



ANNO SEPTIMO

GULIELMI IV. REGIS.

Cap. xxi.

An Act for making a Railway from *Sheffield* in the West Riding of the County of *York* to *Manchester* in the County of *Lancaster*.

[5th May 1837.]

WHEREAS the making of a Railway from *Sheffield* in the West Riding of the County of *York* to *Manchester* in the County Palatine of *Lancaster* would be of great public Advantage: And whereas the several Persons herein-after named, together with divers other Persons, are willing to make such Railway at their own Expence, but the same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the 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 *James Adshead*, *William Bayley*, *Thomas Badger*, *Thomas Blake*, *Samuel Butcher*, *William Butcher*, *John Bower Brown*, *Samuel Broadbent*, *John Bennett*, *George Bentham*, *Benjamin Beddome*, *William P. Bradshaw*, *John Warburton Bridge*, *Samuel Barrow*, *George William Clark*, *Henry Coppock*, *W. R. Callender*, *Richard Coates junior*, *John Coates*, *Stuart Corbett*, *John Cheetham*, *Kitty Clarke*, *Luke Thomas Crossley*, *Joseph Clarke*, *Robert Craik*, *John Graves Clark*, *Henry Doncaster*, *Samuel Downend*, *Thomas Dearnaley*, *Thomas Denton*, *Thomas Ellin*, *Thomas Ellison*, *Michael Ellison*, *John Eadon*, *Joseph*
[Local.] 6 M Foote,

Proprietors
incorporated.

Foot, John Foster, Samuel Fox, Charles Fox, Henry Forth, John Fletcher, William John Fawcitt, Thomas Gourley, Robert John Gainsford, Robert Gainsford, John Greaves, Nathaniel Greaves, John Harrison, William Higgins, Richard Harrison, Bartholomew Hounsfeld, William Hoyland, James Hall, John Henry Harder, David Harrison, Samuel Hadfield, Isaac Hudson, Thomas Howard, John Hall, William Hall, Robert Hunter, William Hunter, Joseph Hadfield, Ann Hadfield, John Hall, Thomas Kitelee, Samuel Lees, A. H. Lees, John Lennard, Sir G. A. Lewin, Aaron Lees, Thomas Laycock, Robert Leader, Samuel Mettam, Charles Morton, Francis Morton, David Marshall, W. B. Naylor, Hugh Parker, L. Parkinson, James Parkinson, James Poole, Adamson Parker, Kenyon S. Parker, Samuel Parker, John Roberts, James Rhodes, Cornelius Randall, Mathew Richardson, Edward Rowell, Jonathan Rigg, John Rodgers, James Roberts, William Smith, James Sidebottom, Samuel Staniforth, William Sidebottom, W. G. Seed, Samuel Seed, William Sale, John Smith, H. Y. Sutcliffe, John Spencer, Thomas Smith, John Sawyer, George Sidebottom, Joe Sidebottom, Offley Shore, John Sykes, John Sidebottom, Mary Sidebottom, Edward S. Tuton, Edmund Peel Thomson, Lord Wharncliffe, John Ward, John Waddington, James Waddington, Thomas Waddington, John George White, Joseph Wood, William Wingfield, William Wigfield, Thomas Wheatley, Thomas Wiley, John Wood, Charles Frederick Younge, and all other Persons and Corporations who have subscribed or shall hereafter subscribe towards the said Undertaking, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby united into a Company for making and maintaining the said Railway and other Works by this Act authorized, according to the Provisions and Restrictions herein-after contained, and for that Purpose shall be One Body Corporate, by the Name and Style of "The Sheffield, Ashton-under-Lyne, and Manchester Railway Company," and by that Name shall have perpetual Succession and a Common Seal, and by that Name shall and may sue and be sued, and also shall have Power and Authority to purchase, hold, and sell Lands for the Use of the said Undertaking, without incurring any Penalties or Forfeitures, and shall also have and exercise such Powers and Authorities as are herein-after given or mentioned.

Rules for the Interpretation of this Act.

II. And be it further enacted, That in the Interpretation or legal Construction of this Act where any Word shall be used importing the Singular Number or the Masculine Gender only, such Word shall be understood and held to include several Matters and Things as well as one Matter and Thing, 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 and held to include Tenements and all other Hereditaments; and where the Word "Corporation" shall be used, the same shall be understood and held to mean any Body Politic, Corporate, or Collegiate, Civil or Ecclesiastical, Aggregate or Sole; and where the Word "Railway" shall be used, the same shall be understood and held to include the Railway and other Works by this Act authorized to be made; unless in any of the Cases aforesaid it be otherwise specially provided, or there be something

something in the Subject or Context repugnant to such Construction.

III. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to make and maintain the Railway herein-after mentioned, with all proper Works and Conveniences connected therewith, in the Line or Course, and upon, across, under, or over the Lands delineated upon the Plans and described in the Books of Reference deposited with the respective Clerks of the Peace for the West Riding of the County of *York*, the County of *Derby*, and the Counties Palatine of *Chester* and *Lancaster*; (that is to say,) such Railway to commence at or near a certain Street called *Spital Fields*, in the Township of *Brightside Bierlow* in the Parish of *Sheffield* in the West Riding of the County of *York*, and to pass from, through, or into the Parishes, Townships, and Places of *Sheffield*, *Ecclesfield*, *Tankersley*, *Silkstone*, *Penistone*, *Wortley*, *Sheffield*, *Brightside Bierlow*, *Tankersley*, *Wortley*, *Ecclesfield*, *Bradfield*, *Silkstone*, *Hunshelf*, *Oxspring*, *Turgoland*, *Penistone*, *Thurlestone*, *Langsett*, *Wadsley Bridge*, *Birley-carr*, *Oughtibridge*, *Outhwaite*, *Wharnccliffe Wood*, *Carlcoates*, *Bullhouse*, *Durnfordbridge*, and *Saltersbrook*, all in the West Riding of the County of *York*; *Glossop*, *Dinting Glossop*, *Hadfield*, *Padfield*, *Simondley*, and *Charlesworth*, all in the County of *Derby*; *Mottram-in-Longdendale*, *Stockport*, *Godley*, *Hattersley*, *Newton*, *Matley*, *Mottram-in-Longdendale*, *Tintwistle*, *Dukinfield*, *Hyde*, *Woodhead*, and *Floweryfield*, all in the County Palatine of *Chester*; and *Manchester*, *Ashton-under-Lyne*, *Gorton*, *Audenshaw*, *Ashton-under-Lyne*, *Manchester*, *Ardwick*, and *Openshaw*, all in the County Palatine of *Lancaster*; and to terminate at or near a certain Street or Place called *Chancery Lane*, in the Township of *Ardwick* and Parish of *Manchester* in the said County Palatine of *Lancaster*.

Company
empowered
to make the
Railway.

IV. And whereas Maps or Plans and Sections describing the Line of the said Railway, and the Lands in, through, under, over, or upon which the same is intended to be carried or made, together with Books of Reference thereto containing Lists of the Names of the Owners or reputed Owners and Occupiers of such Lands, have been deposited with the Clerks of the Peace for the West Riding of the County of *York*, for the County of *Derby*, and for the Counties Palatine of *Chester* and *Lancaster* respectively; be it therefore enacted, That the said Maps or Plans, Sections, and Books of Reference so deposited shall remain with and be kept by the said several Clerks of the Peace respectively, and all Persons interested in any Manner in such Lands shall have Liberty at all reasonable Times to inspect and to make Extracts from or Copies of the said Maps or Plans, Sections, and Books of Reference respectively, paying to the Clerk of the Peace in whose Custody the Map or Plan, Section, or Book of Reference so inspected or referred to may be for every Inspection the Sum of One Shilling, and for Copies of or Extracts from the said Books of Reference after the Rate of Sixpence for every One hundred Words; and the said Maps or Plans, Sections, and Books of Reference, or true Copies thereof or of so much thereof respectively as shall relate to any Matter which may be in question, certified under the Hand of such

Plans and
Books of Re-
ference to
remain in
Custody of
Clerks of
Peace, &c.

such Clerk of the Peace from whose Office the same shall be obtained, (who is hereby required to certify the same,) shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

Unintentional Errors in Map or Plan or Book of Reference not to prevent Execution of Act.

V. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said Railway and other Works in the Line or Course, and in, through, over, upon, under, or across the Lands delineated on the said Maps or Plans, although such Lands or any of them, or the Situation thereof respectively, or the Names of the Owners or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in this Act or in the Schedule hereto, or in the Books of Reference to the said Maps or Plans, if it shall appear to any Two or more Justices of the Peace acting within their Jurisdiction, as the Case may require, (in case of Dispute about the same,) and be certified by Writing under the Hands of such Justices, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake; and the Certificate of such Justices shall be deposited with and remain in the Custody of the respective Clerks of the Peace of the said Counties (as the Case may require), and Copies thereof, certified by such respective Clerks of the Peace under their respective Hands, shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

Limiting Deviations from Plan.

VI. And be it further enacted, That the said Company in making the said Railway and other Works by this Act authorized shall have full Power and Authority to deviate from the Line delineated on the Maps or Plans so deposited with the Clerks of the Peace as herein-before mentioned, with such Deviation in the Section as may be necessary in consequence thereof; provided always, that no such Deviation shall extend to a greater Distance than One hundred Yards, and in passing through any Town such Deviation shall not extend to a greater Distance than Ten Yards, from the Line so delineated upon the said Plans, nor shall such Deviation extend into the Lands or Property of any Person whose Name is not mentioned in the said Book of Reference, unless the Name of such Person shall have been omitted by Mistake, and unless the Fact that such Omission proceeded from Mistake shall have been certified in manner herein-before provided for in Cases of unintentional Errors in the said Book of Reference: Provided always, that the said Railway shall be so laid down and made as not to approach nearer to the South Bank of the *Manchester, Ashton-under-Lyne, and Oldham Canal* in the Parish of *Ashton-under-Lyne* than the Distance of One hundred and fifty Yards in any Part between the Two Points at which the said Railway intersects the old Turnpike Road leading from *Ashton-under-Lyne* to *Manchester*, and from which Points of Intersection the said Railway runs between the said Road and the said Canal.

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

VII. Provided always, and be it further enacted, That nothing herein contained shall authorize the said Company or any Person acting under their Authority to take, injure, or damage, for the Purposes of this Act, any House or other Building which was erected or built on or before the Thirtieth Day of *November* One thousand eight hundred and thirty-six,

thirty-six, or any Ground which was then set apart and used as and for a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk, or Avenue to a House, or any inclosed Ground planted as an Ornament or Shelter to a House, or planted and set apart as a Nursery for Trees, other than and except such as are specified in the Schedule to this Act annexed, without the Consent in Writing of the Owner and Occupier thereof respectively, unless the Omission thereof in such Schedule shall have proceeded from Mistake, and unless it shall be so certified in manner herein-before provided for in Cases of unintentional Errors in the said Book of Reference.

VIII. And be it further enacted, That the Line of the said Railway on the Estate of *George Sidebottom* and *Joe Sidebottom* of *Broadbottom* in the Parish of *Mottram-in-Longdendale* and County of *Chester*, Cotton Manufacturers, shall not be varied from the Line specified in the Map or Plan deposited in the Office of the Clerk of the Peace for the County of *Chester*, nor approach nearer to *Harwood Lodge*, the Residence of the said *Joe Sidebottom*, than the Distance of One hundred Yards, without the Consent in Writing of the said *George Sidebottom* and *Joe Sidebottom*, their Heirs or Assigns, for that Purpose first had and obtained.

Line not to be varied through the Estate of Messrs. Sidebottom;

IX. And be it further enacted, That the said Company, their Successors and Assigns, shall carry the said Railway on Arches built either of Brick or Stone, and not on Embankments, through the Brick Cottages at *Broadbottom* in the Parish of *Mottram-in-Longdendale*, and belonging to the said *George Sidebottom* and *Joe Sidebottom*, such Arching not to be more than Sixty-six Yards in Length in the whole.

and to be built on Arches through the Brick Cottages at Broadbottom.

X. And be it further enacted, That the Company of Proprietors of the said intended Railway shall make and at all Times hereafter maintain One or more good and sufficient Watercourse or Watercourses in the Township of *Openshaw* in the County of *Lancaster*, on the North Side of the said intended Railway, by means whereof all the Water arising or flowing from Land of *George Cornwall Legh* Esquire which may be excavated or cut for the Purposes of the said intended Railway may be conveyed along the Side of the said intended Railway in a Westerly Direction to some Part of the Land of the said *George Cornwall Legh* on the same or a lower Level than the said intended Railway, and there turned upon the said Land, to be used, diverted, and employed as the Owner or Owners of such Land shall from Time to Time think proper.

A Watercourse to be made on the Land of George Cornwall Legh, Esquire.

XI. And be it further enacted, That the Company of Proprietors of the said intended Railway shall make and at all Times hereafter maintain not less than Three Bridges, sufficient for the Passage of Horses, Carts, and Carriages, for the better and more commodious Communication betwixt the Land of the said *George Cornwall Legh* or his Assigns on the North and South Sides of the said intended Railway in the said Township of *Openshaw* and on the West Side of the *Stockport* Canal.

Three Bridges to be made for Communication between Parts of Mr. Legh's Estate.

[Local.]

6 N

XII. And

Company to pay for the Damages, if any, to Lights at Best Hill Mill.

XII. And whereas the said Railway is intended to pass near the Mill or Factory of *Samuel* and *Henry Marsland*, situate at *Best Hill* in *Glossop* aforesaid: And whereas the said *Samuel* and *Henry Marsland* may suffer Damage or Injury as to the Lights of or in the said Mill or Factory by the Bridge or Embankment over which the said Railway may be there carried; be it therefore enacted, That for any Damage, Loss, or Inconvenience whatsoever which the said *Samuel* and *Henry Marsland* may sustain as aforesaid by reason of the damaging, injuring, or affecting of the said Lights of or in the said Mill or Factory, or otherwise, by reason of the Execution of the Powers of this Act, the said *Samuel* and *Henry Marsland* shall have and be entitled to receive of and from the said Railway Company such Sum or Sums of Money, by way of Recompence or Compensation, as shall be agreed upon between the said *Samuel* and *Henry Marsland* and the said Company; and in case the said *Samuel* and *Henry Marsland* and the said Company shall not agree as to the Amount or Value of such Recompence or Compensation, the same shall be ascertained and settled, if required, by the Verdict of a Jury, as herein-after is directed.

Arches to be constructed on Property of Messrs. Brocklehurst.

XIII. And be it further enacted, That Messieurs *William* and *John Brocklehurst*, their Heirs or Assigns, shall, within Twelve Calendar Months after the passing of this Act, deliver or cause to be delivered at the Office or to the Secretary of the said Company a Map or Plan, showing the Places in which the Arches herein-after provided for are required to be erected; and the said Company shall and they are hereby required to construct Four sufficient Arches practicable for Carriages under the said Railway upon certain Land belonging to the said *William* and *John Brocklehurst* in the Township of *Ardwick*, in addition to One over *Gorton Lane*, which Arches are to be from Time to Time and at all Times kept in repair by the said Company.

Arches to be constructed on Property of Henry Weech Burgess.

XIV. And be it further enacted, That *Henry Weech Burgess*, his Heirs or Assigns, shall, within Twelve Calendar Months after the passing of this Act, deliver or cause to be delivered at the Office or to the Secretary of the said Company a Map or Plan, or Maps or Plans, showing the Places in which the Arches herein-after provided for are required to be erected, and the said Company shall and they are hereby required to construct Six Arches practicable for Carriages under the said Railway upon certain Land belonging to the said *Henry Weech Burgess* in the Township of *Ardwick*, which Arches are to be from Time to Time and at all Times kept in repair by the said Company.

Company not to erect Engines on the Land of Mr. Burgess, & c.

XV. And be it further enacted, That the said Company shall not erect or place any stationary Engine on the Land of the said *Henry Weech Burgess* or of the said *William* and *John Brocklehurst* save and except on such as they are by this Act enabled or required to purchase.

The Rights of the Proprietors of the Peak

XVI. And whereas the said Railway is intended to pass over the *Peak Forest* Canal in the Township of *Dukinfield* in the Parish of *Stockport* in the County of *Chester*, and it is expedient to provide against

against Obstructions being occasioned thereby to the free Navigation of the said *Peak Forest* Canal ; be it therefore enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the said *Peak Forest* Canal, or authorize or empower the said Railway Company to alter the Line or Level of the said Canal or Towing Path thereto, or any Part thereof, or to obstruct the Navigation of the said Canal or any Part thereof, or to divert any of the Waters therein, or which now supply the said Canal, or to injure any of the Works of the said Canal ; and it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway as delineated in the Maps or Plans of the said Railway deposited with the Clerk of the Peace for the County of *Chester*, by which Deviation any Side Ponds, Towing Paths, Bridges, Banks, or Feeders, or any other Works of or belonging to the said *Peak Forest* Canal, or any Part thereof respectively, shall be taken, used, or damaged, without the Consent of the said Company of Proprietors of the *Peak Forest* Canal under their Common Seal first had and obtained.

Forest Canal not to be affected, nor the Canal diverted.

XVII. And be it further enacted, That in carrying the said Railway over the said *Peak Forest* Canal the said Railway Company shall and they are hereby required, at their own Expence, to erect, build, and for ever after maintain in perfect Repair, a good, firm, and substantial Bridge of Brick, Stone, or Iron over the said Canal and the Towing Path thereof, with proper Approaches thereto, upon which Bridge the said Railway shall be made ; and the said Bridge shall be so constructed as to leave within the Abutments of the Arch thereof a free, open, and uninterrupted navigable Waterway of Thirty-three Feet in Width, and a Towing Path of Six Feet in Width, and the Abutments of the said Bridge shall be carried up perpendicularly to the Height of Six Feet at the least above the Top-water Level of the said Canal at the Place of crossing, and the under Side of the Centre of the Arch shall not be less than Ten Feet above such Top-water Level ; and the said Railway Company shall and they are hereby required during the Progress of constructing such intended Bridge, or the necessary Repairs thereof, or the Erection of any future Bridge in lieu thereof, from Time to Time and at all Times to leave a free, open, and uninterrupted navigable Waterway in the said Canal of not less than Sixteen Feet in Width and Eight Feet in Height, under the Centering to be used for constructing, repairing, or rebuilding of the said Bridge.

Bridge to be constructed over the *Peak Forest* Canal.

Width of Waterway to be left in constructing the Bridge.

XVIII. And be it further enacted, That if in the Execution of any of the Works by this Act authorized to be made, or by reason of any Act or Omission of the said Railway Company, their Agents, Servants, or Workmen, or if by reason or in consequence of any of the said Works when made, the said *Peak Forest* Canal, or the Towing Path thereof, shall at any Time be so obstructed as that Boats, Barges, or other Vessels using the same cannot conveniently pass along the same, then and in either of such Cases it shall and may be lawful for the said Company of Proprietors of the said Canal, at the Costs and Charges of the said Railway Company, to remove
take,

For preventing Obstructions in the *Peak Forest* Canal.

take, and put away such Obstruction or Impediment as aforesaid, and to make good all Damage or Injury done to the said Navigation thereby, and that the said Railway Company shall pay to the said Company of Proprietors of the said Canal, as or by way of ascertained Damages, all Costs and Charges to be incurred as aforesaid, and also the Sum of Five Pounds for every Hour during which any such Impediment shall continue: Provided always, that if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of any of the Servants of or Persons employed by the said Railway Company, then and in every such Case the said Railway Company shall pay to the said Company of Proprietors of the *Peak Forest* Canal the Sum of Ten Pounds for every Hour during which the Obstruction shall continue, as or by way of ascertained Damages; and in default of Payment of such Costs and Charges, or of such Sum or Sums, as the Case may be, on Demand made of or from the Treasurer of the said Railway Company, such Demand being made in Writing, and fully and accurately stating the Particulars thereof, any Two or more of His Majesty's Justices of the Peace shall and they are hereby required, on Application by the said Company of Proprietors of the said Canal, or their Clerk or Clerks, or other Person authorized by them, by Warrant under the Hands and Seals of the said Justices, to cause the Amount thereof to be levied by Distress and Sale of the Goods and Chattels of the said Railway Company, and to be paid to the said Canal Company, their Agent or Clerk, rendering the Overplus (if any), upon Demand, after deducting the reasonable Charges of making such Distress and Sale, to the said Railway Company; or the said Company of Proprietors of the said Canal may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of His Majesty's Courts at *Westminster*; and the said Railway Company shall also make Compensation to all other Parties navigating on the said Canal for all Loss or Injury which they may sustain by the Obstruction or Delay occasioned by such Interruption or Stoppage as aforesaid, to be recovered in like Manner.

The Rights of the Proprietors of the Manchester, Ashton-under-Lyne, and Oldham Canal Navigation not to be affected, or the Canal diverted.

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

and it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway so delineated in the Maps or Plans of the said Railway deposited with the Clerk of the Peace for the County of *Lancaster*, by which Deviation any Side Ponds, Towing Paths, Bridges, Banks, or Feeders, or any other Works belonging to the said Branch Canal, or any Part thereof respectively, shall be taken, used, or damaged, without the Consent of the said Company of Proprietors of the said Canal Navigation under their Common Seal first had and obtained.

XX. And be it further enacted, That in making and forming the said Railway under the said Branch Canal the said Railway Company shall and they are hereby required to construct and form the Archway or Tunnel for conducting the said Railway under the said Branch Canal in a firm and substantial Manner, and so that the Depth of the Waterway of the Canal at the Place of crossing shall not be less than Five Feet; and the said Railway Company shall and they are hereby required, during the Progress of constructing the said Archway or Tunnel under the said Canal, or the necessary Repairs thereof, or the Erection or Formation of any future Archway or Tunnel in lieu thereof, from Time to Time and at all Times well and effectually to preserve the said Branch Canal, and the Towing Path, Banks, and Works thereof, entire and free from Injury or Damage.

Archway to be constructed under the Stockport Canal.

XXI. And be it further enacted, That if in the Execution of any of the Works by this Act authorized to be made, or by reason of any Act or Omission of the said Railway Company, their Agents, Servants, or Workmen, or if by reason or in consequence of any of the said Works when made, the said Branch Canal or the Towing Path thereof shall at any Time be obstructed so that Boats, Barges, or other Vessels using the same cannot conveniently pass along the same, or any Leakage be occasioned to the said Canal, or the Water thereof be let off, then and in any of such Cases it shall and may be lawful to and for the said Company of Proprietors of the said Canal Navigation, at the Costs and Charges of the said Railway Company, to remove, take, and put away such Obstruction or Impediment, and to repair and make good all Damages or Injury done to the said Navigation thereby; and that the said Railway Company shall pay to the said Company of Proprietors of the said Canal Navigation, as or by way of ascertained Damages, all Costs and Charges to be incurred as aforesaid, and also the Sum of Three Pounds for every Hour during which any such Impediment shall continue: Provided always, that if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of any of the Servants of or Persons employed by the said Railway Company, then and in every such Case the said Railway Company shall pay to the said Company of Proprietors of the said Canal Navigation the Sum of Six Pounds for every Hour during which such Obstruction shall continue, as or by way of ascertained Damages; and in default of Payment of such Costs and Charges, or of such Sum or Sums, as the Case may be, on Demand made of or from the Treasurer of the said Railway Company, such Demand being made in Writing, and fully and accurately stating the Particulars thereof, any Two or more

For preventing Obstructions in the Stockport Branch Canal.

of His Majesty's Justices of the Peace shall and they are hereby required, on Application by the said Company of Proprietors of the said Canal Navigation, or their Clerk or Clerks, or other Person authorized by them, by Warrant under the Hands and Seals of the said Justices, to cause the Amount thereof to be levied by Distress and Sale of the Goods and Chattels of the said Railway Company, and to be paid to the said Canal Company, their Agent or Clerk, rendering the Overplus, if any, upon Demand, after deducting the reasonable Charges of making such Distress and Sale, to the said Railway Company; or the said Company of Proprietors of the said Canal Navigation may sue for and recover the same, together with the full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of His Majesty's Courts at *Westminster*; and the said Railway Company shall also make Compensation as well to all other Parties navigating on the said Canal for all Loss or Injury which they may sustain by the Obstruction or Delay occasioned by such Interruption or Stoppage as aforesaid, as also to the Owners and Occupiers of all Buildings, Lands, and Works which shall be injured or damaged by the breaking down of the said Canal, and the flowing of Water therefrom, in consequence of such Acts or Omissions as aforesaid.

A Side Canal to be made until the Tunnel is complete.

XXII. And be it further enacted, That previously to the said Railway Company commencing the Formation of a Tunnel under the said Branch Canal at *Gorton* aforesaid the said Railway Company shall and they are hereby authorized and required, at their own Costs and Charges, to make, cut, and form a Side Canal for the Use of the Proprietors of the said Canal Navigation until such Tunnel shall be completed, with a Depth of Water of Five Feet and not less than Sixteen Feet wide, and in such Situation as shall be approved of by the Committee of the said Company of Proprietors of the said Canal Navigation, the same to be made, cut, and formed with a proper and sufficient Towing Path, and other Works and Conveniences, to the Satisfaction of the Engineer for the Time being of the said Company of Proprietors, and so that the same shall be at all Times during the Continuance thereof open, free, and uninterrupted, and kept in good Order, Repair, and Condition by and at the Costs and Expences of the said Railway Company; and in case of any Want of Repair thereto, and Notice thereof being given by the principal Agent or Engineer of the said Canal Company to the Clerk or Agent of the said Railway Company, if the said Railway Company shall not for the Space of Three Days after such Notice commence such Repairs, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said Company of Proprietors of the said Canal Navigation from Time to Time to make all such Repairs thereto as they may think necessary, and to recover the Expences thereby incurred from the said Railway Company in such and the same Manner as is herein-before provided with respect to the Expences attending the Repairs to be done or performed by the said Company of Proprietors of the said Canal Navigation to the said Tunnel, and the Bridges and Culverts hereby authorized to be made.

XXIII. And

XXIII. And be it further enacted, That when and so soon as any such Tunnel shall be completed the said Railway Company shall, at their own Costs and Charges, restore and make good the original Line of the said Canal in a perfect and complete State of Repair, to the Satisfaction of the Engineer of the Company of Proprietors of the said Canal Navigation, of the Width of not less than Twenty-four Feet of Waterway and Five Feet for the Towing Path, and with perpendicular Walls at each Side thereof, and remove and fill up the said Side Canal, so that the said Branch Canal and the Towing Path and Works thereof shall be restored as near as may be to their present State; but if the said Branch Canal shall not be restored to its present State by the said Railway Company within Six Months from the Commencement of making the said Tunnel, the said Company of Proprietors of the said Canal Navigation shall and may restore and make good the original Line of the said Branch Canal in the Manner herein-before mentioned, and recover the Expences thereby incurred from the said Railway Company in such and the same Manner as is herein-before provided with regard to the Expences attending the Repairs to be done or performed by the said Company of Proprietors of the said Canal Navigation to the said Tunnel, Bridges, and Culverts hereby authorized to be made.

When Tunnel is completed, the original Line of the Canal to be made good.

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

Saving Rights of Manchester and Salford Water Company.

49 G. 3. c. 192.

53 G. 3. c. 20.

56 G. 3. c. 12.

4 G. 4. c. 115.

XXV. And be it further enacted, That the said Company of Proprietors of the *Manchester and Salford Waterworks* shall at all Times have free and uninterrupted Access to all their respective Main Pipes, Service Pipes, and Branch Pipes; and in the event of its being necessary, in making the said Railway, that the Pipes of the said Waterworks

Providing for the Alteration of the Water Pipes.

works

works Company or their Tenants should be altered, raised, removed, or relaid, the said Company of Proprietors hereby incorporated shall give Notice in Writing to be left at the Office or Place of Business of the said Waterworks Company in manner following; that is to say, Three Months Notice before any principal Main Pipe is to be removed, Seven Days Notice before any Street Main or Service Pipe is to be removed, and Twenty-four Hours Notice before any Branch Pipe for supplying Houses, Buildings, or Works with Water is to be removed; which said Pipes shall be altered, raised, relaid, and removed by the said last-mentioned Company of Proprietors out of the Funds arising under this Act; and all Loss, Costs, Damages, and Expences which the said Waterworks Company or their Tenants shall or may sustain or be put unto in consequence of the said Pipes being so altered, raised, or removed shall be paid out of the said Funds; and if there shall be any Dispute between the said Waterworks Company and the Company of Proprietors hereby incorporated respecting the Amount of such Losses, Costs, Charges, Damages, and Expences, the same shall from Time to Time be ascertained and settled by a Justice of the Peace for the said County of *Lancaster*, upon the Application of either Party, but after a Hearing of both Parties; and in case such Losses, Costs, Charges, Damages, and Expences shall remain unpaid for the Space of Ten Days next after the Day on which the same shall have been so ascertained and settled as aforesaid, and Demand made thereof by any Clerk or Servant acting on behalf of the said Waterworks Company from the Clerk or Treasurer for the Time being of the said Company of Proprietors hereby incorporated, the same shall and may be recovered from the said last-mentioned Company of Proprietors by the said Waterworks Company as any other Debt or Demand can or may at Law or in Equity be recovered by the said last-mentioned Company of Proprietors; and the Signature of the said Justice to the Amount so by him ascertained and settled as aforesaid shall be conclusive Evidence of the Amount of such Debt or Demand, unless Fraud or undue Partiality shall be shown.

For protect-
ing Water
Pipes.

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

Power to
take Lands,
&c.

XXVII. And be it further enacted, That for the Purposes and subject to the Provisions and Restrictions of this Act it shall be lawful for the said Company, their Deputies, Contractors, Servants, Agents, Surveyors,

Surveyors, and Workmen, and all other Persons by them authorized, and they are hereby empowered, to enter into and upon the Lands of any Person or Corporation whatsoever, and to survey and take Levels of the same or of any Part thereof, and to set out and appropriate for the Purposes of this Act such Parts thereof as they are by this Act empowered to take or use, and in or upon such Lands, and in and upon any Lands adjoining thereto, to bore, dig, cut, embank, and sough, and remove or lay, and also to use, work, and manufacture, any Earth, Stone, Rubbish, Trees, Gravel, or Sand, or any other Materials or Things which may be dug or obtained therein or otherwise in the Execution of any of the Powers of this Act, and which may be proper or necessary for making, maintaining, altering, repairing, or using the said Railway and other Works by this Act authorized, or which may obstruct the making, maintaining, altering, repairing, or using the same respectively, according to the full and true Intent and Meaning of this Act, and also, for the Purposes and according to the Provisions and Restrictions of this Act, to make and construct, in, upon, across, under, or over the said Railway or other Works, or in, under, upon, across, or over any Lands, Hills, Valleys, Streets, Roads, Railways or Tramroads, Rivers, Canals, Brooks, Streams, or other Waters, such inclined or other Planes, Tunnels, Embankments, Aqueducts, Bridges, whether temporary or permanent, Roads, Ways, Passages, Conduits, Drains, Dams, Weirs, Piers, Arches, Cuttings, and Fences, and also to erect and construct such Houses, Wharfs, Warehouses, Toll Houses, Landing Places, and other Buildings, Engine Houses, Engines, Machinery, Apparatus, and other Conveniences and Works of all Descriptions, for the Purposes of this Act, as they shall think proper, and also to alter the Course of any Rivers, Canals, Brooks, Streams, or Watercourses as may be judged necessary by the said Company for constructing or maintaining any of the Works aforesaid, whether temporary or permanent, under or over the same, and also to divert or alter the Course of any Rivers or Streams of Water, Roads or Ways, or to raise, sink, deepen, or lower any such Rivers or Streams, Roads or Ways, in order the more conveniently to carry the same under or over or by the Side of the said Railway, and to make Drains or Conduits into, through, or under any Lands adjoining or near to the said Railway, for the Purpose of conveying Water from or to the said Railway, and also from Time to Time to alter, repair, or discontinue the before-mentioned Works or any of them, and to substitute others in their Stead, and generally to do and execute all other Matters and Things necessary or convenient for constructing, maintaining, altering, or repairing and using the said Railway and the other Works by this Act authorized, they the said Company, their Deputies, Contractors, Agents, Servants, and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and the said Company making full Satisfaction in manner herein-after mentioned to all Persons and Corporations interested in any Lands which shall be taken, used, or injured for all Damages to be by them sustained in or by the Execution of all or any of the Powers hereby granted; and this Act shall be sufficient to indemnify the said Company and all other Persons whomsoever for

[*Local.*]

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what they or any of them shall do by virtue of the Powers hereby granted, subject nevertheless to such Provisions and Restrictions as are herein mentioned and contained.

Provision for
Deficiency in
Land Tax.

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

Breadth of
Land to be
taken for
the Railway.

XXIX. And be it further enacted, That the Lands to be taken for the Line of the said Railway shall not exceed Twenty-two Yards in Breadth, except in those Places where a greater Breadth shall be judged necessary for Carriages to wait, load or unload, and to turn or pass each other, or for raising Embankments for crossing Valleys or low Grounds, or in Cuttings, or for the Erection and Establishment of any fixed or permanent Stations, Warehouses, Wharfs, Toll Houses, Machinery, Erections, and Buildings, and not in any Place exceeding Two hundred Yards on each Side of the Line of Railway, except at or near the Terminations of the said Railway, and except also on Commons, Downs, or Waste Grounds, unless with the Consent of the Owners and Occupiers of any Lands which the said Company shall be desirous of appropriating for the Purpose of obtaining greater Space for the Purposes of making the said Railway and the Works and Conveniences thereto belonging.

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

XXX. And be it further enacted, That if in the Execution of any of the Powers of this Act any Land shall be cut through and divided, so that what shall be left thereof on both Sides or on either Side of the said Railway shall be less than Half a Statute Acre in Quantity, and if the Owner of any such Land shall not have any other Land adjoining to that which shall be left on either Side of the said Railway, then and in every such Case, if such Owner shall so require, but not otherwise, the said Company shall also purchase the Land so left on both or on either Side of the said Railway, being less than Half a Statute Acre in Quantity as aforesaid,

the Value thereof to be ascertained (if the Parties differ about the same) in the same Manner as is directed concerning any Land to be taken or used for the Purposes of this Act; or in case such Owner as aforesaid shall have any other Land adjoining to that which shall be so left, he may require the said Company, at the Expence of the said Company, to throw the same into the adjoining Land of such Owner by removing the Fences and levelling the Sites thereof, and soiling the same in a sufficient and workmanlike Manner.

XXXI. And be it further enacted, That in all Cases where in exercise of the Powers hereby granted any Part of any Carriage or Horse Road or Foot Road, Railway or Tramroad, either public or private, shall be found necessary to be gone across, cut through, raised, sunk, taken, or so much injured as to be impassable for Travellers, Passengers, or Carriages, or the Persons entitled to the Use thereof, the said Company shall, at their own Expence, before any such Road shall be so gone across, cut through, raised, sunk, taken, or injured as aforesaid, cause a good and sufficient Road, as the Case may require, to be set out and made instead of such Road so gone across, cut through, raised, sunk, taken, or injured, and such new Road shall be as convenient for Passengers and Carriages as the said Road so to be gone across, cut through, raised, sunk, taken, or injured as aforesaid, or as nearly so as may be, and shall cause such new Road to be put into good and substantial Order and Condition where the former Road cannot be more easily restored; and where the Road so gone across, cut through, raised, sunk, or passed over shall be a Turnpike Road, the substituted Road, if temporary, shall be set out and made as aforesaid, and the principal Road restored, within Six Calendar Months after the Commencement of such Operation; and the Railway where it shall cross or run within the Distance of Twenty Yards from the Side of any Turnpike Road shall be made, fenced off, and kept in repair so as to prevent Inconvenience or Obstruction to the Passage along such Turnpike Road or Accidents thereon.

Provision for
Injury to
Roads.

XXXII. Provided always, and be it further enacted, That in case the said Company shall neglect to set out and make such good and sufficient Road as herein-before mentioned, or if in the Execution of this Act any Turnpike Road shall be cut through, raised, sunk, or injured, and the same shall not be restored within the Period prescribed by this Act, then and in either of such Cases the said Company shall forfeit and pay for every Day during which such good and sufficient Road shall be neglected to be set and made, and during which such Turnpike Road shall not be restored, after the said prescribed Period (as the Case may be), the Sum of Thirty Pounds, to be levied, recovered, and applied in the same Manner as other Penalties are by this Act directed to be recovered, levied, and applied.

Penalty on
Company
making de-
fault in rein-
stating Turn-
pike Roads.

XXXIII. And be it further enacted, That where the said Railway shall cross any Turnpike Road or public Carriage Road, either such Turnpike Road or public Carriage Road shall be carried over the said Railway, or the said Railway shall be carried over the said Turnpike

Railway not
to cross any
Turnpike
Road on a
Level.

Turnpike Road or public Carriage Road, at the Expence of the said Company, by means of a Bridge, where not otherwise provided for by this Act, of such Construction as is herein-after mentioned.

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

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

Regulations as to crossing Footpaths.

XXXV. And be it further enacted, That the said Railway shall not be made across any public Footpath on the Level; and where the said Railway shall cross any public Footpath the said Company shall make and maintain convenient Ascents and Descents (as the Case may be) to such Footpath.

Height and Depth of Ledge of Railway in crossing public Roads.

XXXVI. And be it further enacted, That where the said Railway shall cross any public Highway other than a Turnpike Road the Ledge or Flanch of such Railway, for the Purpose of guiding the Wheels of the Carriages thereupon, shall not rise above nor sink below the Level of such Road more than One Inch.

Regulations as to Width and Height of Bridges for carrying Railway over public Roads.

XXXVII. And be it further enacted, That where any Bridge shall be erected by the said Company for the Purpose of carrying the said Railway over or across any Turnpike Road or other public Carriage Road, the Span of the Arch of such Bridge shall be formed and shall at all Times be and be continued of such Width as to leave a clear and open Space under every such Arch of not less than Thirty Feet for a Turnpike Road, and of not less than Twenty Feet for a public Carriage Road, and of a Height from the Surface of such Turnpike Road to the Centre of such Arch of not less than Sixteen Feet, and of a Height from the Surface of a public Carriage Road to the Centre of such Arch of not less than Fourteen Feet, and the Descent under any such Bridge, in the Case of a Turnpike Road, shall not exceed One Foot in Thirty Feet, and in the Case of any other public Carriage Road One Foot in Twenty Feet, and in case of any other Road One Foot in Fifteen Feet, beyond the original Level or Inclination of such Road.

XXXVIII. And

XXXVIII. And be it further enacted, That where any Bridge shall be erected for carrying any Turnpike Road over the said Railway, the Road over such Bridge shall be formed and shall at all Times be continued of such Width as to leave a clear and open Space between the Fences of such Road of not less than Thirty Feet, and where any public Carriage Road not being a Turnpike Road shall be carried over the said Railway, such Space shall not be less than Twenty Feet; and the Ascent of every such Bridge for the Purpose of such Turnpike Road shall not be more than One Foot in Thirty Feet, and with respect to any public Carriage Road not being a Turnpike Road not more than One Foot in Twenty Feet, and with respect to any Occupation Road or private Carriage Road not more than One Foot in Fifteen Feet; and a good and sufficient Fence shall be made, and at all Times thereafter continued and repaired, by and at the Expence of the said Company, on each Side of every such Bridge, which Fence shall not be less than Four Feet above the Surface of the Road over such Bridge: Provided nevertheless, that the Regulations herein-before contained respecting the Ascent or Descent of Roads over or under the said Railway shall not apply where the Inclination of such Roads shall not be increased or altered by the making of the said Railway.

Regulating
Bridges for
carrying
public Roads
over Railway.

XXXIX. Provided also, and be it further enacted, That during the Construction of the said Bridges over or under any Turnpike Roads, and the Works connected therewith, and after such Bridges and Works shall have been constructed pursuant to the Directions herein contained, the said Company shall and they are hereby required at all Times thereafter to keep in repair the said Bridges and Works, and the retaining Walls (if any shall be required for the Approaches to such Bridges), and such Approaches and the Road over such Bridges shall, in the first instance, be properly formed of good and sufficient Road Materials, by and at the Expence of the said Company, to the Satisfaction of the general Surveyor for the Time being to the Trustees of the several Turnpike Roads under or over which such Bridges shall be made, but the said Company shall not thereafter be required to repair or keep in repair such Road when once properly formed; and in case of any Want of Repair to the said Bridges and other Works, or any of them, and Notice thereof be given to the said Company by or on behalf of the Trustees of any such Turnpike Roads respectively, if the said Company shall not for the Space of Twenty-one Days after the Service of such Notice commence such Repair, and proceed therein with all reasonable Expedition until the same shall have been completed, it shall be lawful for the said Trustees to proceed to repair and make good the same, so that no Obstruction be caused to the said Railway in the Progress of such Repairs; and all the Costs, Charges, and Expences incurred by the said Trustees shall be paid, on Demand, by the said Company.

Company to
keep Bridges,
&c. in repair.

XL. And be it further enacted, That in case the said intended Railway shall at any Time hereafter, from its near Approach to any Turnpike Road, occasion Danger to the Travellers on such Road in consequence of Horses being frightened by the Sight of the Engines

Company to
erect a
Screen on
the Side of
the Railway
and

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in case of
Danger to
Passengers
on Turnpike
Roads.

and Carriages travelling upon the said Railway, it shall be lawful for any Person or Persons to make Complaint thereof to any Two Justices of the Peace acting for the Limit where such Turnpike Road shall lie, who shall summon the Clerk or Treasurer for the Time being of the said Company, or One of the Directors thereof, before them to answer such Complaint; and if it shall appear to such Justices that the said Complaint is reasonable, then the said Company shall, within such Time as shall be ordered by the said Justices in that Behalf, and after Notice of such Order served upon them, or their principal Engineer, Clerk, or other Officer, within such Time as shall be appointed by the said Justices commence, and within such Time as shall be appointed by the said Justices complete, such Works in the Nature of a Screen near to or adjoining the Sides of the said Turnpike Road or of the said intended Railway, as shall be directed by the said Justices, so as to prevent such Danger to Travellers upon the said Turnpike Road; and in case such Company shall neglect within the Time appointed in that Behalf to commence or shall not continue to execute such Works until the due Completion thereof, or shall not complete the same within the Time in that Behalf appointed, the said Company shall forfeit and pay for every Day during which the said Company shall not commence or shall not proceed in the Completion of such Works, or during which the said Works shall not be completed after the Time appointed for the Completion thereof, the Sum of Twenty-five Pounds, to be recoverable by the Commissioners or Trustees of the said Turnpike Road from the said Company in such and the same Manner as any other Penalties incurred by the said Company for which no special Provision is made by this Act.

