



ANNO UNDECIMO & DUODECIMO

VICTORIÆ REGINÆ.

Cap. cl.

An Act for draining, warping, and otherwise improving *Thorne Moor* in the West Riding of *Yorkshire*. [14th August 1848.]

WHEREAS there is in the Parish of *Thorne* in the West Riding of *Yorkshire* a large Tract of Moorland, containing about Four thousand Acres, and known as *Thorne Moor*, which is entirely unproductive, but which could be rendered fertile, with great Advantage to the Public, if it were properly drained, warped, and otherwise improved: And whereas an Act was passed in the Fifty-first Year of the Reign of King *George* the Third, intituled *An Act for enclosing Lands in the Parishes of Hatfield, Thorne, and Fishlake, in the Manor of Haitefield in the West Riding of the County of York*; and another Act was passed in the Fifty-third Year of the same Reign, intituled *An Act for enclosing Lands in the Townships of Crowle, Eastoft, and Ealand in the Parish of Crowle in the County of Lincoln, and extending into the West Riding of the County of York*: and another Act was passed in the Fifty-sixth Year of the same Reign, for amending the last-recited Act, and for draining and warping the said Lands and other Lands in the said Act mentioned: And whereas the Persons herein-after mentioned are willing, at their own Expense, to drain, warp, and improve Parts of the said Moorland; but they cannot do so without the Authority of Parliament:

[Local.]

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May

Provisions of 8 & 9 Vict. cc. 16. and 18. incorporated with this Act. May it therefore please Your Majesty that it may be enacted ; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That "The Companies Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Act, 1845," be incorporated with and form Part of this Act, excepting in so far as the Provisions of the same may be varied by this Act.

Short Title. II. And be it enacted, That in citing this Act in other Acts of Parliament, and in legal and other Instruments, it shall be sufficient to call the same "The *Thorne Moor* Drainage and Improvement Act, 1848."

Subscribers incorporated. III. And be it enacted, That *Richard Ellison, Edmund Denison, Robert Baxter, Makin Durham*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the said Undertaking, and their respective Executors, Administrators, Successors, and Assigns, shall be united into a Company for the Purpose of draining, warping, and otherwise improving the said Tract of Moorland as herein-after defined, according to the Provisions of this Act and of the Acts incorporated herewith, and for other the Works and Purposes herein and in the said Acts contained ; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *Thorne Moor* Improvement Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have a Common Seal, and by that Name shall sue and be sued, and shall have Power to purchase, hold, and sell Lands for the Purposes of the Undertaking, with the Restrictions herein and in the recited Acts contained, and shall have all such other Powers as are given by this Act or by the Acts incorporated herewith.

Capital. IV. And whereas the estimated Expense of the said Drainage, Warping, and Improvement, and of the Works incident thereto, is Thirty-seven thousand Pounds : Be it enacted, That the Capital of the Company shall be Thirty-seven thousand Pounds.

Number and Amount of Shares. V. And be it enacted, That the Number of Shares into which the Capital shall be divided shall be One thousand eight hundred and fifty, and the Amount of each Share shall be Twenty Pounds.

Calls. VI. And be it enacted, That Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company shall make on the Shareholders, and that Ten Pounds shall be the greatest aggregate Amount of Calls that may be made in any One Year upon any Share, and that One Month's Notice at the least shall be given of each Call.

Power to borrow Money on Mortgage. VII. And be it enacted, That it shall be lawful for the Company to borrow on Mortgage or Bond any Sums not exceeding in the whole the Sum of Twelve thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of
Thirty-seven

Thirty-seven thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up.

VIII. And be it enacted, That the Number of Shareholders to call or require to be called an extraordinary Meeting of the said Company shall be Three or more, such Three or more Shareholders holding in the aggregate One hundred Shares or upwards in the said Undertaking upon which all Calls actually due shall have been paid and satisfied. Power to call special Meetings.

IX. And be it enacted, That the First Ordinary Meeting of the Company shall be held within Nine Months after the passing of this Act, and the Number constituting a General Meeting of the Company shall be Seven or more Shareholders. Ordinary Meeting.

X. And be it enacted, That the Number of Directors shall be Six, and the Qualification of a Director shall be the Possession in his own Right of Twenty Shares in the Undertaking. Number and Qualification of Directors.

XI. And be it enacted, That *Richard Ellison, Edmund Denison, John Whittaker, Edmund Godfrey, Robert Baxter, and Makin Durham*, shall be the first Directors of the Company. First Directors.

XII. And be it enacted, That the Quorum of a Meeting of Directors shall be Three. Quorum.

XIII. And be it enacted, That it shall be lawful for the Company to increase or diminish the Number of Directors, provided that there shall at no Time be more than Nine nor less than Four Directors. Power to vary the Number of Directors.

XIV. And be it enacted, That all Advertisements by the Company shall be inserted in some Newspaper published in the West Riding of *Yorkshire*. Newspapers for Advertisements.

