, Chains, or Connexion-rods over or under the said Railway for the full Width of the Railway and the Embankments or Cuttings thereof (as the Case may be), but no further; and provided also, that in case the said Company shall not within Fourteen Days after Request made as aforesaid set up and construct such Tunnels, Pipes, Standards, or Pulleys, then and in such Case it shall be lawful for such Proprietors, Lessees, or Tenants to set up and construct the same, and to charge the said Company with the Expence thereof, who upon Demand shall pay the same to such Proprietors, Lessees, or Tenants; and provided further, that such Proprietors, Lessees, or Tenants shall not, in constructing and setting up such Tunnels, Pipes, Standards, or Pulleys, prevent or obstruct the free Passage on the said Railway for any longer Space of Time than shall be unavoidably necessary; and provided further, that no Tunnel, Pipe, Standard, or Pulley shall be required to be or shall be so situated, constructed, or set up as generally or permanently to obstruct the free Passage upon or along the said Railway.

Company, if required, to purchase any Quantity less than Half an Acre of Mine left on either Side of the Railway.

LXXIV. And be it further enacted, That if in the Execution of any of the Powers given by this Act any Mines or Minerals shall (by reason of the Exercise by the said Company of the Power by this Act given to them to purchase the Mines under the said Railway or within the Distance of Forty Yards thereof) be cut through and divided so that any Lot thereof which shall remain on either Side of the said Railway shall be less than Half a Statute Acre in Quantity, and if the Owner, Lessee, or Tenant (at the Time of such Purchase by the said Company) shall not have any other Mines or Minerals adjoining to those which shall be so left on either Side of the said Railway, then and in every such Case the said Company shall, if so required by such Owner, Lessee, or Tenant, but not otherwise, purchase the Lot or several Lots of Mines and Minerals so left as aforesaid, being less than Half a Statute Acre each in

Quantity, the Value thereof to be ascertained, if the Parties differ about the same, in the same Manner as is herein directed concerning Land to be taken for the Purposes of this Act.

LXXV. And be it further enacted, That all Corporations and other Parties by this Act capacitated to sell and convey any Lands, Tenements, or Hereditaments, or to enfranchise Lands, Tenements, or Hereditaments of Copyhold or Customary Tenure, or to release Lands, Tenements, and Hereditaments from Rents and other Incumbrances charged thereon, and the respective Owners and Occupiers of any Lands, Tenements, or Hereditaments through, under, in, or upon which the said Railway or other Works hereby authorized are intended to be made, may agree to accept and receive, and may (subject to such Restriction as in this Act contained as to the Payment thereof) accept and receive, Satisfaction for the Value of such Lands, Tenements, and Hereditaments, or of the Interest or Interests therein by them, him, or her conveyed, and also Compensation for any Damage by them, him, or her sustained by reason of the Execution of any of the Works by this Act authorized, and also by reason of the severing or dividing such Lands, Tenements, or Hereditaments, and also for and on account of any Damage, Loss, or Inconvenience which may be sustained by such Corporations or other Parties by reason of the Execution of any of the Powers of this Act, in such gross Sums as shall be agreed upon between the said Owners (including Persons hereby capacitated as aforesaid) and Occupiers respectively and the said Company; and in case the said Company and such Parties respectively shall not agree as to the Amount or Value of such Purchase Money, Satisfaction, or Compensation, the same respectively, or either of them, concerning which they do not so agree, shall be ascertained and settled by the Verdict of a Jury, if required, as herein-after is directed.

Satisfaction to be made for Lands taken for Railway.

LXXVI. And for settling all Differences which may arise between the said Company and the several Owners and Occupiers of or Persons interested in any Lands, Tenements, or Hereditaments which shall or may be taken, used, damaged, or injuriously affected by the Execution of any of the Powers hereby granted, be it further enacted, That if any Body Politic, Corporate, or Collegiate, Trustee, or other Person interested, or entitled and capacitated to sell or agree as aforesaid, shall not agree with the said Company as to the Amount of such Purchase Money or Satisfaction or other Compensation as aforesaid, or if any of such Parties shall refuse to accept such Purchase Money or other Compensation aforesaid as shall be offered by the said Company, and shall give Notice thereof in Writing to the said Company within Twenty-one Days next after such Offer shall have been made, and the Party giving such Notice shall therein request that the Matter in dispute may be submitted to the Determination of a Jury; or if any of such Parties as aforesaid shall for the Space of Twenty-one Days next after Notice in Writing shall have been given to the Clerk, Agent, or principal Officer of any such Corporation, or to any of such Trustees or Persons respectively, or left at his or her last or usual Place of Abode, or left upon or with the Tenant or Occupier of any Lands, Tenements, or Hereditaments required for the Purposes of this Act, neglect or refuse to treat or shall not agree with the said Company for the Sale and Conveyance of such Lands, Tenements, or Hereditaments, or of their respective Estates or Interests therein, or of the respective Estates or Interests therein which they respectively are hereby capacitated

In case the Parties refuse or are incapable to treat Value of the Land and of Damages to be settled by a Jury.

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to

to convey, or shall by reason of Absence be prevented from treating, or shall by reason of any Impediment or Disability (whether provided for by this Act or not) be incapable of making such Agreement, Sale, and Conveyance as shall be necessary or expedient for enabling the said Company to take such Lands, Tenements, or Hereditaments, or to proceed in making the said Railway and other the Works aforesaid, or shall not disclose and prove the State of the Title to the Premises of which they, he, or she may be in possession, and which they, he, or she may claim to be entitled to or interested in, or in any other Case where an Agreement for Compensation for Damages incurred by reason of the Execution of this Act, or for the Purchase of Lands, Tenements, or Hereditaments required for the Purposes of this Act cannot be made, then and in every such Case the said Company shall and they are hereby required from Time to Time to issue a Warrant under their Common Seal to the Sheriff of the County in which the Lands, Tenements, and Hereditaments in question shall be situate, or the Matter in dispute shall arise, or in case such Sheriff or his Under Sheriff shall be one of the said Company, or enjoy any Office of Trust or Profit under them, or shall be in anyways interested in the Matter in question, then to any of the Coroners of the County (not interested as aforesaid), or if all the said Coroners shall be so interested, then to some Persons then living in the County, and free from personal Disability, who shall have filled either the Office of Sheriff or Coroner in the said County, and who is not interested as aforesaid (a Person having more recently served either Office being always preferred), commanding such Sheriff or Coroner or other Person to empanel, summon, and return, and the said Sheriff, Coroner, or other Person is hereby accordingly empowered and required to empanel, summon, and return, a Jury of at least Eighteen sufficient and indifferent Men, qualified according to the Laws of this Realm to be returned for Trials of Issues in His Majesty's Courts of Record at *Westminster*; and the Persons so to be empanelled, summoned, and returned, are hereby required to appear before the said Sheriff, Under Sheriff, Coroner, or other Person at such Time and Place as in such Warrant shall be directed, and to attend from Day to Day until duly discharged; and out of such Persons so to be empanelled, summoned, and returned a Jury of Twelve Men shall be drawn by the said Sheriff, Under Sheriff, or Coroner, or other Person, or by some Person or Persons to be by them respectively appointed, in such Manner as Juries for Trials of Issues joined in His Majesty's Courts of Record at *Westminster* are by Law directed to be drawn; and in case a sufficient Number of Jurymen shall not appear at the Time and Place so to be appointed as aforesaid, such Sheriff, Under Sheriff, Coroner, or other Person shall return other honest and indifferent Men of Standers-by, or of others that can speedily be procured to attend that Service, (being so qualified as aforesaid,) to make up the said Jury to the Number of Twelve; and all Parties concerned may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to summon before him all Persons who shall be thought necessary to be examined as Witnesses touching the Matters in question, and may authorize or order the said Jury or any Six or more of them to view the Place or Matter in controversy; and such Jury shall upon their Oaths, or being of the Society of Persons called

*Quakers*, upon their solemn Affirmations (which Oaths and solemn Affirmations, as well as the Oaths or solemn Affirmations (as the Case may require) of all such Persons as shall be called upon to give Evidence, the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to administer,) inquire of and assess and give a Verdict for the Sum or Sums of Money to be paid for the Purchase of such Lands, Tenements, and Hereditaments, except for such Interest or Interests therein as shall have been of right purchased by the said Company from any other Person or Persons, and also the Sum or Sums of Money to be paid by way of Satisfaction or Compensation, either for the Damages which shall before that Time have been done or sustained as aforesaid, or for the future temporary or perpetual or for any recurring Damages to be so done or sustained as aforesaid, and the Cause or Occasion of which shall have been in part only obviated, removed, or repaired by the said Company, and which cannot or will not be further obviated, removed, or repaired by them; which Satisfaction or Compensation for such Damage or Loss shall be inquired into and assessed separately and distinctly from the Value of the Lands, Tenements, or Hereditaments so to be taken or used as aforesaid; and the said Sheriff, Under Sheriff, Coroner, or other Person shall accordingly give Judgment for such Purchase Money, Satisfaction, or Compensation as shall be assessed by such Jury; which said Verdict, and the Judgment thereon (to be pronounced as aforesaid), shall be binding and conclusive to all Intents and Purposes upon all Bodies and Persons whatsoever: Provided always, that not less than Seven Days Notice in Writing of the Time and Place at which such Jury are so required to be returned shall be given by the said Company to the Party or to some One of the Parties with whom any such Controversy shall arise (by delivering such Notice to such Party, or leaving the same at his Place of Abode (or with the Clerk or Agent or principal Officer of the Corporation, in the Case of a Corporation) or upon or with some Tenant or Occupier of the Premises intended to be valued, or respecting which or any Damage to which any such Question shall arise).

LXXVII. And be it further enacted, That the said Juries shall and they are hereby respectively empowered, if thereunto required, to settle what Shares and Proportions of the Purchase Money or Compensation for Damages which shall be assessed as aforesaid shall be allowed to any Tenant or other Person having a particular Estate, Term, or Interest in the Premises, or in respect of his or her Interest therein.

Compensation Money to be apportioned.

LXXVIII. Provided also, and be it further enacted, That in ascertaining the Sum or Sums of Money to be paid for the Purchase of any Lands, Tenements, or Hereditaments, Mines or Minerals, to be taken or made use of for the Purposes of this Act, the Jury shall also ascertain and assess the Compensation and Satisfaction to be made by the said Company for any Damages which shall or may at any Time or Times hereafter be sustained by any Body or Bodies Politic, Corporate, or Collegiate, or by any Person or Persons, being Owner or Owners or Occupier or Occupiers of or interested in such Lands, Tenements, or Hereditaments, Mines or Minerals, for or by reason of the severing or dividing the same from other Lands, Tenements, or Hereditaments, Mines or Minerals, belonging to such Body or Bodies Politic, Corporate, or Collegiate, or to any such Person

Value of Land and Damages to be ascertained separately.

Person or Persons as aforesaid, and for or on account of the Detriment, Injury, Loss, and Damage or Prejudice which shall or may accrue to or be sustained by such Body or Bodies Politic, Corporate, or Collegiate, Owner or Owners, or Occupier or Occupiers, or other Person or Persons interested in such Lands, Tenements, or Hereditaments, Mines or Minerals, or any of them, by reason of the making, using, repairing, or maintaining the said Railway or Tramroad, and other Works and Conveniences belonging thereto, or by reason or means of the Execution of any of the Powers given to the said Company; such Damages and Compensation to be settled and ascertained separately and distinctly from the Value of the Lands, Tenements, and Hereditaments, Mines or Minerals, so to be taken and used as aforesaid.

Verdicts to  
be recorded.

LXXIX. And be it further enacted, That the said Verdicts and Judgments, being first signed by the said Sheriff, Under Sheriff, Coroner, or other Person presiding at the taking of such Verdict and pronouncing of such Judgment respectively, shall be kept by the Clerk of the Peace for the County in which the Matter of dispute shall have arisen, among the Records of the Quarter Sessions for such County, and shall be deemed Records to all Intents and Purposes; and the same or true Copies thereof shall be allowed to be good Evidence in all Courts whatsoever; and all Persons shall have Liberty to inspect the same, paying for such Inspection the Sum of One Shilling, and also to take or make Copies thereof, paying for every Copy after the Rate of Sixpence for every One hundred Words.

Penalty upon  
Sheriffs, &c.,  
Juries, or  
Witnesses,  
making De-  
fault.

LXXX. And be it further enacted, That if any such Sheriff or his Under Sheriff, or any Coroner or other Person herein-before authorized and directed to act in the Stead of such Sheriff, shall make Default in the Premises, he shall for every such Offence forfeit and pay the Sum of Fifty Pounds; and if any Person so summoned and returned upon any such Jury as aforesaid shall not appear, or appearing shall refuse to be sworn (or being of the Society of Persons called *Quakers*, to make his solemn Affirmation), or to give his Verdict, or shall in any Manner wilfully neglect his Duty, contrary to the true Intent and Meaning of this Act; or if any Person so summoned to give Evidence as aforesaid shall not appear (on being paid or tendered a reasonable Sum for his or her Costs and Expences), or appearing shall refuse to be sworn or affirmed or to give Evidence; every Person so offending, and having no reasonable Excuse (to be adjudged of and determined by the said Sheriff, Under Sheriff, Coroner, or other Person), shall forfeit and pay for every such Offence, for the Benefit of the Party for whom or on whose Account such Jury or Witness shall have been summoned, any Sum not exceeding Ten Pounds; all which said Penalties and Forfeitures shall and may be levied by virtue of a Warrant under the Hand and Seal of any Justice of the Peace for the County in which the said Lands, Tenements, or Hereditaments shall be situate, or the said Inquisition shall be held, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him or her the Overplus of the Money thereby produced, after such Penalty, and the Charges and Expences of such Warrant and Distress and Sale, shall have been deducted.

Jury men to  
be under the  
same Regu-

LXXXI. And be it further enacted, That every such Jury and Jurymen as aforesaid shall also be subject to the same Regulations, Pains, and Penalties



Penalties as if such Jury and Jurymen had been returned for the Trial of any Issue joined in any of His Majesty's Courts of Record at *Westminster*; and all Persons who in any Examination to be taken by virtue of this Act upon their Oath (or being of the Society of Persons called *Quakers* upon their solemn Affirmation) shall wilfully and corruptly give false Evidence before any such Jury, Sheriff, Under Sheriff, Coroner, or other Person, or before any Justice of the Peace, acting as such in the Execution of this Act, shall and may be prosecuted for the same, and upon Conviction thereof shall be subject to the Pains and Penalties to which Persons guilty of wilful and corrupt Perjury shall or may by Law be subject.

tations as those of the Courts at Westminster.

LXXXII. And be it further enacted, That in every Case in which the Verdict of any Jury summoned as aforesaid shall be given for a greater Sum than shall have been previously offered by the said Company for the Purchase of any Lands, Tenements, or Hereditaments to be used or taken by them for the Purposes of this Act; or as Compensation or Satisfaction for any Damage or Loss which may happen or arise in or by reason of the Execution of any of the Powers hereby granted, all the Costs of summoning such Jury, and the Expences of Witnesses, shall be defrayed by the said Company, and such Costs and Expences shall be settled and determined by the said Sheriff, Under Sheriff, Coroner, or other Person as aforesaid; and in case such Costs and Expences shall not be paid to the Party or Parties entitled to receive the same within Ten Days after the same shall have been demanded, then the same shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the said Company, or of the Treasurer of the said Company, (and which Treasurer shall be at liberty to reimburse himself all such Costs and Expences, if paid by him, and all Costs and Expences incurred by him by reason of any such Distress, out of any Monies received by him by virtue of this Act,) under a Warrant to be issued for that Purpose by any Justice of the Peace for the County within which the Subject of Dispute may arise (not interested in the Matter in question), which Warrant such Justice is hereby authorized and required to issue under his Hand and Seal, on Application made for that Purpose by any Party entitled to receive such Costs and Expences; but if the Verdict of the Jury shall be given for the same or for a less Sum than shall have been previously offered by the said Company, One Half of the said Costs and Expences shall be defrayed by the Party or Parties with whom the said Company shall have such Controversy or Dispute, and the Remainder shall be defrayed by the said Company; and the former Half of such Costs and Expences, having been ascertained and settled in manner herein-before mentioned, shall and may be deducted out of the Money adjudged to be paid to such other Party or Parties as aforesaid, as so much Money advanced to and for his, her, or their Use; and the Payment or Tender of the Remainder of the Money so adjudged shall be deemed and taken to all Intents and Purposes to be a good Payment or Tender in satisfaction of the Whole thereof.

Expences of Jury how to be paid.

LXXXIII. And be it further enacted, That all Parties with whom the said Company shall have any such Dispute, and who shall require a Jury to be summoned as aforesaid, shall at their own Costs, before the said Company shall be obliged to issue their Warrants for the summoning of such Jury, enter into a Bond (with Two sufficient Sureties) to the Treasurer or Clerk of the said Company, in a Penalty of One hundred Pounds,

Persons requesting Juries to enter into Bonds to prosecute their Com-

[Local.]

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plaints and to  
payExpences.

to prosecute their Complaint, and to bear and pay their Proportion of the Costs and Expences of summoning and returning such Jury and taking such Verdict, and of the summoning and Attendance of Witnesses, in case any Part of such Costs and Expences shall fall upon them.

Notice of In-  
jury to be  
given to the  
Company  
before Com-  
plaint.

LXXXIV. And be it further enacted, That the said Company shall not be obliged, nor shall any Jury to be summoned by virtue of this Act be allowed, to receive or take notice of any Complaint to be made by any Party for any Loss or Injury by them, him, or her sustained, or supposed to be sustained, in consequence of the Execution of any of the Powers of this Act, unless Notice in Writing, signed by the Chief Clerk or Treasurer or other proper Officer of the Corporation, or by the Person or Persons making such Complaint, (stating the Nature, Extent, and Particulars of such Loss or Injury, and the Amount of the Compensation claimed in respect thereof,) shall have been given by such Corporation, or Person or Persons, to the said Company, Ten Days before such Complaint shall have been made, and within the Space of Six Calendar Months after the Time of such supposed Loss or Injury having been sustained, or after the doing or committing thereof shall have ceased.

Power to  
enter Lands,  
&c. on Pay-  
ment or Ten-  
der of Pur-  
chase  
Money.

LXXXV. And be it further enacted, That upon Payment or legal Tender of such Sums of Money as shall have been agreed upon between the Parties, or awarded by a Jury in manner aforesaid, for the Purchase of any Lands, or as a Satisfaction and Compensation for any Loss or Injury as aforesaid, to the respective Proprietors of such Lands, or other Persons respectively interested therein, and entitled to receive such Money or Satisfaction or Compensation respectively, within Thirty Days after the same shall have been so agreed upon or awarded, or if the Parties so respectively interested and entitled as aforesaid cannot be found, or shall be absent from *England*, or shall refuse to receive such Money as aforesaid, or shall refuse, neglect, or be unable to make a good Title to such Lands (to the Satisfaction of the said Company), or if any Party entitled unto or to convey such Lands shall not be known, or shall be absent from *England*, or shall refuse to convey the same, then upon Payment of such Money into the Bank of *England*, as herein-before directed, to the Credit of the Parties interested in such Lands, or in case such Money shall have been agreed or awarded to be paid for the Purchase of any such Lands, or such Compensation or Satisfaction as aforesaid, which any Corporation, Trustee, or Person under Disability is hereby capacitated to convey, upon Payment of such Money into the Bank of *England*, as herein-before directed, to an Account *ex parte* the Grand Junction Railway Company, then and in every of such Cases it shall be lawful for the said Company immediately to enter upon such Lands; and thereupon such Lands, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of all Parties therein, shall thenceforth be vested in and become the sole Property of the said Company, to and for the Purposes of this Act; and such Payment or Tender, or Conveyance, or such Deposit in the Bank of *England* as aforesaid, shall operate to merge all outstanding or other Terms of Years, and to bar and destroy all Dower, and all Estates Tail and other Estates in Reversion and Remainder, and all Rights, Titles, Limitations, Uses, and Trusts whatsoever of and in the said Lands: Provided nevertheless, that before such Payment, Tender, or Deposit in the Bank of *England*

*England* as aforesaid, it shall not be lawful for the said Company, or for any Person acting under their Authority, to bore under, dig, or cut into or enter upon such Lands for any of the Purposes of this Act, save for the Purpose of ascertaining and setting out the same for the Purposes of this Act, without the previous Consent of the Owners and Occupiers thereof respectively.

LXXXVI. And whereas in making and executing the said Railway and the several other Works by this Act authorized it may be necessary for the said Company, their Agents and Workmen, to enter upon and take temporary Possession of some Parts of the Lands adjoining to the Line of the said Railway and other Works, for the Purpose of laying or depositing thereon the Earth, Clay, and other Materials which shall have been taken out in excavating deep Cuttings, or of manufacturing such Clay into Bricks; but inasmuch as a Jury summoned as directed by this Act to assess a Compensation for the Damage and Injury done to such adjoining Lands by the Exercise of the Powers and Authorities by this Act granted cannot, either upon View or from Evidence, form a just Opinion of the permanent Injury which will be sustained by the Owners or Proprietors of such adjoining Lands by the Exercise of the Powers and Authorities aforesaid, until the Works shall have been completed, it is expedient that the said Company, their Agents and Workmen, should be empowered to enter upon such adjoining Lands for the Purposes aforesaid, without having previously made such Payment, Tender, or Investment of Money as herein-before mentioned; be it therefore enacted, That notwithstanding any thing in this Act contained it shall be lawful for the said Company, their Agents and Workmen, and they are hereby empowered, to enter upon the Lands of any Person or Corporation whatsoever adjoining or lying near to the said Railway and other Works by this Act authorized to be made and maintained, or any of them, or any Part thereof respectively, for the Purpose of depositing or manufacturing upon such Lands, or upon any Part thereof respectively, any Soil, Gravel, Clay, Sand, Stone, or other Materials which shall have been excavated, dug, or got in making the said Railway or other Works, or which may be taken or dug out of or from any Lands adjoining to the Place where the said Works shall be then carried on, and to dig, cut, get, take, remove, and carry away, out of and from such adjoining Lands or any Part thereof, any Soil, Gravel, Clay, Sand, Stone, or other Materials which can or may be got or found therein, and which may be requisite or convenient for making the said Railway and other Works, and to manufacture the same, without having previously made such Payment, Tender, or Investment as herein-before mentioned, they the said Company, their Agents and Workmen, doing as little Damage as may be in the Exercise of the several Powers hereby granted to them, and making Compensation for such temporary Occupation of the said Lands to the Owners or Occupiers thereof, such Compensation, in case the Parties differ about the same, to be settled and recovered in manner herein provided in Cases of Disputes as to Damages to a small Amount: Provided always, that the said Company shall and they are hereby required, within One Calendar Month after the Expiration of the Period by this Act granted for executing the said Railway and other Works, to make such Compensation and Satisfaction for the permanent Damage or Injury, if any, which may have been done to the said Lands by the Exercise of any of the Powers or Authorities aforesaid,

Compensation to be made for temporary Damage.

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in the same Manner as in this Act is directed in other Cases of permanent Damage or Loss occasioned by the said Company; provided also, that before it shall be lawful for the said Company to make such temporary Use as aforesaid of the Lands adjoining or lying near the said Railway or Works, the said Company shall and they are hereby required to give Fourteen Days Notice of such their Intention to the Owners or Occupiers of such Lands, and to separate and set apart by sufficient Railings or Fencings so much of the Lands as shall be required to be so used as aforesaid from the other Lands adjoining thereto; provided always, that it shall not be lawful for the said Company to make such temporary Use of any such Lands as aforesaid lying at a greater Distance than Five hundred Yards from the said Railway, nor to make Bricks or place a Steam Engine upon any of such Lands at any Place which shall not be distant at least Five hundred Yards from any Mansion, without the Leave of the Owner or Occupier of such Mansion, in Writing, first obtained for that Purpose.

For settling  
Disputes as  
to Damages  
to a small  
Amount.

LXXXVII. And be it further enacted, That in case any Difference shall arise between the said Company and any of the Owners or Occupiers of the Property taken, used, or injured under the Authority of this Act, as to the Amount or Value of the Damages done by the said Company, their Agents, Servants, or Workmen, to such Property, in the Execution of any of the Powers of this Act, and such Difference cannot be adjusted and settled between the said Parties, the same shall be ascertained and determined by some Two or more Justices of the Peace for the County, Liberty, or Place in which such Lands shall lie, who, upon Application made to them by both or either of the said Parties, shall examine into the Matter in dispute, and shall determine and settle the Amount of Compensation which shall be payable by the said Company, provided such Compensation be not found by such Justices to exceed the Sum of Twenty Pounds; and the said Justices respectively are hereby authorized and required, on Nonpayment of the said Damages for the Space of Ten Days after the same shall have been awarded and ordered to be paid, to levy such Damages, and all Charges respecting the same, by Distress and Sale of any Goods and Chattels by this Act vested in the said Company, in the same Manner as by this Act is directed with respect to the Recovery of Compensation for Damages done by the said Company.

Tenants at  
Will or for  
Years to quit  
Lands, &c.  
after Notice.

LXXXVIII. And be it further enacted, That all Tenants at Will, Lessees for a Year, or from Year to Year, and all other Persons in possession of any Lands, Tenements, or Hereditaments which shall be required or be intended to be taken or used for the Purpose of this Act, and who shall have no greater Interest in the Premises than as Tenants at Will, or Lessees for a Year, or as Tenants from Year to Year, shall respectively deliver up Possession of such Premises to the said Company or their Clerk, or to such Person or Persons as the said Company or their Clerk shall appoint to take possession of the same, at the Expiration of Six Calendar Months next after Notice to that Effect shall have been given by the said Company to or left at the Place of Abode of such respective Tenants or Lessees or Persons in possession, or left upon the said Premises, (whether such Notice be given with reference to the Time of the Commencement of such Tenants holding or not, and whether such Notice be given before or after the said Premises shall be purchased by the said Company,)

Company,) or at such other Time after the Expiration of Six Calendar Months as in such Notice they shall be respectively required; and in case any such Tenant or Lessee, or Person so in possession as aforesaid, shall refuse to give up such Possession as aforesaid, it shall be lawful for the Clerk of the said Company to issue his Precept to the Sheriff of the County in which the Premises shall be situate, to deliver Possession of the said Premises to such Person as shall in such Precept be nominated to receive the same, and the said Sheriff is hereby required to deliver Possession of the said Premises accordingly, and to levy and satisfy such Costs as shall accrue upon or by reason of the issuing and Execution of such Precept on the Person or Persons so refusing to give Possession, by Distress and Sale of his, her, or their Goods and Chattels.

LXXXIX. Provided always, and be it further enacted, That where any such Tenant or Lessee who shall be required to deliver up Possession of any Premises occupied by him or her before the Expiration of his or her Term or Interest therein shall give the said Company previous Notice in Writing thereof, the said Company shall and they are hereby required to make or tender to such Tenant or Lessee, before they shall issue their Precept to the Sheriff to give Possession of the Premises in the Occupation of such Tenant or Lessee, Satisfaction or Compensation for the Value of his or her unexpired Term or Interest in the said Premises, which Satisfaction or Compensation, in case of Difference, shall be ascertained and determined in the same Manner as any other Satisfaction or Compensation for any Lands, Tenements, or Hereditaments taken or used by the said Company is by this Act directed to be made or determined.

Interests of such Tenants may be settled by a Jury.

