



ANNO SEXTO & SEPTIMO

GULIELMI IV. REGIS.

Cap. cvii.

An Act for making a Railway from *Leeds* to *Derby*,
to be called “The North Midland Railway.”
[4th July 1836.]

WHEREAS the making a Railway from *Leeds* to *Derby* would be productive of great public Advantage, by opening an additional, certain, and expeditious Communication between the Towns aforesaid and the intermediate Towns and Districts, and also by facilitating the Means of Intercourse between the North of *England*, the Midland Counties, the Metropolis, and the West and South-west of *England*: And whereas the King's most Excellent Majesty, in right of His Crown, is entitled to certain Lands upon the Line of the proposed Railway: And whereas the several Persons herein-after named are willing, at their own Expence, to carry into execution the before-mentioned 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 *William Aldham*, *Edward Alexander*, *Richard Alison*, *Joseph Armstrong*, *John Atkinson*, *James Baird*, *Edward Baines junior*, *Edward Barlow*, *William H Barron*, *Benjamin Pearson Bartleet*, *George Bayley*, *Christopher Beckett*, *William Beckett*, *Burkeley Bent*, *William Beverley*, *John Birks*, *William Borrodaile*, *Henry Briggs*, *Thomas Brook*, *Hannah Brotherton*,
[Local.] 50 F

Proprietors
incorporated.

Brotherton, Barwell Browne, James Bruce, Nathan Cairns, Henry Carter, John Clapham, Thomas Coates, William Crawshay, William Crozier, Jonathan Dickinson, Adam Drydale, John Duncan, Matthew Durham, William Eltoff, William English, Ralph Fenwick, Thomas French, James Gawen, George Carr Glynn, George Goodman, Robert Frederick Gower, Riversdale Grenfell, James Guest, Thomas Richard Guppy, Joseph Hadfield, Alexander Hall, James Heyworth, Kirkman Hodgson, John Hodgson, J Holdsworth, James Holdforth, William Hood, John Hoskins, James Hubbard, Frederick Huth, William Leaf, Edward Lloyd, Robert M'Calmont, James Garth Marshall, John Marshall, Charles Mills, Edward Wheeler Mills, William Musgrove, James Morrison, William Newton, Francis Parker, Thomas Benson Pease, John Pickersgill, John Diston Powles, Buckeley Price, James Richardson, John Cross Richardson, James Ritson, James Robinson, William Routh, Joseph Lord Scarsdale, Augustus Schwerin, James Sharp, Granville Sharp, James Simpson, Henry Stokes, Hatton Homer Stansfield, John Swanwick, Antony James Tomlins, William Wells, John Wilkinson, Robert Henry Wilson, John Wooley, Henry Wormald, and all other Persons and Corporations who have subscribed or shall hereafter subscribe towards the said Undertaking, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby united into a Company for making and maintaining the said Railway and other Works by this Act authorized, and for other the Purposes herein declared, according to the Provisions and Restrictions herein-after mentioned, and for that Purpose shall be One Body Corporate by the Name and Style of "The North Midland 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.

Rules for the Interpretation of this Act.

II. And be it further enacted, That where in this Act any Word shall be used importing the Singular Number or the Masculine Gender only, such Word shall be understood to include several Matters as well as one Matter, several Persons as well as one Person, and Females as well as Males; and where the Word Lands shall be used, the same shall be understood to include Tenements and Hereditaments; and where the Word Corporation shall be used, the same shall be understood to mean any Body Politic, Corporate, or Collegiate, Civil or Ecclesiastical, Aggregate or Sole; 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.

Proprietors to raise Money amongst themselves for the Undertaking not exceeding 1,500,000l., to be divided

III. And be it further enacted, That it shall be lawful for the said Company to raise amongst themselves any Sum of Money for making and maintaining the said Railway and other Works by this Act authorized, not exceeding in the whole the Sum of One million five hundred thousand Pounds, the whole to be divided into Shares of One hundred Pounds each; and such Shares shall be numbered, beginning with Number One, in arithmetical Progression, and every such Share shall be distinguished by the Number to be applied to the

the same; and the said Shares shall be and are hereby vested in the several Parties taking the same, and their several and respective Successors, Executors, Administrators, and Assigns, to their proper Use and Benefit, proportionably to the Sum they shall severally contribute; and all Persons and Corporations, and their several and respective Successors, Executors, Administrators, and Assigns, who have subscribed or shall severally subscribe for One or more Share or Shares, or such Sum or Sums as shall be demanded in lieu thereof, towards the said Undertaking and other the Purposes of the said Subscription, shall be entitled to and receive, in proportionable Parts according to the respective Sums so by them respectively 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.

into Shares
of 100*l.*
each.

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

Application
of Money to
be raised.

V. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to make and maintain the Railway herein-after mentioned, with all proper Works and Conveniences connected therewith, in the Line or Course, and upon, across, under, or over the Lands, delineated on the Plan and described in the Book of Reference deposited with the respective Clerks of the Peace for the County of *Derby* and West Riding of the County of *York*; (that is to say,) commencing in the Parish and Township of *Leeds* in the County of *York* at or near a certain Garden in the Parish and Township aforesaid, now in the Occupation of *George Banks*, adjoining to the East Side of a Street or Lane called *Hunslet Lane*, and passing from, through, or into the several Parishes, Townships, and Places of *Leeds*, *Hunslet*, *Rothwell*, *Woodlesford* *Oulton* otherwise *Oulton-cum-Woodlesford*, *Methley*, *Normanton*, *Altofts*, *Newland*, *Woodhouse*, *Warmfield* otherwise *Warmfield-cum-Heath*, *Crofton*, *Sandal Magna*, *Felkirk*, *Cold Hiendley*, *Havercroft*, *Royston*, *Chevet*, *Notton*, *Carlton*, *Upper and Lower Cudworth*, *Monk Bretton*, *Darfield*, *Little Houghton*, *Billingley*, *Wombwell*, *Bolton-upon-Dearne*, *Adwick-upon-Dearne*, *Wath-upon-Dearne*, *Swinton*, *Rawmarsh*, *Ecclesfield*, *Aldwarkk*, *Rotherham*, *Greasborough*, *Masborough*, *Kimberworth*, *Tinsley*, *Brinsworth*, *Catcliffe*, *Orgreave*, *Whiston*, *Aughton* otherwise *Aston-cum-Aughton*, and *Treeton*, or some of them, in the West Riding of the County of *York*; *Beighton*, *Killamarsh*, *Eckington*, *Staveley*, *Whittington*, *Chesterfield*, *Brimmington*, *Newbold*, *Hasland*, *Wingerworth*, *North Wingfield*, *Tupton*, *Pilsley*, *Woodthorpe*, *Claycross*, *Clay Lane*, *Stretton*, *Morton*, *Brackenfield*, *Shirland*, *South Wingfield*, *Wessington*, *Crich*, *Worksworth*, *Heage*, *Duffield*, *Belper*, *Makeney*, *Allestree*, *Little Eaton*, *Breadsall*, *St. Alkmund's Derby*,
and

Company
empowered
to make the
Railway.

and *Little Chester*, or some of them, in the County of *Derby*; and terminating at or near certain Closes called or known by the Name of *Darwin's Closes*, in the Parish of *St. Alkmund Derby*, in the County of *Derby*.

For Protec-
tion of Pro-
perty of
Messrs.
Rhodes in
the Parish of
Leeds.

VI. Provided always, and be it further enacted, That in making the said Railway through the Garden of *Peter Rhodes* and *William Rhodes* Esquires, and the Reverend *James Armitage Rhodes*, situate in the Parish of *Leeds*, in an Island formed by the River *Aire* and a certain Cut called *Knostrop Cut*, the said Company shall and they are hereby required to make and for ever maintain, at their Expence, a Viaduct or Passage through and under the said Railway at such Part of the Embankment in the said Garden as the said *Peter Rhodes*, *William Rhodes*, and *James Armitage Rhodes* shall point out, of the Width of Twelve Feet, and of the clear Height of Eight Feet at the least from the present Surface of the Ground, with a good Roadway and Footpath therein, for the Purpose of preserving a Communication between the Two Portions of the said Garden; and also a Road or Way for the Owners of the said Garden for the Time being from the present Road leading to certain Mills on the other Side of the River called the *Hunslet Rolling Mills*, over the said River and across the Railway into each Side of the said Garden, with proper Slopes and Approaches, and of the Width of Ten Feet; and also shall, at the like Expence, erect and maintain a Stone Wall or Fence on each Side of the said Embankment, of the Height of Five Feet in the least, with Stone Coping, and Entrance Gate in such Situation as shall be pointed out by the said *Peter Rhodes*, *William Rhodes*, and *James Armitage Rhodes*, and also shall not divert, alter, or in any way interfere with the present Course of the River *Aire*, now running round the said Garden, without the Consent in Writing of the said *Peter Rhodes*, *William Rhodes*, and *James Armitage Rhodes*, their Heirs or Assigns.

For prevent-
ing Damage
near the
River *Rother*.

VII. And whereas the Line of the said proposed Railway to the South of the Road leading from *Bedgreave* otherwise *Betgreave Mill* in the Parish of *Treeton* or *Wales* in the West Riding of the County of *York* to *Beighton* in the County of *Derby* is intended to be carried within a very short Distance of the River *Rother*; be it therefore enacted, That the said Company shall and they are hereby required to cause the said Railway, where it passes near to the said River *Rother*, to be so constructed, by means of Arches or otherwise, as that in Cases of Floods the Flood Water shall not be kept upon the adjoining Lands, but that there shall at all Times be the greatest possible Facility for the Reflux of such Flood; and in case any Damage or Injury shall at any Time be sustained by the Owners or Occupiers of such Lands in consequence of the Water being kept up by means of the said Railway or any of the Works connected therewith, the Amount thereof may be recovered from the said Company in such and the same Manner as any Compensation for Damages to Land may be recovered under the Provisions of this Act.

Company not
to deviate
through the

VIII. And whereas in the Map or Plan deposited with the respective Clerks of the Peace for the County of *Derby* and the West Riding

Riding of the County of *York* Two Lines of Railway are shown through the Parish of *Staveley* in the said County of *Derby*; be it therefore enacted, That in making the said Railway the said Company shall and they are hereby required to take the Westernmost of the said Two Lines, which passes through Part of *Rennishaw Park*: Provided always, that in making the said Railway through *Rennishaw Park* the said Company shall not deviate to the Westward from the Line laid down upon the said Plans, so as to approach nearer to the Mansion House, and shall not erect any Building whatever on that Part of the Railway which will pass through such Park, nor enter upon any Part of the said Park not required for the Site of the said Railway for the Purpose of getting or depositing Materials, or for any other Purpose whatsoever, without the Consent in Writing of the Owner and Occupier for the Time being of the said Park first had and obtained.

Parish of *Staveley* so as to approach the Mansion in *Rennishaw Park*, without Consent of the Proprietor thereof.

IX. And be it further enacted, That the said Company shall and they are hereby required, in making the said Railway through the Parish of *South Wingfield* in the County of *Derby*, to deviate from the Line laid down in the Plan so deposited as herein-before mentioned so as to carry the same on the East Side of the River *Amber* along such Portion thereof as extends from the Field Number 61 to the Field Number 96.

To make a Deviation in the Parish of *South Wingfield*.

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

Plans and Books of Reference to remain in Custody of the Clerks of the Peace,

XI. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said Railway and other Works in the Line or Course, and upon, across, under, or over the Lands, delineated on the said Maps or Plans, although such Lands or any of them, or the Situation thereof respectively, or the Names of the Owners or Occupiers thereof respectively, may happen to be

Unintentional Errors in Act, or Plans or Books of Reference, not to prevent Execution of Act.

[*Local.*]

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omitted,

omitted, mis-stated, or erroneously described in the said Books of Reference or in the Schedule to this Act annexed, if it shall appear to any Two or more Justices of the Peace for the County, City, or Place wherein the Matter in question shall arise (in case of Dispute about the same), and be certified by Writing under their Hands, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake; and the Certificate of the said Justices shall be deposited with and remain in the Custody of the respective Clerks of the Peace of the said Counties and Riding, as the Case may require.

Power to
take Lands,
&c.

XII. 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 Person or Corporation whatsoever, and to survey and take Levels of the same or of any Part thereof, and to set out and appropriate for the Purposes of this Act such Parts thereof as they are by this Act empowered to take or use, and in or upon such Lands, 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 making, maintaining, altering, repairing, or using the said Railway and other Works by this Act authorized, or which may obstruct the making, maintaining, altering, repairing, or using the same respectively according to the 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, Vallies, 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 for the Purposes hereinbefore mentioned to erect and construct such Houses, Wharfs, Warehouses, Toll Houses, Landing Places, Engines, and other Buildings, Machinery, Apparatus, and other Works and Conveniences, as the said Company shall think proper, and to alter the Course of any Rivers, Canals, Brooks, Streams, or Watercourses as may be necessary for constructing and maintaining Tunnels, Bridges, whether temporary or permanent, or Passages over or under the same, and to divert or alter the Course of any Rivers or Streams of Water, Roads or Ways, or to raise or sink any such Rivers or Streams, 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 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 making, maintaining, altering, or repairing and using the said Railway,
and

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 Persons and Corporations interested in any Lands which shall be taken, used, or injured, for all Damages to be by them sustained in or by 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; provided nevertheless, that the said Company shall not divert, obstruct, or impound any River or Water to the Prejudice of any Mill or Manufactory.

XIII. And be it further enacted, That if any Person shall 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 Five Pounds nor less than Twenty Shillings for every such Offence.

Penalty on obstructing Persons employed in the Construction of the Railway.

XIV. And be it further enacted, That it shall be lawful for the said Company to treat and agree, and to employ any Person or Persons 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.

Power to treat for the Purchase of Lands.

XV. 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 Interest, Husbands, Guardians, Trustees, and Feoffees in Trust for charitable or other Purposes, Committees, Executors, and Administrators, and all Trustees, and all other Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy after them, if incapacitated 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 Infants, Issue unborn, Lunatics, Idiots, Femmes Covert, or other Persons, and for all Femmes Covert seised, possessed of, or interested in their own Right, or entitled to Dower or other Interest in, and for all other Persons whatsoever seised or possessed of or interested in any such Lands, to contract for, sell, and convey the same or any Part thereof unto the said Company; and all Conveyances of Land required for the Purposes of this Act shall be made at

Persons under legal Disability empowered to sell and convey Lands.

at the Expence of the said Company, and may be according to the following Form, or as near thereto as the Number of the Parties and the Circumstances of the Case will reasonably 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 North Midland 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 mentioned, paid by the North Midland Railway
‘ [*or the said*] Company, established and incorporated by an Act of
‘ Parliament 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 to the said Company, their Suc-
‘ cessors and Assigns, all [*describing the Premises to be conveyed*],
‘ together with all Ways, Rights, and Appurtenances thereunto belong-
‘ ing, 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, to hold the Premises to the said Company, their Successors
‘ and Assigns for ever, according to the true Intent and Meaning of
‘ the said Act. In witness whereof I have hereunto set my Hand
‘ and Seal the Day in the Year of our
‘ Lord

And all such Conveyances as aforesaid shall be valid and effectual in the Law to all Intents and Purposes, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Interest so thereby conveyed or aliened, and to bar and destroy all Estates Tail, and 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; and it shall be lawful for the said Company to insert any special Agreements or Covenants in such Conveyances which shall have been the Subject of mutual Arrangement between the Parties.

For Purchase
of Part of the
Glebe Lands
of Ecking-
ton.

XVI. And whereas His Majesty, in right of His Crown, is seised of or entitled to the Advowson and Right of Presentation to the Rectory of *Eckington* in the County of *Derby*, and a certain Part or Parcel of the said Rectory, or the Glebe Lands thereof, or of some Part thereof, is intended to be purchased and taken by the said Company for the Purpose of enabling them to form and complete the said Railway; be it enacted, That it shall be lawful for the Commissioners for the Time being of His Majesty’s Woods, Forests, Land Revenues, Works, and Buildings, with the Consent and Approbation in Writing of the Lord High Treasurer of the United Kingdom of *Great Britain* and *Ireland*, or of the Commissioners for the Time being for executing the Office of Lord High Treasurer, or any Three or more of them, to contract and agree for the Sale of and to sell and convey to
the

the said Company, for a perpetual annual Rent-charge, which Rent-charge the said Company are hereby authorized and required to grant, to be issuing out of all and singular the Lands, Hereditaments, and Rates, Property, and Effects of the said Company, or any Part or Parts thereof, such Part or Parts of the said Rectory or the Glebe Lands thereof respectively as the said Company are by this Act authorized to purchase: Provided always, that it shall not be lawful for the said Company to commence any of their Works on the said Rectory or the Glebe Lands thereof, or any Part thereof respectively, until the Sale of the Land Part of the said Rectory to be purchased as aforesaid shall have been completed; and the Rent-charge in respect of the said Rectory of *Ecklington* shall be granted and conveyed to the Rector for the Time being of *Ecklington*, and his Successors for ever, as Part of the said Rectory, in such Form and Manner, and with such Powers of Entry and Distress for the Recovery of such Rent-charge, as the said Commissioners for the Time being of His Majesty's Woods, Forests, Land Revenues, Works, and Buildings shall direct; and such Rent-charge shall have Priority over every other Charge to be made in pursuance of this Act; and the Grant of such Rent-charge shall be registered in the Register of the Diocese in which the said Rectory is locally situate, and inrolled in the Office of Land Revenue Records and Inrolments.

XVII. And be it further enacted, That the said Company shall and they are hereby required, at their own Costs and Charges, to make and construct such convenient Bridges, Archways, or Openings, and Approaches thereto, over or under the said Railway, where it shall be carried through the Glebe Lands of the said Rectory, and which in the Judgment of the said Commissioners for the Time being of His Majesty's Woods, Forests, Land Revenues, Works, and Buildings shall be thought necessary for the Passage of Carts and Carriages; and such Bridges, Archways, or Openings, and the Approaches thereto, when made, shall at all Times thereafter be kept in good Order and Repair by and at the Expence of the said Company: Provided always, that the Plans and Specifications of every such Bridge, Archway, or Opening, and of the Approaches thereto respectively, shall be submitted to the Commissioners for the Time being of His Majesty's Woods, Forests, Land Revenues, Works, and Buildings, for their Approval, previously to the Commencement of the Erection or Formation of any such Bridge, Archway, or Opening, or of the Approaches thereto respectively; and that the Width and Height of every such Bridge, Archway, or Opening, and the Mode of Construction thereof, and of the Approaches thereto respectively, shall be settled and determined by the Engineer for the Time being of the said Commissioners and by the Engineer for the Time being of the said Company; and in the event of their differing in Opinion in regard thereto, then by some third Person, to be appointed by them, whose Decision on the Matters referred to him shall be binding and conclusive on all Parties.

As to Bridges to be erected on the Glebe Lands of *Ecklington*.

XVIII. And be it further enacted, That in ascertaining and fixing the Amount of such Rent-charge every Damage which the said
 [Local.] 50 H. Rectory Mode of ascertaining and fixing

the Amount
of annual
Rent-charge.

Rectory or the Glebe Lands thereof, or any Part thereof respectively, shall or may sustain by reason of any of the Works done or authorized to be done by the said Company under the Authority of this Act, shall be computed and taken into account; and the Amount of such Rent-charge, in case the Parties differ about the same, may be settled by the Verdict or Verdicts of a Jury in manner herein-after provided for: Provided always, that all the Costs, Charges, and Expences of ascertaining and fixing the Amount of such Rent-charge, and of perfecting the Grant thereof, and the Registration and Enrolment thereof, as herein-before provided for, shall be borne and paid by the said Company.

Act not to
impair the
Rights of the
Rector of
Ecklington
to any exist-
ing Rent-
charges.

35G.3. c.100.

XIX. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to exonerate or discharge any Lands, Tenements, or Hereditaments in the said Parish of *Ecklington*, taken or authorized to be taken by the said Company for the Purposes of the said Railway, from the Payment of any Rent or Rents to the Rector of *Ecklington* and his Successors, nor to impair, lessen, prejudice, or affect the Rights or Remedies of the said Rector or his Successors to or for any Rent or Rents out of any Lands, Tenements, or Hereditaments in the said Parish of *Ecklington*, under or by virtue of an Act passed in the Thirty-fifth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for dividing and inclosing the Commons and Waste Lands, Common Fields, and Mesne Inclosures within the Manor and Parish of Ecklington in the County of Derby*, or the Award made in pursuance thereof; and all the Powers, Provisions, and Remedies of the said Act and Award, and all Acts, Matters, and Things done or authorized to be done in pursuance of the said Act and Award, or either of them, so far as respects the Rent or Rents to the Rector of *Ecklington* and his Successors, and the Rights and Remedies of the said Rector and his Successors, for the Recovery thereof, shall remain and be in as full Force and Effect to all Intents and Purposes as if this Act had not been passed.

Power of
Distress
given to the
Rector of
Ecklington if
Rent be un-
paid Twenty-
one Days
after it is
due.

XX. Provided always, and be it further enacted, That in case any such Rent or Rents shall be in arrear or unpaid for the Space of Twenty-one Days after the same shall become due or payable it shall be lawful for the said Rector of *Ecklington* for the Time being, and his Successors, to sue for and recover the same from the said Company, with Costs of Suit, by Action of Debt in any of His Majesty's Courts of Record or otherwise, and to seize and distrain any Engines, Carriages, or other Goods, Property or Effects of the said Company which shall be found upon the said Railway, or in or upon any Wharfs, Quays, Warehouses, or other Works thereto belonging, and whether situate in the said Parish of *Ecklington* or elsewhere, (Information of such Distress being immediately given to the said Company by Notice in Writing,) and to detain the same until Payment of such Rent or Rents or Sums then due and owing, together with the reasonable Costs and Charges attending such Distress; and if such Distress shall not be redeemed within Ten Days next after making the same, and Notice thereof given in Writing as aforesaid, then such Engines, Carriages,

or other Goods or Effects so distrained shall or may be sold or disposed of in such Manner as the Law directs in case of Distress for Rent.

XXI. 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 or Persons 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.

XXII. Provided always, and be it further enacted, That if any Contract or Agreement shall be made or entered into for or in respect of any Lands, Tenements, or Hereditaments to be taken or used by virtue of the Powers of this Act, which shall be of Copyhold or Customary

Conveyance of Copyholds.

Customary Tenure, or in the Nature thereof, every such Contract and Agreement shall be executed and completed by Surrender of and Admittance to such Lands, Tenements, or Hereditaments in the Court of the Manor of which the same may be held or be parcel, according to the Custom of such Manors respectively, which Surrender shall and may be made by the Corporation or Party by this Act authorized to make Conveyances of Hereditaments of a Freehold Tenure, and shall have the like Force and Effect in respect of such Copyhold or Customary Estates and Interests as such Conveyances as aforesaid made by the same Person or Corporation would have had over the Lands comprised in such Surrender in case the same had been of Freehold Tenure in the same Person or Corporation; 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 herejn-after contained; but inasmuch as the vesting and continuing of such Copyhold or Customary Premises in the said Company as a Body Corporate would, if the same should not be enfranchised, prevent such Lord from receiving the same Benefit of Fines, Heriots, and other Services due upon Death, Descent, or Alienation as he would have received 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 the Admission of the Company be entitled to 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 Persons and Corporations by this Act authorized to enfranchise Copyhold or Customary Lands are hereby empowered to enter into,) shall be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in all Cases where the Lord of any Manor whereof any Copyhold or Customary Lands purchased by the said Company for the Purposes of this Act shall be parcel, shall have contracted to enfranchise the same, or shall have claimed and received from the said Company such 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.

XXIII. And

XXIII. And be it further enacted, That it shall be lawful for the Lord for the Time being of any Manor whereof any Copyhold or Customary Lands required for the Purposes of this Act are holden or parcel, and whether an Individual or a Corporation, and whether seised in his own Right or as a Trustee, and whether he be seised in Tail or for Life or other limited Estate, and in case of a Lady whether she be married or sole, and in case of an Infant, Lunatic, or other incapacitated Person being Lord of such Manor, then for his Guardian, Committee, or Trustee, to contract for, and the several Persons and Corporations aforesaid are hereby empowered 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.

Lords of Manors under Disability empowered to enfranchise.

XXIV. 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.

Regulation for the Apportionment of Rents of Copyholds.

XXV. And be it further enacted, That in all Cases wherein, in the Execution of the Powers of this Act, there shall be Occasion to take or use any Common or Waste Land, or any other Lands which shall be charged with or be subject or liable to the Exercise of any Right or Privilege of Common thereupon, of what Nature or Kind soever, the Conveyance of such Common or Waste Land or other Lands by any Person or Corporation 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

Waste Lands to be conveyed by the Lords of Manors.

[*Local.*]

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Persons

Persons and Corporations who are by this Act enabled to sell other Lands have in such Lands (and which Conveyance may be of the like Form as by this Act is directed to be used in the Case of Conveyances of other Lands), shall be a good and sufficient Conveyance to the said Company for the Purpose of vesting in them the Fee Simple and Inheritance of such Common or Waste Land or other Lands, as fully and effectually as if every Person having Rights 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 Churchwardens for the Time being of the Parish wherein such Common or Waste Land or other Land shall be situate, and shall be by such Churchwardens received, and applied for such general or public Purposes within the said Parish as a Vestry thereof shall direct: Provided always, that in all Cases wherein the said Churchwardens are empowered to receive such Compensation 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 Churchwardens, 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 is vested in the Freeholders or Inhabitants at large, or in any greater Number of Persons than Four, or where the Lord of such Manor (if any) does not usually hold some Court for the same, or where it is not known to what Lord such Manor belongs, or in what Manor such Common or Waste 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 to take, free from all Rights of Common and other Rights, Estates, Titles, Charges, and Incumbrances whatsoever.

XXVI. And

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

Where Commoners exceed Twelve in Number, a Meeting to be called.

XXVII. And be it further enacted, That where any Lands purchased or wanted or intended to be purchased by the said Company shall be subject, solely, or jointly with other Lands not intended to be purchased, to or with any Rent-service, Rent-charge, or Chief Rent, or other Rent, Payment, or Incumbrance, it shall be lawful for the said Company to agree for the Release of the Lands so purchased, or wanted or intended to be purchased, from such Rent, Payment, or Incumbrance, and also (where necessary or convenient) for an Apportionment of such Rent, Payment, or Incumbrance, for such gross 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 Persons and Corporations 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

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

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

XXVIII. And

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

Rents on
Leases to be
apportioned.

XXIX. And be it further enacted, That all Persons and Corporations having any Mortgage on any Lands to be taken or used for the Purposes of this Act (and whether entitled thereto in their own Right or in Trust, 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, or from the Party or Parties entitled to the Equity of Redemption of and in the same Lands, that they will pay off the Principal Money and Interest which shall be due on the said Mortgage at the End of Six Calendar Months (to be computed from the Day of giving such Notice), then at the End of such Six Calen-

Mortgagees
to convey to
the Com-
pany upon
Payment or
Tender of
Purchase
Money.

dar 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 Interest 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 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.

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

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

Satisfaction to be made for Lands taken for Railway.

XXXII. 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,

In case the Parties refuse or are incapable to

treat, the
Value of the
Land and of
the Damages
to be settled
by a Jury.

damaged, or injuriously affected by the Execution of any of the Powers hereby granted; be it further enacted, That if any Person, Corporation, or Trustee 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, Recompence, or other Compensation as aforesaid, or if any of the Parties entitled to receive such Purchase Money, Satisfaction, Recompence, or other Compensation as aforesaid shall refuse to accept such Purchase Money, Satisfaction, Recompence, or other Compensation as aforesaid as shall be offered by the said Company, and shall give Notice thereof in Writing to the said Company within Twenty-one Days next after such Offer shall have been made, and the Party giving such Notice shall therein request that the Matter in dispute may be submitted to the Determination of a Jury, or if any of such Parties as aforesaid shall for the Space of Twenty-one Days next after Notice in Writing shall have been given to the Clerk, Agent, or principal Officer of any such Corporation, or to any of such Trustees or Persons respectively, or left at his last or usual Place of Abode, or with the Tenant or Occupier of any Lands required for the Purposes of this Act, neglect or refuse to treat or shall not agree with the said Company for the Sale, Conveyance, and Release of their respective Estates or 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 making the said Railway and other the Works aforesaid, or shall not disclose and prove the State of the Title to the Premises of which they respectively may be in Possession, or of the Share, Interest, or Charge which they may claim to be entitled unto or interested in (in case they shall be required to do so by the said Company), or in any other Case where Agreement for Compensation for Damages incurred in the Execution of this Act, or for the Purchase of Lands required for the Purposes of this Act, cannot be made, then and in every such Case the said Company shall and they are hereby required from Time to Time to issue a Warrant, either under their Common Seal or under the Hands and Seals of Three at least of the Directors of the said Company, to the Sheriff of the County in which the Lands in question shall be situate or the Matter in dispute shall arise, or in case such Sheriff or his Under Sheriff shall be one of the said Company, or enjoy any Office of Trust or Profit under them, or shall be in any ways interested in the Matter in question, then to any of the Coroners of such Counties not interested as aforesaid, or if all the Coroners shall be so interested, then to some Person then living in the County, and free from personal Disability, who shall have filled the Office of Sheriff 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 Eighteen sufficient and indif-
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ferent 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 impannelled, 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 impannelled, 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, or being Quakers upon their Affirmations, (which Oaths and Affirmations, as well as the Oaths and Affirmations of all such Persons as shall be called upon to give Evidence, the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to administer,) inquire of and assess and give a Verdict for the Sum of Money to be paid for the Purchase of such Lands, except for such Interest therein as shall have been of right purchased by the said Company from any other Person, and also the Sum of Money to be paid by way of Satisfaction, Recompence, or Compensation, either for the Damages which shall before that Time have been done or sustained as aforesaid, or for the future temporary or perpetual or for any recurring Damages to be so done or sustained as aforesaid, and the Cause or Occasion of which shall have been in part only obviated, removed, or repaired by the said Company, and which cannot or will not be further obviated, removed, or repaired by them; which Satisfaction, Recompence, or Compensation for such Damage or Loss shall be inquired into and assessed separately and distinctly from the Value of the Lands so to be taken or used as aforesaid; and the said Sheriff, Under Sheriff, Coroner, or other Person shall accordingly give Judgment for such Purchase Money, Satisfaction, Recompence, or Compensation as shall be assessed by such Jury; which said Verdict, and the Judgment thereon to be pronounced as aforesaid, shall be binding and conclusive to all Intents and Purposes upon all Persons and Corporations whatsoever: Provided always, that in such Inquiry the Person or Corporation claiming Compensation shall be Plaintiff, and shall have all such Rights and Privileges as Plaintiffs in Actions at Law are entitled to: Provided also, that not less than Seven Days Notice in Writing of

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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 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 of the Premises intended to be valued or respecting which or any Damage to which any such Question shall arise.

