



ANNO SEPTIMO

# GULIELMI IV. REGIS.

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## *Cap. xxii.*

An Act for making and maintaining a Railway from the Town of *Lancaster* to the Town of *Preston* in the County Palatine of *Lancaster*.

[5th *May* 1837.]

**W**HEREAS the making a Railway from the Town of *Lancaster* to the Town of *Preston* in the County Palatine of *Lancaster* would be of great public Advantage by facilitating the Communication between the said Town of *Lancaster* and the Neighbourhood thereof, and the Commercial and Manufacturing Districts of the said County: And whereas the King's most Excellent Majesty, in right of His Duchy of *Lancaster*, is entitled to certain Lands which may be required for the Purposes of the proposed Railway: And whereas the several Persons herein-after named are willing at their own Expence to carry into execution the said Undertaking; but the same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in Parliament assembled, and by the Authority of the same, That *George Burrow, Thomas Housman* Proprietors  
*Higgin, Thomas Eastwood, John Whiteside, William Jackson, Gabriel* incorporated.  
[*Local.*] 8 B *Coulston,*

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Coulston, Jonathan Dunn, John Greg, John Jackson, Hornby Roughsedge, Richard Rossall, John Blackburn, George Marton, William Satterthwaite, William Waithman, Edmund George Hornby, Richard Wilson, Joshua Hadwen, Robert Knight, William Rossall, Isabella Swainson, Benjamin Coley, Richard Clark, James Clarkson, John Harker, Edward Bradshaw, John Coulston, John Marr, John Bruntton, John Brockbank, Richard Jenkinson, Thomas Coulston, Richard Wearing the younger, Christopher Thornton Clark, John Moore, John Townley, Robert Jackson, Edmund Jackson, John Tunstall, John Leech, John Butterworth, John Kendall, William Bush, Robert Hinde, Thomas Coulston the younger, William Kirkby Moore, Robert Townley, George Carruthers, John Carruthers, Samuel Hinde, Thomas Eskrigge, George Jackson, William Robinson, James Giles, Thomas Wise, George Burrows, Robert Hawthornthwaite, George Warbrick, Edward Dodson Salisbury, William Bradshaw, William Threlfall, John Waller, John Barrow, Thomas Dewhurst, William Marsland, Samuel Preston, Henry Foxcroft, John Brockbank the younger, John Procter, Richard Hall, Leonard Lamb, Henry Verity, Maria Shepherd, John Aldren, Richard Waterhouse, Richard Wells, Ann Hall, Mary Harding, William Bagot, Thomas Atkinson, William Bailey Parkinson, William Dixon, John Hargreaves, Richard Dunn, Richard Bryning, William Fox, James Harrison, John Heald, Richard Heaton, John Rigg, John Hamilton, John Henry Holthonsen, William Satterthwaite the younger, Richard Kenyon, William Briggs, John Balderstone, John Moss, William Hughes, Christian Edward Jefferson, John Smithson Leeming, Oliver Toulmin Roper, John Lodge, John Pritt, Francis Dale, William Whewell, Elizabeth Heaton, Hannah Boulton, Richard Farrer, William Birkitt, George Hoyle, James Stockdale Harrison, John Sharp, James Cornelius Satterthwaite, William Waltham Atkinson, Margaret Charrier, Jane Pritt, Jeremiah Wane, Edward Denis de Vitre, Ann Hinde, William Perry, Michael Satterthwaite, John Catterall, John Fearnside, John Waithman, Henry George Gibson, William Gillison Bell, John Lingard, William Sharp, Ann Robinson, Cornelius Nicholson, Thomas Pritt, Stephen Jackson, Isaac Penny, Bernard Gilpin, John Yates, John Satterthwaite, James Ashburner, William Postlethwaite, John Postlethwaite Myers, James Whinray, Mary Tyson, Joseph Crossthwaite, John Redhead, Roger Postlethwaite, Woodburn Postlethwaite, John Hudson, John Mann, William Dixon, Jane Noon, Thomas Lamb, John Bower, David Moore, Christopher Johnson, Thomas Langton Birley, George Brown, John Taylor, John Foster, Thomas Birley, William Birley, Charles Birley, Job Dacre, Dorothy Roxall, Isabel Roxall, Bella Seward, John Manby, Thomas Thompson, John Dalton, Thomas Inman, Thomas Mee Gorst, Richard Gillow, John Overend, Richard Herdman, Robert Gillow, Thomas Richmond Gale Braddyle, Christopher Smith, George Moody, Thomas Harrison, John Pollard, Henry Gaskell, John Hargreaves, Robert Garnett, Peter Simpson, Richard Moore, and all other Corporations and Persons who have subscribed or shall hereafter subscribe towards the said Undertaking, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby united into a Company for making and maintaining the said Railway and other Works by this Act authorized, and for other the Purposes herein declared, according to the Provisions and Restrictions herein-after mentioned,

mentioned, and for that Purpose shall be One Body Corporate by the Name and Style of "The *Lancaster and Preston Junction Railway Company*," and by that Name shall have perpetual Succession and a Common Seal, and by that Name shall and may sue and be sued, and also shall have Power and Authority to purchase, hold, and sell Lands for the Use and Benefit of the said Undertaking, without incurring any Penalties or Forfeitures, and shall have and exercise all other Powers and Authorities which are herein-after given or mentioned.

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

Rules for the Interpretation of this Act.

III. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to construct 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 on the Plan and described in the Book of Reference which have been deposited with the Clerk of the Peace for the County of *Lancaster*; (that is to say,) to commence in, at, or near to a certain Close or Field now or late belonging to *Henry Hargreaves* Esquire, and now or late in the Occupation of *Thomas Atkinson* as Tenant, being on the South-west Side of the Turnpike Road leading from *Lancaster* to *Preston*, and near to *Penny Street Bridge* in the Borough or Town of *Lancaster* in the County of *Lancaster*, and extending into or passing through the several Parishes of *Lancaster*, *Cockerham*, *Garstang* otherwise *Garstang Church Town*, *Saint Michaels le Wyre*, *Kirkham*, and *Preston* in the same County or some of them, and also extending into or passing through the several Boroughs, Townships, Hamlets, Extra-parochial or other Places of *Lancaster*, *Aldcliffe*, *Scotforth*, *Ashton with Stodday*, *Ellel*, *Holleth*, *Forton*, *Cleveley*, *Cabus*, *Lower or Nether Wyersdale*, *Garstang*, *Barnacre with Bonds*, *Catterall*, *Cloughton*, *Bilsborough*, *Barton*, *Myerscough*, *Inskip with Sowerby*, *Hollowforth*, *Newsham with Goosnargh* otherwise *Goosnargh with Newsham*, *Wood Plumptton*, *Eaves*, *Catforth*, *Bartell*, *Whittingham*, *Broughton*, *Lea*, *Ashton*, *Ingol* and *Cottam*, *Fullwood* and *Preston*, in the same County, or some of them, and to terminate at, upon, or near to certain Dwelling Houses and Premises now or late belonging to *James Blackburne*, and now or late in the Occupation of *Thomas Whiteside* and others as Tenants, being on the South Side of a certain Street in the Borough or Town of *Preston* called *Dock Street*, in the said County of *Lancaster*.

Company empowered to make the Railway.

IV. And

Penalty on obstructing Persons employed in the Construction of the Railway

IV. And be it further enacted, That if any Person shall wilfully and maliciously obstruct or prevent any Person 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 Ten Pounds nor less than Five Pounds for every such Offence.

Plan and Book of Reference to remain in Custody of Clerk of the Peace.

V. And whereas a Plan describing the Line of the said Railway, and the Lands upon or through which the said Railway and the Works connected therewith are intended to be carried or made, together with a Book of Reference thereto containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees and Occupiers of such Lands, have been deposited with the Clerk of the Peace for the County of *Lancaster*; be it therefore enacted, That the said Plan and Book of Reference so deposited shall remain with and be kept by the said Clerk of the Peace, 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 Plan and Book of Reference respectively, paying to the said Clerk of the Peace for every Inspection the Sum of One Shilling, and for Copies of or Extracts from the said Book of Reference after the Rate of Sixpence for every One hundred Words; and the said Plan and Book of Reference, or true Copies thereof respectively, or of so much thereof respectively as shall relate to any Matter in question, certified by the said Clerk of the Peace, shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

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

VI. Provided always, and be it further enacted, That it shall be lawful for the said Company to construct the said Railway and other Works in the Line or Course, and upon, across, under, or over, the Lands delineated on the said Plan, although such Lands or any of them, or the Situation thereof respectively, or the Names of the Owners, Lessees, or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in the said Book of Reference or in the Schedule to this Act annexed, if it shall appear to any Justice of the Peace for the said County of *Lancaster* (in case of Dispute about the same), and be certified by Writing under his Hand, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake or Inadvertence; and the Certificate of the said Justice shall be deposited with and remain in the Custody of the Clerk of the Peace for the said County.

Company empowered to deviate from Plan to an Extent not exceeding 100 Yards.

VII. And be it further enacted, That the said Company, in constructing the said Railway and other Works by this Act authorized, shall have full Power and Authority to deviate from the Line delineated on the Plan deposited with the Clerk of the Peace as herein-before mentioned: 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, nor shall such Deviation extend into any Lands which are not delineated upon the said Plan or described in the said Book of Reference,

Reference, or into the Lands or Property of any Person whose Name is not mentioned in the said Book of Reference, unless such Lands or the Name of such Person shall have been omitted by Mistake, and the Fact that such Omission proceeded from Mistake shall have been certified in manner in this Act provided for in Cases of unintentional Errors in the said Book of Reference, or unless such Person shall have become possessed of any Lands mentioned in the said Book of Reference subsequently to the Thirtieth Day of *November* One thousand eight hundred and thirty-six; nor shall any such Deviation extend into any Lands belonging to the King's most Excellent Majesty in right of His Duchy of *Lancaster* without the Consent of the Chancellor of the said Duchy first had and obtained for that Purpose.

VIII. Provided also, 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, 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 then 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 from such Schedule shall have proceeded from Mistake, and unless it shall be so certified in manner in this Act provided for in Cases of unintentional Errors in the said Book of Reference.

Houses and Gardens not to be used without Consent unless specified in the Schedule.

IX. Whereas the said Railway is intended to be carried through certain Lands in the Township of *Paston*, the Property of *William Tomlinson* and *Thomas Tomlinson* Esquires, called the *Green Bank* Estate and the *Ox Heys* Estate, a Portion of which adjoining the *Lancaster* Canal has been set apart and appropriated for the Purpose of making Wharfs to the said Canal, which Land is intended to be and the same is now in the course of being levelled for the Purpose of communicating with the said Canal, and the said Railway is planned so as to separate and cut off a considerable Portion of the said Wharf Lands, unless Provision be made for forming proper Communications with the same under the said Railway; be it therefore enacted, That the said Company, on crossing the said Wharf Land, shall make and construct Three Arches under the said Railway for the Purpose of keeping open a free Communication between the Parts so divided as aforesaid; which Arches shall commence at a Distance of Fifty Feet from the Side of the Canal, and shall proceed in a Northerly Direction under the said Railway, the Piers of which Arches shall be sunk so as to admit of the Level of the said Land there being made Three Feet below the Surface Level of the Water of the said Canal; and the Span of each Arch shall be at least Twenty-one Feet, and so formed that the Soffit of the Arch shall be at least Thirteen Feet in Height above the Level of the said Canal, and the Springing of each Arch shall be at least Nine Feet above the same Level; which Arches shall

For protecting the Wharf Land of Messrs. Tomlinson in the Green Bank Estate.

[Local.]

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be made in a firm and substantial Manner, and shall at all Times be kept in good and sufficient Repair by and at the Expencc of the said Company.

For making  
a Bridge over  
Aqueduct  
Street.

X. And be it further enacted, That where the said Railway shall cross a certain Street in the Land of the said *William Tomlinson* and *Thomas Tomlinson* called *Aqueduct Street*, the said Railway Company shall make and construct and at all Times thereafter keep in repair at their own Expencc a good and substantial Bridge, the Span of the Arch of which shall be at least Thirty-six Feet clear between the Abutments, and the Soffits of the Arch shall be at least Twenty Feet above the Centre of the Street, which is intended to be of the same Height as the Curbstones now placed on the South Side of such Street, and the Spring of the Arch shall be at least Eleven Feet above the same Level, and the said Company shall also at the like Expencc make and construct proper Wing Walls and other Walls for supporting the Embankments of the said Railway on each Side of and leading to the said Bridge.

For the Pro-  
tection of the  
Ox Heys  
Estate.

XI. And be it further enacted, That where the said Railway shall cross a Portion of the Land belonging to the said *William Tomlinson* and *Thomas Tomlinson* called the *Ox Heys* Estate, the said Company shall, in case of any Part of such Land (not purchased by the said Company) being separated and divided from the rest by means of the said Railway, at their own Expencc, (if so required by the said *William Tomlinson* and *Thomas Tomlinson*, or their respective Heirs or Assigns,) make and construct and for ever afterwards keep in repair a Bridge over the said Railway to communicate between the Lands divided thereby, which shall be so formed as to admit of a clear Roadway of Thirty Feet at least between the Parapet Walls of such Bridge, which Parapet Walls shall be at least Four Feet high; and the Road over the said Bridge shall be made by and at the Expencc of the said Company, and so formed that the Inclination thereof shall not be greater than One Foot in Twenty Feet; and the said Company shall also at their own Expencc make and for ever after keep in repair a good and sufficient Culvert under the said Railway and the Embankments thereof, for the Purpose of conveying through the same a Brook running between the Estate called the *Green Bank* and the *Ox Heys* Estate; which Culvert shall be of the same Dimensions thereunder as the Culvert already made for the said Brook under *Brook Street*, which Culvert so to be made by the said Company shall be formed in the Direction now marked out on the Ground for straightening the said Brook, and so that the same may be continued and extended at any Time hereafter by and at the Expencc of the said *William Tomlinson* and *Thomas Tomlinson*, their Heirs and Assigns respectively.

Company not  
to take more  
Lands than  
necessary.

XII. And be it further enacted, That the said Railway Company shall not take any greater Portion of the said Estates than shall be absolutely necessary for making the said Railway and Works, and shall not be allowed to make any Roads or Ways over the said Estates or any Part thereof except the said Railway, and except as herein-

herein-before mentioned, without the Consent in Writing of the said *William Tomlinson* and *Thomas Tomlinson*, their respective Heirs and Assigns.

XIII. And be it further enacted, That it shall be lawful to and for the said *William Tomlinson* and *Thomas Tomlinson*, their respective Heirs and Assigns, to make a Branch Railway to communicate with the said Railway hereby authorized to be made in such Part of the said Estates as they respectively shall think proper; and the said Company shall make Openings in their said Railway and other proper Means for keeping open a Communication therewith from the said Branch, which shall be made by and under the Direction and Control of the Engineer of the Railway Company.

For making a Branch to communicate with the said Railway.

XIV. Provided always, and be it further enacted, That the said Company, in making the said Railway through the Township of *Burton*, shall not deviate from the Line laid down on the Plans herein-before referred to towards the House belonging to *George Jacson* Esquire, situate on the East Side of such Line, without the Consent of the said *George Jacson* in Writing first had and obtained: Provided also, that where the said Railway shall be elevated above the adjoining Lands on the Estate of the said *George Jacson* it shall and may be lawful for the said *George Jacson*, or the Owner for the Time being of the said Estate, to plant the Slopes of the Embankment thereof with any Sort of Timber Trees, Plants, or Shrubs, which said Timber Trees, Plants, or Shrubs shall belong to and be the Property of the said *George Jacson*, or the Owner for the Time being of the said Estate, and he shall have full Power and Authority to enter therein from Time to Time for the Purpose of planting, pruning, and cutting the same, causing thereby no Injury or Impediment to the said Railway: Provided also, that it shall be lawful for the said Company to top, cut, or prune any such Trees, Plants, or Shrubs as may overhang or interfere with the proper Use and Maintenance of the said Railway.

Company not to deviate towards Mr. Jacson's House.

XV. Provided also, and be it further enacted, That the Culvert to be made over the Stream called *Barton Brook*, and any Alteration in the Course of the said Brook, shall be made in such Way and Manner, and of such Dimensions and Extent, as the said *George Jacson* shall determine.

Barton Brook to be altered in such Manner as Mr. Jacson shall determine.

XVI. And be it further enacted, That the Company hereby incorporated shall not bring any Part of the said Railway or Works within the Distance of Five Yards Westward of the Line now laid down upon the Plan deposited in the Office of the Clerk of the Peace for the County of *Lancaster*, in so far as the said Line is opposite to the Property belonging to *Daniel Newham*, Flax-spinner, at *Friar Field Mill*, at *Preston*.

Not to deviate in the Property of Daniel Newham.

XVII. Provided also, and be it further enacted, That nothing in this Act contained shall authorize or enable the said Company to deviate from the Line delineated on the Plan deposited with the Clerk of the Peace of the said County of *Lancaster* through any of the Lands and Grounds belonging to *Thomas Fitzherbert Brockholes* Esquire,

For the Protection of Mr. Brockholes' Property.

Esquire, without the Consent in Writing of the said *Thomas Fitzherbert Brockholes*, his Heirs or Assigns, for that Purpose first had and obtained: Provided also, that when the said Railway shall be elevated above the adjoining Lands on the Estate of the said *Thomas Fitzherbert Brockholes* it shall and may be lawful for the said *Thomas Fitzherbert Brockholes*, his Heirs and Assigns, to plant the Slopes of the Embankments thereof with any Sort of Timber Trees, Plants, or Shrubs, which said Timber Trees, Plants, or Shrubs shall belong to and be the Property of the said *Thomas Fitzherbert Brockholes*, his Heirs and Assigns; and he and they shall have full Power and Authority to enter therein from Time to Time for the Purpose of planting, pruning, and cutting the same, causing thereby no Injury or Impediment to the said Railway: Provided also, that it shall be lawful for the said Company to top, cut, or prune any such Trees, Plants, or Shrubs as may overhang or interfere with the proper Use and Maintenance of the said Railway.

Works necessary where the Lancaster and Preston Railway shall cross the Preston and Wyre Railway, to be done under the Direction of the Preston and Wyre Railway Company.

XVIII. And whereas the said intended *Lancaster and Preston* Railway will cross the Line of the *Preston and Wyre* Railway, and it is proposed that such Crossing shall be upon a Level with the said *Preston and Wyre* Railway, in which Case it will be requisite that the Level of the said *Preston and Wyre* Railway shall be raised not exceeding Ten Feet Six Inches above the Water Level of the *Lancaster* Canal; be it therefore further enacted, That such Crossing or Communication between the said Railway hereby authorized to be made and the said *Preston and Wyre* Railway, and all such Openings in the Ledges and Flanches of the said *Preston and Wyre* Railway as shall be convenient or necessary for effecting such Crossing or Communication, and also the Alteration of Levels of the said *Preston and Wyre* Railway, and the Accommodation of the Levels of the Two Railways at the Point of Crossing or Communication, shall be made under the Direction and Superintendence of the Engineer for the Time being of the *Preston and Wyre* Railway Company.

Tolls to be charged for all Carriages passing from the Preston and Wyre Railway on to the Lancaster and Preston Railway, and vice versâ, shall be charged by Mileage according to Distance and not in gross.

XIX. And be it further enacted, That for, and notwithstanding any thing herein contained to the contrary, and in consideration of the said *Preston and Wyre* Railway Company consenting to raise the Levels of their Railway, and of the other Facilities afforded by them of crossing their said Railway as aforesaid, the said Company hereby established shall not take or receive, in respect of any Carriages coming from or going to the said *Preston and Wyre* Railway, and using any Part of the said Railway hereby established, any further or greater Toll or Rate than shall be estimated according to the actual Distance which such Carriages shall have passed upon the said Railway hereby established, and shall not be authorized to charge any gross Toll or Rate, or the Toll or Rate which in any other Cases would be demandable for any specific Number of Miles, although such Number of Miles might not have been passed over: Provided always, that every Fraction of a Mile not amounting to a Mile shall and may be charged as an entire Mile.

Mode of crossing the Preston and

XX. And be it further enacted, That the said Railway Company hereby authorized, and their Officers and Servants, and all Persons employed



employed by them, and all other Persons using and travelling upon the Railway hereby established, and intending to cross the Line of the *Preston* and *Wyre* Railway, shall be subject and liable and shall conform to and obey the Control and Direction of the said *Preston* and *Wyre* Railway Company and their Engineer for the Time being, who shall have full Power and Authority to regulate and direct the Times when, and the Rate and Speed at which, and also the Manner in which Carriages shall pass across the Line of the said *Preston* and *Wyre* Railway, for the Purpose of securing a free and undisturbed Use of the said *Preston* and *Wyre* Railway, but so that as little Interruption and Interference as possible to the free and commodious Passage of the Carriages travelling on the said Railway hereby established across the Line of the said *Preston* and *Wyre* Railway shall take place.

Wyre Railway to be regulated by that Company or their Engineer.

XXI. And whereas the Crossing or Communication between the Railway hereby authorized to be made and the *Preston* and *Wyre* Railway will be so near a Right Angle so as to afford little or no Facility for Carriages to pass from one Railway to the other; and in order to enable Carriages of all Descriptions to pass with Safety and Convenience from the Railway hereby authorized to be made on the *Preston* and *Wyre* Railway, be it therefore further enacted, That the said Company hereby established shall, at any Time when required so to do by the said *Preston* and *Wyre* Railway Company, permit and suffer a Communication to be made between the said *Preston* and *Wyre* Railway and the Railway hereby authorized to be made, at such Part between the Point where the said Two Railways shall cross each other and that Point of the Railway hereby authorized to be made where it is intended to cross *Bridge Lane* in the Town of *Preston*, and that such Communication shall be made, and the Openings in the Ledges or Flanches of the Railway hereby authorized to be made for completing such Communication shall be made under the Direction and Superintendence of the Engineer for the Time being of the said *Lancaster* and *Preston* Railway Company.

The *Preston* and *Wyre* Railway may make a Communication with *Lancaster* and *Preston* Railway, between the Place where the *Lancaster* and *Preston* Railway shall cross the *Preston* and *Wyre*, and the Town of *Preston*.

XXII. Provided always, and be it further enacted, That the said *Preston* and *Wyre* Railway Company, and their Officers and Servants and all Persons employed by them, and all other Persons using and travelling upon the said *Preston* and *Wyre* Railway, and intending to come into the Line of the Railway hereby established, shall be subject and liable and shall conform to and obey the Control and Direction of the Railway Company hereby established, and their Engineer for the Time being, who shall have full Power and Authority to regulate and direct the Times when, and the Rate and Speed at which, and also the Manner in which Carriages shall pass or come into the Line of the said Railway hereby established, for the Purpose of securing a free and undisturbed Use of the said Railway hereby established, but so as that as little Interruption and Interference as possible to the free and commodious Passage of the Carriages travelling from the said *Preston* and *Wyre* Railway upon the Line of the Railway hereby established shall take place.

The travelling upon the *Lancaster* and *Preston* Railway to be regulated by that Company or their Engineer.

Junction  
with the  
North Union  
Railway.