XC. Provided always, and be it further enacted, That in all Cases in which any Party shall claim any Satisfaction or Compensation for or in respect of any unexpired Term or Interest which he or she shall claim to be possessed of or entitled unto in any Lands, Tenements, or Hereditaments, Mines or Minerals, intended to be taken or used under the Authority of this Act, under or by virtue of any Demise, Lease, or Agreement for Lease, or Grant thereof, the said Company are hereby authorized to require such Party to produce or show the Lease, Agreement for a Lease, Demise, or Grant in respect of which such Claim to Satisfaction or Compensation shall be made; and if such Lease or Agreement for Lease, Demise, Agreement, or Grant shall not be produced or shown within Twenty-one Days after Demand by the Clerk of the said Company, or any Person by him authorized, the Party claiming such Compensation or Satisfaction shall and may be considered and treated as a Tenant only from Year to Year.

Persons holding under Leases to produce the same.

XCI. And be it further enacted, That all Persons and Bodies Corporate having any Mortgage on any Lands, Tenements, or Hereditaments to be taken or used for the Purposes of this Act, (and whether entitled thereto in their own Right or in Trust, and whether in possession under Mortgage or not,) shall, on Tender (by the said Company or their Clerk, or any Person by him authorized) of the Principal Money due, and of the just Costs claimed at the Time of such Tender (if any), together with the Amount of Six Calendar Months Interest on the said Principal Money, immediately alien, release, assign, and transfer such mortgaged

Mortgagees to convey to Company.

[Local.]

7 F

Premises

Premises to the said Company, or to such Person or Persons and in such Manner as they shall appoint (and which Alienation, Release, Assignment, and Transfer may be in the like Form as the Conveyances by this Act directed to be used in Cases of Conveyance of Lands, Tenements, and Hereditaments, or as near thereto as the Circumstance of the Case will admit, or in any other Form); or in case such Mortgagee shall have Notice in Writing from the said Company or their Clerk that they will pay off the Principal Money and Interest which shall be due on the said Mortgage at the End or Expiration of Six Calendar Months (to be computed from the Day of giving such Notice), then, at the End of such Six Calendar Months, on the Payment of the Principal Money and Interest so due, together with any just Costs then claimed, such Mortgagees shall assign and transfer their respective Interests in the mortgaged Premises to the said Company, or as they shall direct; and in case any such Mortgagee shall refuse to alien, release, assign, or transfer as aforesaid, on such Tender or Payment, then all Interest on every such Mortgage Debt shall from thenceforth cease and determine: Provided always, that in case any such Mortgagee shall neglect or refuse to alien, release, assign, or transfer as aforesaid, then, upon Payment of the Principal Money and Interest, and the Costs (if any claimed), on any such Mortgage as aforesaid, into the Bank of *England*, at or at any Time after the End of Six Calendar Months from the Day of giving such Notice as aforesaid, or in lieu of such Notice, and in addition to the said other Monies, of Six Calendar Months Interest in advance, for the Use of such Mortgagee, the Cashier of the said Bank shall give a Receipt for the said Money in like Manner as is by this Act directed in Cases of other Payments into the said Bank, and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of such Mortgagee, and of all Persons in Trust for him or her, shall vest in the said Company, and the said Company shall be deemed to be in the actual legal and equitable Possession of the Lands, Tenements, Hereditaments, and Premises to the Extent of the Mortgagee's Estate and Interest therein, to all Intents and Purposes whatsoever; provided also, that the said Company shall not be obliged to pay to any such Mortgagee more than the real Value of the Lands, Tenements, and Hereditaments actually taken and used for the Purposes of this Act, or of the Estate or Interests therein mortgaged; and if any such Mortgage shall comprise any other Lands, Tenements, or Hereditaments than those which shall be so taken or used by the said Company, such Mortgagee shall, upon Payment or Tender of the Sum ascertained to be the Value of the said Lands, Tenements, or Hereditaments taken or used as aforesaid, forthwith alien, release, assign, and transfer his or her Interest in such last-mentioned Lands, Tenements, and Hereditaments to the said Company; and in default of such Alienation, Release, Assignment, or Transfer, and on Payment or Tender as aforesaid of such Money, (or on Payment thereof into the Bank of *England* for the Use of such Mortgagee, the Cashier of the said Bank shall give such Receipt as herein-before mentioned,) and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of such Mortgagee, and of all Persons in Trust for him or her, in the said Lands, Tenements, or Hereditaments, shall vest in the said Company, and the said Company shall be deemed to be in the actual legal and equitable Possession of the said Lands, Tenements, and Hereditaments, to all Intents and Purposes whatsoever; and such Sums of Money shall be deducted from  
the

the Amount of the Money due to such Mortgagee by virtue of such Mortgage.

XCII. And be it further enacted, That in all Cases in which any Lands subject to any Mortgage shall be required for the Purposes of this Act, which Lands shall be of less Value than the Principal Monies, Interest, and Costs secured thereon, or in which a Part only of any Lands subject to any Mortgage shall be required for the Purposes of this Act, and the Mortgagee thereof shall not consider the remaining Part of such Lands to be a sufficient Security for the Money charged thereon, or shall not be willing to release the Part required for the Purposes of this Act from the Principal or Mortgage Money, and all Interest due or to become due thereon, and all Costs, the Value of such Lands, or, as the Case may be, of such Part of the said Lands as shall be so required for the Purposes aforesaid, and also the Compensation, if any, for any Damage done, shall be settled and agreed upon by and between such Mortgagee and the Person entitled to the Equity of Redemption of such Lands on the one Part, and the said Company on the other Part; and in case of any Difference between them, then such Value and Compensation shall be determined by the Verdict of a Jury in the same Manner as in other Cases of Difference; and the Amount of such Value and Compensation, being so agreed upon or determined as aforesaid, shall be paid to such Mortgagee in satisfaction of his Claim, so far as the same will extend, and such Mortgagee shall thereupon assign and transfer all his Interest in such mortgaged Lands the Value whereof shall so have been agreed upon or determined as aforesaid, or in case of his neglecting or refusing to assign or transfer as herein-before directed, then the Amount of such Value and Compensation shall be paid into the Bank of *England* to the Credit of such Mortgagee, as by this Act is provided in Cases of a like Nature; and such Payment to the Mortgagee, or into the Bank as last aforesaid, shall be and be accepted in satisfaction of the Claim of such Mortgagee, so far as the same will extend, and also in full Discharge and Exoneration of such Part of the mortgaged Premises as shall be so taken or used from all Principal and Interest and other Money due or secured thereon; and thereupon such mortgaged Lands shall become absolutely vested in the said Company, and the said Company shall be deemed to be in the actual Possession thereof to all Intents and Purposes whatsoever: Provided nevertheless, that all Mortgagees shall have the same Powers or Remedies for recovering or compelling Payment of their Mortgage Money, or the Residue thereof, (as the Case may be,) or the Interest thereof respectively, upon and out of the Residue of the mortgaged Lands not required for the Purposes aforesaid, as they 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; provided also, that when a Part only of any Lands subject to any Mortgage shall have been taken for the Purposes of this Act as aforesaid, and the Value of the Lands so taken shall on the Assignment thereof to the said Company have been paid to the Mortgagee thereof, in part Satisfaction of his Mortgage Debt, a Memorandum of what shall have been so paid shall be indorsed on the Deed creating such Mortgage, at the Time of executing such Assignment to the said Company, and shall be signed by such Mortgagee, and a Copy of such Memorandum shall at the same Time, if required, be furnished by the said Company, at their Expence, to the Person  
entitled

Directing in what Manner Disputes between the Company and certain Mortgagees shall be settled.

entitled to the Equity of Redemption of the Lands comprised in such Mortgage Deed.

Application  
of Compen-  
sation Money  
amounting to  
200*l.*

1 G. 4. c. 35.

XCIII. And be it further enacted, That if any Money shall be agreed or be awarded to be paid for the Purchase of any Lands, Tenements, or Hereditaments to be taken or used by virtue of the Powers of this Act, or for any Interest therein, or for the Release of any Lands, Tenements, or Hereditaments from any Rents, Charges, Mortgages, or other Incumbrances charged thereon, or for any Compensation or Satisfaction under this Act, which any Body Politic, Corporate, or Collegiate, Ecclesiastical or Civil, Corporation Aggregate or Sole, Tenant for Life or in Tail, or Feoffee in Trust, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Infant, Idiot, Lunatic, Feme Covert, or other Cestuique Trust, or any Person whose Lands, Tenements, or other Hereditaments are limited in strict or other Settlement, or any Person under any other Disability or Incapacity, shall be entitled, interested in, or hereby capacitated to convey, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex parte* the Grand Junction Railway Company, pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at Westminster on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the General Orders of the said Court, and without Fee or Reward; and shall, when so paid in, there remain until the same shall (by Order of the said Court, made in a summary Way upon Petition to be presented to the said Court by the Party or Parties who would have been entitled to the Rents and Profits of the said Lands, Tenements, or Hereditaments,) be applied either in the Purchase or Redemption of the Land Tax, or in or towards the Discharge of any Debt or other Incumbrance affecting the said Lands, Tenements, or Hereditaments, or affecting other Lands, Tenements, or Hereditaments standing settled therewith to the same or the like Uses, Trusts, Intents, or Purposes, as the said Court of Exchequer shall authorize to be purchased or paid, or such Part thereof as shall be necessary; or until the same shall, upon the like Application, be laid out (by Order of the said Court, made in a summary Way as aforesaid) in the Purchase of other Lands, Tenements, or Hereditaments, which shall be conveyed, limited, and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands, Tenements, or Hereditaments which shall be so purchased, taken, or used as aforesaid, or in respect of which such Compensation or Satisfaction shall be paid, stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined or capable of taking effect; and in the meantime, and until such Purchase can be made, the said Money may, by Order of the said Court, upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities, or in Government or Real Securities; and in the meantime, and until such Annuities or Securities shall be ordered by



the said Court to be sold for the Purposes aforesaid, or shall be called in or cancelled, the Dividends or Interest and annual Produce thereof shall from Time to Time, by Order of the said Court, be paid to the Party or Parties who would for the Time being have been entitled to the Rents and Profits of such Lands, Tenements, or Hereditaments so to be purchased and settled.

XCIV. Provided always, and be it further enacted, That if any Money agreed or awarded to be paid as last herein-before mentioned shall be less than the Sum of Two hundred Pounds, and shall amount to or exceed the Sum of Twenty Pounds, then the same shall (at the Option of the respective Persons for the Time being entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so taken or used, or of such Interest therein, or of their respective Husbands, Guardians, or Committees, in case of Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, with the Approbation of the said Company, signified in Writing under their Common Seal) be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same may be paid (at the like Option and with the like Approbation) to Two Trustees, to be nominated by the respective Persons exercising such Option, (such Nomination to be approved of by the said Company, and such Nomination and Approbation to be signified in Writing under the Hands or Common Seals of the nominating and approving Parties,) and the Money so paid to such Trustees, and the Dividends and Produce so arising thereon and therefrom, shall be by such Trustees applied in like Manner as is herein-before directed with respect to the Money so to be paid into the Bank of *England* in the Name of the Accountant General of the Court of Exchequer.

Application of Compensation Money when less than 200*l.* and amounting to or exceeding 20*l.*

XCV. Provided also, and be it further enacted, That if any Money so agreed or awarded to be paid as last herein-before mentioned shall be less than the Sum of Twenty Pounds, the same shall be paid to the Person or several Persons who would for the Time being have been entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so taken or used for the Purposes of this Act, or affected in the Execution thereof or of any of the Powers hereby given, for his or their own Use and Benefit; or in case of Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, then such Money shall be paid, for his or their Use, to his or their Husbands, Guardians, Committees, or Trustees; and any such Payment as last aforesaid shall effectually vest the Lands, Tenements, or Hereditaments, or the Interest or several Interests in the Lands, Tenements, or Hereditaments for or in respect whereof the same shall be paid, in the said Company, their Successors and Assigns, absolutely, free from all Titles, Charges, Estates, and Incumbrances whatsoever.

When less than 20*l.*

XCVI. And be it further enacted, That in case any Party to whom any Money shall have been awarded or agreed to be paid for the Purchase of any Lands, Tenements, or Hereditaments to be taken or used under or by virtue of the Powers of this Act, or for any Interest, or for Compensation or Satisfaction as aforesaid, shall refuse or neglect to accept the same, or to convey the Premises or Interest in the Premises

In case of not making out Titles, &c. the Money to be paid into the Bank.

[Local.]

7 G

purchased,

purchased, or shall refuse, neglect, or be unable to make a Title to such Premises, or to such Interest in the Premises, to the Satisfaction of the said Company, or shall be absent from *England*, or shall not be conveniently found, or if any Party entitled unto or to convey such Lands, Tenements, or Hereditaments, or such Interest therein, cannot be conveniently known or discovered, or be not shown to the Satisfaction of the said Company, then and in every such Case it shall be lawful for the said Company to pay the Money so awarded or agreed to be paid as aforesaid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands, Tenements, or Hereditaments, (describing them so far as the said Company can do,) subject to the Controul and Disposition of the said Court; which said Court (on the Application of any Party making claim to such Money, or to any Part thereof, by Petition) is hereby empowered, in a summary Way of Proceeding or otherwise, to order the same to be laid out and invested in the Public Funds, and to order Distribution thereof, or Payment of the Dividends thereof, according to the Estate, Title, or Interest of the Party making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem proper; and the Cashier of the Bank of *England* who shall receive such Money is hereby required to give to the said Company a Receipt for such Money, mentioning and specifying therein for what and for whose Use (described as aforesaid) the same is received.

Persons in possession presumptively entitled.

XCVII. Provided always, and be it further enacted, That where any Question shall arise (in reference to the Provisions aforesaid or otherwise upon this Act) touching the Title of any Party or Parties to any Lands, Tenements, or Hereditaments, or to any Interest in any Land, Tenements, or Hereditaments, or to any Compensation Money in respect of Damage done to any Lands, Tenements, or Hereditaments, or to any Money to be paid into the Bank of *England* for the Purchase of any Lands or Tenements, or of any Estate, Right, Title, or Interest in any Lands or Tenements to be taken or used in pursuance of this Act, or for Compensation as aforesaid, or to any Annuities or Securities to be purchased with any such Money as aforesaid, or to the Dividends or Interest of any such Annuities or Securities, the Party or Parties respectively who shall have been in Possession or Receipt of the Rents or Profits of such Lands, Tenements, or Hereditaments at the Time of such Purchase, or when such Lands or Tenements were affected or required or taken, and all Corporations and Persons claiming under such Parties, or under or consistently with the Possession of such Parties, shall be deemed to have been lawfully entitled to such Lands, Tenements, or Hereditaments, or such Interest therein, or to such Money as aforesaid, according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court; and the Dividends or Interest of the Annuities or Securities to be purchased with such Money, and also the Capital of such Annuities or Securities, shall be paid, applied, and disposed of accordingly.

The Court may order reasonable Expences of Purchase to

XCVIII. Provided also, and be it further enacted, That where by reason of any Disability or Incapacity of any Party entitled to any Lands, Tenements, or Hereditaments to be taken or used, or in respect of which any Compensation or Satisfaction shall be payable, under the Authority of this Act,

Act, the Purchase Money for the same shall be required to be paid into the Bank of *England*, to be applied in the Purchase of other Lands, Tenements, or Hereditaments to be settled to the like Uses in pursuance of this Act, it shall be lawful for the said Court (if the Justice of the Case shall so demand) to order the Expences of all such Purchases, or so much of such Expences as the said Court shall deem reasonable, together with the necessary Costs and Charges of obtaining such Order, to be paid by the said Company out of the Monies to be received by virtue of this Act, and the said Company shall from Time to Time pay such Sums of Money for such Purposes as the said Court shall direct.

be paid by the Company in certain Cases.

XCIX. And whereas by means of the Purchases which the said Company are empowered or are required to make by virtue of this Act they may happen to be seised or possessed of more Lands, Tenements, or Hereditaments than will be necessary for effecting the Purposes of this Act, or of Lands, Tenements, or Hereditaments not applicable to the Purposes hereof; be it therefore enacted, That it shall be lawful for the said Company to contract for and to sell, and by any Deed under their Common Seal to convey, any such Lands, Tenements, or Hereditaments, or any Estate or Interest in such Lands, Tenements, or Hereditaments, or any Part thereof, either together or in Parcels, by public Auction or by private Contract, as they shall deem most advantageous; and such Contracts, Sales, and Conveyances by the said Company shall be valid and effectual to all Intents and Purposes whatsoever, any thing in this Act contained, or in other Law, Statute, or Custom, to the contrary notwithstanding: Provided always, that the said Company, before they shall so convey any such Lands, Tenements, or Hereditaments, shall (by their Clerk) offer the same to the Person or to the several Persons whose Lands or Premises shall immediately adjoin the Lands, Tenements, or Hereditaments so proposed to be conveyed, if such Persons be in *England*, and can be conveniently found, and are capable of entering into a Contract for the Purchase of such Lands, Tenements, or Hereditaments; and such respective Persons, in case they shall be desirous of purchasing the same, shall signify such their Desire and Intention in that Behalf to the said Company within Thirty Days after such Offer shall have been made; and in case such Persons shall decline to avail themselves of such Offer, or shall neglect for the Space of Thirty Days to signify to the said Company their Desire and Intention to purchase such Lands, Tenements, or Hereditaments, the Right of Pre-emption of every such Person so declining or neglecting, in respect of the Lands, Tenements, or Hereditaments included in such Offer of Sale, shall be destroyed; and an Affidavit made and sworn to before a Master or Master Extraordinary in the High Court of Chancery, or before any Justice of the Peace for the County wherein such Lands, Tenements, or Hereditaments lie, (as the Case may be,) by some Person not interested in the same Lands, Tenements, or Hereditaments, stating that (according to the Belief of the Deponent) the Person or Persons entitled to such Right of Pre-emption was not in *England*, or was not conveniently found, or was not capable of entering into a Contract for the Purchase of such Lands, Tenements, or Hereditaments, or that such Offer had been made by or on behalf of the said Company, to such Person or Persons, (by delivering the same to him or them, or by leaving the same at his or their Dwelling House or Houses, or Place or Places of Business,) and that such Offer was refused or was not accepted by the Person or Persons to whom the same

Enabling the Company to sell Lands not wanted

was

was made as aforesaid, within the Space of Thirty Days from the Time of making the same, shall in all Courts whatsoever be sufficient Evidence and Proof that such Offer was made and was refused, or was not accepted or agreed to, (as the Case may be,) by the Person or Persons to whom such Offer was made as aforesaid; and in case such Person or Persons shall be desirous of purchasing the same, and he, she, or they, and the said Company, shall not agree with respect to the Price thereof, then the Price thereof shall be ascertained by a Jury; and the Expence thereof shall be borne and paid in the same Manner as by this Act is directed with respect to the disputed Value of Premises to be taken or used by the said Company in pursuance hereof; and the Monies produced by the Sales which may be made by the said Company of such Lands, Tenements, and Hereditaments as aforesaid shall be applied to the Purposes of this Act.

Treasurer,  
upon Pay-  
ment of  
Money, to  
give Re-  
ceipts.

C. And be it further enacted, That upon Payment of the Money which shall arise from the Sale of any Lands, Tenements, or Hereditaments, or of any Interest therein, belonging to the said Company, which shall be sold by the said Company under the Authority of this Act, or upon Payment to him of any other Money under this Act, it shall be lawful for the Treasurer for the Time being of the said Company to sign and give Receipts for the Money so paid, which Receipts shall be sufficient Discharges to all Persons for the Purchase Money for such Lands, Tenements, or Hereditaments, or Interests as shall be sold, and for such Sums of Money as in such Receipts respectively shall be expressed to be received, and such Persons shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money or other Monies, or of any Part thereof.

Empowering  
Company to  
purchase  
Fifty Acres of  
Land for  
Wharfs, &c.

CI. And be it further enacted, That it shall be lawful for the said Company, and they are hereby empowered, to contract with any Person or Persons, or any Body Politic, Corporate, or Collegiate, (especially such or the like Corporations and Persons as are herein-before capacitated to sell and convey other Lands, Tenements, or Hereditaments for the Purposes of this Act,) for the Purchase of any Lands, Tenements, or Hereditaments, not exceeding in the whole Fifty Statute Acres, (in addition to the Lands, Tenements, and Hereditaments herein-before authorized to be taken and used,) in such Place or Places as shall be deemed eligible, for the Purpose of making and providing Stations, Yards, Wharfs, waiting, loading, and unloading Places, Warehouses, and other Buildings and Conveniences, for receiving, depositing, loading, or keeping any Cattle, or any Goods, Articles, Matters, or Things intended to be conveyed upon the said Railway, or for making convenient Roads or Ways thereto, or for any other Purposes whatsoever connected with the Undertaking by this Act authorized which the said Company shall judge requisite; and it shall be lawful for all Bodies Politic, Corporate, and Collegiate, Corporations Aggregate and Sole, and all other Persons (including especially such or the like Corporations and Persons as are herein-before capacitated to sell and convey other Lands, Tenements, and Hereditaments for the Purposes of this Act), to sell and convey to the said Company, and their Successors and Assigns, any Lands, Tenements, or Hereditaments whatsoever for the Purposes herein-before mentioned, or any of them, in the same Manner as is herein-before directed concerning the Lands, Tenements, and Hereditaments



for before .  
Work is com-  
menced.

One million and forty thousand Pounds, and the Sum of Eight hundred and thirty-two thousand Pounds and upwards, being more than Four Fifth Parts thereof, has been already subscribed for by several Persons, under a Contract, binding themselves, their Heirs, Executors, Administrators, and Assigns, for the Payment of the several Sums by them respectively subscribed for; be it therefore enacted, That the whole of the said Sum of One million and forty thousand Pounds shall be subscribed for in like Manner before any of the Powers given by this Act in relation to the compulsory taking of Land for the Purposes hereof shall be put in force.

Certificate,  
under the  
Hand of a  
Justice of the  
Peace, to be  
Proof that the  
whole Money  
has been sub-  
scribed.

CV. Provided always, and be it further enacted, That a Certificate of the Justices of the Peace for either of the said Counties of *Lancaster*, *Chester*, *Stafford*, or *Warwick*, assembled at any General Quarter Sessions or Special or adjourned Quarter Sessions of the Peace, that the whole of the said Sum of One million and forty thousand Pounds hath been subscribed as aforesaid, (and which Certificate all such Justices respectively are hereby authorized and required to grant, on Application made to them respectively by the said Company, and on Production of the Subscription Deed of or relating to the said Company, and due Proof of the Execution thereof,) shall for all Purposes whatsoever be conclusive Evidence that the whole of the said Sum of One million and forty thousand Pounds has been subscribed, as by this Act is required.

Proprietors to  
raise Money  
amongst  
themselves  
for the Un-  
dertaking, not  
exceeding  
1,040,000*l.*,  
to be divided  
into Shares of  
100*l.* each.

CVI. And be it further enacted, That it shall be lawful for the said Company to raise amongst themselves any Sum or Sums of Money for making and maintaining the said Railway and other Works by this Act authorized, not exceeding in the whole the Sum of One million and forty thousand Pounds, the whole to be divided into Shares of One hundred Pounds each; and such Shares shall be numbered (beginning with Number One) in arithmetical Progression, and every such Share shall be distinguished by the Number to be applied to the same; and the said Shares shall be and are hereby vested in the several Parties taking the same, and their several and respective Successors, Executors, Administrators, and Assigns, to their proper Use and Benefit, proportionably to the Sum they shall severally contribute; and all Bodies Politic, Corporate, and Collegiate, and all Persons, and their several and respective Successors, Executors, Administrators, and Assigns, who have subscribed or shall severally subscribe for One or more Share or Shares, or such Sum or Sums as shall be demanded in lieu thereof, towards the said Undertaking, and other the Purposes of the said Subscription, shall be entitled to and receive, in proportionable Parts, according to the respective Sums so by them respectively subscribed or paid, the net Profits and Advantages which shall arise or accrue from or by the Rates, Tolls, and other Sums of Money to be received by the said Company, as and when the same shall be divided by the Authority of this Act.

Shares to be  
Personal  
Estate.

CVII. And be it further enacted, That all the Shares and Proportions of and in the said Undertaking, or the Joint Stock or Fund of the said Company, shall to all Intents and Purposes be deemed Personal Estate, and be transmissible as such, and shall not be deemed to be of the Nature of Real Property.

CVIII. And

CVIII. And be it further enacted, That the several Parties who have subscribed or who shall hereafter subscribe for or towards the said Undertaking shall and they are hereby required to pay the Sums of Money by them respectively subscribed for, or such Parts or Proportions thereof as shall from Time to Time be called for by the Directors of the said Company, under and by virtue of the Powers of this Act, at such Times, and at such Place or Places, and to such Person or Persons as shall be directed by the said Directors; and in case any Party shall refuse or neglect to pay as aforesaid the Money by him or her or them so subscribed for, or the Part thereof so called for, it shall be lawful for the said Company or for the said Directors to sue for and recover the same in any Court of Law or Equity, together with Interest on such unpaid Sum or Sums of Money at the Rate of Five Pounds *per Centum per Annum* from the Time when the same was directed to be paid as aforesaid up to the Day of actual Payment thereof.

To compel Payment of Subscriptions.

CIX. And be it further enacted, That whenever several Persons shall be jointly possessed of or entitled to any Share or Shares in the said Undertaking, the Person whose Name shall stand first in the Books of the said Company as Proprietor of such Share or Shares shall for the Purposes of this Act be deemed the Proprietor of such Share or Shares, and (as between several Proprietors) all such Proprietors shall be entitled to give their Votes in respect thereof by the Person whose Name shall so stand first in the Books of the said Company as Proprietor of such Share or Shares, and whose Vote shall, either in Person or by Proxy, on all Occasions be deemed and allowed to be the ~~Vote for~~ or in respect of the whole Property in such ~~Share or Shares~~, without Proof of the Concurrence of the other Proprietor or Proprietors of such Share or Shares; and all Notices by this Act directed to be given to the Proprietors of Shares in the said Undertaking shall and may, for or in respect of any such Share or Shares so jointly held, be given to the Person whose Name shall so stand first in the Books of the said Company, or be left at the last or usual Place of Abode of such Person, or be inserted in the *London Gazette*; and such Notice shall be deemed sufficient Notice to such Person whose Name so stands first as aforesaid, and to all other the Proprietors of such Share or Shares, for all the Purposes for which such Notice is intended to be given.

The Person whose Name stands first as a joint Proprietor with others to be deemed the Owner and to vote.

CX. And be it further enacted, That in case any Proprietor entitled to vote at any Meeting held in pursuance hereof shall be a Lunatic or Idiot or Minor, such Lunatic or Idiot shall or may vote at such Meeting by his or her Committee or by any of such Committee, and such respective Committees or any of them may vote in respect of the Interest of such Lunatics or Idiots either in Person or by Proxy, and such Minor shall and may vote by his or her Guardian or by any of such Guardians, and such respective Guardians or any of them may vote in respect of the Interest of such Minors either in Person or by Proxy: Provided always, that every such Committee, or Member of Committee, or Guardian, or each of several Guardians, may also vote in right of his or her own Share or Shares (if he have any) as well as in such Character of Committee or Guardian.

Lunatics and Minors to vote by Committees and Guardians.

CXI. And







shall be entitled to the Money due thereon, may from Time to Time transfer their respective Rights and Interests therein to any other Person or Persons; and every Transfer thereof may be in the Words or to the Effect following; (that is to say,)

Form of  
Transfer of  
Mortgage.

