



ANNO SECUNDO & TERTIO

VICTORIÆ REGINÆ.

Cap. iv.

An Act for extending and for altering the Line of the *Manchester and Leeds* Railway, and for making Branches therefrom; and for amending the Acts relating thereto. [1st July 1839.]

WHEREAS an Act was passed in the Sixth and Seventh Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for making a Railway from Manchester to Leeds*; and certain Persons were thereby incorporated under the Name of "The *Manchester and Leeds* Railway Company," with Power to make a Railway to be called "The *Manchester and Leeds* Railway:" And whereas another Act was passed in the Seventh Year of the Reign of His said late Majesty, intituled *An Act for enabling the Manchester and Leeds Railway Company to vary the Line of such Railway; and for amending and enlarging the Powers and Provisions of the Act relating thereto*: And whereas it is expedient that a Portion herein-after mentioned of the Line of the said Railway should be altered, and that the said Company should be empowered to make the Extension of the said Railway and the Branches therefrom herein-after mentioned, and that a Diversion of the River *Calder* should be made; and that the said Company should also be empowered to provide additional and enlarged Stations, Yards, Warehouses,

[Local.]

houses,

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houses, and other Conveniences in the Town of *Manchester*; and it is also expedient that some of the Provisions of the said Acts should be altered, extended, and enlarged: And whereas the several Purposes aforesaid cannot be carried into effect without the Authority of Parliament: 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 all the Powers, Authorities, Provisions, Directions, Regulations, Rules, Restrictions, Limitations, Exemptions, Remedies, Penalties, Clauses, Matters, and Things contained in the said recited Acts or either of them (except such of them or such Parts thereof respectively as are by the lastly-recited Act or by this Act, or by any General Act of Parliament hereafter to be passed, repealed, altered, or otherwise provided for,) shall extend and be construed to extend to this Act, and to the several Works, Acts, Deeds, Matters, and Things hereby authorized or required to be made or done, and shall operate and be in force in respect to the Objects and Purposes of this Act, as fully and effectually, to all Intents and Purposes whatsoever, as if the same Powers, Authorities, Provisions, Directions, Regulations, Rules, Restrictions, Limitations, Exemptions, Remedies, Penalties, Clauses, Matters, and Things were repeated and re-enacted in this Act.

Provisions of recited Acts extended to this Act.

Power to make an Extension of said Railway, and Branches therefrom, and Alteration thereof, and to make all requisite Stations.

Extension.

Oldham Branch.

II. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized and empowered to make and maintain the Extension of the Line of the said Railway, and also the Alteration in the Line thereof, and the Branches therefrom, herein-after respectively mentioned, (together with all Stations, Wharfs, Warehouses, Yards, Offices, Sheds, Works, and other Conveniences requisite and proper for the same respectively,) and to make the Diversion of the River *Calder* herein-after also mentioned, in the respective Lines or Courses, and upon, across, under, or over the several Lands delineated on the respective Plans and referred to in the respective Books of Reference thereto deposited as herein-after mentioned with the respective Clerks of the Peace for the County Palatine of *Lancaster* and for the West Riding of the County of *York*; (that is to say,) to make and maintain an Extension of the Line of the said Railway, commencing in a Piece of Land intended for an Engine Station, in the Township and Parish of *Manchester* in the said County Palatine of *Lancaster*, belonging to the said *Manchester* and *Leeds* Railway Company, numbered Four on a Plan of the said Railway deposited with the Clerk of the Peace for the said County Palatine on the Thirtieth Day of *November* One thousand eight hundred and thirty-five, and near the End of the Viaduct there, and there to unite with a Branch now staked out and about to be formed from the said *Manchester* and *Leeds* Railway into the said Station, and the said Extension hereby authorized terminating in or near a Piece of Land near to *Hunts Bank* in the Township and Parish of *Manchester*, and passing in, through, or into the several Townships of *Cheetham* and *Manchester* in the said Parish of *Manchester*; and to make and maintain a Branch from and out of the said *Manchester* and *Leeds* Railway to *Oldham*, commencing in or near

near a certain Field in the Township of *Chadderton*, in the Parish of *Prestwich* otherwise *Prestwich-cum-Oldham* in the said County Palatine of *Lancaster*, which, in a Plan of the said *Manchester* and *Leeds* Railway deposited with the Clerk of the Peace for the same County on the Thirtieth Day of *November* One thousand eight hundred and thirty-five, is numbered Thirty-six, in the said Township of *Chadderton*, and terminating at *Mumps* within the Township of *Oldham* in the same Parish, in a Piece of open Ground on the South Side of and adjoining or near to the Turnpike Road leading from *Oldham* to *Austerlands*, according to a certain Plan of the said Branch deposited with the Clerk of the Peace for the said County Palatine on the Thirty-first Day of *March* One thousand eight hundred and thirty-eight, with such Alterations and Deviations from the same Plan as are shown in another Plan deposited with the same Clerk of the Peace on the Thirtieth Day of *November* One thousand eight hundred and thirty-eight, the said Branch Railway, with such Alterations as aforesaid, being made from, in, through, or into the several Townships or Extra-parochial Places of *Oldham* and *Chadderton*, or some of them, all in the said Parish of *Prestwich* otherwise *Prestwich cum Oldham* in the said County Palatine of *Lancaster*; and to make and maintain another Branch from and out of the said *Manchester* and *Leeds* Railway to *Halifax*, commencing in or near to a certain Wood in the Township of *Elland cum Greetland* in the West Riding of the County of *York* which, in a Plan of the *Manchester* and *Leeds* Railway deposited with the Clerk of the Peace for the said West Riding on the Thirtieth Day of *November* One thousand eight hundred and thirty-five, is numbered One, in the said Township of *Elland cum Greetland*, and terminating in a Nursery Garden or Piece of Land belonging or reputed to belong to *Ann Walker*, and in the Occupation of *William Throp*, situate at or near the Westerly End of a certain Highway in the Township of *Halifax* in the said West Riding called *Water Lane*, such last-mentioned Branch being made from, in, through, or into the several Townships or Extra-parochial Places of *Elland cum Greetland*, *Southorram*, *Skircoat*, and *Halifax*, or some of them, all in the Parish of *Halifax* aforesaid and in the said West Riding of the County of *York*; and to make an Alteration in the Line of the said Railway near to the Hamlet of *Kirkthorpe* in the Parish of *Warmfield* in the said West Riding, commencing at or near the Eastern Bank of the River *Calder*, and near to the Boundary Line there dividing the Township of *Warmfield cum Heath* in the said Parish of *Warmfield* and the Township of *Stanley cum Wrenthorpe* in the Parish of *Wakefield* in the said West Riding, at a Place nearly opposite the East End of a Fence dividing Two Fields in the said last-mentioned Township, numbered respectively 44 and 45 in a Plan of the said *Manchester* and *Leeds* Railway deposited with the Clerk of the Peace for the said West Riding on the Thirtieth Day of *November* One thousand eight hundred and thirty-five, and terminating in or near a Field in the said Township of *Warmfield cum Heath* numbered 8 in the same Plan, such altered Line of Railway being made and passing in, into, or through the several Parishes, Townships, Hamlets, or Places of *Wakefield*, *Warmfield*, *Kirkthorpe*, *Stanley cum Wrenthorpe*, and *Warmfield cum Heath*, in the said West Riding, or One of them; and also,

Halifax
Branch.

Alteration.

Diversion of
River Calder.

also, subject to the Provisions and Restrictions herein-after contained, to make a Diversion in the Course of the River *Calder* near a Place called the *Broad Reach*, commencing in a Part of the said River lying on the East Side of a Cut or Canal now forming from the said River *Calder*, and at or near a Field numbered 53^m in the said last-mentioned Plan of the said Railway, and terminating in another Part of the said River lying between *Kirkthorpe Cut* and *Kirkthorpe Dam*, and passing in, through, or into the several Parishes, Townships, Hamlets, or Places of *Wakefield*, *Warmfield*, *Stanley cum Wrenthorpe*, *Kirkthorpe*, *Warmfield cum Heath*, or some of them; and also to stop up so much of the Navigation of the said River *Calder* as lies between the said Two Points of Diversion, and to divert into the said altered Course the Water from the said River, and to change the Towing Path thereto adjoining, and to execute all Works necessary and proper for making the same Diversion of the said River.

Plans, &c. to
remain in the
Custody of
the Clerks of
the Peace.

III. And whereas several Maps or Plans and Sections respectively describing the respective Lines of the said Extension and of the said Alteration of the said *Manchester* and *Leeds* Railway, and of the said Branches therefrom, and of the Line of the Diversion of the River *Calder*, and the Lands in and through which the same respectively are intended to be carried or made, together with Books of Reference thereto respectively containing or purporting to contain the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of such Lands, have been deposited, so far as regards the said Lands and Works within the County Palatine of *Lancaster*, with the Clerk of the Peace for the said County Palatine, and so far as regards the said Lands and Works within the West Riding of the County of *York* with the Clerk of the Peace for the said West Riding: And whereas a Plan of the Land, Buildings, and other Properties in the Township and Parish of *Manchester*, near to *Saint George's* Church, required for a Station there, with proper Warehouses, Offices, Wharfs, Roads, and Conveniences thereto, in addition to the Lands, Buildings, and other Properties already taken by the said Company, together with a like Book of Reference thereto, has been deposited with the Clerk of the Peace of the said County Palatine; 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 at all seasonable Times have Liberty 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 having the Custody thereof the Sum of One Shilling for every such Inspection, and after the Rate of Sixpence for every One hundred Words copied therefrom; 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 in question, certified by the said Clerk of the Peace in whose Custody the same Map, Plan, Section, or Book of Reference may be, shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

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IV. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said Extension and Alteration of and Branches from the said *Manchester* and *Leeds* Railway, and the said Diversion of the Course of the said River *Calder* respectively, in the several Lines or Courses delineated on the said Maps or Plans, or within the several Deviations from such Lines respectively herein-after allowed, and in, upon, across, under, or over the Lands delineated in the said Maps or Plans, although the Names of the late instead of the present Owners, reputed Owners, Lessees, reputed Lessees, or Occupiers of any such Lands appear in the said Books of Reference or in the Schedule to this Act, or although such Lands or any of them, or the Situation thereof respectively, or the Names of the present or late Owners, Lessees, or Occupiers thereof respectively, may happen to be omitted or mis-stated in the said respective Books of Reference, or omitted, mis-stated, or erroneously described in the Schedule to this Act annexed, if it shall appear to any Two or more Justices of the Peace for the County or Place wherein the Matter in question shall arise, and be certified by Writing under their Hands, in Cases of any such Omission, Mis-statement, or erroneous Description as aforesaid, that the same proceeded from Mistake or Inadvertence; and the Certificate of such Justices shall be deposited with and be kept by the Clerk of the Peace of the County within which the Matter in question shall arise, and shall be sufficient and conclusive for all the Purposes of this Act, and thenceforth no Person shall be at liberty to take advantage of any such Omission, Mis-statement, or Error in Description, or to appeal from or call in question the Decision or Certificate of such Justices in respect thereof.

Unintentional Errors in Plans, &c. not to prevent Execution of Act.

V. And be it further enacted, That the said Company, in making the said Extension and the said Alteration of the said Railway, and the said Branches therefrom, and the said Diversion of the Course of the River *Calder*, shall have full Power to deviate from the respective Lines thereof as delineated on the Maps or Plans thereof respectively deposited with the said several Clerks of the Peace as herein-before is mentioned, with such Deviation in the Levels shown by the respective Sections thereto, and with such Alterations in the other Works hereby authorized, as may be necessary in consequence thereof: Provided always, that no such Deviation shall exceed the several Distances from the respective Lines so delineated on the said Plans than as follows; that is to say, that no Deviation of the Line of the said Extension as shown by the said Plan thereof shall exceed Thirty Yards on either Side of such Line; and that no Deviation from the Line of the said Deviation of the said Railway near to the Hamlet of *Kirkthorpe* as shown in the said Plan thereof shall exceed Fifty Yards on either Side of such Line; and that no Deviation from the Line of the said Branch to *Oldham* as shown by the said first-deposited Plan thereof, in so far as the same is not altered by the said Plan thereof secondly deposited, shall exceed the Distance of One hundred Yards on either Side of such original and unaltered Line, except in that Part thereof which lies within *Oldham above Town*, and there the same shall not exceed Fifty Yards; and that no Deviation from the Line of the said Alterations of the same Branch

Power to deviate Thirty Yards in Extension, Fifty Yards in Alteration, One hundred Yards in Oldham Branch, except the Part in Oldham-above-Town, and One hundred in Halifax Branch.

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Mode of
constructing
Railway
through the
Manchester
Burial
Ground.

as shown by the said Plan thereof secondly deposited shall exceed the Distance of Fifty Yards on either Side of such altered Line; and that no Deviation from the Line of the said Branch to *Halifax* as shown in the said Plan thereof shall exceed One hundred Yards on either Side of such Line; and no Deviation from any of the said Lines of Railway hereby authorized shall exceed Ten Yards in passing through any Town; and that no Deviation from the Line of Diversion of the Course of the River *Calder* as shown in the said Plan thereof shall exceed Fifty Yards on either Side of the same: Provided nevertheless, that nothing in this Act contained shall authorize the said Railway Company to construct any Part of the said Railway or the Works thereof on any other Part of the North-east Side of the *Manchester* Burial Ground than may be comprised within a straight Line to be drawn from the North-east Corner of certain Cottages on the Northern Side of the said Burial Ground opposite to the Workhouse and the North-east Corner of the Northern Lodge of the Entrance to the said Burial Ground, nor shall the said Company construct any Part of the said Railway or Works to any greater Extent within the Burial Ground (near *Saint Michael's* Church) than Four Yards from the Northern Corner of the said Burial Ground measured in a Line drawn at Right Angles to the Line of the said Railway: Provided also, that before the said Railway Company shall begin to make the said Railway across the said Burial Ground and Land near to the Workhouse they shall build and for ever afterwards maintain a good and sufficient Wall on each Side thereof of the Height at the least of Ten Feet above the present Level of the Ground.

Provision for
the Removal
of Remains
in Graves
opened in the
said Burial
Ground.

VI. And be it further enacted, That whenever it shall be necessary, in pursuance and execution of this Act, to open and disturb any Grave or Graves or any Burial Vault or Vaults in any Burial Ground in the said Parish of *Manchester* which shall be taken by the said Railway Company for the Purposes of this Act, it shall be lawful for the Heirs, Executors, Relations, or Friends of any Person or Persons who shall have been interred or deposited in such Grave or Graves, Vault or Vaults, with the Consent of the Minister or Churchwardens, or the major Part of them, at any Time within Twelve Months from the passing of this Act, to remove and carry away the Remains of any such Person or Persons, and to place the same in some other Part of the same Burial Ground, or in some other Churchyard or Burial Ground, in such Manner as the Lord Bishop of the Diocese for the Time being, or such Person or Persons as he may appoint, shall direct; and the Expences of such removing, carrying away, and placing, (not exceeding in any One Case the Sum of Ten Pounds for each Grave or Vault,) shall be paid by the said Company out of the Monies to be raised by them for the Purposes of this Act; and that the Remains of such Person or Persons as shall have been interred or deposited in the Graves or Vaults so to be opened or disturbed as aforesaid, which shall not be removed or carried away as aforesaid, shall (except such Graves or Vaults shall be finally closed up), at the Expence of the said Company, be removed from such Graves or Vaults into and be interred in some other Part of the same Burial Ground, or in such other Churchyard or

Burial

Burial Ground, in such Manner as the said Lord Bishop shall direct.

VII. Provided always; and be it further enacted, That nothing herein contained shall authorize the said Company, or any Person acting under their Authority, to take, injure, or damage, for the Purposes of this Act, any House or other Building which was erected on or before the First Day of *March* One thousand eight hundred and thirty-eight, or any Ground which was then set apart and used as a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk or Avenue to a House, or any Ground then inclosed and planted as an Ornament or Shelter to a House, or as a Nursery for Trees, other than such as are specified in the Schedule to this Act annexed, without the Consent in Writing of the Owners, Lessees, and Occupiers thereof respectively, unless the Omission thereof in such Schedule shall have proceeded from Mistake or Inadvertence, and unless it shall be so certified in manner herein-before provided for in Cases of unintentional Errors in the said Books of Reference.

Not to take Gardens, &c. unless specified in Schedule.

VIII. And be it further enacted, That in case any Alterations from the said first-deposited Plan of the said Branch to *Oldham* not shown in the said second-deposited Plan thereof, or in case any Alteration from the said respective deposited Plans of the said Branch Railway to *Halifax*, or of the said Extension and of the said Alteration of the said Railway, shall before the passing of this Act have been submitted to and approved of by Parliament, then it shall not be lawful for the said Company to proceed in the Execution of the respective Portions of Railway hereby authorized to be made unless the said Company shall have, previously to the Commencement of each of such Works as may require to be altered, deposited with the Clerks of the Peace of the several Counties through which the respective Portions of Railway so required to be altered, and hereby authorized to be made, are intended to pass, a Plan and Section of all such Alterations from the original Plans and Sections of such respective Works as shall have been approved of by Parliament, on the same Scale and containing the same Particulars as the original Plans and Sections of the said respective Portions of Railway, and also with the Clerks of the several Parishes in or through which each of such Alterations shall have been authorized to be made Copies or Extracts of or from such Plans and Sections as shall relate to such Parishes respectively; and all Persons interested shall have Liberty to inspect and make Extracts from or Copies of the said Plans and Sections, or Extracts or Copies thereof, paying to the Clerk of the Peace or Clerk of the Parish having the Custody of such Plan and Section, or of such Extract or Copy, the Sum of One Shilling for every such Inspection, and after the Rate of Sixpence for every One hundred Words copied therefrom.

Portions of Railway hereby authorized to be made not to be proceeded with till certain Plans, &c. deposited.

IX. And be it further enacted, That in making the said Portions of Railway hereby authorized to be made it shall not be lawful for the said Company to deviate from the Levels of the said Portions of Railway as referred to the respective Common datum Lines described on the respective Sections approved of by Parliament, and

Limiting Deviations from datum Lines described on the Sections, &c.

as

as marked on the same, to any Extent exceeding in any Place Five Feet, or in passing through Towns Two Feet, without the Consent of the Owners, Lessees, and Occupiers of the Land in, through, or over which such Deviation is intended to be made; or in case any Street or public Carriage Road shall be affected by such Deviation, then the same shall not be made without the Consent of the Trustees or Commissioners, or if there be no such Trustees or Commissioners without the Consent of Two or more Justices of the Peace in Petty Sessions assembled for that Purpose, and acting for the District in which such Street or public Carriage Road may be situated, or without the Consent of the Commissioners for any public Sewers, or of the Proprietors of any Canal or Navigation affected by such Deviation; and that no Increase in the Inclination or Gradients of the said Portions of Railway hereby authorized to be made, as denoted by the said respective Sections, shall be made in any Place to an Extent exceeding the Rate of Three Feet *per* Mile; and where in any Place it is intended to carry the said Portions of Railway hereby authorized to be made on an Arch or Arches as marked on the said Plans or Sections, the same shall be made accordingly, and where a Tunnel is marked on the said Plans or Sections as intended to be made at any Place, the same shall be made accordingly, unless the Owners, Lessees, and Occupiers of the Land in or through which such Tunnel is intended to be made shall consent that the same shall not be so made: Provided nevertheless, that it shall be lawful for the said Company, with such Consent as aforesaid, and not otherwise, to make a Tunnel or an Arch or Arches as aforesaid not marked on the said Plans or Sections, so that no such Tunnel shall be of a greater Length than Two hundred Yards, and that no Two Tunnels be at a less Distance from each other than One hundred Yards measured on the Line of the Railway: Provided always, that Notice of every Petty Sessions to be holden for the Purpose of obtaining such Consent as aforesaid shall, Fourteen Days previous to the holding of such Petty Sessions, be given in some Newspaper circulating in the County and also be affixed upon the Church Door of the Parish in which such Deviation or Alteration is intended to be made, or if there be no Church some other Place to which Notices are usually affixed; and provided also, that for the Purpose of consenting to any such Deviation from the said Sections, and to any tunnelling or arching as aforesaid, the Word "Owners" shall be deemed and taken to mean such Persons as are by the said recited Acts, or either of them, or by this Act, capacitated to agree for the Sale of and to convey Lands for the making of the said Extension and the said Alteration of the said Railway and the said Branches therefrom, and the Consent of such Persons, with or without the Consent of any other Persons interested as Owners in the said Lands, shall be deemed and taken to be sufficient for such Purposes.

Not to diminish the Radius of any Curve from what it is shown to

X. And be it further enacted, That it shall not be lawful to diminish the Radius of any Curve from what it is shown to be on the Plans deposited with the said Clerks of the Peace unless such Radius exceed One Mile, nor to diminish it in any such Case so that it shall become less than One Mile, nor to diminish any greater
Radius

Radius by more than a Quarter of a Mile unless where it exceeds be on the
Two Miles; or by more than Half a Mile unless where it exceeds Plan.
Three Miles on the said Plan.

XI. And be it further enacted, That, for the Purposes and subject General
to the Provisions and Restrictions of this Act, and the said recited Power to
Acts so far as the same are applicable thereto, it shall be lawful for enter, sur-
the said Company, their Agents and Workmen, and all other Persons vey, and
by them authorized, and they are hereby empowered, from Time to take Lands,
Time to enter into and upon the Lands of any Person or Corporation and to make
whatsoever, and to survey and take Levels of the same or any Part the Railway
thereof, and to set out and appropriate for the Purposes of this and Works.
Act such Parts thereof as the said Company are by this Act em-
powered to take or use; and in or upon such Lands, and any Lands
adjoining thereto, to bore, dig, cut, trench, 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 whatsoever, which may be dug or obtained therein or
therefrom, or otherwise in the Execution of any of the Powers of
this Act, and which may be proper or necessary for making, main-
taining, altering, repairing, or using the said Alteration or the
Extension and Branch Railways and other Works by this Act autho-
rized, or which may obstruct the making, maintaining, altering,
repairing, or using of the same respectively according to the true
Intent and Meaning of this Act; and also to make or construct upon,
across, under, or over the said Alteration and the Extension and
Branch Railways or other Works, and any Lands, Streets, Hills,
Vallies, Roads, Railroads or Tramroads, Rivers, Canals, Brooks,
Streams, or other Waters whatsoever, such Inclined Planes, Tunnels,
Embankments, Aqueducts, Bridges, Roads, Ways, Passages, Con-
duits, Drains, Piers, Arches, Culverts, Cuttings, and Fencings as
the said Company shall think proper; and also to divert or alter
the Course of any Rivers, Canals, Brooks, Streams, or Watercourses
during such Time as may be necessary for constructing Bridges,
Tunnels, or Passages over or under the same; and also to divert or
alter the Course of any Roads or Ways, Rivers, Canals, Brooks,
Streams, or other Waters, or to raise or sink any Roads or Ways, in
order the more conveniently to carry the same or any of them over
or under or by the Side of the said Alteration and the Extension
and Branch Railways, or the more conveniently to construct the
same and other Works with reference thereto; and to do all such
Works and to take all such Lands as may be necessary for any of
the aforesaid Purposes; and to make Drains or Conduits into,
through, or under any Lands adjoining the said Alteration and the
Extension and Branch Railways for the Purpose of conveying Water
from or to the same; and also in or upon the said Alteration and the
Extension and Branch Railways, or any Lands adjoining or near
thereto, to erect and make such Toll and other Houses, Warehouses,
Yards, Stations, Engines, Machinery, and Apparatus, and other
Works and Conveniences, as the said Company shall think proper;
and also from Time to Time to alter, repair, or discontinue the
before-mentioned Works or any of them, and to substitute others
in their Stead, and generally to do and execute all other Matters

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and Things necessary or convenient for constructing, making, maintaining, altering, or repairing and using the said Alteration and the Extension and Branch Railways and other Works by this Act authorized; they the said Company, their Agents and Workmen, and other Persons by them authorized, 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 required by the said recited Acts or one of them, to all Persons and Corporations interested in Lands which shall be taken or used or injured, for all Damage to be by them sustained in or by the Execution of all or any of the Powers hereby granted; and this Act shall be sufficient to indemnify the said Company and all Persons whomsoever 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 in the said recited Acts or either of them or herein-after contained: Provided always, that nothing in the said recited Acts or this Act contained shall be held to authorize or empower the said Company, their Agents or Workmen, to enter into or upon the Land of any Person or Corporation whatsoever (except for the Purpose of surveying and taking Levels thereof, or of setting out and appropriating, for the Purposes of the said recited Acts or this Act, such Part thereof as the said Company are by the said recited Acts or this Act empowered to take or use, and except for some One or more of the Purposes for which the said Company are by the said recited Acts and this Act authorized, without previous Payment, Tender, or Deposit of Compensation, to take temporary Possession of Lands adjoining or lying near the said Railway, or the Alteration and the Extension and Branch Railways,) until the said Company shall have previously paid, tendered, or deposited in manner by the said recited Acts and this Act directed, to or for the Use of the Parties entitled to such Lands, or reputed so to be, the Purchase Money or Compensation which shall have been agreed upon or awarded to be paid in respect of the same.

Power to enter Lands for temporary Purposes, and making Compensation for the same.

XII. And be it further enacted, That, notwithstanding any thing in the said recited Acts or this Act contained, it shall be lawful for the said Company, their Agents and Workmen, and they are hereby empowered, at any Time or Times before the Expiration of the Period by the said recited Acts and this Act limited for the Completion of the said Railway and other Works, to enter or continue upon the Lands of any Person or Corporation whatsoever adjoining or lying near to the said Railway and other Works by the said recited Acts or this Act respectively authorized to be made and maintained, or any of them or any Part thereof respectively, for the Purpose of laying or depositing thereon, or working or manufacturing, any Earth, Clay, Gravel, Stones, Bricks, Slates, Timber, Lime, or other Materials, or to dig, cut, get, take, remove, and carry away out of and from such Lands, or any Part thereof, any Soil, Gravel, Clay, Sand, Stone, or other Materials which can or may be got or found therein, and which may be requisite or convenient for making or maintaining the said Railway and other Works by the said recited Acts or this Act authorized to be made, and to manufacture the same, or for forming Roads or Approaches to and from or over

and under the said Railway or other Works, and also to make use of any existing Roads, without having previously made such Payment, Tender, or Investment as in the said recited Acts or this Act is mentioned; they the said Company, their Agents and Workmen, doing as little Damage as may be in the Execution of the several Powers herein-before mentioned, and making Compensation to the Owners and Occupiers of such Lands respectively for the Occupation thereof, and for the Injury or Damage which may be done thereto, as soon as the Amount thereof can be ascertained, and at all events within Six Calendar Months after the Expiration of the Period by the said recited Acts and this Act limited for the Completion of the said Railway, such Compensation to be settled and recovered in manner by the said first-recited Act provided: Provided always, that the several other Provisions and Restrictions in the said first-recited Act relating to temporary Occupation of Land shall be and remain in full Force, save so far as they are herein expressly altered or repealed.

XIII. Provided always, and be it further enacted, That whenever the said Company shall have occupied or shall hereafter occupy, under the Provisions of the said recited Acts or either of them, or of this Act, any Land for temporary Purposes, the said Company shall pay to the Owner and Occupier of the said Land for the Time being full Compensation for the Occupation of the same, and for any temporary Injury such Owner and Occupier may sustain in consequence of the Occupation of the same, the Amount of which Compensation, whether the same shall exceed or be less than Twenty Pounds, shall be settled, from Time to Time as such Compensation shall be claimed, by any Two Justices acting for the District in which such Land may lie, and shall be recovered in the same Manner as Damages to a small Amount are by the said first-recited Act directed to be recovered: Provided always, that the permanent Injury or Damage, if any, which may be done to the said Land, shall be settled as directed by the said last-mentioned Act.

Compensation to be made for temporary Damage.

XIV. And be it further enacted, That if the said Company or any of their Contractors shall wilfully enter upon and take possession of any Lands, except for the Purposes herein mentioned, without such Consent as in the said first-recited Act mentioned, or without having made or tendered Payment for the same as therein also mentioned, the said Company shall forfeit and pay, in lieu of the Penalties imposed by the said first-mentioned Act, to the Party in Possession or in Receipt of the Rents of such Lands; the Sum of Ten Pounds, over and above the Amount of any Damage done to such Land by reason of such Entry and taking possession thereof as aforesaid, such Penalty and Damage respectively to be recovered before any Two Justices of the Peace for the County or Place where the said Lands may be situate; and if the said Company or their Contractors shall, after Conviction in such Penalty as aforesaid, or after Notice to the said Company from the Party in Possession of such Lands, continue in unlawful Possession of the said Lands after a reasonable Time allowed them for removing therefrom, the said Company shall be liable to forfeit and pay the Sum of Twenty-five Pounds for every Day they

Penalty on Company entering upon Lands without Consent before Payment of Purchase Money.

or

or their Contractors may so remain in Possession as aforesaid, such Penalty to be recoverable by the Party in Possession or in the Receipt of the Rents of the said Lands, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*: Provided always, that nothing herein contained shall be held to subject the said Company to the Payment of any such Penalties as aforesaid if they shall *bonâ fide* and without Collusion have paid or tendered or deposited the Compensation agreed or awarded to be paid in respect of the said Lands to any Person whom the said Company may have reasonably believed to be entitled to receive the same, although such Person may not have been legally entitled thereto, or the said Company shall have *bonâ fide* made an incorrect Deposit thereof; nor shall any Decision of Justices under the Provision herein-before contained be held conclusive as to the Right of Entry by the said Company: Provided also, that in case the said Company shall have given Notice of this Provision to any Contractors the said Company shall be entitled to recover from their Contractors any Penalty in which they may have been convicted in consequence of the Acts of such Contractors, or their Servants, Agents, or Workmen, done without the Authority of the said Company.

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

XV. And be it further enacted, That if in the Execution of any of the Powers of this Act or either of the said recited Acts 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 Portions of Railway hereby authorized to be made shall, if the same be Agricultural Land, be less in Quantity than Half a Statute Acre, and if Building Land be less in Quantity than One hundred Square Yards, 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 such Railway so dividing the same, then and in every such Case, if such Owner shall so require, the said Company shall also purchase the Land so left on both or either of the Sides of such Railway being less than Half a Statute Acre in Quantity, or One hundred Square Yards (as the Case may be) as aforesaid, the Value thereof to be ascertained, in case of Difference, in the same Manner as is herein directed concerning any Land to be taken or used for the Purposes of this Act; or in case such Owner of any Agricultural Land shall have any other Land adjoining to that which shall be so left, he may require the said Company, at their own Expence, 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: Provided also, that the said Railway Company shall be compelled to take and pay for to the said Churchwardens and Overseers of the Poor the whole of the Land belonging to and attached to the said *Manchester* Workhouse which may be severed by the said Railway, and beyond the Southerly Side thereof.

Extending
the Power
of purchas-
ing Lands
severed.

XVI. And whereas in the Execution of the Powers by the said recited Acts and this Act granted several Pieces of Land have been or may be cut through and divided so that what remains thereof on One Side of the Railway will exceed One Half of a Statute Acre in
Quantity

Quantity of Agricultural Land, and One hundred Square Yards of Building Land: And whereas by the said first-recited Act the said Company are required to make and erect such and so many Bridges, Arches, Hollows, Culverts, and Passages over, under, or by the Side of or leading to or from the said Railway, for the commodious Use of the Land cut through or divided by such Railway, as Two or more Justices of the Peace shall judge necessary or appoint in case of Dispute about the same: And whereas it often happens that in a short Time after the Formation of a Railway the Proprietors of the Land which has been cut through and divided sell or exchange the smaller Part of such Land left on One Side of the Railway, and not conveniently situated with respect to the Remainder or larger Portion thereof, and the Bridges, Arches, Hollows, Culverts, and Passages which have been erected for the Use and Occupation of the said Lands become not only useless to the Proprietors of Land on either Side of the said Railway, but cause a considerable Expence annually to the said Company in their Maintenance and Repair: And whereas it is expedient that further Powers of purchasing Lands should be given to the said Company, for the Purpose of avoiding unnecessary Expence in the Erection of such Bridges, Arches, Hollows, Culverts, and Passages for the Use and Occupation of the Lands cut through or divided by the said Railway; be it therefore further enacted, That where any Land has been or shall be cut through or divided, and the Proprietors thereof shall be willing to sell to the said Company the Part which has been left on One Side of the said Railway, it shall be lawful for any Corporation or Person by the said recited Acts or this Act capacitated to sell or convey Lands to enter into any Agreement with the said Company for the Sale and Conveyance of the Lands so left on One Side of the said Railway, and the said Company are hereby authorized and empowered to treat and agree with any Corporation or Person for the Purchase of such Lands, and of any subsisting Leases, Terms, Estates, and Interests therein; and the said Company shall then be discharged from their Liability, under the Provisions of the said recited Act, to make any Bridge, Arch, Hollow, Culvert, or Passage for the Purpose of connecting such Land as aforesaid: Provided always, that the said Company shall and they are hereby required to sell and convey all such Land which they shall so purchase, or such Part thereof as may not be necessary for the Purposes of the said Undertaking, within such Time and in such Way and Manner as is directed by the said first-recited Act for the Sale of any superfluous Lands not required for the Purposes of that Act.

XVII. And whereas it may happen that the Expence of erecting Bridges, Arches, Hollows, Culverts, and Passages, by virtue of this Act authorized and required to be erected, for the Use and Occupation of Land cut through or divided by such Railway, exceeds the Value of the Land left on One Side of the said Railway belonging to any Person, but such Proprietor may not be willing to sell the same to the said Company: And whereas it is expedient in such Cases to limit the Liability of the said Company to make and erect Bridges,

Compensation may be awarded to Land Owners for Land cut through, instead of making Communications.

[*Local.*]

14 E

to

to secure full and adequate Compensation to the Land Owners instead thereof; be it therefore further enacted, That when any Jury shall be summoned by virtue of the said recited Acts or of this Act to determine the Price of any Lands or any Damage to any Lands required to be taken by the said Company for the Purposes of this Act, it shall be lawful for such Jury, or for any Jury to be summoned as aforesaid for the Purpose only of assessing the Compensation herein-after mentioned, and they are hereby respectively required, (in case such Notice as is next herein-after mentioned shall have been given by the said Company,) in case it shall be made to appear to such Jury that the Expence of making and erecting any Bridge, Arch, Hollow, Culvert, or Passage to connect any Land as aforesaid will exceed the Value of the Land left on One Side of the said Railway, to assess and award such Compensation as they shall think proper for the Damage which may arise to the smaller Portion of the Land, or the Portion of the least Value, so left as aforesaid, by reason of no Bridge, Arch, Hollow, Culvert, or Passage being formed or erected under or over the said Railway; and such Compensation shall be paid and applied in such Manner as is directed by the said recited Acts for Satisfaction, Recompence, or Compensation for Purchase of any Land, and the said Company shall thenceforth be discharged from all Liability to make and maintain such Bridges, Arches, Hollows, Culverts, and Passages from one Part to the other Part of the Lands so severed and divided: Provided always, that the said Company shall give Notice in Writing of their Intention to apply to the said Jury to assess such Compensation as aforesaid, to the Party with whom any such Question shall arise, not less than Seven Days previous to the Time when such Jury may be required to be returned, 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 respecting which any such Question shall arise.

Compensation in lieu of Gates, Bridges, &c.

XVIII. And be it further enacted; That in every Case in which the Owner in Fee Simple or Tenant in Tail of any Lands shall have received or agreed to receive Compensation for or in lieu of Gates, Bridges, Arches, Roads, 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, from, over, across, under, or by the Side of the said Railway, or shall have made or shall make any other Arrangement with the said Company touching or concerning the same, every such Arrangement or Agreement shall be and is hereby declared to be lawful and binding not only upon the Person or Persons making the same, but also on all other Persons claiming by, from, through, after, or in Trust for him or them, and all Persons claiming in Reversion or Remainder.

Regulations as to Width and Height of Bridges for carrying Railway

XIX. And be it further enacted, That where any Bridge shall be erected by the said Company for the Purpose of carrying the said Portions of Railway hereby empowered to be made 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 Thirty 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 where the said Railway shall be carried over 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 Arch of not less than Fifteen Feet, and of a Height from the Surface of such Road to the Centre of such Arch of not less than Sixteen Feet, and the Descent under such Bridge, in the Case of a Turnpike Road, shall not exceed One Foot in Thirty Feet, and in the Case of a public Carriage Road shall not exceed One Foot in Twenty Feet.

XX. And be it further enacted, That where any Bridge shall be erected for carrying any Turnpike Road or public Carriage Road over any of the said Portions of Railway hereby authorized to be made, the Road over such Bridge shall be formed and shall at all Times be continued of such a Width as to leave a clear and open Space between the Parapet Walls or Fences of such Turnpike Road of not less than Twenty-five Feet, and for the Purpose of any public Carriage 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 in the Case of a public Carriage Road not more than One Foot in Twenty Feet, and of a private Carriage Road not more than One Foot in Fifteen Feet; and a good and sufficient Parapet Wall or 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.

XXI. And whereas many of the Roads to be crossed by the said Railway or Portions of Railway by the said recited Acts or by this Act authorized to be made are already steeper than the Inclinations or less than the Width which by the said recited Acts or by this Act is limited for the Inclinations or Width of Arches or Bridges over or under public Roads, and it may be impracticable or detrimental to the Construction of such Railway to make such Roads of the Inclinations and Width required by the said recited Acts or this Act in carrying the said Railway under or over the said Roads; be it therefore enacted, That whenever such Railway shall be carried over or under any Turnpike Road, public Highway, or Occupation Road, being already on an Inclination steeper than the Inclinations or of less Width than are respectively prescribed in the said recited Acts or this Act, it shall be lawful for the said Company to carry such Turnpike Road, public Highway, or Occupation Road over or under the said Railway upon an Inclination not being steeper than the present Inclination of or by an Arch of the same Width as such Turnpike Road, public Highway, or Occupation Road, as the Case may be; any thing in the said recited Acts or this Act contained to the contrary notwithstanding.

XXII. And be it further enacted, That it shall be lawful for the said Railway Company to construct the said Railway so as to pass

over public
Roads.

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

As to cross-
ing Roads.

To cross
Smithy Lane
on the Level.
over

over a certain Road called *Smithy Lane*, in the Township of *Butterworth* in the County of *Lancaster*, on the Level.

Power to
alter Bridges,
&c. with
Consent of
the Trustees
of Turnpike
Roads.

XXIII. And whereas the said recited Acts contain several special Clauses and Provisions prescribing the specific Mode by which certain Turnpike Roads are to be crossed, and the Position and the Mode of Construction of the Bridges over or under the same, and the Nature of the Approaches to be made thereto: And whereas it is found desirable and advantageous to the Public, in some Instances, to alter the Position and the Form of the said Bridges and the Nature of the Approaches to the same; be it therefore enacted, That it shall be lawful for the said Company, with the Consent of the Trustees of any Turnpike Road given at any Meeting to be specially convened for that Purpose, to alter the Position or the Form of Construction or Formation of any Bridge or Bridges over or under any such Turnpike Road, or any Approaches thereto, from the Position or Form of Construction or Formation thereof required by the said recited Acts (or by this Act) respectively, provided that such Alteration shall be equally or more convenient to the Public, and provided that the general Directions contained in the said recited Acts or in this Act respectively contained, as the Case may be applicable to the said Bridges to be made over or under Turnpike Roads, and the Ascent of Roads on each Side thereof, shall in all respects be duly complied with.

Power to
alter Con-
struction of
Bridges, &c.
with Consent
of Persons
entitled to
Land, &c.

