



ANNO PRIMO & SECUNDO

# GULIELMI IV. REGIS.

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## *Cap. lix.*

An Act for making a Railway from *Manchester* in the County Palatine of *Lancaster* to *Sheffield* in the West Riding of the County of *York*.

[23d August 1831.]

**W**HEREAS the making a Railway from and communicating with the *Liverpool* and *Manchester* Railway in or near to a certain Street called *Water Street*, in the Township of *Manchester* in the County Palatine of *Lancaster*, to the Town and Parish of *Sheffield* in the West Riding of the County of *York*, would be of great public Advantage, by opening a cheap, certain, and expeditious Communication between the Eastern and Western Parts of *England*, through the County of *Derby*, and between the Town and Neighbourhood of *Sheffield* and the Town and Neighbourhood of *Manchester* and the Port of *Liverpool*, and between the Town and Neighbourhood of *Stockport* and the Places before mentioned, and also by affording an additional Mode of Conveyance for Passengers and Merchandize between the Places herein-before mentioned, and to and from the neighbouring Country : And whereas the several Persons herein-after named are willing, at their own Expence, to carry into execution the said Undertaking ; but the same cannot be beneficially effected without the Aid and Authority of Parliament : May it therefore please Your Majesty that it may be enacted ; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of

[*Local.*]

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the



Proprietors  
incorporated.

the same, That *George William Newton, Thomas Leicester, Joseph Leigh, Nicholas Robinson, Thomas Jevons, Thomas Brockhurst Barclay, Samuel Hope, William Rathbone, Henry Wilson, Edward Vickers, Joseph Laycock, John Rodgers, Philip Law, Thomas Legh, Peter Sergeantson, Benjamin Bromfield, William Corrie, Willian Tyrer, Thomas Forsyth, Isaac Cooke, Thomas Acton, Joseph Hornby, Hugh Hornby, William Howard, Cephas Howard, John Howard*, and all other Persons, and Bodies Politic and Corporate, who have subscribed or who shall hereafter subscribe towards the said Undertaking, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and are hereby united into a Company for making and maintaining the said Railway and other the Works by this Act authorized, according to the Provisions and Restrictions herein-after mentioned, and for that Purpose shall be One Body Corporate, by the Name and Style of "*The Sheffield and Manchester Railway Company*," and by that Name shall have perpetual Succession, and shall have a Common Seal, and by that Name shall and may sue and be sued, and also shall have Power and Authority to purchase and hold Lands and other Hereditaments to them and their Successors and Assigns, for the Use of the said Undertaking, without incurring any of the Penalties or Forfeitures of the Statutes of Mortmain, and shall also have Power to sell and dispose of the said Lands and Hereditaments again in manner by this Act directed.

Company  
empowered  
to make the  
Railway.

II. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to make and maintain a Railway (with all proper Works and Conveniences connected therewith) for the Passage of Carriages properly constructed, and as delineated on the Plan and described in the Book of Reference deposited with the respective Clerks of the Peace for the Counties of *Lancaster, Chester, and Derby*, and for the West Riding of the County of *York*; (that is to say,) commencing at or near to a certain Street called *Water Street*, within the Township of *Manchester* in the said County of *Lancaster*, there to communicate with the *Liverpool and Manchester Railway*, thence extending into or passing through the several Parishes, Townships, Hamlets, or Places of *Manchester Salford, Manchester Hulme, Moss Side, Withington, Didsbury, Burnage, and Heaton Norris*, or some of them, in the County of *Lancaster*; *Stockport, Brinnington, Stockport, Bredbury, Offerton, Romiley, Marple, No-Man's-Land, Disley* otherwise called *Disley Stanley, Taxal*, and *Yeardsley-cum-Whaley*, or some of them, in the County of *Chester*; *Glossop, Ludworth, Mellor, Whitle, Beard, Bugsworth, Chinley, Brownside, Chapel-en-le-frith, Eccleshall, White, Haugh Combs Edge, Bradshaw Edge, Chapel Milton, Wash, Bowdon Edge* otherwise *Bowden Edge, Slack Hall, Ford, Sparrow Pit, Peak Forest, Rushop Edge, Castleton Castleton, Hope, Hope Pindale, Smalldale, Bradwell, Aston, Brough, Thornhill, Shafton, Offerton, Hathersage, Bamford Outseats, Hathersage, Hathersage Booths, Nether Padley, Hope, Upper Padley, Eyam, High Low, Hazleford, Leam, Grindleford Bridge, Dronfield, Holmesfield, Topley, Dore, Beauchieff, Beauchieff, Norton, Woodseats, and Norton*, or some of them, in the County of *Derby*; and *Sheffield, Ecclesall, Bierlow, Nether Hallam, Heeley, and Sheffield*, or some of them, in the West Riding of the County of



*York*, to and to terminate at or near the End or Termination of the Canal in *Sheffield* in the said West Riding of the County of *York*.

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

Company  
may contract  
for the Works

IV. And be it further enacted, That for the Purposes of this Act the said Company, their Deputies, Contractors, Servants, Agents, and Workmen, and other Persons by them authorized, shall be and they are hereby empowered from Time to Time to enter into and upon the Lands, Tenements, and Hereditaments of any Person, or Body Politic, Corporate, or Collegiate whatsoever, according to the Provisions and Restrictions of this Act, and to survey and take Levels of the same or any Part thereof, and to set out and appropriate such Parts thereof as the said Company are by this Act empowered to take or use for the Purposes of this Act; and in or upon such Lands, Tenements, or Hereditaments, and in or upon any Lands, Tenements, or Hereditaments adjoining thereto, to bore, dig, cut, trench, embank, and sough, and to remove or lay, and also to use, work, and manufacture, any Earth, Stone, Rubbish, Trees, Gravel, or Sand, or any other Materials or Things whatsoever which may be dug or obtained therein, or otherwise in the Execution of any of the Powers of this Act, and which may be necessary or proper for making, maintaining, altering, repairing, or using the said Railway and other Works by this Act authorized, or which may obstruct the making, maintaining, altering, repairing, or using of the same respectively, according to the true Intent and Meaning of this Act; and also for the Purposes and according to the Provisions and Restrictions of this Act to construct or make in, under, upon, across, or over the said Railway or other Works by this Act authorized, and in, under, upon, across, or over any Lands, Tenements, or Hereditaments, or any Streets, Hills, Vallies, Roads, Rivers, Canals, Brooks, Streams, or other Waters whatsoever, such Inclined Planes, Tunnels, Embankments, Bridges, Arches, Piers, Roads, Ways, Passages, Conduits, Drains, Culverts, Cuttings, and Fences, and also to erect and construct such Houses, Wharfs, Warehouses, Toll Houses, Landing Places, Engines, and other Buildings, Machinery, and Apparatus, and other Works and Conveniences, as the said Company, or the Person or Persons acting on their Behalf, in the Execution of all or any of the Powers of this Act shall think proper; and also to alter the Course of any Brooks, Streams, or Watercourses, during such Time as may be

Power to  
take Lands,  
&c.

be



be necessary for constructing Tunnels, Bridges, or Passages under or over the same, and also to divert or alter the Course of any Roads or Ways, in order the more conveniently to carry the same over or under the said Railway; and also from Time to Time to alter, repair, or discontinue the before-mentioned Works or any of them, and to substitute others in their Stead, and to do and execute all other Matters and Things necessary for making, maintaining, altering, or repairing and using the said Railway and other Works by this Act authorized, they the said Company, their Deputies, Contractors, Agents, Servants, and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and the said Company making Satisfaction in manner herein-after mentioned to all Persons interested in any Lands, Tenements, or Hereditaments which shall be taken, used, or injured, for all Damages to be by them sustained in or by the Execution of all or any of the Powers hereby granted; and this Act shall be sufficient to indemnify the said Company and all other Persons whomsoever for what they or any of them shall do by virtue of the Powers hereby granted, subject nevertheless to such Provisions and Restrictions as are herein-after mentioned and contained.

Provision for  
the Deficien-  
cies in Land  
Tax.

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

Certain  
Lands be-  
longing to  
Wilbraham  
Egerton Esq.  
not to be  
taken without  
his Consent.

VI. Provided always, and be it further enacted, That the said Company shall not be allowed to take, for any of the Purposes of this Act, any more of the Land belonging to *Wilbraham Egerton* Esquire, in the said Township of *Heaton Norris*, and lying between the Field marked in the Plan deposited in the Office of the Clerks of the Peace as herein-after mentioned, Number Sixty-three, and certain Cotton Works in *Heaton Norris* aforesaid, belonging to *Robert Parker* Esquire, in the Occupation of *Samuel Stocks*, called the *Heaton Mersey* Works, than shall be necessary to make and construct the said Railway, without the Consent of the said *Wilbraham Egerton*, or other the Owner or Proprietor of such Lands for the Time being,

first



first had and obtained; and the said *Wilbraham Egerton*, or other the Owner or Proprietor of such Lands for the Time being, shall at all Times hereafter have free Access from the said Land to the said Railway reserved to him and them as aforesaid, and for that Purpose shall have Power, at his or their Expence, to perforate or remove any Part of the Wall or Walls or other Fences which the said Company may erect and build on either Side of the said Railway: Provided always, that the same shall be done under the Inspection and to the Satisfaction of the Engineer for the Time being of the said Company; and the said *Wilbraham Egerton*, or other the Owner or Proprietor of such Lands for the Time being, shall make good any Damage which shall thereby be done or occasioned to the said Railway or to other the Works of the said Company.

VII. Provided also, and be it further enacted, That it shall be lawful for the said *Wilbraham Egerton*, and also for *Francis Philips* of *Bank Hall* in the said Township of *Heaton Norris*, Esquire, respectively, or other the Owner or Proprietor of such Lands for the Time being, at all Times for ever hereafter to make and maintain such Tunnels or Culverts under the said Railway in the said Township of *Heaton Norris*, for the Purpose of obtaining Water from the River *Mersey* to the Lands of the said *Wilbraham Egerton* and *Francis Philips* respectively lying on the North-east or opposite Side of the said Railway, and to supply any Steam Engines or other Works or Buildings now or at any Time hereafter to be erected thereon, and of returning such Water, as the said *Wilbraham Egerton* and *Francis Philips* respectively, or other the Owner or Proprietor of such Lands for the Time being, shall think fit; such Tunnels or Culverts to be made and constructed under the Inspection and to the Satisfaction of the Engineer for the Time being of the said Company, and according to Plans, Sections, and Specifications to be submitted to and approved of by such Engineer previously to the Commencement of such Tunnels or Culverts respectively.

*Wilbraham Egerton Esq.* to be allowed to make Tunnels under Railway for certain Purposes.

VIII. And be it further enacted, That the said Railway shall be carried over the Lands of the Devises in Trust under the last Will and Testament of the late Most Noble *Francis Duke of Bridgewater* deceased, in the said Township of *Hulme*, and lying between the Road leading from *Manchester* aforesaid to *Crossford Bridge* and the Canal of the said Devises, in a Line parallel to and on the East Side and at the Distance of Two hundred and thirty Feet from the Centre Line of *Dawson Street* (measuring from the Centre Line of the said Railway), and shall be continued from the said Canal by a regular Curve to a Point on the North Bank of the River *Medlock* in the same Township, where a Fence (being a Continuation of the Fence of a certain Bowling Green there) meets or joins the said River, the Point of which Fence is to be taken for the Centre of the said Railway.

Railway to be carried over Lands of Duke of Bridgewater according to the Line herein described.

IX. And be it further enacted, That it shall be lawful for the said Company permanently to divert and alter the Course and Stream of the River *Mersey* and also of the River *Goyt* at the several Places marked and set out in the Plans deposited with the respective Clerks

Power to divert the Rivers *Mersey* and *Goyt* at certain Places.

[Local.]

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of the Peace of the Counties of *Lancaster*, *Chester*, and *Derby*, and of the West Riding of the County of *York*, as herein-after mentioned; or as near thereto as may be, the said Company making full Satisfaction to the Owners of and Persons interested in the Lands and Hereditaments adjoining the said Rivers respectively at the respective Places of such Diversion or Alteration of the Course of the said Rivers, for all Injury to be by them respectively thereby sustained: Provided always, that it shall not be lawful for the said Company permanently to divert or alter the Course and Stream of the said River *Goyt*, or any Part thereof, so as to prevent the Water thereof being diverted and used as it has been heretofore diverted and used to and at the *Strines* Print Works in the Township of *Whittle* in the County of *Derby*, belonging to the said *Wilbraham Egerton*, called the *Strines* Printing Works.

No stationary  
Steam Engine  
to be erected  
on certain  
Lands in  
Heaton  
Norris.

X. And be it further enacted, That it shall not be lawful for the said Company or for any other Person or Persons, under or by virtue of this Act, to erect any stationary Steam Engine on any Part of the Lands of the said *Wilbraham Egerton* or of the said *Francis Phillips*, in *Heaton Norris* aforesaid, lying between *Brinksway Bridge* and *Heaton Mersey* Works aforesaid in the said Township of *Heaton Norris*, or of the Devises in Trust of the late Most Noble *Francis Duke of Bridgewater* deceased, in the Township of *Hulme* aforesaid, without the Consent in Writing of the said *Wilbraham Egerton* and *Francis Philips*, or of the said Devises in Trust for the Time being respectively, or other the Owner or Proprietor of such Lands for the Time being, first obtained; and the Furnace of every Steam Engine, whether stationary or locomotive, to be erected or used under or by virtue of the Powers of this Act, shall be constructed on the Principle of consuming its own Smoke, according to the best and most improved Methods which may for the Time being be in use.

Prescribing  
the Width  
between the  
Rails of the  
Railway.

XI. And be it further enacted, That the Distance between the Inside Edges of the Rails of the said Railway shall not be less than Four Feet Eight Inches, and the Distance between the Outside Edges of the Rails of the said Railway shall not be more than Five Feet and One Inch.

Breadth of  
Land to be  
taken for the  
Line of Rail-  
way.

XII. And be it further enacted, That the Lands to be taken or used for the Line of the said Railway shall not exceed Twenty-two Yards in Breadth, except in Places in which a greater Breadth shall be judged necessary for Carriages to turn, remain, or pass each other, or for raising Embankments for crossing Vallies or Low Grounds, or in Cuttings, and not above Two hundred Yards in any Place, except at or near to the Termination of the said Railway within the Parishes of *Manchester* and *Sheffield*, and also except in the Townships of *Heaton Norris* and *Stockport* aforesaid, where Places not exceeding Two hundred Yards in Length by One hundred and fifty Yards in Breadth may be set out and appropriated, over and above the Land taken for the Line of the said Railway, for Wharfs, Warehouses, and other Buildings, and Conveniences, and also except on Commons, Downs, or Waste Lands, unless with the Consent of the Owners



Owners or Proprietors of or Persons interested in any Lands, Tenements, or Hereditaments which the said Company shall be desirous of appropriating in order to and for the Purpose of obtaining greater Space for the Purposes of this Act.

XIII. Provided always, and be it further enacted, That nothing herein contained shall extend or be construed to extend to authorize or empower the said Company hereby incorporated to take or use, under the Powers or Provisions of this Act, any greater Quantity of Land belonging to the Devises in Trust of the said late Duke of *Bridgewater* than Thirty-one Feet in Breadth in passing through their Lands in *Hulme* aforesaid.

Company not to take more than 31 Feet in Breadth of Land of the Duke of Bridgewater in Hulme ;

XIV. And be it further enacted, That notwithstanding any thing herein contained, it shall not be lawful for the said Company to take or use any Part of the Property belonging to the Devises in Trust of the said late Duke of *Bridgewater* deceased, within the Township of *Hulme* aforesaid, for the Purpose of making and providing Yards, Staiths, Wharfs, Weighing Machines, Warehouses, or other Buildings or Conveniences for receiving, depositing, loading, weighing, or keeping any Cattle, or any Goods, or other Articles, Matters, or Things, conveyed or intended to be conveyed upon the said Railway, or for making any Road or Way or Roads or Ways thereto, without the Consent in Writing of the said Devises in Trust for that Purpose first had and obtained.

nor use the same for Yards, &c.

XV. And whereas the said Railway is intended to be carried under the *Peak Forest* Canal, in the Township of *Romilly* in the County of *Chester*, by means of a Tunnel, where the said Canal also passes through a Tunnel, and it is expedient to make Provision for the Protection of the said Canal against Damage by or in consequence of the Execution of the said Railway; be it therefore enacted, That in case, in the Execution of the said Tunnel or otherwise, the said Company hereby incorporated, or their Servants, Agents, or Workmen, shall in any respect injure or damage the said Canal or any Part thereof, they the said Railway Company shall and they are hereby required forthwith to repair and make good such Injury or Damage at their own Expence, and also pay to the Company of Proprietors of the *Peak Forest* Canal the full Amount of all Loss and Damage which they may thereby sustain or be put unto; and in case the said Railway Company shall not, within Three Days after Notice in Writing from the said Company of Proprietors of the *Peak Forest* Canal, repair and make good, or begin to repair and make good, such Damage and Injury, it shall be lawful for the said last-mentioned Company and they are hereby authorized, at the Expiration of Three Days from such Notice, by themselves, their Agents, Servants, or Workmen, to repair and make good such Injury or Damage; and all the Expences thereof, and also the Loss and Damage occasioned thereby, shall be repaid by the said Railway Company to the said Company of Proprietors of the *Peak Forest* Canal; and in default of Payment thereof on Demand, (such Demand being made in Writing, and fully and accurately stating the Particulars of all such Expences, Loss, and Damage,) the said Company of Proprietors

For making good Damage to the Peak Forest Canal.



Proprietors of the *Peak Forest* Canal may sue for and recover the same against and from the said Railway Company by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*; and in case by and during the Progress of the Tunnel above mentioned, or the Repairs thereof, by this Act authorized to be made, or by the Failure of the same at any Time hereafter, the Navigation upon or along the said *Peak Forest* Canal shall be impeded or stopped, whereby the said Company of Proprietors of the *Peak Forest* Canal shall incur a Loss of Tonnage upon the said Canal, and the Parties navigating the said Canal shall be obstructed in their Transit along the same, the said Railway Company shall pay to the said Company of Proprietors of the said *Peak Forest* Canal the Sum of Forty Pounds *per Day*, as ascertained Damage for such Interruption or Stoppage, for each and every Day that the Navigation upon or along the said *Peak Forest* Canal shall be so impeded or stopped as aforesaid, and so long as the same shall continue, and so in proportion for any Period less than a Day, to be recovered in manner aforesaid, and also shall and will 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.

Providing for  
Injury to  
Roads.

XVI. Provided also, and be it further enacted, That in all Cases in which, in the Exercise of any of the Powers hereby granted, any Part of any Carriage or Horse Road, either public or private, shall be found necessary to be cut through, diverted, raised, sunk, taken, or so much injured as to be impassable for Passengers or Carriages, or the Persons entitled to the Use thereof, the said Company shall, at their own Expence, and before any such Road shall be so cut through, diverted, raised, sunk, taken, or injured as aforesaid, cause a sufficient Carriage or Horse Road (as the Case may require) to be set out and made instead thereof, as convenient for Passengers and Carriages as the Road to be cut through, diverted, raised, sunk, taken, or injured as aforesaid, or as near thereto as may be, and shall cause the same to be put into good and substantial Order and Condition, where the former Road cannot more easily be restored; and when the Road cut through, diverted, raised, sunk, taken, or injured shall be a Turnpike Road, the substituted Road, if temporary, shall be set out and made as aforesaid, and the principal Road shall be restored within Six Calendar Months next after the Commencement of the Operation; and the Railway, where it shall cross such Turnpike Road, shall be constructed and be kept in repair in such Manner as to prevent, so far as may be practicable, any Obstruction to the Passage along such Turnpike Road.

Opening into  
Tunnels not  
to be made  
in public  
Highways.

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

XVIII. And



XVIII. And be it further enacted, That if, in constructing any Tunnel within the Town of *Stockport*, such Tunnel shall cross any Sewer or Drain within the said Town; and that in consequence thereof it shall be requisite to alter or vary the Direction of any such Sewer or Drain, the necessary Variation or Alteration of such Sewer or Drain shall be made according to such Directions as shall be given by the Surveyor of Highways for the Time being of the said Town of *Stockport*, such Directions to be stated and delineated in Plans and Specifications to be delivered to the said Company before such Variations or Alterations shall be begun; and any Work which may, in the Judgment of the said Surveyors, be requisite for the Protection of any such Sewer or Drain shall be done and performed by and at the Expence of the said Company, and to the Satisfaction of the said Surveyors, and according to such Plans and Specifications as aforesaid.

Sewers and Drains in *Stockport* to be varied according to the Directions of Surveyor of Highways.

XIX. Provided always, and be it further enacted, That where the said Railway shall cross any public Highway on a Level, the Ledge or Flanch of such Railway, for the Purpose of guiding the Wheels of the Carriages thereupon, shall not rise above nor sink below the Level of such Road more than One Inch.

Regulation as to Railway crossing any Highway on a Level.

XX. Provided also, and be it further enacted, That where any Bridge shall be erected by the said Company for the Purpose of carrying the said Railway over or across any Turnpike Road or public Highway, the Span of the Arch of such Bridge shall be formed and shall at all Times be and be continued of such Width as to leave a clear and open Space under every such Arch of not less than Fifteen Feet, and of a Height, from the Surface of such Turnpike Road or public Highway to the Centre of such Arch, of not less than Sixteen Feet; and the Descent under such Bridge shall not exceed One Foot in Thirteen Feet.

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

XXI. Provided also, and be it further enacted, That where any Bridge shall be erected for carrying any public Carriage Road over the said Railway, the Road over such Bridge shall be formed and shall at all Times be continued of such Width as to leave a clear and open Space between the Fences of such Road of not less than Fifteen Feet; and the Ascent to such Bridge, for the Purpose of such Road, shall not be more than One Foot in Sixteen Feet, and with respect to any private Carriage Road not more than One Foot in Thirteen Feet; and a good and sufficient Fence shall be made on each Side of every such Bridge, which Fence shall not be less than Four Feet above the Surface of such Bridge.

Ascent as to Bridges for carrying public Roads over Railway.

XXII. And be it further enacted, That in all Cases wherein the said Railway shall cross any public Highway on a Level, the said Company shall erect and at all Times maintain a good and sufficient Gate on each Side of such public Highway where the said Railway shall communicate therewith, all which Gates shall be kept constantly shut, except during the Times when Carriages passing along the said Railway shall have to cross such public Highway, and then the same shall be opened for the Purpose only of letting such Carriages pass through;

Where Railway crosses a Highway on a Level. Company to erect Gates on each Side.



through; and the Driver or Person entrusted with the Care of any Carriage or with any Train of Carriages, or Gatekeeper or Person entrusted with the Care of any Gate, shall cause every such Gate to be shut as soon as such Carriages shall have passed through, under the Penalty of Forty Shillings for every Default therein.

Regulating  
Height and  
Breadth of  
Arch over  
Water Street.

XXIII. Provided always, and be it further enacted, That the principal Opening or Arch of the Bridge which the said Company may find it necessary to erect for carrying the said Railway over *Water Street* in the Town of *Manchester* aforesaid shall be constructed and built so as to leave a clear Roadway of not less than Thirty-three Feet between the Piers of the said Bridge, and such Opening or Arch shall not be less than Seventeen Feet in Height for the whole Width of such Roadway, and that the Piers of such principal Opening or Arch shall be Pillars not exceeding Two Feet in Thickness, and placed at Intervals, so as to allow proper Access from the said Roadway to the Footways next mentioned; and on each Side of the said Opening or Arch, on the Outside of the Piers thereof, there shall be made a public Footway of not less than Seven Feet and a Half in Width and Twelve Feet in Height.

Bridge to be  
kept in re-  
pair by Com-  
pany.

XXIV. And be it further enacted, That the said Bridge for carrying the said Railway over *Water Street*, shall from Time to Time and at all Times hereafter be kept in good repair and drop-dry by the said Company.

A Screen  
to be pro-  
vided to Sides  
of Bridge over  
Water Street.

XXV. And be it further enacted, That on Completion of the said Bridge over *Water Street* aforesaid there shall be erected and maintained by the said Company a good and sufficient Screen of not less than Six Feet in Height from the Surface of the Railway over the same Bridge, upon and along each Side thereof, throughout the entire crossing of the said Street, and for the further Extent of Five Yards in Length at both Ends, and on each Side of the said Bridge.

Communica-  
tion with the  
Liverpool  
and Man-  
chester Rail-  
way to be  
made under  
Controul of  
Engineer of  
the Liverpool  
and Man-  
chester Rail-  
way Com-  
pany.

XXVI. And whereas it is intended that the said Railway hereby authorized to be made shall communicate with the *Liverpool* and *Manchester* Railway on or near to a certain Bridge built by the *Liverpool* and *Manchester* Railway Company over the River *Irwell*, and communicating from the Township of *Salford* on the one Side to the Township of *Manchester* on the other Side, and upon which said Bridge the said *Liverpool* and *Manchester* Railway is made and carried: And whereas by an Act passed in the Tenth Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for enabling the Liverpool and Manchester Railway Company to make an Alteration in the Line of the said Railway, and for amending and enlarging the Powers and Provisions of the several Acts relating thereto*, it was enacted, that the said *Liverpool* and *Manchester* Railway Company should and they were thereby required to make a Cart Road running parallel to the said Railway along the said Bridge over the *Irwell*, and communicating from the Township of *Salford* aforesaid to *Water Street* in the Township of *Manchester* aforesaid, of not less than Eighteen Feet in Width, and that it should be lawful



for the said Company of Proprietors of the *Mersey* and *Irwell* Navigation Company, and their Lessees, Tenants, Servants, Workmen, and Labourers, with their Carts, Carriages, and Horses, at all Times to pass over and along the said Bridge to and from the Land belonging to the said Navigation Company lying in *Salford* aforesaid: And whereas the said Cart Road has been made pursuant to the Provision of the said Act; be it therefore enacted, That all Communications between the said Railway hereby authorized to be made and the said *Liverpool* and *Manchester* Railway, and all Openings in the Ledges or Flanches of the said *Liverpool* and *Manchester* Railway that may be necessary or convenient for effecting such Communications, shall be made, at the Expence of the said Company hereby incorporated, at such Places and in such Manner as the said *Liverpool* and *Manchester* Railway Company shall direct, and under the Direction and Superintendence of their Engineers for the Time being.

XXVII. And be it further enacted, That the said Company hereby incorporated, their Successors or Assigns, or the Persons using the said Railway hereby authorized to be made, in passing to or from the same to or from the said *Liverpool* and *Manchester* Railway, shall not obstruct, prevent, or interfere with the free Passage of Coaches, Waggon, Carts, or other Carriages passing upon or along the said Railway so made by the said *Liverpool* and *Manchester* Railway Company upon or along the said Bridge as aforesaid, nor with the free Passage of the said Company of Proprietors of the *Mersey* and *Irwell* Navigation, their Lessees, Tenants, Workmen, and Labourers, with their Carts, Carriages, and Horses, or of the said *Liverpool* and *Manchester* Railway, or of such Foot Passengers, Coaches, Waggon, Carts, and other Carriages as shall be permitted by the said *Liverpool* and *Manchester* Railway Company to pass thereon, upon or along the said Cart Road made and running parallel to the said Railway along the said Bridge so built and erected over the said River *Irwell* by the said *Liverpool* and *Manchester* Railway Company as aforesaid.

Company not to interfere with Passage of Carriages upon *Liverpool* and *Manchester* Railway.

XXVIII. And whereas the said *Liverpool* and *Manchester* Railway Company are bound, by Agreement entered into with *Eleonora Byrom* and the Heirs of the late *Ann Atherton* deceased, to make and keep open a Street from *Water Street* in *Manchester* aforesaid to the River *Irwell*, in lieu of the Site of another Street taken for the Purposes of the said *Liverpool* and *Manchester* Railway, and which intended Street will be crossed or intersected by the said Railway hereby authorized to be made; be it therefore enacted, That the said Company hereby incorporated shall carry the Railway hereby authorized to be made over the said intended Street by means of a Bridge, the Span of which Bridge shall be of the clear entire Width of the said Street, but not exceeding Forty Feet, and the Key-stone of the Arch thereof shall not be less than Sixteen Feet above the Level of the said Street.

Railway to cross *Water Street* by means of a Bridge.

XXIX. And be it further enacted, That in all Cases wherein the said Railway shall cross any Turnpike Road, such Turnpike Road shall be raised or sunk, where not otherwise provided for by this

Railway not to cross Turnpike Roads on a Level.



this Act, by and at the Expence of the said Company, so as that the same shall pass over the said Railway, or that the said Railway shall pass over the said Turnpike Road, by means of a Bridge of such Height and Width and with such an Ascent or such a Descent as are by this Act in that Behalf provided.

Company to  
make Bridges  
over the  
Turnpike  
Road and  
Branch Road  
in Hulme.

XXX. And be it further enacted, That the said Company shall, at their own Expence, make, erect, and set up, and from Time to Time and at all Times thereafter maintain and support, Two good and sufficient Bridges or Culverts, with the proper and necessary Approaches thereto, one to be over and across the Turnpike Road in the said Township of *Hulme*, and the other to be over and across a new Branch Road authorized by an Act of Parliament passed in the last Session to be made by the Trustees of the Turnpike Road from *Manchester* to *Crossford Bridge* from a Place called *Old Trafford* in the Township of *Stretford* to *Oxford Road* in the Township of *Chorlton Row*, all in the said County of *Lancaster*, when and so soon as the Land over which the said Branch Road is intended to pass shall be set out for that Purpose, of Brick or Stone, or both, with or without Iron Beams, which as to the Turnpike Road in *Hulme* aforesaid, shall be of the whole Width of the present Road there, including the Footpaths on each Side thereof up to the Fence on the westerly Side of the said Road where the said Railway is intended to cross and be carried under the said Turnpike Road in *Hulme* aforesaid, and as to the said intended Branch Road, the same shall be of the Width of Thirty-five Feet at the least, between the Battlements of the Bridge or Culvert for the same; and that such Bridge or Culvert, having Reference to the present Turnpike Road, shall not in any Event exceed the Height of Twenty-eight Feet Six Inches above the ordinary Surface and Level of the Water in the Canal of the Trustees of the late Duke of *Bridgewater* in the Township of *Hulme* aforesaid, where the said Railway is intended to cross the said Canal on the north-westerly Side of the said Turnpike Road; and that such Bridge over the said Branch Road shall not exceed the Height of Twenty-nine Feet Six Inches above the ordinary Level of the Water of the said Canal; and that the Approaches to the said Bridges and Culverts, and each of them, shall not in any Case have an Ascent for the Purposes of the said Road and Branch Road greater than One Inch in the Yard, lineal Measure; and that a good and sufficient Fence shall be made by the said Company of Proprietors on each Side of the said Bridges or Culverts, except on the south-easterly Side of the Bridge over the present Road in *Hulme* aforesaid, in case the said Railway shall be continued down *Prime Street* in *Hulme* aforesaid by means of a Tunnel, which Fences shall not be less than Five Feet above the Surface of such Bridges or Culverts; and the said Bridges or Culverts so to be made as aforesaid, and the Wing Walls and Approaches thereto, shall from Time to Time and at all Times thereafter be supported, maintained, and kept in repair by the said Company: Provided always, that it shall be lawful for the Trustees of the said Turnpike Road and Branch Road, if they shall think proper, at their own Expence, to enlarge the said intended Bridge over the said Branch Road to the Width of Forty-five Feet; and the said Bridge when so enlarged shall be at all

Times



Times thereafter maintained and kept in repair by the said Company: Provided also, that such Addition to or Increase of the said Bridge shall be built and constructed of the same Materials as the other Part of the said Bridge, and under the Superintendence and to the Satisfaction of the Engineer for the Time being of the said Company.

XXXI. And whereas it will be necessary to make the said Railway hereby authorized to be made across the Canal of the Devises in Trust of the said late Duke of *Bridgewater*, in the Township of *Hulme* aforesaid; be it therefore enacted, That the said Company hereby incorporated shall and they are hereby required, for the Purpose of carrying the said Railway over the said Canal, at their own Expence, to erect and build good, firm, and substantial upright Side Walls of Brick or Stone on each Side of the said Canal, to the Height of not less than Twelve Feet Six Inches from the Top-water Level of the said Canal, and which shall not be less than Forty Feet between such Side Walls, and from such Side Walls to throw over the said Canal firm and substantial straight Sleepers or Bearers of Wood or Iron, upon which the said Railway is to be carried; and the said Company hereby incorporated shall at all Times for ever after such Bridge shall have been erected keep the said Bridge, or any future Bridge to be erected in lieu thereof, and which shall be of the like Form, Dimensions, Capacity, and Materials as are herein-before mentioned, in good, perfect, and complete Repair; and in case of any Want of Repair to the said Bridge, and Notice thereof being given by any Agent or other Person authorized by the said Devises in Trust of the said late Duke of *Bridgewater* to the said Company hereby incorporated, of any Want of Repair to the said Bridge, if the said Company hereby incorporated shall not, for the Space of Seven Days after the Service of such Notice, commence such Repair, and proceed therein with all reasonable Expedition until the same shall be completed, the said Devises in Trust of the said Canal may, in case they shall see fit, from Time to Time repair or rebuild the said Bridge in the like Form, Dimensions, Capacity, and Materials, as the Case may require and the said Devises in Trust may think necessary; and all the Expences thereof shall be repaid by the Company hereby incorporated to the Devises in Trust aforesaid, upon Demand; and in default of such Payment, any Two or more of His Majesty's Justices of the Peace for the said County Palatine of *Lancaster* shall and they are hereby required, on Application by the said Devises in Trust, or of any Person authorized by them, by Warrant under the Hands and Seals of the said Justices, to cause the Amount of such Expences to be levied by Distress and Sale of the Goods and Chattels of the said Company hereby incorporated, and to be paid to the said Devises in Trust, 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 Company hereby incorporated or to their Treasurer; or otherwise the said Devises in Trust shall and may sue for and recover the same against the said Company hereby incorporated by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*, or in His Majesty's

Company to  
carry Rail-  
way over the  
Duke of  
*Bridgewater's*  
Canal in  
manner  
herein  
described.



Majesty's Court of Common Pleas for the County Palatine of Lancaster.

In case of Injury to the Canal Navigation of the Duke of Bridgewater, Company to make Compensation.

XXXII. Provided always, and be it further enacted, That the said Company hereby incorporated shall not, in or by the Execution of any of the Powers hereby granted, occasion any Obstruction, Damage, or Injury to the Canal Navigation of the Devises in Trust of the said late Duke of *Bridgewater*, or the Boats, Barges, or Vessels navigating thereon, or to any of the Works of the said Devises in Trust as aforesaid, or obstruct, prevent, or hinder the full and free Use and Enjoyment of the said Canal, and the Towing Paths and Works to the same belonging, save only such as shall be unavoidable in the making or repairing the said Bridge; and if, in the Construction of the said Railway over the said Canal, or otherwise, the said Company hereby incorporated, or their Servants, Agents, or Workmen, shall in any respect injure or damage the said Canal or any Part thereof, they the said Railway Company shall and they are hereby required forthwith to repair and make good such Injury or Damage at their own Expence, and also pay to the said Devises in Trust of the said late Duke of *Bridgewater*, or to their Agents, the full Amount of all Loss and Damage which they may thereby sustain or be put unto; and in case the said Railway Company shall not, within Three Days after Notice in Writing from the said Devises in Trust of the said late Duke of *Bridgewater*, repair and make good, or begin to repair and make good, such Damage and Injury, it shall be lawful for the last-mentioned Devises in Trust, and they are hereby authorized, at the Expiration of Three Days from such Notice, by themselves, their Agents, Servants, or Workmen, to repair and make good such Injury or Damage; and all the Expences thereof, and also the Loss or Damage occasioned thereby, shall be repaid by the said Railway Company to the said Devises in Trust of the said late Duke of *Bridgewater*; and in default of Payment thereof on Demand, such Demand being made in Writing, and fully and accurately stating the Particulars of all such Expences, Loss, and Damage, the said Devises in Trust of the said late Duke of *Bridgewater* may sue for and recover the same against and from the said Railway Company by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*; and also the said Company shall and they are hereby required to make Compensation to all Parties navigating on the said Canal for all Loss or Injury which they may sustain by Obstruction, Interruption, Delay, or Stoppage, to be recovered in like Manner.

Railway to be made in a particular Manner over certain Lands of Duke of Bridgewater in Hulme.

XXXIII. And be it further enacted, That the said Company shall and they are hereby required, in forming the said Railway upon the Lands of the said Devises in Trust of the said late Duke of *Bridgewater* situate in the said Township of *Hulme*, so to construct the same for the whole Length of the Part on the North Side of the Canal extending from the River *Medlock* to the said Canal, and for not less than Fifty Yards on the South Side of the said Canal, upon Piers and Arches of such Dimensions as shall be convenient for the proper Use and Occupation of the Lands of the said Devises on each



each Side of the said Railway and under the same, and for Communications under the Railway between such Lands; such Arches to be formed of such Dimensions as shall be judged necessary by the said Devisees or their Agents, (but not to exceed Thirty Feet each in the Span,) provided the same do not interfere with the Formation, Inclination, or future proper Use of the said Railway over such Arches: Provided also, that the said Railway on the North Side of the said Canal shall be made of an uniform Ascent from the Crown of the Bridge to be erected over the said Canal to the Crown of the Bridge to be erected over *Water Street* aforesaid, and so as to leave a clear Space of Seventeen Feet under the Arch of the said Crossing of *Water Street* as by this Act is directed; and that the Fall of the said Railway from the said Canal towards the said Road to *Crossford Bridge* shall not exceed the Rate of One in Two hundred and twelve, without the Consent in Writing of the said Devisees for the Time being for that Purpose first had and obtained; and that the Depth or Thickness from the Surface of the said Railway to the Soffitte of the Arch over the Canal shall not be more than Two Feet.

XXXIV. Provided always, and be it further enacted, That proper Screens or Walls shall be erected and kept in proper Repair, at the Expence of the said Company, by the Sides of such Railway where the same shall pass over the Lands of the said Devisees of the late Duke of *Bridgewater* in *Hulme* aforesaid, to conceal and screen the Steam Engines and other Machinery passing along the said Railway from the View of the Houses upon the Banks of the Canal and upon the other Ground belonging to the said Devisees: Provided always, that nothing herein contained shall prevent or be construed to prevent the said Devisees from removing any Part of such Screens or Walls as shall be required for any Communications or Branches to be made by the said Devisees over or with the said Railway; and in case the said Devisees and the said Company shall not agree as to the Sufficiency of such Screens or Walls, then the same shall be left to the Decision of any Two or more of His Majesty's Justices of the Peace for the said County Palatine of *Lancaster*.