‘ I *A. B.* of \_\_\_\_\_ in consideration of the Sum of  
‘ \_\_\_\_\_ paid by *C. D.* of \_\_\_\_\_ do hereby transfer  
‘ a certain Mortgage, Number \_\_\_\_\_, made by the Grand Junction Railway  
‘ Company to \_\_\_\_\_, bearing Date the \_\_\_\_\_ Day of  
‘ \_\_\_\_\_ for securing the Sum of \_\_\_\_\_ and Interest,  
‘ in and to the Money thereby secured, and in and to the Rates, Tolls,  
‘ Sums of Money, and Property thereby assigned, to the said *C. D.*, his  
‘ Executors, Administrators, and Assigns. Dated this  
‘ \_\_\_\_\_ Day of \_\_\_\_\_ in the Year of our  
‘ Lord \_\_\_\_\_ .’

Entries of  
Mortgages to  
be made by  
the Clerk.

And every such Transfer shall, within Twenty-eight Days after the Date thereof, if executed in *England*, or otherwise within Twenty-eight Days next after the Arrival thereof in *England*, if executed elsewhere, be produced to the Clerk of the said Company, who shall cause an Entry or Memorial to be made thereof in the same Manner as of the original Mortgage or Assignment, for which the said Clerk shall be paid the Sum of Two Shillings and Sixpence; and after such Memorial or Entry made every such Transfer shall entitle such Assignee, or his or her Executors, Administrators, and Assigns, to the full Benefit thereof and Payment thereon; and it shall not be in the Power of any Person who shall have made such Transfer to make void, release, or discharge the Mortgage so transferred, or any Money thereon due or thereby secured, or any Part thereof.

Interest of  
Money bor-  
rowed to be  
paid in pre-  
ference to  
Dividends.

CXIV. And be it further enacted, That the Interest of the Money which shall be raised by Mortgage or Charge as aforesaid shall be paid to the several Parties entitled thereto in preference to any Dividends payable by virtue of this Act to the Proprietors of the said Undertaking, or any of them; and in case such Interest or any Part thereof shall be unpaid by the Space of Twenty-one Days next after the same shall have become due and payable as aforesaid, and the same shall not be paid within Seven Days next after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for any Two or more Justices of the Peace acting for the said Counties of *Lancaster*, *Chester*, *Stafford*, or *Warwick*, (not being interested in the Matter in question,) and they are hereby respectively required, on Request to them made by or on behalf of any Mortgagee or Assignee of a Mortgagee whose Interest shall be so in arrear, by an Order under their Hands, to appoint some Person to receive the Whole or any Part of the Rates, Tolls, or Sums hereby authorized to be collected or received; and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Person or Persons to whom such Interest shall be then due, until the same, and the Principal Money in respect whereof such Interest accrued, together with the Costs and Charges of recovering and receiving the Rates, Tolls, or Sums, shall be fully satisfied and paid; and after such Principal, Interest, and Costs shall have been paid and satisfied, the  
Power

Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine; or otherwise the said Principal and Interest so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by an Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

CXV. Provided always, and be it further enacted, That no Person to whom any such Mortgage or Assignment shall be made or transferred shall by reason thereof be deemed a Proprietor of any Share, or shall be capable of acting or voting as such at or taking any Part in the Proceedings of any Meeting of the said Company. Creditors not to vote.

CXVI. And be it further enacted, That in case the Company shall raise the Whole or any Part of the said Sum of Three hundred and forty-six thousand Pounds by Mortgage or Charge as aforesaid, and shall afterwards pay off all or any Part thereof, then and in every such Case it shall be lawful for the said Company, immediately, or at any Time or Times thereafter, again to raise, in lieu of any Principal Money so paid off by them, such Sum or Sums of Money as they shall from Time to Time have paid off, or any Part thereof, and so from Time to Time as often as the same shall happen, but so nevertheless that the said Company shall not in any Event borrow more than the Sum of Three hundred and forty-six thousand Pounds in the whole. In case Mortgages are paid off, Company may raise the Amount again.

CXVII. And be it further enacted, That all the Money to be raised by the said Company by virtue of this Act shall be laid out and applied, in the first place, in paying and discharging all Costs and Expences incurred in applying for, obtaining, and passing this Act, and all other Expences preparatory or relating thereto, and the Remainder of such Money shall be applied in and towards purchasing Lands, Tenements, and Hereditaments, and making and maintaining the said Railway and other Works, and in otherwise carrying this Act and the Purposes hereof into execution. Application of Money to be raised.

CXVIII. And be it further enacted, That the First General Meeting of the said Company shall be held within Six Calendar Months next after the passing of this Act; and from and after such General Meeting of the said Company there shall be an Annual General Meeting of the said Company in the Month of *August* in each and every Year, or within the Space of Fourteen Days next thereafter, at such Place as the Directors (for the Time being) shall fix, and all such and so many Special General Meetings of the said Company as the said Directors (for the Time being) may think proper; and such Annual General Meetings and Special General Meetings may be adjourned from Time to Time and from Place to Place. First and other General Meetings.

CXIX. And be it further enacted, That Twenty-five or more Members of the said Company, holding in the Aggregate Two hundred Shares or upwards in the said Undertaking (upon which Shares all Calls actually previously made shall have been paid and satisfied), may at any Time (by Writing under their Hands, left at the Office of the said Company, or given to the Clerk of the said Company, or left at his last or usual Place of Abode,) require the Directors of the said Company to call a Special General Meeting of the Proprietors of the said Company, so as such Requisition fully express the Object for which such Special General Meeting Meetings of Proprietors may be specially convened.



CXXI. And be it further enacted, That the said Company shall at their First General Meeting elect a Clerk and a Treasurer, for transacting the Business of the said Company; and it shall be lawful for the said Company (at any subsequent General or Special General Meeting) from Time to Time to remove and displace any such Treasurer or Clerk, or any Persons who shall be thereafter elected and appointed to their respective Offices, and elect in manner aforesaid any other Person to act as Treasurer or Clerk of the said Company in the Room of such of the said Officers as shall die or resign or be removed from their respective Offices; and it shall be lawful for the said Company, and for the Directors thereof for the Time being, to allow such Salaries or other Emoluments to the said Officers respectively as they the said Company or Directors shall from Time to Time think proper: Provided always, that the said Company shall and they are hereby required to take sufficient Security from every Person who shall be appointed Treasurer of the said Company, and from every Receiver, Collector, or Officer (appointed by them or by the Directors of the said Company) who shall have the Custody or Controul of any Money received by virtue of this Act, for the faithful Execution of his Office, before he shall enter thereupon.

General Meeting to appoint Treasurer and Clerk.

CXXII. Provided also, and be it further enacted, That it shall not be lawful for the said Company to appoint any Person who may be appointed their Clerk in the Execution of this Act, or the Partner of such Clerk, or any Person in the Service or Employ of such Clerk or of his Partner, to be the Treasurer for the Purposes of this Act, or to appoint any Person who may be appointed Treasurer, or the Partner of such Treasurer, or any Person in the Service or Employ of such Treasurer or of his Partner, to be the Clerk of the said Company for the Purposes of this Act; and if any Person shall accept both the Offices of Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of such Clerk, or in the Service or Employ of such Clerk or of his Partner, shall accept the Office of Treasurer, or being the Treasurer, or the Partner of such Treasurer, or in the Service or Employ of such Treasurer or of his Partner, shall accept the Office of Clerk in the Execution of this Act, or if any such Treasurer shall hold any Place of Profit or Trust under the said Company other than that of Treasurer, every Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person who shall sue for the same, to be recovered, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Suit, or Information (wherein no Essoign, Protection, or Wager of Law, and only One Imparlance, shall be allowed).

Clerk not to be Treasurer, and vice versa.

CXXIII. And be it further enacted, That the said Company shall have full Power and Authority from Time to Time to make such Bye Laws, Orders, and Rules as to them shall seem right and proper for the good Government of the Affairs of the said Company, and for regulating the Proceedings and remunerating and reimbursing the Expences of the said Directors, and for the Management of the said Undertaking, and of the Officers and Servants of the said Company in all respects whatsoever, and from Time to Time to alter or repeal such Bye Laws, Orders, and Rules, or any of them, and to make others, and to impose and inflict such reasonable Fines and Forfeitures upon all Persons offending against the same, as to the

General Meetings may make Bye Laws.

[*Local.*]

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said

said Company shall seem meet, not exceeding the Sum of Five Pounds for any One Offence, such Fines and Forfeitures to be levied and recovered as any Penalty may by this Act be levied and recovered, which said Bye Laws, Orders, and Rules, being reduced into Writing, and sealed by the said Company, and painted on Boards, shall be affixed and continued on some conspicuous Part of the several Toll Houses which may be erected on the said Railway, and on the other Buildings or Places at which any Rates, Tolls, or other Sums shall be collected or paid under the Authority of this Act, and shall from Time to Time be renewed as often as the same or any Part thereof shall be obliterated or destroyed; and such Bye Laws, Orders, and Rules shall be binding upon and be observed by all Parties, and shall be sufficient in all Courts of Law or Equity to justify all Persons who shall act under the same (provided that such Bye Laws, Orders, or Rules be not repugnant to the Laws of that Part of the United Kingdom of *Great Britain and Ireland* called *England*, or to any Directions in this Act contained); and all such Bye Laws, Orders, and Rules shall be subject to Appeal in manner herein-after mentioned.

General Meetings to examine Accounts.

CXXIV. And be it further enacted, That it shall be competent to any General Annual Meeting to call for and examine the Accounts of the said Company, and of the Directors, and of the Treasurers, Receivers, or Collectors of the Rates, Tolls, and other Sums by this Act granted, and of the other Officers of the said Company.

First Directors of the Company

CXXV. And be it further enacted, That *John Moss, Robert Gladstone, Charles Lawrence, Joseph Walker, James Bourne, John Cropper junior, William Chance, Hardman Earle, Joseph Christopher Ewart, Thomas William Giffard, Richard Harrison, Joseph Hornby, Daniel Ledsam, Joseph Frederick Ledsam, Theodore Price, William Rotheram, Joseph Sandars, Charles Shaw, Charles Tayleur, John Turner, and Joseph Need Walker*, and the Survivors and Survivor of them, or such of them as shall continue to act, shall be the Directors of the said Company, and shall continue in Office until the First General Meeting of the said Company to be held in pursuance of this Act, and they the said Directors herein-before named shall and they are hereby required to fix the Time and Place of such First General Meeting; and until such First General Meeting shall be holden the said Directors herein named, or the Survivors or Survivor of them, or such of them as shall continue to act, shall and lawfully may allot the Shares remaining undisposed of in the said Undertaking as they the said Directors shall think fit, and shall and may exercise all other Powers and Authorities which are by this Act given to or which may be exercised by the Directors who may be elected in pursuance hereof at the First or at any subsequent Annual General Meeting of the said Company.

First General Meeting to choose Directors.

CXXVI. And be it further enacted, That at the First General Meeting to be held as herein-before is mentioned, or some Meeting to be held by Adjournment therefrom, the Proprietors then present (personally or by Proxy) shall elect Fifteen Persons (each of whom shall be a Proprietor in his own Right of Five Shares at the least in the said Undertaking) to be the Directors and to manage the Affairs of the said Company (in lieu of those herein-before named), and of the Directors so to be elected as aforesaid Seven shall be competent to act; and the several Persons so to be elected (unless they resign, or be removed or disqualified,) shall continue in Office and be Directors until the Annual General Meeting of the said Company

pany which shall be held in the Month of *August* in the Year of our Lord One thousand eight hundred and thirty-five, and until others shall be elected in their Stead, in pursuance of this Act.

CXXVII. And be it further enacted, That at the General Meeting to be held in the Month of *August* which will be in the Year of our Lord One thousand eight hundred and thirty-five Three of the Directors who shall have been so elected as aforesaid (to be determined by Ballot among themselves) shall go out of Office and cease to be Directors of the said Company, and an equal Number of Persons (each of whom shall be a Proprietor in his own Right of Five Shares at the least in the said Undertaking) shall be elected by the said Company to be Directors in their Place and Stead; and at the General Meeting to be held in the Month of *August* which will be in the Year One thousand eight hundred and thirty-six Three other of the Directors who shall have been so elected as aforesaid (to be determined by Ballot among themselves) shall go out of Office and cease to be Directors of the said Company, and their Places to be supplied in like Manner; and at the General Meeting to be held in the Month of *August* which will be in the Year One thousand eight hundred and thirty-seven Three other of the Directors who shall have been so elected as aforesaid, to be determined by Ballot among themselves, shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *August* which will be in the Year One thousand eight hundred and thirty-eight Three other of the Directors who shall have been so elected as aforesaid (to be determined by Ballot among themselves) shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *August* which will be in the Year One thousand eight hundred and thirty-nine the remaining Three of the Directors who shall have been so elected as aforesaid shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *August* in every subsequent Year Three of the Directors who shall have been longest in Office shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner.

Directors to go out annually by Rotation.

CXXVIII. Provided always, and be it further enacted, That every Director who shall go out of Office on any Day of Election which shall happen before the said Railway is completed and opened to the Public may be (immediately or at any future Time) re-elected a Director of the said Company; but no Director who shall go out of Office on any Day of Election which shall happen after the said Railway is completed and opened to the Public shall be re-eligible until the Day of Election next following that at which he shall have gone out of Office as aforesaid; and every Director re-elected as aforesaid shall, with reference to the going out by Rotation, be considered a new Director.

Directors going out of Office re-eligible.

CXXIX. Provided nevertheless, and be it further enacted, That no Person holding any Office or Place of Trust or Profit under the said Company, or being concerned or interested in any Contract with the said Company, shall be capable of being chosen a Director of the said Company,

No Person holding Office capable of being a Director.

pany, nor shall any Director be capable of accepting any other Office or Place of Trust or Profit under the said Company, or of being concerned or interested in any Contract with the said Company, during the Time he shall be a Director of the said Company; and if any Director of the said Company shall at any Time subsequently to his Election accept or continue to hold any other Office or Place of Trust or Profit under the said Company, or shall (either directly or indirectly) be concerned in any Contract with the said Company, or shall participate in any Manner in any Work to be done for the said Company, or shall at any Time cease to be a Proprietor of Five Shares in the said Undertaking, the Office of such Director shall thereupon become vacant, and he shall thenceforth be disqualified from voting or acting as a Director.

For supply-  
ing Vacan-  
cies in Direc-  
tion.

CXXX. And be it further enacted, That when and so often as any Director (to be elected by virtue of this Act) shall die or shall resign, or shall become disqualified or incompetent to act as a Director, or shall cease to be a Director by any other Cause than that of going out of Office by Ballot as aforesaid, it shall be lawful for the remaining Directors to elect some other Proprietor (duly qualified) to be a Director; and every such Proprietor so elected to fill up any such Vacancy shall continue in Office so long only as the Person in whose Place or Stead he may be elected would have been entitled to continue had he lived or remained in Office.

Business at  
special and  
adjourned  
General  
Meetings.

CXXXI. And be it further enacted, That no Business shall be transacted at any Special General Meeting other than the Business for which it shall have been called, and no Business shall be transacted at any adjourned General or adjourned Special General Meeting other than the Business left unfinished at the Meeting from which such Adjournment took place

General  
Meetings for  
choosing Di-  
rectors to  
consist of  
Twenty-five  
Persons pos-  
sessed of  
Two hundred  
Votes.

CXXXII. Provided always, and be it further enacted, That if at any such General Meeting there shall not be Twenty-five Persons present (personally or by Proxy) who shall be entitled to Two hundred Votes in the Aggregate within One Hour from the Time appointed for such Meeting, no Choice of Directors shall be made, nor shall any Business be transacted; but in such Case there shall be another Meeting of the said Company at the same Place, at or at some Time after the Expiration of Seven Days from that Time; and if at such Second Meeting the requisite Number of Proprietors of Shares possessing the requisite Number of Votes shall not attend (personally or by Proxy) within the Period aforesaid, such Second Meeting shall stand adjourned to the Seventh Day next following; and in case the requisite Number of Proprietors possessing the requisite Number of Votes as aforesaid shall not then attend as aforesaid, then the Directors for the Time being shall continue to act, and shall, until new Directors shall be appointed at the next Annual General Meeting, have and exercise the same Powers in all respects as they before had (any thing herein contained to the contrary notwithstanding).

Chairman  
and Deputy  
Chairman of  
Directors to  
be appointed.

CXXXIII. And be it further enacted, That at the First Meeting of the Directors who shall be appointed at the First General Meeting of the said Company, the Directors present at such Meeting of Directors shall choose out of their Body a Chairman and a Deputy Chairman; provided  
always,



always, that when and so often as the Chairman or Deputy Chairman so to be chosen shall die or resign, or become disqualified to act, or otherwise cease to be a Director, it shall be lawful for the Directors present at the Meeting next after such Vacancy shall have occurred to choose some other of their own Body to be Chairman or Deputy Chairman, to be chosen as last aforesaid, to fill a Vacancy, and shall continue in such Office so long only as the Person in whose Place or Stead he may be so elected would have been entitled under the Provisions of this Act to continue if such Vacancy had not happened.

CXXXIV. And be it further enacted, That at all General and Special General Meetings of the said Company the Chairman of the said Directors, or in his Absence the Deputy Chairman of the said Directors, or in his Absence some One of the Directors of the said Company to be chosen at such Meeting, or in the Absence of all the Directors any Proprietor to be chosen at such Meeting, shall preside as Chairman; and such Chairman, in case of an equal Division of Votes upon any Subject entertained at any such Meeting, shall (in addition to his own Votes in respect of the Shares held by him, and in respect of the Shares of any other Proprietor whose Proxy he may hold) have an additional or casting Vote as Chairman.

At Meetings of the Company the Chairman or Deputy Chairman of Directors to preside.

CXXXV. And be it further enacted, That the Directors for the Time being of the said Company shall have the Custody of the Common Seal of the said Company, with Power to use the same on their Behalf, and shall have full Authority to meet and adjourn from Time to Time and from Place to Place as they the said Directors may deem proper, and also at any Time to call Special General Meetings of the said Company for any Purpose which they may think proper, and to appoint the Times and Places for General or Special General Meetings of the said Company; and all Questions, Matters, and Things which shall be discussed or considered at any Meeting of the Directors shall be finally determined by the Majority of Votes then present, and there shall be Seven Directors at the least present to constitute a Meeting; and no Director (although possessed of many Shares in the said Undertaking) shall have more than One Vote at any such Meeting, unless he be the Chairman of such Meeting, in which Case he shall (if there shall happen to be an equal Division) always have an additional or casting Vote as Chairman; and such Directors shall have full Power and Authority to do all Acts whatsoever which the said Company are by this Act authorized to do (except as herein mentioned) for the making and maintaining of the said Railway, and the Management and Direction of the Affairs of the said Company; and for that Purpose the said Directors may purchase Lands, Tenements, and Hereditaments, and agree for the Price thereof, and for the Compensation to be paid in respect thereof, or in respect of Damages done or apprehended by reason of the making of the said Railway, and may sell Lands, Tenements, and Hereditaments hereby authorized to be sold, and generally may make Contracts and Bargains in respect of or relating to the said Undertaking, and may employ and direct the Works and Workmen, and superintend the Affairs of the said Company after the Completion of the said Railway, and appoint or displace the Officers and Servants of the said Company, (except the Treasurer and Clerk, herein-before directed to be appointed

Powers and Duties of Directors.

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by a General Meeting of the said Company,) and allow to them such Salaries, Gratuities, or Recompences as to the said Directors shall seem proper, and upon the Death, Resignation, or Removal of any of the said Officers or Servants, from Time to Time may appoint others in their respective Places; and the said Directors may require and take such Security (to the said Company, or to themselves, collectively or individually, and as Directors or otherwise) from any Officer or other Person, for the faithful Execution of his Duty, as they may think proper; and the said Directors shall (if required) from Time to Time make Reports of their Proceedings to the said Company at their General Meetings, and shall obey their Orders and Directions; and the said Directors shall also keep full and true Accounts of all Monies disbursed and Payments made by them, and by all Persons employed by or under them, and of all Money which they shall receive on behalf of or in respect of the said Undertaking from any Collector of the Rates, Tolls, or Sums by this Act granted, or from any other Officer or Person employed in or having any Concern, Dealing, or Transaction with the said Undertaking, or from any other Person, on any Account for the Use of the said Company, and shall regularly enter into some Book or Books (to be from Time to Time provided at the Expence of the said Company for that Purpose) Notes, Minutes, or Copies, as the Case shall require, of all their Appointments, Contracts, Bargains, Receipts, and Disbursements, and of other their Orders and Proceedings, which Book or Books shall be deposited with and kept under the Care and Direction of the said Directors; provided always, that it shall not be lawful for the said Directors to fix or order what Remuneration shall be allowed to their own Body.

Officers to  
account.

CXXXVI. And be it further enacted, That every Officer and Person who shall be appointed or employed by virtue of this Act shall from Time to Time (when thereunto required by the said Company or by the said Directors) make out and deliver to the said Directors, or to such Person or Persons as they shall respectively for that Purpose appoint, a true and perfect Account, in Writing under his or her Hand, of all Monies which shall have been by him or her received by virtue of this Act, and such Account shall state how and to whom and for what Purpose the same shall have been disposed of, and Vouchers and Receipts for all Payments shall be taken and kept, and delivered to the said Company or Directors; and every such Officer or Person shall and is hereby required to pay to the Treasurer of the said Company, or to such Person as he or the said Directors shall appoint, all such Monies as upon the Balance of such Account shall appear to be owing from such Officer or Person; and if any such Officer or Person shall refuse or neglect to render such Account, or to produce and deliver up the Vouchers and Receipts relating to the same, or to pay the Balance thereof, when thereunto required in manner aforesaid, or shall refuse or neglect to deliver up (when required as aforesaid) all Books, Papers, and Writings in his or her Possession or Power relating to the Execution of this Act, then and in every such Case, Complaint being made thereof by the Clerk of the said Company to any Justice of the Peace for the County of *Lancaster, Chester, Stafford, or Warwick*, such Justice may and he is hereby required, by Warrant under his Hand and Seal, to cause such Officer or Person to be brought before him, and (upon his or her appearing, or not being to be found) to hear  
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and determine the Matter of such Complaint in a summary Way, and to settle the said Account, if produced, in such Manner as the said Directors or the said Company might have done; and if (upon the Confession of the Officer or Person against whom such Complaint shall be made, or by the Oath of any credible Witness, or by the solemn Affirmation of any Person being of the Society of Persons called *Quakers*) it shall appear to such Justice that any of the Monies which shall have been collected and received are in the Hands of or are owing from such Officer or Person, such Justice may and he is hereby empowered, by Warrant under his Hand and Seal, to cause such Money to be levied by Distress and Sale of the Goods and Chattels of such Officer or Person; and if sufficient Goods or Chattels shall not be found to answer and satisfy the said Monies, and the Charges of taking and making such Distress, and of selling the same, or if such Officer or Person shall not appear before such Justice at the Time and Place appointed for that Purpose, or appearing shall refuse or neglect to make out and deliver to such Justice such Account in Writing as aforesaid, or to produce and deliver to the said Justice the said several Vouchers and Receipts relating to such Accounts, or to deliver up such Books, Papers, and Writings, or to pay the Balance due as aforesaid, then and in any of the Cases aforesaid the said Justice may and he is hereby required, by Warrant under his Hand and Seal, to commit such Officer or Person to some Common Gaol or House of Correction of the said Counties of *Lancaster*, *Chester*, *Stafford*, or *Warwick* (as the Case may require), there to remain, without Bail or Mainprize, until he or she shall have made out and delivered such Account, and have delivered up the Vouchers and Receipts (if any) relating thereto, and have delivered up such Books, Papers, and Writings (if any) as aforesaid, and shall have paid all the Money which shall appear to be in the Hands of or owing from him or her, and such reasonable Charges of the said Distress and Sale as shall in that respect have been made, or until he or she shall have compounded with the said Directors, or with the said Company, for such Money and Charges, and have paid the Composition Money to the said Directors or to the said Company, (and which Composition the said Directors and the said Company are hereby respectively empowered to make,) or have given Satisfaction in respect of such Vouchers, Receipts, Books, Papers, and Writings to the said Directors or to the said Company; provided always, that no Person who shall be committed for Want of sufficient Distress only shall be detained in Prison for any longer Space of Time than Six Calendar Months.

CXXXVII. And be it further enacted, That the Orders and Proceedings of all Meetings (as well General as Special) of the said Company and of the said Directors shall be entered in some Book or Books to be provided and kept for that Purpose, and shall be signed by the Chairman of such respective Meetings; and such Orders and Proceedings, when so entered and signed, shall be deemed original Orders and Proceedings, and shall be allowed to be read in Evidence in all Courts, and before all Judges, Justices, and others, and that without Proof of such respective Meetings having been duly convened, or of the Persons making or entering such Orders or Proceedings being Proprietors or being Directors, or of the Signature of such Chairman, as the Case may be (all of which last-mentioned Acts shall be presumed).

Orders and Proceedings to be entered in a Book.

CXXXVIII. And

Directors to  
cause Ac-  
counts to be  
kept.

CXXXVIII. And be it further enacted, That the said Directors shall cause a Book or Books to be kept by a Book-keeper or Book-keepers who shall be expressly appointed by the said Directors for that Purpose, and who shall enter or cause to be entered in the said Book or Books true and regular Accounts of all Sums of Money received and expended for or on account of the said Undertaking, and of the several Articles, Matters, and Things for which such Sums of Money shall have been disbursed and paid; and such Book or Books shall (at all reasonable Times) be open to the Inspection of the several Members of the said Company, and of their respective Creditors, without Fee or Reward; and the said Members and Creditors of the said Company may take Copies of or Extracts from the said Book or Books, or any Part thereof, without paying any thing for the same; and in case any such Book-keeper shall decline to permit such Members and Creditors of the said Company, or any of them, who shall apply for that Purpose, to inspect such Book or Books, or to take such Copies or Extracts as aforesaid, such Book-keeper shall forfeit and pay for every such Offence any Sum of Money not exceeding Five Pounds, to be levied and applied in the same Manner as other Penalties are by this Act directed to be levied and applied.

Notice of  
Meetings,  
how to be  
given.

CXXXIX. Provided always, and be it further enacted, That all Notices in this Act directed to be given of any General or Special General Meeting of the Members of the said Company, or of any Adjournment thereof, or to any of the Members of the said Company, and all other Notices which may be required to be given by or on behalf of the said Company, and which are not herein otherwise provided for, shall be signed by the Clerk of the said Company, and shall be given by Advertisement published in One or more *Liverpool* and One or more *Birmingham* Newspapers; and such last-mentioned Notices, when so given and published, shall be deemed and considered the same as if personally served.

Clerk of the  
Company to  
enter and  
keep List of  
Proprietors.

CXL. And be it further enacted, That the Clerk of the said Company shall, in some proper Book to be provided by the said Company for that Purpose, enter and keep a true Account of the Places of Abode of the several Proprietors of the said Undertaking, and of the several Corporations and Persons who shall from Time to Time become Proprietors thereof, or be entitled to any Share therein; and every Proprietor of the said Undertaking (or in the Case of a Corporate Body, the Clerk or Agent of such Body Corporate duly appointed) may at all seasonable Times have recourse to and may peruse such Book (*gratis*), and may demand and have Copies thereof or of any Part thereof, paying at and after the Rate of Sixpence for every One hundred Words so copied; and if the Clerk of the said Company shall refuse to permit any such Proprietor, or Clerk or Agent of such Body Corporate as aforesaid, to peruse such Book at any seasonable Time, or shall refuse to make such Copy within a reasonable Period, on being paid as aforesaid, he shall for every such Offence forfeit and pay the Sum of Five Pounds, for the Benefit of the said Undertaking.