Compensation Money to be apportioned.

XXXIII. 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, and Recompence or Compensation for Damages which shall be assessed as aforesaid shall be allowed to any Tenant or other Person having a particular Estate, Term, or Interest in the Premises, by way of Lease or otherwise, for his Interest therein.

Verdicts to be recorded.

XXXIV. And be it further enacted, That the said Verdicts and Judgments, being first signed by the said Sheriff, Under Sheriff, Coroner, or other Person presiding at the taking of such Verdict and pronouncing of such Judgment respectively, shall be kept by the Clerk of the Peace for the County in which the Matter in dispute shall have arisen 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 Sheriffs, &c. Jurors or Witnesses, making default.

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

Place in which the said Lands shall be situate or the said Inquisition shall be held, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him, on Demand, the Overplus of the Money thereby produced, if any, after such Penalty and the Charges and Expences of such Distress and Sale shall have been deducted.

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

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

Persons giving false Evidence to be guilty of Perjury.

XXXVII. And be it further enacted, That in every Case in which the Verdict of a Jury summoned as aforesaid shall be given for the same or a greater Sum than shall have been previously offered 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, Charges, and Expences of summoning such Jury, and of Witnesses, and of the Bond to be given by the Party requiring such Jury to be summoned, 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 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 County, Riding, or Place wherein such Inquisition shall be held, not interested in the Matter in question, which Warrant such Justice is hereby authorized and required to issue, under his Hand and Seal, on Application made to him for that Purpose by any Party entitled to receive such Costs, Charges, and Expences; but if the Verdict of the Jury shall be given for a less Sum than shall have been previously offered by the said Company, one Moiety of the said Costs, Charges, and Expences shall be defrayed by the Party with whom the said Company shall have such Controversy or Dispute, and the Remainder shall be defrayed by the said Company; and the former Moiety of such Costs, Charges, and Expences, having been ascertained and settled in manner herein-before mentioned, shall and may be deducted out of the Money adjudged to be paid to such other Party as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of the Money so adjudged shall be

Expences of Jury how to be paid.

be deemed and taken to all Intents and Purposes to be a good Payment or Tender in satisfaction of the whole thereof: Provided always, that in Cases in which by reason of Absence in Foreign Parts, or from any other Cause or Disability not herein-before provided for, any Person shall have been prevented from treating and agreeing as aforesaid, the whole of such Costs, Charges, and Expences shall be borne and paid by the said Company.

Persons requesting Juries to enter into Bond to prosecute their Complaints and to pay Expences.

XXXVIII. 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 said Company in a Penalty of One hundred Pounds to prosecute their Complaint, and to bear and pay their Proportion of the Costs, Charges, 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, Charges, and Expences shall fall upon them.

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

XXXIX. 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 Person or Corporation making such Complaint, stating the Nature, Extent, and Particulars of such Loss or Injury, shall have been given by such Person or Corporation 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.

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

XL. 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

shall in such Precept be nominated to receive the same ; and the said Sheriff is hereby required to deliver Possession of the said Premises accordingly, and to levy and satisfy such Costs as shall accrue upon or by reason of the Issuing and Execution of such Precept on the Person so refusing to give Possession, by Distress and Sale of his Goods and Chattels.

XLI. 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, stating the Period of such unexpired Term or Interest, the said Company shall and they are hereby required to make or tender to such Tenant or Lessee, before they shall issue their Precept to the Sheriff to give Possession of the Premises in the Occupation of such Tenant or Lessee, Satisfaction, Recompence, or Compensation for the Value of his unexpired Term or Interest in the said Premises ; which Satisfaction, Recompence, or Compensation, in case of Difference, shall be ascertained and determined in the same Manner as any other Satisfaction, Recompence, or Compensation for any Lands taken or used by the said Company is by this Act directed to be made or determined.

Interest of such Tenants may be settled by a Jury.

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

Persons holding under Leases to produce the same.

XLIII. 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 Damages done by the said Company, their Agents or Workmen, to such Property, in the Execution of any of the Powers of this Act, and such Difference cannot be adjusted and settled between the said Parties, the same shall, in case the Amount of Damages claimed does not exceed the Sum of Twenty Pounds, be ascertained and determined by some Two or more Justices of the Peace for the County, Riding, or Place in which such Lands shall lie, who, upon Application made to them

For settling Disputes as to Damages to a small Amount.

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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.

Power for
the Court of
Exchequer
to order
Compensa-
tion Money
to be applied
in rebuilding
Houses.

XLIV. And be it further enacted, That when any Money agreed or awarded to be paid for the Purchase of any Houses or Tenements taken or used under the Powers of this Act, or for any Compensation or Satisfaction under this Act, shall have been paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer to be placed to his Account there *ex parte* "The North Midland 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 Receipt of the Rents and Profits of the Houses or Tenements 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, in such Manner as to the said Court shall seem fit.

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

1 G. 4. c. 35.

XLV. 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 for Life or in Tail, or Feoffee in Trust, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Idiot, Lunatic, Feme Covert, or other Cestuique Trust, or any Person whose Lands are limited in strict Settlement, or any Person under any other legal Disability or Incapacity, shall be entitled unto or interested in, 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 North Midland 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,

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, and thereafter held 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 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.

XLVI. 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, with the Approbation of the said Company, signified in Writing under the Hands of Three at least of the Directors of the said Company, 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, upon the Request of the respective Parties for the Time being entitled to the Rents and Profits of the Lands so taken or used, or of such Interest therein, or of their respective Husbands, Guardians, or Committees in case of Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, and with the like Approbation, to Two Trustees, to be nominated by the respective Parties (such Nomination to be approved of by the said Company), and such Nomination and Approbation to be signified in Writing under the Hands of the nominating Parties and of Three at least of the Directors of the said Company; 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.

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

XLVII. Provided also, and be it further enacted, That where any Money so agreed or awarded to be paid as last herein-before mentioned shall not exceed the Sum of Twenty Pounds, the same shall be paid to the respective Parties who would for the Time being have been entitled to the Rents and Profits of the Lands so taken or used for

When not exceeding 20*l.*

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.

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

XLVIII. And be it further enacted, That in case any Party to whom any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used under or by virtue of the Powers of this Act, or for any Interest, or for Compensation as aforesaid, shall refuse or neglect to accept the same, or 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 Satisfaction 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, so 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, to order the same to be laid out and invested in the Public Funds and to order Distribution thereof, or Payment of the Dividends thereof, according to the Estate, Title, or Interest of the Party making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem proper; and the Cashier of the Bank of *England* who shall receive such Money is hereby required to give to the said Company a Receipt for such Money mentioning and specifying therein for what and for whose Use (described as aforesaid) the same is received.

Persons in Possession presumptively entitled.

XLIX. 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 Land, 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 Persons and Corporations 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

ording to such Possession, unless 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.

L. 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, and of deducing, evidencing, and verifying such Title as the Company may require to the said Lands, 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 : 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, unless the 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.

Expences of Title to be paid by the Company.

LI. And be it further enacted, That if the said Company and the Party or Parties 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 a Petition to be presented by the said Company or the Party with whom such Dispute shall arise, 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 after Taxation thereof 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 Person or Persons from whom such Lands shall have been purchased or taken, shall be paid to the Person or Persons aforesaid : Provided always, that the said Company shall not be at liberty to enter into Possession of the Lands so purchased or taken until they shall have deposited the Amount claimed in respect of such Costs, Charges, and Expences in the Hands of some Banker to be approved by the Party with whom such Dispute shall arise, or 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 North Midland 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

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

obtaining the Order or Orders referring the same to be taxed, shall be paid and borne by the said Company, unless One Sixth of the said Costs, Charges, and Expences shall be disallowed, in which Case the said Expence shall be paid and borne by the Person or Persons from whom the said Lands were purchased or taken, and the Amount thereof may then be deducted by the said Company from the Sum payable by them under the Direction or Award of the said Master.

The Court may order reasonable Expences of Purchases and of Re-investment to be paid by the Company.

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

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

LIII. 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, or if the Parties so respectively interested and entitled as aforesaid cannot be found, or shall be absent from *England*, or shall refuse to receive such Money as aforesaid, or shall refuse, neglect, or be unable to make a good Title to such Lands (to the Satisfaction of the said Company), or if any Party entitled unto or to convey such Lands shall not be known, or shall be absent from *England*, or shall refuse, 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

of *England*, as herein-before directed, to an Account *ex parte* "The North Midland 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 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 Purposes of ascertaining and setting out the same for the Purposes of this Act, without the previous Consent of the Owners and Occupiers thereof respectively: Provided always, that it shall not be lawful for the said Company to make such Entry, after Demand made of such Purchase Money or Compensation by the Party or Parties entitled thereto, and Default made by the said Company in Payment thereof for the Space of Twenty-one Days after such Demand, unless such Payment shall be delayed by the Acts, Neglect, or Default of the Party or Parties entitled thereto; and in case any Person or Persons shall wilfully enter upon any such Lands, without Consent of the Owner or Occupier thereof, before such Payment or legal Tender shall have been made, such Person so offending shall forfeit and pay any Sum not exceeding Five Pounds for each and every Day he shall remain or be on such Lands.

LIV. And whereas in making and executing the said Railway and the several other Works by this Act authorized it may be necessary for the said Company, their Agents and Workmen, to enter upon and take temporary Possession of some Parts of the Lands adjoining to the Line of the said Railway and other Works, for the Purpose of laying or depositing and working thereon Earth, Clay, Stones, Bricks, Slates, Timber, Lime, and other Materials, or of manufacturing such Clay into Bricks, or for forming temporary Roads or Approaches to and from the said Works; and inasmuch as a Jury summoned as directed by this Act to assess a Compensation for the Damage and Injury done to such adjoining Lands by the Exercise of the Powers and Authorities by this Act granted cannot, either upon View or from Evidence, form a just Opinion of the permanent Injury which will be sustained by the Owners or Proprietors of such adjoining Lands by the Exercise of the Powers and Authorities 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.

notwith-

notwithstanding any thing in this Act contained it shall be lawful for the said Company, their Agents and Workmen, and they are hereby empowered, to enter upon the Lands of any Person or Corporation whatsoever adjoining or lying near to the said Railway and other Works by this Act authorized to be made and maintained, or any of them, or any Part thereof respectively, for the Purpose of 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, and also to make use of any existing Roads, they the said Company, their Agents and Workmen, doing as little Damage as may be in the Exercise of the several Powers hereby granted to them, and making Compensation 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 the Value of Lands through or upon which the said Railway and other Works are intended to be made, and the Compensation for any Damage sustained by reason of the Execution of any of the Works by this Act authorized: Provided always, that before entering upon any such Lands for such temporary Purposes as aforesaid the said Company shall, if required by the Owner or Occupier thereof, find Two sufficient Sureties, who shall enter into a Bond to such Owner or Occupier in a Penalty of the Amount of Fifty Pounds for every Acre of Land required for such temporary Purposes, and so in proportion for any greater or less Quantity, conditioned for the Payment of such Compensation, such Sureties to be approved of by Two Justices of the County or Borough in which the same Lands shall be situate, in case the Parties differ about the same: Provided also, that the said Company shall and they are hereby required, before entering upon any such adjoining Lands for the Purposes aforesaid, to agree with the Owner or Occupier of such Lands for the Payment by the said Company of a certain and fixed annual Rent in respect thereof during the Continuance of such temporary Occupation, such Rent, in case the Parties differ in Opinion thereon, to be fixed by Arbitration of Two indifferent competent Persons, one to be named by each Party, or by their Umpire, appointed in Writing by such Arbitrators before they enter upon the Business of the said Arbitration; and also to make such Compensation and Satisfaction to the Owner of such Land for the permanent Damage or Injury (if any) which may have been done to the same by the Exercise of any of the Powers and Authorities aforesaid so soon as the Amount of any Compensation, Damage, or Injury can be ascertained, and at all events within Six Calendar Months after the Expiration of the Period by this Act granted for completing the said Railway and other Works: Provided also, that before it shall be lawful for the said Company to make such temporary Use as aforesaid of the Lands adjoining or lying near the said Railway or Works the said Company shall and they are hereby required to give Fourteen Days Notice of such their Intention to the Owners or Occupiers of such Lands, and to separate and set apart, by sufficient Railings or Fencings, so much of the Lands as shall be required to be so used as aforesaid from the other Lands adjoining thereto;

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 such Lands at any Place which shall not be at least Two hundred and fifty Yards from any Mansion, without the Leave of the Owner or Occupier of such Mansion in Writing first obtained for that Purpose.

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

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

LVI. And be it further enacted, That the Lands to be taken for the Line of the said Railway shall not exceed Twenty-two Yards in Breadth, except in those Places where a greater Breadth shall be judged necessary for Carriages to wait, load, or unload, and to turn or pass each other, or for raising Embankments for crossing Vallies or low Grounds, or for Cuttings, or for the Erection and Establishment of any fixed or permanent Machinery, Toll House, Warehouses, Wharfs, or other Erections and Buildings, and except at or near the Terminations of the said Railway, and except also on Commons, Downs, or Waste Grounds, 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.

LVII. And be it further enacted, That the said Company, in making the said Railway and other Works by this Act authorized, shall have full Power and Authority to deviate from the Line delineated on the Maps or Plans so deposited with the Clerks of the Peace as herein-before mentioned, with such Deviation in the Section as may be necessary in consequence thereof: Provided always, that no such Deviation shall extend to a greater Distance than One hundred Yards, and in passing through any City or Town such Deviation shall not extend to a greater Distance than Ten Yards, from the Line so delineated upon the said Plans, nor shall such Deviation extend into the Lands or Property of any Person whose Name is not mentioned in the said Book of Reference, unless the Name of such Person shall have been omitted by Mistake, and unless the Fact that such Omission proceeded from Mistake shall have been certified in manner

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

[*Local.*]

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herein.

herein-before provided for in Cases of unintentional Errors in the said Book of Reference.

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

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

No Person
compellable
to sell Part
of his House,
&c. if willing
to sell the
Whole.

LIX. And be it further enacted, That if any Person or Corporation by this Act authorized to sell and convey any Lands shall be applied to, by or on behalf of the said Company, to treat for, sell, dispose of, or convey any Part of any House, Warehouse, Building, or Manufactory in the actual Occupation of one Person or several Persons jointly, and shall, by Notice in Writing to be left with the Secretary or Clerk of the said Company within Fourteen Days after such Application, signify his Inclination or Desire to treat for, sell, dispose of, and convey the Whole of such House, Warehouse, Building, or Manufactory, and if it shall happen that the said Company shall not think proper or be willing to purchase the Whole of such House, Warehouse, Building, or Manufactory, then and in every such Case nothing in this Act contained shall extend or be construed to extend to compel such Person or Corporation interested therein to treat for, sell, dispose of, or convey, or to authorize the said Company to take or use, Part only or less than the Whole of such House, Warehouse, Building, or Manufactory, any thing herein contained to the contrary thereof in anywise notwithstanding.

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

LX. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to contract with any Person or Corporation (who shall be willing to sell the same) for the Purchase of any Lands, not exceeding in the whole Fifty Statute Acres, in addition to the Lands 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, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Conveniences for receiving, depositing, loading, or keeping any Cattle, or any Goods, Articles, Matters, or Things 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 Persons and Corporations, including especially such Persons and Corporations 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 making the said Railway and other Works by this Act authorized.

LXI. 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, 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 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; and in the meantime and until the said Company shall think proper to make such Sales it shall be lawful for the said Company to let any such superfluous Lands to any Person willing to become the Tenant thereof, in such Manner and upon such Terms as the said Company shall think proper.

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

LXII. And whereas the said Company, in addition to the Lands hereby authorized to be taken for making the said Railway and other Works, are enabled to purchase of Persons and Corporations willing to sell the same Fifty Statute Acres of Land by virtue of this Act, for the Purpose of providing additional Stations, Yards, Wharfs, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Conveniences, and all Persons and Corporations whomsoever are empowered to sell such Number of Acres to the said Company: And whereas it is expedient to restrain the said Company from selling Lands so purchased from Persons and Corporations being under legal Disability or Incapacity, and again purchasing other Lands from the same or from any other Persons or Corporations being under legal Disability or Incapacity, in lieu of the Lands so sold; be it therefore enacted, That it shall not be lawful for the said Company to purchase from any Corporation, Trustee, or Feoffee in Trust for charitable or other Purposes, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf

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

of

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 Fifty Statute Acres; and in case the said Company shall purchase such Fifty Statute Acres from any Person or Corporation under such legal Disability or Incapacity as aforesaid, and shall afterwards sell the Whole or any Part of such Fifty Statute Acres so purchased, it shall not be lawful for the said Company to purchase of or from the same or of or from any other Person or Corporation being under legal Disability or Incapacity, nor for the same nor for any other Person or Corporation being under legal Disability or Incapacity to sell to the said Company, any other Lands in lieu of such Fifty Statute Acres of Land or any Part thereof so sold or disposed of by the said Company.

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

LXIII. And be it further enacted, That nothing in this Act contained shall extend to give to the said Company any Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines or Minerals under any 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 have been made the Subject of Compensation, and may be necessary to be dug or carried away or used for the Purposes of this Act, and shall be found within the Depths marked at the respective Places on 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 or Minerals no Damage be wilfully done to the said Railway or Works, and that the said Mines and Minerals be not worked in an improper Manner.

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

LXIV. 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

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, such Mines or Minerals to be considered as in a working State; 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, at the Option of such Proprietor, Lessee, or Tenant, to be signified in Writing within Ten Days after Receipt of Notice of the Intention of the Company to purchase the same, be ascertained and settled by Two indifferent Persons, skilful in the working of Mines and Minerals, the one to be chosen by the said Company, and the other by such Proprietor, Lessee, or Tenant, and in case of Disagreement of such Referees so chosen as aforesaid by an Umpire skilful as aforesaid, to be appointed by them before they proceed in such Reference, or otherwise 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.

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

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

LXVI. Provided always, and be it further enacted, That the said Company shall from Time to Time pay or cause to be paid to the Proprietor, Lessee, or Tenant of all Mines of Coal, Ironstone, and other Minerals, all such Costs, Charges, Losses, and extraordinary Expences as shall fall upon such Proprietor, Lessee, or Tenant in consequence of the working the same in such Manner and under such Restrictions as not to prejudice or injure the said Railway, or any Works or Conveniences connected therewith; and if any Dis-

Company to repay the Cost occasioned by working Mines so as not to injure the Railway.

pute or Question shall arise between the said Company, and such Proprietor, Lessee, or Tenant as aforesaid, touching the Amount of such Costs, Charges, Losses, or extraordinary Expences, the same shall be settled and determined by Two indifferent Persons, skilful in the working of Mines and Minerals, the one to be chosen by the said Company, and the other by such Proprietor, Lessee, or Tenant, and in case of Disagreement of such Referees so chosen as aforesaid, by an Umpire so skilful as aforesaid, to be appointed by them before they proceed in such Reference, whose Decision shall be final and conclusive.

Method of
discovering
when Mines
are working
under the
Railway.

LXVII. And for the better ascertainiug 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 Coal Pits, Works, or other Mines, and for that Purpose to make use of any Gins, Whimsies, Tackling, Ropes, Machines, Apparatus, or Machinery belonging to such Proprietors, Lessees, or Tenants, and to view, search, bore, dig, and measure, 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 applied for the Purposes of this Act.

No Shaft
to be sunk
under the
Railway.

LXVIII. 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

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.

LXIX. And be it further enacted, That the said Company shall and they are hereby authorized to take down or cause to be taken down all Houses and other Erections and Buildings whatsoever which shall be purchased or taken by virtue of this Act, or such of them or such Part thereof as they shall think proper to be taken down, and to level and clear the Ground whereon the same shall stand, and all other the Ground to be purchased or taken by virtue of this Act, in such Manner as they shall think proper, and to sell or cause to be sold the Materials of the Houses and other Erections and Buildings to be taken down and removed pursuant to this Act; and the Monies to be produced by the Sale thereof, after deducting the Expences of taking down such Houses, Erections, and Buildings, and of such Sale, and also the Rents and Profits of the said Houses, Erections, Buildings, Lands, Tenements, and Hereditaments to be purchased or taken by virtue of this Act, until the same shall be taken down or cleared, shall be applied and disposed of for and towards the Purposes of this Act.

Power to clear Ground, and to sell old Materials.

LXX. And be it further enacted, That where the said Railway shall cross any public Carriage or Bridle Way, either such public Carriage or Bridle Way shall be carried over the said Railway, or the said Railway shall be carried over the said public Carriage or Bridle Way, at the Expence of the said Company, by means of a Bridge, where not otherwise provided for by this Act, of such Construction as is herein-after mentioned.

Railway not to cross Turnpike Roads on a Level.

LXXI. And be it further enacted, That the said Railway shall not be made across any public Footpath on the Level without the previous Consent in Writing of some Two Justices of the Peace for the County acting for the Division within which the Footpath so to be crossed shall be situate; and where the said Railway shall cross any public Footpath in any other Manner than on the Level the said Company shall make and maintain convenient Ascents and Descents, as the Case may be, to such Footpath: Provided nevertheless, that the said Company, and all other Persons and Corporations, who may think themselves aggrieved by any Determination, Consent, or Refusal of Consent of the said Justices herein shall have Power of Appeal in the same Manner and under the same Provisions and Restrictions as are ordered and directed in Cases of Appeal against stopping up and diverting Highways by an Act passed in the Fifth and Sixth Years of the Reign of His present Majesty, intituled *An Act to consolidate and amend the Laws relating to Highways in that Part of Great Britain called England.*

Railway not to cross public Footpaths on a Level.

5 & 6 W. 4. c. 50.

LXXII. And

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

LXXII. And be it further enacted, That where any Bridge shall be erected by the said company for the Purpose of carrying the said Railway over or across any Turnpike Road, 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, and of a Height from the Surface of such Turnpike Road to the Centre of such Arch of not less than Sixteen Feet, and the Descent under any such Bridge shall not exceed One Foot in Thirty Feet; and 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, not being a Turnpike Road, the Span of the Arch of such last-mentioned 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 last-mentioned Arch of not less than Eighteen Feet, and of a Height from the Surface of such public Carriage Road, not being a Turnpike Road, to the Centre of such Arch, of not less than Sixteen Feet, and the Descent under any such last-mentioned Bridge shall not exceed One Foot in Twenty Feet; and where any Bridge shall be erected by the said Company for the Purpose of carrying the said Railway over or across any private Carriage Road or Occupation Way the Span of the Arch of such last-mentioned Bridge shall be formed and shall at all Times be and be continued of such Width as to leave a clear and open Space under every such Arch of not less than Fifteen Feet, and of a Height from the Surface of such private Carriage Road or Occupation Way to the Centre of such Arch of not less than Sixteen Feet, and the Descent under any such last-mentioned Bridge shall not exceed One Foot in Thirteen Feet.

Regulating
Ascent of
Bridges for
carrying
public Roads
over Rail-
way.

LXXIII. And be it further enacted, That where any Bridge shall be erected for carrying any Turnpike Road, public Highway, or Occupation Road over the said Railway, the Road over such Bridge shall be formed and shall at all Times be continued of such Width as to leave a clear and open Space between the Fences of such Road of not less than Twenty-five Feet for the Purposes of a Turnpike Road, and for the Purposes of any public Highway or Occupation Road, of not less than Fifteen Feet; and the Ascent of every such Bridge for the Purpose of such Turnpike Road shall not be more than One Foot in Thirty Feet, and for the Purpose of any such public Highway, not being a Turnpike Road, not more than One Foot in Twenty Feet, and with respect to any private Carriage Road or Occupation Way not more than 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 Screen
on Side of
Railway in
case of Dan-
ger to Pas-
sengers on
Turnpike
Road.

LXXIV. 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

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

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

Openings in-
to Tunnels
not to be
made in pub-
lic High-
ways.

LXXVI. Provided always, and be it further enacted, That in all Cases wherein, in the Exercise of any of the Powers hereby granted, any Part of any Carriage or Horse Road, Foot Road, Railway or Tramroad, Quay, Wharf, Slope, or other Communication, either public or private, shall be found necessary to be cut through, raised, sunk, taken, or so much injured as to be impassable or inconvenient for Passengers, Cattle, or Carriages, or for the transporting, conveying, landing, shipping, or depositing of any Goods or Merchandize, or to the Persons entitled to the Use thereof, the said Company shall, at their own Expence, before any such Road, Quay, Wharf, Slope, or other Communication shall be so cut through, raised, sunk, taken, or injured as aforesaid, cause another good and sufficient Road, Quay, Wharf, Slope, or other Communication (as the Case may require) to be set out and made instead thereof, and such new Road shall be as convenient for Passengers, Cattle, and Carriages, and for transporting, conveying, landing, shipping, or depositing of Goods or Merchandize, as the said Road, Quay, Wharf, Slope, or other Communication so to be cut through, raised, sunk, taken, or injured as aforesaid, or as nearly so as may be; and where the Road cut through, raised, sunk, or injured

Providing for
Injury to
Roads.

[Local.]

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shall

shall be a Turnpike Road, the substituted Road, if temporary, shall be set out and made and the principal Road shall be restored within Six Calendar Months after the Commencement of the Operation; 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 described, 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 Penalty levied by the said Company for which no special Provision is made by this Act: Provided also, that in all Cases where the said Railway shall cross any public Footpath otherwise than on a Level, or by means of a Bridge under or over the same, such Access shall be made thereto on the Slopes of the said Railway as shall render the Approach convenient to the Public.

Company to
erect Gates
for the Pro-
tection of
adjoining
Lands.

LXXVII. And be it further enacted, That the said Company shall, at their own Expence, make and erect and from Time to Time maintain such and so many convenient Gates in, upon, or adjoining the said Railway, and such and so many Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages over, under, or by the Side of or leading to or from the said Railway, as Two or more Justices of the Peace acting within their Jurisdiction 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, Culverts, Fences, Ditches, Drains, and Passages so to be made as aforesaid shall from Time to Time and at all Times thereafter be maintained in sufficient Repair and Condition by the said Company; and for the Purpose of enabling the said Company to make and erect such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, and from Time to Time to maintain the same, the said Company, their 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, 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 making reasonable Satisfaction and Compensation to the Owner and Occupier of such Lands for any Damage that may be done thereby; and in case the said Company shall refuse or neglect to make or erect or to maintain such Gates, Bridges, Arches, Hollows, Culverts,

verts, 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, 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, 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 used 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 Lands who shall have so made and erected; repaired and maintained, such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid, by the said Company, within the Space of Five 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, 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.

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

Owners having received Compensation in lieu of Gates, Bridges, &c. not to cross the Railway but by a Bridge erected at their Charge.

said Railway from one Part to the other Part of their Lands so severed and divided, otherwise than by a Bridge, Arch, or Culvert to be erected at the Charge of such Owners.

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

LXXIX. And be it further enacted, That if any of the Owners or Occupiers of any Lands through which the said Railway shall be made shall at any Time apprehend that any of the Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, or Passages which the said Justices shall have so directed or appointed to be made or erected by the said Company are insufficient, either in Number or Situation, for the commodious Use or Occupation of the respective Lands 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, 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, and Improvement, or Occupation of such Lands; and such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages shall henceforth 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 private Lands.

LXXX. 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; 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 hereinbefore 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.

