



ANNO QUINTO

GULIELMI IV. REGIS.

Cap. xxx.

An Act to amend the Acts relating to the *Manchester, Bolton, and Bury Canal Navigation and Railway*, and to make a Branch Railway to *Bolton*. [17th June 1835.]

WHEREAS an Act was passed in the First and Second Year of the Reign of His present Majesty King *William the Fourth*, intituled *An Act to enable the Company of Proprietors of the Canal Navigation from Manchester to Bolton and to Bury to make and maintain a Railway from Manchester to Bolton and to Bury in the County Palatine of Lancaster, upon or near the Line of the said Canal Navigation, and to make and maintain a collateral Branch to communicate therewith*: And whereas another Act was passed in the Second Year of the Reign of His present Majesty King *William the Fourth*, intituled *An Act to enable the Company of Proprietors of the Manchester, Bolton, and Bury Canal Navigation and Railway to alter some Parts of the said Canal Navigation, to alter and amend the Line of the said Railway, to make further collateral Branches thereto, and for amending the Powers and Provisions of the Act relating to the said Canal and Railway*: And whereas the said Company of Proprietors have proceeded to carry the said Acts into execution, but have not yet completed the Works and Lines and Branches authorized by the said Acts: And whereas a more advantageous Communication would be afforded to the Public between the Towns of *Manchester, Bolton, and Bury* respectively, if Powers were given to make, set out, and maintain the Branch herein-after mentioned, and to raise a further Sum of Money: And

[Local.]

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whereas

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

whereas some of the Powers and Provisions in the said recited Acts require to be altered and explained and extended, and further Powers and Provisions granted and made: And whereas the several Purposes herein-before mentioned cannot be carried into execution without the Aid and 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 this present Parliament assembled, and by the Authority of the same, That the said Two several herein-before recited Acts of His present Majesty King *William* the Fourth, and all the Powers, Provisions, Restrictions, Exemptions, Exceptions, Penalties, Forfeitures, Payments, Rules, Remedies, Directions, Articles, Matters, and Things therein respectively contained, shall (except so far as the same or any of them is or are hereby varied, altered, or repealed, or otherwise provided for,) extend and be construed to extend to this present Act, and shall operate and be in force for carrying this Act into execution, in as full, ample, and beneficial a Manner, to all Intents and Purposes whatsoever, as if the same had been herein repeated and adapted to the Purposes of this present Act.

Power to make a Branch from Clifton to Bolton.

II. And be it further enacted, That it shall and may be lawful to and for the said Company of Proprietors of the *Manchester, Bolton, and Bury* Canal Navigation and Railway, and they are hereby authorized and empowered, by themselves, their Deputies, Agents, Officers, Workmen, and Servants, in addition to the said Line of Railway and the several Branches therefrom by the said recited Acts respectively authorized to be made as aforesaid, to make, complete, and maintain a Branch Railway, commencing from the said Line of Railway authorized to be made between the Towns of *Manchester* and *Bolton* in the said County of *Lancaster*, from the Western Side of the Line of the said Railway at or near a certain House called *Clifton Hall*, in the Township of *Clifton* in the Parish of *Eccles*, belonging to *Benjamin Gaskell* Esquire, and now in the Occupation of the said Company of Proprietors, and extending to or passing through or into the several Parishes of *Eccles*, *Dean*, *Middleton*, and *Bolton* or *Bolton-le-Moors*, or some of them, all in the County of *Lancaster*, and also extending to or passing through or into the several Townships, Hamlets, Chapelries, or Places of *Clifton*, *Kersley* or *Kearsley*, *Farnworth*, *Great Lever*, and *Bolton* or *Great Bolton*, or some of them, all in the said County of *Lancaster*, and terminating at or near a certain Street called *Trinity Street*, on the Western Side of *Bradshaw Gate* in the Town and Parish of *Bolton*; and also to make, erect, execute, do, and perform all such Works, Matters, and Things as shall be requisite and convenient for making, completing, and maintaining the said Branch Railway in manner directed and subject to the Provisions and Directions contained in and according to the true Intent and Meaning of this Act.

Repeal of so much of last recited Act as relates to the Com-

III. And whereas by the said secondly herein-before recited Act it was further enacted that the said Company of Proprietors should and they were thereby required to make, construct, and complete so much of the intended Collateral Branch authorized by the first herein-before

before recited Act, and the necessary Sub-branches thereto, commencing at or near *Clifton* Aqueduct, and extending to or passing in and through the Township of *Clifton* in the Parish of *Eccles*, and through the said Townships of *Kearsley* and *Farnworth* in the Parish of *Dean*, as should extend from the Main Line of the said Railway authorized by the said recited Acts, or one of them, to the Vitriol Works in the Township of *Kearsley* aforesaid, situate and being near unto and contiguous to the said Collateral Branch, in such Time and Manner as that the same might and should be ready for the Passage of Waggons and Carriages upon the said last-mentioned Collateral Branch simultaneously with the Completion of the Main Line of the said Railway for the Passage of Waggons and other Carriages upon the same; and it was also by the said secondly herein-before recited Act further enacted, that the said Company of Proprietors should and they were thereby required to make, construct, and complete the intended Collateral Branch from and out of the Main Line of the said Railway from at or near *Strawberry Hill* in the Township of *Haulgh* or *Tong with Haulgh*, through the Township of *Great Lever*, to or near *Bradshaw Gate* in the Township of *Great Lever*, in such Time and Manner so that the same might and should be ready for the Passage of Waggons and other Carriages upon the said Branch Railway simultaneously with the Completion of the Main Line of the said Railway for the Passage of Waggons and other Carriages upon the same; be it further enacted, That so much of the said secondly herein-before recited Act as makes Provision that the said Two several Collateral Branches shall be ready for the Passage of Waggons and other Carriages simultaneously with the Completion of the Main Line of the said Railway for the Passage of Waggons and other Carriages shall be and the same is hereby repealed.

pletion of
Kearsley
Moor and
Bradshaw
Gate
Branches.

IV. And be it further enacted, That the said Company of Proprietors shall and they are hereby required to make, construct, and complete, from and out of the said Branch Railway to *Bolton* (authorized to be made by this Act) at or near *Unity Brook* in the said Township of *Clifton* or in the said Township of *Kearsley*, so much of the said intended Collateral Branch extending to or passing through the said Township of *Clifton*, and through the said Townships of *Kearsley* and *Farnworth*, as shall extend to the said Vitriol Works in the Township of *Kearsley* aforesaid, authorized to be made by the said recited Acts or one of them, in such Time and Manner as that the same may and shall be ready for the Passage of Waggons and other Carriages upon the said last-mentioned Collateral Branch from the said Vitriol Works unto and into the said intended Branch Railway to *Bolton* authorized by this Act to be made at or near *Unity Brook*, as aforesaid, within Two Years from and after the opening (for the Passage of Waggons and other Carriages) of the said Branch Railway, and so that the same Collateral Branch, at the Junction thereof with the said Branch Railway at or near *Unity Brook* as aforesaid, shall be of the same Level as the said Branch Railway at that Place, and in other respects be made, constructed, and completed on such Levels and with such Conveniences as the said Company of Proprietors may from Time to Time determine upon.

Kearsley
Moor
Branch to be
completed
in Two
Years after
opening of
Railway.

V. And

Line to
Hayes, Ha-
mer, and
Jackson's
Works to be
open in Two
Years after
opening of
Railway.

V. And be it further enacted, That the said Company of Proprietors shall and they are hereby required to make, construct, and complete so much of the said intended Railway to *Bolton* authorized by the said recited Acts or one of them to be made, commencing at or near certain Works in the Occupation of Messieurs *Hayes, Hamer, and Jackson*, in the Township of *Haulgh* or *Tong with Haulgh*, in the Parish of *Bolton-le-Moors*, and extending to and passing in or through the Townships of *Darcey Lever* and *Little Lever* in the said Parish of *Bolton-le-Moors*, the Township of *Pilkington* in the Parish of *Prestwich-cum-Oldham*, unto and into some Part of the said Branch Railway to *Bolton* authorized by this Act to be made in the said Township of *Clifton*, so that there shall be ready a Railway for the Passage of Waggon and other Carriages from at or near the said Works in the Occupation of the said Messieurs *Hayes, Hamer, and Jackson* unto and into some Part of the said Branch Railway to *Bolton* authorized by this Act to be made as aforesaid within Two Years from and after the opening (for the Passage of Waggon and other Carriages) of the said Branch Railway to *Bolton*.

Power to
raise addi-
tional Funds
by Calls.

VI. And whereas by the said first-recited Act it is enacted, that it should be lawful for the said Company of Proprietors and they are thereby authorized to raise, pay, and contribute among themselves, proportionably and rateably according to their several Shares in the said Company, any Sum or Sums of Money not exceeding in the whole the Sum of Two hundred and four thousand Pounds; and certain Provisions are therein contained for making and enforcing Calls in respect thereof: And whereas, after the passing of the said last-mentioned Act, it was proposed to make certain Additions and Alterations and Amendments to the said Railway, and to make further Collateral Branches thereto: And whereas by the said secondly in part recited Act, *videlicet*, the said Act of the Second Year of the Reign of His present Majesty, it was amongst other Things enacted, that it should be lawful for the said Company of Proprietors and they were thereby authorized to raise, pay, and contribute among themselves, proportionably and rateably according to their several Shares in the said Company, any further Sum or Sums of Money (over and above the said Sum of Two hundred and four thousand Pounds authorized to be raised by the said first-recited Act) not exceeding in the whole the Sum of Forty-six thousand Pounds, and that it should be lawful for the said Company of Proprietors, or for their Committee for the Time being, to make such Call or Calls for Money from the Proprietor or Proprietors of a Share or Shares in the said Company, in order to raise the said Sum of Forty-six thousand Pounds, and under such Regulations and Directions, and subject to such Powers, Provisions, and Restrictions, as were enacted and declared by the said first-recited Act touching the raising the said Sum of Two hundred and four thousand Pounds thereby authorized to be raised by the said Company; and such Sum or Sums of Money as should be so paid in respect of every Share in the said Company should be and the same were thereby declared to be consolidated with every such Share, and should entitle the respective Owners thereof to a proportionably increased Share of the Profits and Advantages of the said Company: And whereas the said Sums of Two hundred

hundred and four thousand Pounds and Forty-six thousand Pounds will not be sufficient to carry into effect the Extension of the said Railway which the said Company of Proprietors are hereinbefore empowered to make, together with the several Stations, Station-houses, Warehouses, locomotive and other Engines, Waggon and other Carriages, and Works authorized to be made by the said recited Acts and this Act, it is expedient that the said Company of Proprietors should be empowered to raise a further Sum in addition to the said Two Sums of Two hundred and four thousand Pounds and Forty-six thousand Pounds, for the Purpose of making, completing, and maintaining the said Branch Railway hereinbefore authorized to be made, and also the Stations, Station-houses, Warehouses, locomotive and other Engines, Waggon and other Carriages, and Works authorized to be made by the said recited Acts and this Act; be it further enacted, That it shall be lawful for the said Company of Proprietors and they are hereby authorized to raise, pay, and contribute among themselves, proportionably and rateably according to their several Shares in the said Company, any further Sum or Sums of Money (over and above the said Two Sums of Two hundred and four thousand Pounds and Forty-six thousand Pounds authorized to be raised by the said recited Acts) not exceeding in the whole the Sum of Two hundred and fifty thousand Pounds; and it shall be lawful for the said Company of Proprietors, or for their Committee for the Time being, to make such Call or Calls for Money from the Proprietor or Proprietors of a Share or Shares, in the said Company, in order to raise the said Sum of Two hundred and fifty thousand Pounds, and under such Regulations and Directions, and subject to such Powers, Provisions, and Restrictions, as are enacted and declared by the said recited Acts, touching the raising of the said Sum of Two hundred and four thousand Pounds and the said Sum of Forty-six thousand Pounds thereby authorized to be raised by the said Company; and such Sum or Sums of Money as shall be so paid in respect of every Share in the said Company shall be, and the same is and are hereby declared to be, consolidated with every such Share, and shall entitle the respective Owners thereof to a proportional increased Share of the Profits and Advantages of the said Company.

VII. Provided always, and be it further enacted, That in case the said Company of Proprietors shall raise any Part of the said Sum of Two hundred and four thousand Pounds authorized to be raised by Mortgage by the said hereinbefore first-recited Act, or the Whole or any Part of the said Sum of Two hundred and fifty thousand Pounds authorized to be raised by Mortgage by this Act, and shall afterwards be desirous of paying off the same or any Part thereof by raising the Money amongst themselves, it shall and may be lawful for the said Company of Proprietors, or their Committee for the Time being, after any Order of any General or Special Meeting of the said Company of Proprietors for that Purpose, and they are hereby fully authorized and empowered, to make such Call or Calls for Money from the Proprietor or Proprietors of a Share or Shares in the said Company, in order to raise the Sum or Sums so to be borrowed as aforesaid on Mortgage and proposed to be paid off, under such Regulations and Directions, and subject to such Powers,

Power to
to pay off
Mortgages.

[Local.]

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Provisions, and Restrictions, and to be consolidated as enacted and declared in the said recited Acts with reference to Calls thereby authorized to be made, as if such Sum or Sums of Money had not been borrowed as aforesaid.

Power to
borrow
Money.

VIII. And be it further enacted, That it shall and may be lawful for the said Company of Proprietors to borrow and take up at Interest from any Person or Persons, upon Mortgage of the Rates authorized to be collected by virtue of the said recited Acts and this Act, or any of them, the said Sum of Two hundred and fifty thousand Pounds hereby authorized to be raised, or so much thereof as to them shall seem meet and convenient; and the said Company of Proprietors, or their Committee for the Time being after any Order of any General or Special Meeting of the said Company of Proprietors for that Purpose, shall and they are hereby fully authorized and empowered to assign the Interest and Property of the said Company of Proprietors in the said Canal and Railway and other Works, and the Rates arising or to arise by virtue of the said recited Acts and this Act, or any of them, (the Costs and Charges of assigning the same to be paid out of the said Rates,) as a Security or Securities for any Sum or Sums of Money so to be borrowed, with Interest, to the Person or Persons who shall advance the same, or to his, her, or their Trustee or Trustees, by Mortgage, in like Manner and Form, and with, under, and subject to the like Powers and Directions for transferring every such Mortgage and registering the same, and to the like Remedies, Regulations, and Provisions touching and concerning the same, and the Interest to be thereby secured, and the Payment and Recovery thereof respectively, as are mentioned in and by the said first herein-before recited Act and the Act therein recited respecting the borrowing of Money on Mortgage, and the Securities to be made for the same, and Payment and Recovery thereof, as fully and effectually to all Intents and Purposes as if the same had been done in pursuance of the said first-recited Act and the Act therein recited, or either of them.

