



ANNO SEPTIMO & OCTAVO

# VICTORIÆ REGINÆ.

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## Cap. lxxxiii.

An Act to enable the *Sheffield, Ashton-under-Lyne, and Manchester Railway Company* to make a Branch Railway to *Ashton-under-Lyne* and *Stalybridge*; and to alter and enlarge the Powers of the said Company. [19th July 1844.]

WHEREAS an Act was passed in the Seventh Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for making a Railway from Sheffield in the West Riding of the County of York to Manchester in the County of Lancaster*: And whereas another Act was passed in the Session held in the Fifth and Sixth Years of the Reign of Her present Majesty Queen *Victoria*, intituled *An Act to alter and amend some of the Provisions of the Act relating to the Sheffield, Ashton-under-Lyne, and Manchester Railway*: And whereas another Act was passed in the last Session of Parliament, intituled *An Act to increase the Capital of the Sheffield, Ashton-under-Lyne, and Manchester Railway Company, and to alter and enlarge the Powers of the said Company*: And whereas it is expedient that the said Company should be authorized to construct a Branch Railway from the *Ashton* Station of the said Railway to *Ashton-under-Lyne* and *Stalybridge*, and that some of the Powers and Provisions of the recited Acts should be

7 W. 4. &  
1 Vict. c. 21.  
5 & 6 Vict.  
c. 18.  
6 & 7 Vict.  
c. 9.

[Local.] 47 B amended,

amended, extended, and enlarged; but the Objects aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the 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 Provisions, Matters, and Things contained in the said recited Acts, so far as the same are now unrepealed, and except such of them as are by this Act or any Statute repealed, altered, or otherwise provided for, and the Provisions, Matters, and Things so altered or otherwise provided for, shall extend to this Act, and shall operate with respect to the Purposes of this Act as fully and effectually as if the same Provisions, Matters, and Things were repeated and re-enacted in this Act with reference to such Purposes.

Extending Powers of former Acts to this Act.

Power to raise an additional Sum of Money by Subscription.

II. And be it enacted, That it shall be lawful for the said Company to raise by creating new Shares, in addition to the Sums of Money which they are authorized to raise by virtue of the said recited Acts or either of them, any further Sum of Money not exceeding in the whole the Sum of Ninety-one thousand Pounds.

New Shares to be considered the same as original Shares.

III. And be it enacted, That the Capital so to be raised by the Creation of new Shares shall be considered as Part of the general Capital of the Company, and shall be subject to the same Provisions in all respects, whether with reference to the Payment of Calls, or the Forfeiture of Shares on Nonpayment of Calls, or otherwise, as if it had been Part of the original Capital, except as to the nominal Amount or Value of such Shares, and the proportionate Dividends thereon respectively, and except also as to any special Advantages in favour of or other Regulations in relation to such Shares which may be resolved on by any General or Special General Meeting of the said Company, and except as to the Amount and Time of making and of Payment of Calls on such new Shares, which the Directors of the said Company shall fix from Time to Time as they shall think fit.

If old Shares at a Premium, new Shares to be offered to original Shareholders.

IV. And be it enacted, That if at the Time of the Creation of such new Shares the then existing Shares of the Capital Stock of the Company, or any of them, be at a Premium, or of greater actual Value than the nominal Value thereof, then the Sum so to be raised shall be offered to the then Shareholders in proportion, as nearly as can be conveniently done, to the then existing Shares held by them respectively; and such Offer shall be made by Letter under the Hand of the Secretary given to or sent by Post to each Shareholder, or left at his usual or last Place of Abode, or addressed to his last Address appearing in the Register Book of Shareholders, of which Letter having been so given or sent the Certificate of such Secretary shall be conclusive Evidence; and such new Shares shall vest in and belong to the Shareholders, who shall accept the same, and pay to the Company the Price at which the same were allotted to them at the Times and by the Instalments which shall be fixed by the Company; and if any Shareholder fail for One Month after such Offer of such new Shares to accept the same, or to pay any of the Instalments

ments called for in respect thereof, it shall be lawful for the Company to dispose of such Shares to any Party willing to become the Purchaser thereof for such Sum as the Company can obtain for the same, or otherwise as they shall think proper.

V. And be it enacted, That if at the Time of the Creation of such new Shares any of the existing Shares of the Capital Stock of the Company be not at a Premium, then such new Shares may be of such nominal Amount or Value, and may be issued in such Manner, and at such Price, and with such Preference or Priority in the Payment of Dividends or of Interest over the other Shares or any of them in the Company, or with such other Advantages, as shall be determined upon at any Special General Meeting of the said Company: Provided nevertheless, that if the said Company shall determine to assign to such new Shares any Preference or Priority of Dividend, or to issue the same at less than the nominal Value thereof, or to give any other Privilege or Advantage to the Proprietors of such Shares over the Proprietors of the original or any other Shares in the Company, then the Shares so to be created shall be disposed of in the same Manner as herein-before directed in the event of the then existing Shares or any of them being at a Premium at the Time of the Creation of such new Shares.

If not at a Premium, to be issued as the Company think fit.

VI. And whereas by the first of the said recited Acts the said Company are authorized to raise in the whole the Sum of Seven hundred thousand Pounds in Shares, and to borrow on the Credit of the said Undertaking the Sum of Two hundred and thirty-three thousand Pounds, and by the last of the said recited Acts the Company are authorized to raise a further Sum of Four hundred and fifty thousand Pounds in Shares, and to borrow on the Credit of the said Undertaking a further Sum of One hundred and fifty thousand Pounds; be it enacted, That after One Half of the said Sums by this and the said first and last recited Acts authorized to be raised by Shares shall have been paid up, it shall be lawful for the Company to borrow on Mortgage such Sums of Money as shall from Time to Time be authorized to be borrowed by Order of a General Meeting of the Company, not exceeding in the whole (exclusive of the Sum authorized to be borrowed by the said recited Acts, and the Power to borrow which it is declared shall not be prejudiced by this Act,) the Sum of Thirty thousand three hundred and thirty-three Pounds, and to secure the Repayment of the Money so borrowed, with Interest, by Mortgage of the Undertaking as by the said first-recited Act mentioned, and, if they so think fit, of the future Calls or any of them to be made on the Shareholders.

Power to borrow Money.

VII. And be it enacted, That if, after having borrowed any Part of the Money so authorized to be borrowed on Mortgage, the said Company shall pay off the same, it shall be lawful for them again to borrow the Amount so paid off, and so from Time to Time; but such Power of reborrowing shall not be exercised without the Authority of a General Meeting of the Company, unless the Money be so reborrowed in order to pay off any existing Mortgage.

Reborrowing.

VIII. And

Mortgages.

VIII. And be it enacted, That every Mortgage for securing Money borrowed by the Company under the Powers of this Act shall be by Deed, under the Common Seal of the Company, duly stamped, and wherein the Consideration shall be truly stated; and every such Mortgage may be according to the Form prescribed by the said first-recited Act, or to the like Effect.

Rights of Mortgagees.

IX. And be it enacted, That the respective Mortgagees shall be entitled one with another to their respective Proportions of the Tolls, Sums, Premises, and future Calls (if any) comprised in such Mortgages, according to the respective Sums in such Mortgages mentioned to be advanced by such Mortgagees respectively, and to be repaid the Sums so advanced, with Interest, without any Preference one above another by reason of Priority of the Date of any such Mortgage, or of the Meeting at which the same was authorized, or on any other Account whatsoever.

Mortgages under former Acts to have Priority.

X. Provided always, and be it enacted, That all Mortgages already entered into under the Powers of the said recited Acts or either of them shall, during the Continuance thereof, have Priority over any Security by this Act authorized to be given.

Transfers of Interest to be stamped.

XI. And be it enacted, That the Interest on any such Mortgage shall not be transferrable, except by an Instrument duly stamped.

Mortgages or Transfers of Mortgages to be by Deed duly stamped.

XII. Provided always, and be it enacted, That every Mortgage or other Security for Money, and every Transfer of any Share, Mortgage, or other Security, to be granted or made by virtue of this or the said recited Acts, shall be by Deed duly stamped, wherein the Consideration for the same shall be truly stated, any thing herein or in the said recited Acts contained to the contrary notwithstanding.

Power to convert Loan into Capital.

XIII. And be it enacted, That it shall be lawful for the Company, if they think fit, to raise the additional Sum so authorized to be borrowed, or any Part thereof, by creating new Shares of the Company, of such nominal Value, at such Price, and with such Advantages as they may think fit, instead of borrowing the same; or, having borrowed the same, it shall be lawful for them to continue at Interest only a Part of such additional Sum, if they so think fit, and to raise the Remainder thereof, or any Part of the Remainder thereof, by creating new Shares of the Company in manner aforesaid; but no such Augmentation of Capital shall take place without the previous Authority of a General Meeting of the Company called for the Purpose.

Payment of Subscriptions before Call.

XIV. And be it enacted, That the Company may, if they think fit, receive from any of the Shareholders willing to advance the same all or any Part of the Monies payable upon their respective Shares beyond the Sums actually called for; and upon the Monies so paid in advance, or so much thereof as from Time to Time shall exceed the

the Amount of the Calls made upon the Shares in respect of which such Advance shall have been made, the Company may pay Interest at such Rate, not exceeding Six Pounds *per Centum per Annum*, as the Shareholders paying such Sum in advance and the Company shall agree upon.

XV. And be it enacted, That the Proprietors of any new Shares created under the Powers of this Act shall be entitled to such Number of Votes in respect thereof as the nominal Amount represented by such Shares would have entitled them to if such Shares had been original Shares in the said Undertaking; and no Proprietor shall be entitled to any Vote unless possessed of some Share or Shares representing One hundred Pounds at least Capital Stock of the Company.

As to Votes of Proprietors of new Shares.

XVI. And whereas the Capital of the said *Sheffield, Ashton-under-Lyne, and Manchester* Railway Company is divided into separate Shares of fixed Amount, but it is expedient that such Provision should be made for the Consolidation of the said Shares as hereinafter expressed; be it therefore enacted, That it shall be lawful for the said Company, with the Consent of the Votes of Three Fifths of the Proprietors present, in Person or by Proxy, at any Special General Meeting of the said Company convened for the Purpose, from Time to Time to cause all or any Proportions or Classes of the Shares then existing in the Capital of the said Company to be converted or consolidated into Capital Stock, divisible into and transferrable in any Amounts, and whether of One or more than One Denomination, at such Time or Times, and under such Terms and Conditions, and particularly as to the Dividends, whether fixed or rateable, to be received by the Holders of such Stock, or of any Denominations thereof respectively, out of the Profits of the said Undertaking, as shall be determined at such Meeting.

Power to consolidate Shares into Stock.

XVII. And be it enacted, That after such Conversion or Consolidation shall have taken place all the Provisions contained in the several Acts in force relating to the said Company, which require or imply that the Capital of the said Company shall be divided into Shares of any fixed Amount, and distinguished by any Numbers, shall, as to so much of the said Capital as shall have been so converted or consolidated, cease and be of no Effect; and the several Proprietors of such Consolidated Stock may thenceforth transfer their respective Shares or Interests therein, or any Parts of such Shares or Interests, in the same Manner, and subject to the same Regulations and Provisions, as or according to which the former Shares of the Capital of the said Company, for which such Consolidated Stock shall have been substituted, might have been transferred under the Acts in force relating to the said Company, except so far as such Regulations and Provisions may be altered by the Vote of such General Meeting as aforesaid, or of any Special General Meeting of the said Company convened for that Purpose; and the said Company shall cause an Entry to be made in some Book to be kept for that Purpose of every such Transfer.

Proprietors of Stock may transfer the same.

Form of  
Transfer of  
Stock.

XVIII. And be it enacted, That the Transfer of Shares in the said Consolidated Stock shall be by Deed duly stamped, in which the Consideration for the same shall be truly stated, and may be in the following Words or to the like Effect; (that is to say,)

‘ I *A. B.* of \_\_\_\_\_ in consideration of the Sum  
 ‘ of \_\_\_\_\_ Pounds paid to me by *C. D.* of \_\_\_\_\_  
 ‘ do hereby transfer to the said *C. D.* \_\_\_\_\_ Pounds Conso-  
 ‘ lidated [*and if the same shall be of any particular Denomination*  
 ‘ *insert the Name*] Stock of and in the Undertaking called the  
 ‘ *Sheffield, Ashton-under-Lyne, and Manchester* Railway, standing in  
 ‘ my Name in the Books of the Company [*or Part of the Stock*  
 ‘ standing in my Name in the Books of the Company], to hold unto  
 ‘ the said *C. D.*, his Executors, Administrators, or Assigns, [*or Suc-*  
 ‘ cessors and Assigns,] subject to the several Conditions on which I  
 ‘ held the same immediately before the Execution hereof; and I the  
 ‘ said *C. D.* do hereby agree to accept and take the said Stock,  
 ‘ subject to the Conditions aforesaid. As witness our Hands and  
 ‘ Seals, the \_\_\_\_\_ Day of \_\_\_\_\_ ’

Register  
Book to be  
kept of Con-  
solidated  
Stock.

XIX. And be it enacted, That the said Company shall from Time to Time, after such Consolidation as aforesaid, cause the Names of the several Parties interested in the said Consolidated Stock, with the Amount of the Interest therein possessed by them respectively, to be entered in a Book to be kept for the Purpose, and to be called “The Register Book of Proprietors of Consolidated Stock,” which Book shall be accessible at all reasonable Times to the several Proprietors in the said Undertaking.

Proprietors  
of Stock to  
be entitled  
to Dividends,  
&c. in pro-  
portion to  
their In-  
terests.

XX. And be it enacted, That the several Proprietors in the said Consolidated Stock shall be entitled to participate in the Dividends and Profits of the said Company, according to the Amount of their respective Shares or Interests in such Consolidated Stock, and to the Terms upon which such Conversion or Consolidation as aforesaid shall have been effected; and such Shares and Interests shall, in proportion to the Amount thereof appearing in the Books of the said Company as belonging to such Proprietors, confer on them respectively the same Privileges and Advantages, for the Purpose of voting at Meetings of the said Company, Qualification for the Office of Directors, and for other Purposes, as would have belonged to Proprietors of the Shares in the Capital of the said Company for which such Stock shall have been substituted in respect of the same Shares; but so that none of such Privileges or Advantages, except the Participation in the Dividends and Profits of the said Company, shall be conferred by any less Amount of the said Consolidated Stock than, upon such Conversion or Consolidation as aforesaid, shall have been substituted for each One hundred Pounds Share of the present or former Capital of the said Company.

Power to  
repay Sub-  
scriptions  
paid in  
advance.