Screens to be erected on Sides of Railway passing over the Lands of the Duke of Bridgewater.

XXXV. And be it further enacted, That the said Company shall form an Arch or Bridge, as an Extension of the Arch to be formed under the Road from *Manchester* to *Crossford Bridge* aforesaid, in the Line of the said Railway, for a Length of not less than Eighteen Feet into the Ground belonging to the said Devisees, for the Purpose of forming a private Road or Way over the said Railway for the convenient Communication between the Ground belonging to the said Devisees on the East and West Sides of the said Railway towards the South End of such Ground, and shall finish the said private Road or Way with proper Approaches to the same, and with Walls of sufficient Strength and Height at the End thereof to form a Fence between the said Ground and the said Road to *Crossford Bridge* on the South Side, and as a Parapet Wall on the North Side of such private Road: Provided also, that the Arch under such private Road or Way shall be for ever kept in repair by the said Railway Company, but that the Road over and Approaches to the same shall be kept in repair

Arch or Bridge to be made so as to form a private Road for connecting certain Lands of Duke of Bridgewater.



repair by the said Devisees; and that the constructing of the several Arches and the Road in the Lands of the said Devisees shall be done in a good and substantial Manner; and so as to be convenient with the future full Use and Enjoyment of the Property of the said Devisees, but at the same Time to be consistent with the perfect Construction and free Use of the said Railway and Property of the said Company.

Devisees of Duke of Bridgewater enabled to make Two additional Bridges over Railway at their own Expence.

XXXVI. Provided nevertheless, and be it further enacted, That notwithstanding any thing in this Act contained, the said Devisees shall have full Power and Authority to form, at their own Expence, not exceeding Two additional Bridges or Communications over the said Railway, between their Ground on the East and West Sides thereof in the said Township of *Hulme*, such Bridges or Communications to be of a clear Height over such Railway of not less than the Arch of the Bridge to be formed under the said Road from *Manchester* to *Crossford Bridge* aforesaid, the said Devisees causing as little Hindrance and Damage as may be to the said Railway and the Traffic thereon and other the Property of the said Company; and the said Devisees, and their Heirs or Assigns, shall be bound to keep and maintain the said Bridges or Communications when made for ever afterwards in good and perfect Repair at their own Expence.

Screens to be erected between the Railway and the Sheffield and Chapel-en-le-Frith Road.

XXXVII. And be it further enacted, That whenever the said Railway shall approach the said Turnpike Roads known by the Name of the *Sheffield* and *Chapel-en-le-Frith* Roads, or any Branch thereof, either in a parallel Direction, or shall intersect the same, the said Company shall and they are hereby required, along every Part of the said Railway which shall be placed within One hundred Yards of the said Turnpike Roads or any Branch thereof, to erect and at all Times thereafter to maintain and keep in perfect Repair proper Walls and Screens of a Height and Dimensions sufficient to conceal and screen the Steam Engines and other Machinery passing along the said Railway, or to use and employ some other Means and Contrivance so as to prevent the said Engines and Machinery from impeding, obstructing, or endangering the safe travelling of Passengers along the said Turnpike Road; and in case the Trustees of the said Roads and the said Company shall not agree as to the Sufficiency of such Walls and Screens, then the same shall be left to the Decision of Three of His Majesty's Justices of the Peace as herein-after mentioned.

Company to keep Screens in repair.

XXXVIII. And be it further enacted, That in case at any Time hereafter any Part of the said Walls, Screens, Means, or Contrivances so erected or set up as aforesaid shall be in a State of Decay or Dilapidation, the said Company shall and they are hereby required to make good and repair the same forthwith, upon receiving Notice in Writing for that Purpose from the Clerk, Treasurer, or Surveyor to the Trustees of the said Road; and in case the said Company shall neglect for Seven Days after receiving such Notice to proceed to make good and repair such Decay or Dilapidation, it shall be lawful for the said Trustees immediately to proceed to repair and make good the same; and all the Costs, Charges, and Expences incurred by the said Trustees thereon shall be paid, on Demand, by the said Company, or, on



on Failure of Payment for One Calendar Month after such Demand, may be recovered by the said Trustees from the said Company, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

XXXIX. And be it further enacted, That it shall not be lawful for the said Company, without the Consent in Writing of the Trustees for the Time being of the Turnpike Roads known by the Name of the "*Sheffield and Chapel-en-le-Frith Roads*", to place or fix the Line of the said Railway, or to make the said Railway or any Part thereof, within the Distance of Twenty Yards from the said Turnpike Roads or any Branch thereof, in that Part of the present Line of the said Turnpike Roads or Branches thereof which lies between the Road leading from *Hathersage* to *Grindleford Bridge* and the Brook which separates the Townships of *Outseats* and *Bamford*, (except for the Purpose of crossing the same as herein-after mentioned,) nor to make the said Line of Railway nearer than Fifty Yards to the said Turnpike Road at any Place between the said Brook and the Boundary Line separating the Townships of *Thornhill* and *Aston*, nor nearer to the said Turnpike Roads than One hundred Yards from the said last-mentioned Boundary Line to the Mouth of the proposed Tunnel near *Odin Mine* in the Township of *Castleton*.

Railway not to approach within a certain Distance of *Sheffield and Chapel-en-le-Frith Road*.

XL. And be it further enacted, That the Bridge or Viaduct for carrying the said Railway over the said Turnpike Road, or the said Road over the said Railway, in the Parish of *Hathersage*, shall be of such Width as to leave a clear Space for the said Road of Twenty-four Feet, with sufficient Fences at the Side of the Approaches to the said Bridge: Provided also, that if the Trustees of the said Road shall require it in Writing, the said Bridge shall be built and made of such Width as to leave a clear Space for the said Road of Thirty-three Feet; and the said Trustees shall, on Demand, pay to the said Company the extra Expence of making such Bridge or Viaduct of such increased Width, to be recovered, in case of Non-payment, by Action of Debt or on the Case in any of His Majesty's Courts of Record; and the said Company shall for ever after maintain and keep in good Repair the said Bridge when so erected.

Bridge to be built over the *Sheffield and Chapel-en-le-Frith Road*.

XLI. And whereas the said Railway, as laid down on the Plan deposited with the Clerks of the Peace as herein-before mentioned, approaches near to or runs upon the Turnpike Road leading from *Sheffield* aforesaid to *Baslow* in the said County of *Derby*, in the Township of *Ecclesall Bierlow* and *Dore*: And whereas it is expedient that Provision should be made for preventing the said near Approaches of the Railway to the said Road; be it therefore enacted, That the said Company of Proprietors hereby incorporated shall and they are required, at their own Expence, immediately after the said Railway shall be set out, and before it shall be in general Use, at the Places herein-after mentioned to divert and alter the Course of the said Turnpike Road between the North-east Corner of the Field marked in the said Plan Number Thirty-seven, in the said Township of *Ecclesall Bierlow*, and the Field marked in the said Plan Number Twenty-three, in the same Township, and also between the Middle

Company to divert the Turnpike Road in the Townships of *Ecclesall Bierlow* and *Dore*.

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of



of the Field North of *Limbrook*, marked in the said Plan Number Two, in the same Township, and the Field marked in the said Plan Number Sixty-seven, in the said Township of *Dore*, (provided that the said Trustees shall, at the Expence of the said Company, purchase the Land necessary for the said Diversions,) in such Manner as shall be awarded and directed (in case the Parties differ about the same) by or to the Satisfaction of Three of His Majesty's Justices of the Peace to be appointed as herein-after mentioned; and such Justices are hereby authorized to take cognizance of all such Matters, and to act therein accordingly: Provided nevertheless, that the said Company of Proprietors shall not be required to divert the Course of the said Turnpike Road in any Point to a greater Distance than Fifty Yards from the Line of the said Railway at either of the said Places.

Width of  
Bridge over  
the Road  
from Sheffield  
to Baslow in  
the Township  
of Dore.

XLII. And be it further enacted, That at the Crossing of the said Railway over the said Turnpike Road leading from *Sheffield* to *Baslow* in the said Township of *Dore*, the Bridge for carrying the same Railway over the said Road shall be of the Width of Twenty-four Feet: Provided nevertheless, that if the Trustees of the said Road shall so require it by Writing under the Hands of any One or more of them, the said Company shall make the same of any increased Width, not exceeding Thirty-six Feet in the whole; and the said Trustees shall, on Demand, pay to the said Company the extra Expence of making the said Bridge of such increased Width, to be recovered (in case of Nonpayment on Demand) by Action of Debt or on the Case in any of His Majesty's Courts of Record.

Restriction  
as to the  
Bridge over  
the Road  
from Sheffield  
to Chester-  
field.

XLIII. Provided always, and be it further enacted, That before the said Company shall lay or take the said Railway or any Part thereof across the Turnpike Road from *Sheffield* aforesaid to *Chesterfield* in the County of *Derby* (commonly called the *London Road*) at a certain Place North of *Healey Bridge*, the said Company shall, at their own Expence, well and effectually raise the said Turnpike Road so as that it may pass over the said intended Railway by means of a good and substantial Stone Bridge, to be built at the like Expence, of the Width of Thirty-six Feet, with Battlements on each Side thereof of a similar Description, and of the Height of Five Feet above the Arch of the said Bridge, and also shall, at the like Expence, raise the present Road at each End of the said Bridge to such Distances therefrom on each Side thereof as will prevent an Ascent to the Top of the said Bridge of more than One Inch and a Quarter in a Yard, and also (after the said Turnpike Road shall have been raised as aforesaid) shall, at the like Expence, form and make a good and sufficient Fence on each Side of the Ascent to the said Bridge, in order to prevent Accidents therefrom, and also effectually cover the said raised Road with good and well-broken hard Materials, of the Thickness of Ten Inches, and also for ever after maintain and keep in good Repair the said Bridge and Battlements, and the Breast and Side Walls or Embankments for the said Ascents and the said Fences respectively; and in case the Trustees of the said Road and the said Company shall not agree as to any of the Matters aforesaid, then such Disagreement or Disagreements shall be from Time to Time



left to the Decision of Three of His Majesty's Justices of the Peace, to be appointed as herein-after mentioned.

XLIV. Provided further, and be it further enacted, That the said Trustees shall pay to the said Company, within Seven Days after Demand made thereof in Writing signed by the Clerk of the said Company, all such extra Expences as the said Company shall have reasonably sustained and been put to in building the said Bridge and making the Approaches thereunto of the Width of Thirty-six Feet instead of Twenty-four Feet; and in case of Nonpayment thereof within Seven Days after the same shall have been demanded in Writing signed by the Clerk for the Time being of the said Company, the said Company shall and may sue for and recover the same from and against the said Trustees, or their Clerk or Treasurers for the Time being, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or upon the Case.

Expence of increased Width of such Bridge to be paid by Trustees of the Road.

XLV. And be it further enacted, That in case at any Time hereafter the said Bridge or Battlements, or Breast or Side Walls, Embankments or Fences, or any of them, shall be in a State of Decay or Dilapidation, the said Company shall and they are hereby required to make good and repair the same forthwith, upon receiving Notice in Writing for that Purpose from the Clerk, Treasurer, or Surveyor to the Trustees of the said Road; and in case the said Company shall neglect for Seven Days after receiving such Notice to proceed to make good and repair such Decay or Dilapidation, it shall be lawful for the said Trustees immediately to proceed to repair and make good the same; and all the Costs, Charges, and Expences incurred by the said Trustees therein shall be paid, on Demand, by the said Company, or, on Failure of Payment for One Calendar Month after such Demand, may be recovered by the said Trustees from the said Company, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Company to keep Bridge, &c. in repair.

XLVI. Provided always, and be it further enacted, That the Appointment of His Majesty's Justices of the Peace for the Purposes by this Act directed, in relation to the said Turnpike Roads leading to *Chesterfield*, *Baslow*, and *Chapel-en-le-Frith* respectively, shall be made in manner following; (that is to say,) one of the said Three Justices shall be a Justice of the Peace for the West Riding of the County of *York*, not being a Proprietor of Shares in the said Railway, or otherwise interested therein, and shall be named and appointed by the said Company; another of the said Three Justices shall be a Justice of the Peace for the County of *Derby*, and not a Proprietor or otherwise interested as aforesaid, and shall be named and appointed by the said Trustees of the said Turnpike Roads respectively; and the Third shall be a Justice of the Peace for either of the said Two Counties, and not interested as aforesaid, and shall be named and appointed by the said Two first-named and appointed Justices; and the Order and Determination in Writing of the said Three Justices of the Peace, or any Two of them, shall be final and conclusive upon both Parties; and such Justices are hereby authorized and required to

Appointment of Justices to determine certain Disputes.



to take cognizance of all such Matters as shall be so referred to them.

Plan and Book of Reference to be deposited with the Clerk of Peace, &c.

XLVII. And whereas a Map or Plan describing the Line of the said Railway, and the Lands through, in, or over which the same were intended to be carried, together with a Book of Reference containing a List of the Names of the Owners and Occupiers of such Lands, have been deposited in the Offices of the respective Clerks of the Peace for the Counties of *Lancaster*, *Chester*, and *Derby*, and the West Riding of the County of *York*: And whereas, since the depositing of the said Map or Plan and Book of Reference, an Alteration of the Line of the said Railway laid down upon such Map or Plan hath been agreed upon and determined, at the Request and with the Concurrence of the Owners and Occupiers of the Lands through which such Deviation is to be made; be it therefore enacted, That a Map or Plan describing the said Railway as the same has been agreed to be deviated and altered, authenticated by the Signature of the Right Honourable the Speaker of the House of Commons, shall, together with a Copy of an amended Book of Reference of such Deviation, within Two Calendar Months after the passing of this Act be deposited with the respective Clerks of the Peace for the Counties of *Lancaster*, *Chester*, and *Derby*, and the West Riding of the County of *York*; and a Copy of such Map or Plan, similarly authenticated, and of such amended Book of Reference, shall, within the like Period, be deposited with the Clerk of the said Company hereby established, to the end that all Persons may, at seasonable Times, have Liberty to inspect the said Map or Plan and Book of Reference so deposited, and to take Copies thereof or Extracts therefrom, at their Will and Pleasure, paying the Sum of One Shilling for every such Inspection, and for Copies of and Extracts from the said Book of Reference, after the Rate of Sixpence for every One hundred Words; and the said Map or Plan and Book of Reference, or any Copy thereof, or of so much or such Part or Parts thereof respectively as shall relate to any Matter or Thing in question, certified by the said Clerks respectively, or their respective Deputies, or by the said Clerk of the said Company, to be a true Copy, shall be and is hereby declared to be good Evidence in all Courts of Law and elsewhere.

Company not to deviate from Plan on Lands belonging to the Duke of Norfolk, the Sheffield Canal Company, or the Duke of Bridgewater, and not more than 100 Yards on other Lands.

XLVIII. And be it further enacted, That the said Company, in making the said Railway between *Broad Street* in *Sheffield* aforesaid and the Basin of the said Canal in *Sheffield* aforesaid, shall not deviate from the Line delineated in the Maps or Plans so deposited with the Clerk of the Peace as herein-before mentioned, without the Consent in Writing of the Most Noble *Bernard Edward* Duke of *Norfolk* or his Heirs, so far as such Deviation would or might extend through his or their Lands, nor without the Consent of the *Sheffield* Canal Company, to be testified by some Writing under their Common Seal, so far as any such Deviation would or might extend through the Lands of the said Canal Company; and the said Company, in making the said Railway through the Lands of the said Devises in Trust under the last Will and Testament of the said late Duke of *Bridgewater* in *Hulme* as herein-before mentioned, shall not deviate on either Side



Side from the Line herein-before described, without the Consent of the said Devisees in Trust for the Time being; and that the said Company hereby incorporated, in making the Residue of the said Railway and other Works by this Act authorized, shall not deviate or extend beyond One hundred Yards from the Line so delineated in the said Maps or Plans so deposited with the Clerk of the Peace.

XLIX. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said Railway and other Works upon, by, over, or through the Lands, Tenements, and Hereditaments upon, in, over, or through which such Railway or other Works are delineated on the said Maps or Plans, although such Lands, Tenements, or Hereditaments, or any of them, or the Situation thereof respectively, or the Names of the Owners or of the Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in this Act or in the Schedule thereto, or in the said Books of Reference, if it shall appear to any Two or more of His Majesty's Justices of the Peace acting in and for the said Counties of *Lancaster*, *Chester*, or *Derby*, or for the West Riding of the County of *York* (as the Case may require), in case of Dispute about the same, and be certified by Writing under their Hands, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake; and the Certificate of the said Justices shall be deposited with and remain in the Custody of the respective Clerks of the Peace of the said Counties or of the said Riding (according as the said Lands, Tenements, and Hereditaments shall be situated, and as the Case may require).

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

L. Provided also, and be it further enacted, That nothing herein contained shall authorize the said Company, or any other Person, to take, injure, or damage, for the Purposes of this Act, any House or Building which was erected on or before the Thirtieth Day of *November* last, or any Land then set apart and used as and for a Garden, Orchard, Yard, Park, Paddock, Plantation, Coppice, planted Walk, or Avenue to a House, or any inclosed Ground planted as an Ornament or Shelter to a Dwelling House, or planted and set apart as a Nursery for Trees, without the Consent in Writing of the Owner or Owners thereof or other Persons interested therein respectively, other than and except such as are specified in the Schedule to this Act annexed.

Houses and Gardens not to be used, unless specified in the Schedule.

LI. And be it further enacted, That after any Lands, Tenements, or Hereditaments intended to be taken or used for the Purposes or Uses of this Act shall have been set out and ascertained, it shall be lawful for all Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Tenants for Life or in Tail, or for any other partial or qualified Estate or Interest, Husbonds, Guardians, Trustees and Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Committees, and all Trustees and Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of all and every Person and Persons entitled in Reversion, Remainder, or Expectancy, if incapacitated, and as to such Husbonds and Guardians also for and

Bodies Politic, &c. empowered to sell and convey Lands.



on behalf of their Wives and Wards, and as to such Committees also for and on behalf of the Lunatics and Idiots of whom they shall be the Committees respectively, and as to all such Bodies Politic, Corporate, or Collegiate, Corporations, Trustees and Feoffees in Trust, Executors, Administrators, and other Persons as aforesaid, also for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons, and to and for all Femes Covert seised, possessed of, or interested in their own Right, or entitled to Dower or other Interest in, and for all other Persons whomsoever who are or shall be seised or possessed of or interested in any such Lands, Tenements, or Hereditaments, to contract for, sell, and convey the same, or any Part thereof, unto the said Company; and all such Contracts, Sales, and Conveyances shall be made at the Expence of the said Company, and shall be made according to the following Form, or as near thereto as the Number of the Parties and the Circumstances of the Case will admit; (namely,)

Form of  
Conveyance  
to the Com-  
pany.

‘ I *A.B.* of                      in consideration of the Sum of  
‘ to me [*or, as the Case may be*, into the Bank of *England* in the  
‘ Name and with the Privy of the Accountant General of the  
‘ Court of Exchequer, *ex parte* the *Sheffield* and *Manchester* Rail-  
‘ way Company, pursuant to the Act after mentioned,] paid by the  
‘ said Company established and incorporated by an Act of Parlia-  
‘ ment passed in the First and Second Year of the Reign of His  
‘ Majesty King *William* the Fourth, intituled [*here set forth the Title*  
‘ *of this Act*], do hereby grant and alien to the said Company, their  
‘ Successors and Assigns, all [*describing the Premises to be conveyed*],  
‘ together with all Ways, Rights, and Appurtenances thereunto  
‘ belonging, and all such Estate, Right, Title, and Interest in and  
‘ to the same and every Part thereof as I am or shall become  
‘ seised or possessed of, or as I am by the said Act capacitated or  
‘ empowered to convey, to hold the Premises to the said Company,  
‘ their Successors and Assigns for ever, according to the true Intent  
‘ and Meaning of the said Act. In witness whereof I have hereunto  
‘ set my Hand and Seal the                      Day of                      in  
‘ the Year of our Lord                      ’

And all such Conveyances and Assurances as aforesaid shall be valid and effectual in Law to all Intents and Purposes, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Estates, Interest or Interests, so thereby conveyed or aliened, and to bar and destroy all such Estates Tail, and all Titles to Dower, and all other Estates, Rights, Titles, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever.

Conveyance  
of Copyholds.

LII. Provided always, and be it further enacted, That if any Contract or Agreement shall be made or entered into for or in respect of any Lands, Tenements, or Hereditaments to be taken, or used by virtue of the Powers of this Act, for the Purposes thereof, which shall be of Copyhold or Customary Tenure, or in the Nature thereof, every such Contract and Agreement shall be executed and completed  
8 by



by Surrender of such Lands, Tenements, or Hereditaments in the Court of the Manors of which the same may be held or parcel, according to the Custom of such Manors respectively, which Surrender shall and may be made by the Bodies Politic, Corporate, or Collegiate, and the Persons by this Act authorized and empowered to make Conveyances of Lands and Hereditaments of Freehold Tenure, and shall have like Force and Effect in respect of such Copyhold or Customary Estates and Interests as such Conveyance as aforesaid made by the same Body or Bodies or Person or Persons would have had over the Hereditaments comprised in such Surrender in case the same had been of Freehold Tenure; and such Lands, Tenements, and Hereditaments shall continue subject to the same Fines, Rents, and Services as may be then due and payable and of Right accustomed, in the same Manner as if this Act had not been passed, until the said Company shall contract with the Lord or Lady for the Time being of such Manor, or if Infant, Lunatic, or Idiot, then with his or her Guardian or Committee, for the Enfranchisement of such Lands, Tenements, or Hereditaments; and such Lord or Lady, whether sole or married, and whether a Trustee or seised in his or her own Right, and his or her Guardian or Committee, if Infant, Lunatic, or Idiot, is hereby empowered to contract for the Enfranchisement of and to enfranchise the same Copyhold or Customary Lands, Tenements, and Hereditaments, by such or the like Form of Conveyance as by this Act is directed to be used in case of the Conveyance of Lands and Hereditaments of Freehold Tenure, notwithstanding he or she shall be seised of or entitled to the same Manor for a less Interest than an Estate of Inheritance in Fee Simple; but inasmuch as the vesting and continuing of such Copyhold or Customary Premises in the said Company as a Body Corporate would, if the same should not be enfranchised, prevent such Lord or Lady from receiving the same Benefit of Fines, Heriots, and other Services due upon Death, Descent, or Alienation, as he or she would have received in case such Copyhold or Customary Premises had continued to be the Property of Persons in their natural Capacities, the said Lord or Lady shall be paid by the said Company a reasonable Recompence and Satisfaction for the Loss which may arise to him or her in respect of such Fines, Heriots, and other Services, the Receipt or Enjoyment of which shall be lost or diminished by the vesting or continuing of such Copyhold or Customary Premises in a Body Corporate; and such Recompence and Satisfaction, and also the Appointment or Apportionment of the certain Copyhold or Customary Rents issuing out of any Copyhold or Customary Tenements, of which a Part only shall be taken for the Purposes of this Act, shall, if not settled by Agreement between the Parties, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands, Tenements, or Hereditaments to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof.

LIII. And be it further enacted, That in all Cases in which the Lord or Lady of any Manor, whereof any Copyhold or Customary Lands or Tenements required to be taken or used for the Purposes of this Act are held or parcel, or being Infant, Lunatic, or Idiot, his Application of Money belonging to Lords of Manors or under Inca-



capacity, in respect of the Enfranchisement of Copyholds.

or her Guardian or Committee, shall be willing to enfranchise such Copyhold or Customary Lands or Tenements, and such Lord or Lady shall be seised of or entitled to such Manor for a less Interest than an Estate in Tail General or Special in Possession, or where he or she shall be unable, by levying a Fine or suffering a Common Recovery, to enfranchise the same Lands or Tenements, or shall (whether having such limited or the entire Interest in such Manor) be Infant, Lunatic, or Idiot, then the Money agreed upon or awarded by a Jury to be paid for the Enfranchisement thereof shall be paid and disposed of under the Direction and Approbation of the Court of Exchequer, or without such Direction or Approbation, according to the Amount thereof, in the same Manner in all respects as in this Act is directed and provided with respect to Money agreed upon or awarded by a Jury to be paid for the Purchase of any Lands, Tenements, or Hereditaments taken or used for the Purposes thereof, which shall belong to any Person under any Disability or Incapacity whatsoever; and in all Cases in which the Appointment or Apportionment of the certain Copyhold or Customary Rents issuing out of such Copyhold or Customary Lands and Tenements, of which a Part only shall be taken for any of the Purposes of this Act, shall be settled by Agreement between the Parties, such Agreement shall be made with, and shall not be valid without, the Consent and Approbation of the Lord or Lady of the Manor whereof the same Copyhold or Customary Lands and Tenements are held or parcel; and if not so settled, the same shall then be assessed and determined by the Verdict of a Jury, if required, in such Manner as in and by this Act is directed and provided; and the Apportionment of such Copyhold or Customary Rents as aforesaid shall not in any Manner invalidate, prejudice, or destroy the Custom or Customs in other respects by or under which the Copyhold or Customary Lands or Tenements not taken for the Purposes of this Act shall be held, or the Remedy or Remedies for the Recovery of the Rent for the same after the Apportionment thereof; and in all Cases where the Lord or Lady of any Manor, whereof any Copyhold or Customary Lands or Tenements purchased by the said Company for the Purposes of this Act shall be parcel, shall not have contracted to enfranchise the same, and shall in consequence thereof have received from the Company a Recompence or Satisfaction in respect of the Fines, Heriots, and other Services being diminished or lost by the vesting and continuing of such Copyhold or Customary Lands or Tenements in a Body Corporate, then and in every such Case, if the same Lands or Tenements, or any Part thereof, shall not be ultimately required for the Purposes of this Act, and shall be sold and disposed of by the said Company under the Authority to them by this Act given for that Purpose, the Copyhold or Customary Lands and Tenements which shall be sold and disposed of by the said Company shall remain in the Hands of the Purchaser thereof, and for ever thereafter continue free and discharged from the Fines, Heriots, and other Services whereof such Recompence and Satisfaction shall have been made as aforesaid.

Conveyance of Waste Lands.

LIV. And be it further enacted, That in all Cases in which, in the Execution of the Powers of this Act, there shall be Occasion to take or



or use any Common or Waste Land, or other Lands, Tenements, or Hereditaments which shall be charged with or be subject or liable to the Exercise of any Right or Privilege of Common thereupon, whether of Pasture, Turbary, Estover, Piscary, or Easement, and whether such Common or Commonable Rights be appendant, appurtenant, or in gross, and whether the same be created or be then subsisting by Grant, Prescription, Custom, or otherwise howsoever, the Conveyance of such Common or Waste Land, or other Lands, Tenements, or Hereditaments as aforesaid, by any Body Politic, Corporate, or Collegiate, or other Person or Persons, having such Estate or Interest in the Manor wherein such Common or Waste Land shall be situate, (or if the same shall not be Waste of any Manor, then having such Estate or Interest in the Soil of the said Lands, Tenements, or Hereditaments as the Bodies and Persons who are by this Act enabled to sell other Lands, Tenements, and Hereditaments, have in such Lands, Tenements, or Hereditaments,) shall be a good and sufficient Conveyance to the said Company for the Purpose of vesting in them the Fee Simple and Inheritance of such Common or Waste Land, or other Lands, Tenements, or Hereditaments, as fully and effectually as if every Person having Right of Common upon such Common or Waste Land, or other Lands, Tenements, or Hereditaments, were seised thereof in Fee Simple in Possession, and had joined in and executed such Conveyance; and the Compensation to be paid for the Extinguishment of any Right of Common upon any such Common or Waste Land as aforesaid shall be paid by the said Company to the Churchwardens and Overseers of the Poor for the Time being of the Parish wherein such Common or Waste Land shall be situate, and shall be by such Churchwardens and Overseers received and applied for such general or public Purposes within the said Parish as a Vestry thereof to be convened by such Churchwardens for that Purpose shall direct; and in all Cases in which any such Commonable or other Rights shall extend over and be exercised and enjoyed out of or upon any other Lands, Tenements, or Hereditaments than such Common or Waste Land, the Compensation for the Relinquishment thereof shall be paid to the Party or Parties having such Estate or Interest as aforesaid in the said Commonable or other Rights, or in any Lands, Tenements, or Hereditaments whereunto the same shall be appendant or appurtenant, or otherwise shall be deposited in the Bank of *England* in manner by this Act directed (as the Case may be): Provided, that in all Cases in which any such Manor, or any Lands or other Hereditaments required for the Purposes of this Act, is or are vested in Freeholders or Inhabitants at large, or in any greater Number of Persons than Four, or where it is not known to what Lord or Lady such Manor belongs, or in what Manor such Common or Waste Lands are situate, the Conveyance by Four at least of the Freeholders whose Lands or Tenements, whether absolute in them, or such as would capacitate them to convey such Lands or Tenements if wanted for the Purposes of this Act, and shall have Common Right on or over such Common or Waste Land, and whose said Lands and Tenements in the Rate for the Relief of the Poor amount in yearly Value to Three Fifth Parts at least of the whole of the Lands and Tenements which have such Common Right, shall also

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in like Manner be a good and sufficient Conveyance to the said Company for the Purpose of vesting in them the Fee Simple and Inheritance of such Common or Waste Lands.

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

LV. And be it further enacted, That where any of the Lands, Tenements, or Hereditaments which shall be purchased by the said Company shall be subject solely, or jointly with other Lands, Tenements, or Hereditaments not so purchased, to or with any Rent Service, Rent Charge, or Chief Rent, or other Rent, or other Payment or Incumbrance; it shall be lawful for the said Company to agree for the Release of such Lands, Tenements, and Hereditaments so to be purchased from such Rent, Payment, or Incumbrance, and for an Apportionment of such Rent, Payment, or Incumbrance, where necessary, for such Consideration in Money as shall be agreed upon between the said Company and the Party or Parties who, under the Provisions of this Act, shall agree to sell or apportion the same Rent, Payment, or Incumbrance, or as shall be assessed by a Jury as herein-after mentioned; and in case any Difference shall arise respecting the Apportionment of such Rent, Payment, or Incumbrance, or the Money or Equivalent offered for the same, then the Value and the Apportionment of the same shall be determined and decided by a Jury in manner herein-after mentioned, which Jury shall apportion such Rent, Payment, or Incumbrance according to the respective Values of the Lands, Tenements, and Hereditaments so to be purchased, and of the Lands, Tenements, and Hereditaments not so purchased, out of or from which such Rent, Payment, or Incumbrance shall be jointly issuing; and all Contracts, Conveyances, and Assurances which shall be made by and between the said Company and any such Party or Parties as aforesaid, respecting such Release, shall be valid and effectual in the Law, and shall extinguish the Whole or a proportionate Part of such Rent, Payment, or Incumbrance, as the Case may be, and shall be within the Powers and Regulations of this Act: Provided always, that when the said Lands, Tenements, and Hereditaments so to be purchased shall be released from any Rent, Payment, or Incumbrance affecting the same jointly with other Lands, Tenements, and Hereditaments, such last-mentioned Lands, Tenements, and Hereditaments shall be charged only with the Remainder of such Rent, Payment, or Incumbrance; and such Apportionment shall not prejudice the Remedies for such Remainder, but the same shall at all Times thereafter remain as effectual as if the Lands, Tenements, and Hereditaments not so purchased had been originally charged with that Amount only: Provided also, that when a Part only of any Rent, Payment, or Incumbrance shall be released, it shall be lawful for the said Company, on Tender for that Purpose of any Deed or Instrument creating or transferring such Rent, Payment, or Incumbrance, to affix their Common Seal to a Memorandum indorsed on such Deed or Instrument, declaring what Part of the Lands, Tenements, and Hereditaments, originally subject to such Rent, Payment, or Incumbrance, shall have been purchased by virtue of this Act, and what Proportion of the said Rent, Payment, or Incumbrance shall have been released, and also declaring the Amount of the Rent, Payment, or Incumbrance to subsist and continue payable; and such

Memorandum



Memorandum shall be Evidence in all Courts of the Facts thereby stated, but not so as to exclude any other Evidence of the same Facts.

LVI. Provided also, and be it further enacted, That if, in the Execution of any of the Powers of this Act, any Lands shall be cut through and divided, so that what shall be left thereof on both Sides or on either Side of the said Railway shall be less than Half a Statute Acre in Quantity, and if the Owner of any such Land shall not have any other Land adjoining to that which shall be so left, then and in every such Case, if such Owner shall so require, but not otherwise, the said Company shall also purchase the Land so left on both or on either of the Sides of the said Railway, being less than Half a Statute Acre in Quantity as aforesaid, the Value thereof to be ascertained in the same Manner as is directed concerning any Land to be taken or used for the Purposes of this Act; or in case such Owner as aforesaid shall have any other Land adjoining to that which shall be so left, he or she may require the said Company, at the Expence of such Company, to throw the same into the adjoining Land of such Owner, by removing the Fences, and levelling the Sites thereof, and soiling the same in a sufficient and workmanlike Manner: Provided always, that if, in respect of any Land which shall be so left, being less than Half a Statute Acre in Quantity, and the Owner whereof shall not have any Land adjoining on the same Side of the said Railway, the said Company shall be called upon to make any Bridge or Culvert for the Purpose of making a Communication therewith, it shall be lawful for the said Company and they are hereby empowered to take and purchase such Piece of Land being less than Half a Statute Acre in Quantity.

Where small  
Parcels of  
Land are in-  
tersected,  
Company  
compellable  
to purchase  
the whole.

LVII. Provided always, and be it further enacted, That nothing in this Act contained shall extend to give to the said Company any Coal, Stone, Slate, or other Minerals, under any Lands, Tenements, or Hereditaments purchased by the said Company under the Provisions of this Act, (except only so much of such Coals, Stone, Slate, or Minerals as shall be necessary to be dug or carried away or used for the Purposes of this Act,) but all such Coal, Stone, Slate, and Minerals not necessary to be so dug, carried away, or used as aforesaid, shall be deemed to be excepted out of the Purchase of such Lands, Tenements, and Hereditaments, and may be worked by the respective Owners and Lessees thereof under the said Lands, Tenements, and Hereditaments, or the Railway or other Works of the said Company, as if this Act had not been passed, so that no Damage or Obstruction be thereby done or occur to or in such Railway or Works: Provided nevertheless, that in case any Damage or Obstruction shall be so done or occur to or in such Railway or Works, the same shall be forthwith repaired or removed (as the Case may be) by and at the Expence of the respective Owners or Lessees of such Coal, Stone, Slate, or Minerals as aforesaid; and if the same shall not be forthwith done, it shall be lawful for the said Company to repair such Damage or to remove such Obstruction, and to recover the

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



the Expences attending the same, in case of Refusal or Neglect to pay the same within Fourteen Days after Demand thereof, by Distress and Sale of the Goods and Chattels of such respective Owners or Lessees, or by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Company  
not to claim  
any Fluor  
Spar dug up  
in making the  
Railway.

LVIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend to give to the said Company any Fluor Spar or Blue John, although the same may be dug or carried away for the Purposes of this Act; but all such Fluor Spar or Blue John shall be deemed to be excepted out of the Purchase of such Lands, Tenements, and Hereditaments, and shall belong to the Owner or Owners of the Land in which the same may be found: Provided always, that the Value of such Fluor Spar or Blue John shall not be taken into consideration in the Valuation of any Land in, upon, or under which the said Fluor Spar or Blue John shall be found.

For prevent-  
ing Rail-  
way being  
injured by  
working  
Mines.

LIX. Provided always, and be it further enacted, That whenever, in the working or getting of any such Coal, Stone, Slate, or Minerals, the Owners or Lessees or other Persons working the same shall approach within One hundred Yards of any Masonry or Building belonging to the said Company, the Owner, Lessee, or other Person directing the working of any such Coal, Stone, Slate, or Minerals shall give Notice in Writing thereof to the said Company; and within One Calendar Month after the Service of such Notice, the said Company, or the Directors of the said Company to be appointed as herein-after mentioned, shall deliver to such Owner, Lessee, or other Person a Declaration in Writing, under the Common Seal of the said Company, whether they require the Coal, Stone, Slate, or Minerals under such Masonry or Building so lying within One hundred Yards thereof, or so much thereof as the said Company or the said Directors shall in such Declaration specify, to be reserved for the Protection of such Masonry or Building, and in that Case the said Company shall purchase and pay the Owner, Lessee, or other Persons entitled to the same for the Coal, Stone, Slate, or Minerals so reserved; and in case the said Company, and such Owner, Lessee, or other Person, shall not agree as to the Price to be paid for the said Coal, Stone, Slate, or Minerals so reserved, the same shall be settled by a Jury in manner herein-after mentioned; and in case the said Company or the said Directors shall not desire the said Coal, Stone, Slate, or Minerals to be reserved, or shall not deliver such Declaration in Writing as aforesaid, then and in either of such Cases the said Owners, Lessees, or other Persons may work and get the Coal, Stone, Slate, or Minerals under the said Masonry or Buildings, provided the same be got in the usual and ordinary Manner, doing as little Damage to the said Railway hereby authorized as may be.

Satisfaction  
to be made  
for Lands  
taken for the  
Railway.

LX. And be it further enacted, That all Corporations and other Parties by this Act capacitated to sell and convey any Lands, Tenements, or Hereditaments, or to enfranchise any Lands, Tenements, or Hereditaments of Copyhold or Customary Tenure, and the respective Owners and Occupiers of any Lands, Tenements, or Hereditaments,



ditaments, through, under, in, or upon which the said Railway and other Works hereby authorized are intended to be made, may accept and receive Satisfaction for the Value of such Lands, Tenements, and Hereditaments, or the Interest or Interests therein by them, him, or her conveyed, and also Compensation for and on account of any Damage sustained by them, him, or her by reason of the severing or dividing of such Lands, Tenements, or Hereditaments, or by reason or on account of any of the Works by this Act authorized, or of the Execution of any of the Powers of this Act, in such gross Sums as shall be agreed upon between the said Owners (including Persons hereby capacitated as aforesaid) and Occupiers respectively and the said Company; and in case the said Company and such Parties respectively shall not agree as to the Amount or Value of such Purchase Money, Satisfaction, or Compensation, the same respectively, or either of them, concerning which they do not so agree, shall be ascertained and settled by the Verdict of a Jury, if required, as herein-after is directed.