XXIII. And whereas it is intended that the said Railway hereby authorized to be made shall communicate with the said North Union Railway at *Dock Street* in the Town of *Preston*; be it therefore enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the said *Lancaster and Preston Railway Company* hereby incorporated to take or enter upon any of the Lands or Grounds of the North Union Railway Company, nor to alter, vary, or interfere in any Manner whatever with the said North Union Railway or any of the Works thereof, (except so far as may be necessary for the Purpose of effecting the said Junction at *Dock Street* in case the North Union Railway Company shall not have made the same within Three Years from the Time of passing this Act,) without the Consent in Writing for such Purpose first had and obtained under the Common Seal of the said North Union Railway Company: Provided always, that all the Communications, and all Openings in the Ledges or Flanches of the said North Union Railway as may be necessary or convenient for making such Communications, and all other Works which may be necessary to be made for the Purpose of effecting such Junction, shall be made under the Direction and Superintendence and to the Satisfaction of the Engineers for the Time being of the said North Union Railway Company, and in such Manner and on such an Inclination as they or any of them shall prescribe for the Purpose of making such Junction: Provided always, that nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the North Union Railway in and by an Act passed in the Fourth Year of the Reign of His present Majesty King *William the Fourth*, intituled *An Act for uniting the Wigan Branch Railway Company and the Preston and Wigan Railway Company, for authorizing an Alteration to be made in the Line of the last-mentioned Railway, and for repealing, altering, and amending the Acts relating to the said Railway*; and that the said *Lancaster and Preston Railway*, or any other Railway or Road to be hereafter made by virtue of this Act for the Purpose of communicating with or which shall communicate with the said *Lancaster and Preston Railway*, and which shall be intended to cross the North Union Railway, shall not be made or laid down on the Level of the said North Union Railway without the Consent in Writing for such Purpose first had and obtained under the Common Seal of the said North Union Railway Company, but in all Cases such Crossings shall, unless such Consent be first had and obtained, be made and carried over by means of a Bridge or beneath by means of a Tunnel or Arch; and such Bridge, Tunnel, or Arch shall be built or constructed under the Direction and Superintendence and to the Satisfaction of the Engineer for the Time being of the North Union Railway Company, but at the Expence of the Company hereby incorporated, and so as not to injure the said North Union Railway, or obstruct or hinder the free Passage over, upon, or along the same.

Providing  
against Ob-  
structions to

XXIV. And whereas the said Railway is intended to pass over the *Lancaster Canal Navigation* at or near a certain Place in the  
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Township

Township of *Preston* called or known by the Name of *Spittals Moss*, and it is expedient to provide against Obstructions being occasioned thereby to the free Navigation of the said Canal; be it therefore enacted, That in carrying the said Railway over the said *Lancaster Canal* the said Company of Proprietors hereby incorporated shall and they are hereby required, at their own Expence, to make a good and substantial Bridge of Stone or Iron over the said Canal and the Towing Path thereof, with proper Approaches thereto, with perpendicular Foundation Walls to such Bridge, the under Side of the Opening at the Keystone of the Arch of such Bridge not being less than Eleven Feet in Height above the Level of Six Feet Water in the said Canal, upon which Bridge the said Railway shall be made, and the Opening or Span between the Abutment Walls of such Bridge shall not be less than Forty Feet wide on the Square, of which Thirty-three Feet shall constitute the Waterway, and the remaining Nine Feet shall constitute the Towing Path of the said Canal, and that the Water Wing of the Towing Path under such Bridge shall not incline more than One Inch in Twelve Inches; and that the said Company hereby incorporated shall for ever thereafter maintain the same Bridge in good and sufficient Repair and Condition, and of the Dimensions aforesaid.

the Lancaster Canal,  
&c.

XXV. Provided always, and be it further enacted, That the said Company hereby incorporated shall and they are hereby required, during the Progress of constructing of the said Bridge or of the necessary Repairs thereof, or of the Erection of any future Bridge in lieu thereof, from Time to Time and at all Times to leave an open uninterrupted navigable Waterway on the said Canal of not less than Sixteen Feet Six Inches in Width, and a Towing Path not less than Five Feet in Width, during the Time of constructing such Bridge; and in case that, by reason of the Execution of any of the Works by this Act authorized, or by reason of the bad State of Repair of the said Bridge, the said Canal shall be obstructed, or that Boats, Barges, or other Vessels navigating or using the same shall not be able to pass along the same, then and in either of the said Cases the said Company of Proprietors hereby incorporated shall pay to the said Company of Proprietors of the *Lancaster Canal Navigation*, as ascertained Damages, the Sum of Fifty Pounds for every Day during which such Obstruction or Interruption shall continue on the said Canal, and so in proportion for any less Time than One Day; and in default of Payment of the said Sums on Demand made upon the Treasurer, Secretary, or Principal Clerk of the Company hereby incorporated, any Two or more of His Majesty's Justices of the Peace for the County of *Lancaster* are hereby empowered and required, on Application made to them by any Person authorized for that Purpose by the Committee for the Time being of the said Company of Proprietors of the *Lancaster Canal Navigation*, by Warrant under their Hands and Seals to cause the Amount of such Sum or Sums of Money to be levied by Distress and Sale of any Goods and Chattels vested in the said Company of Proprietors hereby incorporated, and to be paid to the said Company of Proprietors of the *Lancaster Canal Navigation*, or to their Treasurer or Clerk for the Time being, rendering the Overplus (if any); on Demand, after deducting the

Construction  
of Bridges,  
&c.

the reasonable Charges of making such Distress and Sale, and the Costs and Expences of hearing and determining the Matter in dispute, to be settled by either of such Justices, to the Treasurer of the said Company appointed by this Act, for the Use of such Company; or the said Company of Proprietors of the *Lancaster* Canal Navigation may sue for and recover the same, together with Costs of Suit, against the said Company hereby incorporated, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*, or in His Majesty's Court of Common Pleas at *Lancaster*.

Limiting  
Deviations.

XXVI. Provided always, and be it further enacted, That it shall not be lawful for the said Company hereby incorporated to make any Deviation whatsoever from the Course or Direction of the said Railway in crossing the *Lancaster* Canal as aforesaid to a greater Extent than Twenty Yards, any thing in this Act contained to the contrary thereof notwithstanding.

Company  
may contract  
for the  
Works.

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

Enabling the  
Chancellor  
and Council  
of the Duchy  
of Lancaster  
to contract  
with the  
Company for  
the Sale of  
Lands be-  
longing to  
the King.

XXVIII. And whereas it may be expedient that the Chancellor and Council of the Duchy of *Lancaster* should be authorized and empowered to sell to the said Company all such Lands of and belonging to the King's most Excellent Majesty, in right of His Duchy of *Lancaster*, as may be necessary to be purchased, taken, or used for the Purpose of making such Railway; be it therefore enacted, That it shall be lawful for the Chancellor and Council of His Majesty's Duchy of *Lancaster* for the Time being to contract and agree with the said Company for the Sale of any Lands which by the said Company shall be thought necessary to be purchased, taken, or used for the Purposes of this Act in the Line of the said intended Railway belonging to His Majesty or His Heirs and Successors in right of His said Duchy, at and for such Price and upon such Terms and Conditions as shall be settled and agreed upon between the said Chancellor and Council and the said Company; and upon Payment of such Sums of Money as shall be settled and determined upon as and for the Price and Consideration for such Lands, it shall be lawful for the said Chancellor and Council of the said Duchy for the Time being,

being, by any Deed or Writing under the Seal of the said Duchy, for and in the Name of His Majesty, His Heirs and Successors, to grant and convey the same Lands and the Fee Simple and Inheritance thereof to the said Company for the Uses and Purposes of this Act; which said Deed or Writing under the Seal of the said Duchy, being inrolled in the Court of the Duchy Chamber of *Lancaster* within Six Calendar Months from the Date thereof, shall be sufficient and effectual to vest in the said Company the Fee Simple and Inheritance thereof for the Uses and Purposes of this Act, any thing contained in an Act passed in the First Year of the Reign of Queen *Anne*, intituled *An Act for the better Support of Her Majesty's Household and the Honour and Dignity of the Crown*, or in any other Act, to the contrary thereof in anywise notwithstanding; and all Sums of Money to be paid as and for the Purchase or Consideration Money for the Lands so to be sold and conveyed as last mentioned, under and by virtue of this Act, shall be paid by the said Company or their Treasurer into the Hands of the Receiver General of the said Duchy for the Time being or his Deputy, and shall be by him paid, applied, and disposed of according to the Provisions and Regulations contained in an Act passed in the Forty-eighth Year of the Reign of His Majesty King *George* the Third, intituled *An Act to improve the Land Revenue of the Crown in England, and also of His Majesty's Duchy of Lancaster*, or any other Act or Acts now in force for that Purpose.

1 Ann. c. 7.

48 G. 3. c. 73.

XXIX. And be it further enacted, That for the Purposes and subject to the Provisions and Restrictions of this Act the said Company, their Agents and Workmen, and all other Persons by them authorized, are hereby empowered to enter into and upon the Lands of any Corporation or Person 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 or any Lands adjoining thereto to bore, dig, cut, embank, and sough, and to remove or lay, and also to use, work, and manufacture, any Earth, Stone, Rubbish, Trees, Gravel, or Sand, or any other Materials or Things which may be dug or obtained therein or otherwise in the Execution of any of the Powers of this Act, and which may be proper or necessary for constructing, maintaining, altering, repairing, or using the said Railway and other Works by this Act authorized, or which may obstruct the constructing, maintaining, altering, repairing, or using the same respectively, according to the true Intent and Meaning of this Act; and also, for the Purposes and according to the Provisions and Restrictions of this Act, to make or construct in, upon, across, under, or over the said Railway or other Works, or in, upon, across, under, or over any Lands, Streets, Hills, Valleys, Roads, Railroads or Tramroads, Rivers, Canals, Brooks, Streams, or other Waters, such Inclined Planes, Tunnels, Embankments, Aqueducts, Bridges (whether temporary or permanent), Roads, Ways, Passages, Conduits, Drains, Piers, Arches, Cuttings, and Fences, and also to erect and construct such Houses, Wharfs, Warehouses, Toll Houses, Landing Places, Engines, and other Buildings, Machinery, Apparatus, and other

Power to take Lands, &amp;c.

[Local.]

8 E

Works

Works and Conveniences as the said Company shall think proper; and also to alter the Course of any Rivers, Canals, Brooks, Streams, or Watercourses during such Time as may be necessary for constructing and maintaining Tunnels, Bridges, Arches, or Passages over or under the same; and also to divert or alter the Course of any Rivers or Streams of Water, Roads or Ways, or to raise or sink any such Roads or Ways, in order the more conveniently to carry the same over or under or by the Side of the said Railway, and to make Drains or Conduits into, through, or under any Lands adjoining 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 to do and execute all other Matters and Things necessary or convenient for constructing, maintaining, altering, or repairing and using the said Railway and other Works by this Act authorized; they the said Company, their Agents 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 Corporations and Persons interested in any Lands which shall be taken, used, or injured, for all Damages to be by them sustained in or by reason of the Execution of all or any of the Powers hereby granted; and this Act shall be sufficient to indemnify the said Company and all other Persons for what they or any of them shall do by virtue of the Powers hereby granted, subject nevertheless to such Provisions and Restrictions as are herein-after mentioned and contained.

Power to  
treat for the  
Purchase of  
Lands.

XXX. And be it further enacted, That it shall be lawful for the said Company 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 Charges thereon, or such of them or such Part thereof as the said Company shall think proper.

Provision for  
Deficiency in  
Land Tax.

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

or Collector or Receiver to be appointed under this Act is hereby required to pay all such Deficiencies, on Demand thereof, to the Collector of the said Assessments.

XXXII. And be it further enacted, That the Lands to be taken for the Line of the said Railway shall not exceed Twenty Yards in Breadth, except in those Places where a greater Breadth shall be judged necessary for Carriages to wait, load, or unload, and to turn or pass each other, or for raising Embankments for crossing Valleys or low Grounds, or for Cuttings, or for the Erection and Establishment of any fixed or permanent Machinery, Toll Houses, Warehouses, Wharfs, or other Erections and Buildings, and not above Two hundred Yards in any Place except at or near the Terminations of the said Railway, unless with the previous Consent in Writing of the Owners and Occupiers of any Lands which the said Company shall be desirous of appropriating to the obtaining greater Space for the Purposes herein-before mentioned.

Breadth of  
Land to be  
taken for  
the Railway.

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

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

XXXIV. Provided also, and be it further enacted, That in all Cases where in the Exercise of the Powers hereby granted any Carriage or Horse Road, Railway or Tramroad, either public or private, or any Part of the same, 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 to 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

Provision for  
Injury to  
Roads.

as

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 so made and the principal Road restored within Six Calendar Months after the Commencement of such Operation, and the Railway where it shall cross such Turnpike Road shall be made and kept in repair so as to prevent Inconvenience or Obstruction to the Passage along such Turnpike Road; and in case the said Company shall not in manner aforesaid cause a good and sufficient Road to be set out and made before any such Road shall be so injured or prejudiced as aforesaid, or in case any Turnpike Road shall not be restored within Six Calendar Months after the Commencement of the Operation herein-before mentioned, then and in either of such Cases the said Company shall forfeit and pay for each and every Day during which such good and sufficient Road shall be neglected to be made as herein-before directed, or during which such Turnpike Road shall not be restored after the Expiration of the said Six Calendar Months, the Sum of Twenty Pounds; which Penalty shall be recoverable 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 a Screen on the Side of the Railway in case of Danger to Passengers on Turnpike Road.

XXXV. And be it further enacted, That in case the said intended Railway shall at any Time or Times 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 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, or upon any Director, 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



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.

XXXVI. And be it further enacted, That where the said Railway shall cross any Turnpike Road or public Highway, either such Turnpike Road or public Highway (except such as are hereinafter mentioned) shall be carried over the said Railway, or the said Railway shall be carried over the said Turnpike Road or public Highway, 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 in this Act mentioned.

Railway not to cross any Turnpike Road on a Level.

XXXVII. And be it further enacted, That nothing in this Act contained shall prevent the said Company from constructing the said Railway across a certain Street in the Town of *Preston* called *Dock Street*, upon the Level of such Street: Provided always, that the said Company shall on no Occasion allow any locomotive Steam Engine to pass across the said Street called *Dock Street* at a greater Speed than after the Rate of Three Miles in an Hour, under a Penalty of Fifty Pounds for every such Offence; and that the Rails of the said Railway shall not rise above or sink below the Level of such Street more than One Inch.

Restricting Speed of Engines when crossing Dock Street.

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

Where the Railway crosses public Highways on a Level the Company to erect Gates.

XXXIX. And be it further enacted, That where the said Railway shall cross any public Highway on a Level the Edge 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.

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

XL. And be it further enacted, That where any Bridge shall be erected by the said Company for the Purpose of carrying the said Railway over or across any public 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 Twenty-five Feet in the Case of a Turnpike Road, and of not less than Fifteen Feet in all other

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

[*Local.*]

8 F

Cases,

Cases, and of a Height from the Surface of such Road to the Centre of such Arch of not less than Sixteen Feet; and the Descent under any such Bridge shall, in the Case of a Turnpike Road, not exceed One Foot in Thirty Feet, and in the Case of any other public Carriage Road shall not exceed One Foot in Twenty Feet, and in the Case of any private Carriage Road shall not exceed One Foot in Sixteen Feet.

Regulating  
Bridges for  
carrying  
public Roads  
over Railway.

XLI. And be it further enacted, That where any Bridge shall be erected for carrying any public Carriage 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 not less than Twenty-five Feet in the Case of a Turnpike Road, and of not less than Fifteen Feet in all other Cases; and the Ascent of every such Bridge for the Purpose of such public Carriage Road shall not in the Case of a Turnpike Road exceed One Foot in Thirty Feet, and in the Case of any other public Carriage Road shall not exceed One Foot in Twenty Feet, and in the Case of any private Carriage Road shall not exceed One Foot in Sixteen Feet; and a good and sufficient Fence shall be made on each Side of every such Bridge, which Fence shall not be less than Four Feet above the Surface of such Bridge.

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

XLII. 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 and erect and from Time to Time maintain such and so many convenient Gates in, upon, or adjoining the said Railway, and such and so many Bridges, Arches, Hollows, Slopes, Culverts, Fences, Ditches, Drains, and Passages over, under, or by the Side of or leading to or from the said Railway, of such Dimensions and in such Manner as Two or more Justices of the Peace for the said County of *Lancaster* shall, upon the Application of the Owner or Occupier of any Lands, judge necessary and appoint (in case there shall be any Dispute about the same) for the Use of the Owners or Occupiers of the respective Lands through which such Railway shall be made, and for the commodious Use and Occupation of the Lands on either Side of the said Railway, or for protecting the said Lands from Trespass, or the Cattle or other Property of the Owners or Occupiers thereof from straying or escaping thereout, by reason of such Railway, or any other Matter or Thing to be done in pursuance of this Act; and all such Gates, Bridges, Arches, Hollows, Slopes, Culverts, Fences, Ditches, Drains, and Passages so to be made as aforesaid shall from Time to Time and at all Times thereafter be maintained in sufficient Repair and Condition by the said Company; and for the Purpose of enabling the said Company to make and erect such Gates, Bridges, Arches, Hollows, Slopes, Culverts, Fences, Ditches, Drains, and Passages, and from Time to Time to maintain the same, the said Company, their Agents and Workmen, are hereby authorized and empowered to enter into and upon all Lands adjoining the said Railway, and to load and carry the Materials for making or repairing such Gates, Bridges, Arches, Hollows, Slopes, Culverts, Fences, Ditches, Drains, and Passages in Carts and other Carriages across or along such Lands, in such

Manner as to do as little Damage as may be to the same; and in case the said Company shall refuse or neglect to make or erect or to maintain such Gates, Bridges, Arches, Hollows, Slopes, Culverts, Fences, Ditches, Drains, and Passages as herein-before directed, or any of them, for the Space of Ten Days next after the Time to be appointed for those Purposes respectively by such Justices, it shall be lawful for the respective Owners or Occupiers of the said Lands who shall find themselves aggrieved by such Neglect or Refusal to make and erect, or (as the Case may require) to maintain and repair, such Gates, Bridges, Arches, Slopes, Hollows, Culverts, Fences, Ditches, Drains, and Passages as the said Justices shall have before directed or appointed to be made and erected as aforesaid, so that in making, erecting, repairing, or maintaining such Gates, Bridges, Arches, Hollows, Slopes, Culverts, Fences, Ditches, Drains, and Passages as aforesaid the said Railway or any of the Works by this Act authorized to be made or constructed by the said Company shall not be obstructed for any longer Space of Time or be injured in any other Manner than shall be unavoidably necessary; and all the reasonable Costs and Charges thereof, to be settled and allowed by the said Justices (in case there shall be any Dispute about the same), shall be repaid to the respective Owners or Occupiers of the said Land who shall have so made and erected, repaired and maintained, such Gates, Bridges, Arches, Hollows, Slopes, Culverts, Fences, Ditches, Drains, and Passages as aforesaid, by the said Company, within the Space of Ten Days next after the same shall have been so settled and allowed, and an Account and Demand in Writing shall have been delivered to and made from the said Company; and in default of Payment of the said Costs and Charges within the Time aforesaid the said Justices are hereby required by Warrant under their Hands and Seals to levy the said Costs and Charges by Distress and Sale of any of the Goods and Chattels of the said Company, for the Use of the Party 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 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, Slope, 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 or obstruct the working or using the said Railway or Works, or the Passage upon or along the same.

XLIII. And be it further enacted, That if the Owners or Occupiers of any Lands through which the said Railway shall be made shall at any Time apprehend that any of the Gates, Bridges, Arches, Hollows, Slopes, Culverts, Fences, Ditches, Drains, or Passages which the said Justices shall have so directed or appointed to be made or erected by the said Company are insufficient either in Number or

Owners of  
Lands em-  
powered to  
erect Gates,  
&c. in case of  
Insufficiency  
of those  
erected by the  
Company.  
Situation

Situation for the commodious Use or Occupation of the respective Lands through which the said Railway shall pass, it shall be lawful for any such Owner or Occupier, with the Consent of the said Company, upon Request in Writing made to them, or in case of their Refusal for the Space of Ten Days next after such Request, then with the Consent of the said Justices given after Summons to the said Company and due Hearing of their Objections, to make and erect, at the Costs and Charges of such Owner or Occupier, any other Gates, Bridges, Arches, Hollows, Slopes, Culverts, Fences, Ditches, Drains, or Passages of the same or like Construction or Form with those made and erected by the said Company over, under, or by the Side of or leading to or from the said Railway, in such Places as shall be found and adjudged most convenient for the better Use, Cultivation, Improvement, or Occupation of such Lands; and such Gates, Bridges, Arches, Hollows, Slopes, Culverts, Fences, Ditches, Drains, and Passages shall thenceforth be repaired and maintained by and at the Expence of the respective Owners or Occupiers for the Time being of the respective Lands the respective Owners or Occupiers of which shall have made or erected the same, so that the Passage to or upon the said Railway be not prevented or obstructed thereby for any longer Space of Time or in any other Manner than shall be unavoidably necessary.

For fencing  
off Railway  
through pri-  
vate Lands.

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

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

XLV. And be it further enacted, That the said Company shall and they are hereby required from Time to Time, at their own Expence, to make such Arches, Tunnels, Culverts, Drains, or other Passages over, under, or by the Side of the said Railway, and the Fences on the Sides thereof respectively, of such Breadth, Depth, and Dimensions as shall be sufficient at all Times to convey the Water as clearly from the Lands adjoining or lying near to the said Railway as before making the said Railway, without obstructing or impounding

impounding the same Water to the Prejudice of any of the said Lands, and also to make proper Watering Places for Cattle in all Cases where by means of the said Railway the Cattle of any Corporation or Person occupying Lands adjacent thereto shall be deprived of Access to their ancient Watering Place, and to supply the same at all Times with Water from such Rivers, Brooks, Streams, or Springs of Water as would have supplied the Cattle of such Corporation or Person if the said Railway had not been made, or from any other Source or Feeder which can readily 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 and along or under the said Railway, or in, through, over, and across any Lands thereto adjoining, of such Dimensions, and in such Manner, and with such proper and convenient Bridges over and Tunnels under the same respectively, as any Two or more Justices of the Peace 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 to the said Watering Places respectively; and all such Arches, Tunnels, Culverts, Watercourses, Drains, and other Passages shall from Time to Time be supported, maintained, cleansed, and kept in good and sufficient Repair by the said Company; and if at any Time after Ten Days Notice in Writing shall be given by or on behalf of any Owner or Occupier of 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), such Arches, Tunnels, Culverts, Drains, Watercourses, or other Passages, it shall be lawful for any Corporation or Person to apply for an Order in Writing to 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 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, and 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, such Expences may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, in the same Manner as any other Costs and Charges may by virtue of this Act be levied and recovered upon or from the said Company.

XLVI. And be it further enacted, That nothing in this Act contained shall extend to prevent any Corporation or Person whomsoever, being the Owner or Occupier of any Land, Railway, Tramroad, or Mine adjoining or near to the Railway, or any other Person, from laying down, either upon, through, under, or over the Lands of such Corporation or Person, or upon, through, under, or over

[Local.]

8 G

over

Act not to prevent the making of Branches to communicate with the Railway

7° GULIELMI IV. *Cap. xxii.*

over the Lands of the said Company upon the Side of the said Railway which shall not have been appropriated to any specific Purpose with which such Communication would interfere, or upon, through, under, or over the Lands of any other Corporations or Persons, with the Consent of such other Corporations or Persons, any Collateral Branches from such Land, Railway, Tramroad, or Mine to communicate with the said Railway; and the said Company shall be bound to make, at the Expence of such Corporation or Person, 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 the 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 Passengers, Cattle, Goods, or other Things along any such Branch so made by such Corporation or Person 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 Place 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 shall not exceed One Foot in Two hundred Feet, nor in any Tunnel; 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 Openings in the Ledges or Flanches of the said Railway for the Purpose of such Communication, then the same shall be left to the Decision of any Two Justices of the Peace acting within their Jurisdiction, whose Determination, after the Examination of such competent Witnesses as may be produced before them, shall be binding; and such Justices are hereby authorized and empowered to take cognizance of all such References, and to act therein accordingly.

Act not to prevent the making Communications across the Railway.

XLVII. Provided always, and be it further enacted, That nothing herein contained shall extend to prevent any Owner of any Lands adjoining the said Railway from making any Railway, Bridge, or Culvert to, from, across, over, under, or into the said Railway hereby authorized to be made by the said Company, and from using such Railway, Bridge, or Culvert so made by him for the Benefit of himself and of all other Persons to whom he may from Time to Time give Leave, so that such Railway, 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, Bridges, and Culverts shall be made and erected and from Time to Time repaired or renewed under the Superintendence of the Engineer of the said Company, and according to Plans and Specifications to be submitted to and approved of by such Engineer previously to the commencing of such Railways, Bridges, and Culverts respectively: Provided always, that in case such Engineer shall neglect or refuse to give his Opinion upon such Plan and Specification within the Space of One Calendar Month, then such Plan and Specification shall be submitted to Two of His Majesty's Justices

Justices of the Peace acting within their Jurisdiction, who shall make such Order therein as they shall think proper: Provided nevertheless, that in case any Damage or Obstruction shall be thereby or by the Want of Repair thereof 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 for the Time being of the Land for whose Benefit any such other Railway, 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 Twenty-one Days after Demand thereof, by Distress and Sale of the Goods and Chattels of such respective Owners, or by Action of Debt or on the Case, together with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*.