XV. And whereas Plans have been prepared, showing the Lands intended to be drained, warped, and otherwise improved by the Authority of this Act (which Lands are herein-after designated as the Moorlands), and also the Land intended to be taken and used by the like Authority for the Purpose of such Warping, and Books of Reference to the said Plans have also been prepared, containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers, of such Tract and Land: Be it enacted, That before the Company shall exercise any of the Powers conferred by this Act a Copy of the said Plans and Book of Reference, signed by the Right Honourable *Charles Shaw Lefevre*, shall be deposited at the Office of the Clerk of the Peace for the West Riding of *Yorkshire*, to be retained therein, and to be open to the Inspection and Use of all Persons interested, in the same Manner and upon the same Conditions as are prescribed (touching the Documents therein referred to) by the Act passed in the First Year of the Reign of Her present Majesty, "to compel Clerks of the Peace for Counties, and other Persons, to take the Custody of such Documents as shall be directed Plans, &c. to be deposited.

7 W. 4. &
1 Vict. c. 83.

“ directed to be deposited with them under the Standing Orders of
“ either House of Parliament.”

Power to
purchase and
hold Lands.

XVI. And be it enacted, That, subject to the Provisions in this Act and in the recited Acts contained, it shall be lawful for the Company to enter into and upon and purchase by Compulsion and hold the Lands delineated on the said Plans and described in the said Books of Reference and in the Schedule to this Act as to be taken and used for the Purpose of such warping, and also to enter into and upon the Lands so delineated and described as to be improved, for the Purposes of such Draining, Warping, and Improvement, and with the Consent of the Owners thereof to purchase any Part of such Lands, and also to purchase by Agreement, but not by Compulsion, and hold any other Lands near or adjoining to the same Lands, and suitable for advancing such Purposes of Improvement.

Errors and
Omissions in
Book of Re-
ference may
be corrected
by Two Jus-
tices, who
shall certify
the same.

XVII. And be it enacted, That if any Omission, Mis-statement, or erroneous Description shall have been made of any Lands, or of the Owners, Lessees, or Occupiers of any Lands, described in the said Book of Reference or in the Schedule to this Act, it shall be lawful for the Company, after giving Ten Days Notice to the Owners of the Lands affected by such proposed Correction, to apply to Two Justices for the Correction thereof, and if it shall appear to such Justices that such Omission, Mis-statement, or erroneous Description arose from Mistake, they shall certify the same accordingly, and they shall in such Certificate state the Particulars of any such Omission, and in what respect any such Matter shall have been mis-stated or erroneously described; and such Certificate shall be deposited with the Clerk of the Peace for the said West Riding of *Yorkshire*, and shall also be deposited with the Parish Clerks of the several Parishes in which the Lands affected thereby shall be situate; and such Certificate shall be kept by such Clerk of the Peace and Parish Clerks respectively along with the other Documents to which they relate; and thereupon such Book of Reference or Schedule shall be deemed to be corrected according to such Certificate, and it shall be lawful for the Company to make the Works in accordance with such Certificate: Provided always, that nothing in this Act contained shall enable the Company to take by Compulsion any Lands for the Purpose of warping belonging to or claimed by *Hugo Charles Meynell Ingram Esquire, William Webster, and John Johnson and Maria his Wife, or either of them.*

Certificate to
be deposited.

Proviso.

Period for
compulsory
Purchase of
Lands
limited.

XVIII. And be it enacted, That the Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Five Years from the passing of this Act.

Power to
alter and
construct
Drains.

XIX. And be it enacted, That it shall be lawful for the Company, for the better Drainage of the Moorlands, to set out and make therein such Drains, Ditches, Watercourses, Tunnels, Banks, and Bridges, of such Size, Extent, and Form, and in such Situation, as they shall deem necessary, and also to enlarge and cleanse or alter the Course
of

of and improve any of the present Drains, Ditches, Streams, or Water-courses, Banks and Bridges, as well in, through, over, and adjoining the Moorlands, as also in, through, over, and by the Side of any of the public Roads or Ways, or, with the Consent of the Owners thereof, in, through, or over any ancient Inclosures or other Lands within the Parishes of *Thorne* and *Goole*, as the Company shall deem necessary (making Satisfaction to the Proprietors of such ancient Inclosures or Lands for the Damage done thereby); and the Costs and Expenses of obtaining this Act and incidental thereto, and of effecting such better Drainage, shall be raised by a Rate or Tax not exceeding in the whole Five Pounds *per* Acre, by an equal Acre Rate upon the said Moorlands, the Amount of such Expenses to be verified upon Oath before Two of Her Majesty's Justices of the Peace for the West Riding of the County of *York*; and it shall be lawful for the said Company, by a Rate under their Common Seal, to tax and charge such Moorlands accordingly, and to direct the Amount of such Rate to be paid at such Time and Place as they shall appoint: Provided nevertheless, that the Lands so to be charged shall alone be liable to the Payment of such Rate, and that the Owners or Occupiers thereof shall not be personally or in respect of any other Property liable to such Payment; and provided further, that it shall not be lawful for the Company to make or enlarge any Drain, Ditch, Stream, or Watercourse by virtue of this Act, so that the Width of the same at the Bottom thereof shall exceed Eleven Feet.