XXI. And whereas by the said recited Acts or some of them the several Proprietors for the Time being of the said Undertaking were empowered, whether before or after any Call should have been paid in respect of any Shares held by them respectively, to pay in  
 advance,

advance, in case the Directors should think proper to accept the same, which they were thereby authorized to do, to such Persons as the Directors should appoint, the respective Sums of Money by them respectively subscribed for, or such Part or Proportion thereof as should be wanting (over and above the Amount, if any, actually paid in respect of such Shares,) to make up the full Sum payable in respect of each Share, and the said Company were empowered to pay Interest thereon: And whereas it is expedient that Power should be granted to return any Money so advanced; be it therefore enacted, That it shall be lawful for the Directors, from Time to Time as they shall think proper, with the Consent of any of the Proprietors who may have so paid any Money in advance, to return the whole or any Part of any such respective Sums of Money so paid in advance by any of the Proprietors for the Time being in the said Undertaking, but without Prejudice to the Power of the said Directors to call for and enforce the Repayment of the same under the Provisions of the said recited Acts, in like Manner as any other Calls made by them under the Provisions of such Acts.

XXII. And be it enacted, That the Company shall, at the First Election of General Meeting in each Year, elect Two Auditors in like Manner as is provided by the said recited Acts for the Election of Directors by the Shareholders; and every Auditor so elected, being neither removed nor disqualified nor having resigned, shall continue to be an Auditor until another be elected in his Stead. Election of Auditors.

XXIII. And be it enacted, That every Auditor shall have at least the same Number of Shares as shall be required to qualify a Director, and he shall not hold any Office in the Company, nor be in any other Manner interested in its Concerns, except as a Shareholder. Qualification of Auditors.

XXIV. And be it enacted, That if any Vacancy take place among the Auditors in the course of the current Year, then at any General Meeting of the Company the Vacancy may, if the Company think fit, be supplied by Election of the Shareholders. Vacancies in Office of Auditor.

XXV. And be it enacted, That the Provision of the said first recited Act respecting the Failure of a General Meeting at which Directors are to be chosen shall apply to any General Meeting at which an Auditor is to be appointed. Failure of Meeting to elect Auditor.

XXVI. And be it enacted, That it shall be the Duty of such Auditors to receive from the Directors the half-yearly or other periodical Accounts and Balance Sheet required to be presented to the Shareholders, and to examine the same. Duty of Auditors.

XXVII. And be it enacted, That for the above Purposes such Auditors may employ such Accountants and other Persons as they may think proper, at the Expence of the Company, and they shall either make a special Report on the said Accounts, or simply confirm the same; and such Report or Confirmation shall be read together with the Report of the Directors at the General Meeting at which the before-mentioned Accounts and Balance Sheet are presented. Power of Auditors.

XXVIII. And

Delivery of  
Balance  
Sheet, &c.  
by Directors  
to Auditors.

XXVIII. And be it enacted, That the Directors shall deliver to such Auditors the half-yearly or other periodical Accounts and Balance Sheet, together with all necessary Papers and Vouchers in support of the same, Fourteen Days at the least before the ensuing General Meeting at which the same are required to be produced to the Shareholders.

Remunera-  
tion of  
Auditors.

XXIX. And be it enacted, That the Remuneration of the said Auditors shall from Time to Time be fixed by a General Meeting of the Company.

Extending to  
Fifty Pounds  
Provision in  
first Act for  
settling Dis-  
putes as to  
Damages not  
exceeding  
Twenty  
Pounds.

XXX. And whereas it is by the said first-recited Act enacted, that in case any Difference should arise between the said Company and any of the Owners or Occupiers of the Property to be taken, used, or injured for the Purposes of that Act, as to the Value or Amount of the Damage done by the said Company, their Agents or Workmen, to such Property, in the Execution of any of the Powers of that Act, and such Difference could not be adjusted and settled between the said Parties, the same should, in case the Amount of Damages did not exceed the Sum of Twenty Pounds, be ascertained and determined by some One or more Justice or Justices of the Peace acting within their Jurisdiction, who, upon Application made to him or them by both or either of the said Parties, should examine into the Matter in dispute, and should determine and settle the Amount of Compensation which should be payable by the said Company: And whereas it is expedient that the said recited Provision should be extended and amended; be it therefore enacted, That the Power given in the said recited Provision to determine the Amount or Value of any Damage therein referred to, where the same does not exceed the Sum of Twenty Pounds, shall be extended to the Amount or Value of any such Damage where the same does not exceed the Sum of Fifty Pounds; and it shall be lawful for any Two or more Justices of the Peace in Petty Sessions assembled to determine the Amount or Value of such Damage at the Expiration of Ten Days after Notice in Writing given by either of the Parties to the other of their Intention to apply to such Two or more Justices to determine the Matter in difference.

Time ex-  
tended for  
compulsory  
Purchase of  
Lands.

XXXI. And be it enacted, That the compulsory Powers conferred on the said Company by the said first-recited Act for the Purchase or taking of Lands for the Purposes of the said Railway shall (as regards the Lands mentioned in the Schedule (A.) to this Act annexed) be and the same are accordingly hereby revived, and the Period limited by the said Act for the Exercise of such Powers shall be and the same is accordingly hereby extended for a Period of Two Years from the passing of this Act.

Power to  
make Branch  
Railway to  
Stalybridge.

XXXII. And be it enacted, That it shall be lawful for the Company to make, complete, and maintain a Branch Railway, with all proper Works and Conveniences connected therewith, from and out of the said *Sheffield, Ashton-under-Lyne, and Manchester* Railway, to commence at a Point near the present *Ashton* Station on the *Sheffield, Ashton-under-Lyne, and Manchester* Railway at *Guide Bridge* in the



*Audenshaw* Division of the Parish of *Ashton-under-Lyne*, and passing thence in or through the Parishes, Divisions, Towns, Townships, extra-parochial and other Places of *Ashton-under-Lyne*, *Stockport*, *Audenshaw*, *Dukinfield*, *Ashton Town*, *Ashton*, *Hartshead*, and *Stalybridge*, or some of them, in the respective Counties of *Lancaster* and *Chester*, or one of them, and to terminate in *Stalybridge* aforesaid in a Field adjoining *Bank Parade*, and the Road leading from *Stalybridge* to *Ashton-under-Lyne*, upon, across, under, or over the Lands and in the Line or Course delineated upon the said Plans and described in the said Books of Reference deposited as herein-after mentioned, and to purchase and take the said Lands.

XXXIII. And whereas Plans and Sections of the said Branch Railway showing the Line and Level thereof, and also Books of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers, of the Lands through which the same is intended to pass, have been deposited with the Clerks of the Peace of the several Counties through which the said Branch Railway is intended to pass; be it enacted, That all Persons interested may at all seasonable Times inspect such Plans, Sections, and Books of Reference, and may require to be furnished by any such Clerk of the Peace with Extracts therefrom or Copies thereof; and every such Clerk of the Peace shall give Access to such Documents, and, if required, furnish Copies thereof or Extracts therefrom, and certify the same to be true Copies or Extracts; and in respect thereof he shall be entitled to One Shilling for every Inspection of such Document, and One Shilling for every Hour such Inspection shall continue beyond the first Hour, and Sixpence for every One hundred Words copied or extracted therefrom; and if any such Clerk of the Peace shall fail to comply with any of the Provisions aforesaid he shall forfeit for every such Offence a Sum not exceeding Five Pounds.

Deposited Plans and Books of Reference to be open for Inspection.

XXXIV. And for the Purpose of making Provision for correcting any Omission, Mis-statement, or erroneous Description of any Lands, or of the Owners, Lessees, or Occupiers of any Lands, described on the said Plans or in the said Books of Reference, or the Schedule (B.) hereto, be it enacted, That the Correction of any such Matter may be referred by the Company to the Determination of Two Justices; and if it shall appear to such Justices that such Omission, Mis-statement, or erroneous Description arose from Mistake, they shall certify the same accordingly, and they shall in such Certificate state the Particulars of any such Omission, and in what respect any such Matter shall have been mis-stated or erroneously described; and such Certificate shall be deposited with the Clerks of the Peace of the several Counties in which the Lands affected thereby shall be situate; and such Certificate shall be kept by such Clerks of the Peace respectively along with the Documents to which they relate; and thereupon such Documents, or the Schedule (B.) to this Act, shall be deemed to be corrected according to such Certificate, and it shall be lawful for the Company to make the Branch Railway in accordance with such Certificate.

Errors and Omissions to be corrected.

Copies of  
Plans, &c. to  
be Evidence.

XXXV. And be it enacted, That true Copies of such Plans, Sections, and Books of Reference, or of any Correction thereof or Extracts therefrom, certified by any such Clerk of the Peace, shall be received in all Courts of Justice or elsewhere as Evidence of the Contents thereof.

Company  
empowered  
to deviate  
from Plan to  
the Extent  
delineated  
thereon.

XXXVI. And be it enacted, That the Company in making the said Branch Railway shall have Power to deviate from the Line delineated on the Plans so deposited, provided that no such Deviation shall extend to a greater Distance than the Limit of the intended Deviation thereof delineated upon the said Plans, nor shall such Deviation extend into the Lands or Property of any Person whose Name is not mentioned in the said Books of Reference without the previous Consent in Writing of such Person, unless the Name of such Person shall have been omitted by Mistake, and the Fact that such Omission proceeded from Mistake shall have been certified in manner herein-before provided for in Cases of unintentional Errors in the said Books of Reference.

Limiting De-  
viation from  
Datum Line  
described in  
the Section,  
&c.

XXXVII. And be it enacted, That in making the said Branch Railway it shall not be lawful for the said Company to deviate from the Levels thereof as referred to the common Datum Line described on the Sections so deposited as aforesaid, and 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 Lands 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 situate, or without the Consent of the Commissioners for any public Sewers, or the Proprietors of any Canal or Navigation affected by such Deviation; and that no Increase in the Inclination or Gradients of the said Branch Railway, as denoted by the said 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 Branch Railway 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 or Arching 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 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 said Branch Railway: Provided always, that Notice of every Petty Sessions to be holden for the Purpose of obtaining such  
Consent

Consent as aforesaid shall, Fourteen Days previous to the holding of each Petty Sessions, be given in some Newspaper circulating in the County, and also 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 first-recited Act or this Act capacitated to agree for the Sale of and to convey Land for the making of the said Branch Railway; 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.

XXXVIII. And be it enacted, That it shall not be lawful to diminish the Radius of any Curve as described on the Plans deposited with the 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 by more than a Quarter of a Mile unless where it exceeds Two Miles, or by more than Half a Mile unless where it exceeds Three Miles, on the said Plans.

Limiting  
Alteration  
of Curves.

XXXIX. And be it enacted, That the Company shall not take or injure, for the Purposes of the said Branch Railway, any Property of the following Kinds, except such as shall be specified in the Schedule (B.) to this Act, without the Consent in Writing of the Owners and Occupiers thereof, unless the Omission in such Schedule be certified, according to the Provisions herein-before contained, to have proceeded from Mistake; (that is to say,) any House or Building erected on or before the Thirtieth Day of *November* One thousand eight hundred and forty-three, or any Ground on or before that Day inclosed or set apart and used as a Garden, Orchard, Nursery Ground, Yard, Paddock, Plantation, planted Walk, or Avenue to a House.

Houses and  
inclosed  
Grounds not  
to be taken  
unless speci-  
fied in Sched-  
ule.

XL. And be it enacted, That whenever in this or any of the said recited Acts the Consent of any particular Majority of Votes of the Proprietors present, either personally or by Proxy, at any Meeting of the Company, is required, in order to authorize any Proceeding of the *Sheffield, Ashton-under-Lyne, and Manchester* Railway Company, or of the Directors thereof, such particular Majority shall only be required to be proved in the event of a Poll being demanded at such Meeting; but if such Poll shall not be demanded then a Declaration by the Chairman that the Resolution authorizing such Proceeding has been carried by a Majority of the Proprietors present at the Meeting at which the same may be proposed shall be a sufficient Authority for such Proceeding, without Proof of the Number or Proportion of Votes recorded in favour of or against the same.

Proof of  
particular  
Majority of  
Votes only  
required in  
the event of  
a Poll being  
demanded.

XLI. And whereas the Company have already purchased, by Agreement with the Owners thereof and other Parties interested therein,

Confirming  
Contracts  
and Agree-

ments as to  
the Branch  
Railway.

therein, certain Lands for the Purpose of the said Branch Railway, and in reference to the same Branch Railway they have entered into various other Contracts and Agreements; be it therefore enacted, That in all Cases in which the Company shall, before the passing of this Act, have purchased any Lands or any Interest in any Lands delineated upon the Plans herein-before mentioned for the Purposes of the said intended Branch Railway, every such Purchase, although made before the passing of this Act, shall be as good and effectual for vesting the Lands or the Interest in the Lands thereby purchased in the Company as if such Purchase had been made after the passing and subject to the Provisions of this Act, and the Company shall have, hold, and enjoy such Lands or such Interest in such Lands accordingly; and all such other Contracts and Agreements already entered into as aforesaid shall be binding and effectual upon, against, and for the said Company, and all other Persons, Parties thereto, and their respective Successors, Heirs, Executors, and Administrators, as if the same had been entered into after the passing of this Act, subject as aforesaid: Provided nevertheless, that this Provision shall extend to such Contracts and Agreements only as the Company could have entered into under the Provisions of the said recited Acts, or under the Provisions of this Act, if the same had been in force at the Time of such Contracts or Agreements being entered into.

Prescribing  
Mode in  
which Rail-  
way shall be  
constructed  
at Staly-  
bridge.