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

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

XLIX. And be it further enacted, That it shall be lawful for the Lord of any Manor, and the Owner of the Lands near to, through, or by which the said Railway shall be made, to erect and use any Wharfs, Landing Places, Cranes, Weighbeams, or Warehouses in or upon his Waste or other Lands adjoining or near to the said Railway, and to land and deposit any Goods or other Things upon, at, or in such Wharfs, Landing Places, Cranes, Weighbeams, or Warehouses, or upon the Banks lying between the same and the said Railway, and also to make and use proper and convenient Places for Waggons, Carts, and other Carriages to lie and turn in and pass each other, so that the making or using thereof do not obstruct or prejudice the Passage of the said Railway; and that all Rates or Tolls which shall be paid for the Use of such Wharfs, Landing Places, Cranes, Weighbeams, and Warehouses respectively shall be and the same are hereby accordingly vested in the respective Lords of such Manors or the Owners of such Lands who shall make and erect the same as aforesaid, and his Representatives, so that the Rates and Powers herein granted to the said Company be not thereby reduced, altered, or infringed: Provided always, that if any such Lord or Owner shall not, within the Space of Six Calendar Months next after Notice in Writing given to him or left at his last or usual known Place of Abode, by or on behalf of the said Company, signifying that any Part of such Waste or other Lands is necessary or proper to be used for the Purpose of erecting and making Wharfs, Landing Places, Warehouses, and Buildings for the Use of the said Railway, or for making or laying out necessary and convenient Roads

Lords of Manors, &c. may erect Wharfs.

for

for Conveyance of Goods to and from the said Railway, make, erect, and lay out, and from Time to Time maintain and keep in good and substantial Repair, such proper and sufficient Wharfs or Landing Places, Warehouses, Buildings, and Roads, for the Use of the said Railway, as any Two or more Justices of the Peace acting in their Jurisdiction shall think necessary, on the Part of the Waste or other Lands described in such Notice, then and in every or any such Case the said Company shall have full Power and Authority, without any Hindrance or Restraint whatsoever, to make use of such Waste or other Lands, not being the Lands whereon any House or other Building stands, or a Garden, Orchard, Yard, Park, planted Walk or an Avenue to a House (except as herein-before is mentioned or referred to), for erecting and building proper and sufficient Wharfs, Landing Places, Warehouses, and Buildings, and making and laying out necessary and convenient Roads to and from the said Railway, agreeably to such Notice to be delivered as aforesaid.

Empowering  
Company to  
purchase  
Twenty  
Acres of  
Land for the  
Purpose of  
additional  
Stations.

L. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to contract with any Corporation or Person who shall be willing to sell the same for the Purchase of any Lands, not exceeding in the whole Twenty Statute Acres, in addition to the Land herein-before authorized to be taken and used, in such Places as shall be deemed eligible for the Purpose of making and providing additional Stations, Yards, Wharfs, Staiths, Shipping Places, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Conveniences for receiving, shipping, depositing, loading, or keeping any Cattle, or any Goods, Coal, Stones, Minerals, 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 Purposes 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 Persons (including especially such Corporations and Persons as are herein-before 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 whatsoever for the Purposes herein-before mentioned or any of them, and to release Rents and other Charges thereon, or to enfranchise any such Lands being of Copyhold or Customary Tenure, in the same Manner as is herein-before directed concerning the Lands to be taken for the Purpose of constructing the said Railway and other Works by this Act authorized.

Company  
authorized to  
sell Lands  
not required  
for additional  
Stations, &c.  
and after-  
wards to  
purchase  
other Lands  
for the same  
Purposes.

LI. And be it further enacted, That it shall be lawful for the said Company to sell and dispose of such additional Lands as they are by this Act empowered to purchase and shall have actually purchased for the Purposes of additional Stations, Yards, Wharfs, Staiths, Shipping Places, 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 in such Manner and for such Considerations and to such Persons as the said Company shall think proper, and again to purchase other Lands which the said Company shall deem more eligible



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 of Acres to be purchased and held by the said Company for the Purposes herein-before mentioned shall not exceed at any one Time the Number of Acres for those Purposes expressly specified or allowed in this Act.

LII. 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 by virtue of this Act, of Corporations and Persons willing to sell the same, Twenty Statute Acres of Land for the Purpose of providing additional Stations, Yards, Wharfs, Staiths, Shipping Places, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Conveniences: And whereas it is expedient to restrain the said Company from selling Lands so purchased from Corporations or from Persons being under legal Disability or Incapacity, and again purchasing other Lands from the same or from any other Corporations or Persons 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 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 Twenty Statute Acres; and in case the said Company shall purchase such Twenty Statute Acres from any Corporation or Person under such legal Disability or Incapacity as aforesaid, and shall afterwards sell the Whole or any Part of such Lands so purchased, it shall not be lawful for the said Company to purchase of or from the same or of or from any other Corporation or Person being under legal Disability or Incapacity, nor for the same nor for any other Corporation or Person being under legal Disability or Incapacity to sell to the said Company, any other Lands in lieu of such Twenty Statute Acres of Land, or any Part thereof, so sold or disposed of by the said Company.

Restraining Company from purchasing more than Twenty Statute Acres of Land for additional Stations from incapacitated Persons.

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 it shall be lawful for all Corporations, Tenants in Tail or for Life, or for any other partial or qualified Estate or Interests, Husbands, Guardians, Trustees, and Feoffees in Trust for charitable or other Purposes, Committees, Executors, and Administrators, and all Trustees and all other Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy after them (if incapacitated 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 could have done by Law under the Powers of this Act in case they had been sole, of full Age, and of sound Mind, and for and on behalf of their Cestuique Trusts, whether

Persons under legal Disability empowered to sell and convey Lands.

[*Local.*]

8 H

Infants,

Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons, 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 such Contracts, Sales, and Conveyances, including the reasonable Costs, Charges, and Expences of furnishing such Title as the said Company may require, shall be made at the Expence of the said Company, and, unless where the said Company may be advised that the same is not applicable to the Circumstances of the Case, or where it may be necessary or desirable to insert particular Provisions, may be according to the Form herein-after mentioned, or as near thereto as the Number of the Parties and the Circumstances of the Case will admit; (namely,)

Form of  
Conveyance  
to the Com-  
pany.

‘ I of in consideration of the Sum  
‘ of to me [*or (as the Case may be)*] into the Bank  
‘ of *England* in the Name and with the Privity of the Accountant  
‘ General of the Court of Exchequer, *ex parte* “The Lancaster and  
‘ Preston Junction Railway Company,” or to A.B. of  
‘ and C.D. of their Heirs and Assigns, Two Trustees  
‘ appointed to receive the same,] pursuant to the Act after men-  
‘ tioned, paid by “The Lancaster and Preston Junction Railway [*or*  
‘ the said] Company,” established and incorporated by an Act of Par-  
‘ liament passed in the Year of the Reign of His Majesty King  
‘ William the Fourth, intituled [*here set forth the Title of this Act*],  
‘ do hereby convey [*or, in Cases of Copyhold or Customary Lands*  
‘ requiring Surrender, do hereby agree to surrender,] to the said Com-  
‘ pany, their Successors and Assigns, all [*describing the Premises to be*  
‘ conveyed or agreed to be surrendered], together with all Ways, Rights,  
‘ and Appurtenances thereunto belonging, and all such Estate, Right,  
‘ Title, and Interest in and to the same and every Part thereof as I  
‘ am or shall become seised or possessed of, or am by the said Act  
‘ capacitated or empowered to convey or surrender, to hold the Pre-  
‘ mises to the said Company, their Successors and Assigns for ever,  
‘ according to the true Intent and Meaning of the said Act. In  
‘ witness whereof I have hereunto set my Hand and Seal the  
‘ Day of in the Year of our Lord .’

And all such Conveyances and Agreements to surrender as aforesaid shall be valid and effectual in 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 such Estates Tail and all Titles to Dower, and all other Estates, Rights, Titles, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever of and in the same; but although Terms shall be merged they shall in Equity afford the same or the like Protection and Priority as if they were assigned and kept on foot in Trust for the Company, and to attend the Reversion and Inheritance.

Conveyance  
of Copyholds.

LIV. Provided always, 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

tomary Tenure, or in the Nature thereof, every such Contract shall be executed and 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 Corporations or Persons would have had over the Lands comprised in such Surrender in case the same had been of Freehold Tenure in the same Corporations or Persons; and such Lands shall continue subject to the same Fines, Rents, and Services as may be then due and payable and of right accustomed, in the same Manner as if this Act had not been passed, until such Lands shall have been 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 the Lord from receiving the same Benefit of Fines, Heriots, and other Services due upon Death, Descent, or Alienation as he would have received in case such Copyhold or Customary Premises had continued to be the Property of Persons in their natural Capacities, the said Lord shall at the Time of such Surrender be paid by the said Company 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 Corporations and Persons 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 so be 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

Lords of  
Manors un-  
der Disabil

empowered  
to enfran-  
chise.

Lands required for the Purposes of this Act are holden or parcel, and whether an Individual or a Corporation, and whether seised in his own Right or as a Trustee, and whether seised in Tail or for Life or other limited Estate, and in case of a Lady, whether married or sole, and in case of an Infant, Lunatic, or other incapacitated Person being Lord of such Manor, then for his Guardian, Committee, or Trustee, 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 Conveyance of Lands; 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 Appointment or 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, 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 Agreement 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.

Waste Lands  
to be con-  
veyed by the  
Lords of  
Manors.

LVII. And be it further enacted, That in all Cases in which 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 is by this Act directed to be used in the Case of Conveyances of other Lands,) shall be a good and sufficient Conveyance to the said Com-  
pany

pany 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 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 public Purposes within the said Parish as a Vestry thereof 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 Compensations as aforesaid the Notices by this Act required to be served on the Owners or Occupiers of Land 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 Land 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 or such Common or Waste Lands is or are 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 Lands 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,) shall entitle such Freeholders to Common Right in or over such Common or Waste Lands 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 so much and such Part of such Common or Waste Lands or other Lands as they may from Time to Time require or take, free from all Rights of Common, and other Rights, Estates, Titles, Charges, and Incumbrances whatsoever.

LVIII. And be it further enacted, That where any Lands purchased or intended to be purchased by the said Company shall be  
 [Local.] 8 I subject Power to purchase the Release of

Lands  
wanted from  
Rents  
charged  
thereon.

subject solely, or jointly with other Lands not intended to be purchased, to any Rent-service, Rent-charge, or Chief Rent, or other Rent, Payment, or Incumbrance, it shall be lawful for the said Company to agree for the Release of the Lands so purchased 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 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 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 (if required), 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 intended to be purchased, and shall also (where necessary) apportion the Rent, Payment, or Incumbrance affecting the Land jointly subject to Rent, Payment, or Incumbrance as herein-before mentioned, according to the respective Values of the Lands purchased or intended to be purchased and of the Lands not purchased 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 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: Provided also, that where any Money shall be directed to be paid for the

Release from any Rent, Payment, or Incumbrance of any Lands belonging to any Person not being seised in Fee Simple, such Money shall always be paid by a Sum in gross.

LIX. Provided always, and be it further enacted, That Terms of Years attendant on the Inheritance of any Lands purchased by and conveyed to the said Company, pursuant to the Powers of this Act, shall and may, at the Option of the said Company, such Option being expressed in the Conveyance to the said Company, be kept on foot and assigned to a Trustee of the said Company, to attend the Inheritance of such Lands, and protect the same from all Incumbrances subsequent to the Creation of such Terms; and the Terms of Years so assigned, and as to which such Option shall have been expressed in the Conveyance of the said Company as aforesaid, shall not merge in the Inheritance of the Lands comprised in such Conveyance, any thing in this Act contained to the contrary notwithstanding.

Power to  
keep on foot  
attendant  
Terms of  
Years.

LX. And be it further enacted, That all Corporations and Persons 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, and whether in Possession under Mortgage or not,) shall, on Tender by the said Company or by any Person by them authorized 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, 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, and Transfer may be of the like Form as the Conveyances by this Act directed 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 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 mortgaged Debt shall from thenceforth cease and determine: Provided always, that in case any such Mortgagee shall neglect or refuse to alien, release, assign, or transfer as aforesaid, then upon Payment of the Principal Money and Interest and the Costs (if any) 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 as aforesaid, or in lieu of such Notice and in addition to the said other Monies of Six Calendar Months Interest in advance, for the Use of such Mortgagee, the Cashier of the said Bank shall give a Receipt for the said Money, in like Manner as is by this Act directed in Cases of other Payments into the said Bank, and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of such

Mortgagees  
to convey to  
the Company.

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.

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

LXI. And be it further enacted, That in all Cases in which any Lands subject to any Mortgage shall be required for the Purposes of this Act, which Lands shall be of less Value than the Principal Monies, Interest, and Costs secured thereon, or in which a Part only of any Lands subject to any Mortgage shall be required for the Purposes of this Act, and the Mortgagee thereof shall not consider the remaining Part of such Lands to be a sufficient Security for the Money charged thereon, or shall not be willing to release the Part required for the Purposes of this Act from the Principal or Mortgage Money, and all Interest due or to become due thereon, and all Costs, the Value of such Lands, or (as the Case may be) of such Part of the said Lands as shall be so required for the Purposes aforesaid, and also the Compensation (if any) for any Damage done, shall be settled and agreed upon by and between such Mortgagee and the Person entitled to the Equity of Redemption of such Lands on the one Part and the said Company on the other Part; and in case of any Difference between them, then such Value and Compensation shall be determined by the Verdict of a Jury in the same Manner as in other Cases of Difference; and the Amount of such Value and Compensation, being so agreed upon or determined as aforesaid, shall be paid to such Mortgagee in satisfaction of his Claim so far as the same will extend, and such Mortgagee shall thereupon alien, release, assign, and transfer all his Interest in such mortgaged Lands the Value whereof shall so have been agreed upon or determined as aforesaid; or in case of his neglecting or refusing to 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 and 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 Possession thereof to all Intents and Purposes whatsoever: Provided nevertheless, that all Mortgagees shall have the same Powers and Remedies for recovering or compelling Payment of their Mortgage Money or the Residue thereof (as the Case may be), or the Interest thereof respectively, upon and out of the Residue of the mortgaged Lands not required for the Purposes aforesaid, as they would otherwise have had or been entitled to for recovering or compelling Payment thereof upon or out of the whole of the Lands originally comprised in such Mortgage: Provided also, that when a Part only of any Lands subject to any Mortgage shall have been taken for the Purposes of this Act as aforesaid, and the Value of the Lands so taken shall, on the Assignment thereof to the said Company, have been paid to the  
Mortgagee



Mortgagee thereof in part Satisfaction of his Mortgage Debt, a Memorandum of the Amount which 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.

LXII. 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 Lands 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 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 Composition for Tithes had 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 or they had or were entitled to in respect of the whole of the said annual Sum or Corn Rent.

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

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

LXIII. 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 shall not agree with the said Company as to the Amount of such Purchase Money or Satisfaction or other Compensation as aforesaid, or if any of the Parties entitled to receive such Purchase Money, Satisfaction, or other Compensation as aforesaid shall refuse to accept such Purchase Money, Satisfaction, or Compensation as aforesaid as shall be offered by the said Company, and shall give Notice thereof in Writing to the said Company within Ten 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 Ten 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, or affixed to some conspicuous Part of any Premises required for the Purposes of this Act, neglect or refuse to treat or shall not agree with the said Company for the Sale, Conveyance, and Release of their respective Estates and Interests, or the respective Estates or Interests which they respectively are hereby capacitated to convey therein, 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 be necessary or expedient for enabling the said Company to take such Lands or to proceed in constructing 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, and which they may claim to be entitled unto or interested in, 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 under their Common Seal to the Sheriff of the said County of *Lancaster*, or in case such Sheriff or his Under Sheriff shall be one of the said Company, or enjoy any Office of Trust or Profit under them, or shall be in any way interested in the Matter in question, then to any of the Coroners of the said County not interested as aforesaid, or if all the Coroners shall be so interested then to some Person then living in the said County, and free from personal Disability, who shall have filled the Office of Sheriff or Coroner in the said County, and not be interested as aforesaid, (a Person having more recently served either Office being always preferred), commanding such Sheriff or Coroner or other Person to impanel, summon, and return, and the said Sheriff, Coroner, or other Person is hereby accordingly empowered and required to impanel, summon, and return, a Jury of at least Twenty-four sufficient and indifferent Men, qualified according to the Laws of this Realm to be returned for Trials of Issues

in His Majesty's Courts of Record at *Westminster*; and the Persons so to be 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* 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 Standers-by, or of others that can speedily be procured to attend that Service (being so qualified as aforesaid), to make up the said Jury to the Number of Twelve; and all Parties concerned may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required, on Request in Writing by either Party, to summon before him all Persons who shall be thought necessary to be examined as Witnesses touching the Matters in question, and may authorize or order the said Jury, or any Six or more of them, to view the Place or Matter in controversy; and such Jury shall, upon their Oaths, (which Oaths, as well as the Oaths 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, 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 or Compensation, either for the Damages which shall before that Time have been done or sustained as aforesaid, or for the future temporary or perpetual or for any recurring Damages which may be so done or sustained as aforesaid, and the Cause or Occasion of which shall have been in part only obviated, removed, or repaired by the said Company, and which cannot or will not be further obviated, removed, or repaired by them, which Satisfaction or Compensation for such Damage or Loss shall be inquired into and assessed separately and distinctly from the Value of the Lands so to be taken or used as aforesaid; and the said Sheriff, Under Sheriff, Coroner, or other Person shall accordingly give Judgment for such Purchase Money, Satisfaction, or Compensation as shall be assessed by such Jury; which said Verdict, and the Judgment thereon to be pronounced as aforesaid, shall be binding and conclusive to all Intents and Purposes upon all 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 the same at his usual or last known Place of Abode, or with the Clerk or Agent or principal Officer of the Corporation (in the Case of a Corporation), or with some Tenant or Occupier

Occupier of the Premises intended to be valued, or respecting which or any Damage to which any such Question shall arise: Provided also, that in all such Cases the Party claiming such Satisfaction or Compensation shall be the Plaintiff, and shall be entitled to all such Advantage and Privileges as Plaintiffs are in Actions tried in any of His Majesty's Courts at *Westminster* by Law entitled.

Compensation Money to be apportioned.

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

Verdicts to be recorded.

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

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

LXVI. And be it further enacted, That if any such Sheriff, Under Sheriff, Coroner, or other Person herein-before authorized and directed to act in the Stead of such Sheriff, shall make default in the Premises, he shall for every such Offence forfeit and pay the Sum of Fifty Pounds; and if any Person so summoned and returned upon any such Jury as aforesaid shall not appear, or appearing shall refuse to be sworn, or 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, every Person so offending, having no reasonable Excuse, (such Excuse to be judged of and determined by such Sheriff, Under Sheriff, Coroner, or other Person so presiding as aforesaid,) shall forfeit and pay any Sum not exceeding Twenty Pounds for every such Offence; and 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 to give Evidence, every Person so offending, having no reasonable Excuse (to be judged of and determined as aforesaid), shall forfeit and pay for every such Offence to the Party for whom or on whose Account any such Witnesses shall have been summoned any Sum not exceeding Twenty Pounds; all which Penalties and Forfeitures may be levied by virtue of a Warrant under the Hand and Seal of any Justice of the Peace for the said County of *Lancaster* by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him, on Demand, the Overplus (if any) of the Money thereby produced, after such Penalty and the Charges and Expences of such Distress and Sale shall have been deducted.

LXVII. And

LXVII. And be it further enacted, That every such Jury and Juryman as aforesaid shall also be subject to the same Regulations 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*; and all Persons who in any Examination to be taken by virtue of this Act upon their Oath 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 Penalties and Punishment to which Persons guilty of wilful and corrupt Perjury shall or may by Law be subject.

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

LXVIII. 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 for a greater Sum than shall have been previously offered by the said Company for the Purchase of any Lands to be used or taken by them for the Purposes of this Act, or as Compensation for any Damage or Loss which may happen or arise in the Execution of any of the Powers hereby granted, all the Costs preparatory to and of obtaining such Verdict, and of Witnesses, and also of the Bond to be given by the Party requiring such Jury as herein-after mentioned, 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 presiding as aforesaid; and in case such Costs, Charges, and Expences shall not be paid to the Party entitled to receive the same within Ten Days after the same shall have been demanded, then the same shall and may be levied and recovered by Distress and Sale of any Goods and Chattels of the said Company under a Warrant to be issued for that Purpose by any Justice of the Peace for the said County of *Lancaster* 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, One Moiety of the said Costs, Charges, and Expences, including the Costs of the Bond so to be given as aforesaid, 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 awarded 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 awarded 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 sufficient 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 defrayed by the said Company.

Expences of Jury how to be paid.

[Local.]

8 L

LXIX. And

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

LXIX. And be it further enacted, That all Parties with whom the said Company shall have any such Dispute, and who shall require a Jury to be summoned as aforesaid, shall, before the said Company shall be obliged to issue their Warrant for the summoning of such Jury, enter into a Bond to the Treasurer or Clerk of 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.

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

LXX. 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 the Behalf of the Corporation or Person making such Complaint, stating the 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 Ten 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.

For settling Disputes as to Damages to a small Amount.

LXXI. 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 Purposes of this Act, as to the Amount or Value of the Damage 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 settled between the said Parties, the same shall, in case the Amount of Compensation claimed does not exceed the Sum of Twenty Pounds, be ascertained and determined by some Two or more Justices of the Peace for the said County of *Lancaster*, who, upon Application made to them by both or either of the said Parties, shall examine into the Matter in dispute, and shall determine and settle the Amount of Compensation which shall be payable by the said Company.

Application of Compensation Money amounting to 200l.

LXXII. 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 Rent or other Incumbrance charged thereon, or for the Enfranchisement of any such Lands being of Copyhold or Customary Tenure, or for any Compensation 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 whosoever for or on behalf of any Wife, Ward, Lunatic, Idiot, or Cestuique Trust, whether Infants, Issue unborn, Femes  
Covert,

Covert, or any Person whosever 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 *Lancaster and Preston Junction Railway Company*," pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His late Majesty King *George the Fourth*, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at Westminster on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the General Orders of the said Court, and without Fee or Reward; and shall, when so paid in, there remain until the same shall, by Order of the said Court made in a summary Way upon Petition to be presented to the said Court by the Party 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 Annuities, or in other 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.

LXXIII. Provided always, and be it further enacted, That if any Money agreed or awarded to be paid as last herein-before mentioned shall be less than the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, then the same shall, at the Option 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,

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

1 G. 4. c. 35.

Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, with the Approbation of the said Company signified in Writing under their Common Seal, be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same may be paid (at the like Option and with the like Approbation) to Two Trustees, to be nominated by the respective 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 under the Common Seal of the said Company; 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 its being necessary to obtain any Order of the said Court touching the Application thereof.

When not  
exceeding  
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LXXIV. Provided also, and be it further enacted, That wære 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 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 for their Use to their respective Husbands, Guardians, Committees, or Trustees.

Expences of  
Title to be  
paid by the  
Company.

LXXV. 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 or Parties from whom the Lands shall be purchased or taken: Provided always, that the said Company shall not be prevented from entering into Possession of the Lands so purchased, by reason of the Nonpayment of the said Costs, Charges, and Expences, or by reason of the Order herein-before mentioned not having been obtained, or the Deposit herein mentioned not having been made, unless the  
Party



Party or Parties 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 their said Costs, Charges, and Expences to the said Company.