XX. And be it enacted, That it shall be lawful for the Company, at any Time if they shall think proper, in executing the said Drainage Works, to contract and agree with any Persons or Parties interested in the draining, embanking, or preserving of any other Lands or Grounds near or adjacent to the said Moorlands, for the Use of or for the making, repairing, and maintaining of any Banks, Catchwater Drains, or other Works of Drainage or Embankment which the Company and such last-mentioned Persons or Parties may consider necessary or expedient for draining, embanking, or preserving such respective Lands and Grounds, upon such Terms, Conditions, Stipulations, and Agreements to be entered into between them respectively as such contracting Parties may agree upon, such Terms being deemed Part of the Expenses aforesaid, limited nevertheless as aforesaid.

Power to agree with Persons interested in draining adjoining Lands.

XXI. And whereas in order to improve the said Moorlands it will be necessary to bring from the adjoining Lands, and lay upon the said Moorlands, Earth and Soil to form a new Surface thereon, and, with reference to the Circumstances of different Portions of the same Lands, it will be expedient that such new Surface should on some Parts be of the Thickness of Nine Inches, and in other Parts of Six Inches only, and the Expense of such Improvement will vary accordingly: Be it enacted, That it shall be lawful for the Company, until the whole of the said Moorlands shall be improved, to enter upon and occupy the same, for the Purpose of covering the same with Soil as aforesaid, and to pass over and across the same with and place thereon all such Plankways, Tramroads, Engines, Carriages, Machines, and Materials, and also with Horses, Workmen, and Superintendents, as shall be necessary for the Purpose aforesaid,

Power to improve Lands and charge the same with certain Sums according to such Improvement.

and that each and every Acre of the said Moorlands which shall be so covered by a new Surface of Soil to the Depth of Nine Inches shall be charged with the Sum of Thirty Pounds, and each and every Acre of such Moorlands so covered to the Depth of Six Inches only shall be charged with the Sum of Twenty-five Pounds, and the Company shall give Instructions under the Hand of their Secretary, to be left at the Residence of every Owner of the said Moorlands, of the Time when and the Depth to which each Plot shall from Time to Time be completely covered: Provided nevertheless, that it shall in every Instance be determined by the respective Owners of the Lands so to be improved whether the Depth of the new Surface of Soil shall be Nine or Six Inches on their respective Lands, and they shall give Notice to the Secretary of the Company of the Depth of Soil or new Surface so required by them respectively to be laid on their respective Lands within Twelve Calendar Months after the Allotment of the said Moorlands as herein-after mentioned.

Lands to remain in the Hands of the Company till Sums charged on them are paid with Interest.

XXII. And be it enacted, That the said Lands so respectively charged with the said Sum or Sums of Money for Drainage or for Improvement as aforesaid shall remain liable for and be a Security to the Company for the same Sums owing, in priority to any other Charges which may at the passing of this Act, or at any other Time, affect the same; and it shall be lawful for the Company to hold and keep possession and let and demise the same, and receive the Rents thereof, until such Sums shall be fully paid and discharged, together with Interest upon such Part of the same Sums as shall for the Time being remain unpaid, after the Rate of Five Pounds *per Centum per Annum*, such Interest to commence with respect to each particular Part of the same Lands so that One Twelvemonth's Interest shall be due upon such Rates on the First of *September* of the Year in which the first Crop shall be reaped or gathered on such improved Land: Provided that no Lease shall be granted of the same Lands for any longer Period than Seven Years, and that the same shall be let at the full improved Value: Provided also, that the said Moorlands shall alone be liable to the Payment of the said Sums of Thirty Pounds or Twenty-five Pounds (as the Case may be), and that the Owners or Occupiers thereof respectively shall not be personally, or in respect of any other Property, liable to such Payment: Provided also, that the said Company shall and they are hereby required (on Request in Writing made to the Secretary of the Company by the Party or Parties requiring the same) to render in Writing, at least once in each Year, a full and true Account of all Rents received by them, and of all Rates and Interest due to them, and of all other Matters in respect of all Lands belonging to the Party or Parties requiring such Account of which the Company shall so hold and keep Possession under the Powers of this Act.

Owners of Moorlands empowered to raise Money thereon.