Interest to
be paid on
Calls.

IX. And be it further enacted, That all and every the Owners and Owner of any Share or Shares in the said Company of Proprietors shall be charged with and pay Interest at the Rate of Five Pounds *per Centum per Annum* on the Amount of every Call made on the said Owners or Owner in respect of each Share, from the Day each such Call shall be appointed or directed to be paid until the Day on which the same shall be paid; and such Interest shall be recovered in the same Manner as and as Part of every Call in respect of which such Interest shall accrue, under the Regulations, Powers, and Authorities contained in the said recited Acts and this Act touching the raising of Money by Calls.

Transfer of
Shares not
to be regis-
tered until
Calls paid.

X. And be it further enacted, That no Transfer of any Share in the said Company of Proprietors shall be registered pursuant to the Provisions of the said first-recited Act upon which Share any Call shall have been made, unless at the Time when such Transfer shall be required to be registered the Proprietor or Proprietors thereof shall have paid the full Sum of Money which shall have been called for, with
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the Interest due thereon, for or in respect of each Share the Transfer whereof shall be so required to be registered as aforesaid.

XI. And whereas it is expedient that some of the Provisions contained in the said recited Act of the First and Second Year of the Reign of His present Majesty with reference to the Company of Proprietors of the *Mersey* and *Irwell* Navigation should be altered; be it therefore enacted, That from and after the passing of this Act so much of the said recited Act of the First and Second Year of the Reign of His said present Majesty as enacted that it should be lawful for the said Company of Proprietors of the said Canal and intended Railway, and all and every other Persons or Person whatsoever navigating any Boat, Barge, or other Vessel upon the said Canal, or having or using any Waggon or other Carriage for the Conveyance of any Goods or Articles whatsoever on the said intended Railway, to unload and discharge the said Goods and Articles into and to navigate any Boat, Barge, or other Vessel with such Goods or Articles upon that Part of the said Rivers *Mersey* and *Irwell* Navigation between a Place called *Hunt's Bank* and the Weir called *Trostle Nest* in the Parish of *Manchester* aforesaid, and to load and unload at any Wharf, Quay, or Landing Place thereon, belonging or at any Time thereafter to belong to the said Company of Proprietors of the said old Rivers *Mersey* and *Irwell* Navigation, free from and without being liable to pay any Rate, Duty, or Tonnage whatsoever to the said Company of Proprietors of the said old Rivers *Mersey* and *Irwell* Navigation, and also that it should be lawful for the said Company of Proprietors of the said Canal and intended Railway, and all and every other Persons or Person whatsoever navigating any Boat, Barge, or other Vessel upon the said Canal, or having or using any Waggon or other Carriage for the Conveyance of Goods on the said intended Railway, to navigate any Boat, Barge, or other Vessel laden with Coals, Stone, Lime, Limestone, Ironstone, Flags, Sand, Gravel, Clay, Bricks, Tiles, Slates, or other Minerals or Matters gotten out of the Bowels of the Earth, which should be carried or conveyed in any Boats, Barges, or other Vessels passing from or into the said Canal into or from the said Rivers *Mersey* and *Irwell* Navigation, or which should be carried or conveyed in any Waggons or other Carriages upon the said intended Railway, and transferred from such Railway into any Boats, Barges, or other Vessels upon the said *Mersey* and *Irwell* Navigation, below the First Lock upon the same Rivers, upon Payment to the said Proprietors of the said Rivers *Mersey* and *Irwell* of such Sum as they should from Time to Time demand, not exceeding the Sum of One Penny Halfpenny *per Ton per Mile*, and so in proportion for every greater or less Distance than a Mile, shall be and the same is hereby repealed.

Repealing certain Provisions with reference to the *Mersey* and *Irwell* Navigation.

XII. And be it further enacted, That it shall be lawful for the said Company of Proprietors of the said Canal and Railway, and all and every Persons or Person whomsoever navigating any Boat, Barge, or other Vessel upon the said Canal, or having or using any Waggon or other Carriage for the Conveyance of any Goods or Articles whatsoever on the said Railway, to lock into and navigate any Boat, Barge, or other Vessel with any Goods or Articles whatsoever upon that

Regulating Passage into and upon the *Mersey* and *Irwell* Navigation.

that Part of the said *Mersey* and *Irwell* Navigation between the said Place called *Hunt's Bank* and the said Weir called *Trostle Nest Weir*, and to load and unload at any Wharf, Quay, or Landing Place thereon, belonging or at any Time hereafter to belong to the said Company of Proprietors of the said Canal and Railway, free from and without being liable to pay any Rate, Duty, or Tonnage whatsoever to the said Company of Proprietors of the *Mersey* and *Irwell* Navigation; and also that it shall be lawful for the said Company of Proprietors of the said Canal and Railway, and all and every Person or Persons whomsoever navigating any Boat, Barge, or other Vessel upon the said Canal, or having or using any Waggon or other Carriage for the Conveyance of any Goods on the said intended Railway, to navigate any Boat, Barge, or other Vessel laden with Coals, Stone, Lime, Limestone, Ironstone, Flags, Sand, Gravel, Clay, Bricks, Tiles, Slates, or other Minerals or Matters gotten out of the Bowels of the Earth, which shall be carried or conveyed in any Boats, Barges, or other Vessels passing from or into the said Canal into or from the said Rivers *Mersey* and *Irwell* Navigation, or which shall be carried or conveyed in any Waggon or other Carriages upon the said intended Railway, and transferred into any Boats, Barges, or other Vessels upon the said Rivers *Mersey* and *Irwell* Navigation below the First Lock upon the same River *Irwell*, upon Payment to the said Company of Proprietors of the *Mersey* and *Irwell* Navigation of such Sum as they shall from Time to Time demand, not exceeding the Sum of One Halfpenny *per Ton per Mile*, and so in proportion for every greater or less Distance than a Mile the said Coals, Stone, Lime, Limestone, Ironstone, Flags, Sand, Gravel, Clay, Bricks, Tiles, Slates, or other Minerals or Matters shall be carried and conveyed on the said *Mersey* and *Irwell* Navigation.

Plan and Book of Reference to remain deposited with the Clerk of the Peace, and be open to Inspection.

XIII. And whereas a Map and Plan describing the Line of the said Branch Railway by this Act authorized to be made, and describing the Lands and Grounds in, through, under, and upon which the said Branch Railway is intended to be carried or made, together with a Book of Reference thereto, containing a List of the Names of the Owners and Occupiers or reputed Owners and Occupiers of such Lands and Grounds, have been deposited with the Clerk of the Peace for the said County Palatine of *Lancaster*; be it therefore enacted, That the said Map or Plan and Book of Reference so deposited shall remain with and be kept by the said Clerk of the Peace, to the end that all Persons interested in such Lands or Grounds shall have Liberty to inspect and peruse and make Extracts from and Copies of the same, at all seasonable Times, paying to the said Clerk for every Inspection the Sum of One Shilling, and for Copies or Extracts from the said Book of Reference after the Rate of Sixpence for every One hundred Words; and the said Map or Plan and Book of Reference, or true Copies thereof or of so much thereof 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 Deviations from Plan.

XIV. And be it further enacted, That the said Company, in making the said intended Branch Railway by this Act authorized to be

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be made, shall not deviate or extend more than One hundred Yards from the Course or Direction thereof as delineated in the said Map or Plan, or in such Manner as to extend into the Lands or Grounds of any Person or Persons not mentioned in the said Book of Reference.

XV. Provided always, and be it further enacted, That no Deviation whatever to the East of the Course or Direction as delineated in the said Map or Plan shall be made by the said Company in that Part of the Line of the said intended Branch Railway which passes or is intended to pass through the Park and Plantations annexed to *Darley Hall* in the said Parish of *Dean*, belonging to *Benjamin Rawson* Esquire, so as to carry the said Line any nearer to the Mansion House of the said *Benjamin Rawson* called *Darley Hall* aforesaid, than the same is now represented on the said Map or Plan, without the previous Consent in Writing of the said *Benjamin Rawson*, his Heirs or Assigns, first obtained.

No Deviation to be made to the East of the Line marked in the Plan in passing through Mr. Rawson's Park.

XVI. Provided also, and be it further enacted, That nothing herein or in the said recited Acts contained shall be deemed or construed to authorize the said Company to make or erect any Buildings, Erections, or Works of any Description; or to set up or maintain any fixed Engine, upon or adjoining to any Part of the Line of the said intended Branch Railway within the said Park or Plantations of the said *Benjamin Rawson*, without such Consent in Writing as aforesaid previously obtained.

No Buildings &c. to be erected in Mr. Rawson's Park.

XVII. Provided always, and be it further enacted, That such Deviations shall not exceed Eight Yards within the Limits of the Lands and Hereditaments belonging to the said Earl of *Bradford* in the Township of *Great Bolton*, nor more than Eight Yards to the North-eastwards within the Limits of the Lands and Hereditaments belonging to the said Earl of *Bradford* in the Township of *Great Lever*, without the Consent of the said Earl, his Heirs or Assigns.

Deviation through the Lands of Lord Bradford limited.

XVIII. Provided always, and be it further enacted, That if it shall be made to appear to any One or more of His Majesty's Justices of the Peace acting in and for the said County Palatine of *Lancaster*, and be by him or them certified accordingly by Writing under his or their Hands, that the Messuages, Houses, Buildings, Lands, Tenements, or Hereditaments mentioned in the said Book of Reference, or in the Schedule to this Act annexed, or any Part of the same respectively, or any of the Persons in whose Possession or Occupation the same or any Part thereof are or is stated or described to be, or that any other Person or Party interested therein or in any Part thereof is or shall have been, by Mistake or otherwise, misnamed or incorrectly or insufficiently described, or that the Messuages, Houses, Buildings, Lands, Tenements, or Hereditaments which by this Act it is intended should be taken or used for the Purposes thereof, or any Part thereof, or the Owners or Proprietors thereof, or other Persons interested in any Manner therein, or any of them, are or shall have been omitted or left out of the said Book of Reference and Schedule, or misnamed, or not otherwise noticed or described, such Mistake, Misnomer, incorrect

Omission or Misnomers in Book of Reference not to obstruct the making of the Railway.

[Local.]

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Description, Omission, or Defect shall not prevent, hinder, or retard the Execution of this Act, or otherwise prevent or impede the Purchase of any and every of the said Messuages, Houses, Buildings, Lands, Tenements, or Hereditaments, or any Part or Parts thereof, under the Provisions of this Act; but the same shall and may be valued, sold, purchased, conveyed, and disposed of, and applied in the same Manner and under the same and the like Powers as are given by this Act or by the said recited Acts, or either of them, in other Cases, as fully and effectually, to all Intents and Purposes, as if the same were inserted and properly and accurately named in the said Book of Reference and in the Schedule to this Act annexed.

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

XIX. Provided also, and be it further enacted, That nothing herein contained shall extend to authorize the said Company, or any other Person acting by or under their Authority, to take, use, injure, or damage, for the Purposes of the said Branch Railway or other Works, or for any other of the Purposes aforesaid, any House or other Building which was erected or built on or before the Thirtieth Day of *November* One thousand eight hundred and thirty-four, or any Land or 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 planted and set apart as a Nursery for Trees, without the Consent in Writing of the Owner or Proprietor thereof or other Person interested therein respectively, other than and except such as are specified in the Schedule to this Act annexed.

Breadth of Land to be taken for the Branch.

XX. And be it further enacted, That the Lands and Grounds to be taken or used for the Purposes of this Act shall not exceed Twenty-two Yards in Breadth, except in such Places where any Branch of Communication with the same shall fall into or communicate with the Main Course of the said Railway or any Branch thereof, or where it shall be judged necessary for Waggons and other Carriages to turn, remain, stand in, lie, or pass each other, or for raising Embankments for crossing the Valleys or low Grounds, or in Cuttings, or where any fixed Steam or other Engine, Warehouses or other Buildings, Cranes or Weigh Beams, may be erected, or where any Place or Places may be set out or appropriated for the forming of a Wharf or Wharfs, Staith or Staiths, or for the Delivery or Reception of Coal, Merchandize, and other Articles which shall be conveyed on the said Branch Railway hereby authorized to be made, and not above One hundred and fifty Yards in Breadth in any Place, except at or near the Termination of the said Branch Railway within the Townships of *Clifton* and *Great Bolton*, and between the Main Line and the said Branch, where Places not exceeding One hundred and fifty Yards in Length by One hundred and fifty Yards in Breadth may be set out and appropriated for Wharfs, Warehouses, and Buildings, Yards, and Conveniences, and also except in Commons, Downs, or Waste Land, without the Consent in Writing of the Owners of Land or Hereditaments adjoining the said Branch hereby authorized to be made.

Power to purchase 15 Acres for Wharfs, &c.

XXI. And be it further enacted, That it shall be lawful for the said Company of Proprietors and they are hereby empowered to contract with any Body or Bodies Politic, Corporate, or Collegiate, Corporation or

or Corporations Aggregate or Sole, and any other Person or Persons whomsoever who shall be willing to sell the same, for the Purchase of any Lands, Messuages, Buildings, or Hereditaments, not exceeding in the whole Fifteen Statute Acres (in addition to the Quantity of Land by the said recited Acts authorized to be purchased), in such Place or Places as shall be deemed eligible and convenient for the Purpose of making, erecting, forming, and providing Stations, Yards, Staiths, Wharfs, Messuages, Warehouses, and other Buildings and Conveniences, and for the Purpose of receiving, lodging, depositing, and keeping Coal, Cattle, Goods, Merchandize, and other Things carried or conveyed, or intended so to be, upon the said Railway or the Branches therefrom, or for making convenient Roads, Avenues, or Ways leading thereto respectively; or for any Purpose whatsoever connected with the said Undertaking which the said Company shall deem expedient; and it shall be lawful for all Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, and all other Persons whomsoever, to sell and grant or convey to the said Company and their Successors any Lands, Messuages, Buildings, and Hereditaments whatsoever, for the Purposes last aforesaid, or any of them, in like Manner, and with and subject to the like Powers, Provisions, Limitations, Reservations, and Restrictions, (or so far as the same will apply,) as are mentioned and contained in the said recited Acts or either of them respecting the several Quantities of Land by the same Acts authorized to be purchased.

XXII. And be it further enacted, That it shall be lawful for the said Company of Proprietors and they are hereby empowered to sell and dispose of all or any of the Houses, Lands, or Hereditaments hereby required or authorized to be purchased, or any Part or Parts thereof respectively, and from Time to Time to purchase other Lands or Hereditaments for the Purposes aforesaid, and again to sell and dispose of the same, or any Part thereof, in like Manner as in the said recited Acts, or one of them, are or is contained with respect to any Lands or Hereditaments therein mentioned or referred to.