Company to
erect Gates,
&c. for Pro-
tection of
adjoining
Lands.

XLI. And be it further enacted, That the said Company shall at their own Expence, after any Part of the said Railway shall have been laid out and formed, forthwith make, erect, and set up, and from Time to Time maintain and support, such and so many convenient Gates in and upon or adjoining the said Railway, and also all such Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages over or under or by the Side of or leading to or from the said Railway, of such Dimensions and in such Manner as Two or more Justices of the Peace acting within their Jurisdiction shall, upon the Application of the Owner or Occupier of any Lands, Mines, or Minerals, judge necessary and appoint (in case there shall be any Dispute about the same), for the Use of the Owners or Occupiers of Lands, Mines, and Minerals through which such Railway shall be made, or for protecting the said Lands from Trespass, or from being flooded or damaged by Water, or the Drainings thereof being impeded or prejudiced further or in any greater Degree than would have been the Case if the said Railway and Works had not been made, or the Cattle or other Property of the Owners or Occupiers thereof from straying or escaping thereout by reason of such Railway, or any other Matter or Thing to be done in pursuance of this Act; and all such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages so to be made as aforesaid shall from Time to Time and at all Times thereafter be supported, maintained, and kept in sufficient Repair and Condition by the said Company; and for the Purpose of enabling the

the said Company to form, make, erect, and set up such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, and from Time to Time to maintain and support the same, the said Company, their Agents, Deputies, Contractors, Surveyors, and Workmen, are hereby authorized and empowered to enter into and upon all Lands adjoining the said Railway, and to load and carry the Materials for making and repairing such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages in Carts or other Carriages across or along such Lands, doing as little Damage as may be to the same, and making Compensation to the Owner or Occupier of such Lands for such Damage as may be thereby occasioned in manner by this Act provided for in Cases of Disputes as to the Amount or Value of Damages where the Amount of Damages claimed does not exceed Twenty Pounds; and in case the said Company shall refuse or neglect to make, erect, or set up such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as herein-before directed, or to maintain or support the same or any of them when erected, set up, and made in manner aforesaid, for the Space of Thirty Days next after the Time to be appointed for those Purposes respectively by such Justices, then and in every such Case it shall be lawful for the Owners or Occupiers of the said Lands, Mines, or Minerals who shall find themselves aggrieved by such Neglect or Refusal to make, erect, and set up such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as the said Justices shall have before directed or appointed to be made, erected, and set up as aforesaid, and to maintain, repair, and support the same from Time to Time as Occasion shall require, so that in making and maintaining such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid the said Railway or any of the Works hereby authorized to be made or constructed by the said Company shall not be obstructed or injured for any longer Space of Time or in any other Manner than shall be absolutely necessary for the doing thereof; and all the reasonable Costs and Charges thereof, to be settled and allowed by the said Justices (in case of Dispute), shall be repaid to the respective Owners or Occupiers of the said Lands, Mines, or Minerals who shall have so erected and made, repaired or maintained, such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid, by the said Company, within the Space of Fourteen Days next after the same shall have been so settled and allowed, and an Account and Demand in Writing shall have been delivered and made thereof to and from the said Company; and in default of Payment of the said Costs and Charges within the Time aforesaid the said Justices shall and they are hereby required, by Warrant under their Hands and Seals, to levy the said Costs and Charges by Distress and Sale of any of the Goods and Chattels of the said Company, for the Use of the Party to whom such Costs and Charges shall have been allowed, rendering to the said Company the Overplus (if any), on Demand, after deducting the reasonable Charges of making such Distress and Sale, to be settled by the said Justices; or the said Owners or Occupiers, upon Refusal or Neglect by the said Company to pay the said Costs and Charges as aforesaid, shall and may also have such and the like Remedy against them for the
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the Recovery thereof by Action at Law, to be commenced and prosecuted in such Manner as in other Cases is by this Act directed: Provided always, that no such Gate, Bridge, Arch, Hollow, Culvert, Fence, Ditch, Drain, or Passage shall be required to be erected or made, or shall be erected or made, over or under the said Railway or any Part thereof, at or in any Place or Manner at or in which the same would, if so erected or made, prevent, hinder, or obstruct the working or using of the said Railway.

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

XLII. And be it further enacted, That if the Owners or Occupiers of any Lands through which the said Railway shall be made, or of the Mines or Minerals under or near to such Lands, shall at any Time apprehend that any of the Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages respectively which the said Justices shall have so directed or appointed to be made or erected by the said Company are insufficient either in Number or Situation for the commodious Use and Occupation of the respective Lands through which the said Railway shall pass, or of the Mines or Minerals under or near to such Lands, it shall be lawful for any such Owner or Occupier, with the Consent of the said Company, upon Request in Writing made to them, or in case of their Refusal for the Space of Ten Days next after such Request, then with the Consent of the said Justices given after Summons to the said Company and due Hearing of their Objections, to make, fix, and erect, at the Costs and Charges of such Owner or Occupier, any other Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, or Passages, of the same or the like Construction or Form with those made and erected by the said Company, in, upon, along, over, under, or near to the said Railway, in such Places as shall be found and adjudged most necessary and convenient for the better Use, Cultivation, Improvement, or Occupation of such Lands, and to repair and support the same at the Costs and Charges of such Owners or Occupiers as Occasion shall require, so that the Passage through or along the said Railway be not prevented or obstructed thereby.

For fencing off Railway through private Lands.

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

effectually, to all Intents and Purposes, as if the said Powers, Provisions, Directions, Limitations, and Regulations were here repeated and re-enacted with respect to such Fences, Gates, and Stiles; and in all Cases where the said Railway shall be in Cutting (but not in Embankment) in *Audenshaw* in the Parish of *Ashton-under-Lyne* aforesaid, and the adjoining Lands of the Earl of *Stamford* and *War-rington* in *Audenshaw* aforesaid now are or hereafter shall be used or applied for Building Purposes, the said Company shall from Time to Time build and maintain upon their own Land good and substantial Parapet Walls of the Height of Five Feet at the least for the Purpose of separating the same Land from such adjoining Lands of the said Earl, and for the Protection of the said last-mentioned Lands and of the Owner and Occupiers thereof.

For Protec-
tion of the
Earl of Stam-
ford's Pro-
perty in Au-
denshaw.

XLIV. And be it further enacted, That the said Company shall and they are hereby required, at their own proper Costs and Charges, to make or cause to be made such Arches, Tunnels, Culverts, Drains, or other Passages over, under, or by the Side of the said Railway, and the Fences on the Sides thereof respectively, of such Breadth, Depth, and Dimensions as shall be sufficient at all Times to convey the Water as clearly from the Lands adjoining or lying near to the said Railway as before making the said Railway, without obstructing or impounding the same to the Prejudice of any of the said Lands, and also to make proper Watering Places for Cattle in all Cases where by means of the said Railway the Cattle of any Person occupying Lands adjacent thereto shall be deprived of as easy Access as before to their ancient Watering Places, and to supply the same at all Times with Water from such Rivers, Brooks, or Springs of Water as would have supplied the Cattle of such Person if the said Railway had not been made, or from any other Source or Feeder which can readily and lawfully be obtained for that Purpose; and it shall be lawful for the said Company and they are hereby required from Time to Time to make such and so many Watercourses and Drains by the Side of, along, or under the said Railway, or in, through, over, and across any Lands thereunto adjoining, of such Dimensions and in such Manner and with such proper and convenient Bridges over and Tunnels under the same respectively as any Two or more Justices of the Peace, acting within their Jurisdiction, shall from Time to Time judge necessary and appoint (in case there shall be any Dispute about the same) for the Purpose of conveying Water from such Rivers, Brooks, or Springs, or other Sources or Feeders, to the said Watering Places respectively; and all such Arches, Tunnels, Culverts, Watercourses, Drains, and other Passages shall from Time to Time be supported, maintained, cleansed, scoured, and kept in good and sufficient Repair by the said Company; and if at any Time after Twenty Days Notice in Writing shall have been given by or on behalf of any Owner or Occupier of any Land adjoining or lying near to the said Railway to the said Company, that the said Arches, Tunnels, Culverts, Drains, Watercourses, or other Passages, or any of them, are not made, or being made are not cleansed, maintained, and repaired, according to the true Intent and Meaning of this Act, the said Company shall not proceed to make or cleanse, maintain and repair, as the Case may be,

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

[Local.]

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such

such Arches, Tunnels, Culverts, Drains, Watercourses, or other Passages, it shall be lawful for any Person to apply for an Order in Writing from any Two or more Justices of the Peace acting within their Jurisdiction, from Time to Time as often as there shall be Occasion, (and the said Justices are hereby authorized and empowered, at their Discretion, to make and grant such Orders as aforesaid,) enabling such Person to make or cleanse and repair such Arches, Tunnels, Culverts, Watercourses, Drains, or other Passages accordingly, and the reasonable Expences thereof (to be ascertained by such Justices) shall be defrayed by the said Company; and in case of Neglect or Refusal to satisfy and defray such Expences for the Space of Ten Days after Demand thereof made upon the said Company, or upon their Clerk or Treasurer, and Service of a Copy of such Order, such Expences shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, in the same Manner as any other Costs and Charges may by virtue of this Act be levied and recovered upon or from the said Company.

Allowing the Owners of adjoining Land to make Branches to communicate with Railway.

XLV. And be it further enacted, That nothing in this Act contained shall prevent the respective Owners and Occupiers of Lands or Mines or Minerals next or adjoining the said Railway, or any other Persons, from laying down, either upon their own Lands or the Lands of the said Company on the Side of the said Railway not built upon, or upon the Lands of other Persons with the Consent of such other Persons, and not otherwise, any collateral Branches from their respective Lands or Mines to communicate with the said Railway; and the said Company shall be bound to make, at the Expence of such Owners and Occupiers and other Persons as aforesaid, Openings in the Ledges or Flanches of the said Railway for effecting such Communication in such Places as may be most convenient for that Purpose, and as may least interfere with the Passage of the said Railway; and the said Company shall not receive any Rate, Toll, or Sum for the passing of any Goods or other Things along such Branches so to be made by such Owners or Occupiers or Persons as aforesaid: Provided always, that the said Company shall not be bound to make any such Openings in the Ledges or Flanches of the said Railway for the Purpose of effecting such Communication in any Places where they shall have erected or set up any Building, Steam Engine, Works, Machinery, or Yard, or in any Places which they shall have appropriated or set apart for any specific Purpose with which such Communication would interfere, nor upon any Inclined Plane the Gradient of which exceeds One in Two hundred, nor in any Tunnel, nor upon any Bridge or Archway, nor upon any Embankment exceeding Ten Feet in Height, within Four Miles of the Town of *Manchester*; and in case any Disagreement or Difference shall arise between any such Owners or Occupiers or other Persons and the said Company as to the proper Places for making any such Opening in the Ledges or Flanches of the said Railway for the Purpose of such Communication, then the same shall be left to the Decision of any Two Justices of the Peace within their Jurisdiction, whose Determination shall be binding; and such Justices are hereby authorized and empowered to take cognizance of all such References, and to act therein accordingly.

XLVI. Pro-

XLVI. Provided always, and be it further enacted, That nothing herein contained shall extend to prevent any Owner or Occupier of any Lands or Mines or Minerals near or adjoining the said Railway from making any Railway, common Road, Watercourse, Bridge, or Culvert to, from, over, or under the Railway hereby authorized to be made by the said Company, and from using such Railway, common Road, Watercourse, Bridge, or Culvert so to be made for the Benefit of himself and of all other Persons to whom he may from Time to Time give Leave, so that such Railway, common Road, Watercourse, Bridge, or Culvert do no Injury to and do not prevent the free Passage upon the Railway hereby authorized to be made by the said Company; and all such Railways, common Roads, Watercourses, Bridges, and Culverts shall be made and erected under the Superintendence of the Engineer of the said Company, and according to a Plan and Specification to be submitted to and approved of by such Engineer previously to the commencing of such Railways, common Roads, Watercourses, Bridges, and Culverts respectively: Provided always, that if such Engineer shall refuse or neglect for the Space of Fourteen Days after such Plan and Specification shall have been submitted to him to approve of the same, then it shall be left to any Two of His Majesty's Justices of the Peace for the County or Riding where the said Lands shall lie to determine whether or not any such Plan and Specification shall be adopted, or whether any and what Alteration shall be made therein, and such Justices are hereby required to take cognizance of the Matters so referred to them: Provided nevertheless, that in case any Damage or Obstruction shall be thereby done or occur to or in the Railway or Works by this Act authorized to be made by the said Company, the same shall be forthwith repaired or removed (as the Case may be) by and at the Expence of the respective Owners or Occupiers of the Land for whose Benefit any such other Railway, common Road, Watercourse, Bridge, or Culvert may be made or continued; and if the same shall not be forthwith done it shall be lawful for the said Company to repair such Damage or to remove such Obstruction, and to recover the Expences attending the same, in case of Refusal or Neglect to pay the same within Fourteen Days after Demand thereof, by Distress and Sale of the Goods and Chattels of such respective Owners or Occupiers, in case the same shall not exceed Twenty Pounds, or in case the same shall exceed Twenty Pounds, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

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

XLVII. And be it further enacted, That all Persons opening any Gate set up across the said Railway or any Part thereof shall and they are hereby respectively required, as soon as they and the Waggon or other Carriage, Animal or Thing, under the Care of such Persons or which they may accompany, shall have passed through the same, to shut and fasten the said Gate; and every Person so neglecting so to do shall forfeit and pay for every such Offence any Sum not exceeding Forty Shillings.

Gates to be shut and fastened after Carriages have passed through.

XLVIII. And be it further enacted, That every Person who shall open any Gate communicating with and giving Access to the said Railway from adjoining Lands shall and he is hereby directed to shut

Gates opening upon the Railway to be shut and

fastened after
Persons
have passed
through
them.

shut and fasten every such Gate as soon as he and the other Persons, Cattle or other Animals, or Things, for the Passage of which such Gate was opened, shall have passed through; and every Person neglecting to do so shall for every such Offence forfeit and pay any Sum not exceeding Forty Shillings, to be levied and recovered in like Manner as other Penalties and Forfeitures are by this Act directed to be levied and recovered.

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

XLIX. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to contract with any Person or Corporation (who shall be willing to sell the same) for the Purchase of any Lands, not exceeding in the whole Fifty Acres, in addition to the Lands herein-before authorized to be taken, in such Places as shall be deemed eligible for the Purpose of making and providing additional Stations, Yards, Wharfs, Staiths, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Conveniences for the Accommodation of Passengers, or for receiving, depositing, loading, weighing, or keeping any Cattle, or any Goods, Articles, Matters, or Things conveyed or intended to be conveyed upon the said Railway, or for making convenient Roads or Ways thereto, or for any other Purpose whatsoever connected with the Undertaking by this Act authorized which the said Company shall judge requisite; and it shall be lawful for all Corporations and all other Persons, including especially such Corporations and Persons as are by this Act capacitated to sell and convey other Lands and to release Rents and other Charges for the Purposes of this Act, to sell or grant and convey to the said Company and their Successors any Lands for the Purposes herein-before mentioned, or any of them, and to release Rents or other Charges thereon, or to enfranchise any Copyhold or Customary Lands, in the same Manner as is herein-before directed concerning the Lands to be taken for the Purpose of making the said Railway and other Works by this Act authorized.

Company
authorized to
sell any of
such Lands,
and after-
wards to pur-
chase other
Lands for
the same Pur-
poses.

L. And be it further enacted, That it shall be lawful for the said Company from Time to Time to sell and dispose of such additional Lands as they are by this Act empowered to purchase and shall have actually purchased for Stations, Yards, Wharfs, Staiths, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Conveniences, as herein-before authorized, or such Parts of such Lands as the said Company shall think proper, and either together or in Parcels, by public Auction or private Contract, and in such Manner and for such Considerations and to such Persons as the said Company shall think proper, and by Deed under their Common Seal to convey such Lands to the Purchaser thereof, and again from Time to Time to purchase other Lands which the said Company shall deem more eligible for the Purposes aforesaid, and afterwards to sell and dispose of the same in manner herein-before mentioned, and so from Time to Time as the said Company shall deem proper, so that the total Number or Quantity of Acres to be purchased and held by the said Company for any of such Purposes shall not exceed at any one Time the Number or Quantity of Acres for those Purposes expressly specified or allowed in and by this Act.

LI. And whereas the said Company, in addition to the Lands hereby authorized to be taken for making the said Railway and other Works, are enabled to purchase of Persons and Corporations willing to sell the same Fifty Acres of Land, by virtue of this Act, for the Purpose of providing additional Stations, Yards, Wharfs, Staiths, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Conveniences, and all Persons and Corporations whosoever are empowered to sell such Number of Acres to the said Company: And whereas it is expedient to restrain the said Company from selling Lands so purchased from Persons and Corporations being under legal Disability or Incapacity, and again purchasing other Lands from the same or from any other Persons or Corporations being under legal Disability or Incapacity in lieu of the Lands so sold; be it therefore enacted, That it shall not be lawful for the said Company to purchase from any Corporation, Trustee, or Feoffee in Trust for charitable or any other Purposes, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Infant, Lunatic, Idiot, Feme Covert, or Cestuique Trust, or from any Tenant for Life or in Tail, or Person to whom or for whose Benefit Lands are limited in strict Settlement, or other Person being under legal Disability or Incapacity, more than such Fifty Acres; and in case the said Company shall purchase such Fifty Acres from any Person or Corporation under such legal Disability or Incapacity as aforesaid, and shall afterwards sell the Whole or any Part of such Fifty Acres so purchased, it shall not be lawful for the said Company to purchase of or from the same or of or from any other Person or Corporation being under legal Disability or Incapacity, nor for the same nor for any other Person or Corporation being under legal Disability or Incapacity to sell to the said Company, any other Lands in lieu of such Fifty Acres of Land, or any Part thereof, so sold or disposed of by the said Company.

Company restrained from purchasing more than Fifty Acres from incapacitated Persons.

LII. And be it further enacted, That it shall be lawful for the said Company to treat and agree and to employ any Person to treat and agree for the Purchase of any Lands authorized to be taken and used by them as aforesaid, and of any subsisting Leases, Terms, Estates, and Interests therein and charged thereon, or such of them or such Part thereof as the said Company shall think proper.

Power to treat for the Purchase of Land.

LIII. And be it further enacted, That after any Lands intended to be taken or used for the Purposes of this Act shall have been set out and ascertained by the said Company it shall be lawful to and for all Corporations, Tenants in Tail or for Life, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees, and Feoffees in Trust for charitable or other Purposes, Committees, Executors, and Administrators, and all Trustees and Persons whosoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy after them, if incapacitated or not to be found, and for and on behalf of their Wives, Wards, Lunatics, and Idiots respectively, and in the same Manner and to the same Extent as such Wives, Wards, Lunatics, and Idiots respectively, in case they had been sole, of full Age, and of sound Mind,

Persons under legal Disability empowered to sell and convey Lands.

[Local.]

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could

could have done by Law under the Powers of this Act, and for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons, and to and for all Femes Covert seised, possessed of, or interested in their own Right, or entitled to Dower or other Interest, and for all other Persons whomsoever seised or possessed of or interested in any such Lands, to contract for, sell, and convey the same or any Part thereof unto the said Company; and all Contracts, Sales, and Conveyances of Land required for the Purposes of this Act shall be made at the Expence of the said Company, and may be made according to the following Form, or as near thereto as the Number of the Parties and the Circumstances of the Case will admit; namely,

Form of
Conveyance.

‘ I of _____ in consideration of the Sum
 ‘ to me, [or, as the Case may be, into the Bank
 ‘ of *England* in the Name and with the Privity of the Accountant
 ‘ General of the Court of Exchequer, *ex parte* the *Sheffield, Ashton-*
 ‘ *under-Lyne*, and *Manchester* Railway Company, or to A. B.
 ‘ of _____ and C. D. of _____ Two Trustees
 ‘ appointed to receive the same,] pursuant to the Act after men-
 ‘ tioned, paid by the *Sheffield, Ashton-under-Lyne*, and *Manchester*
 ‘ Railway [or the said] Company, established and incorporated by an
 ‘ Act of Parliament passed in the _____ Year of the Reign of
 ‘ King *William* the Fourth, intituled [here set forth the Title of
 ‘ *this Act*], do hereby convey [or, in case of Copyhold or Cus-
 ‘ tomary Lands requiring Surrender, do hereby agree to surrender]
 ‘ to the said Company, their Successors and Assigns, all [describing
 ‘ the Premises to be conveyed or agreed to be surrendered], together
 ‘ with all Ways, Rights, and Appurtenances thereto belonging,
 ‘ and all such Estate, Right, Title, and Interest in and to the
 ‘ same and every Part thereof as I am or shall become seised or
 ‘ possessed of, or I am by the said Act capacitated or empowered
 ‘ to convey or surrender, to hold the Premises to the said Company,
 ‘ their Successors and Assigns for ever, according to the true Intent
 ‘ and Meaning of the said Act. In witness whereof I have here-
 ‘ unto set my Hand and Seal the _____ Day of
 ‘ in the Year of our Lord _____’

And all such Conveyances and Agreements to surrender as aforesaid shall be valid and effectual in the Law to all Intents and Purposes, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Interest so thereby conveyed or aliened, and to bar and destroy all Estates Tail, and other Estates, Rights, Titles, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever of and in the same; but although Terms shall be merged, yet they shall in Equity afford the same or the like Protection and Priority as if they had been assigned and kept on foot in Trust for the said Company, and to attend the Reversion and Inheritance.

Conveyance
of Copyholds.

LIV. And be it further enacted, That if any Contract shall be made for or in respect of any Lands to be taken or used by virtue of the Powers of this Act which shall be of Copyhold or Customary Tenure, or in the Nature thereof, every such Contract shall be executed and completed

completed by Surrender of such Lands in the Court of the Manor of which the same may be held or parcel, according to the Custom of such Manor, which Surrender shall and may be made by all Corporations and Persons by this Act authorized and empowered to make Conveyances of other Lands, and shall have the like Force and Effect in respect of such Copyhold or Customary Estates and Interests as such Conveyance as aforesaid made by the same Corporation or Person would have had over the Lands comprised in such Surrender in case the same had been of Freehold Tenure in the same Corporation or Person, and such Lands shall continue subject to the same Fines, Rents, and Services, or such Proportion thereof as may be then due and payable and of right accustomed, in the same Manner as if this Act had not been passed, until such Lands shall be enfranchised by virtue of the Powers herein-after contained; but inasmuch as the vesting and continuing of such Copyhold or Customary Premises in the said Company as a Body Corporate would, if the same should not be enfranchised, prevent such Lord from receiving the same Benefit of Fines, Heriots, and other Services due upon Death, Descent, or Alienation as he would have received if such Copyhold or Customary Premises had continued to be the Property of Persons in their individual Capacities, the said Lord shall be paid by the said Company at the Time of such Surrender as aforesaid a reasonable Recompence and Satisfaction for the Loss which may arise to him in respect of such Fines, Heriots, and other Services the Receipt or Enjoyment of which shall be diminished or lost by the vesting or continuing of such Copyhold or Customary Premises in a Body Corporate; and such Recompence and Satisfaction, if not settled by Agreement between the Parties, (and which Agreement all Lords of Manors and other Persons and Corporations by this Act authorized to enfranchise Copyhold or Customary Lands are hereby empowered to enter into,) shall be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in all Cases where the Lord of any Manor whereof any Copyhold or Customary Lands purchased by the said Company for the Purposes of this Act shall be parcel shall not have contracted to enfranchise the same, and shall have received from the said Company a Recompence or Satisfaction in respect of the Fines, Heriots, and other Services being diminished or lost by the vesting and continuing of such Copyhold or Customary Lands in a Body Corporate, then and in every such Case if the same Lands or any Part thereof shall not be ultimately required for the Purposes of this Act, but shall be sold and disposed of by the said Company under the Authority to them by this Act given for that Purpose, the Copyhold or Customary Lands which shall be so sold and disposed of by the said Company shall remain in the Hands of the Purchaser thereof, and for ever thereafter continue, free and discharged from the Fines, Heriots, and other Services in respect whereof such Recompence and Satisfaction shall have been made as aforesaid.

LV. And be it further enacted, That it shall be lawful for the Lord for the Time being of any Manor whereof any Copyhold or Customary Lands required for the Purposes of this Act are holden or parcel, and

Lords of Manors under Disability empowered

to enfranchise
Copyholds.

and whether an Individual or a Corporation, and whether seised in his own Right or as a Trustee, and whether he be seised in Tail or for Life or other limited Estate, and in case of a Lady, whether she be married or sole, and in case of an Infant, Lunatic, or other incapacitated Person being Lord of the Manor, then for his Guardian, Committee, or Trustee, to contract for, and the several Corporations and Persons aforesaid are hereby empowered and required, if called upon by the said Company, to contract for the Enfranchisement of and to enfranchise such Copyhold or Customary Lands by such or the like Form of Conveyance as by this Act is directed or authorized to be used in Cases of the Conveyances of Lands, or as near thereto as may be; and in case such Lord or other Person or Corporation hereby capacitated to enfranchise such Lands shall require the same, it shall be compulsory on the said Company to purchase the Enfranchisement of such Lands; and the Price to be paid by the said Company for the Purchase of the Enfranchisement of any such Lands shall, in case the Parties differ about the same, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof.

Regulation
for the Ap-
portionment
of Rents of
Copyholds.

LVI. And be it further enacted, That the Apportionment of the certain Copyhold or Customary Rents issuing out of any Copyhold or Customary Lands, of which a Part only shall be taken for any of the Purposes of this Act, in case the same shall not be settled by Agreement between the Parties, shall be ascertained and settled by the Verdict of a Jury (if required by either Party) in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in case such Appointment or Apportionment shall be settled by Agreement between the Parties, such Agreements shall be made with, and shall not be valid without, the Consent and Approbation of the Lord of the Manor whereof the same Copyhold or Customary Lands are held or parcel; and the Apportionment of such Copyhold or Customary Rents as aforesaid shall not in any Manner invalidate, prejudice, or destroy the Customs in other respects by or under which the Copyhold or Customary Lands not taken for the Purposes of this Act shall be held, or the Remedies for the Recovery of the Rent for the same after the Apportionment thereof.

Conveyance
of Waste
Lands.

LVII. 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 Person having such Estate or Interest in the Manor wherein such Common or Waste Land or other Lands 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,)

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 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 or other Lands as aforesaid, and which shall be determined by a Jury, in case the Parties differ about the same, in like Manner as by this Act is directed in other Cases of the like Nature, shall be paid by the said Company to the Churchwarden for the Time being of the Parish or Place wherein such Common or Waste Land or other Lands shall be situate, and shall be by such Churchwarden received and applied for such general or local Purposes within the said Parish or Place as a Vestry thereof (if a Parish or Chapelry, and if not, as a Meeting of the Inhabitants assessed and having paid to the County or Highway Rate,) to be convened by such Churchwarden for that Purpose shall direct: Provided always, that in all Cases wherein the said Churchwarden is empowered to receive such Compensation as aforesaid, the Notices by this Act required to be served on the Owners or Occupiers of Lands required for the Purposes of this Act may be served on the said Churchwarden, who shall have Power to treat and agree with the said Company touching the Amount; and in all Cases in which any such Commonable or other Rights shall extend over and be exercised or enjoyed out of any other Lands than such Common or Waste Lands or other Lands, the Compensation for the Relinquishment thereof shall be paid to the Party having such Estate or Interest as aforesaid in the said 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 also, that in all Cases in which any such Manor is vested in the Freeholders or Inhabitants at large, or in any greater Number of Persons than Four, or where the Lord of such Manor, if any, does not usually hold some Court for the same, or where it is not known to what Lord such Manor belongs, or in what Manor such Common or Waste Land or other 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 or not, shall entitle such Freeholders to Common Right in or over such Common or Waste Land or other Lands, and whose said Lands in the Rate for the Relief of the Poor shall 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 Land or other Lands, or so much thereof as they may from Time to Time require or take, free from all Rights of Common, and other Rights, Estates, Titles, Charges, and Incumbrances whatsoever.

Extinguish-
ment of
Rights of
Common.

Where Commoners exceed Twelve in Number, a Meeting to be called to appoint a Committee of them to treat for Compensation.

LVIII. And be it further enacted, That in all Cases where the Parties entitled to any such Commonable or other Rights over any other Lands than such Common or Waste Lands as aforesaid shall exceed Twelve in Number it shall be lawful for the said Company to call a Meeting of such Parties by public Advertisement, to be inserted twice at least in some Newspaper circulating in the County or respective Counties in which such Lands shall be situate, for the Purpose of appointing, and the Majority of which Meeting shall have Power to appoint, a Committee, to be chosen from among the said Parties, and not exceeding Five in Number, to treat and agree with the said Company for the Compensation to be paid for the Extinguishment of such Commonable or other Rights, and at such Meeting the Decision of the Majority present shall bind the Minority and all absent Parties; and the Committee so to be chosen as aforesaid shall have full Power to treat and agree with the said Company for the Compensation to be paid for the Extinguishment of such Commonable or other Rights, and all Matters and Things relating thereto, and to receive the same for and on behalf of themselves and all other Parties interested therein, (who shall be bound and concluded thereby,) and to enter into and execute all necessary Agreements and Assurances for that Purpose and for the Purpose of conveying the Lands in respect of which such Compensation shall be received to the said Company: Provided always, that no Meeting shall be effectual for the Purpose aforesaid unless Eight at least of the said Parties entitled shall attend the same; and if no such Meeting shall be held, or being held shall not appoint a Committee as herein-before directed, or if such Committee being appointed shall fail to agree with the said Company, the Amount of such Compensation as last herein-before mentioned shall be determined by the Verdict of a Jury in manner by this Act directed: Provided also, that in case the Amount of such Compensation as last mentioned shall be left to the Determination of a Jury as is hereby authorized, the Notices required to be given for that Purpose may be served upon any Three of the Parties entitled to such Commonable or other Rights, or left at their last usual Places of Abode, or with any Occupier of the Lands over which such Commonable or other Rights shall extend, or in case the same shall be unoccupied, then affixed upon some conspicuous Part of such Lands.

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

LIX. And be it further enacted, That in all Cases where a Composition in lieu of Tithes shall have been made under an Act of Parliament by the Grant of a perpetual annual Sum of Money or Corn Rent, and any of the Land chargeable with such Sum of Money or Corn Rent, or any Part of the same, shall be taken by the said Company, under the Authority of this Act, Compensation shall be made by the said Company for the Value of the said annual Sum of Money or Corn Rent, or the Proportion of the said annual Sum of Money or Corn Rent chargeable upon the Lands so taken, by the Payment of a Sum in gross, such Sum being equal in Amount to Twenty-five Years Value of the annual Amount of the said annual Sum of Money or Corn Rent payable at the Time of the passing of this Act, or the said Proportion of the said annual Sum of Money or Corn Rent; and the said Company are hereby required to pay such Sum of Money into

into the Bank of *England* in manner by this Act provided in Cases where any Monies are to be paid to incapacitated Persons before entering into the Possession of the said Lands; and from and after the Payment of such Sum the Lands so taken shall be for ever discharged of and from the said perpetual annual Sum of Money or Corn Rent, or from the proportionate Part of the said annual Sum of Money or Corn Rent, as the Case may be: Provided always, that in case Part only of any Lands and Grounds liable to the Payment of any such annual Sum or Corn Rent as aforesaid shall be purchased or taken by the said Company, nothing in this Act contained shall extend or be construed to extend to discharge the Remainder of the said Lands or Grounds from the Payment of the Remainder of the annual Sums or Corn Rents which would have been payable in respect of such Lands and Grounds after deducting therefrom the proportionate Part of the said annual Sum or Corn Rent chargeable in respect of the Lands or Grounds so purchased or taken, but that the Remainder of such Lands and Grounds shall remain and be liable to such proportionate Part or Share of the said annual Sum or Corn Rent as the same would have been assessed at, or would have been payable in respect of the same, in case they had been assessed alone under the Authority of the Act under which the said Compensation for Tithes has taken place; and the Rector, Vicar, or other Person entitled to the said annual Sum or Corn Rent shall have the same Remedies for the Recovery of the said last-mentioned proportionate Part of the said annual Sum or Corn Rent, by Suit or Action, or by Distress, Entry, or Perception of Rents and Profits in, upon, or over the said last-mentioned Lands and Grounds, or otherwise, as he had or was entitled to in respect of the whole of the said annual Sum or Corn Rent.

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

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

before mentioned, according to the respective Values of the Lands purchased or wanted or intended to be purchased, and of the Lands not purchased or wanted or intended to be purchased by the said Company; and all Contracts, Conveyances, and Assurances which shall be made by and between or to the said Company and any such Party as aforesaid respecting such Release, and which may be of the like Forms or to the like Effect, *mutatis mutandis*, as by this Act are directed to be used in the Case of Conveyances of Lands, shall be valid and effectual in the Law, and shall extinguish the Whole or a proportionate Part of such Rent, Payment, or Incumbrance, as the Case may be: Provided always, that when the Party entitled to such Rent, Payment, or Incumbrance shall consider the remaining Part of the Lands so jointly subject a sufficient Security for such Rent, Payment, or Incumbrance, and shall be willing to release the said Lands so purchased by the said Company therefrom, then and in such Case it shall be lawful for the Party entitled by this Act or capacitated to apportion such Rent, Payment, or Incumbrance, or to release the Lands so purchased therefrom, (with the Consent of the Owner of the Lands so purchased, and also the Owner of the adjoining Lands so jointly subject as aforesaid,) to release the Lands so purchased as aforesaid from the Rent, Payment, or Incumbrance so affecting the same as aforesaid jointly with other Lands, on condition or in consideration of such other Lands continuing or remaining wholly and exclusively subject to the Whole of such Rent, Payment, or Incumbrance: Provided also, that when any of the Lands purchased by the said Company shall be released from any Rent, Payment, or Incumbrance affecting the same jointly with other Lands not purchased by the said Company, such last-mentioned Lands shall be charged only with the Remainder of such Rent, Payment, or Incumbrance, and such Apportionment shall not prejudice the Title to the remaining Rent or the Remedies for such Remainder, but the same shall at all Times thereafter remain as effectual as if the Lands not so purchased had been originally charged with that Amount only: Provided also, that when a Part of any Rent, Payment, or Incumbrance shall be released, it shall be lawful for the said Company, on Tender for that Purpose of any Deed or Instrument creating or transferring such Rent, Payment, or Incumbrance, to affix their Common Seal to a Memorandum indorsed on such Deed or Instrument declaring what Part of the Lands originally subject to such Rent, Payment, or Incumbrance shall have been purchased by virtue of this Act, and what Proportion of the said Rent, Payment, or Incumbrance shall have been released, and also declaring the Amount of the Rent, Payment, or Incumbrance which shall continue payable, and such Memorandum shall be Evidence in all Courts of the Facts therein stated, but shall not exclude any other Evidence of the same Facts.

Rents reserved by Leases to be apportioned.

LXI. And be it further enacted, That in all Cases in which a Part only of any Lands comprised in any Lease or Agreement for Lease for a Term of Years unexpired shall be required for the Purposes of this Act, the Rent payable in respect of the Lands comprised in such Lease or Agreement for Lease shall be apportioned between the Lands required for the Purposes of this Act and the Residue of such

such Lands, and such Apportionment shall, in case the same shall not be settled by Agreement between the Parties, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in case such Apportionment shall be settled by Agreement between the Parties, such Agreement shall be made with, and shall not be valid without, the Consent and Approbation of the Lessor from whom such Lands are holden or agreed to be holden; and after such Apportionment the Tenant or Lessee of the Lands comprised in such Lease or Agreement for Lease shall, as to all future accruing Rents, be liable only to so much of the Rents reserved in such Lease or Agreement for Lease as shall have been apportioned in respect of the Lands not required for the Purposes of this Act, and the Lessor of the said Lands shall have all such and the same Remedies for the Recovery of the Rents so apportioned in respect of the Lands not required for the Purposes of this Act as before such Apportionment he had or was entitled to in respect of the Rent reserved or agreed to be reserved in such Lease or Agreement for Lease; and such Apportionment shall not prejudice or affect any of the Covenants, Conditions, or Agreements in such Lease or Agreement for Lease contained, so far as the same relate to the Lands comprised in such Lease or Agreement for Lease, and not required for the Purposes of this Act, but the same shall as to such last-mentioned Lands, but not further or otherwise, continue in full Force and Operation.

LXII. And whereas the said Company may purchase Lands, Tenements, or Hereditaments holden, together with other Lands, Tenements, or Hereditaments not purchased by the said Company, by Lease or Leases for a Life or Lives, or for a Term or Terms of Years absolute or determinable on some Event or Events, all which Hereditaments may be subject to One entire Rent or several entire Rents, and to One Set of Covenants and Agreements relating to the whole of the Premises so demised, and to One or more Proviso or Provisoes, Condition or Conditions for Re-entry on Nonpayment of Rent or Breach or Nonperformance of all or any of such Covenants or Agreements, and on such Purchase or Purchases the entire Rent or Rents may have been or may be hereafter apportioned, and Part of such Rent or Rents may have been or may hereafter be extinguished, and the Term or other Estate and Interest of the Lessee or Lessees may have been or may be hereafter merged and extinguished, and under the Authority of this Act such Proportion of the Rent or Rents, payable for or in respect of the Leasehold Premises comprised in any One Lease as may not be intended to be extinguished, and the Remedies for the same, are preserved; but it is deemed advisable that the Provisions herein contained should be extended for the Benefit of the Lessors in any such Leases, and their Representatives, and of all other Persons entitled or to become entitled to such Rents, and the Benefit of such Covenants, Provisoes, and Agreements; be it therefore enacted, That in all Cases where any Lands, Tenements, or Hereditaments shall be purchased by the said Company, which shall be holden, together with other Lands, Tenements, or Hereditaments not purchased by the said Company, under one or the

Where a Part of any Land to be purchased is subject to a Rent, the Remainder, if Rent be not apportioned, to remain subject thereto.

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same Lease, such last-mentioned Lands, Tenements, or Hereditaments shall (in case there shall be no Apportionment of Rent) be and remain subject to the whole of the Rent reserved by the Lease under which the same shall be holden together with the Lands, Tenements, or Hereditaments purchased by the said Company, and the Remedies for the Recovery of such entire Rent or Rents shall be and at all Times remain as effectual as if the Lands, Tenements, or Hereditaments not so purchased had alone been originally charged with the whole of such Rent; and in all Cases where any such Lands, Tenements, and Hereditaments so holden by Lease as aforesaid (together with other Lands, Tenements, or Hereditaments) shall be purchased by the said Company, all the Covenants, Provisoos, Conditions, and Agreements contained in any such Lease as aforesaid shall be and remain as effectual with respect to the Lands, Tenements, or Hereditaments comprised in such Lease, and not purchased by the said Company, as if the Lands, Tenements, or Hereditaments not so purchased had alone been originally comprised in such Lease, save and except that where any Rent shall or may be apportioned under the Authority of this Act, such Covenants, Provisoos, and Agreements, so far as the same relate to the Payment or Nonpayment of Rent, shall extend only to such Proportion of Rent as shall not have been merged or extinguished.

Mortgagees
to convey to
the Company.

LXIII. And be it further enacted, That all Persons and Corporations having any Mortgage on any Lands to be taken or used for the Purposes of this Act (and whether entitled thereto in their own Right or in Trust for any other Person, and whether in Possession thereof by virtue of such Mortgage or not) shall, on Tender of the Principal Money and Interest due thereon, and the just Costs (if any) then due, together with the Amount of Six Calendar Months Interest on the said Principal Money, by the said Company or by any Person by them authorized, immediately alien, release, assign, and transfer such mortgaged Premises to the said Company, or to such Person and in such Manner as they shall appoint, and which Alienation, Release, Assignment, or Transfer may be of the like Form as the Conveyances by this Act directed or authorized to be used in Cases of Conveyance of Lands, or as near thereto as the Circumstances of the Case will permit, or in any other Form; or in case such Mortgagees shall have Notice in Writing from the said Company, or from the Party entitled to the Equity of Redemption of and in the same Lands, that they will pay off the Principal Money and Interest which shall be due on the said Mortgage at the End of Six Calendar Months (to be computed from the Day of giving such Notice), then at the End of such Six Calendar Months, on the Payment of the Principal Money and Interest so due, together with any just Costs then due, such Mortgagees shall alien, release, assign, and transfer their respective Interests in the mortgaged Premises to the said Company, or as they shall direct; and in case any such Mortgagee shall refuse to alien, release, assign, or transfer as aforesaid on such Tender or Payment, then all Interest on every such Mortgage Debt shall from thenceforth cease and determine: Provided always, that in case any such Mortgagee shall neglect or refuse to alien, release, assign, or transfer as aforesaid, then upon Payment of

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the Principal Money and Interest and the Costs (if any) due on any such Mortgage as aforesaid into the Bank of *England* at or at any Time after the End of Six Calendar Months from the Day of giving such Notice, and in addition to the said other Monies of Six Calendar Months Interest in advance, for the Use of such Mortgagee, the Cashier of the said Bank shall give a Receipt for the said Money in like Manner as is by this Act directed in Cases of other Payments into the said Bank, and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of such Mortgagee, and of all Persons in Trust for him, shall vest in the said Company, and the said Company shall be deemed to be in the actual legal and equitable Possession of the Premises and Estate comprised in such Mortgage to all Intents and Purposes whatsoever.