LXXXI. 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 the same Water to the Prejudice of any of the said Lands, and also to make proper Watering Places for Cattle in all Cases where by means of the said Railway the Cattle of any Person occupying Lands adjacent thereto shall be deprived of Access to their ancient Watering Place, and to supply the same at all Times with Water from such Rivers, Brooks, Streams, or Springs of Water as would have supplied the Cattle of such Person if the said Railway had not been made, or from any other Source or Feeder which can readily and lawfully be obtained for that Purpose; and it shall be lawful for the said Company, and they are hereby required, from Time to Time, to make such and so many Watercourses and Drains by the Side of 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 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 Persons to make or cleanse and repair such Arches, Tunnels, Culverts, Watercourses, Drains, and other Passages accordingly; and the reasonable Expence 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 Five 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.

Company to make sufficient Drains, &c. to carry Water off adjoining Lands.

[*Local.*]

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LXXXII. And

Act not to prevent the Owners of adjoining Lands from making Branches to communicate with Railway;

LXXXII. And be it further enacted, That nothing in this Act contained shall extend to prevent the respective Owners or Occupiers of Lands or Mines or Minerals near or adjoining to the said Railway, or any other Persons, from laying down, either upon their own Lands, or upon the Lands of other Persons with the Consent of such Persons, any collateral Branches from their respective Lands or Mines to communicate with the said Railway for the Purpose of bringing Carriages upon or across such Railway, and the said Company shall be bound to make, at the Expence of such Owners and Occupiers and other Persons as aforesaid, Openings in the Ledges or Flanches of the said Railway for effecting such Communication in such Places as may be most convenient for that Purpose, and as may the least interfere with the Passage of the said Railway; and the said Company shall not receive any Rate or Toll or Sum for the passing of any Goods or other Things along such Branch so to be made by any such Owner or Occupier or Person as aforesaid: Provided also, that the said Company shall not be bound to make any such Openings in the Ledges or Flanches of the said Railway for the Purpose of effecting such Communication in any Places where they shall have erected or set up any Building, Steam Engine, Works, Machinery, or Yard, or in any Places which they shall have appropriated or set apart for any specific Purpose with which such Communication would interfere, nor upon any Inclined Plane, nor in any Tunnel; and in case any Disagreement or Difference shall arise between any such Owners and Occupiers or other Persons and the said Company as to the proper 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: Provided always, that the Persons making or using such Branch Railways to communicate with or pass across the said Main Railway shall be subject to all such Bye Laws with respect to Traffic upon or across the said Main Railway as shall be from Time to Time made by the Directors thereof.

nor from making Communications across the Railway.

LXXXIII. 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 to use 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 for any longer Space of Time than shall be absolutely necessary for making, erecting, or repairing the same; 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,

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 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 Fourteen 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*.

LXXXIV. 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, shut and fasten the said Gate; and every Person neglecting so to do shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

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

LXXXV. And whereas by a certain Act of Parliament passed in the Tenth and Eleventh Years of King *William* the Third, and by a certain other Act of Parliament passed in the Fourteenth Year of King *George* the Third, and by Two other Acts respectively passed in the First and Ninth Years of the Reign of His late Majesty King *George* the Fourth, the Navigation of the Rivers *Aire* and *Calder* in the said County of *York*, over and near to which the said Railway is intended to pass, are and now stand vested in certain Persons called the Undertakers of the Navigation of the Rivers *Aire* and *Calder* in the West Riding of the County of *York*, their Heirs and Assigns, who are by the said several Acts, or some or one of them, authorized and empowered to make and keep the said Rivers navigable, portable, and passable for Barges, Boats, Lighters, and other Vessels up to the Towns of *Leeds* and *Wakefield* therein mentioned, and for that Purpose to cleanse, scour, open, enlarge, or straighten the said Rivers or either of them, and to make new Cuts or Passages for the Waters thereof in or through the Lands contiguous thereto, and who are also by the said Two last-mentioned Acts further authorized and empowered to make and execute certain other Navigable Cuts or Canals or new Channels for the said Rivers,

Providing for Compensation to the Undertakers of the Aire and Calder Navigation.

and

and other Works and Conveniences, for the greater Facility of the Trade of the said Navigation : And whereas, amongst other Things, the said Undertakers are authorized and empowered to restore the Navigation of the said River *Aire* into its ancient Channel round the Tail Goit of certain Mills called the *Hunslet Mills*, situate in the Township of *Hunslet*; and also (with the Consent of the Landowners in the Line thereof) to purchase the Land necessary for and to make and execute a certain Navigable Cut or Canal from and out of a certain Cut belonging to the said Navigation called the *Leeds Cut*, in the Township and Parish of *Leeds*, to join and communicate with another Cut or Canal belonging to the said Navigation called the *Thwaite Cut*, in the Township and Parish of *Rothwell* in the said County; and also, with the like Consent, to make certain additional Basins, Wharfs, and other Works at or near the Head of the said Navigation, with proper Cuts and Conveniences; but the making and executing of the said intended Railway in the Line or Course hereby authorized will render it impracticable either to restore the said Navigation into its ancient Course as aforesaid, or to make the said Navigable Cut or Canal, or the said additional Basins and Wharfs, Cuts, Works, or Conveniences: And whereas the said Undertakers are the Owners of certain Lands, Wharfs, and Premises in or near to the Line of the said ancient Course of the said River and of the said intended Cut or Canal, and part Owners of other Lands and Wharfs in or near the Line or Course thereof respectively, and a Trade is now carried on at the said Navigation with the adjacent Towns of *Hunslet* and *Holbeck*, and other Places near to the said ancient Course of the said River *Aire*, and in the Line of the said intended Cut or Canal; and it is expedient to provide against any other Obstruction being occasioned by the said Railway, either in its Execution or Use, to the free Navigation of the said Rivers, Cuts, and Canals, or to the free Exercise of the Powers and Authorities touching the same so vested in or granted to the said Undertakers, their Heirs or Assigns, as aforesaid; be it therefore enacted, That the said Company hereby incorporated shall and they are hereby directed and required, within Eighteen Calendar Months after the passing of this Act, to make full Compensation, Satisfaction, and Recompence to the said Undertakers and other Owners, their Heirs or Assigns, for all Loss, Damage, or Injury of what Nature or Kind soever which they the said Undertakers or other Owners shall or may sustain from the Incapacity or Inability of the said Undertakers to restore the said Navigation into its ancient Course near *Hunslet Mills* as aforesaid, or to make or execute the said intended Cut or Canal, or the said additional Basins, Wharfs, and other Works and Conveniences as aforesaid, or from any Diminution in the Value of their said Lands, Wharfs, and Premises, arising from such Inability to restore the said Navigation, or to make the said Cut or Canal, Basins, Wharfs, Works, and other Conveniences as aforesaid, and also to pay to the said Undertakers and other Owners, their Heirs or Assigns, all and every such Sum and Sums of Money as they shall expend or be put unto for their reasonable Costs, Charges, and Expences of obtaining and ascertaining the Amount of such Compensation, Satisfaction, and Recompence as aforesaid, in case of Difference or Dispute about the same; and the said

said Railway Company are hereby directed and required, within Three Months next after such Compensation, Satisfaction, and Recompence shall have been ascertained and determined in manner by this Act directed, to pay or cause to be paid to the said Undertakers and other Owners such Sum or Sums of Money as shall have been ascertained and determined to be justly due and payable to them as such Satisfaction, Compensation, and Recompence as aforesaid, together with all such reasonable Costs and Expences as shall have been incurred by the said Undertakers or other Owners in or about the obtaining and ascertaining the same as aforesaid.

LXXXVI. Provided always, and be it further enacted, That it shall not be lawful for the said Railway Company to begin to make or execute that Part of the said Railway which is intended to intersect or cross the said Tail Goit of *Hunslet Mills*, or the said River *Aire* near thereto, until they shall have paid or caused to be paid to the said Undertakers and other Owners such Compensation, Satisfaction, and Recompence as aforesaid: Provided also, that nothing herein contained shall extend to prevent the said Undertakers or other Owners from claiming and obtaining Compensation, Satisfaction, and Recompence for all such other Lands, Tenements, Hereditaments, and Premises of or belonging to the said Undertakers or other Owners as the said Railway Company may require to take or use for the Purpose of the said Railway, or may damage or injure in the Execution thereof.

Providing for Compensation to the Owners of *Hunslet Mills*.

LXXXVII. And whereas the said Railway is intended to be carried over the said River *Calder* at or near to a certain Place called *Fairies Hill*, in the Township of *Altofts* in the County of *York*, and also over a certain Navigable Cut or Canal lately excavated or made by the said Undertakers at or near to *Fairies Hill* aforesaid, and also over the Line of a certain other projected Cut or new Channel for the said River *Calder* at or near a certain other Place called *Woodnook* in the Township of *Methley*, to the North of the said River, and to be carried over the said River *Aire* at or near to certain Mills called the *Knostrop* or *New Mills*, and again over the said River *Aire* at or near certain other Mills called the *Hunslet Mills*, both in the Township of *Hunslet* in the said County of *York*, and also to approach and run nearly parallel with the said River *Aire* and with divers of the said Cuts or Canals through the several Townships of *Oulton*, *Woodlesford*, *Rothwell*, and *Hunslet*, and to terminate near to the said River *Aire* at *Leeds*; and it is expedient to make further Provision respecting the Manner in which the said Railway shall cross the same several Rivers, Cuts, or Canals, and projected Cut or new Channel, and to provide for the free Passage of Water in and to the said Rivers, Cuts, or Canals, or in, to, and throughout any Branches thereof respectively, and for the free Access to the said Rivers, Cuts, and Canals, for the Trade and Merchandize thereof; be it therefore further enacted, That in carrying the said Railway over the said River *Calder* at *Fairies Hill* aforesaid the said Company hereby incorporated shall and they are hereby required, at their own Expence, under the Inspection of the Engineer of the said Undertakers for the Time being, and according to a Plan to be submitted to and approved

For Protection of the *Aire* and *Calder* Navigation.

[Local.]

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by him, to make and erect a good and substantial Bridge of Stone, Brick, or Iron, of Three Arches, over the said River *Calder* and the Towing Path thereof, with proper Approaches thereto, with perpendicular Foundation Walls to such Bridge, without any Projections under Water, the Towing Path whereof shall not be less than Eight Feet in Width, and shall be carried under the most Southern of the said Three Arches, and the Breast Wall of which Towing Path shall be built perpendicularly from the Foundation thereof, the under Side of the Opening at the Keystone of each of the Arches of such Bridge not being less than Thirty Feet in Height above the ordinary Surface Water Level of the said River at that Place, and the Opening or Span of each of such Arches not being less than Fifty Feet, and so as that such Three Arches shall extend over and include the entire Width of the said River and of the Towing Path thereto belonging; and in carrying the said Railway over the said Cut or Canal at *Fairies Hill* aforesaid the said Company hereby incorporated shall and they are hereby also required, at their own Expence, to erect and build a good and substantial Bridge of Stone, Brick, or Iron, of One Arch, over the said Cut or Canal and the Towing Paths thereof, with proper Approaches thereto, and with perpendicular Foundation Walls to such Bridge, without any Projections under Water, the Width of the Towing Path on each Side whereof shall not be less than Ten Feet, and the Breast Walls of which Towing Path shall be built perpendicularly from the Foundations thereof respectively, the under Side of the Opening at the Keystone of the Arch of such last-mentioned Bridge not being less than Thirty Feet in Height above the Surface Water Level of the said Cut or Canal where such last-mentioned Bridge shall be constructed, and the Opening or Span of the Arch of such last-mentioned Bridge being such as to extend over and include the entire Width of the present Waterway of the said Cut or Canal and of such Towing Paths on each Side thereof as aforesaid; and the Space between the Piers of the Arches of such respective Bridges (except so much thereof respectively as shall be occupied by the respective Towing Paths of such Bridges) shall, after the said Bridges shall have been completed, be cleared out by the said Company to the Depth of Eight Feet below the ordinary Surface Water under the same respectively, and from Time to Time and at all Times thereafter, except during the necessary Repairs of such Bridges or the Erection of any future Bridges, be kept and preserved an open uninterrupted navigable Waterway.

Company to make Bridge across the new Cut of the Aire and Calder Navigation.

LXXXVIII. And be it further enacted, That in case the said intended new Cut or Channel for the said River *Calder* at or near to *Woodnook* aforesaid shall be made or excavated or set out before the Execution of the Part of the said intended Railway which crosses the Line thereof, the said Company hereby incorporated shall and they are hereby required, at their own Expence, to make a good and substantial Bridge of Stone, Brick, or Iron over such new Cut or Channel, or the Line or Course thereof so to be set out as aforesaid, and the Towing Path or a Space for a Towing Path thereto, with proper Approaches, of such Height and Dimensions and in such and the same Manner as is herein-before provided for the Bridge to be erected over the said River *Calder*; but in the event of the said new
Cut

Cut or Channel not being made or set out before the Execution of that Part of the Line of the said Railway, but being at any Time hereafter required by the said Undertakers to be made or set out, then the said Company hereby incorporated shall and they are hereby required, at the Expence of the said Undertakers, within Fifty Days after the said Undertakers or their Engineer shall have set out the Line or Course of the said new Cut or Channel, and shall have given to the said Company hereby incorporated Notice thereof in Writing, to cause a sufficient Opening to be made in the Line of the said Railway and the Embankment thereof at the Place required for such new Cut or Channel, and shall, at the like Expence, clear away and remove the Soil thereof to a Level with the Surface of the Ground, or otherwise enable the said Undertakers to excavate or tunnel under the same; and when and so soon as the said Undertakers shall have excavated the same to a sufficient Depth for the Purpose of the said new Cut or Channel, and a Towing Path thereto (which they are hereby required to do with all reasonable Expedition), the said Company hereby incorporated shall and they are hereby required, at the Expence of the said Undertakers, to erect and build a like good and substantial Bridge over the said new Cut or Channel and the Towing Path thereof, of the like Height and Dimensions and in like Manner as is herein-before required in case the said new Cut or Channel shall be made or set out before the Execution of the said Railway at that Place; and in either of such Cases the Space between the Piers of the Arches of such last-mentioned Bridge (except so much thereof as shall be occupied by the Towing Path of such Bridge) shall, after the said Bridge shall have been completed, from Time to Time and at all Times thereafter, except during the necessary Repairs of such last-mentioned Bridge, or the Erection of any future Bridge, be left and preserved an open and uninterrupted navigable Waterway; provided the same shall not interfere with the Construction of or prevent the free Passage of Passengers and Goods along the said Railway for any longer Time or in any other Manner than shall be unavoidably necessary.

LXXXIX. And be it further enacted, That in carrying the said Railway over the said River *Aire* at or near to the *Knostrop* or *New Mills*, and again at or near to the *Hunslet Mills*, the said Company hereby incorporated shall and they are hereby required, at their own Expence, to make good and substantial Bridges of Stone, Brick, or Iron over the said River *Aire* at each of the said Places, and over the Towing Path formerly awarded and still belonging thereto, with proper Approaches thereto, with perpendicular Foundation Walls to such last-mentioned Bridges, the Soffit or under Side of the Openings of such Bridges respectively at the Centre thereof not being less than Nine Feet in Height above the Crown of *Knostrop Mill-dam*, and the aggregate Opening or Span of the Arches of such several Bridges being such as to extend over and include the entire Width of the said River and Towing Path thereto at those Places respectively, and so as to admit the Passage of the Water under the same as freely as it now passes along the present Channel, and that the Spaces between the Piers of the Arches of such last-mentioned Bridges respectively (except so much thereof as shall be occupied by the
 respective

For Protec-
tion of Huns-
let Mills.

respective Towing Paths thereof) shall, after the said Bridges shall have been completed, be cleared out to the present ordinary Depths thereof respectively, and from Time to Time and at all Times thereafter, except during the necessary Repairs of such Bridges, or the Erection of any future Bridges in lieu thereof, be kept and preserved an open uninterrupted Waterway: Provided always, that in making and constructing the said Railway near the said *Knothrop Mills* and *Hunslet Mills* the said Company hereby incorporated shall not approach or carry the same or the Embankments thereof, or any of the Works thereto belonging, within the Distance of Thirty Yards of the said *Knothrop* or *New Mills*, or within Forty Yards of the said *Hunslet Mills*, but that a Deviation shall be made in the Line of the said Railway as laid down in the said Map or Plan to an Extent sufficient to carry the same West of the said several Mills such several Distances as are herein-before mentioned: Provided also, that nothing herein contained shall authorize or empower the said Company to place any of their Works upon or in any Manner to interfere with the Dam abutting upon the said *Hunslet Mills*, and that in the event of any Injury accruing thereto by reason of such Works, the same shall be immediately made good by the said Company at their own Costs and Charges: Provided also, that if by reason of any of the Works or Machinery of the said Company hereby incorporated the said Dam shall be injured so as to let down the Water of the said Navigation at present supported thereby, and impede the Navigation of the said River above the same, the said Company hereby incorporated shall pay to the said Undertakers, as and by way of ascertained Damages, the Sum of Two hundred Pounds for every Day during which the Navigation of the said River shall be so impeded as aforesaid, over and above all such Costs, Charges, and Expences as the said Company shall pay or sustain in the repairing or reinstating of such Dam, to be recovered by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*: Provided also, that in crossing the Tail Goit of the aforesaid Mills called *Hunslet Mills* the said Company shall make, at their own Expence, a sufficient Arch or Culvert for passing the Water flowing therein under the said Railway as freely as the same can now pass along the same.

If Undertakers of Aire and Calder Navigation make new Cuts or Channels, Bridges to be made over same.

XC. And be it further enacted, That in case the said Undertakers, their Heirs or Assigns, shall at any Time hereafter require, in exercise of any of the Powers or Duties vested in or imposed upon them by the said recited Acts or any of them, to divert or alter the Course of the said Rivers or either of them, or any of the said Cuts or Canals in the Line or Course of the said Railway, other than and except as herein-before provided, and shall previously to the Execution of that Part of the said Railway require to pass the same, or to set out or make any new Cuts or Channels for the said Rivers, or either of them, under the Line of the said Railway, the said Company of Proprietors hereby incorporated shall, at their Expence, make and erect all such additional Bridges over the same and the Towing Paths thereof respectively of such Heights and Dimensions and in such Manner as the respective Engineers of the said Undertakers and the said Railway Company, or their Umpire, shall direct; but

but in case such Cuts, Canals, or Works shall not be made or set out before the Execution of that Part of the said Railway, then the said Company hereby incorporated shall, within the Space of Fifty Days next after the same shall have been set out, and Notice thereof shall have been given to them in Writing in the Manner hereby provided in respect to the said new Cut or Channel near *Woodnook*, enable the said Undertakers to make and execute all such Diversions, Cuts, or Channels respectively, and shall and they are hereby required, at the Expence of the said Undertakers, to make and erect such additional Bridge or Bridges over such new Cuts or Channels and the Towing Paths thereof respectively of such Height and Dimensions and in such Manner as the respective Engineers of the said Undertakers and of the said Railway Company, or their Umpire, shall direct; and in either of such Cases the Spaces between the Piers of the Arches of such additional Bridge or Bridges (except so much as shall be occupied by the Towing Paths thereof respectively) shall, after the same shall have been completed, from Time to Time and at all Times thereafter, except during the necessary Repairs of such last-mentioned Bridge or Bridges, or the Erection of any future Bridge or Bridges, be kept and preserved an open and uninterrupted navigable Waterway, or open and uninterrupted navigable Waterways, as the Case may require.

XCI. Provided always, and be it further enacted, That the said Company hereby incorporated shall and they are hereby required, during the Progress of constructing the said Bridges or of the necessary Repairs thereof respectively, or of the Erection of any future Bridges in lieu thereof respectively, from Time to Time and at all Times to leave an open uninterrupted navigable Waterway in the said River *Calder* of not less than Thirty Feet in Width and Twenty Feet in Height above the ordinary Surface Water thereof, in case the said Undertakers shall require the same, and in the said Cut or Canal of not less than Thirty Feet in Width and Fifteen Feet in Height, together with a Towing Path thereto respectively, and that the present Towing Paths thereof respectively shall remain undisturbed until the new Towing Path Wall shall be erected, and the Ground made good and properly gravelled, and open for the Passage of Horses under such respective Bridges, and that during the Time of constructing the said Bridges over the said River *Aire* sufficient Space shall be left for passing the Waters thereof freely and without flooding the adjoining Lands; and in case by reason of any Accident, or in the Execution of any of the Works by this Act authorized, or by reason of the bad State of Repair of any Part of such Works, or of the said Bridges or either of them, or of any of the Slopes, Banks, or Walls of the said Railway near the said Rivers, Cuts, or Canals, it shall happen that the said Rivers, Cuts, or Canals, or either of them, or the Towing Paths thereof respectively, or any Part thereof, shall be so obstructed as that Boats, Barges, Lighters, or other Vessels navigating or using the same shall be impeded in their Passage, or shall not be able at all Times freely and uninterruptedly to pass along the same, or in case the navigable Waterways or Towing Paths herein-before required to be preserved during the Progress of the Works or either of them shall at any Time be contracted to a less Width than herein-before prescribed, then and in each and every

Company not to obstruct the Navigation of the River and Canal in constructing or repairing their Bridges.

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such Case the said Company hereby incorporated shall pay to the said Undertakers of the said Navigation, as or by way of ascertained Damages, the Sum of Ten Pounds for every Hour during which any such Obstruction or Contraction shall continue : Provided always, that if such Obstruction or Contraction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of any of the Servants or other Persons employed by the said Railway Company, then and in every such Case the said Railway Company shall pay to the said Undertakers the Sum of Thirty Pounds for every Hour during which the said Obstruction shall continue as and by way of ascertained Damages ; and in default of Payment of the said Sum or Sums, as the Case may be, on Demand made on the Treasurer or any Officer of the said Railway Company, the said Undertakers may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster* : Provided also, that nothing herein contained shall extend to prevent the said Undertakers from recovering against the said Railway Company any special Damage that may be sustained by them on account of the Acts or Defaults of the said Railway Company in respect of which the said Penalties are imposed, beyond the Amount of such Penalty or Penalties, and they are hereby authorized to sue for and recover such special Damage accordingly ; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the said Railway Company, and any Action for special Damage shall be brought as above mentioned, then the said Penalty or Penalties so paid shall be deemed and considered as Payments on account of such special Damage, and Credit shall be given by the Court before whom such Action shall be tried for any Sum or Sums of Money so paid by the said Railway Company, and the same shall be deducted from the Amount of Damages to be recovered by the said Undertakers ; and in case the Amount of Damages recovered shall not exceed the Sum or Sums so paid, then and in such Case Judgment shall be given for the said Railway Company, and no Action shall be maintainable by the said Undertakers against the said Railway Company for the Recovery of any Penalty or Penalties after Judgment shall have been obtained by them for any special Damage in respect of the Act or Acts for which such Penalty or Penalties would then have been recoverable.

Providing for the Formation of certain Bridges affording Access to Property of the Undertakers of the Aire and Calder Navigation.

XCII. And be it further enacted, That in making the said intended Railway along that Part of the Line or Course thereof which lies in the several Parishes or Townships of *Oulton*, *Woodlesford*, *Rothwell*, and *Hunslet* aforesaid, the said Company hereby incorporated shall and they are hereby required, wherever the same shall intersect any Road or Way at present used or which shall at any Time previously to the Execution of that Part of the said Railway be laid out, by the Order of Two Justices of the Peace having Jurisdiction within the Limits of the said District, for the Purpose of Communication between the adjacent Country lying to the West of the said Line and the said River *Aire*, or the said several Cuts or Canals so executed or in the Course of Execution by the said Undertakers as aforesaid,

aforesaid, or any Wharfs or Warehouses situate thereon respectively, at their own Costs and Charges to erect and build a good and substantial Viaduct or Archway, as the Case may require, for passing such Roads or Ways either over or under the said Railway, of such Dimensions, and with such convenient Heights, and in the event of carrying the same over the said Railway, with such Slopes and Approaches thereto as the respective Engineers for the said Undertakers and for the said Railway Company, or their Umpire, shall from Time to Time direct; and further, that if it shall at any Time hereafter be made to appear to any Two of His Majesty's Justices of the Peace having Jurisdiction within the Limits of the District in which such Roads proposed to be made shall be situate, that it is reasonable that any additional public or private Roads or Ways are required to be made for the greater Facility of Trade or Access between the aforesaid District lying West of the said River *Aire* and the said River, Cuts, or Canals, Wharfs or Warehouses, or any of them, and such Roads or Ways could have been lawfully and of right made by the Person or Persons applying to such Justices in the Course or Direction required if the said Railway had not been made, then and in every such Case the said Company hereby incorporated shall and they are hereby required, at the Expence of the Party requiring the same, either to cause a sufficient Opening to be made in their Embankment, and to make a good and sufficient Road or Archway under the said Railway, or a Road or Way, Viaduct or Bridge over the said Railway, as the Case may require (to be determined by such Justices), of such Dimensions and with such Heights and other Conveniences as to the said Justices shall appear reasonable and necessary for the Passage of such additional Roads or Ways, and which said Passages, Viaducts, or Archways shall thenceforth be or become free for the Passage of all Persons whomsoever entitled to use the same Roads or Ways with Horses, Carts, and Carriages to and from the said Navigation at all Times whatsoever: Provided always, and the said Company are hereby expressly required at their Expence to make or leave in that Part of the Embankment for the said Railway situate in or intended to pass through the Township of *Woodlesford* not less than Three Openings or Passages, with good and substantial Archways or Viaducts over the same, in such Situation and in such Direction as the said Undertakers shall point out, the same to be of such Heights and Widths, and with such Slopes, and so constructed as the respective Engineers of the said Undertakers and of the said Railway Company, or their Umpire, shall direct; and in crossing a certain Road or Way leading to certain Mills called the *Thwaite Mills*, and to certain Wharfs on the Bank of the said River *Aire* near thereto, situate in the said Township of *Hunslet*, at their own Expence to erect and build another good and substantial Archway or Viaduct over the same of the Width of Fifteen Feet and of the clear Height of Eight Feet above the present Surface of such Road, and, if the said Undertakers shall require the same, shall cause the said Road to be sunk to a Depth not exceeding Six Feet below its present Level, so as to give additional Height to the Passage so to be made under the said Railway as aforesaid, with convenient Slopes down to the same, not exceeding One Foot in Thirty, and in passing over a certain other Road leading to the said Mills, called the *Knostrap*

Knothrop or *New Mills*, in *Hunslet* aforesaid, shall, at the like Costs and Charges, make one other good and substantial Archway or Viaduct over the same, of the Width of Fifteen Feet, and of the clear Height of Eight Feet above the present Surface of such Road and shall in like Manner sink the said Road, if required, and shall likewise make an additional Road or Way for the Use of the said Mills over and upon a Level with the said Railway, with a gradually sloped Ascent thereto from the *Wakefield* Road, and a Descent therefrom to the said Mills, with an Inclination not exceeding One Foot in Forty, such last-mentioned Road to be at Right Angles with the said Railway, and to be formed in such Place as the said Undertakers or their Engineers shall point out; and that it shall be lawful for the Owners and Occupiers of the said Mills at all Times hereafter to pass and repass over and along such last-mentioned Road or Way, and to carry over and along the same their Boilers, Castings, and other Articles and Machinery made or repaired or to be made or repaired at such Mills, as freely and undisturbed by any Carriages or Engines of the said Company hereby incorporated as they are now entitled to use the present Road; and further, that in passing the said Railway over a certain other Road or Way leading to the said other Mills called the *Hunslet Mills*, and to certain Wharfs adjoining thereto, and lying along the Bank of the said River *Aire* at or near such last-mentioned Mills, the said Company hereby incorporated shall and they are hereby required, at their own Costs and Charges, to make and erect one other good and substantial Archway or Viaduct over the same, of the Width of Fifteen Feet, and of the clear Height of Eight Feet above the present Surface of such last-mentioned Road, and also, if the said Undertakers shall require the same, shall cause the said last-mentioned Road to be sunk to a Depth not exceeding Four Feet below its present Level, so as to give additional Height to the Passage so to be made under the said Railway as last aforesaid, with convenient Slopes down to and from the same, not exceeding One Foot in Forty, as the said Undertakers shall direct, and shall likewise, at the like Costs and Charges, make an additional sloped Road or Way to the said Wharfs over and upon a Level with the said Railway, with a gradually sloped Ascent thereto from *Hunslet* aforesaid, and a Descent therefrom down to the said Wharfs, with an Inclination not exceeding One Foot in Forty, such last-mentioned Road to be made in such Direction and at such Place as the said Undertakers or their Engineer shall point out; and that it shall be lawful for the said Undertakers, and all other Persons using the said Wharfs, or having Occasion to pass or repass to the said last-mentioned Mills, or to the said River *Aire* at this Place, at all Times for ever hereafter to pass and repass through the said last-mentioned Passage or Archway, and over and along such last-mentioned Road or Way, with Horses, Carts, and Waggon, as they shall have Occasion, as freely and undisturbed by any Carriages or Engines of the said Company hereby incorporated as they are entitled or accustomed to use the present Road; and further, that in passing the said Railway over a certain other Road leading to a certain Stone Quarry situate in the Parish of *Rothwell*, and numbered 89 and 90 in the said Map or Plan, the said Company shall and they are hereby required, at their own Expence, to make and erect one other good and substantial Archway or Viaduct over the same, of the Width of Fifteen Feet, and of the clear Height of

Twelve Feet above the present Surface of such last-mentioned Road, and also, if the said Undertakers shall require the same, shall cause the said last-mentioned Road to be sunk to a Depth not exceeding Five Feet below its present Level, so as to give additional Height to the Passage thereunder, as the said Undertakers shall direct; and further, that in crossing a certain other Road leading to certain other Mills called *Fleet Mills*, situate in the said Parish of *Rothwell*, the said Company shall and they are hereby required, at their own Costs and Charges, to make and erect another good and substantial Archway or Viaduct over the same, of the Width of Fifteen Feet, and of the clear Height of Ten Feet at the least above the present Surface of such last-mentioned Road, and also, if the said Undertakers shall require the same, shall cause the said last-mentioned Road to be sunk to a Depth not exceeding Six Feet below its present Level, so as to give additional Height to the Passage so to be made under the said Railway as last aforesaid, with convenient Slopes down to and from the same; and further, that in crossing a certain other Road called the *Oulton Road* the said Company hereby incorporated shall and they are hereby required, at their own Expence, to divert the said last-mentioned Road so as to carry it under or over the said Railway by another good and substantial Archway or Viaduct of the Width of Twenty-five Feet and the Height of Sixteen Feet; and further, that in crossing a certain Road leading from *Fleet Mills* to *Woodrow* called the *Methley Road* the said Company shall, at their like Expence, make and erect another good and substantial Archway or Viaduct over the said last-mentioned Road of the Width of Eighteen Feet, and of the clear Height of Sixteen Feet at the least from the present Surface of such last-mentioned Road; and further, that in passing the said Railway by or through a certain other Road or Way leading to certain other Mills called the *Woodlesford Paper Mills* the said Company hereby incorporated shall and they are hereby required, at their own Costs and Charges, to make a good and substantial Bridge or Viaduct of Brick, Iron, or Stone over the said Railway, of the clear Width of Fifteen Feet at the least, with a Parapet Wall on each Side thereof of the Height of Four Feet, such last-mentioned Bridge or Viaduct to be made at such Place as shall be pointed out by the said Undertakers or their Engineer; and that the present Level of such last-mentioned Road shall not be altered, but that a properly formed Roadway and Footpath of good hard Materials, on a continued Level with the present Road, shall be made and formed upon such Bridge or Viaduct, over and along which it shall be lawful for the said Undertakers and all other Persons to pass and repass as freely and uninterruptedly as they lawfully may upon the present Road leading to the said last-mentioned Mills; and further, that wherever the said Railway Company shall intersect any of the Property of the said Undertakers, they shall, at the like Expence, properly fence off and guard the same on both Sides of the Cuttings, and for ever maintain such Fences in good Repair.