Power to re-sell Lands.

XXIII. 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 Common or Waste Land, or any other Lands which shall be charged with or be subject or liable to the Exercise of any Right or Privilege of Common thereupon, of what Nature or Kind soever, the Conveyance of such Common or Waste Land, or other Lands, by any Corporation or other Person 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 as the Corporations and Persons who are by this Act enabled to sell other Lands have in such Lands (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), 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 or Waste Land or other Lands, as fully and effectually as if every Person having Right of Common upon such Common or Waste Land or other Lands were seised thereof in

Waste Lands to be conveyed by the Lords of Manors.

Fee

Fee Simple in Possession, and had joined in and executed such Conveyance; 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 be determined by a Jury in case the Parties differ about the same, in like Manner as by the said first-recited Act is directed in other Cases of the like Nature,) shall be paid by the said Company to the Churchwardens for the Time being of the Parish wherein such Common or Waste Land shall be situate, and shall be by such Churchwardens received and applied for such general or public Purposes within the said Parish as a Vestry thereof, to be convened by such Churchwardens for that Purpose, shall direct; and in all Cases in which any such Commonable or other Right shall extend over and be exercised or enjoyed out of any other Lands than such Common or Waste Land, the Compensation for the Relinquishment thereof shall be paid to the Party having such Estate or Interest as aforesaid in the same Commonable or other Rights, or in any Lands whereunto the same shall be appendant or appurtenant, or otherwise, as the Case may require, shall be deposited in the Bank of *England* in manner by this Act directed in Cases of other Lands taken by the said Company: 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 it is not known to what Lord such Manor belongs, or in what Manor such Common or Waste Lands are situate, the Conveyance by Four at least of the Freeholders whose Lands (whether vested absolutely in them, or for such Estate as would capacitate them to convey such Lands if wanted for the Purposes of this Act,) entitle such Freeholders to Common Right in or over such Common or Waste Lands, and whose said Lands in the Rate for the Relief of the Poor amount in yearly Value to Three Fifth Parts at least of the whole of the Lands which have such Common Right, 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 such Common or Waste Lands.

Power to
purchase
Lands on
Chief Rents.

XXIV. And be it further enacted, That it shall be lawful for any Person who shall be seised in Fee as beneficial Owner of any Land authorized to be purchased for the Purposes of this Act or of the said recited Acts, or either of them, and who shall be willing to sell the same Lands for a perpetual Annual Rent Charge in lieu of a Sum in gross, to sell and convey the same Lands, or any Part thereof, for a perpetual Annual Rent Charge or perpetual Annual Rent Charges, in lieu of a Sum or Sums in gross, notwithstanding the same Lands or Hereditaments may, at the passing of this Act, be subject to any Contract for Sale to the said Company of Proprietors of the *Manchester, Bolton, and Bury* Canal Navigation and Railway, remaining unperformed, to bargain, sell, and convey the same Lands, and every or any Part thereof, unto the said Company, for and in consideration of an Annual Rent Charge or Annual Rent Charges payable by the said Company of Proprietors, their Successors and Assigns, to the Person or Persons so selling or conveying, his, her, or their Heirs and Assigns; and all such Sales and Conveyances shall be made at the Expence of the said Company in manner as herein-after mentioned, and may be
made

made according to the following Form, or as near thereto as the Number of the Parties and the Circumstances of the Case will admit :

I of in consideration of the Sum of Form of
Conveyance.
to [me] paid by the Company of Proprietors of the *Manchester, Bolton, and Bury* Canal Navigation and Railway, established and incorporated by an Act passed in the First and Second Year of the Reign of His Majesty King *William* the Fourth, intituled [*here set forth the Title of the Act*], do hereby grant and alien to the said Company of Proprietors all [*describing the Premises*], together with all Ways, Rights, and Appurtenances thereunto belonging, and all [my] Estate, Right, Title, and Interest in and to the same and every Part thereof, to hold the Premises to the said Company of Proprietors and their Successors for ever, according to the true Intent and Meaning of the said Act, and the several Acts for altering and amending and enlarging the same, and the Powers thereby given and created, they the said Company, their Successors and Assigns, yielding and paying unto [me] [my] Heirs or Assigns, one clear Yearly Rent of by equal [quarterly] or [half-yearly], as may be agreed on, Portions, henceforth on the [*stating the Days*] clear of all Taxes and Deductions. 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 good, valid, and effectual, 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 Interest so thereby conveyed; but although Terms shall be merged, they shall in Equity afford the same or the like Protection and Priority as if they were assigned and kept on foot in Trust for the Company and to attend the Reversion and Inheritance; and all such Yearly Rent Charges shall be recoverable by Action of Debt against the said Company of Proprietors, their Successors or Assigns, and also by and with the like Means and Manner as Rent Service reserved by and in Indentures of Lease for Years of Lands; and also that it shall be lawful for the said Company, by Deed under their Common Seal, in such Form as to them shall seem meet, to bargain, sell, and convey unto any Person or Persons whomsoever, for and in consideration of an Annual Rent Charge or Annual Rent Charges, payable as the said Company shall deem meet, to be issuing out of the Lands or Hereditaments sold, and which shall be recoverable in like Manner as any Rent Service reserved in any Indenture of Lease for Years of Lands, all such, so much, and so many of the Lands, Tenements, and Hereditaments within the Township of *Salford* which the said Company have already purchased or shall hereafter purchase under the said recited Acts and this Act, or any of them, as they shall deem unnecessary for the Purposes of the said Railway, and the Conveniences and Appurtenances thereto, for and during such Estate or respective Estates as the said Company shall have or can convey therein (and that without making any preliminary Offer of Sale unto any Person or Persons whose Lands, Tenements, or Hereditaments shall immediately adjoin to the Lands or Grounds so proposed to be sold, or any Part thereof);

[Local.]

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thereof); and that to every Rent Charge to be granted or reserved pursuant to this Clause unto the said Company, or unto any Person or Persons, shall be incident the usual Power of Entry into and upon and of Perception of the Rents and Profits of the Hereditaments out of which the same is to be issuing and the same shall be recoverable, by all other Means in which Rents Charge are recoverable, and also by Action of Debt in His Majesty's Court of Common Pleas at *Lancaster*, or in any other of His Majesty's Courts of Record, against the Person or Persons for the Time being seised of the Hereditaments whereout or wherefor such respective Rent Charge reserved by virtue hereof shall be expressed to be reserved.

Power to
Purchase
from the
Trustees of
the late
Duke of
Bridgwater.

45 G. 3. c. 81.

XXV. And whereas it is desirable for the Purposes of the said Company that they should be authorized and enabled to carry into effect a Proposal which has been made for purchasing, on the Terms hereinafter mentioned, or on such other Terms as may be agreed upon, the Lands and Hereditaments next hereinafter described or referred to from the Trustees of the Will of the Most Noble *Francis* late Duke of *Bridgwater*, acting in execution of the Powers of an Act made and passed in the Forty-fifth Year of the Reign of His Majesty King *George* the Third, intituled *An Act to enable the Trustees of the Will of the Most Noble Francis late Duke of Bridgwater to make Grants in Fee or for Years at reserved Rents of certain Parts of his Trust Estates lying near or adjoining his Canal in the Counties of Lancaster and Chester, for the Purpose of having Buildings erected thereon, and otherwise improving the same*; but the said Proposal cannot at present be carried into effect, from the Want of sufficient Power on the Part of the Trustees aforesaid to sell or of the said Company to purchase the said Lands and Hereditaments: And whereas in other Instances it may be desirable that the said Company should have further and extended Powers to purchase Lands and Hereditaments to the Effect hereinafter expressed; be it therefore enacted, That it shall and may be lawful for the said Trustees, or the Trustees for the Time being acting in the Execution of the said last-mentioned Act, but with such Consent and Approbation as in the last-mentioned Act is mentioned, to sell to the said Company for the Purposes of the said Company, and for the said Company to purchase from the said Trustees, all the Estate and Interest of the said Trustees, and of their Cestuique Trust, whether of Inheritance or Freehold, or for a Term or Terms of Years, of and in all those several Fields, Closes, Pieces or Parcels of Land or Ground situate in *Salford* in the County of *Lancaster*, commonly called or known by the Name of *Ringspiggot*, or of and in so much and such Parts and Portions thereof as have been or shall be agreed upon, and which said Lands, Grounds, and Premises called *Ringspiggot* (together with a triangular Close, Piece, or Parcel of Ground, also situate in *Salford* aforesaid, which has been some Time ago sold and disposed of by virtue of the Powers and Authorities given by the said last-mentioned Act,) are described in the Schedule mentioned and referred to by the same Act as follows; (that is to say,) "All those several Closes, Pieces, or Parcels of Ground commonly called or known by the Name of *Ringspiggot*, situate, lying, and being in the Township of *Salford* in the said Parish of *Manchester*, bounded by

by Lands of *Ashton Corson* and *Gore Booth* Esquires, and *Bayley, Tuchett, Harrison*, and Company, on or towards the South and South-east, and by Lands of *John Ashworth* on or towards the South-west, and by a Lane called *Hoatsea Lane* on or towards the North; and all that triangular Close, Piece, or Parcel of Ground, lying almost contiguous to the said last-mentioned Closes, bounded by the Road leading from *Liverpool* to *Manchester* on or towards the North-east, by Lands of Messieurs *Bateman, Sherrat*, and *Robinson* on or towards the West, and by *Hoatsea Lane*, dividing the said Close from the said last-mentioned Closes, on or towards the South; all which said Closes called *Ringspiggot* and the said triangular Piece contain together by Admeasurement Twenty-two Acres Two Roods and Nine Perches (N. B. Three Acres Two Roods and Eleven Perches, Part of the above, are held by Lease from the Warden and Fellows of *Manchester College* for a Term of Ninety-nine Years at an Annual Rent of One hundred and twenty-nine Pounds);” and that the Sale and Purchase hereby authorized to be made of the said Lands and Hereditaments shall and may be made and carried into effect upon the Terms, and subject to such Chief or Annual Rents or Rent Charges, Stipulations, Conditions, and Provisions as have been or shall be agreed upon between the said Trustees and the said Company of Proprietors; the said Yearly Rents respectively to be paid, free from any Deduction or Abatement thereout whatsoever, by equal Half-yearly Payments, on such Days respectively in each and every Year as have been or shall be agreed upon between the said Trustees and the said Company; and that if the said Yearly Rents or any Part thereof should at any Time be in arrear the same shall be recoverable by the said Trustees by Action of Debt, or by Distress, as in case of Rents reserved on a common Demise for Years, and if at any Time in arrear for the Space of Thirty Days, then by Entry upon the said Lands and Hereditaments, or any Part thereof, and Perception of the Rents and Profits thereof until the yearly Rent or Rents so in arrear, and the Expences attending such Entry and Perception of the Rents and Profits, shall be fully paid and satisfied to the said Trustees; and further, that the said Company shall purchase and hold the said Lands and Hereditaments subject unto, and shall pay and indemnify the said Trustees and the Estate of the said *Francis Duke of Bridgwater* of, from, and against, the Yearly Rents of Five Pounds and Twenty Pounds respectively, or a proportionate Part thereof, to which the said Freehold Lands and Hereditaments are liable, and of, from, and against, the Yearly Rent of One hundred and twenty Pounds, or One hundred and twenty-nine Pounds, to which the said Leasehold Lands and Premises are liable by virtue of the Conveyances and Lease respectively reserving the same, and of, from, and against the Performance of the Covenants, Conditions, and Agreements in such Conveyances and Lease respectively contained, and all other Rents, Incumbrances, and Liabilities whatsoever, so far as regards the Land and Hereditaments which shall or may be purchased and taken by the said Company of Proprietors; and that in case the said Company shall make Default in paying any of the said last-mentioned Yearly Rents, or observing the said last-mentioned Covenants, Conditions, and Agreements, the said Trustees may retain and reimburse them-

themselves all such Payments, Losses, and Expences as they may incur in consequence of such Default from and out of the Yearly Rents to be paid to them by the said Company as hereinbefore mentioned, and may recover the same of and from the said Company by such and the same Ways and Means of Action, Distress, Entry, or otherwise as are hereby authorized with respect to the Arrears of the said Yearly Rents so reserved or to be reserved as aforesaid; and further, that the said Trustees, or their Agent authorized in that Behalf, may enter into any Contract with the said Company in order to carry the said Proposal for Purchase by the said Company into effect, with Power, if it shall be deemed expedient, to add any other Stipulations, or to vary the Terms of the said proposed Sale in such Manner as may be agreed upon, which Contract or Contracts shall be binding as well upon the said Trustees as upon the said Company; and that a Conveyance or Conveyances, Assignment or Assignments, shall be executed for the Purpose of carrying the Contract so entered into into full Effect, which Conveyance or Assignment shall or may be in the Form or to the Effect hereinbefore set forth, or as near thereto as Circumstances may admit, and with the Addition of such Covenants, Agreements, and Provisions as may be determined and agreed upon between the Parties; which Conveyance or Conveyances, Assignment or Assignments, and the Covenants, Powers, Provisions, Stipulations, and Agreements therein contained, shall be effectual, to all Intents and Purposes whatsoever; and the said Company shall thereupon and thenceforth have, hold, and enjoy the said Lands and Hereditaments so to be conveyed and assigned respectively as aforesaid for all the Estate and Interest therein respectively of the said Trustees or Trustee for the Time being, or of the said Cestuique Trust, free from all Restrictions, Clauses, and Provisoes contained in the said hereinbefore-mentioned Act so made and passed in the Forty-fifth Year of the Reign of His Majesty King *George* the Third as aforesaid.

Purchase Money, &c. to be held subject to Trusts of the Will of the said Duke.

XXVI. And be it further enacted, That all and every the Rents and Rent which shall be reserved by every such Conveyance and Assignment as aforesaid, and all and every Sum and Sums of Money which shall be received by the said Trustees or Trustee for the Time being for or in respect of any such Purchase or Purchases as aforesaid, shall be received and held by them or him upon, under, and subject to the same or the like Trusts, and for the same or the like Estates, Ends, Intents, and Purposes, and under and subject to the same or the like Powers, Provisoes, and Declarations as are contained in the said Will of the said *Francis* Duke of *Bridgwater* deceased, of and concerning the Parcels of Land, Ground, Hereditaments, and Premises in respect of which such Rent or Rents respectively shall be reserved or such Sum or Sums of Money shall be received as aforesaid, or as near thereto as may be, and the Deaths of Parties, the Change of Interests, and other intervening Circumstances will admit.

Service of Committee.