LXIV. And be it further enacted, That in all Cases in which any Lands subject to any Mortgage shall be required for the Purposes of this Act, which Lands shall be of less Value than the Principal Monies, Interest, and Costs secured thereon, or in which a Part only of any Lands subject to any Mortgage shall be required for the Purposes of this Act, which Lands shall be of less Value than the Principal Monies, Interest, and Costs secured thereon, or in which a Part only of any Lands subject to any Mortgage shall be required for the Purposes of this Act, and the Mortgagee thereof shall not consider the remaining Part of such Lands to be a sufficient Security for the Money charged thereon, or shall not be willing to release the Part required for the Purposes of this Act from the Principal or Mortgage Money and all Interest due or to become due thereon, and all Costs, the Value of such Lands, or (as the Case may be) of such Part of the said Lands as shall be so required for the Purposes aforesaid, and also the Compensation (if any) for any Damage done, shall be settled and agreed upon by and between such Mortgagee and the Person entitled to the Equity of Redemption of such Lands on the one Part, and the said Company on the other Part ; and in case of any Difference between them, then such Value and Compensation shall be determined by the Verdict of a Jury in the same Manner as in other Cases of Difference ; and the Amount of such Value and Compensation, being so agreed upon or determined as aforesaid, shall be paid to such Mortgagee in satisfaction of his Claim so far as the same will extend, and such Mortgagee shall thereupon alien, release, assign, and transfer all his Interest in such mortgaged Lands, the Value whereof shall have been so agreed upon or determined as aforesaid ; or in case of his neglecting or refusing to alien, release, assign, or transfer as herein-before directed, then the Amount of such Value and Compensation shall be paid into the Bank of *England* to the Credit of such Mortgagee, as by this Act is provided in Cases of a like Nature ; and such Payment to the Mortgagee or into the Bank as last aforesaid shall be and be accepted in satisfaction of the Claim of such Mortgagee so far as the same will extend, and also in full Discharge and Exoneration of such Part of the mortgaged Premises as shall be so taken or used from all Principal, Interest, Costs, and other Money due or secured thereon, and thereupon such mortgaged Lands shall become absolutely vested in the said Company, and the said Company shall be deemed to be in the actual legal and equitable Possession

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

session thereof to all Intents and Purposes whatsoever: Provided nevertheless, that all Mortgagees shall have the same Powers or Remedies for recovering or compelling Payment of their Mortgage Money, or the Residue thereof (as the Case may be), or the Interest thereof respectively, upon and out of the Residue of the mortgaged Lands not required for the Purposes aforesaid, as they would otherwise have had or been entitled to for recovering or compelling Payment thereof upon or out of the Whole of the Lands originally comprised in such Mortgage: Provided also, that when Part only of any Lands subject to any Mortgage shall have been taken for the Purposes of this Act as aforesaid, and the Value of the Lands so taken shall, on the Assignment thereof to the said Company, have been paid to the Mortgagee thereof in part Satisfaction of his Mortgage Debt, a Memorandum of what shall have been so paid shall be indorsed on the Deed creating such Mortgage at the Time of executing such Assignment to the said Company, and shall be signed by such Mortgagee, and a Copy of such Memorandum shall at the same Time, if required, be furnished by the said Company, at their Expence, to the Person entitled to the Equity of Redemption of the Lands comprised in such Mortgage Deed.

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

LXV. And for settling all Differences which may arise between the said Company and the several Owners and Occupiers of or Persons interested in any Lands which shall or may be taken, used, damaged, or injuriously affected by the Execution of any of the Powers hereby granted, be it further enacted, That if any Corporation, Trustee, or other Person so interested or entitled and capacitated to sell, agree, convey, or release as aforesaid, or any other Person, shall not agree with the said Company as to the Amount of such Purchase Money, Satisfaction, Recompence, or other Compensation as aforesaid, or if any of the Parties entitled to receive such Purchase Money, Satisfaction, Recompence, or other Compensation as aforesaid shall refuse to accept such Purchase Money, Satisfaction, Recompence, or other Compensation as shall be offered by the said Company, and shall give Notice thereof in Writing to the said Company within Twenty-one Days next after such Offer shall have been made, and the Party giving such Notice shall therein request that the Matter in dispute may be submitted to the Determination of a Jury, or if any of such Parties as aforesaid shall for the Space of Twenty-one Days next after Notice in Writing shall have been given to the Clerk, Agent, or principal Officer of any such Corporation, or to any of such Trustees or Persons respectively, or left at his last or usual Place of Abode, or with the Tenant or Occupier of any Lands required for the Purposes of this Act, neglect or refuse to treat or shall not agree with the said Company for the Sale, Conveyance, or Release of their respective Estates or Interests, or the respective Estates or Interests which they respectively are hereby capacitated to convey therein or dispose of, or for the Satisfaction, Recompence, or Compensation to be paid to them for any Damage, Loss, or Injury whatsoever as aforesaid, or shall by reason of Absence be prevented from treating, or shall by reason of any Impediment or Disability (whether provided for by this Act or not) be incapable of making such Agreement, Conveyance, or Release as shall

shall be necessary or expedient for enabling the said Company to take such Lands or to proceed in making the said Railway and other the Works aforesaid, or shall not disclose and prove the State of the Title to the Premises of which they respectively may be in Possession, or of the Share, Interest, or Charge which they may claim to be entitled unto or interested in, in case they shall be required to do so by the said Company, or in any other Case where Agreement for Compensation for Damages incurred in the Execution of this Act, or for the Purchase of Lands required for the Purposes of this Act, cannot be made, then and in every such Case the said Company shall and they are hereby required from Time to Time to issue a Warrant, either under their Common Seal, or under the Hands and Seals of Three at least of the Directors of the said Company, to the Sheriff of the County in which the Lands in question shall be situate or the Matter in dispute shall arise, or in case such Sheriff or his Under Sheriff shall be one of the said Company, to enjoy any Office of Trust or Profit under them, or shall be in any way interested in the Matter in question, then to any of the Coroners of such County not interested as aforesaid, or if all the Coroners shall be so interested then to some Person then living in the County and free from personal Disability who shall have filled the Office of Sheriff, Under Sheriff, or Coroner in the said County, and not to be interested as aforesaid, (a Person having more recently served either Office being always preferred,) and who is hereby enabled and directed to act in the Premises, commanding such Sheriff, Under Sheriff, or Coroner, or other Person, to impanel, summon, and return, and the said Sheriff, Under Sheriff, Coroner, or other Person is hereby accordingly empowered and required to impanel, summon, and return, a Jury of at least Eighteen sufficient and indifferent Men, qualified for the Time being according to the Laws of this Realm to be returned for Trials of Issues in His Majesty's Courts of Record at *Westminster* or at Nisi Prius; and the Persons so to be impanelled, summoned, and returned are hereby required to appear before the said Sheriff, Under Sheriff, Coroner, or other Person at such Time and Place as in such Warrant shall be appointed, and to attend from Day to Day until duly discharged; and out of such Persons so to be impanelled, summoned, and returned, a Jury of Twelve Men shall be drawn by the said Sheriff, Under Sheriff, Coroner, or other Person, or by some Person to be by them respectively appointed, in such Manner as Juries for Trials of Issues joined in His Majesty's Courts of Record at *Westminster* or at Nisi Prius are by Law directed to be drawn; and in case a sufficient Number of Jurymen shall not appear at the Time and Place so to be appointed as aforesaid, such Sheriff, Under Sheriff, Coroner, or other Person shall return other honest and indifferent Men of the By-standers, or of others that can speedily be procured to attend that Service (being so qualified as aforesaid), to make up the said Jury to the Number of Twelve; and all Parties concerned may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required, on Request in Writing by either Party, to summon before him all Persons who shall be thought necessary to be examined as

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Witnesses

Witnesses touching the Matters in question, and may, if he see fit, or it be required of him by Notice in Writing from either Party, authorize or order the said Jury, or any Three or more of them, to view the Place or Matter in controversy; and such Jury shall, upon their Oaths, or, being Quakers, upon their Affirmations, (which Oaths and Affirmations, as well as the Oaths and Affirmations of all such Persons as shall be called upon to give Evidence, the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to administer,) inquire of and assess and give a Verdict for the Sum of Money to be paid for the Purchase of such Lands, except for such Interest therein as shall have been of right purchased by the said Company from any other Person, and also the Sum of Money to be paid by way of Satisfaction, Recompence, or Compensation, either for the Damages which shall before that Time have been done or sustained as aforesaid, or the future temporary or perpetual or for any recurring Damages which shall be or shall have been so done or sustained as aforesaid, and the Cause or Occasion of which shall have been in part only obviated, removed, or repaired by the said Company, and which cannot or will not be further obviated, removed, or repaired by them, which Satisfaction, Recompence, or Compensation for such Damage or Loss shall be inquired into and assessed separately and distinctly from the Value of the Lands so to be taken or used as aforesaid; and the said Sheriff, Under Sheriff, Coroner, or other Person shall accordingly give Judgment for such Purchase Money, Satisfaction, Recompence, or Compensation as shall be assessed by such Jury; which said Verdict, and the Judgment thereon to be pronounced as aforesaid, shall be binding and conclusive to all Intents and Purposes upon all Corporations and Persons whatsoever: Provided always, that not less than Seven Days Notice in Writing of the Time and Place at which such Jury are so required to be returned shall be given by the said Company to the Party with whom any such Controversy shall arise, either by delivering such Notice to such Party, or by leaving such Notice at the Dwelling House or last known Place of Abode of the Person, or of the Clerk or Agent or of some Officer of the Corporation, or with some Tenant or Occupier of the Premises intended to be valued or respecting which or any Damage to which any such Question shall arise: Provided always, that where any Difference shall arise between the said Company and the Owner and Occupier of or any Person interested in any Mansion House, Park, or Pleasure Grounds which shall or may be taken, used, damaged, or injuriously affected by the Execution of any of the Powers hereby granted, then and in every such Case the said Company shall and they are hereby required to issue such Warrant to the said Sheriff, Under Sheriff, Coroner, or other Person, commanding him, and he is hereby accordingly empowered and required, to impanel, summon, and return a Jury consisting of such Persons as are usually summoned to serve on Special Juries at the Assizes of the County in which such last-mentioned Difference shall arise: Provided also, that in every such Inquiry the Corporations or Persons claiming Compensation shall be Plaintiffs, and shall have all such Rights and Privileges as Plaintiffs in Actions at Law are entitled to.

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

Compensation Money to be apportioned.

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

Verdicts to be recorded.

LXVIII. And be it further enacted, That if any such Sheriff, Under Sheriff, or any Coroner or other Person herein-before authorized and directed to act in the Stead of such Sheriff, shall make Default in the Premises, he shall for every such Offence forfeit and pay the Sum of Fifty Pounds to the Party who shall be prejudiced or injured thereby, to be recovered with full Costs of Suit by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*; and if any Person so summoned or returned upon any such Jury as aforesaid shall not appear, or appearing shall refuse to be sworn, or being a Quaker to make Affirmation, or shall refuse to give his Verdict, or shall in any other Manner wilfully neglect his Duty contrary to the true Intent and Meaning of this Act, or if any Person so summoned to give Evidence as aforesaid shall not appear on being paid or tendered a reasonable Sum for his Costs and Expences, or appearing shall refuse to be sworn, or being a Quaker affirmed, or to give Evidence, every Person so offending, having no reasonable Excuse, (to be judged of and determined by the said Sheriff, Under Sheriff, Coroner, or other Person hereby authorized to act in that Behalf,) shall forfeit and pay for every such Offence, to and for the Benefit of the Party for whom or on whose Account such Jury or Witness shall have been summoned, any Sum not exceeding Ten Pounds, which said last-mentioned Penalty and Forfeiture shall and may be levied by virtue of a Warrant under the Hand and Seal of any Justice of the Peace for the County or Riding in which the said Lands shall be situate or the said Inquisition shall be held, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him, on Demand, the Overplus of the Money thereby produced, if any, after such Penalty and the Charges and Expences of such Distress and Sale shall have been deducted.

Penalty upon Sheriff, &c., Jurors, or Witnesses, making Default.

LXIX. And

Jurors to be under the same Regulations as those of the Courts at Westminster.

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

Expences of Jury how to be paid.

LXX. And be it further enacted, That in every Case in which the Verdict of a Jury summoned as aforesaid shall be given for the same or a greater Sum than shall have been previously offered in Writing by the said Company or on their Behalf, or where no such Sum shall have been previously offered and a Verdict shall be given for any Amount, for the Purchase of any Lands to be used or taken by them for the Purposes of this Act, or as Compensation, Recompence, or Satisfaction for any Damage or Loss which may happen or arise in the Execution of any of the Powers hereby granted, all the Costs, Charges, and Expences of impanelling and summoning such Jury and Witnesses, and the Expences of the Bond to be given by the Party requiring the Jury to be summoned as herein-after mentioned, and of the Inquisition and Verdict and Judgment thereon, or in anywise consequent or incident to the same, shall be defrayed by the said Company; and such Costs, Charges, and Expences shall be settled and determined by the said Sheriff, Under Sheriff, Coroner, or other Person authorized to act as aforesaid; and in case such Costs, Charges, and Expences shall not be paid to the Party entitled to receive the same within Twenty Days after the same shall have been demanded, then the same shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the said Company under a Warrant to be issued for that Purpose by any Justice of the Peace for the County, Riding, or Place where such Inquisition shall be held, not interested in the Matter in question, which Warrant such Justice is hereby authorized and required to issue under his Hand and Seal on Application made to him for that Purpose by any Party entitled to receive such Costs, Charges, and Expences; but if the Verdict of the Jury shall be given for a less Sum than shall have been previously offered by the said Company, or in case the said Company shall have required a Statement of the Manner in which any Amount of Money which shall have been demanded as a Satisfaction or Compensation has been computed and made up, and the Jury shall be of opinion that no sufficient Statement was delivered by the Claimant to enable the said Company to make a proper Offer, One Moiety of the said Costs, Charges, and Expences shall be defrayed by the Party with whom the said Company shall have such Controversy or Dispute, and the Remainder shall be defrayed by the said Company; and the former Moiety of such Costs, Charges, and Expences, having been ascertained and settled in manner

herein-before mentioned, shall and may be deducted out of the Money adjudged to be paid to such other Party, as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of the Money so adjudged shall be deemed and taken to all Intents and Purposes to be a good Payment or Tender and Satisfaction of the whole thereof: Provided always, that in Cases in which by reason of Absence in Foreign Parts, or from any other Cause or Disability not herein-before provided for, any Person shall have been prevented from treating and agreeing as aforesaid, the whole of such Costs, Charges, and Expences shall be borne and paid by the said Company: Provided also, that in Cases in which no Sum shall be given by the Verdict of such Jury, the whole of the aforesaid Costs, Charges, and Expences shall be borne and paid by the Claimant.

LXXI. And be it further enacted, That all Parties with whom the said Company shall have any Dispute respecting Damages, and who shall require a Jury to be summoned as aforesaid, shall, at the Expence of the said Company, before the said Company shall be obliged to issue their Warrant for the summoning of such Jury, enter into a Bond to the said Company, in a Penalty of One hundred Pounds, to prosecute their Complaint, and to bear and pay their Proportion of the Costs and Expences of summoning and returning such Jury, and taking such Verdict, and of the summoning and Attendance of Witnesses, in case any Part of such Costs and Expences shall fall upon them.

Persons requesting Juries to enter into Bonds to prosecute their Complaint and to pay Expences.

LXXII. And be it further enacted, That the said Company shall not be obliged, nor shall any Jury to be summoned by virtue of this Act be allowed (without the Consent of the said Company), to receive or take notice of any Complaint to be made by any Party for any Loss or Injury by him sustained or supposed to be sustained in consequence of the Execution of any of the Powers of this Act, unless Notice in Writing by or on behalf of the Corporation or Person making such Complaint, stating the Nature, Extent, and Particulars of such Loss or Injury, and the Amount of the Compensation claimed in respect thereof, shall have been given by such Corporation or Person to the said Company Twenty Days before the summoning of such Jury, and within the Space of Six Calendar Months after the Time of such supposed Loss or Injury having been sustained, or after the doing or committing thereof shall have ceased.

Notice of Injury to be given to the Company before Complaint.

LXXIII. And be it further enacted, That in case any Difference shall arise between the said Company and any of the Owners or Occupiers of the Property to be taken, used, or injured for the Purpose of this Act, as to the Value, or Amount of the Damages done by the said Company, their Agents or Workmen, to such Property in the Execution of any of the Powers of this Act, and such Difference cannot be adjusted and settled between the said Parties, the same shall (in case the Amount of Damages claimed does not exceed Twenty Pounds) be ascertained and determined by some One or more Justice or Justices of the Peace acting within their Jurisdiction, who, upon Application made to him or them by both or either of the said

For settling Disputes as to Damages to a small Amount.

[Local.]

6 Y

Parties,

Parties, shall examine into the Matter in dispute, and shall determine and settle the Amount of Compensation which shall be payable by the said Company.

Application
of Compen-
sation Money
amounting
to 200l.

1 G. 4. c. 35.

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

Bank Annuities, or in Government or Real Securities; and in the meantime and until such Annuities or Securities shall be ordered by the said Court to be sold for the Purposes aforesaid, or shall be called in or cancelled, the Dividends or Interest and annual Produce thereof shall from Time to Time, by Order of the said Court, be paid to the Party who would for the Time being have been entitled to the Rents and Profits of such Lands so to be purchased and settled.

LXXV. Provided always, and be it further enacted, That if any Money agreed or awarded to be paid as last herein-before is mentioned shall be less than the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, then the same shall, with the Approbation of the said Company, signified in Writing under the Hands of Three at least of the Directors of the said Company for the Time being, be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General of the Court of Exchequer, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same may be paid, upon the Request of the respective Parties for the Time being entitled to the Rents and Profits of the Lands so taken or used, or of such Interest therein, or of their respective Husbands, Guardians, or Committees, in case of Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, and with the like Approbation, to Two Trustees to be nominated by the respective Parties exercising such Option (such Nomination to be approved of by the said Company, and such Nomination and Approbation to be signified in Writing under the Hands of the nominating Parties, and of Three at least of the Directors of the said Company for the Time being); and the Money so paid to such Trustees, and the Dividends and Produce so arising thereon and therefrom, shall be by such Trustees applied in like Manner as is herein-before directed with respect to the Money so to be paid into the Bank of *England* in the Name of the Accountant General of the Court of Exchequer, but without being required to obtain any Order of the said Court touching the Application thereof.

When less than 200*l.* and exceeding 20*l.*

LXXVI. Provided also, and be it further enacted, That where any Money so agreed or awarded to be paid as last herein-before mentioned shall not exceed the Sum of Twenty Pounds, the same shall be paid to the respective Parties who would for the Time being have been entitled to the Rents and Profits of the Lands so taken or used for the Purposes of this Act, or in respect of which such Compensation or Satisfaction shall be paid, for their own Use and Benefit; or in case of Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, then such Money shall be paid to their respective Husbands, Guardians, Committees, or Trustees, to and for the Use and Benefit of the Parties respectively entitled thereto.

When not exceeding 20*l.*

LXXVII. And be it further enacted, That in case any Party to whom any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used under or by virtue of the Powers of this Act, or for any Interest or for Compensation as aforesaid, shall refuse or neglect to accept the same, or cannot be conveniently found, or shall be absent from the United Kingdom of *Great Britain* and

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

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

Persons in Possession presumptively entitled.

LXXVIII. Provided always, and be it further enacted, That where any Question shall arise in reference to the Provisions aforesaid or otherwise of this Act touching the Title of any Party to any Lands, or to any Interest in any Lands, or to any Compensation in respect of Damage done to any Lands, or to any Money to be paid into the Bank of *England* for the Purchase of any Land, or of any Estate, Right, Title, or Interest in any Lands to be taken or used in pursuance of this Act, or for Compensation or Satisfaction as aforesaid, or to any Annuities or Securities to be purchased with any such Money as herein mentioned, or whereon or wherein the same shall be invested as herein mentioned, or to the Dividends or Interest of any such Annuities or Securities, the Parties respectively who shall have been in Possession or Receipt of the Rents or Profits of such Lands at the Time of such Purchase, and all Corporations and Persons claiming under such Parties or under or consistently with the Possession or Receipt of Rents by such Parties, shall be deemed to have been lawfully entitled to such Lands or such Interest therein, or to such Money as aforesaid, according to such Possession or Receipt of Rents, until the contrary shall be shown to the Satisfaction of the said Court; and the Dividends or Interest of the Annuities or Securities purchased or to be purchased with such Money, or whereon or wherein the same shall be or shall have been invested, and also the Capital of such Annuities or Securities, shall be paid, applied, or disposed of accordingly, unless it shall be made to appear to the Satisfaction of the said Court that such Possession or Receipt of Rents
was

was a wrongful Possession or Receipt, and that some other Party was lawfully entitled to the Whole or some Part of such Lands, or to some Estate or Interest therein, or to some Portion of the Rents thereof; and the said Court shall have full Power to direct the Payment of the said Annuities and Securities and the Interest and Dividends thereof unto the Person or Persons who shall be proved to be entitled to the same.

LXXIX. Provided always, and be it further enacted, That if at any Time after the said Company shall have entered upon any Lands which shall be permanently required for the Purposes of this Act any Person or Corporation shall appear to be entitled to any Estate, Right, or Interest in, to, or affecting such Lands, which Estate, Right, or Interest the said Company shall have failed or omitted duly to purchase or to pay Satisfaction or Compensation for, by reason of the said Company not having had Notice of the Existence thereof, or by reason of any other Accident or Mistake, and such Estate, Right, or Interest shall not have been vested in or barred or extinguished for the Benefit of the said Company by virtue of any of the Provisions herein-before contained, and the said Company shall, within the Period of Six Months after they shall have had Notice of the Existence of such Estate, Right, or Interest, purchase or pay Compensation or Satisfaction for the same, then, notwithstanding such Estate, Right, or Interest, and whether the Period of Two Years herein-after mentioned shall then have expired or not, the said Company shall remain in the undisturbed Possession of such Lands for the Purposes of this Act; and the Purchase Money, Compensation, or Satisfaction to be paid for such Estate, Right, or Interest shall be agreed on or awarded and paid, and such Estate, Right, or Interest shall be vested in or barred or extinguished for the Benefit of the said Company, in like Manner as, according to the Provisions herein-before contained, the same respectively would have been agreed on or awarded, and paid and vested, barred or extinguished, in case the said Company had purchased or paid Compensation or Satisfaction for such Estate, Right, or Interest before their Entry upon such Lands, or as near thereto as Circumstances will permit: Provided always, that if such Compensation or Satisfaction shall not be paid within the Period aforesaid the Company shall be ousted from the Possession of such Lands, in case the Interest for which the said Compensation shall be payable would give a Right of Ouster.

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

LXXX. And be it further enacted, That where any Money agreed or awarded to be paid for the Purchase of any Houses taken or used under the Powers of this Act, or for any Compensation or Satisfaction under this Act, shall have been paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex parte* "The *Sheffield, Ashton-under-Lyne, and Manchester* Railway Company," pursuant to the Directions herein-before contained, it shall be lawful for the said Court of Exchequer, upon Petition for that Purpose by the Party who would have been entitled to or in the Receipt of the Rents and Profits of the Houses in respect of which such Money shall have been so paid in, from Time to Time to order

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

[Local.]

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such

such Part (if any) of the said Purchase or Compensation Monies as the said Court shall think fit to be laid out and applied in the repairing or rebuilding of any such Houses or other Buildings taken down or injured in the Construction of the said Railway and Works in such Manner as to the said Court shall seem fit.

The Court may order reasonable Expences of Purchase and of Investment to be paid by the Company.

LXXXI. Provided also, and be it further enacted, That where, by reason of any Disability or Incapacity of any Party entitled to any Lands to be taken or used, or in respect of which any Satisfaction, Recompence, or Compensation shall be payable under the Authority of this Act, the Purchase Money for the same, or the Money paid for such Compensation, shall be required to be paid into the Bank of *England*, it shall be lawful for the said Court to order all the Costs, Charges, and Expences of or which may be incurred in consequence of the Purchase or taking or using of such Lands by the said Company under and by virtue of this Act, and also of the Investment of the Purchase and Compensation Money in Consolidated or Reduced Bank Annuities or other Government Securities, or in the Reinvestment of such Purchase and Compensation Money in Land, or so much of such several Costs, Charges, and Expences occasioned only by the passing of this Act, and not by Litigation between the Claimants, or otherwise of any Proceedings had as herein-before authorized, as the said Court shall deem reasonable, together with the necessary Costs, Charges, and Expences of obtaining the proper Orders for such Purposes, and for the Payment of the Dividends, Interest, and annual Produce of such Consolidated or Reduced Bank Annuities or other Government Securities, to be paid by the said Company out of the Monies to be received by virtue of this Act, and the said Company shall from Time to Time pay such Sums of Money for such Costs, Charges, and Expences as the said Court shall direct.

Expences of Title to be paid by the Company.

LXXXII. And be it further enacted, That all the Costs, Charges, and Expences, on the Part as well of the Seller as the Purchaser, of all Conveyances and Assurances of any Lands which shall be purchased or taken by the said Company for the Purposes of this Act, or any Terms or Interests therein, and of deducing, evidencing, and verifying such Title as the said Company may require to the said Lands, or any Term or Interest therein, and of making out and furnishing such Abstract and such attested Copies as the said Company may require, and all Expences whatsoever incident to the Investigation, Deduction, and Verification of such Title, shall be exclusively borne and paid by the said Company; and the said Company, before entering into Possession of the Lands so purchased or taken, shall pay the Amount of such Costs, Charges, and Expences, or, in case there shall be any Dispute about the same, shall obtain such Order as herein-after mentioned, and shall deposit, for the Purpose of paying the same, in such Manner as herein-after mentioned, the Amount of the Costs, Charges, and Expences claimed by the Party from whom the Lands shall be purchased or taken: Provided always, that the said Company shall not be prevented from entering into the Possession of the Lands so purchased, by reason of the Nonpayment of the said Costs, Charges, and Expences, or by reason
of

of the Order herein-before mentioned not having been obtained, or the Deposit herein mentioned not having been made, unless the Party from whom such Lands shall have been purchased shall, within Seven Days after Notice in Writing for that Purpose shall have been given to them by the said Company, deliver a Bill of the said Costs, Charges, and Expences to the said Company.

LXXXIII. And be it further enacted, That if the said Company and the said Party cannot agree as to the Amount of such Costs, Charges, and Expences, the same shall be ascertained by the said Court of Exchequer; and it shall be lawful for the said Court, on Petition to be presented by the said Company, to order and direct that such Costs, Charges, and Expences shall be referred to one of the Masters of the said Court to be taxed in the usual Manner; and such Order shall be served on the Party aforesaid, who shall be at liberty to proceed under the same; and after Taxation of such Costs, Charges, and Expences, it shall be lawful for the said Court to order and direct that the Amount at which the same shall be so taxed, together with the Costs, Charges, and Expences attending the Taxation thereof, or so much of the same as shall be payable by the said Company to the Person from whom such Lands shall have been purchased or taken as herein-after mentioned, shall be paid to the Person aforesaid, and the said Money so deposited as aforesaid shall be applied, under the Direction of the said Court, towards the Payment thereof so far as the same will extend: Provided always, that the said Company shall not be at liberty to enter into the Possession of the Lands so purchased or taken until an Order shall have been made for the Taxation of the said Costs, Charges, and Expences, and the said Company shall have deposited the Sums claimed in respect of the same in the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account there *ex parte* "The *Sheffield, Ashton-under-Lyne, and Manchester Railway Company*," pursuant to the Method prescribed by the herein-before mentioned Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, which Sums shall be applied, under the Order of the said Court, in Payment of the said Costs, Charges, and Expences: Provided always, that the Expence of determining such Costs, Charges, and Expences as aforesaid, and of obtaining the Order or Orders referring the same to be taxed, shall be paid and borne by the said Company, unless One Sixth of the said Costs, Charges, and Expences shall be disallowed, in which Case the said Expence shall be paid and borne by the Person from whom the said Lands were purchased or taken, and the Amount thereof may then be paid to the said Company out of the said Sum so deposited by them as aforesaid.

In case of Dispute the Costs to be taxed by the Court of Exchequer.

LXXXIV. And be it further enacted, That upon Payment or legal Tender of such Sum of Money as shall have been contracted or agreed for between the Parties or assessed by any Jury in manner aforesaid for the Purchase of any Lands, Rent or other Charge, or as a Recompence for the yearly Produce or Profits thereof, or as a Compensation for Damages absolute or continuous, as herein-before mentioned, to the respective Proprietors of such Lands, or other Persons respectively

Power to enter Lands, &c. on Payment or Tender of Purchase Money.

respectively interested therein and entitled to receive such Money or Compensation respectively; or if the Persons so respectively entitled or interested as aforesaid, or any of them, cannot be found, or shall be absent from *England*, or shall refuse to receive such Money as aforesaid; or shall refuse, neglect, or be unable to make a good Title to such Lands to the Satisfaction of the said Company, or if any Party entitled unto or to convey such Lands shall not be known, or shall die after such Agreement or Award, without any Person being legally authorized to give a valid Discharge for such Money or Compensation, or shall be absent from *England*, or shall refuse, neglect, or be unable to convey the same, or in case such Money shall be liable to be invested in the Purchase of other Lands, then and in any such Cases, upon Payment of the said Money into the Bank of *England*, as by this Act directed and required, for the Use of the Persons respectively entitled thereto; or in case such Money shall have been agreed or awarded to be paid for the Purchase of any such Lands or such Recompence as aforesaid which any Corporation, Trustee, or Person under Disability is hereby capacitated to convey, upon Payment of such Money into the Bank, as herein-after directed, to an Account *ex parte* "The *Sheffield, Ashton-under-Lyne, and Manchester Railway Company*"; then and in every of such Cases it shall be lawful for the said Company, and their Agents, Workmen, and Servants, immediately to enter upon such Lands, and thereupon such Lands, and the Fee Simple and Inheritance thereof, or, as the Case may be, the Estate, Term, and Interest purchased, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of all Parties therein, shall thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of this Act; and such Payment or Tender, Investment and Conveyance, or Deposit in the Bank of *England* as aforesaid, shall not only bar all the Right, Title, Interest, Claim, and Demand of such Parties as aforesaid, and operate as a Merger of all outstanding Terms of Years, but also shall extend to and be deemed and construed to bar the Dower of the Wife of every such Person, and all Estates Tail, and other Estates in Reversion and Remainder or otherwise, and all Rights, Titles, Limitations, and Trusts of every other Person whomsoever therein: Provided nevertheless, that before such Payment, Tender, or Deposit in the Bank of *England* as aforesaid, it shall not be lawful for the said Company, or for any Person acting under their Authority, to bore under, dig, or cut into such Lands for the Purpose of making the said Railway or other Works hereby authorized to be made, save for the Purpose of ascertaining and setting out the same for the Purposes of this Act, without the previous Consent of the Owners and Occupiers thereof respectively.

Tenants at
Will or from
Year to Year
to quit Lands
after Notice.

LXXXV. And be it further enacted, That all Persons in the Possession of any Lands which shall be required or be intended to be taken or used for the Purposes of this Act, and who shall have no greater Interest in the Premises than as Tenants at Will, or Lessees for a Year, or as Tenants from Year to Year, shall respectively deliver up the Possession of such Premises to the said Company, or to such Person as they shall appoint to take Possession of the same, at the Expiration of Three Calendar Months next after Notice to that Effect shall have been

been given by the said Company to or left at the Place of Abode of such respective Tenants or Lessees or Persons in Possession, or left upon the said Premises, or at such other Time after the Expiration of Three Calendar Months as the said Company shall in such Notice require, whether such Notice be given with reference to the Time of the Commencement of such Tenants holding or not, and whether such Notice be given before or after the said Premises shall be purchased by the said Company; and in case any such Tenant or Lessee or Person so in Possession as aforesaid shall refuse or neglect to deliver such Possession as aforesaid it shall be lawful for the said Company to issue their Precept, either under their Common Seal or under the Hands and Seals of Three at least of the Directors of the said Company for the Time being, to the Sheriff of the County in which the Premises shall be situate, to deliver Possession of the said Premises to such Person as shall in such Precept be nominated to receive the same, and the said Sheriff is hereby required to deliver Possession of the said Premises accordingly, and to levy and satisfy such Costs as shall accrue upon or by reason of the Issuing and Execution of such Precept on the Person so refusing to deliver Possession by Distress and Sale of his Goods and Chattels.

LXXXVI. Provided always, and be it further enacted, That in case any such Tenant or Lessee who shall be required to deliver the Possession of any Premises occupied by him, before the Expiration of his Term or Interest therein, shall, according to the true Intent and Meaning of this Act, be entitled to Compensation, and shall give the said Company previous Notice in Writing thereof, and state and show the Period of such unexpired Term or Interest, the said Company shall and they are hereby required to make or tender to such Tenant or Lessee, before they shall issue their Precept to the Sheriff to give Possession of the Premises in the Occupation of such Tenant or Lessee, Satisfaction, Recompence, or Compensation for the Value of his unexpired Term or Interest in the said Premises, or any other Loss, Damage, or Inconvenience for which Compensation is hereby directed to be made; which Satisfaction, Recompence, or Compensation, in case of Difference, shall be ascertained and determined in the same Manner as any other Satisfaction, Recompence, or Compensation for any Lands taken or used by the said Company is by this Act directed to be made or determined.

Interest of such Tenants may be settled by a Jury.

LXXXVII. Provided always, and be it further enacted, That in all Cases in which any Party shall claim any Satisfaction, Recompence, or Compensation for or in respect of any unexpired Term or Interest which he shall claim to be possessed of or entitled unto in any Lands, Mines, or Minerals intended to be taken or used under the Authority of this Act, under or by virtue of any Demise, Lease or Agreement for Lease, or Grant thereof, the said Company are hereby authorized to require such Party to produce or show the Lease or Agreement for Lease, Demise or Grant, in respect of which such Claim to Satisfaction, Recompence, or Compensation shall be made; and if such Lease or Agreement for Lease, Demise or Grant, or satisfactory Evidence of its Contents in case of its being lost or destroyed, shall not be produced or shown within Twenty-one Days

Persons holding under Leases to produce the same.

[Local.]

7 A

after

after Demand made by the Clerk of the said Company, or by any Person authorized by him, the Party claiming such Satisfaction, Recompence, or Compensation shall be considered and treated as a Tenant holding only from Year to Year.

Compensation to be made for temporary Damage.

LXXXVIII. And whereas in making and executing the said Railway and the several other Works by this Act authorized it may be necessary for the said Company, their Agents and Workmen, to enter upon and take temporary Possession of some Parts of the Lands adjoining to the Line of the said Railway and other Works, for the Purpose of laying or depositing and working thereon Earth, Clay, Stones, Bricks, Slates, Timber, Lime, and other Materials, or of manufacturing such Clay into Bricks, or for forming temporary Roads or Approaches to and from the said Works; and inasmuch as a Jury summoned as directed by this Act to assess a Compensation for the Damage and Injury done to such adjoining Lands by the Exercise of the Powers and Authorities by this Act granted cannot, either upon View or from Evidence, form a just Opinion of the permanent Injury which will be sustained by the Owners or Proprietors of such adjoining Lands by the Exercise of the Powers and Authorities hereby granted until the Works shall have been completed, it is expedient that the said Company, their Agents and Workmen, should be empowered to enter upon such adjoining Lands for the Purposes aforesaid without having previously made such Payment, Tender, or Investment of Money as herein-before mentioned; be it therefore enacted, That, notwithstanding any thing in this Act contained, it shall be lawful for the said Company, their Agents and Workmen, and they are hereby empowered, in any Case in which it may be necessary as aforesaid, to enter upon the Lands of any Person or Corporation whatsoever adjoining or lying near to the said Railway and other Works by this Act authorized to be made and maintained, or any of them, or any Part thereof respectively, for the Purpose of laying, depositing, working, or manufacturing upon such Lands or upon any Part thereof respectively any Earth, Clay, Stones, Bricks, Slates, Timber, Lime, or other Materials, or for forming temporary Roads or Approaches to or from the said Works, and also to make use of any existing Roads, they the said Company, their Agents and Workmen, doing as little Damage as may be in the Exercise of the several Powers hereby granted to them, and making Compensation and tendering a reasonable Sum as Compensation for such temporary Occupation or temporary Damage of the said Lands to the Owners and Occupiers thereof, such Compensation, in case the Parties differ about the same, after Tender thereof has been duly made by the said Company, to be settled and recovered in manner herein-before provided in Cases of Disputes as to the Value of Lands through or upon which the said Railway and other Works are intended to be made, and the Compensation for any Damage sustained by reason of the Execution of any of the Works by this Act authorized: Provided always, that the said Company shall and they are hereby required before entering upon any such Lands for the Purposes aforesaid to agree with the Owner or Occupier of such Lands for the Payment by the said Company of a fixed and certain annual Rent in respect thereof during the Continuance of such temporary Occupation, (such
Rent,

Rent, in case the Parties differ in opinion thereon, to be fixed by Arbitration of Two indifferent competent Persons, One to be named by each Party, or by their Umpire appointed in Writing by such Arbitrators before they enter upon the Business of such Arbitration,) and also to make such Compensation and Satisfaction for any permanent Damage or Injury, if any, which may have been done to the said Lands by the Exercise of any of the Powers and Authorities aforesaid, within Six Calendar Months after the Expiration of the Period by this Act granted for executing the said Railway and other Works, or other sooner Completion of the said Works: Provided also, that before it shall be lawful for the said Company to make such temporary Use as aforesaid of the Lands adjoining or lying near the said Railway or Works, the said Company shall and they are hereby required to give Fourteen Days Notice in Writing of such their Intention to the Owners or Occupiers of such Lands, by leaving such Notice in Writing at their or his last or most usual Place of Abode, and to separate and set apart by sufficient Railings or Fencings so much of such Lands as shall be required to be so used as aforesaid from the other Lands adjoining thereto: Provided always, that it shall not be lawful for the said Company to make such temporary Use of any such Lands as aforesaid lying at a greater Distance than Two hundred and fifty Yards from the said Railway nor within Five hundred Yards of any House: Provided also, that before entering upon any such Lands for such temporary Purposes as aforesaid the said Company shall, if required by the Owner or Occupier thereof, find Two sufficient Persons who shall enter into a Bond to such Owner or Occupier in a Penalty of the Amount of Fifty Pounds *per Acre*, conditioned for the Payment of such Compensation, such Sureties to be approved of by Two Justices acting for the Division of the County or Riding in which the same Lands shall be situate, in case the Parties differ about the same.

LXXXIX. And be it further enacted, That in case it shall be found requisite to form Shafts, Pits, Eyes, or Openings to or from any Tunnel to be made for the Purposes of this Act, it shall be lawful for the said Company to sink and construct such Shafts, Pits, Eyes, or Openings in such Places as the said Company shall think necessary, provided only that such Shafts, Pits, Eyes, or Openings shall not be sunk or constructed in any public Highway.

XC. And be it further enacted, That nothing herein contained shall extend or be construed to extend to give to the said Company any Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines or Minerals under any Land taken or purchased by the said Company under the Provisions and Powers of this Act, except only so much of such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines or Minerals where the same shall be the Property of the Owner of the Land so purchased as may be necessary to be dug or carried away for the Purposes of this Act, unless the said Mines shall have been expressly purchased and conveyed by the Owner thereof to the said Company; but all such Mines and other Minerals not necessary to be so dug, carried away, or used as aforesaid shall, unless the contrary be expressed, be deemed to be excepted out of the

Openings into Tunnels not to be made in public Highways.

Company not to take Mines under the Railway.

the Purchase and Conveyance of such Lands, and may (subject to the Restrictions herein-after contained for the Purchase thereof by the said Company) be won and worked by the respective Owners, Lessees, or Tenants thereof, under the said Lands, or the Railway or other Works of the said Company, as if this Act had not been passed, but so, nevertheless, as that such Mines are worked fairly in the usual and proper Manner, and no Damage be wilfully done to the said Railway or other Works.

Power to
settle Questions as to
Mines by
Arbitration.

XCI. And be it further enacted, That in case any Difference or Disagreement shall arise between the said Company and any Owner or Lessee, Tenant, Occupier, or other Person having an Interest in any Mines or Minerals over, through, under, or near to which the said Railway shall pass, and which may be required for the Purposes of this Act, and in respect of which Payment is hereby required to be made according to the Value thereof, or between the said Company and any Person who shall sustain any Damage or Injury by or in consequence of any thing done or to be done in pursuance of this Act, or by the Neglect or Omission of any thing by this Act required to be done or performed, respecting the Value, Payment, or Compensation for the same or otherwise on account thereof, and such Owner, Lessee, Tenant, Occupier, or other Person so having an Interest as aforesaid, or any of them, in respect of their respective Estates, Rights, or Interests, shall be inclined, and shall agree and consent by Writing under their respective Hands, to settle the same by Arbitration, in lieu of the Mode herein appointed for the settling of Differences, such Matters in difference shall be referred to Three Arbitrators, one to be appointed by such Owner, Lessee, or Tenant, Occupier, or other Person so interested as aforesaid, another by the said Company, and the Third by the Two Arbitrators so before appointed, within Twenty-one Days after Notice in Writing to be given by such Owner, Lessee, Tenant, or Occupier, or other Person so interested as aforesaid to the said Company for that Purpose; and in case of the Death or Incapacity to act of any or either of the said Arbitrators, another shall be appointed in his Stead by the Party by whom or in whose Behalf he was so appointed, or by the said Two Arbitrators appointed by the Parties, as the Case may be, within Twenty-one Days next after Notice thereof; and the said Arbitrators or any Two of them shall and they are hereby authorized and empowered, by Examination of Witnesses upon Oath (which Oath the said Arbitrators are hereby empowered to administer), and by other fit and proper Ways and Means, to hear, settle, and determine the Matter in question, and to make their Award therein by Writing under their Hands or under the Hands of any Two of them; and in case either of the said Parties shall not appoint an Arbitrator for the Purposes aforesaid within Twenty-one Days after being thereunto required by Writing to be delivered to the Party on whose Behalf any Arbitrator shall not have been appointed as aforesaid within the Time or Times herein-before limited for that Purpose, or if the Arbitrator appointed by or on behalf of either of the said Parties shall refuse or neglect to act in the Premises, or having acted shall refuse or neglect to proceed by the Space of Thirty Days, and in case no Third Arbitrator shall have been appointed by the said Two Arbitrators

trators chosen by the said Parties, then such Matter may be settled and determined as soon as conveniently may be by the Arbitrator appointed by or on behalf of the other of the said Parties, and the Determination to be had and made by such One Arbitrator as herein-before directed shall be final and binding on both Parties; but if the Two Arbitrators shall have so far acted as to have named a Third Arbitrator, and either of such first-named Arbitrators shall neglect or refuse to act any further, then and in such Case the Matter may be settled and determined as soon as conveniently may be by the Arbitrator who shall not decline to act and such Third Arbitrator, and the Determination to be had and made by such One of the Two first-named Arbitrators and such Third Arbitrator shall be final and binding on both Parties; and the Costs and Charges incurred in and about such References, and the making of such Awards as aforesaid, shall be apportionable, paid, and payable and recoverable on such and the like Conditions and in such and the like Manner as is herein provided in case of Purchase or Compensation being settled and determined by a Jury: Provided, that in all Cases wherein the Power of Reference to Arbitrators lastly herein-before contained shall not be resorted to and carried into effect all Questions and Disputes concerning the several Matters and Things aforesaid (except where the Settlement and Adjustment thereof is herein otherwise provided for) shall be ascertained and settled by the Verdict of a Jury, as is herein directed with respect to the Lands which may be taken for the Purposes of this Act.