LXI. And for settling all Differences which may arise between the said Company and the several Owners and Occupiers of or Persons interested in any Lands, Tenements, or Hereditaments which shall or may be taken, used, damaged, or injuriously affected by the Execution of any of the Powers hereby granted; be it further enacted, That if any Body Politic, Corporate, or Collegiate, Trustee, or other Person so interested or entitled and capacitated to sell, contract, or agree as aforesaid, shall not agree with the said Company as to the Amount of such Purchase Money or Satisfaction, or other Compensation as aforesaid; or if any of such Parties shall refuse to accept such Purchase Money or Satisfaction, or other Compensation as aforesaid, as shall be offered by the said Company, and shall give Notice thereof in Writing to the said Company within Twenty-one Days next after such Offer shall have been made, and the Party giving such Notice shall therein request that the Matter in dispute may be submitted to the Determination of a Jury; or if any of such Parties as aforesaid shall, for the Space of Twenty-one Days next after Notice in Writing have been given to him, her, or them, or, in case of any Corporation, to the Clerk, Agent, or principal Officer of any such Corporation, either personally, or by being left at his, her, or their last or usual Place or Places of Abode respectively, or with the Tenant or Occupier of any Lands, Tenements, or Hereditaments required for the Purposes of this Act, neglect or refuse to treat or shall not agree with the said Company for the Sale and Conveyance of their respective Estates and Interests therein, or the respective Estates and Interests which they respectively are hereby capacitated to convey, or shall by reason of Absence be prevented from treating, or shall by reason of any Impediment or Disability not provided for by this Act be incapable of making such Agreement as shall be necessary or expedient for enabling the said Company to proceed in making the said Railway and other the Works aforesaid, or shall not disclose and prove the State of the Title to the Premises of which he, she, or they may be in Possession and claim to be entitled unto or interested in, or in any other Case where Agreement for Compensation for Damages incurred in the Execution of any of the Powers of this Act cannot be made;

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

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then and in every such Case the said Company shall and they are hereby required from Time to Time to issue a Warrant under their Common Seal to the Sheriff of the County in which the Lands, Tenements, and Hereditaments in question shall be situate, or the Matter in dispute shall arise, or in case such Sheriff or his Under Sheriff shall be one of the said Company, or enjoy any Office of Trust or Profit under the said Company, or shall be in any way interested in the Matter in question, then to any of the Coroners of such County not interested as aforesaid, or if all the Coroners shall be so interested, then to some Person then living in the said County who shall have filled the Office of Sheriff or Coroner in the said County, and be free from personal Disability, and not interested as aforesaid, a Person having more recently served either Office being always preferred, commanding such Sheriff or Coroner or other Person to impanel, summon, and return, and the said Sheriff, Coroner, or other Person is hereby accordingly empowered and required to impanel, summon, and return, a Jury of at least Eighteen sufficient and indifferent Men qualified according to the Laws of this Realm to be returned for Trials of Issues in His Majesty's Courts of Record at *Westminster*; and the Persons so to be impanelled, summoned, and returned are hereby required to appear before the said Sheriff, Under Sheriff, Coroner, or other Person, at such Time and Place as in such Warrant shall be appointed, and to attend from Day to Day until duly discharged; and out of such Persons so to be impanelled, summoned, and returned, a Jury of Twelve Men shall be drawn by the said Sheriff, Under Sheriff, Coroner, or other Person, or by some other Person or Persons to be by them respectively appointed, in such Manner as Juries for Trials of Issues joined in His Majesty's Courts of Record at *Westminster* are by Law directed to be drawn; and in case a sufficient Number of Jurymen shall not appear at the Time and Place so to be appointed as aforesaid, such Sheriff, Under Sheriff, Coroner, or other Person shall return other honest and indifferent Men of the Standers-by, or of others that can be speedily procured to attend that Service (being so qualified as aforesaid), to make up the said Jury to the Number of Twelve; and all Parties concerned may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to summon before him all Persons who shall be thought necessary to be examined as Witnesses touching the Matters in question, and may order and authorize the said Jury, or any Six or more of them, to view the Place or Matter in controversy; and such Jury shall, upon their Oaths, or, being of the Society called *Quakers*, upon their solemn Affirmations (which Oaths and solemn Affirmations, as well as the Oaths and solemn Affirmations of all Persons who shall be called upon to give Evidence, the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to administer,) inquire of and assess and give a Verdict for the Sum or Sums of Money to be paid for the Purchase of such Lands, Tenements, and Hereditaments, (except for such Interest or Interests therein as shall have been of Right purchased by the said Company from any other Person or Persons,) and also the separate and distinct Sum or Sums of Money to be paid by way of Satisfaction or Compensation, either for the



the Damages which shall before that Time have been done or sustained as aforesaid, or for the future temporary or perpetual or for any recurring Damages which shall have been so done or sustained as aforesaid, and the Cause or Occasion of which shall have been in part only obviated, removed, or repaired by the said Company, and which cannot or will not be further obviated, removed, or repaired by them; and the said Sheriff, Under Sheriff, Coroner, or other Person shall accordingly give Judgment for such Purchase Money, Satisfaction, or Compensation as shall be assessed by such Jury; which said Verdict and the Judgment thereon to be pronounced as aforesaid shall be binding and conclusive to all Intents and Purposes upon all Parties and Persons whatsoever: Provided always, that not less than Seven Days Notice in Writing of the Time and Place at which such Jury are so required to be returned shall be given by the said Company to the Party or Parties with whom any such Controversy shall arise, by leaving such Notice at the Dwelling House of the Person or Persons, or the Clerk or Agent or principal Officer of any such Corporation, or with some Tenant or Occupier of the Premises intended to be valued, or respecting which or any Damage to which any such Question shall arise.

LXII. Provided also, and be it further enacted, That in ascertaining the Money to be paid for the Purchase of any Lands, Tenements, or Hereditaments to be taken or used for the Purposes of this Act, the Jury shall also ascertain and assess the Compensation and Satisfaction to be made by the said Company for any Damages which shall or may be sustained by any Parties or Persons respectively interested in such Lands, Tenements, or Hereditaments, for or by reason of the severing or dividing the same from other Lands, Tenements, or Hereditaments whereof, wherein, or whereto any such Parties or Persons aforesaid shall be seised, possessed, or entitled, and also for or on account of any Injury or Loss whatsoever which shall or may accrue to or be sustained by such Parties or Persons by reason of the Execution of any of the Powers of this Act; such Damages, Compensation, and Satisfaction to be settled and ascertained separately and distinctly from the Value of the Lands, Tenements, and Hereditaments so to be taken or used as aforesaid.

Value of  
Land and  
Damages to  
be ascertain-  
ed separately.

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

Compensa-  
tion Money  
to be ap-  
portioned.

LXIV. And be it further enacted, That the said Verdicts and Judgments, being first signed by the said Sheriff, Under Sheriff, Coroner, or other Person presiding at the taking of such Verdict and pronouncing of such Judgment respectively, shall be kept by the Clerk of the Peace for the County, Riding, or Division in which the Matter in dispute shall have arisen, amongst the Records of the Quarter

Verdicts to  
be recorded.



Quarter Sessions for such County, Riding, or Division, and shall be deemed Records to all Intents and Purposes, and the same or true Copies thereof shall be allowed to be good Evidence in all Courts whatsoever; and all Persons shall have Liberty to inspect the same, paying for such Inspection the Sum of One Shilling, and also to take and make Copies thereof, paying for every Copy after the Rate of Sixpence for every One hundred Words.

Penalty on  
Sheriffs,  
Jurors, or  
Witnesses  
making  
Default.

LXV. And be it further enacted, That if any such Sheriff or his Deputy, or any Coroner or other Person herein-before authorized and directed to act in the Stead of such Sheriff, shall make Default in the Premises, he shall for any such Offence forfeit and pay the Sum of Fifty Pounds; and if any Person so summoned and returned upon any such Jury as aforesaid shall not appear, or appearing shall refuse to be sworn, or, being of the Society of Persons called *Quakers*, to make his solemn Affirmation, or to give his Verdict, or shall in any other Manner wilfully neglect his Duty contrary to the true Intent and Meaning of this Act, or if any Person so summoned to give Evidence as aforesaid shall not appear on being paid or tendered a reasonable Sum for his or her Costs and Expences, or appearing shall refuse to be sworn or affirmed or to give Evidence, every Person so offending, having no reasonable Excuse (to be judged of and determined by the said Sheriff, Under Sheriff, Coroner, or other Person), shall forfeit and pay for every such Offence, for the Benefit of the Party for whom or on whose Account such Jury or Witness shall have been summoned, any Sum not exceeding Ten Pounds; all which Penalties or Forfeitures shall and may be levied by virtue of a Warrant under the Hand and Seal of any Justice of the Peace for the County, Riding, or Division in which the said Lands, Tenements, or Hereditaments shall be situate or the said Inquisition shall be held, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him or her the Overplus of the Money thereby produced, after such Penalty and the Charges and Expences of such Distress and Sale shall have been deducted.

Jurors to be  
under the  
same Regula-  
tions as those  
of the Courts  
at Westmin-  
ster.

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

Expences of  
Jury how to  
be paid.

LXVII. And be it further enacted, That in every Case in which the Verdict of a Jury shall be given for the same or a greater Sum than shall



shall have been previously offered by the said Company for the Purchase of any Lands, Tenements, or Hereditaments to be used or taken by them for the Purposes of this Act, or as Compensation or Satisfaction for any Damage or Loss which may happen or arise in or be occasioned by the Execution of any of the Powers of this Act, all the Costs incurred in summoning such Jury and the Expences of Witnesses shall be borne by the said Company; and such Costs and Expences shall be settled and determined by the said Sheriff, Under Sheriff, Coroner, or other Person as aforesaid; and in case such Costs and Expences shall not be paid to the Party or Parties entitled to receive the same within Ten Days after the same shall have been demanded, the same shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the said Company, or of the Treasurer of the said Company, (unless such Treasurer shall pay such Costs and Expences out of any Monies received by him by virtue of this Act, and which he is hereby authorized to do,) under a Warrant to be issued for that Purpose by any Justice of the Peace for any of the said Counties of *Lancaster*, *Chester*, and *Derby*, or of the West Riding of the County of *York*, (as the Case may require,) acting within their respective Jurisdictions, and not interested in the Matter in question, which Warrant such Justice is hereby authorized and required to issue under his Hand and Seal, on Application made to him for that Purpose by any Party entitled to receive such Costs and Expences; but if the Verdict of the Jury shall be given for a less Sum than shall have been previously offered by or on behalf of the said Company, One Moiety of the said Costs and Expences, to be settled and determined as aforesaid, shall be defrayed by the Party or Parties with whom the said Company shall have such Controversy or Dispute, and the Remainder shall be defrayed by the said Company; and the former Moiety of such Costs and Expences, having been ascertained and settled in manner herein-before mentioned, shall and may be deducted out of the Money awarded to be paid to such Party or Parties as aforesaid, as so much Money advanced to and for his, her, or their Use, and the Payment or Tender of the Remainder of such Money shall be deemed and taken, to all Intents and Purposes, to be a good Payment or Tender and Satisfaction of the whole thereof: Provided always, that in Cases where, by reason of Absence in Foreign Parts, or from any other Cause or Disability not herein-before provided for, any Person shall have been prevented from treating and agreeing as aforesaid, the whole of such Charges and Expences (to be settled and determined in manner herein-before directed) shall be borne and paid by the said Company.

LXVIII. And be it further enacted, That all Parties with whom the said Company shall have any such Dispute shall, before the said Company shall be obliged to issue their Warrant for the summoning of such Jury, enter into a Bond, with Two sufficient Sureties, to the Treasurer or Clerk of the said Company, in a Penalty of One hundred Pounds to prosecute their Complaint, and to bear and pay their Proportion of the Costs and Expences of the summoning and returning such Jury, and taking such Verdict, and of the summoning and of the Attendance of Witnesses, in case any Part of such Costs and Expences shall fall upon them.

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

[*Local.*]

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LXIX. And



Notice of  
Injury to be  
given to the  
Company  
before Com-  
plaint.

LXIX. And be it further enacted, That the said Company shall not be obliged, nor shall any Jury to be summoned by virtue of this Act be allowed, to receive or take notice of any Complaint to be made by any Party for any Loss or Injury by them, him, or her sustained or supposed to be sustained in consequence of the Execution of any of the Powers of this Act, unless Notice in Writing, signed by the chief Clerk or Treasurer or other proper Officer of the Corporation, or by the Person, making such Complaint, stating the Particulars of such Loss or Injury, and the Amount of the Compensation claimed in respect thereof, shall have been given by such Corporation or Person or Persons to the said Company within Six Calendar Months next after the Time of such supposed Loss or Injury having been sustained or the doing or committing thereof shall have ceased.

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

LXX. And be it further enacted, That upon Payment or legal Tender of such Sums of Money as shall have been agreed upon between the Parties, or awarded by a Jury in manner aforesaid, as the Purchase Money for any Lands, Tenements, or Hereditaments, or for any Estate or Interest in any Lands, Tenements, or Hereditaments, or as a Satisfaction or Compensation for any Loss or Injury as herein-before mentioned, to the respective Proprietors of such Lands, Tenements, or Hereditaments, or other Persons respectively interested therein or entitled to receive such Money or Satisfaction or Compensation respectively, or if the Parties so respectively entitled or interested as aforesaid cannot be found, or shall refuse to receive such Money as aforesaid, or shall refuse, neglect, or be unable to make a good Title to, or shall refuse to execute the necessary Conveyances of, the Premises, or in case such Money shall be liable to be invested in the Purchase of other Lands, Tenements, or Hereditaments, then and in any of such Cases upon Payment of such Money into the Bank of *England*, or in such other Manner as is herein-after directed, within Thirty Days after the same shall have been so agreed upon or awarded, or after such Tender, Refusal, Neglect, or Disability shall be made or discovered, for the Use of the Party or Parties entitled thereto, it shall be lawful for the said Company forthwith to enter upon and take Possession of such Lands, Tenements, and Hereditaments, and to make and construct the Works by this Act authorized, and in respect of which such Satisfaction or Compensation shall have been agreed upon or awarded; and the Lands, Tenements, and Hereditaments whereupon such Entry shall have been made, and whereof such Possession shall have been taken, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of all and every Person and Persons whomsoever therein, shall thenceforth be vested in and become the sole Property of the said Company, to and for the Purposes of this Act; and such Payment or Tender and Investment shall not only bar all the Right, Title, Interest, Claim, and Demand of all such Persons, and operate to merge outstanding or other Terms of Years, but also shall bar the Dower of the Wife of every such Person, and all Estates Tail, and other Estates in Reversion and Remainder, or otherwise, of his, her, or their Issue, and of every other Person whomsoever therein: Provided nevertheless, that before such Payment, Tender, or Investment as aforesaid shall have been made, it shall not be lawful



lawful for the said Company, or for any Person acting under their Authority, to bore, dig, or cut into or enter upon such Lands, Tenements, or Hereditaments, for any of the Purposes of this Act, without the previous Consent of the respective Owners and Occupiers thereof respectively.

LXXI. And whereas, in making and executing the said Railway and the several other Works by this Act authorized, it may be necessary for the said Company, their Deputies, Contractors, Servants, and Workmen, to enter upon and take temporary Possession of some Part or Parts of the Lands adjoining to the Line of the said Railway and other Works, for the Purpose of laying or depositing thereon the Earth, Clay, and other Materials which shall have been taken out in excavating Tunnels or deep Cuttings, or of manufacturing such Clay into Bricks, or of getting and procuring Earth and Materials from such adjoining Lands, for forming Embankments, or for making Bricks, or for other Purposes; but inasmuch as a Jury summoned as directed by this Act to assess a Compensation for the Damage and Injury done to such adjoining Lands by the Exercise of the Powers and Authorities by this Act mentioned cannot either upon View or from Evidence form a just Opinion of the permanent Injury which will or may be sustained by the Owners, Lessees, or Occupiers of such adjoining Lands or Grounds, by the Exercise of the Powers and Authorities aforesaid, until the Works shall have been completed, it is expedient that the said Company, their Deputies, Contractors, Servants, and Workmen, should be empowered to enter upon such adjoining Lands and Grounds, for the Purposes aforesaid, without incurring or being liable to the Penalties imposed by this Act for entering or remaining on the said Lands without having previously made such Payment, Tender, or Investment of Money as herein-before mentioned; be it therefore enacted, That notwithstanding any thing in this Act contained it shall be lawful for the said Company, their Deputies, Contractors, Servants, and Workmen, and they are hereby empowered, to enter upon the Lands of any Person or Persons, Body or Bodies Politic, Corporate, or Collegiate whatsoever, adjoining or lying near to the said Railway and other Works by this Act authorized to be made and maintained, or any of them, or any Part thereof respectively, for the Purpose of laying, depositing, or manufacturing upon such Lands, or on any Part or Parts thereof respectively, any Soil, Gravel, Clay, Sand, Stone, or other Materials which shall have been excavated, dug, or got in making the said Railway, Tunnel, deep Cuttings, or other Works, or any of them, or which may be taken or dug out of or from any Lands adjoining to the Place where the said Works or any of them shall be then carried on, and to dig, cut, get, take, remove, and carry away out of and from such adjoining Lands, or any Part or Parts thereof, any Soil, Gravel, Clay, Sand, Stone, or other Materials which can or may be got or found therein, and which may be requisite or convenient for making the said Railway and other Works or any of them, and to manufacture the same, without incurring or being liable to the Penalties imposed by this Act for entering or remaining on such Lands without having previously made such Payment, Tender, or Investment as herein-before mentioned,

Compensation to be made for temporary Damage.



tioned, they the said Company, their Deputies, Contractors, Servants, and Workmen, doing as little Damage as may be in the Exercise of the several Powers hereby granted to them, and making such Compensation for such temporary Occupation of the said Lands for the Purposes aforesaid as shall be agreed upon between the respective Parties interested therein and the said Company; and in case the said Company and such respective Parties shall not agree as to the Amount of such Compensation, then the same shall be ascertained and fixed by any Two Justices of the Peace for the County or Riding in which such Lands shall lie, who, upon Application made to them by the said Company, or by any Person on their Behalf, shall examine into the said Matter, and shall determine and settle the Amount of the Compensation which shall be payable by the said Company; and in case of Nonpayment of the same for the Space of Ten Days after the same shall have become due, the same shall and may be recovered by the Party or Parties to whom the same shall be due and payable by Distress and Sale of any Goods and Chattels of the said Company, or of their Treasurer for the Time being, in the same Manner as in this Act is directed with respect to the Recovery of Compensation or Satisfaction for Damage or Injury done by the said Company: Provided always, that the said Company shall and they are hereby required, within One Calendar Month after the Expiration of the Period by this Act granted for executing the said Railway and other Works, to make such Compensation and Satisfaction for the permanent Damage or Injury, if any, which may have been done to the said Lands or Grounds by the Exercise of any the Powers and Authorities aforesaid, as may be agreed upon between the said Company and the respective Parties interested in such Lands; or in case the said Company and such Parties shall not agree about the same, then as shall be awarded by a Jury in the Manner by this Act prescribed with respect to any Lands, Tenements, or Hereditaments to be taken or used for the Purpose of making and maintaining the said Railway and other Works hereby authorized.

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

LXXII. And be it further enacted, That all Tenants at Will, Lessees for a Year, Tenants from Year to Year, and other Persons in Possession of any Lands, Tenements, or Hereditaments which shall be intended to be taken or used for the Purposes of this Act, and who shall have no greater Interest in the Premises than as Tenants at Will, Lessees for a Year, or as Tenants from Year to Year, shall respectively deliver up the Possession of such Premises to the said Company, or to such Persons as they shall appoint to take Possession of the same, at the Expiration of Six Calendar Months next after Notice to that Effect shall have been given by the said Company to such respective Tenants or Lessees or Persons in Possession, or left upon the said Premises, (whether such Notice be given with reference to the Time of Commencement of such Tenants holding or not, and whether such Notice be given before or after the said Premises shall be purchased by the said Company,) or at such other Time after the Expiration of Six Calendar Months from the giving or leaving of such Notice as they shall be respectively required; and in case any such Tenant or Lessee or Person so in Possession as aforesaid shall refuse to deliver up such Possession as aforesaid, it shall



shall be lawful for the said Company to issue their Precept to the Sheriff of the County in which the Premises shall be situate, to deliver Possession thereof to such Person or Persons as shall in such Precept be nominated to receive the same; and the said Sheriff is hereby required to deliver Possession of the said Premises accordingly, and to levy such Costs as shall accrue by or on account of the issuing and Execution of such Precept on the Person or Persons so refusing to give Possession, by Distress and Sale of his, her, or their Goods and Chattels.

LXXIII. Provided also, and be it further enacted, That where any such Tenant or Lessee shall be required to deliver up the Possession of any Premises so occupied by him or her before the Expiration of his or her Term or Interest therein, the said Company shall and they are hereby required to make or tender to such Tenant or Lessee Satisfaction or Compensation for the Value of his or her unexpired Term or Interest in the said Premises; which Satisfaction or Compensation, in case of Difference, shall be ascertained and determined in the same Manner as any other Satisfaction or Compensation for any Lands, Tenements, or Hereditaments to be taken or used under the Authority of this Act is by this Act directed to be made or determined.

Interest of Tenants may be settled by a Jury.

LXXIV. Provided always, and be it further enacted, That in all Cases in which any Party shall claim any Satisfaction or Compensation for or in respect of any unexpired Term or Interest which he or she shall claim to be possessed of or entitled unto in any Lands, Tenements, or Hereditaments to be taken or used under the Authority of this Act, under or by virtue of any Demise, Lease, or Grant thereof, the said Company are hereby authorized to require such Party to produce or show the Lease, Demise, or Grant in respect of which such Claim to Satisfaction or Compensation shall be made; and if such Lease, Demise, or Grant shall not be produced or shown in obedience and pursuant to the Requisition of the said Company, the Party claiming such Compensation or Satisfaction shall be considered as holding only from Year to Year.

Persons holding under Leases to produce the same.

LXXV. And be it further enacted, That all Persons having any Mortgage or Mortgages on any Lands, Tenements, or Hereditaments to be taken or used for the Purposes of this Act, (not being in Possession thereof by virtue of such Mortgage or Mortgages,) shall, on Tender of the Principal Money and Interest due thereon, and the just Costs, if any, then due, together with the Amount of Six Calendar Months Interest on the said Principal Money, by the said Company, immediately convey and transfer such mortgaged Tenements and Hereditaments to the said Company, or to such Person or Persons as they shall appoint; or in case such Mortgagees shall have Notice in Writing from the said Company that they will pay off the Principal Money and Interest which shall be due on the said Mortgage or Mortgages at the End of Six Calendar Months (to be computed from the Day of giving such Notice), then at the End of such Six Calendar Months, on Payment of the Principal Money and Interest so due, together with any just Costs then due, such Mort-

Mortgagees to convey to the Company.

[*Local.*]

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gagees



gagees shall convey, assign, and transfer their respective Interests in the mortgaged Premises to the said Company, or as they shall direct; and in case any such Mortgagee shall refuse to convey, assign, or transfer as aforesaid on such Tender or Payment as aforesaid, then all Interest on every such Mortgage Debt shall from thenceforth cease and determine: Provided always, that in case the Sum due for Principal and Interest on any such Mortgage shall amount to more than the real Value of the Premises to be taken or used for the Purposes of this Act, or otherwise of the Estate or Interest therein mortgaged, (and which shall be ascertained in manner herein-before directed,) then the said Company shall not be liable to pay to any such Mortgagee more than the real Value of such Premises or Estate or Interest so mortgaged to him or her or them, or the Residue thereof after such Allowance and Payment made thereout to any Lessee or Tenant as herein-before directed occupying or holding the Estate or Interest so in mortgage: Provided also, that in case any such Mortgagee shall neglect or refuse to convey, assign, or transfer as aforesaid, then upon Payment of the Principal Money and Interest, and the Costs, if any, due on any such Mortgage as aforesaid, into the Bank of *England*, at the End of Six Calendar Months from the Day of giving such Notice as aforesaid, or in lieu of such Notice, and in addition to the said other Monies, Six Calendar Months Interest in advance, for the Use of such Mortgagee, the Cashier of the said Bank shall give a Receipt for the said Money in like Manner as is by this Act directed in Cases of other Payments into the said Bank, and thereupon all the Estate, Title, Right, Use, Trust, Property, Claim, and Demand of such Mortgagee, and of all Persons in Trust for him or her, shall vest in the said Company, and the said Company shall be deemed to be in the actual Possession of the Premises and Estate comprised in such Mortgage to all Intents and Purposes whatsoever: Provided also, that if any such Mortgages shall comprise any other Lands, Tenements, or Hereditaments than those which shall be so taken or used by the said Company, or in case the real Value of the Lands, Tenements, or Hereditaments, or other Estate and Interest comprised in such Mortgage, (to be ascertained in manner by this Act directed,) after such Allowance to such Tenant or Lessee as aforesaid, shall be less than the Amount of the Principal Money and Interest due on such Mortgage, and all Costs in respect thereof, such Mortgagee shall, upon Payment or Tender of the same, ascertained in manner by this Act directed to be the Value of the said Lands, Tenements, or Hereditaments, or of the Residue thereof, after making such Allowance thereout to any Tenant or Lessee thereof as aforesaid, forthwith convey, assign, and transfer his or her Interest in such Lands, Tenements, and Hereditaments to the said Company; and in default of such Conveyance, Assignment, or Transfer, and on Payment of such Money into the Bank of *England*, for the Use of such Mortgagee, the Cashier of the said Bank shall give such Receipt as herein-before mentioned, and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of such Mortgagee, and of all Persons in Trust for him or her in the said Lands, Tenements, or Hereditaments, the Value whereof, or of the Estate or Interest therein mortgaged, or the Residue thereof, after such Allowance



Allowance as aforesaid, shall have been so ascertained and paid into the Bank of *England* as aforesaid, shall vest in the said Company, and the said Company shall be deemed to be in the actual Possession of the said Lands, Tenements, and Hereditaments, Estates and Interests, to all Intents and Purposes whatsoever; and such Sums of Money shall, in case the Premises to be taken by the said Company be Part only of the Premises comprised in such Mortgage, be deducted from the Amount of the Money due to such Mortgagee by virtue of such Mortgage.

LXXVI. Provided also, and be it further enacted, That in all Cases in which a Part only of any Lands, Tenements, or Hereditaments comprised in or subject to any Mortgage shall be required for the Purposes of this Act, and the Mortgagee or Mortgagees thereof shall not consider the remaining Part of such Lands, Tenements, or Hereditaments to be a sufficient Security for the Money charged thereon, or shall not be willing to release the Part required for the Purposes of this Act from the Principal or Mortgage Money, and all Interest due or to become due thereon, and all Costs, the Value of such Part of the Lands, Tenements, or Hereditaments as shall be so required for the Purposes aforesaid, (or, as the Case may be, of the Estate or Interest therein mortgaged,) and also the Compensation (if any) for any Damage done in respect of the Part so required, shall be settled and agreed upon by and between such Mortgagee and the Person or Persons entitled to the Equity of Redemption of such Lands, Tenements, or Hereditaments, of the one Part, and the said Company of the other Part; and in case of any Difference between them, then such Value and Compensation shall be determined by the Verdict of a Jury in the same Manner as in other Cases of Difference; and the Amount of such Value and Compensation, being so agreed upon or determined as aforesaid, shall, after making such Allowance thereout to any Tenant or Lessee as aforesaid, be paid to such Mortgagee or Mortgagees in satisfaction of his or her Claim, so far as the same will extend; or in case of his or her neglecting or refusing to convey, assign, or transfer as herein-before directed, then into the Bank of *England* as by this Act is provided; and such Payment to the Mortgagee, or into the Bank as last aforesaid, shall be and be accepted in satisfaction of the Claim of such Mortgagee, so far as the same will extend, and also in full Discharge and Exoneration of such Part of the mortgaged Premises as shall be so taken or used from all Principal and Interest and other Money due or secured thereon: Provided nevertheless, that all such Mortgagees shall have the same Powers and Remedies for recovering or compelling Payment of their Mortgage Money, or the Residue thereof, (as the Case may be,) or the Interest thereof respectively, upon and out of the Residue of the mortgaged Lands, Tenements, or Hereditaments not required for the Purposes of this Act, as they would have had or been entitled to for recovering or compelling Payment thereof upon or out of the whole of the Lands, Tenements, or Hereditaments originally comprised in such Mortgage, in case this Act had not been passed, any thing herein-before contained to the contrary thereof notwithstanding.

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

LXXVII. And



Application  
of Compensation Money  
when  
amounting  
to 200*l.*

1 G. 4. c. 35.

LXXVII. And be it further enacted, That if any Money shall be agreed or awarded to be paid for the Purchase of any Lands, Tenements, or Hereditaments to be taken or used by virtue of the Powers or under the Authority of this Act, or for any Compensation or Satisfaction under this Act in respect of any Lands, Tenements, or Hereditaments, which any Body Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Tenant for Life or in Tail, or Feoffee in Trust, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Infant, Idiot, Lunatic, Feme Covert, or other Cestuique Trust, or any Person whose Lands, Tenements, or Hereditaments are limited in strict or other Settlement, or any Person under any other Disability or Incapacity, shall be entitled unto, interested in, or hereby capacitated to convey, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be paid to his Account there *ex parte* “The *Sheffield and Manchester Railway Company*,” pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His late Majesty King *George the Fourth*, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at Westminster, on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the General Orders of the said Court, and without Fee or Reward; and shall, when so paid in, there remain until the same shall, by Order of the said Court made in a summary Way upon Petition to be presented to the said Court by the Party or Parties who would have been entitled to the Rents and Profits of the said Lands, Tenements, or Hereditaments, be applied either in the Purchase or Redemption of the Land Tax, or in or towards the Discharge of any Debt or other Incumbrance, affecting the same Lands, Tenements, or Hereditaments, or affecting other Lands, Tenements, or Hereditaments standing settled therewith to the same or the like Uses, Trusts, Intents, or Purposes, as the said Court of Exchequer shall authorize to be purchased or paid, or such Part thereof as shall be necessary; or until the same shall, upon the like Application, be laid out, by Order of the said Court, in a summary Way, in the Purchase of other Lands, Tenements, or Hereditaments, which shall be conveyed, limited, and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands, Tenements, or Hereditaments which shall be so purchased, taken, or used as aforesaid, or in respect of which such Compensation or Satisfaction shall be paid, stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined or capable of taking effect; and in the meantime, and until such Purchase can be made, the said Money may, by Order of the said Court, upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities, or in any other Government or in Real Securities; and in the meantime, and until such Annuities or Securities shall be ordered by the said Court to be sold for the Purposes aforesaid, or shall be called in or cancelled, the

Dividends



Dividends or Interest and annual Produce thereof shall from Time to Time, by Order of the said Court, be paid to the Party or Parties who would for the Time being have been entitled to the Rents and Profits of such Lands, Tenements, or Hereditaments so to be purchased and settled, in case the same had been so purchased and settled.

LXXVIII. And be it further enacted, That if any Money agreed or awarded to be paid for any Lands, Tenements, or Hereditaments to be taken or used for the Purposes of this Act, or for Compensation or Satisfaction as aforesaid in respect of any Lands, Tenements, or Hereditaments, belonging to any Corporation, or to any Person or Persons, Party or Parties, under Disability or Incapacity as aforesaid, shall be less than the Sum of Two hundred Pounds, and shall amount to or exceed the Sum of Twenty Pounds, then the same shall, at the Option of the respective Parties for the Time being entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so taken or used, or of their respective Husbands, Guardians, or Committees, in case of Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity, with the Approbation of the said Company signified in Writing under their Common Seal, be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General of the Court of Exchequer, and be placed to his Account as aforesaid, to be applied in manner herein-before directed; or otherwise the same may be paid, at the like Option and with the like Approbation, to Two Trustees to be nominated by the respective Parties exercising such Option, such Nomination to be approved of by the said Company, and such Nomination and Approbation to be signified in Writing under the Hands and Seals or Common Seals of the nominating and approving Parties; and the Money so paid to such Trustees, Dividends and Produce so arising thereon and therefrom, shall be by such Trustees applied in like Manner as is herein-before directed with respect to the Money so to be paid into the Bank of *England* in the Name of the Accountant General of the Court of Exchequer, but without being required to obtain any Order of the said Court touching the Application thereof.

Application  
of Compens-  
ation Money  
when less  
than 200%.  
and not less  
than 20%.

LXXIX. And be it further enacted, That where any Money so agreed or awarded to be paid as last herein-before mentioned shall be less than the Sum of Twenty Pounds, then the same shall be paid to the respective Parties who would for the Time being have been entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so purchased, taken, or used for the Purposes of this Act, or in respect of which such Compensation or Satisfaction shall be paid, for their own Use and Benefit; or in case of Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity, then such Money shall be paid to their respective Husbands, Guardians, Committees, or Trustees, to and for the Use and Benefit of the Parties respectively entitled thereto.

When less  
than 20%.

LXXX. And be it further enacted, That in case any Party to whom any Sum of Money shall be agreed or awarded to be paid for the Purchase of any Lands, Tenements, or Hereditaments to be

In case of not  
making out  
Titles, &c.

[*Local.*]

12 P

taken



taken or used under or by virtue of the Authority of this Act, or for Compensation or Satisfaction as aforesaid, shall refuse to accept the same, or shall refuse, neglect, or be unable to make a Title to the Premises to the Satisfaction of the said Company for the Purposes of this Act, or shall be absent from *England*, or shall not be found, or if any Party entitled unto or by this Act capacitated to convey any such Lands, Tenements, or Hereditaments, be not known or discovered, or be not shown to the Satisfaction of the said Company, or be absent from *England*, then and in every such Case it shall be lawful for the said Company to order the Money so awarded as aforesaid to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands, Tenements, or Hereditaments, (describing them, so far as the said Company can do so,) subject to the Controul and Disposition of the said Court; which said Court, on the Application of any Party making claim to such Money or to any Part thereof, by Petition, is hereby empowered, in a summary Way of Proceeding, or otherwise, as to such Court shall seem meet, to order the same to be laid out and invested in the Public Funds, and to order Distribution thereof, or Payment of the Dividends thereof, according to the respective Estates, Titles, or Interests of the Parties making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem proper; and the Cashier of the Bank of *England* who shall receive such Money is hereby required to give a Receipt for such Money, mentioning and specifying therein for what and for whose Use (described as aforesaid) the same is received, to the said Company, or to the Party or Parties paying any Money into the Bank of *England* under or pursuant to this Act.

Persons in Possession presumptively entitled.

LXXXI. Provided always, and be it further enacted, That where any Question shall arise touching the Title of any Party or Parties to any Money to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, in pursuance of this Act, for the Purchase of any Lands, Tenements, or Hereditaments, or of any Estate, Right, Title, or Interest in any Lands, Tenements, or Hereditaments, to be taken or used in pursuance of this Act for the Purposes aforesaid, or for Compensation or Satisfaction as aforesaid, or to any Annuities, or Securities to be purchased with any such Money as aforesaid, or to the Dividends or Interest of any such Annuities or Securities, the Parties respectively who shall have been in Possession or Receipt of the Rents or Profits of such Lands, Tenements, or Hereditaments at the Time of such Purchase, and all Bodies Corporate and Persons claiming under such Parties, or under or consistently with the Possession of such Parties, shall be deemed to have been lawfully entitled to such Lands, Tenements, or Hereditaments, according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court; and the Dividends or Interest of the Annuities or Securities to be purchased with such Money, and also the Capital of such Annuities or Securities, shall be paid, applied, and disposed of accordingly, unless it shall be made to appear to the Satisfaction



of the said Court that such Possession was a wrongful Possession, and that some and what other Party or Parties was or were lawfully entitled to such or to some and what Part of such Lands, Tenements, or Hereditaments, or to some and what Estate or Interest therein.

LXXXII. Provided also, and be it further enacted, That where, by reason of any Disability or Incapacity of any Party entitled to any Lands, Tenements, or Hereditaments to be taken or used, or in respect of which any Compensation or Satisfaction shall be payable, under the Authority of this Act, the Purchase Money for the same, or the Money paid for such Compensation or Satisfaction, shall be required to be paid into the Bank of *England*, or to be applied in the Purchase of other Lands, Tenements, or Hereditaments, to be settled to the like Uses, in pursuance of this Act, it shall be lawful for the said Court to order the Expences of all such Purchases, or so much of such Expences as the said Court shall deem reasonable, together with the necessary Costs and Charges of obtaining such Orders, to be paid by the said Company out of the Monies to be received by virtue of this Act, and the said Company shall from Time to Time pay such Sums of Money for such Purposes as the said Court shall direct.

Court may order reasonable Expences of Purchases to be paid by the Company.