XLII. And whereas it is proposed that the Branch Railway by this Act authorized to be made shall terminate in a Field in the Division of *Hartshead* in the Parish of *Ashton-under-Lyne*, numbered 12 in the Plans of such Branch Railway deposited with the Clerk of the Peace as aforesaid; and it is also proposed that a Railway, intended to be called the *Ashton, Stalybridge, and Liverpool Junction* Railway, shall terminate in the same Field, which Field in the Plans of the said last-mentioned Railway deposited with the said Clerk of the Peace is numbered 15; and the Lines of the said Railways near to their Terminations, and for a considerable Distance Westwards thereof, are laid down upon the Plans of the said respective Railways so as to run nearly parallel with and to approach close to each other; and each of the Companies proposing to make such Railways have applied to Parliament for Power to purchase or hold the same Land lying at or near to and approaching the Termination of such Railways: And whereas it is expedient that Provision should be made for fixing upon certain Limits within which the respective Lines and Levels of such Railways shall be constructed, and for effecting a Division and Appropriation of the Land required by the said Companies, so to enable each of them to purchase and hold or use so much Land as may be necessary for constructing their respective Railways; be it therefore enacted, in order the better to effect such Objects, That the Branch Railway hereby authorized to be made shall, for a Distance of Eight Chains in Length, measuring Westwards from the Point of its Termination at *Stalybridge*, be constructed wholly on the South Side of a straight Line to be drawn from a Point to be fixed in the central Line of the *Ashton, Stalybridge, and Liverpool Junction* Railway, as shown in the said deposited Plans thereof (at a Distance of Eight Chains from the Termination thereof), towards another Point to be fixed at a  
Distance

Distance of Twenty Feet to the North of the Point of Termination of such centre Line, which Line to be so drawn shall, within the said Distance of Eight Chains, be considered as the Northern Boundary Line of the Branch Railway hereby authorized to be made, and that for the whole of such Distance of Eight Chains the *Sheffield, Ashton-under-Lyne, and Manchester* Railway Company shall not have Power to purchase or to hold or (except for the Purposes herein-after mentioned) to use any Land lying on the North Side of such Boundary Line.

XLIII. And be it enacted, That for the whole of the said Distance of Eight Chains the Branch Railway hereby authorized shall be made and formed at the Height of Three hundred and seventy-six Feet Six Inches above the Datum Line shown on the Section of the *Ashton, Stalybridge, and Liverpool Junction* Railway deposited with the Plan of the said Railway as aforesaid; and further, that within the said Distance of Eight Chains the Rails, Sidings, Turn-tables, Openings, and other Works of the said Branch Railway shall be so formed and placed as to admit of such Branch Railway being conveniently united with the *Ashton, Stalybridge, and Liverpool Junction* Railway.

Railway to be constructed on a Level so as to unite with the Ashton, Stalybridge, and Liverpool Junction Railway.

XLIV. And be it enacted, in order the better to carry into effect the Objects aforesaid, That the said Branch Railway hereby authorized shall, for a further Distance in Length of Eight Chains (beyond the said first-mentioned Distance of Eight Chains), measuring Westwards, be constructed on the South Side of the Line which in the said deposited Plans of the *Ashton, Stalybridge, and Liverpool Junction* Railway is shown as the centre Line of such Railway, and so far on such South Side thereof as to admit of the Rails of such last-mentioned Railway being laid down at the Distance of Twenty Feet on the South of such centre Line; and so that, for a further Distance of Thirty-four Chains Westwards, the Rails of the *Ashton, Stalybridge, and Liverpool Junction* Railway may be laid down at a Distance of Forty Feet on the South Side of the said centre Line; and so that, for a further Distance of Five Chains in Length, measuring Westwards, the Rails of such last-mentioned Railway may be laid down at a Distance of Sixty-six Feet on the South Side of such centre Line; and that, for the said several further Distances of Eight Chains, Thirty-four Chains, and Five Chains, measuring Westwards, the said *Sheffield, Ashton-under-Lyne, and Manchester* Railway Company shall not have Power to purchase or hold or retain or use (except for the Purposes herein-after mentioned) any Land which may be necessary for making and constructing the said *Ashton, Stalybridge, and Liverpool Junction* Railway within the Limits therein-before prescribed, with the necessary Slopes, Cuttings, Embankments, and other Works incident and proper for the same.

Prescribing Limits within which Railway shall be constructed near to Stalybridge.

XLV. Provided always, and be it enacted, That if, within the Distance of Fifty-five Chains, measuring Westwards from the Termination of either of the said Railways, any Land may have been purchased or shall be purchased either by the *Ashton, Stalybridge, and Liverpool Junction* Railway Company, or by the *Sheffield, Ashton-*

Land purchased by either of the Companies may be used by the other for the Pur-

pose of forming Embankments, &c.

*Ashton-under-Lyne, and Manchester* Railway Company, and the other of such Companies shall be desirous of placing on any Part of the Land so purchased any Earth, Soil, or other Materials for the Purpose of making Embankments or Portions of Embankment, Slopes, or other Works to support the Railway then in the Course of Formation by them, or in case, within the said Distance of Fifty-five Chains, any Land shall be purchased or shall have been purchased by either of such Companies, and the other of such Companies shall be desirous of making any Cuttings and Excavations, and removing any Earth, Soil, or other Materials therefrom, for the Purpose of forming the Railway then in the Course of Formation by them respectively, then and in any of such Cases the Company requiring to make any such Embankments, Cuttings, Slopes, or other Works shall be at liberty to make the same upon and use so much of the Land of the other Company as may be necessary for such Purpose: Provided nevertheless, that no such Embankments, Cuttings, Slopes, or other Works shall be made by either of the said Companies in such a Manner as to prevent or obstruct the other of such Companies from or in making the Railway authorized to be by them made within the Limits herein-before prescribed, nor to cause any permanent Damage to the Works of such last-mentioned Company, nor to cause any temporary Damage thereto to any greater Extent, or for any greater Length of Time, than may be absolutely necessary.

Compensation to be made and Notice given as to such Lands.

XLVI. And be it enacted, That full Compensation for all Damage, Loss, or Injury caused by the making of any such Embankments, Slopes, Cuttings, or other Works shall be made by the Company by whom such Loss, Damage, or Injury shall have been committed, and shall be paid to the Company by whom such Loss, Damage, or Injury shall have been sustained: Provided nevertheless, that neither of the said Companies shall have any Power to enter upon the Land of the other of such Companies without giving One Week's Notice in Writing of their Intention so to do, and stating in such Notice the Quantity of Land to be entered upon, and the particular Purposes for which the same shall be required.

The Two Companies may enter into Agreements.

XLVII. Provided always, and be it enacted, That nothing herein contained shall prevent the said Two Companies from entering into any Agreement or Arrangement with each other with regard to the making of the said Railways herein-before mentioned, or the Apportionment or Purchase or Use of the said Land required for that Purpose, which they may think proper.

Amount of Compensation to be ascertained by Valuation in case of Parties under Disability.

XLVIII. And with respect to the Consideration Money to be paid for any Lands to be purchased from any Party under any Disability or Incapacity, and not having Power to sell or convey except under the Provisions in this or the said recited Acts or either of them contained, and the Compensation Money to be paid for any permanent Damage or Injury to any such Lands, be it enacted, That such Consideration Money or Compensation shall not (except where the same shall have been determined by the Verdict of a Jury) be less than shall be determined by the Valuation of Two able practical Surveyors, one of whom shall be nominated by the Company, and the

the other by the other Party, and if such Two Surveyors cannot agree in the Valuation, then by such Third Surveyor as any Two Justices shall for that Purpose nominate; and each of such Two Surveyors, if they agree, or if not, then the Surveyor nominated by the said Justices, shall annex to the Valuation a Declaration of the Correctness thereof.

XLIX. And with respect to the Compensation Money to be paid for any Lands to be purchased from any Party who, by reason of Absence or from any other Incapacity or Accident, is prevented from treating, or cannot be found, and the Compensation Money to be paid for any permanent Injury to such Lands, be it enacted, That such Consideration or Compensation shall not be less than shall be determined by the Valuation of such able practical Surveyor as Two Justices shall nominate for that Purpose, and such Surveyor shall annex to the Valuation a Declaration of the Correctness thereof.

Compensation to absent Parties to be ascertained by Valuation.

L. And for the Purpose of providing for the Deposit and Application of the Purchase Money or Compensation to be paid in respect of any Lands required for the Purposes of the said recited Acts or this Act which may belong to Parties under Disability, be it enacted, That if any such Purchase Money or Compensation shall be payable in respect of any such Lands, or any Interest therein, which any Corporation, Tenant for Life, or for any other partial or qualified Interest, married Woman seised in her own Right or entitled to Dower, Guardian, Committee of Lunatic or Idiot, Trustee, Executor or Administrator, or Person under any Disability, shall be entitled to, and shall, under the Powers of the said first-recited Act or this Act, be enabled to convey or dispose of, the same, such Purchase Money or Compensation shall, if it amount to or exceed the Sum of Two hundred Pounds, be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account there *ex parte* "The *Sheffield, Ashton-under-Lyne, and Manchester Railway Company*," pursuant to the Method prescribed by an Act of the Twelfth Year of the Reign of His Majesty King *George the First*, intituled *An Act for the better securing the Monies and Effects of the Suitors of the Court of Chancery, and to prevent the counterfeiting of East India Bonds and Endorsements thereon, as likewise Endorsements on South Sea Bonds*, and pursuant to the general Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of His Majesty King *George the Second*, intituled *An Act to empower the High Court of Chancery to lay out on proper Securities any Monies, not exceeding a Sum therein limited, out of the common and general Cash in the Bank of England belonging to the Suitors of the said Courts, for the Ease of the said Suitors, by applying the Interest therefrom for answering the Charges of the Office of the Accountant General of the said Court*; and such Monies shall remain so deposited until the same be applied to some one or more of the following Purposes; (that is to say,)

Purchase Money payable to Parties under Disability, amounting to 200*l.*, to be deposited in Bank of England.

12 G. 1. c. 32.

12 G. 2. c. 24.

In the Purchase or Redemption of the Land Tax, or the Discharge of any Debt or Incumbrance affecting the Land in respect of which

Application of Monies deposited.

which such Money shall have been paid, or affecting other Lands settled therewith to the same or the like Uses, Trusts; or Purposes; or

In the Purchase of other Lands, to be conveyed, limited, and settled upon the like Uses, Trusts, and Purposes, and in the same Manner, as the Lands in respect of which such Money shall have been paid stood settled; or,

If such Monies shall be paid in respect of any Buildings taken under the Authority of this Act, in replacing such Buildings, or substituting others in their Stead, in such Manner as the Court of Chancery shall direct; or

In Payment to any Party becoming absolutely entitled to such Money.

Order for  
Application.

LI. And be it enacted, That such Money may be so applied as aforesaid upon an Order of the Court of Chancery made on the Petition of the Party who would have been entitled to the Rents and Profits of the Lands in respect of which such Money shall have been deposited; and until the Money can be so applied it may, upon the like Order, be invested by the said Accountant General in the Purchase of Three *per Centum* Consolidated or Three *per Centum* Reduced Bank Annuities, or in Government or Real Securities; and until such Annuities or Securities shall be ordered to be sold, or converted into Money, for the Purposes aforesaid, the Interest, Dividends, and annual Proceeds thereof shall from Time to Time be paid to the Party who would for the Time being have been entitled to the Rents and Profits of the Lands; and the Order for such Investment, and Application of the Interest, Dividends, and annual Proceeds thereof may be made on the like Petition.

Sums from  
20*l.* to 200*l.*  
to be de-  
posited, or  
invested in  
Trustees.

LII. And with respect to any such Purchase Money or Compensation which shall not amount to the Sum of Two hundred Pounds and shall exceed the Sum of Twenty Pounds, be it enacted, That the same shall either be paid into the Bank of *England*, and applied in the Manner herein-before directed with respect to Sums amounting to or exceeding Two hundred Pounds, or the same may be lawfully paid to Two Trustees, to be nominated by the Parties entitled to the Rents or Profits of the Lands in respect whereof the same shall be payable, such Nomination to be signified by Writing under the Hands of the Parties so entitled; and in case of the Coverture, Infancy, Lunacy, or other Incapacity of the Parties entitled to such Monies, such Nomination may lawfully be made by their respective Husbands, Guardians, Committees, or Trustees; but such last-mentioned Application of the Monies shall not be made unless the Company approve thereof and of the Trustees named for the Purpose, such Approval to be signified in Writing under their Common Seal; and the Money so paid to such Trustees, and the Produce arising therefrom, shall be by such Trustees applied in the Manner herein-before directed with respect to Money paid into the Bank of *England*, but it shall not be necessary to obtain any Order of the Court for that Purpose.

LIII. And



LIII. And be it enacted, That where any Money paid into the Court of Chancery under the Provisions of this Act or of the said first-recited Act shall have been paid in respect of any Lease for Lives or Years, or any Estate in Lands less than the Fee Simple thereof, or of any Reversion dependent on such Lease or Estate, it shall be lawful for the Court of Chancery, on the Petition of any Party interested in such Money, to order that the same shall be laid out, and invested, accumulated, and paid, in such Manner as the said Court may consider will give to the Parties interested in such Money the same Benefit therefrom as they might have legally had from the Lease, Estate, or Reversion in respect of which such Money shall have been paid, or as near thereto as may be.

Court of Chancery may direct Investment of Money paid in respect of Leases for Lives, &c.

LIV. And with respect to Costs in Cases of Monies deposited in the Bank of *England*, be it enacted, That the Court of Chancery may in all such Cases, except where Monies shall have been so deposited by reason of the wilful Refusal of any Party entitled thereto to receive the same, or to convey or release the Lands in respect whereof the same shall be payable, order the Costs of the following Matters, including therein all reasonable Charges and Expences incident thereto, to be paid by the Company; (that is to say,) the Costs of the Purchase or of the taking or using of the Lands, or which shall have been incurred in consequence thereof, and the Costs of the Investment of such Monies in Government or Real Securities, and of the Reinvestment thereof, or of the Government or Real Securities purchased therewith, in the Purchase of other Lands, and also the Costs of obtaining the proper Orders for any of the Purposes aforesaid, and of the Orders for the Payment of the Dividends and Interest of the Government or Real Securities upon which such Monies shall be invested, and for the Payment out of Court of the Principal of such Monies, or of the Government or Real Securities whereon the same shall be invested, and of all other Proceedings relating thereto, except such as are occasioned by Litigation between adverse Claimants: Provided always, that the said Court of Chancery shall not order the said Company in any Case to pay the Costs, Charges, and Expences attending more than One Reinvestment, and in One Sum, of the Purchase or Compensation Money which may be or may have been paid by them in respect of any Lands purchased or injuriously affected by them, together with the Costs, Charges, and Expences of obtaining the proper Orders and of all other necessary Proceedings for such Purpose, unless it shall appear to the said Court that it is for the Benefit of the Parties interested in the said Monies that the same should be invested in the Purchase of Lands in different Sums and at different Times, in which Case it shall be lawful for the Court to make an Order or Orders accordingly for the Payment of the Costs of any such Investment or Investments by the Company.

Costs in Cases of Money deposited.

LV. And be it enacted, That the Company shall not, except by Consent of the Owner or Occupier, enter upon any Lands which shall be required to be purchased or permanently used for the Purposes of this Act, until they shall either have paid to every Party

Payment of Price to be made previous to Entry, except to survey, &c.

[Local.]