XCII. And be it further enacted, That when and so often as the Proprietor or Lessee or Tenant of any Mines of Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals lying under the said Railway and Works or any of them, or within the Distance of Fifty Yards from such Railway or Works respectively, shall be desirous of working the same, then and in every such Case such Proprietor, Lessee, or Tenant shall give Notice in Writing to the said Company, under his Hand, of such Intention, at least Twenty-one Days before he shall begin to work such Mines; and upon the Receipt of such Notice it shall be lawful for the said Company to inspect such Mines or cause the same to be inspected, and to contract and agree with any such Proprietor, Lessee, or Tenant for the Purchase of and to purchase any such Mines or Minerals, or any Part thereof, the getting and working of which may appear to the said Company likely to prejudice or damage the said Railway or other Works; and in case the said Company and such Proprietor, Lessee, or Tenant do not agree as to the Amount or Value of such Mines or Minerals, the same shall be ascertained and settled by the Verdict of a Jury as is herein-after directed with respect to the Lands which shall or may be taken for the Purposes of this Act: Provided nevertheless, that in case the said Company do not, before the Expiration of such Twenty-one Days, declare their Desire to purchase the said Mines, and do not treat with such Proprietor, Lessee, or Tenant for the same, or in case, without any Default of such Proprietor, Lessee, or Tenant, the Purchase Money for the same shall not be paid within Three Calendar Months after the giving such Notice, then it shall be lawful for the Proprietor,

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

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Lessee,

Lessee, or Tenant of such Mines, and he is hereby authorized, to work and get such Part of the said Mines as lie under the said Railway and Works, or within the Distance aforesaid, without being liable to the said Company for any Damage that may be done thereby, unless such Damage be wilfully done or be caused by the working of the said Mines in an unusual Manner.

If Company purchase Mines, the Owners of Mines adjoining on each Side of the Railway may make Communications.

XCI. And be it further enacted, That in case the said Company shall purchase any such Mines under the said Railway or within the Distance of Fifty Yards thereof, it shall be lawful for the respective Proprietors, Lessees, or Tenants of the adjoining Mines (such Proprietors, Lessees, or Tenants being the Proprietors, Lessees, or Tenants of the Mines on both Sides of the Mines so purchased,) to cut and make such and so many Airways, Headways, Gateways, Water Levels, or other Communications through the Mines, Measures, or Strata so purchased by the said Company as may be requisite to enable such Proprietor, Lessees, or Tenants to ventilate, drain, work, get, and carry away the Minerals on each Side of the Mines so purchased as aforesaid: Provided always, that no Airway, Headway, Gateway, Water Level, or other Work shall be of greater Dimension or Section than Eight Feet wide and Eight Feet high; and the respective Proprietors, Lessees, or Tenants of such Mines, or other the Persons cutting and making the same, shall allow and repay unto the said Company for all Coal or other Minerals worked or obtained by them from and out of such Airway, Headway, Gateway, Water Level, or other Communication, such Rate or Price as the same shall be worth at the Time of procuring the same: Provided also, that no Airway, Headway, Gateway, Water Level, or other Communication shall be so cut or made as in any way to injure the said Railway or Works, or to obstruct or impede the Passage upon or along the said Railway.

Method of discovering when Mines are worked under the Railway.

XCIV. And for the better ascertaining whether any such Mines are being worked or gotten or about to be worked or gotten so as to prejudice or damage the said Railway and other Works, or any of them, be it further enacted, That it shall be lawful for the said Company, by themselves, their Agents and Workmen, from Time to Time and at all Times hereafter to enter upon any Lands through or near which the intended Railway and other Works shall pass, wherein any such Mines shall be found, or shall be working or be supposed to be working, and likewise to enter into and return from any Coalpits, Works, and other Mines, and for that Purpose to make use of any Gins, Whimsies, Tackling-ropes, Machines, Apparatus, or Machinery belonging to such Owners, Lessees, or Tenants (who are hereby required at all seasonable Times to furnish the same), and to view, search, measure, latch, and use all other Means for discovering the Distance of the said intended Railway and other Works from the working Parts of such Mines respectively; and in case it shall appear that any such Mines have been worked or got contrary to the Directions of this Act it shall be lawful for the said Company to give Notice to the Owners, Lessees, or Tenants of any such Mines who have so worked or got the same contrary to the Directions of this Act to adopt and construct the requisite Means and Supports for

for sustaining, securing, and making safe the said Railway and other Works, and preventing any Injury which may arise in consequence of such Mines having been so got contrary to the Directions of this Act; and in case the said Owners, Lessees, or Tenants respectively shall not immediately after such Notice proceed to secure and make safe the said Railway and Works, and use due Diligence in effecting the same, to the Satisfaction of the said Company or their Engineer, or other Person for such Purpose employed by them, then and in every such Case it shall be lawful for the said Company, their Agents and Workmen, at the Expence, Costs, and Charges of such respective Owners, Lessees, and Tenants of such Mines, to enter into and upon all such Mines, and from Time to Time to use all necessary and reasonable Ways and Means for repairing, supporting, sustaining, securing, and making safe the said Railway and other Works; and such Expences, Costs, and Charges shall be recovered by the said Company from such Owner, Lessee, or Tenant who shall so respectively have worked or got the same, in such and the same Manner as the Rates, Tolls, or Sums by this Act granted may be recovered; and the Monies so recovered shall be applied for the Purposes of this Act.

XCV. And be it further enacted, That no Shaft, Pit, or Quarry shall be dug, sunk, or made in or on the Line of the said Railway and Works; but it shall be lawful for any Owner, Lessee, or Tenant of any Mines or Works on each Side of the said Railway to pass and use all such Ropes, Chains, Connexion Rods, and other Matters as may be necessary for working the same Mines in conformity with the Provisions of this Act under, near, or by the said Railway, provided that by so doing such Owner, Lessee, or Tenant do not injure or damage such Railway or Works, or interrupt or endanger in any Manner the free Passage upon or along the same.

XCVI. Provided always, and be it enacted, That notwithstanding any thing in this Act contained to the contrary the said Company shall and they are hereby required, within Five Years from the passing of this Act, to determine how much of the Mines or Minerals lying underneath the Lands of *Henry Weech Burgess* or Messieurs *William* and *John Brocklehurst*, in the Township of *Ardwick*, they intend to purchase for the Purposes of the said Railway or for preventing Injury thereto, and shall proceed upon the Reference herein-after mentioned within Twenty-one Days after such Determination, and complete the Purchase of the Portion of the said Mines and Minerals specified therein within Three Months after the Price shall be ascertained and a good Title shown, if required, by the said *Henry Weech Burgess* or Messieurs *Brocklehurst*, or either of them; and the said Company shall make and maintain such and so many Passages through the Mines purchased by them as aforesaid underneath the said Railway as may be requisite for the Purpose of enabling the said *Henry Weech Burgess* or Messieurs *Brocklehurst*, their Heirs and Assigns, to work the Remainder of their said Mines, the Maintenance of the said Railway from any Damage to be done by the getting of such Mines being always provided for by the said Company, and the said Company receiving from them

No Shaft to be sunk in the Railway.

Company to purchase certain Mines of H. W. Burgess and Messrs. W. and J. Brocklehurst.

them the said *Henry Weech Burgess* or *Messieurs Brocklehurst*, their Heirs or Assigns, the full Value of all Clay or other Minerals that may be dug or gotten in the Formation of such Passages; and if the said Company shall neglect or refuse to determine what Portion of the said Mines or Minerals they will purchase within Five Years after the passing of this Act, or shall not complete the Purchase thereof within such Three Months as aforesaid, on the Request of the said *Henry Weech Burgess* or *William* and *John Brocklehurst*, or either of them, their or either of their Heirs or Assigns, then and in such Case all the Powers hereby given to the said Company with regard to the compulsory Purchase of such Mines and Minerals, or any Part thereof, shall altogether cease and determine, and the said Company shall not be allowed in any Manner to interfere with the same without the Consent in Writing of the said *Henry Weech Burgess* or *William* and *John Brocklehurst*, their or any of their Heirs or Assigns, first had and obtained; and from and after such Determination as aforesaid and the Expiration of the said Five Years it shall not be lawful for the said Company to purchase or take any of the Mines or Minerals belonging to the said *Henry Weech Burgess* or *Messieurs Brocklehurst*, their or any of their Heirs or Assigns, without their Consent in Writing, save and except such as may have been specified in such Determination as aforesaid; and in case of any Difference or Dispute between the said Parties as to the Price or Value of such Mines or Minerals so to be purchased as aforesaid, the same shall be ascertained and determined in such Manner as is herein provided for the Settlement of Disputes between the said Company and the Owners of other Mines and Minerals: Provided always, that if by reason of the Purchase by the Company of any Part of the Mines or Minerals belonging to the said *Henry Weech Burgess* or *Messieurs Brocklehurst*, their or any of their Heirs or Assigns, they the said *Henry Weech Burgess* or *Messieurs Brocklehurst*, their or either of their Heirs or Assigns, shall be put to any extra Expence, or shall suffer any Loss or Damage, either in the working of the Remainder of their Mines and Minerals, or by the necessary Removal, Alteration, or Reconstruction of any of their Works, or by the Adoption of any new Works, or otherwise howsoever by reason of the Construction of the said Railway, the said Company shall make such Compensation for the same as may be agreed on and determined by Reference to Arbitration, in like Manner as by this Act is provided with regard to other Differences between Owners of Mines and the said Company.

Enabling the
Company to
sell Lands
not wanted.

XCVII. And whereas, by means of Purchases which the said Company are hereby empowered or required to make, the said Company may happen to be seised of more Lands than will be necessary for effecting the Purposes of this Act, or of Lands not applicable to the Purposes thereof; be it therefore enacted, That it shall be lawful for the said Company, and they are hereby required, within Ten Years from the passing of this Act, to contract for and sell, and by any Deed under their Common Seal, and for such Considerations as they may deem reasonable, to convey to the Purchasers thereof, any Part of such superfluous Lands as shall not be required for the Purposes of this Act, or any Estate or Interest purchased by or belonging to the said Company in such Lands, or any Part thereof, in such Manner as they shall deem

most advantageous ; and such Contracts, Sales, and Conveyances from the said Company shall be valid and effectual to all Intents and Purposes : Provided always, that the said Company, before they shall dispose of any such superfluous Lands, shall first offer to sell the same to the Person or several Persons from whom the said Company purchased the same or who would have been entitled thereto had the same not been purchased, so as for them to become entitled to their old Interest therein, in case such Person or Persons shall then continue the Owner or Owners of any Part of the adjoining Lands or Estate from which the same may have been taken, such Persons being in *England* and convenient to be found, and being capable of entering into a Contract for the Purchase of such Lands ; and such respective Persons, in case they shall be desirous of purchasing the same, shall signify such their Desire and Intention in that Behalf to the said Company within Fifteen Days after such Offer of Sale shall have been made ; and in case such Persons shall decline to avail themselves of such Offer, or shall neglect to signify their Desire and Intention to purchase such Lands for the Space of Fifteen Days, the Right of Pre-emption of every such Person so declining or neglecting in respect of the Lands included in such Offer of Sale shall cease ; and a Declaration in Writing made before a Master or Master Extraordinary in the High Court of Chancery, or before any Justice of the Peace acting within his Jurisdiction, (who are hereby respectively authorized to take or receive the same,) by some Person not interested in such Lands, stating that the Person entitled to such Right of Pre-emption was not in *England*, or was not found, or was not capable of entering into a Contract for the Purchase of such Lands, or that such Offer was made by or on behalf of the said Company, and that such Offer was refused or was not accepted by the Person to whom the same was made within the Space of Fifteen Days from the Time of making the same, shall in all Courts whatsoever be sufficient Evidence and Proof that such Offer was made and was refused or was not accepted within the Time aforesaid, and of such other Matters as are required to be and are stated in such Declaration so to be made as aforesaid (as the Case may be) ; and in case any such Person as aforesaid shall be desirous of purchasing any such Lands, and such Person and the said Company shall not agree with respect to the Price thereof, then the Price thereof shall be ascertained by a Jury in the Manner by this Act directed with respect to the disputed Value of Lands to be taken or used by the said Company for the Purposes of this Act ; and the Expence of hearing and determining such Difference shall be borne and paid in like Manner as by this Act is directed with respect to such Lands as aforesaid, *mutatis mutandis* ; and the Money produced by the Sale which may be made by the said Company of such Lands as aforesaid shall be applied to the Purposes of this Act ; and all Conveyances which shall be made by the said Company pursuant to the Authority by this Act in them reposed shall be adjudged sufficient to vest such Estate in the Purchaser as shall have been agreed for or shall be expressed or meant and intended to be conveyed and granted by any such Conveyance.

Lands remaining unsold or not wanted to be vested equally in the Landowners on both Sides.

XCVIII. And be it further enacted, That if the said Company shall not within the Time herein-before limited for that Purpose have sold such Parts of the Lands purchased by them as shall not be wanted for the Purposes of this Act, then and in such Case such last-mentioned Lands shall vest in the Owners for the Time being of the Land adjoining that which shall not have been then sold, in manner following; that is to say, One Moiety in the Owners of the Land on the one Side, and the Remainder in the Owners of the Land on the other Side thereof.

Company, on Payment of Money, to give Receipts.

XCIX. And be it further enacted, That upon the Payment of the Money which shall arise from the Sale of any Lands, or of any Interest therein, belonging to the said Company, which shall be sold by the said Company under the Authority of this Act, or upon Payment of any Money under this Act, it shall be lawful for any Two Directors of the said Company, or for the Treasurer or any Officer appointed by the Directors of the said Company for that Purpose, to sign and give a Receipt for the Money so paid, which Receipt shall be a sufficient Discharge to all Persons for the Purchase Money for such Lands and Interests as shall be sold, or for such other Money as in such Receipt shall be expressed to be received, and such Persons shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money or other Money or of any Part thereof.

The Word "grant" in Conveyances from the Company to amount to certain Covenants.

C. And be it further enacted, That in every Conveyance to be made by the said Company under or in pursuance of this Act the Word "grant" shall operate as and be construed and adjudged in all Courts of Judicature to be express Covenants to or with the respective Grantees therein named, and the Successors, Heirs, Executors, Administrators, or Assigns of such Grantees, according to the Quality or Nature of such Grantees Interest therein, and the Estate or Interest therein expressed to be thereby conveyed by or from the said Company, for themselves and their Successors, that they the said Company, notwithstanding any Act or Default done or made by them, were at the Time of the Execution of such Conveyance seised or possessed of the Lands or Premises thereby granted for an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances done or occasioned by them, or otherwise for such Estate or Interest as therein expressed to be thereby granted, free from Incumbrances done or occasioned by them, that the Purchaser thereof, his Heirs and Assigns, Successors and Assigns, or Executors, Administrators, and Assigns, (as the Case may be,) shall quietly enjoy the same against the said Company and their Successors, and all claiming under them, and be indemnified and saved harmless by the said Company and their Successors from all Incumbrances committed by the said Company, and also for the further Assurance, at the Expence of such Grantees respectively, their Heirs, Successors, Executors, Administrators, or Assigns, of such Lands and Premises by the said Company or their Successors, and all claiming under them, unless except and so far as the same shall be restrained and limited by express particular Words contained in any such Conveyance;

veyance ; and all such Grantees, and their several Successors, Heirs, Executors, Administrators, and Assigns respectively, according to the respective Quality or Nature and the Estate or Interest expressed to be conveyed, shall and may in all Actions to be brought assign Breach or Breaches thereupon of Covenant as they might do in case such Covenants were expressly inserted in such Conveyances.

CI. And be it further enacted, That unless the said Company shall within the Space of Two Years, to be computed from the passing of this Act, agree for, or cause to be valued and paid for, as herein mentioned, the Lands which they are by this Act empowered to take or use, or so much thereof as shall be by them deemed necessary and proper for the Purposes of making the said Railway and other Works hereby authorized, (save and except the aforesaid Sixty Acres of Land which the said Company are by this Act authorized to purchase in addition to the Lands hereby authorized to be taken or used for making the said Railway and other Works,) then and from thenceforth the Powers which are hereby granted to them for compulsorily requiring, taking, or using such Land shall cease and be utterly void (save and except with the Consent in Writing of the Owners and Occupiers thereof respectively).

If Land not contracted for within Two Years, the Power to take Land on Compulsion to cease.

CII. And be it further enacted, That in case the said Railway and Works shall not have been made and completed (unless prevented by inevitable Accident) within the Space of Seven Years, to be computed from the passing of this Act, then from and after the Expiration of the said Term of Seven Years all the Powers, Authorities, and Privileges given by this Act shall thenceforth cease and determine, save only and except as to so much (if any) of the said Railway and Works as shall be declared and certified to have been completed within the said Term by the Justices of the Peace of the West Riding of the County of *York*, or of the said Counties of *Chester*, *Derby*, and *Lancaster*, or any One of them, assembled at any General or Quarter Sessions of the Peace to be holden in and for the said Riding or Counties, or any of them, at any Time before the Expiration of the said Term of Seven Years, or within Six Calendar Months next after the Expiration thereof, upon the Oath or Affirmation of Two or more Witnesses to be produced before them for the Purpose.

If Railway not completed within Seven Years, the Powers to cease, except as to such Parts as shall have been completed.

CIII. And be it further enacted, That if the said Railway or any Part thereof shall at any Time hereafter be abandoned or given up by the said Company, or after the same shall have been completed shall for the Space of Three Years cease to be used and employed as a Railway or otherwise as authorized by this Act, then and in such Case the Lands so authorized to be and so purchased or taken by the said Company for the Purposes of this Act, or otherwise the Parts thereof over which the said Railway or any Part of such Railway which shall be so abandoned or given up by the said Company shall pass, shall revert to and vest in the Owners for the Time being of the Land adjoining that which shall be so abandoned or given up, in manner following, (that is to say,) One Moiety thereof in the Owners of

If Railway is abandoned, the Land to go to the adjoining Owners equally.

of the Land on the one Side, and the Remainder thereof in the Owners of the Land on the other Side thereof.

Parties to deliver a Statement of their Estates and Claims within Thirty Days after Notice.

CIV. And be it further enacted, That on or before the Expiration of Thirty Days next after Notice in Writing from the said Company, or their Agent duly authorized, of their Intention to take or use any Lands or any Part thereof for the Purposes of this Act (not including the Mines or Minerals lying within or under the same or within Twenty Yards thereof), shall have been given to any Person or Corporation seised, possessed of, or interested in or authorized by this Act to accept and receive Satisfaction and Compensation for the Value of the same, or any Estate, Share, or Interest therein or Charge thereon, or for any Injury or Damage sustained on account of the Execution of this Act, such Person or Corporation shall deliver or cause to be delivered at the Office of the said Company a Statement in Writing of the Particulars of the Estate, Share, Interest, or Charge which he or they claim to be entitled to or to be authorized to receive Satisfaction and Compensation for, and of the Injury or Damage sustained by him or them, and of the Amount of the Sum of Money which he or they may expect and be willing to receive in satisfaction and compensation for the Value of such Estate, Share, Interest, or Charge, and for such Injury or Damage respectively.

Satisfaction to be made for Lands taken for the Railway.

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

The whole of the Expence to be sub-

CVI. And whereas the probable Expence of making the said Railway and other Works hereby authorized will amount to the Sum of
Seven

Seven hundred thousand Pounds, more than Five Sixth Parts whereof have been already subscribed for by several Persons under a Contract binding themselves, their Heirs, Executors, Administrators, and Assigns, for the Payment of the several Sums by them respectively subscribed for; be it therefore enacted, That the whole of the said Sum of Seven hundred thousand Pounds shall be subscribed for in like Manner before any of the Powers given by this Act in relation to the compulsory taking of Land for the Purposes of the said Railway shall be put in force.

scribed before the Powers of the Act are put in force.

CVII. Provided always, and be it further enacted, That a Certificate under the Hand and Seal of any Justice of the Peace for the West Riding of the County of *York*, or for either of the respective Counties of *Derby*, *Chester*, and *Lancaster*, that the whole of the said Sum of Seven hundred thousand Pounds hath been subscribed as aforesaid, and which Certificate such Justice is hereby authorized and required to grant on Application made to him by the said Company, and on Production of the Subscription Deed or Deeds of or relating to the said Company, and on due Proof of the Execution thereof, shall for all Purposes whatsoever be conclusive Evidence that the whole of the said Sum of Seven hundred thousand Pounds has been subscribed.

A Certificate under the Hand of a Justice of the Peace, to be Proof that the whole of the Money has been subscribed.

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

Proprietors to raise Money amongst themselves for the Undertaking not exceeding 700,000*l.* in Shares of 100*l.* each.

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

Shares to be Personal Estate.

[*Local.*]

7 D

CX. And

Names of Proprietors to be entered in a Book, and Certificates to be granted.

CX. And be it further enacted, That the said Company shall and they are hereby required from Time to Time, as Occasion may require, to cause the Names of the several Corporations and the Names and Additions of the several Persons who shall then be or who shall from Time to Time thereafter become entitled to Shares in the Capital Stock of the said Company, with the Number of Shares they are respectively entitled to, and the Amount of the Subscriptions paid thereon, and also the proper Number by which every Share shall be distinguished as aforesaid, to be fairly and distinctly entered in a Book to be kept by the Clerk of the said Company, and after such Entry made to cause their Common Seal to be affixed thereto; and the said Company shall from Time to Time cause a Certificate or Ticket, with their Common Seal affixed thereto, to be delivered to every such Proprietor, on Demand, specifying the Share or Shares to which such Proprietor is entitled, such Proprietor paying to the Clerk of the said Company the Sum of Two Shillings and Sixpence, and no more, for every such Certificate or Ticket; and such Certificate or Ticket shall be admitted in all Courts whatsoever as *prima facie* Evidence of the Title of such respective Proprietors, their Successors, Executors, Administrators, or Assigns, to the Share or Shares therein specified; and such Certificate or Ticket may be in the Words or to the Effect following; that is to say,

Form of Certificate:

‘ *Sheffield, Ashton-under-Lyne, and Manchester Railway Company.*

‘ Number

‘ THESE are to certify, That *A.B.* of [or the
 ‘ *Name of the Corporation*] is the Proprietor of the Share [or
 ‘ Shares], Number of the *Sheffield, Ashton-under-
 ‘ Lyne, and Manchester Railway Company*, subject to the Rules,
 ‘ Regulations, and Orders of the said Company. Given under the
 ‘ Common Seal of the said Company the Day of
 ‘ in the Year of our Lord

For granting new Certificates when the old ones are destroyed or worn out.

CXI. And be it further enacted, That if any such Certificate or Ticket as aforesaid shall be worn out or damaged, or in case any Person who may become entitled to any Share in the Capital Stock of the said Company shall require a new Certificate in his own Name, then upon the worn-out, damaged, or former Certificates or Tickets being produced at some Meeting of the Directors of the said Company, such Certificate or Ticket may be cancelled and destroyed, and another similar Certificate or Ticket may be given to the Party in whom the Property of such Certificate or Ticket or of the Shares therein mentioned shall be at the Time vested; or in case such Certificate or Ticket shall be burnt or totally destroyed or lost, then upon satisfactory Proof thereof a new Certificate or Ticket shall be given to the Party who was the Proprietor thereof or entitled to the Certificate or Ticket so burnt or destroyed or lost; and a due Entry of the Substitute or Duplicate of each such Certificate or Ticket shall be made by the Clerk of the said Company in manner herein directed, the said Clerk receiving for every such Certificate or Ticket which shall be so given or exchanged the Sum of Two Shillings and Sixpence, and no more.

CXII. And

CXII. And whereas by the Death or by other Events happening to Proprietors, or by Marriage of Female Proprietors of Shares in the said Undertaking, it may be difficult to ascertain to whom such Shares or the Dividends arising or becoming due upon such Shares may belong or ought to be paid; be it therefore enacted, That in all Cases when the Right of Property in any Share in the said Undertaking shall pass from any Proprietor thereof to any other Person or Corporation by any other legal Means than by a Transfer or Conveyance thereof duly made and executed as herein-after directed, a Declaration in Writing shall be made by some credible Person before some Master or Master Extraordinary in the High Court of Chancery, or One of His Majesty's Justices of the Peace acting within his Jurisdiction, stating the Manner in which such Share hath been passed to such other Person or Corporation, and such Declaration shall be transmitted to the Clerk of the said Company, who shall thereupon enter and register the Name of every such new Proprietor in the Register Book or List of Proprietors of the said Company, and for which Entry he shall be entitled to receive the Sum of Two Shillings and Sixpence, and no more; and the said Company shall not be bound to see to the Execution of any Trust, whether express or constructive, to which any such Share shall be subject or liable; and before such Declaration shall have been transmitted, and such Entry made as aforesaid, no Person or Corporation to whom any such Share shall have passed as aforesaid shall be entitled to receive any Part of the Profits of the said Undertaking, or to vote or exercise any of the Privileges of a Proprietor in respect of such Share: Provided always, that before any Person who shall claim any Part of the Profits of the said Undertaking in right of Marriage with any Female Proprietor shall be entitled to receive the same, or be entitled to vote in respect of any Share, a Declaration in Writing, containing a Copy of the Register of such Marriage or other Particulars of the Celebration thereof, and identifying the Wife as the Proprietor of the Share in respect whereof any such Claim may be made, shall be made by some credible Person before some Master or Master Extraordinary in the High Court of Chancery, or One of His Majesty's Justices of the Peace, and shall be transmitted to the Clerk of the said Company, who shall file the same, and make an Entry thereof in the Book which shall be kept for the Entry of Transfers or Sales of Shares in the said Undertaking; and before any Person or Corporation who shall claim any of the Profits of the said Undertaking by virtue of any Bequest or Will, or in the Course of Administration, shall be entitled to receive the same, or be entitled to vote in respect of any Share, the said Will, or the Probate Copy thereof, or the Letters of Administration, shall be produced and shown to the Clerk of the said Company.

For ascertaining Proprietorship of Shares in case of Deaths, &c. in order to the Payment of Dividends in respect of such Shares.

CXIII. And be it further enacted, That the several Persons who have subscribed or who shall hereafter subscribe or agree to advance or pay any Money for or towards the said Undertaking shall and they are hereby required to pay the respective Sums of Money by them respectively subscribed or agreed to be paid, or such Parts or Proportions thereof as shall from Time to Time be called for by the Directors of the said Company under and by virtue of the Powers of

To compel Payment of Subscriptions.

of this Act, at such Times and Places and to such Persons as shall from Time to Time be directed by the said Directors; and in case any Party shall refuse or neglect to pay as aforesaid the Money by him so subscribed for, or the Part thereof so called for, at the Time or respective Times and in the Manner required for that Purpose, it shall be lawful for the said Company to sue for and recover the same, with full Costs of Suit, in any Court of Law or Equity, together with Interest on every such unpaid Sum of Money at the Rate of Five Pounds *per Centum per Annum* from the Time when the same was directed to be paid as aforesaid up to the Day of the actual Payment thereof.

Power to pay
Subscriptions
in advance.

CXIV. And be it further enacted, That it shall be lawful for the several Proprietors for the Time being of the said Undertaking, and they are hereby empowered, whether before or after any Call shall have been paid in respect of any Shares held by them respectively, to pay in advance, in case the Directors shall think proper to accept the same, which they are hereby authorized to do, to such Person as the said Directors shall appoint, the respective Sums of Money by them respectively subscribed for, or such Part or Proportion thereof as shall be wanting (over and above the Amount, if any, actually paid in respect of such Shares) to make up the full Sum of One hundred Pounds in respect of each such Share, and the said Company shall and they are hereby required to pay Interest at such Rate, not exceeding Five Pounds for every One hundred Pounds by the Year, upon the Principal Monies which shall have been so paid in advance, or for so much thereof as shall from Time to Time exceed the Amount of the Calls which shall have been made upon the Shares in respect of which such Money shall have been paid in advance as aforesaid, as the Subscriber paying such Sum in advance and the Directors for the Time being of the said Company shall agree upon.

Power for
Directors to
make Calls,
not to exceed
10%. each,
nor at In-
tervals less
than Three
Months.

CXV. And be it further enacted, That the Directors of the said Company shall have Power from Time to Time to make such Calls of Money from the Proprietors of Shares in the Capital Stock of the said Company who shall not have already paid the full Amount due or payable in respect of their respective Shares, to defray the Expence of the said Railway and carry on the same, as they from Time to Time shall find necessary, so that no such Call shall at any one Time exceed the Sum of Ten Pounds upon each Share which any Person or Corporation shall be possessed of or entitled unto in the said Undertaking, and that there shall be an Interval of Three Calendar Months at the least between each successive Call, and Twenty-one Days Notice at the least shall be given of every such Call by Advertisement in One or more Newspaper or Newspapers published or circulated in each of the Counties of *York, Derby, Chester, and Lancaster*; and the several Proprietors of Shares in the Capital Stock of the Company shall and they are hereby required to pay the Sum or Sums of Money subscribed for or payable in respect or on account of their several and respective Shares, or so much thereof as shall not have been previously paid up by such Calls or Instalments, to such Person, at such Time, at such Place, and in such Manner as the Directors of the said Company shall from Time to Time direct

Proprietors
of Shares
required to
pay Calls;

or appoint, for the Use of the said Undertaking; and if any Proprietor of any such Share shall not from Time to Time pay the rateable Proportion or Call or Instalment due in respect of each such Share to the Person and at the Time and Place and in the Manner to be appointed for Payment thereof as herein-before mentioned, then and in such Case and so often as the same shall happen such Proprietor shall pay Interest for the Amount which shall be so unpaid after the Rate of Five Pounds *per Centum per Annum* from the Day appointed for the Payment thereof up to the Time when the same shall be actually paid: Provided that no Proprietor of any Share in the Capital Stock of the said Company shall, under the Authority of this Act, be called upon or be liable to pay any greater Sum of Money than with the Principal Money already paid on account of the Subscription for such Shares will amount to the Sum of One hundred Pounds in respect of each such Share, over and besides any Interest paid or payable by reason of Default in Payment of Calls as aforesaid.

and in case of Nonpayment, to pay Interest at the Rate of 5l. per Centum per Annum.

No Proprietor to be called upon to pay more than 100l. in respect of each Share.

CXVI. Provided always, and be it further enacted, That in case any Proprietor of a Share or Shares in the Capital Stock of the said Company shall neglect or refuse to pay the rateable Proportion or Call or Instalment due in respect of each Share taken or held by him to the Person, at the Time and Place, and in the Manner to be appointed for the Payment thereof as aforesaid, together with Interest (if any) which shall accrue for the same, for the Space of Two Calendar Months after the Day appointed for the Payment thereof, then it shall be lawful for the said Company to sue for and recover the same, together with Interest, at the Rate aforesaid, up to the Time of actual Payment thereof, in any of His Majesty's Courts of Record, by Action of Debt or on the Case, or by Bill, Suit, or Information; or the said Directors may and they are hereby authorized to declare the Shares belonging to any Person or Corporation so refusing or neglecting to pay in manner last aforesaid to be forfeited and to be sold, subject to the Provisions of this Act: Provided nevertheless, that no Advantage shall be taken of any Forfeiture of any Share in the said Undertaking until Notice in Writing under the Hands of Two Directors, or under the Hand of the Clerk or Secretary of the said Company, of such Share having been declared by the Directors forfeited, shall have been given or sent by the Post unto or delivered to some Inmate of the last known usual Place of Abode of the Owner of such Share, nor until the Declaration of Forfeiture of the said Directors shall have been confirmed either at a General or Special General Meeting of the said Company, such General or Special General Meeting of the said Company being held after the Expiration of Three Calendar Months at the least from the Day on which such Notice of Forfeiture shall have been given as aforesaid; and after such Declaration of Forfeiture shall have been confirmed by such General or Special General Meeting, the said Company, by an Order to be made at the same or at any subsequent General or Special General Meeting, shall have Power to direct the said Directors to dispose of the Shares so forfeited, or any of them, in manner by this Act directed; and the said Directors may and they are hereby authorized and empowered to sell and dispose of such forfeited Shares, either by

In default of Payment of Call for Two Months the Directors empowered to recover same;

or to declare the Shares forfeited and to sell them.

Proviso that no Forfeiture shall be acted upon until Notice thereof, and Confirmation by the Company.

Directors empowered to sell forfeited Shares.

[*Local.*]

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public

public Auction or by private Contract, and together or in Lots, or in such other Manner and for such Price as they may think fit; and a Declaration in Writing by some credible Person, not interested, before any Justice of the Peace, or before any Master or Master Extraordinary in the High Court of Chancery, stating that such Call had been made by the said Directors, and that such Notice had been given, and that such Default in Payment had been made in respect of the Share so sold, and that the same Share had been declared to be forfeited, and that such Declaration had been confirmed in manner herein-before mentioned, shall be sufficient Evidence of the Facts therein stated; and the Purchaser of such Share shall not be bound to see to the Application of his Purchase Money, nor shall his Title to such Share be affected by any Irregularity of proceeding in reference to such Sale, or any of the Proceedings preliminary or in relation thereto; but such Declaration, and the Receipt of the Treasurer of the said Company for the Price of such Share, shall be sufficient Evidence to Title thereto for all Purposes whatsoever.

If Purchase Money for forfeited Shares be more than sufficient to pay the Arrears of Calls, &c. Surplus to be paid to the Owners of such Shares. Directors not to sell more Shares than will be sufficient to pay Calls.

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

Proceedings in Actions for Calls.

CXVIII. And be it further enacted, That in any Action to be brought by the said Company against any Proprietor of any Share in the said Undertaking to recover any Money due and payable to such Company for or by reason of any Call made by virtue of this Act, it shall be sufficient for the said Company to declare and allege that the Defendant, being a Proprietor of a Share in the said Undertaking, is indebted to the said Company in a certain Sum of Money, being the same Sum or thereabouts as the Calls unpaid shall amount to, for so many Calls of such Sums of Money upon such Share or so many Shares belonging to the Defendant, whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth the special Matter; and on the Trial of such Action it shall only be necessary to prove that the Defendant at the Time of making such respective Calls was a Proprietor of a Share or Shares in the said Undertaking

dertaking as such Action is brought in respect of, or some one such Share, and that such Notice was given as is directed by this Act of such Calls having been made, without proving the Appointment of the Directors who made such respective Calls, or any other Matter or Thing whatsoever; and the said Company shall thereupon be entitled to recover what shall appear due (including Interest computed as aforesaid) on such Calls, unless it shall appear that any such Call exceed Ten Pounds for every Share, and was made within the Distance of Three Calendar Months from the last preceding Call; and in order to prove that the Defendant was a Proprietor of such alleged Shares, the Production of the Book in which the said Company is by this Act directed to enter and keep the Names and Additions of the several Proprietors of Shares in the said Undertaking, with the Number of Shares they are respectively entitled to hold, and of the several Persons and Corporations who shall from Time to Time become Proprietors thereof or be entitled to Shares therein, shall be *primâ facie* Evidence that such Defendant is a Proprietor, and of the Number and Amount of his Shares therein, provided that the Name of the Defendant in the Record substantially agrees with that in such Book; and in order to prove that such Notice was given as aforesaid the Production of such Newspapers as aforesaid containing such Advertisement as by this Act required shall be *primâ facie* Evidence that such Advertisements were duly inserted in such Newspapers, and that such Newspapers were printed and published respectively at the respective Times they bear Date, and by such Printer or Printer and Publisher, and at such Places and by such Persons respectively as they purport to be printed or printed and published by and at respectively.

CXIX. And whereas in Cases in which Proprietors of Shares in the said Undertaking shall die, or being Females marry, or become insolvent or bankrupt, or go out of the Kingdom, or shall transfer their Right and Interest therein to other Persons, and no Register shall have been made of the Transfer thereof with the Clerk of the said Company, it may not be in the Power of the said Company to ascertain who are the Proprietors of such Shares in order to give to them, or to their respective Executors, Administrators, Husbands, Successors, or Assigns, Notice of Calls to be made on such Shares, or to maintain Actions, Suits, or other Proceedings against them, or against their respective Executors, Administrators, Husbands, Successors, or Assigns, for the Recovery of the same; be it therefore enacted, That in all Cases where the Right of Property in any Share in the said Undertaking shall pass from the original Proprietor thereof to any other Person or Corporation by any other legal Means than by a Transfer or Conveyance thereof duly made and executed as herein provided, and such Declaration as is herein-before in that Behalf directed shall have been transmitted to the Clerk of the said Company, then and in any of the Cases aforesaid, after Twenty-one Days Notice in Writing shall have been given under the Hands of Two Directors, or by the Clerk or Secretary of the said Company, to the Person or Corporation stated or claiming in such Declaration to be then the Proprietor of such Share, or delivered to some Inmate of the last or usual known Place of Abode of such Person, or of the Clerk or other principal

For ascertaining the Proprietorship of Shares in order to the making of Calls.

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

Directing
how Subscri-
bers shall
vote.

CXX. And be it further enacted, That at all General and Special General Meetings held by virtue of this Act every Person and Corporation being Proprietor of a Share or Shares not exceeding Twenty in the Capital Stock of the said Company, and whose Name shall have been entered in the Books of the said Company as herein-after provided, and his respective Successors, Executors, Administrators, and Assigns, shall have a Vote for each such Share; and every such Proprietor of more than Twenty Shares, his respective Successors, Executors, Administrators, and Assigns, shall, over and above the Twenty Votes which he shall respectively be entitled to for and in respect of the first Twenty Shares, have One additional Vote for every Five Shares beyond the Number of Twenty Shares; and such Vote or Votes may be given by such respective Parties, or in their Absence by their respective Proxies constituted under the Seal of such Corporation or under the Hands of the other Proprietors appointing such Proxies, each of such Proxies being a Proprietor of One or more Share or Shares, and every such Vote by Proxy shall be

be as good and sufficient to all Intents and Purposes as if the Principal had voted in person; and every Question, Matter, and Thing which shall be proposed in any General or Special General Meeting of the said Company shall be determined by the Majority of Votes of Persons present and of Proxies; and at every such Meeting the Chairman thereof shall and may not only vote as a Principal and also as a Proxy, but in case of an Equality of Votes shall and may also have the deciding or casting Vote; and the Determination of every such Meeting upon any Question, Matter, or Thing shall be and be deemed and taken to be the Decision of the said Company, notwithstanding any Irregularity which may have occurred in the giving or taking any Votes at such Meeting; and the Appointment of every such Proxy may be made out in the Form following, or as near thereto as the Quality, Nature, and Number of the Appointer or Appointers of the Proxy thereby constituted and other Circumstances of the Case will admit; (that is to say,)

‘ A.B. of one of the Proprietors of the *Sheffield, Ashton-under-Lyne, and Manchester* Railway Company, doth hereby appoint C.D. of to be the Proxy of the said A.B., to vote or give his Assent to or Dissent from any Business, Matter, or Thing relating to the said Company and its said Undertaking which shall be proposed at any General or Special General Meeting of the said Company when the said A.B. shall not be present, in such Manner as he the said C.D. shall think proper. In witness whereof the said A.B. hath hereunto set his Hand [*or Common Seal*] the Day of in the Year of our Lord .

Form of Proxy.

CXXI. Provided always, and be it further enacted, That no Person shall be entitled to vote as the Proxy of any Person or Corporation as aforesaid unless the Instrument appointing such Proxy shall have been transmitted to the Clerk or Secretary of the said Company Five clear Days at least before the holding of the Meeting at which such Proxy is intended to be used.

Proxies to be transmitted to the Clerk or Secretary.

CXXII. And be it further enacted, That when several Persons shall be joint Proprietors of any such Share the Person whose Name shall stand first in the Books of the said Company as Proprietor of such Share shall, for the Purpose of voting at any General or Special General Meeting of the said Company, be deemed the Proprietor of such Share, and as between several Proprietors all such Proprietors shall be entitled to give their Votes in respect thereof by the Person whose Name shall so stand first in the Books of the said Company as Proprietor of such Share, and whose Vote either in Person or by Proxy shall on all Occasions be received as the Vote for or in respect of the whole Property in such Share, without Proof of the Concurrence of the other Proprietor or Proprietors of such Share; and all Notices by this Act directed to be given to the Proprietors of such Shares shall and may for and in respect of any such Share so jointly held be given to the Person whose Name shall so stand first in the Books of the said Company, or be left with some Inmate of the last or usual Place of Abode of such Person, or be inserted in the *London Gazette* or in any One or more Newspaper or Newspapers published in each

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

[Local.] 7 F of

of the Counties of *York, Derby, Chester, and Lancaster*, and such Notice shall be deemed sufficient Notice to such Person whose Name shall so stand first as aforesaid, and to all other the Proprietors of such Share, for all the Purposes for which such Notice is intended to be given.

Lunatics and
Minors to
vote by Com-
mittees and
Guardians.

CXXIII. And be it further enacted, That in case any Proprietor entitled to vote at any such Meeting as aforesaid shall be *non compos mentis* or a Minor, such Proprietor as shall be *non compos mentis* shall or may vote at such Meeting by his Committee or any One thereof, and such respective Committees or any of them may vote in respect of the Interest of such last-mentioned Proprietor either in Person or by Proxy; and such Minor shall and may vote by his Guardian or by any of his Guardians, and such respective Guardians or any of them may vote in respect of the Interest of such Minor either in Person or by Proxy: Provided always, that every such Committee or Guardian may also vote in right of his own Share (if any) as well as in the Character of Committee of any Lunatic or Proprietor being *non compos mentis*, or of Guardian of any Minor, on the same Occasion; and that where there are more in Number acting as Committees or Guardians than One, no Proof of the Concurrence of the other or others of them shall be requisite.