Directors  
may appoint  
temporary

CXLI. And be it further enacted, That in case any Treasurer or Clerk of the said Company shall die, or shall be removed from or shall quit the Service of the said Company, it shall be lawful for the said Company at  
any

any of their General or Special General Meetings, or for the Directors of the said Company, to appoint some other fit and proper Person to execute such Office in the Place of the Person who shall so die, or be removed from or quit the Service of the said Company; and in case any such new Appointment shall be made by the said Directors, the same shall be valid only until Confirmation thereof, or until the Appointment of a Successor at some Annual General Meeting of the said Company, at which Annual General Meeting every such Appointment shall be confirmed, or else such other fit Person shall be appointed to succeed to such Office, as such Meeting shall think proper.

Treasurer or Clerk.

CXLII. And be it further enacted, That the said Directors shall have Power from Time to Time to make such Calls of Money from the Subscribers to and Proprietors of the said Undertaking, to defray the Expenses of and to carry on the same, as they from Time to Time shall find necessary, so that no such Call shall exceed the Sum of Twenty Pounds upon each Share, and an Interval of Three Calendar Months at the least shall elapse between the Day appointed for Payment of one Call and the Day appointed for Payment of another Call, and Twenty-one Days Notice at the least shall be given of every such Call, by Advertisement inserted in One or more *Liverpool* and in One or more *Birmingham* Newspapers; and every such Call shall be paid to such Person or Persons, at such Time or Times, Place or Places, and in such Manner as in the said Notice shall be appointed, and every Owner of every Share in the said Undertaking shall pay the Calls which may be made in respect of each of his Shares to such Person or Persons, at such Time or Times, Place or Places, and in such Manner, as shall be appointed as aforesaid; and if any Owner of any Share shall not so pay every such Call, then and in such Case, and so often as the same shall happen, such Owner shall pay Interest for the same, after the Rate of Five Pounds *per Centum per Annum*, from the Day appointed as aforesaid for the Payment thereof up to the Time when the same shall be so actually paid; and if any Owner of any such Share shall neglect or refuse so to pay such his or her Call or Calls, (together with such Interest, if any due,) then or at any Time thereafter it shall be lawful for the said Company or for the said Directors to sue for and recover the same in any of His Majesty's Courts of Record, by Action of Debt or on the Case, or by Bill, Suit, or Information, (wherein no Essoign, Wager, or Protection of Law, and only One Impar lance, shall be allowed,) or the said Company or the said Directors may and they are hereby authorized to declare all the Shares belonging to such Owner to be forfeited, and to order such Share or Shares to be sold; provided nevertheless, that no Advantage shall be taken of any Forfeiture of any Share in the said Undertaking until Notice in Writing (under the Hand of the Clerk of the said Company) that such Share hath been declared forfeited shall have been given or sent by the Post unto or left at the last known or usual Place of Abode of the Owner or Owners of such Share, nor until the Declaration of Forfeiture shall have been confirmed either at a General or at a Special General Meeting of the said Company (such General or Special General Meeting being held after the Expiration of Three Calendar Months at the least from the Day of the giving of such Notice of Forfeiture as aforesaid), and after such Declaration of Forfeiture shall have been confirmed at any such General Meeting or Special General Meeting, the said Company (by an Order to

Power of Directors to make Calls.

No Advantage to be taken of Forfeiture of Shares, without Notice.

[Local.]

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be made at the same or at any subsequent General or Special General Meeting) may order the said Directors to dispose of the Share or all or any of the Shares so forfeited, in manner by this Act directed; and the said Directors may in that Case sell and dispose of such Share or Shares by public Auction or by private Contract, and together or in Lots, or in such other Manner, and for such Price or Prices as they may think fit; and an Affidavit sworn to by some credible Person (not interested) before any Justice of the Peace, or before any Master or Master Extraordinary in the High Court of Chancery, stating that a Call or Calls had been made, and that Notice had been given as aforesaid, and that Default in Payment had been made in respect of the Share or Shares so sold, and that the same Share or Shares had been declared to be forfeited, and that such Declaration had been confirmed in manner herein-before mentioned, shall be sufficient Evidence of the Facts therein stated; and the Purchaser or Purchasers of such Share or Shares shall not be bound to see to the Application of his, her, or their Purchase Money, nor shall his, her, or their Title to such Share or Shares be affected by any Irregularity of proceeding in reference to such Sale; but such Affidavit, and the Receipt of the Treasurer of the said Company for the Price or Prices of such Share or Shares, shall be sufficient Evidence of Title thereto for all Purposes whatsoever.

If Purchase Money for forfeited Shares be more than sufficient to pay the Arrears of Calls, &c. Surplus to be paid to Owners.

CXLIII. And be it further enacted, That in case the Money produced by the Sale of any Share which shall be forfeited by reason of the Non-payment of any Call as aforesaid shall be more than sufficient to pay all Arrears or Calls as aforesaid, and Interest thereon as aforesaid, and the Expence attending the Sale thereof, the Surplus of such Purchase Money shall (on Demand) be paid to the Party or Parties to whom such forfeited Share shall have belonged: Provided also, that it shall not be lawful for the said Company or for the said Directors to sell or transfer more of the Shares of such Defaulter, under the Powers last herein-before contained, than shall be sufficient (or as near as may be at the Time of such Sale) to pay the Calls or Arrears due from such Defaulter, and Interest and Expences as aforesaid; and from and after Payment of such Calls or Arrears, Interest and Expences, any Share or Shares vested in the said Company as aforesaid, which shall remain in their Hands unsold, shall revert to and again become the Property of the Party or Parties to whom such Share or Shares shall have belonged immediately before such Forfeiture as aforesaid, in such Manner as if such Calls had been duly paid.

Proceedings in Actions for Calls.

CXLIV. And be it further enacted, That in any Action to be brought by the said Company or by the said Directors against any Proprietor of any Share in the said Undertaking, to recover any Call or Calls in respect of any such Share, it shall be sufficient for the said Company or the said Directors to declare and allege that the Defendant or respective Defendants, being a Proprietor or Proprietors of a Share or so many Shares in the said Undertaking, is or are indebted to the said Company or to the said Directors in such Sum or Sums of Money as the Call or Calls in arrear shall amount to, for a Call or so many Calls of such Sum or Sums of Money upon One or so many Shares belonging to the said Proprietor or respective Defendants, whereby an Action hath accrued to the said Company or to the said Directors by virtue of this Act, without setting forth the special Matter; and on the Trial of such Action

it

it shall only be necessary to prove that the Defendant or Defendants, at the Time of the making such Call or respective Calls, was a Proprietor or were Proprietors of a Share or Shares in the said Undertaking, and that such Call or Calls were in fact made, and that such Notice thereof was given as is directed by this Act, without proving the Appointment of the Directors who made such Call or Calls or any other Matter whatsoever; and the said Company or the Directors, Plaintiffs therein, shall thereupon be entitled to recover what shall appear due, including Interest, computed as aforesaid, on such Call or Calls, unless it shall appear that any such Call exceeded Twenty Pounds *per* Share, or was made payable before the Expiration of Three Calendar Months from the Day appointed for Payment of the last preceding Call, or that Notice was not given as herein-before required; and in order to prove that the Defendant or respective Defendants was or were a Proprietor or Proprietors of a Share or Shares in the said Undertaking, as alleged, the Production of the Book in which the Clerk of the said Company is by this Act directed to enter and keep the Names, Additions, and Places of Abode of the several Proprietors (from Time to Time) of Shares in the said Undertaking, with the Number of Shares they are respectively entitled to, shall be *primâ facie* Evidence that such Defendant or Defendants is or are a Proprietor or Proprietors, and of the Number and Amount of his or their Shares in the said Undertaking.

CXLV. And whereas in Cases in which Proprietors of Shares in the said Undertaking shall die or marry, being Females, or become insolvent or bankrupt, or go out of the Kingdom, or shall transfer their Right and Interest therein to other Persons, and no Registers shall have been made of the Transfer thereof with the Clerk of the said Company, it may not be in the Power of any Officer acting for the said Company to ascertain who are the Proprietors of such Shares, in order to give to them, or to their respective Executors, Administrators, Husbands, Successors, or Assigns, Notice of Calls to be made on such Shares, or to maintain any Action, Suit, or other Proceeding against them, or against their respective Executors, Administrators, Husbands, Successors, or Assigns, for the Recovery of the same; be it therefore enacted, That in all Cases where the Right of Property in any Share in the said Undertaking shall pass from the original Proprietor thereof to any other Person or Body Corporate, by any other legal Means than by a Transfer or Conveyance thereof duly made and executed as herein provided, and such Affidavit or solemn Affirmation as is herein-after in that Behalf directed shall have been transmitted to the Clerk of the said Company, then and in any of the Cases aforesaid, after Thirty Days Notice in Writing shall have been given by the said Directors, under the Hand of the Clerk of the said Company, to the Person or Corporation stated or claiming in such Affidavit to be the then Proprietor or Proprietors of such Share (or left at the last or usual Place of Abode of such Person, or of the Clerk of such Corporation, or published in some One or more *Liverpool* and some One or more *Birmingham* Newspapers) to pay any Call or Calls in respect of his, her, or their Share or Shares in the said Undertaking, and such Person or Corporation shall not pay the same as aforesaid, it shall be lawful for the said Company, at any General or Special General Meeting, (after the Expiration of such Notice,) to declare every such Share to be forfeited, and in such Case the same shall become forfeited, and shall

For ascertaining the Proprietorship of Shares in certain Cases.

and

and may be sold and disposed of in such Manner, on such Evidence of Title, and with such Powers, and with such Indemnity to Purchasers, as in other Cases of Sales of Shares forfeited for the Nonpayment of Calls thereon, or such Shares may, at the Option of the said Company, be consolidated in the General Fund of the said Company; and in case there shall be no such Affidavit or Affirmation made as aforesaid, then such Notice as is herein-before directed to be given shall be served upon or be left at or delivered to some Inmate of the last Place of Abode of the Executors or Administrators of such Proprietor so dying, or the Husband of such Female Proprietor so marrying, or of the Assignees or Trustees of such Proprietor so becoming bankrupt or insolvent, or, in the Event of the Share or Shares being disposed of as aforesaid, of the last Proprietor appearing in the Books of the said Company to have been possessed of the same; and in case the last or usual Place of Abode of any such Proprietor cannot be ascertained upon Inquiry, or in case the Proprietor of the Share shall be out of the Kingdom, such Notice shall be inserted in the *London Gazette*; and in all such Cases, and after such Notices on Default being made, the said Shares shall be forfeited, and may be sold, or be consolidated with the General Fund of the said Company in manner aforesaid, and the like Evidence of Title shall be sufficient on any Sale, and the like Indemnity to the Purchaser shall exist, as in other Cases of Sales on account of the Nonpayment of Calls: Provided always, that in the Cases of Proprietors being Abroad the Shares shall not be forfeited until the Expiration of Six Calendar Months after the Day on which such Notice shall have been inserted in the *London Gazette* as aforesaid.

Proprietors  
in arrear not  
to vote.

CXLVI. And be it further enacted, That no Proprietor of any Share on which any Call made shall be unpaid shall, at any Meeting of the Proprietors of the said Company, be allowed to vote, either personally or by Proxy, until the Money called for in respect of such Share shall have been fully paid.

Directors  
may appoint  
Committees,  
with Power  
to make Con-  
tracts, &c.

CXLVII. And be it further enacted, That it shall be lawful for the said Directors to nominate and appoint, out of their own Body, a Committee or Committees, who shall have full Power and Authority to enter into and make any Contracts or Agreements on behalf of the said Company, and to hire and employ any Agents, Surveyors, Workmen, or Servants in or about the said Undertaking, and to do, execute, and perform all other Matters and Things whatsoever in or about the said Undertaking which the said Directors themselves are herein-before authorized to do, or such of them as the said Directors shall think proper to entrust to the Care and Management of such respective Committees (save and except nevertheless the making of Calls); and it shall be lawful for the said Directors for the Time being to order and direct such Compensation or Recompence to be made to such respective Committees from Time to Time as they shall think reasonable; and it shall be lawful for the said Directors, by an Order or Resolution for that Purpose, to break up and dissolve any such Committees, or to remove and displace any of the Members thereof respectively, and to appoint others in their Place and Stead, when and as often as such Directors shall think proper; and such respective Committees shall have full Power and Authority to meet from Time to Time, and to adjourn from Place to Place, as they shall



shall think proper, and as Occasion shall require, for effecting the Purposes aforesaid; and all Powers and Authorities hereby vested in or which shall by the said Directors be confided to any such Committee, within the Intent and Meaning of this Act, shall and may be exercised by the major Part of the Members present at the respective Meetings of such Committees; and at all Meetings of the said Committees, one of the Members present shall be appointed Chairman, who, in case of an equal Division of Votes upon any Subject, shall have an additional or casting Vote as Chairman.

CXLVIII. And be it further enacted, That it shall be lawful for the several Proprietors of Shares in the said Undertaking, and their respective Executors and Administrators and Successors, to sell and dispose of any Shares to which they shall be entitled therein, subject to the Rules and Conditions herein mentioned; and the Form of Conveyance of such Shares may be in the following Words, or to the like Effect, varying the Names and Descriptions of the contracting Parties, as the Case may require; (that is to say,)

Shares may be sold.

‘ I *A. B.* of \_\_\_\_\_ in consideration of the Sum of \_\_\_\_\_  
 ‘ paid to me by *C. D.* of \_\_\_\_\_ do hereby assign and transfer  
 ‘ to the said *C. D.* \_\_\_\_\_ Share [*or Shares, as the Case may be*]  
 ‘ numbered \_\_\_\_\_ of and in the Undertaking called “ The Grand  
 ‘ Junction Railway”; to hold unto the said *C. D.*, his Executors, Adminis-  
 ‘ trators, and Assigns [*or Successors and Assigns*], subject to the several  
 ‘ Conditions on which I held the same immediately before the Execution  
 ‘ hereof; and I the said *C. D.* do hereby agree to accept and take the  
 ‘ said Share [*or Shares*], subject to the Conditions aforesaid. As witness  
 ‘ our Hands and Seals, the \_\_\_\_\_ Day of \_\_\_\_\_ ’

Form of Conveyance.

And on every such Sale the Deed or Conveyance (being executed by the Seller and Purchaser of such Share or Shares) shall be kept by the Clerk of the said Company, who shall enter in some Book to be kept for that Purpose a Memorial of such Transfer and Sale, and indorse the Entry of such Memorial on the said Deed of Sale or Transfer, for which no more than Two Shillings and Sixpence shall be paid to the said Clerk; and the said Clerk is hereby required to make such Entry or Memorial accordingly, and (on Demand) to make an Indorsement of such Transfer on the Back of the Certificate of each Share so sold, and deliver the same to the Purchaser, for his or her Security, for which Indorsement no more than One Shilling shall be paid; and such Indorsement, being signed by the said Clerk, shall be considered in every respect the same as a new Certificate; and until such Memorial shall have been made and entered as before directed such Purchaser shall have no Part or Share of the Profits of the said Undertaking, nor any Interest in respect of such Share, nor any Vote (as a Proprietor) in respect thereof.

CXLIX. And be it further enacted, That no Person shall sell or transfer any Share which he or she shall possess in the said Undertaking, after any Call shall have been made in respect of such Share, unless he or she at the Time of such Sale or Transfer shall have paid the full Sum of Money which shall have been called for in respect of such Share.

After a Call no Share to be sold until Call shall be paid.

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Accounts to  
be made up  
annually.

CL. And be it further enacted, That the said Company, or the Directors of the said Company, shall and they are hereby required to cause a true and particular Account to be kept, and to be made up and balanced Once in every Year, of the Money received by the said Company, or by the Directors or Treasurer of the said Company, or otherwise, for the Use of the said Company, by virtue of this Act, and of the Charges and Expences attending the making, maintaining, and carrying on the said Undertaking, and of all other the Receipts and Expenditure of the said Company or the said Directors up to that Period; and it shall be lawful for the said Company and they are hereby empowered, from Time to Time, at any Annual General Meeting or at any Special General Meeting or Meetings to be called for that Purpose, to declare and make a Dividend or Dividends out of the clear Profits of the said Undertaking; and such Dividend or Dividends shall be after the Rate of so much *per* Share upon the several Shares held by the Members of the said Company in the Joint Stock thereof: Provided always, that no Dividends shall be made exceeding the net Amount of clear Profit at the Time being in the Hands of the said Company, or of the Directors or Treasurer thereof, nor whereby the Capital of the said Company shall in any degree be reduced or impaired, nor shall any Dividend be paid in respect of any Share, after a Day appointed for Payment of any Call of Money in respect thereof, until such Call shall have been paid.

For ascer-  
taining Pro-  
prietorship of  
Shares in  
case of Mar-  
riage or  
Death of  
Proprietors.

CLI. And whereas by the Marriage or Death of or by other Events happening to Proprietors of Shares in the said Undertaking it may be difficult to ascertain to whom such Shares, or the Dividends arising or becoming due upon such Shares, may belong or ought to be paid; be it therefore enacted, That in all Cases when the Right of Property in any Share in the said Undertaking shall pass from any Proprietor thereof to any other Person or Persons, or Body Corporate, by any other legal Means than by a Transfer or Conveyance thereof duly made and executed as herein-before directed, an Affidavit or solemn Affirmation in Writing shall be made and sworn to (or, in the Case of Persons of the Society of Quakers, solemnly affirmed to,) by some credible Person, before some Master or Master Extraordinary in the High Court of Chancery, or any of His Majesty's Justices of the Peace, stating the Manner in which such Share hath been passed to such other Person or Persons, or Body Corporate; and such Affidavit or solemn Affirmation shall be transmitted to the Clerk of the said Company, who shall thereupon enter and register the Name of every such new Proprietor in the Register Book or List of Proprietors of the said Undertaking; and the said Clerk shall be entitled to receive for each such Entry as is herein-before directed the Sum of Two Shillings and Sixpence, and no more; and the said Company shall not be bound to see to the Execution of any Trust, whether express or constructive, to which any Share aforesaid shall be subject or liable; and before such Affidavit or solemn Affirmation shall have been transmitted, and such Entry made as aforesaid, no Person or Body Corporate to whom any such Share shall have passed as aforesaid shall be entitled to receive any Part of the Profits of the said Undertaking, or to vote or exercise any of the Privileges of a Proprietor in respect of such Share: Provided always, that before any Person who shall claim any Part of the Profits of the said Undertaking in right of Marriage with any Female Proprietor shall be entitled to receive the same,

same, or be entitled to vote in respect of any Share, a satisfactory Affidavit (or a solemn Affirmation by any Person of the Society of Quakers) in Writing, containing a Copy of the Register of such Marriage, or other Particulars of the Celebration thereof, and identifying the Wife as the Proprietor of the Share in respect whereof any such Claim may be made, shall be made and sworn to (or solemnly affirmed to) by some credible Person, before some Master or Master Extraordinary in the High Court of Chancery, or any of His Majesty's Justices of the Peace, and shall be transmitted to the Clerk of the said Company, who shall file the same, and make an Entry thereof in the Book which shall be kept for the Entry of Transfers or Sales of Shares in the said Undertaking; and before any Person who shall claim any of the Profits of the said Undertaking by virtue of any Bequest in any Will, or in the Course of Administration, shall be entitled to receive the same, or to vote in respect of any such Share, the said Will, or the Probate thereof, or the Letters of Administration, shall be produced and shown to the said Clerk, who shall file and enter the same as herein-before directed.

CLII. And be it further enacted, That the Receipt of the Person or of any One of the Persons in whose Name or Names any Share or Shares in the said Undertaking shall stand in the Books of the said Company shall from Time to Time be a sufficient Discharge to the said Company, or to the Directors or Treasurer for the Time being of the said Company, for any Dividend or Dividends or other Sum or Sums of Money which shall become payable and be paid for or in respect of such Share or Shares, notwithstanding any Uses or Trusts upon or to which such Share or Shares shall be then settled, conveyed, or assigned (whether or not the said Company have Notice of such Uses or Trusts); and the said Company, or the Directors or Treasurer of the said Company, shall not be bound to see to the Application of the Money mentioned in such Receipt.

Receipt of One Proprietor of a Share to be sufficient.

CLIII. And be it further enacted, That in all Cases where Money shall be payable under the Provisions of this Act to any Proprietor who shall be a Minor, Idiot, or Lunatic, the Receipt of the Guardian, if any, or if not, of the Parent or of either of the Parents of such Minor, or of the Committee or of any One of the Committees of such Idiot or Lunatic, shall be a sufficient Discharge to the said Company and their Treasurer for the same.

Receipt of a Parent or Guardian of a Minor to be sufficient.

CLIV. And be it further enacted, That it shall be lawful for the said Company to demand, receive, and recover, to and for the Use and Benefit of the said Company, for the Tonnage of all Articles, Matters, and Things which shall be carried or conveyed upon or along the said Railway or any Part thereof, any Rates or Tolls not exceeding the following; (that is to say,)

Tonnage Rates allowed to be taken.

For all Limestone, any Sum not exceeding One Penny *per* Ton *per* Mile:  
 For all Coal and Lime, all Dung, Compost, and all Sorts of Manure, and all Materials for the Repair of the public Roads and Highways, any Sum not exceeding One Penny Halfpenny *per* Ton *per* Mile:  
 For all Coke, Culm, Charcoal, Cinders, Stone, Sand, Clay, Building, Pitching, and Paving Stones, Flags, Bricks, Tiles, and Slates, any Sum not exceeding Two-pence *per* Ton *per* Mile:

For

For all Sugar, Corn, Grain, Flour, Dyewoods, Staves, Deals, Lead, Iron, and other Metals, any Sum not exceeding Two-pence Halfpenny *per* Ton *per* Mile :

For all Cotton and other Wool, Hides, Drugs, Manufactured Goods, and all other Wares, Merchandize, Matters, or Things, any Sum not exceeding Three-pence *per* Ton *per* Mile.

Tolls on Carriages conveying Passengers or Cattle.

CLV. And be it further enacted, That it shall be lawful for the said Company to demand, receive, and recover, to and for the Use and Benefit of the said Company, for and in respect of Passengers, Beasts, Cattle, and Animals conveyed in Carriages upon the said Railway, any Tolls not exceeding the following ; (that is to say,)

For every Person conveyed in or upon any such Carriage, the Sum of Two-pence *per* Mile :

For every Horse, Mule, or Ass, or other Beast of Draught or Burthen, and for every Ox, Cow, Bull, or Neat Cattle, conveyed in or upon any such Carriage, the Sum of One Penny Halfpenny *per* Mile :

For every Calf or Pig conveyed in or upon any such Carriage, the Sum of a Halfpenny *per* Mile :

For every Sheep, Lamb, or other small Animal, conveyed in or upon any such Carriage, the Sum of a Farthing *per* Mile :

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, the Sum of Four-pence *per* Mile.

Company to carry Goods, Passengers, &c., and to charge for Carriage.

CLVI. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized (if they shall think proper to use and employ locomotive and other Engines, or other moving Power, and in Carriages and Waggons drawn or propelled thereby,) to carry and convey upon the said Railway all such Passengers, Cattle, Goods, Wares, and Merchandize, Articles, Matters, and Things, as shall be offered to them for that Purpose, and to make such reasonable Charges for such Carriage and Conveyance as they may from Time to Time determine upon, in addition to the several Tonnages and Tolls hereinbefore authorized to be charged and received ; provided that neither the said Company, nor any other Person or Persons using the said Railway as Carriers, shall ask, demand, or be entitled to take (both for Tolls and Carriage) any greater Sums than the following ; (that is to say,)

Limiting the Charge for Passengers.

For every Person conveyed by the said Company or any other Person, in or upon any entirely open and uncovered Carriage, or on the Outside of any covered Carriage, any Sum not exceeding Two-pence Halfpenny *per* Mile :

For every Person so carried in or upon any covered Carriage, any Sum not exceeding Three-pence *per* Mile :

And for every Person so carried in or upon any Four-inside or Mail Carriage, any Sum not exceeding Three-pence Halfpenny *per* Mile.

For preserving Salt-works.

CLVII. Provided also, and be it enacted, That the said Company hereby established, their Successors or Assigns, or their Agents or Servants, or any other Person by them authorized or employed, shall not sink for, raise, or get any Brine or Rock Salt in or out of any of the Lands

Lands or Grounds which shall have been or shall be set out and ascertained for the Purposes of the said Railway, except what may be necessarily raised or gotten in the making and maintaining of the said Railway and Works, nor carry nor convey in Pipes, Troughs, or Soughs, to be laid in, upon, or under any Part of the said Lands or Grounds, any Brine for the making of Salt, or permit any other Person or Persons so to do, or erect or make any Buildings for the making or manufacturing of Salt in or upon such Lands or Grounds, but shall be and are hereby restrained from doing any of the Acts, Matters, or Things aforesaid; and that in case the said Company, their Successors or Assigns, or their Agents, Servants, or Workmen, or any other Person authorized or employed by them, shall attempt to sink any Pit for the getting and raising any such Brine or Rock Salt, or to lay any Pipe, Trough, or Sough to convey such Brine in, upon, or under any Part of such Lands or Grounds as aforesaid, or to erect any Buildings upon the same for the making or manufacturing of Salt, then and in every such Case it shall and may be lawful to and for the Proprietor or Proprietors for the Time being of the Lands or Grounds adjoining to the said Railway, near which any such Pipe, Trough, or Sough may be laid for the Purpose of conveying such Brine as aforesaid, to obstruct, hinder, and prevent the same, and to remove any Materials brought or made use of for any of the Purposes aforesaid, without being guilty of any Trespass, or liable to any Action or Suit for so doing.

CLVIII. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to provide locomotive Engines or other Power for the drawing or propelling of any Articles, Matters, or Things, Persons, Cattle, or Animals, upon the said Railway, and to receive, demand, and recover such Sums of Money for the Use of such Engines or other Power as the said Company shall think proper, in addition to the several other Rates, Tolls, or Sums by this Act authorized to be taken.

Company empowered to provide and charge for locomotive or other propelling Power.

CLIX. And be it further enacted, That it shall be lawful for the said Company, at any General or Special General Meeting, and also for the Directors thereof, respectively from Time to Time to make such Orders for fixing, and by such Orders to fix, the Sums to be charged by the said Company in respect of small Parcels (not exceeding Five hundred Pounds Weight each) as to them shall seem proper.

Company authorized to fix the Prices of small Parcels.

CLX. Provided always, and be it further enacted, That in all Cases where any of the above-mentioned Articles, Matters, Persons, or Things shall be carried or conveyed by the said Company or any other Person, on the said Railway, for a less Distance than Six Miles, the said Company are hereby empowered to demand and receive the afore-mentioned Rates or Tolls for Six Miles, together with a reasonable Charge for the Expence of loading and unloading the same, in Cases where loading and unloading shall be done by the said Company, and which Charge the said Company are hereby authorized to make.

Regulation as to short Distances.

CLXI. And be it further enacted, without Prejudice to any of the Provisions herein-before contained, That in all Cases in which there shall be a Fraction of a Ton a Proportion of the said Tonnages, Tolls, or Rates

Regulations as to Fractional Parts of a Ton or of a Mile.

[Local.]