LXXVI. And be it further enacted, That if the said Company and the Party aforesaid 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 thereof it shall be lawful for the said Court to order and direct that the Amount of such Costs, Charges, and Expences 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 Party from whom such Lands shall have been purchased or taken, shall be paid to the Party 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 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 *Lancaster* and *Preston Junction* Railway Company," pursuant to the Method prescribed by the hereinbefore 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 Party 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.

How such Expences are to be ascertained.

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 the Authority of this Act, or for any Interest or for Compensation as aforesaid, shall refuse or neglect to accept the same, or to convey the Premises or Interest in the Premises purchased, or shall refuse, neglect, or be unable to make a Title to such Premises or to such Interest in the Premises to the Satisfaction of the said Company, or shall be absent from *England*, or shall not be conveniently found, or if any Party entitled unto or to convey such Lands or such Interest therein cannot be conveniently known or discovered, or be not shown to the Satis-

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

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faction of the said Company to be such Party, then and in every such Case it shall be lawful for the said Company to order the Money so agreed or awarded as aforesaid to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands (describing them as far as the said Company can do), 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, as the said Court shall think proper, 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 said Bank 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 upon this Act touching the Title of any Party to any Lands, or to any Interest in any Lands, or to any Compensation Money 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 Lands, or of any Estate, Right, Title, or Interest in any Lands to be taken or used in pursuance of this Act, or for Compensation as aforesaid, or to any Annuities or Securities to be purchased with any such Money as 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 of 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, until the contrary shall be shown to the Satisfaction of the said Court; and the Dividends or Interest of the Annuities or Securities to be purchased with such Money, and also the Capital of such Annuities or Securities, shall be paid, applied, and disposed of accordingly, unless it shall be made to appear to the Satisfaction of the said Court that such Possession was a wrongful Possession, and that some other Party was lawfully entitled to the Whole or some Part of such Lands, or to some Estate or Interest therein, in which Case the said Court shall make such Orders respecting the said Capital, Dividends, and Interest as the Circumstances of the Case may require.

The Court may order reasonable Expences of Purchase and

LXXIX. And be it further enacted, That where, by reason of any Disability or Incapacity of any Corporation or Person entitled to any Lands to be purchased, taken, or used under the Authority of this Act, or from any other Cause, the Purchase Money for any Lands,

Lands, or any Money to be paid by way of Recompence or Compensation for any Damage or Injury done to the same, shall be required to be paid into the Bank of *England*, it shall be lawful for the said Court of Exchequer to order the reasonable Costs, Charges, and Expences attending any such Purchase, taking, or using of Land, or which may be incurred in consequence thereof, and also all the Costs, Charges, and Expences of the Investment of such Purchase or Compensation Money in Government or Real Securities, and of the Re-investment of the same, or of the Government or Real Securities purchased therewith, in the Purchase of other Lands, together with the necessary Costs, Charges, and Expences of obtaining the proper Orders and of all other Proceedings for such Purposes, and for the Payment of the Dividends and Interest of the Government or Real Securities upon which such Purchase or Compensation Money may be invested, and for the Payment out of Court of the Principal of such Purchase or Compensation Money, or of the Government or Real Securities aforesaid, to be paid by the said Company, and the said Company shall from Time to Time pay such Sums of Money for the Costs, Charges, and Expences hereinbefore mentioned as the said Court shall direct.

of Investment to be paid by the Company.

LXXX. And be it further enacted, That where any Money agreed or awarded to be paid for the Purchase of any Houses or Buildings taken or used under the Powers of this Act, or for any Compensation or Satisfaction in respect of any Houses or Buildings 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 *Lancaster and Preston Junction Railway Company*," pursuant to the Directions contained in this Act, it shall be lawful for the said Court of Exchequer, upon Petition for that Purpose by the Party who would have been entitled to or in the Receipt of the Rents and Profits of the Houses or Buildings in respect of which such Money shall have been so paid in, from Time to Time to order such Part (if any) of the said Purchase or Compensation Monies as the said Court shall think fit to be laid out and applied in the repairing or rebuilding of any Houses or other Buildings taken down or injured in the Construction of the said Railway and Works, or in erecting other Houses or Buildings, in such Manner as the said Court shall think fit.

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

LXXXI. And be it further enacted, That upon Payment or legal Tender of such Sums of Money as shall have been agreed upon between the Parties or awarded by a Jury in manner aforesaid for the Purchase of any Lands, Rent, or other Charge, or as a Compensation for any Loss or Injury as aforesaid, to the respective Proprietors of such Lands, or other Persons respectively interested therein and entitled to receive such Money or Compensation respectively, within Ten Days after the same shall have been so agreed upon or awarded; or if the Parties so respectively interested and entitled as aforesaid cannot be found, or shall be absent from *England*, or shall refuse to receive such Money as aforesaid, or shall refuse, neglect, or be unable to make a good Title to such Lands (to the Satisfaction of the said Company), or if any Party entitled unto or to

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

to convey such Lands shall not be known, or shall be absent from *England*, or shall refuse, neglect, or be unable to convey the same, then upon Payment of such Money into the Bank of *England*, as herein-before directed, to the Credit of the Parties interested in such Lands; or in case such Money shall have been agreed or awarded to be paid for the Purchase of any such Lands or such Compensation as aforesaid, which any Corporation, Trustee, or Person under Disability is hereby capacitated to convey, upon Payment of such Money into the Bank of *England*, as herein-before directed, to an Account *ex parte* "The Lancaster and Preston Junction Railway Company"; then and in every of such Cases it shall be lawful for the said Company immediately to enter upon such Lands, and thereupon such Lands, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of all Parties therein, shall thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of this Act; and such Payment or Tender and Conveyance, or such Deposit in the Bank of *England* as aforesaid, shall operate to merge all outstanding or other Terms of Years, and to bar and destroy all Dower and Curtesy, and all Estates Tail and other Estates in Reversion and Remainder, and all Rights, Titles, Limitations, and Trusts whatsoever of and in the said Lands: 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 or enter upon such Lands for any of the Purposes of this Act, save for the Purpose of ascertaining and setting out the same for the Purposes of this Act, without the previous Consent of the Owners and Occupiers thereof respectively.

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

LXXXII. And be it further enacted, That all Persons in 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 Interests than as Tenants at Will, or Lessees for a Year, or as Tenants from Year to Year, shall respectively deliver up Possession of such Property to the said Company, or to such Person as the said Company shall appoint to take possession of the same, at the Expiration of Six Calendar Months next after Notice to that Effect shall have been given by the said Company to or left at the Place of Abode of such respective Tenants or Lessees in Possession, or left upon the said Premises, whether such Notice be given with reference to the Time of the Commencement of such Tenants holding or not, and whether such Notice be given before or after the said Premises shall be purchased by the said Company, or at such other Time after the Expiration of Six Calendar Months as in any such Notice they shall be respectively required; and in case any such Tenant or Lessee or Person so in Possession as aforesaid shall refuse to give up such Possession as aforesaid, it shall be lawful for the said Company to issue their Precept to the Sheriff of the County in which the Premises shall be situate to deliver Possession of the said Premises to such Person as shall in such Precept be nominated to receive the same, and the said Sheriff is hereby required to deliver Possession of the said Premises accordingly, and to levy and satisfy such

such Costs as shall accrue upon or by reason of the Issuing and Execution of such Precept on the Person so refusing to give Possession by Distress and Sale of his Goods and Chattels.

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

Interest of such Tenants may be settled by a Jury.

LXXXIV. Provided always, and be it further enacted, That in all Cases in which any Party shall claim any Satisfaction or Compensation for or in respect of any unexpired Term or Interest which he 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 Lease or Agreement for Lease, or Grant thereof, the said Company are hereby authorized to require such Party to produce or show the Lease, Agreement, or Grant in respect of which such Claim to Satisfaction or Compensation shall be made; and if such Lease, Agreement, or Grant shall not be produced or shown within Five Days after Demand made by the Clerk of the said Company, or by any Person by him authorized, the Party claiming such Satisfaction or Compensation shall be considered as holding only from Year to Year.

Persons holding under Leases to produce the same.

LXXXV. And whereas in 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 aforesaid until the Works shall have been completed, it is expedient that the said Company, their Agents and Workmen, should be empowered to enter upon such adjoining Lands for the Purposes aforesaid without having previously made such Payment, Tender, or Investment of Money as herein-before mentioned; be it therefore enacted, That,

Compensation to be made for temporary Damage.

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notwithstanding any thing in this Act contained, it shall be lawful for the said Company, their Agents and Workmen, and they are hereby empowered, to enter upon the Lands of any Corporation or Person whatsoever adjoining or lying near to the said Railway and other Works by this Act authorized to be constructed 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 and from the said Works, without having previously made such Payment, Tender, or Investment as aforesaid; they the said Company, their Agents and Workmen, doing as little Damage as may be in the Exercise of the several Powers hereby granted to them, and making Compensation for such temporary Occupation or temporary Damage of the said Lands to the Owners and Occupiers thereof, such Compensation (in case the Parties differ about the same) to be settled and recovered in manner herein-before provided in Cases of Disputes as to Damages to a small Amount: Provided always, that the said Company shall and they are hereby required, within Twelve Calendar Months after the Expiration of the Period by this Act granted for executing the said Railway and other Works, or after the said Railway has been opened to the Public for the passing of Waggons or other Carriages along the same, to make such Compensation and Satisfaction for the permanent Damage or Injury (if any) which may have been done to the said Lands by the Exercise of any of the Powers and Authorities aforesaid, in the same Manner as in this Act is directed in other Cases of permanent Damage or Loss occasioned by the said Company: Provided also, that before it shall be lawful for the said Company to make such temporary Use as aforesaid of the Lands adjoining or lying near the said Railway or Works, the said Company shall and they are hereby required to give Ten Days Notice of such their Intention to the Owners or Occupiers of such Lands, and to separate and set apart by sufficient Railings or Fences so much of the Lands as shall be required to be so used as aforesaid from the other Lands adjoining thereto: Provided also, 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 to make Bricks or place a Steam Engine upon any of such Lands at any Place which shall not be distant at least Five hundred Yards from any Mansion, without the Leave of the Owner or Occupier of such Mansion in Writing first obtained for that Purpose: Provided always, that before entering upon any such Lands for such temporary Purpose 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 Securities to be approved of by Two Justices of the Peace acting within their Jurisdiction in case the Parties differ about the same.

Company not  
to claim  
Mines, &c.

LXXXVI. And be it further enacted, That nothing in this Act contained shall extend to give to the said Company any Coal, Ironstone,

stone, Limestone, Stone, Slate, Clay, or other Mines or Minerals, under any Land purchased by the said Company under the Provisions of this Act, except only so much of such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals as may be necessary to be dug or carried away or used for the Purposes of this Act, or as may be found not deeper than the Line of the Section herein-before mentioned and referred to, (unless the said Mines shall have been expressly purchased and conveyed by the Owner thereof to the said Company); but all such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals not necessary to be so dug, carried away, or used as aforesaid shall (unless the contrary be expressed) be deemed to be excepted out of 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 worked by the respective Owners or Lessees thereof under the said Lands, or the Railway or other Works of the said Company, as if this Act had not been passed; provided that in the working of such Mines and Minerals no Damage be wilfully done to the said Railway or Works, and that the said Mines and Minerals be not worked in an improper Manner.

LXXXVII. Provided always, and be it further enacted, That when and so often as the Proprietor or Lessee or Tenant of any Mines of Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals lying under the said Railway and Works or any of them, or within the Distance of Forty Yards from such Railway or Works respectively, shall be desirous of working the same, then and in every such Case such Proprietor, Lessee, or Tenant shall give Notice in Writing to the said Company under his Hand of such Intention at least Twenty-one Days before he shall begin to work such Mines; and upon the Receipt of such Notice it shall be lawful for the said Company to inspect such Mines or 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-before 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, then it shall be lawful for the Proprietor, Lessee, or Tenant of such Mines, and he is hereby authorized, to work and get such Part of the said Mines as lie under the said Railway and 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 improper Manner.

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

LXXXVIII. Provided also, and be it further enacted, That in case the said Company shall purchase any such Mines under the said Rail-  
way

If Company purchase the Mines, the

Owners of Mines adjoining on each Side of the Railway may make Communications.

way or Works, or within the Distance of Forty Yards thereof, it shall be lawful for the respective Proprietors, Lessees, or Tenants of the adjoining Mines (such Proprietors, Lessees, or Tenants being the Proprietors, Lessees, or Tenants of the Mines on both Sides of the Mines so purchased,) to cut and make such and so many Airways, Headways, Gateways, or Water Levels through the Mines, Measures, or Strata so purchased by the said Company as may be requisite to enable such Proprietors, Lessees, or Tenants to ventilate, drain, work, and get the Minerals on each Side of the Mines so purchased as aforesaid, the requisite Number of such Airways, Headways, Gateways, or Water Levels, in case the Parties differ about the same, being settled and decided by Two competent Persons, one of them to be appointed by the said Proprietor, Lessee, or Tenant, and the other by the said Company, or if either such Proprietor, Lessee, or Tenant, or the said Company, shall for Seven Days after being required neglect or decline to appoint such competent Persons, or if such competent Persons being appointed shall for Fourteen Days after their Appointment fail to agree upon the Matter referred to them, then the same shall be referred to the Decision of any Two Justices of the Peace for the said County of *Lancaster*, whose Decision shall be binding, and such Justices are hereby authorized and empowered, at the Request of either Party, to take cognizance of all such References, and to act therein accordingly: Provided always, that no Airway, Headway, Gateway, or Water Level 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, or Water Level, at the same Rate or Price at which the said Company shall have purchased and paid for the said Mines: Provided also, that no Airway, Headway, Gateway, or Water Level shall be so cut or made as in any way to injure the said Railway or Works, or to obstruct or impede the Passage upon or along the said Railway.

Method of discovering when Mines are working under the Railway.

LXXXIX. And for the better ascertaining whether any such Mines are being worked or got or about to be worked or gotten so as to prejudice or damage the said Railway and other Works or any of them; be it further enacted, That it shall be lawful for the said Company, by themselves, their Agents and Workmen, from Time to Time and at all Times hereafter to enter upon any Lands through or near which the said 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 such Coalpits, Works, or other Mines, and for that Purpose to make use of any Gins, Whimsies, Tackling-ropes, Machines, Apparatus, or Machinery belonging to such Proprietors, Lessees, or Tenants, and to view, search, bore, dig, and measure, 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 Proprietors, Lessees, or Tenants of any such Mines who have so worked or got the same



contrary to the Directions of this Act respectively to adopt and construct the requisite Means and Supports for sustaining, securing, and making safe the said Railway and other Works, and preventing any Injury which may arise in consequence of such Mines having been so got contrary to the Directions of this Act; and in case the said Proprietors, Lessees, or Tenants respectively shall not immediately after such Notice 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, 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 Proprietors, Lessees, and Tenants of such Mines, to enter into and upon all such Mines, and from Time to Time to use all necessary and reasonable Ways and Means for repairing, supporting, sustaining, securing, and making safe the said Railway and other Works; and such Expences, Costs, and Charges shall be recovered by the said Company from such Proprietor, Lessee, or Tenant who shall so respectively have worked or got the same contrary to the Directions of this Act, in such and the same Manner as the Rates, Tolls, or Sums by this Act granted may be recovered, and shall be paid to the Treasurer of the said Company, and applied for the Purposes of this Act.

XC. 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 intended Railway or Works; but it shall be lawful for any Proprietor, Lessee, or Tenant of any Mines or Works on each Side of the said Railway to fix all such Ropes, Chains, Connexion Rods, and other Matters as may be necessary for working the said Mines in conformity with the Provisions of this Act over, under, across, near, or by the said Railway, provided that by so doing such Proprietor, Lessee, or Tenant do not injure such Railway or Works, or interrupt in any Manner the free Passage upon or along the same.

No Shaft to be sunk under the Railway.

XCI. And be it further enacted, That in every Case in which the said Railway by this Act authorized to be constructed shall cross any other Railway, whether public or private, the Communication between the Railway by this Act authorized to be constructed and such other Railway, and all Openings in the Ledges or Flanches of the Rails of such other Railway (if the same shall be crossed upon a Level), or (if the same be not crossed upon a Level) then all Bridges over or Tunnels under the Railway so to be crossed for the Purpose of such crossing, shall, if the said Company and the Parties to whom such other Railway shall belong do not agree about the same, be made in such Manner as shall be directed by Two Engineers or other competent Persons, one to be appointed by the said Company, and the other by the Party to whom the Railway so to be crossed shall belong; and such Engineers or other Persons shall and they are hereby required, before entering upon the Matter referred to them, to appoint a Third Engineer or other Person to be an Umpire, to whom, in case there shall be any Difference of Opinion between the said Engineers or other Persons so appointed, the Matter in dispute shall be referred, and the Decision of such Engineers or other Persons, or of such Umpire (as the Case may be), shall be binding upon all Parties: Provided always, that in case the Party to whom any Railway so to be crossed shall belong shall re-

Regulating Communication with other Railways.

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fuse, or for the Space of Twenty-one Days next after Notice signed by the Clerk for the Time being of the said Company, requiring him so to do, shall neglect, to appoint such Engineer or other Person on his Behalf, the Engineer for the Time being of the said Company shall have full Power to make such Communications with and such Openings in the Ledges or Flanches of the Rails of or such Bridges over or Arches under the Railway so to be crossed (as the Case may require) as he shall think proper: Provided also, that the said Company shall defray all the Expence attending such Reference, and the making such Communications and Openings, Bridges and Tunnels, and the keeping the same respectively in repair from Time to Time, and shall also make Satisfaction for any temporary or permanent or recurring Injury which may be thereby occasioned to such Railway so to be crossed; the Amount of such Satisfaction to be ascertained (in case of Dispute about the same) in the same Manner as Disputes as to Damages to a small Amount are by this Act directed to be ascertained, and to be recovered in the same Manner as Penalties and Forfeitures are by this Act directed to be recovered; and the said Company shall have full Power at all Times to cross every such Railway by means of such Communications, with any Engines and Carriages, without being liable to the Payment of any Toll or Rate for so crossing.

Enabling the  
Company to  
sell Lands  
not wanted.

XCII. And whereas by means of the Purchases which the said Company are empowered or are required to make by virtue of this Act they may happen to be seised of more Lands than will be necessary for effecting the Purposes of this Act, or of Lands not applicable to the Purposes hereof; be it therefore enacted, That it shall be lawful for the said Company and they are hereby required, within Ten Years after the passing of this Act, to sell, and by any Deed under their Common Seal to convey, to the Purchasers thereof any Part of such Lands, or any Estate or Interest purchased by the said Company in such Lands, or any Part thereof, in such Manner as they shall deem most advantageous, and such 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 Lands, shall first offer to sell the same to the Person or to the several Persons whose Lands or Premises shall immediately adjoin the Lands so proposed to be sold, such Persons being in *England* and conveniently 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 in that Behalf to the said Company within Thirty 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 to purchase such Lands for the Space of Thirty 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 solemn Declaration made before a Master or Master Extraordinary in the High Court of Chancery, or before any Justice of the Peace for the said County of *Lancaster*, 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 Thirty Days from the Time of making the same, shall in all Courts whatsoever be sufficient Evidence and Proof that such Offer was made and was refused or was not accepted within the Time aforesaid (as the Case may be) by the Person to whom such Offer was made; 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; and the Expence of hearing and determining such Difference shall be borne and paid in like Manner as in this Act is directed with respect to the disputed Value of Lands to be taken or used by the said Company, *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.

XCIII. And be it further enacted, That upon 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 the Treasurer for the Time being of the said Company 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 or 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.

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

XCIV. And be it further enacted, That in all Conveyances 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 by them, were at the Time of the Execution of such Conveyances seised or possessed of the Lands 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, and 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,

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

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

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

XCV. And be it further enacted, That unless the said Company shall within the Space of Three Years, to be computed from the passing of this Act, agree for or cause to be valued and paid for, as in this Act is mentioned, the Lands which they are by this Act empowered to take or use, or otherwise so much thereof as shall be by them deemed necessary and proper for the Purposes of constructing the said Railway or other Works hereby authorized, (save and except the aforesaid Twenty Statute 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 constructing the said Railway and other Works,) then and from thenceforth the Powers which are hereby granted to them for the compulsory taking or using of such Lands shall cease and be utterly void.

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

XCVI. And be it further enacted, That in case the said Railway and Works shall not have been made and completed 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 cease and determine, save only and except as to so much (if any) of the said Railway and Works as shall be declared and certified to have been completed within the said Term by the Justices of the Peace of the said County of *Lancaster* assembled at any General or Quarter Sessions of the Peace to be held in and for the said County of *Lancaster* 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 Evidence of Two or more Witnesses upon Oath to be produced before such Justices for that Purpose.

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

XCVII. 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, then and in such Case the Lands 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 vest in the Owners for the Time being of the Land adjoining that which shall be so abandoned or given up, in manner

manner following ; (that is to say,) One Moiety thereof in the Owners of the Land on the one Side, and the Remainder thereof in the Owners of the Land on the other Side thereof.

XCVIII. And be it further enacted, That on or before the Expiration of Twenty-one 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, shall have been given to any Corporation or Person seised 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 Corporation or Person 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.

Parties to deliver a Statement of their Estates and Claims within Twenty-one Days after Notice.

XCIX. And be it further enacted, That all Corporations and Persons 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 or upon which the said Railway or other Works hereby authorized are intended to be constructed, may agree to accept and receive, and may, subject to such Restrictions as in this Act contained as to the Payment thereof, accept and receive Satisfaction 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 such Lands, and also for and on account of any Damage, Loss, or Inconvenience which may be sustained by such Corporations and Persons by reason of the Execution of any of the Powers of this Act, in such gross Sums as shall be agreed upon between the said Owners (including Persons hereby capacitated as aforesaid) and Occupiers respectively and the said Company ; and in case the said Company and such Parties respectively shall not agree as to the Amount or Value of such Purchase Money, Satisfaction, or Compensation, the same respectively or either of them concerning which they do not so agree shall be ascertained and settled, if required, by the Verdict of a Jury as herein-before is directed.

Satisfaction to be made for Lands taken for the Railway.

C. And whereas the Expence of making the Railway and the other Works hereby authorized is estimated at the Sum of Two hundred and fifty thousand Pounds, and the Sum of Two hundred and sixteen thousand five hundred Pounds, being more than Five Sixth Parts thereof, has been already subscribed for by several Persons under a Contract binding themselves, their Heirs, Successors, Executors, Administrators,

The whole of the Expence to be subscribed before the Work is commenced.

[*Local.*]

8 P

and

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 Two hundred and fifty thousand Pounds shall be subscribed for in the like Manner before any of the Powers granted by this Act in relation to the compulsory taking of Land for the Purposes of the said Railway shall be put in force.

Certificate of a Justice to be Evidence that the whole of the Money has been subscribed.

CI. Provided always, and be it further enacted, That a Certificate under the Hand and Seal of any Justice of the Peace for the County Palatine of *Lancaster*, that the whole of the said Sum of Two hundred and fifty thousand Pounds hath been subscribed for 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 sufficient Evidence that the whole of the said Sum of Two hundred and fifty thousand Pounds hath been subscribed for.

Proprietors to raise Money amongst themselves for the Undertaking not exceeding 250,000*l.* in Shares of 50*l.* each.

CII. And be it further enacted, That it shall be lawful for the said Company to raise amongst themselves any Sum of Money for constructing and maintaining the said Railway and other Works by this Act authorized, not exceeding in the whole the Sum of Two hundred and fifty thousand Pounds, the whole to be divided into Shares of Fifty Pounds each; and such Shares shall be numbered, beginning with Number One, in arithmetical Progression, and every such Share shall be distinguished by the Number to be applied to the same; and the said Shares shall be and they are hereby vested in the several Parties taking the same, and their several and respective Successors, Executors, Administrators, and Assigns, to their proper Use and Benefit, proportionably to the Sum they shall severally contribute; and all Corporations and Persons, and their several and respective Successors, Executors, Administrators, and Assigns, who have subscribed or shall severally subscribe for any such Share or such Sum 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.

Shares to be deemed Personal Estate.