LXXXIII. And whereas by means of the Purchases which the said Company are empowered and are required to make by virtue of this Act, they may happen to be seised of more Lands, Tenements, or Hereditaments than will be necessary for effecting the Purposes of this Act, or of Lands, Tenements, or Hereditaments not applicable to the Purposes hereof; be it therefore enacted, That it shall be lawful for the said Company to sell, and by any Deed under their Common Seal to convey, any such Lands, Tenements, or Hereditaments, or any Estate or Interest purchased by the said Company in such Lands, Tenements, or Hereditaments, or any Part thereof, either together or in Parcels, by public Auction or by private Contract, and for such Price as they shall deem most convenient and think fit; and all such Conveyances from the said Company shall be valid and effectual, any thing in this Act contained, or any other Law, Statute, or Custom, to the contrary notwithstanding: Provided always, that the said Company, before they shall dispose of any such Lands, Tenements, or Hereditaments, shall first offer to sell the same to the Person or to the Persons whose Lands or Premises shall immediately adjoin the Lands, Tenements, or Hereditaments so proposed to be sold, and who shall be in *England*, and be conveniently found, and be capable of entering into a Contract for the Purchase thereof; and such respective Persons, in case they shall be desirous of purchasing the same, shall signify such their Desire and Intention in that Behalf to the said Company, in Writing, within Fourteen Days after such Offer of Sale shall have been made; and in case such Persons or any of them shall decline or neglect to avail themselves of such Offer, or shall neglect so to signify their desire and Intention to purchase such Lands, Tenements, and Hereditaments, for the Space of Fourteen Days after such Offer shall have been made, the Right of Pre-emption of every such Person so declining or neglecting,

Enabling Company to sell Land not wanted.

in



in respect of such Lands, Tenements, and Hereditaments included in such Offer, shall be gone; and an Affidavit made and sworn to before a Master or Master Extraordinary in the High Court of Chancery, or before One of His Majesty's Justices of the Peace for any of the said Counties of *Lancaster*, *Chester*, or *Derby*, or the West Riding of the County of *York*, as the Case may require, by some Person not interested in the same Lands, Tenements, or Hereditaments, stating that the Person or Persons entitled to such Right of Pre-emption was not in *England*, or was not to be found, or was not capable of entering into a Contract for the Purchase of such Lands, Tenements, or Hereditaments, or that such Offer was made by or on behalf of the said Company, and that such Offer was refused or was not accepted or agreed to (as the Case may be) by the Person or Persons to whom the same was made within the Space of Fourteen Days from the Time of making the same, shall in all Courts and on all Occasions whatever be conclusive Evidence and Proof that such Offer was made and was refused or was not accepted (as the Case may be) within the Time aforesaid by the Person or Persons to whom such Offer was made; and in case such Person or Persons shall be desirous of purchasing the same, and he, she, or they and the said Company shall not agree with respect to the Price thereof, then the Price thereof shall be ascertained by a Jury in the Manner by this Act directed with respect to the disputed Value of Lands, Tenements, and Hereditaments to be taken or used by the said Company; and the Expence of hearing and determining such Difference shall be borne and paid in like Manner as in this Act is directed with respect to the disputed Value of Premises to be taken or used by the said Company as aforesaid (*mutatis mutandis*); and the Money produced by the Sale which may be made by the said Company of any such Lands, Tenements, and Hereditaments as aforesaid shall be applied to the Purposes of this Act.

Treasurer,  
upon Pay-  
ment of  
Monies, to  
give Receipts.

LXXXIV. And be it further enacted, That upon Payment of the Money which shall arise by the Sale of any such Lands, Tenements, and Hereditaments, or of any Interest belonging to the said Company therein, or of any Lands, Tenements, or Hereditaments authorized by this Act to be sold by the said Company, or upon Payment of any Money under this Act, it shall be lawful for the Treasurer of the said Company for the Time being to sign and give Receipts for the Money so paid, which Receipts shall be sufficient Discharges to all Persons for the Purchase Money for such Lands, Tenements, Hereditaments, or Interests as shall be sold, or for so much thereof and for such Sums of Money as in such Receipts respectively shall be expressed to be received; and such Persons shall not afterwards be answerable or accountable for any Loss, Misapplication, or Non-application of such Purchase Money or other Monies, or any Part thereof.

Empowering  
Company to  
purchase  
Twenty Acres  
of Land.

LXXXV. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to contract with any Person, or with any Body Politic, Corporate, or Collegiate, Corporation Aggregate or Sole, who shall be willing to sell the same, for the Purchase of any Lands, Tenements, or Hereditaments, (not exceeding



exceeding in the whole Twenty Statute Acres,) in addition to the Lands, Tenements, and Hereditaments herein-before authorized to be taken and used, in such Place or Places as the said Company shall deem eligible, for the Purpose of making and providing Yards, Staiths, Wharfs, Weighing Machines, Warehouses, and other Buildings and Conveniences for receiving, depositing, loading, weighing, or keeping any Cattle, or any Goods, or other Articles, Matters, or Things, conveyed or intended to be conveyed upon the said Railway, or for making convenient Roads or Ways thereto, or for any other Purposes whatsoever connected with the Undertaking by this Act authorized, which the said Company shall judge requisite; and it shall be lawful for all Bodies Politic, Corporate, and Collegiate, Corporations Aggregate and Sole, and all other Persons whomsoever, including especially such or the like Corporations and Persons as are herein-before capacitated to sell and convey other Lands, Tenements, and Hereditaments for the Purposes of this Act, to sell or grant and convey to the said Company and their Successors any Lands, Tenements, or Hereditaments whatsoever for the Purposes herein-before mentioned, or any of them, in the same Manner as is herein-before directed concerning the Lands, Tenements, and Hereditaments to be taken or used for the Purposes of making the said Railway and other Works by this Act authorized.

LXXXVI. And be it further enacted, That it shall be lawful for the said Company from Time to Time to sell and dispose of such additional Lands, Tenements, and Hereditaments as they are by this Act empowered to purchase and shall have actually purchased for the Purposes of Stations, Yards, Staiths, Wharfs, Weighing Machines, Warehouses, and other Buildings or Conveniences as aforesaid, or such Parts of such Lands, Tenements, and Hereditaments as the said Company shall think proper, and either together or in Parcels, by public Auction or by private Contract, and for such Price as they shall think fit, and again from Time to Time to contract for the Purchase of any other Lands, Tenements, and Hereditaments which the said Company shall deem more eligible for the Purposes aforesaid, and afterwards to sell and dispose of the same as aforesaid, and so from Time to Time as the said Company shall deem proper, so that the total Number or Quantity of Acres to be purchased and held by the said Company for any of such Purposes shall not exceed at any One Time the Number or Quantity of Acres for those Purposes expressly specified or allowed in or by this Act.

Company may sell Lands not required for Yards, Warehouses, &c. and afterwards purchase other Lands, and sell again within prescribed Limits.

LXXXVII. And whereas the said Company are enabled to purchase Twenty Statute Acres of Land by virtue of this Act for the Purposes of providing Stations, Yards, Staiths, Wharfs, Weighing Machines, Warehouses, and other Buildings and Conveniences, in addition to the Lands, Tenements, and Hereditaments authorized to be taken or used for making the said Railway and other Works, and all Corporations and all Persons whomsoever are empowered to sell such Number or Quantity of Acres to the said Company: And whereas it is expedient to restrain the said Company from selling any such Lands so purchased from Corporations or from Persons being under legal Disability or Incapacity, and again purchasing other Lands from the

Restraining the Company from purchasing more than Twenty Acres of Land from incapacitated Persons.

[*Local.*]

12 Q

same



same or from any other Corporations or Persons being under legal Disability or Incapacity in lieu or stead of the Lands so sold; be it therefore enacted, That it shall not be lawful for the said Company to purchase from any Body Politic, Corporate, or Collegiate, Corporation Aggregate or Sole, Trustee or Feoffee in Trust for charitable or any other Purposes, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Infant, Lunatic, Idiot, Feme Covert, or Cestuique Trust, or from any Tenant for Life or in Tail, or Person to whom or for whose Benefit Lands are limited in strict Settlement, or other Person being under legal Disability or Incapacity, more than such Twenty Statute Acres; and in case the said Company shall afterwards sell the Whole or any Part of such Twenty Statute Acres so purchased, it shall not be lawful for the said Company to purchase of or from the same or of or from any other Body Politic, Corporate, or Collegiate, Corporation Aggregate or Sole, Trustee or Feoffee in Trust for charitable or any other Purposes, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for any Infant, Lunatic, Idiot, Feme Covert, or Cestuique Trust, or from any Tenant for Life or in Tail, or Person to whom or for whose Benefit Lands are limited in strict Settlement, or other Person being under legal Disability or Incapacity, nor for the same nor for any other Body Politic, Corporate, or Collegiate, Corporation Aggregate or Sole, Trustee or Feoffee in Trust for charitable or any other Purpose, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for any Infant, Lunatic, Idiot, Feme Covert, or Cestuique Trust, or for any Tenant for Life or in Tail, or Persons to whom or for whose Benefit Lands are limited in strict Settlement, or other Person being under legal Disability or Incapacity, to sell to the said Company, any other Lands in lieu or instead of those Twenty Statute Acres or any Part thereof so sold or disposed of by the said Company.

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

LXXXVIII. And be it further enacted, That in all Conveyances to be made by the said Company under or in pursuance of this Act, the Word "grant" shall operate as and be construed and adjudged in all Courts of Judicature to be express Covenants to or with the respective Grantees therein, and the Successors, Heirs, Executors, Administrators, or Assigns of such Grantees, according to the Quality or Nature of such Grantees, and the Estate or Interest therein expressed to be thereby conveyed by or from the said Company, for themselves and their Successors, that they the said Company, notwithstanding any Act or Default done by them, were at the Time of the Execution of such Conveyances seised or possessed of the Lands, Tenements, and other Premises thereby granted for an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances done or occasioned by them, or otherwise for such Estate or Interest as therein expressed to be thereby granted, free from Incumbrances done or occasioned by them, that the Purchaser or Purchasers thereof, his, her, or their Heirs and Assigns, Successors and Assigns, or Executors, Administrators, and Assigns (as the Case may be), shall quietly enjoy the same against the said Company, their Successors and Assigns, and all claiming under them, and be indemnified and saved harmless by the said Company and their Successors from all Incumbrances



Incumbrances committed by the said Company, and also for further Assurance of such Lands, Tenements, Hereditaments, and Premises by the said Company, their Successors and Assigns, and all claiming under them, unless, except, and so far as the same shall be restrained and limited by express particular Words contained in such Conveyances; and all such Grantees, and their several Successors, Heirs, Executors, Administrators, and Assigns respectively, according to their respective Quality or Nature, and the Estate or Interest expressed to be thereby conveyed, shall and may, in all Actions to be brought, assign Breach or Breaches thereupon, as they might do in case such Covenants were expressly inserted in such Conveyances.

LXXXIX. And whereas the probable Expence of making the Railway and other Works hereby authorized will amount to the Sum of Five hundred and thirty thousand Pounds, and the Sum of Four hundred and twenty-four thousand three hundred Pounds, being more than Four Fifth Parts thereof, has already been subscribed for by several Persons under a Contract binding themselves, their Heirs, Executors, Administrators, and Assigns, for the Payment of the several Sums by them respectively subscribed for; be it therefore enacted, That the whole of the said Sum of Five hundred and thirty thousand Pounds shall be subscribed for in like Manner before any of the Powers granted by this Act shall be put in force.

Whole Expence to be subscribed before Work is commenced.

XC. Provided always, and be it further enacted, That a Certificate under the Hand and Seal of any Justice of the Peace for any of the Counties of *Lancaster*, *Chester*, or *Derby*, or the West Riding of the County of *York*, that the whole of the said Sum of Five hundred and thirty thousand Pounds hath been subscribed as aforesaid, (and which Certificate such Justice is hereby authorized and required to grant upon Application made to him by the said Company, and on Production of the Subscription Deed of or relating to the said Company, and due Proof of the Execution thereof,) shall, for all Purposes whatsoever, be conclusive Evidence that the whole of the said Sum of Five hundred and thirty thousand Pounds hath been so subscribed.

A Certificate under the Hand of a Justice of Peace, to be good Proof that the whole of the Money has been subscribed.

XCI. And whereas it is expedient to secure the Public, and the Proprietors and the Owners of Lands through which the said Railway is intended to pass, that the same shall be completed to the Extent of the whole Line between *Manchester* and *Sheffield*; be it therefore further enacted, That out of the subscribed Capital of the said Company the Sum of One hundred thousand Pounds shall be applied and laid out in and towards making the first Twenty Miles of the said Railway, or some Part thereof, from its Commencement in the said Township of *Sheffield*; and that a further Sum of One hundred thousand Pounds shall be applied and laid out in and towards making the first Twenty Miles of the said Railway, or some Part thereof, from its Commencement in the said Township of *Manchester*; and the said Company shall and they are hereby required to expend and lay out the said Two Sums of One hundred thousand Pounds and One hundred thousand Pounds in the Manner aforesaid within Three Years, to be computed from the passing of this Act: Provided

Certain Proportion of Capital to be expended at each End of the Railway within a certain Period.



Provided always, that if the said Company shall not within the said Period of Three Years have laid out and expended the said Sum of One hundred thousand Pounds in and towards making the first Twenty Miles of the said Railway as aforesaid, from its Commencement in the said Township of *Sheffield*, then that it shall not be lawful for the said Company from and after the Expiration of the said Three Years to take, demand, or receive any Rates or Tolls by this Act allowed until the said last-mentioned Sum of One hundred thousand Pounds shall have been laid out and expended in manner aforesaid: Provided also, that an Affidavit of the Fact made and sworn by the Engineer or Treasurer of the said Company for the Time being, before any One or more of His Majesty's Justices of the Peace for the West Riding of the County of *York*, shall and may be received as conclusive Evidence that the said last-mentioned Sum of One hundred thousand Pounds has been duly laid out and expended by the said Company in pursuance of the Provisions of this Act; and the said Affidavit, or a Duplicate thereof, shall be filed with the Clerk of the Peace for the West Riding of the County of *York*, and be deposited among the Records of the Sessions of the said West Riding.

Affidavit of having expended such Proportion of Capital to be filed with the Clerk of the Peace.

XCII. And be it further enacted, That at the Expiration of the said Period or Term of Three Years, to be computed as aforesaid, an Affidavit made and sworn by the Engineer or Treasurer of the said Company for the Time being, before any One or more of His Majesty's Justices of the Peace for the said West Riding of the County of *York*, shall (unless such Affidavit as aforesaid, that the whole of the said last-mentioned Sum of One hundred thousand Pounds has been laid out and expended in manner aforesaid, has been previously filed pursuant to the Provisions of this Act,) be filed with the Clerk of the Peace for the said West Riding, setting out the Amount of the Money at that Time laid out and expended in and towards making the first Twenty Miles of the said Railway from its Commencement in the said Township of *Sheffield*.

Proprietors to raise Money amongst themselves for the Undertaking, not exceeding 530,000*l.* to be divided into Shares of 100*l.* each.

XCIII. And be it further enacted, That it shall be lawful for the said Company to raise among themselves any Sum or Sums of Money for making and maintaining the said Railway and other Works and Conveniences by this Act authorized, not exceeding in the whole the Sum of Five hundred and thirty thousand Pounds, the whole to be divided into Five thousand three hundred Shares of One hundred Pounds each, and such Five thousand three hundred Shares shall be numbered, beginning with Number One, in, arithmetical Progression, and every such Share shall be distinguished by the Number to be applied to the same; and the said Shares shall be and are hereby vested in the several Parties so raising the same, and their several and respective Successors, Executors, Administrators, and Assigns, to their proper Use and Benefit, proportionably to the Sum they shall severally contribute; and all Bodies Politic, Corporate, and Collegiate, and all Persons, and their several and respective Successors, Executors, Administrators, and Assigns, who shall severally subscribe for One or more Share or Shares, or such Sum or Sums as shall be demanded in lieu thereof, towards the said Undertaking and other the Purposes of



of the said Subscription, shall be entitled to and shall receive, at such Time or Times as the said Company shall, at any General or Special General Meeting to be convened for that Purpose in such Manner as Meetings on other Occasions are by this Act directed to be convened, or as the Directors of the said Company to be appointed as herein-after mentioned shall (after an Order for that Purpose shall have been made by the said Company) direct and appoint, in proportionable Parts, according to the respective Sums so by them respectively paid, the Net Profits and Advantages which shall arise or accrue from or by the Rates, Tolls, and other Sums of Money to be received by the said Company by the Authority of this Act, as and when the same shall be divided; and all Bodies Politic, Corporate, and Collegiate, and Persons, having such Property in the said Undertaking as aforesaid, shall bear and pay a proportionable Sum towards carrying on the same.

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

Shares to be  
Personal  
Estate.

XCV. And be it further enacted, That the several Parties who have subscribed or who shall hereafter subscribe for or towards the said Undertaking shall and they are hereby required to pay the respective Sums of Money by them respectively subscribed for, or such Parts or Proportions thereof as shall from Time to Time be called for by the Directors of the said Company by virtue of and pursuant to the Powers and Directions of this Act, at such Times and Places as shall be directed by the said Directors; and in case any Party shall refuse or neglect to pay the Money by them, him, or her so subscribed for, or the Part thereof so called for, at the Time and in the Manner required for that Purpose, it shall be lawful for the said Company or for the said Directors to sue for and recover the same, with full Costs of Suit, in any Court of Law or Equity, together with Interest on such unpaid Sum or Sums of Money, at the Rate of Five Pounds *per Centum per Annum*, from the Time when the same shall be directed to be paid as aforesaid.

To compel  
Payment of  
Subscrip-  
tions.

XCVI. And be it further enacted, That all Bodies Corporate and Persons who shall have duly subscribed for or become the Proprietors of or entitled to any Share or Shares in the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, shall have One Vote in respect of each such Share not exceeding Ten, and One additional Vote in respect of every entire Quantity of Five Shares which such Bodies Corporate or Persons shall have subscribed for or shall have become the Proprietors of or entitled to in the said Undertaking over and above the Number of Ten Shares, and no more; and such Vote or Votes may be given by such respective Bodies Corporate or Persons, or by their respective Proxies constituted under the Common Seals of such Bodies Corporate, or under the Hands of the other Proprietors, appointing such Proxies, all such Proxies being Proprietors of Shares in the said

Directing  
how Sub-  
scribers shall  
vote.

[*Local.*]

12 R

Undertaking;

any person  
or person  
and by any  
person or  
person



Undertaking; and every such Vote by Proxy shall be as good and sufficient, to all Intents and Purposes, as if the Principal had voted in Person; and every Question, Matter, or Thing which shall be proposed in any General or Special General Meeting of the said Company, except as herein-after provided for, shall be determined by a Majority of Votes and Proxies then present; and at every such Meeting the Chairman thereof shall and may not only vote as a Principal and Proxy, but in case of an Equality of Votes shall and may also have a second or the decisive or casting Vote; and the Appointment of every such Proxy may be made according to the Form following, or as near thereto as the Quality, Nature, and Number of the Appointor or Appointors of the Proxy thereby constituted, and other Circumstances, will admit:

Form of  
Proxy.

' A. B. of one of the Proprietors of the *Sheffield*  
' and *Manchester* Railway Company, doth hereby appoint C. D.  
' of to be the Proxy of the said A. B. in his Name  
' or otherwise, and in his Absence, to vote or give his Assent to or  
' Dissent from any Business, Matter, or Thing relating to the said  
' Undertaking which shall be proposed at any General or Special  
' General Meeting of the said Company, in such Manner as he the  
' said C. D. shall think proper. In witness whereof the said A. B.  
' hath hereunto set his [or her] Hand [or Common Seal] the  
' Day of

The Proprie-  
tor whose  
Name stands  
first of several  
joint Pro-  
prietors to be  
deemed the  
Owner, and  
to vote.

XCVII. And be it further enacted, That whenever several Persons shall be jointly possessed of or entitled to any Share or Shares in the said Undertaking, the Person whose Name shall stand first in the Books of the said Company as Proprietor of such Share or Shares shall for the Purposes of this Act be deemed the Proprietor of such Share or Shares; and all Notices by this Act required to be given to Proprietors of Shares in the said Undertaking shall or may, for or in respect of such Share or Shares so jointly held, be given to the Person whose Name shall so stand first in the Books of the said Company, or be left at the last or usual Place of Abode of such Person, or be inserted in the *London Gazette*, as herein mentioned (as the Case may require); and such Notice to such Person shall be deemed sufficient Notice to all the Proprietors of such Shares so jointly held for all the Purposes for which such Notice is intended to be given; and all such Proprietors shall be entitled to give their Votes in respect of such Share or Shares so jointly held by the Person whose Name shall so stand first in the Books of the said Company as Proprietor of such Share or Shares, and whose Vote shall, either in Person or by Proxy, on all Occasions be deemed and allowed to be the Vote for or in respect of the whole Property in such Share or Shares, without Proof of the Concurrence of the other Proprietor or Proprietors of such Share or Shares.

Lunatics and  
Minors to  
vote by Com-  
mittees and  
Guardians.

XCVIII. And be it further enacted, That in case any Proprietor entitled to vote at any such Meeting as aforesaid shall be a Lunatic or a Minor, such Lunatic shall or may vote at such Meeting by his or her Committee, or by any of such Committee, and such Minor shall or may vote by his or her Guardian, or by any of such Guar-  
dians;



dians; provided that every such Committee or Guardian may also vote in right of his or her own Share or Shares, as well as in the Character of Committee of any Lunatic, or of Guardian of any Minor, on the same Occasion.

XCIX. And be it further enacted, That the said Company shall and they are hereby required, at some General Meeting, to cause the Names of the several Bodies Corporate, and the Names and Additions of the several Persons, who shall then be entitled to any Share or Shares in the said Undertaking, with the Number of Shares which they are respectively entitled to hold, and the Amount of the Subscriptions paid thereon, and also the proper Number by which every such Share shall be distinguished, to be fairly and distinctly entered in a Book to be kept by the Clerk of the said Company, and after such Entry made to cause their Common Seal to be affixed thereto, and also from Time to Time to cause the Names and proper Additions of the several Bodies Corporate and Persons who shall from Time to Time become entitled to any Share or Shares in the said Undertaking to be entered in such Book; and the said Company shall also from Time to Time cause a Certificate or Ticket, with the Common Seal of the said Company affixed thereto, to be delivered to every such Proprietor, on Demand, specifying the Share or Shares to which he or she is entitled in the said Undertaking, such Proprietor paying to the Clerk of the said Company the Sum of Two Shillings and Sixpence, and no more, for each such Certificate or Ticket; and such Certificate or Ticket shall be admitted in all Courts whatsoever as *prima facie* Evidence of the Title of such respective Subscribers, their Successors, Executors, Administrators, or Assigns, to the Share or Shares therein specified; but the Want of such Certificate or Ticket shall not hinder or prevent the Proprietor of any of the said Shares from selling or disposing thereof; and such said Certificate or Ticket may be in the Words or to the Effect following; (that is to say,)

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

‘ The *Sheffield and Manchester* Railway Company.

Form of Certificate.

‘ Number  
‘ THESE are to certify, That *A. B.* of is a Proprietor of the Share [or Shares] Number [or Numbers] in the *Sheffield and Manchester* Railway Company, subject to the Rules, Regulations, and Orders of the said Company, and that the said his Executors, Administrators, [or Successors,] and Assigns, is and are entitled to the Profits and Advantages of such Share. Given under the Common Seal of the said Company the Day of in the Year of our Lord

C. And be it further enacted, That if any such Certificate or Ticket as aforesaid shall be worn out or damaged, then upon the same being produced at some Meeting of the Directors of the said Company, such Certificate or Ticket may be cancelled and destroyed, and another similar Certificate or Ticket be given to the Party in whom the Property of such Certificate or Ticket, and the Share or Shares therein mentioned, shall be at that Time legally vested; or in case

For granting new Certificates when old ones are worn out.



case such Certificate or Ticket shall be burnt or totally destroyed or lost, then, upon due Proof thereof, a similar Certificate or Ticket shall be given to the Party who was the Proprietor of or entitled to the Certificate or Ticket so burnt, destroyed, or lost; and a due Entry of the Substitute or Duplicate of such Certificate or Ticket shall be made by the Clerk of the said Company in manner herein directed, the said Clerk receiving for every such Certificate or Ticket which shall be so substituted or given the Sum of Two Shillings and Sixpence, and no more.

Proprietors  
may raise an  
additional  
Sum, if ne-  
cessary, by  
Mortgage.

CI. And be it further enacted, That in case the Money hereby authorized to be raised by Subscription as herein-before mentioned shall be found insufficient for the Purposes of this Act, it shall be lawful for the said Company, by an Order of any General or Special General Meeting of the said Company, from Time to Time to borrow and take up at Interest any further or additional Sum of Money, not exceeding the Sum of One hundred and seventy-six thousand Pounds, on the Credit of the said Undertaking, as to them shall seem proper; and the said Company, or the Directors of the said Company after an Order shall have been made for that Purpose by any General or Special General Meeting of the said Company, are hereby empowered to mortgage, assign, and charge the Property of the said Undertaking, and the Rates, Tolls, and other Sums arising or to arise by virtue of this Act, or any Part thereof, (the Costs and Charges of assigning the same to be paid out of such Rates, Tolls, or Sums,) as a Security for any such further Sum of Money to be borrowed as aforesaid, with Interest, to or for the Benefit of the Party, or to his or her Trustee, who shall advance the same; and a Copy of the Order of any General or Special General Meeting of the said Company, authorizing the borrowing of any such Sum or Sums of Money, certified by the Clerk of the said Company to be a true Copy, shall be sufficient Evidence of the making of such Order, and also of the Money authorized to be raised by Subscription as aforesaid being insufficient for the Purposes of this Act; and all such Mortgages, Assignments, and Charges shall be made under the Common Seal of the said Company in the Words or to the Effect following, or with such Variation therein as the Circumstances of the Loan may render necessary; (that is to say,)

Form of  
Mortgage.

Number

BY virtue of an Act passed in the First and Second Year of the  
Reign of His Majesty King *William* the Fourth, intituled [*here*  
*set forth the Title of this Act*], we, the *Sheffield and Manchester*  
Railway Company, incorporated by and under the said Act, in con-  
sideration of the Sum of \_\_\_\_\_ to us in Hand  
paid by *A. B.* of \_\_\_\_\_ do assign unto the said  
*A. B.*, his Executors, Administrators, and Assigns, the said Under-  
taking, and all and singular the Rates, Tolls, and Sums of Money  
arising by virtue of the said Act, and all the Estate, Right, Title,  
and Interest of the said Company of, in, and to the same, to hold  
unto the said *A. B.*, his Executors, Administrators, and Assigns,  
until the said Sum of \_\_\_\_\_ together with  
Interest for the same after the Rate of \_\_\_\_\_ for  
every One hundred Pounds for a Year, shall be fully paid and  
satisfied.



Day of

**Memorial of  
Mortgage to  
be entered  
by the Clerk.**

## Mortgages may be trans- ferred.

### Form of Transfer of Mortgage.

**Memorial of  
Transfer to  
be entered by  
the Clerk.**



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

CII. And be it further enacted, That the Interest of the Money which shall be raised by Mortgage, Assignment, or Charge as aforesaid, shall be paid half-yearly to the several Parties entitled thereto, and in preference to any Dividends payable by virtue of this Act to the Proprietors of the said Company or any of them; and in case such Interest or any Part thereof shall be unpaid for the Space of Twenty-one Days next after the same shall have become due and payable as aforesaid, and the same shall not be paid within Twenty-one Days next after Demand thereof in Writing shall have been made to the said Company or left at the Office of the said Company, it shall be lawful for any Two or more Justices of the Peace acting in and for any of the said Counties of *Lancaster*, *Chester*, or *Derby*, or the West Riding of the County of *York*, respectively, acting within their Jurisdictions respectively, not being interested in the Matter in question, and they are hereby required, on Request to them made by or on behalf of any Mortgagee whose Interest shall be so in arrear, by an Order under their Hands to appoint some Person to receive the Whole or such Parts of the said Rates, Tolls, or Sums as are liable to pay such Interest so due and unpaid as aforesaid; and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Person or Persons to whom such Interest shall be then due, until the same, together with the Costs and Charges of recovering and receiving the said Rates, Tolls, or Sums, shall be fully paid and satisfied; and after such Interest and Costs shall have been paid and satisfied, the Power or Authority of such Receiver for the Purposes aforesaid shall cease and determine; or otherwise the said Interest so due and unpaid as aforesaid may be sued for and recovered, with Costs, by Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

Creditors not  
to vote.

CIII. Provided always, and be it further enacted, That no Person to whom any such Mortgage or Assignment shall be made or transferred as aforesaid shall be deemed a Proprietor of any Share, or shall be capable of acting or voting as such at any Meeting of the said Company, by reason or on account of his or her having advanced any Money on such Mortgage or Assignment.

If Mortgages  
are paid off,  
Company  
may raise the  
Amount  
again.

CIV. And be it further enacted, That in case the said Company shall raise the Whole or any Part of the said additional Sum of One hundred and seventy-six thousand Pounds by Mortgage, Assignment, or Charge as aforesaid, and shall afterwards be required or shall be desirous to pay off, or shall have paid off, all or any Part of the Principal Sum so raised or borrowed upon Mortgage, Assignment, or Charge as aforesaid, then and in every such Case it shall be lawful for the said Company immediately, or at any Time or Times thereafter, again to raise, in lieu of the Principal Money so paid off or to be paid off by them, such Sum or Sums of Money as they shall from Time to Time have paid off, or be required or be desirous to pay off, to the Holders of such Mortgages or Assignments, or any of them, or any Part thereof, and so from Time to Time as often as the same shall happen, but so nevertheless that the said Company shall not in any Event borrow upon Mortgage or Assignment in such Manner



or to such Extent as that more than the Sum of One hundred and seventy-six thousand Pounds in the whole shall be owing at any One Time on Mortgage or Assignment of or as a Charge upon the said Undertaking.

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

Application  
of Money to  
be raised.

CVI. And be it further enacted, That the said Company shall meet together at the *York Hotel* in *Manchester* in the said County of *Lancaster*, or at some other convenient Place in *Manchester* aforesaid, within Two Calendar Months next after the passing of this Act, between the Hours of Eleven o'Clock in the Forenoon and Three o'Clock in the Afternoon, and shall then and there proceed in the Execution of this Act; and from and after such First General Meeting of the said Company, there shall be a General Annual Meeting of the said Company on the First *Wednesday* in the Month of *June* in each and every Year, or within the Space of Ten Days thereafter, and also such and so many Special General Meetings of the said Company as shall be convened in manner herein-after provided; of which said General Meetings and Special General Meetings Ten Days public Notice at the least shall be given by Advertisement in some One or more Newspaper or Newspapers usually circulated within the Towns of *Liverpool*, *Manchester*, *Stockport*, and *Sheffield* respectively; every such Notice of a Special General Meeting shall specify the Purpose for which such Special General Meeting is called; and such First General Meeting of the said Company, and all other General Meetings and Special General Meetings of the said Company, may be adjourned from Time to Time and from Place to Place, as shall be found expedient: Provided always, that it shall be lawful for every such Annual General Meeting, or any Adjournment thereof, provided that the Proprietors of at least Two Thirds of the aggregate Number of Shares held by the Persons then present shall concur therein, to appoint the then next General Annual Meeting to be held at any other Place than *Manchester*.

First and  
other General  
Meetings of  
Company.

CVII. And be it further enacted, That the said Company shall at some General Meeting elect a Treasurer or Treasurers, and One or more Person or Persons as Clerk or Clerks, for transacting the Business of the said Company; and it shall be lawful for the said Company, at any subsequent General Meeting or Special General Meeting, from Time to Time to remove and displace any such Treasurer or Clerk, or any Persons who shall be thereafter elected to their respective Offices, and to elect in manner aforesaid any other Person to act as Treasurer, or other Person or Persons to act as Clerk or Clerks of the said Company, in the Room of such of the said Officers

General  
Meeting to  
appoint  
Treasurer  
and Clerk.

Officers



Officers as shall die or resign or be removed from their respective Offices; and it shall be lawful for the said Company to allow such Salaries or other Emoluments to the said Officers, or either of them, as they shall from Time to Time think proper and appoint: Provided always, that the said Company shall and they are hereby required to take sufficient Security from every Person who shall be appointed Treasurer of the said Company, and from every Receiver, Collector, and other Officer appointed by them or by the said Directors, having the Custody or Controul of any Monies received by virtue of this Act, for the faithful Execution of his Office, before he shall enter thereupon.

Clerk not to  
be Treasurer,  
and vice  
versâ.

CVIII. Provided also, and be it further enacted, That it shall not be lawful for the said Company to appoint any Person who may be appointed their Clerk in the Execution of this Act, or the Partner of such Clerk, or the Clerk or other Person in the Service or Employment of such Clerk, or of his Partner, to be the Treasurer for the Purposes of this Act, or to appoint any Person who may be appointed Treasurer, or the Partner of such Treasurer, or the Clerk or other Person in the Service or Employ of such Treasurer or of his Partner, to be the Clerk to the said Company for the Purposes of this Act; and if any Person shall accept both the Offices of Clerk and Treasurer for the Purpose of this Act, or if any Person being the Partner of such Clerk, or the Clerk or other Person in the Service or Employ of such Clerk or of his Partner, shall accept the Office of Treasurer, or shall act as Deputy of the Treasurer, or in any Manner officiate for the Treasurer, or being the Treasurer, or the Partner of such Treasurer, or the Clerk or other Person in the Service or Employ of such Treasurer or of his Partner, shall accept the Office of Clerk in the Execution of this Act, or shall act as Deputy of such Clerk, or in any Manner officiate for such Clerk, or if any Treasurer shall hold any Place of Profit or Trust under the said Company other than that of Treasurer, every Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person who shall sue for the same, to be recovered with full Costs of Suit in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Suit, or Information, wherein no Essoign, Protection, or Wager of Law, nor more than One Imparlance, shall be allowed.

General  
Meetings  
may make  
Bye Laws.

CIX.. And be it further enacted, That the said Company shall have full Power and Authority from Time to Time to make such Bye Laws, Rules, and Orders as to the said Company shall seem right and proper for the good Government of the Officers and Servants of the said Company, and for regulating the Proceedings and reimbursing the Expences of the said Directors, and for the Management of the said Undertaking in all respects whatsoever, and from Time to Time to alter or repeal such Bye Laws, Rules, and Orders, or any of them, and to make others, and to impose and inflict such reasonable Fines and Forfeitures upon all Persons offending against the same, as to the said Company shall seem meet, not exceeding the Sum of Five Pounds for any Offence, such Fines and Forfeitures to be levied and recovered as other Penalties and Forfeitures may by this Act be levied and recovered;



recovered ; which said Bye Laws, Rules, and Orders, being reduced into Writing under the Common Seal of the said Company, and printed and published and painted on Boards, shall be hung up and fixed and continued on the Front or other conspicuous Part of the several Toll Houses to be erected on the said Railway and other Buildings or Places at which any Rates, Tolls, or other Sums shall be received under the Authority of this Act, and shall from Time to Time be renewed as often as the same or any Part thereof shall be obliterated or destroyed ; and such Bye Laws, Rules, and Orders shall be binding upon and be observed by all Parties, and shall be sufficient in all Courts of Law or Equity to justify all Persons who shall act under the same ; provided that such Bye Laws, Rules, or Orders be not repugnant to the Laws of that Part of the United Kingdom of *Great Britain and Ireland* called *England*, or to any of the Provisions in this Act contained ; and all such Bye Laws, Rules, and Orders shall be subject to Appeal in manner herein-after mentioned.

CX. And be it further enacted, That it shall be competent to any General Annual Meeting to call for and examine the Accounts of the said Company, and of the Directors, and of the Treasurers, Receivers, or Collectors of the Rates, Tolls, or other Sums, and other Officers of the said Company.

General Meeting to settle Accounts.

CXI. And be it further enacted, That at such First General Meeting to be held as herein-before is mentioned, or at some Meeting to be held by Adjournment from such General Meeting, Fifteen Persons who shall be Proprietors and respectively possessed in their own Right of Five Shares at the least in the said Undertaking (Five of whom at least shall be chosen out of the Shareholders resident in or carrying on Business at or within Five Miles of the Town of *Sheffield* aforesaid) shall be elected Directors to manage the Affairs of the said Company by the Proprietors present at such Meeting, either personally or by Proxy ; and out of the Fifteen Directors so selected as aforesaid, Five shall be competent to act ; and the several Persons so to be elected, being neither removed nor disqualified nor resigning, shall continue in Office and be respectively Directors until the Annual General Meeting of the said Company, which shall be held in the Month of *June* One thousand eight hundred and thirty-two, and until others shall be elected in their Stead in pursuance of this Act : Provided always, that if it shall be found at any such General Meeting that there are not at that Time so many as Five of the Proprietors of Shares who shall be resident in or carrying on Business at or within Five Miles of *Sheffield*, and qualified according to the Provisions of this Act to fill the Office of Director, it shall be lawful for such General Meeting to elect a less Number than Five to be Directors out of the Shareholders resident in or carrying on Business at or within Five Miles of *Sheffield* as aforesaid, and to supply the Vacancy thus occasioned by Directors elected out of the other Proprietors of Shares in the said Undertaking ; and the said Company at any General Meeting shall have Power to fix what Remuneration (if any) shall from Time to Time be allowed to the Directors of the said Company.

The First General Meeting to choose Directors.

Allowance to Directors.



General  
Meetings for  
choosing  
Directors,  
&c. to consist  
of Persons  
possessed of  
200 Shares.

CXII. Provided always, and be it further enacted, That if at any such General Meeting there shall not be Twenty Persons present who shall be entitled to at least Two hundred Votes in the Aggregate, within One Hour from the Time appointed for such Meeting, no Choice of Directors shall be made, nor shall any Business be done, but in such Case there shall be another Meeting of the said Company, at the same Place, at the Expiration of Seven Days then next; and if at such adjourned Meeting there shall not be Ten Persons present who shall be entitled to at least One hundred Votes in the Aggregate, within One Hour from the Time appointed for such adjourned Meeting, such adjourned Meeting shall stand adjourned to the Seventh Day next following; and if at such further adjourned Meeting there shall not be Ten Persons present entitled to at least One hundred Votes as last aforesaid, within the Time last aforesaid, such last-mentioned Meeting shall stand further adjourned to the Seventh Day next following, and so from Time to Time as often as the Case shall happen, until at some Adjournment of such General Meeting there shall be a sufficient Number of Proprietors present as last aforesaid, when the Meeting shall proceed to Business; and the Directors for the Time being shall continue to act and have the same Powers as they had and were possessed of, until new Directors shall be appointed as aforesaid.

Notice of  
adjourned  
Meetings to  
be published.

CXIII. Provided always, and be it further enacted, That Notice of every adjourned Meeting shall be given by Advertisement in some Newspaper or Newspapers usually circulated in *Liverpool*, *Manchester*, *Stockport*, and *Sheffield* respectively.

Service of  
Directors.