47 F

having

having any Interest in such Lands, or deposited in the Bank of *England*, as by the said first-recited Act or this Act provided, the Purchase Money or Compensation agreed or awarded to be paid to such Parties respectively for their respective Interests therein: Provided always, that for the Purpose merely of surveying and taking Levels of such Lands it shall be lawful for the Company to enter upon the same without the previous Consent of the Owners or Occupiers, making Compensation for any Damage thereby occasioned to the Owners or Occupiers of such Lands.

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

LVI. And be it enacted, That if the Company or any of their Contractors shall, except as aforesaid, wilfully enter upon and take possession of any Lands which shall be required to be purchased or permanently used for the Purposes of this Act, without such Consent as aforesaid, or without having made such Payment or Deposit as aforesaid, the Company shall forfeit to the Party in possession of such Lands the Sum of Ten Pounds, over and above the Amount of any Damage done to such Lands by reason of such Entry and taking possession as aforesaid, such Penalty and Damage respectively to be recovered before Two Justices; and if the Company or their Contractors shall, after Conviction in such Penalty as aforesaid, or after Notice from the Party in possession of such Lands, continue in unlawful Possession of any such Lands, the Company shall be liable to forfeit the Sum of Ten Pounds for every Day they or their Contractors shall so remain in possession as aforesaid, such Penalty to be recoverable by the Party in possession of such Lands, with full Costs of Suit, in any of the Superior Courts: Provided always, that nothing herein contained shall be held to subject the Company to the Payment of any such Penalties as aforesaid if they shall *bonâ fide* and without Collusion have paid or deposited the Compensation agreed or awarded to be paid in respect of the said Lands to any Person whom the Company may have reasonably believed to be entitled thereto, although such Person may not have been legally entitled thereto.

Decision of Justices not conclusive as to Company's Right.

LVII. And be it enacted, That on the Trial of any Action for any such Penalty as aforesaid the Decision of the Justices under the Provision herein-before contained shall not be held conclusive as to the Right of Entry on any such Lands by the Company.

Notice of Intention to take Lands.

LVIII. And be it enacted, That when the Company shall require to purchase any of the Lands which by this Act they are authorized to purchase or take they shall give Notice thereof to all the Parties interested in such Lands, or enabled by this or the said first-recited Act to sell and convey or release the same, or such of them as shall be known to the Company, and by such Notice shall demand from such Parties the Particulars of their Estate and Interest in such Lands, and of the Claims made by them in respect thereof; and every such Notice shall be in Writing, or partly in Writing and partly in Print, and shall state the Particulars of the Lands so required, and shall state that the Company are willing to treat for the Purchase of the Interest of such Party in such Lands, and as to the

the Compensation to be made for the Damage that may be sustained by him by reason of the making of the Branch Railway by this Act authorized.

LIX. And be it enacted, That if for One Month after the Receipt of such Notice any such Party shall fail to state the Particulars of his Claim in respect of any such Land, or to treat with the Company in respect of his Interest therein, or if such Party and the Company shall differ as to the Amount of the Compensation to be paid to such Party for any such Interest, or for any Damage that may be sustained by him by reason of the Execution of the said Branch Railway, the Amount of such Compensation shall be settled in the Manner by the said first-recited Act or this Act provided for settling Cases of disputed Compensation.

Parties interested in Lands to state their Claims.

LX. And be it enacted, That in all Questions of disputed Compensation determinable by a Jury which may arise under this or the said first-recited Act, if either Party desire any such Question to be tried before a Special Jury, and before the Company have issued their Warrant to the Sheriff give Notice in Writing of such Desire, such Question shall be so tried; and for that Purpose the Company shall, by their Warrant to the Sheriff, require him to nominate a Special Jury for such Trial; and thereupon the Sheriff shall, as soon as conveniently may be after the Receipt by him of such Warrant, summon both the Parties to appear before him, by themselves or their Attornies, at some convenient Time and Place (not being less than Seven Days from the Service of such Summons) appointed by him for the Purpose of nominating a Special Jury; and at the Place and Time so appointed the Sheriff shall proceed to nominate and strike a Special Jury in the Manner in which such Juries shall be required by the Laws for the Time being in force to be nominated or struck by the proper Officers of the Superior Courts; and the Sheriff shall appoint a Day for the Parties or their Agents to appear before him to reduce the Number of such Jury, and thereof shall give Five Days Notice to the Parties; and on the Day so appointed the Sheriff shall proceed to reduce the said Special Jury to the Number of Twenty, in the Manner used and accustomed by the proper Officers of the Superior Courts.

Special Jury to be summoned at the Request of either Party.

LXI. And be it enacted, That the Special Jury on such Inquiry shall consist of Twelve of the said Twenty who shall first appear on the Names being called over, the Parties having their lawful Challenges against any of the said Jurymen; and if a full Jury do not appear, or if after such Challenges a full Jury do not remain, then, upon the Application of either Party, the Sheriff shall add to the List of such Jury the Names of any other disinterested Persons, qualified to act as Special or Common Jurymen, who shall not have been previously struck off the aforesaid List, and who may then be attending the Court, or can speedily be procured, so as to complete such Jury, all Parties having their lawful Challenges against such Persons; and the Sheriff shall proceed to the Trial and Adjudication of the Matters in question by such Jury; and such Trial shall be attended in all respects with the like Incidents and Consequences as

Deficiency of Jurymen.

by

by the said first-recited Act provided in the Case of a Trial by Common Jury.

Other Inquiries before Special Jury by Consent.

LXII. And be it enacted, That any other Inquiry than that for the Trial of which such Special Jury may have been struck and reduced as aforesaid may be tried by such Jury, provided the Parties thereto respectively shall give their Consent to such Trial.

Special Juryman not to attend more than once.

LXIII. And be it enacted, That no Special Juryman shall, without his Consent, be summoned or required to attend any such Proceeding as aforesaid arising under this or the said first-recited Act more than once in any Year.

Costs of Inquiries before Juries to be taxed by the Masters of the Queen's Bench.

LXIV. And whereas by the firstly-recited Act the Sheriff is authorized to settle the Costs of Inquiries before Juries for assessing the Value of Land and Compensation for Damages, and it is expedient that such Provisions should be amended; be it therefore enacted, That in lieu of such Costs being settled by the Sheriff any Costs to be hereafter incurred shall be settled by one of the Masters of the Court of Queen's Bench; and such Master in taxing the same shall have full Power to disallow any Part of such Costs, Charges, and Expences which he may consider are not necessarily or reasonably incurred, although the same may have been incurred by the Party or Parties with whom the Controversy shall arise.

Reference of Dispute as to Compensation to Justices.

LXV. And with reference to any Question of disputed Compensation, or other Matter of Reference by this or the said first-recited Act authorized to be referred to the Determination of Two Justices, be it enacted, That either Party may apply to such Justices in respect to any such Matter, and thereupon such Justices, in Presence of the Parties, or such of them as shall appear, being duly summoned for that Purpose, shall examine into the Matter in dispute, and shall award such an Amount of Compensation, or shall make such Determination in respect of the Matter so referred to them, as to them shall seem meet; and the Costs of every such Inquiry shall be in the Discretion of such Justices, and they shall settle the Amount thereof, and in default of Payment of such Costs as directed by such Justices the same shall be levied by Distress, and the said Justices shall issue their Warrant accordingly.

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

LXVI. And be it enacted, That if, at any Time after the Company shall have entered upon any Lands which under the Provisions of this or the said recited Acts, or either of them, they were or are authorized to purchase, and which shall be required permanently for the Purposes of the said Railway, or the Branch Railway by this Act authorized, any Party shall appear to be entitled to any Estate, Right, or Interest in or Charge affecting such Lands which the Company shall have failed or omitted duly to purchase or to pay Compensation for, then, whether the Period granted for the Purchase of Lands shall have expired or not, the Company shall remain in the undisturbed Possession of such Lands; provided, within Six Calendar Months after Notice of such Estate, Right, Interest, or Charge, in case the same shall not be disputed by the Company, or in case the same shall

be disputed then within Six Calendar Months after the Right thereto shall have been finally established by Law in favour of the Party claiming the same, the Company shall purchase or pay Compensation for the same, and shall also pay to such Party, or to any other Party who may establish a Right thereto, full Compensation for the mesne Profits or Interest which would have accrued to such Parties respectively in respect thereof during the Interval between the Entry of the Company thereon and the Time of the Payment of such Purchase Money or Compensation by the Company, so far as such mesne Profits or Interest may be recoverable in Law or Equity; and such Purchase Money or Compensation shall be agreed on or awarded and paid in like Manner as, according to the Provisions of this or the said first-recited Act, the same respectively would have been agreed on or awarded and paid in case the Company had purchased such Estate, Right or Interest, or Charge, before their entering upon such Lands, or as near thereto as Circumstances will admit.

LXVII. And be it enacted, That in estimating any Compensation to be given for any such last-mentioned Lands, or any Estate or Interest in the same, or for any mesne Profits thereon, the Jury shall assess the same at such Price as they shall find to be the Value of such Lands, Estate or Interest, and Profits, without regard to any Improvements or Works made in the said Lands by the Company, and as though the Railway and Branch Railway and Works by the said first-recited Act and this Act authorized had not been constructed.

How Value of such Lands to be estimated.

LXVIII. And be it enacted, That in addition to the said Purchase Money, Compensation, or Satisfaction, and before the Company shall become absolutely entitled to any such Estate, Interest, or Charge, or to have the same merged or extinguished for their Benefit, they shall, when the Right to any such Estate, Interest, or Charge shall be disputed, pay the full Costs and Expences of any Proceedings at Law or in Equity for the Recovery of the same to the Parties with whom the Litigation in respect thereof shall have taken place; and such Costs and Expences shall, in case the same shall be disputed, be settled by the proper Officer of the Court in which such Litigation took place.

Company to pay the Costs of Litigation as to such Lands.

LXIX. And be it enacted, That if any Lands through which the said Branch Railway is authorized to be made shall be so cut through and divided thereby as to leave on either Side of the Works a Piece of Land, being Building Land, of less Extent than Fifty Superficial Square Yards, or being agricultural Land of less Extent than Half an Acre, and if the Owner of any such Land shall not have any other Land adjoining to that which shall be so left, then the Company shall, if such Owner shall so require, but not otherwise, purchase the Land so left on either Side of the said Works; and any Dispute as to the Value thereof shall be ascertained by a Jury as in other Cases of disputed Compensation; and if such Owner shall have any other Land adjoining to that so left he may require the Company, at their Expence, to throw the same into the adjoining Land of such Owner, by removing the Fences and levelling the

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

Sites thereof, and soiling the same in a sufficient and workmanlike Manner, and the Company shall throw the same into such adjoining Land accordingly.

Power of Company to insist on Purchase where Expence of Bridges, &c. exceeds the Value.

LXX. And be it enacted, That if any Lands through which the said Branch Railway is authorized to be made shall be so cut through and divided thereby as to leave on either Side of the Works a Piece of Land, being Building Land, of less Extent than Fifty Superficial Square Yards, or being agricultural Land of less Extent than Half a Statute Acre, or of less Value in either Case than the Expence of making a Bridge, Culvert, or such other Communication between the Land so divided as the Company are under the Provisions of the said first-recited Act or this Act compellable to make, and if the Owner of such Lands have not other Lands adjoining such Piece of Land, and shall require the Company to make such Communication, then the Company may require such Owner to sell to them such Piece of Land; and any Dispute as to the Value of such Piece of Land, or as to what would be the Expence of making such Communication, shall be ascertained by a Jury as in other Cases of disputed Compensation; and on the Occasion of ascertaining the Value of the Land required to be taken the Jury shall, if required by either Party, ascertain by their Verdict the Value of any such severed Piece of Land, and also what would be the Expence of making such Communication.

Parties not to be required to sell Part of a House.

LXXI. And be it enacted, That no Party shall at any Time be required to sell or convey to the Company a Part only of any House or Building or Manufactory if such Party be willing to sell and convey the whole thereof.

Power to purchase Lands required for additional Stations, &c.

LXXII. And be it enacted, That for any of the following Purposes it shall be lawful for the Company, in addition to the Lands authorized to be compulsorily taken by them as aforesaid, and in addition also to the Lands which they are empowered to purchase by the said first-recited Act, to contract with any Party willing to sell the same for the Purchase of any Land adjoining or near to the said Branch Railway, not exceeding in the whole Thirty Acres; (that is to say,)

For the Purpose of making and providing additional Stations, Yards, Wharfs, and Places for the Accommodation of Passengers, and for receiving, depositing, and loading or unloading Goods or Cattle to be conveyed upon the Railway, and for the Erection of Weighing Machines, Toll Houses, Offices, Warehouses, and other Buildings and Conveniences:

For the Purpose of making convenient Roads or Ways, or any other Purpose which may be requisite or convenient for the Formation or Use of the said Branch Railway or either of them:

And it shall be lawful for all Parties who, under the Provisions of the said first-recited Act or this Act, would be enabled to sell and convey Lands required for the said Railway or Branch Railway, to sell and convey Lands required for any such additional Purposes as aforesaid.

LXXIII. And

LXXIII. And be it enacted, That it shall be lawful for the Company to sell the additional Lands which they at any Time shall have acquired under the Powers of this Act, or any Part thereof, in such Manner, and for such Considerations, and to such Persons, as the Company may think fit, and again to purchase other Lands for the like Purposes, and afterwards sell the same, and so from Time to Time, but the total Quantity of Land to be held at any one Time by the Company for the Purposes aforesaid, in addition to the Lands which they are authorized to hold under the said first-recited Act, shall not exceed Thirty Acres.

Authority to  
Company to  
sell and re-  
purchase  
such Lands.

LXXIV. And be it enacted, That the Company shall not, by virtue of the Power hereby conferred on them to purchase Land for additional Purposes, purchase more than Thirty Acres from any Party under legal Disability, or who would not be able to sell and convey such Lands except under the Powers of this or the said first-recited Act; and if the Company purchase the said Quantity of Land from any Party under such legal Disability, and afterwards sell the whole or any Part of the Land so purchased, it shall not be lawful for any Party, being under legal Disability, to sell to the Company any other Lands in lieu of the Land so sold or disposed of by the Company.

Restraint on  
Purchase  
from inca-  
pacitated  
Persons.

LXXV. And be it enacted, That the Powers of the Company for the compulsory Purchase or taking of Lands for the Purposes of the said intended Branch Railway and Works shall not be exercised after the Expiration of Three Years from the passing of this Act; and the Power to construct the said Branch Railway shall not be exercised after the Expiration of Five Years from the passing of this Act.