CIII. And be it further enacted, That all the Shares 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.

Names of Proprietors to be entered and Certificates of their Shares to be delivered to them.

CIV. And be it further enacted, That the said Company shall and they are hereby required at their First or some subsequent General Meeting, and afterwards 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 said Undertaking, with the Number of Shares to which they are respectively

tively entitled, and the Amount of the Subscriptions paid thereon, and also the proper Number by which every Share shall be distinguished, 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 the Common Seal of the said Company affixed thereto, to be delivered to every such Proprietor, on Demand, specifying the Share or Shares to which he is entitled in the said Undertaking, such Proprietor paying to the Clerk of the said Company the Sum of Two Shillings and Sixpence, and no more, for every such Certificate and 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, but the Want of such Certificate or Ticket shall not hinder or prevent the Proprietor of any of the said Shares from selling or disposing thereof; and such Certificate or Ticket may be in the Words or to the Effect following; (that is to say,)

‘ The *Lancaster* and *Preston* Junction Railway Company.

Form of  
Certificate.

‘ Number

‘ THESE are to certify, That *A.B.* of \_\_\_\_\_ is the Pro-  
‘ prietor of the Share [*or* Shares], Number \_\_\_\_\_ of  
‘ “The *Lancaster* and *Preston* Junction 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 \_\_\_\_\_

‘ Entered \_\_\_\_\_

CV. And be it further enacted, That if any such Certificate or Ticket as aforesaid shall be worn out, damaged, lost, or destroyed, then (upon due Proof thereof to the Satisfaction of the Clerk of the said Company) a similar Certificate or Ticket shall be given to the Proprietor of the Share in respect whereof the Certificate or Ticket so worn out, damaged, lost, or destroyed was granted, 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.

For granting  
new Certifi-  
cates when  
the old ones  
are destroyed  
or worn out.

CVI. And be it further enacted, That the Clerk of the said Company shall in some proper Book to be provided by the said Company for that Purpose enter and keep a true Account of the Places of Abode of the several Proprietors of the said Undertaking, and of the several Corporations and Persons who shall from Time to Time become Proprietors thereof or be entitled to any Share therein; and every Proprietor of the said Undertaking (or, in the Case of a Corporation, the Clerk or Agent of such Corporation duly appointed,) may at all convenient Times have recourse to and peruse such Book *gratis*, and may demand and have Copies thereof or of any Part thereof, paying at and after the Rate of Sixpence for every One hundred Words so copied; and if the Clerk of the said Company shall refuse to permit or shall not permit any such Proprietor, or Clerk or Agent as aforesaid, to peruse such Book at all convenient Times, or shall refuse or neglect to make such Copy within a reasonable

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

able Period on being paid as aforesaid, he shall forfeit and pay the Sum of Five Pounds for every such Offence, for the Benefit of the said Undertaking.

For ascer-  
taining Pro-  
prietorship of  
Shares in  
case of  
Death, &c.,  
in order to  
the Payment  
of Dividends  
in respect of  
such Shares.

CVII. And whereas by the Death or by other Events happening to Proprietors, or by the 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 where the Right of Property in any Share in the said Undertaking shall pass from any Proprietor thereof to any Corporation or Person by any other legal Means than by a Sale or Assignment thereof duly made and executed as herein-before directed, a solemn Declaration in Writing shall be made and subscribed by some credible Person before some Master or Master Extraordinary in the High Court of Chancery, or any of His Majesty's Justices of the Peace, stating the Manner in which such Share hath been passed to such Corporation or Person, 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 the said Clerk shall be entitled to receive for each such Entry as is herein-before directed the Sum of Two Shillings and Sixpence, and no more; and the said Company shall not be bound to see to the Execution of any Trust, whether express or constructive, to which any such Share shall be subject or liable; and before such Declaration shall have been transmitted and such Entry made as aforesaid no Corporation or Person 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 solemn 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 any of His Majesty's Justices of the Peace, and shall be transmitted to the Clerk of the said Company, who shall file the same, and make an Entry thereof in the Book which shall be kept for the Entry of Sales or Assignments of Shares in the said Undertaking; and before any Corporation or Person 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 thereof, or the Letters of Administration, shall be produced and shown to the said Clerk, or a Copy of so much of such Will or of such Letters of Administration as shall relate to the Share of the Testator or Intestate (as the Case may require) shall be made and verified by solemn Declaration by the Executor of the said Will or the Administrator of the Intestate before some Master or Master Extraordinary in Chancery, or any of His Majesty's Justices of the Peace as aforesaid, and  
together



together with an official Extract of the Act of Court on the Grant of Probate of such Will, or (in case of Intestacy) of the Letters of Administration, shall be transmitted to the said Clerk, who shall file and enter the same as herein-before directed.

CVIII. And be it further enacted, That the several Parties who have subscribed or who shall hereafter subscribe for or towards the said Undertaking shall and they are hereby required to pay the Sums of Money by them respectively subscribed for, or such Parts or Proportions thereof as shall from Time to Time be called for by the Directors of the said Company under and by virtue of the Powers of this Act, at such Times and at such Places and to such Person as shall be directed by the said Directors; and in case any Party shall neglect or refuse to pay as aforesaid the Monies by him so subscribed for, or the Part thereof so called for, 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 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 actual Payment thereof.

To compel  
Payment of  
Subscrip-  
tions.

CIX. 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 Fifty 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 the Rate of Four 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 to pay  
Subscription  
in advance.

Interest to  
be paid on  
the Amount  
advanced.

CX. And be it further enacted, That the Directors to be appointed as aforesaid shall have Power from Time to Time to make such Calls of Money from the Subscribers to and Proprietors of the said Undertaking for the Time being, to defray the Expences of and to carry on the same, as they from Time to Time shall find necessary, so that the aggregate Amount of Calls made or Money paid for or in respect of any such Shares shall not amount to more than the Sum of Fifty Pounds on any such Share, and so that no such Call shall exceed the Sum of Ten Pounds upon each Share which any Corporation or Person shall be possessed of or entitled unto in the said Undertaking, and an Interval of Three Calendar Months at the least shall elapse between the Day appointed for Payment of one Call and the Day

Directors  
empowered  
to make  
Calls, not  
exceeding  
10*l.* each,  
at given In-  
tervals of  
not less  
than Three  
Months;

[*Local.*]

8 Q

appointed

In case of Non-payment, Interest to be charged.

If Proprietors neglect or refuse to pay Calls and Interest, the same may be sued for or the Shares declared to be forfeited and sold.

appointed for Payment of another Call, and Twenty-one Days Notice at the least shall be given of every such Call by Advertisement inserted in One or more *Lancaster, Manchester, Liverpool, and Preston* Newspaper; and all Monies so called for shall be paid to such Persons, at such Times and Places, and in such Manner as in the said Notice shall be appointed, and the respective Proprietors of Shares in the said Undertaking shall pay their rateable Proportion of the Monies to be called for as aforesaid to such Persons, and at such Times and Places, and in such Manner as shall be appointed as aforesaid; and if any Proprietor for the Time being of any such Share shall not so pay such his rateable Proportion, then and in such Case and as often as the same shall happen he shall pay Interest for the same 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; and if any Proprietor for the Time being of any such Share shall neglect or refuse to pay such his rateable Proportion, together with Interest (if any), then or at any Time thereafter it shall be lawful for the said Company to sue for and recover the same in any of His Majesty's Courts of Record by Action of Debt or on the Case, or by Bill, Suit, or Information, or the said Directors may and they are hereby authorized to declare the Shares belonging to such Proprietor to be forfeited, and to order such Shares to be sold: Provided nevertheless, that no Advantage shall be taken of any Forfeiture of any Share in the said Undertaking until Notice in Writing under the Hand of the Clerk or Treasurer of the said Company that such Share hath been declared forfeited shall have been given to, or sent by the Post unto, or delivered to some Inmate of the last known usual Place of Abode of the Proprietor 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 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 Meeting 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 in that Case sell and dispose of such Shares at a public Auction or by private Contract or public Tender, and together or in Lots, or in such other Manner and for such Price as they may think fit; and a solemn Declaration in Writing made 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 or Forfeiture 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

Irregularity of Proceeding in reference to such Sale; but such solemn Declaration in Writing, and the Receipt of the Treasurer of the said Company for the Price of such Share, shall be sufficient Evidence of Title thereto for all Purposes whatsoever.

CXI. 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 aforesaid shall be more than sufficient to pay all Arrears of Calls as aforesaid, and legal Interest thereon as aforesaid, and the Expence attending the Sale thereof, the Surplus of such Purchase Money shall, on Demand, be paid to the Party 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 under the Powers last herein-before contained than shall be sufficient, as near as may be at the Time of such Sale, to pay the Arrears of Calls due from such Defaulter, and the Interest and Expences as aforesaid; and from and after Payment of such Arrears of Calls, 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 to whom such Share shall have belonged immediately before such Forfeiture as aforesaid, in such Manner as if such Calls had been duly paid.

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 shall be sufficient to pay Calls.

CXII. And be it further enacted, That in any Action to be brought by the said Company against any Proprietor for the Time being of any Share in the said Undertaking, to recover any Money due and payable for or in respect of any Call, 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 such Sum of Money as the Calls in arrear shall amount to for a Call or so many Calls of such Sums of Money upon a Share belonging to the said 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 in the said Undertaking, and that such Call was in fact made, and that such Notice was given as is directed by this Act, without proving the Appointment of the Directors who made such Calls, or any other Matter 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 exceeded Ten Pounds *per* Share, or was made payable before the Expiration of Three Calendar Months from the Day appointed for Payment of the last preceding Call, or that Notice was not given as herein-before required; and in order to prove that the Defendant was a Proprietor of such Share in the said Undertaking, as alleged, the Production of the Book in which the Clerk of the said Company is by this Act directed to enter and keep the Names and Additions of the several Proprietors from Time to Time of Shares in the said Undertaking, with the Number of Shares they are respectively entitled to, and of the Places of Abode of the several Proprietors of the said Undertaking, and of the several Corporations

Proceedings in Actions for Calls.

Corporations and Persons 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.

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

CXIII. And whereas in Cases in which Proprietors of Shares in the said Undertaking shall die, or being Females shall marry, or shall 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 Corporation or Person by any other legal Means than by a Sale or Assignment thereof duly made and executed as herein provided, and such Declaration in Writing as is herein in that Behalf directed shall have been transmitted to the Clerk of the said Company, then and in any of the Cases aforesaid, after Ten Days Notice in Writing shall have been given under the Hand of the Clerk or Treasurer of the said Company to the Corporation or Person stated or claiming in such Declaration to be the then 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 of such Corporation, or published in some One or more *Lancaster, Manchester, Liverpool, and Preston* Newspaper, to pay his or their Proportion of Money to be called for, and such Corporation or Person shall not have paid such his or their Proportion as aforesaid, it shall be lawful for the said Company, at any General or Special General Meeting after the Expiration of such Notice, to declare every such Share to be forfeited, and in such Case the same shall become forfeited, and shall 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 Assignee or Trustee 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 known to be out of the Kingdom, such Notice shall be inserted in the *London Gazette*; and in all such Cases, and after such

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

Power to borrow Money of Exchequer, Loan Bill Commissioners, and give Security.  
3 G. 4. c. 86.

CXXV. 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 Third Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act to amend Two Acts of the Fifty-seventh Year of His late Majesty, and the First Year of His present Majesty, 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 Act*, any Sum of Money not exceeding in the whole the Sum or Sums 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 said 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 Commissioners to have Priority.

CXXVI. 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 Proceeding 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.

CXXVII. And be it further enacted, That the Interest of the Money which shall be raised by any such Mortgage, Assignment, or Bond as aforesaid shall be paid half-yearly to the several Parties 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 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 Thirty Days next 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 said County of *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 Mortgagee or Oblige whose Interest shall be so in arrear, by an Order under their  
Hands

‘ Act, in consideration of the Sum of \_\_\_\_\_ to us in hand  
 ‘ paid by *A. B.* of \_\_\_\_\_ do assign unto the said *A. B.*,  
 ‘ his 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  
 ‘ *A. B.*, his 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 entitled, one with the other, to their respective Proportions of the said Rates, Tolls, and Sums and Premises, according to the respective Sums in such Mortgages or Assignments mentioned to be advanced, without any Preference by reason of Priority in the Date of any such Order of Meeting, or Priority in the Date of such Mortgage or Assignment, or on any other Account whatsoever; and an Entry or Memorial of such respective Mortgages or Assignments, containing the Numbers and Dates thereof, and the Names of the Parties (with their proper Additions) to whom the same shall have been made, and of the Sums borrowed, together with the Rate of Interest to be paid thereon respectively, shall, within Fourteen Days next after the Date thereof, be entered in some Book to be kept by the Clerk 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, or other Persons interested therein, without Fee or Reward; and all Parties 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 transfer their respective Rights and Interests therein to any other Person; and every Transfer thereof shall be by Deed duly stamped, in which the Consideration for such Transfer shall be truly stated and specified, and 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.

‘ I *A. B.* of \_\_\_\_\_ in consideration of the Sum of \_\_\_\_\_  
 ‘ paid by *C. D.* of \_\_\_\_\_ do hereby transfer to the  
 ‘ said *C. D.*, his Executors, Administrators, and Assigns, a certain  
 ‘ Mortgage Number \_\_\_\_\_ made by “The *Lancaster and Pres-*  
 ‘ *ton Junction Railway Company*,” to \_\_\_\_\_ bearing Date the  
 ‘ \_\_\_\_\_ Day of \_\_\_\_\_ for securing the Sum of \_\_\_\_\_  
 ‘ \_\_\_\_\_ and Interest, and all my Right, Estate, and Interest in and  
 ‘ to the Money thereby secured, and in and to the Rates, Tolls, Sums  
 ‘ of Money, and Property thereby assigned. Dated this  
 ‘ 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 Days after the Arrival thereof in *England* if executed elsewhere, be produced to the Clerk of the said Company, who shall cause an Entry or Memorial to be made thereof in the same Manner as of the original

[*Local.*]

8 S

Mortgage

Sale or Assignment they or he shall have paid the full Sum of Money which shall have been called for in respect of each Share.

Receipt of One Proprietor to be a sufficient Discharge.

CXXII. 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 for any Dividend or other Sum of Money which 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 the Parent or Guardian of a Minor a sufficient Discharge.

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

Proprietors to raise an additional Sum of Money, if necessary, by Mortgage.

CXXIV. And be it further enacted, That when and so soon as the Sum of One hundred and twenty-five thousand Pounds, in respect of the Money hereby authorized to be raised by Subscription as herein-before mentioned, shall have been actually raised and paid up, and not before, it shall be lawful for the said Company from Time to Time, by an Order of any General or Special General Meeting of the said Company, to borrow and take up at Interest any further or other additional Sum, not exceeding in the whole the Sum of Eighty-three thousand Pounds, on the Credit of the said Undertaking; and the Directors of the said Company, after an Order shall have been made for that Purpose at any General or Special General Meeting of the said Company, are hereby empowered to mortgage, assign, and charge 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 such Money to be borrowed as aforesaid, with Interest, to or for the Benefit of the Party who shall advance the same, or to his Trustee; and all such Mortgages, Assignments, and Charges shall be made, under the Common Seal of the said Company, in the Words or to the Effect following, or with such Variation therein as the Circumstances of the Loan may render necessary; (that is to say,)

Form of Mortgage.

‘ *Lancaster and Preston Junction Railway Company.*  
 ‘ Number  
 ‘ BY virtue of an Act passed in the Year of the Reign  
 ‘ of His Majesty King *William* the Fourth, intituled [*here set*  
 ‘ *forth the Title of this Act*], we, “The *Lancaster and Preston*  
 ‘ *Junction Railway Company*,” incorporated by and under the said  
 ‘ Act,

CXIX. And be it further enacted, That it shall be lawful for the several Proprietors of Shares in the said Undertaking, and their respective Successors, Executors, and Administrators, to sell and dispose of any Shares to which they shall be entitled therein, subject to the Rules and Conditions herein mentioned; and the Assignment of such Shares shall be by Writing duly stamped, in which the Consideration for such Assignment shall be truly stated and specified, and 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,)

Proprietors  
of Shares  
may sell the  
same.

‘ 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 *Lancaster* and *Preston*  
 ‘ Junction Railway,” to hold unto the said *C. D.*, his Executors, Ad-  
 ‘ ministrators, 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 aforesaid.  
 ‘ As witness our Hands and Seals the \_\_\_\_\_ Day of \_\_\_\_\_.’

Form of  
Transfer of  
Shares.

And on every such Sale the Deed or Assignment (being executed by the Seller and Purchaser) shall be kept by the Clerk of the said Company, who shall enter in some Book to be kept for that Purpose a Memorial of such Sale or Assignment, and indorse the Entry of such Memorial on the said Deed of Sale or Assignment, 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 Sale or Assignment on the Certificate of each Share so sold, and 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 such 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 the 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.

CXX. 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.

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

CXXI. And be it further enacted, That no Corporation or Person shall sell or assign any Share which they or he shall possess in the said Undertaking, upon which any Call shall have been made, after the Day appointed for the Payment of the same, unless at the Time of such Sale

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



Form of  
Proxy.

' *A.B.* of one of the Proprietors of the *Lancaster*  
' and *Preston Junction 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 Undertaking which shall be proposed at  
' any General or Special General Meeting of the said Company, 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 .

The Person  
whose Name  
stands first as  
a joint Pro-  
prietor with  
others to be  
deemed the  
Owner, and  
to vote.

CXVI. And be it further enacted, That whenever several Persons shall be jointly possessed of or entitled to any Share in the said Undertaking, the Person whose Name shall stand first in the Books of the said Company as Proprietor of such Share shall for the Purposes of this Act be deemed the Proprietor of such Share, and 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 shall either in Person or by Proxy on all Occasions be deemed and allowed to be the Vote for or in respect of the whole Property in such Share, 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 Shares in the said Undertaking shall and may, for or 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 at or given to some Inmate of the last or usual known Place of Abode of such Person, or be inserted in the *London Gazette* as herein mentioned (as the Case may require), and such Notice shall be deemed sufficient Notice to all 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.

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

Proprietors  
in arrear not  
to vote.

CXVIII. 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.

CXIX. And

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 Case of Proprietors being Abroad the Shares shall not be forfeited until the Expiration of Six Calendar Months after the Day on which such Notice shall have been inserted in the *London Gazette* as aforesaid.

CXIV. And be it further enacted, That every Person who shall wilfully and corruptly make and subscribe any Declaration required to be made and subscribed under the Authority of this Act, knowing the same to be untrue in any material Particular, shall be deemed guilty of a Misdemeanor.

Persons making false Declarations to be guilty of a Misdemeanor.

CXV. And be it further enacted, That at all General and Special General Meetings held by virtue of this Act all Corporations and Persons who shall have duly subscribed for or become entitled to any Share or Shares (not exceeding Twenty) in the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, shall have a Vote for each such Share; and all such Corporations and Persons as aforesaid as shall have subscribed for or become entitled to more than Twenty Shares in the said Undertaking, their respective Successors, Executors, Administrators, and Assigns, shall, over and above the Twenty Votes which they shall respectively have for or in respect of the first Twenty Shares, have an additional Vote for every Five Shares which they shall have subscribed for or shall have become entitled to in the said Undertaking 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 Seals of such Corporations, or under the Hands of the other Proprietors appointing such Proxies (all such Proxies being Proprietors of Shares in the said Undertaking); and every such Vote by Proxy shall be as good and sufficient to all Intents and Purposes as if the Principal had voted in Person; and every Question, Matter, or 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 the Proprietors of the said Company then present (personally or by Proxy); 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 of any Votes at such Meeting; and the Appointment of every such Proxy may be made according to 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 will admit; (that is to say,)

Directing how Subscribers shall vote at all Meetings.

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 so remaining 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 Person to whom such Interest shall be then due, until the same, together with the Costs and Charges of recovering and receiving the Rates, Tolls, or Sums, shall be fully paid and satisfied; and after such 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 Interest so remaining 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*.

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

CXXIX. 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 for the Repayment of the Principal Sum of Money so to be borrowed, with the Interest thereof; and in such Case the said Company shall cause to be inserted in such Mortgage or Assignment the Time 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 so to be fixed, to the Party who shall upon the Expiration of such Period 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 Security of Rates.

CXXX. 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 Clerk for the Time being of the said Company: 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 the *London Gazette*, and in One or more Newspapers circulated in the said County of *Lancaster*; and at the Expiration of the said Six Calendar Months all Interest shall cease Holders of Mortgages for unlimited Periods may demand Payment after Twelve Months from their Date.  
Directors may pay off such Mortgages on giving Six Months Notice.

to be paid on the said Principal Money, unless the said Company shall, on Demand, make default in the Payment thereof, in pursuance of such Notice.

For securing  
Repayment  
of Principal  
Money bor-  
rowed.

CXXXI. 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 or Bond as aforesaid by virtue of this Act, or of any Part of such Principal Money, at the Time 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 said County of *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, Assignments, or Bonds as aforesaid, and to whom any Principal Sums of Money shall be then due thereon and unpaid, amounting together to the Sum of Ten 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 Corporations or Persons 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  
Mortgages,  
&c. paid off,  
the Company  
may raise the  
Amount  
again.

CXXXII. And be it further enacted, That in case the said Company shall raise the Whole or any Part of the Money herein-before authorized to be raised by Mortgage or Assignment as aforesaid, and shall afterwards pay off all or any Part thereof, then and in every such Case it shall be lawful for the said Company, immediately or at any Time thereafter, again to raise in lieu of the Principal Money so paid off by them such Sum of Money as they shall from Time to Time have paid off, or any Part thereof, and so from Time to Time as often as the same shall happen, but so nevertheless that the said Company shall not in any Event borrow more than the Sum of Eighty-three thousand Pounds in the whole over and above the Amount of the Calls for the Time being remaining unpaid and still to be called for by the said Company.

Application  
of Money to  
be raised.

CXXXIII. And be it further enacted, That the Money which shall be raised or received 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,

thereto, and the Remainder of such Money shall be applied in purchasing Lands, and constructing and maintaining the said Railway and other Works, and in otherwise carrying this Act into execution.

CXXXIV. And be it further enacted, That the First General Meeting of the said Company shall be held within Six Calendar Months next after the passing of this Act; and from and after such First General Meeting of the said Company there shall be an annual General Meeting of the said Company in the Month of *June* in each and every Year at such Place as the Directors for the Time being shall fix, and also such and so many Special General Meetings of the said Company as the said Directors for the Time being shall think proper; and such Annual General Meetings and Special General Meetings may be adjourned from Time to Time and from Place to Place.

First and other General Meetings of Company.

CXXXV. And be it further enacted, That Twenty or more Proprietors of the said Company, holding in the aggregate Five hundred Shares or upwards in the said Undertaking, upon which Shares all Calls actually previously made shall have been paid and satisfied, may at any Time, by Writing under their Hands left at the Office of the said Company, or given to the Clerk of the said Company, or left at or delivered to some Inmate of his last or usual Place of Abode, require the Directors of the said Company to call a Special General Meeting of the Proprietors of the said Company at *Lancaster*, 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 Twenty or more Proprietors by giving Fourteen Days Notice thereof in One or more *Lancaster, Manchester, Liverpool, and Preston* Newspaper; and the said Company are hereby authorized to meet in pursuance of such Notice, and such of the Proprietors thereof as shall be present at such Meeting shall proceed in 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 major Part in Number of Votes of the Proprietors 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 a General Meeting held at the Time and in the Manner herein-before appointed for holding the same.

Meeting of Proprietors may be specially convened.

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

Business at Special and adjourned General Meetings.

CXXXVII. Provided always, and be it further enacted, That all Notices in this Act directed to be given of any General or Special

[*Local.*]

8 T

General

Notice of Meetings how to be given.

General Meeting of the Proprietors of the said Company, or of any other Matters, 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 the Clerk of the said Company, or in case of his Absence or Inability from Illness or any other Cause, then by the Chairman or Deputy Chairman of the Directors of the said Company, and shall be given by Advertisements inserted in One or more *Lancaster, Manchester, Liverpool, and Preston* Newspaper; and such last-mentioned Notices, when so published and given, shall be deemed and considered the same as if personally served.