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may

may be demanded and taken for such Fraction according to the Number of Quarters of a Ton contained therein, and when there shall be a Fraction of a Quarter of a Ton such Fraction shall be deemed and considered as a Quarter of a Ton; and in all Cases in which there shall be a Fraction of a Mile in the Distance which any Waggon, Cart, or other Carriage shall pass upon the said Railway, the Proportion of the Rates of Tonnage, Tolls, or Rates which shall be demanded and taken for such Fraction shall be after the Rate of the Number of Quarters of a Mile contained therein, and when there shall be a Fraction of a Quarter of a Mile, such Fraction shall be deemed and considered as a Quarter of a Mile, and in order to ascertain and calculate with greater Precision and Facility the Distance for which such Rates, Tonnages, or Tolls shall be demanded and taken upon the said Railway, the said Company shall cause the said Railway to be measured, and Stones or other conspicuous Marks, with proper Inscriptions thereon, to be set up and maintained along the whole Line thereof, at the Distance of One Quarter of a Mile from each other.

Power to  
reduce the  
Rates, Tolls,  
&c.

CLXII. And be it further enacted, That it shall be lawful for the said Company, from Time to Time, as they shall think fit, to reduce all or any of the Tonnage Rates and Tolls by this Act authorized to be taken, and to take the reduced Rates, and afterwards from Time to Time again to raise the same or any of them, and then to take such higher Rates, so that the same respectively shall not at any Time exceed the Amount by this Act authorized: Provided always, that previous to any Reduction or Advance in the said Tonnage Rates and Tolls being carried into effect, One Calendar Month's Notice at least shall be given in some One of the Newspapers published in each of the Counties of *Lancaster, Chester, Stafford, and Warwick.*

Rates to be  
charged  
equally.

CLXIII. Provided also, and be it further enacted, That the aforesaid Tonnage Rates and Tolls to be taken by virtue of this Act shall at all Times be charged equally and after the same Rate *per Ton per Mile* throughout the whole of the said Railway in respect of the same Description of Articles, Matters or Things, and that no Reduction or Advance in the said Tonnage Rates and Tolls shall either directly or indirectly be made partially or in favour of or against any particular Person or Persons, Company or Companies, or be confined to any particular Part of the said Railway, but that every such Reduction or Advance of Tonnage Rates and Tolls upon any particular Kind or Description of Articles, Matters, or Things shall extend to and take place throughout the Whole and every Part of the said Railway upon and in respect of the same Description of Articles, Matters, or Things so reduced or advanced, and shall extend to all Persons whomsoever using the same, or carrying the same Description of Articles, Matters, and Things thereon, any thing to the contrary thereof in anywise notwithstanding.

Company to  
keep separate  
Accounts of  
certain Ton-  
nage Rates.

CLXIV. And be it further enacted, That in all Cases in which the said Company of Proprietors shall carry for their own Profit any Passengers, Cattle, or other Animals, Goods, Wares, or Merchandize, Articles, Matters, or Things, a separate Account shall be duly kept, showing the Amount of Tolls, Rates, or Dues which would have been received by the said Company for the Use of the said Railway in respect of such Passengers, Cattle, or other Animals, Goods, Wares, or Merchandize,

dize, Articles, Matters, or Things, if carried by any other Party or Parties; and the Overseers of the Poor of the several Parishes and Townships through which the said Railway shall pass shall have free Access to and Liberty to inspect the same at any Times during the first Fourteen Days in the Months of *February* and *August* in each Year.

CLXV. And be it further enacted, That the said Company shall affix on Boards or otherwise, and shall continue, and renew as often as the same shall be obliterated or defaced, in or upon every Toll House or Building at which any of the Tolls, Rates, or Sums by this Act authorized shall be collected or received, in some conspicuous Place, in legible Characters, an Account or List of the several Tonnage Rates or Tolls which the said Company shall from Time to Time direct and appoint to be taken, and which shall be payable by virtue of this Act; and in case any Owner or Master of or Person having or assisting in the Charge of any Carriage passing upon the said Railway, or any Collector of the Rates or Tolls, shall, after and whilst such Account or List shall be affixed as aforesaid, demand or take more than the Amount thereon specified, such Owner, Master, Collector, or other Person as aforesaid shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

A List of the Rates, Tolls, &c. to be affixed in conspicuous Places.

CLXVI. Provided always, and be it further enacted, That it shall not be lawful for the said Company to demand or take any Rates or Tolls for or in respect of any Article, Matter, or Thing, or any Carriage, Passenger, or Cattle carried or conveyed upon or along the said Railway, except during the Time that the said Board shall be so affixed as aforesaid, and for and during such Time only as the Stones or other conspicuous Marks, with proper Inscriptions thereon, by this Act directed to be set up for ascertaining the Distance for which such Rates or Tolls shall be taken, shall remain so set up.

Tolls, Rates, &c. only payable whilst Boards remain.

CLXVII. And be it further enacted, That if any Person shall wilfully damage, pull down, deface, or destroy any Board which shall have been set or put up or affixed by virtue or in pursuance hereof, or any Stone or Mark set up to denote Distances on the said Railway, or shall (actually or constructively) concur or aid in the said Acts or any of them, he or she shall on Conviction forfeit and pay a Sum not exceeding Five Pounds for every Offence.

Penalty on Persons defacing Boards.

CLXVIII. And be it further enacted, That every Collector of the Rates or Tolls by this Act granted shall and he is hereby required to place his Christian and Surname, painted on a Board in legible Characters, in the Front or on some other conspicuous Part of the Toll House or other Building whereat he shall be on Duty, (each of the Letters of such Names to 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 shall continue the same so placed during the whole Time he shall be upon Duty; and if any Collector of the said Rates or Tolls shall not place such Board as aforesaid, and keep the same there during the Time he shall be on Duty as aforesaid, or shall demand or take a greater or less Rate or Toll from any Person than he shall be authorized to do by virtue of the Powers of this

For preventing Toll Collectors misbehaving.

this Act, or of the Orders and Resolutions of the said Company or the Directors thereof, made in pursuance thereof, or shall refuse to permit any Person to read or shall in anywise hinder any Person from reading the Inscriptions on the Board to be affixed and placed as aforesaid, or shall refuse to tell his Christian or Surname to any Person who shall demand the same, and who shall have paid the legal Rates or Tolls, or shall in answer to such Demand give a false Name or Names, or upon the legal Rate or Toll being paid or tendered shall unnecessarily detain or wilfully obstruct or hinder any Carriage or any Person from passing upon the said Railway, or shall make use of any scurrilous or abusive Language to any Officer or Servant of the said Company, or to any Passenger upon or to any Person lawfully using the said Railway, then and in every such Case every such Collector shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Recovery of Rates, &c.

CLXIX. And be it further enacted, That the Rates and Tolls hereby authorized to be taken shall be paid to such Persons, at such Places upon or near the said Railway, and in such Manner and under such Regulations as the said Company or as the said Directors shall, by Notice to be annexed to the Account or List of Rates and Tolls, direct or appoint; and in case of Refusal or Neglect, on Demand, to pay such Rates or Tolls as may have accrued due unto the respective Persons appointed to receive the same as aforesaid, the said Company may, in case such Rates or Tolls shall amount to or exceed the Sum of Twenty Pounds, sue for and recover the same by an Action of Debt or on the Case in any of His Majesty's Courts of Record, or the Person to whom such Rates or Tolls ought to have been paid may and he is hereby empowered, whether such Rates or Tolls shall amount to the Sum of Twenty Pounds or not, to seize the Goods, Articles, and other Things for or in respect whereof any such Rates or Tolls ought to be or to have been paid, or any Part thereof, and the Carriage laden therewith, and detain the same until such Payment shall be made, together with all reasonable Charges for such Seizure and Detention; and if such Goods, Articles, and Things shall not be redeemed within Twenty-one Days next after the taking thereof, the same shall be appraised and sold, and such Rates, Tolls, and Charges satisfied thereout, as the Law directs in Cases of Distress for Rents: Provided always, that in case such Rates or Tolls so due as aforesaid shall not amount to the Sum of Twenty Pounds, it shall not be lawful for the said Company to sue for the same by Action of Debt or on the Case, but the same shall and may be recovered by Distress and Sale only, as herein-before mentioned.

For settling Disputes about the Amount of Rates.

CLXX. And be it further enacted, That if any Dispute shall arise concerning the Amount of the Rates or Tolls or other Sums due under this Act, or concerning the Charges occasioned by any Distress to be taken by virtue of this Act, it shall be lawful for the Collector or Person or Persons distraining to detain such Distress, or (as the Case may require) the Proceeds of the Sale thereof, until the Amount of the Rates or Tolls or other Sums due, or (as the Case may require) such Rates, Tolls, or Sums, and the Amount of the Charges of seizing, distraining, keeping, or selling such Distress, shall be ascertained by some Justice of the Peace for the said Counties of *Lancaster, Chester, Stafford, or Warwick*, within their respective Jurisdictions, who, upon Application made to him for that Purpose,



Purpose, shall examine the said Matter upon Oath or Affirmation of the Parties and Witnesses, and determine the Amount of the Rates, Tolls, or other Sums due, or (as the Case may be) such Amount and also the Amount of the said Charges; and it shall be lawful for such Justice to assess and award such Costs to be paid by either of the said Parties to the other of them as he shall think reasonable; and in case of Nonpayment thereof, on Demand, such Costs shall be levied by Distress and Sale of the Goods and Chattels of the Party directed to pay the same, by Warrant under the Hand and Seal of such Justice.

CLXXI. And be it further enacted, That the respective Owners or Persons having the Care of Carriages passing or being upon the said Railway shall give to the said Company, and to the several Collectors of the Rates or Tolls or other Sums, at the Places where they shall attend for that Purpose, an exact and true Account, signed by such Owners or Persons, of the Quantity of Goods and other Things as aforesaid which shall be in or upon the Carriages so belonging to them or under their Care, and from whence such Carriages are brought, and where the same are intended to be unloaded or left or taken off the said Railway; and if the Goods or other Things contained in or upon any such Carriage shall be liable to the Payment of different Rates, Tolls, or Sums, then such Owners or other Persons shall specify the respective Quantities liable to each or any of the said Rates or Tolls or other Sums; and in case any such Owner or other Person as aforesaid shall neglect or refuse so to give and deliver such Account, or to produce his Bill of Lading, to any Collector or any Person on behalf of the said Company who may demand the same, or shall give a false Account, or shall leave or deliver or take off the said Railway any Part of his Lading or Goods at any other Place than may be mentioned in such Account, and shall be thereof convicted before any Justice of the Peace for the said Counties of *Lancaster, Chester, Stafford, or Warwick*, within their respective Jurisdictions, every Person so offending shall for every such Offence forfeit and pay to the said Company any Sum not exceeding Forty Shillings for every Ton of Goods, or for any Parcel not exceeding Five Hundred Weight, and so in proportion for any less Quantity than a Ton or Five Hundred Weight (as the Case may be), which shall be in or upon such Carriage of which such Account shall be so neglected or refused to be given, or concerning which such Bill of Lading shall not be produced as aforesaid, or of which a false Account shall have been given, or which shall be left, delivered out, or taken off the said Railway as aforesaid, as the Case shall happen, over and above the Rate or Toll or other Sum to which such Goods or Things may be liable.

CLXXII. And for better ascertaining the Weight of Goods and other Things to be charged with the Payment of Tonnage Rates or Tolls and other Sums as aforesaid, be it further enacted, That as respects all such Goods and other Things as aforesaid, except Stone and Timber, One hundred and twelve Pounds Weight shall be deemed One Hundred Weight, and Twenty such Hundred Weight shall be deemed One Ton; and as respects Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Beech, and Ash, and Fifty Cubic Feet of all other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity; any Usage to the contrary notwithstanding.

[*Local.*]

7 P

CLXXIII. And

In case of Differences concerning Weight, Collector may weigh or measure Carriage.

CLXXIII. And be it further enacted, That if any Differences shall arise between any Collector of the said Rates or Tolls or any other Officer or Servant of the said Company, and any Owner of or Person having the Charge of any Carriage passing upon the said Railway, or of any Goods, Articles, or Things in or on such Carriage, or respecting the Goods, Articles, or Things in or on such Carriage, or the Rates or Tolls due in respect thereof, it shall be lawful for such Collector or other Officer as aforesaid to detain such Carriage, and to examine, weigh, measure, and gauge, or cause to be examined, weighed, measured, and gauged, such Carriage, and all such Goods, Articles, and Things as shall be therein or thereon; and that in case the same shall, upon such examining, weighing, measuring, or gauging, appear to be of greater Weight or Quantity or of different Quality than shall be stated in the Account given thereof as aforesaid, then the Person giving in such Account shall pay, and the Owner of such Carriage and the respective Owners of such Goods and other Things shall also, at the Option of the said Company, be liable to pay, the Costs and Charges of such examining, weighing, measuring, or gauging, all which Costs, Charges, and Expences, upon Refusal or Neglect of Payment thereof on Demand, shall and may be recovered and levied by and in such Ways and Manner as the said Rates and Tolls are by this Act authorized to be recovered and levied; but if such Goods, Articles, or Things shall appear to be of the same Quantity or Quality, or of less Weight or Quantity, than shall be stated in such Account, then the said Company shall pay the Costs and Charges of such examining, weighing, measuring, or gauging, and shall also pay to such Owner of or Person having Charge of such Carriage, and to the respective Owners of such Goods, Articles, or Things, such Damage as shall appear to any Justice of the Peace for the Counties of *Lancaster*, *Chester*, *Stafford*, or *Warwick*, within their respective Jurisdictions, or any of them, on the Oath (or, in the Case of a Quaker, Affirmation) of any credible Witness, to have arisen from or by such Detention; but in case it shall at any Time be made appear to such Justice, upon the Complaint of the said Company, and upon the like Oath or Affirmation, that such Detention, and examining, weighing, measuring, or gauging, was without reasonable Ground or Belief, or that it was vexatious on the Part of such Collector or other Officer as aforesaid, then such Collector or other Person as aforesaid shall himself pay the Costs and Expences of such examining, weighing, measuring, or gauging, and shall also pay to such Owner or Person, or to the respective Owners of such Goods, Articles, or Things as aforesaid, such Damage as shall appear to such Justice to have arisen from such Detention; and in default of immediate Payment thereof by the said Company, or by such Collector or other Officer as aforesaid (as the Case may be), the same may be recovered by Distress and Sale of the Goods of the said Company, or of the said Collector or other Officer as aforesaid (as the Case may be), by Warrant under the Hand and Seal of such Justice, rendering the Overplus (if any), upon Demand, after deducting the Costs of such Distress and Sale, to the said Company or to the said Collector or other Officer (as the Case may require).

Owners to put their Names, &c. on the Outside of their Carriages.

CLXXIV. And be it further enacted, That the respective Owners of Carriages passing or being upon the said Railway shall cause their Names and Places of Abode, and the Numbers, Weights, and Gauges of their respective Carriages, to be entered with the Clerk of the said Company; and

and shall also cause such Names, Places of Abode, Numbers, Weights, and Gauges to be painted and continued in large White Capital Letters and Figures on a Black Ground, Two Inches in Height at the least, and of a proportionate Breadth, on some conspicuous Part of the Outside of every such Carriage, so as to be always open to View, and shall permit every such Carriage to be weighed, measured, and gauged, at the Expence of the said Company, whenever it shall be required by the said Company or by any Person by them appointed for that Purpose; and every Owner of or other Person having the Care of any Carriage or who shall have the Conduct of the same upon the said Railway, without having such Carriage previously weighed, measured, and gauged, and the Weight, Measure, and Gauge thereof, together with the Name and Place of Abode of the Owner thereof, entered with the Clerk of the said Company, or without having such Name, Place of Abode, Number, Weight, and Gauge marked thereon respectively, as herein-before directed, or who shall alter, erase, deface, or hide such Name, Place of Abode, Number, Weight, or Gauge, or any of them or any Part thereof, or shall fix thereon any false Name, Place of Abode, Number, Weight, or Gauge, or shall refuse to permit or shall not permit any such Carriage to be weighed, measured, or gauged as aforesaid, shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

CLXXV. And be it further enacted, That the respective Owners of Engines and Carriages passing or being upon the said Railway and Works or any Part thereof shall be and they are hereby respectively made answerable for any Trespass, Damage, or Mischief which may be 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 said Railway or other the Works or Property of the said Company, or to or upon the Property of any other Person or Persons (either by loading or unloading such Carriages or by any other Means whatsoever); and every such Owner shall, for every such Trespass, Damage, or Mischief, upon Conviction of any such Servant or other Person before some Justice of the Peace, (either by Confession of the Party offending, or upon the Oath, or, in the Case of the Persons called *Quakers*, the solemn Affirmation, of some credible Witness,) pay to the said Company or to the Person injured (as the Case may be) the Damages to be ascertained by such Justice, so that the same do not exceed the Sum of Twenty Pounds, and also shall, over and above such Damages, forfeit and pay to the Informer any Sum not exceeding Forty Shillings, and all Costs, Charges, and Expences attending such Conviction; all which Damages, Penalties, Costs, Charges, and Expences shall be levied by Distress and Sale of the Goods and Chattels (if any can be conveniently found) of the Owner or Owners of such Carriage, by Warrant under the Hand and Seal of such or any other Justice, and the Overplus (if any) of the Proceeds of such Sale, after Deduction of such Damages, Penalties, Costs, Charges, and Expences, together with the Costs and Charges of such Distress and Sale, shall be returned (upon Demand) to the Owner or Owners of such Goods and Chattels; and in case no sufficient Distress can be conveniently found, then such Owner or Owners shall be committed to Prison, as herein-after directed with respect to Persons who are convicted in any Penalty, and have no sufficient Goods whereon such Penalty may be levied; but if the Value or Amount of such Trespass, Damage, or Mischief shall exceed the

Owners of Carriages to be accountable for Damage done by their Servants.

the Sum of Twenty Pounds, the Owner or Owners of such Carriage, and his, her, or their Executors or Administrators, may (at the Option of the said Company or the Person injured, as the Case may be,) be sued and prosecuted for the same in any of His Majesty's Courts of Record; and if a Verdict or Judgment shall be given against him, her, or them, (either upon Proof made, or by Default or upon Demurrer,) the Plaintiff in any such Case shall recover his Damages sustained as aforesaid, with full Costs of Suit.

Owners to  
recover from  
their Servants  
Money paid  
for their  
Neglect, &c.

CLXXVI. Provided always, and be it further enacted, That in case any Owner of any Carriage passing or being upon the said Railway and Works or any Part thereof shall be compelled to pay any Penalty or to make any Satisfaction for any Damage, by reason of any wilful Act, Neglect, or Default of any of his or her Servants, every such Servant shall be liable to pay such Penalty or Satisfaction, or both, (as the Case may be,) with the Costs attending the same, to such Owner; and in case of Nonpayment thereof (on Demand), and Oath (or, in the Case of Quakers, solemn Affirmation) made by such Owner of the Payment by him or her of such Penalty and Satisfaction, or either of them, (as the Case may be,) and that the same have not or hath not been repaid to him or her by such Servant, although demanded, (such Oath or Affirmation being made before some One Justice of the Peace for the County or Place in which such Penalty or Damages was or were incurred,) such Penalty and Satisfaction, or either of them, (as the Case may be,) and the Costs aforesaid, shall be levied, by Warrant under the Hand and Seal of such Justice, by Distress and Sale of the Goods and Chattels of such Servant, together with all Costs and Charges attending such Distress and Sale; and the said Penalty and Satisfaction, or either of them, (as the Case may be,) and Costs and Charges as aforesaid, when recovered, shall be paid to such Owner in discharge of such Penalty and Satisfaction, or either of them, and the Costs so by him or her paid for the wilful Neglect or Default of such Servant as aforesaid; and in case no sufficient Distress can be had, such Justice shall and is hereby required to commit such Servant to some Common Gaol or House of Correction for the County or other Place, there to remain, without Bail or Mainprize, for any Time not exceeding Three Calendar Months.

Penalty on  
Persons ob-  
structing the  
free Course  
of Railway.

CLXXVII. And be it further enacted, That if any Person shall throw, place, scatter, drop, or leave any Gravel, Stone, Rubbish, or other Matter or Thing upon any Part of the said Railway, unless by the Authority in Writing of the said Company, or shall wilfully obstruct or prevent any Person in the lawful Execution of this Act, or shall do any Act, Matter, or Thing to obstruct the free Passage of the said Railway or any Part thereof, he or she, and every Person (actually or constructively) aiding or assisting therein, shall respectively forfeit and pay any Sum not exceeding Ten Pounds nor less than Twenty Shillings for every such Offence.

Penalty for  
destroying  
Works.

CLXXVIII. And be it further enacted, That if any Person shall wilfully, and to the Detriment of the said Undertaking or of the said Company, injure, break, throw down, destroy, steal, or take away any Part of the said Railway or other Works erected or made by virtue of this Act, or any Part of the Materials of any such Works, so as that the Use of or Passage on the said Railway shall be or shall be liable to be ob-  
structed,

structed, impeded, or otherwise interrupted, every Person, being lawfully convicted of any such Offence, shall be subject and liable to the Pains and Penalties to which Persons shall be liable in Cases of Simple Larceny.

CLXXIX. And be it further enacted, That if the Loading of any Carriage using the said Railway shall be suffered to extend more than Two Feet over and beyond the Flanch or Lip of each or any Wheel of such Carriage, or if any Carriage, or any Goods or Things, shall be placed or be suffered to remain on any Part of the said Railway or other Works so as to obstruct the Passage or working thereof, and the Person having the Care of such Carriage, Goods, or Things shall not immediately upon Request made remove the same, then and in every such Case, and without Prejudice to any other Provision in this Act contained, such Person shall forfeit and pay for every such Offence any Sum not exceeding Forty Shillings 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 it shall be lawful for any Agent or Officer of the said Company to cause any such Carriage, Goods, or Things to be unloaded, if necessary, and to be removed in such Manner as shall be proper for preventing, terminating, 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 shall be paid; and the said Company shall not, nor shall any Agent or Officer of the said Company, be liable or accountable 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 wilful Damage done to any Carriage, Goods, or Things so unloaded, removed, or detained, nor shall they or he be liable for the safe Custody of any such Carriage, or any Goods or Things, which shall be so detained, unless the same shall be wrongfully detained by the said Company or by the said Agent or Officer, and then only for so long a Time as the same shall be so detained.

Penalty for obstructing Railway by leaving Carriages, &c.

CLXXX. And be it further enacted, That the said Company shall, at their own Expence, so soon as the said Railway shall have been laid out and formed, forthwith make and erect, and from Time to Time maintain, such and so many convenient Gates in, upon, or adjoining the said Railway, and such and so many Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages over, under, or by the Side of or leading to or from the said Railway, of such Dimensions and in such Manner as Two or more Justices of the Peace for the said Counties of *Lancaster*, *Chester*, *Stafford*, or *Warwick*, within their respective Jurisdictions, shall, upon the Application of the Owner, Lessee, or Tenant of any Lands, Mines, or Minerals, judge necessary and appoint (in case there shall be any Dispute about the same), for the Use of the Owners and Occupiers of the respective Lands, Mines, and Minerals through or over which such Railway shall be made, and for the commodious Use and Occupation of their Lands, Mines, and Minerals on either Side of the said Railway, or for protecting the said Lands, Mines, and Minerals from Trespass, or the Cattle or other Property of the Owners or Occupiers thereof from straying or escaping thereout by reason of such Railway or any other Matter or Thing to be done in pursuance of this Act; and all such

Company to erect Gates for the Protection of adjoining Lands, and Bridges, &c. for the Use of the Owners and Occupiers thereof.

[*Local.*]

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Gates,

Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages so to be made as aforesaid shall from Time to Time and at all Times thereafter be maintained in sufficient Repair and Condition by the said Company; and for the Purpose of enabling the said Company to make and erect such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, and from Time to Time to maintain the same, the said Company, their Deputies, Contractors, Agents, Surveyors, and Workmen, are hereby authorized and empowered to enter into and upon all Lands adjoining the said Railway, and to load and carry the Materials for making or repairing such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, in Carts and other Carriages, across or along such Lands, in such Manner as to do as little Damage as may be to the same; and in case the said Company shall refuse or neglect to make or erect or to maintain such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as herein-before directed, or any of them, for the Space of Ten Days next after the Time to be appointed for those Purposes respectively by such Justices, it shall be lawful for the respective Owners or Occupiers of the said Lands, Mines, or Minerals who shall find themselves aggrieved by such Neglect or Refusal to make and erect or (as the Case may require) to maintain and repair such Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as the said Justices shall have directed or appointed to be made and erected as aforesaid, (so that in making, erecting, repairing, or maintaining such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid the said Railway or any of the Works by this Act authorized to be made or constructed by the said Company shall not be obstructed or damaged); and all the reasonable Costs and Charges thereof (to be settled and allowed by the said Justices) shall be repaid by the said Company to the respective Owners or Occupiers of the said Lands, Mines, or Minerals who shall have so made and erected, repaired, and maintained such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid, within the Space of Five Days next after the same shall have been so settled and allowed, and after a sufficient and particular Account and Demand in Writing shall have been delivered to and made from the said Company; and in default of Payment of the said Costs and Charges within the Time aforesaid, the said Justices are hereby required, by Warrant under their Hands and Seals, to levy the said Costs and Charges by Distress and Sale of any of the Goods and Chattels of the said Company, for the Use of the Party or Parties to whom such Costs and Charges shall have been allowed, rendering to the said Company the Overplus (if any), on Demand, after deducting the reasonable Charges of making such Distress and Sale, to be settled by the said Justices; and the said Owners or Occupiers, upon Refusal or Neglect by the said Company to pay the said Costs and Charges as aforesaid, shall and may also have such and the like Remedies against them for the Recovery thereof by Action at Law, to be commenced and prosecuted in such Manner as in other Cases is by this Act directed: Provided always, that no such Gate, Bridge, Arch, Hollow, Culvert, Fence, Ditch, Drain, or Passage shall be required to be erected or made, or shall be erected or made, over, under, or near the said Railway and Works, or any Part thereof, at or in any Place or in any Manner at or in which the same would or whereby the same might, if so made or erected, prevent or obstruct

obstruct the regular working or using of the said Railway or Works, or the Passage upon or along the same; and provided further, that for the Use of the Owners, Lessees, and Tenants of Mines and Minerals over which the said Railway may pass, and for the commodious Use and Occupation of the said Mines and Minerals on either Side of the said Railway, and for protecting the same from Trespass, the Provisions last aforesaid shall be held to extend to compel the said Company from Time to Time during the Space of Fifteen Years from the passing of this Act to make (in addition to the Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages herein-before required to be made so soon as the said Railway shall have been laid out and formed,) such and so many other Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, for the Purposes aforesaid, or any of them, as any such Two Justices of the County within which such Mines or Minerals may lie shall from Time to Time and at any Time during the Space of Fifteen Years from the passing of this Act judge necessary and appoint in manner aforesaid; but all such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as last aforesaid shall be constructed, made, and maintained subject at all Times to the Proviso herein-before contained forbidding any Prevention or Obstruction of the regular working or using of the said Railway or Works, or the Passage upon or along the same.

CLXXXI. And be it further enacted, That if any of the Owners or Occupiers of any Lands through which the said Railway shall be made shall at any Time apprehend that any of the Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, or Passages which the said Justices shall have so directed or appointed to be made or erected by the said Company are insufficient (either in Number or Situation) for the commodious Use or Occupation of the respective Lands, Mines, or Minerals through or over which the said Railway shall pass, it shall be lawful for any such Owner or Occupier, (with the Consent of the said Company, upon Request in Writing made to them, or in case of their Refusal for the Space of Ten Days next after such Request, then with Consent of the said Justices, given after Summons to the said Company, and due hearing of their Objections,) to make and erect, at the Costs and Charges of such Owners or Occupiers, any other Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, or Passages, of the same or like Construction or Form with those made and erected by the said Company, over, under, or by the Side of or leading to or from the said Railway, in such Place or Places as such Justices shall find and adjudge to be necessary and most convenient for the better Use, Cultivation, Improvement, or Occupation of such Lands, Mines, or Minerals; and such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages shall thenceforth be repaired and maintained by and at the Expence of the respective Owners or Occupiers for the Time being of the respective Lands, Mines, or Minerals the respective Owners or Occupiers of which shall have made or erected the same; provided, however, that as to the making, Erection, maintaining, or repairing of such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, or Passages, or any of them, the free Passage along or upon the said Railway be not prevented or obstructed thereby or by reason thereof.