XCIH. And be it further enacted, That wherever the said Railway shall cross or intersect any Brook or Stream of Water now falling into or supplying the said Rivers *Aire* and *Calder*, or either of them, or any of the Cuts or Canals of the said Undertakers, the said Company hereby incorporated shall and they are hereby required, at their own

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Expence,

Company to
make Cul-
verts, &c.
where the
Railway
crosses any
Stream.

Expence, to cause such Brooks or Streams to be either carried over or under the said Railway, and into the said Rivers, Cuts, or Canals at their present Places, and for that Purpose proper and sufficient Culverts, Drains, or Aqueducts shall be made for the same, to the Intent that the Supply of Water to the said Rivers, Cuts, or Canals may not in any Manner be diminished or prejudiced.

Company to
keep Culverts,
Bridges, &c.
in repair.

XCIV. Provided always, and be it further enacted, That the said Company hereby incorporated shall and they are hereby required, at their Expence, to maintain the said several Bridges, Culverts, Passages, Archways, and Viaducts, which they are hereby required to make as aforesaid, in perfect Repair, and well and sufficiently drained, and where necessary fenced off; and if the said Railway shall at any Time be abandoned by the said Company, the said Company shall at their own Expence remove the said Bridges, Culverts, and Arches, Archways, and Viaducts, and all the Materials thereof, if they shall be required so to do by the said Undertakers; and in case the Bridges to be erected for the said Railway over the said Rivers *Aire* and *Calder*, or over any of the Cuts or Canals thereto belonging, or the Approaches, Side Slopes, or Banks of the said Railway near the said Rivers, Cuts, or Canals, or any of them, or any Part thereof, or the Culverts, Arches, Archways, and Viaducts to be erected by the said Company for any Brooks or Streams supplying the same, or the Archways, Bridges, or Viaducts to be erected by the said Company over or for any of such Roads or Ways, shall not be kept in good Repair, it shall be lawful for the said Undertakers to do the needful Repairs, and to recover the Amount of the Expences thereof from the said Railway Company by Action of Debt or on the Case, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*.

Company not
to make any
Deviation so
as to take or
use any of
the Lands be-
longing to
the Aire and
Calder Navi-
gation.

XCV. Provided always, and be it further enacted, That it shall not be lawful for the said Company of Proprietors hereby incorporated to make any Deviation or Extension whatever from the Course or Direction of the Line, or lower the Level of the said Railway so delineated as aforesaid, and intended to be made and constructed, where the same passes over the said River *Calder*, Cut or Canal, and projected new Channel, or over the said River *Aire*, or, save as herein-before mentioned and provided, where the same passes the said several Mills called the *Knostrop* and *Hunslet Mills* respectively, or other the Lands of the said Undertakers, or the aforesaid Roads leading to the said Mills and Wharfs, nor to carry the said Railway any nearer the said River *Aire*, or the said several Cuts or Canals adjacent thereto, than the same is now laid down or shown on the said Maps or Plans, nor to make, erect, or set up any other Bridges over, or Tunnels, Passages, Culverts, Drains, or Works under or upon the said Rivers, Cuts, or Canals, or either of them, other than such as are herein-before required or mentioned and provided for, nor shall it be lawful for the said Company to take or use or in any way damage the said Rivers, Cuts, Canals, Brooks, Streams, Dams, or Weirs herein-before mentioned, or any or either of them, or the Locks, Towing Paths, Bridges, or other Works of the said Undertakers, or any of them, or any Part or Parts thereof respectively,
without

without the Consent of the said Undertakers in Writing first had and obtained, other than and except in the Manner herein-before expressly provided for and authorized.

XCVI. And be it further enacted, That, save as herein-before mentioned and provided, nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the said Undertakers, or authorize or empower the said Company hereby incorporated to divert or alter the Course or Levels of the said Rivers *Aire* and *Calder* or either of them, or the Course of any of the Cuts or Canals which are now or shall at any Time hereafter be made or executed by the said Undertakers by virtue of the Powers of the said recited Acts, or any or either of them, or the Towing or Foot Paths thereto, or any of them, or any Part thereof, or in any Manner to obstruct the Navigation of the said Rivers, Cuts, or Canals, or any of them, or to divert, intercept, cut off, take, use, or diminish any of the Waters therein, or any Streams of Water supplying the same, or any of them, or to raise or sink any of such Rivers, Cuts, Canals, or Streams or to hinder, obstruct, or prevent the said Undertakers of the Navigation of the said Rivers *Aire* and *Calder* at any Time hereafter, and from Time to Time as and when they shall see Occasion, from further enlarging or straitening the said Rivers, or from making any such new Cuts or Canals, or making and completing the said several Cuts or Canals and other Works and Improvements to the said Navigation by the said several Acts authorized to be made or executed, in the same Manner and as fully in all respects as the said Undertakers could or might have done had not this Act been passed; provided the same shall not interfere with the Construction of or prevent the free Passage of Passengers or Goods along the said Railway for any longer Time or in any other Manner than shall be unavoidably necessary.

Rights, &c.
of the Under-
takers of the
Rivers *Aire*
and *Calder*
reserved, &c.

XCVII. Provided always, and be it further enacted, That none of the Powers or Authorities by this Act given to or vested in the said Company hereby incorporated shall be or shall be capable of being put in force or executed by the said Company in respect of the making of that Part of the said Railway which lies between the Point of Junction with a certain other proposed Railway called or intended to be called "The *York* and North Midland Railway," in the Township of *Alofts* in the said Town of *Leeds*, until the Expiration of Twelve Calendar Months next after the passing of this Act, or the End of the next Session of Parliament, whichever shall last happen.

The Line be-
tween *Leeds*
and the Point
of Junction
with the
York and
North Mid-
land Railway
not to be
commenced
before One
Year after
passing of
this Act.

XCVIII. And be it further enacted, That every Bridge which the said Railway Company shall make over the *Dearne* and *Dove* Canal or over the *Barnsley* Canal shall be of the Dimensions herein-after specified; that is to say, the Span between the Abutments, including a Towing Path Six Feet in Breadth, to be Twenty-six Feet, the Height from the Sills of the adjoining Locks, *videlicet*, the lower Sill of the Lock next above and the upper Sill of the Lock next below each Bridge, to the Spring of the Arch, to be Thirteen Feet and Six Inches, and from

Bridges over
Dearne and
Dove and
Barnsley
Canals.

from the Spring of the Arch to the under Side of the Centre to be Five Feet, making the total Height of each Bridge underneath the Centre Eighteen Feet and Six Inches.

Saving Rights
of the Dearne
and Dove and
Barnsley
Canal Com-
panies.

XCIX. Provided always, and be it further enacted, That any thing in this Act contained shall not repeal, abridge, or in anywise prejudice all or any of the Rights, Powers, and Privileges granted to or vested in the *Dearne* and *Dove* Canal Company, or to or in the *Barnsley* Canal Company, in or by the several Acts of Parliament passed in the Thirty-third Year of the Reign of His late Majesty King *George* the Third, for making the said several Canals, or in or by either of them, or which are thereby respectively granted to or vested in any Person or Persons desirous of communicating therewith respectively, but that all such Rights, Powers, and Privileges shall be and remain in the same Companies respectively, and in such Person or Persons last mentioned, as fully and effectually as if this Act had not been made; nevertheless, if in the Exercise of any such Rights, Powers, or Privileges it should become necessary to make Communications under, through, or over the said Railway, or any Embankment thereof, the same shall be made under the Direction and Superintendence of the Engineer for the Time being of the said North Midland Railway Company, but at the Costs and Charges of the Company, or Person or Persons respectively requiring the same, and shall be so made with all practicable Expedition, so that the Passage along the said Railway may not thereby be interrupted longer than is absolutely necessary.

For protect-
ing the
Cromford
Canal, and re-
gulating the
Construction
of a Tunnel,
and the Re-
pairs thereof.

C. And whereas it is intended that the said Railway shall be carried under or through a certain Aqueduct or Waterway of the *Cromford* Canal Navigation at or near a Place called *Bull Bridge*, in the Parish of *Crich* in the County of *Derby*, by means of a Tunnel, to be constructed by the said Railway Company for that Purpose; be it therefore enacted, That the said Railway Company shall and they are hereby authorized and required to construct, at their own Expence, a good, firm, and substantial Tunnel of Brick, Stone, or Iron, with proper Wing Walls, for carrying the said Railway through or under such Aqueduct, at the Place where the said Railway, as delineated on the Plan thereof deposited with the Clerks of the Peace for the several Places through which the said Railway is intended to pass, crosses or passes through or under the said Aqueduct; and that the said Tunnel shall be so constructed that the Soffit of the Arch thereof shall not be less than Eight Feet from the usual Surface of the Water of the said Canal under or through which the same shall pass, of which Five Feet shall be left as Waterway for the Navigation of the said Canal; and the said Railway Company shall, at their Expence, at all Times for ever after such Tunnel, Wing Walls, or other Works shall be erected, keep the same, and any future or other Tunnel, Wing Walls, or Works to be erected in lieu thereof, and which shall be of the like Dimensions, Capacity, and Materials as are herein-before mentioned, in good and complete Repair; and in case of any Want of Repair to the said Tunnel, Wing Walls, or other Works, and Notice thereof being given by any Agent of the said *Cromford* Canal Company to the
said

said Railway Company, their Agent or Clerk, if the said Railway Company shall not for the Space of Three Days after such Notice commence such Repairs, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said *Cromford* Canal Company from Time to Time to make all such Repairs to the said Tunnel, Wing Walls, or other Works as they may think necessary, and all the Expences thereof shall be repaid by the said Railway Company to the said *Cromford* Canal Company, upon Demand made by or on their Behalf; and in default of such Payment any Two or more of His Majesty's Justices of the Peace for the said County of *Derby* shall and they are hereby required, on Application by the said *Cromford* Canal Company or their Clerk, or other Person authorized by them, by Warrant under the Hands and Seals of the said Justices, to cause the Amount of such Expences, which shall be first settled and allowed by such Justices, to be levied by Distress and Sale of the Goods and Chattels of the said Railway Company, and to be paid to the said *Cromford* Canal Company, their Agent or Clerk, rendering the Overplus (if any), upon Demand, after deducting the reasonable Charges of making such Distress and Sale, to the said Railway Company; or otherwise the said *Cromford* Canal Company shall and may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

CI. And be it further enacted, That the said Railway Company shall not, in the constructing of such Tunnel or other Works authorized by this Act, nor by means of such Tunnel or other Works when constructed, nor in the Repair thereof, nor in the Construction of any future Tunnel or other Works in lieu thereof, obstruct the Navigation of the said Canal, or divert, cut off, use, or diminish any of the Waters thereof, or in any way interfere with or injure any of the Works of the said Canal, either by approaching too near the said Canal and weakening the Banks thereof, or otherwise; nor shall the said Railway Company take or use any of the Lands or Buildings belonging to the said *Cromford* Canal Company, or which they are or may be authorized or entitled to take under or by virtue of the Act for making the said *Cromford* Canal, except as herein provided respecting the Tunnel in or through the said Aqueduct; and it shall not be lawful for the said Railway Company, in constructing such Tunnel or other Works, to deviate from the Line or Situation of the said Railway as laid down in the Plans lodged with the Clerks of the Peace as aforesaid, nor shall the said Railway Company alter the Line or Level of the said Canal, or any Part thereof, without the Consent in Writing of the said *Cromford* Canal Company under their Common Seal first had and obtained.

Company not to obstruct the *Cromford* Canal;

nor to deviate from their own Line without Consent.

CII. And be it further enacted, That if by reason of the erecting or making the said Tunnel, or in the Execution of any Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works, or of the said Tunnel to be constructed under, through, or across the said *Cromford* Canal, or the Slopes, Banks, or Walls thereof, or if by any Act or Neglect of the said

Railway Company to pay Damages in case of obstructing the *Cromford* Canal.

Railway Company, or any of their Agents, Servants, or Workmen, the said *Cromford* Canal Navigation or the Towing Path thereof shall be so obstructed as that Boats, Barges, or other Vessels, or the Horses towing or drawing the same, cannot pass, and as often as the free Navigation of the said Canal is obstructed by the said Railway Company, or any of their Agents, Servants, or Workmen, then and in either of the said Cases the said Railway Company shall pay to the said *Cromford* Canal Company, as or by way of ascertained Damages, the Sum of One hundred Pounds for every Twenty-four Hours during which such Obstruction shall continue on the said Canal, and so in proportion for any less Time than Twenty-four Hours; and in default of Payment of the said Sum, or such Proportion thereof as shall become due, on Demand made of the Treasurer or any Officer of the said Railway Company, the said *Cromford* Canal Company may, by Action at Law, recover the same, together with full Costs of Suit, against the said Railway Company.

Saving the Rights of the *Cromford* Canal Company.

Provision for special Damages arising to the *Cromford* Canal.

Railway Company to erect Bridge over River *Dun*.

CIII. Provided also, and be it further enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the said *Cromford* Canal Company in and by the Acts relating to the said *Cromford* Canal, but saving and reserving to the said *Cromford* Canal Company all the Rights, Privileges, Powers, Authorities, and Provisions in the said Acts or either of them contained as if this Act had not been passed, save and except as is herein provided for: Provided always, that nothing herein contained shall extend to prevent the said *Cromford* Canal Company from recovering against the said Railway Company any special Damage that may be sustained by them by reason or in consequence of any Water running out of or oozing or escaping at any Time or Times from the said *Cromford* Canal into the said Tunnel, or on account of any Act, Deed, Work, or Neglect of the said Railway Company not herein provided for, and the said *Cromford* Canal Company are hereby authorized to sue for and recover such special Damage accordingly.

CIV. And whereas the said Railway hereby authorized to be made is proposed to cross Two several Cuts or Canals, and the Towing Paths thereof, in the Township of *Brinsworth*, belonging to the Company of Proprietors of the Navigation of the River *Dun*, and respectively distinguished in the Map of the said Railway deposited with the Clerk of the Peace for the said West Riding by the Numbers 85 and 90; be it therefore enacted, That for the Purpose of carrying the said Railway over the said Cuts or Canals and the Towing Path thereof the said Railway Company shall and they are hereby required, at their own Costs and Charges, to erect and build, and for ever hereafter maintain, repair, and from Time to Time rebuild, good, firm, and substantial Bridges over the same, in such Manner and of such Form or Forms as shall not at any Time or in any way or by any means injure, prevent, or obstruct the free Passage upon or along the said Cuts or Canals, Towing Paths, and Works thereto belonging; and such Bridges shall be built and constructed so that the clear Height of the Bridgeway or Openings under the Bridges to be built over the said Cuts or Canals respectively numbered 85 and 90 as aforesaid, above ordinary Surface

Water,

Water, shall not be less than Seventeen Feet in the Middle or Centre of the respective Openings under such Bridges, and not less than Nine Feet at each Side thereof, which Surface Water shall be taken to be at least Seven Feet Six Inches above the Crown or highest Part of *Rotherham* Weir; and the respective Spans of such Bridges, measuring square across from Abutment to Abutment, shall not be less than Thirty Feet for the Bridge to be built over the Cut or Canal numbered 85 on the said Map or Plan, including a Towing Path of Six Feet wide on each Side of the Waterway under the said Bridge, and shall not be less than Forty Feet for the Bridge to be provided for passing the said Railway over the said Cut or Canal numbered 90 on the said Map or Plan, including a Towing Path of Six Feet wide on each Side of the Waterway under the same; and the said Railway Company shall at all Times for ever hereafter, at their own like Costs and Charges, maintain and keep the said Bridges, and the Abutments and retaining and other Walls thereof, or any future Bridge or Bridges to be made or erected in lieu thereof, and which it is hereby enacted shall be of the like Form, Dimensions, and Capacity, and under the same Provisions and Restrictions, as is before mentioned, in good, perfect, and complete Repair; and in case it shall appear to the said Company of Proprietors, their Committee or Agent, that the said Bridges or Walls, or any Part thereof, are in want of Repair, and on Notice thereof having been given to the said Railway Company, and the said Railway Company shall not for the Space of Fourteen Days after the Service of such Notice commence to repair, and proceed therein with all reasonable Expedition until the same shall be completed, the said Company of Proprietors of the Navigation of the River *Dun*, their Committee or Agent as aforesaid, may, in case they or he shall see fit, from Time to Time repair or rebuild the said Bridges and Walls, or any of them, or any Part thereof as aforesaid, by and at the Expence of the said Railway Company: Provided nevertheless, that in case any Damage or Obstruction shall be caused, done, occur, or arise from any of the said Bridges or Walls, or any Part thereof, or from the Mode in which any Part thereof shall at any Time be executed, repaired, or rebuilt, or by the Want of Repair thereof, to or upon the said Cuts or Canals, Towing Paths, any or either of them, or other Works thereto belonging, or in case any other Obstruction or Injury is occasioned by or in consequence of the said Railway or Bridges, or Works connected therewith, they the said Company of Proprietors, their Committee or Agent, shall and may immediately and forthwith repair such Damage or remove such Obstruction by and at the Expence of the said Railway Company; and it shall be lawful for the said Company of Proprietors, or their Committee, to recover any of the Expences aforesaid from the said Railway Company; and in case of Refusal or Neglect to pay the same within Twenty-one Days after Demand thereof, any Two or more of His Majesty's Justices of the Peace for the County of *York* shall and they are hereby required, (on Application by the said Company of Proprietors, their Committee or Agent,) by Warrant under the Hands and Seals of the said Justices, to cause the Amount of such Expences to be levied by Distress and Sale of the Goods and Chattels of the said Railway Company, and to be paid to the said Company of Proprietors, their Committee, Agent, or Clerk,

Clerk, rendering the Overplus, if any, upon Demand, after deducting the reasonable Charges of making such Distress and Sale, to the said Railway Company or to their Treasurer, or may sue for and recover the same against the said Railway Company by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Railway
Company to
give Account
of Lading to
Boatmen on
River Dun.

CV. Provided always, and be it further enacted, That the said Railway Company shall from Time to Time be obliged to give to every Master, Commander, or Boatman navigating any Boat, Barge, or Vessel to or for any Part of the said intended Railway who shall demand the same, a Duplicate of the Weighing Boat, containing a just Account of the Weight of all Minerals, Goods, and Wares, and every other Species of Merchandize whatsoever, landed from or put on board such Boat or Vessel using any Part of the Line of the River *Dun* Navigation, or which has been carried or conveyed or is intended to be carried or conveyed along or upon any Part thereof, which said Duplicate every such Master, Commander, or Boatman shall, when required, be obliged to deliver to the Collector for the Time being of the said Company of Proprietors of the Navigation of the said River *Dun*, at any Place on the Line of the said River *Dun* Navigation, in order to ascertain the true Loading on board such Boat or Vessel; provided, and in case of Neglect or Refusal in delivering to such Collector for the Time being of the said Company of Proprietors of the Navigation of the said River *Dun* such Duplicate Weight Note from Time to Time as aforesaid, then the said Collector for the Time being, or such Person as he shall appoint, is hereby authorized and required to detain or prevent the passing of such Boat or Vessel through any Lock or on any Part of the Line of the said River *Dun* Navigation till such Duplicate be produced; and the said Railway Company shall at all Times give to the said River *Dun* Company and their Agents such Information as they may require to enable them to check and verify the Accuracy of such Duplicates.

Saving Rights
of the River
Dun Navi-
gation Com-
pany.

CVI. Provided always, and be it further enacted, That nothing in this Act contained shall extend, or be deemed or construed to extend, to alter, diminish, prejudice, affect, or take away any of the Rights, Privileges, Powers, and Authorities vested in the Company of Proprietors of the Navigation of the River *Dun*.

First and
other Gene-
ral Meetings.

CVII. 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 a Half-yearly General Meeting of the said Company in the Second Week of the Month of *February* and the Second Week of the Month of *August* in each and every Year, or within the Space of Twenty Days next after each of such Periods, and all such and so many Special General Meetings of the said Company as the Directors of the said Company shall think proper to convene, or as shall be convened by the Proprietors in manner herein-after provided; of which said General Meetings and Special General Meetings Ten Days public Notice at the least shall be given in manner herein-after directed; and every such Notice of a Special General Meeting shall specify the Purpose for which the
same

same is called ; and such First General Meeting and such Half-yearly General Meetings and Special General Meetings may be adjourned from Time to Time, all Adjournments being made to the same Place where the original or preceding Meeting shall have been held.

CVIII. And be it further enacted, That Fifty or more Proprietors of the said Company, holding in the Aggregate Three thousand Shares or upwards in the said Undertaking, upon which Shares all Calls actually previously made shall have been paid and satisfied, may at any Time by Writing under their Hands, left at the Office of the said Company, or given to at least Three Directors of the said Company, or left at or delivered to some Inmates of their last or usual Places of Abode, require the Directors of the said Company to call a Special General Meeting of the Proprietors of the said Company, so as such Requisition fully express the Object for which such Special General Meeting 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 Fifty or more Proprietors by giving Fourteen Days Notice thereof in Two or more *London* Newspapers, and in Two or more Newspapers published in the County of *Derby* and in the West Riding of the County of *York* respectively ; 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 the Execution of the Powers by this Act given to the said Company with respect to the Matters so specified in such Notice, and to those only ; and all Acts of the major Part in 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 herein-before appointed for holding the same.

Meetings of Proprietors may be specially convened.

CIX. 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.

CX. Provided always, and be it further enacted, That all Notices in this Act directed to be given of any General or Special General Meeting of the 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 Chairman or Deputy Chairman of the Directors of the said Company, and shall be given by Advertisements inserted in Two or more *London* Newspapers, and in Two or more Newspapers published in the County of *Derby* and the West Riding of the County of *York* respectively ; and such last-mentioned Notices, when so published and given, shall be deemed and considered the same as if personally served.

Notice of Meetings how to be given.

[*Local.*]

50 Y

CXI. And

Directing
how Sub-
scribers shall
vote at Meet-
ings.

CXI. And be it further enacted, That at all Special and General Meetings held by virtue of this Act all Persons and Corporations 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 Persons and Corporations 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 Bodies, 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,)

Form of
Proxy.

‘ *A. B.* of One of the Proprietors of
‘ “The North Midland 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 .’

Proxies to be
transmitted
to Secretary
of Company
Five Days
before the
Meeting.

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

CXIII. And

CXIII. 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 as between several Proprietors all such Proprietors shall be entitled to give their Votes in respect thereof by the Person whose Name shall so stand first in the Books of the said Company as Proprietor of such Share, and whose Vote 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 with some Inmate of the last or usual 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 such Person whose Name shall so stand first as aforesaid, and to all other the Proprietors of such Share, for all the Purposes for which such Notice is intended to be given.

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

CXIV. 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 and may vote by his Guardian or by any of his Guardians, and such respective Guardians or any of them may vote in respect of the Interest of such Minors either in Person or by Proxy: Provided always, that every such 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.

Lunatics and Minors to vote by Committees and Guardians.

CXV. 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.

Proprietors in arrear not to vote.

CXVI. 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, not less than Twelve nor more than Twenty-one Persons who shall be Proprietors, and respectively possessed in their own Right of Ten Shares in the said Undertaking, shall be elected Directors to manage the Affairs of the said Company by the Proprietors present at such Meeting, either personally or by Proxy, and of the Directors so elected as aforesaid Five shall be competent

First General Meeting to choose Directors.

competent to act; and the several Persons so to be elected, being neither removed nor disqualified nor resigning, shall continue in Office and be Directors until the Half-yearly General Meeting of the said Company which shall be held in the Month of *February* 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.

CXVII. And be it further enacted, That at the General Meeting to be held in the Month of *February* which will be in the Year of our Lord One thousand eight hundred and thirty-eight One Fourth 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 who shall be Proprietors, and respectively possessed in their own Right of Ten Shares at the least in the said Undertaking, shall be elected by the said Company to be Directors in their Place and Stead; and at the General Meeting to be held in the Month of *February* which will be in the Year One thousand eight hundred and thirty-nine One Third of the remaining Directors who shall have been so primarily elected as aforesaid (to be determined as aforesaid) shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at a General Meeting to be held in the Month of *February* which will be in the Year of our Lord One thousand eight hundred and forty, One Half of the remaining Directors who shall have been so primarily elected as aforesaid (to be determined as aforesaid) shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at a General Meeting to be held in the Month of *February* which will be in the Year of our Lord One thousand eight hundred and forty-one the remaining Directors who shall have been so primarily elected as aforesaid shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *February* in every subsequent Year One Fourth of the Directors who shall have been longest in Office shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner.

Directors going out of Office re-eligible.

CXVIII. 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 by the said Company 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.

General Meetings for choosing Directors to consist of not less than 30.

CXIX. 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 Thirty Persons present, personally or by Proxy, who shall in the whole be entitled to vote in respect of at least Two thousand Shares, no Choice of Directors shall

be made, nor shall any Business be transacted, but in such Case there shall be another Meeting of the said Company at the same Place at the Expiration of Fourteen Days from that Time; and if such sufficient Number of Proprietors, personally or by Proxy, shall not then attend thereat, such Meeting shall stand adjourned to the following Day; and in case such Number of Persons, qualified as aforesaid, shall not then be present, the Directors for the Time being shall continue to act, and have the same Powers as they had and were possessed of, until new Directors shall be appointed at the General Meeting which shall be held in the Month of *February* of the following Year.

Persons possessing at least Two thousand Shares.

CXX. 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 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 be a Member of the same Committee, and 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.

For supplying Vacancies among Directors.

CXXI. 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.

No Person holding Office capable of being a Director.

CXXII. And be it further enacted, That the Directors for the Time being of the said Company shall superintend all the Affairs thereof, and have 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, and allow

Powers and Duties of Directors.

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, although possessed of many Shares in the said Undertaking, shall have more than One Vote at any such Meeting, unless he be the Chairman of such Meeting, in which Case he shall, if there shall happen to be an equal Division, always have 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 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.

Treasurer to
give Security.

Directors
may appoint
Committees.

CXXIII. 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 do, execute, and perform all such and so many of the Matters and Things which the said Directors are hereby authorized to do as the said Directors shall think proper to delegate and confide to such Committees respectively; and it shall be lawful for the said Directors, by an Order or Resolution for that Purpose, to break up and dissolve any Committee which shall have been appointed by them, or to remove and displace any Member of such Committee, and to appoint another in his Place and Stead, when and as often as the said Directors shall think proper; 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 at all

all Meetings of the said Committees One of the Members present shall be appointed Chairman, who 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; and all Powers and Authorities which shall be confided to any such Committee under this Act shall and may be exercised by any Three of the Members present at the respective Meetings of such Committee.