Limiting  
Time for  
Purchase of  
Lands by  
Compulsion,  
and Com-  
pletion of  
Works.

LXXVI. And whereas the said Branch Railway to *Ashton-under-Lyne* and *Stalybridge* is intended to pass over the Canal Navigation from *Manchester* to or near *Ashton-under-Lyne* and *Oldham* in the Town of *Ashton-under-Lyne*, and it is expedient to provide against Obstructions being occasioned thereby to the free Navigation of the said Canal; be it therefore enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the said Canal, or otherwise, or empower the said Railway Company (except to the Extent delineated in the Maps or Plans next herein-after mentioned, and except so far as is consistent with the Enactments herein-after contained for the Protection of the said Company of Proprietors of the said Canal,) to alter the Line or Level of the said Canal or Towing Path thereto, or any Part thereof, or to obstruct the Navigation of the said Canal or any Part thereof, or to divert any of the Waters therein or which now supply the said Canal, or to injure any of the Works of the said Canal; and it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway, as delineated in the Maps or Plans of the said Railway deposited with the Clerk of the Peace of the County of *Lancaster*, at the Point where the said Railway crosses the said Canal, without the  
Consent

Saving  
Rights of  
Company of  
Proprietors  
of Manches-  
ter, Ashton-  
under-Lyne,  
and Oldham  
Canal, and  
preventing  
Obstruction  
to Canal.

Consent of the said Company of Proprietors of the said Canal under their Common Seal first had and obtained.

Regulating  
Construction  
of Bridge  
over Man-  
chester, Ash-  
ton-under-  
Lyne, and  
Oldham  
Canal.

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

Providing  
Remedy in  
case of Ob-  
struction to  
Manchester,  
Ashton-  
under-Lyne,  
and Oldham  
Canal.

LXXVIII. And be it enacted, That if in the Execution of any of the Works by this Act authorized to be made, or by reason of any Act or Omission of the said Railway Company, their Agents, Servants, or Workmen, or if by reason or in consequence of any of the said Works when made, the said *Manchester, Ashton-under-Lyne, and Oldham* Canal, or the Towing Path thereof, shall at any Time be so obstructed as that Boats, Barges, or other Vessels using the same cannot conveniently pass along the same, then and in either of such Cases it shall and may be lawful for the said Company of Proprietors of the said Canal, at the Costs and Charges of the said Railway Company, to remove, take, and put away such Obstruction or Impediment as aforesaid, and to make good all Damage or Injury done to the said Navigation thereby; and that the said Railway Company shall pay to the said Company of Proprietors of the said Canal, as or by way of ascertained Damages, all Costs and Charges to be incurred as aforesaid, and also the Sum of Five Pounds for every Hour during which any such Obstruction or Impediment shall continue: Provided always, that if such Obstruction or Impediment shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of any of the Servants or of Persons employed by the said Railway Company, then and in every such Case the said Railway Company shall pay to the said Company of Proprietors of the said Canal the Sum of Ten Pounds for every Hour during which the Obstruction shall continue, to be computed from the Commence-  
ment



ment of such Obstruction, as or by way of ascertained Damages; and in default of Payment of such Costs and Charges, or of such Sum or Sums (as the Case may be), on Demand made of or from the Treasurer of the said Railway Company, such Demand being made in Writing, and fully and accurately stating the Particulars thereof, any Two or more of Her Majesty's Justices of the Peace shall and they are hereby required, on Application by the said Company of Proprietors of the said Canal, or their Clerk or Clerks, or other Person authorized by them, by Warrant under the Hands and Seals of the said Justices, to cause the Amount thereof to be levied by Distress and Sale of the Goods and Chattels of the said Railway Company, and to be paid to the said Canal Company, their Agent or Clerk, rendering the Overplus (if any), upon Demand, after deducting the reasonable Charges of making such Distress and Sale, to the said Railway Company, or the said Company of Proprietors of the said Canal may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of Her Majesty's Courts at *Westminster*; and the said Railway Company shall also make Compensation to all other Parties navigating on the said Canal for all Loss or Injury which they may sustain by the Obstruction or Delay occasioned by such Interruption or Stoppage as aforesaid, to be recovered in like Manner.

LXXIX. And be it enacted, That wheresoever the said Branch Railway shall be constructed within Fifty Yards from the said Canal Navigation from *Manchester* to or near *Ashton-under-Lyne* and *Oldham*, between the said *Guide Bridge* Station and the Point where the said Branch Railway shall be carried over the River *Tame*, the said Railway Company shall and they are hereby required to erect and maintain in perfect Repair proper Screens or Walls to the Satisfaction of the Engineer for the Time being of the said Company of Proprietors of the said Canal, and of a Height and Dimensions sufficient to conceal and screen the Steam Engines and other Machinery and Carriages passing along the said Railway from the View of Horses upon the Towing Path of the said Canal; and in case the said Railway Company shall at any Time or Times neglect or refuse, for One Calendar Month next after Notice in Writing shall be given to them for that Purpose by the Clerk of the said Company of Proprietors of the said Canal, to proceed to erect and complete or make good and repair, as the Case may be, such Screens or Walls as aforesaid, in such Situations within the Limits aforesaid, as shall from Time to Time be required by the said Company of Proprietors of the said Canal, and specified in such Notice, it shall be lawful for the said Company of Proprietors of the said Canal immediately to proceed to erect and complete or make good and repair the same, as the Case may be; and all the Costs, Charges, and Expences incurred by them therein shall from Time to Time be paid, on Demand, by the said Railway Company, or on failure of Payment for Seven Days after such Demand, may be recovered by the said Company of Proprietors of the said Canal from the said Railway Company, with full Costs of Suit, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*.

Screens to be maintained where Railroad constructed within a certain Distance of Manchester, Ashton-under-Lyne, and Oldham Canal.

[*Local.*]

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LXXX. And

Saving  
Rights of  
Company of  
Proprietors  
of Peak  
Forest Canal,  
and prevent-  
ing Obstruc-  
tion to Canal.

LXXX. And whereas the said Branch Railway to *Ashton-under-Lyne* and *Stalybridge* is intended to pass over the *Peak Forest Canal* in the Township of *Dunkinfield* in the Parish of *Stockport* in the County of *Chester*, and it is expedient to provide against Obstructions being occasioned thereby to the free Navigation of the said Canal; be it therefore enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the said Canal, or authorize or empower the said Railway Company (except so far as is consistent with the Enactments hereinafter contained for the Protection of the said Company of Proprietors of the said Canal) to alter the Line or Level of the said Canal or Towing Path thereto, or any Part thereof, or to obstruct the Navigation of the said Canal or any Part thereof, or to divert any of the Waters therein or which now supply the said Canal, or to injure any of the Works of the said Canal; and it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway, as delineated in the Maps or Plans of the said Railway deposited with the Clerk of the Peace for the County of *Lancaster*, at the Point where the said Railway crosses the said Canal, without the Consent of the said Company of Proprietors of the said Canal under their Common Seal first had and obtained.

Regulating  
Construction  
of Bridge  
over Peak  
Forest Canal.

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

Providing  
Remedy in  
case of Ob-  
struction to  
Peak Forest  
Canal.

LXXXII. And be it enacted, That if in the Execution of the Works by this Act authorized to be made, or by reason of any Act or Omission of the said Railway Company, their Agents, Servants, or Workmen, or if by reason or in consequence of any of the said Works when made, the said *Peak Forest Canal* or the Towing Path thereof shall

shall at any Time be so obstructed as that Boats, Barges, or other Vessels using the same cannot conveniently pass along the same, then and in either of such Cases it shall and may be lawful for the said Company of Proprietors of the said Canal, at the Costs and Charges of the said Railway Company, to remove, take, and put away such Obstruction or Impediment as aforesaid, and to make good all Damage or Injury done to the said Navigation thereby, and that the said Railway Company shall pay to the said Company of Proprietors of the said Canal, as or by way of ascertained Damages, all Costs and Charges to be incurred as aforesaid; and also the Sum of Five Pounds for every Hour during which any such Obstruction or Impediment shall continue: Provided always, that if such Obstruction or Impediment shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of any of the Servants of or Persons employed by the said Railway Company, then and in every such Case the said Railway Company shall pay to the said Company of Proprietors of the said Canal the Sum of Ten Pounds for every Hour during which the Obstruction shall continue, to be computed from the Commencement of such Obstruction, as or by way of ascertained Damages; and in default of Payment of such Costs and Charges, or of such Sum or Sums, as the Case may be, on Demand made of or from the Treasurer of the said Railway Company, such Demand being made in Writing, and fully and accurately stating the Particulars thereof, any Two or more of Her Majesty's Justices of the Peace shall and they are hereby required, on Application by the said Company of Proprietors of the said Canal, or their Clerk or Clerks, or other Persons authorized by them, by Warrant under the Hands and Seals of the said Justices, to cause the Amount thereof to be levied by Distress and Sale of the Goods and Chattels of the said Railway Company, and to be paid to the said Canal Company, their Agent or Clerk, rendering the Overplus (if any), upon Demand, after deducting the reasonable Charges of making such Distress and Sale, to the said Railway Company, or the said Company of Proprietors of the said Canal may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of Her Majesty's Courts at *Westminster*; and the said Railway Company shall also make Compensation to all other Parties navigating on the said Canal for all Loss or Injury which they may sustain by the Obstruction occasioned by such Interruption or Stoppage as aforesaid, to be recovered in like Manner.

LXXXIII. And be it enacted, That in case the said Railway shall be made to cross a Street in *Ashton-under-Lyne* called *Wharf Street*, the said Company shall carry the same across the said Street by an Arch of not less than Thirty Feet Span; and in case the said Railway shall be made to cross a Road or Highway in *Ashton-under-Lyne* called *Whitelands* or *Dukinfield Road*, the said Company shall carry the same across the said Road or Highway by a Viaduct of Three Arches or other Openings of not less than Twenty Feet Span each; and the said Company shall not lower the said Road or Highway more than One Foot below the present Level thereof.

For the Protection of Streets in the Town of Ashton-under-Lyne.

LXXXIV. Pro-

Saving  
Rights of  
Ashton  
Waterworks  
Company.

5 & 6 W. 4.  
c. 61.

LXXXIV. Provided always, and be it 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 *Ashton-under-Lyne* Waterworks Company in virtue of an Act passed in the Fifth and Sixth Years of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for better supplying with Water the Town of Ashton-under-Lyne, and the Neighbourhood thereof, within the Parish of Ashton-under-Lyne in the County Palatine of Lancaster*, or otherwise, further than shall be necessary for making and maintaining the Works hereby authorized to be made, subject to the Provisions herein contained.

Water Pipes  
crossed by  
Railway to  
be arched  
over.

LXXXV. And be it enacted, That in every Case where the said Railway shall cross over any Pipe or Pipes of the said Waterworks Company now laid or to be laid in virtue of the said Act at any Time hereafter prior to the making of the said Railway, and where the said Pipes shall not be readily accessible by means of other Arches or Culverts erected by the said Railway Company over the same, 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 Three Feet at the least; and the said Company hereby incorporated shall for ever hereafter keep the same Arches or Culverts, at their own proper Costs and Charges, in good and substantial Repair.

Notice to  
be given to  
Ashton  
Waterworks  
Company  
previous to  
altering  
Pipes.

LXXXVI. And be it enacted, That the said Waterworks Company shall at all Times have free and uninterrupted Access to all their respective Main Pipes, Service Pipes, and Branch Pipes; and in the event of its being necessary in making, maintaining, or altering the Works of the said Railway that any of the Pipes of the said Waterworks Company or their Tenants should be altered, raised, removed, or relaid, the said Railway Company hereby incorporated shall give Notice in Writing, to be left at the Office or Place of Business of the said Waterworks Company, in manner following; that is to say, One Month's 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 Waterworks Company out of the Funds arising under this Act; and all Loss, Costs, Damages, and Expences which the said Waterworks Company or their Tenants shall or may sustain or be put unto in consequence of the said Pipes being so altered, raised, or removed shall be paid out of the said Funds; but in case the Waterworks Company shall fail or neglect to do so it shall be lawful for the said Railway Company forthwith to alter, raise, lower, remove, or relay the same, and to do all such Acts as may be necessary or proper for such Purpose, and to exercise such Power and Authority for the doing thereof as the said

Waterworks

Waterworks Company may possess, and shall pay and discharge all such Loss, Costs, Damages, and Expences which may be sustained as aforesaid; 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, upon the Application of the said Waterworks Company, be ascertained and settled by Two Justices of the Peace for the said County of *Lancaster*, not being Shareholders in either of the said Companies; 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, together with full Costs of Suit, from the said last-mentioned Company, by Action of Debt or on the Case in any of Her Majesty's Courts at *Westminster*; and the Signature of the said Justices to the Amount so by them ascertained and settled as aforesaid shall be conclusive Evidence of the Amount of such Debt or Demand.

LXXXVII. And be it enacted, That, subject to the Provisions in the said recited Acts and this Act contained, it shall be lawful for the Company, at any Time before the Completion of the said Branch Railway, without making any previous Payment, Tender, or Deposit, to enter upon and use any existing private Roads, not being more than Five hundred Yards distant from the Centre of the said Branch Railway, and also to enter upon any Lands, not being more than Two hundred and fifty Yards distant from the Centre of the said Branch Railway, and not being a Garden, Orchard, Park, Plantation, planted Walk, Avenue, or Ground planted and set apart as a Nursery for Trees, and not being nearer than Five hundred Yards to the Mansion House of the Owner of any such Lands, and to occupy the said Lands during the Construction or Repair of the said Branch Railway, and to use the same for any of the following Purposes; (that is to say,)

Power to take temporary Possession of Land without previous Payment of Price.

For the Purpose of taking Earth or Soil by Side Cuttings therefrom;

For the Purpose of depositing Spoil thereon;

For the Purpose of obtaining Materials therefrom for the Formation of the said Branch Railway; or

For the Purpose of forming Roads thereon to or from the said Branch Railway:

And in exercise of the Powers aforesaid it shall be lawful for the Company to deposit and also to manufacture and work upon such Lands Materials of every Kind used in constructing the said Branch Railway, and also to dig and take from and out of any such Lands any Clay, Stone, Gravel, Sand, or other Things that may be found therein useful or proper for constructing the said Branch Railway or any such Roads as aforesaid.