First General Meeting to choose Directors.

CXXXVIII. 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 (either personally or by Proxy) shall elect Nine Persons (each of whom shall be a Proprietor and possessed in his own Right of Ten Shares in the said Undertaking) to be the Directors and to manage the Affairs of the said Company (in lieu of those herein-after named); and of the Directors so to be elected as aforesaid Five shall be competent to act; and the several Persons so to be elected (unless they resign, or become disqualified, or be removed,) shall continue in Office and be Directors until the General Meeting of the said Company which shall be held in the Month of *June* in the Year of our Lord One thousand eight hundred and thirty-eight, 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.

Directors to go out annually by Rotation.

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

out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner.

CXL. Provided always, and be it further enacted, That every Director who shall go out of Office on any annual Day of Election may be immediately or at any future Time re-elected a Director of the said Company, 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.

CXLI. Provided always, and be it further enacted, That if at any such General Meeting there shall not, within Two Hours from the Time appointed for such Meeting, be Ten Persons present (personally or by Proxy) who shall be entitled to One hundred and fifty Votes in the aggregate, 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 Seven Days from that Time; and if at such Second Meeting the requisite Number of Proprietors, possessing the requisite Number of Votes, shall not then attend, either personally or by Proxy, such Meeting shall stand adjourned to the Seventh Day next following; 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 before had until new Directors shall be appointed at the General Meeting which shall be held in the Month of *June* of the following Year.

If at General Meetings for choosing Directors Ten Persons possessed of 150 Votes are not present no Business to be done.

CXLII. Provided nevertheless, and be it further enacted, That no Person holding any Office or Place of Trust or Profit under the said Company, or being concerned or interested in any Contract with the said Company, shall be capable of being chosen a Director of the said Company, nor shall any Director be capable of accepting any other Office or Place of Trust or Profit under the said Company, or of being concerned or interested in any Contract with the said Company, during the Time he shall be a Director of the said Company; and if any Director of the said Company shall at any Time subsequently to his Election accept or continue to hold any other Office or Place of Trust or Profit under the said Company, or shall (either directly or indirectly) be concerned in any Contract with the said Company, or shall participate in any Manner in any Work to be done for the said Company, or shall at any Time cease to be a Proprietor of Ten Shares in the said Undertaking, the Office of such Director shall thereupon become vacant, and he shall thenceforth be disqualified from voting or acting as a Director until he shall again have become qualified, and have been again chosen according to the Provisions of this Act.

No Person holding Office capable of being a Director.

CXLIII. And be it further enacted, That when and so often as any Director of the said Company shall die, or shall resign, or shall become disqualified or incompetent to act as a Director, or shall cease to be a Director by any other Cause than that of going out of Office by Ballot or Rotation as aforesaid, it shall be lawful for the remaining

For supplying casual Vacancies of Directors.

remaining Directors, if they shall think proper so to do, to elect some other Proprietor duly qualified to be a Director; and every such Proprietor so elected to fill up any such Vacancy shall continue in Office as a Director so long only as the Person in whose Place or Stead he may be elected would have been entitled to continue had he lived and remained in Office.

Appointment  
of first  
Directors.

CXLIV. And be it further enacted, That *Thomas Housman Higgin, Edmund George Hornby, George Marton, Thomas John Knowlys, George Burrow, Hornby Roughsedge, Thomas Eastwood, John Jackson, John Greg, Jonathan Dunn, Richard Rossall, John Blackburne, William Waithman, William Satterthwaite, William Jackson, Gabriel Coulston, and John Whiteside*, 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 the said Directors herein-before named shall and they are hereby required to fix the Time of such First General Meeting within the Limit herein-before prescribed, and to give Notice thereof in the Manner herein-before prescribed with respect to General Meetings of the said Company; and until such First General Meeting shall be holden, and such Nine Directors shall have been duly elected as herein-before prescribed, the said Directors herein named, or the Survivors or Survivor of them, or such of them as shall continue to act, shall and lawfully may allot the Shares remaining undisposed of in the said Undertaking to such Persons as shall be desirous of taking the same, as to the said Directors shall seem 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 any subsequent Annual General Meeting of the said Company.

Chairman  
and Deputy  
Chairman of  
Directors to  
be appointed.

CXLV. 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 Provision herein contained, and at the first Meeting of the Directors which shall be held next after the General Meeting of the said Company in the Month of *June* in each Year (except the Year One thousand eight hundred and thirty-seven), the Directors present at such Meeting of the 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 to act, or otherwise cease to be a Director, it shall be lawful for the Directors present at the Meeting next after such Vacancy shall have occurred to choose some other of 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 may be so elected would have been entitled, under the Provisions of this Act, to continue if such Vacancy had not happened.



CXLVI. And be it further enacted, That at all General or Special General Meetings of the said Company the Chairman of the said Directors, or in his Absence the Deputy Chairman of the said Directors, or in his Absence some one of the Directors of the said Company to be chosen at 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, shall, in addition to his own Votes in respect of the Shares held by him, and in respect of the Shares of any other Proprietor whose Proxy he may hold, have an additional or casting Vote as Chairman.

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

CXLVII. And be it further enacted, That the Directors for the Time being of the said Company shall superintend all the Affairs thereof, and shall have the Custody of and Power to use the Common Seal of the said Company on their Behalf, and shall have full Power and Authority to do all Acts whatsoever for carrying into effect the Purposes of this Act, and for the Management, Regulation, and Direction of the Affairs of the said Company, or relative thereto, which the said Company are by this Act authorized to do, except such as are herein required and directed to be done at some General or Special General Meeting of the said Company; and the said Directors shall appoint and displace all the Officers and Servants of the said Company (except as herein is provided), and allow to them such Salaries, Gratuities, or Recompences as to the said Directors shall seem proper; and the said Directors shall have Authority to meet and adjourn from Time to Time and from Place to Place as they shall think proper; and there shall be Five Directors at the least present in order to constitute a Meeting; 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 no Director shall have more than One Vote at any such Meeting, unless he be the Chairman of such Meeting, in which Case he shall, if there shall happen to be an equal Division, always have a decisive or casting Vote as such Chairman; and the said Directors shall keep a regular Minute and Entry of their Proceedings at every Meeting of the said Directors; and the 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 on any Account for the Use of the said Company, and shall regularly enter into some Books, to be from Time to Time provided at the Expence of the said Company for that Purpose, Notes, Minutes, or Copies, as the Case shall require, of such Appointments, Receipts, and Disbursements, and of all Contracts and Bargains entered into or made by them, and of other their Orders and Proceedings, and which Books shall be deposited with and kept under the Care and Direction of the said Directors: Provided always, that it shall not be lawful for the said Directors to fix or order what Remuneration shall be allowed to the Directors

Powers and Duties of Directors.

[*Local.*]

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of

of the said Company: Provided also, that the said Directors shall and they are hereby required to take sufficient Security from every Person who shall be appointed Treasurer of the said Company, and from every Receiver, Collector, or Officer 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 appoint  
Committees.

CXLVIII. 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, who shall have full Power and Authority to enter into and make any Contracts or Agreements on behalf of the said Company, and to hire and employ any Agents, Surveyors, Workmen, or Servants in or about the said Undertaking, and to do, execute, and perform all other Matters and Things whatsoever in or about the said Undertaking which the said Directors are themselves herein-before authorized to do, and which the said Directors shall from Time to Time think proper to entrust to the Care and Management of such Committees respectively (save and except nevertheless the making of Calls for Money upon the Proprietors of the said Undertaking); and it shall be lawful for the said Directors, by an Order or Resolution for that Purpose, to break up and dissolve any such Committee, or to remove or displace any of the Members thereof respectively, and to appoint others in their Place and Stead, when and as often as such Directors shall think expedient; and such Committees respectively shall have Power to meet from Time to Time and to adjourn from Place to Place as they shall think proper and as Occasion shall require for effecting the Purposes aforesaid; and all Powers and Authorities hereby vested in or which shall by the said Directors be confided to any such Committee within the Intent and Meaning of this Act shall and may be exercised by Three of the Members present at the respective Meetings of such Committee; and at all Meetings of the said Committee 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 entertained by the said Committee, shall have an additional or casting Vote.

Contracts  
signed by  
Three Direc-  
tors to be  
binding.

CXLIX. 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.

Orders and  
Proceedings  
to be entered  
in a Book.

CL. And be it further enacted, That the Orders and Proceedings of all Meetings, as well General as Special, of the said Company and of the said Directors and Committees respectively, shall be entered in some Book to be provided and kept for that Purpose, and shall be signed by the Chairman of such respective Meetings; and  
such

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 due 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 Committee, or of the Signature of such Chairman, as the Case may be, all of which last-mentioned Acts shall be presumed.

CLI. 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 been disbursed and paid; and such 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 Loan Creditors or any of them may take Copies of or Extracts from the said Book without paying any thing for the same; and in case the said Book-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, such Book-keeper shall forfeit and pay for every such Offence any Sum of Money not exceeding Ten Pounds, to be levied and applied in the same Manner as other Penalties are by this Act directed to be levied and applied.

Directors to  
cause Ac-  
counts to be  
kept.

CLII. And be it further enacted, That the said Company shall at some of their General Meetings elect a Treasurer and Clerk for transacting the Business of the said Company; and it shall be lawful for the said Company, at any subsequent General Meeting or Special General Meeting, from Time to Time to remove and displace any such Treasurer or Clerk, or any Person who shall be thereafter elected to their respective Offices, and to elect in manner aforesaid any other Person to act as Treasurer or Clerk of the said Company in the Place of such of the said Officers as shall die, or resign, or be removed from their respective Offices; and it shall be lawful for the said Company to allow such Salaries or other Emoluments to the said Officers respectively as they shall from Time to Time think proper.

General  
Meeting to  
appoint  
Treasurer  
and Clerk.

CLIII. Provided always, and be it further enacted, That it shall not be lawful for the said Company to appoint any Person who may be appointed their Clerk in the Execution of this Act, or the Partner of such Clerk, or any Person in the Service or Employ of such Clerk or of his Partner, to be the Treasurer for the Purposes of this Act, or to appoint any Person who may be appointed Treasurer, or the Partner of such Treasurer, or any Person in the Service or Employ of such Treasurer or his Partner, to be the Clerk of the said Company for the Purposes of this Act; and if any Person shall accept both the Offices of Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of such Clerk, or in the Service or Employ of such Clerk or of his Partner, shall accept the Office of  
Treasurer,

No Person  
to hold the  
Offices of  
Clerk and  
Treasurer at  
the same  
Time.

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 such Treasurer, or in the Service or Employ of such Treasurer or of his Partner, shall accept the Office of Clerk in the Execution of this Act, or shall act as Deputy of such Clerk, or in any Manner officiate for such Clerk, or if any such Treasurer shall hold any Place of Profit or Trust under the said Company other than that of Treasurer, every Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person who shall sue for the same, to be recovered, with full Costs of Suit, by Action of Debt or on the Case, in any of His Majesty's Courts of Record at *Westminster*.

Officers to  
account.

CLIV. And be it further enacted, That every Officer and Person who shall be appointed or employed by virtue of this Act shall from Time to Time, when thereunto required by the said Company, make out and deliver to the said Company, or to such Person as they shall for that Purpose appoint, a true and perfect Account in Writing under his Hand of all Monies which shall have been by him received by virtue of this Act; and such Account shall state how and to whom and for what Purpose the same shall have been disposed of, together with Vouchers and Receipts for such Payments; and every such Officer or 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 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 relating to the same in his Possession or Power, or to pay the Balance thereof when thereunto required in manner aforesaid, or shall refuse or neglect to deliver up to the said Company or to such Persons as they shall appoint, within Ten Days after being thereunto required by the said Company, or by such other Persons as last aforesaid, all Books, Papers, and Writings in his Possession or Power relating to the Execution of this Act, then and in every such Case, Complaint being made thereof by the said Company or by any other Person on 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 not being 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 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, 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 Nonpayment thereof, 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 Goods or Chattels shall not 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

appointed for that Purpose, or, if appearing, shall not make out and deliver to such Justice such Account in Writing as aforesaid, or produce and deliver to the said Justice the several Vouchers and Receipts relating to such Accounts, or deliver up such Books, Papers, and Writings aforesaid, or pay the Balance due as aforesaid, then and in any of the Cases aforesaid the said Justice may and he is hereby required by Warrant under his Hand and Seal to commit such Officer or Person to some Common Gaol or House of Correction 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 said Vouchers and Receipts (if any) relating thereto, and have delivered up such Books, Papers, and Writings (if any) as aforesaid, and shall have paid all the Money which shall appear to be in the Hands of or owing from him, and the reasonable Charges of such Distress and Sale as shall in that respect have been made, or until he shall have compounded with the said Company for such Money and Charges, and have paid the Composition Money to the said Company (and which Composition the said Company are hereby empowered to make), or have given Satisfaction in respect of such Vouchers, Receipts, Books, Papers, and Writings 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.

CLV. And be it further enacted, That in case any Treasurer or Clerk of the said Company shall die, or shall be removed from or shall quit the Service of the said Company, it shall be lawful for the said Company at any of their General or Special General Meetings, or for the Directors of the said Company, to appoint some other fit and proper Person to execute such Office in the Place of the Person who shall so die, or be removed from or quit the Service of the said Company; and in case any such new Appointment shall be made by the said Directors the same shall only continue until the next Annual General Meeting of the said Company, when the Appointment of such Person to such Office shall either be confirmed, or such other fit Person be appointed to succeed to such Office as such Meeting shall think proper.

Directors  
may appoint  
temporary  
Treasurer or  
Clerk.

CLVI. And be it further enacted, That the said Company, at some General or Special General Meeting of the said Company, shall have full Power and Authority from Time to Time to make such Bye Laws, Orders, and Rules as to them shall seem expedient for the good Government of the Affairs of the said Company, and for regulating the Proceedings, and remunerating and reimbursing the Expences of the said Directors, and for the Management of the said Undertaking and of the Officers and Servants of the said Company in all respects whatsoever, and from Time to Time to alter or repeal such Bye Laws, Orders, and Rules, or any of them, and to make others, and to impose and inflict such reasonable Fines and Forfeitures upon all Persons offending against the same as to the said Company shall seem meet, not exceeding the Sum of Five Pounds for any One Offence, such Fines and Forfeitures to be levied and recovered as any Penalty may by this Act be levied and recovered; which said Bye Laws, Orders, and Rules, being reduced into Writing under the

Company  
empowered  
to make Bye  
Laws.

[*Local.*]

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Common

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 and hung up in the Offices of the said Company in *Lancaster* and *Preston*, and also affixed and continued on the Front or other conspicuous Part of the several Toll Houses which may be erected on the said Railway and other Buildings or Places at which any Rates or Tolls shall be collected or paid under the Authority of this Act, and which Boards shall from Time to Time be renewed as often as the same or any Part thereof shall be obliterated or destroyed; and such Bye Laws, Orders, and Rules, when so published, and during such Time only as they shall continue so affixed, shall be binding upon and be observed by all Parties, and shall be sufficient in all Courts of Law or Equity to justify all Persons who shall act under the same; provided that such Bye Laws, Orders, or Rules be not repugnant to the Laws of that Part of the United Kingdom of *Great Britain* and *Ireland* called *England*, or to any Directions in this Act contained; and all such Bye Laws, Orders, and Rules shall be subject to Appeal in manner herein-after mentioned.

Accounts to  
be made up  
yearly.

CLVII. And be it further enacted, That the said Company shall and they are hereby required to cause a true and particular Account to be kept and to be made up once in every Year 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, maintaining, and carrying on the said Undertaking, and of all other the Receipts and Expenditure of the said Company up to that Period; which Account shall be laid before the General Meeting of the said Company herein-before directed to be held in the Month of *June*: 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 Ten Shares in the said Undertaking, who shall examine into such Account, and 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 all Books of Accounts, Vouchers, and Documents in the Possession or Power of the said Directors relating to the Affairs of the said Company.

Dividend  
to be de-  
clared.

CLVIII. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered from Time to Time, at any Annual General Meeting or at a Special General Meeting to be called for that Purpose, to declare and make a Dividend out of the clear Profits of 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 twice in each Year, 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

nor where by 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.

CLIX. 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 and Tolls as shall be demanded by the said Company, not exceeding the respective Rates or Tolls by this Act authorized, and subject to the Provisions of this Act, and to the Rules and Regulations which shall from Time to Time be made by the said Company 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.

CLX. 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 conveyed upon or along the said Railway any Rates or Tolls not exceeding the following ; (that is to say,)

Rates of Tonnage allowed to be taken by the Company for the Use of the Railway.

For all Limestone and Coal Slack, the Sum of One Penny *per* Ton *per* Mile :

For all Coal and Lime, Dung, Compost, and all Sorts of Manure, and all Materials for the Repair of public Roads and Highways, the Sum of One Penny Farthing *per* Ton *per* Mile :

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

For all Sugar, Corn, Grain, Flour, Dyewoods, Staves, Deals, Lead, Iron, and other Metals, the Sum of Two-pence Halfpenny *per* Ton *per* Mile :

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

CLXI. 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, any Tolls not exceeding the following ; (that is to say,)

Tolls on Carriages conveying Passengers or Cattle on Railway.

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

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

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

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

CLXII. And

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

CLXII. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to provide locomotive or stationary 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 Sum 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 authorized to carry Passengers, Cattle, & Goods, and to charge for the same.

CLXIII. 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 Engines or other moving Power, and in Carriages or Waggons drawn or propelled thereby to convey upon the said Railway, and also along and upon any other Railway, all such Passengers, Cattle, and other Animals, 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 Conveyance as they may from Time to Time determine upon, in addition to the several Rates or Tolls by this Act authorized to be taken; and the said Company shall and may have and exercise all the same Remedies for Recovery of the Charges for such Conveyance as are given to them by this Act in reference to the Rates and Tolls hereby made payable by Persons using the said Railway, or the said Company may, at their Option, sue for and recover such Charges or any Part thereof in any Court of Law or Equity: Provided always, that nothing in this Clause contained shall extend to take away or interfere with the Rights of the Proprietors of any other Railway upon which the said "*Lancaster and Preston Junction Railway Company*" may carry by virtue thereof.

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

CLXIV. 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 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, Merchandize, Articles, Matters, or Things, if carried by any other Party; and the said Company shall also keep a separate Account of the Amount of the Rates or Tolls which shall from Time to Time be received by the said Company for the Use of the said Railway in respect of any Passengers, Cattle, or other Animals, Goods, Wares, and Merchandize, Articles, Matters, and Things, carried by any other Party; 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 Months of *February* and *August* in each Year: Provided always, that if the said Company shall refuse or neglect to keep such Accounts, they shall forfeit and pay the Sum of Three hundred Pound for each Default therein; and if the said Company shall at any Time during the first Fourteen Days in the Months of *February* and *August* respectively in each Year refuse to permit or shall not permit any of the said Overseers



of the Poor to inspect such Accounts as aforesaid, the said Company shall forfeit and pay the Sum of Fifty Pounds for each Day during which such Refusal shall continue; such several Penalties to be recovered and applied in like Manner as the Penalties are by this Act directed to be recovered and applied.

CLXV. 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 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 any other Goods whatsoever 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 herein 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 any other Persons from carrying thereon Gunpowder or such other Goods as aforesaid.

Packages containing Goods of a dangerous Quality to be marked.

CLXVI. And be it further enacted, That without extra Charge it shall be lawful for every Passenger travelling upon or along the said Railway to take with him his Articles of Clothing not exceeding Forty Pounds in Weight and Four Cubic Feet in Dimensions; and the said Company shall in no Case be in any way liable or responsible for the safe Carriage or Custody of or for any Loss of or Injury to any Articles, Matters, or Things whatsoever carried upon or along the said Railway with or accompanying the Person of or belonging to any Passenger, or delivered for the Purpose of being carried: Provided always, that nothing herein contained shall in any Case 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 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.

Passengers may carry Luggage without extra Charge.

CLXVII. 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 Corporation or Person for the Hire or Use of any locomotive Engine or other Power, or of any Carriage, and to pay for the same such reasonable Sum as may be agreed on between the said Company and such Corporation or Person, any thing herein contained to the contrary thereof notwithstanding.

Act not to prevent Company from hiring locomotive Engines.

[*Local.*]

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CLXVIII. And

Company  
authorized to  
fix the Price  
of small  
Parcels.

CLXVIII. 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 Pounds in 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, such as Bags of Sugar, Coffee, Meal, and the like, but only to single Parcels unconnected with Parcels of a like Nature which may be sent upon the Railway at the same Time.

Regulation  
as to short  
Distances.

CLXIX. Provided always, and be it further enacted, That in all Cases in which any of the above-mentioned Articles, Matters, Things, or Persons shall be conveyed on the said Railway for a less Distance than Four Miles, the said Company are hereby empowered to demand and receive the afore-mentioned Rates, Tolls, and Charges for conveyance (as the Case may be) for Four Miles, exclusive of 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.

As to frac-  
tional Parts  
of a Ton or  
Mile.

CLXX. 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 or Tolls may be demanded and taken for such Fraction according to the Number of Quarters of a Ton contained therein, and where there shall be a Fraction of a Quarter of a Ton such Fraction shall be deemed and considered as a Quarter of a Ton; and in all Cases in which there shall be a Fraction of a Mile in the Distance which any Carriage shall pass upon the said Railway beyond Four 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 where 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 Posts or Stones or other conspicuous Marks, with proper Inscriptions thereon, to be set up and maintained along the whole Line thereof at the Distance of One Quarter of a Mile from each other.

Power to re-  
duce the  
Rates or  
Tolls.

CLXXI. 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 or Tolls by this Act authorized to be taken, and to take the reduced Rates, and afterwards from Time to Time again to raise the same or any of them, and then to take such higher Rates, so that the same respectively shall not at any Time exceed the Amount by this Act authorized.

CLXXII. Pro-

CLXXII. Provided always, and be it further enacted, That the 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, and Things thereon, any thing to the contrary thereof in anywise notwithstanding.

Rates to be charged equally.

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

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

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

Rates or Tolls only payable whilst Boards remain.

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

Penalty on Persons defacing Boards, &c.

CLXXVI. And

For prevent-  
ing Toll Col-  
lectors  
misbehaving.

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

Recovery of  
Rates or  
Tolls.

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

Tolls, and Charges satisfied thereout, as the Law directs in Cases of Distress for Rent: Provided always, that in case such Rates or Tolls so due as aforesaid shall not amount to the Sum of Twenty Pounds, it shall not be lawful for the said Company to sue for the same by Action of Debt or on the Case, but the same shall and may be recovered by Distress and Sale only as herein-before mentioned.

CLXXVIII. And be it further enacted, That it shall be lawful for the said Company from Time to Time to let the Rates and Tolls by this Act made payable, or any Part thereof, upon the Whole or upon any Part of the said Railway, to any Corporation or 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 Rates or Tolls so let, shall, during the Continuance of such Lease, be deemed Collectors of the Rates or Tolls so let, but 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.

Company  
empowered  
to lease the  
Rates or  
Tolls.

CLXXIX. And be it further enacted, That in case any of the Rates or Tolls granted by this Act shall be demised or let to farm in 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 or unpaid for the Space of Seven Days next after any of the Days on which the same ought to be paid pursuant to the Lease, Agreement, or Contract for demising or letting the same Rates or Tolls; or in case any temporary or other Collector of any of the said Rates or Tolls shall be discharged from his Office, or shall die, abscond, or absent himself, and 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 in case any Person being in Possession thereof, shall refuse to deliver up or shall not deliver up 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 or used for any of the Purposes of this Act, for or within the Space of Seven Days after Demand thereof made in Writing given to him, or left at such Toll House, Office, Weighing Machine, or Building 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 Clerk or Treasurer for the Time being of the said Company; or in case any such Lease, Agreement, or Contract shall in any Manner become void or voidable; then and in any of the said Cases it shall be lawful for any Two or more Justices of the Peace acting within their Jurisdiction, upon Application made by the said Directors or by the Clerk or Treasurer for the Time being of the

Power of Re-  
entry in case  
of Nonper-  
formance of  
Conditions  
of Leases of  
Rates or  
Tolls.