Owners of Lands empowered to erect Gates, &c., in case of Insufficiency of those erected by the Company.

CLXXXII. And

For fencing  
off Railway  
through pri-  
vate Lands.

CLXXXII. And be it further enacted, That the said Company shall and they are hereby required, at their own Expence, after any Land shall have been taken for the Use of the said Railway and other Works, to separate the same and to keep the same constantly separated from the Lands adjoining to such Railway and other Works, with good and sufficient Posts, Rails, Hedges, Ditches, Mounds, or other Fences, in case the Owners of such Lands adjoining to such Railway and other Works, or any of them respectively, shall at any Time desire the same to be so fenced off, or in case the said Company shall think proper so to fence off the same, (instead of erecting Gates across the same,) and shall make and maintain all necessary Gates and Stiles in all such Fences to be made as aforesaid (all such Gates being made to open towards such Lands, and not towards the said Railway); and in every such Case the Powers, Provisions, Directions, and Regulations herein-before contained with respect to the Gates and other Works aforesaid shall extend and apply to the making and maintaining of such Fences, and the Gates and Stiles in such Fences, as fully and effectually to all Intents and Purposes as if such Powers, Provisions, Directions, and Regulations were here repeated and enacted with respect to such Fences, Gates, and Stiles.

Owners and  
Occupiers to  
pass along  
Railway  
without Pay-  
ment of Toll.

CLXXXIII. Provided always, and be it further enacted, That it shall be lawful for the respective Owners and Occupiers of Lands through which the said Railway shall be made, and their respective Servants and Workmen, (except in Cases in which the said Company shall, at their own Expence, have made Communications from the Land on the one Side of the said Railway to the Land on the other Side thereof, according to any Agreement with any Owner or Occupier thereof, or according to the Provisions of this Act,) at all Times, for the Purpose of occupying the same Land, and without Payment of any Toll, to pass and repass, and to lead and conduct any Horse, Mule, or Ass, Cow or other Cattle, Sheep, Swine, or other Beast, directly (but not otherwise) over and across such Part (and such Part only) of the said Railway as shall be made in or upon their respective Lands, provided that by so doing or by consequence thereof the Passage upon or along the said Railway be not in any way hindered or obstructed, or the same or the Works connected therewith be not in any way damaged.

Gates open-  
ing upon the  
Railway to  
be shut and  
fastened after  
Persons have  
passed  
through them.

CLXXXIV. And be it further enacted, That all Persons opening any Gate set up across the said Railway, or any Gate set up at either Side of the said Railway, shall and they are hereby respectively required (as soon as they, and the Carriages, Cattle, or other Animals or Things under their Care, or which they may accompany, shall have passed through the same) to shut and fasten the said Gate; and every Person neglecting so to do shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

Railway to be  
free on Pay-  
ment of  
Rates.

CLXXXV. And be it further enacted, That all Persons shall have free Liberty to pass along and upon and to use and employ the said Railway, with Carriages properly constructed as by this Act directed, upon Payment only of such Rates or Tolls as shall be demanded by the said Company, not exceeding the respective Rates or Tolls by this Act authorized, and subject to the Provisions of this Act, and to the Rules and Regulations which shall from Time to Time be made by the said  
Company,



Company, or by the said Directors, by virtue of the Powers to them respectively given hereby.

CLXXXVI. Provided always, and be it further enacted, That if any Person (save and except the said Company, and their Deputies, Contractors, Agents, Servants, and other Persons authorized by them,) shall ride, lead, or drive, or cause to be ridden, led, or driven, or shall aid or assist in leading or driving, upon such Railway or any Part thereof, any Horse, Mule, or Ass, or any Cow or other Neat Cattle, Sheep, Swine, or any other Beast or Animal, (except only in directly crossing the same as aforesaid at Places to be appointed for that Purpose, for the necessary Occupation as aforesaid of the respective Lands through which the said Railway shall pass,) every Person so offending shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Railway not to be used as a Passage for Horses or other Cattle.

CLXXXVII. And whereas it may be attended with very great Danger to the Public if the said Railway should be used by Persons on Foot; be it therefore enacted, That if any Person shall be or travel or pass on Foot upon the said Railway or any Part thereof, without the Licence and Consent of the said Company, (except the respective Owners or Occupiers of Lands through which the said Railway shall pass, and their respective Servants, in passing as aforesaid directly across the same as herein-before authorized,) every Person so offending shall forfeit and pay to the said Company any Sum not exceeding Forty Shillings for every such Offence.

Penalty on Persons on Foot using Railway.

CLXXXVIII. And be it further enacted, That no Carriage or Waggon shall pass along or be upon the said Railway or any Part thereof, or the Works connected therewith, (except in directly crossing the same, as herein authorized, for the Occupation of the respective Lands through which such Railway shall be laid, or in passing any public or private Carriage Road which may happen to cross the said Railway,) unless such Carriage or Waggon shall have been originally constructed according to the Orders and Regulations which the said Company, or the Directors of the said Company for the Time being, may from Time to Time make in regard to Carriages and Waggon, (and which Rules and Regulations the said Company and the said Directors respectively are hereby expressly authorized to make, and wholly or partially alter or revoke, from Time to Time, with Power to make new Rules and Regulation from Time to Time in lieu of or in addition to any former Rules and Regulations,) nor unless such Carriage or Waggon shall at all Times, so long as it shall be used or shall be on the said Railway and Works, or any Part thereof, remain and be of such Construction and in such State and Condition as the Orders and Regulations of the said Company or of the said Directors may from Time to Time or at any Time require: Provided always, that all the Rules and Regulations which the said Company or the said Directors may from Time to Time make in regard to such Carriages or Waggon shall, before they shall have any Effect as Rules and Regulations, be published once in some One Newspaper of every County through which the said Railway shall pass; and such Publications as aforesaid shall be deemed and taken to be sufficient for all Purposes, and to be express Notice of all such Rules and Regulations to all Persons and Companies whomsoever; and the Production of a

Carriages not to be used unless constructed as directed by the Company.

Newspaper of each of the Counties through which the said Railway may pass, containing a Notice purporting to be a Notice of the Rules and Regulations of the said Company or of the said Directors, shall for all Purposes be considered sufficient Evidence of the due making and Publication of such Rules and Regulations; and provided further, that if any Dispute shall at any Time and from Time to Time arise between the said Company, or Directors, and the Owner or Owners of any such Carriage or Waggon, as to the original Construction, or as to the State or Condition from Time to Time or at any Time, of any such Carriage or Waggon, in reference to the then past or existing Rules and Regulations of the said Company or of the said Directors, then such Carriage or Waggon shall immediately upon the arising of any such Dispute from Time to Time be taken off the said Railway and Works, and shall not be used or be thereon or on any Part thereof, unless and until it shall be determined, in manner herein-after mentioned, that such Carriage or Waggon was originally constructed according to the then Rules and Regulations of the said Company or of the said Directors, and is at the Time of the Dispute in the State and Condition required by the then Rules and Regulations of the said Company or Directors; but such Disputes shall from Time to Time, when and as they may arise, be immediately referred to Three indifferent Persons, One to be appointed by the said Company or Directors, and another by the Owner or Owners of any such Carriage or Waggon, and the Third to be appointed by the Two so first appointed, previous to their entering on the Business of the Reference; and the Decision in Writing of such Two Arbitrators and their Umpire, or of any Two of them, (as the Case may be,) shall be final and conclusive; and if either the said Company or Directors, or the said Owner or Owners, shall for Ten Days after being so required in Writing by the other of them, neglect or refuse to appoint a Referee to act on their or his Behalf, then the Referee of the other Party may alone make a final Decision in Writing, and such Award or Decision shall, upon Proof of the Signatures thereto, be admitted in all Courts, and before all Judges, Justices, and others, as sufficient Evidence for all Purposes whatsoever of all the Facts therein stated; and if any Carriage or Waggon not originally constructed according to the then Rules and Regulations of the said Company or Directors, or not from Time to Time or at any Time being in the State and Condition which the Rules and Regulations of the said Company or Directors in existence at that Time may require, shall pass or be upon any Part of the said Railway or the Works connected therewith, (except as aforesaid,) the Owner or Owners thereof, or his or their Servant, or any one of his or their Servants, having for the Time being the Charge of any such Waggon or Carriage, shall forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds for every such Offence.

Weights allowed to be carried on Railway.

CLXXXIX. And be it further enacted, That no Carriage or Waggon shall carry or bear at any One Time upon the said Railway or any Part thereof (including the Weight of such Carriage) more than Four Tons Weight, except in any One Piece of Timber, Block, or Stone, Boiler, Cylinder, Bob, or single Piece of Machinery, or other single Article, (which shall nevertheless not exceed the Weight of Eight Tons, including the Weight of the Carriage, and for the Tonnage or Carriage of which the said Company are hereby authorized to receive and take such Rates

Rates as they may from Time to Time direct or appoint, not exceeding Four-pence *per Ton per Mile*,) and no Piece of Timber, Stone, Machinery, or other Article exceeding the Weight of Eight Tons (including the Weight of the said Carriage) shall be carried upon any Part of the said Railway without the special Licence of the said Company, and for their Tonnage or Carriage of which the said Company are hereby authorized to demand, receive, and recover such Sum or Sums as they may deem proper.

CXC. And whereas, for the greater Security of Passengers and other Persons travelling upon and using the said Railway, it is expedient that the moving Powers to be from Time to Time used in drawing or propelling Carriages upon or along the said Railway should be under the Controul of the said Company; be it therefore enacted, That no locomotive or other Engine, or other Description of moving Power, shall at any Time be brought upon or be used or be on the said Railway or any Part thereof, unless the same shall first have been approved by the said Company, or by their Engineer, in Writing; and it shall be lawful for the said Company, and they are hereby required, within Fourteen Days after Notice given to them by any Person desirous of bringing any such Engine or Engines on the said Railway, to cause their Engineer or other Agent to inspect and examine such Engine or Engines at any Place within Five Miles of the said Railway, and to report thereon to the said Company, who shall within Seven Days after such Report, in case such Engine or Engines shall be found fit and proper to be used on the said Railway, give (on Demand) a Certificate to the Party or Parties requiring the same, of their Approval of every such Engine; and it shall be lawful for the said Company from Time to Time, upon the Report of their Engineer or other Agent that any Engine used or being upon the said Railway is out of Repair or unfit to be used upon the said Railway, to order the same to be taken off, or to forbid the same to be used upon the said Railway; and in case any Person shall bring or use upon the said Railway any locomotive or other Engine, or any other moving Power, without having first obtained such Certificate of Approval as aforesaid, or in case, after Notice given by the said Company to remove from or not to use upon the said Railway any such Engine as aforesaid, the Person to whom such Engine shall belong shall not forthwith remove off or shall use upon the said Railway any such Engine, without having first repaired and made the same fit for Use, to the Satisfaction of the said Engineer, certified as aforesaid, every such Person shall forfeit and pay any Sum not exceeding Twenty Pounds for every such Offence, and the said Company are hereby authorized at any Time and from Time to Time to remove such Engine or Engines from the said Railway and Works.

Engines to be used on Railway to be approved by the Company.

CXCI. And be it further enacted, That it shall be lawful for the Directors of the said Company from Time to Time to make such Orders and Regulations as they shall think proper for regulating the travelling upon and Use of the said Railway, and the Times when the same shall be open for Use, and for or relating to Travellers and Carriages passing upon the said Railway, and for or relating to the Mode or Means by which and the Speed at which such Carriages shall from Time to Time be moved or propelled, and the Times of their Departure and

Directors to regulate the Passage on Railway.

Arrival,

Arrival, and the loading or unloading thereof respectively, and the Weights which they shall respectively carry, and the Delivery of Goods and other Articles, Matters, and Things which shall be conveyed in or upon such Carriages; and also for the preventing the smoking of Tobacco and the Commission of any other Nuisance in or upon any such Carriages, or in any of the Stations or Premises occupied by or belonging to the said Company, and generally for regulating the passing upon, using, or working the said Railway and other Works by this Act authorized, or in anywise relating thereto respectively; and all such Orders and Regulations shall be binding upon and be conformed to by the said Company, and by all Owners of and Persons having the Care or Conduct of Carriages or Waggon, and by all Persons using or working or travelling or being upon the said Railway and other Works, upon pain of forfeiting and paying for every Default any Penalty not exceeding Forty Shillings which the said Directors may attach to any such Default: Provided always, that in every Case of Infraction or Non-observance of any such Rules or Regulations which might be attended with Danger to the Public or Annoyance to Travellers, or which might obstruct or hinder the said Company or their Servants or any other Person in their due and lawful Use of the said Railway or Works, it shall be lawful for the said Company, or any of their Agents, Officers, or Servants, summarily to interfere and obviate such Danger, and to remove and prevent such Obstruction, Nuisance, or Hindrance.

Engines to  
consume  
their own  
Smoke.

CXCII. And be it further enacted, That the Boiler of every stationary and locomotive Steam Engine to be erected, built, or used upon the said Railway shall be constructed upon the Principle of consuming its own Smoke, under a Penalty of Five Pounds for every Offence, to be recovered in a summary Way by the Order and Adjudication of Two or more Justices of the Peace, on Complaint to him or them for that Purpose made, in the same Manner as where other Penalties and Forfeitures (for the Recovery whereof no special Directions are given) are by this Act directed to be recovered; One Half of which Sum, as often as the same shall be recovered, shall be paid to the Informer, and the Remainder to the Vestry Clerk or Churchwarden or Overseer, or any One or more of the Churchwardens or Overseers, or other proper Officer of the Parish or Place where such Offence shall be committed, for the Benefit of the Poor of such Parish or Place.

Allowing the  
Owners of  
adjoining  
Lands to  
make  
Branches to  
communicate  
with Railway  
in convenient  
Places.

CXCIII. And be it further enacted, That nothing in this Act contained shall extend to prevent the respective Owners or Occupiers of Lands, Tenements, or Hereditaments adjoining to the said Railway, or any other Persons, from laying down, either upon their own Lands or upon the Lands of other Persons, with the Consent of such Persons, any collateral Branches, from their respective Lands, Tenements, or Hereditaments, to communicate with the said Railway; and the said Company shall be bound to make, at the Expence of such Owners and Occupiers and other Persons as aforesaid, Openings in the Ledges or Flanches of the said Railway, for effecting such Communication, in such Places as may be most convenient for that Purpose, and as will not interfere with the free Passage of the said Railway; and the said Company shall not receive any Rate or Toll for the passing of any Goods or other Things along such Branch so to be made by any such Owner or Occupier or Person as aforesaid;

aforesaid ; provided also, that the said Company shall not in any Case be bound to make any such Openings in the Ledges or Flanches of the said Railway, for the Purpose of effecting such Communication, in any Yard or Station, or in any Place where they shall have erected, built, made, or set up any Building, Steam Engine, Works, or Machinery, or in any Place which they shall have appropriated or set apart for any specific Purpose with which such Communication would interfere, nor upon any Inclined Plane, nor in any Tunnel ; and in case any Disagreement or Difference shall arise between any such Owners and Occupiers or other Persons and the said Company, as to the proper Place for making any such Openings in the Ledges or Flanches of the said Railway, for the Purpose of such Communication, then the same shall be left to the Decision of any Two Justices of the Peace for the Counties of *Lancaster, Chester, Stafford, or Warwick*, within their respective Jurisdictions, whose Determination, after the Examination of competent Witnesses to be produced before them, shall be binding ; and such Justices are hereby authorized and empowered to take cognizance of all such References, and to act therein accordingly.

CXCIV. Provided always, and be it further enacted, That nothing herein contained shall extend to prevent any Owner of any Lands, Tenements, or Hereditaments, or any Owner or Occupier of any Mines or Minerals adjoining the said Railway, from making any Railway, Bridge, or Culvert to, from, across, over, under, or into the said Railway hereby authorized to be made by the said Company, and to use such his Railway, Bridge, or Culvert for the Benefit of himself or herself, and of all other Persons to whom he or she may from Time to Time give Leave, so that such Railway, Bridge, or Culvert do not in any way injure or prevent or obstruct the free Passage upon the Railway and Works hereby authorized to be made by the said Company ; and it is hereby expressly enacted, that all such Railways, Bridges, and Culverts shall be made and erected, and from Time to Time be repaired or renewed, under the Direction of the Engineer of the said Company, and according to Plans and Specifications to be prepared and determined on by him previously to the Commencement of the Construction of such Railways, Bridges, and Culverts respectively ; provided nevertheless, that in case any Damage or Obstruction shall thereby, or by the Want of Repair thereof, be done or occur to or upon the Railway or Works by this Act authorized to be made by the said Company, they shall and may forthwith repair or remove such other Railways, Bridges, and Culverts, by and at the Expence of the respective Owners or Occupiers for the Time being of the Land, Mines, or Minerals for whose Benefit the same may have been made or continued ; and it shall be lawful for the said Company to recover the Expences attending the same, in case of Refusal or Neglect to pay the same within Seven Days after Demand thereof by the Clerk of the said Company, or any Person appointed by him, by Distress and Sale of the Goods and Chattels of such respective Owners, or by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Roads may be made across the Railway by the Owners of adjoining Lands.

CXCV. And whereas by an Act passed in the Eighth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for making and maintaining a Navigable Cut or Canal from Birmingham to*  
 [Local.] 7 S *Bilstone,*

For protecting Land and Mine Owners &c.

- 8 G. 3. c. 38. *Bilstone, and from thence to Autherley, there to communicate with the Canal now making between the Rivers Severn and Trent, and for making collateral Cuts up to several Coal Mines ; and by an Act passed in the Twenty-third Year of the Reign of His said late Majesty King George the Third, inti-*
- 23 G. 3. c. 92. *tuled An Act for making and maintaining a Navigable Canal from a Place near Rider's Green in the County of Stafford to Broadwater Fire Engine, and Six collateral Cuts from the same to several Coal Mines, and also a Navigable Canal from or near the Town of Birmingham to join the Coventry Canal at or near Fazeley in the Parish of Tamworth in the said County of Stafford, with a collateral Cut to the lower Part of the said Town of Birmingham ; and by another Act, passed in the Twenty-fourth Year*
- 24 G. 3. c. 4. *of the Reign of His said late Majesty, intituled An Act for incorporating the Company of Proprietors of a Canal Navigation authorized by an Act passed in the Eighth Year of the Reign of His present Majesty King George the Third to be made from Birmingham to Bilstone and Autherley, with the Company of Proprietors of a Canal Navigation authorized by an Act passed in the Twenty-third Year of the Reign of His present Majesty to be made from Birmingham to Fazeley, and for consolidating their Shares, and amending the said last-mentioned Act ; and by another Act, passed in the Thirty-fourth Year of the Reign of His said late Majesty King*
- 34 G. 3. c. 87. *George the Third, intituled An Act for extending and improving the Birmingham Canal Navigations, the Company of Proprietors of the Birmingham Canal Navigations, and the Owners and Proprietors of Lands, Mines, Minerals, Wharfs, Mills, and Works situate near to the Birmingham Canal Navigations thereby authorized to be made, were empowered to make and establish certain Railways, Cuts, and other Works to communicate with the said Canal Navigations ; be it further enacted, That nothing herein contained shall extend to authorize the making of any collateral or private Branches of Railway, under this Act, on such a Level as may prevent or obstruct the making or maintaining of any Cut or Cuts, Railway or Railways, authorized by the said recited Acts or any of them.*

Company to  
make suffi-  
cient Drains,  
&c. to carry  
Water off ad-  
joining  
Lands.

CXCVI. And be it further enacted, That the said Company shall and they are hereby required, at their own Expence, to make such Arches, Tunnels, Culverts, Drains, or other Passages, over, under, or by the Side of the said Railway, and the Fences on the Sides thereof respectively, of such Breadth, Depth, and Dimensions as shall be sufficient at all Times to convey the Water as clearly from the Lands adjoining or lying near to the said Railway as before the making of the said Railway, without obstructing or impounding the same Water to the Prejudice of any of the said Lands ; and also to make proper Watering Places for Cattle in all Cases where by means of the said Railway the Cattle of any Person occupying Lands adjacent thereto shall be deprived of Access to their ancient Watering Place, and to supply the same at all Times with Water ; and it shall be lawful for the said Company, and they are hereby required, from Time to Time to make such and so many Watercourses and Drains by the Side of and along or under the said Railway, or in, through, over, and across any Lands thereto adjoining, of such Dimensions, and in such Manner, and with such proper and convenient Bridges over and Tunnels under the same respectively, as any Two or more Justices of the Peace for the said Counties of *Lancaster, Chester, Stafford, or Warwick*, as the Case may require, shall from Time to Time judge necessary  
and

and appoint, in case there shall be any Dispute about the same, for the Purpose of conveying Water to the said Watering Places respectively; and all such Arches, Tunnels, Culverts, Watercourses, Drains, and other Passages shall from Time to Time be supported, maintained, cleansed, and kept in good and sufficient Repair by the said Company; and if at any Time after Twenty-one Days Notice in Writing shall be given to the said Company, by any Owner or Occupier of Land adjoining or lying near to the said Railway, that the said Arches, Tunnels, Culverts, Drains, Watercourses, or other Passages, or any of them, are not made, or (being made) are not cleansed, maintained, and repaired, according to the true Intent and Meaning of this Act, it shall be lawful for any Person to apply for an Order in Writing to any Two or more Justices of the Peace for the said Counties of *Lancaster, Chester, Stafford, or Warwick*, as the Case may require, from Time to Time, as often as there shall be Occasion, and the said Justices are hereby empowered, at their Discretion, to make and grant such Orders as aforesaid, enabling such Persons to make or cleanse and repair such Arches, Tunnels, Culverts, Watercourses, Drains, and other Passages accordingly, and the reasonable Expences thereof (to be ascertained by Justices) shall be defrayed by the said Company; and in case of Neglect or Refusal to satisfy and defray such Expences, for the Space of Twenty-one Days after Demand thereof made upon the said Company, such Expences may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, in the same Manner as any other Costs and Charges may by virtue of this Act be levied and recovered upon or from the said Company.

CXCVII. And be it further enacted, That in all Cases in which it may be necessary for any Persons or Corporations to serve any Summons or Demand, or any Notice, or any Writ or other Proceeding at Law or in Equity, upon the said Company, Service thereof upon or at the Office of the Clerk of the said Company, or at or with some Inmate of his last or usual Place of Abode, or Service thereof at the principal Office of the said Company, or in case the same respectively shall not be found or known, then personal Service thereof upon any of the Directors, or upon any other Agent of or Officer employed by the said Company, or Service thereof at or with some Inmate of his last or usual Place of Abode, shall be deemed good and sufficient Service of the same respectively on the said Company.

Declaring  
what shall be  
good Service  
of Notice on  
Company.

CXCVIII. And be it further enacted, That in all Cases in which it may be necessary for the said Company to serve any Summons or Demand, or any Notice, or any Writ or other Proceeding at Law or in Equity, or otherwise, upon any Person or Body Corporate, under the Provisions of this Act, personal Service thereof respectively upon such Person, or upon some Member or upon the Clerk or other Officer of such Body Corporate, or delivering the same at the last or usual Place of Abode of such Person, or of such Member, Clerk, or other Officer of such Body Corporate, or at the Office of such Clerk or other Officer, shall be deemed good and sufficient Service of the same respectively upon such Person or Body Corporate (as the Case may be), except in Cases in which any other Mode of Service is by this Act particularly directed: Provided always, that every Summons, Demand, or Notice, or other Document requiring

Declaring  
what shall be  
good Service  
of Notice by  
the Com-  
pany.

Authentication

Authentication by the said Company, may be signed by the Clerk for the Time being of the said Company, and need not be under the Common Seal of the said Company, and may be in Writing or in Print, or partly in Writing and partly in Print.

If Land not contracted for within Three Years, Power to take Property to cease.

CXCIX. And be it further enacted, That unless the said Company shall within the Space of Three Years (to be computed from the passing of this Act) take or use the Lands, Tenements, and Hereditaments which they are by this Act empowered to take or use, or so much thereof as shall be by them deemed necessary and proper for the Purposes of making the said Railway or other Works hereby authorized, then and from thenceforth the Powers which are hereby granted to them for the compulsory taking of such Lands, Tenements, or Hereditaments shall cease and be utterly void.

If Railway not completed in Ten Years, Powers to cease, except as to such Part, if any, as shall be completed.

CC. And be it further enacted, That in case the said Railway and Works shall not have been made and completed (unless prevented by inevitable Accident) within the Space of Ten Years (to be computed from the passing of this Act), then from and after the Expiration of the said Term of Ten Years all the Powers, Authorities, and Privileges given by this Act shall cease and determine, save only and except as to so much (if any) of the said Railway and Works as shall be declared and certified to have been completed within the said Term by the Justices of the Peace of the said Counties of *Lancaster*, *Chester*, *Stafford*, or *Warwick*, or any One of them, assembled at any General or Quarter Sessions of the Peace to be held in and for the said Counties respectively (as the Case may be), at any Time before the Expiration of the said Term of Ten Years, or within Twelve Calendar Months after the Expiration thereof, upon the Evidence of One or more Witness or Witnesses upon Oath, (or Affirmation in the Case of Persons called *Quakers*,) to be produced before such Justices for that Purpose.

If Railway abandoned, the Land to revert to original Owners.

CCI. Provided also, and be it further enacted, That if the said Railway or any Part thereof shall at any Time hereafter be abandoned or given up by the said Company, or after the same shall have been completed and opened to the Public shall for the Space of Five Years (unless by reason of inevitable Accident) cease to be used and employed as a Railway, or shall be used for other Purposes than by this Act authorized, then and in such Case the Lands, Tenements, and Hereditaments so purchased or taken by the said Company for the Purposes of this Act, or any Part or Portion of such Railway which shall be so abandoned or given up by the said Company, or which shall be used for other Purposes than by this Act authorized, shall pass, shall vest in the Owner or Owners for the Time being of the Land adjoining that which shall be so abandoned or given up, or which shall be used for other Purposes than by this Act authorized, in manner following; that is to say, One Half thereof in the Owner or Owners of the Land on the one Side thereof, and the Remainder thereof in the Owner or Owners of the Land on the other Side thereof.

For compelling Witnesses to attend.