XXIV. And whereas by the said recited Acts the said Company are required to erect and construct various Bridges, Tunnels, Roads, and Approaches, and to make, execute, and maintain various Works, for the especial Protection of the Corporations and Persons therein named, and for the Benefit of their respective Navigations, Canals, Lands, and Hereditaments, of such Form and Description as are specified in the said Acts respectively: And whereas in the Formation of the said Railway it is in many Cases found necessary or desirable to alter and vary the Form of Construction of the said Works and the Position thereof respectively, and to make Arrangements so as to dispense with the same or some of them, and in some Cases to substitute others in lieu thereof; be it therefore enacted, That, notwithstanding any thing in the said Acts or in this Act contained, it shall be lawful for the several Corporations and Persons interested in any Work herein-before mentioned to agree with the said Company as to the Construction of the Work by the said recited Acts required to be executed of such Form and Construction and in such Position as shall be agreed upon respecting the same, or to agree for the Substitution of any other Work in lieu thereof, or to dispense with the making or constructing of such Work.

Power to
stop up
Streets as
shown in the
Plans.

XXV. And whereas in the Formation of the Portions of Railway hereby authorized to be made it will be necessary to stop up, or to alter, divert, raise, or lower, the several public and private Streets or Roads shown in the said respective Plans deposited as aforesaid, or in the said respective Sections thereto; be it therefore enacted, That it shall be lawful for the said Company to stop up, alter, or divert, raise or lower, all or any of the said Streets or Roads, and
raise

raise or lower the same in such Manner as is shown in the said Plans and Sections, deposited as aforesaid, of the Lines of Railway thereon respectively delineated, or with such Alterations therefrom as may be requisite by the Deviations of such Lines to the Extent hereby authorized.

XXVI. And whereas it may be found necessary or expedient that other Streets or Roads should be stopped up, altered, or diverted; be it therefore enacted, That in all Cases where a private Street or Road not shown in the said Plans shall be required by the said Company to be altered, diverted, or stopped up, then it shall be lawful for the said Company, with the Consent of the Owner or Owners of such Streets or Roads, to stop up, or alter or divert, or raise or lower, the same Streets or Roads in such Manner as shall be agreed upon.

Power to stop up Streets not shown in the Plans, with Consent of Owners.

XXVII. Provided always, and be it further enacted, That nothing in this Act contained shall extend further or otherwise than is herein expressly provided to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Commissioners, Directors, or others acting in execution of the Six several Acts of Parliament following, or any of them, by virtue of all or any of the same Acts of Parliament; *videlicet*, an Act passed in the Thirty-second Year of the Reign of His late Majesty King George the Third, intituled *An Act for cleansing, lighting, watching, and regulating the Streets, Lanes, and Passages and Places within the Towns of Manchester and Salford in the County Palatine of Lancaster; for widening and rendering more commodious several of the said Streets, Lanes, and Passages; and for other Purposes therein mentioned*; an Act passed in the Fifth Year of the Reign of His Majesty King George the Fourth, intituled *An Act for better lighting with Gas the Town of Manchester in the County Palatine of Lancaster*; an Act passed in the Ninth Year of the Reign of His said last-mentioned Majesty, intituled *An Act to amend several Acts for cleansing, lighting, watching, improving, and regulating the Towns of Manchester and Salford in the County Palatine of Lancaster*; an Act passed in the Eleventh Year of the Reign of His said last-mentioned Majesty, intituled *An Act to amend several Acts for supplying the Town of Manchester with Gas, and for regulating and improving the same Town*; and an Act passed in the First Year of the Reign of His late Majesty King William the Fourth, intituled *An Act to authorize the raising of further Monies for supplying the Town of Manchester with Gas*; and an Act passed in the Second Year of the Reign of His said last-mentioned Majesty, intituled *An Act for widening and improving Part of London Road in the Parish of Manchester and County of Lancaster, and also for effecting Improvements in the Streets and other Places within and contiguous to the Town of Manchester*.

Act not to prejudice Rights of Commissioners of Manchester Police, nor of Directors of Manchester Gas Works.
32 G. 3. c. 69.

5 G. 4. c. 133.

9 G. 4. c. 117.

11 G. 4. &
1 W. 4. c. 47.

1 W. 4. c. 16.

2 & 3 W. 4.
c. 36.

XXVIII. Provided always, and be it further enacted, That nothing in this Act contained shall hinder the said Commissioners and Directors, and the Surveyors of the Highways of the Township of Manchester, and any Person or Persons, with their Authority, on their

Directors to have free Access to Gas Pipes

[Local.]

14 F.

Behalf,

Behalf, from having or exercising at all Times such free and uninterrupted Access as they respectively now have to all and every the public Streets and public Places within the Town of *Manchester*, and to all or any of the present and future Gutters, Sinks, Drains, Sewers, and Watercourses therein belonging to the Town of *Manchester*, subject only to the same being altered, removed, or interfered with, according to the Provisions herein contained, for the Purpose of constructing and maintaining the said Railway and Works hereby authorized, nor, subject as aforesaid, to prevent the said last-mentioned Commissioners and Directors, and any Person or Persons with their Authority and on their Behalf, from having at all Times free and uninterrupted Access to all or any of the Main Gas Pipes, Service Pipes, Branch Pipes, or other Pipes belonging to the Town of *Manchester*, and now laid or which may be laid in any such Streets previously to the making of the said Railway; and that the said Company shall give Notice in Writing, to be left at the Office of the principal or head Officer of the said Commissioners in *Manchester* aforesaid, in manner following; (that is to say,) One Calendar Month's Notice before they interfere with or disturb any underground Gutter, Sink, Drain, Sewer, Watercourse, or any Main Gas Pipe; Seven Days Notice before they interfere with or disturb any Street Gas Pipe or Service Pipe; and Forty-eight Hours Notice before they interfere with or disturb any Branch Pipe for supplying with Gas any Lamps, Houses, Shops, Warehouses, Offices, or other Buildings, either of a public or private Description; and the said Gutters, Sinks, Drains, Sewers, Watercourses, Gas Pipes, and Works, or such of them as it may be necessary to interfere with or disturb in forming the said Railway and Works as aforesaid, shall then be altered, varied, raised, removed, taken up, or relaid by the said Commissioners and Directors, or either of them, in such Direction, Manner, and Form as they shall think proper, but not so as prejudicially to interfere with the said Railway or any of the Works hereby authorized; and if by reason or on account of the said Gutters, Sinks, Drains, Sewers, or Watercourses, Gas Pipes or Works thereto belonging, being removed, altered, or interfered with for the Purposes of the said Railway and Works, it shall be necessary to substitute new Gutters, Sinks, Drains, Sewers, Watercourses, Gas Pipes, or Works in lieu of those which may be removed for the Purposes of the said Railway and Works as aforesaid, or to do any Work or adopt any Measures requisite for the better Protection and Stability of all present and future Gutters, Sinks, Drains, Sewers, Watercourses, Gas Pipes, or Works, or any of them or any Part or Parts thereof, the said Commissioners and Directors may and they are hereby respectively authorized so to do, and the Costs and Charges incurred thereby shall be borne by the said Company, and be by them paid to the said Commissioners or Directors, as the Case may be, or any Person appointed by them respectively to receive the same, on Demand thereof made upon the Clerk of the said Company; and in default of Payment within Seven Days after Notice in Writing to him given any Two or more of Her Majesty's Justices of the Peace for the said County Palatine of *Lancaster* shall and they are hereby required, on Application by the said Commissioners or Directors, or any Person authorized by them, by Warrants under

the Hands and Seals of the said Justices, to cause the Amount of such Costs and Charges to be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, and be paid to the said Commissioners or Directors, as the Case may be, or to some of their Agents, rendering the Overplus (if any), on Demand, after deducting the Costs and Charges of and attending such Distress and Sale, of the said Company, or to some of their Agents, or otherwise the said Commissioners or Directors, as the Case may be, shall and may sue for and recover the same against the said Company by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*, or otherwise in such Manner and Form and by such Ways and Means and with the same Benefit and Advantage as they or either of them are authorized to sue or recover by any of the Acts of Parliament lastly herein-before mentioned, or referred unto, or by any other Act of Parliament or any Law now in force; and in case the said Commissioners and Directors shall not, within a reasonable Time after Notice to be given as aforesaid, alter, vary, raise, take up, remove, divert, relay, or repair such of the said Sinks, Drains, Sewers, Watercourses, Pipes, and Works as may be necessary to be altered, raised, taken up, relaid, or repaired as aforesaid, then and in every such Case the said Company may do so, they paying the Costs and Charges thereof.

XXIX. And be it further enacted, That in every Case where the said Railway hereby authorized shall cross any Street within the Town of *Manchester*, and the present or then existing Gas Pipes and Works of the said Commissioners or Directors, or either of them, in such Streets; the said Company shall, at their own proper Costs and Charges, previous to the Formation and Commencement of such Part of the said Railway and Works as may cross any of such Streets, make good and substantial Arches or Culverts of Brick or Stone over such of the said Pipes as may be crossed as aforesaid, and every of them, of the internal Height of Five Feet at the least, and of the internal Breadth of Three Feet at the least, and shall, at the like Costs and Charges, for ever thereafter keep the same in good and substantial Repair, and the said Commissioners and Directors and each of them shall have Access thereto for the Purpose of repairing, amending, or relaying the said Pipes over which the said Arches or Culverts shall be constructed; and in the event of the said Company failing to make and afterwards to maintain such good and substantial Arches or Culverts as aforesaid, it shall and may be lawful for the said Commissioners or Directors so to do at the Costs and Charges of the said Company, who shall pay the same to the said Commissioners, on Demand, as aforesaid; and in default of Payment within Seven Days after Notice in Writing to the Clerk of the said Company, the same may be recovered by the said Commissioners or Directors from the said Company in the same Manner as is herein-before provided with respect to Costs and Charges to be incurred by the said Commissioners.

For protect-
ing Gas Pipes
where crossed
by the Rail-
way.

XXX. And be it further enacted, That such Part of the Streets or Roads within the Town of *Manchester*, and such of the present and future Pavements, Flags, Sinks, Drains, Sewers, or Watercourses therein

In case Pavements, &c. injured, Company to make them good.

therein or thereon, as shall or may be damaged, injured, affected, or destroyed by the said Company in or about or in consequence of the Execution of the Powers hereby given to them or any of them, shall be repaired, made good, and reinstated by the said Commissioners, and the same shall be put into as good and complete a State of Repair as the same were before such Alteration, Damage, or Injury was done to the same, and to the Satisfaction of the said Commissioners or their Surveyor; and the Expence of and attending the same shall be borne by the said Company, and paid to the said Commissioners, on Demand; and in default of Payment within Seven Days after Notice in Writing to the Clerk of the said Company may be recovered by the said Commissioners from the said Company in the same Manner as is herein-after provided with respect to Costs and Charges to be incurred by the said Commissioners.

Company
to reinstate
Pipes which
may be
injured.

XXXI. And be it further enacted, That such of the present and future Main Pipes, Service Pipes, Branch or other Pipes, or Works belonging to the Town of *Manchester*, which shall or may be damaged, injured, or destroyed by the said Company in or about or in consequence of the Execution of the Powers hereby given to them, shall be repaired, made good, and reinstated by the said Directors with all convenient Despatch; and the Expences of and attending the same, together with the Value of all Gas which may escape or be lost in consequence of any Main or other Pipe or Works being damaged, injured, or destroyed as aforesaid between the Time of the Commencement of such Escape and Two Hours beyond the Time of giving Notice thereof at the Office of the said Directors, and in case the said Directors or any of their Servants shall be hindered or obstructed by the said Company or any of their Servants from repairing and amending the said Pipes which shall be so damaged or destroyed, then all Damages which the said Directors shall sustain by being thereby prevented from supplying any Person or Corporation with Gas, shall be paid by the said Company to the said Directors, on Demand; and in default of such Payment within Seven Days after Notice in Writing to the Clerk of the said Company, it shall be lawful for the said Directors to recover the Amount thereof from the said Company in the same Manner as is herein-before provided with respect to Costs and Charges to be incurred by the said Commissioners.

As to Manner
of crossing
Streets.

XXXII. And be it further enacted, That in all Cases where the said Railway and Works hereby authorized, or any Part thereof, shall cross the Streets or Roads within the Town of *Manchester* herein-after; (mentioned that is to say,) *Mill Street, Long Millgate, Blakeley Street, Ashley Lane, Irk Street, Back Irk Street, Parker Street, Bromley Street, Lower Tebbutt Street*, and the Passage leading from *Ashley Street* to *Style Street*, the same shall be constructed and made by means of a Bridge or Viaduct over the same Streets or Roads which shall, as far as practicable, be drop dry at all Times, and shall be built of Brick, Stone, and Iron, or some of those Materials; and the Foundation of each such Bridge or Viaduct, and the Pillars (if any) and Abutments thereof, shall extend and be made below the Surface of each of such Streets to a Depth sufficient

sufficient to allow the said Commissioners to make and construct any Sinks, Drains, Sewers, or Watercourses, and to allow the said Directors to lay or deposit any Main or other Pipes or Works, which by all or any of the said Acts they are authorized to do; and that the Openings or Arches of the Bridges or Viaducts to be made over the following Streets shall be of the several Widths and Heights herein-after mentioned; (that is to say,) the Arches across *Blakeley Street* and *Ashley Lane* shall not be less than Thirty Feet Span each, the Span of the Arch over *Irk Street* shall not be less than Twenty-seven Feet, the Span of the Arch over *Back Irk Street* shall not be less than Twenty-five Feet Nine Inches, the Span of the Arches over *Parker Street* and *Bromley Street* shall not be less than Thirty Feet for each Street; and the said Openings or Arches respectively over the Carriage Road of the said Streets called *Blakeley Street*, *Ashley Lane*, *Irk Street*, *Back Irk Street*, and *Parker Street* shall not be less than Sixteen Feet in Height from the present Crown of such Carriage Road to the under Side of the Openings or Arches; and the said Opening or Arch over the Carriage Road of the said Street called *Bromley Street* shall not be less than Sixteen Feet in Height from the Crown of such Carriage Road when lowered to the under Side of the Opening or Arch, the Measurements of the said Sixteen Feet being taken in a perpendicular Line from the Centre of such Carriage Road; and that the Springs of the Arches of any such Openings shall be at an Elevation not less than Nine Feet above the present Level of the Crown of the Carriage Road of *Blakeley Street*, *Ashley Lane*, *Irk Street*, *Back Irk Street*, and *Parker Street*; and that the Spring of the Arch over *Bromley Street* shall not be less than Seven Feet Six Inches above the Level of the Carriage Road when altered; and further, that the Passage numbered 241 on the deposited Plan shall have a convenient Outlet of the same Width as the present Passage made under or by the Side of the Arches of the said Railway Viaduct into *Ashley Lane*; and that the Battlements of each and every such Bridge and Viaduct over the said Streets and Roads within the Town of *Manchester* shall be built or made of Stone, Brick, and Iron, or some of those Materials, and shall be made and constructed Six Feet in Height from the Surface of the Railway, at least along each Side of such Bridge or Viaduct, throughout the entire Crossing of the said Streets and Roads, and for the further Extent of Five Yards in Length at both Ends beyond the Opening of each Arch over the said Streets, and on each Side of the said Railway; and in constructing the said Railway through, over, under, or across any Streets or Roads within the Town of *Manchester* the said Company shall not deviate from the Line and Direction delineated and shown on the Plan deposited with the Clerk of the Peace for the County Palatine of *Lancaster* to any greater Extent than Six Yards without the Consent in Writing of the said Commissioners or their Surveyor first had and obtained for that Purpose.

XXXIII. And be it further enacted, That the under Side of the Arch of the intended Bridge over and across the said Street called *Lower Tebbutt Street* shall be at as great a Height from the Surface of

[Local.]

14 G

Height of
Bridges.

of

of the said Street as can be accomplished by the said Company without altering the Level of the Railway; and that the under Side of the intended Bridge or Viaduct over the said Street called *Long Millgate* shall be of the Height of Sixteen Feet at least from the Crown of the Carriage Road of the said Street, when lowered, throughout the entire Width of the Centre Opening, and of the Height of Twelve Feet from the Crown of the Footways of the said Street, when lowered, throughout the entire Width of the said Openings; and that the said last-mentioned Bridge or Viaduct shall be supported on each Side of the Carriage Road of the said Street with Columns or Pillars not exceeding Twenty-four Inches in Diameter, and that the clear Carriage Road under the said Bridge or Viaduct shall be Twenty-four Feet in Width, and that the clear Footway on each Side of the said Carriage Road shall be Six Inches above the Level of the Carriage Road of the said Street when lowered, and shall be Six Feet in Width.

Certain Streets in the Town of Manchester to be lowered.

XXXIV. And be it further enacted, That the said Company shall and they are hereby required to lower *Long Millgate* under the said intended Bridge or Viaduct, and on the South-easterly Side of the said Bridge or Viaduct to a Point Thirty Yards from *Miller's Lane*, and on the North-westerly Side of the said Bridge or Viaduct to the Northerly Side of *Scotland Bridge*, and also to lower *Ashley Lane* from *Long Millgate* to *Blakeley Street*; and the said Company shall perform such lowering in such Manner and to such a Depth in any Part as shall be required by the said Commissioners, provided that the said Railway Company shall not be obliged to lower the same Street more than Three Feet below the present Surface thereof.

As to Manner of passing under Streets.

XXXV. And be it further enacted, That the said Railway and Works shall be constructed and made, in passing under certain Streets or Roads in the Town of *Manchester* called *York Street* and *Saint George's Road*, by means of a Tunnel or Bridge under the same, to be excavated, formed, and constructed according to a Plan, Section, and Specification to be submitted to the said Commissioners for their Approval; and the said Commissioners, or some One of their Committees for the Time being shall, within Seven Days after the Delivery to them of the said Plan, Section, and Specification, declare their Approval or Disapproval of the same, and in case of Disapproval shall specify their Objections thereto, and shall state and show the Manner in which they require the same to be executed; and in case the Surveyor of the said Commissioners and the Engineer of the said Company shall not thereupon agree as to the said Plans, Section, and Specification, then they shall name an Umpire, being an Engineer, by whom the Matter in question shall be decided, and the said Company shall be bound to make the said Bridge according to the Decision of such Umpire; but in case no Umpire be appointed within Fourteen Days from the Time when the same Plans shall have been delivered, then such Umpire may be appointed by the Chairman of the Quarter Sessions for the Hundred of *Salford*, by which said last-mentioned Umpire the Matter in question shall be decided; but if no Decision be made in One Month after the said

Railway

Railway Company shall have delivered in their said Plan, Section, and Specification as aforesaid, then the said Company shall be allowed to proceed in making and constructing the said Bridges according to the general Directions of this Act; but the said Commissioners shall at all Times have full Liberty, Power, and Authority, with any Assistants or Workmen, to inspect and examine the same during the Progress of the Work and after the same shall be completed; but that nothing in this Act contained shall authorize or empower the said Company at any Time hereafter to raise the said Street called *York Street* more than Two Feet and Nine Inches above the present Elevation where the said Street shall be crossed, nor to contract the Width of *York Street* and *Saint George's Road*, or either of them: Provided always, that after the said Bridge under the said Street called *York Street* shall be made and constructed the said Company shall raise (which they are hereby empowered to do) the said Street on the Northerly Side of the said Bridge from the Centre of the same, with a regular Inclination to its Junction with *New Bridge Street*, and the said Company shall raise the said Street on the Southerly Side of the said Bridge from the Centre of the same with a regular Inclination to the Point of Intersection of *Long Millgate* with *Miller's Lane*, so that the raising of the said Street at that Point shall be Twelve Inches; and from the said Point of Intersection the said Company shall raise the said Street called *Long Millgate* with a regular Inclination to the Extent of Thirty Yards on each Side of such Point of Intersection, and the said Company shall raise the said Street called *Miller's Street* with a regular Inclination to the Extent of Twenty Yards: Provided also, that after the said Bridge under the said Street called *Saint George's Road* shall be made and constructed the said Company shall raise the said Street at the Crossing thereof by the said Bridge to a Height not exceeding Six Feet Six Inches, and so that the Inclination of the said Street on the Northerly Side from the Centre of the said Bridge shall not exceed One in Seventy-two, and on the Southerly Side One in Fifty.

XXXVI. And be it enacted, That the said Company shall, to the Satisfaction of the said Commissioners, do and perform the said raising and lowering of the said Streets herein-before mentioned to such an Inclination (where the Inclination is not herein specially provided for) and within such Time as shall be reasonably required by the said Commissioners or their Surveyor; and in case the said Tunnels or Bridges shall not be constructed and made and the said Streets raised and lowered in the Manner herein-before directed, the said Company shall be and are hereby made subject and liable for every Breach of the Restrictions and Provisions aforesaid to the Payment to the said Commissioners of the Penalty of Ten Pounds for each and every Day after Seven Days Notice given to the Clerk of the said Company during which such Breach shall exist, which Penalty, in default of Payment to the said Commissioners, on Demand, may be recovered by the said Commissioners from the said Company in the Manner herein-before directed with respect to Costs and Charges to be incurred by the said Commissioners.

Streets to be lowered as required by the Commissioners.

XXXVII. And

Screens to be erected on Sides of Streets.

XXXVII. And be it further enacted, That previously to the said Railway and Works to be made and constructed under *York Street* and *Saint George's Road* being used, the said Company shall, at their own Costs and Charges, make, construct, and set up, and for ever afterwards maintain and keep, a good, firm, and substantial Screen of Stone, Brick, Iron, or Timber on each Side of *York Street* and *Saint George's Road* aforesaid, Seven Feet in Height from the Surface of the said Street and Road at least along each End of the Bridges to be made and constructed thereunder respectively, and throughout the entire Crossing of the said Street and Road, and for such further Extent, not exceeding Ten Yards in Length at both Ends and on each Side of the said Opening of the Arches of the said Bridges, as shall be required by the said Commissioners or their Surveyor.

Breadth of Railway across or under Streets.

XXXVIII. And be it further enacted, That the Breadth of the said Railway hereby authorized to be made over, under, or across any of the said Streets or Roads intended to be kept open within the Town of *Manchester* aforesaid, except *York Street*, shall in no Case exceed Thirteen Yards, and that the Breadth of the said Railway under *York Street* shall in no Case exceed Thirty Yards.

Bridges, Viaducts, &c. to be kept in good Repair.

XXXIX. And be it further enacted, That the said Company shall at all Times for ever after the said Bridges or Viaducts, or Tunnels, Battlements, and Screens, or any of them, shall have been erected, built, made, and constructed, keep the same and every of them, and all and every future Bridges or Viaducts, Tunnels, Battlements, and Screens, to be erected, built, made, and constructed in lieu thereof respectively, and which shall be of the like Dimensions, Capacity, and Materials as are herein-before mentioned, in good, perfect, and complete Repair; and in case of any Want of Repair or rebuilding, and Notice thereof in Writing being given by any Agent or other Person authorized by the said Commissioners, Directors, or Surveyors, to the Clerk of the said Company, of any Want of Repair or rebuilding, if the said Company shall not within the Space of One Month after the Service of such Notice commence such Repair or rebuilding, and proceed therein with all reasonable Expedition until the same shall be completed, the said Commissioners may from Time to Time make such Reparations or Rebuildings, as the Case may require; and all the Costs and Charges thereof shall be repaid by the said Company to the said Commissioners, upon Demand, and in default of such Payment within Seven Days after Notice in Writing to the Clerk of the said Company may be recovered by the said Commissioners from the said Company in the same Manner as is herein-before provided with respect to Costs and Charges to be incurred by the said Commissioners.

Sufficient Hoards, &c. to be erected in Manchester for the Protection of the Public during the

XL. And be it further enacted, That, previously to the Commencement of and during the Progress of the Works hereby authorized to be done by the said Company, Commissioners, and Surveyors through the said Town of *Manchester*, the said Company shall from Time to Time cause such proper and sufficient Hoards, Fences, Stages, and Lights to be erected, set up, and continued in such Situations and for such Time as the said Commissioners shall deem necessary for the

the Protection and Convenience of the Public, and as the said Commissioners shall by Notice in Writing, to be signed by any of their Clerks or authorized Agents, and to be served upon the Clerk of the said Company or left at his last or usual Place of Abode, order and direct; and in default thereof it shall be lawful for the said Commissioners so to do, and the Costs and Charges of and attending the same shall be borne by the said Company, and paid to the said Commissioners, on Demand; and in default of Payment within Seven Days after Notice in Writing to the Clerk of the said Company the same may be recovered in the same Manner as is herein-before provided with respect to Costs and Charges to be incurred by the said Commissioners.

Execution of
the Works.

XLI. And be it further enacted, That nothing herein contained shall extend to enable the said Company, without the Consent of the said Commissioners, to raise or lower the present Level or Inclination of any of the said Streets or Roads intended to be left open within the Town of *Manchester*, except the Streets herein-before expressly provided for, and such other Streets as may be affected by the raising or lowering of the said Streets herein-before authorized to be raised or lowered, nor permanently to obstruct, prevent, or hinder the free and uninterrupted Passage in, over, and along any of the said public Streets or Roads in the Town of *Manchester*, unless such Obstruction be necessarily occasioned by the Abutments, Piers, Arches, Foundations, or Supports of any Bridges which may be erected of the Dimensions and in the Manner herein-before prescribed and hereby authorized; or unless the same be made in or affect such Streets or Roads as are shown by the said deposited Plan or Section as intended to be diverted or altered; nor to enable the said Company, during the Construction of the said Works, to obstruct, prevent, or hinder at any One Time more than Two Feet beyond One Half in Width of the free and uninterrupted Passage in, over, and along any Part or Parts of the said Streets called *York Street*, *Saint George's Road*, and *Long Millgate*; nor to obstruct, prevent, or hinder the free and uninterrupted Passage of any One Half in Width of the said last-mentioned Streets or any of them, or any Part or Parts thereof, for any greater or longer Period than Three Calendar Months; nor to obstruct, prevent, or hinder at one and the same Time the free and uninterrupted Passage in, over, and along any Part or Parts of both of the said Streets or Roads called *Ashley Lane* and *Blakeley Street*; nor to obstruct, prevent, or hinder the free and uninterrupted Passage in, over, and along any of the said public Streets or Roads in the Town of *Manchester*, or any Part thereof, further than shall be necessary for making the said Railway with all reasonable and proper Expedition; nor to erect, build, construct, or make any Bridge or Viaduct, Tunnel or Battlements, over or under any of the said Streets or Roads within the Town of *Manchester* otherwise than in the Manner herein-before expressly provided, nor after the Work shall have been commenced to be a greater or longer Period than Six Calendar Months in the erecting, building, constructing, and completing each of the same Bridges, Tunnels, or Viaducts, Battlements and Works respectively, over, under, or across any of the said Streets; and in case the said Company shall act contrary to the

Level of
Streets not
to be altered
without Con-
sent.

[Local.]

14 H

Restrictions

Restrictions and Provisions or any of them in this Clause contained without the Consent in Writing of the said Commissioners or their Surveyor first had and obtained, the said Company shall be and they are hereby made subject and liable, after the Expiration of Seven Days Notice in Writing given by the said Commissioners to the Clerk of the said Company, for every Breach of the Restrictions and Provisions aforesaid, to the Payment to the said Commissioners of the Penalty of Ten Pounds for each and every Day during which such Breach shall exist after the said Seven Days Notice given as aforesaid, which Penalty, in default of Payment to the said Commissioners on Demand, may be recovered by the said Commissioners from the said Company in the Manner herein directed with respect to the Costs and Charges to be incurred by the said Commissioners.

Certain Streets not to be interfered with, except with Consent.

XLII. And be it further enacted, That nothing herein contained shall extend to authorize the said Company, without the Consent of the said Commissioners, to stop up, inclose, divert, alter, or otherwise interfere with the said Street called *Saint George's Road*, otherwise than in the Manner herein-before expressly provided, or to stop up, inclose, divert, or alter the several following other Streets or Roads within the Town of *Manchester*; (that is to say,) *Oldham Road, Saint George's Street, Moor Street, Lee's Street, Mill Brow, Hunts Bank, and Great Ducie Street*, or the Spaces round *Saint George's Church* intended for Streets, and the Spaces adjoining the Police Station intended for Streets, and to be called *Surrey Street, Bedford Street, and Salisbury Street*, or any of them or any Part thereof, except for the Purpose of making more convenient Approaches to the said Railway and Works, and the Stations to be provided for the same, and then only under the Direction or with the Consent of the said Commissioners or their Surveyor.

Certain Streets not to be interfered with until new Streets are made.

XLIII. And be it further enacted, That nothing herein contained shall extend to authorize or empower the said Company to stop up, inclose, cross, divert, or alter a certain Street in the Town of *Manchester* aforesaid called *Buckley Street* until the said Company shall have laid out and put in fully as good a State of Repair as the said Street is now in, for the Use of the Public for ever thereafter, a new Street from *Clayton Street* to a new laid out Street numbered 338 on the said deposited Plan, and to communicate at the Junction of that Street with *Saint George's Road*, of the Width of Twelve Yards at the least.

For Protection of the public Gas Establishment in Manchester.

XLIV. And be it further enacted, That the said Company shall not, except as hereafter mentioned, lay, place, or deposit any Main, Service, Branch, or other Pipe or Convenience for the Conveyance of Gas in, under, over, along, or across any Streets or Roads within the Town of *Manchester* by means of the said Railway or the Works connected therewith, or any Part thereof, without the Consent in Writing of the said Directors or their Clerk; and in case the said Company shall lay any Pipes or Conveniences, except as herein-after mentioned, they shall be and are hereby made subject and liable to the Payment to the said Commissioners of the Penalty of Five Pounds for each and every Day during which such Pipes or Conveniences as aforesaid,

aforesaid, or any of them, shall be so laid, placed, or deposited as aforesaid, which Penalty, in default of Payment on Demand, may be recovered in the same Manner as is herein-before provided with respect to Costs and Charges to be incurred by the said Commissioners; provided nevertheless, that the said Company shall be at liberty to lay down any Main, Service, Branch, Gas, or other Pipe in and upon the said Railway for the Purpose of lighting the same, and the Works and Property belonging to or used by the said Company: Provided always, that it shall be lawful for the said Commissioners, if they shall think proper, instead of suing for or recovering the said Penalty, after having given Notice in Writing to the said Company, to remove the same Pipes and Conveniences, and in default of such Removal after Three Days from the Time of giving such Notice, to remove, cut off, or destroy any of the said Pipes and Conveniences, except as aforesaid, at their own Costs and Charges, not doing Damage or Injury, and not thereby impeding the said Railway or the Works thereof, further than necessarily may be.

XLV. And be it further enacted, That nothing herein contained shall extend to authorize or empower the said Company to stop up, inclose, cross, divert, alter, or otherwise interfere with certain Streets in the Town of *Manchester* aforesaid called *Jones Street*, *Blackburn Street*, *Preston Street*, and *Scholes Street*, or any of them or any Part thereof, until the said Company shall have laid out, flagged, and completed for the Use of the Public for ever thereafter, and to the Satisfaction of the said Commissioners or their Surveyor for the Time being, a Foot Road to adjoin to and be parallel with the Southerly Side of the said intended Railway from *Lower Tebbutt Street* to *Saint George's Road* as aforesaid, of the Width of Six Feet at the least, and until the said Company shall have made and constructed under the said Foot Road for the whole Length thereof, and to the Satisfaction of the said Commissioners or their Surveyor for the Time being, a good and substantial Sewer of the internal Height of Three Feet at the least, and of the internal Breadth of Two Feet at the least, to be for ever thereafter used as and for a public Sewer; and the said Company shall, before they begin to use the said Railway, make, erect, and set up and for ever afterwards maintain and keep a good, firm, and substantial Sewer of Stone, Brick, Iron, or Timber, at the Side of the said Foot Road, Six Feet at least in Height from the Surface of the said Foot Road.

Not to interfere with certain Streets until a Footway completed.

XLVI. And be it enacted, That in case the said Company shall raise or interfere with a certain Street in *Manchester* aforesaid called *Mill Brow*, the said Company shall provide for the Use of the Public for ever thereafter, and to the Satisfaction of the said Commissioners, a convenient Foot Road from *Long Millgate* across the River *Irk* to a certain Street or Road called *Walker's Croft*; and that in case the said Company shall be desirous of making a Road or Roads so as to cross *Walker's Croft* as aforesaid for the Purpose of making Approaches to the intended Station in that Neighbourhood, or otherwise, the said Company shall and they are hereby required to cross the same Street or Road by means of a Bridge or Bridges over the same Street or Road, which shall be constructed so as to

Foot Bridge over River *Irk* in case *Mill Brow* be interfered with.

As to *Walker's Croft*.

leave

leave a clear Roadway of the Width of Twenty-seven Feet at the least, and so that the Opening or Arch of each Bridge over the said Street shall not be less than Fourteen Feet in Height from the present Crown of such Roadway to the under Side of the Centre of the Opening or Arch, and if the same be made by an Arch the springing shall commence at the Height of Seven Feet Six Inches; or the said Company shall and they are hereby required, if no Bridge be made, to raise so much or such Part of *Walker's Croft* lying between *Hunts Bank Bridge* and the most Southerly Corner of the Burial Ground, to the Satisfaction of the said Commissioners or their Surveyor for the Time being, so that the said raising shall not be of a greater Inclination in any Part than One in Thirty-six; and in case the said Company shall so raise *Walker's Croft* as aforesaid they are hereby required to erect and build and for ever afterwards keep in repair a Wall or Screen, of the Height of Four Feet at the least above the Surface of the said Street where the same shall be so raised, along the Side of the said River *Irk*, in order to guard and protect the Public from falling into the same.

As to Bridge
over Cropper
Street.

XLVII. And be it further enacted, That previously to the Completion of the said Railway and Works across a certain Street in *Manchester* aforesaid called *Cropper Street*, the said Company shall, in lieu of diverting the said Street and *Back Cropper Street* as shown in the said deposited Plan, erect and for ever afterwards maintain a Bridge over the said intended Railway and Works which shall be of the Breadth of Twelve Yards within the Parapet Walls thereof, and the said Parapet Walls shall not be less than Six Feet in Height from the Crown of the said Bridge when completed, and the said Street shall be tailed out on each Side to an Inclination of not less than One in Twenty, and shall put the Surface of the said Street over the said Bridge and Approaches in as good a State and Condition as the same now is; and that the said Bridge and the Approaches thereto shall be so built and constructed as to carry *Cropper Street* aforesaid over the said intended Railway in the present Line or Direction of the said Street without Deviation, and that the said Bridge shall be constructed and built according to a Plan to be submitted to the said Commissioners, in such and the same Manner in every respect as is herein-before provided with relation to the Bridge intended to be built under *Saint George's Road*.

Saving Rights
of Manches-
and Salford
Waterworks
Company.

XLVIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the Company of Proprietors of the *Manchester* and *Salford* Waterworks in virtue of all or any of the Acts relating thereto which are referred to or mentioned in the said Act passed for incorporating the said Railway Company.

Providing for
the Altera-
tion of the
Water Pipes.

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

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

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

For protect-
ing Water
Pipes.

[Local.]

14 I

Culverts

Culverts, at their own proper Costs and Charges, in good and substantial Repair.

Not to take certain Land belonging to Lord Ducie without his Consent.

LI. Provided always, and be it further enacted, That nothing herein contained shall authorize the said Railway Company to take any Land or Property belonging to Lord *Ducie* lying between *Ducie Street (Strangeways)* and the River *Irwell* without the Consent of the said Lord *Ducie*, except so much as shall be required for making and constructing across the same the said Railway in the present Line, or in such other Line as the said Railway may be required to be formed in.

Company not to purchase certain Land near Hunt's Bank after the Expiration of Nine Months without Consent.

LII. Provided always, and be it further enacted, That unless the said Company shall within the Space of Nine Calendar Months, to be computed from the Time of the passing of this Act, agree for, or cause to be valued and paid for, as in this Act mentioned or referred to, the whole of the Land or Ground, containing by Admeasurement Four thousand, and eighty Square Yards or thereabouts, situate at *Hunts Bank* in the Township and Parish of *Manchester*, now held by *John Briggs, John Hall, Randolph Frith, Robert Croskell, and James Peacock*, under a Lease granted by *John Clowes, Edward Lloyd, William Fox, and Thomas Clowes*, for a Term of Nine hundred and ninety-nine Years from the First Day of *June* One thousand eight hundred and thirty-six, then and from thenceforth the Powers which are hereby granted to them for taking or using such Land or Ground, or any Part thereof, shall absolutely cease and be void, save and except with the Consent in Writing of the said *John Briggs, John Hall, Randolph Frith, Robert Croskell, and James Peacock*, or the Survivor or Survivors of them, or the Executors, Administrators, or Assigns of such Survivor, any thing herein contained to the contrary thereof in anywise notwithstanding.

As to certain Property belonging to John Harrison.

LIII. Provided always, and be it further enacted, That, notwithstanding any thing herein contained, it shall not be lawful for the said Company, in case they shall take or use any Portion of certain Property in the several Townships of *Cheetham* and *Manchester* in the said Parish of *Manchester* numbered 4 and 109 in the said Plan and comprised in the Schedule hereto annexed, and therein described as belonging to *John Harrison*, to take or use less than the whole of such respective Property, or to take or use the Whole or any Part of such respective Property, unless the same shall be purchased and paid for, according to the Provisions of the said recited Acts and this Act, within the Space of Nine Calendar Months next after the passing of this Act, unless with the Consent in Writing of the Owner of the said Property for the Time being.

For Protection of the Towns Mills in Manchester.

LIV. Prvvided always, and be it further enacted, That nothing herein contained shall authorize or empower the said Company to construct the said Railway or any Works connected therewith nearer to the Southerly End or Side of certain Mills in or near to *Mill Hill* in *Manchester* aforesaid belonging to the Feoffees of the *Manchester* Free Grammar School, and in the Occupation of
Mess ieu

Messieurs *Caistor* and *Thompson*, called the *Towns Mills*, than Six Yards, except temporarily during the making of the said Railway, and then only to such Extent as may be necessary for the Completion of the Works, without the Consent of the Feoffees for the Time being of the said School, or their Agent; nor shall any thing herein contained authorize or empower the said Company to take, encroach upon, or in any Manner injure certain other Mills belonging to the said Feoffees, situate near *Mill Brow* and *Long Mill Gate* in *Manchester* aforesaid, called the *School Mills*, or the Offices or Yards thereto belonging, or any Part thereof, or any Dwelling Houses or other Buildings belonging to them as such Feoffees as aforesaid, situate in or near *Mill Brow* or *Long Mill Gate* aforesaid, without the Consent in Writing of the said Feoffees for the Time being; and that no Pier, Abutment, or other Erection or Obstruction shall be placed or erected in the present Site or Course of the River *Irk* opposite to or near the said last-mentioned Mills, or in, upon, or across the Goits or Sluices of or belonging to the same last-mentioned Mills, so as prejudicially to interfere with the Flow of Water to or from the same Mills along the said River, or along the said Goits or Sluices, or in any way prejudice or injure the Flow or Discharge of any Water heretofore used or hereafter to be used for the Supply or Enjoyment of the same Mills, or any other Mills to be hereafter erected upon the Site thereof or of any Part thereof.

LV. And be it further enacted, That if in the Execution of any of the Powers of this Act any Hereditaments or Premises, the Property of *Otho Hulme*, *John Hulme*, *Elizabeth Hulme*, *Hamlet Hulme*, and *Thomas Hulme*, or of *Elizabeth Hulme* their Mother, as their Guardian, shall be taken by the said Company, then and in every such Case, if the said *Elizabeth Hulme* the Guardian shall so require, the said Company shall purchase the Entirety of every House or other Building a Portion of which or of a Curtilage to which shall be taken by the said Company, the Value thereof to be ascertained, in case of Difference, in the same Manner as is herein or by the said recited Acts directed concerning any Land, Houses, or Buildings to be taken or used for the Purposes of this Act.