[*Local.*]

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said

said Company, by Warrant under the Hands and Seals of such 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, from and out of the same and the Possession thereof, and from the Collection of such Rates or Tolls, and to put the said Company or their Agent, or their new Lessee, Farmer, or Collector, into the Possession thereof; and thereupon it shall be lawful for the said Company to vacate and 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 thereby reserved, or other unperformed 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 Rates or Tolls to the same or any other Person, or cause them to be collected in such and the same Manner as if no former Demise, Contract, or Agreement had been made relative thereto.

Owners of  
Carriages to  
give Account  
of Lading.

CLXXX. 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 Places where they shall attend for that Purpose, of the Quantity of Goods and other Things as aforesaid which shall be in or upon the Carriages so belonging to them or under their Care, and from whence such Carriages are brought, and where the same are intended to be unloaded or left or taken off the said Railway; and if the Goods or other Things contained in or upon any such Carriage shall be liable to the Payment of different Rates or Tolls, then such Owners or other Persons shall specify the respective Quantities liable to each or any of the said Rates or Tolls; and in case any such Owner or other Person as aforesaid shall neglect or refuse so to give and deliver such Account or to produce his Bill of Lading to any Collector demanding the same, or shall give a false Account, or shall leave or deliver out or take off any Part of his Lading or Goods at any other Place than may be mentioned in such Account, with an Intent to avoid the Payment of any of the said Rates or Tolls, and shall be thereof convicted before any Justice of the Peace acting within his Jurisdiction, 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 Pounds Weight, and so in proportion for any less Quantity of Goods than One Ton or Five hundred Pounds Weight (as the Case may be) which shall be in or upon such Carriage of which such Account shall be so neglected or refused to be given, or concerning which such Bill of Lading shall not be produced as aforesaid, or of which a false Account shall have been given, or

which shall be fraudulently left, delivered out, or taken off as aforesaid (as the Case shall happen to be), over and above the Rate or Toll to which such Goods or Things may be liable.

CLXXXI. 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 Usage to the contrary notwithstanding.

Weight of  
Goods ascer-  
tained.

CLXXXII. 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, or of any Goods, Articles, or Things in or on such Carriage, or respecting the Goods, Articles, or Things in or on such Carriage, or the Rates or Tolls due in respect thereof, it shall be lawful for such Collector or other Officer as aforesaid to detain such Carriage, and to examine, weigh, measure, and gauge, or cause to be examined, weighed, measured, and gauged, such Carriage, and all such Goods, Articles, and Things as shall be therein or thereon; and in case the same shall, upon such examining, weighing, measuring, or gauging, appear to be of greater Weight or Quantity or of different Quality than shall be stated in the Account given thereof as aforesaid, then the Person giving in such Account shall pay, and the Owner of such Carriage and the respective Owners of such Goods and other Things shall also, at the Option of the said Company, be liable to pay, the Costs and Charges of such examining, weighing, measuring, or gauging; all which Costs and Charges, upon Refusal or Neglect of Payment thereof on Demand, shall and may be recovered and levied by and in such Ways and Manner as the said Rates and Tolls are 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 of or Person having Charge of such Carriage, and to the respective Owners of such Goods, Articles, or Things, such Damage as shall appear to any Justice of the Peace acting within his Jurisdiction, on the Oath of any credible Witness, to have arisen from or by such Detention; but in case it shall at any Time be made appear to such Justice, upon the Complaint of the said Company and upon the like Oath, that such Detention, and examining, weighing, measuring, or gauging, was without reasonable Ground or Belief, or that it was vexatious on the Part of such Collector or other Officer as aforesaid, then such Collector or other Person as aforesaid shall himself

In case of  
Difference  
concerning  
Weight, Col-  
lector may  
weigh or  
measure  
Carriage.

himself pay the Costs and Expences of such examining, weighing, measuring, or gauging, and shall also pay to such Owner or Person, or to the respective Owners of such Goods, Articles, or Things as aforesaid, such Damage as shall appear to such Justice to have arisen from such Detention; and in default of immediate Payment thereof by the said Company, or by such Collector or other Officer as aforesaid (as the Case may be), the same may be recovered by Distress and Sale of the Goods of the said Company or of the said Collector or other Officer as aforesaid (as the Case may be), by Warrant under the Hand and Seal of such Justice, rendering the Overplus (if any), upon Demand, after deducting the Costs of such Distress and Sale, to the said Company, or to the said Collector or other Officer as aforesaid (as the Case may require).

For settling  
Disputes  
about the  
Amount of  
Rates or  
Tolls.

CLXXXIII. And be it further enacted, That if any Dispute shall arise concerning the Amount of the Rates or Tolls due to the said Company, 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 Rates or Tolls due, or (as the Case may require) such Rates or Tolls, and the Amount of the Charges of seizing, distraining, 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 of the Parties or other Witnesses, and determine the Amount of the Rates or Tolls due, or (as the Case may be) such Amount, and also the Amount of the said Charges; and it shall be lawful for such Justice to assess and award such Costs to be paid by either of the said Parties to the other of them as he shall think reasonable; and in case of Nonpayment thereof on Demand such Costs shall be levied by Distress and Sale of the Goods and Chattels of the Party directed to pay the same, by Warrant under the Hand and Seal of such Justice.

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

CLXXXIV. 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 cause their Names and Places of Abode, and the Numbers, Weights, and Gauges of their respective Carriages, to be entered with the Clerk or other Officer of the said Company appointed for that Purpose, and shall also cause such Names, Places of Abode, Numbers, Weights, and Gauges to be painted and continued in large White Capital Letters and Figures on a Black Ground, Two Inches in Height at the least and of a proportionate Breadth, on some conspicuous Part of the Outside of every such Carriage, so as to be always open to View, and shall permit every such Carriage to be weighed, measured, and gauged, at the Expence of the said Company, whenever it shall be required by the said Company or by any Person by them appointed for that Purpose; and every Owner of or other Person having the Care of any Carriage, or who shall conduct the same upon the said Railway, without having such Carriage previously weighed, measured, and gauged, and the Weight, Measure, and Gauge thereof, together  
with



with the Number thereof, and also the Name and Place of Abode of the Owner thereof, entered with the 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 fix thereon any false Name, Place of Abode, Number, Weight, or Gauge, or shall refuse to permit or shall not permit any such Carriage to be weighed, measured, or gauged as aforesaid, shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence: Provided always, that in case any such Carriage shall belong to One or more Persons in Copartnership together it shall not be necessary to paint thereon the Name and Place of Abode of more than One of the Firm of the said Copartnership.

CLXXXV. And be it further enacted, That the respective Owners of Engines and Carriages passing or being upon the said Railway and Works or any Part thereof shall be and they are hereby respectively made answerable for any Trespass, Damage, or Mischief which may be done by their Engines or Carriages, or by any of the Servants or other Persons belonging to or employed by them, to or upon the said Railway, Machinery, Apparatus, or other Works made by virtue of this Act, or to or upon the Property of any other Person, either by loading or unloading such Carriages, or by any Means whatsoever; and every such Owner shall for every such Trespass, Damage, or Mischief, upon Conviction of any such Servant or other Person before some Justice of the Peace either by the Confession of the Party offending, or upon the Oath of some credible Witness, pay to the said Company or to the Person injured (as the Case may be) the Damages, to be ascertained by such Justice, so that the same do not exceed the Sum of Twenty Pounds; and also shall, over and above such Damages, forfeit and pay to the Informer any Sum not exceeding Forty Shillings, and all Costs, Charges, and Expences attending such Conviction; all which Damages, Penalties, Costs, Charges, and Expences shall be levied by Distress and Sale of the Goods and Chattels (if any can be conveniently found) of the Owner of such Carriage, by Warrant under the Hand and Seal of such or of any other Justice; and the Overplus (if any) of the Proceeds of such Sale, after Deduction of such Damages, Penalties, Costs, Charges, and Expences, together with the Costs and Charges of such Distress and Sale, shall be returned, upon Demand, to the Owner of such Goods and Chattels; but if the Value or Amount of such Trespass, Damage, or Mischief shall exceed the Sum of Twenty Pounds, the Owner of such Carriage, his Executors or Administrators, may, at the Option of the said Company or the Person injured (as the Case may be), be sued and prosecuted for the same in any of His Majesty's Courts of Record; and if a Verdict or Judgment shall be given against him or them, either upon Proof made, or by Default, or upon Demurrer, the Plaintiff in any such Case shall recover his Damages sustained as aforesaid, with full Costs of Suit.

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

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

CLXXXVI. Provided always, and be it further enacted, That in case any Owner of any Carriage passing or being upon the said Railway and Works, or any Part thereof, shall be compelled to pay any Penalty or to make any Satisfaction for any Damage by reason of any wilful Act, Neglect, or Default of any of his 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 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 being made before some Justice of the Peace for the County or Place in which such Penalty or Damage 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 the 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 Neglect or Default of such Servant as aforesaid; and in case no sufficient Distress can be had such Justice shall and he is hereby required to commit such Servant to some Common Gaol or House of Correction for the said County or Place, there to remain without Bail or Mainprize for any Time not exceeding Three Calendar Months.

Weights  
allowed to be  
carried on  
the Railway.

CLXXXVII. And be it further enacted, That no Carriage shall carry or bear 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 or Stone, Boiler, Cylinder, Bob, or single Piece of Machinery, or other single Article, which shall nevertheless not exceed the Weight of Eight Tons, including the Weight of the Carriage, and for the Tonnage of which 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 One Shilling *per* Ton *per* Mile; and no Piece of Timber, Stone, Machinery, or other Article exceeding the Weight of Eight Tons, including the Weight of the said Carriage, shall be carried upon any Part of the said Railway without the special Licence of the said Company, and for the Tonnage of which the said Company are hereby authorized to demand, receive, and recover such Sum as they may deem proper.

Company to  
regulate the  
Passage on  
the Railway.

CLXXXVIII. 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

Time be moved or propelled, and the Times of their Departure and Arrival, and the loading or unloading thereof respectively, and the Weights which they shall respectively carry, and the Delivery of Goods 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 any of the Stations or Premises occupied by or belonging to the said Company, and generally for regulating the passing upon, using, or working the said Railway and other Works by this Act authorized, or in anywise relating thereto respectively; and all such Orders and Regulations shall, when published and affixed in the Manner herein provided with respect to Bye Laws, 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 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 any such Default: Provided always, that in every Case of Infraction or Nonobservance of any such Rules or 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 and Works, 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.

CLXXXIX. And be it further enacted, That no Carriage shall be permitted to pass upon the said Railway unless such Carriage shall be constructed agreeably to the Orders and Regulations of the said Company, which Orders and Regulations shall be affixed in or upon some conspicuous Part of every Toll House or other Building at which the Rates and Tolls by this Act granted shall be payable (except in crossing the same, as herein authorized, for the Occupation of the respective Lands through which such Railway shall pass, or in passing any public or private Carriage Road which may happen to cross the said Railway); and if any Person shall pass upon any Part of the said Railway with any Carriage not constructed in the Manner herein-before directed (except as aforesaid) he shall forfeit and pay any Sum not exceeding Ten Pounds nor less than Forty Shillings for every such Offence, and which Penalty shall be imposed from Time to Time and as often as such Person shall forfeit the same.

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

CXC. And whereas for the greater Security of Passengers and other Persons travelling upon and using the said Railway it is expedient that the moving Powers to be from Time to Time used in drawing or propelling Carriages upon or along the said Railway should be under the Control of the said Company; be it therefore enacted, That no locomotive or other Engine or other Description of moving Power shall at any Time be brought upon or 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

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

Person desirous of bringing any such Engine on the said Railway, to cause their Engineer or other Agent to inspect and examine such Engine at any Place within Five Miles of the said Railway, and to report thereon to the said Company, who shall, within Seven Days after such Report, in case such Engine shall be fit and proper to be used on the said Railway, give a Certificate to the Party requiring the same of their Approval of every such Engine; and it shall then be lawful for such Party to whom the Certificate shall be granted to use the said Engine on the said Railway; 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 any locomotive or other Engine, or any other moving Power, without having first obtained such Certificate of Approval as aforesaid, or in case, after Notice given by the said Company to remove from or not to use upon the said Railway any such unfit or improper Engine as aforesaid, the Person to whom the Engine shall belong shall not forthwith remove the same, or shall use any such unfit or improper Engine upon the said Railway without having first repaired the same to the Satisfaction of the said Company or their Engineer, and obtained such Certificate of Approval 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 such Engine from the said Railway.

Owners and Occupiers of adjoining Land to cross Railway without Payment of Toll.

CXCI. Provided always, and be it further enacted, That it shall be lawful for the respective Owners and Occupiers of Lands through which the said Railway shall be made, and their respective Servants and Workmen, (except in Cases in which the said Company shall at their own Expence have made 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 and conduct any Horse, Mule, or Ass, Cow or other Cattle, Sheep, Swine, or other Beast, directly, (but not otherwise) over and across such Part, and such Part only, of the said Railway as shall be made in or upon their respective Lands, 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.

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

CXCII. Provided always, 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

only in directly crossing the same at Places to be appointed for that Purpose, or in crossing Highways, 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.

CXCIII. And whereas it might be attended with very great Danger to the Public if the said Railway should be used by Persons on Foot ; be it therefore enacted, That if any Person shall be or travel or pass upon Foot upon the said Railway, without the Licence and Consent of the said Company, (unless on a Highway for the Purpose of attending any Carriage under his Care, and except the respective Owners or Occupiers of Lands through which the said Railway shall pass, and their respective Servants, in passing across or over the same as herein-before authorized,) every Person so offending shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Penalty on  
Persons on  
Foot using  
the Railway.

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

Penalty on  
Persons  
obstructing  
the free  
Course of the  
Railway.

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

Penalty for  
obstructing  
Railway by  
leaving Car-  
riages, &c.

[*Local.*]

[9 B]

or

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

Penalty for  
destroying  
Works.

CXCVI. And be it further enacted, That if any Person shall wilfully and maliciously 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, every Person being lawfully convicted of any such Offence shall be subject and liable to the Pains and Penalties to which Persons shall be liable in Cases of Simple Larceny.

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

CXCVII. And whereas it is expedient, for the further Security of Property, and the better Conduct of the Business on the said Railway after the same or any Part thereof shall be completed, that Punishment beyond that which by Law is now provided shall be inflicted upon any Person in the Service of the said Company who may be found in a State of Drunkenness on any Part of the said Railway, or in any of the Stations, Warehouses, or other Works connected therewith; be it therefore 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 Five Pounds nor less than Ten Shillings, to be recovered and applied in like Manner as Penalties imposed by this Act are directed to be recovered and applied.

Indictments,  
Informations,  
&c.  
how to be  
preferred or  
instituted.

CXCVIII. 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, or for and on behalf of any other Corporation or Person having deposited such Goods, Chattels, or Property in the Care or Custody of the said Company or other 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, 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 or injured, or removed 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 and on behalf of some Corporation or Person having deposited the same with the said Company, without any other Proof of Property.

CXCIX. 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 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 Justice of the Peace for the County or Place wherein such Damages or Charges shall be incurred or be directed to be paid; and where by this Act any Damages or Charges are directed to be paid in addition to any Penalty for any Offence, the Amount of such Damages and Charges, in case of Nonpayment thereof or of any Dispute respecting the same, shall be settled and determined by the Justice by or before whom any Offender shall be convicted of such Offence; and such Justices respectively are hereby authorized and required, on Nonpayment of the Damages in any of the Cases aforesaid, to levy such Damages and Charges by Distress and Sale of the Offender's Goods and Chattels, in manner by this Act directed for the levying of any Penalties or Forfeitures.

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

CC. 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 One Calendar Month 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), 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, on Demand, to the said Company.

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

CCI. And

Recovery  
and Appli-  
cation of  
Penalties.

CCI. And be it further enacted, That all Penalties and Forfeitures inflicted or imposed by this Act, or by virtue of any Bye Law, Order, or Rule made in pursuance thereof, (the Manner of levying and recovering whereof is not herein otherwise particularly directed,) may, in case of Nonpayment thereof, be recovered in a summary Way by the Order and Adjudication of some Two or more Justices of the Peace acting within their Jurisdiction, on Complaint to them for that Purpose made, and afterwards be levied, as well as the Costs (if any) of such Proceedings, on Nonpayment, 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 or 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 Half 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 Half to the Informer, and the Remainder to the Overseers of the Poor of the Parish, Township, or Place within which the Offence shall be committed, to be applied by such Overseers for the Benefit of the Poor of such Parish, Township, or Place; and in case such Penalties and Forfeitures shall not be forthwith paid it shall be lawful for such Justices and they are hereby required to order the Offender so convicted to be detained in safe Custody until Return can conveniently be made to such Warrant of Distress, unless such Offender shall give sufficient Security to the Satisfaction of such Justices for his Appearance before such Justices, or before some other Justices having Jurisdiction, at such Time as shall be appointed for the Return of such Warrant of Distress (such Time being not more than Eight 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 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 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.

Justices may  
proceed by  
Summons in

CCII. And be it further enacted, That in all Cases in which by this Act any Penalty or Forfeiture is made recoverable by Information



tion before any Justice of the Peace, it shall be lawful for the Justice of the Peace before whom Complaint shall be made for any Offence committed against 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 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.

the Recovery of Penalties.

CCIII. And be it further enacted, That it shall be lawful for any Officer or Agent of the said Company, and all such Persons as he shall call to his Assistance, to seize and detain any Person whose Name and Residence shall be unknown to such Officer or Agent who shall commit any Offence against this Act, and to convey him with all convenient Dispatch before some Justice for the County or Place within which such Offence shall be committed, without any Warrant or other Authority than this Act; and such Justice is hereby empowered and required to proceed immediately to the hearing and determining of the Complaint.

For securing transient Offenders :

CCIV. 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 in 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,)

Forms of Information and Conviction.

‘ to wit. } **B**E it remembered, That on the \_\_\_\_\_ Day  
 ‘ of \_\_\_\_\_ A.B. of \_\_\_\_\_ informeth me  
 ‘ C.D., one of His Majesty’s Justices of the Peace for  
 ‘ [as the Case may be], that E.F. of [here describe  
 ‘ the Offence, and the Time and Place when and where committed],  
 ‘ contrary to an Act passed in the \_\_\_\_\_ Year of the Reign of  
 ‘ His Majesty 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  
 ‘ before me. \_\_\_\_\_ C.D.’

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

[Local.]

[9 C]

CCV. And

Distress not  
unlawful for  
Want of  
Form.

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

Proceedings  
not to be  
quashed for  
Want of  
Form.

CCVI. And be it further enacted, That no Proceedings 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.

Persons  
aggrieved  
may appeal  
to Quarter  
Sessions.

CCVII. And be it further enacted, That all Corporations and Persons who may think themselves aggrieved by any Bye Law, Order, or Rule of the said Company or of the said Directors, or of their Engineer or Agent, except such as shall relate solely to the Proprietors or Directors of the said Company, or to any of their Officers or Servants, or by any Order or Judgment given or made in pursuance of any such Bye Law, Order, or Rule, whether relating solely to the Proprietors or Directors of the Company, or to any of their Officers or Servants, or not, 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 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 such Bye Law, Order, or Rule, 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 or Place where the alleged Cause of Appeal shall arise, first giving Ten Days Notice in Writing of such Intention to appeal, and of the Grounds and Nature thereof, to the Party against whom such Complaint is intended to be made, or to the said Company (as the Case may be), and forthwith after such Notice, in the Case of an Individual appealing, entering into a Recognizance before some Justice of the Peace, with Two sufficient Sureties, conditioned to try such Appeal, and abide the Order and Award of the said Court thereon; and the said Justices shall in a summary Way either hear and determine the said Complaint at such General or Quarter Sessions, or (if they think proper) may adjourn the Hearing thereof to the following General or Quarter Sessions of the Peace to be held for such County 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 Bye Law, Order, or Rule, or Determination, 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 shall think reasonable.

CCVIII. And

CCVIII. And be it further enacted, That it shall be lawful for any Justice of the Peace acting within his Jurisdiction, and he is hereby required, from Time to Time to appoint such fit and proper Persons as shall be nominated to him by the said Company or their Clerk or Treasurer for the Time being for that Purpose, to be Special Constables within the said Railway and other Works, and every or any Part thereof; and every Person so appointed shall make a solemn Declaration, to be administered by the same or some other Justice of the Peace, duly to execute the Office of a Constable for the said Premises; and every Person so appointed, and having made such Declaration 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 and within Five hundred Yards therefrom, and 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 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 Company, by their Clerk or Treasurer, 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.

Justices to  
appoint  
Special Con-  
stables.

CCIX. 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 or determine any Matter or Complaint, it shall be lawful for such Justice and he is hereby required to administer an Oath to such Person before he shall be examined by or before such Justice.

General  
Power for  
Justices to  
administer  
Oaths.

CCX. 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 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 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 appear at the Time and Place to be for that Purpose appointed, having been paid or tendered a reasonable Sum for his Costs and Expences, without a reasonable Excuse for his Refusal or Neglect, or appearing shall refuse to be examined upon Oath to give Evidence before such Justice, then and in either of the said Cases every such Person shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

For com-  
pelling Wit-  
nesses to  
attend.

CCXI. 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

Directors  
empowered  
to grant  
Releases to  
Witnesses.

lawful for the Clerk of the said Company to make, sign, seal, execute, and deliver such general or other Releases as may be or may be deemed necessary for the Purpose of qualifying any 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 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.

Authen-  
ticated Bye  
Laws, &c. to  
be Evidence.

CCXII. And be it further enacted, That in all Cases of Prosecution for Offences against the Bye Laws, Orders, or Rules of the said Company, the Production of a written or printed Paper purporting to be the Bye Laws, Orders, or Rules 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, Orders, or Rules; and it shall be sufficient to prove that a printed Paper or painted Board containing a Copy of such of the Bye Laws, Orders, or Rules 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 Paper or painted Board is not a Copy of such Bye Laws, Orders, or Rules, or hath not been duly affixed and generally continued in manner by this Act directed.

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

CCXIII. And be it further enacted, That in all Cases in which it may be necessary for any Corporation or Person 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 Treasurer of the said Company, or leaving the same at the Office of the said Company, or delivering the same to some Inmate at the Office of the Company, or at the last or usual Place of Abode of such Clerk or Treasurer, or in case the same respectively shall not be found or known, then personal Service thereof upon any other Agent of or Officer employed by the said Company, or on any one Director of the said Company, or delivering the same to some Inmate of the last or usual known Place of Abode of such Agent or Officer, or such Director, shall be deemed good and sufficient Service of the same respectively on the said Company.

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

CCXIV. 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 Corporation or Person under the Provisions of this Act, personal Service thereof respectively upon such Person, or upon the Clerk or Treasurer of such Corporation, or delivering the same to some Inmate of the last or usual known Place of Abode of such Person, or of such Clerk or Treasurer, or

at the Office of such Clerk or Treasurer, or in case there shall be no Clerk or Treasurer, then personal Service upon any other Agent or Officer of such Corporation, or upon any Member or Director of the same, shall be deemed good and sufficient Service of the same respectively upon such Corporation or Person (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 the Clerk or Treasurer of the said Company, and need not be under the Common Seal of the said Company, and may be in Writing or in Print, or partly in Writing and partly in Print.

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

How Debts  
to be proved  
in case of  
Bankruptcy.

CCXVI. And be it further enacted, That no Action, Suit, or Information, nor any other Proceeding of what Nature soever, shall be brought, commenced, or prosecuted against any Person for any thing done or omitted to be done in pursuance of this Act, or in the Execution of the Powers or Authorities or any of the Orders made, given, or directed in, by, or under this Act, unless 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, Suit, Information, or other Proceeding shall be brought or commenced within Six Calendar Months next after the Act committed, or in case there shall be a Continuation of Damage, then within Six Calendar Months next after the doing or committing such Damage shall have ceased, nor unless such Action, Suit, or Information shall be laid and brought in the County or Place where the Matter in dispute or Cause of Action shall arise; and the Defendant in such Action, Suit, Information, or other Proceeding may plead the General Issue, and give this Act and the special Matter in Evidence, at any Trial to be had thereupon, and that the Acts were done or omitted to be done in pursuance of or by the Authority of this Act; and if 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

Limitation of  
Actions.