Proprietors
in arrear not
to vote.

CXXIV. And be it further enacted, That no Proprietor of any Share on which any Call shall have been made shall after the Day appointed for the Payment of the same be allowed to vote either personally or by Proxy at any Meeting of the Proprietors of the said Company, or to act or vote as a Director at any Meeting of the said Directors, until the Money called for in respect of such Share shall have been fully paid.

Shares may
be sold.

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

Form of Con-
veyance of
Shares.

‘ *Sheffield, Ashton-under-Lyne, and Manchester Railway.*
‘ I *A. B.* of _____ in consideration of the Sum of _____
‘ paid to me by *C. D.* of _____ do hereby assign and
‘ transfer to the said *C. D.* _____ Share numbered _____
‘ of and in the Undertaking called “*The Sheffield, Ashton-under-Lyne,*
‘ *and Manchester Railway,*” to hold unto the said *C. D.*, his Executors,
‘ Administrators, and Assigns, [*or Successors and Assigns,*] subject
‘ to the several Conditions on which I held the same immediately
‘ before the Execution hereof; and I the said *C. D.* do hereby agree
‘ to accept and take the said Share, subject to the Conditions afore-
‘ said. As witness our Hands and Seals this _____ Day of _____
‘ in the Year of our Lord _____ .’

And

And in every such Sale the Deed or Conveyance (being executed by the Seller and Purchaser of such Share or Shares) shall be kept by the Clerk of the said Company, who, on Production of the Certificate or Certificates of the Shares sold, shall enter in some Book to be kept for that Purpose a Memorial of such Transfer and Sale, and indorse the Entry of such Memorial on the said Deed of Sale or Transfer, for which Entry and Indorsement the Sum of Two Shillings and Sixpence, and no more, shall be paid to the said Clerk; and the said Clerk is hereby required to make such Entry or Memorial accordingly, and on Demand to make an Indorsement of such Transfer on the Certificate of each Share so sold, and to deliver the same to the Purchaser for his Security, for which Indorsement no more than Two Shillings and Sixpence shall be paid, and such Indorsement, being signed by the said Clerk, shall be considered in every respect the same as a new Certificate; and until such Memorial shall have been made and entered as before directed the Seller thereof shall remain and be held liable for all future Calls, and such Purchaser shall have no Part or Share of the Profits of the said Undertaking, nor any Interest in respect of such Share paid to him, nor any Vote in respect thereof as a Proprietor of the said Undertaking, but after such Memorial shall have been made and entered as before directed the Seller of every such Share shall thenceforth be released from all Liability in respect of the Share thereby transferred, any thing in this Act contained to the contrary notwithstanding.

CXXVI. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized to close the Books kept for entering Memorials of Transfers of Shares for a Period not exceeding Ten Days before each of the Half-yearly General Meetings of the said Company, and to fix a Day for that Purpose, during which Time the said Company shall not be bound to take notice of any Transfer which shall not have been registered previously to the Day fixed for closing the Books, but all such Transfers shall, as between the Parties claiming under the same and the said Company, but not otherwise, be considered as made subsequently to such Half-yearly General Meeting: Provided always, that Seven Days Notice at least of the Day on which the Transfer Books shall be closed shall be given in One or more Newspaper or Newspapers published in each of the Counties of *York, Derby, Chester, and Lancaster.*

Power to close Transfer Books at certain Periods.

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

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

CXXVIII. And be it further enacted, That the Receipt of the Person or of any one of the Persons in whose Name or Names any Share in the said Undertaking shall stand in the Books of the said Company shall from Time to Time be a sufficient Discharge to the said Company, or to the Directors or Treasurer for the Time being of the said Company, for any Dividend or other Sum of Money which shall

Receipt of One Proprietor to be a sufficient Discharge.

shall become payable and be paid for or in respect of such Share, notwithstanding any Uses or Trusts upon or to which such Share shall be then settled, conveyed, or assigned, whether or not the said Company have Notice of such Uses or Trusts; and the said Company shall not be bound to see to the Application of the Money mentioned in such Receipt.

Receipt of Parent or Guardian of a Minor a sufficient Discharge.

CXXIX. And be it further enacted, That in all Cases where Money shall be payable under the Provisions of this Act to any Proprietor who shall be a Minor or *non compos mentis*, the Receipt of the Guardian or One of the Guardians (if any), or, if not, of the Parent of such Minor, or of the Committee or of any One of the Committee of such *non compos mentis* Proprietor, shall be a sufficient Discharge to the said Company or their Treasurer for the same.

Power to raise an additional Sum by Mortgage.

CXXX. And be it further enacted, That in case the Money by this Act authorized to be raised by Subscription as herein-before mentioned shall be found insufficient for the making, completing, and maintaining of the said Railway and other Works by this Act authorized to be made, and for defraying all necessary Charges and Expences relating thereto or for the Purposes of this Act, and the said Company shall be desirous of raising a further and additional Sum of Money, it shall be lawful for the said Company, at any Time after One Half Part of the said Capital of Seven hundred thousand Pounds herein-before authorized to be raised shall have been paid up, from Time to Time, by an Order of any General or Special General Meeting thereof, to borrow and take up at Interest any such further or additional Sum, not exceeding in the whole the Sum of Two hundred and thirty-three thousand Pounds, on the Credit of the said Undertaking, as to them shall seem meet and convenient; and the said Company or the Directors thereof, after an Order shall have been made for that Purpose at any General or Special General Meeting of the said Company, are hereby authorized and empowered to mortgage and assign the Property of the said Undertaking, and the Rates, Tolls, and other Sums arising or to arise by virtue of this Act, or any Part thereof, (the Costs and Charges of assigning the same to be paid out of such Rates, Tolls, or Sums,) as a Security for any further Sum of Money to be borrowed as aforesaid, with Interest, to such Person as shall advance the same; but a Copy of the Order of any such General or Special General Meeting of the said Company authorizing the borrowing any such Sum or Sums of Money (certified by the Clerk or Secretary of the said Company to be a true Copy) shall be sufficient Evidence of the Money authorized to be raised by Subscription being insufficient for the Purposes of this Act, and for the due making the Order for raising such additional Sum as herein-before recited; all which said Mortgages or Assignments shall be made, under the Common Seal of the said Company, in the Words or to the Effect following, or with such Variations as the Circumstances of the Loan may render necessary; (that is to say,)

Form of Mortgage.

‘ *Sheffield, Ashton-under-Lyne, and Manchester Railway.*

‘ Number

‘ BY virtue of an Act passed in the Year of the Reign
‘ of King *William* the Fourth, intituled [*here set forth the Title*
of

‘ of this Act], we the Company of Proprietors of the *Sheffield,*
 ‘ *Ashton-under-Lyne,* and *Manchester* Railway, incorporated by and
 ‘ under the said Act, in consideration of the Sum of
 ‘ to us in hand paid by _____ of
 ‘ do assign unto the said _____ his [or her]
 ‘ Executors, Administrators, and Assigns, the said Undertaking, and
 ‘ all and singular the Rates, Tolls, and Sums of Money arising by
 ‘ virtue of the said Act, and all the Estate, Right, Title, and Interest
 ‘ of the said Company in and to the same, to hold unto the said
 ‘ _____ his [or her] Executors, Administrators,
 ‘ and Assigns, until the said Sum of _____ together
 ‘ with Interest for the same after the Rate of _____ for
 ‘ every One hundred Pounds for a Year, shall be fully paid and
 ‘ satisfied. Given under our Common Seal this _____ Day of
 ‘ _____ in the Year of our Lord _____’

And the respective Parties to whom such Mortgages or Assignments shall be made shall be equally entitled one with the other to their respective Proportions of the said Rates, Tolls, Sums, and Premises, according to the respective Sums in such Mortgages or Assignments mentioned to be advanced, without any Preference by reason of the Priority of Date of any such Order or Meeting, or of such Mortgage or Assignment, or on any other account whatsoever; and an Entry or Memorial of every such Mortgage or Assignment, containing the Number and Date thereof, and the Name of the Person, with his proper Addition, to whom the same shall have been made, and the Sum borrowed, together with the Rate of Interest to be paid thereon, shall, within Twenty-one Days next after the Date thereof, be entered in a Book to be kept by the Clerk or Secretary of the said Company, which said Book may be perused at all reasonable Times by any of the Proprietors or Mortgagees of the said Undertaking, without Fee or Reward; and every Person to whom any such Mortgage or Assignment shall have been made as aforesaid, or who shall be entitled to the Money due thereon, may from Time to Time, by Writing duly stamped, in which the Consideration for the same shall be duly stated, transfer his Right or Interest therein to any other Person whomsoever; and such Writing may be in the Words or to the Effect following; (that is to say,)

Mortgagees not entitled to Preference by reason of Priority of Mortgage.

Mortgagees empowered to transfer Mortgages.

‘ *Sheffield, Ashton-under-Lyne,* and *Manchester* Railway Company.
 ‘ I *A.B.* of _____ in consideration of the Sum of
 ‘ paid by *C. D.* of _____, do hereby transfer to the
 ‘ said *C. D.* a certain Mortgage (Number _____) made by the
 ‘ Company of Proprietors of the *Sheffield, Ashton-under-Lyne,* and
 ‘ *Manchester* Railway to _____, bearing Date the
 ‘ Day of _____ for securing the Sum of
 ‘ and Interest, and all my Right and Property therein, to the said
 ‘ _____, his Executors, Administrators, and Assigns.
 ‘ Dated the _____ Day of _____ in the Year of
 ‘ our Lord _____’

Form of Transfer of Mortgage.

And every such Transfer shall, within Twenty Days after the Date thereof, if executed in *England*, or otherwise within Twenty-eight Days after the Arrival thereof in *England*, if executed elsewhere,
 [Local.] _____ 7 G _____ be

be produced to the Clerk or Secretary of the said Company, who shall cause an Entry or Memorial thereof to be made in the same Manner as of the original Mortgage or Assignment, for which the said Company shall be paid such Sum as the said Company shall appoint, not exceeding Two Shillings and Sixpence; and after such Entry made every Transfer shall entitle such Assignee, his Executors, Administrators, or Assigns, to the full Benefit thereof and Payment thereon; and it shall not be in the Power of any Person who shall have made such Transfer to make void, release, or discharge the same, or any Sum of Money due thereon or thereby secured, or any Part thereof.

Securities not to be assigned except by an Instrument in Writing duly stamped.

CXXXI. Provided always, and be it further enacted, That no Mortgage or other Security made or issued or to be made or issued by the said Company under the Authority of this Act shall be assigned or transferred, except by Deed or Instrument in Writing duly stamped according to the Laws in force, in which Deed or Instrument the Consideration for the Assignment or Transfer shall be truly specified and set forth.

Power to increase the Capital Stock by raising the Amount by Shares.

CXXXII. And be it further enacted, That in case the said Company, at any General or Special General Meeting to be called as in this Act is directed, instead of borrowing such further or additional Sum as aforesaid by way of Mortgage, or continuing the same on Mortgage, shall think it advisable to raise such further or additional Sum, or any Part thereof, by way of Augmentation of their Capital Stock, or shall deem it expedient to borrow or continue at Interest only a Part of the said further or additional Sum by way of Mortgage, and to raise the Remainder thereof, or Part of the Remainder thereof, by way of Augmentation of their Capital Stock, then and in either of the said Cases it shall be lawful for the said Company, by the issuing of new Shares, to augment the Capital Stock of the said Company by any further Sum of Money, so as the same, together with any Sum of Money that may be borrowed and continuing at Interest by way of Mortgage as aforesaid, shall not exceed such further and additional Sum of Two hundred and thirty-three thousand Pounds hereby authorized to be raised as aforesaid; and all such further and additional Capital Stock, not exceeding such additional or further Sum as aforesaid, as shall be so raised, shall be considered as Part of the general Capital Stock of the said Company, and be under and subject to the same Provisions, Regulations, Directions, and Management in all respects and to all Intents and Purposes as if the same had been Part of the original Capital Stock of the said Company, except as to the Times of making Calls for the said additional Capital Stock, and the Amount of such Calls, which Times and the Amount of such Calls respectively shall from Time to Time be appointed by the said Company: Provided always, that all the Regulations, Provisions, and Authorities herein contained in relation to the Calls for the Capital Stock of the said Company, and to the Recovery thereof or of any Arrears thereof, and to the Forfeiture of any Sums advanced by reason of any Neglect or Refusal to comply with such Calls, shall be applicable to the Calls for the said further and additional Sum hereby authorized to be raised or subscribed as aforesaid, or such Part thereof as shall be required to

be raised by way of additional Capital Stock as aforesaid, and to the Refusal or Neglect to comply with such last-mentioned Calls.

CXXXIII. Provided also, and be it further enacted, That the Holders of original Shares in the Capital Stock of the said Company shall have the first Option of taking such new or additional Shares, and that the same or so many of them as shall be required shall be appropriated to such of the Holders of original Shares in the Capital Stock of the said Company as shall, within Six Weeks after Notice of the Creation of such new or additional Shares shall have been given in One or more Newspaper or Newspapers published in each of the Counties of *York, Derby, Chester, and Lancaster*, give Notice in Writing of their Intention to become the Purchasers of new or additional Shares; and each such original Shareholder shall have and receive any Number of new or additional Shares that he may by his said Notice require, provided the Number of new or additional Shares be sufficient to satisfy and meet the Claims of the original Shareholders; but if not, then such new or additional Shares shall be distributed rateably among the Shareholders who shall give such Notice as last aforesaid according to the Number of original Shares held by them respectively, but so that no original Shareholders shall be compellable to take more new or additional Shares than he shall require or demand; and in case any original Shareholders in the said Undertaking, who shall give such Notice as last aforesaid, shall respectively hold fewer Shares than will under such rateable Distribution entitle them respectively to a new or additional Share, or shall have a fractional Number left after completing the Number that will entitle him to One or more new or additional Share or Shares, it shall be lawful for the said Company of Proprietors, and they are hereby authorized and required, to appropriate One or more of such new or additional Shares unto any Two or more of such original Shareholders as last aforesaid who shall among themselves hold a sufficient Number of original Shares to entitle them, under such rateable Distribution as aforesaid, to such One or more new or additional Share or Shares, as the Case may be, and such Shares so appropriated by the said Company shall be held by the said Proprietors to whom they shall be so appropriated as Tenants in Common, and the same shall be entered by the Clerk or Secretary of the said Company in the joint Names of the Proprietors thereof in the Books of the said Company, and the Proprietors so thereby holding any Share in Common shall agree among themselves whose Name shall stand first in the Books of the said Company; and in case of Disagreement the said Clerk or Secretary shall and he is hereby required to place that Proprietor's Name first who shall be entitled to the greatest Proportion of the respective new or additional Share or Shares held in Common, and in case they shall be entitled to the same respectively in equal Proportions, then the said Clerk or Secretary shall enter that Proprietor's Name first who shall stand in alphabetical Order; and the said Shares so appropriated to Two or more Proprietors in Common shall be held by them subject to the Provisions and Directions of this Act with respect to Shares held by Two or more Persons in the said Undertaking; and in case any such new or additional Shares shall remain undisposed of to the original Shareholders, under the Provisions herein-before contained, it shall

Original Shareholders who shall give Notice shall have first Option of taking new Shares.

To be allotted rateably.

be

be lawful for the said Company, by any Order of any General or Special General Meeting of such Company, or for the Directors for the Time being of the said Company, to sell and dispose of the same to any Person or Persons whomsoever in such Manner and at such Price or Prices as they shall think proper and expedient.

Power to borrow Money of Exchequer Loan Bill Commissioners, and give Security. 1 & 2 W. 4. c. 24.

CXXXIV. And be it further enacted, That it shall be lawful for the said Company at any Time or from Time to Time, by Order of any General or Special General Meeting, to borrow of the Commissioners for carrying into execution an Act of Parliament passed in the First and Second Years of the Reign of His present Majesty, intituled *An Act to amend several Acts for authorizing the Issue of Exchequer Bills and the Advance of Money for carrying on Public Works and Fisheries, and Employment of the Poor; and to authorize a further Issue of Exchequer Bills for the Purposes of the said Acts*, any Sum or Sums of Money not exceeding in the whole the Sum of Money hereby authorized to be raised by Mortgage as aforesaid, and by Deed under the Common Seal and at the Costs of the said Company to assign and assure to the Secretary for the Time being of the Commissioners, and as they shall direct, free from all Incumbrances, the said Undertaking, and all the Works and Property of the said Company, and all Rates, Tolls, Profits, and Receipts accruing and thereafter to accrue to or for the Use of the said Company under or by virtue of the Authority of this Act or otherwise, for securing to the said Commissioners the Repayment of the Amount of the Exchequer Bills to be so borrowed as aforesaid.

Security to the said Commissioners to have Priority.

CXXXV. And be it further enacted, That every Security to be given to the said Commissioners as aforesaid shall not be affected by any Informality in any Meeting or Proceedings of the said Company or the said Directors, and shall have Priority over all other Mortgages, Charges, and Securities whatsoever to be created by the said Company under the Authority of this Act.

Interest of Money borrowed to be paid in preference to Dividends; and if in arrear to be recovered by Perception of the Tolls, &c.

CXXXVI. And be it further enacted, That the Interest of the Money which shall be raised by Mortgage or Assignment as aforesaid shall be paid Half-yearly to the Persons entitled thereto, and in preference to any Dividends payable by virtue of this Act to the Proprietors of the said Company or any of them; and in case such Interest, or any Part thereof, shall be behind and unpaid by the Space of Thirty Days next after the same shall have become due and payable as aforesaid, and the same shall not be paid within Seven Days next after such Thirty Days, and Demand in Writing shall have been made to the said Company, or left at the Office of the said Company, it shall be lawful for Two or more Justices of the Peace acting for the West Riding of the County of *York*, or for the Counties of *Derby*, *Chester*, and *Lancaster* respectively, not being interested in the Matter in question, and they are hereby respectively required, on Request to them made by or on behalf of any Mortgagee or Assignee of a Mortgagee whose Interest shall be so in arrear, by any Order under their Hands to appoint some Person to receive the Whole or such Part of the said Rates, Tolls, or Sums as are liable to pay such Interest

Interest so due and unpaid as aforesaid; and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Party to whom such Interest shall be then due, until the same, together with the Costs of recovering and receiving such Rates, Tolls, or Sums, shall be fully satisfied and paid; and after such Interest and Costs shall have been fully paid and satisfied the Power and Authority of the Receiver for the Purposes aforesaid shall cease and determine; or otherwise the Interest so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by an Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

CXXXVII. And be it further enacted, That when any Sum of Money shall be borrowed at Interest, pursuant to the Powers in that Behalf contained in this Act, it shall be lawful for the said Company, in case they shall in their Discretion think proper so to do, to fix a Period or Periods for the Repayment of the Principal Sum of Money so borrowed, with the Interest thereof; and in such Case the said Company shall cause to be inserted in such Mortgage or Assignment the Time or Times which shall be fixed or agreed upon for the Repayment of the Principal Money thereby to be secured; and such Sum of Money, with all Arrears of Interest thereon, shall accordingly be paid, at the Time or Times so to be fixed, to the Party who shall upon the Expiration of such Period or Periods be the Holder of and entitled to such Mortgage or Assignment, or his Nominee.

Directors empowered to stipulate Periods for Redemption of Money to be borrowed on Rates.

CXXXVIII. And be it further enacted, That where no Time shall be fixed for the Repayment of any Sum of Money borrowed under the Authority of this Act, the Party entitled to any such Mortgage or Assignment may and he is hereby authorized to demand Payment of the Principal Monies thereby secured, with all Arrears of Interest, at the Expiration or at any Time after the Expiration of Twelve Calendar Months from the Date of such Mortgage or Assignment, upon giving Six Calendar Months Notice in Writing to the Secretary or Clerk of the said Company for the Time being: Provided nevertheless, that the said Company may at all Times pay off and discharge all such Mortgages or Assignments in which no Time shall be fixed for the Payment thereof, or any Part of the Money thereby secured, on giving Six Calendar Months Notice in Writing, signed by their Clerk or Secretary, to the Party appearing by the Books of the said Company to be entitled thereto, or leaving such Notice at such Party's last known Place of Abode; and at the Expiration of the said Six Calendar Months all Interest shall cease to be paid on the said Principal Money, unless the said Company shall, on Demand, make default in Payment thereof in pursuance of such Notice: Provided always, that no Person to whom any such Mortgage or Assignment shall be made or transferred shall by reason thereof be deemed a Proprietor of any Share, or be capable of acting or voting as such at or taking any Part in the Proceedings of any Meeting of the said Company.

Holders of Mortgages for unlimited Periods may demand Payment after Twelve Months from the Date.

Directors may pay off such Mortgages on giving Six Months Notice.

Creditors not to vote.

CXXXIX. And be it further enacted, That in case of Nonpayment of any Principal Sum of Money which shall be secured by any such Mortgage or Assignment as aforesaid by virtue of this Act, or of
 [Local.] 7 H any

For securing Repayment of Principal Money borrowed.

any Part of such Principal Monies, at the Time or Times when the same ought to be paid, and in case the same shall not be paid within Six Calendar Months next after the same shall be so payable as aforesaid, and after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for Two or more Justices of the Peace acting for the West Riding of the County of *York*, or for any of the said Counties of *Derby*, *Chester*, and *Lancaster*, not being interested in the Matter in question, and they are hereby respectively required, on Request to them made by or on behalf of any One or more of the Parties entitled to any such Mortgages or Assignments as aforesaid, and to whom any Principal Sums of Money shall be then due thereon and unpaid amounting together to the Sum of Twenty thousand Pounds, by an Order under their Hands to appoint some Person to receive the Whole or such Part of the said Rates, Tolls, or Sums as are liable to pay such Principal Monies so due and unpaid as aforesaid; and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Persons and Corporations to whom such Principal Money shall be due, and on whose Behalf such Receiver shall have been so appointed, until the same, together with the Costs and Charges of recovering and receiving the Rates, Tolls, or Sums, and all Interest then due thereon, shall be fully paid and satisfied; and after such Principal, Interest, and Costs shall have been paid and satisfied, the Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine; or otherwise the said Principal Money so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by an Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

In case the Mortgages are paid off the Company may raise the Amount again.

CXL. And be it further enacted, That if the said Company shall pay off all or any Part of any Money borrowed as aforesaid, then and in every such Case it shall be lawful for the said Company, and they are hereby authorized and empowered, immediately or at any Time or Times thereafter again to raise the Whole or any Part of the Amount so paid off, and so from Time to Time as often as the same shall happen, but so nevertheless that the said Company shall not in any Event borrow upon Mortgage more than the Sum of Two hundred and thirty-three thousand Pounds in the whole at any one Time.

Application of Money to be raised.

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

First and other General Meetings of the Company.

CXLII. And be it further enacted, That the said Company shall meet together at some convenient Place within Six Calendar Months next after the passing of this Act, and shall then and there proceed in the Execution of this Act; and from and after such First General Meeting of the said Company there shall be a Half-yearly General Meeting

Meeting of the said Company in the Month of *February* and in the Month of *August* in each and every Year, at such Time and Place as the Directors (for the Time being) shall fix, and all such and so many Special General Meetings of the said Company as the said Directors (for the Time being) may think proper to convene, or as may be convened by the Proprietors in manner herein-after provided; and such General Meetings and Special General Meetings may be adjourned from Time to Time and from Place to Place; of which said General Meetings and Special General Meetings Ten Days public Notice at the least shall be given in the Manner herein-after directed, and every such Notice of a Special General Meeting shall specify the Purpose for which any such Special General Meeting is called.

CXLIII. And be it further enacted, That Thirty or more Proprietors of Shares in the said Company holding in the aggregate One thousand Shares or upwards in the said Undertaking, upon which Shares all Calls actually previously made shall have been paid and satisfied, may at any Time, by Writing under their Hands left at the Office of the said Company, or given to the Clerk or Secretary of the said Company, or left at the Office or last or usual Place of Abode of such Clerk or Secretary, require the Directors of the said Company to call a Special General Meeting of the Proprietors of the said Company, so as such Requisition fully express the Object for which such Special General Meeting is required to be called; and in case of Neglect or Refusal of the said Directors to call such Meeting for the Space of Twenty-one Days next after such Notice shall have been given as aforesaid, the same may be called by such Thirty or more Proprietors of Shares in the said Company, who shall give Fourteen Days Notice thereof in One or more Newspaper or Newspapers published in each of the Counties of *York, Derby, Chester, and Lancaster*; and the said Company are hereby authorized to meet in pursuance of such Notice, and such of the Proprietors of Shares therein as shall be present at such Meeting shall proceed to the Execution of the Powers by this Act given to the said Company (with respect to the Matters so specified in such Notice, and to those only); and all Acts of the Majority in Number of Votes of the Members of the said Company met together at any such Special General Meeting shall be as valid (with respect to the Matters specified in such Notice, and those only,) as if the same had been done at any Annual General Meeting held at the Time and in manner herein-before appointed for holding the same.

Special
General
Meetings of
Proprietors
may be con-
vened.

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

Business of
Special and
adjourned
General and
Special
Meetings.

CXLV. And be it further enacted, That all Notices in this Act directed to be given of any General or Special General Meeting of the Proprietors of the said Company, or of any Adjournment thereof,

Mode of
giving
Notices of
Meetings,
or

or of any other Matter, to any of the Proprietors of the said Company, and all other Notices which may be required to be given by or on behalf of the said Company, and which are not herein otherwise provided for, shall be signed by Two Directors, or the Clerk or Secretary of the said Company, and such Notices shall be given by Advertisement in One or more Newspaper or Newspapers published in each of the said Counties of *York, Derby, Chester, and Lancaster*; and such last-mentioned Notices when so given shall be deemed and considered the same as if personally served.

First General Meeting to choose Directors.

CXLVI. And be it further enacted, That at the First General Meeting to be held as herein-before is mentioned, or at some Meeting to be held by Adjournment therefrom, the Proprietors then present (personally or by Proxy) shall elect not less than Twelve nor more than Sixteen Persons (each of whom shall be a Proprietor in his own Right of Ten Shares at the least in the said Undertaking) to be Directors to manage the Affairs of the said Company; and of the Directors so elected as aforesaid Five shall be competent to act; and the several Persons so to be elected (unless they respectively resign, or be removed, or become disqualified,) shall continue in Office and be Directors until the General Meeting of the said Company which shall be held in the Month of *February* One thousand eight hundred and thirty-nine, and until others shall be elected in their Stead in pursuance of this Act; and the said Company at any General Meeting shall have Power to fix what Remuneration, if any, shall from Time to Time be allowed to the Directors of the said Company.

General Meeting for choosing Directors to consist of not less than Thirty Persons possessed of 1,000 Shares.

CXLVII. Provided always, and be it further enacted, That if at any such General Meeting there shall not, within Two Hours from the Hour appointed by such Notice as aforesaid for such Meeting, be Thirty Persons present, either personally or by Proxy, who shall in the whole be entitled to vote in respect of at least One thousand Shares, no Choice of Directors shall be made, nor shall any Business be transacted; but in such Case there shall be another Meeting of the said Company at the same Place at the Expiration of Fourteen Days from that Time; and if such sufficient Number of Proprietors, either personally or by Proxy, shall not then attend thereat, such Meeting shall stand adjourned until the following Day; and in case such Number of Persons qualified as aforesaid shall not then be present, the Directors for the Time being shall continue to act and have the same Powers as they had and were possessed of until new Directors shall be appointed at the General Meeting which shall be held in the Month of *February* or *August* in the following Year, and until new Directors shall at such Meeting or Adjournment thereof be chosen.

Directors to go out by Rotation.

CXLVIII. And be it further enacted, That at the General Meeting to be held in the Month of *February* which will be in the Year One thousand eight hundred and thirty-nine, One Fourth of the Directors who shall have been so elected as aforesaid (to be determined by Ballot amongst themselves) shall go out of Office and cease to be Directors of the said Company, and an equal Number of Persons who shall be Proprietors and respectively possessed in their own Right of Ten Shares at the least in the said Undertaking shall be elected by

by the said Company to be Directors in their Place and Stead; and at the General Meeting to be held in the Month of *February* which will be in the Year One thousand eight hundred and forty, One Third of the remaining Directors who shall have been so primarily elected as aforesaid (to be determined as aforesaid) shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *February* which will be in the Year of our Lord One thousand eight hundred and forty-one, One Half of the remaining Directors who shall have been so primarily elected as aforesaid (to be determined as aforesaid) shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *February* which will be in the Year of our Lord One thousand eight hundred and forty-two the remaining Directors who shall have been so primarily elected as aforesaid shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *February* in every subsequent Year, One Fourth of the Directors who shall have been longest in Office shall go out of Office and cease to be Directors of the said Company, and their Places supplied in like Manner.

CXLIX. Provided always, and be it further enacted, That every Director who shall go out of Office on any Day of Election may be re-elected immediately or at any subsequent Period, and after such Re-election he shall, with reference to the going out by Rotation, be considered as a new Director.

Directors going out of Office re-eligible.

CL. Provided always, and be it further enacted, That no Officer of the said Company receiving a Salary, nor any Person concerned or interested in any Contract with the said Company, shall be capable of being chosen a Director of the said Company, nor shall any Director be capable of accepting any other Office or Place of Trust or Profit under the said Company, or of being concerned or interested in any Contract with the said Company during the Time he shall be a Director of the said Company; and if any Director of the said Company shall at any Time whilst such Director accept or continue to hold any other Office or Place of Trust or Profit under the said Company, or shall at any Time cease to be a Proprietor of Ten Shares at the least in the said Undertaking, or if any Director, or any Secretary, Clerk, Treasurer, or other Officer or Servant of the said Company, shall either directly or indirectly be concerned in any Contract with the said Company, or shall participate in any Manner in any Work to be done for or Goods to be sold to the said Company, every such Director, Clerk, Secretary, Treasurer, or other Officer or Servant shall thereupon be immediately and is hereby discharged from the Direction, Office, Service, or Employ of, in, or under the said Company, and rendered incapable of being thereafter employed by them, unless re-appointed, and such Re-appointment be confirmed at some General or Special General Meeting of the said Company.

No Person holding Office capable of being a Director.

For supply-
ing casual
Vacancies of
Directors.

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

Appointment
of first
Directors.

CLII. And be it further enacted, That *John Wood, Thomas Blake, William Butcher, Michael Ellison, Thomas Ellison, Aaron Lees, Thomas Laycock, Hugh Parker, James Rhodes, William Smith, Thomas Smith, George Sidebottom, Joe Sidebottom, William Sidebottom, James Sidebottom, and Lord Wharncliffe*, and the Survivors and Survivor of them, or such of them as shall continue to act, shall be the first Directors of the said Company, and shall continue in Office until the First General Meeting of the said Company to be held in pursuance of this Act; and they the said Directors herein-before named shall and they are hereby required to fix the Time and Place of such First General Meeting within the Limit herein-before prescribed, and to give Notice thereof in the Manner herein-before directed as to General Meetings of the said Company; and until such First General Meeting shall be holden, and such Directors shall have been duly elected as herein-after prescribed, the said Directors herein-before named, or the Survivors or Survivor of them, or such of them as shall continue to act, shall and lawfully may allot the Shares (if any) remaining undisposed of in the said Undertaking, as they the said Directors shall think fit, and shall and may exercise all other Powers and Authorities which are by this Act given to or which may be exercised by the Directors who may be elected in pursuance hereof at the first or at any subsequent General Meeting of the said Company.

Chairman
and Deputy
Chairman of
Directors to
be appointed.

CLIII. And be it further enacted, That at the first Meeting of Directors which shall be held after the passing of this Act, and at the first Meeting of Directors which shall be held next after the first Appointment of the said Directors under the Provisions herein contained, and at the first Meeting of Directors which shall be held next after the yearly Meeting in *February* in each subsequent Year, the Directors present at such Meeting of Directors shall choose, out of the Directors of the said Company, a Chairman and Deputy Chairman of the said Directors: Provided always, that when and so often as the Chairman or Deputy Chairman to be chosen by virtue of this Act shall die, or resign, or become disqualified or unable to act, or otherwise cease to be a Director, it shall be lawful for the Directors present at the Meeting which shall be held next after such Vacancy shall have occurred to choose some other of the said Directors to be Chairman or Deputy Chairman, and every such Chairman or Deputy Chairman to be chosen as last aforesaid to fill such Vacancy shall continue in such Office so long only as the Person in whose Place or Stead he

he may be so elected would have been entitled under the Provisions of this Act to continue, if such Vacancy had not happened.

CLIV. And be it further enacted, That at all General and Special General Meetings of the said Company the Chairman of the said Directors, or in his Absence the Deputy Chairman of the said Directors, or in his Absence any one of the Directors of the said Company to be chosen at any such Meeting, or in the Absence of all the Directors any Proprietor to be chosen at such Meeting, shall preside as Chairman, and such Chairman, in case of an equal Division of Votes upon any Subject entertained at any such Meeting (including such Chairman's Votes in respect of the Shares or Proxies held by him), shall have an additional or casting Vote as Chairman.

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

CLV. And be it further enacted, That the Directors for the Time being of the said Company shall have the Control over the Common Seal of the said Company, and direct in whose Custody the same shall from Time to Time remain, and the said Directors shall have Power to use the same on behalf of the said Company, and shall have full Authority to meet and adjourn from Time to Time and from Place to Place as they the said Directors may deem proper, and also at any Time to call Special General Meetings of the said Company for any Purpose they may think proper, and to appoint the Times and Places of holding General or Special General Meetings of the said Company; and all Questions, Matters, and Things which shall be discussed or considered at any Meeting of the Directors shall be finally determined by the Majority of Votes then present, and there shall be Five Directors at the least present to constitute a Meeting; and no Director, although possessed of many Shares in the said Undertaking, shall have more than One Vote at any such Meeting, except the Chairman of such Meeting, who, in case of an equal Division, shall always have a second or casting Vote as such Chairman; and such Directors shall have full Power and Authority to purchase Lands and Engines and Materials for the Use of the said Undertaking, and to sell Lands hereby authorized to be sold, and to make Contracts and Bargains in respect of or relating to the said Undertaking, and to direct and employ the Works and Workmen, and to superintend and conduct the Affairs of the said Company after the Completion of the said Railway, and to appoint or displace all the Officers and Servants of the said Company, with such Salaries, Gratuities, or Recompences as to the said Directors shall seem proper, and upon the Death, Resignation, or Removal of any of the said Officers and Servants from Time to Time to appoint others in their respective Places; and the said Directors may require and take such Security to the said Company from any Officer or other Person for the faithful Execution of his Duty as they may think proper; and such Directors shall have full Power and Authority to do all Acts whatever for the Management, Regulation, and Direction of the said Company, in relation thereto, which the said Company are by this Act authorized to do, except such as are required and directed to be done at a General or Special General Meeting of the said Company; and the said Directors shall keep a regular Minute and Entry of their Proceedings at every Meeting of the said Directors; and the said

Powers and Duties of Directors.

said Directors shall also keep full and true Accounts of all Monies disbursed and Payments made by the said Directors and by all Persons employed by or under them, and of all Money which they shall receive on behalf of or in respect of such Undertaking from any Collector of the Rates, Tolls, or Sums by this Act granted, or from any other Officer or Person employed in or having any Concern, Dealing, or Transaction with the said Undertaking, or from any other Person whomsoever on any account for the Use of the said Company, and shall regularly enter in some Book, to be from Time to Time provided at the Expence of the said Company for that Purpose, Notes, Minutes, or Copies (as the Case shall require) of such Appointments, Contracts, Bargains, Receipts, and Disbursements, and of other their Orders and Proceedings, and such Book shall be deposited with and be kept under the Care and Direction of the said Directors: Provided nevertheless, that it shall not be lawful for the said Directors to fix or order what Remuneration shall be allowed to the Directors of the said Company: Provided also, that the said Company shall and they are hereby required to take sufficient Security from every Person who shall be appointed Treasurer of the said Company, and from every Receiver, Collector, or other Officer, appointed by them or by the Directors of the said Company, who shall have the Custody or Control of any Money received by virtue of this Act, for the faithful Execution of his Office, before he shall enter thereupon.

Directors
may make
temporary
Rules,
Orders, and
Bye Laws.

CLVI. Provided always, and be it further enacted, That the Directors of the said Company shall have Power and Authority to make such Rules, Orders, and Bye Laws as to them shall seem right and proper for the good Government of the Officers and Servants of the said Company, and for the Management of the said Undertaking in all respects whatsoever, and from Time to Time to alter or repeal such Rules, Orders, and Bye Laws, or any of them, and to make others, in such and the same Manner and to the same Extent as the said Company at any General or Special General Meeting thereof are herein authorized to make Rules, Orders, and Bye Laws as aforesaid; but no such Rules, Orders, or Bye Laws shall have any Force or Effect beyond the Day on which the next General Meeting of the said Company shall be held, unless such Rules, Orders, and Bye Laws shall by such General Meeting be sanctioned and confirmed.

Directors
may appoint
Committees
with Power
to make
Contracts.

CLVII. And be it further enacted, That it shall be lawful for the said Directors from Time to Time to nominate and appoint out of their own Body a Committee or Committees, consisting of not less than Three in Number, who shall have full Power and Authority to enter into and make any Contracts or Agreements on behalf of the said Company, and to hire and employ any Agents, Surveyors, Workmen, or Servants in or about the said Undertaking, and to do, execute, and perform all other Matters and Things whatsoever in and about such Undertaking which the said Directors themselves are authorized to do, or such of them as the said Directors shall think proper to entrust to the Care and Management of such Committee or respective Committees (save and except nevertheless the making of Calls for Money from the said Proprietors); and it shall be lawful for the said Directors, by an Order or Resolution for that Purpose, to break up and dis-

solve any such Committee which shall have been appointed by them, or to remove and displace any Member of such Committee, and to appoint another in its Place and Stead when and so often as such Directors shall think proper; and such respective Committees shall have full Power and Authority to meet from Time to Time and adjourn from Place to Place as they shall think proper, and as Occasion shall require for effecting the Purposes for which they were appointed; and all Powers and Authorities vested in or which shall by the said Directors be confided to any such Committee as aforesaid shall and may be exercised by Three of the Members present at the respective Meetings of such Committees; and at all Meetings of the said Committees One of the Members present shall be appointed Chairman, and all Questions shall be determined by a Majority of the Members present, and the Chairman shall be entitled to vote on all Questions, and, in case of an equal Division of Votes upon any Subject, shall have an additional or casting Vote.

CLVIII. And be it further enacted, That all Contracts and Agreements in Writing relating to the Affairs of the said Company, which shall be signed by any Three of the Directors of the said Company, shall be binding on the said Company and all other Parties thereto, their respective Successors, Heirs, Executors, and Administrators, and Actions and Suits may be maintained thereon, and Damages and Costs recovered by or against the said Company, or any of the other Parties thereto, failing in the Execution thereof.

Contracts signed by Three Directors to be binding.

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

Orders and Proceedings to be entered in a Book.

CLX. And be it further enacted, That the said Directors shall cause a Book to be kept by a Book-keeper, who shall be expressly appointed by the said Directors for that Purpose, and who shall enter or cause to be entered in the said Book true and regular Accounts of all Sums of Money received and expended for or on account of the said Undertaking, and of the several Articles, Matters, and Things for which such Sums of Money shall have been disbursed and paid, which Book shall at all reasonable Times be open to the Inspection of the respective Loan Creditors for Money advanced and lent for the Purposes of this Act, without Fee or Reward; and the said Creditors or any of them may take Copies of or Extracts from such Book without paying any thing for the same; and in case the said Book-

Accounts to be kept of Receipts and Disbursements.

[Local.]

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keeper

keeper shall refuse to permit or shall not permit such Loan Creditors, or any of them, to inspect such Book or to take such Copies or Extracts as aforesaid, he shall forfeit and pay for every such Offence any Sum not exceeding Five Pounds.

Same Person
not to be
Clerk or
Secretary
and Treas-
urer.

CLXI. Provided always, and be it further enacted, That it shall not be lawful for the Directors of the said Company to appoint any Person who may be appointed to act as their Clerk or Secretary in the Execution of this Act, or the Partner of any such Clerk or Secretary, or the Clerk of or other Person in the Service or Employ of any such Clerk or Secretary or of the Partner of any such Clerk or Secretary, to be the Treasurer for the Purposes of this Act, or to appoint any Person who may be appointed Treasurer, or the Partner of such Treasurer, or the Clerk or other Person in the Service or Employ of such Treasurer or of the Partner of such Treasurer, to be the Clerk or Secretary of the said Company for the Purposes of this Act; and if any such Person shall act in both Capacities of Clerk or Secretary and Treasurer for the Purposes of this Act, or if any Person being the Partner of any such Clerk or Secretary, or the Clerk of or other Person in the Service or Employ of such Clerk or Secretary or of the Partner of such Clerk or Secretary, shall accept the Office of Treasurer, or shall act as Deputy of the Treasurer, or in any Manner officiate for the Treasurer, or being the Treasurer, or the Partner of any such Treasurer, or the Clerk of or other Person in the Service or Employ of such Treasurer or the Partner of such Treasurer, shall accept the Office of Clerk or Secretary, or shall act as Deputy of such Clerk or Secretary, or in any such Manner officiate as Clerk or Secretary in the Execution of this Act, or if any Treasurer shall hold any Place or Office of Profit or Trust under the said Company other than that of Treasurer, every Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person who shall sue for the same, to be recovered, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case; and any Person so offending shall be ~~thereafter incapable~~ of holding any Office under the said Company, and shall *ipso facto* forfeit to them any Shares to which he may at the Time of so offending be entitled in the said Undertaking.

Officers to
account.