CXXIV. 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 or Books to be provided and kept for that Purpose, and shall be signed by the Chairman of such respective Meetings; and such Orders and Proceedings, when so entered and signed, shall be deemed original Orders and Proceedings, and shall be allowed to be read in Evidence in all Courts, and before all Judges, Justices, and others, and that without 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.

Orders and Proceedings to be entered in a Book.

CXXV. And be it further enacted, That the said Directors shall cause a Book to be kept by a Book-keeper, who shall be expressly appointed by the said Directors for that Purpose, and who shall enter or cause to be entered in the said Book true and regular Accounts of all Sums of Money received and expended for or on account of the said Undertaking, and of the several Articles, Matters, and Things for which such Sums of Money shall have been disbursed and paid; 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 Twenty 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 Accounts to be kept.

CXXVI. 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 Half-yearly Meeting in the Month of *February* in each Year, except the Year One thousand eight hundred and thirty-seven, the Directors present at such Meeting of Directors shall choose out of the Directors of the said Company a Chairman and Deputy Chairman of the said Directors; and the Chairman for the Time being or the

Chairman and Deputy Chairman of Directors to be appointed.

the said Directors shall have the Custody of the Common Seal of the said Company : 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, to be chosen as last aforesaid, to fill such Vacancy, who 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.

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

CXXVII. And be it further enacted, That at all General and Special General Meetings of the said Company the Chairman of the said Directors, or in his Absence the Deputy Chairman of the said Directors, or in his Absence some one of the Directors of the said Company to be chosen at 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.

First Directors of the Company.

CXXVIII. And be it further enacted, That *William Beckett, Edwin Birchall, Ralph Fenwick, Thomas French, George Carr Glyn, George Goodman, James Hubbard, James Holdforth, Kirkman Hodgson, William Hood, Frederick Huth, William Leaf, William Little, James Morrison, Henry Cowper Marshall, William Leaper Newton, John Pickersgill, Thomas Benson Pease, Thomas Shann, Hatton Hamer Stansfeld, and Anthony Titley*, and the Survivors and Survivor of them, or such of them as shall continue to act, shall be the first Directors of the said Company, and shall continue in Office until the First General Meeting of the said Company to be held in pursuance of this Act ; and they the said Directors herein-before named shall and they are hereby required to fix the Time of such First General Meeting within the Limit herein-before prescribed, and to give Notice thereof in manner herein-before provided with respect to General Meetings of the said Company ; and until such First General Meeting shall be holden, and 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 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.

No Person to hold the Offices of Secretary or Clerk and

CXXIX. Provided always, and be it further enacted, That it shall not be lawful for the said Directors to appoint any Person who may be appointed Secretary or Clerk in the Execution of this Act, or the Partner of such Secretary or Clerk, or any Person in the Service or
Employ

Employ of such Secretary or Clerk or of his Partner, to be a Treasurer for the Purposes of this Act, or to appoint any Person who may be appointed a Treasurer, or the Partner of such Treasurer, or any Person in the Service or Employ of such Treasurer or of his Partner, to be Secretary or Clerk of the said Company for the Purposes of this Act; and if any Person shall accept both the Offices of Secretary or Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of such Secretary or Clerk, or in the Service or Employ of such Secretary or Clerk or of his Partner, shall accept the Office of Treasurer, or shall act as Deputy of the Treasurer, or in any Manner officiate for the Treasurer, or being the Treasurer, or the Partner of such Treasurer, or in the Service or Employ of such Treasurer or of his Partner, shall accept the Office of Secretary or Clerk in the Execution of this Act, or shall act as Deputy of such Secretary or Clerk, or in any Manner officiate for such Secretary or 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*.

Treasurer at
the same
Time.

CXXX. 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 Persons 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 Persons 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, 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 Three 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

Officers to
account.

by the Oath of any credible Witness, or by the solemn Affirmation of any Person being a Quaker, it shall appear to such Justice that any of the Monies which shall have been collected and received shall be in the Hands of or be owing from such Officer or Person, such Justice may and he is hereby empowered, upon 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 sufficient Goods or Chattels shall not be found to answer and satisfy the said Monies, and the Charges of taking and making such Distress, and of selling the same, or if such Officer or Person shall not appear before such Justice at the Time and Place appointed for that Purpose, or if appearing shall refuse or neglect to make out and deliver to such Justice such Account in Writing as aforesaid, or to produce and deliver to the said Justice the several Vouchers and Receipts relating to such Accounts, or to deliver up such Books, Papers, and Writings, or to pay the Balance due as aforesaid, then and in any of the Cases aforesaid the said Justice may and he is hereby required by Warrant under his Hand and Seal to commit such Officer or Person to some Common Gaol or House of Correction within his Jurisdiction, there to remain without Bail or Mainprize until he shall have made out and delivered such Account, and have delivered up the Vouchers and Receipts (if any) relating thereto, and 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.

Company
empowered
to make Bye
Laws.

CXXXI. 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 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 and affixed and continued on the Front or other conspicuous Part of the several Toll Houses to 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 the same shall have been so published and affixed for a Period of at least Seven Days, 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.

CXXXII. 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 Twice in every Year, that is to say, on the Thirtieth Day of *June* and the Thirty-first Day of *December*, of the Money received by or for the Use of the said Company by virtue of this Act, and of the Charges and Expences attending the making and maintaining the said Railway, and carrying on the said Undertaking, and of all other the Receipts and Expenditure of the said Company up to those Periods respectively, which Account shall be laid before the Half-yearly General Meetings of the said Company herein-before directed to be held in the Months of *August* and *February* respectively: Provided always, that if the Account so to be laid before any Half-yearly 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 Twelve 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.

Accounts to be made up half yearly.

CXXXIII. 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 Half-yearly 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 the said Undertaking; and such Dividend shall be after the Rate of so much *per* Share upon the several Shares held by the Members of the said Company in the Joint Stock thereof: Provided always, that such Dividends shall not be made oftener than quarterly, and no Dividends shall be made exceeding the net Amount of clear Profit at the Time being in the Hands

Dividend to be declared.

6° & 7° GULIELMI IV. *Cap. cvii.*

Hands of the said Company, nor whereby the Capital of the said Company shall in any degree be reduced or impaired; nor shall any Dividend be paid in respect of any Share after a Day appointed for Payment of any Call of Money in respect thereof until such Call shall have been paid.

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

CXXXIV. 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 which they are respectively entitled to, and the Amount of the Subscriptions paid thereon, and also the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered in a Book to be kept by 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 said Company the Sum of Two Shillings and Sixpence, and no more, for every such Certificate or Ticket; and such Certificate or Ticket shall be admitted in all Courts whatsoever as *prima facie* Evidence of the Title of such respective Proprietors, their Successors, Executors, Administrators, or Assigns, to the Share or Shares therein specified, 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,)

Form of Certificate.

‘ The North Midland Railway Company.
 ‘ Number
 ‘ THESE are to certify, That *A.B.* of
 ‘ is the Proprietor of the Share [*or* Shares] Number
 ‘ of the North Midland Railway Company, subject to the Rules,
 ‘ Regulations, and Orders of the said Company. Given under the
 ‘ Common Seal of the said Company the Day of
 ‘ in the Year of our Lord

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

CXXXV. 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 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 Company receiving for every such Certificate or Ticket which shall so be given or exchanged the Sum of Two Shillings and Sixpence, and no more.

Company to enter and keep List of Proprietors of Shares.

CXXXVI. And be it further enacted, That 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

of the several Proprietors of the said Undertaking, and of the several Persons and Corporations 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.

CXXXVII. And whereas by the Death of 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 when the Right of Property in any Share in the said Undertaking shall pass from any Proprietor thereof to any other Person or Corporation by any other legal Means than by a Transfer or Conveyance thereof duly made and executed as herein-before directed, a Declaration in Writing in the Form, or as near thereto as the Circumstances of the Case will admit, prescribed in the Schedule to an Act passed in the Fifth and Sixth Years of the Reign of His present Majesty, intituled *An Act to repeal an Act of the present Session of Parliament, intituled 'An Act for the more effectual Abolition of Oaths and Affirmations taken and made in various Departments of the State, and to substitute Declarations in lieu thereof, and for the more entire Suppression of voluntary and extra-judicial Oaths and Affidavits,'* 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, stating the Manner in which such Share hath been passed to such other Person or Corporation; and such Declaration shall be transmitted to 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 Company 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 Person or Corporation to whom any such Share shall have passed as aforesaid shall be entitled to receive any Part of the Profits of the said Undertaking, or to vote or exercise any of the Privileges of a Proprietor in respect of such Share: Provided always, that before any Person who shall claim any Part of the Profits of the said Undertaking in right of Marriage with any Female Proprietor shall be entitled to receive the same, or be entitled to vote in respect of any Share, a Declaration in Writing in Form aforesaid, 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

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

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the Peace, and shall be transmitted to the said Company, who shall file the same and make an Entry thereof in the Book which shall be kept for the Entry of Transfers or Sales of Shares in the said Undertaking; and before any Person or Corporation who shall claim any of the Profits of the said Undertaking by virtue of any Bequest or Will in the Course of Administration shall be entitled to receive the same, or be entitled to vote in respect of any Share, the Probate Copy of the said Will or the Letters of Administration shall be produced and shown to the said Company.

To compel
Payment of
Subscrip-
tions.

CXXXVIII. 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 refuse or neglect to pay as aforesaid the Money 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 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.

Power to pay
Subscription
in advance.

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

Interest to be
paid on the
Amount paid
in advance.

Power of
Directors to
make Calls.

CXL. 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 One hundred Pounds on any such Share, and so that no such Call shall exceed the Sum of Ten Pounds upon each Share which any Person or Corporation shall be possessed of or entitled unto in the said Undertaking, and that the total Amount of such Calls in any One Year shall not exceed Forty Pounds upon each Share, and an Interval of Two Months at the least shall elapse between the Day appointed for Payment of one Call and the Day appointed for Payment of another Call, and Twenty-one Days Notice at the least shall be given of every such Call by Advertisement inserted in Two or more *London* Newspapers and in Two or more Newspapers published in the County of *Derby* and the West Riding of the County of *York* respectively; 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 Owners 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 Owner or 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 Owner or 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 Owner 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 Hands of Two Directors, or under the Hand of the Secretary or Clerk of the said Company, that such Share hath been declared forfeited, shall have been given or sent by the Post unto or delivered to some Inmate of the last known usual Place of Abode of the Owner of such Share, nor until the Declaration of Forfeiture of the said Directors shall have been confirmed either at a General or Special General Meeting of the said Company, such General or Special General Meeting 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 Meeting 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, and together or in Lots, or in such other Manner and for such Price as they may think fit; and a Declaration in due Form of Law as aforesaid, made by some credible Person not interested,

If Calls are not so paid Interest to be charged upon them. Upon Refusal or Neglect to pay Calls, and Interest thereon the Company may sue for the same, or declare the Shares to be forfeited, and sell them, after Notice.

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 of 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 of Proceeding in reference to such Sale, but such Declaration made before some Justice of the Peace, or Master or Master Extraordinary in the High Court of Chancery, as aforesaid, 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.

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.

CXLI. 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.

Proceedings in Actions for Calls.

CXLII. 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

shall appear to be 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 Two Calendar Months from the Day appointed for Payment of the last preceding Call, or that Notice was not given as herein-before required, or that Calls amounting to more than Forty Pounds in the whole had been made in some One Year; 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 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 Persons and Corporations who shall from Time to Time become Proprietors thereof or be entitled to Shares therein, shall be *primâ facie* Evidence that such Defendant is a Proprietor, and of the Number and Amount of his Shares therein.

CXLIII. And whereas in Cases in which Proprietors of Shares in the said Undertaking shall die, or marry being Females, or become insolvent or bankrupt, or go out of the Kingdom, or shall transfer their Right and Interest therein to other Persons, and no Registers shall have been made of the Transfer thereof with the Clerk of the said Company, it may not be in the Power of the said Company to ascertain who are the Proprietors of such Shares, in order to give to them, or to their respective Executors, Administrators, Husbands, Successors, or Assigns, Notice of Calls to be made on such Shares, or to maintain Actions, Suits, or other Proceedings against them, or against their respective Executors, Administrators, Husbands, Successors, or Assigns, for the Recovery of the same; be it therefore enacted, That in all Cases where the Right of Property in any Share in the said Undertaking shall pass from the original Proprietor thereof to any other Person or Corporation by any other legal Means than by a Transfer or Conveyance thereof duly made and executed as herein provided, and such a Declaration as is herein-before in that Behalf directed shall have been transmitted to the said Company, then and in any of the Cases aforesaid, after Twenty-one Days Notice in Writing shall have been given under the Hands of Two Directors, or under the Hand of the Secretary or Clerk of the said Company, to the Person or Corporation 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 by Advertisement inserted in some Two or more *London* Newspapers and in some Two or more Newspapers published in the County of *Derby* and the West Riding of the County of *York* respectively, to pay his or their Proportion of Money to be called for, and such Person or Corporation shall not have paid such his or their Proportion as aforesaid, it shall be lawful for the said Company at any General Meeting or Special General Meeting after the Expiration of such Notice to declare every such Share to be forfeited, and in such Case the same shall become forfeited, and shall and may be sold

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

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

Shares to be deemed Personal Estate.

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

Proprietors of Shares may sell the same.

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

Form of Conveyance of Shares.

‘ 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 North Midland Railway,”
 ‘ to hold unto the said *C.D.*, his Executors, Administrators, and
 ‘ Assigns [*or Successors and Assigns*], subject to the several Condi-
 ‘ tions 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 _____

And

And on every such Sale the Deed or Conveyance (being executed by the Seller and Purchaser) shall be kept by the said Company, or by the Secretary or Clerk of the said Company, who shall enter in some Book to be kept for that Purpose a Memorial of such Transfer and Sale, and indorse the Entry of such Memorial on the said Deed of Sale or Transfer, for which Entry and Indorsement the Sum of Two Shillings and Sixpence, and no more, shall be paid to the said Company; and the said Company, or the Secretary or Clerk as aforesaid, is hereby required to make such Entry or Memorial accordingly, and, on Demand, to make an Indorsement of such Transfer on the Back of the Certificate of each Share so sold, and deliver the same to the Purchaser for his Security, for which Indorsement no more than Two Shillings and Sixpence shall be paid; and such Indorsement, being signed by the Secretary or 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.

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

Power to close Transfer Books at certain Periods.

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

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

CXLVIII. 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 and Treasurer 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

Receipt of One Proprietor of a Share a sufficient Discharge.

pany 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.

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

Railway to be free on Payment of Rates.

CL. 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 directed.

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

CLI. 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,)

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

For all Coals, Coke, Culm, Charcoal, Cinders, Building, Pitching, and Paving Stones dressed, Bricks, Tiles, Slates, Clay, Sand, Ironstone, Iron Ore, Pig, Bar, Rod, Hoop, Sheet, and all other similar Descriptions of Wrought Iron and Castings, not manufactured into Utensils or other Articles of Merchandize, the Sum of Three Halfpence *per Ton per Mile*:

For all Sugar, Grain, Corn, Flour, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, the Sum of Two-pence *per Ton per Mile*:

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

Tolls allowed to be taken by the Company on Carriages conveying Passengers or Cattle upon the Railway.

CLII. 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,)

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

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

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

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

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

CLIII. 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 Sums of Money for the Use of such Engines or other Power as the said Company shall think proper, in addition to the several other Rates, Tolls, or Sums by this Act authorized to be taken.

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

CLIV. 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 communicating therewith, 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: Provided always, that it shall not be lawful for the said Company or for any Person using the said Railway as Carriers to charge for the Conveyance of any Passenger upon the said Railway any greater Sum than the Sum of Three-pence Halfpenny *per* Mile, including the Toll or Rate herein-before granted.

Company authorized to carry Passengers, Cattle, and Goods, and to charge for the same.

CLV. 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 other Goods of a dangerous Quality, shall distinctly mark or state the Nature of such Goods on the Outside of the Package containing the same, or shall otherwise give Notice in Writing to the Book-keeper or other Servant of the said Company with whom the same shall be left, at the Time of so sending or causing the said Goods to be sent, on pain of forfeiting for every Default 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.

[*Local.*]

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CLVI. And

Passengers
may carry
Luggage
without extra
Charge.

CLVI. 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 Sixty 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, other than and except such Passenger's Articles of Clothing not exceeding the Weight and Dimensions aforesaid: Provided always, that nothing herein contained shall in any Case extend or be deemed or construed to extend to charge or make liable the said Company further or in any other Case than where, according to the Laws of this Realm for the Time being, Stage Coach Proprietors and Common Carriers would be liable, nor shall any thing herein contained extend or be deemed or construed to extend in any degree to deprive the said Company of any Protection or Privilege which either now or at any Time hereafter Common Carriers or Stage Coach Proprietors have or may have, but the said Company shall from Time to Time and at all Times have and be entitled to the Benefit of every such Protection and Privilege.

Act not to
prevent Com-
pany from
hiring loco-
motive
Engines.

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

Company
authorized to
fix the Prices
of small
Parcels.

CLVIII. 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 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.

Regulating
the Charge
for short
Distances.

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

CLX. And

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

Regulating the Charge in Cases of fractional Parts of a Ton or of a Mile.

CLXI. 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.

Power to reduce and again to raise the Rates or Tolls.

CLXII. And be it further enacted, That previous to any Reduction or Advance in the Rates or Tolls which the said Company are hereby authorized to demand, receive, and recover by way of Tonnage for the Use of the said Railway, being carried into effect, One Month's Notice at least shall be given in some One of the Newspapers of every County through which the Line of the said Railway will pass.

Notice to be given of Reduction or Advance of Tonnage.

CLXIII. 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 Persons or Company or Companies, 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.

CLXIV. And

Company
empowered
to contract
with other
Railway
Companies.

CLXIV. And whereas it would tend much to the Convenience of the Public if Railway Companies were empowered to enter into mutual Arrangements so as to avoid the Necessity of a Change of Carriages and other Delays arising from a Diversity of Interests; be it therefore enacted, That notwithstanding any thing in this Act contained it shall be lawful for the said North Midland Railway Company and they are hereby empowered from Time to Time to make and enter into any Contract or Agreement with any other Railway Company (and which Contract or Agreement all other Railway Companies are hereby empowered to make and enter into), either for the Division or Apportionment of the Rates, Tolls, and Duties, or for the Passage over or along the Railway by this Act authorized to be made of any Engines, Coaches, Waggon, or other Carriages of or belonging to any other Railway Company, or which shall pass over or along any other Line of Railway, or for the Passage over or along any other Line of Railway of any Engines, Coaches, Waggon, or other Carriages which shall belong to the said North Midland Railway Company, or which shall pass over or along their Line of Railway, upon the Payment of such Rates, Tolls, or Duties, and under such Conditions and Restrictions as may be mutually agreed upon, and also to make and enter into any other Contract with any other Railway Company that may be deemed advisable; and every such Contract may contain such Covenants, Clauses, Provisions, Conditions, and Agreements as the contracting Parties may respectively think advisable and mutually agree upon: Provided always, that no such Contract shall in any Manner alter, affect, increase, or diminish any of the Rates, Tolls, or Sums which the respective Companies Parties to such Contracts shall for the Time be respectively authorized to have, demand, receive, or recover of or from any Person or any other Company, but that all other Persons and Companies shall, notwithstanding any such Contract, be entitled to the Use and Benefit of any of the said Railways, upon the same Terms and Conditions, and upon Payment of the same Rates, Tolls, and Sums, as they would have been in case no such Contract had been entered into; nor shall any such Contract give any Preference or Advantage to any Company or Person Party thereto over any other Company or Person, but all such Companies and Persons so contracting shall notwithstanding such Contract pay the same Amount of Rates, Tolls, or Duties as shall from Time to Time be charged to other Companies or Persons not being Parties to such Contract; and no Person or Party using the said Railway shall pay or be liable to pay any greater Amount of Rate, Toll, or Duty, for or in respect of any Carriage, Passenger, Goods, Articles, Matters, or Things carried or conveyed upon or along or using the said Railway, than any of such Companies.

Providing for
the Admission
of the Traffic
of the Man-
chester and
Leeds Rail-
way on cer-
tain Portions
of the Line.

CLXV. And whereas the Line of the Railway hereby authorized to be made, and the Line of a certain other Railway now before Parliament, to be called the *Manchester and Leeds* Railway, follows the same Course from *Normanton* to *Leeds* for a Distance of Ten Miles or thereabouts, commencing and terminating at the same Points as the one hereby authorized, and it is expedient and for the Benefit of the Public that only One Line of Railway should be made for that Distance, and that an Arrangement should therefore be effected,

under the Sanction of Parliament, between the Parties promoting the said respective Lines of Railway : And whereas it has been accordingly arranged by the said Parties that the said *Manchester* and *Leeds* Railway Company shall relinquish the making of so much of their proposed Railway as leads from *Normanton* to *Leeds* ; be it therefore enacted, That only One of the said Lines of Railway shall be made from *Normanton* to *Leeds*, and no Rate, Toll, or Duty shall be payable to or received by the said Company hereby incorporated for or in respect of any Carriages, Engines, Passengers, or their Luggage, Beast, Cattle, Animals, Goods, Wares, or Merchandize, Matters and Things, conveyed or passing from the said *Manchester* and *Leeds* Railway along that Part of the Railway hereby authorized to be made which will be between the Point where the said *Manchester* and *Leeds* Railway will unite with the same at or near *Normanton* aforesaid, and the Point where it is proposed that another Railway shall diverge from the Railway hereby authorized to be made to *York* at or near *Methley*, being a Distance not exceeding Two Miles ; and the said *Manchester* and *Leeds* Railway Company shall and they are hereby authorized to demand, collect, and receive the same Rates and Tolls as are by this Act authorized to be collected and received in respect of all Carriages, Engines, Passengers, Cattle, Goods, Wares, or Merchandize so conveyed or passing from the said *Manchester* and *Leeds* Railway along the said Railway hereby authorized to be made between the Points above mentioned as the said Company hereby incorporated are authorized to collect and receive from all Persons using the said Railway ; but this Provision shall not extend to any Passengers or Goods conveyed or passing from the said Railway hereby authorized to be made to the said *Manchester* and *Leeds* Railway : Provided always, that all Carriages, Engines, Passengers, Cattle, Goods, Wares, and Merchandize conveyed or passing from the said *Manchester* and *Leeds* Railway shall from the Time of their coming upon the Railway hereby authorized to be made until they quit the same be under the Control and subject to all the Rules and Regulations of the said Company hereby incorporated.

CLXVI. 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 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 Five Pounds for every such Offence.

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

Rates or
Tolls only
payable
whilst Boards
remain.

CLXVII. 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 Boards 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.

Penalty on
Persons
defacing the
Boards.

CLXVIII. And be it further enacted, That if any Person shall wilfully pull down, deface, or destroy any Board which shall have been set 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 Five Pounds for every such Offence.

For prevent-
ing Toll Col-
lectors mis-
behaving.

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

Recovery of
Rates or
Tolls.

CLXX. 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 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 being upon the Premises of the said Railway Company, and detain the same until such Payment shall be made, together with all reasonable Charges for such Seizure and Detention; and if such Goods, Articles, and Things shall not be redeemed within Twenty-one Days next after the taking thereof, the same shall be appraised and sold, and such Rates, Tolls, and Charges satisfied thereout, as the Law directs in Cases of Distress for Rent.

CLXXI. And be it further enacted, That the respective Owners or Persons having the Care of Carriages passing or being upon the said Railway shall give 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 Weight, and so in proportion for any less Quantity of Goods than a Ton or Five Hundred Weight, as the Case may be, which shall be in or upon such Carriage of which such Account shall be so neglected or refused to be given, or concerning which such Bill of Lading 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, over and above the Rate or Toll to which such Goods or Things may be liable.

Owners of Carriages to give Account of Lading.

CLXXII. And

Weight of
Goods ascer-
tained.

CLXXII. 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 Weights shall be deemed One Ton; and as respects Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, 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.

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

CLXXIII. 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, or in the Case of a Quaker Affirmation, of any credible Witness, to have arisen from or by such Detention; but in case it shall at any Time be made appear to such Justice, upon the Complaint of the said Company, and upon the like Oath or Affirmation, that such Detention, and examining, weighing, measuring, or gauging, was without reasonable Ground or Belief, or that it was vexatious on the Part of such Collector or other Officer as aforesaid, then such Collector or other Person as aforesaid shall himself pay the Costs and Expences of such examining, weighing, measuring, or gauging, and shall also pay to such Owner or Person, or to the respective Owners of such Goods, Articles, or Things as aforesaid, such Damage as shall appear to such Justice to have arisen from such Detention; and in default of immediate Payment thereof by the said Company, or by
such

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).

CLXXIV. 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 or Affirmation 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.

For settling Disputes about the Amount of Rates or Tolls.

CLXXV. 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 Person or Corporation, for any Term which they shall think proper, not exceeding Seven 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: Provided always, that public Notice of the Intention to let the said Rates and Tolls, or the Part thereof intended to be let, shall be given by the said Company by Advertisement to be inserted in some One or more *London* Newspaper or Newspapers and in some One or more Newspaper or Newspapers published in the County of *Derby* and in the West Riding of the County of *York* respectively, at least Fourteen Days prior to any Meeting of the said Company or of the said Directors at which it may be intended that the said Rates and Tolls shall be let as aforesaid.

Company empowered to lease the Rates or Tolls.

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CLXXVI. And

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

CLXXVI. 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 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, or at any of such Toll Houses, Offices, Weighing Machines, or Buildings which shall be or have been in the Possession or Occupation of such Collector or Person, such Demand in Writing to be signed by any Two or more of the said Directors, or by the Secretary or Clerk for the Time being of the said Company; 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 Secretary or Clerk for the Time being of the 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.

CLXXVII. And

CLXXVII. 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 Four-pence *per Ton per Mile*; and no Piece of Timber, Stone, Machinery, or other Article exceeding the Weight of Eight Tons, including the Weight of the said Carriage, shall be carried upon any Part of the said Railway without the special Licence of the said Company, and for the Tonnage of which the said Company are hereby authorized to demand, receive, and recover such Sum as they may deem proper.

Weights allowed to be carried on Railway.

CLXXVIII. And be it further enacted, That it shall be lawful for the said Company from Time to Time to make such Orders and Regulations as they shall think proper for regulating the travelling upon and Use of the said Railway, and the Times when the same shall be open for Use, and for or relating to Travellers and Carriages passing upon the said Railway, and for or relating to the Mode or Means by which and the Speed at which such Carriages shall from Time to Time be moved or propelled, and the Times of their Departure 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 or across and using or working the said Railway and other Works by this Act authorized, or in anywise relating thereto respectively; and all such Orders and Regulations shall be published and affixed in like Manner as herein-before directed with regard to the Bye Laws of the said Company, and shall be binding upon and be conformed to by the said Company, and by all Owners of and Persons having the Care or Conduct of such Carriages, and by all Persons using or working 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, 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.

Company to regulate the Passage on Railway.

CLXXIX. And be it further enacted, That no Carriage shall pass along or be upon the said Railway or any Part thereof, or the Works connected

Carriages not to be used unless con-

structed as
directed by
the Com-
pany.

connected therewith, (except in directly crossing the same as herein authorized for the Occupation of the respective Lands through which such Railway shall be laid, or in passing any public or private Carriage Road which may happen to cross the said Railway,) unless such Carriage shall at all Times, so long as it shall be used or shall be on the said Railway and Works or any Part thereof, remain and be of such Construction and in such State and Condition as the Rules and Regulations of the said Company may from Time to Time or at any Time require (and which Rules and Regulations the said Company are hereby expressly authorized to make and wholly or partially alter or revoke from Time to Time, with Power to make new Rules and Regulations from Time to Time in lieu of or in addition to any former Rules and Regulations): Provided always, that all the Rules and Regulations which the said Company may from Time to Time make in regard to such Carriages shall, before they shall have any Effect as Rules and Regulations, be published once in some One Newspaper of every County through which the said Railway shall pass; and such Publications as aforesaid shall be deemed and taken to be sufficient for all Purposes, and to be express Notice of all such Rules and Regulations to all Persons and Companies whomsoever; and the Production of a Newspaper of each of the said Counties, containing a Notice purporting to be a Notice of the Rules and Regulations of the said Company, shall for all Purposes be considered sufficient Evidence of the due making and Publication of such Rules and Regulations: Provided also, that if any Dispute shall at any Time and from Time to Time arise between the said Company, and the Owner of any such Carriage as to the original Construction, or as to the State or Condition from Time to Time or at any Time of any such Carriage, in reference to the then past or existing Rules and Regulations of the said Company, such Disputes shall from Time to Time, when and as they may arise, be immediately referred to Three indifferent Persons, one to be appointed by the said Company, and another by the Owner of any such Carriage, and the Third to be appointed by the one so first appointed previous to their entering on the Business of the Reference, and the Decision in Writing of such Three Arbitrators and their Umpire, or of any Two of them, (as the Case may be,) shall be final and conclusive; and if either the said Company or the said Owner shall, for Ten Days after being so required in Writing by the other of them, neglect or refuse to appoint a Referee to act on their or his Behalf, then the Referee of the other Party may alone make a final Decision in Writing, and such Award or Decision shall, upon Proof of the Signatures thereto, be admitted in all Courts, and before all Judges, Justices, and others, as sufficient Evidence for all Purposes whatsoever of all the Facts therein stated; and if any Carriage not constructed according to the then Rules and Regulations of the said Company, or not from Time to Time or at any Time being in the State and Condition which the Rules and Regulations of the said Company in existence at that Time may require, shall pass or be upon any Part of the said Railway or the Works connected therewith (except as aforesaid), the Owner thereof, or his Servant or any One of his Servants, having for the Time being the Charge of any such Carriage, shall forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds for every such Offence.