[*Local.*]

[9 D]

shall

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.

Plaintiff not to recover after Tender of Amends.

CCXVII. And be it further enacted, That no Plaintiff shall recover in any Action for any Irregularity, Trespass, or other wrongful Proceeding made or committed in the Execution of this Act, or in under, or by virtue of any Power or Authority hereby given, if Tender of sufficient Amends shall have been made by or on behalf of the Party 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.

Directors not personally liable for Acts legally done as Directors.

CCXVIII. 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 to 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.

CCXIX. 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 Purposes of such Indemnity and Reimbursement.

CCXX. And be it further enacted, That this Act shall be Public Act. 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 referred to by the foregoing Act.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
<i>Township of Lancaster in the Parish of Lancaster.</i>			
Henry Hargraves, Esq.	- - -	Henry Hargeraves, Esq.	Plantation.
Effingham Howard Grant and Jane Grant his Wife.	- - -	Mary Parkinson	House and Garden.
<i>Township of Scotforth in the Parish of Lancaster.</i>			
Trustees of Thomas Taylor	- - -	Richard Ford and Henry Atkinson.	Gardens.
John Bond	- - -	John Todd	Plantations.
Ditto	- - -	Ditto	Garden, Orchard, and Barn.
Ditto	- - -	Ditto	Plantation.
Margaret Burrow	- - -	John Watson	Ditto.
Jane Noon	- - -	Jane Noon	Ditto.
Effingham Howard Grant and Jane Grant his Wife.	- - -	Mary Parkinson	Garden.
Corporation of Lancaster	- - -	William Bentham	Gardens.
His Grace the Duke of Hamilton and Brandon.	- - -	John Alston	Orchard.
Thomas Miller	- - -	John Croasdale	Garden.
Minister of Caton Church	- - -	James Standing	Ditto.
William Gardner	- - -	William Gardner	Ditto.
Thomas Salthouse	- - -	Thomas Salthouse	Ditto.
William Smith	- - -	Thomas Bennison Row	Ditto.
Governor of Lancaster Castle.	- - -	George Marshall	Garden and Orchard.
Ditto	- - -	Ditto	Ditto.
Oliver Toulmin Roper	- - -	James Hothersall and Christopher Hothersall.	Plantation.
William Satterthwaite	- - -	John Corless	Gardens and House.
Leonard Redmayne	- - -	Leonard Redmayne	Plantation.
Ditto	- - -	Ditto	Plantation and Garden.
<i>Township of Ellel in the Parish of Cockerham.</i>			
Rawlinson Ford, Esquire	- - -	John Bland	Grass Plot.
Ditto	- - -	Ditto	Leech-house, Out-buildings, and Fold.
The Heirs or Devisees of the late Richard Wakefield.	- - -	John Parkinson	Cottage.
Ditto	- - -	Ditto	Orchard.
Ditto	- - -	Ditto	Stack-yard.
Ditto	- - -	Ditto	Garden.
Ditto	- - -	The Heirs or Devisees of the late Richard Wakefield.	Barn.



Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
John Gibson - - -	- - -	Joshua Webster and William Wareing.	Garden.
Ditto - - -	- - -	Ditto - - -	Cottages.
Ditto - - -	- - -	Richard Newton - - -	Barn.
Ditto - - -	- - -	Ditto - - -	Garden.
Elizabeth Holmes - - -	- - -	Robert Preston and William Lawrence.	Two Cottages and Gardens.
Joseph Webster - - -	- - -	Joseph Webster and William Butler.	Cottage and Garden.
Ditto - - -	- - -	Francis Barnferry, Daniel Webster, Joseph Speddy, Joseph Peak, Richard Walker, Ralph Parkinson, James Mackerall, George Watson, William Butler, Roger Balderstone, James Hayes, Betty Butler, William Hayes, John Pye, Richard Holden, Joseph Webster.	Gardens let out in small Parcels.
William Butler - - -	- - -	William Mackreth, Thomas Morland, James Mackreth, Richard Walker, Richard Webster, and James Deaker.	Six Cottages.
Ditto - - -	- - -	William Mackreth - - -	Garden.
Ditto - - -	- - -	Richard Webster - - -	Ditto.
Ditto - - -	- - -	Ditto - - -	Ditto.
Ditto - - -	- - -	James Mackreth - - -	Ditto.
Thomas Singleton - - -	- - -	Thomas Tomlinson - - -	Inn and Garden.
Ditto - - -	- - -	Thomas Singleton - - -	House and Garden.
William Hetherington - - -	- - -	William Hetherington - - -	Cottage, Smithy, and Garden.
Mrs. Richmond - - -	- - -	John Swarbrick - - -	Inn and Garden.
Heirs or Devises of the late Richard Thompson, Esq. - - -	- - -	John Richardson - - -	Orchard.
Ditto - - -	- - -	Ditto - - -	Plantation.
William Smith - - -	- - -	William Smith - - -	Ditto.
Ditto - - -	- - -	Ditto - - -	Ditto.
Heirs or Devises of the late William Lamb. - - -	- - -	James Dunderdall - - -	Garden.
William Lamb, Esq. - - -	- - -	Thomas Clarkson - - -	Orchard.
William Lamb, Esq. - - -	- - -	George Holmes and William Lamb.	Cottage and Garden.
Ditto - - -	- - -	Robert Mortgatroyd - - -	Orchard.
Ditto - - -	- - -	George Holmes and William Lamb.	Cottages.
Ditto - - -	- - -	Robert Mortgatroyd and Thomas Clarkson.	Ditto.
James Carter - - -	- - -	James Carter - - -	Plantation.
Ditto - - -	- - -	Ditto - - -	Garden.
Ditto - - -	- - -	Ditto - - -	House and Orchard.
Ditto - - -	- - -	Ditto - - -	Fold-yard.
Ditto - - -	- - -	Joseph Jollice - - -	Barn and Orchard.

*Township of Cleeveley in the Parish of Cockerham.*

His Grace the Duke of Hamilton and Brandon. - - -	- - -	His Grace the Duke of Hamilton and Brandon.	Plantation.
Ditto - - -	- - -	Ditto - - -	Ditto.
Ditto - - -	- - -	Robert Phitzackerley - - -	Garden.
Ditto - - -	- - -	His Grace the Duke of Hamilton and Brandon.	Plantation.

[Local.]

[9 E]

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
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*Township of Cleveley in the Parish of Garstang.*

His Grace the Duke of Hamilton and Brandon.	-	His Grace the Duke of Hamilton and Brandon.	Plantation.
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*Township of Cabus in the Parish of Garstang.*

His Grace the Duke of Hamilton and Brandon.	-	His Grace the Duke of Hamilton and Brandon.	Plantation.
Ditto	-	Ditto	Ditto.

*Township of Lower or Nether Wyersdale in the Parish of Garstang.*

His Grace the Duke of Hamilton and Brandon.	-	Mr. Fishwick	Plantation.
Ditto	-	Ditto	Grass Plot.
Ditto	-	Ditto	Garden.
Ditto	-	Ditto	Ditto.
Ditto	-	Ditto	Plantation.
Ditto	-	Ditto	Garden.
Ditto	-	William Nelson	Brushwood.
Ditto	-	His Grace the Duke of Hamilton and Brandon.	Plantation.

*Township of Barnacre with Bonds in the Parish of Garstang.*

His Grace the Duke of Hamilton and Brandon.	-	His Grace the Duke of Hamilton and Brandon.	Great Crosey Wood.
Ditto	-	Ditto	Plantation.
Ditto	-	Thomas Rawlinson	Garden.
Henry Borron Fielding	-	John Clegg	Plantation.
Ditto	-	Ditto	Ditto.
Ditto	-	Ditto	Ditto.
Ditto and Thomas Fitzherbert Brockholes, Esq.	-	Henry Borron Fielding and Thomas Fitzherbert Brockholes, Esq.	Ditto.

*Township of Catterall in the Parish of Garstang.*

Henry Borron Fielding and Thomas Fitzherbert Brockholes.	-	Henry Borron Fielding and Thomas Fitzherbert Brockholes.	Plantation.
Thomas Fitzherbert Brockholes.	-	Thomas Fitzherbert Brockholes.	Ditto.
Ditto	-	Ditto	Ditto.

*Township of Claughton in the Parish of Garstang.*

Thomas Fitzherbert Brockholes.	-	Thomas Fitzherbert Brockholes.	Plantation.
Ditto	-	Ditto	Ditto.
Ditto	-	Ditto	Ditto.
Ditto	-	Ditto and James Wilkinson.	Barn, Wharf, and small Plantation.
Ditto	-	James Wilkinson	Garden.
Ditto	-	Ditto	Ditto.
Ditto	-	Ditto	House.
Ditto	-	Thomas Fitzherbert Brockholes.	Plantation.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
Thomas Fitzherbert Brockholes.	- - -	Thomas Fitzherbert Brockholes	Plantation.
Ditto - - -	- - -	Evan Jameson - - -	Ditto.
Thomas Butler Cole, Esq. -	- - -	John Williamson - - -	Barn.
Ditto - - -	- - -	Ditto - - -	Orchard.
Ditto - - -	- - -	Ditto - - -	House and Garden.
Ditto - - -	- - -	Ditto - - -	Orchard.

*Township of Myerscough in the Parish of Lancaster.*

Mrs. Greenalgh - - -	- - -	Richard Blizard - - -	Garden.
Ditto - - -	- - -	Thomas Clegg - - -	Cottage.
Mrs. Storer - - -	- - -	Richard Blizard	White Horse Inn, and Yards behind, Six Cottages, Smithy and Joiner's Shop.
Sarah Catterall and James Catterall.	- - -	Thomas Gregson, Thomas Gregson, James Preston, William Sharples, and Robert Threlfall.	Two Cottages and Garden.
Sarah Catterall and James Catterall.	- - -	George Wilkinson and John Gillow.	Weaving Shop.
Ditto - - -	- - -	Thomas Threlfall - - -	Two Houses and Yards.
Ditto - - -	- - -	Thomas Threlfall and James Newsham.	Orchard.
Ditto - - -	- - -	Thomas Threlfall - - -	Ditto.
Ditto - - -	- - -	Jamas Newsham - - -	Cottage and Garden.
Thomas Eidsforth - - -	- - -	Richard Eccles - - -	Garden and Three Cottages.
Ditto - - -	- - -	Thomas Gregson	Garden.
Ditto - - -	- - -	Thomas Bamber, John Old- shaw, and John Rogerson.	
Ditto - - -	- - -	John Oldshaw - - -	

*Township of Bilsborough in the Parish of Garstang.*

James Catterall - - -	- - -	James Catterall - - -	Plantation.
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*Township of Barton in the Parish of Preston.*

George Jackson, Esq. - - -	- - -	Robert Bayley - - -	Orchard.
Ditto - - -	- - -	Ditto - - -	Ditto.
Ditto - - -	- - -	Ditto - - -	House and Garden Yard.
Ditto - - -	- - -	Ditto - - -	Barn and Yard.
Ditto - - -	- - -	Ditto - - -	Garden.
Ditto - - -	- - -	Ditto - - -	Plantation.
Ditto - - -	- - -	George Jacson - - -	Cottage and Or- chard.
Ditto - - -	- - -	Joseph Walker - - -	Garden or Paddock.
Ditto - - -	- - -	Richard Lan- caster.	Ditto.
Ditto - - -	- - -	Robert Compsty - - -	Ditto.
Ditto - - -	- - -	John Halsall - - -	Ditto.
Ditto - - -	- - -	Thomas Gregson - - -	Garden.
Ditto - - -	- - -	Joseph Baynes - - -	Plantation.
Ditto - - -	- - -	George Jacson - - -	

*Township of Goosnargh with Newsham, or Newsham with Goosnargh,  
in the Parish of Kirkham.*

Rev. Mr. Marsh - - -	- - -	William Latus - - -	Garden.
Ditto - - -	- - -	Cicily Pilkington, Anthony Rigby, and Miss Winfred Tootle.	Gardens.
Ditto - - -	- - -	- - -	Catholic School.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
Rev. Mr. Marsh	- - -	William Latus, Anthony Rigby, and Cicily Pilkington.	Cottages.
Ditto	Miss Tootle	Miss Tootle	Cottage.
Mrs. Prichard	- - -	Mrs. Prichard	Plantation.
Ditto	- - -	Ditto	Ditto.
James Cottam	- - -	James Cottam	Ditto.
Ditto	- - -	Ditto	Ditto.
Ditto	- - -	Ditto	House, Barn, and Garden.
Ditto	- - -	Ditto	Orchard.

*Township of Wood Plumpton in the Parish of Saint Michael-le-Wyre.*

Lord George Warren De Tabley.	- - -	James Dewhurst	Cottage and Garden.
Richard Threlfall, James Ward, and John Ward.	- - -	William Swift	Barn and Orchard.
Ditto	- - -	Ditto	House and Or- chard.
Robert Snell	- - -	Thomas Hargreaves	Plantation.

*Township of Broughton in the Parish of Preston.*

Edmund Fowler	- - -	Jane Scott	Garden.
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*Township of Fulwood in the Parish of Lancaster.*

John Walmsley	- - -	Mr. Kemp	Shippon and Or- chard.
Ditto	- - -	Ditto	House and Gar- den.
John Knowles, James Knowles, and George Knowles.	- - -	John Knowles, James Knowles, and Georges Knowles.	Plantation.
Ditto	- - -	Ditto	Ditto.
Henry Myers, Esq.	- - -	George Bell, Elizabeth Aspinall, and Mary Wilkinson.	Three Cottages and Gardens.
Ditto	- - -	George Bell and Elizabeth Aspinall.	Garden.

*Township of Preston in the Parish of Preston.*

Thomas Tomlinson, Esq.	- - -	Richard Smith	Garden.
Edward Harrison	- - -	Edward Harrison	Five new Cottages, incomplete.
Thomas Tomlinson, Esq.	- - -	Richard Unsworth, Charles Phit- zackerley, Luke Lord, John Calvert, and James Webb.	Five Cottages.
Ditto	- - -	George Shaw and Cuthbert Raby	Two Cottages.
Hugh Dawson jun.	- - -	Hugh Dawson jun.	Cottages unfinished.
Thomas Prescott	- - -	Thomas Prescott	Ditto.
James Pedder, Esq.	- - -	George Hoole	Gardens.
Ditto	- - -	William Smith and John Fish- wick.	Ditto.
Ditto	- - -	John Eccleston and William Eccleston.	Garden.
Ditto	- - -	John Rawsthorne	Ditto.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
James Pedder, Esq.	- - -	William Dewhurst, William Smith, John Dewhurst, Daniel Dewhurst, John Bennet, and — Goodier.	Gardens.
Ditto	- - -	Edward Rogerson	Garden.
John Walton	- - -	Thomas Sharples	Ditto.
James Pedder, Esq.	- - -	William Smith senior and William Smith junior.	Garden.
Heirs or Devisees of the late Edward Brown.	- - -	William Poulton	Ditto.
Ditto	- - -	Ann Foster and John Green	Gardens.
German, Petty, & Co.	- - -	Charles Smith, Robert Reay, and Rebecca Martin.	Cottages and Yards.
Ditto	- - -	Thomas Rose, William Billington, John Bolton, William Dobson, Richard Lever, Thomas Smith, Christopher Moore, John White, John Robinson, German, Petty, & Co., Ditto, Edward Calvert, Leonard Eastham, John Pilkington, Oswald Bamber, Joseph Scott, William Blackburne, William Hayhurst, John Morley, John Ferguson, James Marshall, Robert Whittle, Bernard Clinton, and Thomas Gibson.	Ditto.
Ditto	- - -	German, Petty, & Co.	Yard.
Daniel Newham	- - -	Daniel Newham	Ditto.
Ditto	- - -	Ditto	Grass Plot.
John Whittaker	- - -	Betty Dens	Cottage and Yard.
Ditto	- - -	John Townsend and William Metcalfe.	Cottages and Yard.
Abraham Pinder	- - -	Abraham Pinder and Thomas Winder.	Cottages, Cellars, and Yard.
Miss Billington	- - -	Robert Baynes, Margaret M'Gurty, John Johnson, James Lucas, and Philip Hussey.	Cottages, Cellars, and Yards.
Nancy Moon	- - -	Newton Higginson, Peggy Waggot, Martha Bamber, Richard Wilding, John Farries, William Grime, Thomas Regan, James Pedder, Patrick M'Manus, James Loftus, and James M'Namara.	Ditto.
George Corry	- - -	James Robinson, Alexander Simmons, and William Bilsborough.	Cottages and Yards.
Ditto	- - -	Martha Newman, Samuel Hamer, Betty Kitchen, William Whittle, Betty Townsend, George Forbes, John Jardine, William Gloucester, Matthew Cuerden, Thomas Wood, and John Foster.	Ditto.
German, Petty, and Company	- - -	John Taylor, William Dean, Thomas Bromilow, and Robert Hayes.	Cottages and Yards.

[Local.]

[9 F]

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
Thomas Petty - -	- - -	Susan Dean, Thomas Goulty, John Clarkson, Robert Cookson, Henry Fitzackerley, Joseph Pearson, John Mansergh, William Shaw, Thomas Boyd, Joseph Grice, and Thomas Tipping.	Cottages and Yards.
John Gradwell - -	- - -	Hannah Kelly, Joseph Ryley, William Whittle, John Crook, John Dawson, Thomas Sutcliffe, Standish Cuedon, John Chambers Charles Watson, John Shuttleworth, and Jonathan Little.	Ditto.
Sarah Charnley - -	- - -	William Blackburn, John Wignall, James Snape, and Catharine Baines.	Ditto.
Robert Friend - -	- - -	Evan Hodgkinson - -	Houses, Brewhouses, Outbuildings, and Yards.
James Parkinson - -	- - -	Samuel Speakman, Isabella Baines, and Abraham James.	Cottages and Yards.
Richard Threlfall - -	- - -	Thomas Miller and John Farrington.	Ditto.
Ann Molyneux - -	- - -	John King, John King, George Todd, George Dickinson, and Joseph Fletcher.	Ditto.
Ditto - -	- - -	James Green, Henry Kirkman, Ellen Bullin, and James Armstrong.	Ditto.
Richard Threlfall - -	- - -	Mary Houghton and Nicholas Wilkinson.	Ditto.
James Parkinson - -	- - -	William Holiday, William Jackson, John Gillibrand, Evan Proctor, James Naylor, Frederick James, Cuthbert Ward, William Whittam, and Betty Norris.	Cottages, Cellars, and Yards.
Sarah Charnley - -	- - -	Mary Greaves, Joseph Bromley, John Reeder, and George Bennett.	Cottages and Yards.
John Rigg - -	- - -	David Metcalf, Thomas Stephenson, Henry Reynolds, Thomas Garstang, and John Jones.	Cottages and Yards and Passages.
Henry Brown - -	- - -	Elizabeth Sharples, John Sergeant, William Kenyon, and Henry Atkinson.	Ditto.
John Eccles - -	- - -	James Edmonson and John Wilson.	Cottages, Yard, and Passages.
John Turner - -	- - -	Betty Waterhouse and Elizabeth Eastham.	Ditto.
William Brown - -	- - -	William Brown and Robert Emmett.	Ditto.
John Eccles - -	- - -	William Segar, Joseph Dermit, Thomas Mitchell, and John Dewhurst.	Ditto.
John M'Keg - -	- - -	John M'Keg, William Broklebank, and David Taylor.	Ditto.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
John Turner - - -	- - -	James Owen, Ann Thornton, James Eastham, Joseph Pilkington, James Woods, Edward Hough, and Thomas Breakell.	Cottages, Yard, and Passages.
Samuel Peacock Redmayne	- - -	Jane Kirkham, Thomas Foster, Roger Foster, William Oldham, James Park, Richard Balderstone, Ellen Smethurst, Agnes Dilworth, John Gornall, Isabella Evans, and Robert Riley.	Ditto.
Thomas Jolly - - -	- - -	John Thompson and Thomas Smith.	Ditto.
John Beckett - - -	- - -	John Alston, Edward Seddon, and John Charnley.	Ditto
Ellen Robinson - - -	- - -	William Brown, Thomas Miller, James Bonny, Peter Atherton, Edward Gillow, William Porter, William Mason, William Nicholson, John Wignall, Thomas Borwick, William Wells, and James Smith.	Ditto.
Joshua Bamber - - -	- - -	William Worswick, William Stephens, John Park.	Houses and Yards.
Thomas Oxendale - - -	- - -	Thomas Oxendale - - -	Building belonging to Oxendale's Mill.
Ditto - - -	- - -	Ditto - - -	Yard.
John Turner - - -	- - -	Thomas Bannister - - -	House and Yard.
Caleb Oakey - - -	- - -	Robert Wignall, James Clarkson, Robert Gregson, John Leigh, William Whiteside, William Pickup, John Holmes, William Wilkinson, John Chandler, Catharine Turnbull.	Cottages and Yards.
Richard Edward Waterworth.	- - -	William Monk, William Dewhurst.	Ditto.
Richard Edward Waterworth.	- - -	John France, Isabella Hardman, Joseph Todhunter, William Christian, John Carr, Edward Stanton, John Loftus, Robert Taylor, James Nicholson, Thomas Downie, Richard Ward, Widow Jardine.	Cottages and Yards.
John Turner - - -	- - -	Thomas Rymer - - -	House and Yard.
John Park and Sons - - -	- - -	John Park and Sons - - -	Yard to Cotton Mill.
Ditto - - -	- - -	Ditto - - -	Lodge to ditto.
Ditto - - -	- - -	Ditto - - -	Ditto.
Ditto - - -	- - -	Ditto - - -	Power Loom, Shop, and Warehouse.
Robinson Watson Robinson	- - -	James Moen, Joseph Pool, Roger Pool, John Hodgson, Richard Hargreaves, John Fawcett, Joseph Cuerden, John Jenkinson, John Gregson, John Slatter, Nancy Swarbrick, George Parker, Thomas Smith, Ann Snailham, Joseph Longton, and James Slater.	Cottages, Weaving Shops, and Yard.
John Stevenson - - -	- - -	John Stevenson - - -	Foundry Yard.
Ditto - - -	- - -	Ditto - - -	Boiler House.
Ditto - - -	- - -	Ditto - - -	Machine Shop.

Owners or reputed Owners.	Lessees. or reputed Lessees.	Occupiers.	Description of Property.
Lancaster Canal Company	- - -	John Stevenson - - -	Part of Wharf.
Ditto - - -	- - -	Lancaster Canal Company - -	Wharf.
Ditto - - -	- - -	John Whalley - - -	Coal Yards and Build-
Ditto - - -	- - -	James Caunce and Andrew	ings.
John Moss - - -	- - -	Caunce.	Ditto.
John Moss - - -	- - -	John Vickers, Robert Dagggers,	Dwelling Houses,
John Moss - - -	- - -	Richard Leeming, James Cot-	Cellars, and Yards.
John Moss - - -	- - -	tan, William Rutter, Mary	
John Moss - - -	- - -	Pickup, Henry Watkinson,	
John Moss - - -	- - -	Betty Walton, John Heaton,	
John Moss - - -	- - -	Betty Taylor, Giles Blackburn,	
John Moss - - -	- - -	James Shaw, William Heald,	
John Moss - - -	- - -	Edward Clayton, James Bent-	
John Moss - - -	- - -	ley, Richard Cross, Hugh Spen-	
John Moss - - -	- - -	cer, Michael Livesay.	
James Blackburn - - -	- - -	Thomas Whiteside, Catharine	Cottages, Cellars, and
James Blackburn - - -	- - -	Morgan, William Bradley, Ro-	Yards.
James Blackburn - - -	- - -	ger Dickinson, Margaret News-	
James Blackburn - - -	- - -	ham, Thomas Cuerden, Richard	
James Blackburn - - -	- - -	Hardman, Henry Wignall, Ann	
James Blackburn - - -	- - -	Mason, Rowland Moulding.	

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