For the Protection of *Elizabeth Hulme*, as Guardian of *Otho Hulme*, *John Hulme*, *Elizabeth Hulme*, *Hamlet Hulme*, and *Thomas Hulme*, Infants.

LVI. And whereas the recited Acts contain Provisions for the Protection of the *Rochdale Canal* and the Company of Proprietors thereof, and Restrictions upon the Railway Company, and Directions as to approaching near to and as to crossing the said Canal with the Works of the said Railway, and relating to the Construction of Bridges over the Canal, and to other Works of the Railway Company connected with the same Canal, and relating also to the Preservation of the Roads, Wharfs, Waters, Waterways, Watercourses, Feeders, Byewashes, Embankments, Towing Paths, Culverts, Locks, Bridges, Basins, Banks, Feeders, and other Works of the said Canal, and also containing Restrictions as to any Deviations being made in crossing the said Canal, and as to contracting the said Canal; and the same Acts also contain various Provisions imposing Penalties and fixing ascertained Damages to be respectively paid by the Railway Company

The Bridge for carrying the Railway over the *Rochdale Canal*.

Company in case of Breach or Nonobservance of such Restrictions or Directions: And whereas the said Railway Company have, by the Consent of the said Canal Company, erected and built a Bridge Square over the said Canal, and of greater Width than Fifty Feet, at or near *Touchet Hole*, for carrying the said Railway over the said Canal, the Abutments and Arch of the said Bridge being extended so as to admit of the Railway being carried in an oblique Direction over the said Bridge, and the Abutments of the said Bridge being placed in a Line parallel with the Line of the Side Walls of the Lock immediately above the said Crossing, and the Spring of the Arch of the Bridge being made to commence at a Point not less than Five Feet above the Surface of the Water of the Canal, according to the High-water Level thereof, and the under Side of the Arch at the Centre thereof being not less than Fifteen Feet from the same Level: And whereas the said Bridge so erected and built is erected and built in a Manner not authorized by the said Acts, but in conformity with the Agreement aforesaid, and it has therefore been agreed that the building thereof shall be hereby confirmed; be it therefore enacted, That the said Bridge so erected and built over the said Canal at or near *Touchet Hole* shall be considered and taken in lieu of the Bridge authorized by the said Acts to be erected and built there, as fully and effectually as if the said Bridge had been erected and built in strict Conformity with the Directions of the said Acts; and the said Railway Company shall not be subject or liable to any of the Penalties or Damages by the said Acts inflicted or imposed by reason of the building thereof in manner aforesaid: Provided nevertheless, that all and every the Clauses and Provisions in the said Acts contained with reference to the several Bridges thereby authorized to be built, or otherwise affecting the *Rochdale* Canal, or for the Protection thereof, shall have the same Force and Effect, and be as binding to all Intents and Purposes, with regard to the Bridge hereby declared to be erected and built, as if such Bridge had been authorized by the said Acts to be erected and built, and the said several Clauses and Provisions had been hereby repeated and re-enacted with reference thereto.

As to the Manner of crossing the *Rochdale* Canal by the Branch Railway to *Oldham*.

LVII. And be it further enacted, That for the Purpose of carrying the said Branch Line of Railway to *Oldham*, across the *Rochdale* Canal, in the Township of *Chadderton*, the said Railway Company shall and they are hereby required, at their own Expence, to erect and construct in a proper and sufficient Manner, and to the Satisfaction of the Engineer for the Time being of the said *Rochdale* Canal Company, a good, firm, and substantial Bridge over the said Canal at the said Place of crossing, with proper Approaches thereto, which Bridge shall be built of Brick, Stone, Iron, or Timber, or of some of those Materials, and shall not be of greater Width than Fifty Feet, and the Opening or Span of the Arch of the said Bridge shall not be less than Forty Feet between the Walls or Abutments thereof, and the said Walls or Abutments shall be placed parallel with the said Canal; and the Spring of the said Arch, in case there be an Arch, shall commence at a Point not being less than Nine Feet above the Surface of the Water, according to the High-water Level thereof,

and the under Side of the Crown of the said Arch shall be at least Twelve Feet from the same Water Level, and the said Railway Company shall, at all Times for ever after such Bridge shall be erected, built, and made, keep the same, and any future Bridge 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 thereto, and Notice thereof being given by the principal Agent of the said *Rochdale* Canal Company to the said Railway Company, their Agent or Clerk, if the said Railway Company shall not for the Space of Six 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 *Rochdale* Canal Company from Time to Time to make all such Repairs thereto as they may think necessary, and all Expenses thereof shall be repaid by the said Railway Company to the said *Rochdale* Canal Company, upon Demand; and in default of such Payment the said *Rochdale* Canal Company shall and may sue for and recover the same against the said Railway Company, by Action of Debt or on the Case, in any of Her Majesty's Courts of Record at *Westminster*.

LVIII. And be it further enacted, That it shall be lawful for the said Railway Company to cross the said Canal for temporary Purposes at such Place, and for such Length of Time, and in such Manner as the principal Engineers of the said Railway Company and the said Canal Company, or their Umpire in case of their Disagreement, may decide upon, for the Purpose of constructing the said Branch Railway to *Odham*, but so nevertheless that the several Limitations and Restrictions in the said secondly-recited Act be observed and maintained.

Power to cross the said Canal for temporary Purposes.

LIX. And be it further enacted, That during the Progress of constructing the said Bridge herein-before required to be erected over the said Canal, and of the necessary Repairs or Renewal thereof, the said Railway Company shall be at liberty from Time to Time to contract temporarily the Waterway of the said Canal, but so nevertheless that they shall be obliged to leave an open and uninterrupted navigable Waterway in the said Canal of not less than Twenty-two Feet in Width for the said Waterway, and of a sufficient Height for Boats employed in the Traffic on the said Canal to pass along, and Five Feet in Width for the said Towing Path, during the Period of constructing or repairing or renewing such Bridge.

Railway Company to contract temporarily the Waterway of the *Rochdale* Canal during the Construction of the Bridge.

LX. And be it further enacted, That all the Provisions and Clauses for the Protection of the said *Rochdale* Canal and the Works belonging thereto, and all the Penalties, Forfeitures, and Claims for Damages, contained in or imposed by the said secondly-recited Act upon the said Railway Company for or in respect of the Defaults, Omissions, or Acts or Deeds wilfully or negligently done or committed by the said Railway Company, their Contractors or Agents, in respect to the Works thereby authorized, shall be in force and applicable to the Works by this Act authorized to be done, and also

Penalties in 7 W. 4. c. 24. applicable to the Works hereby authorized to be made.

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the Powers and Means of recovering and obtaining Redress for the same.

Mode of crossing under the Werneth and Westwood Turnpike Road by the Oldham Branch.

LXI. And whereas the said *Oldham* Branch Railway is intended to cross under the Turnpike Road leading from *Werneth* to *Westwood*, both within *Oldham* aforesaid, at or near a Place called *Barnfield*; be it therefore enacted, That the said Railway Company shall and they are hereby required to erect and build a good, firm, and substantial Bridge to carry the said Turnpike Road over the said Railway at the Point where the same respectively crosses, with proper Parapet Walls and Approaches thereto, and to make and form the said Road over the said Bridge and the said Approaches in a good and effectual Manner, and with proper and sufficient Slopes on the Sides thereof, in order to support the Embankments intended to be made in forming the said Road and Approaches, and also to make and erect the said Parapet Walls of the said Bridge of the Height of Four Feet and a Half at the least, and to make and erect good and sufficient Fences on the Sides of the said Road where the same may be altered, and Approaches to the said Bridge, of the Height of Four Feet at the least, which said Bridge and the Approaches thereto shall be made of the Width of Thirty Feet within the said Parapet Walls and Fences; and the said Road and Approaches so to be made over the said Bridge shall rise uniformly and gradually to the Summit thereof, that the Inclination on the Northerly Side shall not be steeper than One in Thirty, and on the Southerly Side One in Forty; and the said Railway Company shall and they are hereby required to repair and keep the said Bridge and Parapet Walls in good Order and Condition for ever afterwards.

Regulation as to Railway passing under the Turnpike Road near Oldham.

LXII. And whereas the Line of the said Railway is intended to pass under the Turnpike Road leading from *Oldham* to *Manchester* near the Town of *Oldham*, and also under the Turnpike Road leading from *Oldham* to *Ashton-under-Lyne* close to the said Town of *Oldham*, but the Section and Line of the said Turnpike Roads, or either of them, are not intended to be altered or varied, except during the Period of constructing the said Railway; and in order to protect the said Roads from Injury; be it therefore enacted, That it shall not be lawful for the said Railway Company to carry the Line of the said Railway under the said Roads, or either of them, by an Arch or Arches, Bridge or Bridges, unless they shall erect a proper and sufficient Arch or Arches, Bridge or Bridges, at their own Expence, over the said Railway, with substantial Battlements Four Feet Six Inches in Height on the Sides thereof, for conveying or carrying the said Turnpike Roads respectively over the said Railway, which said Arch or Arches, Bridge or Bridges, so to be made under the said Road from *Manchester* to *Oldham*, shall not be of less Breadth within the Battlements, Walls, and Fences than the present Width of the said Turnpike Road from *Manchester* to *Oldham* at the Place where the said Railway is intended to pass under the same Road, and which said Arch or Arches, Bridge or Bridges, so to be made under the said Road from *Oldham* to *Ashton-under-Lyne*, shall not be of less Breadth within the Battlements, Walls, and Fences than Fourteen Yards at the Place where

where the said Railway is intended to pass under the said Turnpike Road; and that the said Company shall for ever afterwards keep the said Arch or Arches, Bridge or Bridges, Battlements, Walls, and Fences in good Order and Repair, and that the said Railway Company shall not alter or vary the present Section of the Line of the said Turnpike Roads, or either of them, except so far as may be requisite during the Construction of the said Bridges.

LXIII. Provided always, and be it further enacted, That, notwithstanding any thing herein contained to the contrary, it shall not be lawful for the said Railway Company, or for any of their Contractors, Servants, Agents, or Workmen, to take or use, without the Consent of the Owners thereof for the Time being, for the Purposes of this or the said recited Acts, any or either of them, or any Purposes connected therewith, except for making the said Railway (and with the necessary Slopes where no Retaining Wall is made) as hereby authorized, according to the Deviation Line of the said Branch to *Oldham* as shown in the said Plan deposited with the Clerk of the Peace of the said County Palatine on the Thirtieth Day of *November* One thousand eight hundred and thirty-eight, any Buildings, Lands, Grounds, or other Property claimed to belong to *Joseph Jones* the elder, *William Jones*, and *Joseph Jones* the younger, any or either of them, lying on the Northerly Side of the said Deviation Line, and also lying between a Field numbered 76 on the said Plan and a Street numbered 118 on the said Plan called *Phœnix Street*, except the several Erections, Buildings, Walls, and other Fences, and so much Land as is not required for the Road herein-after mentioned, lying on the Southerly Side of certain Offices numbered 102 on the said last-mentioned Plan, and between the Turnpike Road from *Ashton-under-Lyne* to *Oldham* and a certain Building belonging to the said *Joseph Jones* the elder used as a Coach-house, Stable, and Shippon, and for other Purposes, (which Erections, Buildings, Walls, and Fences so excepted will be required to be taken down partly for the Purpose of forming the Carriageway herein-after mentioned,) and also except so much of the said Land and Property as lies between the said Deviation Line of Railway and a Line to be drawn from a Point, to be fixed on, on the Western Face of a Cottage (Part of the Property numbered 103 on the said Plan) at a Distance of Six Yards from the South-westerly Corner of the said Offices, and to run in a straight Line parallel with the Southerly Side of the same Offices, at the same Distance, until it intersects the Eastern Face of the said Building used as a Coach-house, Stable, and Shippon, and for other Purposes, and to proceed thence to another Point to be fixed where a Line to be drawn in Extension of the Western Boundary Line of *Phœnix Street* aforesaid will intersect a Stream running along the Boundary of Property numbered 113, 114, 115, and 116 on the said Plan, and also save and except so much of the said Land, Buildings, and other Property as may be required for widening *Phœnix Street* aforesaid to an Extent not exceeding Five Yards beyond its present Width, and for forming the same Street: Provided always, that it shall not be lawful for the said Railway Company to erect or place the Chimney of any stationary Engine or any waste Steam Pipe on any Part of the Land herein-before excepted: Provided also, that nothing in this or the said recited Acts, any or either

Certain Property on the Northerly Side of Deviation Line to Oldham not to be taken.

either of them, shall extend or be construed to extend to prevent the said Railway Company from making any lateral Deviation from the said Deviation Line within the Limits hereby authorized on the Southerly Side of the same Line, or on the Northerly Side thereof within the Land hereby authorized to be taken.

Width of the Bridge for carrying the Road from Ashton over the Railway.

LXIV. And be it further enacted, That the Bridge to be erected by the said Railway Company for carrying the Turnpike Road leading from *Ashton-under-Lyne* to *Oldham* (Part of which is also called *Fogg Lane*) over the Deviation Line of the said *Oldham Branch Railway* shall be constructed or built of the Width of Sixty Feet at least between the Parapet Walls thereof, if so required by the said *Joseph Jones* the elder, *William Jones*, and *Joseph Jones* the younger, or some or one of them.

Retaining Wall and Road to be erected and formed by Company adjoining Messrs. Jones' Lands.

LXV. And be it further enacted, That in case the said Railway Company shall make the said Branch Railway hereby authorized through the said Lands claimed to belong to the said *Joseph Jones* the elder, *Joseph Jones* the younger, and *William Jones*, or any or either of them, the said Company shall, before they shall use such Railway for public Purposes, and if so required by the Owners of such Land respectively, erect, and for ever afterwards maintain and keep in good Repair and Condition, a good, firm, and substantial Retaining Wall, surmounted by a good, firm, and substantial Parapet Wall, Six Feet high above the Level of the adjoining Land, along the Northern Boundary of the Land which shall be taken by the said Railway Company lying between *King Street* or *Fogg Lane* and the Extension of *Phœnix Street* aforesaid, and also, within the Period of Six Calendar Months after taking possession of the said Land, or any Part thereof, set out, form, and leave a commodious Carriageway Six Yards wide from *King Street* or *Fogg Lane* aforesaid, so as to pass between the said Branch Railway and the said Offices numbered 102 in the said last-mentioned Plan, and co-extensive with such Offices, for the Use of the said *Joseph Jones* the elder, his Heirs and Assigns, if so required by him or them.

For the Protection of the Water to certain Cotton Mills, &c. belonging to *Joseph Jones* the elder.

LXVI. And whereas the said *Joseph Jones* the elder claims to be the Owner of certain Buildings and Works used as Cotton Mills or Factories, Machine Shops, and Fur-blowing Shops, and for other manufacturing or trading Purposes, respectively numbered 84, 86, and 89 in the said last-mentioned Plan, and has alleged that the same are supplied with Water for the Purpose of working the same from a Reservoir near to a certain Occupation Road marked Number 108 on the same Plan by means of a Culvert from the same Reservoir, which Culvert passes over the Deviation Line of the said *Oldham Branch* as shown on the same Plan, and has also alleged that the same Water, or so much thereof as may not have been used for such Purpose, is returned from the said Buildings and Works, by means of another Culvert passing along or under the said Turnpike Road at a Point where the same is intersected by the said Deviation Line, back to the said Reservoir, and has also alleged that the said Reservoir is supplied or fed with Water by means of a Drain or Feeder passing from *King Street* or *Fogg Lane* aforesaid, over the Deviation Line, to the said

Reservoir :

Reservoir; be it therefore further enacted, That in case the said Branch Railway shall be carried across, under, or over the said Culverts, Drain, or Feeder, any or either of them, or in case the said Company shall, in the Execution of the said Branch Railway and other Works hereby authorized, in any Manner interfere with the said Culverts, Drain, or Feeder, any or either of them, or the said Supply or Return of Water, then the said Company shall take and use the best and most effectual Means in their Power to preserve the due and regular Supply and Return of Water to and from the said Reservoir; and in case it shall be necessary for the said Railway Company temporarily to remove or disturb any Part of the same, Culverts, Drain, or Feeder, any or either of them, the said Company shall, before they shall so remove or disturb the same, construct and make proper and sufficient temporary Waterways or Conduits, so far as the same shall be requisite, for the Conveyance of and for duly and regularly supplying the said Water to and from the said Reservoir, and returning the same to the said Reservoir, to the same beneficial Extent as the Water of the said Reservoir is now conveyed and returned from and to the said Reservoir, and within the Space of Eight Calendar Months at the least after they shall have removed or disturbed any Portion of the said Culverts, Drain, or Feeder, any or either of them, make, provide, and complete, and for ever afterwards, so far as the same shall extend through the Land of the said Company, maintain and keep in perfect Repair and Condition, proper and sufficient permanent Waterways or Conduits in lieu of the temporary Waterways or Conduits aforesaid, and so far as the same shall be requisite in consequence of the Removal or Disturbance of any Portion of the said Culverts, Drain, or Feeder, any or either of them, for the Conveyance of and so as duly and regularly to supply and return the said Water to and from the said Reservoir, and so that such Water shall be delivered at the same Level as the Water is at present delivered at the said Buildings and Works and at the said Reservoir respectively; and if by reason of the making or maintaining of the said *Oldham* Branch Railway, or any Works which the said Railway Company is by this Act authorized to make, maintain, or execute, or by the Removal or Disturbance of any Portion of the said Culverts, Drain, or Feeder, any or either of them as aforesaid, or of any Defect in the Construction, making, or Adaptation of the said temporary or permanent Waterways or Conduits, or any Parts thereof respectively, or from any Neglect on the Part of the said Company to repair, cleanse, or renew the same or any Parts thereof respectively as hereinbefore directed, or from any Accident or Injury whatsoever which may happen or be done to the same, or any Parts thereof respectively, arising from any Act, Deed, or Default of the said Company, the said Water shall not be duly and regularly supplied, either as to Quantity or Quality, at all Times to the said Reservoir, or from the said Reservoir to the said Buildings and Works, or the Water from the same Buildings and Works shall not be duly and regularly returned to the said Reservoir, then and in each and every such Case the said Railway Company shall pay to the said *Joseph Jones* the elder, his Heirs or Assigns, or his or their Tenants or Occupiers who may be injured thereby, such Sum of Money as the Damage he or they may have sustained shall amount to; and in default of Payment

of the said Sum on Demand made on the Treasurer or any Officer of the said Company, he or they 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 Her Majesty's Courts of Record at *Westminster*.

For the
Protection of
an Occupa-
tion Road
leading from
Union Street.

LXVII. And whereas the said Branch Railway to *Oldham* is shown on the said Plan as intended to cross a certain Occupation Road leading from *Union Street* in *Oldham* aforesaid to certain Hat Works, Dwelling House, and Premises claimed to belong to the Devisees in Trust of the late *George Nelson* deceased, and thence to an Estate claimed to belong to *Joseph Jones* the elder, situate in the Township of *Oldham* aforesaid, and in the Occupation of *John Wright* and *John Marsland*; be it therefore further enacted, That in case the said Branch Railway shall be so far extended as to cross the same Road, it shall not be lawful for the said Railway Company, without the Consent of the Owners or Parties entitled to such Road, to interfere with or alter the Level of such Occupation Road until they shall have set out and provided another Road which shall not be in any respect, except as to Length and Curvature, less commodious or convenient as and for an Occupation Road to the Persons entitled to the Use of the same than the said Road is at present.

Side Bars to
be main-
tained ad-
joining the
Occupation
Road leading
from Hole-
bottom
Colliery to
Union Street.

LXVIII. And whereas the said *Oldham* Branch Railway is shown on the said Plan as intended to cross a certain other Occupation Road leading from the *Holebottom* Colliery to *Union Street* aforesaid on the Level; be it therefore further enacted, That in case the said Company shall make the said Branch Railway to such an Extent as to cross the said last-mentioned Road, and so as to cross the same on the Level, then the said Railway Company shall at their own Expence erect, and at all Times, in case they shall use upon the said Branch Railway locomotive Steam Engines, maintain and keep, a proper Side Bar at each Side of the said Railway where the same crosses the said last-mentioned Road, and also appoint and keep a Gate Keeper for the Purpose of opening and shutting such Side Bars at all proper and requisite Times in order to prevent Accidents; and in case such Gate Keeper shall not keep such Side Bars shut at all Times, except when Waggons, Carts, or other Carriages, Horses or other Beasts of Burden are passing through the same, the said Gate Keeper shall for every such Omission forfeit and pay any Sum not exceeding Forty Shillings, One Half thereof to be paid to the Informer, and the remaining Half thereof to the Overseer of the Poor of the said Township of *Oldham*.

As to the
Mode of
crossing
Greaves
Street in
Oldham.

LXIX. And whereas the said *Oldham* Branch Railway appears by the said Plans thereof to be intended to cross a certain Street or intended Street called *Greaves Street*, leading from the Gas Works of the *Oldham* Gas Light and Waterworks Company to *Union Street* in *Oldham* aforesaid, on the North Side of such Works, in such a Manner as might cause a serious Injury to the said Works, but in order as far as may be to prevent such Injury it is expedient that the Provisions herein-after mentioned be made for their Protection; be it therefore enacted, That if the said Railway shall be so formed as to

cross *Greaves Street* aforesaid, then the said Railway Company shall, before they enter upon and cut through *Greaves Street* aforesaid, if so required by the said Gas Light and Waterworks Company, make and form in a good and substantial Manner, and with proper Materials, a Street equal in Width with *Greaves Street* aforesaid, and put the same in as good a State of Repair and Condition as *Greaves Street* aforesaid now is, and so as to extend from the Entrance into the said Gas Works in a Westerly Direction for a Distance of Seventy-two Yards at most, and make from that Point a Street of the Width aforesaid in a Northerly Direction across the said Railway, and so as to join *Union Street* aforesaid on the Easterly Side of the National School in the same Street, and also, if so required as aforesaid, shall form the said Streets in a good and effectual Manner, with sufficient Slopes on the Sides thereof in order to support the Embankments and Cuttings intended to be made in forming the same Streets; and the said Railway Company shall, if so required as aforesaid, make, erect, and build a good, proper, and substantial Bridge, with proper Parapet Walls and Approaches of such a Width as to leave a Space between the Parapet Walls or Fences of such Bridge of Seven Yards wide at least, for the Purposes of making and constructing the said Street over the said Railway, and at all Times hereafter repair and keep in good Condition the said Bridge and the Parapet Walls or Battlements thereof: Provided always, that the Rise of the said intended Street from the said Gas Works to the said Bridge intended to be made over the said Railway shall, if so required as aforesaid, be made uniformly and gradually all the Way so as not to rise more than One Foot in Fifteen Feet, and also in like Manner uniformly from the said Bridge to *Union Street* aforesaid: Provided also, that in case the said Railway Company shall not work or use on that Part of the said Branch Railway which shall be made between *King Street* aforesaid to *Mumps* aforesaid locomotive Engine Power, nothing herein or in the said recited Acts or either of them contained shall extend to prevent the said *Oldham* Gas Light and Waterworks Company, their Servants, Agents, and Workmen, and all other Persons, from forming a proper level Crossing to the Satisfaction of the Engineer of the said Railway Company, with proper Gates on each Side of such Railway at the said Crossing so as to admit of the said Gas Light and Waterworks Company, their Agents, Servants, and others, going to and from the said Gas Works, either on Foot, or with Horses, Carts, or other Carriages, from passing over the said Railway on a Line with *Greaves Street* aforesaid on the Level of the said Railway, or from making Approaches thereto, so as to enable them to pass and repass along *Greaves Street* aforesaid, they the said Gas and Waterworks Company keeping shut the Gates on each Side of the said Railway at the said Crossing, except during the Time of actual crossing, then closing such Gates, and being subject to all such Regulations and Restrictions as by the said recited Acts or this Act are to be observed in such Cases.

LXX. And be it further enacted, That nothing in this Act contained shall enable the said *Manchester* and *Leeds* Railway Company to extend the said *Oldham* Branch Railway beyond the Westerly Side of a certain Street shown on the Plan of the said Branch Railway deposited

Oldham
Branch
Railway not
to extend
beyond cer-
tain Property

herein described without Consent.

deposited as aforesaid, lying between Two Properties situate at *Mumps* in the Township of *Oldham* aforesaid, and numbered 194 and 197 on the said Plan, and leading from *Oldham Lane*, without the Consent in Writing of the Owners, or of the Persons by the said first-recited Act capacitated to convey the same; but in case the said Railway shall be extended so far as the said Street, then such Street shall be left open from *Oldham Lane* to the full Extent of the Property, which may be taken and used by the said Railway Company for the Use as well of the said Company as of the Owners and Occupiers of the Land adjoining to such Street.

As to crossing certain Streets in Oldham.

LXXI. And be it further enacted, That in case the said Branch Railway shall cross another Street also shown in the said Plan, and lying between Two Properties in the said Township of *Oldham* numbered 182 and 185 in the said Plan, and leading from *Oldham Lane* aforesaid, and also another Street across Properties numbered 181 and 182 in the said Plan, and lying on the Westerly Side of the said last-mentioned Street, then the said Crossing shall be made by forming such Streets respectively at the Places of crossing of the same Level as that of the Rails of the said Railway.

Branch Railway to Halifax to be completed within Three Years from the passing of this Act.

LXXII. And whereas it is expedient that a Branch Railway to the Town of *Halifax* should be completed with as little Delay as possible; be it therefore enacted, That the said Company shall and they are hereby required, as speedily as possible after the passing of this Act, to contract for and purchase all the Lands necessary for the Formation of the said Branch by this Act authorized to be made, and to proceed to make and complete and open the same for the Use of the Public; and the said Company shall and they are hereby required, within Twelve Calendar Months after the passing of this Act, to lay out and expend in the Purchase of the said Lands, and in and towards the making of the said Branch, the Sum of Fifteen thousand Pounds; and the said Company shall and they are hereby required, within Twenty-four Calendar Months after the passing of this Act, to lay out and expend in the Purchase of the said Lands, and in and towards the Completion of the said Branch, the further Sum of Twenty thousand Pounds: Provided always, that the said Company shall and they are hereby required to make and complete the said Branch and open the same for the Use of the Public within Three Years from the passing of this Act; and if the said Company shall not have so made and completed the said Branch, or some other Branch Railway in the same Direction, and of no less favourable Levels, connecting the Town of *Halifax* with the Main Line of the said *Manchester* and *Leeds* Railway at some Point or Place within Two hundred Yards of the Point at which the said Branch as laid down upon the said Plans unites with the Main Line of the said Railway, and opened the same for the Use of the Public, within Three Years from the passing of this Act, the said Company shall, after the Expiration of the said Period of Three Years, appropriate such further or additional Sum of Money as may be necessary for the Purpose, to be applied exclusively in the Completion of the said Branch with all practicable Despatch.

LXXIII. And

LXXIII. And be it further enacted, That nothing in this Act contained shall take away, diminish, alter, lessen, prejudice, or affect any of the Rights, Privileges, Powers, or Authorities of the Company of Proprietors of the *Calder* and *Hebble* Navigation in the West Riding of the County of *York*, or, without their Consent in Writing under their Common Seal, authorize or empower the said Railway Company to alter the Line or Level of the said Navigation, or the Towing Paths thereof, or to divert any of the Waters therein, or any other Waters which now supply or may be taken for the Use of the said Navigation, (unless the same last-mentioned Waters which may be taken for the Use of the said Navigation be taken in such a Course as not to injure or prejudice the said Navigation,) or to injure or interfere with the Wharfs or any of the Works, Erections, or Buildings of or belonging to the said Navigation Company, otherwise than is herein-after specially provided for; and it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the proposed Branch Railway to the Town of *Halifax* as delineated and described in the Maps, Plans, or Sections deposited with the Clerk of the Peace for the West Riding of the County of *York*, by which Deviation the said Navigation, or any of the Locks, Side Ponds, Towing Paths, Bridges, Weirs, Banks, Wharfs, or Feeders, or any Erections or Buildings or other Works, of or belonging to the said *Calder* and *Hebble* Navigation Company, or any Part thereof, shall be taken, used, damaged, or interfered with, except as herein-after provided for, without the Consent of the said Company of Proprietors of the said *Calder* and *Hebble* Navigation under their Common Seal first had and obtained.

Not to interfere with the *Calder* and *Hebble* Navigation, &c.

LXXIV. And be it further enacted, That in constructing the said Branch Railway to the Town of *Halifax* over the *Sowerby* Cut or Canal, forming Part of the said *Calder* and *Hebble* Navigation, in the Township of *Skircoat*, the said Railway Company shall, at their own Cost and Expence, if so required by the said Navigation Company, make, and at all Times for ever thereafter maintain and keep in perfect Repair, a good and substantial Bridge over the said Canal and the Towing Paths thereof, with proper Approaches to such Bridge; and the Soffit of the Arch of such Bridge shall be constructed at the greatest Height, and the Arch of the greatest Span, not exceeding Seventy Feet, which the Level of the said Railway will admit of, measured at Right Angles with the Canal at the Point of crossing; and the said Bridge shall be constructed in such a Manner as shall be agreed upon by the Engineer of the said *Calder* and *Hebble* Navigation and the Engineer of the said Railway Company, and in case they shall differ respecting the same in such Manner as an Umpire, being an Engineer, to be nominated by them, shall appoint and direct; provided always, that the Soffit of the Arch of such Bridge shall not be less than Sixteen Feet above the ordinary Top-water Level of the said *Sowerby* Cut or Canal: Provided always, that if during the Execution of the Works of the said Branch Railway, and before the Formation of the Embankment thereof in the Lands numbered 4 on the said Map in the Township of *Skircoat* aforesaid, the said Railway Company shall be required, by Notice in Writing given by the said Navigation Company, to make an Arch or Culvert in the said Embankment, then and

Bridge over *Sowerby* Canal.

For the Construction of One Arch for the *Calder* and *Hebble* Navigation.

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in such Case the said Railway Company shall make such Arch or Culvert of the Width of Fifty Feet, and the Soffit of the Arch shall be constructed at the greatest Height which the Level of the Railway will admit of, and so that the same shall not be less than Nine Feet above the ordinary Top-water Level of the *Sowerby* Cut; and the said Arch or Culvert shall be made at the joint and equal Expence of the said Railway Company and the said Navigation Company; provided nevertheless, that if such last-mentioned Arch or Culvert shall be made, then the said Arch over *Sowerby* Cut shall be of the Width only of Fifty Feet.

Not to construct Works nearer to the Boathouse Basin than the Parliamentary Line.

LXXV. And be it further enacted, That nothing in this Act contained shall authorize the said Railway Company, without the Consent of the said Navigation Company in Writing under their Common Seal, to construct the said Branch Railway to the Town of *Halifax*, or any other Works, nearer to the Canal and Canal Basin called or known by the Name of the *Boathouse Basin*, belonging to the said Company of Proprietors of the *Calder* and *Hebble* Navigation, in the Township of *Skircoat* in the said West Riding, than the Line laid down upon the said Map or Plan of the said Branch Railway to the Town of *Halifax* deposited with the Clerk of the Peace of the West Riding as aforesaid.

No Obstruction to be made to the *Calder* and *Hebble* Navigation.

LXXVI. And be it further enacted, That during the Erection of the said Bridge over the *Sowerby* Cut or Canal, or during the Execution of any Work authorized or required to be made by the said Railway Company for the said *Calder* and *Hebble* Navigation Company, or which may interfere with the said Navigation, and at all future Times during any Repairs thereof, no Obstruction shall be occasioned to the said Navigation, or to the Boats or Barges passing along the same, or to the Towing Horses drawing such Boats or Barges, but that at all Times during such Erections and Repairs a Waterway of not less than Thirty Feet, a Towing Path of not less than Six Feet, and a clear Height sufficient for Boats to pass along, shall be left in the said Navigation.

Penalty for Obstruction of the *Calder* and *Hebble* Navigation.

LXXVII. And be it further enacted, That if by reason or in execution of any of the Works by this Act authorized or required to be made, or by reason of the bad State of Repair thereof, or if by any Act or Omission of the said Railway Company, or any of their Agents, Servants, or Workmen, the said *Calder* and *Hebble* Navigation, or the Towing Paths thereof, shall be so obstructed as that Boats, Barges, or other Vessels navigating or using the same cannot pass or shall be impeded in the Passage along the same, or in case the Space under any Bridge shall be at any Time contracted so as to be less in Width or Height than is herein-before prescribed, then and in any of the said Cases the said Railway Company shall pay to the said Proprietors of the *Calder* and *Hebble* Navigation, as or by way of ascertained Damages, the Sum of Five Pounds for every Half Hour during which the said Obstruction or Contraction shall continue on the said Navigation; 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 the Persons in the Employ of the said Railway Company, then and in every such Case the

the said Railway Company shall pay to the said Company of Proprietors of the said *Calder* and *Hebble* Navigation the Sum of Ten Pounds for every Hour during which such Obstruction shall continue, as or by way of ascertained Damages; and in default of Payment of such respective Sums, or such Proportion thereof as shall become due, on Demand made of the Treasurer or any Officer of the said Railway Company, the said Company of Proprietors of the *Calder* and *Hebble* Navigation 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 Her Majesty's Courts of Record at *Westminster*; and in case the said Bridge over the said *Calder* and *Hebble* Navigation, or any Part thereof, or the Approaches, Sides, Slopes, or Banks of the said Railway next the said Canal, or any of them or any Part thereof respectively, shall not be kept in good and substantial Repair, and if the said Railway Company shall not, within Three Days after Notice in Writing of such Want of Repair given to their Clerk by the Clerk or principal Engineer of the said Company of Proprietors of the *Calder* and *Hebble* Navigation, proceed, make, and complete with all reasonable Despatch the Repairs so required, or in case of any pressing Emergency, then it shall be lawful for the said Company of Proprietors of the said *Calder* and *Hebble* Navigation to do the needful Repairs, and to recover the Amount of the Expences from the said Railway Company, by Action of Debt or the Case, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*: Provided also, that nothing herein or in the said recited Acts contained shall extend to prevent the said Company of Proprietors of the said *Calder* and *Hebble* Navigation from recovering against the said Railway Company any special Damage that may be sustained by them on account of the Acts and Defaults of the said Railway Company, or in respect of which Penalties are by this or the said recited Acts imposed beyond the Amount of such Penalty or Penalties, and they are hereby authorized to sue for and recover such special Damages accordingly; but in every Case where the Penalty or Penalties herein-before or in the said recited Acts imposed shall have been paid by the said Railway Company, and any Action for special Damages shall be brought as before mentioned, then the Penalty or Penalties so paid shall be deemed and considered as Payments on account of such special Damages, 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 Company of Proprietors of the *Calder* and *Hebble* Navigation; 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 maintained by the said Company of Proprietors of the *Calder* and *Hebble* Navigation 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 said Act or Acts for which such Penalty or Penalties would then have been recoverable.

LXXVIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be deemed or construed to extend

Act not to prejudice the Rights of the

Halifax Gas
Light and
Coke Com-
pany.

3 G. 4. c. 30.

extend or prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the *Halifax Gas Light and Coke Company*, or any Person or Persons acting under their Authority, by virtue of an Act passed in the Third Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for lighting with Gas the Town and Township of Halifax, and the Neighbourhood thereof, within the Parish of Halifax, in the West Riding of the County of York.*

For protect-
ing Gas Pipes
in the Parish
of Halifax
crossed by
the Railway.

LXXIX. And be it further enacted, That in every Case where the said Railway and Works, or any Part thereof, shall cross any Street, Road, or Way in the Town or Township of *Halifax* and the Neighbourhood thereof within the Parish of *Halifax*, and the present or then existing Gas Pipes and Works of the said *Halifax Gas Light and Coke Company*, the said Railway Company shall, at their own proper Costs and Charges, previous to the Formation and Commencement of such Part of the said Railway and Works as may cross any such Street, Road, or Way, make good and substantial Arches or Culverts of Brick or Stone over such of the said Pipes as may be crossed as aforesaid, and every of them, of the internal Height of Five Feet at the least, and of the internal Breadth of Three Feet at the least, and at the like Costs and Charges shall for ever thereafter keep the same in good and substantial Repair; and the said Gas Company, or any Person or Persons with their Authority or on their Behalf, shall have Access thereto for the Purpose of repairing, amending, or relaying the said Pipes over which the said Arches or Culverts shall be constructed; and in the event of the said Company failing to make and afterwards to maintain such good and substantial Arches or Culverts as aforesaid, it shall and may be lawful for the said Gas Company so to do at the Costs and Charges of the said Railway Company, who shall pay the same to the said Gas Company, on Demand as aforesaid; and in default of Payment within Seven Days after Notice in Writing to any Clerk or Officer of the said Railway Company, the same may be recovered before any Two or more of Her Majesty's Justices of the Peace for the said West Riding of the County of *York*, who shall and they are hereby required, on Application by the said *Halifax Gas Light and Coke Company*, or of any Person authorized by them, by Warrants under the Hands and Seals of the said Justices, to cause the Amount of such Costs and Charges to be levied and recovered by Distress and Sale of the Goods and Chattels of the said Railway Company, and to be paid to the said Gas Company, or to their Agent, rendering the Surplus (if any), on Demand, after deducting the Costs and Charges of and attending such Distress and Sale, to the said Railway Company, or to some of their Agents; or otherwise the said Gas Company shall and may sue for and recover the same against the said Railway Company by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*.

For preserv-
ing Waters
and irrigating
Drains in
Copley Hall
Estate.

LXXX. And be it further enacted, That nothing herein contained shall extend to authorize or empower the said Company, their Agents, Servants, or Workmen, in the Execution of any Works by this Act authorized to be made, at any Time to drain, divert, or otherwise intermeddle with any Springs, Streams, Waters, Water-
courses,

courses, irrigating Drains, or Reserves of Water in the *Copley Hall* Estate, the Property of *Richard Kennett Dawson*, situate in the Parish of *Halifax* aforesaid, further than may be absolutely necessary and requisite for the Purpose of enabling the said Railway Company to carry into effect the Provisions of this Act; and in case any of the said Springs, Streams, Waters, Watercourses, irrigating Drains, or Reserves of Water shall be so drained, diverted, or otherwise intermeddled with by the said Company at any Time in the Execution of the Powers of this Act, then and in every such Case, and so often as the same shall happen, the said Railway Company shall forthwith effectually restore and reinstate the same, or make other ample Provision in lieu thereof, to the Satisfaction of the said *Richard Kennett Dawson*, his Heirs or Assigns, or his or their Agents for the Time being, so as that he and they may enjoy the full Advantages thereof respectively as effectually as if the same had not been drained, diverted, or otherwise intermeddled with.

LXXXI. And be it further enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away, in constructing the Bridge proposed to be made over the River *Calder* below the Tail Goit of *Copley Mills* belonging to the said *Richard Kennett Dawson*, any of the Rights, Privileges, Powers, or Authorities vested in the said *Richard Kennett Dawson* in the said River *Calder*, nor empower the same Railway Company, at the Place of crossing, to narrow the Section of the Channel of the said River between Bank and Bank so as to pound, dam up, obstruct, or impede the Waters thereof.

As to the Construction of Bridge over River *Calder* near *Copley Mills*.

LXXXII. And be it further enacted, That nothing in this Act or in the said recited Act of the Seventh Year of His late Majesty King *William* the Fourth contained shall extend or be construed to extend to repeal or alter the Clause in the said recited Act of the Sixth and Seventh Years of His late Majesty King *William* the Fourth contained for the Protection and Preservation of a certain Spring of Water rising in the Estate of the Reverend *James Armitage Rhodes* at *Weasel Hall* in *Erringden* in the said Parish of *Halifax*, nor in any Manner to prejudice or affect the Rights or Interests of the Heirs, Representatives, or Assigns of *Richard Sutcliffe*, late of *Mytholm Royd* in the said Parish of *Halifax*, Surgeon, deceased, in or under the said Clause.