CXIV. And be it further enacted, That at the General Meeting to be held in the Month of *June* which will be in the Year of our Lord One thousand eight hundred and thirty-two, Five of the Directors who shall be so elected as aforesaid (to be determined by Lot among themselves, Two of whom shall be out of the Five Directors elected out of the Shareholders resident in or carrying on Business at *Sheffield* or within Five Miles thereof as aforesaid,) shall go out of Office, and cease to be Directors of the said Company, and Five Persons shall be elected by the said Company to be Directors in their Place and Stead, Two of whom shall be elected out of the Shareholders resident in or carrying on Business at *Sheffield* or within Five Miles thereof as aforesaid; and at the General Meeting to be held in the Month of *June* which will be in the Year of our Lord One thousand eight hundred and thirty-three, Five others of the Directors who shall have been so primarily elected as aforesaid (to be determined by Lot among themselves, Two of whom shall be out of the Five Directors elected out of the Shareholders resident in or carrying on Business at *Sheffield* or within Five Miles thereof as aforesaid,) shall go out of Office, and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *June* which will be in the Year of our Lord One thousand eight hundred and thirty-four, the remaining Five of the Directors who shall have been so primarily elected as aforesaid shall go out of Office, and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to



be held in the Month of *June* in every subsequent Year, Five of the Directors who shall have been longest in Office shall go out of Office, and cease to be Directors of the said Company, and their Places be supplied in like Manner.

CXV. Provided always, and be it further enacted, That every Director who shall by Ballot or Rotation go out of Office as aforesaid may be immediately, or at any future Time, re-elected by the said Company a Director of the said Company. Directors going out of Office re-eligible.

CXVI. Provided always, and be it further enacted, That no Person holding any Office, Place, or Employment, or being concerned or interested in any Contract under the said Company, shall be capable of being chosen, or being so chosen of continuing, a Director of the said Company, nor shall any Director be capable of accepting any Office, Place, or Employment, or of taking or being concerned or interested in any Contract under the said Company during the Time he shall be a Director of the said Company. No Person holding Office to be a Director.

CXVII. And be it further enacted, That when and so often as any Director elected by virtue of this Act shall die, or shall resign, or shall become disqualified or incompetent to act as a Director, or shall cease to be a Director by any other Cause than that of going out of Office by Ballot or Rotation as aforesaid, it shall be lawful for the remaining Directors to elect some other Proprietor duly qualified to be a Director; and every such Proprietor so elected to fill up any such Vacancy shall continue in Office so long only as the Person in whose Place or Stead he may be elected would have been entitled to continue had he lived and remained in Office. For supplying Vacancies in Direction.

CXVIII. And be it further enacted, That the Directors present at the First Meeting of the Directors which shall be held next after the First Appointment of the said Directors, and at which Five at least of such Directors shall be present, and so at the First Meeting of the Directors which shall be held next after the General Meeting in the Month of *June* in each and every Year, and at which Five at least of such Directors shall be present, or at the First Meeting held next after the Election of the said Five Directors in the Place of the like Number of Directors hereby required to go out of Office by Ballot or Rotation as aforesaid, and at which Five at least of such Directors for the Time being shall be present, or the Majority of the Directors present at such Meeting of Directors, shall choose out of the Directors of the said Company a Chairman and Deputy Chairman of the said Directors: Provided always, that when and so often as the Chairman or Deputy Chairman to be chosen by virtue of this Act shall die or resign, or become disqualified, or otherwise cease to be a Director, it shall be lawful for the Directors in like Manner, at the Meeting to be held next after such Vacancy, to choose some other of the said Directors to be Chairman or Deputy Chairman; and every such Chairman or Deputy Chairman so to be chosen as last aforesaid to fill such Vacancy shall continue in his Office so long only as the Person in whose Place or Stead he may be Chairman and Deputy Chairman of Directors to be appointed.



be so elected would have been entitled under the Provisions of this Act to continue if such Death, Resignation, Disqualification, or Cesser had not happened.

Directors, or  
Chairman or  
Deputy  
Chairman of  
Directors,  
contracting  
for Works,  
&c. after  
Election, dis-  
qualified.

CXIX. Provided always, and be it further enacted, That if any Person who shall be elected Director of the said Company, or Chairman or Deputy Chairman of the said Directors, shall at any Time subsequently to his Election accept or continue to hold any other Office or any Place of Trust or Profit under the said Company, or shall either directly or indirectly be concerned in any Contract for any Article to be used or consumed by the said Company, or shall offer to take and succeed in taking, or shall participate in any Manner, in any Work to be done for the said Company, or shall at any Time cease to be a Proprietor of Five Shares in the said Undertaking, every such Person shall thereby become disqualified from voting or acting at any succeeding Meeting of such Directors, and his Office shall thereupon become vacant.

At Meetings  
of the Com-  
pany, Chair-  
man or  
Deputy  
Chairman of  
Directors to  
preside.

CXX. And be it further enacted, That at all General and Special General Meetings of the said Company, the Chairman of the said Directors, or in his Absence the Deputy Chairman of the said Directors, or in his Absence any of the Directors of the said Company to be chosen at any such Meeting, or in the Absence of all the Directors any Proprietor to be chosen at such Meeting, shall preside as Chairman.

Powers and  
Duties of  
Directors.

CXXI. And be it further enacted, That the Directors for the Time being of the said Company shall have the Custody of the Common Seal of the said Company, with Power to use the same on the Behalf of the said Company, and shall have full Authority to meet and adjourn from Time to Time and from Place to Place, and also at any Time to call Special General Meetings of the said Company for any Purpose they may think proper, and also (subject to the Provisions of this Act) to appoint the Times and Places of holding General or Special General Meetings; and all Questions, Matters, and Things which shall be discussed or considered at any Meeting of the said Directors shall be determined by the Majority of Votes then present, and there shall be Five Directors at the least present to constitute a Meeting; and no Director, although possessed of many Shares in the said Undertaking, shall have more than One Vote at any such Meeting, except the Chairman of such Meeting, who in case of an equal Division shall always have a second or casting Vote as such Chairman; and such Directors shall have full Power and Authority to do all Acts whatever which the said Company are by this Act authorized to do, except as herein-after mentioned, for the Management and Direction of the Affairs of the said Company, and for that Purpose to purchase Lands, Tenements, and Hereditaments, and Engines and Materials, for the Use of the said Undertaking, and to sell Lands, Tenements, and Hereditaments hereby authorized to be sold, and to direct and employ the Works and Workmen, and to appoint and displace the Officers and Servants of the said Company (except the Treasurer and Clerk) herein-before directed to be appointed by a General Meeting of the



the said Company, with such Salaries, Gratuities, or Recompences as to the said Directors shall seem proper, and upon the Death, Resignation, or Removal of any of the said Officers or Servants from Time to Time to appoint others in their respective Places; and also to make Contracts and Bargains touching the said Undertaking, and to regulate the Traffic on the said Railway, and the Amount of the Tolls, Dues, and Sums of Money to be taken and received under the Authority of this Act, and to do and transact all other Matters and Things which shall be requisite to be done and transacted for the Direction and Management of the Affairs of the said Company; and the said Directors may require and take such Security to the said Company from any Officer or other Person for the faithful Execution of his Duty, as they may think proper; and the said Directors shall keep a regular Minute and Entry of their Proceedings at every Meeting of the said Directors, and from Time to Time make report thereof to the said Annual General Meetings, and, if required, to the Special General Meetings of the said Company, and shall obey the Orders and Directions of such General and Special General Meetings; and the said Directors shall keep full and accurate Accounts of all Monies disbursed and Payments made by the said Directors, and by all Persons employed by or under them, and of all Monies which they shall receive on behalf of or in respect of such Undertaking from any Collector of the Rates, Tolls, or Sums by this Act authorized, or other Officer, or from any other Person employed in or having any Concern, Dealing, or Transaction with the said Undertaking, or from any other Person on any account for the Use of the said Company, and shall regularly enter in some Book, to be from Time to Time provided at the Expence of the said Company for that Purpose, Notes, Minutes, or Copies (as the Case shall require) of every such Appointment, Contract, Bargain, Receipt, and Disbursement, and of other their Orders and Proceedings, which Book shall be deposited with and be kept locked up under the Care or Direction of the said Directors; provided nevertheless, that it shall not be lawful for the said Directors to fix or order what Remuneration shall be allowed to the Directors of the said Company.

CXXII. And be it further enacted, That any Ten or more Proprietors of the said Company holding in the Aggregate One hundred Shares or upwards in the said Undertaking, upon which all Calls actually previously made shall have been paid and satisfied, may at any Time, by Writing under their Hands left at the Office of the said Company, or given to at least Three Directors of the said Company, or left at their last or usual Places of Abode, require the Directors of the said Company to call a Special General Meeting of Proprietors of the said Company, so as such Requisition fully express the Object for which such Special General Meeting is required to be called; and in case of Neglect or Refusal of the said Directors to call such Meeting for the Space of Twenty-one Days next after such Notice in Writing given or left as aforesaid, the same may be called by such Ten or more Proprietors by giving Fourteen Days Notice thereof in some Newspaper or Newspapers usually circulated within the Towns of *Liverpool*, *Manchester*, *Stockport*, and *Sheffield* respectively, and the said Company are hereby authorized to meet in pursuance of such

Meetings of Proprietors may be specially convened.

[*Local.*]

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Notice,



Notice, and such of the Proprietors thereof as shall be present shall proceed to the Execution of the Powers by this Act given to the said Company with respect to the Matters so specified in such Notice, and all Acts of the major Part in Votes of the Proprietors of the said Company met together at any such Special General Meeting shall be as valid with respect to the Matters specified in such Notice as if the same had been done at a General Meeting held at the Time herein-before appointed for holding the same.

Business at  
Special and  
adjourned  
General  
Meetings.

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

Notice of  
Meeting, how  
to be given.

CXXIV. Provided always, and be it further enacted, That all Notices herein directed to be given of any General or Special General Meeting of the Proprietors of the said Company, or of any Adjournment thereof respectively, or to any of the said Proprietors, and not herein otherwise provided for, shall be signed by the Chairman or Deputy Chairman of the Directors of the said Company, or by the Proprietor who may be elected Chairman at any such Meeting, or by the Clerk of the said Company, and shall be given by Advertisement inserted in some Newspaper or Newspapers usually circulated in the Towns of *Liverpool, Manchester, Stockport, and Sheffield* respectively, and such Notices, when so published and given, shall be deemed and considered the same as if personally served.

Orders and  
Proceedings  
to be entered  
in a Book.

CXXV. And be it further enacted, That the Orders and Proceedings of every Meeting, as well General as Special, of the said Company and of the said Directors, shall be entered in some Book or Books to be provided and kept for that Purpose, and shall be signed by the Chairman of each respective Meeting; and such Orders and Proceedings when so entered and signed shall be deemed original Orders and Proceedings, and shall be allowed to be read in Evidence in all Courts, and before all Judges, Justices, and others, and that without Proof of such Meeting having been duly convened, or of the Persons making or entering such Orders or Proceedings being Proprietors or being Directors, as the Case may be.

Directors to  
cause Ac-  
counts to be  
kept.

CXXVI. And be it further enacted, That the said Directors shall cause a Book or Books to be kept by a Book-keeper, who shall be expressly appointed by the said Directors for that Purpose, and such Book-keeper shall enter or cause to be entered in the said Book or Books true and regular Accounts of all Sums of Money received and expended for or on account of the said Undertaking, and of the several Articles, Matters, and Things for which such Sums of Money shall have been disbursed and paid; and such Book and Books shall at all reasonable Times be open to the Inspection of any of the Proprietors of the said Company or of any Creditor for any Money to be borrowed under this Act, without Fee or Reward; and the said Proprietors or any Creditor as aforesaid shall and may take Copies of  
or



or Extracts from the said Book or Books, or of any Part thereof, without paying any thing for the same; and in case the said Book-keeper shall refuse to permit or shall not permit the said Proprietors or any such Creditor to inspect any such Book or Books, or to take such Copies or Extracts as aforesaid, such Book-keeper shall forfeit and pay any Sum not exceeding Twenty Pounds, to be levied and applied in the same Manner as other Penalties are by this Act directed to be levied and applied.

CXXVII. And be it further enacted, That every Officer and Person who shall be employed by virtue of this Act shall from Time to Time, when thereunto required by the said Company or by the said Directors, make out and deliver to the said Company or the said Directors, or to such Persons as they shall respectively for that Purpose appoint, a true and perfect Account in Writing under his or her Hand of all Monies which shall have been by him or her received by virtue of this Act, and stating how and to whom and for what Purpose the same shall have been disposed of, together with Vouchers and Receipts for such Payments, and every such Officer or Person shall pay all such Monies as upon the Balance of such Account shall appear to be owing from him or her to the Treasurer of the said Company, or to such Persons as the said Company or Directors shall appoint to receive the same; and if any such Officer or Person shall refuse or neglect to render such Account, or to produce and deliver up such Vouchers and Receipts relating to the same, or to pay the Balance thereof when required in manner aforesaid, or shall refuse or neglect to deliver up to the said Company or to the said Directors, or to such Person as they respectively shall appoint, within Three Days after being thereunto required by the said Company or by the said Directors, or by such other Person as last aforesaid, all Books, Papers, Vouchers, and Writings in his or her Custody or Power relating to the Execution of this Act, then and in every such Case, Complaint being made thereof by the said Company or by the said Directors, or by any other Person on their Behalf, to any Justice of the Peace for the County, Riding, or Place in which such Officer or Person shall be or reside, such Justice may and he is hereby required, by Warrant under his Hand and Seal, to cause such Officer or Person to be brought before him, and upon his or her appearing, or not being to be found, to hear and determine the Matter of such Complaint in a summary Way, and to settle the said Account, if produced, in such Manner as the said Company or the said Directors might have done; and if, upon the Confession of the Officer or Person against whom such Complaint shall be made, or by the Oath of any credible Witness, it shall appear to such Justice that any of the Monies which shall have been collected or received shall be in the Hands of or be owing by such Officer or Person, such Justice may and he is hereby empowered, upon Nonpayment thereof, by Warrant under his Hand and Seal, to cause such Money to be levied by Distress and Sale of the Goods and Chattels of such Officer or Person; and if no Goods or Chattels shall be found sufficient to answer and satisfy the said Monies, and the Charges of taking and making such Distress and of selling the same, or if such Officer or Person shall not appear before such Justice at the Time and Place appointed for that Purpose, or  
Officers to account.



appearing shall not make out and deliver to such Justice such Accounts in Writing as aforesaid, or produce and deliver to the said Justice the several Vouchers and Receipts relating to such Accounts, or deliver up such Books, Papers, and Writings aforesaid, then and in any of the Cases aforesaid the said Justice may and he is hereby required, by Warrant under his Hand and Seal, to commit such Officer or Person to some Common Gaol or House of Correction of or for the County, Riding, or Place in which such Officer or Person shall live or reside, there to remain without Bail or Mainprize until he shall have made and delivered such Accounts, and have delivered up the Vouchers and Receipts, if any, relating thereto, and have delivered up such Books, Papers, and Writings, if any, as aforesaid, and shall have paid all the Money which shall appear to be in the Hands of or owing from him or her, and the reasonable Charges of such Distress and Sale as shall in that Respect have been made, or until he or she shall have compounded with the said Company or with the said Directors for such Money and Charges, and have paid the Composition Money to the said Company or to the said Directors, and which Composition the said Company and the said Directors are hereby respectively empowered to make, or have given Satisfaction in respect of such Vouchers, Receipts, Books, Papers, and Writings, to the said Company or to the said Directors: Provided always, that no Person who shall be committed for Want of sufficient Distress only shall be detained in Prison for any longer Space of Time than Six Calendar Months.

Directors  
may appoint  
temporary  
Treasurer  
or Clerk.

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

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

CXXIX. And be it further enacted, That the Clerk of the said Company shall, in some proper Book to be provided by the said Company for that Purpose, enter and keep a true Account of the Locality or Places of Abode of the several Proprietors, whether Corporations or Individuals, of the said Undertaking, and of the several Bodies and Persons who shall from Time to Time become Proprietors thereof or be entitled to any Share therein; and every Proprietor of the said Undertaking, or in the Case of a Corporate Body by their Clerk or Agent being duly appointed, may at all convenient Times have recourse to and peruse the same *gratis*, and may demand and have Copies thereof or any Part thereof, paying at and after the Rate of Sixpence for every One hundred Words so to be copied; and if any such Clerk of the Company hereby incorporated shall refuse to permit



mit any such Proprietor or Agent as aforesaid to peruse such Book at all convenient Times, or refuse to make such Copy within a reasonable Period at the Rate aforesaid, he shall for every such Offence forfeit and pay the Sum of Five Pounds for the Benefit of the said Undertaking.

CXXX. And be it further enacted, That the said Directors shall have Power from Time to Time to make such Calls of Money from the Subscribers to and Proprietors of the said Undertaking, to defray the Expences of or to carry on the same, as they from Time to Time shall find necessary for those Purposes, so that no such Call shall exceed the Sum of Twenty Pounds upon each Share which any Person shall or may be possessed of or entitled to in the said Undertaking, and such Calls shall not be made but at the Distance of Three Calendar Months at the least from each other, and Twenty-one Days Notice at the least shall be given of all such Calls by Advertisement in some Newspaper or Newspapers usually circulated within the Towns of *Liverpool, Manchester, Stockport, and Sheffield* respectively; which Money so called for shall be paid to such Persons and in such Manner as the said Directors shall from Time to Time order and appoint; and every Owner or Proprietor of any Share in the said Undertaking shall pay his or her rateable Proportion of the Money to be called for as aforesaid to such Persons and at such Times and Places as the said Directors shall from Time to Time direct and appoint; and if any Owner or Proprietor of any such Share shall not so pay such his or her rateable Proportion, then and in such Case, and so often as the same shall happen, such Owner shall pay Interest for the same after the Rate of Five Pounds *per Centum per Annum* from the Day appointed for the Payment thereof up to the Time when the same shall be actually paid; and if any Owner or Proprietor of any such Share shall neglect or refuse so to pay such his or her rateable Proportion, together with the Interest, if any, accruing for the same, for the Space of Two Calendar Months after the Day appointed for the Payment thereof as aforesaid, then it shall be lawful for the said Company or for the said Directors to sue for and recover the same in any of His Majesty's Courts of Record by Action of Debt or on the Case, or by Bill, Suit, or Information, wherein no Essoign, Wager or Protection of Law, nor more than One Imparlance, shall be allowed; or the said Company or the said Directors may and they are hereby authorized to declare the Shares belonging to any Person so refusing or neglecting to pay any such Call, together with Interest in manner last aforesaid, to be forfeited, and to direct the same to be sold, subject to the Provisions of this Act: Provided nevertheless, that no Advantage shall be taken of any Forfeiture of Share in the said Undertaking until Notice in Writing, under the Hand of the Clerk or Treasurer to the said Company, of such Share having been declared by the Directors forfeited, shall have been given or sent by the Post to or left at the last known Place of Abode of the Proprietor of such Share, nor until the Declaration of Forfeiture thereof by the said Directors shall have been confirmed either at an Annual General Meeting of the said Company, or at a Special General Meeting of the said Company to be called for that Purpose, and to be respectively held after the Expiration of Three Calendar Months at the

Power of the Directors to make Calls.

If Calls are not paid, they may be sued for.

or the Shares sold.

[Local.]

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least



least from the Day on which such Notice of Forfeiture shall have been given or sent as aforesaid; and after such Forfeiture shall have been confirmed by such Annual or Special General Meeting, the said Company by an Annual or Special General Meeting shall have Power to direct the said Directors to dispose of the Shares so forfeited; and the said Directors may and they are hereby authorized in that Case to sell and dispose of such Shares at public Auction or by private Treaty, and together or in Lots, or in such other Manner and for such Price as they may think fit; and an Affidavit sworn to by some credible Person, not interested, before any Justice of the Peace, or Master or Master Extraordinary in the High Court of Chancery, stating that such Call had been made by the said Directors, and such Notice thereof as aforesaid given, and that such Default as aforesaid had been made in Payment thereof in respect of the Share or Shares so sold, and that the same Share or Shares had been declared to be forfeited, and such Declaration had been confirmed in manner aforesaid, shall be sufficient Evidence of the Facts therein stated; and the Purchaser or Purchasers of such Share or Shares shall not be bound to see to the Application of his, her, or their Purchase Money, nor shall his, her, or their Title to such Share or Shares be affected by any Irregularity in proceeding to such Sale.

If Purchase Money for such Shares be more than sufficient to pay the Arrears of Calls, &c. Surplus to be paid to the Owners.

CXXXI. Provided always, and be it further enacted, That in case the Money produced by the Sale of any such Share or Shares as shall be forfeited by reason of the Nonpayment of any Call or the Interest thereon as herein authorized shall be more than sufficient to pay all such Arrears of Calls as aforesaid and thereon as aforesaid, and the Expences attending the Sale thereof, the Surplus of such Purchase Money shall be paid, on Demand, to the Party to whom such forfeited Share shall have belonged: Provided also, that the said Company or the said Directors shall not, by virtue of this Act, sell or transfer more of the Shares of such Defaulter in Payment of Calls than shall be sufficient, or as near as may be, at the Time of such Sale, to pay the Arrears due from such Defaulter for or on account of such Call and the Interest on and Expences attending the same; and from and after the Payment of such Call and the Interest and Expences aforesaid, any Share or Shares vested in the said Company as aforesaid, which shall remain in their Hands unsold, shall revert to and again become the Property of the Party to whom such Share or Shares shall have belonged immediately before such Forfeiture as aforesaid, in such Manner as if such Call had been duly paid.

Proceedings in Actions for Calls.

CXXXII. And be it further enacted, That in any Action to be brought by the said Company or by the said Directors against any Proprietor of any Share or Shares in the said Undertaking, to recover any Money due and payable to the said Company or to the said Directors for or by reason of any Call made by virtue of this Act, it shall be sufficient for the said Company or the said Directors to declare and allege that the Defendant, being a Proprietor of a Share or so many Shares in the said Undertaking, is indebted to the said Company or to the said Directors in such Sums of Money, as the Calls in arrear shall amount to, for so many Calls of such Sums of Money upon such Share



or so many Shares belonging to the said Defendant, whereby an Action hath accrued to the said Company or to the said Directors by virtue of this Act, without setting forth the special Matter; and on the Trial of such Action it shall only be necessary to prove that the Defendant, at the Time of making such Calls, was a Proprietor of some Share or Shares in the said Undertaking, and that such Calls were in fact made, and that Notice thereof was given as is directed by this Act, without proving the Appointment of the Directors who made such Call or Calls, or any other Matter whatsoever; and the said Company or the said Directors, Plaintiffs therein, shall thereupon be entitled to recover what shall appear due (including Interest, computed as aforesaid) in respect of such Calls, unless it shall appear that any such Call exceeded Twenty Pounds for every Share of One hundred Pounds, or was made within the Space of Three Calendar Months from the last preceding Call, or without Notice given in any Newspaper as aforesaid; and in order to prove that such Defendant was a Proprietor of some Share or Shares in the said Undertaking as alleged, the Production of the Book in which the Clerk of the said Company is by this Act directed to enter and keep the Names and Additions of the several Proprietors of Shares in the said Undertaking, with the Number of Shares they are respectively entitled to hold, and of the Locality or Places of Abode of the several Proprietors of Shares in the said Undertaking, and of the several Persons and Bodies who shall from Time to Time become Proprietors thereof or be entitled to any Share therein, shall be *prima facie* Evidence that such Defendant is a Proprietor, and of the Number or Amount of his Shares therein.

CXXXIII. And whereas in Cases in which any Proprietor of any Share or Shares in the said Undertaking shall die, become insolvent or bankrupt, go out of the Kingdom, or shall transfer his or her Right and Interest therein to some other Person, and no Register shall have been made of the Transfer thereof with the Clerk of the said Company, it may not be in the Power of any Officer acting for the said Company to ascertain who is the Proprietor of such Share or Shares, in order to give him or her, or his or her Executors, Administrators, Successors, or Assigns, Notice of Calls to be made on such Share or Shares, or to maintain any Action, Suit, or other Proceeding against him or them, or his or her Executors, Administrators, Successors, or Assigns, for the Recovery of the same; be it therefore further enacted, That in all Cases where the Right of Property in any Share or Shares in the said Undertaking shall pass from the original Subscriber or any Proprietor thereof, to any other Person, or to any Body Corporate, by any other legal Means than by a Transfer or Conveyance thereof in the Form and Manner herein specified or herein otherwise provided, an Affidavit shall be made and sworn to by some credible Person before any of His Majesty's Justices of the Peace, or before any Master or Master Extraordinary in the High Court of Chancery, stating the Manner in which such Share hath passed or been transferred to such other Person or to such Body Corporate, and such Affidavit shall be delivered to and be left with the Clerk of the said Company, to the Intent that he may preserve the same, and enter and register the Name of every such other Proprietor, or the Description of every such  
Body

For ascertain-  
ing the Pro-  
prietorship of  
Shares in  
certain Cases.



Body Corporate, in the Register Book or List of Proprietors of the said Undertaking, and be kept in the Office of the said Company; and in all or any of the said Cases, after Twenty-one Days Notice in Writing shall have been given by the said Directors, under the Hand of the Clerk or Treasurer of the said Company, to the Person or Corporation stated or claiming in such Affidavit to be the Owner or Owners of such Share, or left at the last or usual Place of Abode of such Person, or of the Clerk of such Corporation (as the Case may require), to pay his, her, or their Proportion of Money to be called for, and such Person or Corporation shall not have paid such his, her, or their Proportion as aforesaid, it shall be lawful for the said Company, at any General Meeting or Special General Meeting after the Expiration of such Notice, to declare such Shares to be forfeited, and in such Case the same shall become forfeited, and shall and may be sold and disposed of in such Manner, on such Evidence of Title, *mutatis mutandis*, and with such Powers and such Indemnity to Purchasers as in other Cases of Sales of Shares forfeited for the Nonpayment of Calls; or such Shares shall otherwise become consolidated in the general Fund of the said Company; and in case there shall be no such Affidavit made as aforesaid, then such Notice as is hereinbefore directed to be given shall be served upon or left at the last Place of Abode of the Executors or Administrators of such Proprietor so dying, or of the Assignees or Trustees of such Proprietor so becoming bankrupt or insolvent, or, in the Event of the Share or Shares being disposed of as aforesaid, of the last Proprietor appearing in the Books of the said Company to have been possessed of the same; and in case the last or usual Place of Abode of such Proprietor cannot be ascertained upon Inquiry, such Notice shall be inserted once in the *London Gazette*; and in case any Proprietor shall go out of the Kingdom, such Notice shall be inserted in the *London Gazette* as aforesaid; and in all such Cases and after such Notices, on Default being made, the said Shares shall be forfeited, and shall and may be sold or become consolidated in the general Fund of the said Company in manner aforesaid, and the like Evidence of Title, *mutatis mutandis*, shall be sufficient on any Sale, and the like Indemnity to the Purchaser or Purchasers shall exist, as in other Cases of Sales for Nonpayment of Calls; provided that in Cases of Proprietors being Abroad, the Shares shall not be forfeited until the Expiration of Six Calendar Months after the Day on which Notice shall have been left at their last usual Place of Abode in *England*, and inserted in the *London Gazette* as aforesaid.

Proprietors  
in arrear not  
to vote.

CXXXIV. Provided also, and be it further enacted, That no Proprietor of any Share on which any Call made shall remain unpaid shall at any Meeting of the Proprietors of the said Company be allowed to vote, either personally or Proxy, until the Money payable in respect of such Share, pursuant to such Call, shall have been fully paid, although the Time limited for Payment thereof may not have expired.

Directors  
may appoint  
Committees,  
with Power

CXXXV. And be it further enacted, That it shall be lawful for the said Directors to nominate and appoint out of their own Body a Committee or Committees, who shall have full Power and Authority to make



make and enter into any Contracts or Agreements on behalf of the said Company, and to hire and employ any Agents, Workmen, and Servants in and about the said Undertaking, and to do, execute, and perform all other Matters and Things whatsoever in or about the said Undertaking which the said Directors themselves are hereinbefore authorized to do, or such of them as the said Directors shall think proper to entrust to the Care and Management of any such Committee or Committees (save and except nevertheless the making of Calls for Money upon the Proprietors of the said Undertaking); and it shall be lawful for the said Directors to order and direct such Recompence or Compensation to be from Time to Time paid and allowed to such Committee or Committees as the said Directors shall think reasonable; and it shall be lawful for the said Directors, by an Order or Resolution for that Purpose, to break up and dissolve any such Committee, and to remove or displace any of the Members thereof, and to appoint others in their Place and Stead, when and as often as the said Directors shall think expedient; and such Committees shall have full Power and Authority to meet from Time to Time and to adjourn from Place to Place as they shall think proper and as Occasion shall require for effecting the Purposes aforesaid; and all Powers and Authorities hereby vested in or which shall by the said Directors be confided to any such Committee, within the Intent and Meaning of this Act, shall and may be exercised by the Majority of the Members present at the respective Meetings of such Committee, the whole Number present not being less than Three; and at all Meetings of the said Committee one of the Members present shall be appointed Chairman, who, in case of an equal Division of Votes upon any Subject entertained by the said Committee, shall have a second or casting Vote.

to make  
Contracts.

CXXXVI. And be it further enacted, That it shall be lawful for the several Proprietors of Shares in the said Undertaking, and their respective Executors, Administrators, and Successors, to sell and dispose of any Shares to which they shall be entitled therein, subject to the Rules and Conditions herein provided; and the Form of Conveyance of Shares may be in the following Words or to the like Effect, varying the Names and Descriptions of the contracting Parties as the Case may require; (that is to say,)

Shares may  
be sold.

‘ I *A. B.* of \_\_\_\_\_ in consideration of \_\_\_\_\_  
 ‘ paid to me by *C. D.* of \_\_\_\_\_ do hereby assign and  
 ‘ transfer to the said *C. D.* \_\_\_\_\_ Share [*or Shares*] numbered \_\_\_\_\_  
 ‘ \_\_\_\_\_ of and in the Undertaking called the *Sheffield*  
 ‘ and *Manchester* Railway, to hold unto the said *C. D.*, his Executors,  
 ‘ Administrators, and Assigns [*or Successors and Assigns*], subject  
 ‘ to the same Conditions as I held the same immediately before the  
 ‘ Execution hereof; and I the said *C. D.* do hereby agree to receive  
 ‘ and take the said Share, subject to the same Conditions. As  
 ‘ witness our Hands and Seals the \_\_\_\_\_ Day of \_\_\_\_\_.

Form of Con-  
veyance of  
Shares.

And on every such Sale the said Deed or Conveyance, being executed by the Seller and Purchaser of such Share, shall be kept by the Clerk of the said Company, who shall enter in some Book to be kept for that Purpose a Memorial of such Transfer and Sale, and indorse the Entry of such Memorial on the said Deed of Sale or Transfer,

[*Local.*]

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for



for which Entry and Indorsement the Sum of Two Shillings and Sixpence, and no more, shall be paid to the said Clerk; and the said Clerk is hereby required to make such Entry or Memorial accordingly, and on Request to make an Indorsement of such Transfer on the Back of the Certificate of each Share so sold, and deliver the same to the Purchaser for his or her Security, and for which Indorsement no more than Two Shillings and Sixpence shall be paid; and until such Memorial shall have been made and entered as before directed, such Purchaser shall have no Part or Share of the Profits of the said Undertaking, nor any Interest in respect of such Share or Shares paid to him or her, nor any Vote in respect thereof as a Proprietor of the said Undertaking.

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

CXXXVII. And be it further enacted, That no Person shall sell or transfer any Share which he or she shall possess in the said Undertaking after any Call shall have been made by the said Directors for any Sum of Money in respect of such Share, unless he or she at the Time of such Sale or Transfer shall have paid the full Sum of Money which shall have been called for in respect of such Share so to be sold or transferred.

Accounts to  
be made up  
annually.

CXXXVIII. And be it further enacted, That the said Company, or the Directors of the said Company, shall and they are hereby required to cause a true and particular Account to be kept and annually made up and balanced to some Day in the Month of *May* or *June* in each Year, and also half-yearly to some Day in the Month of *November* or *December* in each Year if any General or Special General Meeting of the said Company shall from Time to Time so direct, of the Money received by the said Company, or by the Directors or the Treasurer of the said Company, or otherwise for the Use of the said Company by virtue of this Act, and of the Charges and Expences attending the making, maintaining, and carrying on the said Undertaking, and of all other the Receipts and Expenditure of the said Company or of the said Directors up to the Period at which such Account shall be made up and balanced; and at the subsequent yearly Meeting of the Proprietors of the said Undertaking next after such Day in the Month of *May* or *June*, or at the subsequent General or Special General Meeting of the said Proprietors next after such Day in the Month of *November* or *December*, (if the said Account shall be so directed to be made up and balanced at any Day in either of the said last-mentioned Months,) to be from Time to Time held as aforesaid, or at some Adjournment thereof respectively, a Dividend shall be made out of the clear Profits of the said Undertaking, unless such yearly Meeting or such General or Special General Meeting shall declare otherwise; and such Dividend shall be at and after the Rate of so much *per* Share upon the several Shares held by the Members thereof in the Joint Stock of the said Company, as such Meeting shall think fit: Provided always, that no Dividend shall be declared or paid until the yearly General Meeting which shall be held next after the Expiration of Two Years from the passing of this Act: Provided also, that no Dividend shall be made whereby the Capital of the said Company shall be in any Degree reduced or impaired, nor shall any Dividend be paid in respect of any Share after a Day appointed for



Payment of any Call of Money in respect thereof until such Call shall have been paid.

CXXXIX. Provided nevertheless, and be it further enacted, That notwithstanding any thing herein contained it shall be lawful for the said Directors and they are hereby empowered to declare One or more Dividend or Dividends at such intermediate Time or Times between the said annual or half-yearly Meetings, as the said Directors shall think fit, so as the Capital of the said Company be not thereby reduced or impaired, and so as the other Regulations herein-before contained respecting the declaring and Payments of Dividends be not infringed.

Directors empowered to make Dividends at intermediate Times.

CXL. Provided always, and be it further enacted, That the said Railway Company hereby incorporated shall not make, declare, or pay any Dividend or Division of the Profits arising or accruing upon the said Railway or any Part thereof, among the said Company, in respect of the Shares held or belonging to the several Parties who have subscribed or may hereafter subscribe towards the Capital Stock of the said Undertaking, until the said Railway hereby authorized to be made shall have been finished and completed from *Manchester* aforesaid to within Fifty Yards of the Steam Grinding Wheel Cottage, and Work Shops in *Sheffield* aforesaid, in the Occupation of *William Ashmore* and others, and mentioned in the Schedule to this Act, and shall have been opened for the Conveyance of Passengers and Goods from *Manchester* aforesaid to *Sheffield* aforesaid, and generally for public Use.

Company not to make a Dividend among the Subscribers, until Railway completed to certain Point in Sheffield.

CXLI. And be it further enacted, That previously to any Dividend being declared out of the net Profits of the Company, it shall be lawful for the said Directors, unless otherwise directed by a General Meeting of the said Company, to set apart One Tenth Part or any less Part of such net Profits to form a Fund for the Purposes herein-after mentioned; and the remaining Nine Tenth Parts only of such net Profits shall in that Case be divisible among the Proprietors of the said Company, any thing herein-before contained to the contrary notwithstanding: Provided always, that if at any Time such Fund shall amount to the Sum of One hundred thousand Pounds, then and in such Case the whole of such net Profits shall be divisible among the Proprietors of the said Company: Provided also, that any General or Special General Meeting of the said Company may and they are hereby authorized to order the whole of the net Profits of the said Company to be divided among the said Proprietors.

Fund to answer Contingencies to be set aside before Dividends made.

CXLII. And be it further enacted, That it shall be lawful for the said Directors from Time to Time to lay out and invest, in the Names of Three Trustees, for and on behalf of the said Company, to be nominated by the said Directors, such One Tenth or other Part of the said net Profits as and when the same may be set apart as aforesaid in such of the Public Funds or Stocks of *Great Britain* as the said Directors shall deem expedient, and from Time to Time to lay out and invest the Dividends and Interest arising from such Funds or Stocks in the same or any other Public Funds or Stocks, in order that the same

Reserved Fund invested in the Public Funds, and the Dividends thereon also invested, until a certain Event.



same may accumulate at Compound Interest, until the Fund so formed shall amount to the Sum of One hundred thousand Pounds: Provided always, that when such Fund shall, by Accumulation or otherwise, amount to the Sum of One hundred thousand Pounds, the Interest and Dividends thereof shall no longer be invested, but shall be applied for the general Purposes of the said Company: Provided also, that it shall be lawful for any General or Special General Meeting of the said Company to divide and dispose of the whole of such reserved or accumulated Fund among the said Proprietors in proportion to their Shares in the said Undertaking, or otherwise for the Benefit and Use of the said Undertaking.

Directors to resort to reserved Funds instead of making Calls.

CXLIII. And be it further enacted, That in case of any extraordinary Claims or Demands upon the said Company, it shall be lawful for the said Directors to resort to the Fund so to be formed as aforesaid, in order to satisfy such Claims and Demands, instead of making any Call upon the Proprietors of the said Company for the Payment of any further Instalment or Instalments, or otherwise.

When reserved Fund reduced is below a certain Sum, Part of Profit again to be set aside to accumulate.

CXLIV. And be it further enacted, That when and so often as the Fund to be formed as aforesaid shall, by reason of any Vote of any Meeting as aforesaid, or of any such extraordinary Claim or Demand, or from any other Cause, have been reduced below the Sum of One hundred thousand Pounds, One Tenth or other less Part of the net Profits of the said Company shall again in like Manner be set apart and invested, and the Interest and Dividends thereof shall in like Manner again be allowed to accumulate at Compound Interest, until such Fund shall again amount to the Sum of One hundred thousand Pounds.

Directors empowered to vary Securities on which reserved Fund may be invested.

CXLV. And be it further enacted, That it shall be lawful for the said Directors from Time to Time, as they shall think proper, to vary or transpose the Funds or Stock, or any of them, in which the said Monies or reserved Fund or any Part thereof shall from Time to Time be invested, and also to sell and dispose of all or any Part of the said reserved Funds or Stock, and to convert the same into Money for the Purpose of answering any extraordinary Claim or Demand which may be made upon the said Company.

For ascertaining the Proprietorship of Shares in case of the Marriage or Death of the Proprietors.