CLXXX. 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 Fourteen Days after Notice given to them by any Person desirous of bringing any such Engine on the said Railway, to cause their Engineer or other Agent 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 be lawful for the said Company from Time to Time, when any Engine is out of Repair or unfit to be used upon the said Railway, to order the same to be taken off, or to forbid the same to be used upon the said Railway; and in case any Person shall bring or use upon the said Railway any locomotive or other Engine, or any other moving Power, without having first obtained such Certificate of Approval as aforesaid, or in case, after Notice given by the said Company to remove from or not to use upon the said Railway any such Engine as aforesaid, the Person to whom such Engine shall belong shall not forthwith remove the same, or shall use any such Engine upon the said Railway without having first repaired the same to the Satisfaction of the said Company, 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.

Engines used on Railway to be approved by Company.

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

Locomotive Engines to consume their own Smoke.

CLXXXII. 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

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

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or

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 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 the Number thereof, and also the Name and Place of Abode of the Owner thereof, entered with the Secretary, Clerk, or other Officer of the said Company appointed for that Purpose, or without having such Name, Place of Abode, Number, Weight, and Gauge marked upon each such Carriage as herein-before directed, or who shall alter, erase, deface, or hide such Name, Place of Abode, Number, Weight, or Gauge, or any of them, or any Part thereof, or shall 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.

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

CLXXXIII. 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 or in the Case of a Quaker the Affirmation of some credible Witness, pay to the said Company or to the Person injured, as the Case may be, the Damages, to be ascertained by such Justice, so that the same do not exceed the Sum of Twenty Pounds, and also shall, over and above such Damages, forfeit and pay to the Informer any Sum not exceeding Forty Shillings, and all Costs, Charges, and Expences attending such Conviction; all which Damages, Penalties, Costs, Charges, and Expences shall be levied by Distress and Sale of the Goods and Chattels, if any can be conveniently found, of the Owner of such Carriage, by Warrant under the Hand and Seal of such Justice; and the 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; and in case no sufficient Distress can be conveniently found, then
such

such Owner shall be committed to Prison as herein-after directed with respect to Persons who are convicted in any Penalty, and have no sufficient Goods whereon such Penalty may be levied; but if the Value or Amount of such Trespass, Damage, or Mischief shall exceed the Sum of Twenty Pounds, the Owner of such Carriage, his Executors or Administrators, may be sued and prosecuted for the same in any of His Majesty's Courts of Record, and if a Verdict or Judgment shall be given against him, either upon Proof made, or by Default, or upon Demurrer, the Plaintiff in any such Case shall recover his Damages sustained as aforesaid, with full Costs of Suit.

CLXXXIV. 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 or in the Case of a Quaker Affirmation made by such Owner of the Payment by him of such Penalty and Satisfaction or either of them (as the Case may be), and that the same hath not been repaid to him by such Servant, although demanded, (such Oath or Affirmation being made before some Justice of the Peace for the County, Riding, 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 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, Riding, or Place, there to remain without Bail or Mainprize for any Time not exceeding Three Calendar Months.

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

CLXXXV. 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 in directly crossing the same at Places to be appointed for that Purpose, or for the necessary Occupation as aforesaid of the respective Lands through which the said Railway shall pass,) every Person so offending shall

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

forfeit

forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Owners and Occupiers of adjoining Landstocross Railway without Payment of Toll.

CLXXXVI. 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.

Right of such Owners and Occupiers to cross the Railway to cease when proper Communications made.

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

Penalty on Persons on Foot using Railway.

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

CLXXXIX. 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, or shall extinguish any Light or Lamp set up on or near the said Railway or other Works (unless by Authority of the said Company), or 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.

free Course of
the Railway.

CXC. And be it further enacted, That if any Person shall wilfully, maliciously, and to the Detriment of the said Undertaking or of the said Company, injure, break, throw down, destroy, steal, or feloniously take away any Part of the said Railway or other Works erected or made by virtue of this Act, or any Part of the Materials of any such Works, 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.

Penalty on
destroying
Works.

CXCI. 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 is now by Law 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 or less than Ten Shillings.

Punishment
of Persons in
the Service
of the Com-
pany for
Drunkenness.

CXCII. 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 Person or Corporation 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, embezzled, removed, or carried away, to allege that the same were so feloniously taken, stolen, embezzled,

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

[Local.]

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removed,

removed, or carried away (as the Case may be) from the said Company; and it shall be sufficient, on the Trial or Hearing of any such Indictment, Information, or other legal Proceeding, to prove that at the Time when such Goods, Chattels, and Property respectively were so feloniously stolen, taken, or embezzled, or so damaged, destroyed, or injured, or 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 Person or Corporation having deposited the same with the said Company, without any other Proof of Property.

Penalty for obstructing the Railway by over-loading &c.

CXCIII. 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 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.

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

CXCIV. 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 Two or more Justices of the Peace for the County,

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

CXCV. 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 Twenty-one Days after Demand in Writing shall have been made upon the said Company in pursuance of the Direction or Order made by such Justice, and in which Demand the Order of such Justice shall be 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.

CXCVI. 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 Moiety to the Informer, and the

Recovery and Application of Penalties.

the Remainder to the said Company, for the Use and Benefit of the said Company, unless such Penalties or Forfeitures shall be incurred by the said Company, in which Case the same shall be paid, One Moiety to the Informer, and the Remainder to the 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 of the Peace for his Appearance before such Justices, or before some other Justices of the Peace having Jurisdiction, at such Time as shall be appointed for the Return of such Warrant of Distress (such Time being not more than 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, Riding, 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 the Recovery of Penalties.

CXCVII. And be it further enacted, That in all Cases in which by this Act any Penalty or Forfeiture is made recoverable by Information before any Justice of the Peace it shall be lawful for the Justice of the Peace 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.

CXCVIII. And

CXCVIII. And be it further enacted, That it shall be lawful for any Officer or Agent of the said Company, such Person being a Special Constable duly appointed as herein-after provided, 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, Riding, 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 Offenders whose Names and Residences are unknown.

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

Form of Information.

‘ to wit. } BE 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 of Conviction.
 ‘ 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.’

CC. And be it further enacted, That it shall be lawful for Two or more Justices of the Peace acting within their Jurisdiction from Time to Time to appoint such fit and proper Persons as shall be nominated to them by any Three of the Directors of the said Company 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 Declaration in due Form of Law, as herein-before provided, before the said Justices of the Peace, duly to execute the Office of a Constable for the said Premises; and every Person so appointed as aforesaid shall, after the making of such Declaration, have Power to act as a Constable for the Preservation of the Peace, and for the Security of Persons and Property against

Justices to appoint Special Constables.

Felonies and other unlawful Acts, within the Limits of the said Premises, 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 Justices or any Three or more Directors of the said Company to dismiss or remove any such Constable from his Office of Constable; and upon every such Dismissal or Removal all Powers, Authorities, Protections, and Privileges by virtue of such Appointment as aforesaid vested in any Person so dismissed or removed shall wholly cease.

General Power to Justices to administer Oaths.

CCI. 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 or to receive the Affirmation of any Person before he shall be examined by or before such Justice.

For compelling Witnesses to attend.

CCII. And be it further enacted, That if any Person who shall be summoned as a Witness to attend and give Evidence before any Justice 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 or (in the Case of a Quaker) on Affirmation, 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.

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

CCIII. 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 have been received by the said Company, or which would have been received by them for the Use of the said Railway in respect of such Passengers, Cattle, or other Animals, Goods, Wares, or Merchandize, Articles, Matters, or Things, if carried by any other Party or Parties; and the Overseers of the Poor of the several Parishes and Townships through which the said Railway shall pass shall have free Access to and Liberty to inspect the same at any Time during the first Fourteen Days in the Months of *February* and *August* in each Year.

CCIV. And

CCIV. And be it further enacted, That all Persons and Corporations who may think themselves aggrieved by any Bye Law, Order, or Rule of the said Company or of the said Directors, or by any Order or Judgment made or given in pursuance thereof, and also the said Company and all other Persons and Corporations 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 Order, Judgment, or Determination shall have been made or given, appeal to the Justices of the Peace at any General or Quarter Sessions to be held for the County 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 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, confirm, alter, or annul any such Order or 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.

Persons
aggrieved
may appeal
to Quarter
Sessions.

CCV. And be it further enacted, That in all Cases in which it may be necessary for any Person or Corporation to serve any Summons or Demand, or any Notice, or any Writ or other Proceeding at Law or in Equity, upon the said Company, personal Service thereof upon the Secretary or Clerk of the said Company, or leaving the same at the Office of the said Company, or of the Secretary or Clerk, or delivering the same to some Inmate at such Office of the Company, or at the last or usual Place of Abode of such Secretary or Clerk, 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 Place of Abode of such Agent or Officer, shall be deemed good and sufficient Service of the same respectively on the said Company.

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

CCVI. And be it further enacted, That in all Cases in which it may be necessary for the said Company to serve any Summons or Demand, or any Notice, or any Writ or other Proceeding at Law or in Equity, or otherwise, upon any Person or Corporation, under the

Declaring
what shall be
good Service
or Notice by
the Company.

Provisions

Provisions of this Act, personal Service thereof respectively upon such Person, or upon some Member or upon the Clerk or other Officer of such Corporation, or delivering the same to some Inmate of the last or usual Place of Abode of such Person, or of such Member, Clerk, or other Officer of such Corporation, or at the Office of such Clerk or other Officer, shall be deemed good and sufficient Service of the same respectively upon such Person or Corporation (as the Case may be), except in Cases in which any other Mode of Service is by this Act particularly directed: Provided always, that every Summons, Demand, or Notice, or other Document requiring Authentication by the said Company, may be signed by One Director or by the Secretary or Clerk 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.

How Debts
may be
proved in
Cases of
Bankruptcy.

CCVII. 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 Secretary or Clerk or Treasurer of the said Company for the Time being may do all the same Acts, and have and exercise all the same Powers and Privileges, as to the Establishment or Proof of Debts, voting in Choice of Assignees, signing Certificates, and other Matters and Things in respect of or relating to the Claim or Demand of the said Company, as any Person being a Creditor of such Bankrupt or Insolvent, or a Claimant against his Estate, could have or exercise in respect of his Debt or Claim.

Directors
empowered
to grant
Releases to
Witnesses.

CCVIII. And be it further enacted, That in all Actions, Suits at Law or in Equity, and in all Proceedings under this Act or otherwise, against or by or on behalf of the said Company, and in all Arbitrations, References, or other Proceedings in or consequent upon or arising out of any such Actions, Suits, or Proceedings, it shall be lawful for any Two or more of the Directors of the said Company to make, sign, seal, execute, and deliver such general or other Releases as may be or may be deemed necessary for the Purpose of 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.

Authenti-
cated Bye
Laws to be
Evidence.

CCIX. And be it further enacted, That in all Cases of Prosecution for Offences against any of 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 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.

CCX. And be it further enacted, That where any Distress shall be made for any Money to be levied by virtue of this Act, the Distress itself shall not be deemed unlawful, nor shall any Party making the same be deemed a Trespasser, on account of any Defect or Want of Form in the 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. Distress not unlawful for Want of Form.

CCXI. And be it further enacted, That no Proceeding to be had or taken in pursuance of this Act shall be quashed or vacated for Want of Form, or be removed by Certiorari, or by any other Writ or Proceeding whatsoever, into any of His Majesty's Courts of Record at *Westminster* or elsewhere, any Law or Statute to the contrary notwithstanding. Proceedings not to be quashed for Want of Form.

CCXII. 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 Limitation of Actions.

[*Local.*] 51 K find

find for the Defendant; upon which Verdict, or if the Plaintiff shall become nonsuited, or shall suffer a Discontinuance of his Action, Suit, Information, or other Proceeding after the Defendant shall have appeared thereto, or if a Verdict shall pass against the Plaintiff therein, or if upon Demurrer or otherwise Judgment shall be given against the Plaintiff, the Defendant shall have his Costs, and shall have such Remedy for recovering the same as Defendants have for recovering Costs of Suit by Law in other Cases.

Plaintiff not
to recover
after Tender
of Amends.

CCXIII. 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
answerable
for Acts le-
gally done as
Directors.

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

For the In-
demnity of
the Directors.

CCXV. 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.

CCXVI. 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.

Provision for
Deficiencies
of Land Tax.

CCXVII. And whereas the probable Expence of making the said Railway and the other Works hereby authorized will amount to the Sum of One million five hundred thousand Pounds, and the Sum of One million two hundred thousand Pounds and upwards, or Four Fifths thereof, has been already subscribed for by several Persons, under a Contract binding themselves, their Heirs, Executors, Administrators, and Assigns, for the Payment of the several Sums by them respectively subscribed for; be it therefore enacted, That the whole of the said Sum of One million five hundred thousand Pounds shall be subscribed for in like Manner before any of the Powers given by this Act in relation to the compulsory taking of Land for the Purposes of the said Railway shall be put in force.

The whole of
the Expence
to be sub-
scribed for
before the
compulsory
Powers of
the Act are
put in force.

CCXVIII. Provided always, and be it further enacted, That a Certificate under the Hand and Seal of any Justice of the Peace for the County of *Derby* or the West Riding of the County of *York*, that the whole of the said Sum of One million five hundred thousand Pounds hath been subscribed as aforesaid (and which Certificate such Justice is hereby authorized and required to grant, on Application made to him by the said Company, and on Production of the Subscription Deed of or relating to the said Company,) shall for all

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

Purposes

Purposes whatsoever be conclusive Evidence that the whole of the said Sum of One million five hundred thousand Pounds has been subscribed.

Enabling the
Company to
sell Lands
not wanted.

CCXIX. And whereas by means of the Purchases which the said Company are empowered or are required to make by virtue of this Act they may happen to be seised or possessed of more Lands 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 from the passing of this Act, to contract for and to sell, and by any Deed under their Common Seal, and for such Considerations as they may deem reasonable, to convey to the Purchasers thereof, any Part of such superfluous Lands, 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 Contracts, Sales, and Conveyances from the said Company shall be valid and effectual to all Intents and Purposes: Provided always, that the said Company, before they shall dispose of any such superfluous Lands, shall first offer to sell the same to the Person or to the several Persons whose Lands or Premises shall immediately adjoin the Lands so proposed to be sold, such Persons, or their accredited or known Agents, 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 and Intention 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 and Intention 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 Declaration in due Form of Law as herein-after provided, made before a Master or Master Extraordinary in the High Court of Chancery, or before any Justice of the Peace for the County, Riding, or Place where such Lands may be situate, by some Person not interested in such Lands, stating that the Person entitled to such Right of Pre-emption, or his accredited or known Agent, 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

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.

CCXX. 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 any Two Directors of the said Company, or for the Secretary or Clerk or any Officer appointed by the said Directors for the Purpose, to sign and give a Receipt for the Money so paid, which Receipt shall be a sufficient Discharge to all Persons for the Purchase Money for such Lands 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.

Company,
upon Pay-
ment of
Money, to
give Receipt.

CCXXI. 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 or Premises hereby 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 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 and Premises, by the said Company or their Successors, and all claiming under them, unless except and so far as the same shall be restrained and limited by express particular Words contained

The Word
"grant" in
Conveyances
from the
Company to
amount to
certain Cove-
nants.

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.

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

CCXXII. And be it further enacted, That in case the Money hereby authorized to be raised by Subscription as herein-before mentioned shall be found insufficient for the Purposes of this Act, 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 additional Sum, not exceeding in the whole the Sum of Five hundred 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 a Copy of the Order of any General or Special General Meeting of the said Company, authorizing the borrowing of any such Sum of Money, certified by One Director or by the Secretary or Clerk of the said Company to be a true Copy, shall be sufficient Evidence of the Money authorized to be raised by Subscription being insufficient for the Purposes of this Act, and of the making of the Order for raising such additional Sum of Money; and all which 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,)

‘ North Midland Railway Company.

Form of
Mortgage.

‘ 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 North Midland Railway Company,”
‘ incorporated by and under the said 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, Ad-
‘ ministrators, 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.

‘ 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 of the Date of any such Order of Meeting, or Priority in 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 Twenty-one Days next after the Date thereof be entered in some Book to be kept by the Secretary or 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 specified, and may be in the Words or to the Effect following; (that is to say,)

‘ 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 North Midland 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-eight Days after the Arrival thereof in *England* if executed elsewhere, be produced to the Secretary or Clerk of the said Company, who shall cause an Entry or Memorial to be made thereof in the same Manner as of the original Mortgage or Assignment, for which the said Company 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.

Transfers to be entered by the Secretary or Clerk.

CCXXIII. And be it further enacted, That in case the said Company at any Special Meeting to be called as in this Act is directed, instead

Power to increase the Capital Stock

by the Issue
of new
Shares.

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

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

CCXXIV. And be it further enacted, That the Interest of the Money which shall be raised by any such Mortgage, Assignment, or Charge 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 *Derby* or for the West Riding of the County of *York* respectively, not being interested in the Matter in question, and they are hereby respectively required, on Request to them made by or on behalf of any Mortgagee or Assignee of a Mortgagee whose Interest shall be so in arrear, by 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 Interest so due and unpaid as aforesaid; and the

Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the 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 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*.

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

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

CCXXVII. And be it further enacted, That where no Time shall be fixed for the Repayment of any Sum of Money borrowed under the Authority of this Act the Party entitled to any such Mortgage or Assignment may and he is hereby authorized to demand Payment of the Principal Monies thereby secured, with all Arrears of Interest, at the Expiration or at any Time after the Expiration of Twelve Calendar Months from the Date of such Mortgage or Assignment, upon giving Six Calendar Months Notice in Writing to the Secretary or Clerk of the said Company for the Time being: Provided nevertheless, that the said Company may at all Times pay off and discharge all such Mortgages or Assignments in which no Time shall be fixed for the Payment thereof, or any Part of the Money thereby secured, on giving Six Calendar Months Notice in the *London Gazette* and in Two or more Newspapers circulated in *London*, and in Two or more Newspaper or Newspapers published in the County of *Derby* and the West Riding of the County of *York* respectively; and at the Expiration of the said Six Calendar Months all Interest shall cease to be paid on the said Principal Money, unless the said Company shall, on Demand, make default in the Payment thereof in pursuance of such Notice. Holders of Mortgages or Assignments for Money borrowed for unlimited Periods may demand Payment after Twelve Months from their Date. Directors may pay off such Mortgages on giving Six Months Notice.

[*Local.*]

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CCXXVIII. And

For securing
Repayment
of Principal
Money
borrowed.

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

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

CCXXIX. 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, Assignment, or Charge as aforesaid, and shall afterwards pay off all or any Part thereof, then and in every such Case it shall be lawful for the said Company, immediately or at any Time 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 Five hundred 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.

If Land not
contracted
for within
Two Years,
the Power

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

to take Property on Compulsion to cease.

CCXXXI. And be it further enacted, That in case the said Railway and Works shall not have been made and completed (unless prevented by inevitable Accident) within the Space of Seven Years, to be computed from the passing of this Act, then from and after the Expiration of the said Term of Seven Years all the Powers, Authorities, and Privileges given by this Act shall 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 *Derby* or of the West Riding of the County of *York* assembled at any General or Quarter Sessions of the Peace to be held in and for the said County or Riding 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 to be produced before such Justices for that Purpose.

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

CCXXXII. 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 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.

If Railway abandoned, the Land to vest in the Owners of adjoining Lands.

CCXXXIII. Provided always, and be it further enacted, That nothing herein contained shall extend, or be construed, deemed, or taken to extend, to exempt the Railroad to be formed under or by virtue of the Powers in and by this Act contained and given from the Provisions of any General Act or General Acts for the Regulation of Railroads which may be passed before the Expiration of One Year from the passing this Act, if Parliament shall be sitting at the Expiration of such Period of One Year, or (if Parliament shall not then be sitting), before the End of the then next Session of Parliament.

Railway to be subject to the Provisions of any General Act to be passed for the Regulation of Railways.

CCXXXIV. And

4648

6° & 7° GULIELMI IV. *Cap. cvii.*

Public Act.

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

The

The SCHEDULE to which the foregoing Act refers.

COUNTY OF DERBY.

Parish of St. Alkmund, Derby.

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
Trustees of the late Thomas Bainbrigge and Derby Canal Company.	- - -	James Fairbanks - -	House and Garden.

Parish of St. Alkmund, Township of Little Chester.

The Corporation of Derby -	- - -	Ann Leech - - -	Pasture and Hovel.
Ditto - - -	- - -	John Bromley - - -	Ditto.
William Knight, Thomas Wallis.	- - -	In hand, and unoccupied -	Three Houses and Gardens.

Parish of Breadsall.

Reverend Henry Robert Crewe and Sir George Crewe.	- - -	Thomas Ford - - -	Osier Bed (Glebe).
Sir George Crewe - -	- - -	Elizabeth Houghton - -	Pasture and Hovel.

Parish of Allestree.

John and Thomas Bailey -	- - -	H. Bailey - - -	Pasture and Hovel.
Joseph Morley - - -	- - -	In hand - - -	Ditto.
Miss Mary Radford - -	- - -	In hand - - -	Ditto.

Parish of St. Alkmund, Township of Little Eaton.

Miss Mary Radford - - -	- - -	In hand - - -	Pasture and Hovel.
John Tempest - - -	- - -	William Tempest - - -	Pasture, Hovel, and Rick-yard.

Parish of Duffield.

Lord Scarsdale - - -	- - -	William Tempest - - -	Pasture and Hovel.
George Cooper - - -	- - -	In hand - - -	Ditto.
William Tempest - - -	- - -	Peter Sowter - - -	Ditto.
Trustee of George Colville -	- - -	James Poyser - - -	Ditto.
Ditto - - -	- - -	John Turner - - -	Ditto.
Reverend W. Barber and Bishop of Lichfield.	- - -	Thomas Ward - - -	Ditto.
Ditto - - -	- - -	Ditto - - -	House and Outbuildings (Glebe).
Ditto - - -	- - -	Ditto - - -	Garden.
Lord Scarsdale - - -	- - -	Sarah Sowter - - -	Cottage and Garden.
Trustee of George Colville -	Aaron Bendall	Aaron Bendall and William Ogden.	Two Cottages, Orchard, and Garden.
Ditto - - -	- - -	Thomas Frost, Charles Litchfield, and Mary Davis.	Three Cottages.

[Local.]

Owner or reputed Owner,	Lessee.	Occupier.	Description of Property.
Trustee of George Colville	- - -	William Ogden, Thomas Frost, Charles Litchfield, Mary Davis, and John Meynell.	Five Gardens.
Ditto	- - -	James Rodgers	Plantation.

Parish of Duffield, Township of Makeney.

Messieurs Strutt	- - -	Anthony Strutt	Shrubbery.
Ditto	- - -	John Wheatcroft	Entrance Lodge.
Ditto	- - -	William Hare, William Walker, Thomas Saunders, Anthony Wigley, and John Brookes.	Five Cottages and Garden Ground.
Ditto	- - -	In hand	Mill and Premises.
George Morris Bradshaw	- - -	John Briggs	Orchard.
Anthony Strutt	- - -	Elijah Smith, Thomas Chard- low, William Wheatcroft, John Gregory, and William Leam.	Five Cottages, Garden, and Workshop.
John Bates	- - -	Samuel Morrell	Cottage and Garden.
Ditto	- - -	Self, Millicent Woolley, and Joseph Gilliver.	Cottages and Garden Ground.
Messieurs Strutt	- - -	John Hicking, and Two un- occupied.	Three Cottages and Garden Ground.
Henry Mold	- - -	William Webster, Samuel Sadler junior, George Webster, Anthony Frost.	Nailer's Shop and Gar- den Ground.
Messieurs Strutt	- - -	John Bates, Thomas Saun- ders.	Garden Ground and Waste.
G. M. Bradshaw	- - -	John Briggs	Ditto.
Mary Sims	- - -	Henry and Mary Sims	Two Houses, Garden, and Brewhouse.
Trustees of Road from Mil- ford to Belper.	- - -	John Mansfield, and One un- occupied.	Two Toll Houses.
Thomas Turner	- - -	Self, William England, and John Whitmore.	One House and Work- shops.
Ditto	- - -	John Mosley	Waste and Stone Quarry.
Ditto	- - -	Self and John Whitmore and Mary Coates.	Three Houses and Gar- den.
Rachael Halley	- - -	In hand	House and Garden.
Messieurs Strutt	- - -	Matthew Beastall and Mat- thew Hobson.	Garden Ground.

Parish of Duffield, Townships of Makeney and Belper.

Messieurs Strutt	- - -	Matthew Beastall	Garden.
Ditto	- - -	Matthew Hobson, John Hunt, Lydia Marsden, Daniel Yeoman, J. Bireh, Hannah Randall, Samuel Swaine, German Sims, Samuel Bradbey, S. Bun- ting, R. Evans, Friend Gregory, Job Doxey, Richard Correll, Thomas Wetton, S. Doxey, J. Cheetham, J. Harrison, J. Taylor, J. Bag- hurst, J. Woodward, J. Alsop, S. Dawson, W. Woodward, Lydia Stone, William Staley, Joseph Robinson, William Stubbs, Thomas Randall, Joseph Knight, Charles Bott, Ben- jamin Ball, Adam Crick, James Sanders, Obediah Bennett, Paul Spencer, Matthew Peat, Thomas Wooley, James Wragg, and Isaac Slack.	Garden Ground, Waste, and Pathway.

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
Messieurs Strutt - - -	- - -	Henry Swinscoe, Samuel Wood, G. Sellers, Christopher Hall, J. Wood, J. Alsop, S. Sadler senior, J. Hall.	Eight Houses, Yard, and Garden Ground.
Sir R. P. Joddrell - - - Messieurs Strutt - - -	- - - - - -	William Yates - - - Hannah Randall, Joseph Robinson, Samuel Swaine, James Mather, James Brookes, John Hunt, William Stubbs, Lydia Stone, William Lemon, Thomas Randall, Samuel Hall, Joseph Eyre, E. Brindley, Hannah Beresford, Joseph Birch, William Hodgkinson junior, George Brown, Mary Holbrooke, Matthew Hobson, Daniel Yeoman, Lydia Marsden, Joseph Knight.	House and Garden. Cottages and Gardens.
Ditto - - -	- - -	Charles Bott and Francis Horsley.	Two Houses, Workshop, and Garden.
Messieurs Strutt - - -	- - -	Hannah Beresford, Lydia Marsden, Joseph Birch, William Hodgkinson senior, George Brown, Mary Holbrooke, Matthew Hobson, Francis Horsley.	Gardens and Sheds.
Ditto - - -	- - -	Benjamin Ball, John Mosley, John Clarke.	Three Houses and Gardens.
Ditto - - -	- - -	John Harrison, Samuel Wood, John Taylor, James Woodward, John Johnson, Adam Crich, Septimus Dawson, John Cheetham, James Sanders, Joseph Walker, Obediah Bennett, James Baghurst, Paul Spencer, Joseph Sims, Matthew Peat, Thomas Woolley, Thomas Wetton, Samuel Doxey, James Wragg, and John Cheetham.	Twenty ditto.
Ditto - - -	- - -	William Hodgkinson senior, Joseph Sims, William Walker, William Gregory, Thomas Randall, John Cheetham, Ann Fidler, Edward Howlett, Samuel Doxey, Elizabeth Storer, Thomas Slack, Isaac Slack, Benjamin Ball, John Mosley, John Clark, Ann Birch.	Garden Ground.
Ditto - - -	- - -	Samuel Deakin, Septimus Dawson, Henry Swinscoe, William Brookes, Samuel Bunting, Issac Wood, Samuel Wood, William Walker, William Staley, George Webster, William Wood, John Whitmore, Matthew Peat, William Wadson.	Ditto.
Ditto - - -	- - -	William Kirk, William Riley, Samuel Bates.	Three Cottages and Gardens.
Ditto - - -	- - -	Richard Walker.	Pasture and Hovel.