For Protection of the Right of Mr. *Sutcliffe*, Surgeon.

LXXXIII. And be it further enacted, That nothing in this Act contained shall prejudice or affect certain Agreements entered into between the said Company and the Reverend *James Armitage Rhodes* touching the Mode of executing the said Railway and Works through his said Estate in the Township of *Erringden*, or give to the said Company any greater Power or Authority over the Property of the said *James Armitage Rhodes* than they already have by virtue of the said recited Acts and the said Agreements respectively.

Saving Rights of the Rev. J. A. *Rhodes*.

LXXXIV. And be it further enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to affect, diminish, alter, take away, or prejudice all or any of the Rights,

Saving Rights of Owners of the *Todmorden Hall* Estate.

Powers, Protection, or Privileges of or vested in or belonging to *James Taylor* Esquire and *Mrs. Ann Taylor*, or either of them, or the Owner or Owners of or other Person or Persons for the Time being or from Time to Time interested in a Mansion House called *Todmorden Hall*, or an Estate and Lands called the *Todmorden Hall* Estate, in the Township of *Todmorden* or *Todmorden* and *Walsden* in the County of *Lancaster*, under or by virtue of the said Two first herein-before recited Acts, or either of them, or otherwise howsoever; but all such Rights, Power, Protection, and Privileges are hereby saved and reserved and excepted out of and from the Operation of this Act.

Power to
make an Al-
teration in
the Line near
Kirkthorpe.

LXXXV. And whereas by the said first-recited Act it is amongst other things recited to the Effect that the *Manchester* and *Leeds* Railway was intended to be carried over the River *Calder* at or near to a certain Place called *Broad Reach* in the Township of *Stanley cum Wrenthorpe* Three several Times, and also to approach and run nearly parallel with the said River *Calder* and a certain Cut and Lock at *Kirkthorpe*, and that it was expedient to make further Provision respecting the Manner in which the said Railway should cross the said River, and to provide for the free Passage of Water in and to the said River, and for the free Access to and along the said River, for the Trade and Merchandize thereof; and it was thereby amongst other things enacted, that in carrying the said Railway over the said River *Calder* at the said Three several Places near *Broad Reach* the said Company thereby incorporated should and they were thereby required to make and construct at each of such Crossings a good and substantial Bridge of such Character and Dimensions as in the said Act is mentioned and specified, the under Side of the Opening at the Key Stone of the Arches of such several Bridges not being less than Thirty Feet in Height above the ordinary Surface-water Level of the River at the respective Places where such Bridges should be so erected; and by the said Act it was provided and enacted, that it should not be lawful for the said Company of Proprietors thereby incorporated to make any Deviation or Extension whatever from the Course or Direction or to alter the Line or 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*, save so far as might be necessary for crossing the said River *Calder* at the Heights therein-before provided, or where the same passes near a certain Cut and Reach of the said River *Calder*, at or near *Kirkthorpe*, in the Lands numbered 8, 21, 18, 26, 27, and 32, in the Township of *Warmfield cum Heath* in the said Map or Plan Northwards, or where the same passes the said several Mills therein mentioned, or other the Lands of the said Undertakers specified in the said Book of Reference, or the Roads therein mentioned leading to the said Mills and Wharfs, nor should 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 therein 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 the Consent of the said Undertakers in Writing first had and obtained, other than and except in

the Manner therein-before expressly provided for and authorized: And whereas, in order to construct the said Bridge over the said River of the Height required by the said first recited Act, it is necessary for the said Railway Company to alter and raise the Level of the said Railway at the said Three several Places of crossing the River *Calder*: And whereas the said Railway was, according to the original Plan and Section thereof, intended to be formed upon an Embankment passing over or through Parts of the said Fields, or some of them, so numbered 8, 21, 18, 26, 27, and 32, in the said Plan, in the said Township of *Warmfield cum Heath*, of such Breadth as to approach closely to and come in contact with a Cut and certain Wharfs near to and along the said River formed for the Purpose of giving Access thereto for Merchandize to be carried on the same: And whereas the making of the said Embankment at the requisite Elevation through the said Fields would have caused an Encroachment upon the said Wharfs: And whereas the said Railway Company have deviated the Line of the said Railway in the said Fields, or some of them, numbered as last aforesaid, and have staked out and purchased Land for forming the same in a Line a little more towards the South, and so that the Embankments of such Railway may in nowise obstruct or interfere with the said Wharfs, and the said Railway Company have in the said Map or Plan relating thereto, deposited as aforesaid, described the altered Line of Railway at or near *Kirkthorpe* as the same is proposed to be formed by them; but Doubts have arisen whether by the first-recited Act the said Company have Power to alter the Line of the said Railway in any degree at the said Places of crossing the said River *Calder*; be it therefore enacted, That nothing in the said first-recited Act contained shall prevent the said Railway Company from making the said altered Line of Railway near to *Kirkthorpe*, and in the Parishes of *Wakefield* and *Warmfield*, or One of them, in the Line or Course described, and according to the Plans thereof deposited on the Thirtieth Day of *November* last with the Clerk of the Peace for the West Riding of the County of *York*, or within the Limits of Deviation by this Act authorized, as well over the several Places of crossing the River *Calder* as elsewhere, provided that the said altered Line of Railway be not deviated beyond the Extent herein-before limited, or taken in a Direction more to the North than by the said first-recited Act is allowed.

LXXXVI. And whereas by certain Acts of Parliament passed in the Tenth and Eleventh Years of the Reign of *William* Third, the Fourteenth of *George* the Second, and the First and Ninth of *George* Fourth, the Navigation of the said River *Calder* now stands vested in the Undertakers of the Navigation of the Rivers *Aire* and *Calder* in the West Riding of the County of *York*, upon whom are imposed by the said several Acts, or some of them, divers Duties and Liabilities in respect of the Maintenance and Preservation of the said Navigation and the Works and Appurtenances thereof, and it is therefore expedient that any Alteration of the said Course of the said River *Calder* should be made by and under the Direction and Control of the said Undertakers; be it therefore enacted, That all and every the Powers and Authorities herein-before given to and vested in the *Manchester* and *Leeds* Railway Company to divert the

Suspending the Powers of the *Manchester* and *Leeds* Railway Company to make the Diversion of the River *Calder* for Twelve Months.

Course

Course of the said River *Calder*, and for stopping up the said Navigation, save only so far as they relate to the Purchase of Lands for that Purpose, shall be suspended until the Expiration of Twelve Calendar Months next after the said Undertakers shall have been put into Possession by the said Railway Company of the Land necessary for the Purpose of making the said Diversion in the Manner hereinafter provided.

Company to purchase and convey Land for the Diversion to the Trustees of the Navigation.

LXXXVII. And be it further enacted, That as soon as practicable after the passing of this Act the said *Manchester* and *Leeds* Railway Company shall purchase and pay for the Land necessary for making the said Diversion, and thereupon they shall and they are hereby required, with all convenient Speed, to deliver up Possession thereof to the Undertakers of the Navigation of the said Rivers *Aire* and *Calder* for the Purpose of their commencing the Execution of the said Diversion; and as soon as the said Undertakers shall have excavated the new Channel for the said Diversion so as to be ready to divert the said River into the same, the said Railway Company shall convey and assure the same Land to the Trustees for the Time being of the said Navigation in Trust for themselves and the rest of the said Undertakers, which Conveyance the said Trustees are by this Act authorized to accept and take, and thereupon to hold and retain such Land in like Manner as they now hold any other Lands or Hereditaments for the Purposes of the said Navigation; and that within Twelve Calendar Months next after the said Undertakers shall have been put into Possession of the said Land the said Undertakers shall and they are hereby authorized and empowered to make and execute the said Diversion of the said River herein-before mentioned, together with all such Towing Paths, Works, Conveniences, and Appurtenances thereto as may by the said Undertakers be deemed necessary and proper for making the same navigable and passable for Boats, Barges, Lighters, and other Vessels, and for connecting the same with the present *Kirkthorpe* Cut near the Eastern End of the same Diversion, and communicating therewith: Provided nevertheless, that when the said Diversion shall have been made and executed as aforesaid the new Cut or Channel formed by the said Diversion shall, for and to all Intents and Purposes connected with the said Navigation, be considered as Part of the original and existing Channel of the River *Calder*, and shall be deemed and taken to be in substitution thereof.

Enabling the Undertakers of the Aire and Calder Navigation to make the said Diversion.

LXXXVIII. And be it further enacted, That, for the Purpose of enabling the Undertakers to make and complete such Diversion of the said River *Calder* and other Works, all and every the Powers and Authorities herein-before vested in and given to the said *Manchester* and *Leeds* Railway Company, so far as they relate to the said Diversion and Works, (save only such as relate to the Purchase of Land for that Purpose,) shall, for the said Space of Twelve Calendar Months from the Time when Possession of the Land shall have been given to the said Undertakers as aforesaid, be vested in and may be exercised and carried into effect by the said Undertakers; and that it shall be lawful for the said Undertakers to stop up so much of the Navigation of the said River *Calder* as lies between the said Two Points of Diversion,

sion, and to divert into the said altered Course the Water of the said River, and to change the Towing Path thereto adjoining, and to execute and perform all other Works necessary and proper for making and maintaining the same Diversion: Provided always, that all the Costs, Charges, and Expences of the Purchase of the said Land by the said Railway Company, and of the Conveyance thereof to the said Trustees, and of making and completing the said Diversion and other Works, shall be borne and paid by the said Railway Company according to a certain Agreement already made and entered into between the said Railway Company and the said Undertakers: Provided also, that if the said Undertakers shall not within the said Period of Twelve Months, to be computed from the Time hereinbefore in that Behalf mentioned, make and complete the said Diversion, so as to enable the said Railway Company to make their said Railway across the present Channel of the said River, it shall be lawful for the said Railway Company and they are hereby authorized and empowered to make and construct the said Diversion and Works in such Manner as they shall think proper, and for that Purpose to re-enter upon, and hold, retain, and use, the Land whereof Possession shall have been given to the said Undertakers as aforesaid until the said Diversion and Works shall have been completed by them: Provided also, that if the said Undertakers shall complete the said Diversion in a proper and sufficient Manner, so as to enable the said Railway Company to make their said Railway across the present Channel of the said River in manner and within the Period aforesaid, then the Powers and Authorities hereinbefore vested in the said *Manchester and Leeds* Railway Company, so far as respects the Execution of the said Diversion, shall cease and determine absolutely: Provided also, that the Powers for maintaining and preserving the Navigation through the said Diversion and the other Works hereby authorized to be made connected therewith, and also the Power to make and construct any additional Works or Improvements for the greater Security of the said Diversion and Navigation, shall remain and be vested in the said Undertakers after the said Diversion shall have been completed as fully in all respects as if such Powers had been given or vested in the said Undertakers by the said recited Acts for the Regulation of the said Navigation.

LXXXIX. And whereas the said River *Calder*, at the said Place where the same is intended to be crossed near *Broad Reach*, pursues a circuitous Course: And whereas by making the Alteration in the course of the said River hereby authorized the navigable Channel of the River will be rendered shorter and more direct, and made so as to avoid being crossed more than once by the said Railway, and it will not be necessary to erect the Two most Easterly Bridges required by the said first-recited Act to be erected over the same; be it therefore enacted, That in case the Course of the said River *Calder* shall be diverted under the Powers hereinbefore contained so as to prevent the said Navigation from being crossed more than once by the said Railway, then and in such Case the said Railway Company shall not be required to make and construct more than One Bridge over the said River *Calder*, at the Place of crossing the same near *Broad Reach* aforesaid, of such Dimensions and Character as by the said first-recited

The Company not to be required to erect more than One Bridge over the *Calder* at *Broad Reach* in case the Course of the River be altered.

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cited Act is required, but shall be at liberty to make the said Railway upon an Embankment in and across the present Channel of the said River: Provided always, that Notice of the Commencement of any of the Works herein-before or in the said first-recited Act authorized to be performed by the said Company connected with the said Navigation, or with the said Bridge, shall from Time to Time be given by the said Company to the said Undertakers or their Engineer Seven Days at least before the Commencement thereof.

Reserving
Rights of the
Owners of
Land, and of
the Under-
takers of the
Aire and
Calder Navi-
gation.

XC. And be it further enacted, That when and so soon as the said Alteration in the Course of the said River *Calder* shall have been made and completed, the Owners and Occupiers of Land on each Side thereof shall have such and the same Rights, Powers, and Privileges into and over the same, and the said Undertakers and the Public in general shall have such and the same Rights, Powers, Privileges, and Authorities to navigate, use, and enjoy the same, and the Towing Path to be provided thereto, and with the same Exemptions in favour of the said Undertakers, as they respectively have over the present navigable Course of the said River *Calder*, and as if the same had not by virtue of this Act been altered or diverted; and the said Undertakers shall have full Power and Authority to charge and levy such Tolls and Dues for the Navigation of the said altered Course of the said River, and also for the Navigation of the said new Canal from *Broad Reach* aforesaid now in course of Execution, as they would have been entitled to for navigating the present navigable Channel of the said River, and as if the said Diversion hereby authorized to be made had been included in and made under the Authority of the last of the said recited Acts for the Regulation of the said Navigation.

Company to
indemnify
Undertakers
against Pay-
ment of
Rates.

XCI. Provided also, and be it further enacted, That the said *Manchester* and *Leeds* Railway Company shall and they are hereby required from Time to Time for ever hereafter to reimburse and pay to the said Undertakers all such Rates, Taxes, Parochial or County Assessments, and other Impositions of the like Nature to which the said Undertakers shall become rateable and chargeable, and shall be called upon and required to pay in respect of the said Diversion hereby authorized to be made in the said River *Calder*, or in respect of the Towing Path thereof, or of the said Communication with the *Kirkthorpe Cut* or other Works appurtenant thereto, or in respect of the Tolls and Dues for the Navigation thereof respectively, or other Profit to be derived therefrom, to which the said Undertakers are not now liable or chargeable in respect of the present old Channel of the said River; and that upon default in Payment by the said *Manchester* and *Leeds* Railway Company to the said Undertakers of any Sum or Sums of Money which they shall have been called upon and required to pay in respect of any such Rates, Taxes, Assessments, or other Impositions as aforesaid, for the Space of Seven Days next after Demand thereof in Writing shall have been made upon the said Company or their Clerk for the Time being, it shall be lawful for any Two or more of Her Majesty's Justices of the Peace for the West Riding of the said County of *York*, and they are hereby required, on Application by the said Undertakers, 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 Rates, Taxes, Assessments, or other Impositions to be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, and to be paid to the said Undertakers, rendering the Overplus (if any), on Demand, after deducting the Costs and Charges of and attending such Distress and Sale, to the said Company; or otherwise the said Undertakers may sue for and recover the same against the said Company, by Action of Debt or on the Case, in any of Her Majesty's Courts of Record at *Westminster*, together with lawful Interest for the same until Payment thereof, and all Costs and Expences of any such Action or Suit: Provided also, that the said Diversion, Towing Path, and other Works shall in no Case be rated or assessed in any other Amount than the Land taken for the Construction of the said Diversion, Towing Path, and other Works would have been rated had the said Diversion, Towing Path, and other Works not been made.

XCII. Provided always, and be it further enacted, That, save as respects the several Matters and Works by the last preceding Six Enactments authorized, 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 of the Navigation of the Rivers *Aire* and *Calder* in the County of *York* by the said several Acts of the Tenth and Eleventh Years of King *William* the Third, the Fourteenth Year of King *George* the Second, and the First and Ninth Years of King *George* the Fourth, or any or either of them, or repeal, vary, prejudice, or affect the several Clauses, Provisions, and Restrictions contained in the said first-recited Act of the Sixth and Seventh Years of King *William* the Fourth, for the Protection of the said Navigation, and the several Rivers, Cuts, Canals, and other Works belonging thereto.

Reserving the Rights of the Undertakers of the *Aire* and *Calder* Navigation.

XCIII. Provided also, and be it further enacted, That nothing in this Act contained shall impose upon the said Undertakers any greater or other Liability in respect of the said new Channel, or of the Banks and Towing Path thereto, or of the Navigation through the same, or for any Damage or Injury which may arise to the said Railway, or to any Lands on either Side of the said new Channel, by reason of Floods or other Accidents, for which the said Undertakers would not have been liable in respect of the old Channel of the said River, or of the Navigation running through the same.

Undertakers not to be subject to greater Liability from Floods than at present.

XCIV. Provided always, and be it further enacted, That the said Railway Company shall construct Two Culverts, of Two Feet Diameter each, for the Purposes of allowing the Water of the said River *Calder* in the said Townships of *Warmfield cum Heath* and *Stanley cum Wrenthorpe* to flow freely into, through, and out of so much of that Part of the present Course of the said River between *Broad Reach* and *Kirkthorpe Cut* as lies to the South of the Line of the said Railway, and the said Company shall and they are hereby required for ever hereafter to keep and maintain the same Culverts in good Repair: Provided always, that nothing in this Clause contained

Culverts to be made where Railway crosses the River *Calder*.

tained shall extend to prejudice, diminish, or take away any of the Rights, Powers, or Privileges now vested in the Undertakers of the Navigation of the Rivers *Aire* and *Calder* over the Water of the said River *Calder*, or to authorize any Person whomsoever to pass off or divert the said Water into any other Channel than the said River above *Kirkthorpe Dam*.

Power to enlarge the Station.

XCV. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to take the Lands lying between or near to *Saint George's Road* and *Oldham Road* in the Township of *Manchester* aforesaid, delineated on the said Plan thereof, and referred to in the said Book of Reference, deposited as herein-before mentioned with the Clerk of the Peace for the County Palatine of *Lancaster*, for the Purpose of forming and constructing Yards, Wharfs, Warehouses, Offices, and other Buildings, Roads, and Conveniences thereto.

Empowering Company to purchase Sixty Acres of Land.

XCVI. 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 other Lands, not exceeding in the whole Sixty Statute Acres, (in addition to the Lands by any of the said recited Acts or by this Act authorized to be taken and used,) in such Place or Places as shall be deemed eligible for the Purpose of making and providing additional Stations, Yards, Wharfs, waiting, loading, or unloading Places, Warehouses, Offices, and other Buildings and Conveniences for the Accommodation of Passengers, or 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 which the said Company shall judge requisite, by virtue of such Powers for the Purchase and obtaining a Conveyance thereof, and such Power of Sale and Re-purchase, and with such Restrictions and subject to such Regulations, as in the said first-recited Act are contained with respect to the Quantity of Land for such Purposes thereby authorized to be purchased.

Time for purchasing Land in Livesey Street extended Two Years.

XCVII. And be it further enacted, That the Time limited by the said recited Acts or either of them for taking Lands by Compulsion shall, so far as respects any Lands and Hereditaments lying on the South-west Side of *Livesey Street* in the Township and Parish of *Manchester*, be and the same is hereby extended for the further Term of Two Years, to be computed from the passing of this Act.

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

XCVIII. And be it further enacted, That unless the said Company shall within the Space of Three Years, to be computed from the passing of this Act, agree for, or cause to be valued and paid for, as in this Act is mentioned, the Lands which they are by this Act empowered to take or use, or otherwise so much thereof as shall be by them deemed necessary and proper for the Purposes of making the said Extension and the said Alteration of the said Railway, and the said

said Branches therefrom, or other Works hereby authorized, (save and except the aforesaid Sixty Acres of Land which the said Company are by this Act authorized to purchase in addition to the Lands hereby authorized to be compulsorily taken,) 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 so far as the same may be exercised with the Consent in Writing of the Owners and Occupiers of such Lands respectively.

XCIX. And be it further enacted, That all Corporations and Persons by the said first-recited Act capacitated to treat and agree with the said Company for the Sale and Conveyance of Lands required for the Purposes of the said recited Acts, or of this Act, may and they are hereby empowered (if they shall be willing, but not otherwise,) to treat and agree with the said Company for the Sale and Conveyance of any further Land that may hereafter be required for the Purposes of the said Railway, notwithstanding the Period by the said recited Acts and this Act limited for the compulsory Purchase of Lands may have expired, subject nevertheless to the Provisions and Restrictions in the said recited Acts and this Act contained.

Corporations,
&c. may sell
further Lands
to the Com-
pany.

C. And be it further enacted, That if at any Time after the said Company shall have entered upon any Lands which shall be permanently required for the Purposes of the said recited Acts or of this Act, and for which they shall have *bonâ fide* and without Collusion paid, deposited, or tendered, according to the Provisions of the said recited Acts or this Act, the Purchase Money, Compensation, or Satisfaction agreed or awarded to be paid in respect of the same, any Person or Corporation shall appear to be entitled to any Estate, Right, or Interest in, to, or affecting such Lands, which Estate, Right, or Interest the said Company shall have failed or omitted duly to purchase, or to pay Satisfaction or Compensation for, by reason of the said Company not having had express Notice of the Existence thereof, or by reason of any other Accident or Mistake, and such Estate, Right, or Interest shall not have been vested in or barred or extinguished for the Benefit of the said Company by virtue of any of the Provisions in the said recited Acts or either of them or in this Act contained, and the said Company shall, within the Period of Six Calendar Months after they shall have had express Notice of the Existence of such Estate, Right, or Interest, purchase or pay Compensation or Satisfaction for the same, then, notwithstanding such Estate, Right, or Interest, and whether the said last-mentioned Period allowed by the said recited Acts or either of them, or by this Act, for agreeing for and valuing and paying for the same, shall then have expired or not, the said Company shall remain in the undisturbed Possession of such Lands for the Purposes of the said recited Acts or of this Act, as the Case may be; and the Purchase Money, Compensation, or Satisfaction to be paid for such Estate, Right, or Interest shall be agreed on or awarded and paid, and such Estate, Right, or Interest shall be vested in or barred or extinguished for the Benefit of the said Company, in like Manner as, according to the Provisions of the said recited Acts or of this Act, the same respectively would have been agreed on or awarded and paid, and vested,

The Com-
pany em-
powered to
purchase
Interests in
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Purchase
whereof may
have been
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barred,

barred, or extinguished, in case the said Company had purchased and paid Compensation or Satisfaction for such Estate, Right, or Interest before their Entry upon such Lands, or as near thereto as Circumstances will admit.

In case of
Proceedings
for Recovery
of Lands
taken for
Railway, &c.

CI. And be it further enacted, That if any Proceeding shall at any Time be had or taken against the said Company, or any Person claiming under them, for the Recovery of the Possession of any Lands which may have been purchased or taken in pursuance of the said recited Acts or this Act, and for which they shall have *bonâ fide* and without Collusion paid, deposited, or tendered, according to the Provisions of the said recited Acts or this Act, the Purchase Money, Compensation, or Satisfaction agreed or awarded to be paid in respect of the same, then within Two Months after final Judgment shall be obtained by any Person for the Recovery of the Possession of any such Lands, or the final Determination of any Writ of Error or Appeal from such Judgment, or the final Taxation of the Costs of such Proceedings, there shall be paid or tendered, in lieu of such Lands, to the Person so obtaining such Judgment, or into the Court in which such Proceedings shall be pending, his full Costs, Charges, and Expences on any Proceeding for the obtaining such Judgment, together with such Sum of Money as the Jury shall in manner hereinafter mentioned find to be the Value of the said Lands at the Time when the same were purchased and conveyed for the Purposes of the said recited Acts or this Act, or when Possession thereof was taken as aforesaid by the said Company, together with such a Sum of Money as the said Jury shall at the same Time find to be the Value of or an Equivalent for such Mesne Rents and Profits of the said Lands, in case the same had not been taken or used for the Purposes of the said recited Acts or this Act, as the Party obtaining such Judgment would have been entitled to; or in case the Person obtaining such Judgment shall be entitled to any partial or less Interest in the said Lands than the absolute Fee Simple thereof in Possession, free from Incumbrances, then the Value of the said Lands, to be ascertained as after mentioned, shall be paid into the Bank of *England*, with the Privity of the Accountant General of the Court of Exchequer, or in such other Manner as directed by the said first-recited Act with respect to Lands purchased from such Parties; and upon Payment or Tender of such Sum or Sums of Money as is herein mentioned the Interest of such Person or Persons in the said Lands shall be and remain absolutely vested in the said Company, their Successors and Assigns: Provided always, that nothing in this Act contained shall extend the Time limited by the said recited Acts or either of them for taking the Lands or Tenements of *Henry Taylor* Esquire in the Township of *Manchester*, or in anywise to prejudice or affect the Estate, Rights, and Interest of the said *Henry Taylor*, whether at Law or in Equity, in the Lands and Tenements situate in the said Township, belonging to the said *Henry Taylor*, except so far as relates to the Estate and Interest of the said *Henry Taylor* in Lands and Tenements purchased by him subsequent to the Twenty-fourth of *April* One thousand eight hundred and thirty-seven, which last-mentioned Lands and Tenements the said Company are empowered to purchase under the Provisions of this Act.

CII. And

CII. And be it further enacted, That the Jury who shall try any Proceedings brought for the Recovery of the Possession of such Lands as aforesaid shall at the same Time ascertain the Value thereof at the Time when they were purchased and conveyed for the Purposes of this Act, or in default thereof such Value may be settled and ascertained by a Jury to be summoned and returned in manner directed by the said first-recited Act; and the Value, if found on the said Trial, shall be certified by the presiding Judge under his Hand, and such Certificate shall be delivered to the Person seeking to recover Possession of the same Lands, and such Value shall be the Amount to be paid in lieu of the said Lands, and shall be paid and applied in manner directed by the said first-recited Act.

The Jury who shall try such Proceedings to ascertain the Value to be paid in lieu of the Lands.

CIII. And be it further enacted, That in case Notice in Writing shall have been given by the said Railway Company within the Time limited by the said recited Acts or either of them, or by this Act, for the compulsory taking of Land, to any Person, Corporation, or Trustee interested or entitled and capacitated to sell, agree, or convey, or left, as in the said first-recited Act is mentioned, to treat and agree for the Sale, Conveyance, and Release of their respective Estates or Interests, or the respective Interests which they respectively are thereby capacitated to convey or dispose of, of and in any Lands and Hereditaments required by the said Company, and describing the Land or Hereditaments so required, and the said Company shall have been prevented by reason of any Proceedings at Law or in Equity, or by Deaths of Parties or other unforeseen Event, from proceeding with the Assessment of the Value thereof, and of paying for the same, then and in every such Case it shall be lawful for the said Company, or for the said Persons or Corporations respectively, at any Time within Six Calendar Months after the Time limited by the said recited Acts or either of them or this Act, to take such Proceedings as by the said recited Acts or by this Act they respectively are authorized to take for assessing the Value of such Lands and Hereditaments, or the respective Estates and Interests required to be purchased by the said Company, and for such Compensation and Recompence as in the said first-recited Act is mentioned; and upon Payment of such Sum or Sums of Money as shall have been thereupon awarded it shall be lawful for the said Company to enter upon and take all such Lands and Hereditaments required to be taken by the said Company, in such and the same Manner as if the Time limited by the said recited Acts or by this Act for taking or purchasing Lands had not expired.

Power to take Lands after the Time allowed for taking same is expired, in case Notice shall have been given within the Time limited.

CIV. And be it further enacted, That in case the said Portions of Railway 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 such Railway and the Works thereof as shall be and then have been completed.

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

CV. And

Certificate of Two Justices to be conclusive of the Fact.

CV. And be it further enacted, That the Certificate of Two or more Justices of the Peace of the said County of *Lancaster*, or of the West Riding of the said County of *York*, signed by them at the Quarter Sessions of the Peace held within their respective Counties; as the Case may be, 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 credible Witnesses, to be produced before such Justices for that Purpose, shall be binding and conclusive of the Fact thereby certified.

Rates of Tonnage allowed to be taken by the Company for the Use of the said Extension and Branches.

CVI. And be it further enacted, That it shall be lawful for the said *Manchester* and *Leeds* Railway Company, in lieu of the Rates or Tolls authorized to be received by them by the said first-recited Act, to demand, receive, and recover, to and for the Use and Benefit of the said Company, for the Tonnage and Tollage of all Passengers, Beasts, Cattle, Animals, Carriages, Materials, Goods, Wares, Merchandize, and all other Articles, Matters, and Things which shall be conveyed upon or along the said extended Line of Railway, and the Line of Railway connecting the same with the Main Line of Railway or any Part thereof, and also upon or along the said Branches or any Parts thereof respectively, any Sum or Sums of Money not exceeding in each Case Double the Amount which by the said first-recited Act the said Company are authorized to receive in respect of such Tonnage or Tollage.

Company to regulate the use of stationary Engines.

CVII. And be it further enacted, That it shall be lawful for the said Railway Company to provide stationary Engines for working the several Inclined Planes by this Act authorized to be made, and to regulate the Time of working, the Speed, the Weights to be drawn up or let down at one Time, and the Classification of the Carriages conveying Passengers, and those containing different Descriptions of Goods requiring to be drawn up or let down at one Time by such stationary Engines, and in all respects to have the Control and Direction of working the said stationary Engines.

Public to have the Use of them on paying a Rate.

CVIII. And be it further enacted, That the said Company shall be bound to employ the said Engines in raising or lowering any Goods or Merchandize, belonging to any Person or Persons whomsoever using their own locomotive Power, which shall have been carried or shall be intended to be carried by such Persons along the said Railway for any Distance not less than Six Miles; and the said Railway Company shall not be entitled, independently of Tonnage, to receive for the Use of the said stationary Engine Power any Sum exceeding Three-pence *per Ton per Mile* for the Goods or Merchandize so raised or lowered by means of any of the said stationary Engines, and so in proportion for any fractional Parts of a Ton or of a Mile.

Company authorized to carry Passengers, Cattle, and Goods, and

CIX. 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, employ, and provide locomotive or stationary Engines or other moving Power, and in Carriages or Waggons drawn or propelled thereby, to convey upon all or any Part of the said extended
Line

Line of Railway, and the Line of Railway connecting the same with the Main Line of Railway, and the said Branches, and 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 receive, demand, and recover, for the Use of such Engines or other Power, in addition to the several other Rates, Tolls, or Sums by this Act authorized to be taken, such Sums of Money as the said Company shall think proper, not exceeding Double the Amount which by the said first-recited Act the said Company are authorized to receive. to charge for the same.

CX. And be it further enacted, That the Charges by the said recited Acts or this Act, or either of them, authorized to be made for the Carriage of any Passengers, Goods, Animals, or other Matters or Things to be conveyed by the said Company, or for the Use of any Steam Power or Carriage to be supplied by the said Company, shall be at all Times charged equally to all Persons, and after the same Rate *per Mile* or *per Ton per Mile* in respect of all Passengers, and of all Goods, Animals, or Carriages of a like Description, and conveyed or propelled by a like Carriage or Engine, passing on the same Portion of the Line, and no Charge for or Reduction or Advance in any Charge for Conveyance by the said Company, or for the Use of any locomotive Power to be supplied by them, shall be made, either directly or indirectly, in favour of or against any particular Place, or in favour of or against any particular Company or Person travelling upon or using the same Portion of the said Railway. Rates of Carriage to be charged equally.

CXI. And be it further enacted, That it shall be lawful for the said Company from Time to Time and at all Times hereafter to demand, receive, and recover for the Wharfage or warehousing or the Standing-room of all Articles, Matters, and Things loaded, landed, or placed in or upon any of the Wharfs, Landing Places, Stations, or Warehouses of the said Company, the Rates, Tolls, or Duties following; (that is to say,) Rates to be paid to Company for Wharfage, &c.

For every Ton of Coal, Culm, Lime, Limestone, and other Minerals, Timber, Stone, Clay, Bricks, Tiles, Slates, Goods, Merchandize, or other Things, which shall be landed, loaded, or placed in or upon the said Wharfs, Landing Places, Stations, or Warehouses, or any of them, and shall continue thereupon or therein for a longer Space of Time than Three Hours and not exceeding Twenty-four Hours, any Sum not exceeding One Penny *per Ton*, and so in proportion for any less Quantity than a Ton; and in case the said last-mentioned Articles, or any of them, shall be left and remain in and upon any of the Wharfs, Landing Places, Stations, or Warehouses belonging to the said Company over and above or beyond the said Space of Twenty-four Hours, then the Owner or Owners of such Articles shall pay to the said Company the further Sum of Three-pence *per Ton* for the Wharfage or Standing-room, and One Shilling *per Ton* for the warehousing thereof, for the next or succeeding Week, and the like Sum of One Shilling respectively *per Ton* for every further or subsequent Week such Article shall remain upon or in the said Wharfs, Landing Places, Stations, or

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Warehouses after the Expiration of the said first-mentioned Week, and so after that Proportion for any greater or less Period than a Week; and it shall be lawful for the said Company to ask, demand, receive, and take, for the Use of any Cranes erected or made in pursuance of or under the Authority of this Act, before the same shall be used, such Sum or Sums of Money as the said Company may from Time to Time order or direct, not exceeding for any Weight to be raised at One single Lift of the Crane, being less than Two Tons, the Sum of Sixpence *per* Ton; for any Weight to be raised at One single Lift of Two Tons and less than Three Tons, the Sum of One Shilling *per* Ton; for any Weight to be raised at One single Lift of Three Tons and less than Four Tons, the Sum of One Shilling and Sixpence *per* Ton, and so progressively advancing Sixpence *per* Ton on each additional Weight of One Ton to be raised at One single Lift of the Crane, and so in proportion.

Penalty on Owner of Goods not removing same after Notice.

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

Annual Account to be made up, and a Copy transmitted to Clerk of the Peace.

CXIII. And be it further enacted, That the said Company shall and they are hereby required, in each and every Year, to cause an annual Account in abstract to be prepared, showing the total Receipts and Expenditure of all Funds levied under or by virtue of this or the said recited Acts, for the Year ending on the Thirtieth Day of *June*, or some other convenient Day, in each Year, under the several and distinct Heads of Receipt and Expenditure, with a Statement of the Balance of such Account duly audited and certified by the Clerk for the Time being of the said Company, and shall transmit a Copy of the said Account, free of Charge, to the Clerks of the Peace for the several Counties through which the said Railway will pass, on or before the First Day of *January* then next, which Account shall be open to the Inspection of the Public at all seasonable Hours, on Payment of the Sum of One Shilling for every such Inspection: Provided always, that if the said Company shall omit or neglect to prepare and transmit or cause to be prepared and transmitted such Account as aforesaid, they shall forfeit and pay for every such Omission or Neglect the Sum of Twenty Pounds.

Power to create new Shares for the Purposes of this Act.

CXIV. And whereas by the said first-recited Act the said *Manchester* and *Leeds* Railway Company are authorized to raise, by Contribution amongst themselves in Shares, a Capital of One million three hundred thousand Pounds, and to raise by way of Loan, and upon Mortgage of the said Railway and Works, and the Rates or

Tolls

Tolls arising therefrom, the additional Sum of Four hundred and thirty-three thousand Pounds: And whereas, for the Purpose of completing the said Works by the said Two herein-before recited Acts authorized and the Works by this Act authorized, it will be necessary to increase the Capital of the said Company; be it therefore enacted, That it shall be lawful for the said Company, and they are hereby empowered, by any Order or Orders of any Special General Meetings of the said Company to be from Time to Time made, to raise by Contribution amongst themselves, or by the Admission of other Persons or Corporations as Subscribers to the said Undertaking, or in part by each of these Means, such Sum of Money not exceeding in the whole the Sum of Six hundred and fifty thousand Pounds, either in the first instance or at any Time or Times hereafter, for enabling the said Company to execute the Works by the said recited Acts and by this Act authorized, and for that Purpose from Time to Time to create and issue such and so many distinct and integral Shares of such Value and Amount as will allow a proper Proportion thereof to be allotted to the present Proprietors of original Shares in the said Undertaking according to their respective Shares and Interests in the Joint Stock of the said Company; which new Shares, having been duly subscribed for, shall be offered to such of the Proprietors of Shares at the Time of the passing of this Act as shall be willing to accept the same, and to pay the said additional Capital at the Periods and in manner to be fixed at the said Special General Meeting, and who shall have paid such Sum of Money as shall at the Time of accepting the same new Shares be due and payable in respect of such additional Share; and in case the said Proprietors of original Shares, or any of them, shall neglect to accept the new Shares so to be appropriated to them respectively, or to pay the Sum or Sums of Money which shall then be due thereon, or to subscribe for the Payment of the Amount of such Shares in case the same shall not have been previously subscribed for, for the Space of One Calendar Month after Notice in Writing signed by the Clerk of the said Company shall have been given or sent by the Post to their respective last or usual Place of Abode, or in case any such Proprietor or Proprietors shall be incapacitated or under any legal Disability to take such Shares, or in case any such Proprietor shall not hold such a Number of the original Shares of the said Undertaking as will entitle him to One of the new Shares to be created under the Authority of this Act, then and in every such Case it shall be lawful for the Directors of the said Company and they are hereby authorized and empowered to sell, appropriate, or otherwise dispose of all and every such Shares as shall not be accepted, subscribed, and paid for as aforesaid unto such Persons or Corporations as may be willing to become Subscribers for and Proprietors of and to pay for the same, for such Sum or Sums of Money as the said Directors may be able to obtain for the same.

CXV. And whereas it may happen that, after the Creation of so many additional Shares as can be divided in equal Proportion amongst the Proprietors of Shares in the said Undertaking who may accept the same, there may remain a Portion of the Money hereby authorized to be raised which cannot be so divided and appropriated; be

If any Portion remain after such Creation of Shares, Company may create additional Shares.
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it therefore enacted, That in such Case it shall be lawful for the said Company, and they are hereby empowered, by any Order or Orders of such Special General Meeting or Meetings to be held as last aforesaid, or to be called for that Purpose, to raise from Time to Time such Sum or Sums of Money as shall be equal to such remaining Portion, by creating additional new Shares to an adequate Amount, and of such Value or Amount *per* Share as may be requisite, and to sell and dispose of such last-mentioned Shares, for such Prices or Sums of Money *per* Share as the said Company or the Directors thereof may be able to obtain for the same, unto such Persons or Corporations as may be willing to become and shall become Subscribers for and Proprietors of the same.

Such new Shares to be Personal Estate.

CXVI. And be it further enacted, That every new Share to be created in pursuance of the Powers of this Act shall be deemed Personal Estate, and shall be transmissible and transferrable as such; and all Persons and Corporations who shall become entitled thereto, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby declared to be Owners and Proprietors of Stock in the said Undertaking to the Value and Amount of such Shares so by them possessed, as beneficially as the Proprietor of any other Shares in the said Undertaking, but in the Proportion nevertheless which the Value and Amount of such Shares respectively so to be created as aforesaid may have or bear to the Value and Amount of the other Shares respectively by the said several recited Acts authorized to be created; and the Proprietors of the said new Shares shall be entitled to receive Dividends in proportion as the Amount actually paid upon such new Shares shall bear to the Amount actually paid upon the original Shares, and under and subject to all the Powers, Provisions, Directions, Remedies, Penalties, Forfeitures, Clauses, Matters, and Things contained in the said several recited Acts (so far as the same are not altered or varied) and in this Act relating to any other Shares in the said Undertaking, and so far as the same will apply.

Directing how Proprietors of new Shares shall vote.

CXVII. And be it further enacted, That every Person who shall by virtue of this Act have subscribed for and become entitled to Shares in the said Undertaking shall be allowed to vote in respect of such Shares, either in Person or by Proxy, at the several Meetings of the said Company, and shall have One Vote for every One hundred Pounds Capital Stock of the said Company which may be created by virtue of this Act, and which may be held by him in the same Manner, and subject to the same Stipulations, Provisions, Restrictions, and Limitations, as is or are mentioned or contained in the said first-recited Act with respect to the Right of voting by the Proprietors of original Shares in the said Undertaking.