CXLVI. And whereas by the Death of or by other after-mentioned Events happening to Proprietors, or by the Marriage of Female Proprietors of Shares in the said Undertaking, it may be difficult to ascertain to whom the Dividends arising or becoming due upon such Shares ought to be paid; be it therefore enacted, That before any Person who shall claim any Part of the Profits of the said Undertaking in Right of Marriage with any Female Proprietor shall be entitled to receive the same or be entitled in vote in respect of any Share, an Affidavit (or solemn Affirmation by any Person of the Society of Quakers) in Writing, containing a Copy of the Register of such Marriage, or other Particulars of the Celebration thereof, and identifying the Wife as the Proprietor of the Share in respect whereof any such Claim may be made, shall be made and sworn to, or solemnly affirmed to, by some credible Person before some Master or Master



Master Extraordinary in Chancery, or any of His Majesty's Justices of the Peace, and shall be transmitted to the Clerk of the said Company, who shall file the same and make an Entry thereof in the Book which shall be kept for the Entry of Transfers or Sales of Shares in the said Undertaking; and before any Person who shall claim any Part or Share of the Profits of the said Undertaking by virtue of any Bequest or Will or in the Course of Administration shall be entitled to receive the same or be entitled to vote in respect of any Share, the said Will or the Probate thereof, or the Letters of Administration, shall be produced and shewn to the said Clerk, or a Copy of so much of such Will or of such Letters of Administration as shall relate to the Share of the Testator or Intestate (as the Case may require) shall be made and sworn to or solemnly affirmed to by the Executors of the said Will or the Administrator of the Intestate before some Master or Master Extraordinary in Chancery, or any of His Majesty's Justices of the Peace as aforesaid, together with an official Extract of the Act of Court on the Grant of Probate of such Will, or (in case of Intestacy) of the Letters of Administration, shall be transmitted to the said Clerk, who shall file and enter the same as herein-before mentioned; and in all Cases other than as herein-before mentioned, where the Right and Property of any Share in the said Undertaking shall pass from any Proprietor thereof to any other Person by any other legal Means than by a Transfer and Conveyance thereof duly made and executed as herein-before directed, an Affidavit or solemn Affirmation in Writing shall be made and sworn to or solemnly affirmed to by some credible Person before some Master or Master Extraordinary in Chancery, or any of His Majesty's Justices of the Peace as aforesaid, stating the Manner in which such Share hath passed or been transferred to such other Person, and such Affidavit or solemn Affirmation shall be transmitted to the Clerk of the said Company, who shall thereupon enter and register the Name of every such new Proprietor in the Register Book or List of Proprietors of the said Company; and the said Clerk shall be entitled to receive for each such Entry as herein-before directed the Sum of Two Shillings and Sixpence, and no more; and the said Company shall not be bound to see to the Execution of any Trust, whether expressed or constructive, to which any Share aforesaid shall be subject or liable.

CXLVII. And be it further enacted, That the Receipt of the Person or of any One of the Persons in whose Name or Names any Share or Shares in the said Undertaking shall stand in the Books of the said Company shall from Time to Time be a sufficient Discharge to the said Company, and to the Directors and Treasurer for the Time being of the said Company, for any Dividend or Dividends or other Sum or Sums of Money which shall become payable and be paid for or in respect of such Share or Shares, notwithstanding any Uses or Trusts upon or to which such Share or Shares shall be then settled, conveyed, or assigned.

Receipt of  
One Pro-  
prietor of  
Shares to be  
sufficient.

CXLVIII. And be it further enacted, That in all Cases where Money shall be payable under the Provisions of this Act to any Proprietor who shall be a Minor, or Idiot, or Lunatic, the Receipt

Receipt of a  
Parent or  
Guardian of  
a Minor to be  
sufficient.

[*Local.*]

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of



of the Parent or Guardian for the Time being of such Minor, or of the Committee of such Idiot or Lunatic, shall be a sufficient Discharge to the said Company and Directors, and to the said Treasurer.

Rates of  
Tonnage.

CXLIX. And be it further enacted, That it shall be lawful for the said Company to demand, receive, and recover, to and for the Use and Benefit of the said Company, for the Tonnage of all Articles, Matters, and Things which shall be carried or conveyed upon or along the said Railway, or upon or along any Part thereof, any Rates or Tolls not exceeding the following; (that is to say,)

For all Materials for the Repair of the *Manchester and Buxton* Turnpike Road, the Sum of One Halfpenny *per Ton per Mile*:

For all Limestone, Sand, Dung, Compost, or other Manure, and for Materials for the Repair of public and private Roads and Highways, the Sum of One Penny Halfpenny *per Ton per Mile*:

For all Coal, Lime, Building and other Stone, Culm, Kelp, Sweepwashings, Waste, Pig Iron, Minerals, Metallic Ores, Bricks, Tiles and Slates, and Potatoes, the Sum of Two-pence *per Ton per Mile*:

For all Corn, Flour, Coke, Charcoal, Bar Iron, Plate Iron, Rod Iron, Sheet Iron, and Hoop Iron, Iron Castings, Parts of Steam Engines, heavy Iron Machinery, and Millwright Work, Pig and Sheet Lead, and Steel, Timber, Dye Woods, Hay, and Straw, the Sum of Three-pence *per Ton per Mile*:

For all Malt, Meal, Sugar, Soap, Oil, and Groceries, Tallow, Hemp, Cotton Wool, Leather, Skins, Hides, Cordage, Malt Liquors, Machinery not before specified, Butchers Meat, Provisions, Fruit, and Vegetables, the Sum of Four-pence *per Ton per Mile*:

For all Goods, Wares, Merchandize, and other Commodities, Articles, Matters, and Things whatsoever, not before particularized, the Sum of Five-pence *per Ton per Mile*.

Power to  
take Tolls  
for conveying  
Passengers,  
&c.

CL. And be it further enacted, That it shall be lawful for the said Company, from Time to Time and at all Times hereafter, to demand, receive, and recover, to and for the Use and Benefit of the said Company, for the Tonnage of all Coaches, Chariots, Chaises, Cars, Landaus, Gigs, Waggons, Carts, and other Carriages which shall be used on the said Railway for the Conveyance of Passengers or Cattle, any Tolls not exceeding the following; (that is to say,)

For every Person passing in or upon any such Carriage, the Sum of One Penny Halfpenny *per Mile*:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, and for every Ox, Cow, Bull, or Neat Cattle, carried in or upon any such Carriage, for any Distance not exceeding Ten Miles, the Sum of Two Shillings and Sixpence; for any Distance exceeding Ten Miles and not exceeding Twenty Miles, the Sum of Four Shillings and Sixpence; and for any Distance exceeding Twenty Miles, the Sum of Seven Shillings:

For every Calf, Sheep, Lamb, or Pig carried or passing in or upon such Carriage, for any Distance not exceeding Ten Miles, the Sum of Eight-pence; for any Distance exceeding Ten Miles and



not exceeding Twenty Miles, the Sum of One Shilling and Three-pence; and for any Distance exceeding Twenty Miles, the Sum of Two Shillings.

CLI. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to provide locomotive Engines or other Power for the drawing or propelling of any Goods, Articles, Matters, or Things, Persons, Cattle, or Animals, upon or along the said Railway or any Part thereof, and to demand, receive, and recover such Sum and Sums of Money for the Use thereof as the said Company or the said Directors may from Time to Time fix or require, in addition to the several Sums herein authorized to be charged and received.

Company empowered to provide and charge for locomotive Engines.

CLII. Provided always, and be it further enacted, That in all Cases in which any Article, Matter, or Thing shall be carried or conveyed upon the said Railway for so short a Distance that the Rate or Sum of Money authorized by this Act to be demanded or received for the Tonnage of the same shall not amount to One Shilling *per* Ton thereon, the said Company are hereby empowered to demand the Sum of One Shilling *per* Ton thereon, any thing in this Act contained to the contrary thereof notwithstanding.

Where Rates do not amount to 1s. *per* Ton, Company authorized to take 1s. *per* Ton.

CLIII. And be it further enacted, That in all Cases in which there shall be a Fraction of a Ton, a Proportion of the said Rates may be demanded and taken for such Fraction according to the Number of Quarters of a Ton contained in such Fraction, and when there shall be a Fraction of a Quarter of a Ton, such Fraction shall be deemed a whole Quarter of a Ton; and in all Cases in which there shall be a Fraction of a Mile in the Distance which any Carriage shall pass upon the said Railway, the Rates of Tonnage or Toll which shall be demanded and taken shall be after the Rate of the Number of Quarters of a Mile which such Carriage shall have passed, and when there shall be a Fraction of a Quarter of a Mile, such Fraction shall be deemed a whole Quarter of a Mile; and in order to ascertain and calculate with greater Precision and Facility the Distance for which such Rates or Tolls shall be demanded and taken upon the said Railway, the said Company shall cause the said Railway to be measured, and Stones or other conspicuous Marks, with proper Inscriptions thereon, to be set up and maintained at the Distance of One Quarter of a Mile from each other.

Regulations as to fractional Parts of a Ton or of a Mile.

CLIV. And be it further enacted, That it shall be lawful for the said Company, from Time to Time and at all Times hereafter, to ask, demand, sue for, recover, and receive, to and for the Use and Benefit of the said Company, for and in respect of all Goods, Wares, and Merchandize, Commodities, Matters, and Things (but not for or in respect of any Passengers or Cattle), which shall be carried or conveyed or pass up any of the Inclined Planes on the said Railway which shall be worked wholly or in part by means of stationary or fixed Steam, or other Power or Machinery, any Sum or Sums not exceeding One Shilling and Sixpence *per* Ton for every such Inclined Plane up which such Goods, Wares, and Merchandize, Commodities, Matters,

Rates for passing up inclined Planes.



Matters, and Things, shall be carried and conveyed or pass, over and above all other Rates by this Act allowed to be charged: Provided always, that such extra Rate shall not be made or charged for any such Goods, Wares, or Merchandize, Commodities, Matters, or Things, passing or going down any of the said Inclined Planes.

Rates for  
passing  
through the  
Tunnel.

CLV. And be it further enacted, That it shall be lawful for the said Company, from Time to Time and at all Times hereafter, to ask, demand, take, receive, and recover, to and for the Use and Benefit of the said Company, for and in respect of all Goods, Wares, and Merchandize, and all other Commodities, Matters, and Things (but not for or in respect of any Passengers or Cattle), which shall be carried or conveyed through or along the Tunnel of the said Railway commencing in the Township of *Hathersage* and terminating in the Township of *Dore* in the County of *Derby*, or any Part thereof, any Sum or Sums not exceeding One Shilling *per* Ton, over and above all other Rates by this Act allowed and authorized to be charged.

Charge for  
Inclined  
Planes and  
Tunnels to  
include the  
Use of  
stationary  
Engines.

CLVI. And be it further enacted, That the extra Rates by this Act allowed and authorized to be charged for passing up the said Inclined Planes and along the said Tunnel, or any fractional Part thereof, as aforesaid, shall be considered as full Compensation to the said Company for the Use of the stationary Engine or other Power and for the Machinery at each such Inclined Plane and at the said Tunnel, and for the Attendance and Assistance of the said Company's Servants in passing the said Goods, Wares, and Merchandize, Matters and Things, up every such Inclined Plane and along the said Tunnel.

Company  
may fix the  
Price of  
small Parcels.

CLVII. And be it further enacted, That it shall be lawful for the said Company from Time to Time, at any General or Special General Meeting of the said Company, to make such Orders for ascertaining and fixing the Price or Sum to be charged or taken by the said Company as and for Tonnage Rate, as also the additional Price or Sum of Money to be charged or taken for the Haulage Rate, of any Parcel (not exceeding Five hundred Pounds Weight) upon the said Railway or upon any Part thereof, and from Time to Time to repeal or vary the same as to them shall seem proper: Provided always, that the Provision herein-before contained shall not extend to Goods, Articles, Matters, or Things sent in large aggregate Quantities, although made up of separate and distinct Parcels, such as Bags of Sugar, Coffee, Meal, and the like, but only to single and individual Parcels unconnected with Parcels of a like Nature which may be sent at the same Time.

Power to  
reduce Rates,  
Tolls, &c.

CLVIII. And be it further enacted, That it shall be lawful for the said Company from Time to Time, and as often as they shall think fit, to reduce all or any of the Rates, Tolls, or Sums by this Act authorized to be taken for or in respect of all or any of the Articles, Matters, or Things, and of Passengers and Cattle, in this Act specified or mentioned, which shall be conveyed upon the said  
Railway,



Railway, and afterwards from Time to Time again to raise the same, so that the same respectively shall not at any Time exceed the Amount by this Act authorized.

CLIX. Provided always, and be it further enacted, That the said Company shall not partially raise or lower the Rates, Tolls, or Sums payable under this Act, but all such Rates, Tolls, and Sums shall be so fixed as that the same shall be taken from all Persons alike under the same or similar Circumstances.

Rates not to be reduced partially.

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

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

CLXI. Provided also, and be it further enacted, That it shall not be lawful for the said Company to demand or take any Rates, Tolls, or Sums for or in respect of any Articles, Matters, or Things, or any Carriage, Passenger, Horse, Beast, or Cattle, but for and during such Time only as the Board on which such Rates, Tolls, or Sums shall be so painted as aforesaid shall remain affixed to such public Office or Building as aforesaid, and for and during such Time only as the Stones or other conspicuous Marks, with proper Inscriptions thereon, by this Act directed to be set up for ascertaining the Distances for which such Rates or Tolls shall be taken, shall remain set up; provided that in any Proceedings for or relating to the Recovery of any Rates or Tolls by this Act allowed, the original affixing of such Board or Boards, and setting up of such Stone or Stones, or Evidence of the Continuance and Existence of such Board or Boards or Stone or Stones at some subsequent Period, shall be *prima facie* Evidence of the continued Existence of such Board and Boards or Stone or Stones, unless it shall be made to appear that such Board or Boards and Stone or Stones are or have subsequently been pulled down, destroyed, or defaced.

Rates, Tolls, &c. only to be payable whilst Boards remain.

CLXII. And be it further enacted, That if any Person shall willfully pull down, deface, or destroy any Board whereon any such Rules, Tolls, or Sums, or any Bye Laws, Rules, or Orders, shall have been painted according to the Direction of this Act, or any Stone or Mark

Penalty on Persons defacing Boards, &c.

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set up to denote Distances upon the said Railway, or shall concur or aid therein, he or she shall, on Conviction, forfeit and pay a Sum not exceeding Five Pounds for every Offence.

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

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

Recovery of  
Rates, &c.

CLXIV. And be it further enacted, That the Rates of Tonnage, Tolls, and other Sums by this Act authorized to be taken shall be paid to such Persons, at such Places upon or near the said Railway, and in such Manner and under such Regulations as the said Company at some General or Special General Meeting, or as the said Directors, shall, by Notice to be annexed to the Account or List of Rates, Tolls, or Sums, direct and appoint; and in case of Refusal or Neglect, on Demand, to pay such Rates, Tolls, or Sums as may have accrued due as aforesaid, or any Part thereof, the said Company may, in case such Rates, Tolls, or Sums shall amount to or exceed the Sum of Ten Pounds, sue for and recover the same by Action of Debt or upon the Case in any of His Majesty's Courts of Record; or the Persons to whom such Rates, Tolls, or Sums ought to have been paid may and they are hereby respectively empowered, whether such Rates, Tolls, or Sums shall amount to the Sum of Ten Pounds or not, to seize the Goods, Articles, and Things for or in respect whereof such Rates, Tolls, or Sums ought to be or to have been paid, or any Part thereof, and the Carriage laden therewith, and also any other Goods, Articles, and Things, and Carriages, the Property of or belonging to the same Person



Person or Persons to whom the Goods, Articles, Things, or Carriages so made liable to Seizure shall belong, and which shall pass on or along the said Railway or any Part thereof, and detain the same until Payment of all such Rates, Tolls, or Sums shall be made, together with the reasonable Charges for such Seizure and Detention; and if such Goods, Articles, and Things shall not be redeemed within Twenty-one Days next after the taking thereof, the same shall be appraised and sold as the Law directs in Cases of Distress for Rent: Provided always, that in case such Rates, Tolls, or Sums so due as aforesaid shall not amount to the Sum of Ten Pounds, it shall not be lawful for the said Company to sue for the same by Action of Debt or on the Case, but the same shall and may be recovered by Distress and Sale only, as is herein mentioned.

CLXV. And be it further enacted, That if any Dispute shall arise concerning the Amount of the Rates, Tolls, or Sums due to the said Company, or concerning the Charges occasioned by any Distress to be taken by virtue of this Act, it shall be lawful for the Collector or Person distraining to detain such Distress, or, as the Case may require, the Proceeds of the Sale thereof, until the Amount of the Rates, Tolls, or Sums, or (as the Case may require) the Amount of the Charges of seizing, distraining, keeping, or selling such Distress, shall be ascertained by some Justice of the Peace acting for the said Counties of *Lancaster*, *Chester*, or *Derby*, or the West Riding of the County of *York*, within their respective Jurisdictions, who, upon Application made to him for that Purpose, shall examine the said Matter upon Oath or Affirmation of the Parties or their Witnesses, and determine the Amount of the Rates, Tolls, or Sums due, or, as the Case may be, of the said Charges; and it shall be lawful for such Justice to assess and award such Costs to be paid by either of the said Parties to the other of them, as he shall think reasonable, and in case of Nonpayment thereof on Demand, such Costs shall be levied by Distress and Sale of the Goods and Chattels of the Party directed to pay the same, by Warrant under the Hand and Seal of such Justice.

Disputes  
about the  
Amount of  
Rates.

CLXVI. And be it further enacted, That it shall be lawful for the said Company, at any of their General or Special General Meetings, or for the Directors of the said Company, by Writing under the Common Seal of the said Company, from Time to Time to let or farm the Rates, Tolls, and Sums hereby made payable, or any Part thereof, upon the Whole or any Part of the said Railway, to any Person, for any Term which they shall think proper, not exceeding Three Years from the Commencement of any such Lease, and to commence in Possession upon or within Three Calendar Months next after granting the same; and every such Lease shall be valid and effectual; and the respective Lessees thereof, and also such Persons as such Lessees shall appoint to collect and receive the Rates, Tolls, or Sums so let, shall, during the Continuance of any such Lease, be deemed Collectors of the Rates, Tolls, or Sums so let, but for the proper Use of the Lessees, and shall have the same Power and Authority for collecting and recovering the same as if they had been appointed for that Purpose by the said Company; provided that public Notice of the Intention to let the said Rates, Tolls, and Sums, or the Part thereof intended to be

Company  
empowered  
to lease the  
Rates.



be let, shall be given in Writing by the said Directors, or by the Clerk of the said Company, by Advertisement to be inserted in some Newspaper or Newspapers usually circulated within the Towns of *Liverpool, Manchester, Stockport, and Sheffield* respectively, at least Thirty Days prior to any Meeting of the said Company or the said Directors at which it may be intended or proposed that the said Rates, Tolls, and Sums, or any Part thereof, shall be let as aforesaid.

Power to  
lease certain  
Rates to  
Owners or  
Lessees of  
Mines, &c.

CLXVII. And whereas the Owners or Lessees of Coal Mines, Lime Works, Limestone Quarries, Lead Mines, or other Quarries or Mines, situated upon the Line of or near to or communicating with the said Railway, may be desirous of making Branch Railways to connect with the said Railway hereby authorized to be made, or having Leases of the Rates payable on or in respect of the Coals, Lime, Limestone, Lead, Stone, or other Articles, the Produce of such Works, Mines, or Quarries, by them respectively carried or put upon to be carried on the said Railway; be it therefore enacted, That it shall be lawful for the said Company or for the said Directors, by Writing under the Common Seal of the said Company, from Time to Time to grant a Lease or Leases to any Owner or Owners, Lessee or Lessees of Coal Mines, Lime Works, Limestone Quarries, Lead Mines, or other Quarries or Mines, of the Rates chargeable in respect of the Coal, Lime, Limestone, Lead, Stone, and other Articles and Things, the Produce of such Works, Mines, or Quarries, carried on the said Railway, for any Term or Time which the said Company or the said Directors shall think fit, not exceeding Three Years from the Commencement of any such Lease, and at such Rate or Rents, and payable at such Times, and upon such Terms, as the said Company or the said Directors shall think fit; and such Leases shall be valid and effectual; provided public Notice of the Intention to grant such Lease be given in Writing by the Clerk to the said Company by Advertisement in some Newspaper usually circulated within the Towns of *Liverpool, Manchester, Stockport, and Sheffield* respectively: Provided always, that no such Lease shall be made to any other Persons than the actual Owners or Lessees of such Works, Mines, or Quarries as aforesaid.

Power of  
Re-entry in  
case of Non-  
performance  
of Terms of  
Leases of  
Rates, &c.

CLXVIII. And be it further enacted, That in case any of the Rates, Tolls, or Sums granted by this Act shall be demised or let to farm to any Person in any Manner whatsoever, and the Lessee or Farmer thereof shall neglect or refuse to perform the Terms and Conditions on which the same shall be so demised or let, or any of them, or in case all or any Part of any Rent agreed to be paid by any such Lessee or Farmer shall be in arrear for the Space of Seven Days next after any of the Days on which the same ought to be paid pursuant to the Lease, Agreement, or Contract for demising or letting the same Rates, Tolls, or Sums; or in case any temporary or other Collector of any of the said Rates, Tolls, or Sums shall be discharged from his Office by virtue of this Act, or shall die, abscond, or absent himself, and any such Collector who shall be so discharged, or the Wife, Widow, or any of the Children or Family or any Representative of any such Collector who shall die, abscond, or absent himself, or be discharged, or any other Person being in Possession thereof, shall refuse



refuse to deliver up or shall not deliver up Possession of any Office, Toll House, Weighing Machine, or other Building, with the Appurtenances thereto respectively belonging, to be erected or provided under the Powers of this Act, for or within the Space of Three Days after Demand made thereof in Writing given or left at such Toll House, Office, Weighing Machine, or Building, or at any of such Toll Houses, Offices, Weighing Machines, or Buildings which shall be or have been in the Possession or Occupation of such Collector or other Person (such Demand in Writing to be signed by any Two or more of the Directors, although not assembled at a Meeting, or by the Clerk or Treasurer for the Time being of the said Company); or in case any such Lease, Agreement, or Contract shall in any Manner become void or voidable; then and in any of the said Cases it shall be lawful for any Two or more Justices of the Peace, upon Application by the said Directors, or by the Clerk or Treasurer for the Time being of the said Company, by Warrant under the Hands and Seals of such Justices, to order any Constable or other Peace Officer, with such Assistance as shall be necessary, to enter upon and take possession of every or any such Toll Houses, Offices, Weighing Machines, or other Buildings, with the Appurtenances thereto belonging, and to remove and put the Lessee or Farmer or other Person who shall be found therein, together with his or her Goods, from and out of the same and the Possession thereof, and from the Collection of such Rates, Tolls, and Sums, and to put the said Company or their Agent, or their new Lessee, Farmer, or Collector, into the Possession thereof; and thereupon it shall be lawful for the said Company or for the said Directors to vacate and determine the Lease, Contract, or Agreement (if any) which was previously subsisting, and the same shall accordingly be void to all Intents and Purposes, save as to the Covenants and Agreements for Payment of the Rent or Rents thereby reserved, or other unperformed or broken Obligations, Covenants, or Agreements on the Lessee's Part; and it shall be lawful for the said Company or for the said Directors, in every such Case, either during such Proceedings, or on the Termination thereof, again to demise or let the said Rates, Tolls, and Sums to any other Person, or cause them to be collected in such and the same Manner as if no former Demise, Contract, or Agreement had been made relative thereto.

CLXIX. And be it further enacted, That the respective Owners or Persons having the Care of Carriages passing upon the said Railway shall give an exact and true Account in Writing, signed by them, to the Collector of the Rates, Tolls, or Sums, at the Place where they shall attend for that Purpose, of the Quantity of Goods and other Things as aforesaid which shall be in the Carriages so belonging to them or under their Care, and from whence such Carriages are brought, and where the same are intended to be unloaded or left, and if the Goods or other Things contained in any such Carriage shall be liable to the Payment of different Rates, Tolls, or Sums, then such Owners or other Persons shall specify the respective Quantities liable to each or any of the said Rates, Tolls, or Sums; and in case any such Owner or other Person as aforesaid shall neglect or refuse to give and deliver such Account, or to produce his Bill of Lading, to any Collector demanding the same, or shall give a false Account, or

Owners of  
Waggons to  
give Account  
of Lading.

[*Local.*]

13 B

shall



shall deliver any Part of his Lading or Goods at any other Place than is mentioned in such Account, with an Intent to evade the Payment of any of the said Rates, Tolls, and Sums, and shall be thereof convicted before any Justice of the Peace acting for the said Counties of *Lancaster*, *Chester*, and *Derby*, or the said West Riding of the County of *York*, within their respective Jurisdictions, every Person so offending shall for every such Offence forfeit and pay any Sum not exceeding Forty Shillings for every Ton of Goods or for every Parcel not exceeding Five hundred Pounds Weight, and so in proportion for any Quantity less than a Ton or Five hundred Pounds Weight (as the Case may be), which shall be in such Carriage of which such Account shall be so refused or neglected to be given, or concerning which such Bill of Lading shall not be produced as aforesaid, or of which a false Account shall have been given, or which shall be fraudulently delivered out as aforesaid (as the Case shall happen to be), over and above the Rate, Toll, or Sum to which such Articles or Things may be liable.

Weight of  
Tonnage  
ascertained.

CLXX. And for better ascertaining the Tonnage of Goods and other Things (except Stone and Timber) to be charged with the Payment of such Rates or Tolls, be it further enacted, That One hundred and twelve Pounds shall be deemed One Hundred Weight, and Twenty such Hundred Weight shall be deemed One Ton; and as respects Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Beech, and Ash, and Fifty Cubic Feet of all other Timber, shall be deemed One Ton Weight; any Usage to the contrary notwithstanding.

If any Differ-  
ence concern-  
ing Weight,  
Collector may  
weigh or  
measure the  
Goods.

CLXXI. And be it further enacted, That if any Difference shall arise between any Collector of the said Rates, Tolls, or Sums, or any other Officer or Servant of the said Company, and any Owner of or Person having the Charge of any Carriage passing upon the said Railway or any Part thereof, or of any Goods, Articles, or other Things in or on such Carriage, respecting the Goods or Articles or other Things on or in such Carriage, or the Rates, Tolls, or Sums due in respect thereof, it shall be lawful for such Collector or other Officer as aforesaid to detain such Carriage, and to weigh, measure, and gauge, or cause to be weighed, measured, and gauged, such Carriage, and all such Goods, Articles, and other Things as shall be therein or thereon; and in case the same shall, upon such weighing, measuring, and gauging, appear to be of greater Weight or Quantity than shall be stated in the Account given thereof as aforesaid, then the Person giving in such Account shall pay, and the Owner of such Carriage, and respective Owners of such Goods, Articles, and other Things, shall also at the Option of the said Company be liable to pay, the Costs and Charges of such weighing, measuring, and gauging; all which Costs and Charges, upon Neglect or Refusal of Payment thereof on Demand, shall and may be recovered and levied by and in such Ways and Manner as the said Rates, Tolls, and Sums are in this Act authorized to be recovered and levied; but if such Goods, Articles, or other Things shall appear to be of the same or of less Weight or Quantity than shall be stated in such Account, then the said Company shall pay the Costs and Charges of such weighing, measuring,



measuring, and gauging, and shall also pay to such Owner of or Person having Charge of such Carriage, and to the respective Owners of such Goods, Articles, or other Things, such Damages as shall appear to any Justice of the Peace for either of the said Counties of *Lancaster, Chester, and Derby*, or of the West Riding of the County of *York*, on the Oath of any credible Witness, to have arisen from or by such Detention; but in case it shall at any Time be made appear to such Justice, upon the Complaint of the said Company, and upon the like Oath, that such Detention, and weighing, measuring, or gauging, was without reasonable Ground or Belief, or that it was vexatious on the Part of such Collector or other Officer as aforesaid, then such Collector or other Person as aforesaid shall himself pay the Costs and Expences of such weighing, measuring, and gauging, and shall also pay to such Owner or Person, or to the respective Owners of such Goods, Articles, or other Things as aforesaid, such Damage as shall appear to such Justice to have arisen from such Detention; and in default of immediate Payment thereof by the said Company or by such Collector or other Officer as aforesaid (as the Case may be), the same may be recovered by Distress and Sale of the Goods and Chattels of the said Company or of the said Collector or other Officer as aforesaid (as the Case may be), by Warrant under the Hand and Seal of such Justice, rendering the Overplus, if any, upon Demand, after deducting the Costs of such Distress and Sale, to the Company or to the said Collector or other Officer as aforesaid, as the Case may require.

CLXXII. And be it further enacted, That the respective Owners of Carriages passing upon the said Railway or any Part thereof shall cause their Names and Places of Abode, and the Numbers, Weights, and Gauges of their respective Carriages, to be entered with the Clerk or other Officer of the said Company appointed for that Purpose, and shall also cause such Names, Places of Abode, Numbers, Weights, and Gauges to be painted and continued in large White Capital Letters and Figures on a Black Ground, Two Inches at the least in Height, and of a proportionate Breadth, on some conspicuous Part of the Outside of every such Carriage, so as to be always open to View, and shall permit every such Carriage, to be weighed, measured, and gauged, at the Expence of the said Company, whenever it shall be required by them or by any Person appointed by them for that Purpose; and every Owner of or other Person having the Care of any Carriage, or who shall conduct the same upon the said Railway, without having such Carriage previously weighed, measured, or gauged, or without having such Names, Places of Abode, Numbers, Weights, and Gauges marked thereon respectively as herein-before directed, or who shall alter, erase, deface, or hide such Names, Places of Abode, Numbers, Weights, and Gauges, or any of them or any Part thereof, or shall fix thereon any false Name, Place of Abode, Number, Weight, or Gauge, or shall refuse to permit any Carriage to be weighed, measured, or gauged, shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

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

CLXXIII. And be it further enacted, That the respective Owners of Carriages passing upon the said Railway shall be and they are hereby respectively

Owners of  
Carriages an-  
swerable for



Damage done  
by their Ser-  
vants.

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

Owners may  
recover from  
their Servants  
Money paid  
for their Neg-  
lect, &c.

CLXXIV. Provided always, and be it further enacted, That in case any Owner of any Carriage passing upon the said Railway shall be compelled to pay any Penalty or to make any Satisfaction for any Damage, by reason of any wilful Act, Neglect, or Default of any of his or her Servants, every such Servant shall be liable to pay such Penalty or Satisfaction for Damages, or both, as the Case may be, with the Costs attending the same, to such Owner; and in case of Nonpayment thereof on Demand, on Oath made by such Owner of the Payment by him or her of such Penalty and Satisfaction, or either of them, as the Case may be, and that the same have not or hath not been repaid to him or her by such Servant although demanded, such Oath being made before some Justice of the Peace for the County, Riding, or Place in which such Penalty or Damages was or were incurred, such Penalty and Satisfaction, or either of them, as the Case may be, and the Costs aforesaid, shall be levied, by Warrant under the Hand and Seal of such Justice, by Distress and Sale of the Goods and Chattels of such Servant, together with all Costs and Charges attending such Distress and Sale; and the said Penalty and Satisfaction, or either of them, (as the Case may be,) and the Costs and Charges as aforesaid, when recovered, shall be paid to such Owner in discharge of such Penalty and Satisfaction, or either of them, and Costs, so by him or her paid for the wilful Neglect or Default



Default of such Servant as aforesaid; and in case no sufficient Distress can be had, such Justice shall and he is hereby required to commit such Servant to some Common Gaol or House of Correction for the said County, Riding, or Place, there to remain without Bail or Mainprize for any Time not exceeding Three Calendar Months.

CLXXV. And be it further enacted, That all Persons shall have free Liberty to pass along and upon and to use the said Railway with Carriages properly constructed as by this Act directed, and to use and employ the Yards, Wharfs, and Premises belonging to the said Company for loading, unloading, and depositing and keeping Cattle, Goods and Articles, Matters and Things, upon Payment only of such Rates, Tolls, and Sums as shall be demanded by the said Company, not exceeding the respective Rates, Tolls, and Sums by this Act authorized, and subject to the Rules and Regulations which shall from Time to Time be made by the said Company by virtue of the Powers herein granted.

Railway to be free on Payment of Tonnage.

CLXXVI. Provided always, and be it further enacted, That it shall be lawful for the respective Owners and Occupiers of any Lands through which the said Railway shall be made, and their respective Servants and Workmen, at all Times to pass and repass directly over and across such Part of the said Railway as shall be made in or upon the said Lands, and also along and upon the same so far only as their own Lands may respectively extend and adjoin such Railway, (not damaging or obstructing such Railway or the Passage thereof,) without Payment of any Toll or Tonnage for the same, provided they shall not pass across, along, or upon any other Part of the said Railway: Provided also, that it shall be lawful for the respective Occupiers of any Lands through which the said Railway shall be made, and their Servants, to ride, lead, or drive any Horse, Mule, or Ass, Cow or any other Neat Cattle, Sheep, Swine, or any other Beast, along and upon the said Railway so far only as the Lands in their respective Occupation shall extend, for the Purpose only of occupying the same Lands, such Persons not damaging or obstructing the said Railway or the Passage thereof.

Owners and Occupiers of adjoining Lands to pass along Railway without Payment of Toll.

CLXXVII. And be it further enacted, That no Person shall pass upon the said Railway with any Carriage, unless the same shall be constructed agreeably to the Orders and Regulations of and be approved of by the said Company or the said Directors for the Time being; which Orders and Regulations shall be affixed upon some conspicuous Part of every public Office or other Building at which the Rates, Tolls, and Sums by this Act granted shall be received (except in crossing or passing along the same as herein-before authorized for the Occupation of the respective Lands through which such Railway shall be laid, or in passing in any public or private Carriage Road which may happen to cross the said Railway); and if any Person shall pass upon any Part of the said Railway with any Carriage not constructed in the Manner herein-before directed (except as aforesaid), he or she shall forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds for every such Offence.

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

[*Local.*]

13 C

CLXXVIII. And



Weights  
allowed to  
be carried  
on Railway.

CLXXVIII. And be it further enacted; That no Carriage having only Four Wheels shall, without the Licence of the said Company, carry at any One Time upon the said Railway (including the Weight of such Carriage) more than Four Tons Weight; and no other Carriage having Six Wheels shall (without such Licence as aforesaid) carry at any Time along or over any Part of the said Railway (including the Weight of such Waggon or Carriage) more than Six Tons Weight.

No loco-  
motive En-  
gine to be  
used on the  
Railway till  
approved of  
by Engineer  
of the Com-  
pany.

CLXXIX. And whereas, for the greater Security of Passengers and other Persons travelling upon or using the said Railway, it is expedient that the locomotive Engines to be from Time to Time used in drawing or propelling Coaches, Waggons, and other Carriages upon and along the said Railway, should be under proper Controul; be it therefore enacted, That no locomotive Engine shall at any Time be brought upon or used on the said Railway unless and until the same shall be approved of by the Engineer for the Time being of the said Company, who shall have Power from Time to Time to inspect and examine all Engines used upon the said Railway; and it shall be lawful for the said Company from Time to Time, upon the Report of the said Engineer of any Engine used upon the said Railway being of insufficient Materials or Strength, or out of Repair, or unfit to be worked upon the said Railway, to order the same to be taken off, or to forbid the same being used upon the said Railway; and in case, after Notice given by the said Engineer, or by the Clerk of the Company hereby incorporated, to remove from or not to use on the said Railway any such insufficient Engine, any Company or Person to whom such Engine shall belong shall not forthwith remove, or shall use without having first repaired or altered and made fit for Use, any such Engine, they or he shall forfeit and pay the Sum of Twenty Pounds for every such Offence, subject to Appeal under and by virtue of the general Provisions herein-after contained with respect to Cases where no specific Appeal is given.

Company or  
Directors  
may make  
Rules as to  
the Passage  
on the Rail-  
way.

CLXXX. And be it further enacted, That it shall be lawful for the said Company or for the said Directors from Time to Time to make such Orders and Regulations as they shall think proper for or relating to Carriages passing upon the said Railway, and for or relating to the loading of such Carriages, or to the Mode or Means by which and the Speed at which such Carriages shall from Time to Time be moved or propelled, and the Times of their Departure and Arrival, and also for or relating to the Delivery of Goods, and other Articles, Matters, and Things, which shall be conveyed in or upon such Carriages, and also for the Regulation of Coaches and Passengers, and for the preventing the smoking of Tobacco and the Commission of other Nuisances in or upon the said Coaches or other Carriages, or in any of the Company's Stations, and generally for passing upon, using, and working the said Railway or other Works by this Act authorized, or in anywise relating thereto respectively; and all such Orders and Regulations shall be submitted to Two or more Justices of the Peace for any of the said Counties of *Lancaster*, *Chester*, or *Derby*, or the West Riding of the County of *York*, and, when ratified by such Justices, shall be binding upon and be conformed to by the said Company, and by all Owners of and Persons having the Care or Conduct of such Carriages, and by



all Persons using or working the said Railway or other Works, upon pain of forfeiting and paying a Sum not exceeding Five Pounds for every Default.

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

Penalty on  
Persons ob-  
structing the  
Course of  
the Railway.

CLXXXII. And be it further enacted, That if any Person shall wilfully injure, break, throw down, destroy, steal, or take away any Part of the said Railway or other Works erected or made by virtue of this Act, or any Part of the Materials of any such Works, every Person being lawfully convicted of any such Offence shall be subject and liable to the like Pains and Penalties as in Cases of Felony; and the Court by and before whom such Person shall be tried and convicted shall have Power and Authority to cause such Person to be transported for the Term of Seven Years, or, in mitigation of such Punishment, such Court may award such Sentence as the Law directs in Cases of Larceny.

Penalty for  
destroying  
Works.

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

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



be wrongfully detained by the said Company or by the said Agent or Officer, and then only for so long a Time as the same shall be so wrongfully detained.

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

CLXXXIV. And be it further enacted, That if any Person, save and except the said Company, and their Agents and Servants authorized by them; and by them authorized for the Purposes only of the said Undertaking, shall ride, lead, or drive, or cause to be ridden, led, or driven, or aid or assist in leading or driving, upon such Railway or any Part thereof, without the Licence and Consent of the said Company, any Horse, Mule, or Ass, or shall lead or drive or cause to be led or driven thereon, or aid or assist in leading or driving thereon, any Cow or other Neat Cattle, Sheep, Swine, or other Beast or Animal, (except only in crossing or passing along the same at Places to be appointed for that Purpose, and for the necessary Occupations of the respective Farms through which the said Railway may be laid,) every Person so offending shall forfeit and pay any Sum not exceeding Forty Shillings nor less than Twenty Shillings for every such Offence.