CLXII. And be it further enacted, That every Officer and Person who shall be appointed or employed by virtue of this Act shall from Time to Time, when thereunto required by the said Directors or by the said Company, make out and deliver to the said Directors or Company, or to such Person as they shall respectively appoint for that Purpose, a true and perfect Account in Writing, under his Hand, of all Monies which shall have been by him collected and received, and how and to whom and for what Purpose the same and every Part thereof hath been disposed of, together with Vouchers and Receipts of such Payments; and every such Officer and Person shall and is hereby required to pay all such Monies as upon the Balance of such Account shall appear to be owing from him to the said Company, or to such Person as the said Directors or the said Company shall appoint to receive the same; and if any such Officer

or Person shall refuse or neglect to render such Account, or to produce and deliver up the Vouchers and Receipts in his Possession or Power relating to the same, or to pay the Balance thereof, when thereunto required in manner aforesaid, or shall refuse or neglect to deliver up to the said Directors or the said Company, or to such Person as they shall respectively appoint, within Ten Days after being thereunto required by the said Directors or by the said Company, or by such other Person as last aforesaid, all Books, Papers, and Writings in his Custody or Power relating to the Execution of this Act, then and in every such Case, Complaint being made thereof by the said Directors or by the said Company, or by any Person in their Behalf, to any Justice of the Peace acting within his Jurisdiction, such Justice may and he is hereby required, by Warrant under his Hand and Seal, to cause such Officer or Person to be brought before him, and upon his appearing, or being satisfactorily proved not to be found, to hear and determine the Matter of such Complaint in a summary Way, and to settle the said Account (if produced) in such Manner as the said Directors or the said Company might have done; and if upon the Confession of the Officer or Person against whom such Complaint shall be made, or by the Oath of any credible Witness, or by the solemn Affirmation of any Person being a Quaker, it shall appear to such Justice that any of the Monies which shall have been collected and received shall be in the Hands of or be owing from such Officer or Person, such Justice may and he is hereby empowered, upon Non-payment thereof on Demand, by Warrant under his Hand and Seal, to cause such Money to be levied by Distress and Sale of the Goods and Chattels of such Officer or Person; and if no Goods and Chattels be found sufficient to answer and satisfy the said Monies, and the Charges of taking and making such Distress, and of selling the same, or if such Officer or Person shall not appear before such Justice at the Time and Place appointed for that Purpose, or if appearing shall refuse or neglect to make out and deliver to such Justice such Account in Writing as aforesaid, or to produce and deliver to the said Justice the Vouchers and Receipts in his Possession or Power relating to such Accounts, or to deliver up such Books, Papers, and Writings, or to pay the Balance due as aforesaid, then and in any of the Cases aforesaid the said Justice may and he is hereby authorized and required, by Warrant under his Hand and Seal, to commit such Officer or Person to some Common Gaol or House of Correction within his Jurisdiction, there to remain, without Bail or Mainprize, until he shall have made out and delivered such Account, and have delivered up the Vouchers and Receipts (if any) relating thereto, and shall have delivered up such Books, Papers, and Writings (if any) as aforesaid, and shall have paid all the Money which shall appear to such Justice to be in the Hands of or owing from him, and the reasonable Charges of such Distress and Sale (if any) as shall in that respect have been made, or until he shall have compounded with the said Directors or with the said Company for such Monies and Charges, and paid the Composition Money to the said Directors or the said Company, (and which said Composition the said Directors and the said Company are hereby respectively empowered to make, and the Money thereon agreed upon to receive in full for the Demands of the said Company,) and shall have delivered up all such
Books,

Books, Papers, and Writings as aforesaid, or have given Satisfaction in respect thereof to the said Directors or to the said Company; Provided always, that no Person who shall be committed for Want of sufficient Distress only shall be detained in Prison for any longer Space of Time than Six Calendar Months.

Company at
General
Meetings
may make
Bye Laws.

CLXIII. And be it further enacted, That the said Company, at some General or Special General Meeting of the said Company, shall have Power and Authority from Time to Time to make such Bye Laws, Orders, and Rules as to them shall seem expedient for regulating the Proceedings and remunerating and reimbursing the Expences of the Directors, and for the good Government of the Officers and Servants of the said Company, and for the Management of the said Undertaking in all respects whatsoever, and from Time to Time to revise, alter, confirm, or repeal all such Bye Laws, Rules, and Orders, or any of them, and to make others, and to impose and inflict such reasonable Fines and Forfeitures upon all Persons offending against such Bye Laws, Rules, and Regulations as to the said Company shall seem meet (not exceeding the Sum of Five Pounds for any One Offence), such Fines and Forfeitures to be levied and recovered by such Ways and Means as are herein-after mentioned; which said Rules, Bye Laws, and Orders, being reduced into Writing under the Common Seal of the said Company, shall be printed and published; and such Bye Laws, Orders, and Rules, except such as shall relate solely to the Proprietors or Directors of the said Company, or to any of their Officers or Servants, shall be painted on Boards in legible Characters, and affixed or otherwise exhibited in or upon Two at the least of the Toll Houses or Places where the Rates or Tolls granted by this Act shall be appointed to be paid, and shall from Time to Time be renewed as often as the same or any Part thereof shall be obliterated, defaced, destroyed, or become illegible; and such Rules, Bye Laws, and Orders shall be binding upon and observed by all Parties, and a Copy thereof or of any Part thereof certified under the Hand of the Clerk of the said Company for the Time being shall be sufficient in any Court of Law or Equity to justify all Persons who shall act under the same; provided that such Rules, Bye Laws, and Orders shall not be repugnant to the Laws of that Part of the said United Kingdom called *England*, or to any Directions in this Act contained; and all such Rules, Bye Laws, and Orders shall be subject to Appeal in manner herein-after mentioned.

Accounts to
be made up
half-yearly.

CLXIV. And be it further enacted, That the said Company or the Directors thereof shall and they are hereby required to cause a true and particular Account to be kept and to be made up twice in every Year, that is to say, on the Thirtieth Day of *June* and the Thirty-first Day of *December*, of the Money received by or for the Use of the said Company by virtue of this Act, and of the Charges and Expences attending the making and maintaining the said Railway and carrying on the said Undertaking, and of all other the Receipts and Expenditure of the said Company up to such Periods respectively, which Account shall be laid before the Half-yearly General Meetings of the said Company herein-before directed to be held in the Months of *February* and *August*, and which Account may be inspected

inspected by any Proprietor at any Time within Fourteen Days prior to the Day of such Half-yearly General Meeting: Provided always, that if the Account so to be laid before any General Meeting shall not be considered satisfactory by such Meeting, then and in such Case the said Meeting shall have Power to appoint a Committee of Inspection, to consist of Five Proprietors, each of whom shall hold at least Twenty Shares in the said Undertaking, who shall examine into such Account, and for the better effecting that Object shall be and are hereby empowered to employ Accountants and other Persons at the Expence of the said Company, and shall report thereon to a future Meeting of the said Company to be held for that Purpose by Adjournment or otherwise; and for the Purpose of such Examination the said Directors shall, on Demand, at all convenient Times cause to be produced to the said Committee or any Three Members thereof (which Number shall constitute a Quorum of such Committee) all Books of Account, Vouchers, and Documents in the Possession or Power of the said Directors or other Officers of the said Company relating to the Affairs of the said Company.

CLXV. And be it further enacted, That it shall be lawful for the Directors for the Time being of the said Company, and they are hereby empowered, from Time to Time, when and as they shall think proper, to declare and make a Dividend among the Proprietors of all the Shares in the said Undertaking out of the clear Profits of the said Undertaking, and such Dividend shall be after the Rate of so much *per* Share upon the several Shares held by the Members of the said Company in the Joint Stock thereof: Provided always, that such Dividend shall not be made oftener than half-yearly, and no Dividend shall be made exceeding the net Amount of clear Profit at the Time being in the Hands of the said Company, nor whereby the Capital of the said Company shall in any degree be reduced or impaired, nor shall any Dividend be paid in respect of any Share after a Day appointed for Payment of any Call of Money in respect thereof, until such Call shall have been paid. Declaring of Dividends.

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

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

[*Local.*]

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For

For Coal and Limestone, and for Dung, Compost, or other Manure, and for Materials for the Repair of public Roads, the Sum of One Penny Halfpenny *per Ton per Mile* :

For Lime, Coke, Culm, Charcoal, Cinders, Stone, Sand, Clay, Ironstone, Iron Ore, Building, Pitching, and Paving Stones, Flags, Bricks, Tiles, and Slates, the Sum of Two-pence *per Ton per Mile* :

For Corn, Grain, Flour, Dyewoods, Timber, Staves, Deals, Lead, Pig, Bar, Rod, Hoop, Sheet, and all other Wrought Iron and Castings not manufactured into Machinery, Utensils, or into other Articles of Merchandize, and other Metals, the Sum of Three-pence *per Ton per Mile* :

For Cotton and other Wool, Hides, Drugs, manufactured Goods, and all other Wares, Merchandize, Articles, Matters, or Things, the Sum of Three-pence Halfpenny *per Ton per Mile*.

Tolls on Carriages for conveying Passengers or Cattle on Railway.

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

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

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

For every Sheep, Lamb, Calf, Pig, or other small Animals conveyed in or upon any such Carriage, the Sum of One Halfpenny *per Mile* :

For every Carriage of whatsoever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, the Sum of Four-pence *per Mile* :

For every Carriage weighing more than One Ton, the Sum of Four-pence *per Ton per Mile*.

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

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

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

CLXX. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized (if they shall think proper) to use and employ locomotive and other Engines, or other motive Power, and in Carriages and Waggon drawn or propelled thereby to carry and convey upon the said Railway, and also upon and along any other Railway communicating therewith, all such Passengers, Cattle, Goods,

Goods, Wares, and Merchandize, Articles, Matters, and Things, as shall be offered to them for that Purpose, and to make such reasonable Charges for such Carriage and Conveyance as they may from Time to Time determine upon, in addition to the several Tonnages, Rates, and Tolls herein-before authorized to be charged and received.

CLXXI. And be it further enacted, That the said Company shall and they are hereby required from Time to Time and at all Times to attach and affix, or cause and procure to be attached and affixed, to the Carriages to be used from Time to Time upon the said Railway, or to the Engine or Engines drawing or propelling such Carriages, One or more proper and convenient Breaks, Blocks, or Burs, to be used and applied in and for the stopping or regulating the Speed of such Carriages and Engines respectively in their Progress upon or along the said Railway from Time to Time, which said Breaks, Blocks, or Burs shall be so made and constructed, and shall be of such sufficient Strength or Power, and be so placed and used in or upon the said Carriages or Engines as aforesaid, as that the same may be from Time to Time and at all Times conveniently and effectually used and applied in and be effectual for the stopping or for the regulating the Speed of the said Carriages and Engines respectively in and upon any Part of the said Railway whensoever such Stoppage or Regulation may be necessary or requisite; and in case the said Company shall at any Time use or employ, or permit or suffer to be used or employed, in and upon the said Railway, any Carriages or Engines not having attached and affixed thereto such sufficient Breaks, Blocks, or Burs to be used as aforesaid, then and in every such Case the said Company shall forfeit and pay any Sum not exceeding Five Pounds.

For compelling the Company to apply Breaks to the locomotive Carriages.

CLXXII. And be it further enacted, That in all Cases in which the said Company shall carry for their own Profit any Passengers, Cattle, or other Animals, Goods, Wares, or Merchandize, Articles, Matters, or Things, a separate Account shall be duly kept, showing the Amount of the Rates or Tolls which would have been received by the said Company for the Use of the said Railway in respect of such Passengers, Cattle, or other Animals, Goods, Wares, or Merchandize, Articles, Matters, or Things, if carried by any other Party or Parties, and the said Company shall also keep an Account of all Tolls and Rates which shall be actually received by them for the Carriage of the same; and the Overseers of the Poor of the several Parishes and Townships through which the said Railway shall pass shall have free Access to and Liberty to inspect the same at any Time during the first Fourteen Days in the Months of *February* and *August* in each Year; and if the said Company shall neglect or refuse to keep such Accounts, or to permit such Inspection thereof as aforesaid, they shall forfeit and pay for every such Neglect or Refusal the Sum of Three hundred Pounds, and the further Sum of Fifty Pounds for every Day during which such Neglect or Refusal shall continue.

Company to keep a separate Account of Tolls taken for the Use of the Railway.

CLXXIII. And for the better preventing of Accidents or Injury which might arise on the said Railway and Works from the unsafe and improper Carriage of certain Goods and Merchandize upon the same, be

Packages containing Goods of a dangerous

Quality to be marked.

be it further enacted, That every Person who shall send or cause to be sent by the said Railway any Aquafortis, Oil of Vitriol, Gunpowder, or other Goods of a dangerous Quality, shall distinctly mark or state the Nature of such Goods on the Outside of the Package containing the same, or shall otherwise give Notice in Writing to the Book-keeper or other Servant of the said Company with whom the same shall be left at the Time of so sending or causing the said Goods to be sent, on pain of forfeiting for every Default therein the Sum of Ten Pounds: Provided always, that the said Company shall not be compelled or compellable to carry upon the said Railway any Gunpowder or other Goods which in the Judgment of the said Company shall be of a dangerous Character; and it shall be lawful also for the said Company to restrain and prevent any other Person from carrying thereon Gunpowder or such other Goods as aforesaid.

Passengers may carry Luggage without extra Charge.

CLXXIV. Provided also, and be it further enacted, That every Person so conveyed by the said Company or by any other Person shall and may have carried and conveyed along with him any Quantity of Baggage or Luggage belonging to him, not exceeding in the whole Forty Pounds in Weight and Four Cubic Feet in Dimensions, without being liable or called upon to pay additional Rate, Toll, or Duty in respect thereof: Provided always, that nothing herein contained shall in any Case extend to or be deemed or construed to extend to charge or make liable the said Company further or in any other Case than where, according to the Laws of this Realm for the Time being, Stage Coach Proprietors and Common Carriers would be liable; nor shall any thing herein contained extend or be deemed or construed to extend in any degree to deprive the said Company of any Protection or Privilege which either now or at any Time hereafter Common Carriers or Stage Coach Proprietors have or may have, but the said Company shall from Time to Time and at all Times have and be entitled to the Benefit of every such Protection and Privilege.

Act not to prevent Company from hiring locomotive Engines.

CLXXV. Provided always, and be it further enacted, That nothing in this Act contained shall be construed to prevent the said Company from making any Agreement with any Person for the Hire or Use of any locomotive Engine or of any Carriage, and to pay for the same such reasonable Sum as may be agreed on between the said Company and such Person, any thing herein contained to the contrary thereof notwithstanding.

Steam Engines to consume their own Smoke.

CLXXVI. And be it further enacted, That the Boiler of every locomotive Steam Engine to be used upon the said Railway shall be constructed upon the Principle of consuming its own Smoke, under a Penalty of Five Pounds for every Time such Engine shall be used, to be recovered in a summary Way by the Order and Adjudication of a Justice of the Peace acting within his Jurisdiction, on Complaint to him for that Purpose made, in the same Manner as other Penalties and Forfeitures (for the Recovery whereof no special Directions are given) are by this Act directed to be recovered, one Half of which Sum of Five Pounds, as often as the same shall be recovered, shall be paid to the Informer, and the other Half to the Vestry Clerk or other proper Officer

Officer of the Parish or Place where such Offence shall be committed, in aid of the Poor Rate of such Parish or Place.

CLXXVII. And be it further enacted, That it shall be lawful for the said Company from Time to Time to make such Orders for fixing and by such Orders to fix the Sum to be charged by the said Company in respect of small Parcels not exceeding Five Hundred Weight each, as to them shall seem proper: Provided always, that the Provision herein-before contained shall not extend to Articles, Matters, or Things sent in large aggregate Quantities, although made up of separate and distinct Parcels, but only to single Parcels unconnected with Parcels of a like Nature which may be sent upon the Railway by the same Person and at the same Time.

Company authorized to fix the Price of small Parcels.

CLXXVIII. Provided always, and be it further enacted, That in all Cases where any of the above-mentioned Articles, Matters, or Things, or Persons, shall be, by whomsoever or howsoever, carried or conveyed on the said Railway for a less Distance than Six Miles, the said Company are, notwithstanding any thing to the contrary in this Act contained, hereby empowered to demand and receive the Maximum of the afore-mentioned Rates or Tolls respectively for a Distance of Six Miles, together with a reasonable Charge for the Expence of loading and unloading such Articles, Matters, and Things in Cases where the loading and unloading shall be done by the said Company, and which Charge the said Company are hereby authorized to make.

Regulation as to short Distances.

CLXXIX. And be it further enacted, That (without Prejudice to any of the Provisions herein-before contained) in all Cases in which there shall be a Fraction of a Ton, a Proportion of the said Rates, Tolls, and Duties may be demanded and taken for such Fraction according to the Number of Quarters of a Ton contained therein, and when there shall be a Fraction of a Quarter of a Ton such Fraction shall be deemed and considered as a Quarter of a Ton; and in all Cases where there shall be a Fraction of a Mile in the Distance which any Carriage shall pass upon the said Railway beyond Six Miles or any greater Number of Miles, the Proportion of the Rates or Tolls which shall be demanded and taken for such Fraction shall be after the Rate of the Number of Quarters of a Mile contained therein, and when there shall be a Fraction of a Quarter of a Mile such Fraction shall be deemed and considered as a Quarter of a Mile; and in order to ascertain and calculate with greater Precision and Facility the Distance for which such Rates or Tolls shall be demanded and taken upon the said Railway the said Company shall cause the said Railway to be measured, and Stones or other conspicuous Marks, with proper Inscriptions thereon, to be set up and maintained along the whole Line thereof, at the Distance of One Quarter of a Mile from each other.

As to fractional Parts of a Ton or Mile.

CLXXX. And be it further enacted, That it shall be lawful for the said Company from Time to Time, and at all Times hereafter, to demand, receive, and recover, for the Wharfage of all Articles, Matters, and Things loaded, landed, or placed in or upon any of the

Rates to be paid to the Company for Wharfage.

[*Local.*]

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Wharfs

Wharfs of the said Company, the Rates, Tolls, or Duties following; that is to say, for every Ton of Coals, Culm, Lime, Limestone, and other Minerals, Timber, Stone, Clay, Bricks, Tiles, Slates, Goods, Merchandize, or other Things, which shall be landed, loaded, or placed in or upon the said Wharfs or any of them, and shall continue thereupon for a longer Space of Time than Three Hours and not exceeding Twenty-four Hours, any Sum not exceeding the Sum of One Penny *per* Ton, and so in proportion for any less Quantity than a Ton; and in case the said last-mentioned Articles, or any of them, shall be left and remain in and upon any of the Wharfs or Warehouses belonging to the said Company over and above or beyond the said Space of Twenty-four Hours, then the Owner or Owners of such Articles shall pay to the said Company the further Sum of Three-pence *per* Ton for the Wharfage, and One Shilling *per* Ton for the warehousing thereof, for the next or succeeding Week, and the like Sum of One Shilling respectively *per* Ton for every further or subsequent Week such Articles shall remain upon the said Wharfs or Warehouses after the Expiration of the said first-mentioned Week, and so after that Proportion for any greater or less Period than a Week; and it shall be lawful for the said Company to ask, demand, receive, and take for the Use of any Cranes erected or made in pursuance of or under the Authority of this Act, before the same shall be used, such Sum or Sums of Money as the said Company may from Time to Time order or direct, not exceeding for any Weight to be raised at one single Lift of the Crane, being less than Two Tons, the Sum of Sixpence *per* Ton; for any Weight to be raised at one single Lift, of Two Tons and less than Three Tons, the Sum of One Shilling *per* Ton; for any Weight to be raised at one single Lift, of Three Tons and less than Four Tons, the Sum of One Shilling and Sixpence *per* Ton; and so progressively advancing Sixpence *per* Ton on each additional Weight of One Ton to be raised at one single Lift of the Crane, and so in proportion.

Penalty on Owners of Goods not removing them after Notice.

CLXXXI. Provided always, and be it further enacted, That if the Owner of any Chattels, Goods, Commodities, Wares, Merchandize, Articles, Matters, or Things shall permit the same to remain in or upon the Wharfs or Warehouses belonging to the said Company beyond the Space of Fourteen Days, and shall neglect or refuse to remove the same and every Part thereof after Twenty-four Hours Notice to do so, such Owner shall forfeit and pay to the said Company for each and every Day any such Chattels, Goods, Commodities, Wares, Merchandize, Articles, Matters, or Things shall be permitted to remain after the Expiration of such Notice any Sum not exceeding Two Shillings and Sixpence *per* Ton.

Power to reduce the Tolls.

CLXXXII. And be it further enacted, That it shall be lawful for the said Company from Time to Time as they shall think fit to reduce all or any of the Rates, Tonnages, Tolls, or Duties by this Act authorized to be taken, and to take the reduced Rates, Tonnages, Tolls, or Duties, and afterwards from Time to Time again to raise the same or any of them, and then to take such higher Rates, Tonnages, Tolls, or Duties, so that the same respectively shall not at any Time exceed the Amount by this Act authorized.

CLXXXIII. Pro-

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

CLXXXIV. Provided always, and be it further enacted, That the said Company shall from Time to Time cause to be painted on Boards or otherwise, and to be affixed and continued, and renewed as often as the same shall be obliterated and defaced, in or upon all Toll Houses or Places at which any Tolls by this Act authorized shall be appointed to be collected or received, in some conspicuous Place, and in large and legible Characters, an Account or List of the several Rates, Tonnages, Tolls, and Duties which the said Company shall from Time to Time so direct and appoint to be taken, and of the Price or Prices, Sum or Sums of Money, so allowed to be taken for the Carriage of all such Parcels not exceeding Five Hundred Weight as aforesaid upon the said Railway: Provided also, that it shall not be lawful for the said Company to demand or take, or cause to be demanded or taken, any such Rates, Tonnages, Tolls, or Duties but for and during such Time as such Account or List as aforesaid shall remain so affixed, and for and during such Time only as the Stones or other conspicuous Marks, with proper Inscriptions thereon, by this Act directed to be set up for ascertaining the Distance for which such Rates or Tolls shall be taken, shall remain so set up, unless the same shall be accidentally removed or displaced, and shall not be restored or renewed by the said Company with all convenient Speed.

A List of Tolls to be painted or affixed in conspicuous Places.

CLXXXV. And be it further enacted, That in case any Owner or Master or other Person having the Care of any Waggon or other Carriage belonging to the said Railway, or any Collector of the Rates, Tonnage, Tolls, or Duties aforesaid, shall after and whilst such Account or List shall be affixed and stuck up as aforesaid demand or take more than the Price or Sum of Money therein specified and ascertained, such Owner, Master, Collector, or other Person as aforesaid shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

Persons demanding more than the proper Rates or Tolls to be subject to Penalty.

CLXXXVI. And be it further enacted, That if any Person shall wilfully or maliciously pull down, deface, or destroy any Board whereon any Rules, Orders, Bye-Laws, Rates, Tolls, Tonnages, or Duties shall be

Penalty on Persons defacing Boards with

Tolls, &c.
thereon.

be painted or written, or any Stones, Posts, or other Marks designating the relative Distances on such Railway, or shall actually or constructively concur or aid therein, he shall, on Conviction on Oath by One Witness before One Justice of the Peace acting for the District wherein such Offence shall be committed (which Offence such Justice is hereby authorized to hear and determine), forfeit and pay to the said Company a Sum not exceeding Five Pounds for every such Offence.

For prevent-
ing Toll Col-
lectors
misbehaving.

CLXXXVII. And be it further enacted, That every Toll Collector shall and is hereby required to place his Christian and Surname, painted on a Board in legible Characters, in the Front or on some other conspicuous Part of the Toll House or Station whereat he shall be on Duty, each of the Letters of such Names to be at least Two Inches in Length, and of a Breadth in proportion, and painted either in White Letters on a Black Ground or in Black Letters on a White Ground, and shall continue the same so placed during the whole Time he shall be upon Duty; and if any Collector of the same Tolls, Tonnages, Rates, or Duties shall not place such Board as aforesaid, and keep the same there during the Time he shall be on Duty as such Collector as aforesaid, or shall demand or take a greater or less Toll, Tonnage, Rate, or Duty from any Person than he shall be authorized to do by virtue of the Powers of this Act, or of the Orders and Resolutions of the said Company made in pursuance thereof, or shall demand or take a Toll, Tonnage, Rate, or Duty from any Person who shall be exempt from the Payment thereof and claim such Exemption, or shall refuse to permit or suffer any Person to read or shall in anywise hinder any Person from reading the Inscriptions on the Boards to be affixed and placed as aforesaid, or shall refuse to tell his Christian or Surname to any Person who shall demand the same, and who shall have paid the said Tolls, Tonnages, Rates, or Duties, or any of them, or shall in answer to such Demand give a false Name or Names, or upon the legal Tolls, Tonnage, Rate, or Duty being paid or tendered shall unnecessarily detain or wilfully obstruct, hinder, or prevent any Carriage or Passenger from passing along the said Railway, or shall make use of any scurrilous or abusive Language to any Treasurer, Clerk, Engineer, or other Officer of the said Company, or to any Passenger upon or to any Person lawfully using the said Railway, then and in every such Case every such Toll Collector shall forfeit and pay for every such Offence any Sum not exceeding Five Pounds.

Recovery of
Rates or
Tolls.

CLXXXVIII. And be it further enacted, That the Tolls, Rates, Tonnages, and other Sums hereby authorized and made payable for the Use of the said Railway, and for the Carriage of Goods, Wares, Merchandize, Matters or Things, Passengers or Cattle, to be carried or conveyed upon such Railway, shall be paid to such Persons, at such Places upon or near the said Railway, in such Manner, and under such Regulations as the said Company at some General or Special General Meeting thereof, or as the said Directors or any authorized Committee thereof, shall, by Notice annexed to the Account or List of Tolls, Tonnages, Rates, and Duties, direct or appoint; and in case of Refusal or Neglect of Payment of such Rates, Tolls, or Duties as have accrued due, on Demand, to the Persons appointed to receive

the same as aforesaid, the said Company may, in case such Tolls, Rates, Tonnages, or Duties shall amount to the Sum of Ten Pounds or upwards, sue for and recover the same by Action of Debt or on the Case in any of His Majesty's Courts of Record; or the Persons to whom such Tolls, Rates, Tonnages, or Duties ought to have been paid may and they are hereby empowered, whether such Rates or Tolls shall amount to the Sum of Ten Pounds or not, to seize the Goods or other Things for or in respect whereof any such Tolls, Rates, Tonnages, or Sums ought to be or to have been paid, or any Part thereof, and the Waggon or other Carriage laden therewith, or any other Goods or Things belonging to the Person liable to pay such Tolls, Rates, Tonnages, or Duties, and detain the same until such Payment shall be made, together with all reasonable Charges for such Seizure and Detention; and if such Goods or other Things shall not be redeemed within Five Days next after the taking thereof, the same shall be appraised and sold, and such Tolls, Rates, Tonnages, or Sums satisfied thereout, as the Law directs in Cases of Distress for Rent in arrear.

CLXXXIX. And be it further enacted, That it shall be lawful for the said Company from Time to Time to let the Tolls, Tonnages, Rates, and Duties by this Act made payable, or any Part thereof, upon the Whole or any Part of the said Railway, to any Corporation or any Person for any Term which they shall think proper, not exceeding Three Years from the Commencement of any such Lease, and to commence in Possession upon or within Three Calendar Months next after granting the same, and every such Lease shall be valid, and the respective Lessees thereof, and also such Persons as such Lessees shall appoint to collect and receive the Tolls, Tonnages, Rates, or Duties so let, shall, during the Continuance of such Lease, be deemed Collectors of the Tolls, Tonnages, Rates, or Duties so let out, for the proper Use of the Lessees thereof, and shall have the same Power and Authority to collect and recover the same, and be subject to the same Rules, Duties, and Penalties, as if they had been appointed for that Purpose by the said Company: Provided always, that public Notice of the Intention to let the said Tolls, Tonnages, Rates, and Duties, or the Part thereof intended to be let, shall be given by the said Company by Advertisement in some Newspaper published within the County wherein the Tolls, Tonnages, Rates, and Duties so intended to be let shall be receivable, at least Fourteen Days prior to any Meeting of the said Company or of the said Directors of such Company at which it may be intended that the said Tolls, Tonnages, Rates, and Duties shall be let as aforesaid.

Company empowered to lease the Rates or Tolls.

CXC. And be it further enacted, That in case any of the Tolls, Tonnages, Rates, or Duties granted by this Act shall be demised or let to farm to any Person 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 agreed to be paid by any such Lessee or Farmer shall be in arrear and unpaid for the Space of Ten Days next after any of the Days on which the same ought to be paid pursuant to the Lease, Agreement, or Contract for

Power of Re-entry in case of Nonperformance of Conditions of Lease of Rates or Tolls.

[*Locpl.*]

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demising

demising or letting the same Tolls, Tonnages, Rates, or Duties; or in case any temporary or other Collector of any of the said Tolls, Tonnages, Rates, or Duties shall be discharged from his Office by virtue of this Act, or shall die, abscond, or absent himself, and any such Collector who shall be so discharged, or the Wife, Widow, or any of the Children or Family or any Representative of any such Collector who shall die, abscond, or absent himself, or be discharged, or any other Person being in Possession of any Toll House, Office, Weighing Machine, or other Building, with the Appurtenances thereto respectively belonging, to be erected or provided under the Powers of this Act, shall, for or within the Space of Seven Days after Demand thereof made in Writing given or left at such Toll House, Office, Weighing Machine, or Building, or at any such Toll Houses, Offices, Weighing Machines, or Buildings, which shall be or have been in the Possession or Occupation of such Collector or Person, (such Demand in Writing to be signed by any Two or more of the said Directors, or by the Secretary or Clerk for the Time being of the said Company,) refuse to deliver up or shall not deliver up Possession of the same; 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 or more Justice or Justices of the Peace acting within his or their Jurisdiction, upon Application made by the said Directors or by the Secretary or Clerk for the Time being of the said Company, by Warrant under the Hand and Seal or Hands and Seals of such Justice or Justices respectively, 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, or other Building, with the Appurtenances thereunto belonging, and to remove and put such Lessee, Farmer, or Collector, or other Person who shall be found therein, together with his Goods and Chattels, from and out of the same and the Possession thereof, and from the Collection of such Tolls, Tonnages, Rates, or Duties, and to put the said Company or their Agent, or their new Lessee, Farmer, or Collector, into the Possession thereof; and thereupon it shall be lawful for the said Company to vacate or determine the Lease, Contract, or Agreement (if any) which was 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 Rents thereby reserved, or other nonperformed or broken Obligations, Covenants, or Agreements 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 Tolls, Tonnages, Rates, or Duties to the same or any other Person, or cause them to be collected in such and the like Manner as if no former Demise, Contract, or Agreement had been made relative thereto.

Owners of
Carriages to
give Account
of Lading.

CXCI. And be it further enacted, That the respective Owners or Persons having the Care of Carriages passing or being upon the said Railway shall give an exact and true Account, in Writing signed by them, to the Collectors of the Rates or Tolls at the respective Places where they shall attend for the Purpose of collecting such Tolls, of
the

the Quantity of Goods and other Things as aforesaid which shall be in or upon the Carriages so belonging to them or under their Care, and from whence such Carriages are brought and where the same are intended to be unloaded or left or taken off the said Railway ; and if the Goods or other Things contained in or upon any such Carriage shall be liable to the Payment of different Tolls, Tonnages, or Duties, then such Owners or other Persons shall specify the respective Quantities liable to each or any of the said Tolls, Rates, Tonnages, or Duties ; and in case any such Owner or other Person as aforesaid shall neglect or refuse to give and deliver such Account, or to produce his Bill of Lading or Way-bill, to any Collector employed by the said Company demanding the same, or shall give a false Account, or shall deliver or take off any Part of his Lading or Goods at any other Place than is mentioned in such Account, with an Intent to avoid the Payment of any of the said Tolls, Rates, Tonnages, or Duties, and shall be thereof convicted before any Justice of the Peace acting for the Jurisdiction wherein the Offence shall be committed, on the Oath of One Witness, every Person so offending shall for every such Offence forfeit and pay to the said Company any Sum not exceeding Forty Shillings for every Ton of Goods, or for any Parcel not exceeding Five Hundred Weight, and so in proportion for any less Quantity of Goods than a Ton or Five Hundred Weight (as the Case may be), which shall be in or upon such Carriage of which such Account shall be so neglected or refused to be given, or concerning which such Bill of Lading or Way-bill shall not be produced as aforesaid, or of which a false Account shall have been given, or which shall be delivered out or taken off, over and above the Rate, Toll, Tonnage, or Duty to which such Goods or Things may be liable under the Authority of this Act.

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

Weight of
Goods ascer-
tained.

CXCIII. And be it further enacted, That if any Difference shall arise between any Collector of the said Rates or Tolls, or any other Officer or Servant of the said Company, and any Owner of or Person having the Charge of any Carriage passing upon the said Railway, respecting the Goods, Articles, or Things in or on such Carriage, or the Rates or Tolls due in respect thereof, it shall be lawful for such Collector or other Officer as aforesaid to detain such Carriage, and to examine, weigh, measure, and gauge, or cause to be examined, weighed, measured, and gauged, such Carriage, and all such Goods, Articles, and Things as shall be therein or thereon ; and in case the same shall, upon such examining, weighing, measuring, or gauging, appear

How any
Differences
as to Weights,
Rates, or
Tolls are to
be adjusted.

appear to be of greater Weight or Quantity or of different Quality than shall be stated in the Account given thereof as aforesaid, then the Person giving in such Account shall pay, and the Owner of such Carriage, and the respective Owners of such Goods and other Things; shall also, at the Option of the said Company, be liable to pay, the Costs and Charges of such examining, weighing, measuring, or gauging, all which Costs and Charges, on Refusal or Neglect of Payment thereof on Demand, shall and may be recovered and levied by and in such Ways and Manner as the said Rates and Tolls are in this Act authorized to be recovered and levied; but if such Goods, Articles, or Things shall appear to be of the same Quantity and Quality, or of less Weight or Quantity than shall be stated in such Account, then the said Company shall pay the Costs and Charges of such examining, weighing, measuring, or gauging, and shall also pay to such Owner or Person having the Charge of such Carriage, and to the respective Owners of such Goods, Articles, or Things, such Damage as shall, if the Parties disagree, appear to any Justice of the Peace acting within his Jurisdiction, on the Oath (or, in the Case of a Quaker, Affirmation) of any credible Witness, to have arisen from or by such Detention; but in case it shall at any Time be made to appear to such Justice, upon the Complaint of the said Company, and upon like Oath or Affirmation, that such Detention, and examining, weighing, measuring, or gauging, was without reasonable Ground or Belief, or that it was vexatious on the Part of such Collector or other Officer as aforesaid, then such Collector or other Officer as aforesaid shall himself pay the Costs and Expences of such examining, weighing, measuring, or gauging, and shall also pay to such Owner or Person, or to the respective Owners of such Goods, Articles, or Things as aforesaid, such Damage as shall appear to and be adjudged by such Justice to have arisen from such Detention; and in default of immediate Payment thereof by the said Company, or by such Collector or other Officer as aforesaid (as the Case may be), the same may be recovered by Distress and Sale of the Goods of the said Company, or of the said Collector or other Officer as aforesaid (as the Case may be), by Warrant under the Hand and Seal of such Justice, rendering the Overplus (if any), upon Demand, after deducting the Costs of such Distress and Sale, to the said Company, or to the said Collector or other Officer as aforesaid, as the Case may require; and in case the said Company shall pay such Damages and Costs, then they shall have Power to recover the same from such Collector or other Person, and have the same Powers of Distress and Sale for the Recovery thereof as are herein given to the Owner or Person having the Charge of such Goods, Articles, or Things as aforesaid.

For settling
Disputes
about the
Amount of
Rates or
Tolls.

CXCIV. And be it further enacted, That if any Dispute shall arise concerning the Amount of the Tolls, Rates, Tonnages, or Duties due to the said Company under this Act, or concerning the Charges occasioned by any Distress to be taken by virtue of this Act, it shall be lawful for the Collector or Person distraining to detain such Distress, or (as the Case may require) the Proceeds of the Sale thereof, until the Amount of the Tolls, Rates, Tonnages, or Duties due, or (as the Case may require) the Amount of Charges of seizing, dis-

training,

training, keeping, or selling such Distress, shall be ascertained by some Justice of the Peace acting within his Jurisdiction, who, upon Application made to him for that Purpose, shall examine the said Matter upon Oath or Affirmation of the Parties or other Witnesses, and determine the Rate or Amount of the Tolls, Rates, or Duties due, or (as the Case may be) of the said Charges; and it shall be lawful for such Justice to assess and award such Costs to be paid by either of the said Parties in dispute to the other of them as he shall think reasonable; and in case of Nonpayment thereof on Demand, such Costs shall be levied by Distress and Sale of the Goods and Chattels of the Party directed to pay the same, by Warrant under the Hand and Seal of such Justice.

CXCV. And be it further enacted, That the respective Owners of Carriages passing or being upon the said Railway, and carrying Passengers or Goods for Pay, Hire, or Reward, shall (if required by the said Company) cause their Names and Places of Abode, and the Numbers, Weights, and Gauges of their respective Carriages, to be delivered in Writing to and entered with the Secretary, Clerk, or other Officer of the said Company appointed for that Purpose, and shall cause such Names, Places of Abode, Numbers, Weights, and Gauges to be painted and continued in large White Capital Letters and Figures on a Black Ground, Two Inches in Height at the least and of a proportionate Breadth, on some conspicuous Part of the Outside of every such Carriage, so as to be always open to View; and every such Owner shall permit every such Carriage to be weighed, measured, and gauged, at the Expence of the said Company, whenever it shall be required by the said Company or by any Person by them appointed for that Purpose; and every Owner or other Person having the Care of any Carriage, or who shall conduct the same upon the said Railway, without such Carriage having been previously weighed, measured, and gauged, and the Weight, Measure, and Gauge thereof, together with the Number thereof, and also the Name and Place of Abode of the Owner thereof, entered with the Secretary, Clerk, or other Officer of the said Company appointed for that Purpose, or without having such Name, Place of Abode, Number, Weight, and Gauge marked upon each such Carriage as herein-before directed, or who shall alter, erase, deface, or hide such Name, Place of Abode, Number, Weight, or Gauge, or any of them, or any Part thereof, or shall exhibit thereon any false Name, Place of Abode, Number, Weight, or Gauge, or shall refuse to permit or shall not permit any such Carriage to be weighed, measured, gauged, or examined as aforesaid, shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

CXCVI. And be it further enacted, That the respective Owners of Engines and Carriages passing or being upon the said Railway shall be and they are hereby respectively made answerable for any Trespass, Damage, or Mischief which may be done by their Engines or Carriages, or by any of the Servants or other Persons belonging to or employed by them, to or upon the said Railway, Machinery, Apparatus, or other Works, Conveniences and Erections made by virtue of this Act, or to or upon the Property of any other Person,

[Local.]

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either

Owners to
put their
Names, &c.
on the Out-
side of their
Carriages.

Owners of
Carriages to
be account-
able for
Damages
done by their
Servants.

either by loading or unloading such Carriages, by Mis-feasance or Non-feasance, or by any Means whatsoever; and every such Owner shall for every such Trespass, Damage, or Mischief, Mis-feasance or Non-feasance, upon Conviction of any such Servant or other Person before some Justice of the Peace acting within his Jurisdiction, either by the Confession of the Party offending, or upon the Oath (or, in case of a Quaker, the Affirmation) of some credible Witness, pay to the said Company or to the Person injured, as the Case may be, the Damages to be ascertained by such Justice, so that the same do not exceed the Sum of Twenty Pounds, and also shall, over and above such Damages, forfeit and pay to the Informer any Sum not exceeding Forty Shillings, and all Costs, Charges, and Expences attending such Conviction; all which Damages, Penalties, Costs, Charges, and Expences shall be levied and raised by Distress and Sale of the Goods and Chattels (if any can be conveniently found) of the Owner of such Carriage, by Warrant under the Hand and Seal of such Justice, and the Surplus (if any) of the Proceeds of such Sale, after Deduction of such Damages, Penalties, Costs, Charges, and Expences, together with the Costs and Charges of such Distress and Sale, shall be returned, upon Demand, to the Owner of such Goods and Chattels; but if the Value or Amount of such Trespass, Damages, or Mischief shall exceed the Sum of Twenty Pounds, the Owner of such Engine or Carriage, his Executors or Administrators, may be sued and prosecuted for the same in any of His Majesty's Courts of Record; and if a Verdict or Judgment shall be given against him, either upon Proof made, or by Default, or upon Demurrer, the Plaintiff in any such Case shall recover his Damages sustained as aforesaid, with full Costs of Suit.

Power to
recover from
Servants
Money paid
for their
Neglect.

CXCVII. Provided always, and be it further enacted, That in case any Owner of any Engine or Carriage passing or being upon the said Railway shall be compelled to pay any Penalty or make any Satisfaction for any Damage by reason of any wilful Act, Neglect, or Default of any of his Servants, every such Servant shall be liable to pay such Penalty or Satisfaction for Damages, or both (as the Case may be), with the Costs attending the same, to such Owner; and in case of Nonpayment thereof on Demand, and Oath (or, in the Case of a Quaker, Affirmation) made by such Owner of the Payment by him of such Penalty and Satisfaction, or either of them, (as the Case may be,) and that the same hath not been repaid to him by such Servant, although demanded, (such Oath or Affirmation being made before any Justice of the Peace acting within his Jurisdiction in which such Damage or Penalty was incurred,) such Penalty and Satisfaction, or either of them, (as the Case may be,) and the Costs aforesaid, shall be levied, by Warrant under the Hand and Seal of such Justice, by Distress and Sale of the Goods and Chattels of such Servant, together with all Costs and Charges attending such Distress and Sale; and the said Penalty and Satisfaction, or either of them, (as the Case may be,) and Costs and Charges as aforesaid, when recovered, shall be paid to such Owner in discharge of such Penalty and Satisfaction, or either of them, and the Costs so by him paid for the wilful Act, Neglect, or Default of such Servant as aforesaid; and in case no sufficient Distress can be had such Justice shall and is hereby

hereby required to commit such Servant to some Common Gaol or House of Correction within the District within which such Offence shall have been committed, there to remain, without Bail or Mainprize, for any Term not exceeding Three Calendar Months.

CXCVIII. And be it further enacted, That no Carriage shall carry at any One Time upon the said Railway, including the Weight of such Carriage, more than Four Tons Weight, except in any One Piece of Timber, Block of Stone, Boiler, Cylinder, Bob, or single Piece of Machinery, or other single Article, which shall nevertheless not exceed the Weight of Eight Tons (except by special Permission in Writing of the said Company), including the Weight of the Carriage, and for and on account whereof the said Company are hereby authorized to demand, receive, and recover such Rates as they may from Time to Time direct or appoint, not exceeding Four-pence *per* Ton *per* Mile, exclusive of such Sum as the said Company shall think proper to charge for the Use of the locomotive Engine or other motive Power for the drawing or propelling the same, if provided by the said Company; and no Piece of Timber, Stone, Machinery, or other Article exceeding the Weight of Eight Tons, including the Weight of the said Carriage, shall be carried upon any Part of the said Railway without the special Licence of the said Company or their Agents, and for and on account of the Passage of which along the said Railway the said Company are hereby authorized to demand, receive, and recover such Sums as they may deem proper.