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

CXVIII. And be it further enacted, That when and so soon as One Half of the Amount of Capital by the said first-recited Act and by this Act authorized to be raised by Subscription shall have been actually paid up for the Purposes of the said recited Acts and of this Act, or at any Time after, if it shall be found advisable, it shall be lawful for the said Company from Time to Time, by an Order of any
General

General or Special General Meeting of the said Company, in addition to the Money by the said first-recited Act authorized to be borrowed, to borrow and take up at Interest on the Credit of the said Undertaking any further Sum of Money not exceeding in Amount the Sum of Two hundred and sixteen thousand Pounds, either in anticipation of, or in addition to the Capital hereby authorized to be raised in Shares as aforesaid; but until One Half of the Amount of Capital by the said first-recited Act and by this Act authorized to be raised by Subscription shall have been so paid up as aforesaid, it shall not be lawful for the said Company, by virtue of this Act, to raise any Sum of Money by Loan or Mortgage in anticipation of such Capital; and the said Company, after such Order, and after One Half of the Amount of the said Capital shall have been paid up as aforesaid, 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, as a Security for any such additional Money to be borrowed as aforesaid, with Interest, to or for the Benefit of the Party who shall advance the same, or to his Trustees, with Power for the said Company from Time to Time to pay off the Money so borrowed, or any Part thereof, and to create Shares for that Purpose, and again to borrow Money from Time to Time to the Extent hereby authorized; and a Certificate under the Hand of some Justice of the Peace acting for the said County of *Lancaster*, or for the West Riding of the County of *York*, that One Half of the Amount of the Capital by the said first-recited Act or by this Act, or either of them, authorized to be raised by Subscription, has been paid up, which Certificate such Justice is hereby authorized and required to grant on such Proof of the Fact as he may require, shall be sufficient Evidence of the same having been so paid up, and of the making the Order for raising such Sum as aforesaid: Provided always, that such Securities, and the Dividends and Interest to arise thereupon, shall not be transferrable, unless by Instrument duly stamped, in which the Consideration for such Transfer shall be stated, nor shall any Interest be paid upon the said Securities unless to the *bonâ fide* Holders thereof, or the Parties to whom the same may have been lawfully assigned under an Instrument duly stamped, or to the Agents of such Holders or Parties duly authorized to receive the same.

CXIX. And be it further enacted and declared, so as to operate retrospectively as well as prospectively, That any Clerk, Clergyman, or Ecclesiastical Person whatever shall be legally competent to and can or may purchase, hold or enjoy, and dispose of any Share or Shares already or hereafter to be created in the said Company, or the Capital or Stock and Profits thereof, in like Manner and subject to the same Conditions as any other Person is by this or the said recited Acts authorized, and without being liable to any Penalty or Forfeiture or other Consequence by reason thereof; and the said Company may sue and be sued, and enjoy the same Privileges and Immunities as they are or would be entitled to if no such Clerk, Clergyman, or Ecclesiastical Person was or had been a Shareholder, any Law, Statute, Usage, or Custom to the contrary thereof notwithstanding: Provided always, that no such Clerk, Clergyman, or

Authorizing
Ecclesiastical
Persons to
hold Shares.

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Ecclesiastical Person shall be capable of acting as a Director, or otherwise in the Management of the Affairs of the said Company.

Special Jury
to be sum-
moned if
required.

CXX. And be it further enacted, That in all Cases of Controversy between the said Company and any Corporation or Person where, by the said first-recited Act or this Act, a Jury is authorized or directed to be summoned, and the Party with whom such Controversy shall arise shall have given to the said Company, or the said Company shall have given to such Party, the Twenty-one Days Notice in Writing required by the said first-recited Act to be given previously to the issuing of a Warrant for the summoning of such Jury, it shall be lawful for the Person or Persons with whom such Controversy shall arise to give to the said Company, or for the said Company to give to such Person or Persons, at any Time before the Expiration of the said Twenty-one Days, a Notice in Writing of his or their Desire that the Matter in question shall be tried by a Special Jury; and that upon such Notice being given or received, as the Case may be, the said Company shall and they are hereby required to issue their Warrant, in manner and form by the said first-recited Act directed to the Sheriff of the County in which the Lands in question shall be situate or the Matter in dispute shall arise, or to such other Person as is by the said first-recited Act enabled and directed to act in the Premises, commanding such Sheriff or other Person to nominate a Special Jury between the Parties for Trial of the Matter in question; and that the said Sheriff, or his Under Sheriff, or such other Person as aforesaid, shall, within Two Days from the Receipt by him of the said Warrant, summon both the Parties to appear, by themselves or by their Attornies, before the said Sheriff, Under Sheriff, or other Person at such convenient Place and Time, not being less than Five Days from the Service of such Summons, as such Sheriff, Under Sheriff, or other Person shall appoint, for the Purpose of nominating a Special Jury between the said Parties; and such Sheriff, Under Sheriff, or other Person shall and he is hereby required to produce, or cause to be produced, at the Place and Time so appointed, the Jurors Book and the Special Jurors List, and the Numbers written on Parchment or Card, as specified and directed in and by the Statute made and passed in the Sixth Year of the Reign of His Majesty King George the Fourth, intituled *An Act for consolidating and amending the Laws relative to Jurors and Juries*; and at the Place and Time so appointed the said Sheriff, Under Sheriff, or other Person shall proceed to nominate or strike a Special Jury in the Manner specified and authorized by the last-mentioned Act to be performed by the proper Officers of Her Majesty's Courts at *Westminster*; and the said Sheriff, Under Sheriff, or other Person shall, at some then future reasonable Time and Place to be appointed by him in that Behalf, proceed to reduce the said Special Jury in the Manner used and accustomed to be performed by the proper Officers of the Superior Courts aforesaid, of which last-mentioned Time and Place not less than Five Days Notice in Writing shall be given by the Party requiring such Special Jury to be summoned to the said other Party; and the Special Jurymen to be summoned, impanelled, and returned by the said Sheriff, Under Sheriff, or other Person shall be subject to all such and the same Fines and Penalties for Nonattendance,

ance, and to all such and the same Provisions, as Jurymen are by the said first-recited Railway Act rendered subject to: Provided always, that nothing herein contained shall be construed to prevent the same Special Jury from trying any Number of Inquiries, so as the Parties to such Inquiries respectively, or their Attornies, shall have signified their Assent in Writing to the Nomination of such Special Jury for the Trial of their respective Inquiries; nor shall any Special Jurymen, without his Consent, be summoned more than once in the same Year for the Trial of any Inquiries under the said first-recited Act or this Act: Provided always, that if a sufficient Number of Special Jurymen shall not attend at the Time and Place of holding the Inquiry the Sheriff, Under Sheriff, Coroner, or other Person presiding thereat shall, on the Request of either of the Parties to such Inquiry, add to the List of such Special Jury the Names of any By-standers qualified to act as Jurymen for the County in which the Inquiry is held; and all Persons shall have their lawful Challenges against the Jurymen so added; and the said Sheriff, Under Sheriff, Coroner, or other Person shall and may proceed in the said Inquiry with the Jurors so added in like Manner as he might have done if all the Persons summoned to attend as Jurymen on such Inquiry had attended thereat.

CXXI. Provided always, and be it further enacted, That the Consideration Money agreed to be paid for any Lands to be purchased from or conveyed by any Corporation or Person for the Purposes of this Act, and who shall be under any Disability or Incapacity as in the said first-recited Act mentioned, or not having Power to sell except under the Provisions of such Act, shall in no Case be less than such Sum as the same shall be estimated at by the Verdict of a Jury, or by Two able practical Surveyors, one of whom shall be nominated by the said Company, and the other by the Person or Corporation contracting or agreeing to sell the same, and if such Two Surveyors shall not agree in the Valuation thereof, then by such Third Surveyor as any Two Justices acting for the County in which the Lands, or any Part thereof, shall be situate, shall for that Purpose nominate; and each of the said Two Surveyors, if they shall agree in and make their Valuation, or if not then the Surveyor so to be nominated by the Justices as aforesaid, shall annex to their or his Survey, Estimate, or Valuation, when completed, a Declaration of the Correctness thereof.

Lands bought of any Corporation or Person under any Disability to be first valued by Two Surveyors or their Umpire.

CXXII. And be it further enacted, That in all Cases where the Verdict of a Jury summoned as by the said first-recited Act directed shall be given, the reasonable Fees which may have been paid to One Counsel for attending the Inquiry before such Jury on behalf of the Party, or of all the Parties, shall be allowed, and the Amount of such Fees shall be settled and determined by the Sheriff, Under Sheriff, Coroner, or other Person presiding at the taking of such Inquiry in like Manner as the Costs of summoning such Jury and other Expences payable by such Party or Parties, but upon the same Scale of Allowance as may for the Time being be adopted or allowed by the Taxing Officers of Her Majesty's Courts at *Westminster*.

Expences of Counsel to be allowed on Taxation of Costs.

CXXIII. And

Sheriff may
be authorized
to deliver
Possession of
Lands.

CXXIII. And be it further enacted, That in all Cases where by the said recited Acts or either of them, or by this Act, the said Company are authorized or empowered to enter upon and take possession of any Lands required for the Purposes of the said Undertaking, and the Owner or Occupier of the said Lands, or any other Person, shall refuse to give up Possession thereof, or shall hinder or prevent the said Company from entering upon or taking possession of the same, it shall be lawful for the said Company to issue their Precept under their Common Seal, or under the Hands and Seals of Three of the Directors, to the Sheriff of the County or City in which such Lands shall be situate, to deliver Possession of the said Lands to such Person as shall in such Precept be nominated to receive the same; and the said Sheriff is hereby required to deliver Possession of the said Lands accordingly, and to levy and satisfy such Costs as shall accrue upon or by reason of the issuing and Execution of such Precept, upon the Person so refusing to give Possession, or hindering or preventing the said Company from entering upon or taking possession of the same, by Distress and Sale of his Goods and Chattels.

Proceedings
not to be
quashed for
Want of
Form.

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

For prevent-
ing Frauds
on the Car-
riers on the
Railway, &c.

CXXV. And be it further enacted, That if any Person who shall have (personally or by some other Party) at any Time taken a Place or Seat, or paid the Fare, or been booked for the Purpose of being carried from one Place to another Place in, upon, or by any of the Coaches or Carriages of the said Company, or of any other Company or Person using the said *Manchester* and *Leeds* Railway, or any Extension thereof or any Branches therefrom, shall knowingly and wilfully refuse or neglect to quit such Coach or Carriage on arriving at the Point to which he shall have paid his Fare, or been booked, or taken his Place or Seat, or shall knowingly and wilfully ride or proceed, or attempt to ride or proceed, in the same or in any other Coach or Carriage, to a Place more distant than that to which he shall have so taken a Place or Seat, or paid the Fare, or been booked, without previously paying to the said Company, or other Company or Person as aforesaid, the additional Fare or Price of Carriage to such more distant Place, or if any Person shall at any Time knowingly and wilfully ride or be in any of the said Company's Coaches or Carriages, or in any Coaches or Carriages belonging to any other Company or Person using the said Railway, or any Extension thereof or Branch therefrom, without having previously paid to the said Company, or other Company or Person aforesaid, his Fare or the Charge for his Carriage, every such Person shall forfeit and pay any Sum not exceeding Forty Shillings, with Costs, to be recovered and applied in the same Way as any other Penalty or Forfeiture under the said first-recited Act, unless the Person so offending shall forthwith pay the Amount of the Fare legally due from him, or otherwise deposit a Security to the full Amount of the said Fare; and in default thereof
it

it shall be lawful for all Officers and Servants and other Persons on behalf of the said *Manchester* and *Leeds* Railway Company, or other Company or Person as aforesaid, and for all Constables, Gaolers, and Peace Officers, to apprehend and detain every such Person until he can be conveniently taken before some Justice of the Peace, or until he be otherwise discharged by due Course of Law.

CXXVI. And whereas it was by the said recited Act of the Sixth and Seventh Year of the Reign of King *William* the Fourth enacted, that if any Person should throw or place, or wilfully scatter or drop, any Gravel, Stone, Rubbish, or other Matter or Thing upon any Part of the Railway thereby authorized to be made, or should extinguish any Light or Lamp set up on or near the said Railway or other Works, (unless by Authority of the said Company,) or should wilfully obstruct or prevent any Person in the lawful Execution of that Act, or should do any Act, Matter, or Thing to obstruct the free Passage of the said Railway, or any Part thereof, he, and every Person actually and constructively aiding or assisting therein, should forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds for every such Offence: And whereas it is expedient that further and more effectual Provision should be made for preventing Accidents upon the said Railway and Branch Railways; be it therefore enacted, That the said Provision shall be and the same is hereby repealed.

Repealing
Clause of
Penalty on
damaging
Works, or
obstructing
Passage on
Railway.

CXXVII. And be it further enacted, That if any Person shall throw or place, or wilfully scatter or drop, any Gravel, Stone, Rubbish, or other Matter or Thing upon any Part of the Railway authorized by the said recited Acts or either of them or this Act to be made, or shall extinguish any Light or Lamp set up by the said Company on or near the said Railway or other Works for the Purpose of lighting the same, unless by Authority of the said Company, or shall do any Act, Matter, or Thing to obstruct the free Passage of the said Railway, or any Part thereof, he shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Penalty on
obstructing
Passage on
Railway.

CXXVIII. And be it further enacted, That if any Engine Man or other Person having the Care or Charge of any Engine upon the said Railway or any Part thereof, or any Extension thereof or Branch therefrom, or if any other Person in the Service of the said Company, or of any other Company or Person using the said *Manchester* and *Leeds* Railway, or any Extension thereof or Branch therefrom, shall be upon the same or any of them, or any of the Works of the said Railway or Branches, in a State of Drunkenness or Inebriety, every such Offender shall for every such Offence forfeit and pay a Sum not exceeding Ten Pounds, to be recovered and applied in like Manner as Penalties imposed by any of the said recited Acts are directed to be recovered and applied.

Punishment
of Persons in
the Service
of the Com-
pany for Mis-
conduct.

CXXIX. And whereas by the said first-recited Act the said Company are empowered to make Bye Laws, and to impose Penalties for the Nonobservance thereof, and it is expedient that such Power should be altered and amended; be it therefore enacted, That no Bye Law

Bye Laws to
be approved
of by Judges
or by Magis-
trates in

[*Local.*]

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already

Quarter Sessions.

already made by the said Company shall continue in force for a longer Space of Time than Six Calendar Months next after the passing of this Act, unless the same shall, previously to the Expiration of that Period, have been submitted to and approved by One of the Judges of Her Majesty's Courts of Record at *Westminster*, or by the Justices of the Peace for the County Palatine of *Lancaster* or the West Riding of the County of *York*, or either of them, in Quarter Sessions assembled, and that no Bye Law which shall be made by the said Company after the passing of this Act shall have any Operation or Effect until the same shall have been in like Manner approved by such Judge or Justices as aforesaid; and every such Bye Law, when approved as aforesaid, and published in manner directed by the said recited Act, shall be binding and conclusive upon all Persons or Parties whomsoever; and any Justice of the Peace before whom any Person offending against any such Bye Law, or against any Law or Enactment in this or the said recited Acts, or either of them, may be brought or summoned, shall have the Power of convicting for the Whole or for any Part of the Penalty imposed by such Bye Law as the said Justice may in his Discretion think proper, any thing in the said first-recited Act or in such Bye Laws to the contrary thereof notwithstanding.

Repeal of Clause for Limitation of Actions.

CXXX. And whereas by an Act of the Sixth and Seventh Year of the Reign of His late Majesty King *William* the Fourth it was 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 the said Act, or in the Execution of the Powers or Authorities or any of the Orders made, given, or directed in, by, or under the said Act, unless Twenty Days previous Notice in Writing should 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 should be brought or commenced within Six Calendar Months next after the Act committed, or in case there should be a Continuation of Damage then within Six Calendar Months next after the doing or committing whereof should have ceased, nor unless such Action, Suit, or Information should be laid and brought in the County or Riding where the Matter in dispute or Cause of Action should arise; and the Defendant in such Action, Suit, Information, or other Proceeding should have pleaded the General Issue, and have given that 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 the said Act; and if they should appear to be so done or to be so omitted to be done, or if it should appear that such Action, Suit, Information, or other Proceeding should be brought otherwise than as therein-before directed, then and in every such Case the Jury should find for the Defendant; upon which Verdict, or if the Plaintiff should become nonsuited, or should suffer a Discontinuance of his Action, Suit, Information, or other Proceeding after the Defendant should appear thereto, or if a Verdict should pass against the Plaintiff therein, or if upon Demurrer or otherwise Judgment should be given against the Plaintiff, the

Defen-

Defendant should have his Costs, and should have such Remedy for recovering the same as Defendants have for recovering Costs of Suit by Law in other Cases: And whereas it is expedient that the said Provision should be repealed; be it therefore enacted, That the said recited Provision shall be and the same is hereby repealed: Provided always, that nothing in this Act contained shall prejudice or affect any Action, Suit, Information, or other Proceeding now existing or depending between the said *Manchester* and *Leeds* Railway Company and any other Person or Persons whomsoever.

CXXXI. And be it further enacted, That all Costs, Charges, and Expences of obtaining and passing this Act, and of making the Surveys, Plans, and Estimates, and all other Costs, Charges, and Expences in any way incident thereto, shall be paid and defrayed by the said Company out of the Monies already raised and received or out of the first Monies that shall come to their Hands by virtue of the said first-recited Act or of this Act, in preference to any other Payment whatsoever. Expences of the Act.

CXXXII. And be it further enacted, That nothing herein contained shall be deemed or construed to exempt the Railway by this or the said recited Acts authorized to be made from the Provisions of any General Act relating to Railways which may pass during the present or any future Session of Parliament. The Railway not to be exempted from any General Act.

CXXXIII. 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 by all Judges, Justices, and others. Public Act.

The SCHEDULE referred to in the foregoing Act.

PART FIRST;

Relating to the Extension of the Manchester and Leeds Railway.

N° on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
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IN THE COUNTY PALATINE OF LANCASTER.

In the Township of Cheetham in the Parish of Manchester.

1	Lord Ducie - -	George Heywood	- -	- {	Building Land and River Irwell.
1a	The Surveyors of the Highways of the Township of Cheetham - -	- -	- -	- -	Moreton Street.
3	Lord Ducie - -	Elizabeth Ashton and Esther Ashton - -	Walter Haines	- {	Dwelling House and Outbuildings, Yard and Land.
			Unoccupied -	- -	Ditto Ditto.
			James Hellewell -	- -	Ditto Ditto.
			James Woodsimister -	- -	Ditto Ditto.
			Thomas Jackson -	- {	Ditto and Shop, Yard, and Outbuildings, and Land.
			Thomas Weaver -	- {	Cottage, Yard, Outbuildings, and Land.
			Mary Jenkinson -	- -	Ditto Ditto.
3a	The Surveyors of the Highways of the Township of Cheetham - -	- -	- -	- {	Boundary Street and Sion Hill.
3b	Ditto - -	- -	- -	- {	Street called Great Ducie Street.
4	John Harrison - -	- -	Robert Walmsley	- {	Building Land. Garden.

In the Township of Manchester in the Parish of Manchester.

101	- - -	- - -	- - -	- - -	River Irwell.
102	Lord Ducie - -	George Heywood	- -	- -	Building Land and River.
103a	The Commissioners of Police and the Surveyors of the Highways of the Township of Manchester - -	- -	- -	- {	Boundary Street and Sion Hill.

N° on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.	
103	Lord Ducie - -	James Watmough	Unoccupied - -	Two Dwelling Houses, Outbuildings, Yards, and a Piece of Land behind.	
			George Okell - -		Dwelling House, Outbuildings, Yard, and Land.
			Margaret Fletcher - -		Ditto Ditto.
104	Ditto - -	Ditto - -	James Watmough - -	House and Shop, Yard, Workshops, Sawpit, Outbuildings, and Land.	
105	Ditto - -	Edward Edwards	Unoccupied - -	Cottage, Outbuildings, Yard, and Land.	
			James Cooper - -	Ditto Ditto.	
			James Tomkies - -	Ditto Ditto.	
			Robert Helm - -	Dwelling House and Shop, Outbuildings, Yard, and Land.	
			John Shipley - -	Ditto Ditto.	
106	Ditto - -	The Executors of John Wells, namely, Uriah Ralph Cooke and Edmund Peel Thompson and James Burton - -	James Burton - -	House, Shop, Outbuildings, Yards, and Land.	
107	Ditto - -	The Executors of John Wells and John Gilchrist - -	John Gilchrist - -	Dwelling House, Shop, Outbuildings, Yard, and Land.	
108	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester - -	- -	Unoccupied - -	Two Dwelling Houses and Two Shops, Outbuildings, Yards, and Land.	
			- -	Great Ducie Street.	
109	John Harrison - -	- -	Robert Walmesley - -	Dwelling House, Outbuildings, Yard, Garden, and Land.	
			Joseph Gill - -	Ditto Ditto.	
			Sarah Carver - -	Ditto Ditto.	
			Thomas Southern - -	Ditto Ditto.	
			Samuel Davenport - -	Ditto Ditto.	
			Unoccupied - -	Ditto Ditto.	
			Roger Barnes - -	Cottage, Yard, Land, and Outbuildings.	
John Scaife - -	Ditto Ditto.				
Samuel Newton - -	Ditto Ditto.				
James Crossley - -	Ditto Ditto.				
Mary Booth - -	Ditto Ditto.				
Sarah Radcliff - -	Chamber.				
110	Reverend Thomas Clowes, Reverend John Clowes, Samuel Peploe, Esquire, Edward Loyd, Esquire, and William Fox, Esquire, Trustees of the late Dorothy Clowes - -	The Right Reverend John Briggs, Reverend John Hall, Reverend Randolph Frith, Reverend James Peacock, and Reverend Robert Croskell - -	- -	Land and dilapidated Building, unoccupied.	
			Ditto - -	James Ainsworth - -	Cottage and Land.

N ^o on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
111	Lord Ducie -	The Executors of John Wells, viz. Uriah Ralph Cooke and Edmund Peel Thompson -	- - -	Land.
111a	Ditto -		Ditto and Thomas Wainwright -	Land.
112	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester -	- - -	- - -	Moreton Street.
113	Lord Ducie -	- - -	- - -	Land and River.
114	Reverend Thomas Clowes, Reverend John Clowes, Samuel Peploe, Esquire, Edward Loyd, Esquire, and William Fox, Esquire, Trustees of Dorothy Clowes -	Reverend John Briggs, Reverend John Hall, Reverend Randolph Frith, Reverend James Peacock, Reverend Robert Croskell, Mary Bealey, and Samuel Brooks	- - -	Street or intended Street.
115	Ditto -	Mary Bealey	Mary Bealey, Adam Bealey, and John Bealey - John Hartley -	Warehouse, Stable, Offices, Yards, Outbuildings, and Land. Cottage, Yard, Land, and Outbuildings.
116	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester -	- - -	- - -	Street.
117	Trustees of the late Dorothy Clowes, videlicet, Reverend Thomas Clowes, Reverend John Clowes, Samuel Peploe, Esquire, Edward Loyd, Esquire, and William Fox, Esquire -	Christopher Wright Moore and Thomas Buckley -	Thomas Buckley -	Public House, Brewhouse, Stable, Outbuildings, Yards, and Land.
118	Humphrey Harper -	- - -	Michael Noton - William Whitworth - John Royle - Robert Overend - Alice Cheetham - Charles Andrew -	Dwelling House, Outbuildings, Yard, and Land. Ditto Ditto. Ditto Ditto. Ditto Ditto. Ditto Ditto.
119	Robert Gill -	John Lancashire	John Lancashire -	Public House, Outbuildings, Yards and Land.
120	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester -	- - -	- - -	Street or Road called Hunt's Bank.
122	The Governors of Chetham's Hospital	- - -	- - -	River Irk and Land outside the Boundary Wall.

N° on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
123	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester	-	-	Street or Road called Walker's Croft and Waterloo Place.
124	The Boroughreeve and Constables of Manchester for the Time being as Trustees of the Boroughreeve's Charity	James Marray	Charles Arundel - Cottage David Morris - Ditto Jonathan Burgess - Ditto and Shop Thomas Richardson - Cottage Edward Schofield - Ditto Elizabeth Worthington - Ditto Eli Leach - Ditto Alice Hartley - Ditto Peter Jackson - Ditto Hannah Jackson - Ditto Thomas Yates - Ditto John Davies - Ditto John Heap - Ditto Stephen Pollit - Cellar Unoccupied - Cottage Stephen Pollitt - Cellar James Eccleston - Cottage Edwin Davies - Ditto Abraham Ludlam - Ditto Michael Lee - Ditto John Lord - Ditto Thomas Brown - Ditto Ainsworth Slater - Ditto Isaac Jackson - Ditto Abraham Heap - Ditto James Featherstone - Ditto John Buckley - Ditto John Newport - Ditto	Outbuildings, Yards, Passages, and a Court called Waterloo Yard, and Land.
125	Trustees of the late Dorothy Clowes, viz. Reverend Thomas Clowes, Reverend John Clowes, Samuel Peploe, Esquire, Edward Loyd, Esquire, and William Fox, Esquire	Thomas Cooper and Daniel Cooper	Themselves	Smith's Shop, Store Rooms, Outbuildings, Yards, and Land.
126	Ditto	William Brooks	Himself - Coach-houses, Lofts, Stables, Yards, and Land. Thomas Sparrow - Cottage, Outbuildings, Yard, and Land. Ellen Whitaker - Ditto Ditto. Thomas Carling - Ditto Ditto. Himself - Cart Shed, Road, and Land. Unoccupied - Four Cottages George Clayton - Cottage John Bury - Ditto Thomas Hill - Ditto Rebecca Langshaw - Ditto Thomas Edwards - Ditto Thomas Woodhead - Ditto John Hargreaves - Ditto Edward Allen - Cottage and Shop	Yard, Land, and Outbuildings.
127	Ditto	George Croxton	John Howarth Starkey	Timber Yard, Workshops, and Land.

N° on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
128	Trustees of the late Dorothy Clowes, viz. Reverend Thomas Clowes, Reverend John Clowes, Samuel Peploe, Esquire, Edward Loyd, Esquire, and William Fox, Esquire -	Samuel Brooks	Samuel Brooks - Unoccupied - Thomas Brotherton - John Rucett - William Smith - John Mander -	Dwelling House, Offices, Yards, Court, and Land.
129	The Churchwardens of the Parish of Manchester for the Time being, namely, George Clarke, James William Fraser, and John Holt -	-	-	The Manchester Workhouse, with the several Yards, Outbuildings, Gardens, and Land thereto belonging.
130	Ditto -	-	Gervase Gillett - George Heap -	Burial Ground and Chapel, Apparitor's, House, Yard, and Outbuildings. Lodge and Outbuildings.
131	Lord Ducie -	George Surr	George Surr -	Dwelling House and Offices, Dye Works, Garden, Yards, Land, and Road.
132	John Walker -	-	James Faulkner - William Lambert and the said John Walker -	White Swan Public House, Brewhouse, Outbuildings, Passage, Yard, and Land. Wool Warehouse and Land.
133	Ditto and Richard Collins -	-	Richard Collins and Thomas Collins -	Stable and Land. Boiler House and Drying-kiln, Phoenix Corn Mill, Outbuildings, Yard, Road, Land, and the River Irk co-extensive with the said Mill.
134	John Walker, Richard Collins, and the Feoffees of the Manchester Free Grammar School and the Manchester Police Commissioners -	-	-	Road or Way called Mill Brow.
135	The Feoffees of the Manchester Free Grammar School -	-	William Spence - Elkanah Holroyde - George Holehouse -	Dwelling House, Kitchen, Outbuildings, Passage, Yard, and Land. Dwelling House, Outbuildings, Passage, Yard, and Land. Stable, Cowhouse, and Pig-cotes.
136	Ditto -	-	Themselves - Evan Miller -	Malt and Flour-Mill called School Mills, Offices, Sheds, Outbuildings, Yard, Road, Land, and the River Irk co-extensive with the said Mill. Office.
137	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester -	-	-	Street called York Street.

N° on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
137a	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester and the Trustees of the Turnpike Road leading from Manchester to Bury; Charles Carrington, Surveyor of Bridges for the Hundred of Salford, and Lord Ducie, or some of them	-	-	Bridge called Ducie Bridge.
138	Lord Ducie	George Surr	George Surr	Drying Stoves, Stable, Store Room, Yards, Road, Bleaching Ground, and Land.
139	Ditto	-	-	Land.
140	Lord Ducie, Elizabeth Hulme as Guardian of Otho Hulme, John Hulme, Elizabeth Hulme, Hamlet Hulme, and Thomas Hulme, Infants; the Feoffees of the Manchester Free Grammar School, and William Caistor	-	-	River Irk.
141	Feoffees of the Manchester Free Grammar School and the said Elizabeth Hulme as aforesaid	William Caistor and James Thompson	Themselves	Weir and River.
142	William Caistor	-	William Caistor and James Thompson	Mill-yard, Land, Outbuildings, and River.
143	Feoffees of the Manchester Free Grammar School	William Caistor and James Thompson	Themselves	Mill-yard, Land, and River.
144	Ditto	Ditto	Ditto	Dwelling House and Offices, Outbuildings, Yard, and Land.
145	Ditto	Ditto	Ditto	Drying Kilns, Stable, Land, and Road.
147	James Senior Kenyon, Joseph Kay, and Marshall Williams, and Doctor Durnall	-	James Senior Kenyon	Dwelling House, Outbuildings, Yard, Land, and River.
148	Ditto	-	Thomas Dodd Thomas Whittingham Robert Simpson William Hill James Moore Mary Sheldon Thomas Barlow John Forrest Huntington	Cottage and Land Cottage and Land. Cottage and Land. Chambers. Cottage and Land. Chambers. Cottage and Land. Cottage and Land.
149	John Hadfield	-	-	Cottage and Land.
150	John Hadfield	-	Thomas Walker	Drying Ground, Land, and Outbuildings.

[Local.]

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N ^o on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
151	Elizabeth Hulme as Guardian of Otho Hulme, John Hulme, Elizabeth Hulme, Hamlet Hulme, and Thomas Hulme, Infants	- - -	Thomas Walker	Leather Manufactory, Engine House, Boiler House, Yards, Land, Roads, Passages, Outbuildings, and River.
154	John Hadfield, Joseph Scholes, Thomas Baldwin, and Elizabeth Hulme as Guardian as aforesaid	- - -	- - -	Passage.
155	Thomas Baldwin	- - -	John Collier junior James Barker	Cottage, Land, and Passage. Cottage and Shop, Land and Passage.
156	Jonathan Thompson	- - -	Unoccupied Isaac Owen	Cottage, Land, and Passage. Ditto Ditto.
159	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester	- - -	- - -	Mill Street.
160	Elizabeth Hulme as Guardian of Otho Hulme, John Hulme, Elizabeth Hulme, Hamlet Hulme, and Thomas Hulme, Infants	- - -	William Taylor Hannah Catherine Williams Thomas Dudlow and his Under-tenant John Lawrence	House, Bakehouse, Shop, Outbuildings, and Yard. House, Outbuildings, and Yard. Ditto and Shop and Land.
161	Ditto	- - -	John Robinson Matthew Higginson William Pennington John Higginbotham Edward Birch and Elizabeth Saville Elizabeth Saville John Whitehead Elizabeth Saville Thomas Wolstenholme Henry Rowbotham Catherine Street John Rowland Anne Renny John Marsh	Dwelling House, Outbuildings, Yard, and Land. Cottage and Land. Ditto. Ditto. Ditto. Ditto. Cottage and Land. Cellar. Cottage and Land. Cellar. Cottage and Land. Cellar. Cottage and Land.
162	Ditto	- - -	Joseph Cheetham John Robinson	Public House, Brewhouse, Spirit Vaults, Land, Yard, Outbuildings, and Cooler Shed. School-room over Public House.
163	Ditto	- - -	Joseph Cheetham and William Wood his Under-tenant	Chamber and Stable under, and Land.
164	Ditto	- - -	Joseph Ward	Dwelling House, Bakehouse, Outbuildings, Yard, and Land.

N° on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
170	Elizabeth Hulme as Guardian of Otho Hulme, John Hulme, Elizabeth Hulme, Hamlet Hulme, and Thomas Hulme, Infants	-	Henry Rothwell - Jeremiah Roberts - Thomas Humphreys - William Cooper - John Townsend - Thomas Hayes - Beatrice Leach - Thomas Cunningham - Samuel Williams - George Kay - John Brown - Samuel Irlam - James Pollit - Francis Hill - John Mellon - William Sanders - John Mellor - Richard Whitehead - Matthew Mitchell - Unoccupied - Thomas Jackson - Unoccupied - Thomas Marsden and his Under-tenant Robert Wright -	Cellar - Cottage - Ditto - Cellar - House, Shop and Bakehouse - Cellar - Cottage and Shop - Cottage - Ditto - Cottage and Shop - Ditto - Cottage - Cellar - Chamber - Cellar - Cottage - Cellar - Cottage - Ditto - Ditto - Ditto - Ditto - Ditto - Ditto - Ditto -
171	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester	-	-	Street called Mill Brow.
172	Ditto	-	-	Street called Long Mill Gate.
173	Charles Carrington as Surveyor of Bridges for the Hundred of Salford	-	-	Bridge called Scotland Bridge.
174	Trustee of John Lees, videlicet, James Briggs	-	Thomas Forster - John Healey - Ditto - John Marshall - Thomas Forster - Unoccupied - Unoccupied - Sarah Mather - John Kershaw - Elijah Ratcliffe - Mary Mayall - John Johnson - Ann Howard - Mary Wright - Unoccupied -	Cottage, Shop, Outbuildings, and Land - Ground Floor and First Floor - Garrett - Chamber - Cottage and Shop - Cottage - Ditto and Shop - Cottage - Ditto - Ditto - Ditto - Ditto - Ditto - Chambers -
175	Mary Hodgson	-	William Bowker	Dwelling House, Outbuildings, Yard, and Land.
176	Ditto	Henry Lord, Thomas Woodcock Winstanley, and John Joseph Kelly	John Joseph Kelly	Catgut Manufactory, Outbuildings, Stable, Road, Yard, and Land.

Land; Court called No. 1. Court.

Land, Yards, Outbuildings, and a Court called Lees Court.

N° on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.			
185	The Earl of Derby	Joseph Ogden and Alice Barlow	Patience Cooper -	Cottage			
			Matthew M'Cann -	Ditto			
			Patrick Mitchell -	Ditto			
			Unoccupied -	Ditto			
			Unoccupied -	Ditto			
			Unoccupied -	Ditto			
			Hugh Gaffeny -	Ditto			
			Joshua Jennings -	Ditto			
			Edward Dennis -	Ditto			
			George Armstrong -	Ditto			
			John Mahoney -	Ditto			
			Patrick Sexton -	Ditto			
			Mary Dillon -	Ditto			
			Unoccupied -	Ditto			
			Joseph Horsefield -	Cellar			
186	The Earl of Derby	Joseph Ogden	Unoccupied -	Cottage			
			Thomas Henry -	Cottage			
			John Woollam -	Cellar			
			Thomes Foley -	Cottage			
			Henry Parr -	Cellar			
			Unoccupied -	Cottage			
			Mary Jackson -	Cellar			
			Joseph Ogden and George Yates	Rope-walk, Dressing-shop, Sheds, Warehouse, River, and Land.			
			187	Ditto	Robert Walmsley and Edward Whitworth, Executors of the late George Steel	William Holmes	Timber Yard, Workshops, Sawpit, Outbuildings, Road, River, and Land.
						James M'Mahon	House and Shop, Outbuildings, Yard, and Land.
188	Ditto	Ditto and Henry Barnes	Joseph Wardle Ver-nam	Chamber.			
			Henry Barnes	House, Three Shops, Yards, Garden, Outbuildings, River, and Land.			
			Benjamin Horobin	Chamber.			
			Josiah Leach	Cottage, Passage, Outbuildings, and Land.			
			James Leigh	Ditto Ditto.			
			William Walker	Ditto Ditto.			
			Isaac Hall Reynolds	Ditto Ditto.			
			189	Ditto	Robert Walmsley and Edward Whitworth, Executors of George Steel deceased	Ellen Pennington	House, Shop, Outbuildings, Yard, and Land.
190	Ditto	Ditto and Sarah M'Kinnell				Peter Stone	Shop, House, Outbuildings, Yard, and Land.
			191	Ditto	Robert Walmsley and Edward Whitworth, Executors of George Steel, Sarah M'Kinnell and Martha Gray	John Hutchinson	Cottage, Land, and Passage.
John Rogerson	Ditto Ditto.						
George Littlewood	Ditto.						
Mary Leach	Ditto.						
Robert Barnes	Ditto and Shop, Yard, Land, and Outbuildings.						
Peter Stone	Cellar.						

N° on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
192	The Earl of Derby	Robert Walmsley and Edward Whitworth, Executors of George Steel, Sarah M'Kinnell, Martha Gray, Henry Barnes, and Elizabeth Barlow	- - -	Derby Court.
93	Ditto	The Executors of the late George Steel, videlicet, Robert Walmsley and Edward Whitworth, and Elizabeth Barlow	Mary Campbell Samuel Hattlebrow John Edwards Benjamin Rose James Leach	House, Outbuildings, Passage, Yard, and Land. Cellar Cottage Cottage Ditto } Passage and Outbuildings and Land.
194	Ditto	The Executors of the late George Steel, videlicet, Robert Walmsley and Edward Whitworth, and Henry Barnes	Robert Higenbottom Peter Martin Francis Goodall Unoccupied Francis Goodall	Shop and House, Outbuildings, Yard, and Land. House and Shop, Outbuildings, Yard, and Land. Cellar, Shop, and Land. House, Outbuildings, Yard, and Land. Cellar, Shop, and Land.
195	Ditto	George Steel's Executors and John Grime	John Grime	Shop, House, Outbuildings, Yard, and Land.
196	Ditto	Executors of the late George Steel and William Holmes	William Holmes	House, Outbuildings, Yard, and Land.
197	Ditto	Executors of the late George Steel, and Peter Penk and Ann. his Wife	Peter Penk David Johnson William Maybury William Holmes John Maybury William Green Joseph Ogden and George Yates	House, Outbuildings, Yard, and Land. Cellar. Passage. Workshop over Passage.
199	Ditto	Executors of the late George Steel, videlicet, Robert Walmsley and Edward Whitworth	William Maybury	Timber Yard, Workshops, Outbuildings, Sheds, and Land.
200	Ditto	Ditto	John Maybury William Green	Cottage, Outbuildings, and Land. Ditto Ditto.
201	Ditto	Ditto	Thomas Winder	House, Shop, Outbuildings, Yard, and Land.
202	Ditto	Joseph Ogden	Thomas Laverock William Scales	House, Shop, Outbuildings, Yard, and Land. Cellar.