Penalty on  
Persons on  
Foot using  
the Railway.

CLXXXV. And whereas it might be attended with great Danger to the Public if the said Railway were used by Persons on Foot, be it therefore enacted, That if any Person shall travel or pass on Foot upon the said Railway, without the Licence and Consent of the said Company, except for the Purpose of attending any Carriage under his Care, and also except such Persons as are authorized to pass over and along the said Railway by the Provision next herein-before contained, every Person so offending shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

The Com-  
pany may  
carry Goods  
and Passen-  
gers, and to  
charge for  
the same.

CLXXXVI. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized to carry and convey upon the said Railway all such Goods, Articles, Matters, and Things, and all such Cattle and other Animals, as shall be offered to them for that Purpose, and all such Persons as shall apply to be carried and conveyed along the said Railway or any Part thereof, and to demand, receive, and recover, to and for the Use and Benefit of the said Company, for such Carriage and Conveyance as aforesaid of all Goods, Articles, Matters, and Things, Cattle, Animals, and Persons carried and conveyed upon the same, exclusive of the several Rates and Tolls herein-before authorized to be charged and received as and for Tonnage and Haulage, such Sum and Sums of Money as the said Company or the said Directors may from Time to Time fix and require.

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

CLXXXVII. And be it further enacted, That the said Company shall at their own Expence, after any Part of the said Railway shall have been laid out and formed, forthwith make and erect and from Time to Time maintain such and so many convenient Gates in or upon or adjoining the said Railway, and such and so many Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages over, under, or by the Side of or leading to or from the said Railway, of such Dimensions and in such Manner, as any Two or more Justices  
of



of the Peace acting for the County, Riding, or Place wherein such proposed Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages would (if made) be situated, shall from Time to Time judge necessary and appoint, in case there shall be any Dispute about the same, for the Use of the respective Owners and Occupiers of the Lands through which such Railway shall be made, or for the Use and Accommodation of any Street or Streets which are now formed or actually commenced in any Lands through which the said Railway shall be made, or for protecting the said Lands from Trespass, or the Cattle or other Property of the Owners or Occupiers thereof from estraying or escaping thereout by reason of such Railway, or any other Matter or Thing to be done in pursuance of this Act; and all such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages so to be made as aforesaid shall from Time to Time and at all Times thereafter be maintained in sufficient Repair and Condition by the said Company; and for the Purpose of enabling the said Company to make and erect such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, and from Time to Time to maintain the same, the said Company, their Agents, Surveyors, and Workmen, are hereby authorized and empowered to enter into and upon all Lands adjoining the said Railway, and to load and carry away the Materials for making or repairing such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, in Carts and other Carriages, across or along such Lands, in such Manner as to do as little Damage as may be to the same; and in case the said Company shall refuse or neglect to make or erect or to maintain such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as hereinbefore directed, or any of them, for the Space of Ten Days next after the Time to be appointed for those Purposes respectively by such Justices, it shall be lawful for the respective Owners or Occupiers of the said Lands, who shall find themselves aggrieved by such Neglect or Refusal, to make, or, as the Case may require, to repair and maintain and erect such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as the said Justices shall have before directed or appointed to be made or erected as aforesaid, so that in making, erecting, repairing, and maintaining such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid, the said Railway, or any of the Works authorized by this Act to be made or constructed by the said Company, shall not be obstructed or injured for any longer Space of Time or be injured in any other Manner than shall be unavoidably necessary for the doing thereof; and all the reasonable Costs and Charges thereof, to be settled and allowed by the said Justices, shall be repaid to the respective Owners or Occupiers of the said Lands who shall have so made and erected, repaired and maintained, such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid, by the said Company within the Space of Five Days next after the same shall have been so settled and allowed, and an Account and Demand in Writing shall have been delivered to and made from the said Company; and in default of Payment of the said Costs and Charges within the Time aforesaid, the said Justices are hereby required, by Warrant under their Hands and Seals, to

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levy the said Costs and Charges by Distress and Sale of any of the Goods and Chattels of the said Company, for the Use of the Party to whom such Costs and Charges shall have been allowed, rendering to the said Company the Overplus (if any), on Demand, after deducting the reasonable Charges of making such Distress and Sale, to be settled by the said Justices; and the said Owners or Occupiers, upon Refusal or Neglect by the said Company to pay the said Costs and Charges as aforesaid, shall and may also have such and the like Remedy against them for the Recovery thereof by Action at Law to be commenced and prosecuted in such Manner as in other Cases is by this Act directed: Provided always, that no Bridge or Arch shall be required to be erected or made, or shall be erected or made, over or under the said Railway or any Part thereof, at or in any Place or Manner at or in which the same would, if so made, prevent or obstruct the working or using of the said Railway.

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

CLXXXVIII. Provided always, and be it further enacted, That if any of the Owners or Occupiers of any Lands through which the said Railway shall be made shall at any Time apprehend that any of the Gates, Bridges, Arches, Hollows, Culverts, Ditches, Fences, Drains, or Passages which the said Justices shall have so directed or appointed to be made or erected by the said Company, are insufficient either in Number or Situation for the commodious Use and Occupation of the respective Lands through which the said Railway shall pass, it shall be lawful for any such Owner or Occupier, with the Consent of the said Company, upon Request made to them, or in case of their Refusal for the Space of Twenty Days next after such Request, then with the Consent of the said Justices, to make and erect, at the Costs and Charges of such Owners or Occupiers, any other Gates, Bridges, Arches, Hollows, Culverts, Ditches, Fences, Drains, or Passages, of the same or the like Construction or Form, with those made and erected by the said Company, in, upon, along, or near to the said Railway, in such Places as shall be found and adjudged most convenient for the better Use, Cultivation, Improvement, or Occupation of such Lands; and such Gates, Bridges, Arches, Hollows, Culverts, Ditches, Fences, Drains, and Passages shall thenceforth be repaired and maintained by and at the Expence of the respective Owners or Occupiers for the Time being of the respective Lands, the respective Owners or Occupiers of which shall have made or erected the same, so that the Passage to or upon the said Railway be not prevented or obstructed thereby for any longer Space of Time or in any other Manner than the same would necessarily have been if such Gates, Bridges, Arches, Hollows, Culverts, Ditches, Fences, Drains, and Passages had been made or erected by the said Company.

For fencing the Railway through private Lands.

CLXXXIX. And be it further enacted, That the said Company shall and they are hereby required, at their own Expence, after any Land shall have been taken for the Use of the said Railway and other Works, to separate the same, and to keep the same constantly separated, from the Lands adjoining to such Railway and other Works, with good and sufficient Posts, Rails, Hedges, Ditches, Mounds, or other Fences, in case the Owners of such Lands adjoining to such Railway and other Works, or any of them respectively, shall



at any Time desire the same to be fenced off, or in case the said Company shall think proper to fence off the same instead of erecting Gates across the same as aforesaid, and shall make and maintain all necessary Gates and Stiles in all such Fences to be made as aforesaid (all such Gates being made to open towards such Lands, and not towards the said Railway); and in every such Case the Powers, Provisions, Directions, and Regulations herein-before contained with respect to the Gates and other Works aforesaid shall extend and apply to the making and maintaining of such Fences, and the Gates and Stiles in such Fences, as fully and effectually to all Intents and Purposes as if such Powers, Provisions, Directions, and Regulations were here repeated and re-enacted with respect to such Fences, Gates, and Stiles.

CXC. And be it further enacted, That all Persons opening any Gate set up across or at the Side of the said Railway shall and they are hereby respectively required, as soon as the Carriage for the Passage of which the said Gate shall have been or shall be opened shall have passed through the same, to shut and fasten the said Gate; and every Person neglecting so to do shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

Gates to be shut after Carriages shall have passed through them.

CXCI. And be it further enacted, That the said Company shall and they are hereby required, at their own Expence, to make such Arches, Tunnels, Culverts, Drains, or other Passages over, under, or by the Side of the said Railway and the Fences on the Sides thereof respectively, of such Breadth, Depth, and Dimensions as shall be sufficient at all Times to convey the Water as clearly from the Lands or Grounds adjoining or lying near to the said Railway as before making the said Railway, without obstructing or impounding the same Water to the Prejudice of any of the said Lands or Grounds, and also to make proper Watering Places for Cattle in all Cases where, by means of the said Railway, the Cattle of any Person occupying Lands or Grounds adjacent thereto shall be deprived of as easy Access as before to their ancient Watering Place, and to supply the same at all Times with Water from such Rivers, Brooks, Streams, or Springs of Water as would have supplied the Cattle of such Person if the said Railway had not been made, or from any other Source or Feeder which can readily be obtained for that Purpose; and it shall be lawful for the said Company and they are hereby required from Time to Time to make such and so many Watercourses and Drains by the Side of, along, or under the said Railway, or in, through, over, and across any Lands or Grounds thereto adjoining, of such Dimensions and in such Manner, and with such proper and convenient Bridges over and Tunnels for the same respectively, as any Two or more Justices of the Peace for any of the Counties of *Lancaster*, *Chester*, or *Derby*, or the West Riding of the County of *York*, (as the Case may require,) shall from Time to Time judge necessary and appoint, in case there shall be any Dispute about the same, for the Purpose of conveying Water from such Rivers, Brooks, or Springs, or other Sources or Feeders, to the said Watering Places respectively; and all such Arches, Tunnels, Culverts, Watercourses, Drains, and other Passages shall from Time to Time be supported, maintained,

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



maintained, cleansed, and kept in good and sufficient Repair by the said Company; and if at any Time after Ten Days Notice in Writing shall be given by or on behalf of any Owner or Occupier of Land adjoining or lying near to the said Railway to the said Company, that the said Arches, Tunnels, Culverts, Drains, Watercourses, or other Passages, or any of them, are not made, or being made are not cleansed, maintained, and repaired according to the true Intent and Meaning of this Act, it shall be lawful for any Person to apply for an Order in Writing from any Two or more Justices of the Peace for any of the Counties of *Lancaster*, *Chester*, or *Derby*, or the West Riding of the County of *York*, as the Case may require, from Time to Time as often as there shall be Occasion, and the said Justices are hereby empowered at their Discretion to make and grant such Orders as aforesaid, enabling such Person to make or cleanse and repair such Arches, Tunnels, Culverts, Watercourses, Drains, and other Passages accordingly; and the reasonable Expences thereof, to be ascertained by such Justices, shall be defrayed by the said Company; and in case of Neglect or Refusal to satisfy and defray such Expences for the Space of Five Days after Demand thereof made upon the said Company, such Expences shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, in the same Manner as any other Costs and Charges may by virtue of this Act be levied and recovered upon or from the said Company.

Allowing the Owners of adjoining Lands to make Branches to communicate with Railway.

CXCII. And be it further enacted, That it shall be lawful for the Owners and Occupiers of the respective Lands, Tenements, or Hereditaments adjoining or lying near to the said Railway, and for all other Persons, to lay down, either upon their own Lands, or upon the Lands of any other Persons with the Consent of such other Persons, any Collateral Branches from their respective Lands, Tenements, or Hereditaments, to communicate with the said Railway; and the said Company shall be bound to make, at the Expence of such Owners and Occupiers and other Persons as aforesaid, Openings in the Ledges or Flanches of the said Railway for effecting such Communication, in such Places only where the said Communication can be made without Prejudice or Injury to the said Railway, and the said Company shall not be bound to make any such Openings in any Place or Places where they shall have erected, built, made, or set up any Building, Steam Engine Works, Machinery, or Yard, nor in any Place or Places which the said Company shall have appropriated or set apart for any specific Purpose, with which such Communication would interfere, nor upon any Inclined Plane, nor in any Tunnel; and in case any Disagreement or Difference shall arise between any such Owners and Occupiers, or other Persons, and the said Company, as to the proper Places for making any such Openings in the Ledges or Flanches of the said Railway for the Purpose of such Communication, then the same shall be left to the Decision of any Two or more Justices of the Peace for the County wherein the Place where such Communication shall be proposed to be made shall be situated, whose Determination shall be binding; and such Justices are hereby authorized and empowered to take cognizance of all such References, and to act therein accordingly; and the said Company shall not receive any



any Rate, Toll, or Sum for the passing of any Goods or other Things along such Branches so to be made by any such Owner, Occupier, or Person as aforesaid.

CXCIII. Provided always, and be it further enacted, That nothing herein contained shall extend to prevent any Owner of any Lands lying adjoining or near to the said Railway from making any Railway, common Road, Watercourse, Bridge, or Culvert to, from, across, over, or under the said Railway hereby authorized to be made by the said Company, and to use such first-mentioned Railway, common Road, Watercourse, Bridge, or Culvert for the Benefit of himself or herself, and of all other Person and Persons to whom he or she may from Time to Time give leave, so that such Railway, common Road, Watercourse, Bridge, and Culvert do no Injury to, and do not prevent the free Passage upon, the said Railway hereby authorized to be made by the said Company, and so as every such Railway, common Road, Watercourse, Bridge, and Culvert be made and erected under the Superintendence of the Engineer for the Time being of the said Company, and according to Plans, Sections, and Specifications to be submitted to and approved of by such Engineer previously to the commencing of every such Railway, common Road, Watercourse, Bridge, or Culvert respectively: Provided nevertheless, that in case any Damage or Obstruction shall be thereby done or occur to or in the said Railway or Works hereby authorized to be made by the said Company, the same shall be forthwith repaired or removed, as the Case may be, by and at the Expence of the respective Owners of the Land for whose Benefit any such other Railway, common Road, Watercourse, or Culvert may be made; and if the same shall not be forthwith done, it shall be lawful for the said Company to repair such Damage or to remove such Obstruction, and to recover the Expences attending the same, in case of Refusal or Neglect to pay the same within Fourteen Days after Demand thereof, by Distress and Sale of the Goods and Chattels of such respective Owners, or by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Roads, &c. may be made across the Railway by Owners of adjoining Lands.

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

Right of Owners and Occupiers to pass along the Railway to cease as soon as the Company have formed sufficient Bridges or Culverts and lateral Roads.

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herein-before contained, shall altogether cease, determine, and be at an End.

If Differences arise as to Number and Sufficiency of such Bridges, &c. Justices of the Peace empowered to determine the Matter in dispute.

CXCV. Provided also, and be it further enacted, That if at any Time or Times any Difference shall arise between the said Company and any such Owner as to the Number and Sufficiency of any such Bridges, Archways, Culverts, or Passages, Paths or Roads, it shall be lawful for any Two or more Justices of the Peace of the County, Riding, or Division wherein the Lands respecting the Bridges, Archways, Culverts, or Passages, Paths or Roads, of which such Difference shall have arisen, shall be situated, acting within their respective Jurisdictions, on the Complaint of any such Owner or Owners, and after hearing the said Parties and their respective Witnesses, to determine the Matter of the said Difference, and to award and direct the Number of Bridges, Archways, Culverts, or Passages, and the Length, Width, and Dimensions of the Paths and Roads, which the said Company ought to make for the Purposes aforesaid; and all such Bridges, Archways, Culverts, and Passages shall from Time to Time be supported, maintained, and kept in good and sufficient Repair by the said Company; and if at any Time after Ten Days Notice in Writing shall be given by or on behalf of any such Owner to the said Company, that the said Bridges, Archways, Culverts, and Passages, Paths and Roads, connecting or running through the Lands of such Owner as aforesaid, is or are not maintained and repaired according to the true Intent and Meaning of this Act, it shall be lawful for such Owner, or any Person acting on his Behalf, to apply for an Order in Writing from any Two or more of such Justices of the Peace, from Time to Time as often as there shall be Occasion, (and the said Justices are hereby authorized and empowered at their Discretion to make and grant such Orders as aforesaid,) enabling such Person to repair such Bridges, Archways, Culverts, and Passages, Paths or Roads accordingly; and the reasonable Expences thereof (to be ascertained by such Justices) shall be defrayed by the said Company; and in case of Neglect or Refusal to satisfy and defray such Expences for the Space of Ten Days after Demand thereof made upon the said Company, or upon their Clerk or Treasurer, such Expences shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company in the same Manner as any other Costs and Charges may by virtue of this Act be levied and recovered from the said Company; and it shall be lawful for the said Company to purchase and take Lands for the Purpose of making such Communications and lateral Roads in like Manner as in case of Land taken and used for other Purposes of this Act.

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

CXCVI. And be it further enacted, That every Person who shall open any Gate communicating with and giving Access to the said Railway from adjoining Lands shall and he is hereby directed to shut and fasten every such Gate as soon as he and the other Persons, Cattle, or other Animals or Things for the Passage of which such Gate was opened shall have passed through; and every Person neglecting so to do shall for every such Offence forfeit and pay any Sum not exceeding Forty Shillings, to be levied and recovered

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in like Manner as other Penalties and Forfeitures are by this Act directed to be levied and recovered; and One Moiety of every such Forfeiture shall be paid to the Informer, and the Remainder to the Poor of the Parish or Township in which the Offence shall be committed.

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

If Land not contracted for within Three Years, Power of purchasing to cease.

CXCVIII. Provided also, and be it further enacted, That in case the said Railway and Works shall not have been made and completed, unless prevented by inevitable Accident, within the Space of Seven Years, to be computed from the passing of this Act, then from and after the Expiration of the said Term of Seven Years all the Powers, Authorities, and Privileges given by this Act shall cease and determine, save only and except as to so much, if any, of the said Railway and Works as shall have been declared and certified to be completed within the said Term by the Justices of the Peace for either of the Counties of *Lancaster*, *Chester*, or *Derby*, or for the West Riding of the County of *York*, assembled at any General or Quarter Sessions of the Peace to be held in and for the Counties of *Lancaster*, *Chester*, or *Derby*, or for the West Riding of the County of *York* respectively, as the Case may be, at any Time before the Expiration of the said Term of Seven Years, or within Six Calendar Months next after the Expiration thereof, upon the Evidence of Two or more Witnesses, upon Oath or Affirmation, to be produced before such Justices for that Purpose.

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

CXCIX. Provided also, and be it further enacted, That if the said Railway, or any Part thereof, shall at any Time hereafter be abandoned or given up by the said Company, or, after the same shall have been completed, shall for the Space of Three Years cease to be used and employed as a Railway, then and in such Case the Lands, Tenements, and Hereditaments so purchased or taken by the said Company for the Purposes of this Act, or otherwise the Part or Parts thereof over which the said Railway or any Part or Portion of such Railway which shall be so abandoned or given up by the said Company shall pass, shall vest in the Owner or Owners of the Land adjoining that which shall be so abandoned or given up, in manner following; (that is to say,) One Moiety thereof in the Owner or Owners

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



Owners of the Land on the one Side, and the Remainder thereof in the Owner or Owners of the Land on the other Side thereof.

Declaring  
what shall  
be good Ser-  
vice of Notice  
on the Com-  
pany.

CC. And be it further enacted, That in all Cases in which it may be necessary for any Person or Corporation to serve any Summons or Demand, or any Notice, or any Writ, or other Proceeding at Law or in Equity, upon the said Company, Service thereof respectively upon any Two of the Directors of the said Company, or left at their last or usual Places of Abode, or upon the Clerk or Treasurer of the said Company, or left at the Office of such Clerk or Treasurer, or at his last or usual Place of Abode, or leaving a Copy or Copies thereof at the principal Office of the said Company, or in case the same respectively shall not be found or known, then Service upon any other Agent or Officer employed by the said Company, or left at his last or usual Place of Abode, shall be deemed good and sufficient Service of the same respectively on the said Company.

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

CCI. And be it further enacted, That in all Cases in which it may be necessary for the said Company to give any Notice to any Corporation or to any Person whomsoever, under the Provisions or Directions contained in this Act, such Notice shall or may be in Writing or in Print, or partly in Writing and partly in Print, and be signed by the Clerk for the Time being of the said Company, or by the Treasurer of the said Company, without being required to be under the Common Seal of the said Company; and such Notice shall be delivered to such Person, or left at his or her last or usual Place of Abode, or be delivered to some Member of such Corporation, or be left at his last or usual Place of Abode, or to some Clerk or other Officer of such Corporation, or be left at the Office of such Clerk or Officer, or at his last or usual Place of Abode, except in Cases in which any other Mode of giving such respective Notices is by this Act particularly directed.

For com-  
pelling Wit-  
nesses to  
attend.

CCII. And be it further enacted, That if any Person shall be summoned as a Witness to attend and give Evidence before any Justice of the Peace touching any Matter or Fact contained or involved in or affecting any Information or Complaint for any Offence committed against this Act, either on the Part of the Prosecutor or on the Part of the Party summoned or accused, shall refuse or neglect to appear at the Time and Place to be for that Purpose appointed, having been paid or tendered a reasonable Sum for his or her Costs and Expences, without a reasonable Excuse for his or her Refusal or Neglect, or appearing shall refuse to be examined upon Oath, or (in the Case of a Quaker, on solemn Affirmation,) to give Evidence before such Justice, then and in either of the said Cases every such Person shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

Directors,  
&c. empow-  
ered to grant  
Releases to  
Witnesses.

CCIII. And be it further enacted, That in all Actions, Suits at Law or in Equity, and in all Proceedings under this Act or otherwise, for any Claim or Compensation against or for or on behalf of the said Company, and also in all Proceedings commenced or instituted by or on behalf of the said Company, and in all Arbitrations, References,  
or



or other Proceedings in or consequent upon or arising out of any such Actions, Suits, or Proceedings, it shall be lawful for any Two or more of the Directors of the said Company, for and on behalf of the said Company, to make, sign, seal, execute, and deliver such general or other Releases as may be or may be deemed necessary for the Purpose of exonerating, releasing, and discharging any Person who shall or may be produced as a Witness in any such Action, Suit, Prosecution, Arbitration, Reference, or other Proceeding as aforesaid, from any Claim or Demand which may be necessary to be released by the said Company so as to qualify such Person to give Evidence as a Witness in any such Action, Suit, Prosecution, Arbitration, Reference, or other Proceeding aforesaid, and also to do, with the Approbation aforesaid, any other Act, Matter, or Thing in any such Action, Suit, Prosecution, Arbitration, Reference, or other Proceeding, which any Plaintiff or Defendant may do in any Action, Suit, or Prosecution, Arbitration, Reference, or other Proceeding; and every such Release, Act, Matter, and Thing shall be as valid and effectual in all Respects and to all Intents and Purposes whatsoever as if the same were made under the Seal of the said Company.

CCIV. And be it further enacted, That when and so often as any Money shall by any Justice of the Peace be ordered to be paid, in pursuance of this Act, as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage or Injury of any Nature or Kind soever done or committed by the said Company or by any Person acting by or under their Authority, and such Money shall not be paid by the said Company to the Parties entitled to receive the same within Twenty Days after Demand in Writing shall have been made from the said Company in pursuance of the Direction or Order made by such Justice, and in which Demand the Order of such Justice shall be stated, then and in such Case the Amount of such Compensation or Satisfaction shall and may be levied and recovered by Distress and Sale of the Goods and Chattels vested in the said Company by virtue of this Act, or of the Goods and Chattels of their Treasurer for the Time being, under a Warrant to be issued for that Purpose by such Justice (which Warrant any such Justice is hereby authroized and required to grant under his Hand and Seal, on Application made to him for that Purpose by the Party entitled to receive such Money); and in case any Overplus shall remain after Payment of such Money, and the Costs and Expences of hearing and determining the Matter in dispute, and also the Costs and Expences of such Distress and Sale, then and in such Case such Overplus shall be returned, on Demand, to the Treasurer of the said Company, for the Use of the said Company, or of their Treasurer for the Time being (as the Case may require): Provided always, that it shall be lawful for such Treasurer to retain, out of any Money which he shall have received or shall receive in pursuance of this Act, all such Damages, Costs, Charges, and Expences as he shall have sustained or have been put unto by virtue of any such Warrant as aforesaid.

In case of Nonpayment of Compensation for Damages, &c. the same may be levied by Distress of the Goods of the Company or of their Treasurer.

CCV. And be it further enacted, That all Penalties and Forfeitures inflicted or imposed by this Act, or by virtue of any Bye Law. Rule,  
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Recovery and Application of Penalties.  
or



or Order made in pursuance thereof, (the manner of levying and recovering whereof is not otherwise herein particularly directed,) may, in case of Nonpayment thereof, be recovered in a summary Way by the Order and Adjudication of some Two or more Justices of the Peace for the County, Riding or Place in which the Offence shall be committed, on Complaint to them for that Purpose made, and afterwards be levied (as well as the Costs, if any, of such Proceeding, on Nonpayment,) by Distress and Sale of the Goods and Chattels of the respective Offenders or Persons liable to pay the same, by Warrant under the Hands and Seals of such Justices; and the Overplus (if any) of the Money so raised or recovered, after discharging such Penalty or Forfeiture, and the Costs and Expences as aforesaid, shall be returned, on Demand, to the Party or Parties whose Goods and Chattels shall be so distrained; all which Penalties and Forfeitures, not herein directed to be otherwise applied, shall be paid One Moiety to the Informer, and the Remainder to the Treasurer of the said Company for the Use of the said Company, unless such Penalties or Forfeitures shall be incurred by the said Company, in which Case the same shall be paid One Moiety to the Informer, and the Remainder to the Overseers of the Poor of the Parish or Place within which the Offence shall be committed, to be applied by such Overseers for the Benefit of the Poor of such Parish or Place; and in case such Penalties and Forfeitures shall not be forthwith paid, it shall be lawful for such Justices and they are hereby required to order the Offender or Offenders so convicted to be detained in safe Custody until Return can conveniently be made to such Warrant of Distress, unless such Offender or Offenders shall give sufficient Security to the Satisfaction of such Justices for his, her, or their Appearance before such Justices, or before some other Justices of the Peace having Jurisdiction, at such Time as shall be appointed for the Return of such Warrant of Distress (such Time not being more than Ten Days from the taking of such Security, and which Security any of the said Justices are hereby empowered to take by way of Recognizance or otherwise); but if upon the Return of such Warrant it shall appear that no sufficient Distress could be had whereupon to levy the said Penalties or Forfeitures and such Costs as aforesaid, and the same shall not be forthwith paid, or in case it shall appear to the Satisfaction of such Justices, upon the Confession of the Offender or Offenders, or otherwise, that he, she, or they hath not or have not sufficient Goods and Chattels whereupon such Penalties, Forfeiture, Costs, and Expences could be levied if a Warrant of Distress should be issued, such Justices shall not be required to issue such Warrant of Distress; but in such Case it shall be lawful for such Justices and they are hereby required, by Warrant under their Hands and Seals, to commit such Offender or Offenders to some Common Gaol or House of Correction for the County, Riding, or Place within their Jurisdiction, there to remain for any Time not exceeding Three Calendar Months, or until such Penalty or Forfeiture shall be sooner paid and satisfied, together with all the Costs and Charges attending such Proceedings as aforesaid, to be ascertained by such Justices, or until such Offender or Offenders shall be otherwise discharged by due Course of Law.

CCVI. And



CCVI. And be it further enacted, That in all Cases wherein Damages or Charges are by this Act directed or authorized to be paid, and the Manner of ascertaining the Amount thereof is not specified or provided for, such Amount, in case of Nonpayment thereof or of any Dispute respecting the same, shall be ascertained and determined by some Two or more Justices of the Peace, and where by this Act any Damages or Charges are directed to be paid in addition to any Penalty for any Offence, the Amount of such Damages and Charges, in case of Nonpayment thereof or of any Dispute respecting the same, shall be settled and determined by the Justices by or before whom any Offender shall be convicted of such Offence; and such Justices respectively are hereby authorized and required, on Nonpayment of the Damages in any of the Cases aforesaid, to levy such Damages and Charges by Distress and Sale of the Offender's Goods and Chattels in manner by this Act directed for the levying of any Penalties or Forfeitures.

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

CCVII. And be it further enacted, That in all Cases in which by this Act any Penalty or Forfeiture is made recoverable by Information before a Justice of the Peace, it shall be lawful for the Justice of the Peace before whom Complaint shall be made for any Offence committed against this Act to summon before him the Party complained against, and on such Summons to hear and determine the Matter of such Complaint, and on Proof of the Offence to convict the Offender, and to adjudge him or her to pay the Penalty or Forfeiture incurred, and to proceed in the Recovery of the same, although no Information in Writing shall have been exhibited before such Justice; and all such Proceedings by Summons without Information in Writing, shall be as good, valid, and effectual, to all Intents and Purposes, as if an Information in Writing had been exhibited.

Justices may proceed by Summons for the Recovery of Penalties.

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

For securing Offenders whose Names, and Places of Abode are unknown.

CCIX. And be it further enacted, That all Justices of the Peace before whom any Person shall be informed against or convicted of or in respect of any Offence against this Act may cause the Information (whenever an Information shall be taken in Writing or in Print) and the Conviction respectively to be drawn up according to the following Forms, or any other Form or Forms to the same Effect, as the Case may require; (that is to say,)

Forms of Information and Conviction.



Form of Information.

BE it remembered, That on the \_\_\_\_\_ Day  
 to wit. } of \_\_\_\_\_ A.B. of \_\_\_\_\_  
 informeth me C.D., one of His Majesty's Justices of the Peace  
 for \_\_\_\_\_ that  
 of \_\_\_\_\_ [here describe the Offence, and the  
 Time and Place when and where committed], contrary to an Act  
 passed in the First and Second Year of the Reign of His Majesty  
 King William the Fourth, intituled [insert the Title of this Act],  
 which hath imposed a Forfeiture of \_\_\_\_\_ for the said  
 Offence.  
 Taken the \_\_\_\_\_ Day of \_\_\_\_\_ before  
 me C.D.'

Form of Conviction.

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

Distress not unlawful for Want of Form.

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

Persons aggrieved may appeal to the Quarter Sessions.

CCXI. And be it further enacted, That all Bodies Corporate and Persons who may think themselves aggrieved by any Order or Judgment made or given in pursuance of any Bye Law, Rule, or Order of the said Company or of the said Directors, and the said Company and all other Bodies Corporate and Persons who may think themselves aggrieved by any Order, Judgment, or Determination of any Justice of the Peace relating to any Matter or Thing in this Act mentioned or contained, and for which no Power of Appeal is by this Act specifically given, may, within Four Calendar Months next after such Order, Judgment, or Determination shall have been made or given, appeal to the Justices of the Peace at any General or Quarter Sessions to be held for the County, Riding, or Place where the alleged Cause of Appeal shall arise, first giving Fourteen Days Notice in Writing of such Intention to appeal, and of the Grounds and Nature thereof, to the Party against whom such Complaint is intended to be made, or to the said Company (as the Case may be), and forthwith after such Notice entering into Recognizance before some Justice of the Peace, with Two sufficient Sureties, conditioned to try such Appeal, and



and abide the Order and Award of the said Court thereon; and the said Justices shall, in a summary Way, either hear and determine the said Complaint at such General or Quarter Sessions, or if they think proper may adjourn the hearing thereof to the following General or Quarter Sessions of the Peace to be held for such County, Riding, or Place; and the said Justices may, if they see Cause, mitigate any Penalty or Forfeiture, and may order any Money to be returned which shall have been levied in pursuance of such Bye Law, Rule, Order, or Determination, and may also order any such further Satisfaction to be made to the Party injured as they shall judge reasonable, and may also order such Costs to be paid to the Party aggrieved by the Party aggressing, as they shall think reasonable.

CCXII. And be it further enacted, That in all Cases of Prosecution for Offences against the Bye Laws, Rules, or Orders of the said Company, the Production of a written or printed Paper purporting to be the Bye Laws, Rules, or Orders of the said Company, and authenticated by having the Common Seal of the Company affixed thereto, shall be Evidence of the Existence of such Bye Laws, Rules, or Orders; and it shall be sufficient to prove that a Board painted according to the Directions of this Act, purporting to be a Copy of such Bye Laws, Rules, or Orders, hath been affixed and published in manner by this Act directed, and in case of its being afterwards displaced or damaged hath been replaced by another such Board as soon as conveniently might be, unless Proof shall be adduced by the Defendant that such Board is not a Copy of such Bye Laws, Rules, or Orders, or hath not been duly affixed and generally continued in manner by this Act directed.

Authent-  
icated Bye  
Laws to be  
Evidence:

CCXIII. And be it further enacted, That no Proceeding to be had and taken in pursuance of this Act shall be quashed or vacated for Want of Form, or be removed by Certiorari, or by any other Writ or Process whatsoever, into any of His Majesty's Courts of Record at *Westminster* or elsewhere.

Proceedings  
not to be  
quashed for  
Want of  
Form:

CCXIV. And be it further enacted, That no Action, Suit, or Information, nor any other Proceedings of what Nature soever, shall be brought, commenced, or prosecuted against any Person for any thing done or omitted to be done in pursuance of this Act, or in the Execution of the Powers or Authorities or any of the Orders made, given, or directed in, by, or under this Act, unless Ten Days previous Notice in Writing shall be given by the Party intending to commence and prosecute such Action, Suit, Information, or other Proceeding, to the intended Defendant or Defendants, nor unless such Action, Suit, Information, or other Proceeding shall be brought or commenced within Six Calendar Months next after the Act committed, or in case there shall be a Continuation of Damage, then within Six Calendar Months next after the doing or committing such Damage shall have ceased, nor unless such Action, Suit, Information, or Proceeding shall be laid and brought in the County, Riding, or Place within which the Matter in dispute or Cause of Action shall have arisen; and the Defendant or Defendants in such Action, Suit, Information, or Proceeding may plead the General Issue, and give this Act and the

Limitation of  
Actions.

[*Local.*]

13 G

special



special Matter in Evidence at any Trial to be had thereupon; and that the Acts were done or were omitted to be done (as the Case may be) in pursuance or by the Authority of this Act; and if they shall appear to have been so done or to have been so omitted to be done, or that such Action, Suit, Information, or Proceeding shall have been brought otherwise than as herein-before directed, then and in every such Case the Jury shall find for the Defendant or Defendants; and upon such Verdict, or if the Plaintiff or Plaintiffs shall become nonsuited, or shall suffer a Discontinuance of his, her, or their Action, Suit, Information, or Proceeding, after the Defendant or Defendants shall have appeared thereto, or if a Verdict shall pass against the Plaintiff or Plaintiffs therein, or if upon Demurrer or otherwise Judgment shall be given against the Plaintiff or Plaintiffs, the Defendant or Defendants shall have his, her, or their Costs, and shall have such Remedy for recovering the same as Defendants have for recovering Costs of Suit by Law in any other Cases.

Plaintiff not  
to recover  
after Tender  
of Amends.

CCXV. Provided also, and be it further enacted, That no Plaintiff shall recover in any Action for any Irregularity, Trespass, or other wrongful Proceeding made or committed in the Execution of this Act, if Tender of sufficient Amends shall have been made by or on behalf of the Party who shall have committed such Irregularity, Trespass, or other wrongful Proceeding, before such Action brought; and in case no Tender shall have been made, it shall be lawful for the Defendant in any such Action, by Leave of the Court where such Action shall depend, at any Time before Issue joined, to pay into Court such Sum of Money as he or she shall think fit, whereupon such Proceedings, Order, and Adjudication shall be had and made in and by such Court as in other Actions where Defendants are allowed to pay Money into Court.

General  
Power to  
Justices to  
administer  
Oaths.

CCXVI. And be it further enacted, That in all Cases where any Justice of the Peace is authorized by this Act to examine any Person, or to take cognizance of or to hear or determine any Matter or Complaint, it shall be lawful for such Justice and he is hereby required to administer an Oath to or to receive the Affirmation of any Person before he or she shall be examined by or before such Justice.

Act not to  
prejudice  
Rights of  
Commissioners of  
Manchester  
Police, nor of  
Directors of  
Manchester  
Gas Works.  
5 G. 4. c. 133.

9 G. 4. c. 117.

11 G. 4. c. 47.

CCXVII. Provided always, and be it further enacted, That nothing in this Act contained shall extend, or be deemed or construed to extend, to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the Commissioners, Directors, or others acting in execution of the Four several Acts following, or any of them, by virtue of all or any of the same Acts; *videlicet*, an Act passed in the Fifth Year of the Reign of His Majesty King George the Fourth, intituled *An Act for better lighting with Gas the Town of Manchester in the County Palatine of Lancaster*; an Act passed in the Ninth Year of the Reign of His said Majesty, intituled *An Act to amend several Acts for cleansing, lighting, watching, improving, and regulating the Towns of Manchester and Salford in the County Palatine of Lancaster*; an Act passed in the Eleventh Year of the Reign of His said Majesty, intituled *An Act to amend several Acts for supplying the Town of Manchester with Gas, and for regulating*



*regulating and improving the same Town*; and an Act passed in the First Year of the Reign of His present Majesty King *William* the Fourth, intituled *An Act to authorize the raising of further Monies for supplying the Town of Manchester with Gas*, relative to or in anywise connected with the Gas Works of and belonging to the Town of *Manchester* aforesaid, and the Main Pipes, Service Pipes, and Branch Pipes of and belonging to such Works, as the said Works and Pipes now exist or may hereafter exist previously to the making of the said Railway through the said Town of *Manchester*. 1 W. 4. c. 16.

CCXVIII. And be it further enacted, That the said Commissioners and Directors, and any other Person or Persons on their Behalf, shall at all Times have free and uninterrupted Access to all or any of their Main Pipes, Service Pipes, and Branch Pipes now laid, or which may hereafter be laid within or belonging to the said Town of *Manchester* previously to the making of the said Railway through the said Town of *Manchester*; and that in case by the making the said Railway or any of the Works thereof, it shall become necessary for the said Company to interfere with or disturb any of the said Pipes or any other of the present or future and then existing Works of the said Commissioners and Directors, then and in every such Case the said Company shall give or cause to be given Notice in Writing, to be left at the Office of the Comptroller at the Town Hall in *Manchester* aforesaid, in manner following; (that is to say,) One Calendar Month's Notice before they interfere with or disturb any Main Pipe, Seven Days Notice before they interfere with or disturb any Street or Service Pipe, and Forty-eight Hours Notice before they interfere with or disturb any Branch Pipe for supplying Lamps, Houses, Shops, Warehouses, Offices, or other Buildings, either of a public or private Description, in order that full Time and Opportunity may be afforded to the said Commissioners and Directors to alter, raise, take up, remove, relay, or repair such of their said Pipes and Works as may be necessary for forming the said Railway and Works as aforesaid; and the said Gas Pipes and Works and every of them shall then be altered, raised, removed, taken up, or relaid by the said Commissioners and Directors as may be necessary for the Purposes of the said Railway and Works; and if in the Discretion of the said Commissioners and Directors, or either of them, it shall be necessary to substitute new Gas Pipes or Works in lieu of those removed for the Purposes of the said Railway and Works as aforesaid, the said Commissioners and Directors may and they are hereby respectively authorized so to do; and the Costs and Charges of and attending the altering, raising, taking up, removing, relaying, or repairing such of the said Gas Pipes and Works as may be necessary to be altered, raised, removed, taken up, or relaid for the Purposes of the said Railway and Works, and of substituting any such new Gas Pipes or Works as may be found necessary to be substituted as aforesaid, shall be borne by the said Company, and by them paid to the said Commissioners or Directors, on Demand thereof made to the said Company, or any Clerk or other Officer thereof; and if there shall be any Dispute between the said Commissioners or Directors and the said Company touching the said Costs and Charges, or any of them, the same shall from Time to Time be ascertained and settled by any Justice

Commissioners and Directors to have free Access to Gas Pipes;

Alterations therein required for Railway to be done by Commissioners or Directors, on Notice.