XXVII. And be it further enacted, That at the next General Meeting of the said Company, which will be on the last *Thursday* in the Month of *June* which will be in the present Year of our Lord One thousand eight hundred and thirty-five, Five of the present Committee of Management of the said Company, to be chosen by Lot amongst themselves, shall go out of Office, and cease to be Committee-men of the said

said Company, and Five Persons shall be elected by the said Company to be Committee-men in their Place and Stead; and at the Yearly General Meeting of the said Company which will be on the last *Thursday* in the Month of *June* in the Year of our Lord One thousand eight hundred and thirty-six Five other of the now present Committee of Management of the said Company, to be chosen by Lot among themselves, shall go out of Office and cease to be Committee-men of the said Company, and Five Persons shall be elected by the said Company to be Committee-men in their Place and Stead; and that at the Yearly General Meeting of the said Company which will be on the last *Thursday* in the Month of *June* in the Year of our Lord One thousand eight hundred and thirty-seven the then remaining Members of the now present Committee of Management of the said Company shall go out of Office and cease to be Committee-men of the said Company, and an equal Number of Persons shall be elected by the said Company to be Committeemen in their Place and Stead; and at every subsequent Yearly General Meeting of the said Company Five of the Committee who shall have been longest in Office shall go out of Office and cease to be Committee-men of the said Company in like Manner, and their Places shall be supplied in like Manner.

XXVIII. Provided always, and be it further enacted, That the Committee-men who shall from Time to Time in Rotation go out of Office on any Annual Day of Election shall be eligible to be re-elected.

Committee-men going out of Office re-eligible.

XXIX. And whereas the Limitation of Time for the taking of Lands for the Purposes of the said Railway and Branches under the Powers of the said recited Acts will shortly expire; be it therefore enacted, That the Limitation of Time in the said Acts or either of them shall be and the same is hereby repealed; and the said Company of Proprietors, with the View to the Completion of the Purchase of Lands to be taken or appropriated for the Purpose of the said Railway and Branches under the Powers of the said recited Acts, shall and they are hereby authorized and empowered to take such Lands for the Purpose aforesaid for the Term or Space of Three Years, to commence and be computed from the passing of this Act: Provided always, that in case such Land shall not have been so taken within the said Term of Three Years that from thenceforth the Powers by the said recited Acts granted for the taking of such Lands shall cease and determine.

Time for purchasing Land under former Acts.

XXX. Provided also, and be it further enacted, That if the said Company shall not within the Space of Two Years, to be computed from the Time of passing this Act, agree for, or cause to be valued and paid for, as in the said first Two recited Acts and in this Act is mentioned, the Houses, Buildings, Hereditaments, or other Premises which they are by this Act empowered to purchase; or so much thereof as shall be deemed necessary or proper for the Purpose of making the said Branch Railway or other Works hereby authorized, then and from thenceforth those Powers which are hereby granted to them for such Purpose only shall cease, determine, and be utterly null and void.

Time for purchasing Land under this Act.

[Local.]

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XXXI. Pro-

Time for
making
Railway
under this
Act.

XXXI. Provided always, and be it further enacted, That in case the said intended Branch Railway and Works shall not have been completed and made within the Space of Five Years, to be computed from the passing of this Act, then from and after the Expiration of the said Term of Five Years all the Powers, Authorities, and Privileges given by this Act, so far as the same shall extend or be construed to extend to the said Branch Railway hereby authorized to be made, shall cease and determine, save only and except as to so much (if any) of the said intended Branch Railway and Works as shall have been declared and certified to have been completed within the said Term by the Justices of the Peace of the said County Palatine of *Lancaster* assembled at any Quarter Sessions of the Peace to be holden for the said County of *Lancaster*, or any Adjournment thereof, as the Case may be, at any Time before the Expiration of the said Term of Five Years, or within Six Calendar Months next after the Expiration thereof, upon the Evidence of One or more Witnesses upon Oath, to be produced before them for that Purpose.

Extending
the Com-
pany's
Powers
of carrying
Goods, &c.

XXXII. And whereas it is expedient that the Powers and Authorities given by the said recited Acts and by this Act, for carrying and conveying Passengers, Cattle, Goods, Wares, Merchandize, Articles, Matters, and Things on the said Railways and Branch Railways thereby authorized to be made, should be extended and enlarged; be it therefore enacted, That it shall be lawful for the said Company of Proprietors to use and employ locomotive and other Engines or other moving Power, and, in Carriages and Waggon drawn or propelled thereby; to carry and convey, as well upon and along the said Railway and Branch Railways, as upon and along any other Railway or Railways, all such Passengers, Cattle, Goods, Wares, and Merchandize, Matters, and Things as shall be offered to them for that Purpose, and to make such reasonable Charges for such Carriage or Conveyance (not exceeding the Amounts specified in the said recited Acts) as they may determine on; and the said Company of Proprietors shall and may have and exercise all the same Rights and Remedies for Recovery, as well of the Charges by the said recited Acts as of the Charges by this Act authorized to be taken for such Carriage or Conveyance, as are given to them by the said recited Acts in reference to the Rates and Tolls thereby made payable, or the said Company may, at their Option, sue for and recover such Charges, or any Part thereof, in any Court of Law or Equity: Provided always, that the Provision aforesaid shall not extend to take away or interfere with the Rights of the Proprietors of any other Railway upon which the said Company of Proprietors may carry by virtue thereof.

Company
empowered
to contract
with other
Railway
Companies.

XXXIII. And whereas it would tend much to the Convenience of the Public if Railway Companies were empowered to enter into mutual Arrangements so as to avoid the Necessity of a Change of Carriages and other Delays arising from a Diversity of Interest; be it therefore enacted, That notwithstanding anything in this or the said recited Acts contained it shall and may be lawful to and for the said Company of Proprietors, and they are by this Act empowered from Time to Time to make and enter into any Contract or Agreement with any other
Railway

Railway Company (and which Contract or Agreement all other Railway Companies are hereby authorized and empowered to make and enter into) either for the Division or Apportionment of Tolls, Rates, and Duties, or for the Passage over or along the Railway and Branch Railways by this or by the said recited Acts, or One of them, authorized to be made, of any Engines, Coaches, Waggons, or other Carriages of or belonging to any other Railway Company, or which shall pass over or along any other Line of Railway, or for the Passage over or along any other Line of Railway of any Engines, Coaches, Waggons, or other Carriages which shall belong to the said Company of Proprietors, or which shall pass over or along their Lines of Railway, upon the Payment of such Tolls, Rates, and Duties, and under such Conditions and Restrictions, as may be deemed advisable and be mutually agreed upon; and also to make and enter into any other Contract with any other Railway Company that may be deemed advisable; and any such Contract may contain such Covenants, Clauses, Provisions, Conditions, and Agreements as the contracting Parties may respectively think advisable and mutually agree upon: Provided always, that no such Contract shall in any Manner alter, affect, increase, or diminish any of the Rates, Tolls, or Duties which the respective Companies Parties to such Contracts shall for the Time being be respectively authorized and entitled to have, demand, recover, or receive of or from any Person or any other Company, but that all other Persons and Companies shall, notwithstanding any such Contract, be entitled to the Use and Benefit of any of the said Railways, upon the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Duties, as they would have been in case no such Contract had been entered into.

Contract not to affect Persons not Parties to it.

XXXIV. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to authorize and empower the said Company of Proprietors to use and employ Power and Waggons, or either of them, upon and along other Railway or Railways, or to contract or agree with such other Railway Companies as aforesaid for the Division or Apportionment of Tolls, Rates, and Duties, or for the Passage over or along the Railway and Branch Railway by this or the said recited Acts, or One of them, authorized to be made, of any Engines, Coaches, Waggons, or other Carriages of any other Railway Company, or which shall pass over or along any other Line of Railway, or for the Passage over or along any other Line of Railway of any Engines, Coaches, Waggons, or other Carriages belonging to the said Company of Proprietors, or which shall pass over or along their Lines of Railway, at a less Rate or Rates of Toll or Charge than any Person or Persons passing along such several Railways and Branches as aforesaid, whether of the said Company of Proprietors or of any such other Railway Company as aforesaid, or using Engines, Coaches, Waggons, or other Carriages over or along any such Railways or Branch Railways as last aforesaid shall pay or be liable to pay.

Limiting Terms of Contract.

XXXV. And be it further enacted, That it shall be lawful for the said Company of Proprietors from Time to Time to let the Rates and Tolls by the said recited Act or this Act made payable, or any Part thereof,

Authorizing Leases of Rates for Terms not

exceeding
Seven Years.

thereof, upon or in respect of the Whole or any Part of the said Railways or Branch Railways, to any Person or Persons, for any Term which they may think proper not exceeding Seven Years from the Commencement of each such Lease; and every such Lease shall be valid, and the respective Lessees thereof shall, during the Continuance of such Leases, be deemed Collectors of the Rates or Tolls let, for the proper Use of the Lessees thereof, and shall have the same Power and Authority to collect and recover the same as if they had been appointed for that Purpose by the said Company of Proprietors.

Power of
Re-entry in
case of
Non-per-
formance of
Conditions of
Leases.

XXXVI. And be it further enacted, That in case any of the Rates or Tolls by the said recited Acts or this Act made payable shall be demised or let to farm in any Manner whatsoever, and the Lessee or Farmer thereof shall neglect or refuse to perform the Terms and Conditions on which the same shall be so demised or let, or any of them, or in case all or any Part of any Rent or Price agreed to be paid by any such Lessee or Farmer shall be in arrear or unpaid for the Space of Seven Days next after any of the Days on which the same ought to be paid pursuant to the Lease, Agreement, or Contract for demising or letting such Rates or Tolls, or in case any temporary or other Collector of any of the said Rates or Tolls shall be discharged from his Office, or shall die, abscond, or absent himself, and the Collector who shall be so discharged, or the Wife, Widow, or any of the Children or Family or any Representative of the Collector who shall so die, abscond, or absent himself, or be discharged, or in case any other Person being in Possession thereof shall refuse to deliver up or shall not deliver up Possession of any Toll House, Office, Weighing Machine, Building, or Premises, with the Appurtenances thereto respectively belonging, erected or provided under the Powers or used for any of the Purposes of this Act or of the said recited Acts, within the Space of Seven Days after Demand thereof in Writing given to him, her, or them, or left at such Toll House, Office, Weighing Machine, Building, or Premises, or at any of such Toll Houses, Offices, Weighing Machines, Buildings, or Premises, as shall be or as shall have been in the Possession or Occupation of such Collector or Person (such Demand to be signed by the Clerk of the said Company), or in case any such Lease, Agreement, or Contract shall in any Manner become void or voidable, then and in any of the said Cases it shall be lawful for any One Justice of the Peace of the County of *Lancaster*, on Application made by the Clerk for the Time being of the said Company, by Warrant under the Hand and Seal of such Justice, to order any Constable or other Peace Officer, with such Assistance as shall be necessary, to enter upon and take Possession of every or any such Toll House, Office, Weighing Machine, Building, or Premises, with the Appurtenances thereunto belonging, and to remove and put such Lessee, Farmer, or Collector, and any other Person who shall be found therein, together with his Goods, from and out of the same, and from and out of the Possession thereof, and from the Collection of such Rates or Tolls, and to put the said Company or their Agent, or their new Lessee, Farmer, or Collector, or other Person by them appointed, into the Possession thereof; and thereupon it shall be lawful for the said Company to vacate and determine the Lease, Contract, or Agreement (if

(if any) previously subsisting, and the same shall accordingly be utterly void to all Intents and Purposes, save as to the Covenants and Agreements for Payment of the Rent or Price thereby reserved, or other unperformed or broken Covenants, Agreements, or Obligations on the Lessee's Part; and it shall be lawful for the said Company in every such Case, either during such Proceedings or on the Termination thereof, again to demise or let to farm the said Rates or Tolls to the same or to any other Person, or to cause them to be collected in the same Manner as if no former Demise, Contract, or Agreement had been made relative thereto.

XXXVII. And be it further enacted, That in case of any Dispute, Suit, or Litigation touching or in anywise relating to the Rates, Duties, or other Monies which the said Company of Proprietors are or shall be entitled to receive by virtue of the said recited Acts or of this Act, or respecting any Matter or Thing in anywise relating to the said Company of Proprietors Railway or Canal, no Person acting by or under the Authority or in the Service of the said Company shall for that Reason alone be in any Manner disqualified or incapacitated from giving Evidence in, upon, and respecting such Dispute, Suit, Litigation, Matter, or Thing.

Company's
Servants
not incom-
petent Wit-
nesses.

XXXVIII. And be it further enacted, That it shall be lawful for any One or more Justice or Justices of the Peace for the said County of *Lancaster*, and they are hereby required, from Time to Time to appoint all such fit and proper Persons as may be nominated to them by the said Company of Proprietors, or their Clerk or Treasurer for the Time being, for that Purpose, to be Special Constables upon and within the Railway Works and Premises of the said Company of Proprietors, and every or any Part thereof; and every Person so appointed shall take an Oath (to be administered by the same, or by any other Justice within his Jurisdiction) duly to execute the Office of such Constable; and every Person so appointed and sworn as aforesaid shall have, use, and exercise all such Powers and Authorities, and shall have and enjoy all such Immunities and Privileges, and may do all such Acts, Matters, and Things, as other Constables duly appointed have, use, exercise, and enjoy, or may do by the Laws of this Kingdom for the Time being; and it shall be lawful for the said Company (by their Clerk or Treasurer) to dismiss and remove any such Constable from his Office; and upon every such Dismissal or Removal all Powers, Authorities, Immunities, and Privileges by virtue of such Appointment as aforesaid vested in or granted to such Person so dismissed or removed shall wholly cease.

Power to
appoint
Special
Constables.

XXXIX. And be it further enacted, That in case any Person against whom the said Company may have any Claim or Demand shall become Bankrupt or Insolvent, the Clerk or the Treasurer of the said Company for the Time being may do all the same Acts, and have and exercise all the same Powers and Privileges as to the Establishment or Proof of Debts, voting in Choice of Assignees, signing Certificates, and other Matters and Things in respect of or relating to the Claim or Demand of the said Company, as any Person being

How Debts
may be
proved in
Cases of
Bankruptcy.

a Creditor of such Bankrupt or Insolvent or a Claimant against his Estate could have or exercise in respect of his Debt or Claim.

Regulations
as to carry-
ing Railway
across Turn-
pike Roads.

XL. And be it further enacted, That where the Railway and Branch Railways authorized to be made by this Act shall cross any Turnpike Road or Highway, either such Turnpike Road or Highway shall be carried over the said Railway and Branch Railways, or the said Railway and Branches shall be carried over the said Turnpike Road or Highway, by means of a Bridge, in manner directed and provided by the said first-recited Act with respect to the crossing over or under Turnpike or Public Roads.