XXIII. And whereas some of the Owners and Proprietors of the said Moorlands may have Occasion to borrow Money to defray their respective Shares and Proportions of the Expenses incident to and attending such Improvement, but cannot, by reason of some Incapacity or Impediment, make effectual Securities for Money so to be borrowed: Be it therefore enacted, That it shall and may be lawful to and for all or any of the said respective Owners or Proprietors,
Ecclesiastical

Ecclesiastical or Lay, being Tenants for Life or in Tail, and also for the Husbands, Guardians, Committees, Trustees, or Attornies of or for such of the said Owners or Proprietors as shall be under Cover-
 ture, Minors, Lunatics, or beyond the Seas, or otherwise incapable of acting for themselves, by Writing under their Hands and Seals, from Time to Time to charge the said Lands so to be improved by virtue of this Act with such Sum or Sums of Money as will fully defray their respective Shares and Proportions of the Charges and Expenses incident to and attending such Improvement; and for securing the Repayment of such Sum or Sums of Money, with Interest, the Person or Persons borrowing the same respectively may by Indenture or other Deed under his, her, or their Hand and Seal or Hands and Seals, and attested by Two or more credible Witnesses, grant, convey, mortgage, lease, or demise such Lands as aforesaid, either in Fee Simple with Powers of or Trusts for Sale, or for any Term or Number of Years, or otherwise unto or in trust for such Person or Persons as shall advance and lend such Money, so that every such Grant, Conveyance, Mortgage, Demise, or Security shall be made with a Proviso or Condition to cease and be void, or with an express Trust to be assigned, surrendered, or reconveyed, when such Sum or Sums of Money hereby to be secured, with the Interest thereof, shall be fully paid and satisfied, and shall also contain a Covenant to pay and keep down the Interest of the thereby secured Money during his, her, or their respective Lives, and that no Person afterwards becoming possessed of any such Lands or Grounds shall be liable to any further or larger Arrear of Interest than for One Year preceding the Time that the Title to such Possession shall have commenced; and that every Grant, Conveyance, Mortgage, Lease, or Demise so to be made shall be good, valid, and effectual in the Law for the Purposes thereby intended, notwithstanding the Want of legal Title in the said Tenants for Life or in Tail, or other Person or Persons as aforesaid, any Law, Usage, Settlement, Will, Trust, Use, Remainder, or Limitation to the contrary notwithstanding.

XXIV. And be it enacted, That it shall be lawful for the Com-
 pany to mortgage, to any Person or Persons who may be willing to advance the same, the said Lands so improved or any Part thereof, so long as any Sum to be charged under the Powers of this Act shall remain unpaid for the whole or any Part of the Amount so remaining unpaid, and by Deed under their Common Seal to demise such Lands for any Term not exceeding One thousand Years to such Mortgagee accordingly; provided that in every such Mortgage there be contained a Proviso that the same shall become void upon Repayment to such Mortgagee, his Executors, Administrators, or Assigns, of the Principal Sum advanced by him, together with Interest at any Rate not exceeding Five Pounds *per Centum per Annum*; and every such Mortgage, and the Sum thereby secured, shall take Priority of any and every other Estate, Charge, or Incumbrance, at the Time of such Mortgage existing in or affecting the same Lands; and the Mortgagee, his Executors, Administrators, or Assigns, shall have Power to recover in Ejectment accordingly.

Power for
 Company to
 mortgage
 to pay off
 Improvement
 Charges.

XXV. And be it enacted, That it shall be lawful for the Com-
 pany to stop up or alter and divert any of the Roads or Highways
 which

Power to
 stop up and
 alter Road

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which may pass through or over the Moorlands, and instead thereof to set out any other Roads or Highways which may appear to them more convenient to the Public or Proprietors; provided that if any such Roads so proposed to be stopped up or diverted shall be a public Highway, the same shall not be stopped up or diverted except with the Consent and under the Order in Writing of any Two Justices of the Peace for the West Riding of the County of *York*, made after Notice of the Intention to stop up or divert the same shall for Four successive Weeks have been affixed at each End of such public Highway, and on the Church Doors of the Parish in which such Highway may be situate: Provided also, that all the Provisions of the Act passed in the Session of Parliament held in the Fifth and Sixth Years of the Reign of King *William* the Fourth, intituled *An Act to consolidate and amend the Laws relating to Highways in that Part of Great Britain called England*, whereby Persons thinking themselves aggrieved by the stopping up or diverting of a Highway in pursuance of the Order of Two Justices are empowered to appeal to the Justices of the Peace in Quarter Sessions assembled, shall apply to and be incorporated with this Act; and provided lastly, that the Roads or Highways so set out shall, after the said Moorlands are brought into Cultivation, be repaired and maintained by the Owners of the said improved Lands by an equal Acre Rate to be levied on the same Lands.

Power to
Company to
divide and
allot the
Moorlands.

XXVI. And be it enacted, That the Company shall and they are hereby required, as soon as conveniently may be after the passing of this Act, to divide and allot the said Moorlands, so that the same may, in the Judgment of the Surveyor of the said Company, be most conveniently occupied; and that each Owner shall receive the same Quantity of Land in his new Allotment as he possessed in the said Moor previously to such Allotment, subject nevertheless to Alterations in such Quantity in consideration of the Situation or partial Improvement of the Allotments, and subject also to the deducting therefrom of a proportionate Quantity for Roads, Drains, and Works, and also for the Satisfaction of any just Claims of the Participants of the Level of *Hatfield Chase*.

Award to be
made.