CCII. And be it further enacted, That if any Person who shall be summoned as a Witness to attend and give Evidence before any Justice or Justices of the Peace, touching any Matter or Fact contained or involved in or affecting or relating to any Information, Order, or Complaint laid in

in



in pursuance of, or any Offence committed against this Act, or any Matter which is hereby referred to any Justice or Justices of the Peace, (either on the Part of the Prosecutor or on the Part of the Party summoned or accused,) shall refuse or neglect to appear at the Time and Place to be for that Purpose appointed, (having been paid or tendered such Sum as the Justice shall find to be reasonable, for his or her Costs and Expences,) without a reasonable Excuse for his or her Refusal or Neglect, or appearing shall refuse to be examined upon Oath, or in the Case of a Quaker on solemn Affirmation, or to give Evidence before such Justice, then and in either of the said Cases every such Person shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

CCIII. And be it further enacted, That in all Actions, Suits at Law or in Equity, and in all Proceedings under this Act or otherwise, for any Claim or Compensation against or for or on the Behalf of the said Company, and also in all Prosecutions, Informations, and Complaints laid, commenced, or instituted by or on behalf of the said Company, and in all Arbitrations, References, or other Proceedings in or consequent upon or arising out of any such Actions, Suits, or Proceedings, Prosecutions, Informations, or Complaints, or otherwise, it shall be lawful for the Clerk of the said Company to make, sign, seal, execute, and deliver such general or other Releases as may be or may be deemed to be necessary or sufficient for the Purpose of qualifying any Person to give Evidence as a Witness in any such Action, Suit, Prosecution, Information, Complaint, Arbitration, Reference, or other Proceeding aforesaid; and also to do any other Act, Matter, or Thing, in any such Action, Suit, Prosecution, Arbitration, Reference, or other Proceeding, which any Plaintiff or Defendant may do in any Action, Suit, or Prosecution, Arbitration, Reference, or other Proceeding; and every such Release, Act, Matter, and Thing shall be as valid and effectual in all respects, and to all Intents and Purposes whatsoever, as if the same were made under the Seal of the said Company.

Directors, &c.  
empowered  
to grant  
Releases to  
Witnesses.

CCIV. And be it further enacted, That when and so often as any Money shall by any Justice of the Peace be ordered to be paid in pursuance of this Act, as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage or Injury of any Nature or Kind soever done or committed by the said Company, or by any Person acting by or under their Authority, and such Money shall not be paid by the said Company to the Party entitled to receive the same within Twenty-one Days after Demand in Writing shall have been made upon the said Company in pursuance of the Direction or Order made by such Justice, and in which Demand the Order of such Justice shall be fully stated, then and in such Case the Amount of such Compensation or Satisfaction shall and may be levied and recovered by Distress and Sale of any Goods or Chattels vested in the said Company by virtue of this Act, or of the Goods and Chattels of their Treasurer for the Time being, under a Warrant to be issued for that Purpose by such Justice, which Warrant any such Justice is hereby authorized and required to grant under his Hand and Seal, on Application made to him for that Purpose by the Party or Parties entitled to receive such Money as or by way of Compensation or Satisfaction for any such Materials, Costs, Damage, or Injury as aforesaid; and in case any Overplus shall remain after Payment of such Money, and

In case of  
Nonpayment  
of Compensation  
for Damages, &c.  
the same to  
be levied by  
Distress of  
the Goods of  
the Company  
or of their  
Treasurer.

[Local.]

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the Costs and Expences of hearing and determining the Matter in dispute, and also the Costs and Expences of such Distress and Sale, then and in such Case such Overplus shall be returned to the Treasurer of the said Company, for the Use and Benefit of the said Company, or Treasurer, as the Case may require: Provided always, that it shall be lawful for such Treasurer to retain, out of any Monies which he shall have received or shall receive under or by virtue of this Act, all such Damage, Costs, Charges, and Expences as he shall have sustained or have been put unto by virtue of any such Warrant as aforesaid.

Recovery and  
Application  
of Penalties.

CCV. And be it further enacted, That all Penalties and Forfeitures inflicted or imposed by this Act, or under or by virtue hereof, or of any Bye Law, Rule, Regulation, or Order made in pursuance hereof, (the Manner of levying and recovering whereof is not herein otherwise particularly directed,) may, in case of Nonpayment thereof, be recovered in a summary Way by the Order and Adjudication of any One or more Justice or Justices of the Peace for the said Counties of *Lancaster, Chester, Stafford, or Warwick*, (as the Case may require,) and afterwards be levied, as well as the Costs (if any) of such Proceedings, by Distress and Sale of the Goods and Chattels of the respective Offenders or Persons liable to pay the same, by Warrant under the Hand and Seal or Hands and Seals of such Justice or Justices, or of any other Justice or Justices; and the Overplus (if any) of the Money so raised or recovered, after discharging such Penalty or Forfeiture, and the Costs and Expences as aforesaid, shall be returned (on Demand) to the Party or Parties whose Goods and Chattels shall be distrained; all which Penalties and Forfeitures (not herein directed to be otherwise applied) shall be paid, One Half to the Informer, and the Remainder to the Treasurer of the said Company, for the Use and Benefit of the said Company, unless such Penalties or Forfeitures shall be incurred by the said Company, in which Case the same shall be paid, One Half to the Informer, and the Remainder to the Churchwardens or Overseers, or to any One or more of the Churchwardens or Overseers of the Poor of the Parish, Township, or Place within which the Offence shall be committed, to be applied by such Churchwardens or Overseers for the Benefit of the Poor of such Parish, Township, or Place; and in case such Penalties and Forfeitures shall not be forthwith paid, it shall be lawful for such Justice or Justices, and he and they are hereby required, to order the Offender so convicted to be detained in safe Custody until Return can conveniently be made to such Warrant of Distress, unless such Offender or Offenders shall give sufficient Security, to the Satisfaction of such Justice or Justices of the Peace, for his, her, or their Appearance before such Justice or Justices, (or before some other Justice or Justices of the Peace having Jurisdiction,) at such Time as shall be appointed for the Return of such Warrant of Distress (such Time being not more than Seven Days from the taking of such Security), and which Security any Justice or Justices is and are hereby empowered to take, by way of Recognizance or otherwise; but if upon the Return of such Warrant it shall appear that no sufficient Distress could be had whereupon to levy the said Penalties or Forfeitures, and such Costs and Expences as aforesaid, and the same shall not be forthwith paid, or in case it shall appear to the Satisfaction of such Justice or Justices, upon the Confession of the Offender or Offenders, or otherwise, that he, she, or they hath or have not sufficient Goods and Chattels whereupon such Penalties, Forfeitures, Costs, and Expences

Expences could be levied if a Warrant of Distress should be issued, in which Case such Justice or Justices shall not be required to issue such Warrant of Distress, then and in either of such Cases it shall be lawful for such Justice or Justices, and he and they are hereby required, by Warrant under his or their Hands and Seals or Hand and Seal, to commit such Offender or Offenders to some Common Gaol or House of Correction for the County or Place within his or their Jurisdiction, there to remain for any Time not exceeding Three Calendar Months, or until such Penalty or Forfeiture shall be paid and satisfied, together with all Costs and Charges attending such Proceedings as aforesaid, to be ascertained by such Justice or Justices, or until such Offender or Offenders shall otherwise be discharged by due Course of Law.

CCVI. And be it further enacted, That in all Cases wherein Damages or Charges are by this Act directed or authorized to be paid, and the Manner of ascertaining the Amount thereof is not herein-before specified or provided for, such Amount (in case of Nonpayment thereof, or of any Dispute respecting the same,) shall be ascertained and determined by some One or more Justices of the Peace for the County, Liberty, or Place wherein such Damages or Charges shall be incurred or be directed to be paid; and where by this Act any Damages or Charges are directed to be paid in addition to any Penalty for any Offence, the Amount of such Damages and Charges (in case of Nonpayment thereof, or of any Dispute respecting the same,) shall be settled and determined by the Justices by or before whom any Offender shall be convicted of such Offence; and such Justices respectively are hereby authorized and required, on Nonpayment of the Damages in any of the Cases aforesaid, to levy such Damages and Charges by Distress and Sale of the Offenders Goods and Chattels, in manner by this Act directed for the levying of any Penalties or Forfeitures.

Damages and Charges in case of Dispute to be settled by a Justice.

CCVII. And be it further enacted, That in all Cases in which by this Act any Penalty or Forfeiture is made recoverable by Information before any Justice or Justices of the Peace it shall be lawful for the Justice or Justices of the Peace before whom Complaint shall be made for any Offence committed against this Act, or against any Rule, Regulation, or Bye Law made in pursuance hereof, to summon before him or them the Party complained against, and on such Summons to hear and determine the Matter of such Complaint, and on Proof of the Offence to convict the Offender, and to adjudge him or her to pay the Penalty or Forfeiture incurred, and to proceed in the Recovery of the same, although no Information in Writing shall have been exhibited before such Justice or Justices; and all such Proceedings by Summons without Information in Writing shall be as valid and effectual to all Intents and Purposes as if an Information in Writing had been exhibited.

Justices may proceed by Summons in the Recovery of Penalties.

CCVIII. And be it further enacted, That it shall be lawful for any Agent or Servant of the said Company, and all such Persons as he shall call to his Assistance, to seize and detain any Person (whose Name and Residence shall be unknown to such Agent or Servant) who shall commit any Offence against this Act, and to convey him or her with all convenient Dispatch before some Justice for the County, Liberty, or Place within which such Offence shall be committed, without any other Warrant or Authority

For securing Offenders whose Names and Residences are unknown.

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rity than this Act, and such Justice is hereby empowered and required to proceed immediately to the hearing and determining of the Complaint.

Forms of  
Information  
and Convic-  
tion.

CCIX. And be it further enacted, That all Justices of the Peace before whom any Person shall be informed against or convicted for or in respect of any Offence against this Act may cause the Information (when- ever an Information shall be taken in Writing or in Print) and the Con- viction respectively to be drawn up according to the following or any other Forms; (that is to say,)

Form of In-  
formation.

‘  
‘ to wit. } **BE** it remembered, That on the Day of  
‘ *A. B.* of informeth me, *C. D.*, one of His  
‘ Majesty’s Justices of the Peace for the County [*as the Case may be*],  
‘ that *E. F.* of [*here describe the Offence, and the Time and*  
‘ *Place when and where committed*], contrary to an Act passed in the  
‘ Third Year of the Reign of His Majesty King *William* the Fourth, inti-  
‘ tuled [*insert the Title of this Act*], which hath imposed a Forfeiture of  
‘ for the said Offence. Taken the Day of  
‘ before me *C. D.*’

Form of Con-  
viction.

‘  
‘ 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 His Majesty’s Justices of the Peace for the  
‘ County of [*here describe the Offence, and the Time and*  
‘ *Place when and where committed*], contrary to an Act passed in the  
‘ Third Year of the Reign of King *William* the Fourth, intituled [*here*  
‘ *set forth the Title of this Act*]. Given under my Hand and Seal the  
‘ Day and Year first above written. *C. D.*’

Distress not  
unlawful for  
Want of  
Form.

CCX. And be it further enacted, That where any Distress shall be made for any Money to be levied by virtue of this Act, the Distress itself shall not 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 Information, Summons, Conviction, Warrant of Distress, or other Pro- ceeding relating thereto, nor shall such Party be deemed a Trespasser *ab initio* on account of any Irregularity which shall be afterwards com- mitted by him, but all Persons aggrieved by such Defect or Irregularity shall and may recover full Satisfaction for the special Damage by an Action upon the Case.

Persons ag-  
grieved may  
appeal to  
Quarter Ses-  
sions.

CCXI. And be it further enacted, That all Corporations and Persons who may think themselves aggrieved by any Order or Judgment made or given in pursuance of any Bye Law, Rule, or Order of the said Com- pany or of the said Directors, and also the said Company, and all other Corporations and Persons who may think themselves aggrieved by any Order, Judgment, or Determination of any Justice or Justices of the Peace, relating to any Matter or Thing in this Act mentioned or con- tained, and for which no Power of Appeal is by this Act specifically given, may, within Four Calendar Months next after such Order, Judg- ment, or Determination shall have been made or given, appeal to the Justices of the Peace at any General or Quarter Sessions to be held for the County or Division where the alleged Cause of Appeal shall arise, first giving Fourteen Days Notice in Writing of such Intention to appeal,  
and

and of the Grounds and Nature thereof, to the Party or Parties against whom such Complaint is intended to be made, or to the said Company, as the Case may be, and forthwith after such Notice (in the Case of an Individual appealing) entering into Recognizance before some Justice of the Peace, with Two sufficient Sureties, conditioned to try such Appeal, and abide the Order and Award of the said Court thereon; and the said Justices shall in a summary Way either hear and determine the said Complaint at such General or Quarter Sessions, or, if they think proper, may adjourn the hearing thereof to the following or any General or Quarter Sessions of the Peace to be held for such County or Division; and the said Justices may, if they see Cause, mitigate any Penalty or Forfeiture, and may order any Money to be returned which shall have been levied in pursuance of such Bye Law, Rule, Order, or Determination, and may also order any such further Satisfaction to be made to the Appellant as they shall judge reasonable, and may also order such Costs to be paid to either Party, by the other, as they shall think reasonable.

CCXII. And be it further enacted, That in all Cases of Prosecution, Information, or Complaint for or relating to Offences against the Bye Laws, Rules, or Orders of the said Company or of the said Directors, the Production of a written or printed Paper purporting to be the Bye Laws, Rules, or Orders of the said Company or of the said Directors, and authenticated by having the Common Seal of the Company affixed thereto, shall be Evidence of the Existence and of the due making of such Bye Laws, Rules, or Orders; and it shall be sufficient to prove that a Board, painted according to the Directions of this Act, purporting to be a Copy of such Bye Laws, Rules, or Orders, hath been affixed and published in manner by this Act directed, (and in case of its being afterwards displaced or damaged, hath been replaced by another such Board as soon as conveniently might be,) unless and until Proof shall be adduced by the Defendant that such Board is not a Copy of such Bye Laws, Rules, or Orders, or hath not been duly affixed and generally continued in manner by this Act directed.

Authentic-  
ated Bye  
Laws to be  
Evidence.

CCXIII. And be it further enacted, That no Proceeding to be had or taken in pursuance of this Act shall be quashed or vacated for Want of Form, or be removed by Certiorari or by any other Writ or Proceeding whatsoever, in any of His Majesty's Courts of Record at *Westminster* or elsewhere, any Law or Statute to the contrary notwithstanding.

Proceedings  
not to be  
quashed for  
Want of  
Form.

CCXIV. And be it further enacted, That no Action, Suit, or Information, nor any other Proceeding, of what Nature soever, shall be brought, commenced, or prosecuted against any Person for any thing done or omitted to be done in pursuance of this Act, or in the Execution of the Powers or Authorities or any of the Orders made, given, or directed in, by, or under this Act, unless Fourteen Days previous Notice in Writing shall be given, by the Party or Parties intending to commence and prosecute such Action, Suit, Information, or other Proceeding, to the intended Defendant or Defendants, nor unless such Action, Suit, Information, or other Proceeding shall be brought or commenced within Three Calendar Months next after the Fact committed, (or in case there shall be a Continuation of Damage, then within Three Calendar Months next after the doing or committing such Damage shall have ceased,) nor unless

Limitations  
of Action.

[*Local.*]

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such Action, Suit, or Information shall be laid and brought in the County or Place where the Matter in dispute or Cause of Action shall arise; and the Defendant or Defendants in such Action, Suit, Information, or other Proceeding may plead the General Issue, and give this Act and the special Matter in Evidence, at any Trial to be had thereupon, and that the Acts were done or omitted to be done in pursuance of or by the Authority of this Act; and if it shall so appear, or if it shall appear that such Action, Suit, Information, or other Proceeding hath been brought otherwise than as herein-before directed, then and in every such Case the Jury shall find for the Defendant or Defendants; upon which Verdict (or if the Plaintiff or Plaintiffs shall become nonsuited, or shall suffer a Discontinuance of his, her, or their Action, Suit, Information, or other Proceeding after the Defendant or Defendants shall have appeared thereto, or if a Verdict shall pass against the Plaintiff or Plaintiffs therein, or if, upon Demurrer or otherwise, Judgment shall be given against the Plaintiff or Plaintiffs,) the Defendant or Defendants shall have his, her, or their Costs, and shall have such Remedy for Recovery thereof as Defendants have for recovering Costs of Suit at Law in any other Cases.

Plaintiff not  
to recover  
after Tender  
of Amends.

CCXV. And be it further enacted, That no Plaintiff shall recover in any Action for any Irregularity, Trespass, or other wrongful Proceeding made or committed in the Execution of this Act, or in, under, or by virtue of any Power or Authority hereby given, if Tender of sufficient Amends shall have been made, by or on behalf of the Party or Parties who shall have committed such Irregularity, Trespass, or other wrongful Proceeding, before such Action brought; and in case no Tender shall have been made, it shall be lawful for the Defendant or Defendants in any such Action, by Leave of the Court where such Action shall depend, at any Time before Issue joined, to pay into Court such Sum or Sums of Money as he, she, or they shall think fit, whereupon such Proceedings, Order, and Adjudication shall be had and made, in and by such Court, as in other Actions where Defendants are allowed to pay Money into Court.

General  
Power to  
Justices to  
administer  
Oaths.

CCXVI. And be it further enacted, That in all Cases in which any Justice or Justices of the Peace is or are authorized by this Act to examine any Person or Persons, or to take cognizance of or to hear or determine any Matter or Complaint, it shall be lawful for such Justice or Justices, and he and they is and are hereby required, to administer an Oath to or to receive the Affirmation of any Person or Persons, before he, she, or they shall be examined by or before such Justice or Justices.

Rules for  
Construction  
of certain  
Terms of the  
Act.

CCXVII. And be it further enacted, That wherever in this Act any Word or Words is or are used or employed importing the Singular Number or the Masculine Gender only, such Word or Words shall extend to and shall be construed to include and mean (and in Cases of Nomination, Election, or Appointment, to authorize the Appointment of) several Persons as well as One Person, and Females as well as Males, and a Body or Bodies Politic, Corporate, or Collegiate, Corporation or Corporations Aggregate or Sole, as well as Individuals, unless it be herein otherwise specially directed or provided for.

CCXVIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the King's most Excellent Majesty, His Heirs and Successors, as well in right of His Crown as in right of His Duchy of *Lancaster*, nor to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities of the Mayor, Bailiffs, and Burgesses of the Borough and Town of *Liverpool*.

Saving Rights  
of His Ma-  
jesty and of  
Corporation  
of *Liverpool*.

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

The SCHEDULE to which the foregoing Act refers.

COUNTY OF LANCASTER.

*Township of Warrington in the Parish of Warrington.*

| Owners or reputed Owners.     | Lessees.  | Occupiers.  | Description of Property.  |
|-------------------------------|---|---|---|
| John Wilson Patten Esq., M.P. | Dios Santos, Thomas Barker, and Richard Ainsworth | Thomas Barker and Richard Ainsworth   | Plantation, Field, Garden, Factory, Reservoir, Steam Engine, Yards, Outbuildings, &c. |
| Ditto                         | Dios Santos                                       | - - -   | Unoccupied Factory, Yard, &c.   |
| Ditto                         | Dios Santos, Thomas Barker, and Richard Ainsworth | William Greenhalgh, Mary Tickle, William Rhode, Ellen Monkhouse, John Gaskell, James Tickle, Henry Bagshaw, John Greenhalgh, Richard Lythegoe, William Shaw, Thomas Cawley, Cathraine Tickle, James Hankinson, James Massey, Charles King, Mary Lowe, Thomas Wowell, James Brimilaw | Cottages, Yards, &c.  |
| Ditto                         | - - -   | Thomas Percival   | Garden.   |

COUNTY OF CHESTER.

*Township of Lower Walton in the Parish of Runcorn.*

|  |       |  |             |
|--|-------|--|-------------|
| The Mersey and Irwell Navigation Company | - - - | The Mersey and Irwell Navigation Company | Plantation. |
|--|-------|--|-------------|

*Township of Acton Grange in the Parish of Runcorn.*

|                    |       |   |                       |
|--------------------|-------|---|-----------------------|
| Sir Richard Brooke | - - - | James Wright                                    | Willow Croft.         |
| Ditto              | - - - | Joseph Taylor, John Pemberton, and John Andrews | Cottages and Gardens. |
| Ditto              | - - - | John Hindley and James Hunt                     | Ditto - Ditto.        |



| Owners or reputed Owners.   | Lessees.       | Occupiers.  | Description of Property.                      |
|---|----------------|---|---|
| <i>Township of Moore in the Parish of Runcorn.</i>                                |                |   |   |
| Dennis Milner -   | John Cawley -  | Ann Cawley -  | Orchard.                                      |
| Ditto -   | - - -          | Ditto -   | Farm-yard and Buildings.                      |
| Peter Heron Esquire -   | John Jackson - | John Jackson -  | Ditto - Ditto.                                |
| <i>Township of Kekewick in the Parish of Runcorn.</i>                             |                |   |   |
| The Representatives of the late Henry Charles Aston Esquire. } - - - -            |                | Robert Hatton -   | House, Outbuildings, Garden, and Orchard.     |
| Ditto - - - -   |                | The Overseers of Kekewick                                     | Ditto.  |
| Ditto - - - -   |                | Samuel Ashby -  | Cottage and Garden.                           |
| Ditto - - - -   |                | Thomas Dunbabin -   | House, Outbuildings, and Gardens.             |
| Ditto - - - -   |                | Peter Whittle and Isaac Johnson -                             | Cottages and Gardens.                         |
| Ditto - - - -   |                | John Hollinsworth -   | House, Outbuildings, Garden, and Orchard.     |
| <i>Township of Norton in the Parish of Runcorn.</i>                               |                |   |   |
| Sir Richard Brooke -  | John Acton -   | William Percival -  | Two Cottages and Gardens, One unoccupied.     |
| Ditto - - - -   | - - - -        | John Welsby -   | Garden and Orchard.                           |
| <i>Township of Preston-on-the-Hill in the Parish of Runcorn.</i>                  |                |   |   |
| Thomas Brock Yates Esq. or the Trustees of Francis Duke of Bridgewater deceased - | - - - -        | William Massey -  | House, Shippon, Piggery, Cottage, and Garden. |
|   |                | William Fryer -   | Garden.                                       |
|   |                | Robert Collier -  | Ditto.  |
|   |                | William Speed and Thomas Coupe -                              | Two Cottages and Gardens.                     |
|   |                | James Coupe -   | Croft.  |
| Thomas Brock Yates Esq. -   | - - - -        | Isaac Pickering and Richard Kirkman -                         | Two Cottages and Gardens.                     |
| Ditto - - - -   |                | John Turner -   | House and Garden.                             |
| Ditto - - - -   |                | William Fryer -   | Ditto.  |
| Ditto - - - -   |                | Thomas Jackson -  | Garden.                                       |
| Ditto - - - -   |                | Richard Fryer -   | Woodland.                                     |
| <i>Township of Aston in the Parish of Runcorn.</i>                                |                |   |   |
| The Representatives of the late Henry Charles Aston Esquire. -                    | - - - -        | The Representatives of the late Henry Charles Aston Esquire - | Wood, called Bird's-wood.                     |
| <i>Township of Dutton in the Parish of Runcorn.</i>                               |                |   |   |
| Peter Langford Brook Esq. -   | - - - -        | Peter Langford Brook Esq. -                                   | Woodland.                                     |
| <i>Township of Dutton in the Parish of Great Budworth.</i>                        |                |   |   |
| Peter Langford Brook Esq. -   | - - - -        | Charles Ashton James Norman and Thomas Norman -               | Cottages, Gardens, and Yard.                  |

[ Local. ]

7 X

| Owners or reputed Owners.  | Lessees.         | Occupiers.                                | Description of Property.                      |
|--|------------------|---|---|
| <i>Township of Hartford in the Parish of Great Budworth.</i>                   |                  |   |   |
| James Royds Esquire  | - - - -          | James Royds Esquire -                     | Woodland.                                     |
| J. T. Foord Esquire -  | - - - -          | J. T. Foord Esquire -                     | Ditto.  |
| <i>Township of Acton in the Parish of Weaverham.</i>                           |                  |   |   |
| Ralph Leycester Esquire  | - - - -          | Thomas Dale -                             | Woodland.                                     |
| Nicholas Ashton Esquire  | - - - -          | John Hazlehurst -                         | Woodland, Garden, House,<br>and Outbuildings. |
|  |                  | Richard Woodward -                        |   |
|  |                  | Nicolas Ashton Esquire -                  |   |
| John Rowland -   | - - - -          | John Rowland -                            | Orchard, Cottage, and<br>Garden.              |
| James Woodyer or }<br>Thomas Yould - }   | - - - -          | Thomas Yould -                            | Cottage, Garden, and<br>Orchard.              |
| <i>Township of Weaverham in the Parish of Weaverham.</i>                       |                  |   |   |
| Nicholas Ashton -  | - - - -          | Richard Hornby -                          | Plantation.                                   |
| <i>Township or Hamlet of Gorstage in the Parish of Weaverham.</i>              |                  |   |   |
| John and William }<br>Chrime - }   | - - - -          | William Chrime -                          | Plantation.                                   |
| <i>Township or Hamlet of Sandiway in the Parish of Weaverham.</i>              |                  |   |   |
| James Conchie -  | - - - -          | James Conchie -                           | Garden and Orchard.                           |
| <i>Township of Weaverham in the Parish of Whitegate (otherwise Newchurch).</i> |                  |   |   |
| Nicholas Ashton -  | - - - -          | Lady Brook -                              | Plantation.                                   |
| Ditto -  | - - - -          | Richard Hornby -                          | Field or Paddock.                             |
| <i>Township of Eaton in the Parish of Davenham.</i>                            |                  |   |   |
| Lord Delamere -  | - - - -          | Lord Delamere -                           | Plantations.                                  |
| Ditto -  | - - - -          | William Dodd -                            | Garden and Orchard.                           |
| <i>Township of Moulton in the Parish of Davenham.</i>                          |                  |   |   |
| Lord Delamere -  | - - - -          | Lord Delamere -                           | Plantation.                                   |
| Ditto -  | - - - -          | Thomas Moseley -                          | Farm-house, Orchard,<br>and Gardens.          |
|  |                  | James France France -                     |   |
| James France France  | - - - -          | James France France -                     | Plantations.                                  |
| <i>Township of Wharton in the Parish of Davenham.</i>                          |                  |   |   |
| Josiah Perrin -  | - - - -          | Josiah Perrin -                           | Garden, Cowhouses, &c.                        |
| Benjamin, Jonathan,<br>and Samuel Bes- }<br>wick - }                           | - - - -          | Peter Massey and }<br>Charles Hashall - } | Two Cottages and Gar-<br>dens.                |
| John Dudley -  | - - - -          | Richard Dudley -                          | Plantation and Paddock.                       |
| Ditto -  | - - - -          | John Dudley -                             | Plantation.                                   |
| Ditto -  | - - - -          | George and William }<br>Robinson - }      | Garden, Farm-yard, &c.                        |
| <i>Township of Clive in the Parish of Middlewich.</i>                          |                  |   |   |
| George Wilbraham -   | William Farham - | Joseph Moss and }<br>Charles Hashall - }  | Two Cottages and Gardens.                     |
| Ditto -  | - - - -          | John Latham -                             | Farm-house and Out-<br>buildings.             |

| Owners or reputed Owners.  | Lessees.                      | Occupiers.                    | Description of Property.   |
|--|-------------------------------|-------------------------------|--|
| The University of Cambridge  | Thomas Latham                 | Thomas Latham                 | House, Yard, and Outbuildings.                                   |
| Peter Oakes  | - - -                         | Joseph Yearsley               | Farm-house, Yard, and Outbuildings.                              |
| <i>Township of Wimboldsley in the Parish of Middlewich.</i>              |                               |                               |  |
| George and James Sidebottom  | - - -                         | George and James Sidebottom   | Woodland.  |
| Ditto  | - - -                         | Thomas Hesketh                | Garden.  |
| Ditto  | - - -                         | Thomas Williams               | Garden.  |
| <i>Township of Minshull Vernon in the Parish of Middlewich.</i>          |                               |                               |  |
| Edward Lloyd   | - - -                         | Edward Lloyd                  | Plantations.   |
| Ditto  | - - -                         | Samuel Picken                 | Barn, Cowhouse, Fold, Stack-yard, Farm-yard, House, Orchard, &c. |
| <i>Township of Church Coppenhall in the Parish of Church Coppenhall.</i> |                               |                               |  |
| Thomas Parker  | - - -                         | Thomas Parker                 | House, Garden, and Orchard.                                      |
| Peter Holland senior   | Peter Holland junior          | Samuel Stubbs                 | Garden, Croft, House, Outbuildings, &c.                          |
| Mary Scragg  | - - -                         | Samuel Mason                  | Cottage and Garden.  |
| <i>Township of Monks Coppenhall in the Parish of Church Coppenhall.</i>  |                               |                               |  |
| Richard Eddleston  | - - -                         | Richard Eddleston             | Plantations.   |
| <i>Township of Crewe in the Parish of Barthomley.</i>                    |                               |                               |  |
| Lord Crewe   | - - -                         | William Emberton              | Barn, Cowhouse, Fold, Stack-yard, House, and Gardens.            |
| Ditto  | - - -                         | John Sherratt                 | Garden.  |
| Ditto  | Thomas Beech                  | William Beech                 | Cottage and Garden.  |
| Ditto  | Ditto                         | George Thornhill              | Ditto.   |
| <i>Township of Basford in the Parish of Wybunbury.</i>                   |                               |                               |  |
| Sir John Broughton   | - - -                         | Sir John Broughton            | Woodland.  |
| Ditto  | - - -                         | Thomas Norbury                | Cottage and Garden.  |
| Ditto  | - - -                         | William Coomer                | Orchard and Garden.  |
| Ditto  | - - -                         | Mary Woolrich                 | House, Barn, Fold, Yard, and Garden.                             |
| Ditto  | Mrs. Fubor and William Cormer | Stephen and Samuel Growcott   | Two Cottages, Gardens, Wheelwright's Shop, &c.                   |
| <i>Township of Chorlton in the Parish of Wybunbury.</i>                  |                               |                               |  |
| Sir J. Broughton   | - - -                         | Thomas Platt and James Walker | Two Cottages and Gardens.  |
| Sir John Delves Broughton Baronet  | - - -                         | James Hulse and Ellen Walker  | House and Garden.  |
| Ditto  | - - -                         | James Hulse                   | Garden.  |
| Ditto  | - - -                         | John Maddox                   | House and Garden.  |
| Ditto  | - - -                         | Ditto                         | Orchard and Buildings.   |
| Ditto  | - - -                         | Ditto                         | Garden.  |

| Owners or reputed Owners.                | Lessees. | Occupiers.          | Description of Property. |
|--|----------|---------------------|--------------------------|
| Sir John Delves }<br>Broughton Baronet } | - - - -  | John Parton - - -   | Barn.                    |
| Ditto - - -                              | - - - -  | Charles Garnett - - | Cowhouses.               |
| Ditto - - -                              | - - - -  | Ditto - - -         | Orchard.                 |
| Ditto - - -                              | - - - -  | James Whitmore - -  | Garden.                  |

*Township of Blakenhall in the Parish of Wybunbury.*

|  |         |                                       |             |
|--|---------|---------------------------------------|-------------|
| Sir John Delves }<br>Broughton Baronet } | - - - - | { Sir John Delves Broughton Baronet } | Plantation. |
|--|---------|---------------------------------------|-------------|

COUNTY OF STAFFORD.