Bridges for
conveying
the Moses
Gate and
Lever Roads
over the
Railway.

XLI. And whereas the said Railway by this Act authorized to be made will cross the Turnpike Road called the *Moses Gate* District of Road, and also the Turnpike Road leading from thence to *Little Lever* in the said County; be it therefore enacted, That the said Railway shall be made to cross underneath each of such Roads; and the said Company of Proprietors shall at their own Expence erect and build, and for ever maintain in good Repair, firm and substantial Bridges of Brick, Stone, or Iron, and Battlements thereto respectively, for carrying such Roads over the said Railway, and form proper Approaches thereto; and each of the said Bridges shall be so constructed and built as to preserve the present Line of each such Road, and so that the Road upon each of the said Bridges shall in every Part thereof be upon the same Level as the present Surface of the Road under which such Bridges respectively shall be built; and the Road upon each of the said Bridges and at each End thereof, so far as the same shall be taken up or disturbed by the said Company for the Purposes aforesaid, shall be made, and for the Term of One Year thereafter maintained in good Repair, and at the Expiration of such Term shall be left in good and substantial Repair and Condition, to the Satisfaction of the Trustees of the said Roads respectively, by and at the Expence of the said Company; and each of the said Bridges shall be built and formed so as to leave a clear Roadway between the Battlements thereof equal to the whole Width of the Road (including the Footpath) under which such Bridges respectively shall be built; and the Battlements of each of the said Bridges shall be closed, and shall be not less than Five Feet in Height above the Road on each Side, and shall extend over such Bridges, and also such further Distance not exceeding Fifteen Feet in Length from the Line of the Face of each Abutment at each End of each such Bridge, as the Trustees of the said Roads respectively shall consider necessary for Public Security.

Bridge for
crossing the
Stone
Clough
Road.

XLII. And whereas the said Railway by this Act authorized to be made will cross the Turnpike Road near *Stone Clough* in *Kearsley* in the said County called the *Stone Clough* Branch Road; be it therefore further enacted, That for the Purpose of carrying the said Railway over and across such Turnpike Road the said Company of Proprietors shall not sink or vary, or cause to be sunk or varied, the present Surface of such Road; and the said Company of Proprietors shall at their own Expence erect, and for ever thereafter maintain in repair and continue, a Bridge of Brick, Stone, or Iron over such Road; and

and the Opening or Span of the Arch of such Bridge shall extend over and include the entire Width of the present Roadway and the Footpath thereof, at the Place of such crossing, not exceeding Thirty Feet; and the under Side of the Opening at the Keystone of the Arch of such Bridge at each Side thereof shall not be less than Nineteen Feet in Height above the Surface of the Road under such Keystones respectively; and the Breast Walls of such Bridge shall be built perpendicularly from the Foundations to the Height of Twelve Feet at least from the Surface of the Road under such Bridge; and the said Company of Proprietors shall at their own Expence, and to the Satisfaction of the Surveyor for the Time being to the Trustees of such Road, keep the said Bridge drop-dry, and shall make, and from Time to Time, for the Term of One Year thereafter, maintain in repair, and at the Expiration of such Term shall leave in good and substantial Repair and Condition, so much of the said Road and Footpath under the said Bridge, and on each Side of the said Bridge, as shall be taken up by the said Company of Proprietors for the Purposes aforesaid, and shall also at all Times hereafter well and sufficiently repair and make good all Damage and Injury which may arise or be occasioned to the Road under or near to the said Bridge, for or by reason of any Want of Repair or Repairs or Alterations of, in, or to the said Bridge.

XLIII. And be it further enacted, That in case the said Company of Proprietors shall fail or neglect to erect, build, and maintain in repair the said Three last-mentioned Bridges, or any of them, or the Battlements thereof respectively, or to make or maintain in repair the said Three several last-mentioned Turnpike Roads, or any of them, as aforesaid, or to repair and make good the Damage and Injury which may be occasioned as aforesaid, after Twenty Days Notice thereof given by the Trustees of the said Roads respectively, as the Case may be, or their respective Clerk, Treasurer, or Surveyor for the Time being, to the said Company of Proprietors, then and in every such Case the Trustees of the said last-mentioned Roads respectively shall and may, if they shall see fit, from Time to Time erect, build, and maintain in repair the said Bridges and Battlements, and make and repair the said several Roads as aforesaid, and repair and make good all Damage and Injury which may be occasioned as aforesaid, as the Case may require, and as the Trustees of the said Roads respectively shall think necessary; and all the Costs, Charges, and Expences of erecting, building, making, and maintaining in repair from Time to Time such Bridges, Battlements, and Roads, and making good such Damage and Injury as aforesaid, shall from Time to Time be borne by the said Company of Proprietors, and by them paid to the Trustees of the said Roads respectively, on Demand thereof made from the said Company; and in default of Payment thereof for the Space of Twenty-eight Days next after such Demand, the same shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company of Proprietors, together with the Costs and Charges of or relating to the Hearing of the Complaints and of such Distress and Sale, by Warrant under the Hands and Seals of any Two Justices of the Peace for the said County of *Lancaster*, which Warrant such Justices are hereby empowered to grant; or the same shall and

If Company neglect to build or repair the Bridges, &c. the same to be done by the Trustees at the Company's Expence.

may

may be recovered from the said Company by the Trustees of the said Roads respectively, with full Costs of Suit, by Action of Debt in any of His Majesty's Courts of Record at *Westminster* or in the Court of Common Pleas at *Lancaster*; and the Amount of the Costs, Charges, and Expences to be incurred by the Trustees of the said Roads respectively as aforesaid shall and may from Time to Time, on Application either of the Trustees of the said Roads respectively or of the said Company, be ascertained and settled by any Two Justices as aforesaid, and the Signature of such Justices to the Amount so by them ascertained and settled as aforesaid shall be conclusive Evidence of such Amount in any Court or Courts whatsoever.

Toll Gates,
&c. on
Moses Gate
and Lever
Roads not to
be taken
down till
new ones
are built.

XLIV. Provided always, and be it further enacted, That in case it shall be necessary for the Purposes of this Act to disturb or take down the Toll House or Toll Gate called *Moses Gate*, or the Machine House or Weighing Machine near thereto, or any Part of any of them, upon the *Moses Gate* District of Turnpike Road aforesaid, or the Toll Gate upon the said Turnpike Road leading from the said District of Road to *Little Lever*; it shall not be lawful for the said Company to take down or in any Manner disturb such Toll House, Toll Gates, Machine House, or Weighing Machine, or any Part or any of them, until they shall have first, at their own Expence, and to the Satisfaction of the Surveyor for the Time being to the Trustees of the said Turnpike Roads respectively, built, set up, and completed fit for Use a Toll House or Toll Houses, Toll Gates, and Machine House, in lieu of and as fit and convenient in all respects as those intended to be taken down or disturbed as aforesaid, at such Place or Places upon the said Roads respectively near to the Sites of the said present Toll House, Toll Gates, and Machine House respectively, as the Trustees of the said Roads respectively shall appoint; and immediately after such new Machine House shall have been built, and before such present Machine House shall be taken down, the said Company shall, at their own Expence, remove the Weighing Machine from such present House, and shall, within Six Days after the Commencement of such Removal, place and complete the same, fit for Use, in and connected with such new Machine House as aforesaid.

Temporary
Toll Gates
in lieu of
Moses Gate
and Lever
Toll Gate.

XLV. Provided always, and be it further enacted, That in case it shall be necessary for the Purpose of building the Bridges under the said *Moses Gate* District of Road, and the said Road leading thence to *Little Lever*, or either of them, to make a temporary Road or Roads instead of such Turnpike Roads respectively, in such Direction or Directions that Passengers, Cattle, Horses, and Carriages passing along the same temporary Road or Roads respectively would thereby avoid passing through the said Toll Gates respectively standing on the said Turnpike Road, or the Carriages passing along the same temporary Road or Roads would thereby avoid being weighed at the said Weighing Machine on the said *Moses Gate* District of Road, then and in such Case the said Company shall, before such Turnpike Roads respectively shall be cut through or injured, or the said Gates, or the Toll House belonging thereto, or the said Weighing Machine, or the Machine House belonging thereto, or any of them, shall be taken down or disturbed, at their own Expence, and to the Satisfaction of the Surveyor

vèyor for the Time being to the Trustees of the said Roads respectively, erect and set up a temporary Toll House and Toll Gate upon each of such temporary Roads, and a Machine House and Weighing Machine upon the said temporary Road to be made instead of the said *Moses Gate* District of Road, at such Places upon such temporary Roads respectively as the Trustees of the said Turnpike Roads respectively shall direct; and such temporary Roads, Toll Houses, Toll Gates, Machine House, and Weighing Machine shall be made, erected, and set up, and the said Turnpike Roads over the said Bridges made and completed, within Six Calendar Months after the Commencement of the Operation.

XLVI. And be it further enacted, That the Trustees acting under and by virtue of an Act passed in the Third Year of the Reign of His present Majesty, intituled *An Act for more effectually repairing and improving the Road from Bolton to Kearsley called the Moses Gate District of Road, and a Branch thereof from Stone Clough to Pilkington, all in the County of Lancaster*, or any Person being the Lessee, Farmer, or Collector for the Time being of the Tolls authorized to be taken by virtue of the said Act at the said Toll Gate called *Moses Gate*, or the said Weighing Machine near thereto, on the same Turnpike Road, shall and they are hereby authorized and empowered, at all Times during the Continuance of the Operation last aforesaid, and whilst the said temporary Road shall be used by Passengers, Cattle, Horses, and Carriages instead of the said Turnpike Road, to demand, take, and recover such and the same Tolls at the said temporary Toll Gate and Weighing Machine thereon, and to weigh all Waggon, Carts, and Carriages at the said temporary Weighing Machine, as fully and effectually, and with the same Powers and Authorities, as they or he could or might have done at the said Toll Gate called *Moses Gate* and the said Weighing Machine near thereto respectively if this Act had not been passed; and the Trustees acting under and by virtue of an Act passed in the Fifth Year of the Reign of His late Majesty King George the Fourth, intituled *An Act for making and maintaining a Turnpike Road from the Road leading from Manchester to Bolton to communicate with the Road from Bury to Bolton in the County Palatine of Lancaster*, or any Person being the Lessee, Farmer, or Collector for the Time being of the Tolls authorized to be taken by virtue of the said last-mentioned Act at the Toll Gate on the said last-mentioned Turnpike Road, shall and they are hereby authorized and empowered, at all Times during the Continuance of the Operation aforesaid, and whilst the said temporary Road shall be used by Passengers, Cattle, Horses, and Carriages, instead of the said last-mentioned Turnpike Road, to demand, take, and recover such and the same Tolls at the said temporary Toll Gate thereon, as fully and effectually, and with the same Powers and Authorities as they or he could or might have done at the said Toll Gate now upon the said last-mentioned Turnpike Road if this Act had not been passed; and the same Penalties, Forfeitures, and Punishments shall be incurred by, and shall be as fully and effectually levied, recovered, and inflicted from and upon every Person who shall pass through the said temporary Toll Gates, or either of them, without

Tolls to be taken at Toll Gates on Temporary Roads.

3 W. 4. c. 22.

5 G. 4. c. 143.

[Local.]

9 L

paying

paying the Toll thereat, or who shall in any Manner avoid or evade the Toll payable at the said temporary Toll Gates or either of them, or who shall in any Manner avoid, evade, or resist the weighing of any Waggon, Cart, or Carriage at the said temporary Weighing Machine, or who shall refuse or neglect to pay any Toll for Overweight thereat, or who shall commit any Offence at or with regard to such temporary Toll Gates, Toll Houses, Weighing Machine, or Machine House, or any or either of them as aforesaid, or against the Farmer, Lessee, or Collector of the Tolls thereat respectively, as would have been incurred, and might have been recovered, levied, and inflicted, if the same had happened or been committed at, with regard to, or against the said Toll Gate called *Moses Gate*, or the said Weighing Machine near thereto, or the said Toll Gate upon the said Road leading from *Moses Gate* to *Little Lever* respectively, or the Farmer, Lessee, or Collector of the Tolls thereat respectively, as the Case may be.

Railway to cross underneath Public Streets in Great Bolton.

XLVII. And whereas the said Railway hereby authorized to be made will cross the Public Streets called *Bridgeman Street* and *Lever Street*, in the Township of *Great Bolton* aforesaid; be it therefore enacted, That the said Railway shall be made to cross underneath such Public Streets; and the said Company of Proprietors shall, at their own Expence, build and construct, and for ever after maintain in good and perfect Repair, good, firm, and substantial Bridges, in manner hereinafter mentioned and described, for the Purpose of carrying such Public Streets over the said Railway.

Bridgeman Street Bridge.

XLVIII. Provided always, and be it further enacted, That, in carrying the said Street called *Bridgeman Street* over the said Railway, the said Company of Proprietors shall not in any Place raise or alter the present Level or Surface of such Street more than Two Feet in perpendicular Height; and the Bridge to be erected by the said Company of Proprietors for carrying such Street over the said Railway shall be constructed and built of Brick, Stone, or Iron, and shall be built and formed so as to leave a clear Road of Thirty-six Feet wide at the least between the Battlements; and the Battlements of such Bridge shall not be less than Six Feet in Height above the Road, and shall be closed and shall extend not less than Six Feet in Length on each Side of such Bridge, from the Line of the Face of each Abutment; and the Road upon the Approaches to such Bridge shall not be less than Forty-eight Feet in Width between the Fences thereof; and the Ascent of such Bridge and the Approach thereto on the North-east Side thereof shall be graduated to one uniform Line from the Summit Level of such Bridge to the Junction of the said last-mentioned Street with the *Manchester Road*, and the Ascent of such Bridge and the Approach thereto on the South-west Side thereof, in *Bridgeman Street* aforesaid, shall be graduated to one uniform Line from the Summit Level of such Bridge to a certain House called the *Church Tavern*, in *Bridgeman Street*.

Lever Street Bridge.

XLIX. Provided also, and be it further enacted, That the Bridge to be erected by the said Company of Proprietors for carrying the Public Street called *Lever Street*, in *Great Bolton* aforesaid, over the said Railway,

Railway, shall be built of Brick, Stone, or Iron, and formed so as to leave a clear Road of Thirty Feet wide at the least between the Battlements; and the Battlements thereof shall not be less than Six Feet in Height above the Road, and shall be closed and shall extend not less than Six Feet in Length from the Line of the Face of each Abutment of such Bridge; and the Road upon the Approaches to such Bridge shall be of the Width between the present Fences thereof; and the Ascent of such Bridge and the present Approaches thereto shall not be raised so as in any Case where altered to exceed more than One Inch in every Thirty-six Inches.