LXXXVIII. And be it enacted, That in case any such Lands shall be required for Spoil Banks or for Side Cuttings, or for obtaining Materials for the Construction or Repair of the said Branch Railway,

Company to give Notice previous to such tem-

[*Local.*]

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the

porary Possession.

the Company shall before entering thereon (except in the Case of Accident requiring immediate Reparation) give Six Weeks Notice in Writing to the Owners and Occupiers of such Lands of their Intention to enter upon the same for such Purposes; and in case the said Lands are required for any of the other Purposes herein-before mentioned the Company shall (except in the Case aforesaid) give Ten Days like Notice thereof; and the Company shall in such Notices respectively state the Substance of the Provisions herein-after contained respecting the Right of such Owner or Occupier to require the Company to purchase any such Lands, or to receive Compensation for the temporary Occupation thereof, as the Case may be.

Power to Owner to object that other Lands ought to be taken.

LXXXIX. And be it enacted, That if such Lands are required for any Purpose in respect of which a Notice of Six Weeks is herein-before required to be given, it shall be lawful for the Owner or Occupier thereof, within Ten Days after the Service of such Notice, to object to the Company making use of such Lands, on the Ground that other Lands lying contiguous thereto, and being such as the Company are herein-before authorized to use for the Purposes aforesaid, might be more beneficially occupied for such Purposes by the Company; and in such Case, if the Company shall refuse to occupy such other Lands in lieu of those mentioned in the Notice, it shall be lawful for Two Justices, on the Application of such Owner or Occupier, to summon the Company and the Owners and Occupiers of such other Lands to appear before them at any Time not being more than Fourteen Days after such Application, nor less than Seven Days from the Service of such Summons; and on the hearing pursuant to such Summons it shall be lawful for such Justices to determine summarily which of the said Lands shall be occupied by the Company for the Purposes aforesaid, and to authorize the Company to occupy the same accordingly.

Power to the Justices to summon other Owners before them.

XC. Provided always, and be it enacted, That if it shall appear to such Justices upon the Inquiry before them that the Lands of any other Party not summoned before them, being sufficient in Quantity, and adapted to the Purposes for which the same are required, and such as the Company are herein-before authorized to take or use for the Purposes aforesaid, would be more suitable to be used by the Company than the Lands of the Person who shall have been so summoned as aforesaid, it shall be lawful for the said Justices to adjourn such Inquiry, and to summon such other Person to appear before them at any Time, not being more than Fourteen Days from such Application, nor less than Seven Days from the Service of such Summons; and on the hearing of such last-mentioned Summons, or in default of such other Person to appear thereat, to determine finally which Lands shall be occupied or used for the Purposes aforesaid, and to authorize the Company to occupy the same accordingly.

The Company to give Security if required.

XCI. And be it enacted, That before entering upon any such Lands as shall be required for Spoil Banks or for Side Cuttings, or for obtaining Materials as aforesaid, the Company shall, if required by the Owner or Occupier thereof, Seven Days at least before the Expiration of the Notice to take such Lands as herein-before mentioned,

tioned, find Two sufficient Persons, to be approved of by a Justice in case the Parties differ, who shall enter into a Bond to such Owner or Occupier in a Penalty of the Amount of Fifty Pounds *per Acre*, conditioned for the Payment of such Compensation as may become payable in respect of the same in manner herein mentioned.

XCVI. And be it enacted, That before the Company shall use any such Lands for any of the Purposes aforesaid they shall, if required so to do by the Owner or Occupier thereof, separate the same by a sufficient Fence from the Lands adjoining thereto.

Company to separate the Lands before using them.

XCVII. And be it enacted, That where the Company shall, in exercise of the Powers aforesaid, enter upon any Lands for the Purpose of making Spoil Banks or Side Cuttings thereon, or for obtaining Materials for the Construction or Repair of the Railway therefrom, it shall be lawful for the Owners or Occupiers of such Lands having such Estates or Interests therein as under the Provisions of the said first-recited Act or this Act would enable them to sell or convey Lands to the Company, at any Time during the Possession of any such Lands by the Company, and before such Owners or Occupiers shall have accepted Compensation from the Company in respect of such temporary Occupation, to serve a Notice in Writing on the Company, requiring them to purchase the said Lands, or their Estates and Interests therein respectively; and in such Notice such Owners or Occupiers shall set forth the Particulars of their Estates or Interests in such Lands, and the Amount of their Claims in respect thereof; and the Company shall thereupon be bound to purchase the said Lands, or the Estate and Interest therein of the Parties serving such Notice; and the Value of such Lands, and the Compensation payable therefor to such Owners and Occupiers, shall, in case of Difference, be determined as in other Cases of disputed Compensation under the first-recited Act and this Act.

Owners of Lands may compel Company to purchase Lands so temporarily occupied.

XCVIII. Provided always, and be it enacted, That if any Party entitled to Compensation in respect of Damage temporarily sustained shall require to have the Amount of such Compensation determined by a Jury, he shall, before requiring the Company to issue their Warrant for causing such Jury to be summoned, enter into a Bond to the Company, with Two sufficient Sureties, in the penal Sum of Two hundred Pounds, duly to prosecute his Claim, and to bear such Part of the Costs, if any, incidental to the Inquiry, as he shall be required to pay in that Behalf.

Bonds for Costs of Trial by Jury in case of temporary Damage.

XCVIX. And be it enacted, That where in any of the Cases aforesaid the Company shall not be required to purchase such Lands, and in all other Cases where they shall take temporary Possession of Lands by virtue of the Powers herein granted, it shall be incumbent on the Company, within One Month after their Entry upon such Lands, upon being required so to do, to pay the Occupiers of the said Lands the Value of any Crop or Dressing that may be thereon, and to agree with the Owner and Occupier thereof for the Payment of an annual Sum by way of Rent during the Occupation thereof, and

Compensation to be made for temporary Occupation.

and also within Six Calendar Months after they shall have ceased to occupy the said Lands, and not later than Six Calendar Months after the Expiration of the Time by this Act limited for the Completion of the said Branch Railway, to pay to such Owner and Occupier Compensation for any permanent Damage or Injury that may have been done to the said Lands in the Exercise of the Powers herein-before granted; and the Amount of such permanent Damage shall, in case of Difference, be determined as in other Cases of disputed Compensation under the said first-recited Act and this Act; and the Value of any Crop or Dressing which may be on the said Lands, and the Rent payable in respect thereof during the Possession of the Company, whatever the Amount of Claim in respect of the same may be, shall, in case of Difference, be determined as other Cases of disputed Compensation under Fifty Pounds are determinable under this Act.

Alteration of  
Water and  
Gas Pipes,  
&c.

XCVI. And be it enacted, That it shall be lawful for the Company, for the Purpose of constructing the said Branch Railway, to raise, sink, or otherwise alter the Position of any of the Watercourses, Water Pipes, or Gas Pipes belonging to any of the Houses adjoining or near to the said Branch Railway, and also the Mains and other Pipes laid down by any Company or Person who may furnish the Inhabitants of such Houses or Places with Water or Gas, and also to remove all other Obstructions in such Construction, so as the same respectively be done with as little Detriment and Inconvenience to the said Company, Person, or Inhabitants as the Circumstances will admit, and be done under the Superintendence of the several Commissioners or Trustees or Persons having Control of the Pavements, Sewers, Roads, Streets, Highways, Lands, and other public Passages and Places within the Parish or District where such Mains, Pipes, or Obstructions shall be situate, or of their Surveyor; but it shall not be lawful for the Company to alter the Position of any Pipes so as to lay the same contrary to the Regulations of any Act of Parliament relating thereto.

Penalty for  
obstructing  
Supply of  
Gas or Water.

XCVII. And be it enacted, That if by any such Operation as aforesaid the Company shall interrupt the Supply of any Water or Gas they shall forfeit Five Pounds for every Day that such Supply shall be so interrupted; and such Penalty shall be appropriated to the Benefit of the Poor of the Parish in which such Obstruction shall occur, and in such Manner as the Overseers of the Poor of the Parish shall direct.

Roads not to  
be crossed  
or a Level.

XCVIII. And with respect to the crossing of Roads by the said Branch Railway, be it enacted, That if the Line of the said Branch Railway cross any Turnpike Road or public Carriageway, either such Turnpike Road or public Carriageway shall be carried over the said Branch Railway, or the said Branch Railway shall be carried over such Road, by means of a Bridge of the Height and Width and with the Ascent or Descent by this Act in that Behalf provided; and such Bridge and other necessary Works connected therewith shall be executed at the Expence of the Company.

XCIX. And



XCIX. And be it enacted, That every Bridge to be erected for the Purpose of carrying the said Branch Railway over any Road shall be built in conformity with the following Regulations; (that is to say,) Bridges over Roads.

The Width of the Arch shall be such as to leave thereunder a clear Space of not less than Thirty Feet if the Arch be over a Turnpike Road, and of Twenty Feet if over a public Carriage Road, and of Twelve Feet if over a private Carriage Road:

The clear Height of the Arch from the Surface of the Road shall not be less than Sixteen Feet for a Space of Twelve Feet if the Arch be over a Turnpike Road, and Fifteen Feet for a Space of Ten Feet if over a public Carriage Road; and in each of such Cases the clear Height or springing of the Arch shall not be less than Twelve Feet:

The clear Height of the Arch for a Space of Nine Feet shall not be less than Twelve Feet over a private Carriage Road:

The Descent under the Bridge shall not exceed One Foot in Thirty Feet if the Bridge be over a Turnpike Road, One Foot in Twenty Feet if over a public Carriage Road, and One Foot in Sixteen Feet if over a private Carriage Road or Occupation Way.

C. And be it enacted, That every Bridge erected for carrying any Road over the said Branch Railway shall be built in conformity with the following Regulations; (that is to say,) Bridges over Railway.

There shall be a good and sufficient Fence on each Side of the Bridge of not less Height than Four Feet:

The Road over the Bridge shall have a clear Space between the Fences thereof of Thirty-five Feet if the Road be a Turnpike Road, and Twenty-five Feet if a public Carriage Road, and Twelve Feet if a private Road:

The Ascent shall not be more than One Foot in Thirty Feet if the Road be a Turnpike Road, One Foot in Twenty Feet if it be a public Carriage Road, and One Foot in Sixteen Feet if it be a private Carriage Road.

CI. Provided always, and be it enacted, That in all Cases where any existing Roads are of less Width at the Points of crossing the same than the Width herein-before prescribed for Bridges over or under the said Branch Railway, then and in such Case the Width of such Bridges need not be greater than the Width of such Roads, but so nevertheless that such Bridges be not of less Width, in the Case of a Turnpike Road or public Highway, than Twenty Feet. In case of Roads being of less Width than herein prescribed the Width of Bridges need not exceed the Width of Road.

CII. And be it enacted, That if, in the Exercise of the Powers by this Act granted, any Part of any Road, whether Carriage Road, Horse Road, Tramroad, or Railway, either public or private, be found necessary to be gone across, cut through, raised, sunk, or taken, so that it will be so much injured thereby as to be impassable for or dangerous to Travellers, Passengers, or Carriages, or to the Persons entitled to the Use thereof, the Company shall, before such Road shall be so injured, cause a sufficient Road to be made instead Before Roads be interfered with others to be substituted.

[Local.]

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of the Road to be interfered with; and such substituted Road shall, at the Expence of the Company, be made and maintained in a State as convenient for Passengers and Carriages as the Road so interfered with, or as nearly so as can be.

Penalty for not substituting a Road.

CIII. And be it enacted, That if the Company do not cause another sufficient Road to be so made before they injure any such existing Road as aforesaid they shall forfeit Five Pounds for every Day during which such substituted Road shall not be made after the existing Road shall have been injured; and such Penalty shall be paid to the Trustees, Commissioners, Surveyor, or other Person having the Management of such Road; if a public Road, or, in case of a private Road, to the Owner thereof, and when paid in respect of any public Road shall be applied for the Purposes thereof.

Period for Restoration of Roads interfered with.

CIV. And be it enacted, That if such former Road as aforesaid cannot be restored compatibly with the Formation and Use of the said Branch Railway, the Company shall cause such new Road to be put into a permanently substantial Condition; and if such former Road can be restored compatibly with the Formation and Use of the Railway, such Restoration shall be made, and the former Road shall be restored, or the substituted Road shall be put into such Condition as aforesaid (as the Case may be) within the following Periods after the first Operation on the former Road shall have been commenced, unless the Trustees or Parties having Charge of the Road to be restored, by Writing under their Hands, consent to an Extension of the Period, and in such Case within such extended Period; (that is to say,) if the Road be a Turnpike Road within Six Months, and if the Road be not a Turnpike Road within Twelve Months.

Penalty for failing to restore Roads.

CV. And be it enacted, That if any such Road be not restored, or the substituted Road be not completed, within the Period hereinbefore fixed for that Purpose, the Company shall forfeit Five Pounds for every Day after the Expiration of that Period during which such Road shall not be so restored, or the substituted Road be not completed in such Condition as aforesaid; and such Penalty shall be paid to the Trustees, Commissioners, Surveyor, or other Person having the Management of the Road interfered with by the Company, if a public Road, and be applied for the Purposes of such Road, or if a private Road, the same shall be paid to the Owner thereof; and every such Penalty shall be recoverable by Action in any of the Superior Courts.

Company to repair Roads used by them other than Turnpike Roads.

CVI. And be it enacted, That if in the course of making the said Branch Railway the Company shall use or interfere with any Road not being a Turnpike Road, and whether a public or private Road, they shall maintain the same in as good State of Repair, as nearly as may be, as such Road was in at the Time when the Company began to use the same, and shall leave the same in such State of Repair at the Conclusion of their Use thereof; and if any Difference arise as to the State of any such Road, either before or after the Use thereof by the Company, the Question shall be referred to the Determination of Two Justices; and such Justices may direct such Improvements

ments or Repairs to be made in the State of such Road, and within such Period, as they think reasonable, and may impose on the Company for not carrying into effect such Improvements or Repairs any Penalty, not exceeding Five Pounds *per* Day, as to such Justices shall seem just.

CVII. And be it enacted, That if the Company shall neglect to commence such Works within the Time appointed by such Justices in that Behalf, they shall forfeit Five Pounds for every Day during which they do not so commence; or if, having commenced, they shall not continue from Day to Day duly to execute such Works until the Completion thereof, they shall forfeit Five Pounds for every Day during which they do not so proceed in the Execution of such Works; and if the Company shall not complete such Works within the Time in that Behalf appointed by such Justices they shall forfeit Five Pounds for every Day during which such Works shall remain uncompleted beyond the Time so appointed for their Completion; and every such Penalty shall be recoverable by the Commissioners or Trustees of such Turnpike Road by Action in any of the Superior Courts.

Penalty for failing to construct.

CVIII. And be it enacted, That the Company shall make convenient Ascents and Descents, where required, for every Footway crossed by the said Branch Railway.

Crossing of Footways.