Weights allowed to be carried.

CXCIX. And be it further enacted, That it shall be lawful for the said Company from Time to Time to make such Orders and Regulations as they shall think proper for regulating the Travelling upon and Use of the said Railway, and the Times when the same shall be open for Use, and for or relating to Travellers and Carriages passing upon the said Railway, and for or relating to the Mode or Means by which, and the Speed at which, such Carriages shall from Time to Time be moved or propelled, and the Times of their Departure from, Stoppage, and Arrival at any Place or Places, and the loading or unloading thereof respectively, and the Weights which they shall respectively carry, and the Delivery of Goods, Chattels, and other Things which shall be conveyed in or upon such Carriages, and also for preventing the smoking of Tobacco and the Commission of any other Nuisance in or upon any such Carriages, or in or at any of the Stations occupied by or belonging to the said Company, and generally for regulating the passing upon, using, or working the said Railway and other Works by this Act authorized, or in anywise relating thereto respectively; and all such Orders and Regulations, when published and affixed in the same Manner as the Bye Laws are by this Act directed to be published and affixed, shall be binding upon and be conformed to by the said Company, and by all Owners of and Persons having the Care or Conduct of such Carriages, and by all Persons using or working or being upon the said Railway and other Works, and by all Travellers and Passengers passing upon the said Railway, upon pain of forfeiting and paying a Sum not exceeding Five Pounds, which the said Company may attach to every Default: Provided always, that in every Case of Infraction or Non-observance

Company to regulate the Passage on the Railway.

observance of any such Rules and Regulations which shall be attended with Danger to the Public or Annoyance to Travellers, or which shall obstruct or hinder the said Company in their due and lawful Use and Working of the said Railway, it shall be lawful for the said Company and their Agents summarily to interfere to obviate such Danger, or to remove or prevent such Obstruction, Nuisance, or Hindrance, either by removing from the said Railway any Engine or Carriage which shall be used or worked thereon in contravention of any such Rules or Regulations, or any Person infringing thereon or otherwise, as the Necessity of the Case may require.

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

CC. And be it further enacted, That no Carriage shall pass along or upon the said Railway or any Part thereof, or the Works connected therewith, (except in directly crossing the same, as herein authorized, for the Occupation of the respective Lands through which such Railway shall be laid, or in passing any public or private Carriage Road which may happen to cross the said Railway,) unless such Carriage shall at all Times, so long as it shall be used or shall be on the said Railway and Works, or any Part thereof, remain and be of such Construction and in such State and Condition as the Rules and Regulations of the said Company may at the Time require, which Rules and Regulations the said Company are hereby expressly required to make, and are authorized wholly or partially to alter or revoke from Time to Time, with Power to make new Rules and Regulations from Time to Time in lieu of or in addition to any former Rules and Regulations: Provided always, that all the Rules and Regulations which the said Company may from Time to Time make in regard to such Carriages shall, before they have any Effect as Rules and Regulations, be published once in some one Newspaper of every County through which the said Railway shall pass, and such Publications as aforesaid shall be deemed and taken to be sufficient for all Purposes, and to be express Notice of all such Rules and Regulations to all Persons and Companies whomsoever; and the Production of a Newspaper of each of such Counties, containing a Notice purporting to be a Notice of the Rules and Regulations of the said Company, shall for all Purposes be considered sufficient Evidence of the due Making and Publication of such Rules and Regulations: Provided also, that if any Dispute shall at any Time arise between the said Company and the Owner of any such Carriage as to the State or Condition of any such Carriage, in reference to the then existing Rules and Regulations of the said Company, such Disputes shall, when and as they may arise, be immediately referred to Three indifferent Persons, one to be appointed by the said Company, and another by the Owner of any such Carriage, and the Third to be appointed by the Two first appointed, previous to their entering on the Business of the Reference; and the Decision in Writing of such Three Arbitrators and their Umpire, or of any Two of them (as the Case may be), shall be final and conclusive, and which Decision they are hereby required to make; and if either the said Company or the said Owner shall for Ten Days after being so required in Writing by the other of them neglect or refuse to appoint a Referee to act on their or his Behalf, then the Referee of the other Party shall alone make a final Decision in Writing; and such Award or Decision shall, upon Proof of the

Signatures

Signatures thereto, be admitted in all Courts, and before all Judges, Justices, and others, as sufficient Evidence for all Purposes whatsoever of all the Facts therein stated ; and if any Carriage, not being in the State and Condition which the Rules and Regulations of the said Company in existence at that Time may require, shall pass or be upon any Part of the said Railway or the Works connected therewith, (except as aforesaid,) the Owner thereof, or his Servant having for the Time being the Charge of any such Carriage, shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

CCI. And whereas for the greater Security of Passengers and other Persons travelling upon and using the said Railway it is expedient that the locomotive Engines to be from Time to Time used in drawing or propelling Carriages upon or along the said Railway should be under the Control of the said Company ; be it therefore enacted, That no locomotive or other Engine or other Description of motive Power shall at any Time be brought or be upon or be used on the said Railway unless the same shall first have been approved of by the said Company ; and it shall be lawful for the said Company and they are hereby required, within Twenty-one Days after Notice given to them by any Person desirous of bringing any such Engine on the said Railway, to cause their Engineer or other Agent by them appointed in that Behalf to inspect and examine such Engine at any Place within Five Miles of the said Railway, and report thereon to the said Company ; and such Engineer or other Agent shall and he is hereby required, within Ten Days after such Report, to give to the Party requiring the same a Certificate stating whether such Engine is or is not fit and proper to be used on the said Railway, and whether he approves or disapproves of the same ; and it shall be lawful for the said Company from Time to Time, upon any Engine used upon the said Railway being out of repair or unfit to be used upon the said Railway, to order the same to be taken off or to forbid the same to be used upon the said Railway ; and in case any Person shall bring or use upon the said Railway or any Part thereof any locomotive or other Engine without having first obtained such Certificate of Approval by the Company's Engineer as aforesaid, or in case, after Notice given by the said Company, their Engineer or Agent, to remove from or not to use upon the said Railway or any Part thereof any insufficient Engine as aforesaid, the Person to whom such Engine shall belong shall not forthwith remove the same, or shall use any such Engine upon the said Railway or any Part thereof without having first repaired the same to the Satisfaction of the said Company, and obtained such Certificate of Approval in Writing by the Company's Engineer or Agent as aforesaid, every such Person shall forfeit and pay any Sum not exceeding Twenty Pounds for every such Offence ; and the said Company are hereby authorized to remove any such Engine from the said Railway, doing as little Damage to such Engine as conveniently may be.

CCII. Provided always, and be it further enacted, That it shall be lawful for the respective Owners and Occupiers of Land through which the said Railway shall be made, and their respective Servants and Workmen, (except in Cases in which the said Company shall at
 [Local.] 7 P their
 Owners and Occupiers of adjoining Land to cross the Railway

without Pay-
ment of Toll.

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

Right of
Owners and
Occupiers to
cross the
Railway to
cease when
proper Com-
munications
are made.

CCIII. Provided always, and be it further enacted, That so soon as the said Company shall have built, formed, and constructed proper Bridges, Archways, Culverts, or Passages over or under the said Railway, and communicating between the Lands of the Owner or Owners respectively on one Side of the said Railway and the Lands of the same Owner or respective Owners on the other Side of the said Railway, together with lateral Paths or Roads along each Side of the said Railway from each of such Bridges, Archways, Culverts, or Passages to the other or others of them, within the respective contiguous Lands of each such Owner, the Right of every such Owner from or between and along whose Lands any Bridges, Archways, Culverts, or Passages, and Paths or Roads, shall have been made, and also of the Occupier of such Lands, and the Servants and Workmen of every such Owner and Occupier, to pass over the said Railway, and to ride, lead, or drive any Horse, Mule, or Ass, Cow or other Cattle, Sheep, Swine, or other Beast, across the said Railway, pursuant to the Power herein-before contained, shall cease, determine, and be at an end.

Railway not
to be used as
a Passage for
Cattle.

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

Penalty on
Persons tra-
velling on
Foot on the
Railway.

CCV. And whereas it may be attended with very great Danger if the said Railway should be used by Persons on Foot; be it therefore enacted, That if any Person shall be, travel, or pass on Foot upon the said Railway, or upon any Part thereof, without the Licence and Consent of the said Company, (unless for the Purpose of attending any Carriage under his Care, and except the respective Owners or Occupiers

Occupiers of Land through which the said Railway shall pass, and their respective Servants, in passing across or over the same as hereinbefore authorized,) every Person so offending shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

CCVI. And be it further enacted, That if any Person shall throw or place, or wilfully or carelessly scatter or drop, any Gravel, Stone, Rubbish, or other Matter or Thing upon any Part of the said Railway, or shall extinguish any Light or Lamp set up on or near the said Railway or other Works, unless by Authority of the said Company, or their Agents or Officers; or shall wilfully obstruct or prevent any Person acting in the lawful Execution of this Act, or shall do any Act, Matter, or Thing to obstruct the free Passage of the said Railway or any Part thereof, he and every Person actually or constructively aiding or assisting therein shall respectively forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Penalty on obstructing the free Course of the Railway.

CCVII. And be it further enacted, That if any Person shall obstruct or prevent any Person to be employed by the said Company in setting out the Line of the said Railway, or engaged in the Construction thereof or of any Part thereof, or shall pull up or remove any Stakes that may have been driven into the Ground for the Purpose of setting out the Line of the said Railway, he shall forfeit and pay any Sum not exceeding Five Pounds nor less than Twenty Shillings for every such Offence.

Penalty for obstructing Persons employed in making the Railway.

CCVIII. And be it further enacted, That if the Loading of any Carriage using the said Railway shall be suffered to extend more than Two Feet over and beyond the Flanch or Lip of each or any Wheel of such Carriage, or if any Carriage or any Goods or Things shall be placed or suffered to remain on any Part of the said Railway or other Works so as to endanger or obstruct the Passage or Working thereof, and if the Person having the Care of such Carriage, Goods, or Things shall not immediately upon Request made by any Person remove the same, then and in every such Case, and without Prejudice to any other Provision in this Act contained, it shall be lawful for any Agent, Officer, or Servant of the said Company to cause any such Carriage, Goods, or Things to be unloaded if necessary, and to be removed in such Manner as shall to him seem proper for preventing, terminating, or removing such Danger or Obstruction; and such Person so offending shall forfeit and pay for every such Offence any Sum not exceeding Forty Shillings for every Hour during which such Obstruction shall continue after the making of such Request, and so in proportion for any less Time than an Hour; and it shall be lawful for any Agent or Servant of the said Company to detain such Carriage, Goods, Chattels, or Things, or any Part thereof, until the Expences occasioned by such Unloading, Removal, or Detention shall be paid; and the said Company shall not, nor shall any Agent or Officer of the said Company, be liable or accountable for any Damage or Loss occasioned by any such Unloading, Removal, or Detention, or for any Delay occasioned thereby, or in any other way relating thereto, except for wilful Damage done to any Carriage, Goods, or Things so unloaded, removed, or detained, nor shall they or he be held

Penalty for obstructing Carriages, &c.

held liable for the safe Custody of any such Carriage, or any Goods, Chattels, or Things which shall be so detained, unless the same shall be wrongfully detained by the said Company, or by the said Agent or Officer, and then only for so long Time as the same shall be so detained.

Penalty for
destroying
Works.

CCIX. And be it further enacted, That if any Person shall wilfully and to the Detriment of the said Undertaking or of the said Company injure, break, throw down, destroy, steal, or feloniously take away any Part of the said Railway or other Works erected or made by virtue of this Act, or any Part of the Materials of any such Works, so as that the Construction, Use of, or Passage on such Railway shall be liable to be obstructed, impeded, or otherwise interrupted, every Person being lawfully convicted of any such Offence shall be subject and liable to such Pains and Penalties as the Law directs in Cases of Simple Larceny, or, at the Option of the Prosecutor, as in Cases of Trespass on summary Conviction.

Punishment
of Persons in
the Service of
the Company
for Drunken-
ness.

CCX. And be it further enacted, That if any Person in the Service for the Time being of the said Company shall be found on any Part of the said Railway, or within any of the Stations, Warehouses, or other Premises connected therewith, to be in a State of Drunkenness, every such Person shall for every such Offence forfeit and pay a Sum not exceeding Twenty Shillings nor less than Five Shillings.

Company
empowered
to contract
with other
Railway
Companies.

CCXI. 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 any thing in this Act contained, it shall be lawful for the said Company, and they are by this Act empowered, from Time to Time, by an Order of any General or Special Meeting of the said Company, to make and enter into any Contract or Agreement with any other Railway Company or any other Person (and which Contract or Agreement all other Railway Companies and other Persons are hereby authorized and empowered to make and enter into), either for the Division or Apportionment of Tolls, Tonnages, Rates, and Duties, or for the Passage over or along the Railway or any Part thereof by this Act authorized to be made of any Engines, Coaches, Waggons, or other Carriages of or belonging to any other Railway Company or other Person, or which shall pass over or along any other Line of Railway, of any Engines, Coaches, Waggons, or other Carriages which shall belong to the Company hereby incorporated, or pass over or along their Line of Railway, upon the Payment of such Tolls, Tonnages, 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 or other Person that may be deemed advisable; and that such Contracts may contain such Covenants, Clauses, Provisoes, 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,

Contract not
to affect Per-
sons not

or diminish any of the Tolls, Tonnages, Rates, 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, Tonnages, Rates, and Duties, as they would have been in case no such Contract had been entered into, nor shall any such Contract give any Preference or Advantage to any Company or Person Party thereto over any other Company or Person, but all such Companies and Persons so contracting shall, notwithstanding such Contract, pay the same Amount of Tolls, Tonnages, Rates, and Duties as shall from Time to Time be charged to other Companies or Persons not being Parties to such Contracts; and no Party or Person using the said Railway shall be liable to pay any greater Amount of Toll, Tonnage, Rate, or Duty for or in respect of any Carriage, Passenger, Goods, Articles, Matters, or Things carried or conveyed upon or along or using the said Railway than any of such Railway Companies.

Parties
thereto.

CCXII. And be it further enacted, That in all Indictments, Informations, or legal Proceedings whatsoever to be preferred, instituted, or carried on against any Person for feloniously taking, stealing, or embezzling, or for destroying, damaging, or injuring, removing or carrying away any Goods, Chattels, or Property of or belonging to the said Company, or any Goods, Chattels, or Property in their Custody or Possession, or in the Custody or Possession of any Officer or Servant of the said Company, for and on behalf of the said Company, or for and on behalf of any other Person or Corporation having deposited such Goods, Chattels, or Property in the Care or Custody of the said Company or other their Officers or Servants, or any Goods, Chattels, or Property in or on the said Railway, or any of the Yards, Stations, Works, Warehouses, or Premises belonging to the said Company, and in all other Indictments, Informations, or legal Proceedings whatsoever of or concerning such Goods, Chattels, or Property respectively, it shall be sufficient to describe and refer to such Goods, Chattels, and Property respectively as the Goods, Chattels, and Property of the said Company; and in case the same shall have been so as aforesaid feloniously taken, stolen, or embezzled, or removed or carried away, to allege that the same were so feloniously taken, stolen, embezzled, or removed or carried away (as the Case may be) from the said Company; and it shall be sufficient, on the Trial or Hearing of any such Indictment, Information, or other legal Proceeding, to prove that at the Time when such Goods, Chattels, and Property respectively were so feloniously stolen, taken, or embezzled, or so damaged, destroyed, or injured, or carried away, or when other the Matter or Thing complained of in such Indictment, Information, or other legal Proceeding took place, such Goods, Chattels, and Property were in or on the said Railway, or some of the Yards, Stations, Works, Warehouses, or Premises belonging to the said Company, or in the Custody or Possession of some Officer or Servant of the said Company, for and on behalf of the said Company, or for

Indictments,
Informa-
tions, &c.
how to be
preferred or
instituted.

[*Local.*]

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and

and on behalf of some Person or Corporation having deposited the same with the said Company, without any other Proof of Property.

Damages and Charges in case of Dispute to be settled by Two Justices.

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

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

CCXIV. And be it further enacted, That whenever any Money shall by any Justice of the Peace be ordered to be paid, in pursuance of this Act, as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage or Injury of any Nature or Kind soever done or committed by the said Company, or by any Person acting by or under their Authority, and such Money shall not be paid by the said Company to the Party entitled to receive the same within Fourteen Days after Demand in Writing shall have been made upon the said Company in pursuance of the Direction or Order made by such Justice, and in which Demand the Order of such Justice shall be stated, and a Copy of which Order shall be served upon such Company or their Secretary or Clerk, together with such Demand, then and in such Case the Amount of such Compensation or Satisfaction shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the said Company, under a Warrant to be issued for that Purpose by such Justice, which Warrant any such Justice is hereby authorized and required to grant under his Hand and Seal on Application made to him for that Purpose by the Party entitled to receive such Money; and in case any Overplus shall remain after Payment of such Money, and the Costs and Expences of hearing and determining the Matter in dispute, and also the Costs and Expences of such Distress and Sale, then such Overplus shall be returned to the said Company.

Recovery and Application of Penalties.

CCXV. And be it further enacted, That all Penalties and Forfeitures inflicted or imposed by this Act, or by virtue of any Bye Law, Rule, or Order made in pursuance thereof, (the Manner of levying or recovering whereof is not herein otherwise particularly directed,) may, in case of Nonpayment thereof, be recovered in a summary Way by the Order and Adjudication of any Two Justices of the Peace acting within their Jurisdiction, on Complaint to them for that Purpose made;

made; and such Penalties and Forfeitures shall and may afterwards be levied, as well as the Costs (if any) of such Proceedings, on Non-payment, by Distress and Sale of the Goods and Chattels of the respective Offenders or Persons liable to pay the same, by Warrant under the Hands and Seals of such Justices; and the Overplus (if any) of the Money so raised and recovered, after discharging such Penalty or Forfeiture and the Costs and Expences as aforesaid, shall be returned, on Demand, to the Party whose Goods and Chattels shall be distrained; all which Penalties and Forfeitures, not herein directed to be otherwise applied, shall be paid, One Moiety to the Informer, and the Remainder to the said Company, for the Use and Benefit of the said Company, unless such Penalties or Forfeitures shall be incurred by the said Company, in which Case the same shall be paid, One Moiety to the Informer, and the Remainder to the Churchwarden of the Parish, Township, or Place within which the Offence shall be committed, to be applied by such Churchwarden in aid of the Poor Rate of such Parish, Township, or Place, (if any), and if not, towards the County or Highway Rate payable therefrom; and in case such Penalties or Forfeitures shall not be forthwith paid it shall be lawful for such Justices and they are hereby required to order the Offender so convicted to be detained in safe Custody until Return can be conveniently made to such Warrant of Distress, unless such Offender shall give sufficient Security, to the Satisfaction of such Justices, for his Appearance before any such Justices, or before some other Justices of the Peace having Jurisdiction, at such Time as shall be appointed for the Return of such Warrant of Distress (such Time being not more than Ten Days from the taking of such Security), and which Security any of the said Justices are hereby empowered to take by way of Recognizance or otherwise; but if upon the Return of any such Warrant it shall appear that no sufficient Distress could be had whereupon to levy the said Penalties or Forfeitures and such Costs and Expences as aforesaid, and the same shall not be forthwith paid, or in case it shall appear to the Satisfaction of such Justices, upon the Confession of the Offender or otherwise, that he hath not sufficient Goods and Chattels whereupon such Penalties, Forfeitures, Costs, and Expences could be levied if a Warrant of Distress should be issued, such Justices shall not be required to issue such Warrant of Distress, but they are hereby required by Warrant under their Hands and Seals to commit such Offender to some Common Gaol or House of Correction for the County, Town, or Place within their Jurisdiction, there to remain for any Time not exceeding Three Calendar Months, or until such Penalty or Forfeiture shall be paid and satisfied, together with all Costs and Charges attending such Proceedings as aforesaid, to be ascertained by such Justices, or until such Offender shall otherwise be discharged by due Course of Law.

CCXVI. And be it further enacted, That in all Cases in which by this Act any Penalty or Forfeiture is made recoverable by Information before any Justice of the Peace, it shall be lawful for the Justice of the Peace, acting within his Jurisdiction, before whom Complaint shall be made for any Offence committed against the Provisions of this Act, or against any Bye Law, Order, or Rule made in pursuance hereof, to summon before him the Party complained against, and on such

Justices may proceed by Summons in the Recovery of Penalties.

such Summons to hear and determine the Matter of such Complaint, and on Proof of the Offence to convict the Offender, and to adjudge him to pay the Penalty or Forfeiture incurred, and to proceed in the Recovery of the same, although no Information in Writing or in Print shall have been exhibited before such Justice; and all such Proceedings by Summons without Information in Writing or in Print shall be as valid and effectual to all Intents and Purposes as if an Information in Writing or in Print had been exhibited.

For securing
transient
Offenders.

CCXVII. And be it further enacted, That it shall be lawful for any Collector, Surveyor, or other Officer or Servant of the said Company, and such Persons as he shall call to his Assistance, to seize and detain any Person whose Name or Residence shall be unknown to such Collector, Surveyor, or other Officer or Servant, who shall commit any Offence against the Provisions of this Act, and to convey him with all convenient Despatch before some Justice of the Peace within whose Jurisdiction such Offence shall be committed, without any other Warrant or Authority than this Act for so doing; and such Justice is hereby empowered and required to proceed immediately to the Conviction or Acquittal of each such Offender.

Forms of
Information
and Convic-
tion.

CCXVIII. And be it further enacted, That all Justices of the Peace before whom any Person shall be informed against or convicted for or in respect of any Offence against this Act may cause the Information (whenever an Information shall be taken in Writing or Print) and the Conviction respectively to be drawn up according to the following Forms, or any other Forms to the same Effect, as the Case may require; (that is to say,)

Form of
Information.

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

Form of
Conviction.

‘ } **BE** it remembered, That on the Day
‘ to wit. } of in the Year of our Lord
‘ *A.B.* is convicted before me *C.D.*, one [*or C.D. and E.F. Two*]
‘ of His Majesty’s Justices of the Peace for the County, Riding,
‘ Borough, or Town of [*here describe the Offence,*
‘ *and the Time and Place when and where committed*], contrary to
‘ an Act passed in the Year of the Reign of King
‘ *William* the Fourth, intituled [*insert the Title of this Act*].
‘ Given under my Hand and Seal [*or our Hands and Seals*] the Day
‘ and Year first above written. *C.D.* [*or C.D. and E.F.*.]’

CCXIX. And

CCXIX. And be it further enacted, That where any Distress shall be made for any Money to be levied by virtue of this Act, the Distress itself shall not be deemed unlawful, nor the Party making the same be deemed a Trespasser, on account of any Defect or Want of Form in the Summons, Conviction, Warrant of Distress, or other Proceedings relating thereto, nor shall the Party distraining be deemed a Trespasser *ab initio* on account of any Irregularity which shall be afterwards committed by the Party distraining, but the Person aggrieved by such Defect or Irregularity shall and may recover full Satisfaction for the special Damage by him proved to be sustained in an Action upon the Case.

Distress not
unlawful for
Want of
Form.

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

Proceedings
not to be
quashed for
Want of
Form.

CCXXI. And be it further enacted, That all Persons and Corporations who may think themselves aggrieved by any Bye Law, Rule, or Order of the said Company or of the said Directors, or any Order or Judgment given in pursuance thereof, other than such as affect the said Company, and also the said Company and all other Corporations and Persons who may think themselves aggrieved by any Order, Judgment, or Determination of any Justice or Justices of the Peace relating to any Matter or Thing in this Act mentioned or contained, and for which no Power of Appeal is by this Act specifically given, may, within Four Calendar Months next after any such Order, Judgment, or Determination shall have been made or given, appeal to the Justices of the Peace at any General or Quarter Sessions to be held for the County, Riding, Town, Borough, or Place where the alleged Cause of Appeal shall arise, first giving Twenty-one Days Notice in Writing of such Intention to appeal, and of the Grounds and Nature thereof, to the Corporation or Person against whom such Complaint is intended to be made, or to the said Company (as the Case may be), and forthwith after such Notice, and, in the Case of an Individual appealing, entering into Recognizance before some Justice or Justices of the Peace with Two sufficient Sureties conditioned to try such Appeal, and to appear, and abide the Order and Award of the said Court thereon; and the said Justices shall in a summary Way either hear and determine the said Complaint at such General or Quarter Sessions, or if they think proper adjourn the hearing thereof to the following General or Quarter Sessions of the Peace to be held for such County, Riding, Town, Borough, or Place; and the said Justices may, if they see Cause, mitigate any Penalty or Forfeiture, and may order any Money to be returned which shall have been levied in pursuance of such Rule, Bye Law, Order, or Determination, or summary Conviction, and may also order any such further Satisfaction to be made to the Party injured as they shall judge reasonable, and may also order such Costs to be paid to the Party aggrieved by the Party aggressing as they in their Judgment shall think just and reasonable, and may levy, raise, and pay over the

Persons
aggrieved
may appeal
to Quarter
Sessions.

[*Local.*]

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same,

same, with reasonable Costs, by Order of Court, as is usual in like Cases or Orders of Justices in Sessions.

Justices to
appoint
Special Con-
stables.

CCXXII. And be it further enacted, That it shall be lawful for Two or more Justices of the Peace acting within their Jurisdiction, and they are hereby required, from Time to Time to appoint such fit and proper Persons as shall be nominated to them by any Three of the Directors of the said Company in Writing for that Purpose, to be Special Constables, within the Limits of the respective Jurisdictions of such Justices, upon the said Railway and other Works, or within Five hundred Yards thereof; and every Person so appointed shall make a Declaration in due Form of Law before any of the said Justices of the Peace, duly to execute the Office of a Constable for the said Premises; and every Person so appointed and sworn as aforesaid shall have Power to act as a Constable for the Preservation of the Peace and for the Security of Persons and Property against Felonies and other unlawful Acts within the Limits of the said Premises of or belonging to the said Company, or within Five hundred Yards thereof, without reference to any Parochial or County or other Division or Boundary, and he and they shall have, use, exercise, and enjoy all such Powers, Authorities, Protections, and Privileges for the apprehending Offenders as well by Night as by Day, and for doing therein all Acts, Matters, and Things for the Prevention, Discovery, and Prosecution of Felonies and other Offences, and for the Preservation of the Peace, as Constables duly appointed now have by the Laws and Statutes of this Kingdom; and it shall be lawful for the said Justices, or any Three or more Directors of the said Company, to dismiss or remove any such Constable from his Office of Constable; and upon every such Dismissal or Removal all Powers, Authorities, Protections, and Privileges by virtue of such Appointment as aforesaid vested in any Person so dismissed or removed shall wholly cease.

General
Power for
Justices to
administer
Oaths.

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

Persons
making false
Declarations
to be guilty
of Mis-
demeanor.
5 & 6 W. 4.
c. 62.

CCXXIV. And be it further enacted, That where in this Act a Declaration is directed to be used for the Purpose of Confirmation of written Instruments or Allegations, or of the Execution of Deeds or other Matters, the same shall be made in the Form prescribed in the Schedule to an Act passed in the Fifth and Sixth Year of the Reign of His present Majesty, intituled *An Act to repeal an Act of the present Session of Parliament, intituled 'An Act for the more effectual Abolition of Oaths and Affirmations taken and made in various Departments of the State, and to substitute Declarations in lieu thereof, and for the more entire Suppression of voluntary and extrajudicial Oaths and Affidavits;'* and to make other Provisions for the Abolition of unnecessary Oaths, or as near thereto as the Circumstances of the Case will admit, and shall be of the like Force and Effect as if an Affidavit or Affirmation in Writing had been

been made ; and if any Declaration so made shall be false or untrue in any material Particular, the Person wilfully making such false Declaration shall be deemed guilty of a Misdemeanor.

CCXXV. And be it further enacted, That if any Person who shall be summoned as a Witness to attend and give Evidence before any Justice of the Peace acting within his Jurisdiction, or other Person by this Act authorized to require the same, touching any Matter or Fact contained or involved in or affecting any Information, Order, or Complaint laid in pursuance of or for any Offence committed against the Provisions of this Act, or any Matter which is hereby referred to any Justice of the Peace, either on the Part of the Prosecutor, or on the Part of the Party summoned or accused, shall refuse or neglect to or shall not appear at the Time and Place to be for that Purpose appointed in such Summons, having been paid or tendered a reasonable Sum for his Costs and Expences, without showing, to the Satisfaction of the Justice or other Person before whom he has been summoned to appear, a reasonable Excuse for his Refusal or Neglect so to appear, or appearing shall refuse to be examined upon Oath (or, in case of a Quaker, on Affirmation), to give Evidence before such Justice or other Person by this Act authorized to require the same, then and in any of the said Cases every such Person so neglecting, refusing, or making default shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

For compelling Witnesses to attend.

CCXXVI. And be it further enacted, That in all Actions, Suits at Law or in Equity, and in all Proceedings under this Act, or otherwise, against or by or on behalf of the said Company, and in all Arbitrations, References, or other Proceedings in or consequent upon or arising out of any such Actions, Suits, or Proceedings, it shall be lawful for any Two or more of the Directors of the said Company to make, sign, seal, execute, and deliver such general or other Releases as may be or may be deemed necessary for the Purpose of exonerating, releasing, and discharging any Person who shall or may be produced as a Witness in any Action, Suit, Arbitration, Reference, or other Proceeding as aforesaid, from any Claim or Demand which may be necessary to be released by the said Company so as to qualify such Person to give Evidence as a Witness in any such Action, Suit, Arbitration, Reference, or other Proceeding as aforesaid, and also to do any other Act, Matter, or Thing in any such Action, Suit, Arbitration, Reference, or other Proceeding which any sole Plaintiff or Defendant may do in any Action, Suit, Arbitration, Reference, or other Proceeding ; and every such Release, Act, Matter, and Thing shall be as valid and effectual in all respects and to all Intents and Purposes whatsoever as if the same were made under the Seal of the said Company.

Directors empowered to grant Releases to Witnesses.

CCXXVII. And be it further enacted, That in all Cases of Prosecution against any Person breaking, violating, or infringing the Bye Laws, Rules, or Orders of the said Company, the Production of a written or printed Paper or Parchment, purporting to be a true Copy of the Bye Laws, Rules, or Orders of the said Company, and authenticated by having the Common Seal of the said Company affixed thereto, shall be Evidence of the Existence and of the due making of such Bye Laws,

Authenticated Bye Laws, &c. to be Evidence.

Laws, Rules, or Orders; and it shall be sufficient to prove orally, without the Production of any examined Copy, that a printed Paper or painted Board containing a Copy of such of the Bye Laws, Rules, or Orders as shall subject any Person (not being a Proprietor of the said Company) to any Fine or Penalty hath been affixed and published in manner by this Act directed, and in case of its being afterwards displaced or damaged hath been replaced as soon as conveniently might be, unless Proof shall be adduced by the Defendant that such printed or written Paper or Parchment or painted Board is not a Copy of such Bye Laws, Rules, or Orders, or hath not been duly affixed and generally continued in manner by this Act directed.

What shall
be good
Service of
Notice on
the Company.

CCXXVIII. And be it further enacted, That in all Cases in which it may be necessary for any Person or Corporation to serve any Summons or Demand, or any Notice, or any Writ or other Proceeding at Law or in Equity, upon the said Company, personal Service thereof upon the Clerk or Secretary of the said Company, or leaving the same at any Office of the said Company or of such Clerk or Secretary, or delivering the same to some Inmate at such Office of the said Company, or at the last or usual Place of Abode of such Clerk or Secretary, or in case the same respectively shall not be found or known, then personal Service thereof upon any one Director of the said Company, or delivering the same to some Inmate of the last or usual Place of Abode of such Director, shall be deemed good and sufficient Service of the same respectively on the said Company.

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

CCXXIX. And be it further enacted, That in all Cases in which it may be necessary for the said Company to serve any Summons or Demand, or any Notice, or any Writ or other Proceeding at Law or in Equity, or otherwise, upon any Person or Corporation under the Provisions of this Act, personal Service thereof respectively upon such Person, or upon the Clerk or other Officer of such Corporation, or leaving the same at the Office of any such Corporation, or delivering the same to some Inmate at the Office of such Corporation, or at the last or usual Place of Abode of such Person, or of such Clerk or other Officer of such Corporation, or at the Office of such Clerk or other Officer, shall be deemed good and sufficient Service of such Summons, Demand, Notice, Writ, or other Proceeding or Process respectively upon such Person or Corporation (as the Case may be), except in Cases in which any other Mode of Service is by this Act particularly directed: Provided always, that every Summons, Demand, or Notice, or other Document requiring Authentication by the said Company, may be signed by One Director, or by the Treasurer, Clerk, or Secretary of the said Company, and need not be under the Common Seal of the said Company, and may be in Writing or printed, or partly in Writing and partly printed.

How Debts
to be proved
in case of
Bankruptcy.

CCXXX. And be it further enacted, That in case any Person who shall be indebted to the said Company, or against whom the said Company shall have any Claim or Demand, shall become bankrupt or insolvent, the Clerk or Secretary or Treasurer of the said Company for the Time being shall have and exercise all the same Powers and Privileges, and may do all the same Acts as to the Establishment or
Proof

Proof of Debts, voting in the Choice of Assignees, and signing Certificates, and otherwise in respect of or relating to the Claim or Demand of the said Company, as any Person being a Creditor of such Bankrupt or Insolvent in his own Right, or a Claimant against his Estate, would have or might have done in respect of his Debt or Claim.

CCXXXI. And be it further enacted, That no Action, Suit, or Information, nor any other Proceedings of any Nature soever, shall be brought, commenced, or prosecuted against any Person or Corporation for any thing done or omitted to be done in pursuance of this Act, or in the Execution of the Powers or Authorities or any of the Orders made, given, or directed in or by this Act, unless Twenty Days previous Notice in Writing shall be given by the Party intending to commence and prosecute such Action, Suit, Information, or other Proceeding to the intended Defendant, nor unless such Action and Information or other Proceeding shall be brought or commenced within Six Calendar Months next after the Cause of Action shall arise, (or in case there shall be a Continuation of Damage, then within Six Calendar Months next after such Cause of Action shall have ceased,) nor unless such Action, Suit, or Information shall be laid and brought in the County or Place where such Cause of Action shall arise; and the Defendant in such Action, Suit, Information, or other Proceeding may plead the General Issue, and give this Act and the special Matter in Evidence at any Trial to be had thereupon, and that the Acts or Things were done or omitted to be done in pursuance of or by the Authority of this Act; and if they shall appear to have been so done or to have been so omitted to be done, or if it shall appear that such Action, Suit, Information, or other Proceeding shall have been brought otherwise than as herein-before directed, then and in every such Case the Jury shall find for the Defendant; upon which Verdict, or if the Plaintiff shall become nonsuited, or shall suffer a Discontinuance of his Action, Suit, Information, or other Proceeding, after the Defendant shall have appeared thereto, or if a Verdict shall pass against the Plaintiff therein, or if upon Demurrer or otherwise Judgment shall be given against the Plaintiff, the Defendant shall have his Costs, and shall have such Remedy for recovering the same as Defendants have for recovering Costs of Suit by Law in other Cases.

Limitation of
Actions.

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

Plaintiff not
to recover
after Tender
of Amends.

[*Local.*]

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CCXXXIII. And

Directors not personally liable for Acts legally done as Directors.

CCXXXIII. And be it further enacted, That none of the Directors of the said Company hereby appointed or hereafter to be appointed under the Authority of this Act shall, by reason or means or on account of his being Party to, or making, signing, or executing, in his Capacity of Director of the said Company, pursuant to this Act, any Contract, Agreement, or other Instrument for or on behalf of the said Company, or otherwise lawfully executing any of the Powers and Authorities given to the said Directors by this Act, be subject or liable to be sued, prosecuted, or impleaded, either collectively or individually, by any Person whomsoever in any Court of Law or Equity or elsewhere; and that the Bodies, Goods, Chattels, Lands, or Tenements of the said Directors or any of them shall not, by reason, on account, or in consequence of any such Contract or other Instrument so entered into, or made, signed, or executed by them or any of them as aforesaid, or any other lawful Act which shall be done by them or any of them in the Execution of any of the Powers and Authorities given to them or any of them by this Act, be liable to be arrested, seized, detained, or taken in execution, but that in every such Case any Person making any Claim or Demand upon the said Company or upon any Directors thereof, under or by virtue of any such Contract or Instrument or other lawful Act, may sue and implead the said Company in like Manner as if such Contract, Instrument, or other Act had been entered into and executed and done under the Common Seal of the said Company.

Indemnity of Directors.

CCXXXIV. And be it further enacted, That the Directors, their Heirs, Executors, and Administrators, shall be indemnified and saved harmless from and against all Payments made, or Liability incurred, and all Acts, Deeds, Matters, and Things executed, done, or ordered, and all Sums of Money, Losses, Costs, Charges, and Damages which they shall incur in the Execution of the Powers and Authorities hereby granted to them, and they shall be so indemnified out of the Assets for the Time being of the said Company, and, if necessary, by Calls for that Purpose of the Capital which may remain unpaid, and the Directors for the Time being of the said Company shall apply the then existing Funds, Assets, and Capital of the said Company for the Purpose of such Indemnity and Reimbursement.

Saving His Majesty's Rights.

CCXXXV. Provided always, and be it further enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the King's most Excellent Majesty, His Heirs and Successors, as well in right of His Crown as in right of His Duchy of *Lancaster* and Earldom of *Chester*.

Saving the Rights of the Heirs of the Duke of Bridgewater.

CCXXXVI. Provided also, 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 Devisees, Heirs, or Assigns of the late Most Noble *Francis Duke of Bridgewater* deceased.

Public Act.

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

The SCHEDULE to which this Act refers.

Township of Brightside Bierlow in the Parish of Sheffield in the West Riding of the County of York.

No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
41	Duke of Norfolk -	James Andrews	William Oakes - Frederick Oakes - James Andrews -	} Two Tenements or Dwelling Houses, Stables, and Sheds. Cottage Garden and a Pond, or Piece of Land covered with Water.
43	George Greaves, Joseph Edward Greaves Elmsall, Henry Marwood Greaves, and John Greaves.	- - -	William Heemes -	
44	George Greaves, Joseph Edward Greaves Elmsall, Henry Marwood Greaves, and John Greaves.	- - -	Thomas Laycock - Mary Grant - William Brook - Charles Pashley - Thomas Crampton Jane Noble - John Thompson - Stephen Nield - Charles Cawkwell - Elizabeth Birley - John Kaye - John Hale - John Rodgers - George Walker -	} Thirteen Tenements or Dwelling Houses, Malthouse, Stables, Cowhouses, Yard, and Garden.
45	George Greaves, Joseph Edward Greaves Elmsall, Henry Marwood Greaves, and John Greaves.	- - -	John Balm -	
46	George Greaves, Joseph Edward Greaves Elmsall, Henry Marwood Greaves, and John Greaves	- - -	George Greaves, Joseph Edward Greaves Elmsall, Henry Marwood Greaves, and John Greaves	} Nursery Gardens.
47	George Greaves, Joseph Edward Greaves Elmsall, Henry Marwood Greaves, and John Greaves,	- - -	Jonathan Dickenson John Ryalls - John Unwin -	

No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
48	Michael Johnson, (surviving Trustee under the Will of the late Amos Green,) Jane the Wife of John Middleton beneficially interested for her Life	- - -	Jonathan Dickenson, Surveyors of the Highways for the Township of Brightside Bierlow, Samuel Timperley - William Kaye - John Sadler - - Joseph Bealey - Thomas Fitzpatrick George Parkin - Martha Middleton Alice Kirk - - John Harrison - Elijah Thackray - Ann Clayton - Thomas Pashley - William Lyons - William Hodgkinson - - John Thacker - John Morley -	A vacant Piece of Land, Stone-mason's Sheds, and Pigstyes.
50	Matthew Habershon Joseph Habershon	- - -	George Beatson - John Cooke - James Iveson - Thomas Swaine - Mary Hall - Joseph Howson -	Thirteen Tenements or Dwelling Houses and Yard.
51	Ann Smilter	- Luke Palfreyman.	Matthias Hayden - Joseph Durham - Samuel Thorpe - Charles Walker - John Wall - William Roston - Thomas Falkney - Thomas Turner -	Six Tenements or Dwelling Houses, Two Workshops, and Yard.
52	Ann Smilter	- John Firth -	John Oldale - George White - James Tinker -	Five Tenements or Dwelling Houses, Three Smithies or Workshops, and Yard.
53	Ann Smilter	- Joseph Naylor Ryalls.	George Shaw -	Three Tenements or Dwelling Houses, File-cutter's Workshops and Yard.
54	Jonathan Marshall	- - -	Samuel Clark - Bessy Horsfall - George Lee - George Malkin - Thomas Ward - George Oxspring - Thomas Smith - Thomas Cutler - James Smith -	One Tenement or Dwelling House, Edge-tool Maker's Workshops and Yard.
56	James Andrews	- - -		Fourteen Tenements or Dwelling Houses and Yard.

No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
57	Ann Smilter -	John Carr -	Samuel Broomhead Thomas Bullas - Peter Kaye - William Rollison - Richard Toppin - William Dean - John Feltroppe - Thomas Chadwick Thomas Woodcock	Public House, Three Tenements or Dwelling Houses, and Yard.
58	Ann Smilter -	The Executors of the late John Shirley; William Warburton, Thomas Turton, Abraham Howe, and Thomas Burdett Turton, Tenants from Year to Year; and underlet to Henry Lister.	Henry Lister -	
59	Isaac Mitchell -	- - -	John Thornhill - George Turner - John Bateman - John Abel - Samuel Robinson - George Frost - William Swaine - Thomas Falkner - William Wostenholme -	Nine Tenements or Dwelling Houses and Yard.
60	Joseph Shaw -	- - -	Ann Feltroppe - Thomas Blackwell - Jonathan Twigg - Joseph Knight -	Four Tenements or Dwelling Houses, Forkmaker's Workshops and Yard.
63	Duke of Norfolk -	Benjamin Beardshaw.	Benjamin Beardshaw	One Tenement or Dwelling House, and Two Table-blade Forger's Workshops and Yard.
64	Duke of Norfolk -	Thomas Moseley	Ann Oxley - John Webster Dixon David Wall - George Hartley - John Shaw - James Hoyle - James Croft - Elizabeth Ashforth William Smith - John Morton - Willoughby Gould - William Spencer -	Twelve Tenements or Dwelling Houses and Yard.