XXVII. And be it enacted, That the Company shall, by an Award under their Common Seal, and signed by their Surveyor or Engineer for the Time being, set forth the several Allotments to each Owner as aforesaid, and shall annex to such Award a Plan or Map, to be drawn upon Parchment or Vellum, on which the public and private Roads, Paths, and Drains, with the Boundaries of the several Allotments and respective Quantities contained therein; and such other Matters and Things as the Company shall think fit, shall be fairly and distinctly delineated and expressed; and one Copy of the said Award and Plan shall be deposited in the Parish Church of *Thorne*, and another Copy of the same shall be delivered to the Clerk of the Peace of the West Riding of the County of *York*, to be kept by him among the Records of the said County, so that Recourse may be had thereto by any Person interested in the Premises, for the Reception whereof the Fee of Two Pounds Two Shillings shall be paid, and for the Perusal whereof the Sum of One Shilling and no more shall be paid; and the said Award shall, from
the

the Delivery thereof to the said Clerk of the Peace, be deemed to be enrolled: Provided always, that in so dividing or allotting such Lands and making and completing such Award as aforesaid no further or additional Sum or Sums of Money than those herein-before provided for shall be in anywise charged upon any of the Lands intended to be hereby improved, or upon the Owners or Occupiers thereof respectively in respect of the same or of any other Lands, Tenements, or Hereditaments.

XXVIII. And be it enacted, That after such Allotment and Award as aforesaid shall be made, every such new Allotment shall vest in and belong to the same Person or Persons, Body Politic or Bodies Politic, and shall be held to the same Uses, upon the same Trusts, Ends, Intents, and Purposes, for the same Estates and Interests, and charged and chargeable in the same Manner in all respects, and as of the same Tenure, as the Lands in lieu of which the same shall have been allotted, and as if the Allotment so lastly made was identically the same as the original Lands in lieu of which it is substituted, to the end that the Tenure and Title at the Time of such Award of and belonging to the said Lands shall be deemed to be transferred, and shall attach to such new Allotments accordingly.

Transfer of Tenure, Title, and Estates from old Allotments to new Allotments.

XXIX. And whereas *Hugo Charles Meynell Ingram* Esquire and other Parties claim to have certain Rights or Interests in or over the said Moorlands, and the same Lands being now wholly unprofitable, it is expedient that all such Rights and Claims, and all Disputes as to the Title or Right to the same Lands, should be settled before the same are improved: Be it enacted, That it shall be lawful for the said Company to give Notice in Writing under the Hand of their Secretary, by leaving the same at their respective Residences, to any Person or Persons claiming any such Rights, and to all Persons interested in the same, and also from Time to Time to any Parties disputing the Rights or Title to the said Lands, requiring the several Parties so claiming or disputing to refer the Claim or Dispute to Arbitration; and in case either or both of such Parties shall for the Space of One Month from the Delivery of such Notice neglect by Writing under their Hand or Hands left at the Office of the said Company to appoint an Arbitrator on his or their Behalf, it shall be lawful for the Company to appoint an Arbitrator on the Behalf of the Party or Parties so making default, such Appointment nevertheless being made with the Assent of Two Justices of the Peace for the West Riding of the County of *York*, after Proof before such Justices of the serving or leaving of such Notice or Notices as aforesaid.

Power in Company to require certain Claims to be referred to Arbitration.

XXX. And be it enacted, That the Certificate under the Hands of such Justices of their Assent to such Appointment, and of the Proof of the Service of Notice upon the Parties named therein, shall be conclusive Evidence of such Facts in all Courts of Law against the Parties so named; and moreover, that with respect to the Participants of the Level of *Hatfield Chase*, and to any Company or charitable Trustees, the Service or leaving of any such Notice with the Clerk of such Participants, Company, or charitable Trustees

As to Service of Notice of Arbitration.

[Local.]

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shall

shall be deemed a due Notice for the Purposes aforesaid to every individual Participant or Member of such Company or Trustee as aforesaid.

Certain Provisions of 8 & 9 Vict. c. 18. as to Arbitrations to apply to this Act.

XXXI. And be it enacted, That the Provisions of the "Lands Clauses Consolidation Act, 1845," with reference to supplying the Vacancy in the Case of Death or Incapacity of any Arbitrator, to the Appointment of Umpire in the Case of the Death of a single Arbitrator, and to the Proceedings and Award of the Arbitrator, Arbitrators, or Umpire in settling disputed Compensations, shall apply to the Arbitrators appointed under the present Act in the Cases aforesaid: Provided nevertheless, that such Arbitrators or Umpire shall, in every Case in which they shall deem any Right established, extinguish such Right by allotting Land in lieu thereof, and such Arbitrator or Umpire shall in no Case award any Sum or Sums of Money to be paid by any of the Parties to such Reference, but shall have Power only to award the Lands claimed to one or to both or all the Parties to such Reference, in such Manner as they shall deem equitable, and every such Award shall be finally conclusive upon all the Parties to such Reference, and the Lands included in such Award shall, as between all such Parties, be for ever afterwards held and enjoyed accordingly; and every Person or Persons to whom such Notice as aforesaid shall have been given shall be deemed a Party to such Reference: Provided also, that the Costs of every such Arbitration shall be charged against the Company, but so nevertheless that the Costs to be paid by the Company as the separate Costs of any Party being Claimant or Objector in any Arbitration in which the said *Hugo Charles Meynell Ingram* shall be a Party shall not exceed Two hundred and fifty Pounds for each of such Parties, and such Costs so paid shall be deemed Part of the Expenses of this Act; provided also, that no Party in any such Arbitration shall be prejudiced in his Right or Claim by any of the Terms of this Act, so far as they may appear or be construed to affect such Rights or Claims, but the same shall be determined in all respects as they would have been before the passing of this Act.