L. And be it further enacted, That the said Company of Proprietors shall at their own Expence well and efficiently make the said Public Streets called *Bridgeman Street* and *Lever Street*, and also good Footpaths, so far as the same Streets respectively shall be and extend upon the said Two last-mentioned Bridges, and upon such Approaches respectively thereto as shall have been raised, altered, or taken up by the said Company of Proprietors for the Purposes aforesaid; and also shall construct and make such good and proper Soughs and Drains in and along the same Streets respectively as may be requisite, so that the Water may be well and effectually drained and conveyed off such Streets respectively, so far as the same Streets shall have been raised, altered, or taken up by the said Company of Proprietors for the Purposes of this Act; and the said Company of Proprietors shall at all Times hereafter well and sufficiently repair and make good all Damage or Injury which may arise or be occasioned to the Roads or Footpaths over such Bridges or Approaches, or any of them, by reason of any Repairs or Alterations to or in such Bridges, or either of them, by the said Company of Proprietors.

Streets,
Drains, &c.
over Bridges
to be made
by the Com-
pany.

LI. And be it further enacted, That in case the said Company shall fail or neglect to erect, build, and maintain in repair the said Two last-mentioned Bridges, or either of them, or the Battlements thereof respectively, or to make, construct, or renew the said Approaches, Streets, Roads, and Footpaths, or any of them, of or belonging to the said Streets called *Bridgeman Street* and *Lever Street* respectively, or any Part thereof, as aforesaid, after Twenty Days Notice thereof given by the Trustees of the said Township of *Great Bolton*, or their Clerk, Treasurer, or Surveyor for the Time being, to the said Company of Proprietors, then and in every such Case, the Trustees of the said Township of *Great Bolton* shall and may, if they shall see fit, from Time to Time erect, build, and maintain in repair the said last-mentioned Bridges and Battlements, or any or either of them, and make, construct, and renew the said Approaches, Streets, Roads, Footpaths, Soughs, and Drains, or any of them, as aforesaid, as the Case may require, and as the said Trustees shall think necessary; and all the Costs, Charges, and Expences of erecting, building, making, constructing, renewing, and maintaining in repair from Time to Time such Bridges, Battlements, Approaches, Streets, Roads, Footpaths, Soughs, and Drains as aforesaid shall be borne by the said Company of Proprietors, and by them paid to the said Trustees, on Demand made thereof by the said Trustees, or their Clerk, Treasurer, or Surveyor, from the said Company, and in default of
Payment

If the Com-
pany neglect
to build or
repair the
Bridges,
Roads, &c.,
the same may
be done by
the Trustees
of Great
Bolton at the
Company's
Expence.

Payment thereof for the Space of Twenty-eight Days next after such Demand the same shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company of Proprietors, together with the Costs and Charges of or relating to the hearing of the Complaints, and of such Distress and Sale, by Warrant under the Hands and Seals of any Two Justices of the Peace for the said County of *Lancaster*, which Warrant such Justices are hereby empowered to grant; or the same shall and may be recovered from the said Company by the said Trustees, with full Costs of Suit, by Action of Debt in any of His Majesty's Courts of Record at *Westminster* or in the Court of Common Pleas at *Lancaster*; and the Amount of the Costs, Charges, and Expences to be incurred by the said Trustees as aforesaid shall and may from Time to Time, on Application either of the said Trustees or of the said Company, be ascertained and settled by any Two Justices as aforesaid; and the Signature of such Justices to the Amount so by them ascertained and settled as aforesaid shall be conclusive Evidence of such Amount in any Court or Courts whatsoever.

Bridges over
new Streets
and Roads
belonging to
the Earl of
Bradford.

Moncrieffe
Bridge.

LII. And whereas the said Railway hereby authorized to be made will cross divers Occupation Roads and new Roads and Streets set out and intended to be set out upon the Lands of the Right Honourable the Earl of *Bradford*, in the Townships of *Great Bolton* and *Great Lever*; be it therefore enacted, That in every such Case the said Railway shall be made to cross underneath such last-mentioned Roads and Streets, and the said Company of Proprietors shall at their own Expence erect, build, and construct, and for ever maintain in good and perfect Repair, good, firm, and substantial Bridges of Brick, Stone, or Iron, for the Purpose of carrying such Roads and Streets over the said Railway, and to form proper Approaches thereto, in Manner and Form following; that is to say, the Bridge to be erected by the said Company of Proprietors for carrying over the said Railway an intended new Road or Street to be called *Moncrieffe Street*, set out in a Close called *Fletcher Meadow*, in *Great Bolton* aforesaid, shall be built and formed so as to leave a clear Road of Thirty-six Feet wide at the least between the Battlements; and the Battlements of such Bridge shall not be less than Six Feet in Height above the Road, and shall be closed and shall extend not less than Six Feet in Length beyond the Line of the Face of each Abutment of such Bridge; and the Approaches to such Bridge shall not be less than Forty-eight Feet in Width in the Direction of such Street; and the Ascent to such Bridge and the Approaches thereto on the East Side thereof, in a certain other Street there called *Henry Street*, shall be formed and graduated to one uniform Line from the Summit Level of such Bridge to the Junction of *Henry Street* with the *Manchester Road*; and the Ascent of such Bridge and the Approach thereto on the West Side thereof, in *Henry Street* aforesaid, shall not rise more than One Inch in Thirty-six Inches; and the Ascent of such Bridge, and the Approach thereto on the North-west Side thereof, in *Moncrieffe Street* aforesaid, shall be graduated to one uniform Line from the Summit Level of such Bridge to the Junction of *Moncrieffe Street* with *Bridgeman Street* aforesaid, and the Ascent of such Bridge and the Approach thereto on the South-east Side thereof,

in

in *Moncrieffe Street* aforesaid, shall not rise more than One Inch in every Thirty-six Inches; and the Bridge to be erected by the said Company of Proprietors for carrying the intended new Street called *Orlando Street*, in *Great Bolton* aforesaid, over the said Railway, shall be built and formed so as to leave a clear Road of Thirty Feet wide at the least between the Battlements; and the Battlements thereof shall not be less than Six Feet in Height above the Road, and shall be closed, and shall extend not less than Six Feet in Length beyond the Line of the Face of each Abutment of such Bridge; and the Approaches to such Bridge shall not be less than Forty-eight Feet in Width; and the Ascent of such Bridge and the Approach thereto on the East Side thereof shall be graduated to one uniform Line from the Summit Level of such Bridge to the Junction of *Orlando Street* aforesaid with the *Manchester Road*, and the Ascent of such Bridge and the Approach thereto on the West Side thereof shall not rise more than One Inch in every Thirty-six Inches; and the Bridge to be erected by the said Company of Proprietors for carrying the intended new Road called *Little Burnden Road*, in *Great Lever* aforesaid, over the said Railway, shall be built and formed so as to leave a clear Road of Thirty Feet wide at the least between the Battlements; and the Battlements thereof shall not be less than Six Feet in Height above the Road, and shall be closed and shall extend not less than Six Feet in Length beyond the Line of the Face of each Abutment of such Bridge; and the Approaches to such Bridge shall not be less than Forty-eight Feet in Width; and the Ascent of such Bridge and the Approach thereto on the East Side thereof shall be graduated to one uniform Line from the Summit Level of such Bridge to the Junction of *Little Burnden Road* aforesaid with the *Manchester Road*; and the Ascent of such Bridge and the Approach thereto on the West Side thereof shall not rise more than One Inch in every Thirty-six Inches; and the Bridge to be erected by the said Company of Proprietors for carrying the intended new Road called *Great Burnden Road*, in *Great Lever* aforesaid, over the said Railway, shall be built and formed so as to leave a clear Road of Thirty Feet wide at the least between the Battlements; and the Battlements thereof shall not be less than Six Feet in Height above the Road, and shall be closed, and shall extend not less than Six Feet in Length beyond the Line of the Face of each Abutment of such Bridge; and the Approaches to such Bridge shall not be less than Forty-two Feet in Width; and the Ascent of such Bridge and the Approach thereto on the East Side thereof shall be graduated to one uniform Line from the Summit Level of such Bridge to the Junction of *Great Burnden Road* aforesaid with the *Manchester Road*; and the Ascent of such Bridge and the Approach thereto on the West Side thereof shall not rise more than One Inch in every Thirty-six Inches; and the Bridge to be erected by the said Company of Proprietors for carrying the intended new Road called *Summerfield Road*, in *Great Lever* aforesaid, over the said Railway, shall be built and formed so as to leave a clear Road of Twenty-four Feet wide at the least between the Battlements; and the Battlements thereof shall not be less than Six Feet in Height above the Road, and shall be closed, and shall extend not less than Six Feet in Length beyond the Line of the Face of each Abutment of such Bridge; and the Approaches to such Bridge shall not be less

Orlando Street Bridge.

Little Burnden Bridge.

Great Burnden Bridge.

Summerfield Bridge.

Lever Edge
Bridge.

than Forty-two Feet in Width; and the Approaches thereto shall not rise more than One Inch in every Thirty-six Inches; and the Bridge to be erected by the said Company of Proprietors for carrying the intended new Road called *Lever Edge Road*, in *Great Lever* aforesaid, over the said Railway, shall be built and formed so as to leave a clear Road of Thirty Feet wide at the least between the Battlements; and the Battlements thereof shall not be less than Six Feet in Height above the Road, and shall be closed, and shall extend not less than Six Feet in Length beyond the Line of the Face of each Abutment of such Bridge; and the Approaches to such Bridge shall not be less than Forty-two Feet in Width; and the Ascent of such Bridge and the Approach thereto on the East Side thereof shall be graduated to one uniform Line from the Summit Level of such Bridge to the Junction of *Lever Edge Road* aforesaid with the *Manchester Road*; and the Ascent of such Bridge and the Approach thereto on the West Side thereof shall not rise more than One Inch in every Thirty-six Inches; and the said Company shall form the Slopes of the Embankments forming the Approaches to the said several Bridges at an Inclination not exceeding One perpendicular to Two horizontal, and shall also soil and sod or sow with Grass Seeds the said Slopes, and shall also well and effectually gravel the said several Roads called the *Little Burnden Road*, *Great Burnden Road*, *Summerfield Road*, and *Lever Edge Road*, and that with all convenient Speed after the Alteration of the said several Roads, so as to render such several Roads as fit for the Passage of Carriages as the same now are.

Enabling the
Earl of Brad-
ford to erect
Bridges, &c.
if the Com-
pany neglect
to do so.

LIII. And be it further enacted, That in case the said Company of Proprietors shall fail or neglect to erect, build, or maintain in repair the said Six last-mentioned Bridges, or any of them, or the Battlements thereof or of any of them, or to make the said Approaches thereto respectively as aforesaid, after Thirty Days Notice thereof given by the said Earl of *Bradford*, his Heirs or Assigns, or his or their Agent, or any Person authorized in that Behalf, to the said Company of Proprietors, or to their Clerk or Treasurer for the Time being, then and in every such Case the said Earl, his Heirs and Assigns, shall and may, if he or they shall see fit, from Time to Time erect, build, and maintain in repair the said last-mentioned Bridges and Battlements, or any of them, and make the said last-mentioned Approaches or any of them, as aforesaid, as the Case may require, and as the said Earl, his Heirs or Assigns, shall think necessary; and all the Costs, Charges, and Expences of erecting, building, making, constructing, completing, and maintaining in repair from Time to Time such Bridges, Battlements, and Approaches as aforesaid, shall be borne by the said Company of Proprietors, and by them paid to the said Earl, his Heirs or Assigns, on Demand made thereof by the said Earl, his Heirs or Assigns, or his or their Agent, or any Person authorized in that Behalf from the said Company; and in default of Payment thereof for the Space of Twenty-eight Days next after such Demand, the same shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company of Proprietors, together with the Costs and Charges of or relating to the hearing of the Complaints, and of such Distress and Sale, by Warrant under the Hands and Seals of any Two Justices of the Peace for the said County
of

of *Lancaster*, which Warrant such Justices are hereby empowered to grant; or the same shall and may be recovered from the said Company of Proprietors by the said Earl, his Heirs or Assigns, with full Costs of Suit, by Action of Debt in any of His Majesty's Courts of Record at *Westminster*, or in the Court of Common Pleas at *Lancaster*; and the Amount of the Costs, Charges, and Expences to be incurred by the said Earl, his Heirs and Assigns, as aforesaid, shall and may from Time to Time, on Application either of the said Earl, his Heirs and Assigns, or of the said Company of Proprietors, be ascertained and settled by any Two such Justices as aforesaid, and the Signatures of such Justices to the Amount so by them ascertained and settled as aforesaid shall be conclusive Evidence of such Amount in any Court or Courts whatsoever.

LIV. And be it further enacted, That it shall be lawful for the said Earl, his Heirs and Assigns, and he and they are hereby empowered, at any Time or Times after the Embankment for the said Branch Railway in and by this Act firstly described and authorized to be made shall have been raised and made over and across the Stream called *Priest Croft Brook*, at his and their own Expence to make and continue a Reservoir for Water on the Westerly Side of and up to such Embankment, and to cause the Water of the said Brook, and any other Streams or Springs of Water within the Lands of the said Earl, to be impounded against the Westerly Side of such Embankment; and also for the Purpose of such Reservoir to puddle on the Westerly Side of such Embankment, and to form and use a Roadway along the said Embankment, so as to connect the Land of the said Earl on each Side of the said Reservoir, and make, construct, build, and put down such Goits, Banks, Bye-wash, Trunks, Cloughs, Paddles, and other Works, in, upon, through, and connected with the said Embankment, as the said Earl, his Heirs and Assigns, shall think proper: Provided always, that all such Goits, Banks, Bye-wash, Trunks, Cloughs, Paddles, and other Works as aforesaid shall be made, constructed, built, and put down under the Superintendence and to the Satisfaction of the Engineer for the Time being of the said Company of Proprietors; and the said Earl, his Heirs and Assigns, shall at all Times hereafter make good any Injury to the said Railway, or the Works of the said Company, sustained in consequence of the said Reservoir so to be made as aforesaid, or the Works connected therewith, and shall also pay to the said Company all Losses, Damages, and Injury the said Company may pay, bear, and sustain therefrom in anywise.

Authorizing the Earl of Bradford to make a Reservoir against the Embankment over Priest Croft Brook.