[Local.]

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No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
65	Duke of Norfolk	John Burgin	John Burgin John Hartshorn George Upton Thomas Cavil Robert Eaton	Five Tenements or Dwelling Houses and Yard.
66	Duke of Norfolk	John Clark	William Clark William Armitage Charles Wiltshire Sarah Saunders John Wilkinson Henry Taylor John Winter John Saunderson Ann Charnley George Thorpe	
68	Duke of Norfolk	Joseph Pearson	William Skelton John Taylor John Parkin Hannah Ellis Simeon Toothill	Five Tenements or Dwelling Houses and Gardens.
69	Duke of Norfolk	Trustees of a Methodist Chapel.	Trustees of a Methodist Chapel.	Methodist Chapel, Yard, and Road thereto.
70	Duke of Norfolk	Richard Ashton	Richard Ashton	Tenement or Dwelling House and Garden.
71	Duke of Norfolk	John Stopford Taylor.	Elizabeth Taylor	Two Tenements or Dwelling Houses and Garden.
72	Duke of Norfolk	Mary Ellis and William Hawksley, Executors of the Will of the late John Ellis	John Jowett William Belk John Lowe Mary Ellis	Three Tenements or Dwelling Houses and Gardens.
74	Duke of Norfolk	Mary Whitham	Mary Whitham	A Messuage or Dwelling House, Stable, Coach-house, Yard, and Garden.
75	Duke of Norfolk	George Pearson	Samuel Taylor Henry Schofield John Race John White	Four Tenements or Dwelling Houses and Garden.
76	Duke of Norfolk	Joseph Pearson	Samuel Taylor Henry Hall Martha Calton Edward Nettleship Joseph Pearson	A Public House, Four Tenements or Dwelling Houses, Sheds, and Yard.
79	Duke of Norfolk	John Heathcote	John Heathcote	Messuage or Dwelling House and Garden.
81	James Wilson	John Butcher	Joseph Davy	Messuage or Dwelling House, Yard, Stable, and Garden.
82	James Wilson	-	George Bryers	Two Cottages or Tenements and Gardens (One unoccupied).

No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
83	George Greaves, Joseph Edward Greaves Elmsall, Henry Marwood Greaves, and John Greaves.	- - -	- - -	Orchard.
84	James Wilson	- - -	Ann Bott	Messuage or Dwelling House, called West Grove, Pleasure Ground, Stable, and Coach-house.
85	James Wilson	- - -	Ann Bott	Garden.
86	James Wilson	- - -	Edward Thorpe John Barnby Susannah Parkin Robert Rawson Thomas Parkinson William Dean William Roebuck George Hobson James Clegg John Turner William Atherton George Hakin Charles Cusworth Joseph Deakin William Webster William Storke Joseph Deardin James Hill junior George Rowbottom George Webster Alfred Skinner Joseph Stringer Edward Atherton Peter Atherton Mary Darling George Mullins William Wright Thomas Kaye Samuel Cohen Thomas Reaney Isaac Fretwell John Turton Thomas Foley Thomas Grayson John Prince William Gibson John Smith George Blackwell Henry Storer John Jacques Robert Townrowe	Gardens.

No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
			William Bayley - James Blumm - George Irnnett - John Caldwell - Henry Bussey -	
87	The Trustees of William Birley's Charity.	- - -	Thomas Walkland - George Mason -	{ Tenement or Dwelling House and Two Gardens.
88	The Trustees of William Birley's Charity.	Joseph Charles, Tenant from Year to Year, underlets to John Leach.	John Leach -	Tenement or Dwelling House and Garden.
89	The Trustees of William Birley's Charity - -	- - -	Henry Booth -	{ Garden and Garden House.
90	The Trustees of William Birley's Charity - -	- - -	{ George Crossland - Thomas Knock - Thomas Furniss -	{ Garden House and Three Gardens.
91	The Trustees of William Birley's Charity - -	{ James Daniels, Tenant from Year to Year, underlets to Edwin Innman -	{ Edwin Innman - John Thurtell - William Brooks -	{ Tenement or Dwelling House, Cowhouse, and Three Gardens.
92	Joel Woodhouse -	- - -	Joel Woodhouse -	Tenement or Dwelling House and Garden.
93	Joel Woodhouse -	- - -	Joel Woodhouse -	Tenement or Dwelling House and Garden.
96	Hugh Parker, Robert Rodgers, and John Mellor Sheldon, Trustees of the Will of the late John Sheldon, deceased	- - -	{ George Clayton - William Castleton - Bates Newton - Joseph Gouly -	{ Four Tenements or Dwelling Houses and a small Garden.
98	Francis Hoole - -	- - -	William Hides -	A Tenement or Dwelling House, Stable, and Garden.
99	Duke of Norfolk -	George Stubbing	George Stubbing -	A Tenement or Dwelling House, Stable, Shed, and small Garden.
100	Duke of Norfolk -	George Stubbing	George Stubbing -	Orchard and Garden Ground.
102	Duke of Norfolk -	- - -	George Stubbing -	Orchard and Garden Ground.
103	Duke of Norfolk -	- - -	The Trustees of the Will of the late Samuel Henderson, Michael Howe, George Hattersley, and John Blighton	{ Orchard and Garden Grounds.

No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
104	Duke of Norfolk	- - - -	The Trustees of the Will of the late Samuel Henderson, Michael Howe, George Hattersley, and John Blighton	} Garden Ground.
107	Duke of Norfolk	- - - -	The Trustees of the Will of the late Samuel Henderson, Michael Howe, George Hattersley, and John Blighton	
108	Duke of Norfolk	- - - -	Duke of Norfolk	A Wood called Oaken Bank Wood.
110	Joshua Newton	- - - -	James Bramhall	Private Road.
113	Joshua Newton	- - - -	Thomas Tysack	Private Road.
114	John Pearson	- - - -	William Hides	Orchard.
119	Joshua Newton	- - - -	John Blacklin	Orchard and Garden Ground.
120	Joshua Newton	- - - -	John Blacklin	Orchard and Garden Ground.
121	Thomas Cooper	- - - -	Thomas Cooper	Orchard.
122	Joshua Newton	- - - -	John Blacklin	Orchard and Garden Ground.
123	Joshua Newton	- - - -	John Blacklin	Orchard and Garden Ground.
125	Duke of Norfolk	- - - -	Duke of Norfolk	A Wood called the Old Park Wood.
127	Lady Catherina Burgoyne	} John Oliver	{ David Oliver	} Two Tenements or Dwelling Houses.
130	Lady Catherina Burgoyne.		John Oliver	
136	Lady Catherina Burgoyne.	- - - -	Lady Catherina Burgoyne.	A Wood called Stacey Spring.
139	Duke of Norfolk	Hannah Rawson	Hannah Rawson	A Wood.
141	Duke of Norfolk	- - - -	Duke of Norfolk	A Wood called Scraith Wood.
144	Duke of Norfolk	Hannah Rawson	Hannah Rawson	Waste Weir of Wards-end Pond.

Township of Ecclesfield in the Parish of Ecclesfield in the West Riding of the County of York.

3	Duke of Norfolk	Hannah Rawson	Hannah Rawson	Barn and Stack Yard.
4	Duke of Norfolk	Hannah Rawson	William Cantrill	} Two Cottages or Tenements and Gardens.
6	Duke of Norfolk	Hannah Rawson	William Herring	
16	The Trustees of the Third District of the Halifax and Sheffield Turnpike Road.	- - - -	William Brown	Garden.
21	Duke of Norfolk	Joseph Henderson.	James Oates	Toll Bar House and Garden.
				Tenement or Dwelling House.

[Local.]

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No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
22	Duke of Norfolk -	Joseph Henderson.	George Woodhead	Public House and Shed.
39	Joel Eaton - -	- - -	Joel Eaton - -	House, Barn, and other Outhouses.
61	Duke of Norfolk -	- - -	Joseph Smith - -	A Tenement or Farm House, Farm Yard, and other Outbuildings, called Oughti-bridge Hall.

Township of Wortley in the Parish of Tankersley in the West Riding of the County of York.

6	Lord Wharnccliffe -	Abraham Windle	Abraham Windle -	Chemical Works.
7	Lord Wharnccliffe -	- - -	Thomas Morton -	A Tenement or Dwelling House and Cowhouse.
8	Lord Wharnccliffe -	- - -	Thomas Morton -	Garden.
12	Lord Wharnccliffe -	- - -	Richard Turner -	A Tenement or Cottage and Garden.
19	Lord Wharnccliffe -	- - -	John Matthewman -	Tenement or Farm House, Outbuildings, Garden, and Premises.
37	Lord Wharnccliffe -	- - -	John Birkinshaw -	Farm House, Outbuildings, Yard, and Garden.

Township of Thurgoland in the Parish of Silkstone in the West Riding of the County of York.

12	Christopher Parkin -	- - -	Thomas Simpson -	Cottage or Tenement and Garden.
30	Lord Wharnccliffe -	- - -	Henry Grayson -	Greenhouse or Vinery, and Garden.
31	Lord Wharnccliffe -	- - -	Henry Grayson -	Greenhouse and Garden.
50	Joseph Cowley -	- - -	John Roebuck -	Farm House, Outbuildings, and Yard.
53	William Smith -	- - -	Joseph Cowley -	Plantation.

Township of Oxspring in the Parish of Penistone in the West Riding of the County of York.

27	John Pashley -	- - -	John Pashley -	Public House, Yard, Garden, and Stack Yard.
32	Benjamin Vaughton -	- - -	{ Benjamin Vaughton William Evens -	{ Two Tenements or Dwelling Houses, Garden, and Yard.

No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
35	Trustees of the Third District of the Sheffield and Halifax Turnpike Road.	- - -	- - -	Toll Bar House and Bar.
38	John Darwent	- - -	John Darwent	Farm House, Outbuildings, and Tan Yard.

Township of Penistone in the Parish of Penistone in the West Riding of the County of York.

80	Joseph Speight	- - -	William Greaves	Farm House, Outbuildings, and Yard,
119	Trustees of Penistone Grammar School.	- - -	Trustees of Penistone Grammar School.	School.
120	John Wilcock	- - -	John Hawksworth	} Three Gardens.
			James Mitchell	
			John Scholey	
123	Joseph Bedford	- - -	Joseph Bedford	} Garden and Stable.
			James Mitchell	

Township of Thurlstone in the Parish of Penistone in the West Riding of the County of York.

158	John Greaves	- - -	Ann Bramah and Jonathan Hall.	Farm House, Outbuildings, and Farm Yard.
171	John Edward Brook	- - -	John Edward Brook	Plantation.
173	John Wainwright	- - -	John Wainwright	Tenement or Dwelling House, Outbuildings, and Garden.
174	John Wainwright	- - -	Esther Marsden	Tenement or Dwelling House, Outbuildings, and Garden.
180	John Wainwright	- - -	John Wainwright	Tenement or Dwelling House.
181	John Wainwright the younger.	- - -	Overseers of Thurlstone.	Tenement or Dwelling House, Outbuildings, and Garden.
182	John Wainwright	- - -	John Wainwright	Garden.
190	Thomas Askham	- - -	William Hinchcliff	Two Tenements or Dwelling Houses, Outbuildings, and Yard (One unoccupied).
212	Daniel Wainwright	- - -	Daniel Wainwright	Stack Yard and Shed, and Midden Stead.
218	William Bingley	- - -	Elizabeth Wainwright and Benjamin Wainwright	} Stack Yard.
219	William Bingley	- - -	Elizabeth Wainwright and Benjamin Wainwright	} Farm House, Outbuildings, Yard, and Garden.
236	William Bingley	- - -	John Lawton	Farm House, Outbuildings, and Yard.
242	Robert Pemberton Milnes.	- - -	Joseph Butterworth	Dwelling House, Out-housing, and Yard.

No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
243	Robert Pemberton Milnes.	- - -	Zachariah Hobson -	Dwelling House, Out-housing, Garden, and Yard.
271	Trustees of Dissenting Chapel.	- - -	- - -	Chapel and Chapel Yard.
273	Robert Pemberton Milnes.	- - -	Charles Crossley -	Farm House, Outbuildings, and Yard.
274	Robert Pemberton Milnes.	- - -	Benjamin Couldwell	Farm House, Outbuildings, and Yard.
280	Robert Pemberton Milnes.	- - -	- - -	Old Buildings.
299	Vincent Smith and Joseph Greaves, Trustees of the late John Greaves's Will.	- - -	Joseph Greaves	Farm House, Outbuildings, Garden, Stack Yard, and Yard.
308	Trustees of the Turnpike Road from Huddersfield to Sheffield.	- - -	- - -	Saughley Bridge.
338	Jonathan Hall	- - -	George Hall -	Cowhouse.
340	John Tinker	- - -	John Tinker -	Plantation.
364	Surveyors of the Highways.	- - -	- - -	A Bridge called Donford or Durnford Bridge.

Township of Padfield in the Parish of Glossop in the County of Derby.

6	Duke of Norfolk	- - -	David Shepherd -	Farm House, Outbuildings, Yard, and Garden.
16	Duke of Norfolk	- Thomas Turner	Thomas Turner -	Old Paper Mill.
29	Duke of Norfolk	- - -	Thomas Turner -	Farm House and Yard.
73	Duke of Norfolk	- - -	George Frost -	Farm House, Outbuildings, Yard, and Garden.
75	Duke of Norfolk	- - -	Joshua Roberts -	Farm House, Outbuildings, and Yard.
107	Duke of Norfolk	- - -	George Hadfield -	Cowhouse.

Township of Dinting in the Parish of Glossop in the County of Derby.

224	Duke of Norfolk	- - -	Stephen Welsh -	Dwelling House and Garden.
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Township of Charlesworth, in the Parish of Glossop, in the County of Derby.

249	Duke of Norfolk	- - -	James Stafford -	} Four Cottages and Gardens.
			James Thonely -	
			Robert Wagstaff -	
			John Robinson -	
251	Duke of Norfolk	- - -	John Marsden -	Farm House, Outbuildings, Yard, and Garden.

No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
252	Duke of Norfolk	- - - -	Samuel Harrison Isaac Hadfield	Farm House, Two Cottages, Outbuildings, Yard, and Garden.
282	Duke of Norfolk	- - - -	Samuel Marsland Henry Marsland George Swann Joseph Blacker Thomas Rhodes	
283	Duke of Norfolk	Samuel Marsland and Henry Marsland	Samuel Marsland Henry Marsland Joseph Blacker Thomas Rhodes George Swann John Bramah	Cotton Mill, Dwelling House, Four Cottages, Outbuildings, Garden, and Yard.
285	Surveyors of the Highways.	- - - -	- - - -	Broadbottom Bridge.

Township of Mottram in Longdendale, in the Parish of Mottram in Longdendale, in the County Palatine of Chester.

211	Joe Sidebottom	- - - -	James Rowbottom Robert Warhurst William Bowers Joseph Renshaw Robert Garside Robert Hawes	Seven Houses or Tenements (One empty).
208	John Massey, Trustee under the Will of the late William Loughbridge.	- - - -	Susan Robinson Levy Lee James Goddard Thomas Tomlinson Henry Hallas Thomas Dravells	Six Houses or Tenements.
198 d.	Richard Matley	- - - -	John Hadfield George Royle John Holland Mary Holland James Mellor William Matley William Nuttall Margaret Wilde George Killer Robert Ashworth James Holland	Thirteen Houses or Tenements.
205 a.	Joe Sidebottom	- - - -	Robert Hawes Robert Gartside Joseph Renshaw William Bowers Robert Warhurst James Rowbottom	Seven Houses or Tenements (One empty).

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No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
205 b.	Joe Sidebottom	- - - -	Anthony Wright John Warmby John Wright - Samuel Hulme Robert Collier Jesse Williamson Alice Goodwin John Hawkins	Eight Houses or Tenements.
205 c.	Joe Sidebottom	- - - -	Joe Sidebottom	Stables.
207	Thomas Andrew	- - - -	Thomas Andrew	House or Tenement.
205	Joe Sidebottom	- - - -	Joseph Hulmes John Dernelly - John Walker - John Smith - Thomas Robinson David Tinker - James Platt -	Seven Houses or Tenements.
204	Joe Sidebottom	- - - -	Sarah Rangley John Dawson - Jacob Warhurst John Thatcher - John Clayton - John Hobson - James Brindley Richard Berman Joseph Firth - Joseph Hall - James Lowe - William Hulme Mary Oldham -	Thirteen Houses or Tenements.
203	Joe Sidebottom	- - - -	John Hulme - Joseph Booth - Thomas Andrew Jonas Robinson Joseph Wallace Samuel Andrew James Gilbert -	Sixteen Houses or Tenements (Nine empty).
200	Joe Sidebottom	- - - -	Joe Sidebottom	Message or Dwelling House called Harewood Lodge.
199	John Clayton	- - - -	John Clayton	Public House and Shop.
197	Admiral Tollemache	- - - -	Admiral Tollemache	Lodge.
197 a.	Admiral Tollemache	- - - -	Admiral Tollemache	Plantation.
193	Richard Matley	- - - -	John Moss - Henry Shaw - Albert Negles - James Bretneagh - Joseph Thompson - Robert Archer - George Ashby - William Tomlinson	Sixteen Houses or Tenements (Eight empty).

No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
190	Earl of Stamford and Warrington.	- - -	Jonas Robinson - Richard Matley -	} Plantation.
181	Earl of Stamford and Warrington.	William Booth	Ann Williamson -	
178	Earl of Stamford and Warrington.	William Booth	Ann Williamson -	Farm House and Out-buildings.

Township of Godley in the Parish of Mottram in Longdendale in the County Palatine of Chester.

158	Earl of Stamford and Warrington.	- - -	Earl of Stamford and Warrington.	Plantation.
141	The Trustees of Dukinfield Chapel.	- - -	Israel Scott - -	Farm House and Out-buildings.
140	Samuel Gaskell -	- - -	James Grundy - John Grundy - James Platt -	} Three Cottages or Tenements.
139	John Devonport -	- - -	John Wrigley - James Wood -	
138	Trustees of the late John Ashton's Will.	- - -	John Wrigley, let part to — Wild	} Farm House and Outbuildings.
137	John Devonport -	- - -	Betty Ashton -	
136	William Bradley -	- - -	- - -	House or Tenement, unoccupied.
135	James Shaw - -	- - -	Betty Devonport - Thomas Shuttleworth	} Two Houses or Tenements and Gardens.
134	John Chadwick -	- - -	Samuel Kenworthy	
133	Samuel Gaskell -	- - -	William Platt - John Lancashire - James Moss - John Redman -	} Three Cottages or Tenements and Public House.
132	Hugo Worthington	- - -	Martha Lee -	
131	Joseph Bradley -	- - -	Joseph Bowers - John Holland - Joseph Ingham -	} Three Houses or Tenements, Hat Shop, and Gardens.
130	Hugo Worthington	- - -	Martha Lees -	
129	Samuel Gaskell -	- - -	William Platt -	Garden.
128	Mally Woolley -	- - -	Mally Woolley - Joseph Andrew -	} Two Houses or Tenements and Garden.
126	Joseph Hibbert -	- - -	Ellen Boyd - John Fletcher - Sarah Wood - George Lomas - Joseph Hibbert -	
119	Samuel Gaskell -	- - -	John Palin -	House and Buildings.
118	Allen Wrigley -	- - -	Allen Wrigley -	Two Houses or Tenements (One unfinished).
116	Trustees of the new Turnpike Road from Stayley Bridge to Mottram.	- - -	- - -	Turnpike Gate and Toll House.

No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
113	The Trustees of Joseph Robottom's Will.	- - -	Joshua Timms -	Orchard.
112	The Trustees of Joseph Robottom's Will.	- - -	Joshua Timms -	Farm House and Buildings.
102	John Turner -	- - -	Alexander Thornley Thomas Thornley Thomas Roberts - George Plevin - Thomas Redfearn Joseph Roberts - John Whitworth -	} Seven Houses or Tenements.
101	Randall Hibbert -	- - -	Randall Hibbert -	House or Tenement, Coach-house, Stable, and Shippons.
97	John Turner -	- - -	John Thornley -	House or Tenement, Coach-house, Stable, and Garden.
95	John Turner -	- - -	John Turner -	House or Tenement and Outbuildings.
94	Samuel Lee -	- - -	Samuel Lee -	House or Tenement.
92	Moses Houghton	- - -	Moses Houghton - Richard Brumett -	} Two Houses or Tenements.
91	Frances Devonport	- - -	John Clayton - William Thompson Richard Howarth Levy Harrop - James Arnfield - Charles Clayton - John Peach -	} Seven Houses or Tenements.
90	Nathan Charlesworth	- - -	Nathan Charlesworth	House or Tenement.
89	Alexander Wild Thornley.	- - -	- - -	Twenty Houses or Tenements in an unfinished State.
88	Thomas Parrott -	- - -	Joseph Winterbotham John Wood -	} Two Houses or Tenements.
87	Abel Buckley -	- - -	- - -	Five Houses or Tenements in an unfinished State.
86	Deborah Turner -	- - -	George Fritchley - Samuel Atkinson - Thomas Batty -	} Three Houses or Tenements.
84	John Turner -	- - -	Alexander Wild Thornley.	Buildings, Ground, and Gasometers.

No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
83	John Turner	-	Thomas Oldham - James Parkinson - Samuel Garlick the younger - William Winterbotham - John Collier - Thomas Dawson - Joseph Fitten - Samuel Rowbottom - George Wild - Thomas McKay - James Broadbent - Samuel Lomas - Samuel Garlick the elder - Ann Appleyard - John Winterbotham - James Stansfield - Alexander Wild Thornley -	Seventeen Houses or Tenements and Stable (One empty).
82	John Turner	-	Michael Duffie - Hannah Knowles - Edward Smith - Rachael Hague - Joseph Lawton - Thomas Wieldon - Isaac Smith - Adam Smith - Joseph Lynn - William Wood - Joseph Redman - George Lord - Charles Burgess - John Harrison - Elizabeth Rowbottom	Fifteen Houses or Tenements.
81 a.	George Goodin	-	George Goodin	Garden.
81	John Turner	-	John Turner	Plantation, Pond, and Orchard.
80	John Turner	-	Ann Gregory - George Tomlinson - William Clayton - Mary Tomlinson -	Four Houses or Tenements.
78	Robert Taylor	-	Thomas Mac Gregor - Martha Green -	Two Houses or Tenements.
77	John Turner	-	Alexander Wild Thornley.	Factory Buildings and Waste Lands.

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No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.		
<i>Township of Newton in the Parish of Mottram in Longdendale in the County Palatine of Chester.</i>						
79B	George Goodin	- - - -	George Goodin	Garden.		
76	John Turner	- - - -	William Howard William Stowell	} Factory and Two Dwelling Houses or Tenements.		
75	John Turner	- - - -	William Sidebottom William Shawcross Thomas Garlic John Harrop John Howarth Joshua Garnett John Howard James Dawson Rothell Heys Margaret Dawson James Harrop Thomas Knott John Harrop John Clayton Thomas Pickford Betty Kinder James Smith James Richardson Abraham Hinchcliffe James Harrison Alexander Wild Thornley		} Twenty Houses or Tenements and a Stable.	
74 B	George Goodin	- - - -	William Sidebottom	Garden.		
74 A	George Goodin	- - - -	James Harrison	Garden.		
73	John Turner	- - - -	William Massey William Timms James Knowles William Knowles Lawrence Hayes Thomas Harrison John Hattersley Richard Bailey Walter Buckley William Hibbert William Useton John Garlic	} Eleven Houses or Tenements, and Public House and Out-buildings.		
72	Sier Lancashire	- - - -	Sier Lancashire			} Public House.
71	John Turner	- - - -	John Garlic Thomas Rowbottom Joseph Harrop Samuel Ardern Lee Bailey Thomas Watson			

No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
			James Parkinson - Joseph Coffers - Patrick Cue - James Lake - James Bumich - Joseph Farmer - Sarah Birch - Sarah Jackson - Samuel Clayton -	Fourteen Houses or Tenements and Butcher's Shop.
70	Hamilton Lowe - - - -		Hamilton Lowe -	House or Tenement, Shop, and Outbuildings.
69	James Riley - - - -		Thomas Shawcross - Jacob Woodhead - James Webb - Thomas Wright - Mary Nixon - Hannah Kenyon -	Three Houses or Tenements and Two Cellars and School.
68	Robert Marlow - - - -		John Andrew - Samuel Andrew - James Turner - Abraham Hirst - James Pierson - Patrick Ann - Margaret Calaoan - Biddy Burns -	Eight Houses or Tenements.
67	James Shaw - - - -		Thomas Hattersley - John Chatterton - Joshua Platt - Sarah Birch - William Ward - Allen Redfern - Emanuel Grundy - William Bretnaugh -	Eight Houses or Tenements.
66	John Taylor - - - -		John Howarth - Harriet Thornley - James Braddock - Thomas Timms - Abel Bancroft - James Tomlinson - Wilfred Markland -	Seven Houses or Tenements.
65	John Wagstaff - - - -		Thomas Cooke -	House or Tenement.
64	John Hulme - - - -		Joseph Longden -	House or Tenement.
63	James Makin - - - -		- - - -	Four unfinished Houses or Tenements.
62	George Wilde - - - -		George Wilde -	House or Tenement and Hat Shop.

No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
61	Charles Oldham - - - -	- - - -	Lee Knowles - Stephen Knowles - Charles Jackson - Samuel Hague - Thomas Rowbottom - John Dyson - Charlotte Leake -	} Seven Houses or Tenements.
60	Samuel Andrew - - - -	- - - -	William Taylor - Samuel Andrew - John Wilde -	} Three Houses and Hat Shop.
58	Jane Kay - - - -	- - - -	Sarah Birchell - Susan Bradley - George Blackburn - Jane Kaye - Joseph Blackburn - Samuel Sidebottom -	} Six Houses or Tenements and Shop.
56	John Turner - - - -	- - - -	- - - -	Two unfinished Houses and Building Ground.
55	Aaron Houghton - - - -	- - - -	James Wallace - Aaron Houghton -	} Two Houses or Tenements.
54	Thomas Derwent - - - -	- - - -	Joseph Green - Harriet Goodale - Thomas Hindley - Ann Shepley - Robert Howard -	} Five Houses or Tenements.
53	Charles Chadwick - - - -	- - - -	Henry Howarth - John Westhead -	} Two Houses or Tenements.
51	John Garlick - - - -	- - - -	Henry Wrigley - Ann Smith - John Jackson - John Slack - Joseph Marriott - James Garlick -	} Six Houses or Tenements.
50	Charles Oldham - - - -	- - - -	John Bull - Joseph Oldham - William Bennett - Ralph Harrison - Mary Pott - John Smith -	} House or Tenement and Shop, and Five Houses or Tenements.
49	William Drummond - - - -	- - - -	Joseph Platt -	House or Tenement and Shop.
48	John Ashton - - - -	- - - -	Joshua Platt - Joseph Leicester - Ellis Chadwick - Sarah Guest -	} Butcher's Shop, Stable, and Three Houses or Tenements.

No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
46	Robert Ashton	- - - -	Thomas Birchenough	Garden.
45	Robert Ashton	- - - -	Thomas Nuttle Thomas Burton Richard Stratton Richard Stratton John Horrocks Thomas Birching- hough	
40	John Godley	- - - -	Richard Dunkinson Robert Bickerton William Robinson Mary Leech Robert Bickerton Samuel Blairs James Kirk Michael Haffern Matthew Mitchell John Johnson Joseph Lees Lawrence Hartley Edward Wilkinson Robert Godley Nancy Bennett John Stopford John Godley	Fifteen Houses or Tenements.
38	John Lee	- - - -	Lawrence Doyle Michael Kennedy Charles Booth Benjamin Lawton Dennis Granna Jonathan Shaw	Six Houses or Tenements, Shop, and House or Tenement, and Public House.
37	David Lewis	- - - -	John Oldham David Lewis Samuel Cocker Thomas Pott William Bennett	Seven Houses or Tenements.
36	Trustees of the late Jonas Schofield's Will.	- - - -	John Turner Joseph Kemp James Linney Michael Bardsley	Five Houses or Tenements.
35	Jane Kay	- - - -	Thomas Rigby Jeremiah Oldham	Four Houses or Tenements.
34	James Ashton	- - - -	Thomas Hasle Joseph Wyatt John Robinson Lucy Hasle	Two Houses or Tenements.
33	William Drummond	- - - -	William Drummond George Bolover Abraham Woodcock Richard Lewis Ann Shuttleworth George Cross	Four Houses or Tenements.
32	Charles Oldham	- - - -	Charles Oldham	Six Houses or Tenements.
31	James Ashton	- - - -	Catherine Lynch Michael Coffee	Public House. Two Houses or Tenements.

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No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
30	Thomas Kay - - -	- - -	Thomas Ashton - Thomas Kaye - Henry Comers - John Rowbottom - Jane Rowbottom - Joseph Comer -	Public House, Shop, and House or Tenement, and Four Houses or Tenements.
29	Thomas Ashton - - -	- - -	Joseph Walter - John Ainley - Peter Downing - James Cock - Patrick Hart - Joseph Robinson - Benjamin Howarth -	
28	John Hasle - - -	- - -	James Fidler - Sidney Smith - Samuel Hasle -	Two Houses or Tenements and Shop.
27	John Reece - - -	- - -	John Reece - Joel Rowbottom - Edward Hurst -	Shop, Two Houses or Tenements, and Public House.
24	James Ashton - - -	- - -	John Murphy - Hannah Taylor - James Ashton -	Field and Two Cottages.
21	John Marlow - - -	- - -	James Taylor - John Lomas - John Hayley - James Webb - John Kenworthy - Thomas Scolfield - Richard Thomas Wells - Thomas Clegg - John Potts - David Leach - James Leech - George Birkenshaw - Samuel Bayley - William Birkenshaw - Jonathan Barnes - Samuel Bayley - James Clegg - Joseph Timson - Noah Dawson - Jonathan Bradbury -	
20	John Marlow - - -	- - -	Robert Barlow - Christopher Charlston - Samuel Mellor - Samuel Cooper - James Hargreaves - John Whitaker - Samuel Leech - John Hilton - Ann Stoppert - Joseph Hilton - Samuel Bateman - John Holt -	Sixteen Houses or Tenements and Four Cellars.
19	John Marlow - - -	- - -	John Marlow -	Twelve Houses or Tenements.
				Factory.

No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
15 a	James Ashton	- - - -	James Ashton	Plantation.
15	James Ashton	- - - -	James Ashton	Pleasure Ground.
14	James Ashton	- - - -	James Ashton	Plantation.
13	James Ashton	- - - -	John Shaw	} Five Cottages or Tenements.
			George Forthsith	
			Benjamin Mellington	
			Samuel Hale	
			Robert Woolley	
12	James Ashton	- - - -	James Ashton	Office.
11	James Ashton	- - - -	John Wrigley	House or Tenement and Garden.
2	James Ashton and John Ashton.	Samuel Swires and Henry Lees.	James Ogden	House or Tenement and Garden.

Township of Dukinfield in the Parish of Stockport in the County Palatine of Chester.

35	Samuel Swires and Henry Lees.	- - -	Samuel Swires and Henry Lees.	Colliery.
33	Samuel Swires and Henry Lees.	- - -	Samuel Swires, the younger	} Five Cottages or Tenements (One empty), and Counting-house or Office.
			John Thorpe	
			Philip Arrantill	
			Henry Frith	
26	Trustees of Francis Dukinfield Astley's Will.	- - -	John Stanley	A Garden.
25	George John Newton, Samuel Ashton, Thomas Ashton, and Stephen Taylor.	- - -	John Rhodes	House or Tenement and Garden.
23	George John Newton, Samuel Ashton, Thomas Ashton, and Stephen Taylor.	- - -	George John Newton, Samuel Ashton, Thomas Ashton, and Stephen Taylor.	Colliery and Waste Land.
9	John Hadfield	- - -	William Whitehead	} Six newly built Houses (One empty), and Building Land.
			Enoch Britner	
			Edmund Wood	
			William Howart	
			James Brockam	
8	John Smith	- - -	John Smith	House and Shop.

Township of Ashton-under-Lyne in the Parish of Ashton-under-Lyne in the County Palatine of Lancaster.

108	Earl of Stamford and Warrington.	- - -	Thomas Cockhill	} Three Houses or Tenements.
			David Travis	
			George Johnson	

No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
110	Earl of Stamford and Warrington.	- - -	Ann Knott - -	A Garden.
100a	- - -	- - -	- - -	Bridge over Ashton Canal.
100	William Whitehead	- - -	James Whitehead - James Batty - -	} Two Cottages or Tenements. Public House.
99	Earl of Stamford and Warrington.	William Whitehead.	William Whitehead	
94	John Gartside -	- - -	Joshua Batty -	A Garden.
93	Earl of Stamford and Warrington.	Thomas Percival.	John Bromiley -	A Garden.
92	Elizabeth Clayton -	- - -	Elizabeth Clayton -	House or Tenement.
91	John Gartside -	- - -	Joseph Herrod - Ralph Stopford -	} Two Houses or Tenements, and Two Shops.
90	Kitty Byron -	- - -	Charles Batty - John Darlington - John Bromiley - Joshua Batty -	
89	William Eaton -	- - -	William Eaton -	House or Tenement.
87	John Hampson -	- - -	Abraham Linney -	Stable.
86	John Hall -	- - -	Samuel Mills - John Ashton - James Whitworth - John Backhouse - Edmund Shelmerdine - William Wilde -	} Six Houses or Tenements and Six Hat Shops.
85	John Hampson -	- - -	James Winterbottom.	
84	The same -	- - -	John Backhouse -	
83	The same -	- - -	James Walker -	
81	The same -	- - -	James Crastrick -	
80	The same -	- - -	John Mills -	
79	James Prestwich -	- - -	James Prestwich - James Walker - George Slater - John Mills -	} Four Houses or Tenements.
78	John Smith -	- - -	John Lamb - Samuel Ashton -	
77	Joshua Linney -	- - -	Joseph Linney -	House or Tenement.
76	John Smith -	- - -	Peter Cooke -	House or Tenement.
75	Ann Lees -	- - -	Ann Lees - George Wilkinson - James Winterbotham -	} Three Houses or Tenements.
74	Richard Butterworth	- - -	Richard Butterworth	
73	Trustees under Thomas Stopford's Will.	- - -	James Taylor - -	House or Tenement and Public Houses.
72	Ralph Stopford -	- - -	Joshua Linney - - Charles Wood - -	} Two Houses or Tenements.

Township of Audenshaw in the Parish of Ashton-under-Lyne in the County Palatine of Lancaster.

No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
71	Trustees under Thomas Stopford's Will.	- - -	John Wilkinson -	One House or Tenement.
70	Kitty Byrom -	- - -	Kitty Byrom -	One House or Tenement.
69	Daniel Slater -	- - -	George Batty -	One House or Tenement.
68	Thomas Stanley -	- - -	Thomas Stanley -	One House or Tenement.
67	Sarah Walker -	- - -	James Cook - Charles Edge - Abraham Leech -	Three Houses or Tenements.
66	Mary Cooke -	- - -	Joseph Hibbert - Samuel Wild -	Two Houses or Tenements.
64	Samuel Kershaw -	- - -	Samuel Kershaw -	House or Tenement.
63	John Andrew -	- - -	Joseph Prestwich - William Thompson -	Two Houses or Tenements.
62	The Trustees under the Will of the late John Walker.	- - -	William Birchell - Jonathan Hogg -	Two Houses or Tenements.
61	John Knowles -	- - -	George Stanley -	House or Tenement.
60	Samuel Kershaw -	- - -	Mary Thorpe - Thomas Wiltshaw - James Bromiley - Joseph Butterworth -	Four Houses or Tenements.
59	Mary Linney -	- - -	Mary Linney -	House or Tenement and Weaving Shop.
40	Earl of Stamford and Warrington.	- - -	John Wood - John Marsland -	Farm House and Outbuildings and Cottage.
32	Ralph Stopford -	- - -	Ralph Stopford -	House and Garden.
29	William Bentley -	- - -	John Swindells -	Public House and Smithy.
27	Earl of Stamford and Warrington.	The Reverend John Hutchinson, First Lessee; Samuel Knott, Under-lessee.	John Swindells -	Farm House and Orchard.
23	Earl of Stamford and Warrington.	Thomas Bradshaw.	Thomas Bradshaw - Edward Scholfield -	Workshop and Two Houses or Tenements and Garden.
21	John Frederick Foster.	- - -	George Slack - Joseph Cumberbeech - William Rider - William Cropper - Betty Fielden - Benjamin Worth -	Six Houses or Tenements and small Garden.
20	Sarah Hampson -	- - -	Joseph Frith - Henry Mills -	Three Houses or Tenements and Garden (One House empty).
19	William Bentley -	William Wright Daniel Hodgson	William Wright - Matthew Fielden - Thomas Dodgson - James Wright -	Mill and Four Houses or Tenements.

[Local.]

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No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
5	Earl of Stamford and Warrington.	William Bentley, First Lessee Thomas Corns, Under-lessee	Thomas Corns - William Bentley -	Farm House and Out-buildings.

Township of Gorton in the Parish of Manchester in the County Palatine of Lancaster.

217	Betty Hyde -	-	-	Samuel Scholfield -	} Two Houses or Tenements.
				John Royle -	
216	James Blomley -	-	-	James Blomley -	} Two Houses or Tenements.
				Samuel Cragg -	
214	John Ollerenshaw -	-	-	Richard Barber -	} Two Houses or Tenements.
				William Green -	
213	Ann Ainsworth and Jane Ainsworth.	-	-	Robert Grimshaw -	} Two Houses or Tenements.
				William Walker -	
207	Lord Kenyon -	-	-	Joseph Stopford -	Farm House and Out-buildings.
200	Aaron Lees -	-	-	Joseph Robinson -	} Eight Houses or Tenements (One empty).
				Adam Green -	
				William Smith -	
				James Harrison -	
				Joshua Taylor -	
				Joseph Howarth -	
194	Aaron Lees -	-	-	Samuel Walmsby -	} Plantation.
				Aaron Lees -	

Township of Openshaw in the Parish of Manchester in the County Palatine of Lancaster.

180	Cornwall Leigh -	Aaron Lees -	Aaron Lees -	Farm House and Out-buildings.
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Township of Ardwick in the Parish of Manchester in the County Palatine of Lancaster.

151	William Brocklehurst and John Brocklehurst.	-	-	William Brocklehurst -	} Potteries and Buildings.
				John Brocklehurst -	
147	William Brocklehurst and John Brocklehurst.	-	-	Benjamin Ratcliffe -	Farm House and Out-buildings.
132	Henry Weech Burgess.	-	-	Henry Weech Burgess -	} Seven Houses or Tenements (Two empty) and Garden.
				William Mycock -	
				James Burton -	
				Robert Cross -	
				John Bovill -	

No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
127	Trustees of the late James Bremner.	- - -	Joseph Higgin -	Garden.
125	Robert Lomas -	- - -	Elizabeth Hall - James Wood - John Thompson - Jonathan Walmsley - John Ogden - Henry Brierley - Thomas Ford - William Bailey - Abraham Marsden - Thomas Taylor - William Hurst -	Eleven Houses or Tenements.
124	Ann Wolfenden -	- - -	George Wood - William Holland - Robert Jeffrey - George Thomas - John Nolan - Robert Redfern - Thomas Dobar - Sarah Pruss - William Ward -	
123	Robert Lomas -	- - -	William Williamson - Thomas Jones - William Watson - John Beverton -	Two Houses or Tenements and Two Cellars.
122	Mary Ann Fletcher, Spinster.	- - -	John Spencer - William Perkin - John Horton -	Three Cottages or Tenements.
121	William Sutton -	- - -	Thomas Crowther - Charles Alsop - Francis Duffy - John Duffy - Thomas Millward -	Five Houses or Tenements.
120	The Trustees and Assignees of the late James Bremner.	- - -	William Smith - Sarah Bremner - Joseph Higgins - John Hewitt - John Gibbins - John Winsor - John Barrett - Samuel Chalmers - John Harmer - Betty Needham - James Blease - Robert Walker - Edward Mills -	Twelve Houses or Tenements and Stable and Gardens.
119	John Wainwright -	- - -	John Newton Jackson - John Wainwright -	Eight Houses or Tenements (Six in an unfinished State).
118	Thomas Wright -	- - -	William Harrison -	Cellar.
117	Thomas Wright -	- - -	Joseph Armstrong -	House or Tenement.
116	William Ackers -	- - -	James Rogers - William Williams -	House or Tenement and Cellar.

No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
115	Mary Ann Fletcher	- - -	Alice Harrison - Mary Cole -	} House or Tenement and Cellar.
114	Job Hague -	- - -	Job Hague -	} House or Tenement.
113	William Ackers -	- - -	Edward Clulow -	} House or Tenement.
112	Francis Griffiths -	- - -	James Harrison -	} House or Tenement and Cellar.
111	John Bradbury -	- - -	James Clegg - James Cooper -	} House or Tenement and Cellar.
110	John Cheslet -	- - -	Richard Walworth - William Wilson -	} House or Tenement and Cellar.
109	William Ackers -	- - -	Thomas Jones -	} House or Tenement.
108	John Swindells -	- - -	Thomas Swindells - John Holland -	} House or Tenement and Cellar.
107	William Ackers -	- - -	William Rider - Joseph Owen -	} House or Tenement and Cellar.
106	John Walker -	- - -	Martha Shaw -	} King's Head Public House, Brewhouse, and Outbuildings.
105	John Brooks -	- - -	Matthew Brown - Mary Potter - William Luke - William Priest - Peter Higgings -	} Four Houses or Tene- ments and Gardens and Brick Croft.

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