Completion of Works.

XXXII. And be it enacted, That all Works of Drainage, Warping, and Improvement to be done under the Authority of this Act shall be effected within Twenty Years from the passing thereof, after which Time all the Powers of the Company with relation to such Works shall cease, excepting for the Maintenance and Preservation thereof.

Company not to take Lands, &c. of T. Creyke and T. H. S. Sotherton without Consent.

XXXIII. And be it enacted, That nothing contained in this Act or in the said recited Acts shall extend or be construed in any Manner to extend to authorize or empower the said Company to enter into or upon, or take, hold, or purchase, either by Compulsion or in any other Manner than by a voluntary Agreement, any of the Waste or other Lands, Drains, Banks, Sluices, or other Works belonging to *Ralph Creyke* and *Thomas Henry Sutton Sotherton* Esquires, or their Successors, but that it shall be lawful for the said Company, and they are hereby authorized and empowered, at any Time or from Time to Time after the passing of this Act, to agree with the said *Ralph Creyke* and *Thomas Henry Sutton Sotherton*, or their Successors,
Heirs,

Heirs, or Assigns, for the Purchase or Use, either absolutely or conditionally, or for any Term or Terms of Years, and upon such Terms, Stipulations, and Arrangements, and for such Considerations, as may from Time to Time be mutually (but not otherwise) agreed upon between the said Parties, of all or any Part of the said Waste or other Lands, Drains, or Works of them the said *Ralph Creyke* and *Thomas Henry Sutton Sotheron*, or their Successors, Heirs, or Assigns, or for the Privilege of draining the said Moorlands by this Act intended to be improved by, into, or through the Lands, Drains, or other Works of the said *Ralph Creyke* and *Thomas Henry Sutton Sotheron*; and that every such Agreement shall be as binding upon the said Company and the Owners and Occupiers of and other Parties interested in the said Lands hereby intended to be improved as if the same had been expressed herein and formed Part of this Act.

XXXIV. Provided always, and be it enacted, That nothing in this Act contained shall extend or be construed to extend to prejudice or affect or to repeal or alter any of the Powers or Authorities given and granted to the Company of Proprietors of the *Stainforth and Keadby Canal Navigation* in and by an Act of Parliament passed in the Thirty-third Year of the Reign of King *George* the Third, intituled *An Act for making and maintaining a navigable Canal from the River Dun Navigation Cut at or near Stainforth in the West Riding of the County of York, to join and communicate with the River Trent at or near Keadby in the County of Lincoln*, or in and by any subsequent Act or Acts made and passed relating to the said Navigation, or to authorize or enable the *Thorne Moor Improvement Company*, or any Persons claiming under them, in any respect to injure, damage, obstruct, prejudice, widen, alter, or in any Manner use or interfere with the said Canal, or the Soak or Side Drains thereof, or any or either of them, without the Consent in Writing of the said Company of Proprietors for that Purpose first had and obtained: Provided that nothing herein contained shall prejudice or affect the Rights (if any) now vested in the Owners and Occupiers of the said Moorlands to drain the Waters from the same Lands by any existing Drains now running into the said Soak or Side Drains.

Nothing to affect the Powers of the *Stainforth and Keadby Canal Company* acting under 33 G.3. c. 117. without Consent.

XXXV. Provided always, and be it enacted, That nothing in this Act contained shall extend or be construed to extend to lessen, defeat, prejudice, alter, or affect the Jurisdiction, or any of the Rights, Privileges, Powers, or Authorities, of or in anywise belonging to the Commissioners of Sewers for the Time being of and for the Level of *Hatfield Chase* and Parts adjacent in the Counties of *York Lincoln*, and *Nottingham*, with respect to the Walls, Banks, Culverts, Rivers, Streams, Sewers, Drains, Ditches, Watercourses, Hedges, Dams, Floodgates, Cuts, Calcies, Sluices, Cloughs, or other Works, Aids, and Defences whatsoever, which now are or at any Time or Times and from Time to Time for ever hereafter shall or may be within, under, and subject to the Control, Survey, Order, Direction, or Management of the said Commissioners of Sewers, but that the same, and all the Estate, Right, Title, or Interest which the said Commissioners of Sewers now have, or shall, can, or may have therein respectively, shall remain, continue, and be in the said Commissioners of Sewers, as fully, beneficially, and effectually, to all Intents and Purposes,

Reserving Rights of Commissioners of Sewers of *Hatfield Chase*.