N° on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
203	The Earl of Derby -	Joseph Ogden -	Himself - William Scales -	House, Outbuildings, Offices, Yard, Passage, and Land. Cellar.
204	Ditto -	Ditto -	Joseph Ogden and George Yates -	Warehouse and Passage under, and Land.
205	Ditto -	Edward Hacking and James Slater, Executors of James Hacking deceased -	Unoccupied -	Rope-walk, Sheds, and Land.
206	Ditto -	Edward Hacking and James Slater, Executors of James Hacking deceased, and George Sale -	Luke Hulme - James Smith - James Burn - Elizabeth Orchard - Samuel Wilkinson - Bernard Clayburne - William Reed - John Brumfit - Dennis Leary - Ellen Ashforth - Dennis Leary -	Cottage - Cellar - Cottage - Cellar - Cottage - Cellar - Cottage - Cellar - Cottage - Cellar - Common Privy, Coal-house, and Pump-yard, And Chamber over.
207	Ditto -	Edward Hacking and James Slater, Executors of James Hacking, and Jane Jones -	Margaret Murgatroyd and Thomas Schofield } James Allen - James Wrigley - Mary Mather - James Trusdale Hayes } and Mary Heaton - Daniel Cogan - Robert Hines - Benjamin Blinkhorn - Joseph Daletree -	Cottage - Cellar - Cottage - Cellar - Cottage - Cellar - Cottage - Cellar - Cottage - Cottage -
208	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester -	-	-	Crown Lane.
209	The Earl of Derby -	William Eckersley and Jacob Humphries -	Himself - John Wright - John Ponting - Jacob Humphries - William Newsam - George Wain - Ditto - John Cadman - Unoccupied -	Pigstye - Chamber - Ditto - Ditto - Ditto - Coal Shed - Cottage - Cellar - Cottage -

N° on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
210	The Earl of Derby - {	William Eckersley -	Thomas Stott - Thomas Atherley - Dennis O'Brien - Samuel Battersby -	Cellar - - - - - Cottage - - - - - Two Cottages, Beer Shop, Brewhouse, Yard, and Outbuildings, and Passage - - - Cottage - - - - -
211	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester - }	- - - - -	- - - - -	Nelson Street.
212	The Earl of Derby - {	Edward Holingworth -	Joseph Howarth - John Harrop - John Mulhoy - Ann Tracy - John Pattison - Unoccupied - Alexander Smith - Daniel Sullivan - Edward Dockrill - Anne Moore - John Taylor - Robert Bird - Ellen Storey - Samuel Blumaley - Catherine Patten - Elizabeth Jones - Charles Chadkirk - Thomas Stapleton - Mary Jordan - James Winnington -	Cottage - Cellar unoccupied Cottage and Cellar Cottage - Cellar - - - - - Cottage - - - - - Cellar - - - - - Cottage and Shop Cellar - - - - - Cottage - - - - - Cellar - - - - - Ground Floor and Chambers - - - - - Chambers - - - - - Cellar - - - - - Cottage - - - - - Cellar - - - - - Cottage and Shop Cellar - - - - - Cottage and Shop Cellar - - - - - Cellar - - - - -
213	Ditto - - - - -	John Marland and Henry Farron, Mary Hodgson, and Joseph Webster - }	Joseph Webster -	Stable and Outbuildings, Counting-house, Wool Warehouse, Fellmonger's Yard, Land, Lime-pits, and River.
214	Ditto - - - - -	John Marland and Henry Farron, Mary Hodgson, and Joseph Parker - }	Joseph Parker -	Stiffening and Perching House, Workshops, Engine House, Boiler, Shed, Yard, Road, Outbuildings, and River and Land.
215	Ditto - - - - -	John Marland and Henry Farron, Mary Hodgson, and Joseph Parker - }	Hannah Roberts - Patrick O'Neill - Joseph Parker -	Dwelling House, Outbuildings, Yards, and River - - - - - Cottage - - - - - Joiner's Shop and Two Cottages - - - - -
216	Ditto - - - - -	John Marland and Henry Farron - }	Michael Moss - Mary Rothwell - John Twible - Esther Burley -	Cottage and Shop Cottage - - - - - Ditto - - - - - Ditto - - - - -

A Court called No. 1. Court, and Out-buildings common to several Tenants, and Land.

[Local.]

N° on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
217	The Earl of Derby	John Marland and Henry Farron and Mary Hodgson	- - -	Private Road.
218	Ditto	John Marland and Henry Farron	Themselves - Henry Farron	Cabinet and Chair Manufactory, Timber Yard, and Outbuildings. Dwelling House, Outbuildings, Yard, and Land.
219	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester	-	-	Blakeley Street.
220	The Earl of Derby	James Davies	William Hutton - Steward Mirrow - William Whittle - Henry Heaton -	Cottage and Outbuildings, Yard and Land. Ditto Ditto. Cottage, Yard, Land, and Outbuildings. Beer Shop, Outbuildings, Yard, and Passage and Land.
221	Ditto	John Charnock	John Allen - Amos Walker - James Balance - George Lucas - Unoccupied - John Heaton -	Cottage, Yard, and Outbuildings. Ditto Ditto Ditto Ditto Ditto Ditto } and Land. Cellar -
222	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester	-	-	Little Nelson Street.
223	The Earl of Derby	Thomas Timperley, surviving Executor of John Timperley, and John Marland, and Henry Farron	John Marland and Henry Farron	Timber Yard and Land.
224	Ditto	Thomas Timperley, surviving Executor of John Timperley	Thomas Froggatt - Robert Williamson -	Cottage, Shop, Outbuildings, Yard, and Land. Ditto Ditto.
225	Ditto	Ditto	John Ford - John Carroll - Anne Ford - Maria Royle - James Trainer - James Shore - Anne Headon - Mary Rothwell -	Cottage } Ditto } Ditto } and Land and Ditto } Outbuildings com- Ditto } mon to all or some Ditto } of these Cottages. Ditto }
226	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester	-	-	Street called Bone Street.

N° on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
227	The Earl of Derby	Thomas Timperley, surviving Executor of John Timperley	William Fields Mary Edwards Ellen M'Clane Joseph Offley John Davies Daniel Butterworth Unoccupied George Bowden	Cottage, Yard, and Outbuildings Ditto Ditto Cottage and Shop, Yard, and Outbuildings Cottage, Yard, and Outbuildings Ditto Ditto Ditto Ditto Ditto Ditto Building Land.
228	Ditto	George Bowden	Charles Pope John Clapstone George Bowden	Cottage, Outbuildings, Yard, and Land. Ditto Ditto. Ditto Ditto.
229	Ditto	George Bowden and James Davies	John Curtis Mary Davies James Collinge Thomas Sharrett William Hamnett	Cottage, Shop, Stable, Outbuildings, Yard, and Land. Cottage, Outbuildings, Yard, and Land. Ditto Ditto. Ditto Ditto. Ditto Ditto.
230	Ditto	James Davies	George Morrow James Olonner Ann Livingston Unoccupied Edward Pennell Edmund Blinkhorn Dennis O'Donnaghue Dominick M'Veagh George Tanner Peter Doyle Timothy O'Keefe Sarah O'Brien Pearce Downay Mary Walsh Lewis Walsh Thomas Ford Michael Curtin Adam Mulholan Patrick Mahoney John Ford Daniel Roden	Cottage and Shop Cottage Ditto Chamber in ditto Cottage Cellar under Cottage Ditto Chamber Cottage Ditto Ditto Chamber Cottage Chamber Cottage Chamber Cottage Chamber Cottage Chamber
231	Ditto	Thomas Wilson surviving Executor of James Schofield	James Stringer Letitia Whitehead Thomas Flinn Mary Griffin Unoccupied	Cottage Ditto Ditto Ditto Ditto
232	Ditto	Ditto	Thomas Southern	Chemical Works, Offices, Yard, Stable, Land, and River.
234	Ditto	Thomas Topping and Henry Walmsley	John Conway Daniel Maude	Cottage, Outbuildings, Yard, and Land. Ditto Ditto.
235	Ditto	Thomas Timperley, surviving Executor of John Timperley	James Hallmark	Ditto Ditto.

Two Courts, a Passage, and Outbuildings common to all or some of these Tenants, and Land and River.

N° on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
236	The Earl of Derby -	Thomas Timperley, surviving Executor of John Timperley -	Adam Platt - -	Coal Yard, Shed, and Land.
237	Ditto -	Ditto, and John Marland and Henry Farron -	Henry Valentine - Michael Nolan - John Smith - John Marland - Unoccupied - Joseph Rushworth - Aton Speed - George Little - George Saxton - Margaret Pearson - Unoccupied -	Cottage - Ditto - Ditto - Beer Shop and Cellar - School-room over - Cottage - Ditto - Ditto - Ditto - Ditto - Building Land.
238	Ditto -	Ditto -	- -	- -
239	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester -	- -	- -	Ashley Lane or Ashley Street.
240	The Churchwardens of the Parish of Manchester, videlicet George Clarke, James William Fraser, and John Holt -	- -	- -	Burial Ground.
241	The Manchester Police Commissioners and Matilda Haslam, Eleazer Siddy, and Ann Durden -	- -	- -	Passage.
243	John Boardman and Eleazer Siddy -	- -	Eleazer Siddy - James Gibson - William Matthew - Eleazer Siddy - Ditto - Ralph Martinscroft - Unoccupied - Ditto - Ditto - Ditto - Ditto - William Dakin - Jane Consterdine - William Dakin - William Sangster - Ann Roscoe and Sarah Sykes - William Sangster - Thomas Whitelegg - Thomas Crowther - Thomas Whitelegg -	House, Shop, Outbuildings, Bakehouse, and Yard - Shop, House, Outbuildings, and Yard - Joiner's Shop and Yard - Shed - Cottage - Cottage, Yard, and Outbuildings - Ditto - Ditto - Ditto - Ditto - Ditto - Ditto - Garret - Cottage, Yard, and Outbuildings - Ditto - Garret - Cottage, Yard, and Outbuildings - Ditto - Garret -
244	John Boardman, Matilda Haslam -	- -	- -	and Land.

No on Plan:	Owners or reputed Owners.	Lessees.	Occupiers:	Description of Property.
245	John Boardman	Anne Durden	William Durden Thomas Jones John Carroll William Bamber William Prince Thomas Robins William Brown	Shop, House, Outbuildings, and Yard - Cottage, Outbuildings, and Yard - Ditto - Ditto - Ditto - Garret - Cottage, Yard, and Outbuildings -
246	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester	-	-	and Land. Street called Irk Street.
247	Ditto	-	-	Cross Irk Street and Williamson Street.
248	Catherine Whitworth	-	James Ebenezer Dunstan Robert Worley Mary Turvy Joseph Beswick Harriet Platt	Cottage, Yard, and Outbuildings - Ditto - Ditto - Cottage, Shop, and Outbuildings, and Yard - Cottage, Yard, and Outbuildings - Ditto - Ditto -
249	Anne Jackson	-	Thomas Smith	Cottage, Passage, Outbuildings, and Land.
250	Ditto	Joseph Shaw	Unoccupied	Cottage, Shop, Passage, Outbuildings, and Land.
250a	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester	-	-	Street called Back Irk Street.
251	John Boardman	Executrixes of the late John Leigh, viz. Elizabeth Bentley, Mary Leigh, and Alice Foxcroft	James Patterson John Bates Mary M'Donald Joseph Royle Thomas Steele James Bayley John Lowe Richard Morris Francis Cornor William Flinn Michael Dardis Andrew Kelly William Hickson Luke Monaghan Thomas Jenkinson Jeremiah Clancey Patrick Rooney George Bagley William Hickson Elizabeth Steel Richard Watts	Cottage, Outbuildings, and Yard - Ditto - Ditto - Cellar - Cottage and Cellar, Outbuildings and Yard - Cottage, Outbuildings, and Yard - Ditto - Ditto - Ditto - Ditto - Ditto - Cottage - Cellar under - Cottage - Cellar under - Cottage - Ditto - Ditto - Cellar under - Cottage - Cellar under -
252	Elizabeth Aspindale	-	-	Pig-cotes and Land. Court and Passage, Outbuildings and Land.

[Local.]

N° on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
253	Thomas Cope - -		Jonas Crowther - Joseph Thornberry - James Pinkerton - Thomas Rooney - James Reynolds - John Hyde - Samuel Oldfield - Robert Thompson -	Cottage - Ditto - Ditto - Ditto - Ditto - Cellar - Cottage - Cellar - } Court, Passage, and } Outbuildings and } Land.
254	John Boardman and } Samuel Lamb - }		John Hull - Timothy O'Brien - James Galloway - Unoccupied -	Cottage - Cellar - Cottage - Cellar - } Outbuildings, } Passage, Yard, } and Land.
255	Ditto and Matilda } Haslam - - }		George Andrew - Thomas Thorp - Ditto -	Cottage, Outbuildings, and Yard. Ditto Ditto. Shop, Beer Shop, Brew- house, Outbuildings, Yard, and Land.
257	Thomas Carill Wors- } ley, Esquire, - } Charles Pilling - }	Henry Read and Thomas Thorpe -	John Atkinson - Richard Rice - John Dooley - John Heywood - John Dogherty - Thomas Mellor - George Warren - John Lee - Ralph Brown - John Barnes - Elizabeth Kelly - Unoccupied - Arthur Higgins - Henry Robinson - William Bailey - Mary Dawson -	Cottage - Cellar - Cellar - Cottage - Cottage - Cottage - Ditto - Ditto - Ditto - Ditto - Ditto - Ditto - Ditto - Ditto - Ditto - Ditto - } Court, Outbuild- } ings, and Land.
258	The Manchester Po- } lice Commissioners } and the Surveyors of } the Highways of the } Township of Man- } chester - - }			Street, called John Street.
259	Thomas Carill Wors- } ley, Esquire, Charles } Pilling, and Charles } Lamb - - }		Patrick Connor - Owen O'Neill - James Carroll - John Heron - Thomas Tattersall - John Briggs - Jeremiah O'Brien - Thomas Sutcliffe - Unoccupied - William Edwards - James Smith - John Mahoney - William Ogden - William Millett - Anthony Ryan - Charles Burrell -	Cottage - Cottage - Cellar - Cottage - Cellar - Cottage - Cellar - Cottage - Cellar - Cottage - Ditto - Ditto - Coal-yard - Cottage - Ditto - Cellar - } Court or Street } called Silver } Street Pas- } sages, Out- } buildings, } and Land.
259a	The Trustees of the } Griffin Building } Club, namely, Sa- } muel Cheetham, } George Perkins, and } George Innies junior }		Richard Fletcher - John Jackson - Unoccupied - George Brown - Francis Carraghan -	Cottage, Outbuild- ings, and Yard - Cottage Ditto - Cellar - Cottage, Outbuild- ings, and Yard - Cellar - } Passage common to } all these Tenants, } and Land.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.		
260	Thomas Carill Worsley and Samuel Thorpe		Daniel Austin	Cottage, Yard, and Outbuildings	Common Passages and Land.	
			Ellis Graham			Ditto Ditto
			Sarah Foulkes			Ditto Ditto
			John Marchinton	Ditto, Yard, and Outbuildings		
			Unoccupied			Ditto Ditto
			Thomas Hughes	Ditto Ditto		
			Unoccupied	Ditto Ditto		
			William Smith	Ditto Ditto		
			Windsor Atkinson	Ditto Ditto		
			George Barnes	Ditto Ditto		
			Thomas Foulkes	Ditto Ditto		
			John Owen	Ditto Ditto		
			Joseph Benson	Ditto Ditto		
			Unoccupied	Cottage, Yard, and Outbuildings		
George Hall	Ditto and Beer Shop, Yard, and Outbuildings					
		Mary Johnson	Cottage, Yard, and Outbuildings			
		John Morris	Ditto and Shop, Yard, and Outbuildings			
		John Bradley	Ditto and Ditto			
261	Thomas Carill Worsley, Samuel Thorpe, and Margaret Smith			Court or Street called Matthew Street.		
262	Thomas Carill Worsley and Samuel Thorpe	Margaret Smith	John Crompton	Cottage, Yard, Passages, and Outbuildings.		
			James Howarth		Ditto Ditto.	
263	Ditto	Trustees of John Wood, videlicet, the Reverend James Scholefield and Joseph Scholefield and Moses Jervis		Building Land.		
264	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester			Street, called Silver Street.		
265	Thomas Carill Worsley and Samuel Thorpe	Devises in Trust of John Wood deceased, videlicet, the Reverend James Scholefield and Joseph Scholefield	Matthew M'Guinness	Cottage	and Land.	
			Patrick Finnigan			Ditto
			Thomas Barry			Ditto
			Henry Benson			Ditto
			Thomas Leeming			Ditto
			Unoccupied			Ditto
			Unoccupied			Ditto
			James Belcher			Ditto
			John Reed			Ditto
			Jane Henderson			Ditto
266	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester			Ditto	King Street.	

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
267	Thomas Carill Worsley and Samuel Thorpe	George Green; the Devises in Trust of the late John Wood, videlicet, the Reverend James Scholefield and Joseph Schofield	John Tayleure Jane Baird Henry Tumblety Samuel Rathbone Joseph Grimshaw John Devine Thomas Woodhouse Thomas Donnelly Alexander Dimond	Cottage and Shop Cottage Ditto Ditto Coal-yard Cottage Cottage Ditto Ditto } and Land.
268	Ditto	George Harrison and the Devises in Trust of John Wood deceased, videlicet the Reverend James Scholefield and Joseph Schofield	Bernard M'Vinue William Bates	Cottage } and Land. Ditto }
269	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester	-	-	Parker Street.
270	Thomas Carill Worsley and Samuel Thorpe	William Hale	Thomas Garland Timothy Caylor Elizabeth Christy Unoccupied Ann Pollitt Martin Kennedy Arthur O'Neil John Kelly William Briggs	Cottage and Beer Shop, Outbuildings and Yard Cottage, Outbuildings, and Yard Ditto Ditto Ditto Ditto Ditto Ditto Ditto Ditto Ditto Ditto Ditto Ditto } and Land.
271	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester	-	-	Street.
272	Thomas Carill Worsley and Samuel Thorpe	George M'Millan	Unoccupied William Hurst Mary Bury Charles Flood Oliver Carr Rowland William Pearce Charles Charlesworth Samuel Phillips	Cottage, Yard and Outbuildings Ditto Ditto Ditto Ditto Ditto Ditto Ditto Ditto Ditto Ditto Ditto Ditto } Common Passage and Land.
273	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester	-	John Holmes James Birchwood	Two Cottages, Beer House, Yards, and Outbuildings Cottage, Yard, and Buildings } Cutler Street.
273a	Charles Pilling	John Gould Irwin	-	Land.

N° on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
273b	Charles Pilling and the Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester	John Gould Irwin and Francis Peacock	-	Land, including the Site of Bromley Street.
274	Thomas Carill Worsley, Esquire, and Samuel Thorpe	Edward Branthwaite	Unoccupied Richard Dakin John Smith Joseph Ford William Shaw Mary Gunn Thomas Lambert Ferran Dolan Unoccupied Elizabeth Eaton James Hogan Richard Tomlinson Peter Sinclair Unoccupied Joseph Haughton Daniel Timon Isabella Cameron Martha Johnson Anne M'Cann John Schofield James Cutler junior William Murray Joseph Clough Unoccupied	Cottage Ditto Ditto Ditto Ditto Ditto Ditto Ditto Ditto Ditto Ditto Ditto Ditto Ditto Ditto Beer House and Shop, Yard and Outbuildings Cottage Ditto Ditto
274a	Henry Charles Lacy	-	Himself	Land.
275	Thomas Carill Worsley, Esquire, and Samuel Thorpe	James Cutler senior.	Unoccupied William Gaythorne John Hunt John Richardson Charles Cross John Aldred Unoccupied Michael Donovan John Cole James Johnson John Hardy Unoccupied James Hirst George Barnes John Ogden Unoccupied Richard Dobson Unoccupied William Histon Henry Eccleston William Rayner Unoccupied Jonathan Wild Unoccupied	Cottage, Yard, Land, and Outbuildings. Ditto Ditto. Ditto Ditto. Ditto Ditto. Ditto and Shop, Yard, Land, and Outbuildings. Cottage, Yard, Outbuildings, and Land. Cottage } Outbuildings, Cellar } Yard, and Land, Cottage } Ditto. Cellar } Ditto. Cottage } Ditto. Cellar } Ditto. Cottage } Ditto. Cellar } Ditto. Cottage } Ditto. Cellar } Ditto. Cottage } Ditto. Cellar } Ditto. Cottage } Ditto. Cellar } Ditto. Cottage } Ditto. Cellar } Ditto. Cottage } Ditto. Cellar } Ditto. Cottage } Ditto. Cellar } Ditto.
275a	Robert Tebbutt	-	Jonathan Wild	Cottage } Ditto, Cellar }

Courts common to various Tenants, Outbuildings, and Land.

[Local.]

N° on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
			William Davenport - Unoccupied - - Owen Carr - - John Thoyes - - William Middleton - Unoccupied - - Ellen Dalton - - John Bowling - -	Cottage } Outbuildings, Cellar } Yard, and Land. Cottage } Cellar } Ditto. Cottage } Outbuildings, Cellar } Yard, and Land. Cottage } Cellar } Ditto.
			James Johnson - John Doran - - Unoccupied - -	Cottage, Beer House, and Cellar, Outbuildings, Yard, and Land. Cottage } Outbuildings, Cellar } Yard, and Land. Passage common to all or several of these Tenants, and Land.
276	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester	- - -	- - -	Lower Tebbutt Street.
			Joseph Timperley - Samuel Hudson Butterworth - - John Rylands and John Winfield - Joseph Timperley - William Addison, Robert Ralston, and Walter Ralston - John Woolley -	Two Smiths Shops, Store Room, Hay-loft, and Stable and Yards. Stove Pipe Manufactory and Coppersmith's Shop. Cottage and Warehouse. Mistal. Engraver's Workshop, Engine and Boiler, Shed, Outbuildings, and Yard. Smith's Shop and Yard. And Yard common to all these Tenants.
277	Thomas Cavrill Worsley and Samuel Thorpe	Joseph Timperley		
277a	The Reverend Thomas Fawsett and James Ainsworth, Trustees of Ralph Fawsett, and Margaret Cecil Percival, Mary Percival, and Isabella Percival	- - -	- - -	Land.
278	Thomas Carill Worsley and Samuel Thorpe	John Rylands and John Winfield	Themselves	Cotton Spinning Mill, Engine House, Boiler House, Outbuildings, Yards, Lodge, and Land.
278a	Trustees of Hulme's Charity and Robert Anlezark Pilling and Robert Seddon	Jane Sykes, William Birchall	William Birchall	Brick Ground.
279	Ditto and Jane Sykes and William Birchall	- - -	- - -	Street or intended Street.
			John Thompson - John Allman - - Ellen Davies - - William Birchall - John Thompson - William Birchall - Henry Grimshaw - Robert Callaghan - William Birchall - Alexander Cameron - Robert Callaghan -	Cellar - - Cottage - - Ditto - - Cellar - - Ditto - - Cottage and Shop - Cottage - - Cellar - - Ditto - - Cottage - - Cellar - -
280	Trustees of Hulme's Charity and Robert Anlezark Pilling and Robert Seddon	William Birchall		Outbuildings and Land.

N° on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
281	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester	-	James Casson Robert Ringland James Casson Robert Hough	Cottage Ditto Cellar Cottage Street.
282	Trustees of Hulme's Charity and Robert Anlezark Pilling and Robert Seddon	-	William Porter William Collins	Cottage, Yard, and Out-buildings Ditto Ditto and Land.
283	Ditto Ditto	Jane Sykes	Andrew Capper John M'Guckin	Cottage, Yard, and Out-buildings Ditto Ditto and Land.
284	Ditto Ditto	Jane Sykes	Unoccupied	Two Cottages, Yards, and Outbuildings and Land.
285	Ditto Ditto	-	Martin Royle Anthony Horner James Rice Thomas Fox Nancy Flynn Arthur Robinson Margaret Jennings William Jones James Tomlinson Thomas Finnigan Hugh Cox William Birchall	Cottage Ditto Ditto Ditto Ditto Ditto Ditto Ditto Ditto Ditto Ditto and Land.
286	Ditto Ditto	Jane Sykes	-	Brick Ground.
287	Reverend Thomas Fawsett and James Ainsworth, Trustees of Ralph Fawsett, and Margaret Cecil Percival, Mary Percival, and Isabella Percival	-	Samuel Ogden	Cottage, Yard, and Outbuildings Ditto Ditto and Land.
288	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester	-	-	Dimity Street.
289	The Trustees of Hulme's Charity, Robert Anlezark Pilling and Robert Seddon	-	-	-
290	Ditto Ditto, and Thomas Brown, Stephen Heelis, John Stanway Jackson, and James Pickmore Jackson	-	-	-
291	Thomas Brown, Stephen Heelis, John Stanway Jackson, and James Pickmore Jackson	-	-	-
292	Ditto Ditto	-	-	Streets or intended Streets.
293	Ditto Ditto	-	-	Building Land.

N° on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
294	Maria Sudell, William Kay, John Farmer, and William Ackers	-	-	Land.
295	Ditto	-	Timothy Lyons James Short William Shackleton Maurice Wren Carlton Roach James Caffry John Baine	Cottage Ditto Ditto Ditto Ditto Ditto Ditto } and Land.
296	Ditto and George Swallow, and the Manchester Police Commissioners and Surveyors of the Highways of the Township of Manchester	-	-	Street or Passage.
297	Maria Sudell, William Kay, John Farmer, William Ackers, and George Swallow	-	James Mendham Thomas Cavenagh Ann Dixon John Hindle Eustace Nolan John Hindle John Ryan Charles Howarth Thomas Baxter Robert Allen Unoccupied John Jones Robert Allen	Cottage Ditto Ditto Cellar Cottage Cellar Cottage Ditto Chamber Cottage Ditto Ditto Cellar } and Land.
298	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester	-	-	Street called Beaver Street.
229	Maria Sudell, William Kay, John Farmer, William Ackers	-	Robert Matthews Ann Whittaker Thomas Barlow	Coal-yard and Sheds Cottage Ditto } and Land.
300	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester	-	-	Jones Street.
301	Maria Sudell, William Kay, John Farmer, William Ackers	-	George Tootal William Young John Howarth Thomas Purslow Lomax James Street Cecilia Bell Josiah Hall Mary Tynan Harriett Flavell George Howarth William Shuttleworth Robert Matthews Unoccupied	Cottage, Out-buildings and Yard Ditto Ditto Ditto Ditto Ditto Ditto Ditto Ditto Ditto Ditto Ditto Ditto } Passages common to these Premises, and Land.

No on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
302	Maria Sudell, William Kay, John Farmer, William Ackers, and George Swallow	-	Robert Dixon John Hindle Ditto Ditto John Wright Charles Shales	Cottage Cellar Cottage Ditto Ditto Ditto
302a	Maria Sudell, William Kay, John Farmer, William Ackers, and Thomas Gray	-	James Nuttall Hannah Sophia Woodcock James Fairhurst Richard Murphy George Stratton	Cottage Ditto Cellar under both Cottage Ditto
303	Ditto and George Swallow, Jabez Johnson, and James Johnson, Trustees of William Johnson	-	-	Passage or intended Street.
304	Maria Sudell, William Kay, John Farmer, William Ackers, and Jabez Johnson and James Johnson, Trustees of William Johnson	-	Patrick Mulloy John Scott Frances Wilson Henry Macdonald Thomas Archer John Scott	Cottage Cellar Cottage Cellar Cottage Cellar
305	Ditto	-	-	Land.
306	Maria Sudell, William Kay, John Farmer, William Ackers, and Thomas Gray	-	-	Land.
307	Ditto	James Huntingdon	James Huntingdon	Coal-yard, Sheds, and Out-buildings.
308	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester	-	-	Blackburn Street.
309	Maria Sudell, William Kay, and Thomas Butterworth	-	Arthur Mellia Francis Quinn James Mossford Timothy O'Brien William Hardey James Seagrave	Cottage Ditto Ditto Cellar Cottage Cellar
310	The Manchester Police Commissioners and the Surveyors of Highways of the Township of Manchester	-	-	Preston Street.
311	Joseph Livesey, Esquire, William Kay	James Smith and Elizabeth his Wife, William Smith, Thomas Prince and Mary his Wife, Sarah Smith, John Bosworth and Martha his Wife, and Samuel Alexander Smith	James Smith	Cottage, Yard, Outbuildings, and Land.

N° on Plan.	Owners or reputed Owners.	Lesseés.	Occupiers.	Description of Property.
323	Joseph Livesey, Esquire, William Kay, Robert Barker	Edward Connell, Assignee of the Estate and Effects of William Dakin, a Bankrupt	Jane Shaw - Richard Barlow - Joseph Shaw - George Smith - John Tasker -	Cottage - Ditto - Ditto - Ditto - Ditto - } Outbuildings and Land.
324	Joseph Livesey, Esquire, William Kay	Thomas Gray	-	Land.
325	Ditto	Richard Nuttall	Edward Beaumont - Joseph Burns - Charles Coupe -	Cottage, Outbuildings, and Yard - Ditto - Ditto - } and Land.
326	Ditto	-	William Leaver - James Watson - Peter Cunningham - Patrick King - Charles Coupe - Ditto - Ditto -	Cottage - Ditto - Ditto - Chamber - Cellar - Cottage - Ditto - } Passage, Outbuildings, and Land.
327	Ditto	-	-	Land.
328	Ditto	Edmund Lee senior	Peter Peacop - Unoccupied - Edmund Lee senior - Edmund Lee junior - Thomas Walker - John Swindells - Daniel Bennett - Matthew Rowlandson - Edward Hayes - Edward Wilkins - James Grannan - Unoccupied - Frederick Birckley - William Townsend - Unoccupied - Unoccupied - Unoccupied - Thomas Finney - Simeon Pendlebury - Richard Willock - James Leaver -	Dwelling House, Yard, Mistal, and Outbuildings - Cellar - Cellar - Dwelling House, Outbuildings, and Yard - Stable - Dwelling House, Beer Shop, Brew-house, and Yard, Outbuildings, and Cellar - Dwelling House, Outbuildings, and Yard - Cellar - Dwelling House, Outbuildings, and Yard - Cellar - Dwelling House, Outbuildings, and Yard - Cellar - Dwelling House, Outbuildings, and Yard - Cellar - Dwelling House, Outbuildings, and Yard - Cellar - Four Cottages - Cottage - Ditto - Ditto - Ditto - } and Land.
329	Joseph Livesey, Esquire, and William Kay	Thomas Spink	-	Passage, Outbuildings common to all the Tenants in this Number, and Land.

N° on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
330	Edmund Buckley, } Thomas Thompson }	-	Thomas Thompson -	Timber-yard, Clogger's Workshop, Smith's Shop, Passages, Outbuildings, Land, and Yard. Beer House, House, Outbuildings, Yard, and Coal-yard. Cottage, Outbuildings, and Yard: Ditto Ditto. Ditto Ditto. Ditto Ditto. Ditto Ditto. Ditto Ditto. Two Cottages, Outbuildings, and Yards. Cottage, Outbuildings, and Yard. Ditto Ditto. Ditto Ditto. Ditto Ditto. Cellar. Cottage and Shop, Outbuildings and Yard. Cellar.
			Thomas Walker -	
			William Birtles -	
			Henry Simpson -	
			Richard Townsend -	
			James Frost -	
			Unoccupied -	
			Unoccupied -	
			Unoccupied -	
			Thomas Dawson -	
			Edward Barratt -	
			Richard Baines -	
			John Naylor -	
			John Potter -	
331	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester -	-	-	Buckley Street.
332	Edmund Buckley and Thomas Robson -	-	-	Land.
333	Edmund Buckley -	Thomas Robson -	Himself -	Dwelling House, Outbuildings, Yard, and Land.
333 ^a	Ditto -	-	-	Land.
334	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester; Edmund Buckley, Thomas Robson, Sarah Bradshaw, and Esther Walley }	-	-	Street.
335	Edmund Buckley and Sarah Bradshaw -	-	Ellen Miller -	Dwelling House. Cellar. Dwelling House, Outbuildings, and Yard. Cellar. Dwelling House, Outbuildings, and Yard. Cellar. Cottage. Cellar. Cottage. Cellar. Cottage. Cellar. Cottage and Land.
			John Worrall -	
			John Tasker -	
			William Fagan -	
			James Davies -	
			Joseph Birtles -	
			Samuel Godwin -	
			Samuel Nolan -	
			James Yates -	
			Unoccupied -	
			Thomas Mather -	
Unoccupied -				
Unoccupied -				

N° on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
336	Edmund Buckley, } Michael Bentley - }		John Harris - - {	Beer House, Shop, House, Outbuildings, and Yards.
			Elizabeth Hewitt and John Randall - }	Two Cottages.
			John Godwin senior -	House, Yard, and Outbuildings.
			Ann Mitchell -	Cellar.
			James Dixon -	House, Yard, and Outbuildings.
			William Wilson -	Cellar.
			Michael Bentley -	House, Yard, and Outbuildings.
			Robert Nuttall -	Cellar.
			Unoccupied -	House, Yard, and Outings.
			Robert Chapman -	Cellar
			Henry Fleming -	Cottage
			Unoccupied -	Ditto
			Joseph Mann -	Ditto
			Unoccupied -	Ditto
			John Worsley -	Ditto
Unoccupied -	Ditto			
Unoccupied -	Ditto			
William Hunt -	Ditto			
Henry Collison -	Ditto			
George Bush -	Ditto			
Unoccupied -	Ditto			
Jonathan Fletcher -	Ditto			
Unoccupied -	Ditto			
Josiah Rawstron -	Ditto			
337	Edmund Buckley, } Esther Walley - }		James Brown - - {	House, Outbuildings, and Yard -
			Edward Foulkes -	Cellar -
			Walter Ralston -	House, Outbuildings, and Yard -
			Unoccupied -	Cellar -
			George Carbery -	House, Outbuildings, and Yard -
James Bradley -	Cellar -			
338	The Manchester Police Commissioners and the Surveyors of the Highways of the Townships of Manchester, and Esther Walley and Charles Gill and Edmund Buckley }			Street.
339	Edmund Buckley and Charles Gill - }			Unfinished Cottages and Building Land.
340	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester - }			Street or Road called St. George's Road.
341	Thomas Brown, Stephen Heelis, John Stanway Jackson, and James Pickmore Jackson - }		James Dixon -	Coal-yard and Sheds.

Court and Outbuildings common to all or some of these Cottages.

and Land.

[Local.]

N ^o on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
342	Thomas Brown, Stephen Heelis, John Stanway Jackson, and James Pickmore Jackson	- - -	Thomas Walker	Brick Ground.
343 and 356	Edmund Buckley and Samuel Hadfield	- - -	Himself	Land, including the Site of Back Cropper Street.
345	Samuel Hadfield, John Camplin, Abel Armit and Margaret his Wife	- - -	George Marchant James Lynch Robert Hughes James Hamilton Robert Macfarlane Margaret Henderson	Cottage, Outbuildings, and Yard Ditto Ditto Ditto Ditto Ditto Ditto Ditto Ditto Ditto Ditto
346	Samuel Hadfield, John Camplin, and John Crompton	- - -	Richard Baguley	Cottage, Outbuildings, Yard, and Passage.
347	Samuel Hadfield, John Camplin, and John Pickup	- - -	Michael Quinn	Ditto Ditto.
347a	Samuel Hadfield, John Camplin, and James Kay	- - -	Patrick Hanlon	Ditto Ditto.
348	The Manchester Police Commissioners and the Surveyors of the Highways of the Township of Manchester	- - -	- - -	Cropper Street.
349	Edmund Buckley	Thomas Beilby	Thomas Beilby	Cottage, Outbuildings, Yard, and Tobacco Pipe Manufactory and Land.
350	Ditto	- - -	John Brickles Thomas Turner John Harper Patrick Bushell	Cottage, Outbuildings, Yard, and Land. Ditto Ditto. Ditto Ditto. Ditto Ditto.
351	Ditto	Jacob Ogden	John Monks	Ditto Ditto.
352	Ditto	Henry Hall	Edward Ward	Cottage, Outbuildings, Yard, and Land.
353	Ditto	Richard Tarran and John Tarran	Richard Tarran Walter Smith	Ditto Ditto. Ditto Ditto and Land.
354	Ditto	- - -	Peter Collins Robert Boardman	Ditto Ditto. Ditto Ditto.
355	Ditto	- - -	Edmund Buckley Oliver Morris	Colliery and Works, Yard, Tramroad, and Land. Brick Ground.
4	The Manchester and Leeds Railway Company and William Winstanley, M.D. Trustee of the late Michael Bentley	- - -	The Manchester and Leeds Railway Company and John Brogden	Land.

PART SECOND;

Relating to the Oldham Branch and Deviation.

N ^o on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
COUNTY PALATINE OF LANCASTER.				
<i>In the Parish of Prestwich otherwise Prestwich cum Oldham.</i>				
TOWNSHIP OF CHADDERTON.				
49	Robert Radclyffe, Esquire, and the Manchester and Leeds Railway Company, or One of them	- - -	Untenanted	Barn, Shippon, Stable, Garden, and Land.
52	Robert Radclyffe, Esquire	- - -	James Thornton and George Thornton	Joiner's Shop, Stables, Smithy, Office, and Land.
62	Charles Rhys, Esquire	- - -	John Whitehead	Public House, Outbuildings, Garden, Land, and Yard.
138	The Company of Proprietors of the Rochdale Canal	- - -	- - -	The Rochdale Canal and Towing Path, Lock, and Bye Wash.
139	Robert Radclyffe, Esquire	Ernest Hannibal Becker and John Rushton and George Burton	John Rushton and George Burton	Sunday School.
140	Robert Booth, Trustee of the late George Scholes	- - -	Richard Lee John Boardman Ralph Boardman John Cooper John Hilton James Whitehead	Six Cottages.
145	The Company of Proprietors of the Rochdale Canal	- - -	John Halkyard	Garden.
146	Ditto	- - -	Ditto	Lockhouse, Stable, Garden, Yard, and Land.
148	Robert Radcliffe, Esquire	- - -	The Hunt Lane Colliery Company, viz. Messrs. Lees, Jones, and Company	Branch Canal and Towing Path leading from the Rochdale Canal towards Hunt Lane Colliery.
173	Ditto	- - -	John Whitehead	Sand Hole.
180	Ditto	- - -	John Whitehead William Barker Joseph Ashton Abraham Hilton John Heywood Philip Ashton James Travis, and Thomas Smethurst	Eight Gardens, and Foot Road to same.

N° on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
181	William Smethurst	-	Thomas Smethurst - William Ashton - William Barker - Philip Ashton - Frederick Ashton - Joseph Ashton - James Thorp - John Heywood - Thomas Ashton - Unoccupied - Samuel Ramsden - John Scoles - Two untenanted -	Fourteen Cottages and Garden, Road, Yard, and Land.
196	William Hibbert, Esquire	-	Richard Laycock	Wood.
205	Robert Radclyffe, Esquire	-	Thomas Steeple, Edward Smethurst, and Joseph Smethurst	Two Cottages, Orchard, Outbuilding, Yard, and Land.
206	William Hibbert, Esquire	-	Richard Laycock	Lawn.
206a	Ditto	-	Ditto	Garden and old Occupation Road.
207	Robert Radclyffe, Esquire	William Smethurst	William Smethurst	Cotton Mill, Engine House, Dwelling House, Gardens, Outbuildings, Land, and Brook.
208	Ann Sharples and James Barton	Ditto	Ditto	Gasometer, Purifying House, and Gas Yard.
209	Ditto	Ditto	William Jones, Esquire - William Jones - Joshua Wolstencroft - William Jones - John Garside - Samuel Collin - Thomas Beswick - John Beswick - James Walker - William Smethurst - Samuel Wade - James Heywood - Martha Heywood - Jonathan Ashton and One untenanted -	Twelve Cottages, School, Joiner's Shop, Cellar, Yards, and Land.
210	William Jones	-	John Spencer, and John Garside - John Beswick - Samuel Wade - William Jones - Thomas Beswick and William Jones, his Under-tenants -	Seven Gardens.
211	Ann Sharples and James Barton	William Smethurst	John Garside - Joshua Wolstencroft - Samuel Collin - John Beswick and Thomas Beswick -	Four Gardens.
212	Ditto	-	Sally Mills	Garden.
213	Ditto	William Smethurst	William Smethurst	Road leading to Stock Brook Mill.