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
<i>Township of Belper—continued.</i>			
Mary Gadsby - - -	- - -	John Jennison - - -	House and Workshop.
Messieurs Strutt - - -	- - -	John Jennison, Thomas Harrison, Thomas Brown, Samuel Keeling, and William Tomlinson.	Garden Ground.
Ditto - - -	- - -	Jedediah Strutt - - -	Pasture and Hovel.
Thomas Walker - - -	- - -	Samuel Jackson - - -	Pasture and Garden.
Ditto - - -	- - -	George Riley, Humphrey Winson, James Sims, Joseph Johnson, Charles Riley, James Vickers, William Brown, John Brown, James Beresford, Thomas Swift, Samuel Harrison, John Rosewain, William Sims, John Buxton, William Parker, Ann Tipper, Charles Simpkinson.	Garden Ground.
Ditto - - -	- - -	Peter Gamble - - -	House and Garden.
Hannah Toplis and William Toplis.	- - -	Michael Robinson - - -	Public House and Pasture.
Ditto - - -	- - -	Ditto - - -	Orchard and Garden.
Trustees of late A. Harrison	- - -	John Bartram and Thomas Herrod.	Pasture, Stackyards, Hovels, and Rope-walk.
Thomas Herrod and J. Harrison.	- - -	Thomas Herrod - - -	Garden.
Elizabeth Harrison and Thomas Richardson.	- - -	Elizabeth Harrison - - -	House and Garden.
Samuel Fletcher - - -	- - -	Joseph Kiddy, John Hutchinson.	Two Ditto.
Thomas Herrod and J. Harrison.	- - -	Thomas Herrod - - -	House, Garden, and Bakehouse.
Samuel Fletcher - - -	- - -	Thomas Bamford - - -	Shop.
John Harrison - - -	- - -	In hand - - -	House.
Thomas Smith - - -	- - -	John Turner - - -	The George Inn and Outbuildings.
Ditto - - -	- - -	William Brown, Thomas Summer, Isaac Alexander, and Jacob Smith.	Four Houses.
Ditto - - -	- - -	Miss Sarah Lomas - - -	House and Garden.
Ditto - - -	- - -	Ditto - - -	Garden.
Ditto - - -	- - -	William Brown, Thomas Summers, Isaac Alexander, and Jacob Smith.	Ditto.
Thomas Walker - - -	- - -	William Butler - - -	Ditto.
Messieurs Strutt - - -	- - -	Samuel Brookes and Thomas Bridges.	Two Houses and Outbuildings.
Ditto - - -	- - -	Thomas Smith, Charles Groves, George Bond, Francis Chollerton, and William Alsop.	Five Houses and Gardens.
Ditto - - -	- - -	Matthew Burgin - - -	Workshop.
Ditto - - -	- - -	Benjamin Houghton - - -	House and Outbuildings.
Ditto - - -	- - -	John Kirkland, George Wildsmith, John Booth, William Bendall, Thomas Gregory, John Banks, James Barlow.	Seven Houses.

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
Messieurs Strutt - - -	- - -	Mary Robinson, William Crooks, John Garrett, Samuel Brooks, John Gamble.	Garden Ground.
Ditto - - -	- - -	John Alsop and Selves -	House, Garden, and Buildings.
Ditto - - -	- - -	Mary Robinson, Humphrey Winson, William Crooks, John Garrett.	Four Houses and Gardens.
Ditto - - -	- - -	John Gamble, Joseph Booth, and Samuel Bridges.	Three Ditto and Gardens.
Ditto - - -	- - -	Henry Cocking, Robert Cholerton, William Hibbert, and Elizabeth Smith.	Four Ditto.
Ditto - - -	- - -	Abraham Booth, William Rowland.	Two Ditto.
Ditto - - -	- - -	Thomas and Henry Lomas -	Farm Buildings, Arable and Garden Ground.
Ditto - - -	- - -	John Gamble, Elizabeth Smith, and Abraham Booth.	Garden Ground.
John Mason - - -	- - -	In hand - - -	House, Cowhouse, Yard, and Pasture.
Messieurs Strutt - - -	- - -	Ditto - - -	Plantation.
Ditto - - -	- - -	Ditto - - -	Osier Bed.
Ditto - - -	- - -	Thomas Smith - - -	Garden Ground.
Ditto - - -	- - -	In hand - - -	Occupation Road and Plantation.

Parish of Worksworth, Township of Alderwasley.

Francis Hurt - - | - - - | In hand - - - | Wood.

Parish of Duffield, Township of Heage.

Elijah Hall - - -	- - -	Thomas Stapleton - - -	House and Yard.
Ditto - - -	- - -	Thomas Salt - - -	Cottage and Garden.
Joseph Walker - - -	- - -	William Blackham - - -	Ditto.
Francis Hurt - - -	- - -	In hand - - -	Plantation.
Ditto - - -	- - -	John Bradley - - -	Orchard, Garden, House, and Pasture.
Ditto - - -	John Mold -	Charles Adams and Henry Adams.	Two Cottages and Gardens.
Ditto - - -	- - -	William Marchant and Thomas Webster.	Ditto.
Ditto - - -	- - -	In hand - - -	Wood.
Ditto - - -	- - -	Thomas Brown - - -	House and Stack-yard.
Ditto - - -	- - -	Ditto - - -	Orchard.
Ditto - - -	- - -	In hand - - -	Wood.
Benjamin Bowmer - - -	- - -	B. Bowmer junior - - -	Plantation.
Ditto - - -	- - -	Ditto - - -	Mill and Premises.
Butterly Iron Company - - -	- - -	John Bown - - -	House, Garden, and Pasture.
Trustees of Hannah and George Mather. - - -	- - -	Joseph Jennings - - -	Garden Ground.
Ditto - - -	- - -	Ditto and Henry Lockington	Two Cottages and Garden.
Ditto - - -	- - -	Daniel Gell - - -	Malthouse and Premises.
Butterly Iron Company - - -	- - -	In hand - - -	Plantation.

[Local.]

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Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
<i>Township of Belper—continued.</i>			
Messieurs Strutt	-	Joseph Newman, Thomas Swift, John Brown, Thomas Marledge, John Marledge junior, Joshua Storar, Mary Jackson, Jacob Smith, Sarah Gold, German Watson, John Porter, John Watson, William Harrison, John Walker, Alexander Sanders, Martha Pedley, John Wilson, Mirah Watson.	Eighteen Cottages and Gardens.
Thomas Walker	-	In hand	House, Yard, Garden, and Outbuildings.
Ditto	-	Charles Bucknell	House.
Trustees of the late Abraham Harrison.	-	James Harrison, Sophia Harrison, and John Walker.	Three Houses and Garden.
John Smith	-	James Vickers and Humphrey Winson.	Two Houses and Garden.
Messieurs Strutt	-	John Neaum, Henry Harrison, and Joseph Pym.	Three Ditto.
Ditto	-	Hannah Burton, Jane Hunter, John Oldfield, Samuel Thornley, Thomas Groves, Mary Thornhill, William Radcliffe, James Grane, John Bartholomew, Joseph Wilding.	Ten Houses and Gardens.
Thomas Smith	-	In hand	House, Yard, Garden, and Outbuildings.
William Butler	-	Ditto	Ditto.
Trustees of Abraham Harrison.	-	Thomas Hall, Thomas Potter, Mary Moore, William Orme, Thomas Ratcliffe, John Marshall.	Six Houses and Gardens.
Ditto	-	Thomas Herrod	Garden.
Thomas Briggs	-	John Smith	House and Outbuildings.
John Harrison	-	John Parkington	Ditto, and Garden.
William Bamford	-	In hand	Ditto.
Messieurs Strutt	-	William Bendal, Charles Groves, John Bilson, William Yeomans.	Garden Ground.
Thomas Briggs	-	Robert Hartshorn, Thomas Bamford, William Millington, Samuel Wheatley.	Four Houses and Gardens.
Ditto	-	Samuel Wheatley junior and Peter Wadson.	Two Ditto.
Messieurs Strutt	-	William Ford	Garden Ground.
Ditto	-	John Harvey	Stone Yard and Garden.
Ditto	-	Samuel Alsop	Garden.
Ditto	-	Richard King, John Morton, George Edwards, John Harvey.	Garden and Shed.
Ditto	-	John Harvey, Samuel Alsop, and John Hibbert.	Three Houses and Gardens.
Ditto	-	Thomas Smith, David Gregory, Richard King, George Edwards, and John Morton.	Five Ditto.

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
Messieurs Strutt - - -	- - -	Samuel Roberts - - -	Garden.
Ditto - - -	- - -	Catherine Milner, Anne Gratton, John Palmer, William Buxton, and Thomas Coates.	Five Houses and Gardens.
Ditto - - -	- - -	Elizabeth Alsop and John Tymperley.	Two Ditto.
Ditto - - -	- - -	John Bilson, Thomas Chollerton.	Two Ditto.
Ditto - - -	- - -	John Palmer, Thomas Chollerton, Charles Groves, and William Alsop.	Garden Ground.
Ditto - - -	- - -	Thomas Smith, Thomas Coates, William Buxton, and John Palmer.	Ditto and Sheds.
Ditto - - -	- - -	James Barlow - - -	School-room, Playground, and Buildings.
Ditto - - -	- - -	Benjamin Orme, William Harper, Samuel Thornhill, Matthew Burgin, James Oakley, William Kirkland, Thomas Bound, Richard Parker, Abraham Haywood, William Briggs, James Robinson, and Clement Clarke,	Twelve Houses and Gardens.

Parish of Crich.

Francis Hurt, Richard Arkwright, and Samuel Travis.	- - -	In hand - - -	Wood.
Samuel Travis - - -	- - -	In hand - - -	Ditto.
Thomas Wightman - - -	- - -	William Holmes - - -	House and Garden.
Butterly Iron Company - - -	- - -	John Bown - - -	House, Garden, and Pasture.
Ditto - - -	- - -	In hand - - -	Limekiln.

Parish of South Wingfield.

Amy Bestwick and her Trustees.	J. Walker - - -	Thomas Jones - - -	House, Garden, and Outbuildings.
W.S. and R.B. Leacroft and J. Spendlove.	- - -	Samuel Bramley - - -	House, Barn, Yard, and Garden.
W.S. and R.B. Leacroft, and William Brittlebank, and William Topham.	D. Wheatcroft	Eml. Taylor and William Flowers.	Two Houses and Garden.
John Pearson - - -	- - -	J. Purdy - - -	House, Yard, and Garden.
Reverend E. Halton - - -	- - -	In hand - - -	Osier Bed.
Ditto and John Wathey - - -	- - -	John Marples - - -	Orchard.
Reverend E. Halton - - -	- - -	In hand - - -	Wood.
Ditto - - -	- - -	Ditto - - -	Plantation.
John Hill - - -	- - -	George Beastall - - -	House and Garden.
Trustees of the Ashbourne and Oakerthorpe Road.	- - -	George Curzon - - -	Toll House.
John Beastall and Samuel Beastall.	- - -	In hand - - -	Two Cottages and Gardens.
Reverend E. Halton and the Duke of Devonshire.	- - -	Unoccupied - - -	House and Barn (Glebe).
John Hopkinson - - -	- - -	Richard Bower - - -	House, Garden, and Plantation.
Benjamin Rooth - - -	- - -	John Simpson - - -	House and Garden.

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
John Innocent - - -	- - -	In hand - - -	Barn and Stack-yard.
James Oaks - - -	- - -	Thomas Ludlow - - -	Osier Bed.

Parish of Shirland.

William Turbutt - - -	- - -	John Frost - - -	Cottage, Outbuildings, and Pasture.
James Oaks - - -	- - -	Thomas Ludlam - - -	Mill and Premises.
Susannah Hopkinson and William Hopkinson.	- - -	John Shaw Roberts - - -	House, Tan-yard, and Premises.
John Hunt - - -	- - -	In hand - - -	Arable and Plantation.
William Turbutt - - -	- - -	Thomas Crossley - - -	Mill and Outbuildings.
Ditto - - -	- - -	John Hill - - -	House, Mill, and Out- buildings.
Ditto - - -	- - -	Ditto - - -	Mill Goit.
Ditto - - -	- - -	Jonathan Wilson - - -	Pasture and Plantation.
Ditto - - -	- - -	George Holmes - - -	Ditto.

Parish of Morton, Township of Brackenfield.

George Banks - - -	- - -	Unoccupied - - -	House and Yard.
William Turbutt - - -	- - -	John Hill - - -	Garden.

Parish of North Wingfield, Township of Stretton.

John Draycott - - -	- - -	In hand - - -	House and Garden.
Ditto - - -	- - -	Ditto - - -	Garden Ground.
Samuel Rooth - - -	- - -	James Brailsford - - -	House, Garden, and Pasture.

Parish of North Wingfield, Township of Clay Lane.

Trustees of late Mrs. Heath, for Quakers Hospital at Mansfield.	- - -	M. and R. Mosley - - -	Orchard.
Ditto - - -	- - -	Ditto - - -	Garden.
Ditto - - -	- - -	Ditto - - -	House, Garden, and Farm Buildings.
Dorothy Fidler - - -	- - -	Edward Fidler - - -	Cottage and Garden.
Ditto - - -	- - -	George Bingham - - -	Mill and Pond.
Ditto - - -	- - -	In hand - - -	Plantation.
Ditto - - -	- - -	Ditto - - -	House, Orchard, and Farm Buildings.
Thomas Elliott - - -	- - -	In hand - - -	Mill and Premises.
Ditto - - -	- - -	Ditto - - -	Orchard.
Ditto - - -	- - -	Ditto - - -	House and Garden.
Ditto - - -	- - -	Thomas Collins, Joseph White, and George Elliott.	Three Cottages and Gardens.
Ditto - - -	- - -	In hand - - -	Plantation.
John Itch and Dennis Cow- ley.	- - -	George Ellse - - -	House and Garden.
John Oldham - - -	- - -	William Hunt - - -	House, Garden, and Stack-yard.
Ditto - - -	- - -	Ditto - - -	Garden.
John Froggatt - - -	- - -	John Bailey, John Hopkin- son, Hannah Lynam, and unoccupied.	Four Houses and Gar- dens.
Abraham Gent and Robert Platts.	- - -	Richard Holmes and A. Gent	House and Garden.

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
Trustee of Sarah Brunt and John Cottingham.	- - -	George Brunt - - -	House and Garden.
Ellen Wilson - - -	- - -	In hand - - -	Pasture and Coppice.
Sir H. Hunloke - - -	- - -	Thomas Snibson - - -	Farm-house, Garden, and Outbuildings.
Ditto - - -	- - -	Ditto - - -	Orchard.

Parish of North Wingfield, Township of Tupton.

William Askew - - -	- - -	In hand - - -	Pasture and Hovel.
Richard Clay - - -	- - -	In hand - - -	Plantation.
Ditto - - -	- - -	Ditto - - -	Pasture and Plantation.
Trustees of the Will of Thomas Hounsfield and George Hounsfield.	- - -	James Johnson - - -	Ditto.

Parish of Wingerworth.

Sir H. Hunloke - - -	- - -	George Robinson - - -	Mill and Outbuildings.
Ditto - - -	- - -	Ditto - - -	House and Garden.
Ditto - - -	- - -	Ditto - - -	Stack-yard.

Parish of Chesterfield, Township of Hasland.

Duke of Devonshire - - -	- - -	Thomas Smith - - -	House, Orchard, and Premises.
Bd. Lucas - - -	- - -	John Stevenson - - -	Coppice.
Abel Smith - - -	- - -	Samuel Denham - - -	Pasture and Plantation.
R. G. Hutchinson - - -	- - -	James Robinson - - -	House and Garden.
Ditto - - -	- - -	Ditto - - -	Pasture and Plantation.

Parish of Chesterfield—continued.

Elizabeth Broadbelt - - -	- - -	— Derbyshire - - -	House, Yard, and Outbuildings.
Ditto - - -	- - -	In hand - - -	House.
Ditto - - -	- - -	Ditto - - -	Garden Ground.
Samuel Dixon - - -	- - -	Ditto - - -	Tan-yard and Premises.
Ditto - - -	- - -	Samuel Dixon and Benjamin Smith and William Elsam.	Coal-yard.
Ditto - - -	- - -	Benjamin Smith and William Elsam, Elizabeth Wilborne, Robert Dodd, John Briddon.	Counting-house and Three Cottages.
Sir Gilbert Heathcote Dean of Lincoln - - -	Francis Creswick - - -	George Wilburn - - -	Garden.
Ditto - - -	Duke of Devonshire and John Short.	James Clarke, Richard Hopkinson.	Ditto.
Ditto - - -	Duke of Devonshire and Benjamin Bradley.	William Bradley, John Parnan.	Garden Ground.
Representatives of John Bingham.	- - -	Martha Heath - - -	Cottage and Garden.
Ditto - - -	- - -	William Burkitt - - -	Malthouse and Stables.
Ditto - - -	- - -	Ditto - - -	House and Garden.
Joseph Wilson and Thomas Langhorn.	- - -	George Dutton - - -	Cottage and Garden.
Ditto - - -	- - -	Ditto - - -	Garden.
Ditto - - -	- - -	Joseph Coates - - -	Cottage and Garden.
Ditto - - -	- - -	Valentine Wilkinson - - -	Garden.
Ditto - - -	- - -	Ditto - - -	Rope-walk.

[Local.]

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
Robert Malkin - -	- - -	In hand - - -	Garden.
John Walker - -	- - -	Ditto - - -	Ditto.
Duke of Devonshire and P. P. Burnell.	- - -	Samuel Blockley - - -	Garden Ground.
P. P. Burnell - -	Samuel Blockley	John Hall, Thomas Madin, William Hartley, Thomas Lee, James Lowe, George Rippon.	Ditto.
Duke of Devonshire - -	- - -	Thomas Dyson - - -	Ditto.
Chesterfield Canal Company	- - -	In hand - - -	Wharf.
Adam Barker Slater - -	- - -	Joseph Gratton - - -	Ditto.
John Yatton Cartledge - -	- - -	Richard Collis Walker, Joseph Walker, and Thomas Dy- son.	Potteries, House, and Outbuildings.
Aaron Madin - -	- - -	In hand - - -	Ditto.
Duke of Devonshire - -	- - -	Daniel Hodkin - - -	House, Yard, and Gar- den.
Trustees of Road from Ches- terfield to Worksop.	- - -	William Brailsford - - -	Toll House.

Parish of Chesterfield, Township of Newbold.

David Batteson - -	- - -	John Forrest and Thomas Bingham.	Two Cottages and Gar- dens.
Ditto - -	- - -	In hand - - -	Malthouse.
Duke of Devonshire - -	- - -	Robert Nall - - -	Garden.
G. Y. R. Wilkinson - -	- - -	In hand - - -	Ditto.

Parish of Chesterfield, Township of Tupton.

A. B. Slater - -	- - -	Richard Ledger and Benjamin Carr.	Plantation and Occu- pation Road.
Ditto - -	- - -	Robert Turner - - -	Pasture and Plantation.
Ditto - -	- - -	James Burkitt, Jonathan Cartledge, William Bacon, and Henry Cundy.	Four Cottages and Gardens.
Chesterfield Canal Company	- - -	William Madin - - -	Garden.
Ditto - -	- - -	R. Ledger and B. Carr - - -	Ditto.
Ditto - -	- - -	Ditto - - -	Mill.
Ditto - -	- - -	William Madin - - -	Garden.
Ditto - -	- - -	William Booker - - -	Ditto.
Ditto - -	- - -	Thomas Longden - - -	Ditto.
Ditto - -	- - -	Charles Holehouse - - -	Willow Holt.
Trustees of the Will of Mrs. Smith.	- - -	Sarah Cox - - -	Ditto.

Township of Brimington.

John Lingard - -	- - -	In hand - - -	Arable and Plantation.
Ditto - -	- - -	Ditto - - -	Wood.
E. T. Coke - -	- - -	Ditto - - -	Bank and Wood.
William Barker - -	- - -	John Heywood - - -	Wood.
E. T. Coke - -	- - -	In hand - - -	Bank.
William Barker - -	- - -	John Heywood - - -	Wood.
P. P. Burnell - -	- - -	In hand - - -	Ditto.
Henry Dixon - -	- - -	John Heywood - - -	Wharf.

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
<i>Parish of Whittington.</i>			
Trustees of the Dunston and Brimington Turnpike Road.	- - -	William Ash - -	Toll House.
David Marsh, Samuel Denham, Richard Gregory, Ellen Cartledge.	- - -	John Ward - -	Pasture and Osier Bed.
<i>Parish of Staveley.</i>			
Duke of Devonshire	- - -	William Reddish - -	House and Garden.
Ditto	- - -	Matthew Needham, Mary Bell, Godfrey Hadfred.	Three Cottages and Gardens.
Ditto	- - -	George Hodgkinson Barrow	Tramroad and Pasture.
Ditto	- - -	Ditto - - -	Reservoir.
Ditto	- - -	Reverend Francis Foxlow	Stone Quarry.
Ditto	- - -	Ditto - - -	Stack-yard and Hovel.
Chesterfield Canal Company	- - -	Thomas Longden	Lock-house and Garden.
Duke of Devonshire	- - -	G. H. Barrow - - -	Stable, Counting-house, Weigh-house, and Premises.
Ditto	- - -	In hand - - -	Brick-yard.
Ditto	- - -	G. H. Barrow - - -	Railway and Cut from Canal.
Ditto	- - -	Ditto - - -	Carpenter's Shop.
Ditto	- - -	Ditto - - -	Reservoir.
Ditto	- - -	Ditto - - -	Carpenter's Shop.
Ditto	- - -	Ditto - - -	Forge and Outbuildings.
Ditto	- - -	Ditto - - -	Workshop.
Ditto	G. H. Barrow	Vacant - - -	House, Cottages, Stables, and Garden.
Ditto	G. Wheelhouse	John Littlewood - - -	Garden.
Ditto	- - -	Joseph Smith - - -	Garden.
Ditto	- - -	John Fletcher, Miss Hannah Dickins, Reverend Francis Foxlow.	Garden Ground.
Ditto	- - -	Robert Marples and James Barlow.	Garden.
Ditto	- - -	In hand - - -	Plantation.
John Clarke	- - -	Ditto - - -	Pasture and Colliery.
Sir George Sitwell	- - -	Ditto - - -	Plantation.
Ditto	- - -	Ditto - - -	Ditto.
<i>Parish of Eckington.</i>			
Sir George Sitwell	- - -	In hand - - -	Plantation.
Ditto	- - -	Ditto - - -	Ditto.
Ditto	- - -	Ditto - - -	Ditto.
Trustees of Sheffield and Clown Road.	- - -	John Wright - - -	Toll House.
Sir George Sitwell	John Clark -	Smith Rotherham - -	Mill Pool.
Ditto	- - -	In hand - - -	Plantation.
Ditto	- - -	Thomas Gregory, John Levick, and Wheldon Smedley.	Garden Ground.
Ditto	- - -	Ditto - - -	Three Cottages.
Ditto	- - -	In hand - - -	Plantation.
Ditto	- - -	Edward Alcock - - -	House and Garden.
Ditto	- - -	William Walker, and One vacant.	Two Ditto.
Ditto	- - -	Godfrey Booker	One Ditto.

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
Sir George Sitwell -	John Clarke, Smith Rotherham.	Smith Rotherham, William Scothorne, Hannah Gre- gory, and John Tomlinson.	Three Ditto and Mill.
Ditto - - -	- - -	In hand - - -	Park.
Chesterfield Canal Company	- - -	William Slagg - - -	Pasture and Plantation.

Parish of Killamarsh.

Sir George Sitwell -	- - -	Thomas Burrows - - -	Mill and Plantation.
Ditto - - -	- - -	In hand - - -	Railway.
Ditto - - -	Joseph Webster	Thomas Richardson -	Pasture and Ironworks.

Parish of Beighton.

John Shirt Jennings -	- - -	In hand - - -	Pasture and Osier Bed.
Ditto - - -	- - -	Ditto - - -	Pasture and Plantation.
Earl Manvers - - -	- - -	E. Potter - - -	Osier Bed.
Ditto - - -	- - -	George Cox - - -	Osier Beds and River Rother.

WEST RIDING OF THE COUNTY OF YORK.

Parish of Aston-cum-Aughton.

Harry Verelst - - -	- - -	Samuel Skinner - - -	Garden.
Edwin Sorby - - -	- - -	In hand - - -	Plantation.
Ditto - - -	- - -	Ditto - - -	Ditto.
Ditto - - -	- - -	Ditto - - -	Ditto.

Parish of Treeton.

Duke of Norfolk - - -	- - -	John Hill and John Marshall	Garden.
Ditto - - -	- - -	John Hill, George Gillam, John Martin, John Marshall.	Four Cottages.
Ditto - - -	- - -	Thomas Ricketts, John Fores, Thomas Roebuck, Joseph Morton, Samuel Law, John Hinchliffe, Joseph Roberts, Webster Harrison, Charles Widdowson, George Gil- lam.	Nine Gardens.
Ditto and Robert Taylor -	Robert Taylor	Thomas Ricketts - - -	House and Garden.
Robert Taylor - - -	- - -	Ditto - - -	Garden.
Ditto - - -	- - -	Ditto - - -	Ditto.

Parish of Rotherham, Townships of Tinsley and Brinsworth intermixed.

John Fullerton - - -	- - -	John Jackson - - -	Mill Stream.
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Parish of Whiston.

Duke of Norfolk - - -	Representatives of George Tay- lor deceased.	John Jackson - - -	Mill Pool.
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6° & 7° GULIELMI IV. Cap. cvii. 4661

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property
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Parish of Rotherham, Township of Brinsworth.

John Fullerton	- - -	- - -	John Jackson	- - -	Pasture and Ston ^e Quarry.
Ditto	- - -	River Dan Com- pany.	John Burch	- - -	Mill Stream.
Ditto	- - -	Ditto	Francis Parker	- - -	Orchard.
Ditto	- - -	Ditto	Ditto	- - -	Three Cottages and Sheds.
Ditto	- - -	Ditto	Ditto	- - -	Oil Mill-house, Yards, and Outbuildings.

Parish of Rotherham, Township of Kimberworth.

John Hay	- - -	- - -	John Jowett	- - -	House, Yard, and Garden.
Ditto	- - -	- - -	John Young and Richard Law	- - -	Yard and Garden.
Ditto	- - -	- - -	Abraham Twigg	- - -	Shed and Yard.
Samuel Cooper and Wife and Bethia Gibson.	- - -	- - -	Bethia Gibson	- - -	Cowhouse and Stable.
Ditto	- - -	- - -	Ditto	- - -	Yard.
Ditto	- - -	- - -	Ditto	- - -	Garden and House.
Ditto	- - -	- - -	George Shaw	- - -	Cottage.
Ditto	- - -	- - -	Joseph Wilkinson	- - -	Ditto.
Ditto	- - -	- - -	George Tomlinson	- - -	Ditto.
Ditto	- - -	- - -	Bethia Gihson	- - -	Yard.
Ditto	- - -	- - -	Ditto	- - -	Garden, Green-house, Coach-house, Stable, and Yards.
Samuel Cooper and Wife and Bethia Gibson.	- - -	- - -	Bethia Gibson	- - -	Garden.
Ditto	- - -	- - -	Ditto	- - -	House and Outbuild- ings.
Ditto	- - -	- - -	Ditto	- - -	Orchard.
John Hay	- - -	- - -	Joseph Wilkinson	- - -	Garden.
Ditto	- - -	- - -	George Mallison	- - -	Ditto.
Ditto	- - -	- - -	William Milner	- - -	Ditto.
Commissioners of the Ro- therham and Wortley Turnpike Road.	- - -	- - -	Mary Ogley	- - -	Toll Bar and House.
George Bingley	- - -	- - -	Jonathan Allwood	- - -	House.
Ditto	- - -	- - -	William Hurstwood	- - -	Shop and House.
George Austin	- - -	- - -	Ditto	- - -	Garden.
Ditto	- - -	- - -	William Smith	- - -	Ditto.
George Bingley	- - -	- - -	E. Kendrick and Anne Bagnall	- - -	House.
George Austin	- - -	- - -	- - -	- - -	Passage.
Ditto	- - -	- - -	William Smith	- - -	House.
Ditto	- - -	- - -	Amelia Myers	- - -	Cottage.
Ditto	- - -	- - -	William Smith	- - -	Yard.
Ditto	- - -	- - -	William Smith, Leond. Allen, William Ashton, Christo- pher Graham, James Pear- son, and George Swan.	- - -	Garden.
Matthew Habershon	- - -	- - -	Edward Tranter and Joseph Wilkinson.	- - -	Cottage.
John Hay	- - -	- - -	John Ward and William Bagnall.	- - -	Two Cottages, Two Shops, Public House, and Stable.

[Local.]