*Township of Madeley in the Parish of Madeley.*

|  |  |   |                                |
|--|--|---|--------------------------------|
| Thomas Earl of Wilton - - -                              | - - - -                                      | Thomas Earl of Wilton                             | Wood.                          |
| The Hon. Elizabeth Emma Cunliffe }<br>Offley - - -       | - - - -                                      | { The Hon. Elizabeth Emma Cunliffe Offley }       | Plantation.                    |
| Ditto - - -  | - - - -                                      | Ditto - - -                                       | Ditto.                         |
| Ralph Sneyd - - -  | - - - -                                      | John Rowley - - -                                 | Ditto.                         |
| The Honourable Elizabeth Emma Cunliffe Offley }<br>- - - | - - - -                                      | { The Honourable Elizabeth Emma Cunliffe Offley } | Ditto.                         |
| Ditto - - -  | - - - -                                      | Ditto - - -                                       | Ditto.                         |
| Ralph Sneyd - - -  | - - - -                                      | John Rowley - - -                                 | Ditto.                         |
| Ditto - - -  | - - - -                                      | Ditto - - -                                       | Ditto.                         |
| The Honourable Elizabeth Emma Cunliffe Offley }<br>- - - | - - - -                                      | George Mountford - -                              | Garden.                        |
| Ditto - - -  | - - - -                                      | Ditto - - -                                       | House, Buildings, and Orchard. |
| Ditto - - -  | - - - -                                      | Thomas Malpas - - -                               | House and Garden.              |
| Ditto - - -  | - - - -                                      | Edward Malpas - - -                               | Cottage and Garden.            |
| Daniel Morris - - -                                      | Thomas Brownsword and Elizabeth Brownsword } | { Thomas Brownsword - -                           | Iron-foundry.                  |
| Weston Yonge - - -                                       | - - - -                                      | Thomas Proudlove - -                              | Orchard.                       |
| The Honourable Elizabeth Emma Cunliffe Offley }<br>- - - | - - - -                                      | Samuel Bateman - - -                              | Orchard.                       |
| Ditto - - -  | - - - -                                      | Ditto.  | Garden and Buildings.          |

*Township of Whitmore in the Parish of Whitmore.*

|                         |         |                     |                                 |
|-------------------------|---------|---------------------|---------------------------------|
| Sarah Mainwairing - - - | - - - - | John Peake - - -    | { House, Garden, and Cowhouse.  |
| Ditto - - -             | - - - - | Thomas Oliver - - - | Garden.                         |
| Ditto - - -             | - - - - | Ditto - - -         | { House, Garden, and Cowhouse.  |
| Ditto - - -             | - - - - | Moses Mason - - -   | Garden.                         |
| Ditto - - -             | - - - - | Ditto - - -         | Ditto.                          |
| Ditto - - -             | - - - - | Ditto - - -         | { House, Garden, and Buildings. |
| Ditto - - -             | - - - - | James Bate - - -    | Ditto.                          |
| Ditto - - -             | - - - - | Joseph Myatt - - -  | Ditto.                          |

*Township of Hill Chorlton in the Parish of Eccleshall.*

|   |         |  |                                 |
|---|---------|--|---------------------------------|
| William Tomlinson, }<br>Mary Tomlinson, and }<br>Edward Clewlow - - } | - - - - | { Thomas Birkin and Edward Clewlow - } | Two Cottages and Gardens.       |
| Ditto - - -   | - - - - | Henry Clewlow - - -                    | { House, Buildings, and Garden. |

| Owners or reputed Owners.                    | Lessees. | Occupiers.      | Description of Property.            |
|--|----------|-----------------|-------------------------------------|
| Duke of Sutherland -                         | - - - -  | Charles Beech - | Stack-yard.                         |
| Ditto -                                      | - - - -  | Ditto -         | Garden.                             |
| Ditto -                                      | - - - -  | Ditto -         | Mill-pool.                          |
| Ditto -                                      | - - - -  | Ditto -         | Mill-house, Buildings,<br>and Fold. |
| The Reverend Henry }<br>Delves Broughton - } | - - - -  | Moses Pepper -  | Blacksmith's Shop.                  |

*Township of Chapel Chorlton in the Parish of Eccleshall.*

|  |         |                 |   |
|--|---------|-----------------|---|
| The Reverend Henry }<br>Delves Broughton - } | - - - - | Richard Reade - | Garden.                                     |
| Ditto -                                      | - - - - | Ditto -         | House, and Buildings,<br>Garden, and Yards. |
| Ditto -                                      | - - - - | Ellen Burgess - | Ozier Bed.                                  |

*Township of Cotes in the Parish of Eccleshall.*

|   |         |                    |  |
|---|---------|--------------------|--|
| John Cartlidge -  | - - - - | Void -             | House, Buildings, and<br>Garden.             |
| Robert Bedson and }<br>Mary Bedson - }  | - - - - | Mary Bedson -      | House and Garden.                            |
| Thomas Eardley -  | - - - - | Thomas Eardley -   | House and Garden.                            |
| Samuel Woolridge -  | - - - - | Samuel Woolridge - | Ditto.                                       |
| Richard Turner -  | - - - - | Richard Turner -   | Ditto.                                       |
| John Bate -   | - - - - | John Simpkin -     | Ditto.                                       |
| Ditto -   | - - - - | George Cook -      | Ditto.                                       |
| Ditto -   | - - - - | Peter Robinson -   | Garden.                                      |
| Ditto -   | - - - - | Ditto -            | House and Garden.                            |
| Ann Alcock -  | - - - - | Ditto -            | Garden.                                      |
| Churchwardens and }<br>Overseers of Standon }<br>Parish - }                               | - - - - | Ann Alcock -       | House and Garden.                            |
| John Bate, Surveyor of }<br>Highways, and James }<br>Dixon, Surveyor of }<br>Highways - } | - - - - | Edward Simpkin -   | Ditto.                                       |
| John Cotes -  | - - - - | John Turner -      | Ditto.                                       |
| Ditto -   | - - - - | James Dixon -      | Ditto.                                       |
| John Stevenson Salt -   | - - - - | - - - -            | Sand-pit and Stone-quarry.                   |
| Ditto -   | - - - - | Mary Cliffe -      | House and Garden.                            |
| Mary Monte -  | - - - - | Ditto -            | Garden.                                      |
| Charles Horsefall Bill  | - - - - | John Thompson -    | House and Garden.                            |
| Ditto -   | - - - - | James Cliffe -     | Ditto.                                       |
|   | - - - - | Mary Monte -       | Garden.                                      |
|   | - - - - | Sarah Read -       | House, Buildings, Fold-<br>yard, and Garden. |
|   | - - - - | Ditto -            | Garden.                                      |

*Township of Mill-Meese in the Parish of Eccleshall.*

|                        |         |   |                          |
|------------------------|---------|---|--------------------------|
| Charles Horsefall Bill | - - - - | Joseph Wallers -                            | Stack-yard.              |
| Ditto -                | - - - - | Ditto -                                     | Garden.                  |
| Ditto -                | - - - - | Ditto -                                     | Ditto.                   |
| Ditto -                | - - - - | Ditto -                                     | Ditto.                   |
| Ditto -                | - - - - | William Manley, Mary }<br>Pilsbury - }      | House and Garden.        |
| Ditto -                | - - - - | Ditto -                                     | Stack-yard.              |
| Ditto -                | - - - - | Ditto -                                     | Buildings and Fold-yard. |
| Ditto -                | - - - - | Ditto -                                     | Garden.                  |
| Ditto -                | - - - - | James Hawley -                              | Orchard.                 |
| John Cotes -           | - - - - | Joseph Wallers -                            | Orchard.                 |
| Ditto -                | - - - - | Joseph Wallers and }<br>William Bennett - } | Garden.                  |
| Charles Horsefall Bill | - - - - | William Manley and }<br>Mary Pilsbury - }   | Buildings and Fold-yard. |

[Local.]

| Owners or reputed Owners.                                     | Lessees. | Occupiers.                                    | Description of Property.   |
|---|----------|---|--|
| Richard Smith - -   | - - - -  | Richard Smith - -                             | House and Garden.  |
| Ditto - -   | - - - -  | John Lowe - -                                 | Ditto.   |
| Moab Pye - -  | - - - -  | Sampson Taylor - -                            | { House, Garden, and<br>Blacksmith's-shop.                       |
| Ditto - -   | - - - -  | Thomas Talbott - -                            | House and Garden.  |
| Ditto - -   | - - - -  | John Burton - -                               | Garden.  |
| Ditto - -   | - - - -  | Ditto - -                                     | House and Garden.  |
| Ditto - -   | - - - -  | Thomas Bentley - -                            | Ditto.   |
| Ditto - -   | - - - -  | - - - -                                       | { Footway through Gar-<br>dens from Mill-Meese<br>to Cold-Meese. |
| <i>Township of Three-Farms in the Parish of Eccleshall.</i>   |          |   |  |
| Richard Alsop - -   | - - - -  | Richard Alsop - -                             | Plantation.  |
| Ditto - -   | - - - -  | Ditto - -                                     | Ditto.   |
| <i>Township of Chebsey in the Parish of Chebsey.</i>          |          |   |  |
| Richard Alsop - -   | - - - -  | Richard Alsop - -                             | Plantation and Pool.   |
| Earl of Lichfield - -   | - - - -  | Earl of Lichfield - -                         | Plantation.  |
| <i>Township of Walton in the Parish of Eccleshall.</i>        |          |   |  |
| Thomas William Giffard - -                                    | - - - -  | Thomas William Giffard - -                    | Plantation.  |
| Ditto - -   | - - - -  | Ditto - -                                     | Ditto.   |
| <i>Township of Seighford in the Parish of Seighford.</i>      |          |   |  |
| Francis Eld - -   | - - - -  | Francis Eld - -                               | Wood.  |
| <i>Township of Ranton in the Parish of Ranton.</i>            |          |   |  |
| Francis Eld - -   | - - - -  | Francis Eld - -                               | Plantation.  |
| <i>Township of Coton Clanford in the Parish of Seighford.</i> |          |   |  |
| David Anderson - -  | - - - -  | David Anderson - -                            | Plantation.  |
| <i>Township of Derrington, in the Parish of Seighford.</i>    |          |   |  |
| Alexander Baring - -  | - - - -  | Alexander Baring - -                          | Plantation.  |
| <i>Township of Bradley in the Parish of Bradley.</i>          |          |   |  |
| Devises in Trust of the<br>late Richard Bartlam } - - - -     | - - - -  | James Cotton - -                              | Orchard.   |
| <i>Township of Penkrige in the Parish of Penkrige.</i>        |          |   |  |
| William Congreve - -  | - - - -  | Charles Keeling - -                           | Garden.  |
| <i>Township of Water Eaton in the Parish of Penkrige.</i>     |          |   |  |
| William Brearley - -  | - - - -  | John Vickers - -                              | House, Shop, and Garden.   |
| Edward Monckton - -   | - - - -  | { Edward Monckton and<br>Henry Crichley - - } | Plantation and Pit.  |
| Ditto - -   | - - - -  | Edward Monckton - -                           | Plantation.  |
| <i>Township of Somerford in the Parish of Brewood.</i>        |          |   |  |
| Edward Monckton - -   | - - - -  | Edward Monckton - -                           | Wood.  |
| Ditto - -   | - - - -  | Benjamin Williams - -                         | House and Barn.  |
| Ditto - -   | - - - -  | Ditto - -                                     | Garden.  |
| Ditto - -   | - - - -  | Ditto - -                                     | Ditto.   |
| Ditto - -   | - - - -  | William Evans - -                             | Shop and Garden.   |
| Ditto - -   | - - - -  | { William Evans and<br>Richard Bowdler - - }  | Two Dwellings.   |
| Ditto - -   | - - - -  | Richard Bowdler - -                           | Garden.  |

| Owners or reputed Owners.                                      | Lessees.                            | Occupiers.  | Description of Property.  |
|--|-------------------------------------|---|---|
| <i>Township of Coven in the Parish of Brewood.</i>             |                                     |   |   |
| William Shenstone -  | - - - -                             | Rebecca Pretty -  | House, Building, and Garden.<br>Garden.<br>Ditto.<br>Ditto.<br>Cottage and Garden.<br>House and Garden. |
| Edward Monckton -  | - - - -                             | Samuel Broadbent -  |   |
| Ditto -  | - - - -                             | John Highfield -  |   |
| Ditto -  | - - - -                             | James Haden -   |   |
| Ditto -  | - - - -                             | Edward Leek -   |   |
| Ditto -  | - - - -                             | William Cope -  |   |
| <i>Township of Bushbury in the Parish of Bushbury.</i>         |                                     |   |   |
| Edward Monckton -  | - - - -                             | William Chambley -  | Orchard.  |
| Thomas Cooksey -   | - - - -                             | Thomas Cooksey -  | Garden.   |
| Provost and Fellows of Lincoln College, Oxford -               | Alexander Horden and Henry Horden - | Edward Chamberlain -  | Garden.   |
| Ditto -  |                                     | Ditto -   | Ditto -   |
| Ditto -  | Ditto -                             | Edward Chamberlain and John Rudge -   | Mill-pool.  |
| Richard Phillips -   | - - - -                             | Richard Phillips -  | Plantation.   |
| Ditto -  | - - - -                             | Richard Phillips -<br>George Roberts -<br>Charles Knox -<br>Thomas Billingsley -<br>Joseph Wheeldon -<br>Void -<br>Joseph Barnett -<br>William Bate - | Garden Ground.  |
| Richard Savage Pountney -                                      | - - - -                             | Richard Savage Pountney -   |   |
| <i>Township of Wednesfield in the Parish of Wolverhampton.</i> |                                     |   |   |
| The Lord of the Manor -  | - - - -                             | William Emery -   | Garden.   |
| Thomas Meredith -  | - - - -                             | Henry Smith -<br>Caroline Quinton -   | Two Houses, Shops, and Gardens.   |
| Richard Jordan -   | - - - -                             | Richard Jordan -  |   |
| Edward Neachell -  | - - - -                             | Edward Neachell -   | Garden.   |
| Ditto -  | - - - -                             | John Whitehouse -   | Ditto.  |
| Susannah Jebb -  | - - - -                             | Ann Evans -   | House and Garden.   |
| Ditto -  | - - - -                             | Susannah Jebb and Samuel Hadley -   | Two Houses and Gardens.   |
| Ditto -  | - - - -                             | Susannah Jebb -   | Garden.   |
| John Fryer -   | - - - -                             | Joseph Ash -  | Stack-yard and Buildings.   |
| Ditto -  | - - - -                             | Joseph Ash, Samuel Ames, James Fellows -  | Two Houses and Garden.  |
| <i>Township of Willenhall in the Parish of Wolverhampton.</i>  |                                     |   |   |
| John Clemson -   | - - - -                             | William Brough -  | House and Shop.   |
| <i>Township of Darlaston in the Parish of Darlaston.</i>       |                                     |   |   |
| Rebecca Bagott -   | - - - -                             | Rebecca Bagott -  | Two Houses and Gardens.   |
| William Corbett -  | - - - -                             | William Corbett -   |   |
| Thomas Bagott -  | - - - -                             | Thomas Bagott -   | House, Warehouse, and Garden.   |
| Joseph Cressall -  | - - - -                             | Thomas Burgess, William Bagott, Lydia Martin -  | Three Houses and Yard.  |
| Ditto -  | - - - -                             | Thomas Burgess -  | Garden.   |
| Ditto -  | - - - -                             | Thomas Cressall, Thomas Askey -   | Garden.   |
| Mary Bayley -  | - - - -                             | John Aston, William Jackson, Thomas Cressall, Thomas Askey, Joseph Yates -  | Five Houses & Shops.  |

| Owners or reputed Owners. | Lessees. | Occupiers.                          | Description of Property.      |
|---------------------------|----------|-------------------------------------|-------------------------------|
| Mary Bayley -             | -        | Joseph Yates -                      | Garden.                       |
| Alice Bridgwater -        | -        | Alice Bridgwater -                  | Yard.                         |
| George Green -            | -        | George Green -                      | House.                        |
| George Green -            | -        | Catherine Whoolley -                | House.                        |
| Thomas Belcher -          | -        | Thomas Belcher, Jo-<br>nah Foster - | Two Houses and Yards.         |
| Sarah Ruberry -           | -        | Sarah Ruberry -                     | Buildings and Yard.           |
| Ditto -                   | -        | Ditto -                             | House, Warehouse, and Garden. |
| Joseph Yates -            | -        | Joseph Yates -                      | House and Garden.             |
| Thomas Butler -           | -        | Thomas Burns -                      | Garden.                       |

*Township of Wednesbury in the Parish of Wednesbury.*

|  |   |   |  |
|--|---|---|--|
| Joseph Round -   | - | Daniel Cartwright -   | Garden.                                      |
| Ditto -  | - | Ditto -   | House.                                       |
| Ditto -  | - | Void -  | House and Garden.                            |
| Ditto -  | - | Void -  | Two Houses and Gardens.                      |
| Trustees of Turnpike<br>Road from Wednes-<br>bury to Walsall - | - | -   | Tollgate, House, and<br>Garden.              |
| Benjamin Spittle -   | - | Benjamin Spittle -  | House, Shop, and Garden.                     |
| Hannah Walker -  | - | Hannah Walker -   | House and Garden.                            |
| Mary Sheldon -   | - | Mary Sheldon -  | Ditto.                                       |
| Richard Dutton -   | - | Martha Babb, Joseph<br>Babb, Richard Dutton,<br>William Billingsley - | Four Houses, Outbuild-<br>ings, and Gardens. |
| Joseph Babb -  | - | Richard Dutton -  | Garden.                                      |
| Ditto -  | - | -   | -  |

*Township of Westbromwich in the Parish of Westbromwich.*

|                     |   |                     |                                    |
|---------------------|---|---------------------|------------------------------------|
| Earl of Dartmouth - | - | Earl of Dartmouth - | Wood.                              |
| Ditto -             | - | Job Smith -         | Outbuildings and Yard.             |
| Ditto -             | - | Ditto -             | Garden.                            |
| John Birch -        | - | Mary Birch -        | Cottage and Garden.                |
| Ditto -             | - | Void -              | Ditto.                             |
| Benjamin Hunt -     | - | Benjamin Hunt -     | Garden, House and<br>Shop, Garden. |

*Township of Great Barr in the Parish of Aldridge.*

|                     |   |                     |                 |
|---------------------|---|---------------------|-----------------|
| Mary Hill -         | - | Richard Smith -     | Stack-yard.     |
| Thomas Burbury -    | - | John Hutton -       | House & Garden. |
| Sir Edward Dolman - | - | Edward Blocksidge - | Ditto.          |
| Scott Baronet -     | - | -                   | -               |

*Township of Perry Barr in the Parish of Handsworth.*

|  |   |                     |                                   |
|--|---|---------------------|-----------------------------------|
| Thomas Jesson -  | - | George Bayley -     | Market Garden.                    |
| Ditto -  | - | John Wallsgrove -   | House, Garden, and<br>Plantation. |
| Trustees under the<br>Will of the late Bay-<br>ley Caddick - | - | George Bayley -     | Plantation.                       |
| Earl of Dartmouth -  | - | Thomas Hall -       | Wood.                             |
| John Stubbs -  | - | Earl of Dartmouth - | Cottage and Garden.               |
| Earl of Dartmouth -  | - | Thomas Atkins -     | Plantation.                       |
| William Matthison -  | - | Isaac Davis -       | Garden.                           |
| -  | - | Earl of Dartmouth - | -                                 |
| -  | - | William Matthison - | -                                 |



| Owners or reputed Owners.                                  | Lessees.   | Occupiers.                | Description of Property.             |
|--|--|---------------------------|--------------------------------------|
| <i>Township of Handsworth in the Parish of Handsworth.</i> |  |                           |                                      |
| Samuel Partridge -   | - - - -  | Samuel Partridge -        | Ozier Bed.                           |
| John Wilkes Unett -  | - - - -  | William Green -           | Clay Ground.                         |
| William Spencer -  | - - - -  | Mary Boddington -         | Garden.                              |
| Ditto -  | - - - -  | Ditto -                   | { Homestall, Stack-yard, and Garden. |
| Trustees of Hampton-in-Arden Charity Lands }<br>Ditto -    | Trustees under the Will of the late Lucy Sanders - | Howard Luckock -          | Plantation.                          |
| Trustees under the Will of the late Mark Sanders -         | Ditto -  | Ditto -                   | Garden Plantation.                   |
| Emanuel Heaton -   | - - - -  | Illidge Dolphin Mad-dox - | { Garden and Nursery Ground.         |
| Thomas Askey -   | - - - -  | George Smith -            | Market Garden.                       |

COUNTY OF WARWICK.

*Township of Aston in the Parish of Aston.*

|                              |                    |                    |   |
|------------------------------|--------------------|--------------------|---|
| Thomas Allarton -            | - - - -            | Charles Harwood -  | Market Garden.                            |
| Thomas Allarton -            | - - - -            | Thomas Allarton -  | { Private Road.                           |
| James Williams -             | - - - -            | Charles Harwood -  |   |
| Trustee of Richard Bewlay -  | - - - -            | James Williams -   | { Private Road.                           |
| Robert Selkirk -             | - - - -            | William Selkirk -  |   |
| John Turner -                | - - - -            | John Turner -      | { Private Road.                           |
| John Wilkes Unett -          | - - - -            | William Selkirk -  |   |
| Trustees of William Hicken - | - - - -            | William Hicken -   | { Private Road.                           |
| Thomas Allarton -            | - - - -            | Thomas Allarton -  |   |
| James Williams -             | - - - -            | Charles Harwood -  | { Private Road.                           |
| Trustee of Richard Bewlay -  | - - - -            | James Williams -   |   |
| Robert Selkirk -             | - - - -            | William Selkirk -  | { Private Road.                           |
| John Turner -                | - - - -            | John Turner -      |   |
| John Wilkes Unett -          | - - - -            | William Selkirk -  | { Part House and Garden.                  |
| John Wilkes Unett -          | - - - -            | William Selkirk -  |   |
| Robert Selkirk -             | - - - -            | William Selkirk -  | House and Garden.                         |
| Trustee of Richard Bewlay -  | - - - -            | Void -             | Ditto.                                    |
| James Williams -             | - - - -            | James Williams -   | Ditto.                                    |
| Thomas Allarton -            | - - - -            | Thomas Allarton -  | Potatoe Ground.                           |
| Ditto -                      | - - - -            | Ditto -            | { Outbuildings, Yard, and Carriage Drive. |
| George Heaton -              | - - - -            | George Heaton -    | House and Garden.                         |
| Thomas Bolton -              | Cornelius Robins - | Cornelius Robins - | House and Garden.                         |
| John Bratt -                 | - - - -            | John Bratt -       | House and Garden.                         |
| Samuel Potter -              | - - - -            | James Myring -     | Garden.                                   |
|                              |                    | Henry Phillips -   | Ditto.                                    |
|                              |                    | George Manton -    | Ditto.                                    |
|                              |                    | Edward Webb -      | Ditto.                                    |

[Local.]

7 Z





| Owners or reputed Owners.   | Lessees.      | Occupiers.            | Description of Property. |
|---|---------------|-----------------------|--------------------------|
| The Governors of<br>the Free Grammar<br>School of King Ed-<br>ward the Sixth in<br>Birmingham | Robert Dugard | Edward Matthews -     | Garden.                  |
|   |               | Robert Dugard - -     | Ditto.                   |
|   |               | Joseph Cutler - -     | Ditto.                   |
|   |               | Richard Whittington - | Ditto.                   |
|   |               | John Creswell - -     | Ditto.                   |
|   |               | William Baker - -     | Ditto.                   |
|   |               | Joseph Taylor - -     | Ditto.                   |
|   |               | Trustees of the late  | Ditto.                   |
|   |               | James Sheath - }      | Ditto.                   |
|   |               | Thomas Aston - -      | Ditto.                   |
|   |               | John Creswell - -     | Ditto.                   |
|   |               | William Nash - -      | Ditto.                   |
|   |               | George Dakin - -      | Ditto.                   |
|   |               | Hugh Dryhurst - -     | Ditto.                   |
|   |               | Isaac Bryan - -       | Ditto.                   |
| John Ashford - -  | Ditto.        |                       |                          |
| Edward Lewis - -  | Ditto.        |                       |                          |
| Peter Jones - -   | Ditto.        |                       |                          |

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