N° on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
216	Robert Radclyffe, Esquire	-	Jacob Taylor Butterworth and Ashton Clegg John Griffiths and John Lycens his Under-tenants	Three Gardens.
217	Reverend Joshua Thomas Horton and Charles Rhys, Esquire, or One of them	-	Abel Beswick	Garden.
218	Ann Sharples and James Burton	-	James Scheles John Geary and John Lycens and One untenanted	Four Cottages, Two Gardens, Yard, and Land.
222	Ditto	-	James Hulton	Farmhouse, Barn, Shippon, Road, Yard, and Land.
223	Ditto	-	James Whitehead	Garden.
224	Ann Sharples and James Burton	John Crossley	Sarah Crossley and Robert Davies	Two Cottages, One Garden, and Yard.
225	Ditto	-	James Travis	One Garden and Hothouse.
226	Reverend Joshua Thomas Horton and Charles Rhys, Esquire, or One of them	William Smethurst, and William Skellorn and Ann his Wife	Susannah Whittaker and One untenanted	Two Cottages and Land.
227	Ditto	William Smethurst and Joseph Garlick	John Griffiths Patrick Omealiea Unoccupied Abraham Butterworth and Abel Beswick	Five Cottages, Yard, and Land.
228	Ditto	Joseph Garlick	James Travis John Stansfield Joseph Kirk and James Stansfield	Four Cottages, Gardens, and Land.
231	Ann Sharples and James Barton	John Milne	George Wood and John Milne	Two Cottages and Yards.
232	William Travis John Travis Thomas Travis	Hannah Whitehead	William Bancroft	Two Cottages (now occupied as One) and Yards.
233	Ditto	James Whitehead	Betty Shaw and James Whitehead John Thorp	Two Cottages and Yards.
234	Ditto	John Thorp and Mary Whittaker	William Thorp Mary Whittaker Hiram Holt and Ashton Clegg	Five Cottages, Two Gardens, Yard, and Land.
235	Reverend Joshua Thomas Horton and Charles Rhys, Esquire, or One of them	-	William Garlick and Edward Reay	Garden and Outbuilding.
244	Ditto	-	William Garlick	Cottage, Shop, Shippon, Garden, old Coal-pit, and Land.
246	Ditto	-	Samuel Goodman	Garden.
247	Robert Radclyffe, Esquire	-	Jacob Tayler Butterworth and Joseph Schofield his Under-tenant	Ditto.
249	Robert Radclyffe, Esquire	-	Jacob Taylor Butterworth and Mary Whitehead Josiah Wild and Joseph Dawson his Under-tenants	Three Gardens.

[Local.]

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N ^o on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
250	Robert Radclyffe, Esquire	John Wood	Betty Duckworth	Cottage and Garden.
252	Ditto	John Rowbottom	Joseph Whittaker Mary Whitehead Josiah Wild Joseph Dawson and Abraham Sutcliffe	Five Cottages and Land in front.
253	Ditto	William Lord	John Duckworth Mally Wood and One untenanted	Three Cottages.
255	Ditto	-	Jacob Taylor Butterworth	Cottage, Barn, Shippon, Stable, Outbuilding, and Land.
259	Ditto	-	Jacob Taylor Butterworth and Ann Sutcliffe Josiah Wild and John Duckworth, his Under-tenants	Three Gardens.
260	Ann Sutcliffe	-	Ann Sutcliffe	Cottage, Yard, and Land.
261	Daniel Wild	-	Daniel Wild	Ditto Ditto and Garden.
263	Samuel Taylor, Mary Whittaker, and Ann Whittaker	-	Untenanted John Taylor Untenanted Sarah Wild Philip Ashton Joseph Schofield Untenanted Jonathan Boardman John Heywood John Nichols Joseph Scholes and One untenanted	Twelve Cottages, Road, and Land.

TOWNSHIP OF OLDHAM.

1	Charles Bradbury, surviving Trustee of the late John Whiteley	-	Untenanted	Two Cottages, Warehouse, Garden, and Land.
2	John Schofield, Betty Davenport, Henry Schofield, Jane Holt, and Hannah Schofield	-	Thomas Holt Betty Ashton and Jane Mellor	Three Cottages.
4	James Schofield	-	Thomas Powell Thomas Ashton James Schofield Untenanted Allen Higginbotham	Five Cottages, One Shippon, Yard, and Land.
5	John Schofield	-	John Schofield	Shippon.
7	Ditto	-	John Schofield and Thomas Cheetham	Two Cottages, Yards, and Gardens.
19a	George Wood and John Tattersall and Ashton Clegg, Dawson Clegg and William Clegg, Devises in Trust of Catherine Clegg	-	Benjamin Fielding	Garden.

N ^o on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
20	George Wood and John Tattersall and Ashton Clegg, Dawson Clegg and William Clegg, Devises in Trust of Catherine Clegg -	-	John Tattersall -	Dwelling House, Stables, Cart-shed, Plantations, Gardens, Summer House, and Outbuildings.
21	Ashton Clegg, Dawson Clegg and William Clegg, Devises in Trust of Catherine Clegg and John Tattersall -	-	John Tattersall -	Occupation Road to Lyon Mills.
22	Ashton Clegg, Dawson Clegg and William Clegg, Devises in Trust of Catherine Clegg, George Wood, and John Tattersall -	-	John Tattersall and Jonathan Bardsley -	Cotton Mills, Engine Houses, Boiler Houses, Warehouses, West Cellars, Reservoirs, Yards, Outbuildings, and Cottage.
24	James Whitehead, James Radcliffe, and Henry Radcliffe -	-	Themselves and Abraham Hilton -	Brick Field and Footpath.
25	Ashton Clegg, Dawson Clegg and William Clegg, Devises in Trust of Catherine Clegg, and John Tattersall -	-	John Tattersall -	Brick Field and Road.
26	Ditto -	-	Binyon Ratcliffe - James Marler - North Mather - William Wrigley - William Butterworth - John Butterworth - Martin Heywood - John James Broome and John Smith -	Eight Cottages, One Dwelling House, Gardens, Outbuildings, Yard, and Land.
27	Ditto -	-	Jeremiah Wolfenden - John Bardsley - John Whittaker - Mary Noton and Jonathan Taylor -	Five Cottages and Gardens.
28	Ditto -	Benjamin Fielding -	William Smethurst - Henry Maden - Joseph Smith - Benjamin Fielding - Thomas Hadfield and James Ratcliffe -	Five Dwelling Houses, One Shop, Warehouse, Stable, Outbuildings, and Yards.
28 ^a	Ditto -	Samuel Smith -	John Smith and Mary Smith -	Shop, Dwelling House, Garden, and Yard.
29	John Frederick Lees and George Lees -	Ditto -	Ditto and James Hollinshead - Joshua Barber - Esther Smith - James Tattersall and Edward Wrigley -	Five Cottages, Bakehouse Outbuildings, and Yards.

N° on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
30	John Frederick Lees and George Lees -	Samuel Smith and Joseph Morton	John Schofield James Slater James Taylor George Entwisle Henry Whittaker Samuel Whitehead and John Warhurst	Seven Cottages, Yards, and Outbuildings.
31	Ditto -	-	-	Street.
32	Ditto -	James Fletcher, Thomas Ward, and James Whittaker, and the Executors of Samuel Smethurst, viz. Samuel Smethurst and Stewart Smethurst	James Whittaker and William Robertshaw	Two Cottages, Slaughterhouse, Hatter's Shop, Yard, and Land.
33	Ditto -	James Fletcher and the Executors of Samuel Smethurst, viz. Samuel Smethurst and Stewart Smethurst	James Bayley	Cottage, Brewhouse, Yard, and Land.
34	Ditto -	Ditto and Thomas Ward	John Wrigley and James Jackson	Two Cottages, Yards, and Land.
35	Ditto -	James Fletcher	Samuel Lees	Cottage and Yard.
36	Ditto -	Ditto and Thomas Ward	Joseph Fielding James Whitehead and George Hilton	Two Shops and Dwelling Houses, One Cottage, Outbuildings, and Yards.
37	James Whitehead, Henry Radcliffe, and James Radcliffe -	Thomas Ward	William Taylor Frederick Garlick and Robert Bardsley	Three Cottages, Outbuilding, Yard, and Garden.
38	John Frederick Lees and George Lees -	-	-	Street.
39	Ditto -	James Fletcher and Thomas Leicester	Thomas Leicester	One Shop and Dwelling House, Yard, and Outbuildings.
40	Ditto -	James Fletcher	James Fletcher John Arkwright James Taylor Untenanted James Wood and William Sutcliffe and Jeremiah Moss	Two Shops and Dwelling Houses, Beer House, Brewhouse, Hatter's Shops, Four Cottages, Yards, and Outbuildings.
41	James Whitehead, Henry Radcliffe, and James Radcliffe -	James Fletcher	James Fletcher	Lodge for Water and vacant Land.
42	John Frederick Lees and George Lees -	-	-	Street.
43	John Frederick Lees and George Lees -	John Clegg	John Clegg James Johnson and John Gornell	Dwelling House, Shop, Yard, Outbuildings, Garden, and Two Cellars.
44	Ditto -	George Thomas	Mary Lord Mary Jeffrey Frederick Garlick George Thomas Betty Winterbottom Untenanted, and Ashton Thomas	Three Cottages, Four Cellars, Yard, and Gardens.

No on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
45	John Frederick Lees and George Lees - }	Matthew Jackson - }	Robert Earnshaw - Mary Holt - Matthew Jackson - Abraham Wild - Thomas Griffiths - Martha Taylor - Randle Wild - William Thistle - John Hopwood - Jane Griffiths and - John Sprowell - }	Five Cottages, Five Cellars, Outbuildings, Yards, Gardens, and Land.
46	Alexander Radclyffe Sidebottom, Esquire }	John Lees Ainsworth, an Infant, and Richard Thompson - }	Richard Thompson - }	Lodge for Water, Plantation, Gardens, and Land.
49	John Frederick Lees and George Lees - }	William Bradbury - }	William Bradbury - }	Dwelling House, Stable, Cotton Mill, Warehouses, Offices, Engine House, Lodges for Water, Gardens, Outbuildings, Yards, and Land.
50	Ditto - - }	Ditto - - }	John Hulme - George Newton - William Dumville - Joseph Hurdle and - William Bardsley - }	Five Cottages.
51	Ditto and Elijah Hibbert - - }	- - - }	- - - }	Street.
52	John Frederick Lees and George Lees - }	John Lees - }	William Bradbury, and Hannah Robertshaw James Fidium and John Taylor, his Under-tenants, and Two untenanted - }	Five Cottages and vacant Land.
53	Ditto - - }	William Skellorn and Emery Skellorn and the Executors of Jacob Radcliffe, viz. Jacob Radcliffe, Henry Radcliffe, and Hannah Radcliffe - }	John Potter - James Holt - Robert Baker - Joel Ryley - Robert Tordoff - George Green and - William Green - }	Six Cottages, Yards, Stove, Road, and Land.
54	Ditto - - }	- - - }	- - - }	Street.
55	Ditto - - }	Kay Clegg and John Clegg - }	William Marsden - Jane Bullough - James Tetlow and - William Green, and - Three Cottages untenanted - }	Public House, Two Dwelling Houses, Brewhouse, Three Cottages, Yards, Outbuildings, and vacant Land.
56	Ditto - - }	- - - }	- - - }	Street.
57	Ditto - - }	Charles Bradbury - }	Charles Bradbury - }	Cotton Mill, Boiler House, Reservoir, Banks, and Yard.
57 a	Ditto - - }	James Tetlow - }	Charles Ashworth - Ellis Newton - William Tattersall - Joseph Fowden - Job Smethurst - Abraham Holt and - Thomas Jackson - }	Seven Cottages and Yard.

[Local.]

N° on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
57b	John Frederick Lees and George Lees - }	Daniel Dronsfield - }	John Kell - Betty Bradbury - John Riley - Daniel Hopwood - David Fletcher - John Pollard and William Pearce - }	Eight Cottages and Road to same.
57c	Ditto - - }	James Tetlow - }	John Moulton - Benjamin Bradley - John Boys - Betty Kay - John Bardsley and William Dyson - }	Six Cottages and vacant Land.
57d	Ditto - - }	Charles Bradbury - }	James Ashworth - Joshua Hollingworth - James Needham and John Holt - }	Four Cottages and Road.
58	Ditto and Elijah Hibbert - }	William Green & George Green }	William Green and George Green - }	Foundry, Brass Shop, Smithy, Cottage, and Yard.
59	Ditto - - }	- - - }	Ditto - - }	Pattern Shop, Dressing Shop, and Store Yard.
60	Ditto - - }	- - - }	John Mills - Frederick Potter and James Wrigley and James Barker and the said John Mills - }	Cotton Mill, Engine House, Turner's Shop, Smithy, Office, Lodge for Water, and Land. Cottage.
62	Ditto - - }	- - - }	James Barker - Frederick Bleasby - John Crawshaw - Frederick Potter and James Wrigley - }	Three Cottages, Cellars, Gardens, Road, and vacant Land.
63	John Frederick Lees and George Lees - }	John Butterworth and Selina his Wife and William Dean - }	Brierley Rhodes - John Lees - Amos Ogden - Samuel Hague - John Dixon - Ann Rostherne and John Butterworth - }	Seven Cottages, Gardens, Outbuildings, Yard, and Land.
64	Ditto Ditto - }	Executors of the late Samuel Lord, viz. Elizabeth Lord, William Lord, and Samuel Lord - }	Ellis Jackson - Isaac Ogden - Mary Bradley - James Bradley - Thomas Chadwick - Samuel Ward - John Whittaker and James Crossley - }	Eight Cottages, Two Hatters Shops, Gardens, Outbuildings, Yards, Road, and Land.
65	Ditto - - }	- - - }	William Green and George Green; and Ellis Jackson - Isaac Ogden - Mary Bradley - James Bradley - Thomas Chadwick - John Whittaker - James Crossley - Samuel Hague and John Dixon, their Under-tenants - }	Nine Gardens and Outbuildings.
66a	Ditto - - }	- - - }	John Frederick Lees and George Lees - }	Plantation.

No on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
67	John Frederick Lees and George Lees - }	- - - {	John Frederick Lees and George Lees }	Plantation.
68	Ditto - - - }	- - - {	Ditto - - - }	Ditto.
69	Alexander Radclyffe Sidebottom, Esquire }	John Lees Ainsworth, an Infant, and Richard Thompson - }	Richard Thompson -	Ditto.
74	Ditto - - - }	Ditto - - - }	William Scott -	Rope-walk, Sheds, and Road.
75	Ditto - - - }	Ditto - - - }	Richard Thompson -	Dam.
77	Joseph Jones, Esquire - - - }	- - - {	John Marsland -	Plantation.
79	Ditto - - - }	- - - {	William Jones and Daniel Priestley - }	Two Gardens.
80	Ditto - - - }	- - - {	Daniel Priestley - } James Ramsden and John Marsland - }	Two Cottages, Outbuildings, Garden, Plantation, and Road.
82	Ditto - - - }	- - - {	John Knott - } Pennannah Hopwood } Joseph Jones, Esquire } Jonathan Mellor - } Betty Jones - } Hannah Wainwright } and James Taylor - }	Gardens.
91	Brierley Rowland and Charlotte his Wife, and the Reverend Joseph Thompson Kirkbank and Mary Ann his Wife, and Joseph Jones, Esquire - - - }	- - - }	Joseph Jones, Esquire	Vacant Land.
92	Ditto - - - }	- - - {	James Needham - } George Glassbrook - } Mark Collins - } James Taylor - } Hiram Holden - } Thomas Fleming - } William Bryan - } James Bardsley - } Thomas Goolden - } Elijah Hollins and William Jones - }	Eight Cottages, Four Cellars, Kitchen, Land, and Shed.
93	Ditto - - - }	- - - }	Oliver Lawson -	Saw-pits and Timber Yard.
94	Ditto - - - }	- - - {	William Jones - } Thomas Taylor - } Mary Holt - } James Bardsley and Henry Houldsworth - }	Gardens.
99	Ditto - - - }	- - - }	Joseph Jones, Esquire	Plantation.
100	Ditto - - - }	- - - }	Ditto - - - }	Dwelling House, Gardens, Stable, Barn, Shippon, Coach-house, Outbuildings, and Yards.
103	Ditto - - - }	- - - {	Joseph Wainwright - } John Chadderton - } Sarah Newall - } Mary Taylor - } William Jones - } Joseph Jones, Esquire - } John Wainwright and Mary Clegg - }	Seven Cottages, Yards, and Outbuildings.
104	Ditto - - - }	- - - {	John Pierpoint Whitaker and Edward Walker - }	One Cottage, Cellar, Privy, and Land.

No on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
105	Joseph Jones, Esquire	- - -	John Marsland -	Timber Yard, Saw-pits, Shed, and Outbuilding.
106	Ditto - -	- - -	James Kershaw and John Whittaker -	Two Cottages, Gardens, Road, and Privy.
108	Ditto - -	- - -	Himself -	Occupation Road.
109	Ditto - -	Betty Knott -	Betty Knott and Samuel Cooke -	Two Cottages and Garden.
110	Ditto - -	- - -	James Mills -	Cottage and Garden.
112	Ditto - -	- - -	Joseph Jones, Esquire	Plantation.
113	Brierly Rowland and Charlotte his Wife, and the Reverend Joseph Thompson Kirkbank and Mary Ann his Wife	- - -	Thomas Brideoak and Betty Stopherd -	Coal-pit, Stable, Smithy, Counting-house, Road, Sheds, and Land.
114	Ditto - -	- - -	Ditto -	Garden.
116	Ditto - -	- - -	Themselves and Samuel Burrows and Thomas Handley -	Vacant Land, Road, and Pig-cotes.
117	Ditto - -	William Longley	Samuel Burrows - Thomas Handley - Richard Shuttleworth - William Evans - John Mellor - John Whitworth - Thomas Tilford and William Watson -	Eight Cottages, Outbuildings, and Land.
118	Ditto and Joseph Jones, Esquire -	- - -	- - -	Street.
119	Brierley Rowland and Charlotte his Wife, and the Reverend Joseph Thompson Kirkbank and Mary Ann his Wife	James Wild	James Mills - Joseph Collins - Joseph Mellor - John Child and John Newton -	Five Cottages, Five Gardens, Hatter's Shop, Pig-cotes, and Land.
120	Ditto - -	- - -	- - -	Street.
121	Ditto - -	James Mellor	Robert Yates and James Thornton -	Two Dwelling Houses, Coach-house, Stable, Cottage, Yards, Outbuildings, and Gardens.
122	Ditto - -	John Wild	Elijah Ogden - Mary Cliffe - John Cope - Hezekiah Beswick - John Mills - John Brabin and Robert Dalton -	Three Cottages, Four Cellars, Yards, and vacant Land.
123	Ditto - -	Joseph Buckley and William Buckley David Hayes and John Bancroft Samuel Earnshaw Stewart Smethurst Jonathan Holland John Kearsley James Mellor Abraham Crackle	Themselves -	Stables, Coach-sheds, Corn Warehouse, Yard, and Land.

No on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
124	Brierley Rowland and Charlotte his Wife, and the Reverend Joseph Thompson Kirkbank and Mary Ann his Wife, and Joseph Jones, Esquire - -	James Marks - James Schofield Edward Woodward - Joseph Senior - Samuel Buckley Thomas Cox - George Woodward - James Wild - James Worthington senior - James Worthington junior - Benjamin Rhodes Thomas Mellor William Leach, and James Whitworth -	David Hayes - William Francis - John Siddall - James Dalton - James Gibson - Betty Seddon - Christopher Peacock, and Abraham Taylor	Two Mechanics Shops, Windmill, Eight Cottages, and Yards.
125	Brierley Rowland and Charlotte his Wife, and the Reverend Joseph Thompson Kirkbank and Mary Ann his Wife -	The Trustees of the Union Building Society and John Hobson, Esquire, Mortgagee in Possession -	Peter Haigh - Joseph Schofield - William Wilson - Samuel Walkden - Solomon Kershaw - Jane Heslop - William Brooks - Barney Conelly - Joseph Heys - Abraham Fletcher - Hannah Wolfenden - John Greaves - Mary Mayall - James Canton - William Shaw - William Whitehead - Fanny Taylor - Joshua Wolstencroft - Hannah Garland - John Cooper - James Hellowell - Daniel Walker - Thomas Hellowell - John Lewis - Levi Mellor - William Longley - Martha Thornton - Joseph Scoles - John Stewart - James Jackson - Matthew Addy - Daniel Mellor and One untenanted	Public House, Billiard Room, Brewhouse, Stables, Yard, Nineteen Cottages, Twenty-one Cellars, Cart-shed, Yard, and Land.
126	Ditto - -	Ditto - -	In hand - -	Vacant Land.
127	Ditto - -	Ditto - -	- -	Street.
128	Ditto - -	Ditto - -	In hand - - John Cocker - John Canton - John Roylance - Moses Walsh - Archduke Scholes - Nicholas Warrington - Michael Mylett - Martha Walker -	Vacant Land.

[Local.]

N ^o on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
129	Brierley Rowland and Charlotte his Wife, and the Reverend Joseph Thompson Kirkbank and Mary Ann his Wife	The Trustees of the Union Building Society and John Hobson, Esquire, Mortgagee in Possession	Catherine Mills James Bentley Michael M'Ky Robert Hellawell James Smith Edward Mellor Radcliffe Whittaker Thomas Cocker Phenix Connelly Dan Jackson and Mary Farren	Ten Cottages, Ten Cellars, Outbuildings, Yard, Road, and Land.
130	Ditto, and the Devises in Trust of the late James Wilde, namely, William Hill, George Royle Chappell, Thomas Chappell, and John Worthington	- - -	Themselves	Street and vacant Land.
131	Ditto	- - -	In hand	Land.
130a	Brierley Rowland and Charlotte his Wife, and the Reverend Joseph Thompson Kirkbank and Mary Ann his Wife	- - -	Alexander Stockdale, and his Under-tenants George Garner John Bates James Mills Isaac Barnes Samuel Schofield and John Mills	Six Gardens and Road to same.
132	Ditto	- - -	Alexander Stockdale	Clay Pits.
133	Ditto	The Trustees of the Union Building Society and John Hobson, Esquire, Mortgagee in Possession	Alexander Stockdale Robert Hellawell Nanny Barker John Mellor and William Waterhouse	Gardens and Cowhouse.
134	Ditto	Ditto	Alexander Stockdale David Hayes and William Waterhouse	Gardens.
135	Ditto	- - -	Alexander Stockdale	Garden.
137	Ditto	- - -	Thomas Brideoak and Betty Stopherd	Road leading to Colliery.
140	Ditto	- - -	Ditto	Engine House, Coal-pit, Lodges for Water, and Land.
143	John Greaves, Esquire	- - -	George Emmott and James Taylor	Stack-yard.
149	Ditto	- - -	The Company of Proprietors of the Oldham Gas and Water Works	Occupation Road.
150	Ditto and the Company of Proprietors of the Oldham Gas and Water Works	- - -	Ditto	Yard and Outbuilding.
151	The Company of Proprietors of the Oldham Gas and Water Works	- - -	Themselves and George Emmott	Dwelling House, Office, Retort House, Purifying House, Condenser, Gasometers, Outbuildings, Yards, and Land.
152	John Greaves, Esquire	- - -	George Emmott	Two Gardens.
153	Ditto	- - -	The Company of Proprietors of the Oldham Gas and Water Works	Stack-yard

No on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
161	The Devises in Trust of the late George Nelson, viz. Joseph Robson Nelson Horatio Nelson - George Nelson - Jane Nelson and Elizabeth Frances Whitehead - -	- -	Holebottom Colliery Company, viz. Lees, Jones, and Company	Engine House, Drum-house, Coal-pit, Ginn, Land, and Lodge for Water.
163	Ditto - -	- -	Joseph Midgley - Samuel Kay and Joseph Buckley - Themselves and Holebottom Colliery Company, viz. Lees, Jones, and Company, and John Hilton -	Three Hatters Shops, Three Cottages, Outbuildings, and Land.
164	Ditto Ditto and James Collinge - -	- -	Holebottom Colliery Company, viz. Lees, Jones, and Company, and John Hilton -	Lodge for Water.
166	Robert Radclyffe, Esq. William Barlow, and James Whitehead -	- -	John Hilton - -	Ropery and Shed.
167	Ditto Ditto - -	- -	Ditto and Thomas Inman - William Stansfield - George Heywood - William Kaye - James Ogden - John Ormrod - John Kershaw - John Greaves - Benjamin Garside - George Crompton - Robert Kershaw - Isaac Saville - Thomas Spencer and Thomas Howard -	Gardens and Outbuildings.
168	Ditto and George Barlow, Abraham Clegg, and Sarah Dunkerley Clegg -	- -	The Holebottom Colliery Company and themselves -	Road leading to Coal-pits and Cottages.
170	Robert Radclyffe, Esquire, and George Barlow - -	- -	Holebottom Colliery Company, viz. James Lees, Esquire, Joseph Jones, Esquire, and others -	Coal-pit, Ginn, and Land.
174	Robert Radclyffe, Esquire, and George Barlow and William Barlow - -	John Calvert -	John Calvert -	Iron Foundry, Cottage, Outbuildings, Yard, and Land.
175	Robert Radclyffe, Esquire, and George Barlow - -	John Inchboard -	John Inchboard -	Chandlery and Land.
176	Ditto Ditto, and Abraham Clegg and Sarah Dunkerley Clegg his Wife - -	- -	John Garside - Jonathan Wain - James Brown - Samuel Whittle - John Saville - Sarah Broadbent - Thomas Spencer - Thomas Howard - Robert Hartley - Thomas Taylor - John Lees and Hannah Greenhalgh -	Twelve Cottages, Outbuildings, Yard, and Land.

No on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
177	Robert Radclyffe, Esquire, and George Barlow	-	William Stansfield - George Heywood - William Kaye - James Ogden - John Ormrod - John Kershaw - John Greaves - Benjamin Garside - George Crompton - Robert Kershaw - Charlotte Kenworthy - Isaac Saville - Edmund Howard - Francis Beswick - Margaret Maguire - Joseph Watkin - Martha Standing - Simon Mellor - Joseph Buckley - Martha Lomas - Robert Lees and John Crompton -	Twenty-two Cottages, Road, Yard, Outbuildings, and Land.
178	Robert Radclyffe, Esq. and George Barlow and James Whitehead, William Barlow, Abraham Clegg and Sarah Dunkerley Clegg his Wife	-	-	Street.
179	Robert Radclyffe, Esquire and Lucy Barlow	Richard Redfern	John Bayley - James Marchbank - Joseph Newby - James Tattersall - Thomas Schofield - William Hardaker - John Lees - Ann Bedford - Thomas Holt - Isaiah Stott - John Chadderton - Abraham Connard and Five unoccupied	Sixteen Cottages, Cellar, Yard, Outbuildings, and Land.
180	Ditto Ditto	William Weddell Murray	Thomas Inman	Public House, Brewhouse, Smithy, Yard, Outbuildings, and Land.
182	Reverend Richard Rainshaw Rothwell, Richard Rainshaw Rothwell, Esquire, and Abraham Clegg	Abraham Clegg, William Barlow, Elijah Hibbert, James Whitehead, and George Barlow	Abraham Clegg	Mill now erecting, Reservoir, and Land.
184	Reverend Richard Rainshaw Rothwell and Richard Rainshaw Rothwell, Esquire	Ditto	Trustees of the Manchester, Oldham, and Austerlands Turnpike Road, and Abraham Clegg	Gravel Pit, Land, and Smithy.
187	Robert Radclyffe, Esquire	Lucy Barlow and John Hanson	John Hanson - George Connard -	Shop, Dwelling Houses, Yards, and Land.
188	Ditto	Executors of George Halstead, viz. Hannah Halstead, Charles Harrop, John Wrigley	Joseph Bardsley - Paul Warburton and Hannah Halstead -	Two Shops and Dwelling houses, Public House, Outbuildings, and Yards.

No on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
190	Reverend Richard Rainshaw Rothwell, Richard Rainshaw Rothwell, Esquire, and Robert Radclyffe, Esquire -	Executors of George Halstead, viz. Hannah Halstead, Charles Harrop, John Wrigley -	James Milne - Samuel Harrison and Hannah Halstead -	Shop, Dwelling House, Cottage, Stable, and Land.
191	Reverend Richard Rainshaw Rothwell, Richard Rainshaw Rothwell, Esquire, and Abraham Clegg, William Barlow, Elijah Hibbert, James Whitehead, George Barlow, and Lucy Barlow -	Abraham Milne -	William Hudson and Hannah Kirkham -	Two Shops and Dwelling Houses, Outbuildings, Yards, and Land.
192	Reverend Richard Rainshaw Rothwell, Richard Rainshaw Rothwell, Esquire, and Abraham Clegg, William Barlow, Elijah Hibbert, James Whitehead, George Barlow, and Lucy Barlow -	John Halstead -	George Edward Cocks and Edward Lees -	Two Shops, Dwelling Houses, Outbuildings, and Yard.
193	Reverend Richard Rainshaw Rothwell, Richard Rainshaw Rothwell, Esquire, and Abraham Clegg, William Barlow, Elijah Hibbert, James Whitehead, and George Barlow -	Peter Roscoe -	John Ogden - Eliza Cocks - George Edward Cocks Peter Roscoe - Unoccupied - Samuel Taylor - James Dawson - and Jonathan Grundy -	Two Dwelling Houses, Five Cottages, Cellar, Wheelwright's Shop, Smithy, and Land.
194	Reverend Richard Rainshaw Rothwell, Richard Rainshaw Rothwell, Esquire	Abraham Clegg, William Barlow, Elijah Hibbert, James Whitehead, and George Barlow	Themselves (the Lessees) and the Trustees of the Manchester, Oldham and Austerlands Turnpike Road -	Gravel Pit and Land.
195	Ditto Ditto	Ditto Ditto	Trustees of the Manchester, Oldham, and Austerlands Turnpike Road -	Gravel Pit.
196	Reverend Richard Rainshaw Rothwell, Richard Rainshaw Rothwell, Esquire	Abraham Clegg, William Barlow, Elijah Hibbert, James Whitehead, and George Barlow	Themselves (the Lessees) -	Gravel Pit, Timber Yard, and Land.
197	Ditto Ditto	Abraham Clegg, William Barlow, Elijah Hibbert, James Whitehead, and George Barlow	Themselves (the Lessees) -	Gravel Pit and open Ground.
198	Ditto Ditto and Joseph Jones junior -	Ditto Ditto	Joseph Jones junior	Ditto Ditto.
199	Joseph Jones junior -	- - -	Ditto - -	Vacant Land.

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No on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
201	Reverend Richard Rainshaw Rothwell, Esquire, Abraham Clegg, and James Clegg	- - -	Betty Bentley and Alexander Taylor	Two Shops, Dwelling House, and Yards.
202	Reverend Richard Rainshaw Rothwell and Richard Rainshaw Rothwell, Esquire	Abraham Clegg	John Hall, Sarah Ann Cowper, Joseph Wharton and One unoccupied	Three Shops, Dwelling Houses, Yards, and Land.
203	Ditto Ditto	James Winterbottom, Abraham Clegg, William Barlow, Elijah Hibbert, James Whitehead, and George Barlow	Abraham Lees	Dwelling House, Shop, Out-buildings, and Yard.
204	Ditto Ditto	Henry Saville, Abraham Clegg, William Barlow, Elijah Hibbert, James Whitehead, and George Barlow	Henry Saville	Shop, Dwelling House, Stable, and Yard.
205	Ditto Ditto	James Winterbottom, Abraham Clegg, William Barlow, Elijah Hibbert, James Whitehead, and George Barlow	Ambrose Suthers	Dwelling House, Outbuildings, and Yards.
206	Ditto Ditto and Abraham Clegg	Abraham Clegg, William Barlow, Elijah Hibbert, James Whitehead, and George Barlow	Alexander Taylor and Abraham Clegg	Two Stables, Store Room, Yards, Land, and Out-buildings.
207	Ditto Ditto	Ditto Ditto	Sarah Ann Cowper, Joseph Grindrod, James Clegg and Abraham Clegg	Four Dwelling Houses, Out-buildings, and Yards.
208	Ditto Ditto and James Clegg, John Tullan, and Joseph Jones junior	- - -	- - -	Street.
209	Reverend Richard Rainshaw Rothwell and Richard Rainshaw Rothwell, Esquire	Abraham Clegg, William Barlow, Elijah Hibbert, James Whitehead, and George Barlow	Abraham Clegg	Land and Shed.
210	Ditto Ditto	Ditto Ditto	Thomas Jackson, Abraham Mort, Abraham Clegg, Wright Bentley and William Suthers	Four Cottages, Yard, Shed, Part of Timber Yard, and Land.

No on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
211	Reverend Richard Rainshaw Rothwell, Richard Rainshaw Rothwell, Esquire, and William Suthers -	Abraham Clegg, William Barlow, Elijah Hibbert, James Whitehead, and George Barlow -	Joseph Winterbottom } William Suthers - } Edmund Clegg - } James Clegg and } Robert Ashworth - }	Three Shops, Four Dwelling Houses, Joiner's Shop, Stable, Counting-house, and Part of Timber Yard, and Land.
213	Reverend Richard Rainshaw Rothwell, Richard Rainshaw Rothwell, Esquire, James Whitehead, Elijah Hibbert, and William Suthers -	- - -	- - -	Street.
214	Reverend Richard Rainshaw Rothwell, Richard Rainshaw Rothwell, Esquire, John Tullan, and William Suthers -	- - -	- - -	Ditto.
215	Reverend Richard Rainshaw Rothwell, Richard Rainshaw Rothwell, Esquire, and John Tullan -	- Ditto Ditto	Thomas Kershaw - } Lewis Healey - } Samuel Howard - } Jane Jones - } James Taylor - } John Tullan - } John Ashworth - } John Bentley - } Thomas Platt - } Timothy Whitehead } David Walton - } Thomas Tullan - } James Mills - }	Four Cottages, Joiner's Shop, Cotton Warehouse, Stables, vacant Land, and Five Dwelling Houses, Outbuildings, and Yards.
216	Reverend Richard Rainshaw Rothwell and Richard Rainshaw Rothwell, Esquire -	Ditto Ditto -	Themselves (the Lessees)	Vacant Land.
217	Reverend Richard Rainshaw Rothwell, Richard Rainshaw Rothwell, Esquire, and Abraham Clegg, Henry Platt, James Whitehead, and Elijah Hibbert -	- - -	- - -	Street.
218	Reverend Richard Rainshaw Rothwell, Richard Rainshaw Rothwell, Esquire, James Whitehead, and Elijah Hibbert -	Ditto Ditto	John Smith - } John Dawson - } Henry Suthers - } Mary Hanson - } William Cockcroft } and William Lees - }	Six Cottages, Stone-yard, Outbuildings, and vacant Land.
219	Reverend Richard Rainshaw Rothwell, Richard Rainshaw Rothwell, Esquire, and Abraham Clegg and Henry Platt -	Ditto Ditto	Abraham Clegg and } Elijah Hibbert - }	Vacant Land.

No on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
220	Reverend Richard Rainshaw Rothwell, Richard Rainshaw Rothwell, Esquire, and Abraham Clegg -	Ditto Ditto and Jonathan Ward	Jonathan Galloway - John Taylor - Jonathan Ward and John Goodwin -	Four Cottages and Land.
221	Ditto - - -	- - -	- - -	Street.
222	Ditto Ditto and Ditto	Abraham Clegg, William Barlow, Elijah Hibbert, James Whitehead, and George Barlow, and the Executors of Joseph Collins, viz. Jacob Dunkerley and Mary Whitehead, Wife of Gregory Whitehead -	John Wild - Charles Fray - Cuthbert Kershaw - William Wild and Gregory Whitehead -	Five Cottages, Timber Yard, Outbuildings, and Land.
223	Ditto Ditto and Ditto	Abraham Clegg, William Barlow, Elijah Hibbert, James Whitehead, George Barlow, and James Chadwick -	James Chadwick - William Challoner - Jonas Mills and George Knight -	Four Cottages, Two Gardens, Outbuildings, and Land.
223	Ditto Ditto Ditto	Abraham Clegg, William Barlow, Elijah Hibbert, James Whitehead, and George Barlow	Betty Bentley -	Stable, Slaughter-house, Yard, Hay-loft, Outbuilding, and Land.

PART THIRD;

Relating to the Halifax Branch.

N ^o on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
IN THE WEST RIDING OF THE COUNTY OF YORK.				
<i>The Township of Elland cum Greetland in the Parish of Halifax.</i>				
1	The Trustees of North Dean Wood, or King's Dean Wood, for the Poor of Elland cum Greetland	- - -	In hand	North Dean Wood, or King's Dean Wood.

The Township of Skircoat in the Parish of Halifax.

6	Proprietors of the Calder and Hebble Navigation	- - -	- - -	Canal, Two Canal Basins, Towing Paths, Bridge, Boathouse, and vacant Land.
7	Ditto	- - -	Themselves	Wood and Waste Ground.
8	Ditto	- - -	William Goodall	Lockhouse, Garden, Piggery, and Privies.
9	Ditto	- - -	- - -	Plantation.
11	The Governor and Trustees of Waterhouse's Charity	- - -	Adam Bird	Garden.
12	Ditto	- - -	Jeremiah Barstow and his Under-tenant Joseph Lockwood	Ditto.
14	Trustees of the Salter Hebble, Stainland, and Sowerby Bridge Turnpike Roads	- - -	James Shaw	Bankhouse Bar.
16	Proprietors of the Calder and Hebble Navigation	James Edward Norris, Esquire	John Slater and John Turner	Blacking Mill, Yard, Reservoir, Weir, and Goit.
17	Ditto	Ditto	Ditto	Occupation Road.
18	Ditto	- - -	- - -	Canal, Towing Path, Bridge, and woody Bank.
21	The Governor and Trustees of Waterhouse's Charity	- - -	John Slater and John Turner	Three Sheds and Stable.
22	Ditto	- - -	James Lockwood Ditto	Garden and Piggery. Cottage and Outbuilding.
23	Ditto	-	Jeremiah Barstow	Stable, Barn, Shed, and Yards.
			Adam Bird	Stable and Barn.
			Unoccupied	Cottage in Ruins.
			Jeremiah Barstow and his Under-tenant James Lockwood	Cart-shed.

[Local.]