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
John Hay - - -	- - -	William Wadson, William Sheldon, Richard Jackson, One vacant, George Ives, John Window, James Taylor, John Walker, Robert Mackin, Samuel Walker, Thomas Lyster, Elizabeth Lockwood, John Hargate.	Thirteen Cottages.
George Austin - - -	- - -	Christopher Graham, William Ashton, L. Allen, George Swan.	Four Cottages, Gardens, Yard, and Shed.
Ditto - - -	- - -	George Swan - - -	Garden.
John Hay - - -	- - -	Samuel Mortimer, John Window, William Badger, J. Walker, N. Williams, Samuel Walker, Joseph Goldthorpe, W. Bagnall, Joseph Twigg, William Wadson, Benjamin Brown, James Oxley, John Hargate, Richard Jackson, Paul Wortley, and William Sheldon.	Nineteen Gardens.
Ditto - - -	- - -	James Howarth - - -	Orchard.
Ditto - - -	- - -	John Lyster, Michael Shaw, George Bailey.	Three Gardens.
Ditto - - -	- - -	John Williams and George Heppenstall.	Cottage and Garden.
Ditto - - -	- - -	George Heppenstall, Amelia Elliott.	Two Cottages, Garden, and Yards.
Ditto - - -	- - -	John Lambert - - -	Garden.
Lord Howard of Effingham - - -	- - -	Mary Norton - - -	Orchard.
Ditto - - -	- - -	Joseph Bailey - - -	Stable and Shed.
Ditto - - -	- - -	Ditto - - -	Garden.
Ditto - - -	Joseph Bailey	Joseph Bailey, John Bailey, James Coates, Amelia Cooper, and Mary Dyson.	Five Cottages.
Ditto - - -	- - -	Joseph Bailey - - -	Orchard.
John Hay - - -	- - -	- - -	Passage.
William Makin - - -	- - -	William Grafton, William Makin, Rebecca Wragg, Joseph Makin.	Four Cottages, Gardens, and Yards.
Martha Swan - - -	- - -	Martha Swan, James Oxley, William Milner.	Three Cottages.
The Feoffees of the Rotherham Common Lands.	Abraham Twigg	Joseph Twigg, Abraham Twigg, Benjamin Twigg.	Three Cottages and Garden.
Richard Brooks - - -	- - -	John Young - - -	House, Public House, and Yard.
John Hyradale - - -	- - -	Benjamin Brown - - -	House and Shop.
Ditto - - -	Benjamin Brown	Thomas Booth - - -	Cottage.
Ditto - - -	Ditto	Elizabeth Brown and Matthew Brown.	Malt-kiln.
Ditto - - -	- - -	Benjamin Brown - - -	Public House.
Ditto - - -	Benjamin Brown	Thomas Craggs and John Callis.	Two Cottages.
Ditto - - -	Ditto	Richard Hill and Benjamin Brown.	Yard.
Ditto - - -	Ditto	Richard Hill - - -	Brewhouse.
Edward Emmerson - - -	- - -	William Twigg - - -	Public House and Shop.
John Hay - - -	- - -	Francis Spencer - - -	Orchard.
Ditto - - -	- - -	Abraham Twigg - - -	Ditto.
George Bailey - - -	- - -	Robert Lockwood - - -	House, Outbuildings, and Garden.

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
Trustees of Masborough Calvinistic College.	- - -	William Henry Stowell -	Garden.
Ditto - - -	- - -	Ditto - - -	Garden.
Lord Howard of Effingham	Thomas Rodgers	John Tingle, William Tattersley, Joseph Platts, George Wragg, John Osliff, and William Lidster.	Four Gardens, Yard, and Shed.
Ditto - - -	Ditto -	John Tingle, William Tattersley, John Osliff, George Wragg, Joseph Platts, and Thomas Rodgers.	Five Cottages and Shop.
Ditto - - -	Ditto -	Joseph Rodgers - - -	Cottage and Garden.
Ditto - - -	- - -	Joseph Hazlewood - - -	Garden.
Ditto - - -	Thomas Rodgers	Joseph Rodgers, Thomas Rodgers, Thomas Tingle, and Joseph Hazlewood.	Iron Foundry, Three Cottages and Shops.
Ditto - - -	Ditto -	Joseph Rodgers - - -	Stable and Sheds.
Henry John Hirst and his Mortgagees.	- - -	William Cardwell, John Robinson, and Benjamin Hinchliff.	Garden and Three Cottages.
Lord Howard of Effingham	Thomas Rodgers	George Wragg - - -	Garden.
Sir Francis Wood and the Reverend Alexander Cook.	William Close and J. Grav. Clerk.	Joseph Green - - -	Ditto.

Parish of Rawmarsh, Township of Rawmarsh.

Dean and Chapter of Southwell.	Robert Otter -	John Moorhouse - - -	Pasture and Shed.
George Saville Foljambe -	- - -	In hand - - -	Wood.
Ditto - - -	- - -	William Roberts - - -	Osier Bed.
Ditto - - -	- - -	George Roberts - - -	Ditto.

Parish of Wath-upon-Deerne, Township of Swinton.

Trustees of the Swinton or Kilnhurst School, or Earl Fitzwilliam - - -	- - -	In hand - - -	School and House.
Earl Fitzwilliam - - -	- - -	Thomas Bingley - - -	Pasture and Shed.
Ditto - - -	- - -	Edward Foster - - -	Osier Bed.
Ditto - - -	- - -	Thomas Bingley - - -	Ditto.
George Hampshire - - -	- - -	One Cottage vacant, Charles Guest, Thomas Bisby, Richard Hicks, Thomas Shoemith.	Five Cottages, Malt-kiln, and Garden.
Ditto - - -	- - -	In hand - - -	Public House, Yard, Shops, and Stable.
Dove and Deerne Canal Company.	- - -	In hand - - -	Waste and Stable.
Thomas Badger - - -	- - -	In hand - - -	Plantation.

Parish and Township of Adwick-upon-Deerne.

Dove and Deerne Canal Company.	- - -	- - -	Waste and Towing Path, Tunnel.
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Parish of Darfield, Township of Billingley.

Benjamin Mucklethwaite -	- - -	George Cooper - - -	Shed.
Earl Fitzwilliam - - -	- - -	Catherine Hewitt - - -	Potato Ground.

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
<i>Parish and Township of Darfield.</i>			
Surveyors of Highways	- - -	- - -	Stone Quarry.
Mrs. Briggs and Representatives of Joseph Latham.	- - -	Ann Smith	Garden.
Representatives of Joseph Latham.	- - -	Abraham Scott, Francis Green	Two Cottages and Garden.
Commissioners or Trustees of the Doncaster and Saltesbrook Road.	- - -	- - -	Toll-bar House.
Representatives of Joseph Latham.	- - -	In hand	Stone Quarry.
Earl Fitzwilliam	- - -	Samuel Bennett	Ditto.
Representatives of Joseph Latham.	- - -	In hand	House, Yards, and Outbuildings, and Garden.
Ditto	- - -	John Norman	Cottage and Garden.
Earl Fitzwilliam	- - -	Thomas Everett	Ditto.
Lord of the Manor	- - -	Prince Ward	Cottage.
Ditto	- - -	Benjamin Butler, Rebecca Gibbins, William Carr.	Three Cottages.
Ditto	- - -	Henry Wood	Cottage and Garden.
Ditto	- - -	William Harrison	Garden.
Ditto and William Haigh	- - -	William Haigh	Ditto.
Earl Fitzwilliam	- - -	Benjamin Wordsworth and George Hill.	Cottage.
Susannah Townend and Mortgagee.	- - -	Henry Hargate	House, Yards, Gardens, Malt-kiln, and Outbuildings.
Earl Mexborough	- - -	Harriet Barker	Osier Bed.
Ditto	- - -	Ditto	Arable, Plantation, and River.
Meyrick Banks	- - -	In hand	Wood.
Ditto	- - -	George or James Barlow	Mill and Premises.

Township of Little Houghton.

Earl Mexborough	- - -	James Adams	House, Cottages, and Outbuildings.
Ditto	- - -	Ditto	Mill and Premises.

Parish of Roystone, Township of Cudworth.

Surveyors of Highways	- - -	Thomas Addey	Arable and Stone Quarry.
Meyrick Banks	- - -	George or James Barlow	River Dearne, or Mill Dam.
Ditto	- - -	Ditto	House, Barns, Yards, Sheds, and Garden.

Township of Monk Bretton.

Dr. Dodson	- - -	William Poppleton.	James Ashhurst	Garden.
Ditto	- - -	Ditto	Ditto and William Poppleton.	Cottage and Garden and Barn.
Sir George Wombwell	- - -	- - -	In hand	Wood.
Ditto	- - -	- - -	William Watson	House, Outbuildings, Yards, and Garden.

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
Trustees of the Barnsley and Pontefract Road.	- - -	James Hopwood - -	Toll Bar and Garden.
Reverend William Wordsworth.	- - -	In hand - - -	Osier Bed.
Lord Wharnccliffe - -	- - -	George Johnson - -	Ditto.
<i>Township of Carlton.</i>			
William Addey - -	- - -	In hand - - -	Osier Bed.
<i>Parish of Roystone, Township of Notton.</i>			
Godfrey Wentworth -	- - -	In hand - - -	Wharf, Road, and Banks.
Ditto - -	- - -	Christopher Greaves -	Plantation.
<i>Parish of Felkirk, Township of Cold Hiendley.</i>			
Godfrey Wentworth -	- - -	Anthony Hepworth -	Lime Pit.
Ditto - -	Anthony Hepworth.	James Womack - -	Cottage, Stable, and Garden.
Ditto - -	- - -	Anthony Hepworth - -	Garden.
<i>Parish of Sandal Magna, Township of Walton.</i>			
Sir William Pilkington -	- - -	In hand - - -	Plantation.
Ditto - -	- - -	John Wainwright - -	House, Yard, Garden, and Outbuildings.
Ditto - -	- - -	Ditto - - -	Orchard or Arable.
Ditto - -	- - -	George Denton - - -	Garden.
Ditto - -	- - -	Ditto - - -	Orchard, Barn, and Stable.
Ditto - -	George Denton	John Alder - - -	Pigstye and Yard.
Ditto - -	Ditto - -	Ditto - - -	Cottage and Garden.
Charles Waterton or John Robinson. - -	- - -	John Robinson, John Robert Emmerson, Elizabeth Craven, John Turner, Joseph Randall. - - -	Cowhouse and Shed, Shop, Four Cottages, and One Garden.
Ditto - -	John Robinson	John Turner - - -	Garden.
Lord of the Manor - -	- - -	John Wainwright - -	Ditto.
John G. Smyth, or his Trustees. - -	- - -	Pearson Walton - - -	Plantation.
Lord of the Manor - -	- - -	William Kay - - -	Stable.
Samuel Lumb - -	- - -	George Milner - - -	Cottage and Garden and Stable.
Lord of the Manor - -	- - -	George Lumb - - -	Garden.
Ditto - -	- - -	Mary Moxon - - -	Ditto.
Sir W. Pilkington - -	- - -	Mary Wright - - -	Shed and Yard.
Charles Waterton - -	- - -	George Lumb - - -	House, Garden, Yards, and Outbuildings.
Sir W. Pilkington - -	- - -	Mary Moxon, Samuel Milner, Martha Goodair. - - -	Three Cottages, Gardens, Yards, and Outbuildings
Ditto - -	- - -	Mary Moxon - - -	Garden.
Ditto - -	- - -	Mary Wright - - -	Ditto and Cottage.
John and William Wordsworth. - -	- - -	William Wordsworth - -	Yards and Outbuildings.
Ditto - -	- - -	William Land and George Beckett. - - -	Two Cottages, Outbuildings, and Three Gardens.
Sir W. Pilkington - -	- - -	William Brown - - -	House, Gardens, Orchard, Yards, and Outbuildings.

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Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
<i>Parish of Sandal Magna.</i>			
George Kelk	- - - -	In hand -	- Osier Bed.
<i>Parish and Township of Crofton.</i>			
Trustees of the Rishworth School, or Wheelwrights Charity.	- - -	John Wood - -	- House, Yard, Garden, and Outbuildings.
Ditto	- - -	Ditto - -	- Wood.
Lady Frances Wilson	- - -	In hand -	- Stone Quarry and Plantation.
Ditto	- - -	Thomas Gray - -	- House, Yard, and Outbuildings.
<i>Parish of Warmfield-cum-Heath.</i>			
John G. Smyth or his Trustees.	- - -	Samuel Brooke - -	- Cottage, Garden, and Premises.
Ditto	- - George Balue	George Balue and William Watson.	- Garden.
Lady W. Gordon	- - -	George Balue - -	- Osier Bed.
Sir Edward Dodsworth	- - -	Peter Carter - -	- Orchard.
Ditto	- - -	Ditto - -	- House, Yard, Gardens, and Outbuildings.
Richard Everingham	- - -	In hand - -	- House and Gardens.
Sir Edward Dodsworth	- - -	Joseph Oldroyd, James Booth	- Cottage, Gardens, and Sheds.
<i>Parish and Township of Normanton.</i>			
Sir Edward Dodsworth	- - -	In hand - -	- Dog-kennel and Plantation.
William Garlick	- - -	John Heppenstall - -	- Pasture, Barn, and Yard.
David Smirthwaite	- - -	James Benson - -	- Ditto.
James Favell	- - Joseph Midgley	John Musgrave - -	- Cottage and Garden.
<i>Township of Altofts.</i>			
Sir Edward Dodsworth	- - -	Edward Hall - -	- Garden.
Representatives of William Denison.	- - -	John Denison - -	- Osier Bed.
Lady William Gordon	- - -	Robert Nalson - -	- Orchard and Willow Ground.
<i>Parish of Methley.</i>			
Earl Mexborough	- - -	John Smirthwaite - -	- Willow Beds.
Ditto	- - -	In hand - -	- Plantation.
Richard Webster	- - -	John Fletcher - -	- Brick-kiln and Yard.
George Higham	- - -	In hand - -	- Garden.
Ditto	- - -	Ditto - -	- Willow Bed.
Earl Mexborough	- - -	Thomas Robinson - -	- Barn, Stables, Sheds, Yard, and Orchard.
Ditto	- - -	Ditto - -	- Garden.
Ditto	- - -	Robert Wilson - -	- Schoolhouse, Outbuildings, and Garden.
Robert Smirthwaite	- - -	John Wilton - -	- Garden.
Earl Mexborough	- - -	John Harrison - -	- Plantation.

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
Earl Mexborough - -	- - -	John Harrison - -	House, Cottage, Yards, Garden, and Outbuildings.
John Nalson - -	- - -	Joseph Nalson - -	Garden.
John Frickley - -	- - -	Ditto - -	Ditto.
Ditto - - -	- - -	Harriet Crossland, Isaac Whitaker.	Two Cottages.
Earl Mexborough or William Fenton.	- - -	William Fenton - -	Colliery and Works.
Phœbe Hollings and Robert Hollings.	- - -	Joseph Braime - -	Blacksmith's Shop and Outbuildings.
Thomas Tulline - -	- - -	Sarah Thompson - -	Garden.
Ditto - - -	- - -	In hand - - -	Orchard.
Ditto - - -	- - -	Sarah Thompson and George Cut.	Two Cottages.
William Greaves - -	- - -	In hand - - -	Cottage.
John Greaves - -	- - -	Benjamin Braime, Ann Longbottom.	Two Cottages.
John and William Greaves and Thomas Tulline.	- - -	- - -	Passage.
William Greaves - -	- - -	Joseph Braime - -	Cottage and Garden.
Ditto - - -	- - -	Richard Longbottom - -	Ditto.
John Greaves - -	- - -	William Greaves and Benjamin Braime.	Garden and Pigstye.
Phœbe and Robert Hollings	- - -	John Hollings - -	House and Gardens.
Ditto - - -	- - -	Ditto and Phœbe Hollings - -	Orchard, Yard, Stable, and Dove-cot.
Ditto - - -	- - -	John and Robert Hollings - -	Tan-yard, Cottage, Yard, and Outbuildings.
Earl Mexborough and Robert Hollings.	- - -	- - -	Waste and Pond.
Earl Mexborough - -	- - -	Robert Hollings - -	House, Garden, Yard, and Outbuildings.
Ditto or William Fenton	- - -	William Fenton - -	Colliery and Works.
Ditto - - -	- - -	Ditto - - -	Railway.
Earl Mexborough - -	- - -	Charles Hooson - -	Garden.
Ditto or William Fenton	- - -	William Fenton - -	Colliery and Works and Tramroad.

Parish of Rothwell, Township of Oulton-cum-Woodlesford.

John Blayde - -	- - -	John Connell, William Cockeram (One vacant), and Sarah Braithwaite.	Three Cottages and Barn.
Edward Hemingway - -	- - -	In hand - - -	Osier Bed and Plantation.
Henry Bentley - -	- - -	In hand - - -	House, Brewery, Outbuildings, Yards, and Garden.
William Cape - -	- - -	Thomas Hutchinson - -	Stable, Shed, Garden, and Orchard.
Thomas Hutchinson - -	- - -	John Goodall, Joseph Denton, Anne Pickard, Thomas Owen.	Four Cottages.
William Cape - -	- - -	Thomas Hutchinson - -	House, Shop, and Garden.
Lyster Snowdon - -	- - -	In hand - - -	Cottage and Cowhouse.
Henry Bentley - -	- - -	Joseph Sharp, John Woodhead, Ann Walker, Richard Britton, William Blaisby.	Five Cottages.

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
James Hargreaves - -	- - -	Self, Benjamin Holt, William Atack, and One vacant.	Four Cottages and Shed.
Joseph Crampton Oddie -	- - -	William Burley - -	Cottage, Garden, and Shed.
Joseph Pullon, Elizabeth Ashton, and John Mason.	- - -	Martha Aspinall, Abraham Crossland, Ann Croomat, Benjamin Carr, George Burrill	Sheds.
John Mason - -	- - -	Abraham Crossland - -	Cottage.
Elizabeth Ashton - -	- - -	Ann Croomat, Benjamin Carr	Two Ditto.
Joseph Pullon - -	- - -	Martha Aspinall, George Burrill.	Two Ditto.
Representatives of S. Dobson	- - -	Anne Mason, Marianne Bean, William Cockeram, Richard Cockeram, Jacob Lake.	Three Cottages.
William Wilks - -	- - -	Joseph Henman, Jonathan Bottomley, Robert Paul, William Ward, Joseph Gowthy, Thomas Stratton.	Four Cottages and Sheds.
Ditto - -	- - -	Thomas Stratton - -	Garden.
Aire and Calder Navigation Company.	- - -	Joseph C. Oddie - -	Sheds.
Ditto - -	- - -	Ditto - - -	Garden.
John Upton - -	- - -	In hand - - -	House, Garden, and Outbuildings.

Parish and Township of Rothwell.

Lord Stourton - -	- - -	Isaac Rimington Tetley -	Arable and Plantation.
Ditto and Aire and Calder Navigation Company.	- - -	In hand - - -	Stone Quarry.
Lord Stourton - -	- - -	Aire and Calder Navigation Company.	Tramroad.
Ditto - -	- - -	In hand - - -	Plantation.
Lady William Gordon -	- - -	In hand - - -	Wood.
Ditto - -	W. Fenton	Thomas Moss - - -	House, Garden, Yard, and Outbuildings.
Ditto - -	Ditto	Ditto - - -	Garden.
Lord Stourton - -	- - -	In hand - - -	Wood.
Lady William Gordon -	- - -	Ditto - - -	Wood and Waste.
Ditto - -	- - -	Ditto - - -	Wood.
Lord Stourton - -	- - -	John and Joseph Charlesworth.	Coal-staith, Tramroad, and Wharf.
Ditto - -	- - -	Ditto - - -	Cinder Oven and Yard.
Ditto - -	- - -	In hand - - -	Fish-pond and Plantation.
Lord Stourton - -	- - -	In hand - - -	Wood.
Ditto - -	- - -	John Tattersall - - -	House, Garden, Yard, and Outbuildings.
Ditto - -	- - -	Unoccupied - - -	Ditto.
Ditto - -	- - -	William Webster - - -	House and Garden.
Aire and Calder Navigation Company.	- - -	Commissioners of the Leeds and Barnsdale Road.	Wharf.

Parish of Leeds, Township of Hunslet.

Reverend Ralph Henry Brandling.	- - -	John Robson, George P. Moorhouse, and John Ainsworth.	Garden.
Ditto - -	- - -	John Robson - - -	Public House, Yard, and Outbuildings.

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
Reverend Ralph Henry Brandling.	- - -	John Robson -	Garden.
Ditto - -	John Robson	William Bean - -	Ditto.
Reverend George Fenton and William Fenton.	- - -	Grace Morris - -	Public House, Yard, and Outbuildings.
Ditto - -	- - -	Charles Shaw - -	House.
Ditto - -	- - -	James Wood - -	Ditto.
Ditto - -	- - -	James Pitts - -	Ditto and Shop.
Ditto - -	- - -	Vacant - -	House.
William Horner - -	- - -	John Salts - -	Ditto.
Ditto - -	- - -	Hannah Green - -	Ditto.
Thomas Harrison, Charles Gunson, and the Representatives of Mrs. Thompson.	- - -	Charles Langdale - -	Ditto.
Ditto - -	- - -	Joseph Spurr - -	Ditto.
William Mann - -	- - -	John Ainsworth - -	Ditto.
Ditto - -	- - -	James Rosindale, William Bean, John Salt, Samuel Salt.	Four Houses.
Thomas Harrison, Charles Gunson, and Representatives of Mrs. Thompson.	- - -	William Mason - -	Yard.
William Mann - -	- - -	James Smith - -	Ditto.
W. Horner - -	- - -	Jane Wood - -	House.
Ditto - -	- - -	John Fielding - -	Ditto.
Ditto - -	- - -	Joseph Talent - -	Ditto.
Ditto - -	- - -	Alice Wright - -	Ditto.
Ditto - -	- - -	Vacant - -	Ditto.
Thomas Harrison, Charles Gunson, and the Representatives of Mrs. Thompson.	- - -	Richard Hincliff - -	Ditto.
Ditto - -	- - -	William Gothard - -	Ditto.
Ditto - -	- - -	William Mason - -	Public House and Brewhouse.
David William Nell - -	- - -	James Skerritt, Ellen Simpson, George Coates.	Three Houses.
Ditto - -	- - -	Thomas Banks - -	House and Smithy.
Ditto - -	William Fenton	Thomas Longley, Robert Naylor, John Bramfoot, William Raby, and One vacant.	Five Houses.
Ditto - -	Ditto - -	John Willis, James Coghill, John Robinson, George Moorhouse, John Baxter, Benjamin Barnforth.	Six Ditto.
Reverend George Fenton and William Fenton.	George Shaw	Daniel Burgoyne - -	House.
Ditto - -	- - -	Thomas Crew - -	House and Shed.
Ditto - -	G. Shaw - -	George Friar, Thomas Barlow	Two Ditto.
Ditto - -	Ditto - -	Thomas Salt, Sarah Salt, Joseph Hawksworth.	Three Houses.
Ditto - -	- - -	Unoccupied - -	One Ditto.
Ditto - -	- - -	Samuel Pitts, Henry Harrison, and Robert Probatt.	Three Ditto.
Ditto - -	G. Shaw. - -	Benjamin Bamforth - -	One Ditto.
Thomas Harrison, Charles Gunson, and Representatives of Mrs. Thompson.	- - -	William Mason and William Firth.	Stables.
Ditto - -	- - -	Richard Skerritt - -	Garden.
Ditto - -	- - -	Benjamin Bamforth - -	Ditto.
Ditto - -	- - -	William Mason - -	Ditto.

[Local.]

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Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
Thomas Harrison, Charles Gunson, and Representatives of Mrs. Thompson.	- - -	William Mason - - -	Skittle Ground.
Ditto - - -	- - -	Ditto - - -	Garden.
T. Harrison, C. Gunson, and Representatives of Mrs. Thompson.	- - -	William Gothard - - -	Garden.
Reverend G. Fenton and W. Fenton.	- - -	Isabella Routh - - -	Garden and Yard.
Ditto - - -	- - -	John Henderson, Richard Marshall, William Pitts, James Calverley, and John Auchterlownie.	Gardens and Sheds.
Ditto - - -	- - -	John Ward, Isabella Routh, John Auchterlownie, James Calverley, Richard Marshall, John Henderson, William Pitts.	Six Cottages and Stable.
Aire and Calder Navigation Company and James Atkinson.	- - -	Samuel Hudson - - -	Cottage.
Ditto - - -	- - -	Ditto - - -	Garden.
Representatives of the late Pym Nevins.	- - -	Sarah Walton - - -	Ditto.
Ditto - - -	- - -	William Crossfield - - -	Ditto.
Ditto - - -	- - -	William Holmes - - -	Ditto.
Ditto - - -	- - -	- - -	Mill Goit.
Ditto - - -	- - -	William Burnett - - -	Garden.
Ditto - - -	- - -	Pym Nevins and William Crossfield.	Tenter Field and Gardens.
J. E. Denison and Edward Wilkinson.	- - -	Vacant - - -	Cottage and Shed.
Ditto - - -	- - -	John Bramham - - -	Garden.
John Edward Brooke	- - -	John Ingram - - -	Ditto.
The Mortgagees and Assignees of John and George Sayner.	- - -	Ditto - - -	Ditto.
Ditto - - -	- - -	Ditto - - -	House and Outbuildings.
John Edward Brooke	- - -	In hand - - -	Cloth Mill, Outbuildings, and Premises.
Joseph Ingram	- - -	Pym Nevins - - -	Dry-house.
Mortgagees and Assignees of John and George Sayner.	- - -	John Ingram - - -	Garden.
Ditto - - -	- - -	Charles Braithwaite and Anthony Myers.	Two Cottages and Gardens.
Saint Andrew Ward - - -	- - -	John Walker - - -	Gardens.
Colonel Vincent - - -	- - -	Richard Crosland - - -	Cowhouse.
Mortgagees and Assignees of John and George Sayner.	- - -	John Ingram - - -	Garden.
Joseph Eyres	- - -	Anne Brinham - - -	Cottage and Shed.
Ditto - - -	- - -	George Spark - - -	Ditto.
Ditto - - -	- - -	Sarah Nords - - -	Ditto.
Ditto - - -	- - -	Elizabeth Spencer - - -	Ditto.
Ditto - - -	- - -	Joseph Midgley - - -	Ditto.
Ditto - - -	- - -	James Thornton - - -	Ditto.
Ditto - - -	- - -	Margaret Spencer - - -	Ditto.
Ditto - - -	- - -	John Gibson - - -	Ditto.
Ditto - - -	- - -	Joseph Thompson - - -	Ditto.
Ditto - - -	- - -	Rachael Nolan - - -	Ditto.
Ditto - - -	- - -	Peter Walker - - -	Ditto.
Ditto - - -	- - -	John Sheard - - -	Ditto.
Ditto - - -	- - -	James Pullen - - -	Ditto.
Ditto - - -	- - -	John Tailforth - - -	Ditto.

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
Joseph Eyres	- - -	John Broadbelt	Cottage and Shed.
Ditto	- - -	Thomas Chadwick	Ditto.
Ditto	- - -	George Wood	Ditto.
John and Samuel Clapham	- - -	Thomas Harrison	Yard.
Ditto	- - -	Ditto	House, Outbuildings, and Premises.
Ditto	- - -	Ditto	Warehouse.
Ditto	- - -	Ditto	Yard.

Township of Leeds.

James Armitage Rhodes, William Rhodes, and Peter Rhodes.	- - -	Jonathan Benson	Garden.
Ditto	- - -	Ditto	Ditto.
J. A. and W. Rhodes	- - -	Ditto	House, Outbuildings, and Hothouses.
William Chadwick	- - -	William Singleton	Garden.
Ditto	- - -	Ditto	House, Garden, and Outbuildings.
John Blayds	- - -	Messieurs Boyle, Carr, and Company.	Warehouse and Sheds.
Ditto	- - -	Thomas Senior	House.
Ditto	- - -	John Pullen	Ditto.
Ditto	- - -	James Buckley	Ditto.
Ditto	- - -	Mallows Freeman	Ditto.
Ditto	- - -	Ditto	Sheds.
Ditto	- - -	Ditto	Yard or Garden.
Ditto	- - -	Catherine Foster, William Jones, and M. Freeman.	Two Houses and Stables.
Ditto	- - -	William Nicholson, James Parker, and Thomas Wright.	Warehouse and Stable.
Ditto	- - -	Vacant	Sheds and Warehouse.
Ditto	- - -	Christopher Nicholson and Company, and William Eyres.	Malt Warehouse and Kiln.
Ditto	- - -	William Davey, William West- wood, and Part unoccupied.	Warehouse, House, and Blacksmith's Shop.
Ditto	- - -	William Brown	Cloth Warehouse.
Ditto	- - -	Ditto	Garden.
Ditto	- - -	Thomas Holt	Ditto.
George Banks	- - -	In hand	House.
Ditto	- - -	Ditto	Outbuildings.
Ditto	- - -	Ditto	Yard.
Ditto	- - -	Ditto	Warehouse.
Ditto	- - -	Ditto	Garden.
Ditto	- - -	Ditto	Ditto.
Ditto	- - -	Ditto	Sheds.
John Blayds	- - -	John Rawnsley	House.
Ditto	- - -	Thomas Holt and William Brown.	Stables.
Ditto	- - -	Thomas Holt, William Brown	Two Houses.
Ditto	- - -	William Brown	Cloth Mill and Pre- mises.
Ditto	- - -	Ditto	Tenter Field.
Ditto	- - -	Ditto	Warehouse and Shops.
Ditto	- - -	Ditto	Workshops.