LV. And whereas it is expedient that the said Company should have Power to remove the Goods, Commodities, Wares, Merchandize, Articles, Matters, and Things loaded, landed, or placed in and upon the public Wharfs, Staiths, and Conveniences of the said Company; be it therefore enacted, That the said Company shall have Power and they are hereby authorized and empowered, either by themselves or the Officers and Servants employed by them, to remove or cause to be removed all such Goods, Commodities, Wares, Merchandize, Articles, Matters, and Things loaded, landed, or placed in or upon the public Wharfs, Staiths, and Conveniences of the said Company, as shall

Removal of Goods from public Wharfs.

shall have continued thereon for any Time exceeding Two Weeks, and shall remain thereon after Twenty-four Hours Notice of such intended Removal, and to carry and convey the same to any Warehouse, Yard, or other Place of Safety, and there to detain and keep the same until Payment of the Wharfage, and the Charges incurred by the Removal, Warehousing, and Detention of the same: Provided always, that the said Company shall not remove or cause to be removed as aforesaid any Coals, Stone, or other Minerals in Bulk the Quantity whereof remaining on such public Wharfs, Staiths, and Conveniences shall be less than the Average Tonnage for Two Weeks of the Owner or Owners thereof respectively on the said Canal or Railway, and landed at such public Wharfs or Staiths or other Conveniences where the same shall so remain.

Enabling
Company to
supply Mills,
&c. with
Water.

LVI. And whereas by the said herein-before secondly recited Act the said Company of Proprietors are required to permit and suffer the Owners or Occupiers of the several Cotton Factories and Mills at the Time of passing the said herein-before firstly-recited Act erected adjoining or near to the Banks of the said Canal in the Township of *Salford*, and of the Steam Engines which did or should thereafter belong thereto, to draw and take a sufficient Supply of cold Water from the said Canal for the Use and Consumption of such Factories, Mills, and Steam Engines: And whereas it is expedient that the said Company of Proprietors should have the Power to allow a Supply of cold Water to all Factories, Mills, and Engines; be it therefore enacted, That it shall be lawful for the said Company of Proprietors and they are hereby authorized and empowered to agree with the Owners and Occupiers of any Factories, Mills, or other Works and Engines belonging thereto for a Supply of cold Water from the said Canal for the Use and Consumption of any Factories, Mills, or other Works and Steam Engines erected since the passing of the said first-recited Act, or which now or at any Time hereafter may be erected, and as well in other Townships as in the said Township of *Salford*, on such Terms and Conditions as may be agreed upon from Time to Time between such Owners or Occupiers and the said Company of Proprietors; and the Agreements so to be made shall be under the Seal of the said Company, and shall be binding and conclusive on them and their Successors.

Rules for
Interpreta-
tion of this
Act.

LVII. And be it further enacted, That where in this Act any Word shall be used importing the Singular Number or the Masculine Gender only, the same shall be understood to include several Matters as well as One Matter, several Persons as well as One Person, and Females as well as Males; and where the Word "Lands" shall be used the same shall be understood to include Tenements and Hereditaments; and where the Word "Corporation" shall be used the same shall be understood to mean any Body Politic, Corporate, or Collegiate, Civil or Ecclesiastical, Aggregate or Sole, as well as Individual; unless in any of the Cases aforesaid it be otherwise specially provided, or there be something in the Subject or Context repugnant to such Construction.

LVIII. Pro-

LVIII. 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. Saving of Rights.

LIX. Provided always, and be it further enacted, That nothing in this Act contained shall extend to alter, prejudice, diminish, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the Company of Proprietors of the *Mersey and Irwell* Navigation, except as in this Act mentioned. Saving Rights of Mersey and Irwell Navigation Company.

LX. And be it further enacted, That the Costs, Charges, and Expences incident to and attending the obtaining and passing this Act shall be paid and discharged by the said Company. Expences of Act.

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

The SCHEDULE referred to in the foregoing Act.

BRANCH TO BOLTON.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
<i>Township of Clifton in the Parish of Eccles.</i>				
1	Benjamin Gaskell	-	Adam Kay	Land, and Clump of Trees, or Plantation.
2	Ditto	-	Company of Proprietors of the Manchester, Bolton, and Bury Canal and Railway.	Hothouse, Pleasure Ground, and Outconveniences.
3	Ditto	-	Ditto	Garden and Pleasure Ground.
4	Ditto	-	Adam Kay	Barns, Stables, Cowhouses, Stackyard, Homestead, and Outconveniences.
7	Ditto	-	George Reid	Cottage, Garden or Orchard, and Outconveniences.
	Ditto	-	Thomas Cordwell	Cottage, Garden, and Outconveniences.
	Ditto	-	John Rushton	Ditto.
8	Richard Edensor Heathcote.	-	James Chapman	Croft and Orchard.
10	Ditto	-	Joseph Taylor	Orchard.
12	Ditto	-	Ditto	House, Orchards, Garden, Barn, Stable, Cowhouse, Homestead, and Outconveniences.
	Ditto	-	James Worrall	Cottage, Garden, and Outconveniences.
	Ditto	-	Joseph Reid	Ditto.
14	Ditto	-	Charles Leigh	Orchard and Garden.
15a	Ditto	-	Richard Edensor Heathcote.	Woodland.
18	Ditto	-	Ditto	Ditto.
	Ditto	-	Peter Thornley	Potato Patch.
26	Ditto	-	Richard Edensor Heathcote.	Woodland.
	Ditto	-	Joseph Seddon	Garden.
	Ditto	-	The Trustees or Executors of the late Ellis Fletcher, Esquire.	
	Ditto	-	Ditto	Wooden House over Lifting Machinery, Four Shafts, Pumping Engines, Water-wheel, &c.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
27	Richard Edensor Heathcote.	The Trustees or Executors of the late Ellis Fletcher, Esquire.	Francis Bury	Cottage and Outconveniences.
	Ditto - -	Ditto	Ditto	Gardens and Orchard.
	Ditto - -	Ditto	John Barns	Cottage, Gardens, Orchard, and Outconveniences.
28	Ditto - -	Ditto	The Trustees or Executors of the late Ellis Fletcher, Esquire.	Canal to Coal Pit.
30	Ditto - -	Ditto	Peter Thornley	Cottage, Garden, and Outconveniences.
	Ditto - -	Ditto	Charles Leigh, underlets to Peter Thornley.	Garden.
	Ditto - -	Ditto	John Worrall	Cottage, Garden, and Outconveniences.
	Ditto - -	Ditto	Charles Leigh, underlets to John Worrall.	Garden.
32	Ditto - -	Ditto	Charles Leigh	Garden.
32a	Ditto - -	Ditto	George Lomax	Cottage and Outconvenience.
	Ditto - -	Ditto	Charles Leigh, underlet to George Lomax.	Garden.
32b	Ditto - -	Ditto	The Trustees or Executors of the late Ellis Fletcher, Esquire.	Woodland.
32b	Ditto - -	Ditto	George Lomax, John Worrall, James Worrall, Jonathan Worrall, William Shaw, Thomas Valentine, John Rothwell, Jonathan Greenhalgh.	Small Potato Patches in the Woodland.
34	Ditto - -	Ditto	John Worrall	Orchard
35	Ditto - -	Ditto	Joseph Greenhalgh	Potato Patch.
36	Ditto - -	Ditto	The Trustees or Executors of the late Ellis Fletcher, Esquire.	Woodland and Plantations.
42	Ditto - -	Ditto	Ditto	Ditto.
47	Ditto - -	Ditto	Ditto	Ditto.
48	Ditto - -	Ditto	William Walworth	Stack Shed.
52	Ditto - -	Ditto	The Trustees or Executors of the late Ellis Fletcher, Esquire.	Woodland and Plantations.
	Ditto - -	Ditto	Unoccupied	Stone Quarry.
55	Ditto - -	Ditto	Ditto	Woodland.
58	Ditto - -	Ditto	James Lowe	Land, Part Woodland.
59	Ditto - -	Ditto	Ditto	Woodland.
60	Ditto - -	Ditto	Unoccupied	Stone Quarry, Smithy, and Railway Site.
	Ditto - -	Ditto	James Hollows	Cottage and Outconveniences.
62 } 65 } 65a } 66 }	Ditto - - Ditto - - Ditto - - Ditto - -	Ditto Ditto Ditto Ditto	{ The Trustees or Executors of the late Ellis Fletcher, Esquire. Thomas Walworth	{ Woodlands and Plantations. Cottage, Garden, and Outconveniences.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	Richard Edensor Heathcote.	The Trustees or Executors of the late Ellis Fletcher, Esquire.	James Place	Cottage, Two Gardens, and Outconveniences.
	Ditto - -	Ditto	Thomas Rothwell	Ditto.
	Ditto - -	Ditto	Jonas Ryder	Cottage, Garden, and Outconveniences.
	Ditto - -	Ditto	William Shakfield	Ditto.
	Ditto - -	Ditto	James Bury	Cottage, Two Gardens, and Outconveniences.
	Ditto - -	Ditto	Betty Harris	Cottage, Garden, and Outconveniences.
	Ditto - -	Ditto	Abram Rostarn	Ditto.
	Ditto - -	Ditto	The Trustees or Executors of the late Ellis Fletcher, Esquire.	Barn, Stables, Cartshed, Saw Pits, Ponds, Carpenter's Shop, Homestead, and Outbuildings.
69	Ditto - -	Ditto	Ditto	Park and Plantations.
71	Ditto - -	Ditto	Ditto	Lands and Plantations.
72	Ditto - -	Ditto	Ditto	Ditto.
73	Ditto - -	Ditto	Ditto	Outbuildings and Homestead.
74	Ditto - -	Ditto	Ditto	Garden.
75	Ditto - -	Ditto	Ditto	Woodland.
76	Ditto - -	Ditto	Ditto	Orchard and Plantation.
77	Ditto - -	Ditto	Ditto	Plantation and Pond.
80	Ditto - -	Ditto	Ditto	Land and Plantation.
81	Ditto - -	Ditto	Ditto	Ditto.
82	Ditto - -	Ditto	Ditto	Woodland.

Township of Kearsley in the Parish of Dean.