15 H

N° on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
25	The Governor and Trustees of Water-house's Charity	- - -	Adam Bird	Beer Shop, Brewhouse, Piggery, Outbuildings, and Yard.
26	Ditto	- - -	Mary Lockwood	Cottage, Wheelwright's Shop, Garden, Yard, and Out-offices.
28	Ditto	- - -	Adam Bird	Garden and Orchard.
29	Ditto	- - -	Ditto	Garden and Land.
30	Ditto	- - -	In hand	Wood and Footpath.
31	Ditto	- - -	Surveyors of the Highways of the Township of Skircoat	Quarry.
34	Ditto	- - -	Adam Bird	Wood.
35	Ditto	- - -	Ditto	Garden.
36	Ditto	- - -	In hand	Wood.
38	Ditto	- - -	Ditto	Ditto.
39	Ditto	- - -	Adam Bird	Garden.
41	Ditto	- - -	Ditto	Ditto.
42	Ditto	- - -	Robert Fletcher	Garden.
43	Ditto	Matthew Oates	John Slater	Ditto and Outbuilding.
			James Haigh	House.
			Joshua Bray	House, Brewhouse, and Outbuildings.
44	Ditto	Ditto	John Slater	House, Two Yards, and Out-offices.
			Robert Fletcher	House and Garden.
			Abraham Bray	House, Garden, Stable, Yard, and Out-offices.
45	Ditto	Ditto	Ditto	Garden.
46	Ditto	- - -	William Denton and his Under-tenant	Field and Stack-yard.
			John Slater	
49	Proprietors of the Calder and Hebble Navigation	- - -	In hand	Wood.
50	Ditto	- - -	Ditto	Canal Basin.
51	Ditto	- - -	Ditto	Wharf, Bridge, Engine House, Smithy, Workshops, Offices, and Sheds.
52	Ditto	- - -	Ditto	Stable.
53	Ditto	- - -	Ditto	Warehouse.
54	Ditto	- - -	Ditto	Wharfs, Stables, Sheds, Workshops, and Occupation Road.
55	Ditto	- - -	Ditto	Canal Basin.
56	Ditto	- - -	Edward Bull	House, Garden, Yard, Piggery, and Out-offices.
57	Ditto	- - -	Francis Wrigley	House, Garden, Yard, and Out-offices.
			Thomas Sledding	Cottage and Piggery.
			John Hargreaves	Cottage
58	The Governor and Trustees of Water-house's Charity	- - -	George Haigh	Wash-house and Outbuilding common to these Tenants.
			Edward Haigh	
			Jeremiah Barstow	
			William Milner	Ditto, used as a Press Shop.
			Eli Sledding	Stable.
59	Ditto	- - -	William Denton and his Under-tenant	Two Gardens.
			Edward Haigh	
60	Ditto	- - -	William Denton and his Under-tenant	Garden and Two Summer Houses.
			James Pearson	
61	Ditto	- - -	Ditto	Two Gardens.

N ^o on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
62	The Governor and Trustees, of Water-house's Charity	-	William Denton and his Under-tenant William Fletcher	Garden.
63	Ditto	-	Ditto	Ditto.
65	Samuel Freeman and George Hammerton, Trustees under the Will of the late John Lees	-	William Nicholl	House, Yard, and Out-offices.
66	Isaac Goodall, Trustee under the Will of the late Sarah Lees	-	Abraham Haigh	Hay-shed, Stable, Mistal, and Outbuildings.
			Unoccupied	House.
			John Watson	Ditto.
			Unoccupied	Ditto.
			Richard Blackburn	House and Coal-house.
			Richard Lees	Chamber.
			Sarah Bottomley	Ditto.
67	John Holland, Esquire	-	Gershom Bintliff	Ditto.
			Unoccupied	Cottage.
			Gershom Bintliff	Ditto.
68	The Governor and Trustees of Water-house's Charity	-	Ditto	Shop, Cottage, and Warehouse.
			Richard Sledding	Cottage.
68	The Governor and Trustees of Water-house's Charity	-	George Sheard	Ditto and Pig-cote.
			William Denton and his Under-tenant Elizabeth Greenwood	Cottage, Garden, and Coal Place.
69	Ditto	-	William Denton and also	Methodist Chapel.
			John Slater	
			John Turner	
			Gershom Bintliff	
			Jeremiah Barstow	
			Joshua Idle	
			Richard Sledding	
70	Ditto	-	Samuel Tinkler, and John Lockwood their Under-tenant	Barn, Stable, Mistal, and Dung-yard.
			William Denton, and his Under-tenant and James Pearson	
			John Bottomley	
			Daniel Higgin	
			Unoccupied	
			John Lees	
			John Carter	
Ann Thompson				
72	John Holland, Esquire	-	William Haigh	Cottage, rough Gound, and Pig-cote.
			William Pickles	Cottage and Coal-house.
			Eli Sledding	Cottage.
			William Fletcher	Two Cottages, Weaving Shop, Coal-house, Pig-cote, and rough Ground.
76	John Lees, John Sunderland, James Sunderland, Thomas Sunderland, Sarah Sunderland, Martha Sunderland, and Langdale Marsden Sunderland	-	Robert Sutcliffe	Chamber.
				Privies common to all these Tenants.
77	Ditto	-	John Lees	Two Gardens, Summer House, and Privy.
			Thomas Firth	House, Stable, Piggery, Yards, and Outbuildings.

N ^o on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
78	John Lees, John Sunderland, James Sunderland, Thomas Sunderland, Sarah Sunderland, Martha Sunderland, and Langdale Marsden Sunderland	-	Thomas Firth and his Under-tenant George Sheard	Toll House.
79	Ditto	-	Thomas Firth	Mistal and Barn.
80	Ditto	-	Ditto	Garden.
81	Ditto	-	John Farrow	Ditto.
81 ^a	Ditto	-	Betty Priestley	Ditto.
82 ^c	Ditto	-	Henry Conway	House, Yard, Piggery, Privy, and Outbuildings.
84	Thomas Fletcher, Heir at Law of the late William Fletcher, Thomas Gallimore, and Mary Ann his Wife, late Mary Ann Fletcher, and Joseph Whiteley and George Whiteley, Devisees of the late John Whiteley, Mortgagees in Possession	-	Samuel Tinkler Mary Thompson Henry Greenwood Joshua Crossley Benjamin Blackburn William Corney Ditto, and his Under-tenant James Barstow William Denton, and his Under-tenant Jane Fleming William Denton and his Under-tenant James Pearson James Greenwood	Public House, Brewhouse, and Stable. House. Ditto. Ditto. Chamber, Coal-house, and Outbuilding. Chamber, Coal-house, and Pigstye. Chamber. Cottage and Privy. Beer Shop, Yard, Piggery, and Outbuildings. Stable.
87	The Governor and Trustees of Waterhouse's Charity	-	William Denton, and his Under-tenant Jane Fleming	Cottage and Privy.
88	John Thwaite and John Firth, Trustees of the late Thomas Ludlam Ramsden	-	William Denton and his Under-tenant James Pearson	Beer Shop, Yard, Piggery, and Outbuildings.
89	John Thwaite and John Firth, Trustees of the late Thomas Ludlam Ramsden, and the Earl of Scarborough as the Lord of the Manor	-	James Greenwood	House, Garden, and Yard.
90	The Earl of Scarborough as Lord of the Manor, and Elizabeth Lees	-	George Sharp Thomas Brier	House. Cottage, Yard, Coal-house, and Footway.
91	The Earl of Scarborough as Lord of the Manor, and Isaac Hartley	-	James Blackburn Unoccupied	Cottage. Ditto.
92	Ditto	-	Unoccupied	Cottage in Ruins.
93	James Pearson	-	Himself	Orchard.
94	The Earl of Scarborough as Lord of the Manor, and Thomas Fletcher, Heir at Law of the late William Fletcher, and Thomas Foulds, Mortgagee in Possession, and John Edwards, surviving Trustee for Sale	-	Samuel Kilburn John Kitson Joseph Drake Charles Pitchforth Joseph Garfitt Joseph Smith Henry Bottomley Thomas Crowther Susannah Hemmingway John Duckworth Francis Mitchell William Howgate Henry Mitchell	Cellar, Cottage. Ditto. Ditto. Cottage. Cottage and Piggery. Cottage. Cottage. Ditto. Cottage and Coal-house. Cottage, Coal-house, and Privy. Chamber and Privy. Ditto. Ditto.

No on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
96	Thomas Fletcher, Heir at Law of the late William Fletcher, Thomas Gallimore and Mary Ann his Wife, late Mary Ann Fletcher, and Joseph Whiteley and George Whiteley, Devisees of the late John Whiteley, Mortgagees in Possession	-	John Banforth	Stable and Cottage over.
97	Ditto	-	Samuel Tinkler Joseph Hirst Sarah Oates Joseph Rawcliffe	Gig-house, Stable, Mistal, Piggery, and Privy. House } Yard and Wash- Ditto } house common to Ditto } these Tenants.
98	Ditto	-	John Bottomley	Chamber, Garden, and Out-building.
99	Ditto	-	John Wood Samuel Tinkler	Ditto. Garden.
100	William Denton	-	Joseph Rawcliffe Samuel Garfitt	Ditto. Cottage and Pig-cote.
101	Ditto	-	Ellen Garfitt John Farrow James Turner	Cottage, Smithy, Shed, Garden, Yard, and Piggery. Cottage and Mistal } Wash-house, Cottage and Coal Place } Yard, and Cottage and Garden } Out-offices Ditto } common to these Tenants.
102	Mary Shaw	-	Abraham Bailey Mary Shaw	Inclosure.
103	Mary Shaw	-	Susan Tinker Mary Shaw Joseph Edwards John Turner	Cottage, Yard, Wash-house, and Garden. Ditto. Ditto. Ditto.
104	The Earl of Scarborough as Lord of the Manor and Edward Watson	-	Henry Horsfall	House, Garden, and Out-building.
105	Ditto	-	Joshua Idle John Hollowell	Combing Room. Beer Shop and Brewhouse.
106	The Earl of Scarborough as Lord of the Manor and Mary Shaw	-	Ditto	Mistal, Piggery, and Yard.
107	The Earl of Scarborough as Lord of the Manor and the Trustees of the Salter Hebble Union Sunday School	-	Mary Shaw	Mistal, Piggery, and Stack-yard.
110	The Earl of Scarborough as Lord of the Manor	-	Joshua Idle Joseph Edwards	Cottage. Joiner's Shop. Sunday School over the above Cottage and Joiner's Shop.
112	John Ingram, Esquire	-	Thomas Firth and his Under-tenant Elizabeth Walsh	Waste Ground and Quarry. Cottage, Garden, and Coal Place.
113	Ditto	-	Thomas Firth and his Under-tenant Charles Barrow-clough	Ditto.

[Local.]

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
124	Lady William Gordon	- - -	In hand - -	Wood.
139	Michael Stocks, Esquire	- - -	William Tate - -	Field or Garden.
144	Lady William Gordon	- - -	In hand - -	Wood.
146	Ditto - -	- - -	Abraham Haigh - -	Garden and Pond.
147	Ditto - -	- - -	Ditto - -	Farmhouse, Stable, Mistal, Gig-house, Leather Shop, Carding Room, Cart-shed, Outbuilding, and Yard.
148	Ditto - -	- - -	Abraham Haigh and his Under-tenant Thomas Broadbent - -	Cottage.
149	Ditto - -	- - -	Ditto - -	Garden and Shed.
151	Samuel Waterhouse and John Waterhouse, Esquires - -	- - -	Themselves - -	Finishing Rooms, Cart-sheds, Stable, and Outbuildings.
156	Lady William Gordon	- - -	Surveyors of the Highways for the Township of Skircoat - -	Quarry.
157	Joseph Bates	- - -	Himself - -	Plantation.
158	Ditto - -	- - -	Ditto - -	Ditto.
159	Ditto - -	- - -	Ditto - -	Private Carriage Road.
160	Ditto - -	- - -	Ditto - -	Field and Tenter-ground.
162	Ditto - -	- - -	Ditto - -	Pleasure Ground.
163	Ditto - -	- - -	Ditto - -	House, Coach-house, Stable, Mistal, Finishing-houses, Counting-house, Warehouse, Garden, Yard, and Outbuildings.
164	Ditto - -	- - -	Ditto - -	Plantation.
165	Ditto - -	- - -	Ditto - -	Ditto.
166	Ditto - -	- - -	Ditto - -	Ditto.
167	Ditto - -	- - -	Ditto - -	Ditto.
168	John Holdsworth, Esquire - -	- - -	Himself - -	Garden Plantation, Pleasure Ground, and Pond.
169	Ditto - -	Thomas Ramsden and Thomas Robson - -	Thomas Ramsden and Thomas Robson - -	Woollen Mill and Warehouse.
170	Ditto - -	- - -	George Fletcher - -	House.
171	Ditto - -	- - -	William Wilson - -	Ditto.
172	Ditto - -	- - -	Himself - -	Quarry.
172	Ditto - -	- - -	Daniel Carter - -	Cottage and Yard.
172	Ditto - -	- - -	Joseph Holt - -	Ditto.
172	Ditto - -	- - -	James Spencer - -	Ditto.
172	Ditto - -	- - -	Samuel Mitchell - -	Ditto.
172	Ditto - -	- - -	Thomas Sugden - -	Ditto.
172	Ditto - -	- - -	Thomas Whiteley - -	Ditto.
172	Ditto - -	- - -	John Simpson - -	Ditto.
172	Ditto - -	- - -	John Whittaker - -	Ditto.
173	Lady William Gordon or John Holdsworth, Esquire - -	- - -	Barbara Meadowcroft - -	Cottage and Coal Place.
173	Lady William Gordon or John Holdsworth, Esquire - -	- - -	John Holdsworth, Esquire - -	Rough Ground or Garden.
175	John Holdsworth, Esquire - -	- - -	Mark Riley - -	Two Chambers and Yard.
175	John Holdsworth, Esquire - -	- - -	James Firth - -	Chamber and Yard.
175	John Holdsworth, Esquire - -	- - -	James Shaw - -	Ditto.
175	John Holdsworth, Esquire - -	- - -	Thomas Webster - -	Two Chambers and Yard.
175	John Holdsworth, Esquire - -	- - -	Henry Ogden - -	Cottage and Yard.
175	John Holdsworth, Esquire - -	- - -	Henry Walton - -	Ditto.
175	John Holdsworth, Esquire - -	- - -	Henry Eastwood - -	Ditto.
175	John Holdsworth, Esquire - -	- - -	James Sugden - -	Ditto.
175	John Holdsworth, Esquire - -	- - -	Robert Walker - -	Ditto.
175	John Holdsworth, Esquire - -	- - -	Unoccupied - -	Ditto.
175	John Holdsworth, Esquire - -	- - -	Eli Mitchell - -	Ditto.

No on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
177	John Holdsworth, Esquire	-	Himself	Gas Works.
178	Ditto	-	Unoccupied	Cottage and Yard.
179	Ditto	-	Himself	Land and Gasometer.
180	Ditto	-	-	Worsted Mill (now erecting).
181	Ditto	-	Ditto	Worsted Mill, Engine House, and Dry-house.
182	Ditto	-	Thomas Hodgson	Cottage, Garden, and Pig-cote
			Unoccupied	Cottage
			Samuel Holmes	Ditto
			James Sugden	Ditto
			James Nutton	Ditto
			John Watkins	Ditto
			James Kershaw	Ditto
183	Ditto	-	Joseph Pickles	Ditto
			James Crossley	Lodge House
184	Ditto	-	Himself	House, Coach-house, Stable, Mistal, Coal-shed, and Out-buildings, with Yard, Pleasure Grounds, and private Carriage Road.
185	Ditto	-	Ditto	Croft.
186	Michael Stocks, Esquire	-	Ditto	Field and Shrubbery.
187	Ditto	-	John Holdsworth, Esquire	Field and Plantation.
188	Ditto	-	Himself	Field, Plantation, and Shed. House, Garden, Pleasure Ground, Summer House, Yard, Coal-house, and Outbuildings.
189	Ditto	-	Jeremiah Bottomley	House, Garden, Coal-house, Outbuilding, and Yard.
			James Fleming and his Under-tenant Joseph Morris	Ditto.
190	Ditto	-	James Fleming	Ditto.
			Himself	Barn, Stable, Shippon, Coach-house, and Yards.
191	Ditto	-	Judith Goodall	Cottage and Coal-house
			John Nuttall	Ditto
			James Haigh	Ditto and Pig-cote
			William Cockcroft	Cottage
			Hannah Milnes	Cottage and Yard.
192	Ditto	-	Thomas Windle	Cottage, Yard, and Piggery.
			John Windle	Cottage and Yard.
194	Ditto	-	James Fox	Beer Shop.
195	Ditto	-	Himself	Pleasure Ground and Rookery.
			Himself and Jeremiah Bottomley	Private Footway.
			James Fleming Joseph Morris	
196	Samuel Fielden Hartley	-	Himself	Drying-house, Garden, and Strip of Land.
197	Ditto	-	Ditto	Tenter-ground, Yard, and Piggery.
198	John Holdsworth, Esquire	-	Himself	Garden.
199	Ditto	-	Ditto	Field and Tenter-ground.
200	Stansfeld Rawson, Esquire	Henry Wright	John Fuller	Garden.

Yard, Wash-house, and Privies common to these Tenants.

Yard and Out-buildings common to these Tenants.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
202	Stansfeld Esquire Rawson, }	Henry Wright	John Fuller -	Barn, Stable, Shippon, Hayshed, and Yard.
			John Kellett -	Weaving-shop and Warehouse.
			Benjamin Throp -	Cottage, Garden, and Outbuildings.
203	Ditto - -	- -	Thomas Gaukroger -	Ditto and Yard.
			Betty Wilson and her Under-tenant	Cottage, Yard, and Outbuilding.
			George Ratcliffe -	
204	John Holdsworth, Esquire - - }	- -	Joseph Wilson -	Cottage, Garden, Yard, and Outbuilding.
			Himself -	Garden.
			Samuel Barrowclough	
			Mary Tate -	
			Henry Nutton -	
			Alice Hanson -	
			Thomas Beavers -	
			John Pearson -	
205	Stansfeld Esquire Rawson, }	- -	William Longbottom	Yard.
			John Hogg -	
			William M'Guire -	
			John Holdsworth, Esquire -	
			James Haigh -	
			Samuel Leicester and William Shaw -	
206	Ditto - -	- -	Samuel Barrowclough	Weaving-shop, Warehouse, and Piggeries behind.
207	Ditto - -	- -	Thomas Gaukroger -	Piggery.
208	Ditto - -	- -	Henry Nutton -	Ditto.
			Mary Tate -	Cottage and Coal-house.
209	Ditto - -	- -	Henry Nutton -	Cottage, Piggery, Coal Place, Garden, and Passage.
			Alice Hanson -	Cottage, Garden, Coal-house, and Pigstye.
210	Ditto - -	- -	Thomas Beavers -	Cellar, Cottage, Garden, and Wash-house.
			John Pearson -	Cottage, Yard, and Piggery.
211	Stansfeld Esquire Rawson, }	- -	Abraham Swift -	Garden.
212	Ditto - -	- -	Abraham Hoyle -	Ditto.
213	Ditto - -	- -	Samuel Rhodes -	Ditto.
214	John Holdsworth, Esquire - - }	- -	Samuel Barrowclough	House, Outbuildings, and Garden.
			John Hogg -	Beer House, Yard, and Outbuilding.
			Ditto and his Under-tenant William M'Guire -	House, Yard, and Coal-house.
215	Stansfeld Esquire Rawson, }	- -	William Longbottom	Cottage and Yard.
			John Holdsworth, Esquire, and his Under-tenants	Cottage, Yard, and Coal-house.
			James Haigh and Samuel Leicester and William Shaw -	Cottage and Yard.
			Ditto Ditto.	
216	Ditto - -	Henry Wright	Samuel Rhodes -	House, Shop, Warehouse, Yard, Pig-cote, and Coal-house.
			David Wadsworth -	Cottage, Yard, and Pig-cote.
217	Ditto - -	Ditto	John Fuller -	House and Outbuildings.
218	Ditto - -	Ditto	Ditto - -	Garden and Pleasure Grounds.

No on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
219	Samuel Fielden Hartley	-	Himself	Stable, Coach-house, Yard, and Piggery.
220	Ditto	-	Ditto	Cloth Warehouse, Press Shop, and Yard.
221	Ditto	-	Ditto	House, Garden, Yard, and Outbuildings.
224	Ditto	-	Ann Robinson	Cottage, Yard, and Coal Shed.
			Thomas Oldfield	Ditto Ditto.
			William Mitchell	Cottage.
			Unoccupied	Joiner's Shop, Cottage over same, Two Yards, and Outbuildings.
			Unoccupied	Cottage and Coal-house.

The Township of Southowram in the Parish of Halifax.

9	Proprietors of the Calder and Hebble Navigation	-	-	Canal Bank.
10	Ditto	-	-	Canal and Towing Path.
11	Ditto	-	-	Canal Bridge.
17	Samuel Waterhouse and John Waterhouse	-	Samuel Waterhouse and John Waterhouse	Woollen Mill, Yards, Passage, and Outbuildings.

The Township of Halifax in the Parish of Halifax.

5	Sir Charles Ibbetson	-	William Gaukroger	Public House, Yard, Coal Places, and Outbuildings.			
			George Brown	Cottage, Yard, and Outbuildings.			
			James Barrowclough and Thomas Barrowclough	Warehouse.			
			John Pritchard	Cottage, Yard, and Outbuildings.			
			Elizabeth Taylor	Ditto.			
			John Hanson	Beer Shop, Yard, and Outbuilding.			
			William Haigh, Lessee of William Forsyth's and Robert Pritchard's Cottages	William Forsyth	Cottage, Yard, and Outbuilding.		
				Robert Pritchard	Ditto.		
						Mary Harger	Ditto.
						Samuel Gill	Beer Shop, Yard, and Outbuilding.
6	Sir Charles Ibbetson	William Haigh	James Barrowclough	Cottage, Barn, Mistal, Wash-house, Garden, Yard, and Outbuilding.			
			Ditto and his Under-tenant John Thompson	Cottage, Yard, and Outbuilding.			
7	Ann Walker	-	Samuel Gill	Smithy and Stable.			
8	Ditto	-	William Throp	Cottage, Two Shops, Warehouse, Outbuildings, Greenhouse, and Yard.			
9	Ditto	-	Ditto	Nursery Garden.			
10	Ditto	-	Ditto	Greenhouse, Sheds, Mistal, Pig-cote, and Yard.			

[Local.]

15 K

No on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
11	Ann Walker - -	- - -	William Throp -	Nursery Garden and Garden Frames.
12	Ditto - -	- - -	Ditto - -	Garden and Brook dividing the Townships of Halifax and Skircoat.
13	Ditto - -	- - -	Ditto - -	Ditto.
14	The Trustees for improving the Township of Halifax and for supplying the same with Water -	- - -	- - -	Public Carriage Road called Water Lane.
15	Ditto - -	- - -	- - -	Ditto called Hunger Hill.
16	Ann Walker - -	James Ashworth and Martha Ashworth -	James Ashworth -	Street called Shaw Syke, Street called South Parade. House, Brewhouse, Wash-house, Yards, Garden, and Outbuilding.
17	Ditto - -	Ditto - -	Ditto - -	House, Yard, Garden, and Outbuilding.
18	Ditto - -	Ditto - -	Ditto - -	Garden.
19	Ditto - -	Ditto - -	James Ashworth -	Ditto.
21	Ditto - -	- - -	William Ramsbottom and his Under-tenant Edward Ramsbottom -	Cottage, Press House, Furnace, and Yard.
22	Ditto - -	Richard Reynolds Gregory and James Hoatson, Representatives of the late Elizabeth Jagger -	Mary Wainhouse -	Tenter Field.
23	Ditto - -	- - -	Edward Hibblethwaite -	Cottage
24	Sir Charles Ibbetson -	John Staveley -	Nancy Crabtree -	Ditto -
25	Ditto - -	Ditto - -	Henry Helliwell -	Ditto -
26	Ditto - -	Ditto - -	William Thornton -	Ditto -
27	Ditto - -	Ditto - -	Elias Lee -	Ditto -
28	Ditto - -	Ditto - -	Thomas Hill -	Ditto -
29	Ditto - -	Ditto - -	James Bardsley -	Ditto -
30	Ditto - -	Ditto - -	William Horsfall -	Ditto -
31	Ditto - -	Ditto - -	Charles Haigh -	Ditto -
32	Christopher Rawson, Esquire - -	- - -	John Mitchell -	Cellar -
			Lydia Kendal -	Cellar -
			Isaac Williamson -	Cottage.
			Betty Swain -	Ditto.
			John Crossley -	Cottage, Yard, and Piggery.
			John Staveley -	Tenter-ground.
			Ditto - -	Ditto.
			Ditto - -	Garden.
			Mrs. Maria Staveley -	House and Outbuildings.
			John Staveley -	Warehouse, Stable, Coach-house, Gig-house, Outbuildings, and Yard.
			Ditto - -	Garden and private Road.
			Ditto - -	Garden.
			Ditto - -	Dwelling House, Kitchen, and Outbuildings.
			Himself - -	Garden and Pleasure Ground.

PART FOURTH;

Relating to the Alteration of the Manchester and Leeds Railway and the Diversion of the River Calder.

N ^o on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
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In the Parish of Wakefield.

In the Township of Stanley otherwise Stanley cum Wrenthorpe.

48b	John George Smyth, Esquire	-	John George Smyth, Esquire	Willow Garth.
1	Lady William Gordon, John George Smyth, Esquire, and the Manchester and Leeds Railway Company, some or one of them	-	Aire and Calder Navigation Company	Navigable River Calder.
2	Lady William Gordon	-	Ditto and George Charlesworth	Towing Path.
3	Ditto	-	In hand	Plantation.
7	Ditto, or the Aire and Calder Navigation Company	-	The Aire and Calder Navigation Company	Kirkthorpe Dam.

In the Parish of Warmfield.

In the Township of Warmfield cum Heath.

1	John George Smyth, Esquire	-	Aire and Calder Navigation Company	Navigable River Calder.
2b	Ditto	-	In hand	Wood.
2c	Ditto	-	Ditto	Boathouse.
21	The Earl of Westmoreland	James Sharp, Thomas Barraclough, George Hanson, and Joshua Gomersall	James Sharp, Thomas Barraclough, George Hanson, and Joshua Gomersall	Land and Wharfs.
22	The Aire and Calder Navigation Company	-	The Aire and Calder Navigation Company	Navigable Canal called "Kirkthorpe Cut."
23a	Ditto, or Lady William Gordon	-	Ditto	Kirkthorpe Dam and the Cloughs, &c. thereto belonging.

PART FIFTH ;

Relating to the Station near St. George's Church.

No on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
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COUNTY PALATINE OF LANCASTER.

In the Township of Manchester in the Parish of Manchester.

26a	Manchester and Leeds Railway Company, Ebenezer Thomson, James Thomson, some or one of them, and the Manchester Police Commissioners - -	-	-	-	-	Portion of a Street, shown in the Plan now deposited, leading from Oldham Road to Saint George's Church, called Saint George's Street, comprised in an Inquisition taken by the Sheriff of Lancashire on the Second Day of February One thousand eight hundred and thirty-eight, and included within the dotted Lines.
25b	Manchester and Leeds Railway Company, Ebenezer Thomson, and James Thomson, some or one of them, and the Manchester Police Commissioners - -	-	-	-	-	Land lying on the North of the Plot of Land Number 25a, and One Half of the Streets or intended Streets co-extensive with the said Land.
25c	Ebenezer Thomson and James Thomson, some or one of them, and the Manchester Police Commissioners - -	-	-	-	Michael Collins - William Daniels - William Ainscough - Untenanted - Hannah Booth - Thomas Wagstaff and his Under-tenants - Michael Cogan - Peter Fields - John Kavanagh - William Wallwin -	All the Land, Dwelling Houses, Sheds, Outbuildings, and Erections, Yards, Streets and intended Streets, Openings, and Appurtenances, lying between the Plot of Land No. 25 a and Oldham Road, including the several Properties hereinafter enumerated; namely, Cottage. Cottage, Coal-yard, Stable, and Shed. House, Blacksmith's and Wheelwright's Shops, Outbuildings, and Yard. Stable and Yard. Cottage and Land. Cooper's Shop } Stone-yard } Yard and Cottage } Privy. Cottage, Machine House, Weighing Machine, Yard, and Privy.

No on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
25 d	Ebenezer Thomson and James Thomson, some or one of them	Samuel Wood and Elizabeth his Wife, and James Wood, some or one of them	Mary Royle	Besides the Property herein-after mentioned; namely, Cottage, Machine House, Weighing Machine, and Yard; and
25 e	Ditto	Samuel Garside	Samuel Coop James Ingham Christopher Harnold Thomas Bradbury Thomas Tabor Peter Hopwood James Horridge Terrance Read John Tonge Ditto and Abraham Ayres Charles Butterworth Samuel Garside Edward Loggen John Brierly	Cottage, Joiner's Shop, and Yard. Cottage and Yard. Cottage. Cottage, Yard, and Privy. Ditto Ditto. Ditto Ditto, and Hatter's Shop. Cottage, Yard, and Privy. Ditto. Ditto and Hay-shed. Stable, Cart-shed, and Yard, Cottage. Cottage, Yard, and Out-buildings. Cellar. Cellar.
26 b	Ebenezer Thomson and James Thomson, some or one of them, and the Manchester Police Commissioners	-	-	One Half of Street called Saint George's Street, so far as the same lies co-extensive with the Land comprised in Number 25c.
27 b	Ditto	-	James Howarth	Land lying on the North and North-east Side of the said Land Number 27 a, and One Half of Streets, or intended Streets, co-extensive with the said Land. All the Land, Buildings, Yards, Streets and intended Streets, Passages and Openings, lying between the Land Number 27a and Oldham Road, except the Police Station and the Land belonging thereto, but including the several Properties herein-after enumerated; namely, Cottage and Part of Yard not included in the Inquisition. Cottage and Shed, ditto. Rooms. Cottage, Yard, and Shed. Cellars and Shed. Cottage. Cottages. Cottage and Cellar. Cottage, Yard, and Cellar, Cottage and Yard,

[Local.]

N° on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
27 c	Ebenezer Thompson and James Thompson, some or one of them, and the Manchester Police Commissioners	-	John Whittaker - Thomas Bradley - Ditto, and Catherine Coustelow } Alexander Martin - } Thomas Fouldes and his Under-tenant } John Kirkham - } Thomas Fouldes - } George Till - } Jonathan Finn - } Henry Smith - } Robert Whittaker - } Margaret Hudson - } Bernard M'Tague - } John Turner - } John Connelly - } William Taylor - } John M'Cullough - }	Cottage and Yard. Ditto. Cottage. Rooms. Timber Yards, Saw-pits, Counting-house, and Sheds. Cottage, Cellar, Hay-shed, and Yard - - } Cottage, Yard, and Privy - - } Ditto - - - } Ditto - - - } Ditto - - - } Ditto - - - } Ditto - - - } Ditto - - - } Ditto. Ditto. Part of Cottage and Yard. Cottage, Wheelwright's Shop, Saw-pit, Smithy, Timber Yard, Sheds, and Out-buildings.
27 d	Ebenezer Thompson and James Thompson, some or one of them	John Camplin	John Camplin - Ditto and James Wolstenholme }	Stables, Yard, and Land. Coal-yard, Stable, and Land.
30	Henry Taylor, or the Heir at Law and Devisees of the late Thomas Whitehead, namely, Jonathan Whitehead, Ann Whitehead, Edmund Whitehead, and John Whitehead, some or one of them	-	James Mackey - } Simon Lynch - } Patrick Coote - } John Gorbutt - } Margaret Crowley - } John Larkin - } Ann Ray - } Hannah M'Abe - } Patrick Finnigan - } William Jones - } James M'Avoy - }	Cottage and Yard } Cottage - } Ditto - } Ditto - } Ditto - } Cellar - } Cottage - } Ditto - } Ditto - } Cellar - }
31	George Morley senior, George Morley junior, and John Hull, Trustees of the late Richard Bealey and Benjamin Joule, some or one of them	-	Samuel Whittaker - } Edward M'Ghie - } Michael M'Carwell - }	Common Yard and Half of opening or intended Street co-extensive with these Cottages, and Land. Clock Face Public House, Stables, Malt-room, Brew-house, Out-buildings, and Yard - - } Cottage - - } Cottage - - }
32	Henry Taylor and Peter Scales	-	Joseph Timperley - } William Mullholland } John M'Inally - }	Cottage, Shop, Yard, and Privy } Cellar - - } Cottage and Yard }

N° on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
32 ^a	William Winstanley, M.D., Trustee of the late Michael Bentley, and Peter Scales	-	Mary Collingwood - Timothy Magarey - Thomas George Stott - Mary M'Daniels -	Cottage and Yard. Cottage and Land. Cellar. Shop, Yard, Privy, and Land.
33	William Winstanley, M.D., Trustee of the late Michael Bentley, and Samuel Horne	-	Elizabeth Tonge - John Almond - Ditto and David Meadowcroft - Owen Jones - Ashton Fletcher - James Coghlin - Catherine Evans - Patrick M'Cann - Hugh M'Corven - Thomas Smallman -	Shop, Cottage, Yard, and Privy - Ditto - Cellar - Shop, Cottage, Yard, and Privy - Ditto - Cellar - Ditto - Cottages - Cottage - Ditto -
34	William Winstanley, M.D., Trustee of the late Michael Bentley, and James Fielden	-	Hugh O'Neil - Ann Rushton - Margaret Doneghin - John Clubberin - Empty -	Cottage and Loom-house - Cottage - Ditto - Ditto - Ditto -
35	William Winstanley, M.D., Trustee of the late Michael Bentley, James Fielden, and George Hayes	-	Peter M'Cann - Thomas Barlow -	Cottage } Privy, Yard, and Ditto } Land.
36	William Winstanley, M.D., Trustee of the late Michael Bentley, James Fielden, and John Marris	-	William Coombs - John Conroy - Empty - Benjamin Redfern - Joseph Hopwood -	Cottage - Cellar - Cottage - Cellar, Smithy - Cottage -
37	William Winstanley, M.D., Trustee of the late Michael Bentley; and the Devises of the late Sarah Boond, namely, Maria Boond, Mary Cowsill, Martha Boond, Eliza Leeson, Caroline Cowsill, Harriet Boond, and Jane Boond; and John Law and Thomas Makin Fisher, Mortgagees in Possession	-	Patrick Tuna - John Dunn - Philip M'Kenzie - Thomas Roake - George Howard -	Cottage and Yard - Ditto and Pig-cote - Ditto and Coal-yard - Cottage and Yard - Cottage -
38	William Winstanley, M.D., Trustee of the late Michael Bentley, and George Mercer and Samuel Kershaw, Trustees of the late John Ainsworth	-	Thomas Davies - Henry Cardwell - Margaret Ritchie and her Under-tenant - James Welsh - Margaret Ritchie -	Cottage } Cottage } Cottage } and } Land } Yard and Land. Chemical Works, Sheds, Stable, Yard, and Land.

Half of Court called Larkin's Court, Passage, and Land.

No on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.		
39	William Winstanley, M.D., Trustee of the late Michael Bentley, and John Barton	-	Thomas Rippet -	Cottage	Court called Nadin's Court, Passage, Privy, and Land.	
			James M'Annally -	Ditto		
			Henry Brabson -	Ditto		
			Rachael Baxendale and Richard Burns -	Ditto		
			Owen Roake -	Ditto		
			John Conor -	Ditto		
			Matthew Condron -	Ditto		
			Percival O'Brien -	Ditto		
			Patrick Gough -	Ditto		
			Thomas Coster -	Ditto		
			Elizabeth Armstrong -	Ditto		
			Thomas Carroll -	Ditto		
			Thomas Legg -	Cottage		
			John Norcliffe -	Ditto		
40	William Winstanley, M.D., Trustee of the late Michael Bentley, and Green Smart	-	Sarah Swinfield -	Ditto	Court called Smart's Court, and Privies and Land.	
			Thomas M'Dermott -	Ditto		
			Daniel Lynch -	Ditto		
			Dennis Quin -	Ditto		
			James Archer -	Ditto		
			Peter Toole -	Ditto		
			James Ward -	Cottage, Pig-cote, Privy, Yard, and Land.		
			41	Ditto and Joseph Makin		-
42	William Winstanley, M.D., Trustee of the late Michael Bentley, and Green Smart, Joseph Makin, and Benjamin Smith	-			-	
			43	William Winstanley, M.D., Trustee of the late Michael Bentley; and Richard Gelson Duck and Robert Duck, Trustees of the late Robert Duck, and John Whitham		-
Patrick Doyle -	Ditto					
John Kelly -	Ditto					
Patrick Connelly -	Ditto					
James Doyle -	Ditto					
Lewis Moore -	Ditto					
Bernard Doharty -	Ditto					
Ellen Little -	Ditto					
44	William Winstanley, M.D., Trustee of the late Michael Bentley; and Richard Gelson Duck and Robert Duck, Trustees of the late Robert Duck	-	-	John Burgess -	Coal-yard and Land.	
				45	Ditto and John Whitham	-
John Cox -	Ditto.					
John M'Manus -	Ditto.					
William Stewart -	Ditto.					
John Murray -	Ditto.					
James Oberien -	Ditto.					
James Gallagher -	Ditto.					
John Stubbs -	Ditto.					
46	William Winstanley, M.D., Trustee of the late Michael Bentley; and Richard Gelson Duck and Robert Duck, Trustees of the late Robert Duck	-	-	In hand -	Land.	

No on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
47	William Winstanley, M.D., Trustee of the late Michael Bentley; and Richard Gelson Duck, and Robert Duck, Trustees of the late Robert Duck	James France and Richard Boardman	James France Richard Boardman	Reservoirs and Land.
48	The Manchester Police Commissioners	-	-	Lees Street.
49	William Winstanley, M.D., Trustee of the late Michael Bentley, and Martha Roberts	-	Mary Ann Smith John Wright James Slack John Greathead Joseph Ogden Patrick Towey Thomas Ford Thomas Singleton William Bullock William Clegg Ditto and his Under-tenant Matthew Exley	Cottage and Land. Cottage, Privy, Yard, and Land Ditto Ditto Ditto Ditto Cellar Ditto Ditto House, Privy, and Yard Ditto Ditto Shop, ditto Rooms
50	William Winstanley, M.D., Trustee of the late Michael Bentley, and Joseph Patchett	-	James Young George Atkin William Torkington Joseph Patchett and his Under-tenant George Gillett Joseph Patchett George Gillett and his Under-tenant James Hinde	Cellar Ditto Ditto Saracen's Public House, Outbuildings, and Yard Liquor Vaults Stable
51	Henry Charles Lacy and George Rowbottom	-	Rees Lloyd	Cottage, Shop, Slaughterhouse, and Land.
52	Ditto and John Lavery	-	John Wardle Thomas Coultherd Richard Birch George Goodman Richard French Peter Lowe George Tennant Thomas Lynch Cornelius Rourke	Cottage Ditto Ditto Ditto Cellar Ditto Cottage Ditto Cellar
53	Henry Charles Lacy and Edward Steel	-	John Robinson Edward Shone John Bright George Wilson James Oddie John Donally Joseph Taylor Daniel Youell	Ditto Ditto Ditto Cellar Cottage Ditto Ditto Ditto Cellar
54	Henry Charles Lacy and Hannah Richardson	-	Unoccupied David Hickey Thomas Abbott Edward Hughes Edward Coakley William Fitzgerald Mary Howard James Booth	Ditto Ditto Cottage Ditto Ditto Ditto Ditto Ditto and Cellar Cottage

[Local.]

15 M

Yard, Privy, and Land.

N° on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
55	Henry Charles Lacy and George Rowbottom, John Lavery, Edward Steel, and Hannah Richardson	-	-	One Half of intended Street.
56	The Bishop of Ely and Edward Connell, Assignee of William Dakin, a Bankrupt, and Edward Hilton, Mortgagee	-	Untenanted	Glass Works, Counting-house, Rooms, Furnace, Engine House, Sheds, Outbuildings, Yards, Roads, and Land belonging to the same.
57	The Bishop of Ely and James Butterworth	-	Rosannah Donally Ann Hall James M'Kittrick	Cottage, Garden, Yard, and Privy - Ditto - Ditto -
58	George Leigh	-	Mary Leigh - John Bannister Joseph Collier	Cottage, Garden, Yard, and Privy - Ditto - Ditto -
59	The Manchester Police Commissioners	-	-	Oldham Road.
60	Ditto	-	-	Moor Street.
61	Ditto	-	-	Saint George's Road.

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