Purposes, as if this Act had not been passed; and also that all Works hereafter to be made by virtue of the Powers given by this Act shall when made (so far as relates to or concerns the Drainage and Preservation of the Level and Parts aforesaid, or any Part or Portion thereof,) be under and subject to the like Control, Survey, Order, Direction, or Management of the said Commissioners of Sewers, and all Lands now liable to any Drainage Rates imposed by the said Commissioners shall continue subject and liable to the same respectively, anything in this Act contained to the contrary thereof in anywise notwithstanding.

Power for
Company to
sell Lands
not wanted.

XXXVI. And be it enacted, That it shall be lawful for the said Company, at such Times and in such Portions and in such Manner as to them shall appear expedient, and either by public Auction or private Contract, to make sale and absolutely dispose of all Lands to be vested in the said Company under the Authority of this Act, and by Deed under their Common Seal, and in such Form, *mutatis mutandis*, as is in the said Lands Clauses Consolidation Act directed or prescribed with regard to the Conveyance of superfluous Lands, or in such other Form as the said Company shall order or direct, to convey and assure the said Lands, or such Part or Parts thereof as shall from Time to Time be sold, unto the Purchaser thereof and his Heirs, or as he shall direct; and the Receipts of the Treasurer of the said Company for the Purchase Monies, or for any Part thereof, shall be a sufficient Release and Discharge to the Purchaser for so much Money as in such Receipt shall be acknowledged to be received; and until such Sale shall be made as aforesaid it shall be lawful for the Company from Time to Time to let, set, and demise the same Lands for any Term which shall expire before the First Day of *January* One thousand eight hundred and seventy-one, unto such Persons, and for such yearly and other Rents, and subject to such Provisions and Restrictions, and in such Manner, as to the said Company shall seem fit.

Lands to be
sold within
Twenty-
three Years.

XXXVII. Provided always, and be it enacted, That all and singular the said Tracts of Land and other Lands and Hereditaments to be vested in the said Company by the Authority of this Act shall be sold by the said Company within Twenty-three Years after the passing of this Act, unless by reason of some Defect of Title alleged on the Part of the Purchaser, or by reason of any rescinding or Abandonment of any Contract for the Sale thereof, or by reason of any Breach of Contract, or any Action, Suit, or other Proceeding at Law or in Equity relating thereto, or on any other Account, the Completion of such Sale shall be unavoidably impeded, in which Case such Sale shall take place within Twelve Calendar Months next after such Impediment shall be removed.

Purchasers
not bound to
inquire into
any Delay in
such Sale.

XXXVIII. Provided nevertheless, and be it enacted, That no Purchaser from the said Company, after the Expiration of the said Space of Twenty-three Years, shall be bound to inquire into the Occasion of the Delay incurred in making any such Sale, or shall be liable to have his or her Title to the Hereditaments by him or her purchased, impeached, defeated, or anywise affected by any such Delay, for whatever Cause, any more than if such Sale had been
O made

made to him or her, and completed within such Space of Twenty-three Years.

XXXIX. Provided always, and be it enacted, That before the Company shall proceed to any Sale of the Lands so vested in them by the Authority of this Act they shall offer to sell the same to the Owners of Lands immediately adjoining the Lands so intended to be sold, and for that Purpose the Company shall divide the said Lands so to be sold in such Parcels as they may deem most convenient for the future Tenure and Cultivation thereof; and such Offer shall be made, and the Price shall be determined, and the said Lands shall be conveyed, according to the Provisions of the "Lands Clauses Consolidation Act, 1845," with respect to the Sale of superfluous Lands.

Improved Lands to be offered to Owners of adjoining Lands.

XL. Provided always, and be it enacted, That nothing in this Act contained shall compel the Company to cover with Soil or shall enable the Company to charge the Portion of the Moorlands now belonging to or claimed by *John Purdy* and *John Wilson* or either of them, or the new Allotments of the said Moorlands which shall be given to the said *John Purdy* and *John Wilson* or either of them in lieu of the Portions now belonging to or claimed by them or either of them, with any Sum of Money for warping the same, and that the Company shall, in allotting the said Moorlands, allot to the said *John Purdy* and *John Wilson* respectively Parts of the same contiguous to the cultivated Land now belonging to them respectively which borders upon the said Moorlands.

Company not to cover with Soil or charge the Moorlands of *J. Purdy* and *J. Wilson*.

XLI. Provided always, and be it enacted, That nothing in this Act contained shall interfere with, prejudice, affect, or take away any of the Rights, Powers, Privileges, and Authorities vested in the Company of Proprietors of the Navigation of the River *Dun*.

Saving Rights of *Dun Navigation Company*.