1	Legendre Pierce Starkie	- -	Legendre Pierce Starkie.	Woodland.
1 a	Earl of Derby - -	- -	Earl of Derby	Ditto.
6	Legendre Pierce Starkie	- -	Robert Lever	Woodland and Pasturage.
15	Earl of Derby - -	- -	Earl of Derby	Woodland.
21	Legendre Pierce Starkie	- -	Joseph Hulbert, underlets to James Woolstencroft.	Cottage, Garden, and Outconvenience.
	Ditto - -	- -	Ditto to Samuel Dootson.	Ditto.
22	The Trustees or Executors of the late Ellis Fletcher, Esquire.	- -	Ellen Jackson	Ditto.
	Ditto - -	- -	James Jackson	Ditto.
24	Legendre Pierce Starkie	- -	Robert Lever, underlets to James Woolstencroft	Shed.
27	Joseph Hulbert	- -	William Green	Cottage and Outconveniences.
	Ditto - -	- -	John Ashworth	Cottage, Garden, and Outconveniences.
	Ditto - -	- -	Thomas Hardman	Cottage, Weaving Shop, Orchard, and Outconveniences.
	Ditto - -	- -	Joseph Hutchinson	Cottage, Garden, and Outconveniences.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	Joseph Hulbert -	-	James Halliday	Cottage, Garden, and Outconveniences.
	Ditto -	-	Michael Coop.	Ditto.
	Ditto -	-	James Linley	Cottage, Weaving Shop, Garden, and Outconveniences.
	Ditto -	-	James Barrett	Cottage, Garden, and Outconveniences.
	Ditto -	-	James Woolstencroft	Ditto.
	Ditto -	-	John Openshaw	Ditto.
	Ditto -	-	Henry Linley	Ditto.
	Ditto -	-	Thomas Gordon	Ditto.
27 a	Earl of Derby -	Thomas Appleton.	Robert Linley	House, Barns, Shippens, Orchards, Homestead, Garden, and Outconveniences.
	Ditto -	Ditto	Ditto, underlets to Thomas Lord.	Cottage, Garden, and Outconveniences.
28	Barten Allen -	-	Abram Ryder	Ditto.
	Ditto -	-	Robert Wharton	Ditto.
	Ditto -	-	John Ogden	Ditto.
	John Lever -	-	Thomas Allen	Cottage and Outconveniences.
	Ditto -	-	Richard Phidian	Ditto.
	Ditto -	-	William Potter	Cottage and Outconveniences.
	Ditto -	-	James Barlow	Ditto.
28 c	Earl of Derby -	-	John Lever	House, Shop, Garden, and Outconveniences.
	John Whittaker -	John Lever	Ditto	Barn, Shippon, Stable, and Garden.
	Ditto -	Ditto	James Linley	Cottage and Outconveniences.
	Ditto -	Ditto	Robert Maxwell	Cottage, Garden, and Outconveniences.
	Ditto -	Ditto	Ellis Whittaker	Ditto.
	Ditto -	Ditto	John Lever	Bakehouse and Outbuildings.
32	Legendre Pierce Starkie	-	Simon Holt	Cottage, Shippon, Garden, Stackyard, and Outconveniences.
33, 33a	Earl of Derby and John Whittaker.	-	John Lever	Orchards.
34	Noah Bowker -	-	Noah Bowker	Outbuildings.
35	Earl of Derby -	Nathan Eckersley.	Joseph Hobson	Cottage, Garden, and Outconveniences.
	Ditto -	Ditto	John Dootson	Ditto.
37	Samuel Seddon -	-	Ditto	Garden.
48	Earl of Derby -	Betty Seddon	Ralph Seddon, underlets to John Knight.	Cottage, Garden, and Outconvenience.
	Ditto -	Ditto	Ralph Seddon, underlets to John Knight, who underlets to Richard Lomax.	Ditto.
52	Legendre Pierce Starkie	-	Samuel Pilkington, underlets to Thomas Greenwood.	Land and Woodland.
54	Ditto -	-	Samuel Pilkington	Ditto.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
57	John Seddon - -	- -	Robert and Thomas Grundy, underlet to Peter Sutton	House, Orchard, and Outconveniences.
			Robert and Thomas Grundy, underlets to Edward Smith.	Cottage, Garden, and Outconvenience.
	Ditto - -	- -	Unoccupied Ann Grundy	Stable. House, Kitchen, and Outconvenience.
			Ralph Booth	Cottage, Garden, and Outconvenience.
	Ditto - -	- -	Jeremiah Leech	Cottage and Garden.
			Samuel Chorlton, underlets to Jacob Leech.	Cottage and Outconveniences.
	Ditto - -	- -	Samuel Chorlton, underlets to John Chorlton.	Cottage, Joiner's Shop, Timber Yard, Saw-pits, Orchard, and Garden.
58	Ditto - -	- -	Robert and Thomas Grundy, underlet to William Fielding.	Cottage, Garden, and Orchard.
	Ditto - -	- -	Robert and Thomas Grundy, underlet to Edward Smith.	Garden and Orchard.
59	Legendre Pierce Starkie	- -	Samuel Pilkington	Land, Part Woodland.
60	Ditto - -	- -	Samuel Pilkington, underlets to Richard Pilkington.	Cottage, Orchard, and Outconveniences.
	Ditto - -	- -	Samuel Pilkington, underlets to Thomas Dickenson.	Cottage, Orchard, Garden, and Outconveniences.
63	The Trustees or Executors of the late Ellis Fletcher, Esquire	- -	- -	Waste Plantation.
65	James Bakewell - -	- -	James Lorrison	Cottage and Outconvenience.
	Ditto - -	- -	Unoccupied	Ditto.
	Ditto - -	- -	Ditto	Print Works.
65 a	Benjamin Rawson - -	- -	Benjamin Rawson	Plantation and Stream.
66	Ditto - -	- -	Joseph Bowker, underlets to Thomas Plumpton.	Cottage, Garden, and Outconveniences.
	Ditto - -	- -	Joseph Bowker, underlets to Edward Holt.	Cottage, Shippon, Garden, and Outconveniences.
67 a	Ditto - -	John and James Jackson.	John Bowker	Cottage, Garden, and Outconveniences.
	Ditto - -	Ditto	Margaret Wilkinson	Cottage and Outconvenience.
	Ditto - -	Ditto	Joseph Walker	Ditto.
	Ditto - -	Ditto	Ralph Compton	Ditto.
	Ditto - -	Ditto	Thomas Warring	Ditto.
	Ditto - -	Ditto	John Holt	Ditto.
	Ditto - -	Ditto	William Rowe	Ditto.
	Ditto - -	Ditto	Nathan Wardle	Shop, Cottage, Garden, and Outconvenience.
	Ditto - -	Ditto	John Walker	Cottage and Outconvenience.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	Benjamin Rawson	John and James Jackson.	Thomas Gerrard	Shop, Cottage, Garden, and Outconvenience.
	Ditto	Ditto	William Parkinton	Cottage, Garden, and Outconveniences.
	Ditto	Ditto	James Fogg	Ditto.
	Ditto	Ditto	George Smith	Ditto.
	Ditto	Ditto	Sarah Clarke	Ditto.
	Ditto	Ditto	Thomas Atherton	Cottage and Outconvenience.
	Ditto	Ditto	Peter Fletcher	Ditto.
	Ditto	Ditto	John Eckersley	Ditto.
	Ditto	Ditto	William Churnsides	Ditto.
	Ditto	Ditto	John Dawson	Ditto.
	Ditto	Ditto	George Churnsides	Ditto.
	Ditto	Ditto	Richard Rogerson	Ditto.
70	Ditto	-	James Low	Woodland.
72	Ditto	-	James Low, underlets to James Kenyon.	Cottage, Plot of Ground, and Outconveniences.
	Ditto	-	James Lowe, underlets to John Sharples.	Cottage, Garden, and Outconveniences.
	Ditto	-	James Lowe, underlets to James Jarrett.	Ditto.
	Ditto	-	James Lowe	House, Barn, Shippens, Stables, Outbuildings, Homestead, Two Gardens or Orchards, and Occupation Road.
	Ditto	-	Benjamin Rawson	Woodland, and Part Brook.
79	Jonathan Dorning	-	Jonathan Dorning and Thomas Lord.	Woodland and Pasturages.
82	Ditto	-	Jonathan Dorning	Air Shaft and Chimney.
84	Ditto	-	Ditto	Coal Shaft and Winding Machinery.
85	Ditto	-	Ditto	Engine House, Coking Ovens, Tram Road, Ponds, and Coke Staiths.
	Ditto	-	Ditto	Office, Stable, and Joiner's Shop.
	Ditto	-	George Maun	Cottage and Outconveniences.
88	Ditto	-	Thomas Lord	Woodland.
90	Ditto	-	Ditto	Stables and Homestead.
	Ditto	-	Robert Topp	Cottage, Garden, and Outconveniences.
	Ditto	-	Adam Knight	Ditto.
91	Benjamin Rawson	-	Thomas Lord	Garden.
92	Jonathan Dorning	-	Ditto	House, Garden, and Outconveniences.
	Ditto	-	Peter Greenhalgh	Cottage and Outconveniences.
	Ditto	-	Joseph Lord	House, Garden, and Outconveniences.
93	Benjamin Rawson	-	Joseph Wright	Stable.
	Ditto	-	Benjamin Rawson	Plantation.
94	Joseph Lord	-	Joseph Lord	Mill and Land.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
95	Jonathan Dorning -	- -	Richard Walker	Cottage, Garden, and Outconveniences.
95	Ditto -	- -	Thomas Lord	Barn and Shippon.
100	Benjamin Rawson -	- -	Benjamin Rawson	Park Land and Carriage Road.
<i>Township of Farnmouth in the Parish of Dean.</i>				
1, 2	Benjamin Rawson -	- -	Benjamin Rawson	Small Plantations.
3	Ditto -	- -	Ditto	Park and Plantations.
5	Thomas Phidian and Miss Heywood. -	- -	Thomas Phidian and Miss Heywood.	Plantation.
7	Benjamin Rawson -	- -	Benjamin Rawson	Small Plantation and Footpath.
9	Ditto -	- -	Ditto	Plantation.
12	Ditto -	- -	Ditto	Ditto, and Part Stream.
13	Ditto -	- -	Ditto	Ditto.
14	John Bentley -	- -	John Bentley	Part Stream and Plantation.
18	Ditto -	- -	Ditto	Land or Park and Occupation Road.
22	Ditto -	- -	Ditto	Plantation.
23	Ditto -	- -	Ditto	Land or Park.
24	Ditto -	- -	Ditto	Woodland.
25	Trustees of the late Duke of Bridgewater. -	- -	Trustees of the late Duke of Bridgewater.	Woodland.
28	Ditto -	- -	Peter Jones	Cottage, Garden, and Outconveniences.
	Ditto -	- -	Richard Crouther	Ditto.
	Ditto -	- -	Robert Horn	Ditto.
	Ditto -	- -	Peter Longworth	Ditto.
	Ditto -	- -	John Woolfeden	Ditto.
	Ditto -	- -	James Speakman	Cottage, Garden, Stack Yard, and Outconveniences.
30	Ditto -	- -	John Edge	Barn and Homestead.
	The Trustees of the Manchester and Bolton Turnpike Road. -	- -	Samuel Statham	Toll House and Weigh House.
<i>Township of Great Lever in the Parish of Middleton.</i>				
4	Trustees of the late Duke of Bridgewater. -	- -	John Bilborrow	Garden.
5	Ditto -	- -	Ditto	Bowling Green, Out-house, and small Plantation.
7	Ditto -	- -	Ditto	Woodland and Pasturage.
8	Ditto -	- -	{ Adam Mort Thomas Parkinson Robert Hall Richard Parkinson James Armstrong James Wright Earl of Bradford }	Land, and Part Woodland.
10, 11	Earl of Bradford -	- -	Earl of Bradford	Plantations and Streams.
13	Ditto -	- -	Ditto	Plantation.
19	Ditto -	- -	Mrs. Holland	Park Land.
20	Ditto -	- -	Ditto	Small Plantation.
21	Ditto -	- -	Ditto	Pond, Plantation, Pleasure Ground, and Outhouses.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
23	Earl of Bradford		Mrs. Holland	Garden, Pleasure Ground, and Out-houses.
24	Ditto		Ditto	Stack Shed, and Outbuildings.
34	Ditto		John Smith, underlets to William Kearney.	Cottage, Garden, and Outconvenience.
	Ditto		John Smith, underlets to Alice Garside.	Ditto.
	Ditto		John Smith	House, Stable, Barn, Shippon, Potato House, Cartshed, Outbuildings, Home-stead, and Garden.
	Ditto		Robert Howarth	House and Outconveniences, Chemical Works, and Garden.
36	Ditto		John Smith	Plantation.
39	Ditto		Earl of Bradford	Plantation.

Township of Great Bolton in the Parish of Bolton-le-Moors.

1	William Crompton		James Haslam	Two Gardens.
	Ditto		John Holden	Garden.
7	James Fletcher		Thomas Taylor, underlets to William Walwork.	Ditto.
	Robert Lever		William Walwork	Privy.
	The Executors of William Walker.		John Morris	Cottage, Garden, and Outconveniences.
	Ditto		Thomas Wood	Cottage, Area, and Outconveniences.
	Ditto		Thomas Scowcroft	Ditto.
	Ditto		Thomas Halstead	Cottage and Outconvenience.
	Ditto		George Greenhalgh	Ditto.
	Ditto		Jonathan Crook	Ditto.
	Ditto		Peter Smith	Cottage, Old Garden, and Outconveniences.
	Ditto		Jane Mather	Cottage and Outconveniences.
	Ditto		Jeremiah Holden	Ditto.
	Ditto		Richard Grundy	Ditto.
	Ditto		Thomas Duckworth	Ditto.
	Ditto		Samuel Warburton	Ditto.
	Ditto		Robert Fletcher	Cottage, Outconveniences, and Garden.
9	Messrs. Goodwin and Hughes.		Messrs. Goodwin and Hughes.	Mill, Millyard, Ponds, and Outbuildings.
11	The Trustees of Bolton Moor and Jonas Sharples.		The Trustees of Bolton Moor and Jonas Sharples.	House, Yard, Garden, and Outconvenience.
	The Trustees of Bolton Moor and Richard Bradley.		Mary Grime	Ditto.
	Ditto		George Johnson	Ditto.
12	Assignees of William Lomax.		Messrs. Goodwin and Hughes.	Stable, Gig House, and Yard.
13	— Gordon		Peter Hodgson	Cottage, Garden, and Outconveniences.
	Ditto		John Metcalf	Cottage and Outconveniences.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
13	— Gordon	- -	Thomas Nightingale	Cottage and Outconveniences.
	Ditto - -	- -	James Coop	Cottage, Gardens, and Outconveniences.
	Ditto - -	- -	William Wood	Ditto.
	Ditto - -	- -	James Howarth	Ditto.
	Ditto - -	- -	Lawrence Halliwell	Ditto.
	Ditto - -	- -	James Taylor	Land and Plantation.
	Ditto - -	- -	Henry Scholes	Two Gardens.
14	James Taylor	- -	James Taylor	House, Warehouse, Cart Shed, Stoveing House, Outbuildings, Gardens, and Outconveniences.
	Ditto - -	- -	Richard Hall	Cottage and Outconveniences.
	Ditto - -	- -	George Crompton	Ditto.
	Ditto - -	- -	Henry Scholes	Ditto.
	Ditto - -	- -	Henry Moon	Ditto.
	Mrs. Lomax	- -	Thomas Catterell	Ditto
	Ditto - -	- -	George Unsworth	Ditto.
	Ditto - -	- -	Thomas Radcliffe	Ditto.
	Ditto - -	- -	Ralph Halliwell	Ditto.
	Mrs. Heap	- -	William Sharples	Ditto and Cellar.
	Ditto - -	- -	— Atherton	Ditto and Outconveniences.
15	Miss Howell	- -	Thomas Howell	Outbuildings and Two Gardens.
	Ditto - -	- -	Unoccupied	Ditto.
19	John Barrow	- -	Richard Hulme	House and Outconveniences.
	Ditto - -	- -	James Warburton	House, Garden, and Outconveniences.
	Ditto - -	- -	Mary Fray	Ditto.
	Ditto - -	- -	Jonathan Spencer	Ditto.
	Ditto - -	- -	Miss Shakespeare	House and Outconvenience.
	Ditto - -	- -	John Johnson	Garden.
	Ditto - -	- -	— Wood	Ditto.
22	Earl of Bradford	- -	John Blinkhorn	Garden.
	Ditto - -	- -	Miss Marsden	Plot of Ground for drying Clothes.
24	Benjamin Hick	- -	Benjamin Hick	Building Ground.
25	Thomas Rushton	- -	Thomas Rushton	Pleasure Ground, Plantations, Gardens, Orchard, and Outbuildings.
	Ditto - -	- -	William Horrocks	Garden.
	Ditto - -	- -	Martha Hargraves	Ditto.
	Ditto - -	- -	Thomas Farrar	Ditto.
	Ditto - -	- -	John Jarrett	Ditto.
26	Major Kirby	- -	Mrs. Carlisle	Outbuildings, Pleasure Grounds, Gardens, and small Croft.
26a	Ditto - -	- -	John Jarrett	Cottage and Outconveniences.
	Ditto - -	- -	Edward Fogg	Ditto.
	Ditto - -	- -	Fanny Peat	Cottage, Outconveniences, and Weaving Shop.
	Ditto - -	- -	James Norris	Ditto.
	Ditto - -	- -	Daniel Webster	Ditto.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
27	Earl of Bradford -	-	William Swingwood	Field, Bowling Green, and Outbuildings.
a	Ditto and Miss Smith -	-	Miss Smith	House, Garden, and Outbuildings.
	Ditto -	-	Miss Fleming	Garden.
	Ditto -	-	Miss Fleming, underlets to George Cunliffe.	Ditto.
29	John Knowles -	-	Martha Hargraves	Public House, Brewhouse, Yard, and Outconveniences.
	Ditto -	-	Mrs. Lowe	House and Outconveniences.
	Samuel Walsh -	-	Samuel Walsh	Stable, Shippon, and Homestead.
29	George Cunliffe -	-	George Cunliffe	House, Warehouse, Stable, Gig House, Yard, and Outconveniences.
	Ditto -	-	George Fleming	House, Yard, and Outconveniences.
29a	Earl of Bradford -	-	Ellis Flitcroft	House, Yard, Garden, and Outconveniences.
	Ditto -	-	James Hardman	Ditto.
	Ditto -	-	Adam Hawksworth	Ditto.
	Ditto -	-	John Hardcastle	Garden.
30	James Crompton -	-	John Musgrave	House, Yard, and Outconveniences.
	John Hickson -	-	John Hickson	Ditto.
	Ditto -	-	Ann Taylor	Ditto.
31	Mary Stanton -	-	John Vickers	Ditto.
	Ditto -	-	Thomas Taylor	Ditto.
	Ditto -	-	Alice Mason	House, Garden, Yard, and Outconveniences.
	Ditto -	-	— Cuffley	House, Garden, and Outconveniences.
	Ditto -	-	— Pendlebury	House, Yard, and Outconveniences.
	Ditto -	-	— Sewell	Ditto.
	Ditto -	-	Samuel Walsh	Ditto.
32 } 33 } 34 } 35 } 36 }	Earl of Bradford -	-	-	{ Building Lands, and Part Streets.
36	Ditto -	-	— Lacy	Coach Stables, Yard, &c.