CIX. And be it enacted, That in this Act the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

Interpretation of Act.

Words importing the Singular Number shall include the Plural Number, and Words importing the Plural Number shall include the Singular Number;

Words importing the Masculine Gender shall include Females;

The Word "Month" shall mean Calendar Month;

The Expression "Superior Courts" shall mean Her Majesty's Superior Courts of Record at *Westminster*;

The Word "Oath" shall include Affirmation in case of Quakers, or other Declaration or Solemnity lawfully substituted for an Oath in the Case of other Persons exempt by Law from the Necessity of taking an Oath;

The Word "Lands" shall extend to Messuages, Lands, Tenements, and Hereditaments of any Tenure;

The Word "County" shall include any Riding or other like Division of a County;

The Word "Sheriff" shall include Under Sheriff or other legal competent Deputy; and where any Matter in relation to any Lands is required to be done by any Sheriff, or by any Clerk of the Peace, the Expression "the Sheriff" or the Expression "the Clerk of the Peace," shall in such Case be construed to mean the Sheriff or the Clerk of the Peace of the County, City, Liberty, or Place where such Lands shall be situated; and if the Lands in question, being the Property of one and the same Party, be situate not wholly in One County, City, Liberty, or Place, the same

same Expression shall be construed to mean the Sheriff or Clerk of the Peace of any County, City, Liberty, or Place where any Part of the Lands shall be situate ;

The Word "Justice" shall mean Justice of the Peace for the County, City, Liberty, or Place where the Matter requiring the Cognizance of any Justice shall arise, and who shall not be interested in the Matter ; and where the Matter shall arise in respect of Lands, being the Property of one and the same Party, situate not wholly in any One County, City, Liberty, or Place, the same shall mean a Justice acting for the County, City, Liberty, or Place where any Part of such Lands shall be situate, and who shall not be interested in such Matter ;

The Expression "the said Branch Railway" shall mean the Branch Railway and Works connected therewith by this Act authorized to be made ; and

The Expression "the Company" shall mean the Company incorporated by the said first-recited Act.

Provision of  
3 & 4 Vict.  
c. 97. and  
5 & 6 Vict.  
c. 55. to be  
extended to  
this Act.

CX. And whereas by an Act of Parliament passed in the Fourth Year of the Reign of Her present Majesty, intituled *An Act for regulating Railways*, and by another Act passed in the Sixth Year of the Reign of Her Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*, certain Provisions were enacted for the Supervision of Railways, and other Purposes ; be it enacted, That the Provisions of the said recited Acts, except such of the same as shall be repealed or inapplicable to the Railway and Branch Railway to be made by virtue of this and the said recited Acts, shall be in force in respect of the said Railway and Branch Railway in the same Manner as if such Provisions were repeated and re-enacted in this Act in reference to the same.

Nothing  
herein to  
exempt this  
Railway from  
1 & 2 Vict.  
c. 98. ;

CXI. And be it enacted, That nothing in this Act contained shall be held to exempt the Railway or Branch Railway by the said first-recited Act or this Act authorized to be made from the Provisions of an Act passed in the First and Second Years of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railways*.

nor from the  
Provisions of  
any general  
Act.

CXII. And be it enacted, That nothing herein contained shall be deemed or construed to exempt the Railway or Branch Railway by the said first-recited Act or this Act authorized to be made from the Provisions of any general Act relating to the said recited Act or this Act which may be passed during the present Session of Parliament, or of any general Act relating to Railways which may pass during the present or any future Session of Parliament.

Public Act.

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

## SCHEDULES referred to in the foregoing Act.

## SCHEDULE (A.)

Specifying the Lands for the Purchase of which the Period limited by the first-recited Act is extended.

Number on the Plans and Books of Reference referred to in the Act of 7 Will. 4. recited in this Act.	Present Owner or reputed Owner.	Present Lessee or reputed Lessee.	Present Occupier.	Present Description.
<i>Township of Brightside Bierlow in the Parish of Sheffield in the West Riding of the County of York.</i>				
51.	Mary Price	Edward Brooksbank Tattershall and John Rodgers, Assignees of Luke Palfreyman, a Bankrupt, and Edward Brooksbank Tattershall, Mortgagee in possession.	John Cooke, Thomas White, Jonathan Ingham, Thomas Swain, Solomon Muscroft, Joseph Howson, William Jennett, and One House empty.	Six Tenements or Dwelling Houses, Two Workshops, and Yard.
52.	Ditto	John Firth	George Shackley, William Tyas, Matthias Eadon, John Wall, and One empty.	Five Tenements or Dwelling Houses, Stables, Smithies or Workshops, and Yard.
59.	Isaac Mitchell	- - -	George Turner, Thomas Blackwell, William Howson, Stephen Dyson, George Bennett, William Wragg, Edward Rollins, John Lee, and One empty.	Nine Tenements or Dwelling Houses, Outbuildings, and Yard.
60.	Joseph Shaw	- - -	Joseph Snow, Stephen Muscroft, Jonathan Twigg, Daniel Coldwell.	Four Tenements or Dwelling Houses, Fork-maker's Workshops, and Yards.
81.	James Wilson	Benjamin Butcher, Edward Butcher, and Samuel Marsland, Trustees of the late John Butcher.	Joseph Davy	Stable, Barn, Shed, and Yard.

*Township of Mottram-in-Longdendale in the Parish of Mottram-in-Longdendale in the County of Chester.*

206.	John Bostock	- - -	John Bostock	Pasture Field.
206 a.	Ditto	- - -	Ditto	Road to Quarry.
209.	Ditto	- - -	Ditto	Wood.
Part of 206.	John Bostock and Thomas Andrew.	- - -	Thomas Andrew	Garden or vacant Land.
Part of 206.	John Bostock and John Andrew.	- - -	John Andrew and Edwin Pownall.	Houses, Schoolhouse, Outbuildings, Yard, Garden, and vacant Land.

[Local.]

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## SCHEDULE (B.)

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

*Audenshaw Division in the Parish of Ashton-under-Lyne.*

1.	The Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	- - -	The Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	The Sheffield, Ashton-under-Lyne, and Manchester Railway, with the Rails, Embankments, vacant Ground, Engine House, Works, and Appurtenances.
2.	The Earl of Stamford and Warrington.	- - -	The Sheffield, Ashton-under-Lyne, and Manchester Railway Company and John Bolton.	Bank of Canal, and Land used as Station Ground, with Shed.
7.	The Earl of Stamford and Warrington, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	- - -	Abraham Linney, underlet to James Hilton.	A small Wood.

*Ashton Town Division in the Parish of Ashton-under-Lyne.*

2.	The Earl of Stamford and Warrington.	- - -	Thomas Cockkill, David Travis, Ann Knott.	Three Cottages, Outbuildings, Yard, and Gardens.
2 a.	Ditto - - -	- - -	Thomas Cockkill -	Shippon.
3.	Ditto - - -	- - -	Ann Knott -	Garden.
13.	The Earl of Stamford and Warrington, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	Samuel Higginbottom.	Samuel Leach and John Rose.	Two Cottages, Outbuildings, and Yards.
14.	Ditto - - -	Ditto - - -	Thomas Highfield -	Cottage, Outbuildings, and Yard.
15.	Ditto - - -	Ditto - - -	Samuel Higginbottom.	Barn and Shippon.
17.	The Earl of Stamford and Warrington.	Ditto - - -	Joshua Smith, Thomas Seville, Joseph Lomas, and Peter Nield.	Four Cottages, Outbuildings, and Yard.
18.	Ditto - - -	Ditto - - -	Peter Nield -	Garden.
19.	Ditto - - -	Ditto - - -	Samuel Higginbottom.	Garden and Garden House.
21.	Ditto - - -	Ditto - - -	Benjamin Kenworthy.	Garden with small Building therein.
22.	Ditto - - -	Ditto - - -	John Hitchin -	Ditto.
23.	Ditto - - -	Ditto - - -	Joseph Hurst -	Ditto,

No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
24.	The Earl of Stamford and Warrington and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	Samuel Higginbottom.	Samuel Higginbottom.	Wood and Waste Land.
26.	The Earl of Stamford and Warrington.	Peter Leigh	Peter Leigh	Cotton Mill, Warehouse, Yard, Boiler Shed, and Outbuildings.
27.	Ditto	Ditto	Ditto	Blowing Room, Water-wheel House, and Water-wheel.
30.	Ditto	Alfred Reyner, Frederick Reyner, Louisa Ann Reyner, Angela Reyner, John Cheetham.	William Chatterton	Two Cottages and Garden.
31.	The Earl of Stamford and Warrington, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	Ditto	John Barker	Cottage and Garden.
32.	Ditto	Ditto	Joseph Barber	Garden.
33.	Ditto	Ditto	John Foster	Ditto.
34.	The Earl of Stamford and Warrington.	Ditto	George Howorth	Cottage and Garden.
35.	Ditto	Ditto	Thomas Bunting	Ditto.
36.	Ditto	Ditto	Isaac Marsland	Garden.
37.	Ditto	Ditto	Joseph Barber	Ditto.
38.	Ditto	Ditto	David Ashton	Cottage and Garden
39.	The Earl of Stamford and Warrington, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	Ditto	William Francis	Garden.
40.	Ditto	Ditto	John Thomas	Ditto.
41.	Ditto	Ditto	Hugh Kenworthy	Cottage and Garden.
42.	Ditto	Ditto	John Foster	Garden.
43.	The Earl of Stamford and Warrington.	Ditto	William Chatterton	Ditto.
44.	Ditto	Ditto	Ditto	Ditto.
47.	The Earl of Stamford and Warrington, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	Ditto	Edward Smith and John Buckley.	Two Cottages.
48.	The Earl of Stamford and Warrington.	Ditto	Samuel Tankard and Thomas Moss.	Cottage and Garden.
49.	Ditto	Ditto	William Brandon	Garden.
50.	The Earl of Stamford and Warrington, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	Ditto	John Collins	Ditto.
51.	Ditto	Ditto	Uriah Smith	Ditto.
52.	Ditto	Ditto	Joseph Barber	Cottage and Garden.

No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
53.	The Earl of Stamford and Warrington.	Alfred Reyner, Frederick Reyner, Louisa Ann Reyner, Angela Reyner, John Cheetham.	Joseph Barber -	Cottage and Garden.
54.	Ditto - -	Ditto - -	Ditto - -	Garden.
55.	Ditto - -	Ditto - -	William Garner -	Ditto.
57.	The Earl of Stamford and Warrington, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	William Wanklyn -	William Wanklyn -	Ditto.
58.	Ditto - -	Ditto - -	Ditto - -	Silk Mill, Stove, Engine House, Yard, and vacant Land.
59.	Ditto - -	Nathan Lees, James Lees, and Watkin Lees.	Nathan Lees, James Lees, and Watkin Lees.	Pasture and Arable Field, and Shed therein.
60.	Ditto - -	Ditto - -	Ditto - -	Bridge over the River Tame.
63.	The Earl of Stamford and Warrington, Richard Millett, John Stanley, Thomas Thompson, Nathaniel Littler, Frederick Wyld Bromley, Legh Richmond, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company, and John Justice Southam.	- - -	John Stanley -	Pasture Field.
64.	The Earl of Stamford and Warrington.	John Stanley -	Edward Sigley and Charles Sigley.	Stone Wharf, Office, Smithy, Shed, and Crane.
65.	The Earl of Stamford and Warrington, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	Ditto - -	William Hague -	Dwelling House, Stable, Wharf, Warehouse, Crane, and Outbuildings.
66.	Ditto - -	Samuel Cowley -	George Clarke Pauling and Charles Henfry.	Wharf.
67.	Ditto - -	Ditto - -	Joseph Marshall -	Cottage, Outbuildings, and Yard.
68.	Ditto - -	Ditto - -	Samuel Cowley -	Timber-yard, Wharf, Saw-pit, Shed, Joiner's Shop, and Crane.
69.	The Company of Proprietors of the Canal from Manchester to Ashton-under-Lyne and Oldham, and the Earl of Stamford and Warrington,	- - -	John Bolton -	Cottage, Office, Stable, Outbuildings, and Yard.



No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
70.	The Company of Proprietors of the Canal from Manchester to Ashton-under-Lyne and Oldham, and the Earl of Stamford and Warrington.	- - -	The Company of Proprietors of the Canal from Manchester to Ashton-under-Lyne and Oldham, and John Bolton.	Wharf and Crane.
73.	Legh Richmond, the Earl of Stamford and Warrington, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	- - -	Legh Richmond -	Garden, Plantation, and vacant Land.
77.	The Earl of Stamford and Warrington, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	- - -	The Earl of Stamford and Warrington.	Orchard, with a small Building therein.
78.	The Earl of Stamford and Warrington.	- - -	Ditto and James Kenworthy.	Ashton Hall Pleasure Grounds, Yards, Stables, Coach-house, and Out-buildings.
78a.	The Earl of Stamford and Warrington and John Stanley.	- - -	John Stanley -	Vacant Land with Terrace Walls.
78b.	The Earl of Stamford and Warrington.	- - -	The Reverend John Handforth, Nathaniel Howard, Robert Alger, Joseph Fletcher, and Samuel Swire.	Yard.
79.	The Earl of Stamford and Warrington, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	- - -	The Earl of Stamford and Warrington.	Garden.
80.	Ditto - -	- - -	Ditto - -	Ditto.
81.	Ditto - -	- - -	Ditto and James Kenworthy.	Land, partly vacant and partly planted.
82.	Ditto - -	- - -	The Earl of Stamford and Warrington.	Garden.
91.	Ditto - -	- - -	Ditto - -	Wood and Waste Land.
92.	The Earl of Stamford and Warrington.	Alfred Reyner, Frederick Reyner, Louisa Ann Reyner, Angela Reyner, and John Cheetham.	Samuel Kay, underlet to Samuel Clarke.	Cottage and Garden.
93.	The Earl of Stamford and Warrington, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	Ditto - -	John Oliver -	Garden.
94.	Ditto - -	Ditto - -	Alfred Reyner -	Orchard, Arable Field, Pond, and dilapidated Building.
95.	The Earl of Stamford and Warrington.	Ditto - -	Frederick Reyner -	Garden and Summer-house.