XLII. And be it enacted, That after the passing of this Act Interest after a Rate not exceeding Five Pounds *per Centum per Annum* upon the paid-up Capital shall be payable to the Shareholders half-yearly on the First Day of *January* and the First Day of *July* in every Year until a Dividend shall be declared; and if in any Year there shall not be declared a Dividend or Dividends together equal in Amount to Interest after the Rate aforesaid, there shall in every such Year be payable to the Shareholders such a further Sum or Sums as shall together with the Dividend or Dividends (if any) which shall be so declared as aforesaid make up the full Amount of such Interest, but such Dividends or Payments by way of Interest as aforesaid shall be made so far only as not to interfere with the full Payment of the Mortgages and other Charges to which the Capital of the said Company shall for the Time being be subject.

Interest on Calls.

XLIII. And be it enacted, That if any Person shall throw or wilfully place any Rubbish or other Material in or upon any Parts of the said 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 Matter or Thing to obstruct the free Passage of the Watercourses, Roads, Ways, and other Works, or injure

Penalty on Persons obstructing Works.

or damage any of the Embankments by this Act authorized or required to be done, he and every Person actually or constructively aiding or assisting therein shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence, in addition to the Amount of any actual Damage which may be thereby sustained by the Company.

Power of
Appeal

XLIV. And be it enacted, That if any Person shall think himself aggrieved by reason of the Amount to be charged upon his Lands for Expenses of Drainage so authorized aforesaid, or by the Award of the Surveyor as to the Division and Re-allotment of the said Moorlands, or by reason of the new Surface of Soil to be laid upon his Lands not being of the Thickness before specified, it shall be lawful for him to appeal to the General or Quarter Sessions of the Peace which shall be held for the said West Riding of the County of *York*, at any Time within Four Calendar Months next after the Cause of Complaint shall have arisen, on giving to the Company Ten Days previous Notice in Writing of such Appeal, and of the Matter thereof; and it shall be lawful for the Justices, not interested in the Premises, in such Sessions assembled, to hear the Matter of every such Appeal, and, in case they shall see fit, to appoint a Surveyor to inspect and report upon the Matters complained of, and at the same or any [adjourned] Quarter Sessions to make such Order or such further Order therein, and to award such Costs and Damages, as to them shall seem reasonable, and the Costs and Damages which shall be so awarded shall be levied by Distress, and the said Justices shall issue their Warrant accordingly; and in case any such Appeal shall appear to the said Justices to be frivolous, vexatious, or without Foundation, they shall award such Costs to be paid by the Appellant as to them shall seem reasonable, and such Costs shall be levied in manner aforesaid; provided that no Order of the said Justices shall extend wholly to set aside any such Rate or Charge for Drainage or for Improvement as herein-before authorized, but only to reduce the same to such Extent as they shall deem reasonable, and the same Rate or Charge so reduced shall remain valid; provided also, that no such Rate or Charge shall be liable to Appeal after the Expiration of Four Calendar Months after the same, as to a Drainage Rate, shall be laid by the Company, and as to an Improvement Charge shall have been signified to the Owner by such Notice aforesaid.

Expenses of
Act.

XLV. And be it enacted, That all the Costs, Charges, and Expenses of obtaining and passing this Act, or otherwise incidental thereto, shall be paid by the said Company out of the Funds of the Company, in preference to all other Payments whatsoever.

Public Act.

XLVI. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
Pasture Field	Sir William Bryan Cooke, Bart., of Don- caster, George Martin of Liverpool, Trustees for Sandal School.	- - -	Charles Kelsey.
Arable Field	Philip Featherstone	- - -	George Wilkinson.
Arable Field	Thomas Gervas	- - -	George Trimmingham.
Arable Field	Francis Rowe	- - -	George Hall and John Hall.
Arable Field	Richard Amery and Jo- seph Rowbottom, Devises in trust of George Alsop, de- ceased.	- - -	Charles Auckland.
Arable Field	Richard Amery and Joseph Rowbottom, Devises in trust of George Alsop, de- ceased.	- - -	Charles Auckland.
Arable Field	Mary White	- - -	George Hall and John Hall.

Parish of Hatfield, Township of Stainforth, County of York.

Grass Field	Makin Durham	- - -	Spencer Ashlin.
Grass Field	Makin Durham	- - -	Spencer Ashlin.
Grass Field	Henry Bridgman Simp- son.	- - -	Elizabeth Bladworth.
Arable Field	Edward Sheardown	- - -	William Oliver.
Arable Field	Edward Sheardown	- - -	William Oliver.
Arable Field	Thomas Killam	- - -	In hand.
Arable Field	Francis Roe	- - -	Thomas Rushby.

Parish of Thorne, Township of Thorne, County of York.

Grass Field	Makin Durham	- - -	Spencer Ashlin.
Grass Field	Makin Durham	- - -	Spencer Ashlin.
Grass Field	Makin Durham	- - -	Spencer Ashlin.

Parish of Snaith, Township of Swinefleet, County of York.

Waste Land, Drain, and Bank.	Thomas Henry Sutton Sotheron and Ralph Creykes.	- - -	In hand.
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