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No. on Plan:	Owners or reputed Owners:	Lessees or reputed Lessees.	Occupiers.	Description of Property.
99.	The Earl of Stamford and Warrington, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	Alfred Reyner, Frederick Reyner, Louisa Ann Reyner, Angela Reyner, and John Cheetham.	Samuel Bolton Tomlins.	Garden and Summer-house.
100 <sup>a</sup>	Ditto	Ditto	William Pennington	Garden.
101.	The Earl of Stamford and Warrington.	Ditto	James Ogden Walker.	Garden, Orchard, and Pig-stye.
102.	The Earl of Stamford and Warrington, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	Ditto	Thomas Warren	Garden and Shed.
103.	Ditto	Ditto	Thomas Brownson	Ditto.
104.	The Earl of Stamford and Warrington.	Ditto	William Dooley	Garden.
105.	Ditto	Ditto	James M'Kay	Garden and Summer-house.
106.	Ditto	Ditto	William Hirst	Ditto.
107.	The Earl of Stamford and Warrington, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	Ditto	William Leech	Ditto.
108.	Ditto	Ditto	Robert Whitworth	Ditto.
109.	Ditto	Ditto	James Knott	Ditto.
110.	Ditto	Ditto	Philip Moss	Garden and Shed.
111.	Ditto	Ditto	Benjamin Gouldthorpe.	Garden and Summer-house.
112.	Ditto	Ditto	James Cordray Gee	Ditto.
113.	Ditto	Ditto	Samuel Brierley	Ditto.
114.	Ditto	Ditto	William Booth	Ditto.
115.	Ditto	Ditto	Latimer Finn	Ditto.
116.	Ditto	Ditto	James Garside	Ditto.
118.	Ditto	Thomas Travis	James Ogden Walker.	Cottage, Green-house, Outbuildings, and Garden.
119.	The Earl of Stamford and Warrington.	Ditto	John Mellor	Garden.
120.	Ditto	William Lees	Nathaniel Kettlewell and Richard Scott.	Two Cottages, Stable, Outbuildings, and Yard.
121.	Ditto	Robert Whitworth	Robert Whitworth, Nancy Gatley, and James Whitworth.	Three Cottages, Yard, and Outbuildings.
122.	Ditto	Ditto	Judith Kenyon	Cottage, Yard, and Outbuildings.
124.	Ditto	Thomas Travis	Jem Andrews, and Sarah Brierley.	Two Cottages, Yard, and Outbuildings.
126.	The Earl of Stamford and Warrington, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	Ditto	Jane Reyner	Garden.
128.	The Earl of Stamford and Warrington.	Ditto	Ditto	Dwelling House, Outbuildings, Stable, Garden, and Yard.

No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
133.	The Earl of Stamford and Warrington.	Robert Worthington and Abel Harrison.	Samuel Kay	Orchard.
134.	Ditto	Ditto	Ditto	Orchard and Pasture Field.
135.	Ditto	-	John Price	Garden.
136.	Ditto	-	Ditto	Cottage, Outbuildings, and Yard.
149.	The Earl of Stamford and Warrington, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	Joseph Saville Roberts Evans and William Wrigley, underleased to Samuel Broadbent.	Samuel Broadbent, underlet to John Taylor.	Garden.
150.	Ditto	Ditto	Samuel Broadbent, underlet to James Blackwell and George Walton.	Two Gardens not fenced off.
151.	The Earl of Stamford and Warrington.	Ditto	Samuel Broadbent, underlet to John Hall and John Taylor.	Two Houses, Pigstyes, Yard, and Outbuildings.
152.	Ditto	Ditto	Samuel Broadbent	Shippon, Barn, and Slaughter-house.
156.	The Earl of Stamford and Warrington, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	Ditto	Ditto	Wood.
157.	Ditto	Alfred Reyner, Frederick Reyner, Louisa Ann Reyner, Angela Reyner, and John Cheetham.	John Nield	Vacant Land and Plantation.
159.	Ditto	Ditto	Ditto	Vacant Land, with Trees thereon, and Watercourse intersecting it.
160.	The Earl of Stamford and Warrington.	Joseph Saville Roberts Evans and William Wrigley, underlet to Samuel Broadbent.	Joseph Schofield	Cottage, Outbuildings, Yard, and Garden.
162.	The Earl of Stamford and Warrington, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	-	Thomas Barrow	Pasture Field and Cottage.

*Hartshead Division in the Parish of Ashton-under-Lyne.*

13.	The Earl of Stamford and Warrington, Watkin Lees, Ann Lees, and John Lees.	George Benson, Robert Benson, and John Slagg.	George Benson, Robert Benson, and John Slagg.	Factory Chimney and Road.
14.	Ditto	Ditto	Ditto	Factory Lodge, or Cottage and Yard.
15.	Ditto	-	Ann Lees, John Lees, and Watkin Lees.	Stables, Yard, and Gas Yard.
17.	Ditto	-	Ditto	Cannel Yard and Pigstyes.

No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
20.	The Earl of Stamford and Warrington.	Thomas Tordiffe -	Margaret Hinchcliffe	Shop and Outbuildings.
21.	Ditto - -	Ditto - -	Bridget M'Glothin, George Hinchcliffe, and Thomas Annan.	Three Dwelling Houses, Yards, and Outbuildings.
22.	Ditto - -	Ditto - -	William Harney and James Hetherstone.	Two Houses, Outbuildings, and Yard.
23.	Ditto - -	Ditto - -	Lawrence Fogarty, John Campbell, John Gosling, Thomas M'Kenzie, James Carter, and Thomas Tordiffe.	Five Cottages, Warehouse, and Yard.
24.	Ditto - -	Ditto - -	John Wade and One unoccupied.	Two Cottages and Yard.
25.	Ditto - -	- -	Luke Evans -	Dwelling House, Outbuildings, Gardens, Yards, and vacant Land.

## COUNTY OF CHESTER.

*Township of Dukinfield in the Parish of Stockport.*

6.	Thomas Gisborne and Samuel Ashton, Representatives of the late Francis Dukinfield Astley, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	- - -	Edward Holgate -	Pasture Field with Hayshed therein.
7.	Edward Ousey, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	- - -	Edward Ousey, Matthew Arnold, and Two unoccupied.	Four Dwelling Houses, Outbuildings, and Yard.
8.	Ditto - -	- - -	Edward Ousey -	Garden and Outhouse thereon.
9.	Ditto - -	- - -	John Seville and John Smith.	Two Cottages, Yard, and Outbuildings.
9 a.	Ditto - -	- - -	Edward Ousey -	Garden.
12.	William Buckley, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	- - -	Eli Cryer and Samuel Lees.	Wharf, Sawpit, and Yard.
13.	William Buckley -	- - -	Harriet Lawton -	Stable, with Hay-loft over, and Yard.
14.	Ditto - -	- - -	James Birkby and John Fish.	Two Dwelling Houses, Outbuildings, and Yard.
15.	Ditto - -	- - -	Harriet Lawton -	Public House, Outbuildings, Yard, and uninclosed Ground, with Fruit Trees thereon.
17.	William Buckley, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	- - -	John Garside -	Uninclosed Land, with small Building and Fruit Trees thereon.

No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
18.	William Garforth, John Garforth, and James Garforth, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	- - -	William Garforth, John Garforth, and James Garforth.	Iron Foundry, with Boiler-making Shop, Smithy, Machine Shops, Buildings, and Yard.
19.	Ditto - - -	- - -	Ditto - - -	Coach-house, Stable, Outbuildings, Sheds, and Yard.
20.	Ditto - - -	- - -	Ditto - - -	Uninclosed Land used as an Appurtenance to Iron Foundry.
21.	William Garforth, John Garforth, and James Garforth.	- - -	William Garforth, James Garforth, John Garforth, Richard Healey, John Hitchin, and William Hyde.	Six Dwelling Houses, with the Outbuildings and Yards belonging thereto.
22.	John Bulman and Edward Bulman.	- - -	James Ranick, James Mallinson, Samuel Buckley, Robert Hicklin, John Daly, and Betty Whitehead.	Six Cottages, Outbuildings, and Yard.
23.	Ditto - - -	- - -	Joseph Lomax, Hezekiah Appleyard, William Smith, and One unoccupied.	Four Cottages, Outbuildings, and Yard.
24.	Ditto - - -	- - -	Thomas Swift, Sarah Lees, Betty Rodgers, Charles Arnold, and James Bower.	Five Cottages, Outbuildings, Yard, and vacant Ground.
26.	Thomas Gisborne and Samuel Ashton, Representatives of the late Francis Dukinfield Astley, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	- - -	William Garforth, James Garforth, and John Garforth.	Uninclosed Land used as an Appurtenance to Iron Foundry.
28.	Samuel Ollerenshaw - - -	- - -	Edmund Brierley, Joseph Perry, James Clegg, Joseph Burton, and Robert Fish.	Six Cottages, Outbuildings, and Yards.
29.	Samuel Ollerenshaw, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	- - -	Thomas Wolfenden, James Ryley, James Knott, and Joseph Goodier.	Four Cottages, Outbuilding, and Yards.
30.	Ditto - - -	- - -	Jarvis Wilde, Edward Barber, and John Roberts.	Three Cottages, Outbuildings, and Yards.
31.	Ditto - - -	- - -	Joshua Holden, John Goodier, Jonathan Fogg, William Ellar, Nathan Ellar, and One unoccupied.	Six Cottages, Outbuildings, and Yards.

[Local.]

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No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
32.	Samuel Ollerenshaw, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	-	Jonathan Higginbottom, William Hampson, and George Cooke.	Three Cottages, Outbuildings, and Yards.
33.	Samuel Ollerenshaw	-	Samuel Bromiley, George Newton, and Benjamin Pickering.	Ditto.
34.	Samuel Ollerenshaw, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	-	George Cooke, William Hampson, Jarvis Wilde, and Edward Barber.	Four Hatters Workshops.
35.	Samuel Ollerenshaw	-	Samuel Bromiley, George Newton, Joseph Goodier, and Joseph Perry.	Ditto.
37.	Ditto	-	James Garside, James Bromiley, James Newton, James Hill, Thomas Newton, James Higginbottom, Widow Scholes, Emanuel Barrowclough, and William Shufflebottom.	Nine Cottages, Outbuildings, and Yards.
38.	Ditto	-	James Garside, James Newton, James Hill, and Thomas Newton.	Four Hatters Workshops.
39.	Ditto	-	George Pickering, William Ellar, John Cato, Matthew Stevenson, and Samuel Burgess.	Five Cottages, Outbuildings, and Yard.
40.	Ditto	-	Thomas Oldham, Benjamin Hague, William Bridgwood, and One unoccupied.	House and Three Cottages, Outbuildings, and Yard.
41.	Ditto	-	Thomas Oldham and William Bridgwood.	Two Hatters Workshops, Two Shippens, and Pigstye; One Workshop unoccupied.
43.	Ditto	-	Matthew Stevenson and Samuel Burgess.	Two Hatters Workshops.
46.	Robert Taylor	-	Sarah Leech, William Pearson, and William Leach.	Two Cottages, Cellar, Outbuildings, and Yard.
47.	Ditto	-	Robert Taylor, William Oldham, and Mary Ashworth.	Messuage, Shop, Two Cottages, Outbuildings, Yard, and Garden.
48.	Ditto	-	Edward Hunt	Cottage, Outbuildings, Yard, and Garden.
49.	Edward Holgate	-	Edward Holgate, George Hall, Grace Chadwick, James Wilde, and John Townsend.	Five Cottages, Outbuildings, and Yard.

No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
50.	Edward Holgate	- - -	Edward Holgate	Wheelwright and Smith's Shop, Sheds, and Yard.
51.	Thomas Gisborne and Samuel Ashton, Representatives of the late Francis Dukinfield Astley.	- - -	Ditto	Shippon, Garden, and vacant Land.
52.	Charles Fearnihough, John Fearnihough, James Fearnihough, and Olive Fearnihough.	- - -	Unoccupied	Boiler Manufactory, consisting of Boiler House, Workshops, Joiner's Shed, Yard, and Outbuildings.
53.	Charles Fearnihough, John Fearnihough, James Fearnihough, and Olive Fearnihough.	- - -	John Dale, John Sheerd, and Samuel Fish.	Three Cottages, Outbuildings, and Yards.
54.	Ditto	- - -	Samuel Fish	Dwelling House, Beerhouse, Brewhouse, Yard, and Outbuildings.
55.	Ditto	- - -	Ditto	Garden.
56.	Ditto	- - -	James Saxon	Smithy and Outbuildings belonging.
60.	Thomas Gisborne and Samuel Ashton, Representatives of the late Francis Dukinfield Astley, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	- - -	- - -	Branch Canal Towing Path, Banks, and Shed.
61.	John Stanley junior and Eli Crier.	Samuel Earnshaw	Samuel Earnshaw	Cotton Mill, Boiler House, Outbuildings, Yard, and vacant Land.
63.	Thomas Gisborne and Samuel Ashton, Representatives of the late Francis Dukinfield Astley, and the Sheffield, Ashton-under-Lyne, and Manchester Railway Company.	- - -	Unoccupied	Dilapidated Limekiln and Office.
65.	Nathan Lees, James Lees, and Watkin Lees.	- - -	Ann Wilde, Latimer Finn, George Smith, Betty Taylor, William Hague, James Greaves, Samuel Heap, Thomas Hague, James Lees, William Garside, William Taylor, William Lowton, Charles Sandiford, John Collins, John Saxon, and John Hadfield.	Sixteen Cottages, Outbuildings, and Yards.
67.	Ditto	- - -	- - -	Wall along River Side.
69.	Thomas Lees	- - -	David Illingworth	Rope-walk with Sheds.
70.	Ditto	- - -	Joseph Burgess	Blacksmith's Shop and Yard.
71.	Ditto	- - -	Matthew Whalley	Wheelwright's Shop, Sawpit, and Yard.
72.	Ditto	- - -	William Oldfield	Ditto.

No. on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
73.	Thomas Lees - - -	James Mellor -	Robert Holt -	Sand Mill and Shed.
75.	Sarah Roberts - - -	- - -	Sarah Roberts, Martin Travis; James Harrop, and John Ogden.	Four Cottages, Outbuildings, and Yard.
76.	Ditto - - -	- - -	Francis Addy and William Ashton -	Two Cottages, Outbuildings, and Yard.
77.	The Huddersfield Canal Company.	- - -	William Ashton -	Shippon and Yard.
78.	Mary Booth - - -	- - -	Reece Loyd, Robert Reaves, Ann Horner, William Ashton, James Miller, Thomas Holt, James Leech, Mary Thorpe, Thomas Fieldsend, Robert Charlton, Swain Cordingly, and Two unoccupied.	Twelve Cottages, Outbuildings, and Yard.
79.	Ditto - - -	- - -	George Beamont, James Miller, and One unoccupied.	Two Cottages and One Brewhouse.
80.	The Huddersfield Canal Company.	- - -	The Huddersfield Canal Company.	Wharf and vacant Land.

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