Justice of the Peace for the said County of *Lancaster*, upon the Application of either Party ; and in case the Amount to be so settled and ascertained 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 as aforesaid, the same shall and may be levied and recovered by Distress and Sale of the Goods of the said Company, by Warrant under the Hand and Seal of any such Justice as aforesaid, rendering the Overplus, (if any,) on Demand, after deducting the Costs and Charges of and attending such Distress and Sale, to the said Company ; or the same may be recovered from the said Company by the said Commissioners or Directors as any other Debt or Demand may be recoverable against the said Company, and the Signature of the said Justice to the Amount so by him ascertained and settled as aforesaid shall be conclusive Evidence of such Debt or Demand ; and in case the said Commissioners and Directors shall not, within a reasonable Time after Notice to be given as aforesaid, alter, raise, take up, remove, relay, or repair such of their said Pipes and Works as may be necessary to be altered, raised, taken up, relaid, or repaired as aforesaid, then and in every such Case the said Company may do so ; and further, in case any Injury or Damage shall be done to any of the said Gas Pipes, or any other of the present or future and then existing Works or Property of the said Commissioners or Directors, or either of them, by taking up, altering, relaying, or removing any of such Gas Pipes or Works as last aforesaid, then and in every such Case the Expence of making good such Injury and Damage shall be borne and paid by the said Company, to be ascertained, settled, and recovered in the Manner herein directed with respect to the Costs and Charges of and attending the altering, raising, taking up, removing, relaying, or substituting any of the said Gas Pipes and Works as aforesaid.

For protect-  
ing Gas  
Pipes where  
crossed by  
Railway.

CCXIX. And be it further enacted, That in every Case where the said Railway and Works, or any Part thereof, shall cross any of the said present or future and then existing Gas Pipes and Works of the said Commissioners and Directors, or either of them, within or belonging to the said Town of *Manchester*, the said Company shall, at their own proper Costs and Charges, previous to the Formation of such Railway, make good and substantial Arches or Culverts of Brick or Stone over such of the said Pipes as may be crossed as aforesaid, and every of them, the better to enable the said Commissioners and Directors, and each of them, 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 internal Height of Four Feet at the least, and of the internal Breadth of Four Feet at the least ; and the said Company, at the like Costs and Charges, shall, for ever after the making of the said Arches or Culverts, keep the same in good and substantial Repair ; and in the Event of the said Company failing to make and afterwards to maintain such good and substantial Arches or Culverts as aforesaid, it shall and may be lawful for the said Commissioners or Directors, or either of them, so to do ; but the Costs and Charges thereof shall nevertheless be borne and paid by the said Company, to be ascertained and settled in case of  
Dispute,



Dispute, and to be recovered, in the Manner herein directed with respect to the Costs and Charges of and attending the altering, raising, taking up, removing, relaying, or substituting any of the said Gas Pipes and Works as aforesaid.

CCXX. Provided always, and be it further enacted, That nothing in this Act contained shall extend, or be deemed or construed to extend, to authorize or enable the said Company hereby incorporated to take or enter upon any of the Lands or Grounds belonging to the said *Liverpool and Manchester Railway Company*, nor to alter or vary or interfere with the said *Liverpool and Manchester Railway*, or with any of the Works thereof, further or otherwise than is hereby expressly authorized, without the Consent in Writing of the said *Liverpool and Manchester Railway Company* in every Instance for that Purpose first had and obtained.

Company not to interfere with Lands, &c. of the *Liverpool and Manchester Railway Company*, except as expressly authorized by this Act.

CCXXI. Provided always, and be it further enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the *Liverpool and Manchester Railway* in and by an Act passed in the Seventh Year of the Reign of His late Majesty King George the Fourth, intituled *An Act for making and maintaining a Railway or Tramroad from the Town of Liverpool to the Town of Manchester, with certain Branches therefrom, all in the County of Lancaster*; and also in and by another Act passed in the Seventh and Eighth Years of the Reign of His said late Majesty, intituled *An Act for amending and enlarging the Powers and Provisions of an Act relating to the Liverpool and Manchester Railway*; and also in and by another Act passed in the Ninth Year of the Reign of His said late Majesty, intituled *An Act to enable the Company of Proprietors of the Liverpool and Manchester Railway to alter the Line of the said Railway, and for amending and enlarging the Powers and Provisions of the several Acts relating thereto*; and also in and by another Act passed in the Tenth Year of the Reign of His said late Majesty, intituled *An Act for enabling the Liverpool and Manchester Railway Company to make an Alteration in the Line of the said Railway, and for amending and enlarging the Powers and Provisions of the several Acts relating thereto*; but saving and reserving all such several and respective Rights, Privileges, and Franchises, and also saving and reserving all such Powers, Authorities, and Provisions, in the said Acts respectively contained, as if this Act had not been passed.

Saving Rights of the *Liverpool and Manchester Railway Company*. 7 G. 4. c. 49.

7 & 8 G. 4. c. 21.

9 G. 4. c. 7.

10 G. 4. c. 35.

CCXXII. Provided always, and be it further enacted, That nothing in this Act contained shall exempt or be construed to exempt the said Company or any other Person or Persons from any Liability for public Nuisances occasioned by Steam Engines or other Machinery used upon the said Railway, which may impede, obstruct, or endanger the safe travelling of Passengers passing along Turnpike Roads or Highways.

Company and others not exempt from Liability for public Nuisances.

CCXXIII. And be it further enacted, That wherever in this Act any Word or Words is or are used or employed importing the

[Local.]

13 H

Singular

Rules for Construction of certain Terms of Act.



Singular Number or the Masculine Gender only, such Word or Words shall extend to and shall be construed to include several Acts, Matters, and Things of the same kind, contemporary, consecutive, or repeated, as well as one Act, Matter, or Thing, and several or various Times as well as one Time, and several Persons as well as one Person, and Females as well as Males, and a Body or Bodies Politic, Corporate, or Collegiate, Corporation or Corporations Aggregate or Sole, as well as Individuals, unless it be otherwise specially directed or provided for.

Public Act.

CCXXIV. And be it further enacted, That this Act shall be deemed a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others, without being specially pleaded.



## The SCHEDULE referred to in the foregoing Act:

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
COUNTY PALATINE OF LANCASTER.				
<i>Parish of Manchester, Township of Manchester.</i>				
	John Henry Heron -	- - - -	George Brown -	House, Gardens and
	Company of Proprietors of the Liverpool and Manchester Railway.	- - - -	Themselves -	Dye-works, Timber Yard.
<i>Parish of Manchester, Township of Hulme.</i>				
	Trustees of the late Duke of Bridgewater.	- - - -	Themselves -	River Medlock. Field.
	Trustees of the late Duke of Bridgewater.	- - - -	Themselves -	Canal and Towing Path.
	- - - -	- - - -	- - - -	Street and public Road to Altringham.
	- - - -	- - - -	- - - -	Prime Street.
	George Southam	- - - -	Philip Gans -	Building Land.
	Elizabeth Yerley	John Allcroft	John Wardle -	Public House.
	Elizabeth Yerley	John Allcroft	William Renshaw -	House.
	Elizabeth Yerley	John Allcroft	George King -	House.
	- - - -	- - - -	- - - -	Passage.
	Jonathan Openshaw -	- - - -	Alexander Swinney -	} Two Houses.
	John Booth -	- - - -	John Hutton -	
	George Barber -	- - - -	James Bottomley -	House.
	John Froggat -	- - - -	Samuel Bennett -	House.
	John Walley -	- - - -	Thomas Bennett -	House.
	George Barber -	- - - -	Himself -	House.
	Matthew Corbett -	- - - -	James Bottomley -	House.
	- - - -	- - - -	John Campbell -	} Public House and Two Cottages.
	- - - -	- - - -	Elizabeth Broughton -	
	George Southam -	- - - -	Thomas Stott -	} Factory.
	- - - -	- - - -	Philip Gans -	
	Samuel Horrocks -	- - - -	- - - -	Silver Street.
	- - - -	- - - -	Thomas Ash -	} Cottages.
	- - - -	- - - -	Robert Hatfield -	
	- - - -	- - - -	Robert Stanney -	
	- - - -	- - - -	James Renshaw -	
	- - - -	- - - -	Robert Roberts -	
	- - - -	- - - -	John Jones -	
	- - - -	- - - -	John Burgess -	
	- - - -	- - - -	Samuel Fallows -	
	- - - -	- - - -	Thomas Warburton -	
	- - - -	- - - -	Samuel Parker -	
	- - - -	- - - -	William Watson -	
	Samuel Horrocks -	- - - -	Susan Taylor -	}
	- - - -	- - - -	Mary Gittens -	







No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	Executors or Devisees of the late James De la Pryme.	- - - -	Thomas Wilson John Perceval John Bramhall John Walley and Thomas Curtis	} Gardens.
	- - - -	- - - -	- - - -	Lane called Jackson's Lane.
	Wilbraham Esq. Egerton	- - - -	John Geary Isaac Worthington Robert Pearce Henry Fisher	} Gardens.
	Wilbraham Esq. Egerton	- - - -	John Geary	Farmhouse, Buildings, and Yard.
	- - - -	- - - -	- - - -	Occupation Road.
<i>Township of Moss Side.</i>				
	Samuel Bradshaw	- - - -	Thomas Brown	Yard and Buildings.
	George Lloyd Esq.	- - - -	- - - -	Occupation Road.
	George Lloyd Esq.	- - - -	- - - -	Occupation Lane.
	George Lloyd Esq.	- - - -	- - - -	Occupation Road.
	George Lloyd Esq.	- - - -	John Heywood and Thomas Banks	} House and Garden
	George Lloyd Esq.	- - - -	- - - -	Occupation Road.
<i>Township of Withington.</i>				
	George Lloyd Esq.	- - - -	- - - -	Occupation Road.
	Wilbraham Esq. Egerton	- - - -	- - - -	Lane.
	Wilbraham Esq. Egerton	John Mee - -	John Mee - -	Farm Yard and Orchard.
	Wilbraham Esq. Egerton	John Mee - -	John Mee - -	Garden.
	Wilbraham Esq. Egerton	- - - -	- - - -	Occupation Lane.
	Wilbraham Esq. Egerton	- - - -	Wilbraham Esq. Egerton	Plantation.
	Wilbraham Esq. Egerton	- - - -	- - - -	Occupation Road.
	- - - -	- - - -	- - - -	Turnpike Road to Didsbury, &c.
	- - - -	- - - -	- - - -	A Lane called Ladybarn Lane.
	- - - -	- - - -	- - - -	Bye Lane or Occupation Road.
	- - - -	- - - -	- - - -	Occupation Road.
	Wilbraham Esq. Egerton	- - - -	- - - -	Occupation Road.
<i>Township of Burnage.</i>				
	- - - -	- - - -	- - - -	Occupation Road.
	Ralph Jepson	- - - -	Ralph Jepson Thomas Walker & Aaron Jackson	} Cottages & Gardens.
	- - - -	- - - -	- - - -	Lane.
	Elizabeth Caistor	- - - -	Elizabeth Caistor	House, Farm Buildings, Garden, &c.
	John Taylor	- - - -	William Rowlinson	Garden.
	- - - -	- - - -	- - - -	Lane.



No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
<i>Township of Heaton Norris.</i>				
	Samuel Rudd	- - -	John Taylor and Jonathan Beesley.	Public House, Field, and Cottage.
	James Miller	- - -	James and Joseph Miller.	Cottage and Gardens.
	John Thorniley	- - -	Mary Thorniley	Brick Yard and Field.
	- - -	- - -	- - -	Occupation Road.
	- - -	- - -	- - -	Road, or Heaton Lane.
	Wilbraham Egerton Esq.	Robert Parker and Samuel Stocks.	John Turner Thomas Adkinson Henry Hulme David Collier Joseph Bancroft Joseph Wainwright John Wainwright Samuel Scale William Scale William Hulme Joseph Dutton John Corbishley Lawrence Barratt Thomas Wallworth John Parkinson Christopher Kenyon	} Gardens.
	Robert Parker	Samuel Stocks	- - -	
	Wilbraham Egerton Esq.	- - -	- - -	
	Wilbraham Egerton Esq.	- - -	Thomas Bardsley	
	Wilbraham Egerton Esq.	- - -	Edward Brown	
	- - -	- - -	- - -	
	Wilbraham Egerton Esq.	- - -	John Taylor, Tenant, and re-lets to John Barlow.	
	Wilbraham Egerton Esq.	- - -	William Frost, Tenant, and re-lets to Henry Haywood.	
	Wilbraham Egerton Esq.	- - -	William Frost, Tenant, and re-lets to Randle Hospich, Thomas Collier, Jas <sup>s</sup> Pearson, and Thomas Oldham. One he occupies himself.	
	- - -	- - -	- - -	
	Charles Axon	- - -	Charles Axon	A Road called Brinksway Lane. Factory Yard. A Road called Heaton Lane.
	John Pownall Webb	- - -	Hannah Smith Diana Morris John Welland John Redfern Peter Robinson John Graham Charles Leigh Betty Boothroyd	} Houses & Gardens. } Cottages and Gardens.
	Peter Robinson	- - -	- - -	



No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	Peter Robinson -	- - - -	William Barber - Hannah Mottram - James Shaw - Ann Horsfield - William Harrison - Richard Harris - Thomas Bonsell - John Mather -	Cottages & Gardens.
	- - - -	- - - -	- - - -	Turnpike Road to Manchester, called Wellington Road.
	Trustees for Mount Tabor Sunday School.	- - - -	Themselves -	Vacant Ground.
	Edward Potts -	- - - -	Himself -	Back Yards.
	William Acton, Okell Whitely, William Vaughan, Thomas Broadhurst.	- - - -	Themselves -	Stone Yard.
	- - - -	- - - -	- - - -	Great Egerton Street.
	Isaac Sharp -	- - - -	John Clews -	Public House and Yard.
	William Smith, Trustee for the late Richard Etchells.	- - - -	Bernard Gibbons - Robert Johnson - Thomas Allen - Ralph Seddom - John Whittle - Samuel Ratcliffe - Hannah Lucas - Samuel Bradshaw - James Hatton - George Shawcrosse - Mary Ann Bradshaw -	Cottages, Cellars, and Yard.
	William Smith, Trustee for the late Richard Etchells.	- - - -	Mary Ann Bradshaw - Void -	Vacant Land.
	John Sowerby -	- - - -	John Bostock - Daniel Rose - Henry Slack - John Sowerby - Margaret Chalenger -	Cottages & Cellars.
	John Oldham -	- - - -	Edward Parry - John Yates - Ralph Maydew - Henry Slack - Samuel Webb - Richard Clough - William Beckett -	Cottages & Cellars.
	George Goyt -	- - - -	One empty - Edward Wall - John Goyt - Robert Harrison - Thomas Bibby - Thomas Manwaring - Joseph Hulme - Henry Kirkman - George Benning - William Whittle - John Tooler - John Rowcroft - Charles Meachum - George Crowther -	Cottages and Cellars, and Shop.



No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	George Goyt	- - - -	James Kirkman Sarah Benson One empty	Cottages and Cellars, and Shop.
	- - - -	- - - -	- - - -	High Street.
	William Smith	- - - -	William Smith	Street, not named.
	Coronation Building Society.	- - - -	Void	Sizeing Shop and vacant Land.
	- - - -	- - - -	- - - -	Foundry.
	William Crowther	- - - -	- - - -	Street, not named.
	Joseph Higham	- - - -	Void	Vacant Land.
	Margaret Newton	- - - -	John Hallmark Margaret Newton Dorothy Rains James Greener Daniel Rose Thomas Towers James Oliver Betty Andrew David Munrow John Wallace Peter Rainer Mary Orme Benjamin Halfyard John Jebson Samuel Rowland Luke Riley Thomas Parsonage John Lockwood Martha Cookson Cyntha Wood Ralph Seddon William Calderbank Sarah Bullock Mary Wagstaffe John Jones Six empty	Houses, Rooms, and Cellars.
	- - - -	- - - -	Betty Slates	
	Betty Slates	- - - -	Betty Slates	
	- - - -	- - - -	- - - -	
	Wilbraham Egerton Esq.	Hannah Smith	Ralph Orrel	
	Trustees of High Street Chapel.	- - - -	James Brookshaw and Thomas Hadfield John Price Thomas Warhurst Moses English Caleb Warhurst Ralph Orrel	
	Wilbraham Egerton Esq.	Hannah Smith	- - - -	
	John Thornily	- - - -	Annas Swindells	
	John Garside	- - - -	- - - -	
	John Blinkhorn	- - - -	Themselves	
	Nancy Higson and William Higson.	- - - -	- - - -	
	- - - -	- - - -	- - - -	
	John Bristol and John Wright.	- - - -	John Bristol and Jervis Thorgoland	
	Thomas William Tatton Esq.	James Lawton	Martha Marsh James Johnson Ellen Partington	



No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	Thomas William Tatton Esq.	- - - -	Rev <sup>d</sup> Edw <sup>d</sup> Howell, Joseph Hatfield, and Joseph Bennison	} School, Coach-house, & Carpenter's Shop. Street called Manchester Road.
	John Bentley	- - - -	Unoccupied	
	John Bentley	- - - -	Sarah Bentley James Platt John Appleton Benjamin Siddall Mary Bagshaw One empty	} Cottages and Gardens.
	John Bentley	- - - -	Sarah Bentley Joseph Goddard	
	Trustees of Independent Chapel.	- - - -	- - - -	} House and Cottage. Chapel and Yard.
	William Nicholson Esq.	- - - -	Robert Longson	
	- - - -	- - - -	- - - -	Garden. River Tame.

## COUNTY PALATINE OF CHESTER.

*Parish of Stockport, Township of Brinnington.*

- - - -	- - - -	- - - -	- - - -	River Tame.
James Harrison	- - - -	- - - -	John Howard	Feeder.
James Harrison	- - - -	- - - -	John Howard	Garden and Gas House.
James Harrison	- - - -	- - - -	John Howard	Occupation Road.
James Harrison	- - - -	- - - -	John Howard	Reservoir.
James Harrison	- - - -	- - - -	John Howard	Feeder.
- - - -	- - - -	- - - -	- - - -	Occupation Road.
- - - -	- - - -	- - - -	- - - -	Road from Stockport to Ashton-under-Line.
Assignees of Thomas Hyde.	- - - -	- - - -	Thomas Hyde James Kirkman Joseph Oliver	} Cottages & Gardens, Engine House and Shop.
William Joseph Myers, Representative of the late James and Thomas Borron.	- - - -	- - - -	James Kirkman Samuel Barratt Samuel Greenwood Matthew Shepley Benjamin Blackwell Daniel Goostrey and Samuel Amer	
William Joseph Myers, Representative of the late James and Thomas Borron.	- - - -	- - - -	- - - -	} Gardens.
William Joseph Myers, Representative of the late James and Thomas Borron.	- - - -	- - - -	Edward Hewitt William Helme and Thomas Marsh	
William Joseph Myers, Representative of the late James and Thomas Borron.	- - - -	- - - -	Joshua Bancroft William Knight James Jackson John Ashton Benjamin Beswick Edward Hewitt and William Helm	} Cowhouse, Cottages, and Yard.



No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	William Joseph Myers, Representative of the late James and Thomas Borron.		Joshua Bancroft	Orchard. River Mersey.
<i>Township of Stockport.</i>				
	James Reddish		Samuel Lees Oliver Lomas Daniel Wellington John Rogers Joel Goostrey James Platt Samuel Knowles	River Mersey. Cottages and Gardens.
	Samuel Dodge		Henry Lowe George Duffield John Slater Joseph Key Jane Bridge	Cottages and Gardens.
	John Vaundry		James Fidler jun. Isaac Goostrey Peter Brierley John Wynn John Clayton Charles Hide Gilbert Roberts John Knowles	Cottages and Gardens.
	Samuel Dodge		John Hooley Betty Andrews William Gee	Cottages and Gardens.
	Samuel Sims and Thomas Hulme, Trustees of the late James Arrowsmith.		Samuel Shuttleworth	Cottages and Garden.
	James Barlow		George Harrop Joseph Cheetham William Rowcroft	Cottage and Gardens. Road from Stockport to Mottram, &c. River Mersey.
<i>Township of Bredbury.</i>				
	Jesse Howard Esq.		Himself	River Mersey. Plantation.
	Jesse Howard Esq.		Himself	River Mersey. Plantation.
	Jesse Howard Esq.			Occupation Road.
	Jesse Howard Esq.			Occupation Road.
	Jesse Howard Esq.		Samuel Radcliffe	House, Garden, and Field.
	Jesse Howard Esq.		William Adshead	Occupation Road.
	Jesse Howard Esq.		William Adshead	Farmhouse, Cottages, & Garden.
	Jesse Howard Esq.		William Adshead	Barn.
	Jesse Howard Esq.		Mary Woodruff	Wood.
	Jesse Howard Esq.		Mary Woodruff	Farmhouse, Out-buildings, and Fold Yard, and Road.



No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	Jesse Howard Esq. -	- - - -	Matthew Tymm -	Barn.
	- - - -	- - - -	- - - -	Road to Atherlow.
	Jesse Howard Esq. -	- - - -	Matthew Tymm -	Garden and House.
	Jesse Howard Esq. -	- - - -	Matthew Tymm -	Garden and House.
	- - - -	- - - -	- - - -	River Mersey.
	- - - -	- - - -	- - - -	Road to Chadkirk
	- - - -	- - - -	- - - -	Print Works.
<i>Township of Romiley.</i>				
	William Nicholson Esq. -	Joseph Siddell & Robert Addison. -	Joseph Siddell & Robert Addison. -	River Mersey.
	William Nicholson Esq. -	Joseph Siddell & Robert Addison. -	Joseph Siddell & Robert Addison. -	Cottages & Gardens.
	William Nicholson Esq. -	Joseph Siddell & Robert Addison. -	Joseph Siddell & Robert Addison. -	Rick Yard.
	William Nicholson Esq. -	Joseph Siddell & Robert Addison. -	Joseph Siddell & Robert Addison. -	Reservoir.
	William Nicholson Esq. -	Joseph Siddell & Robert Addison. -	Joseph Siddell & Robert Addison. -	House & Garden.
	William Nicholson Esq. -	Joseph Siddell & Robert Addison. -	Joseph Siddell & Robert Addison. -	Occupation Road.
	- - - -	- - - -	- - - -	River Mersey.
	- - - -	- - - -	- - - -	River Mersey.
	Richard Arkwright Esq. -	- - - -	Himself -	Woodland.
	Richard Arkwright Esq. -	- - - -	Joseph Wardle -	Wood.
	Company of Proprietors of the Peak Forest Canal. -	- - - -	- - - -	Canal.
	Thomas William Tatton Esq. -	- - - -	Joseph Higginbotham -	Orchard.
	- - - -	- - - -	- - - -	River Mersey.
	Thomas William Tatton Esq. -	- - - -	Joseph Higginbotham -	Occupation Road.
	- - - -	- - - -	- - - -	River Etherow.
<i>Township of Marple.</i>				
	Trustees of Gorton Chapel. -	Richard Arkwright Esq. -	William Moss -	River Mersey.
	Trustees of Gorton Chapel. -	Richard Arkwright Esq. -	William Moss -	House and Fold-yard and Garden.
	- - - -	- - - -	- - - -	Wood.
	John Wright -	- - - -	Himself -	River Mersey.
	John Wright -	- - - -	Samuel Waine -	Woodland.
	- - - -	- - - -	- - - -	Private Road.
	John Wright -	- - - -	Himself -	River Goit.
	John Wright -	- - - -	Himself -	Island, Part planted.
	- - - -	- - - -	- - - -	Woodland.
	Richard Arkwright Esq. -	- - - -	Himself & John Clayton. -	River Goit.
	- - - -	- - - -	- - - -	Garden.
	Richard Arkwright Esq. -	- - - -	Himself & John Clayton. -	Garden and House.
	Richard Arkwright Esq. -	- - - -	Himself & John Clayton. -	Plantation.
	Richard Arkwright Esq. -	- - - -	Himself & John Clayton. -	Private Road.
	Richard Arkwright Esq. -	John Clayton and Peter Arkwright Esq. -	John Clayton -	House, Offices, and Garden.
	Richard Arkwright Esq. -	- - - -	Richard Arkwright -	Plantation.
	- - - -	- - - -	- - - -	River Goit.
	- - - -	- - - -	- - - -	River Goit.



No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	Richard Arkwright Esq.	- - - -	John Clayton -	Private Road.
	Richard Arkwright Esq.	- - - -	John Clayton -	Feeder.
	Richard Arkwright Esq.	- - - -	John Clayton -	Woodland.
	Richard Arkwright Esq.	- - - -	John Richardson -	Occupation Road.
	- - - -	- - - -	- - - -	River Goit.
	John Wood -	- - - -	Joel Sidebottom -	Wood.
	- - - -	- - - -	- - - -	River Goit.
	John Wood -	- - - -	Joel Sidebottom -	Wood.
	Joseph Johnson -	- - - -	Himself -	Woodland.
	Joseph Johnson -	- - - -	Himself -	Garden.
	John Wood -	- - - -	Thomas Simpson -	Woodland.
	Wilbraham Egerton Esq.	- - - -	John Thomas and John and Richard Barton.	Private Road to Strine's Print Works.
	Wilbraham Egerton Esq.	- - - -	John Thomas and John and Richard Barton.	Plantation.

*No Man's Land, being, or reputed to be, extra-parochial.*

Wilbraham Egerton Esq.	- - - -	John Thomas and John & Richard Barton.	River Goit. Cottages and Gardens.
Wilbraham Egerton Esq.	- - - -	John Thomas and John and Richard Barton.	Road to Strine's Print Works.
Wilbraham Egerton Esq.	- - - -	John Thomas and John and Richard Barton.	Reservoir.
- - - -	- - - -	- - - -	River Goit.

*See No Man's Land, entered again after White Hamlet in the County of Derby.*

*Township of Disley.*

Thomas Legh M.P. -	Betty Taylor -	John Higginbottom -	Rough. River Goit.
Thomas Legh M.P. -	Betty Taylor -	John Higginbottom -	Brook and Rough.
Thomas Legh M.P. -	Joseph Litt -	John Thomas and John and Richard Barton.	House and Garden.
Thomas Legh M.P. -	Joseph Litt -	John Thomas and John and Richard Barton.	Print Works and Yard.
- - - -	- - - -	- - - -	Turnpike Road from Stockport to New Mills.
Thomas Legh M.P. -	Joseph Litt -	John Thomas and John and Richard Barton.	Occupation Road.
- - - -	- - - -	- - - -	River Goit.
- - - -	- - - -	- - - -	River Goit.
- - - -	- - - -	- - - -	River Goit.
Francis Jodrell Esq. -	- - - -	John Barnes, Thomas Barnes, and James Barnes.	Private Road.
Francis Jodrell Esq. -	- - - -	John Barnes, Thomas Barnes, and James Barnes.	Feeder.
Francis Jodrell Esq. -	- - - -	Samuel Armstrong -	Occupation Road.
Francis Jodrell Esq. -	- - - -	Robert Schofield -	Occupation Road.
Francis Jodrell Esq. -	- - - -	Himself -	Woodland.



No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Parish of Taxal, Township of Yeadsley-cum-Whaley.				
-	-	-	-	River Goit.
-	-	-	-	River Goit.
-	-	-	-	River Goit.
Thomas Legh Esq.	{	-	John Robinson	Fold Yard and Road.
Devisees of James Ackers Esq. and John Robinson		-	John Robinson	House, Orchard, &c.
		-	John Robinson	Garden.
		-	John Robinson	Occupation Road.
		-	John Robinson	Woodland.
COUNTY OF DERBY.				
Parish of Glossop, Township of Ludworth.				
-	-	-	-	Private Road.
-	-	-	-	River Goit.
The Duke of Norfolk	-	-	Himself	Woodland.
The Duke of Norfolk	James Beard	-	James Beard	House and vacant Land.
John Wright	-	-	William Daniels	Horse-shoe Inn & Yard.
-	-	-	-	Turnpike Road at Marple Bridge.
-	-	-	-	Bed of the River Goit.
The Duke of Norfolk	John Higginbottom	-	Robert Spencer	Cottage and Garden.
The Duke of Norfolk	Anthony Platt	-	Anthony Platt	{ House, Shop, Cottages, Gardens, Workshop, and Stable.
		-	John Wilde	
		-	Alice Wilde	
The Duke of Norfolk	Daniel Gee	-	Isaac Mitchel	{ Cottages and Gardens, &c.
		-	Joseph Braddock	
		-	Thomas Taylor	
		-	John Long and John Gregory	
		-		
Brook dividing the Townships of Ludworth and Mellor.				
Township of Mellor.				
Thomas Lees	-	-	Samuel Bowden and Hugh Dyer.	Cottages and Gardens.
-	-	-	-	Brook and Occupation Road.
Richard Arkwright Esq.	-	-	Himself	Private Road.
Richard Arkwright Esq.	-	-	Himself	Field and Road.
Richard Arkwright Esq.	-	-	Himself	Plantation.
Richard Arkwright Esq.	-	-	Himself	Plantation.
Richard Arkwright Esq.	-	-	Himself	Plantation.
Richard Arkwright Esq.	-	-	Himself	Yard.
-	-	-	-	River Goit.
Richard Arkwright Esq.	-	-	Himself	Plantation.
Richard Arkwright Esq.	-	-	John Clayton	Cottage and Garden.
Richard Arkwright Esq.	-	-	Himself	Road.
-	-	-	-	River Goit.



No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
<i>Hamlet of Whittle.</i>				
-	-	-	-	River Goit.
-	-	-	-	River Goit.
-	-	-	-	Turnpike Road from Stockport to New Mills.
-	William Taylor	-	John Shufflebottom	River Goit. House, Fold Yard, &c.
-	-	-	-	Turnpike Road from Haigh Bridge.
-	George Heald	-	Himself	River Goit. Woodland.
-	Theodosias Creswell & Richard Bennett.	-	Thomas Crowther	River Goit. Rough.
-	Richard Bennett	-	Himself	Rough.
-	Theodosias Creswell & Richard Bennett.	-	Thomas Crowther	Rough.
-	Richard Bennett and Theodosias Creswell, and Rev. George Mounsey, Incumbent of Macclesfield Forest Chapel.	-	Themselves	Barn.
-	Theodosias Creswell & Richard Bennett.	-	Thomas Crowther	Croft.
-	Thomas Crowther	-	Himself	Woodland.
-	Rev. George Mounsey, Incumbent of Macclesfield Forest Chapel.	-	John Johnson	Occupation Road. Garden.
-	Rev. George Mounsey, Richard Bennett, & Theodosias Creswell.	-	John Johnson William Swindell	Farmhouse and Garden.
-	Richard Bennett and Theodosias Creswell.	-	Thomas Crowther	House and Garden.
-	Richard Bennett and Theodosias Creswell.	-	Thomas Crowther	Garden.
-	-	-	-	Occupation Road.
-	-	-	-	River Goit.
<i>No Man's Land, being, or reputed to be, extra-parochial.</i>				
-	Wilbraham Egerton Esq.	-	John Thomas and John & Richard Barton.	River Goit. Cottages and Gardens.
-	Wilbraham Egerton Esq.	-	John Thomas and John & Richard Barton.	Road to Strine's Print Works.
-	Wilbraham Egerton Esq.	-	John Thomas and John and Richard Barton.	Reservoir.
-	-	-	-	River Goit.



No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
<i>Hamlet of Beard.</i>				
	Lord George Henry Cavendish.	- - - -	Obadiah Stafford -	Field and Cowhouse.
	- - - -	- - - -	- - - -	River Goit.
	Lord George Henry Cavendish.	- - - -	Samuel Gratrix -	House, Cottages, and Gardens.
	- - - -	- - - -	- - - -	River Goit.
	- - - -	- - - -	- - - -	Occupation Road.
	Lord George Henry Cavendish.	- - - -	Samuel Gratrix -	Cottages, Barn, and Yard.
	- - - -	- - - -	- - - -	River Goit.
<i>Township of Bugsworth.</i>				
	- - - -	- - - -	- - - -	River Goit.
	John Drinkwater -	- - - -	Himself -	Croft.
	John Drinkwater -	- - - -	Himself -	Croft.
	Thomas Drinkwater -	- - - -	Tho <sup>s</sup> Drinkwater & John Sigley.	Cottages and Gardens.
	- - - -	- - - -	- - - -	River Goit.
	Francis Gawthorn Esq.	- - - -	Elisha Dicken -	Brook.
	Francis Gawthorn Esq.	- - - -	Elisha Dicken -	Brook.
	Francis Gawthorn Esq.	- - - -	Elisha Dicken -	Cotton Mill, Buildings, and Reservoir.
	Francis Gawthorn Esq.	- - - -	Elisha Dicken -	Wood.
	Francis Gawthorn Esq.	- - - -	Joseph Taylor -	Garden.
	Francis Gawthorn Esq.	- - - -	Joseph Taylor -	House, Garden, &c.
	Francis Gawthorn Esq.	- - - -	James Armfield -	House, Garden, &c.
	Francis Gawthorn Esq.	- - - -	Elisha Dicken -	Plantation.
	Francis Gawthorn Esq.	- - - -	Elisha Dicken -	Plantation.
	Francis Gawthorn Esq.	- - - -	Thomas Leigh and John Newton -	Bugsworth Hall and Two Gardens.
	Francis Gawthorn Esq.	- - - -	Elisha Dicken -	Barn, Shippen Yard, &c.
	Francis Gawthorn Esq.	Joseph & Rob <sup>t</sup> Sattersfield & Rob <sup>t</sup> Creswell.	Joseph Sattersfield -	Railroad.
	Francis Gawthorn Esq.	- - - -	Joseph Sidebottom -	Waste Land.
	Anthony Carrington -	- - - -	Joseph Sidebottom -	House, Garden, &c.
	Anthony Carrington -	- - - -	Peter Kirk -	} Cottages and Gardens.
	- - - -	- - - -	Thomas Robinson & Joseph Hadfield -	
	Francis Gawthorn Esq.	- - - -	Edward Shaw -	Cottage and Garden.
	Francis Gawthorn Esq.	- - - -	Edward Ford -	Garden.
	James Braddock -	John Wild -	Oswald Kennyson -	Cottages and Gardens.
	James Braddock -	- - - -	John Wild -	House and Garden.
	- - - -	- - - -	- - - -	Road called Old Jane's Lane.
	- - - -	- - - -	- - - -	Brook.
	James Walton -	- - - -	Himself -	Wood.
	John Williamson -	- - - -	James Garside -	House, Buildings, and Garden.
	- - - -	- - - -	- - - -	Road.



No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
<i>Township of Chinley, Parish of Glossop.</i>				
	John Ibbotson		James Green William Hill Edward King Henry Briant Samuel Ewert John Ford Samuel Pennington James Brindley Archibald Keeth John Froggat Three untenanted Himself.	Road.            Cottages.  Reservoir, Plantation, &c. House, Gardens, &c. Wharf, Mill, Reservoirs, and Field. Road from Hayfield. Garden. Garden. Plantation. Road. Turnpike Road. Plantation.
	John Ibbotson			
	John Taylor		Peter Hall.	
	John Taylor		Robert Fielding	
	John Taylor		Peter Hall	
	John Taylor		Himself	
	Peter Bramwell		John Goddard	
	Trustees of the late Elias Dicken.		James Ibbotson	
	Nathan Fox		James Fox	Road to Breckhead.
	Henry Gee, Trustee of the late Richard Middleton.		John Middleton	House, Garden, &c. Cottages, &c.
	Thomas Middleton		Unoccupied	House, &c. Road.
	John Middleton		John Walker	Cottage and Garden.
	Ann Shaw		William Joal George Platt William Howe Thomas Barber	Cottages and Gardens.
<i>Township of Brownside.</i>				
				Road.
<i>Township of Bradshaw Edge, Parish of Chapel-en-le-Frith.</i>				
	John Ibbotson Esq.		Himself	Plantation.
	John Ibbotson Esq.		Himself	White Hall and Grounds.
	John Ibbotson Esq.		Himself	Fish Pond, &c.
				Brook.
				Brook.
				Brook.
	George Hollinshead sen.		Himself	House and Garden.
<i>Township of Bowden Edge.</i>				
				Road.
				Roych Brook.
				Ford Brook.
				Road from Breckend to Malcroft.



No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	Moses Hadfield -	- - - -	Robert Hampson -	House and Garden.
	- - - -	- - - -	- - - -	Occupation Road.
	Reverend William Bagshaw. -	- - - -	Thomas Shallcross -	Barn.
	- - - -	- - - -	- - - -	Occupation Road.
	Reverend William Bagshaw. -	- - - -	Thomas Shallcross -	Garden.
	Reverend William Bagshaw. -	Joseph Hadfield -	Joseph Hadfield -	Plantation.
	- - - -	- - - -	- - - -	Occupation Road.
	Reverend William Bagshaw. -	- - - -	Himself -	Plantation.
	Reverend William Bagshaw. -	- - - -	Himself -	Brook.
	Reverend William Bagshaw. -	- - - -	Betty Shirt -	House, Barn, &c.
	- - - -	- - - -	- - - -	Turnpike Road.
	- - - -	- - - -	- - - -	Road.
	Jasper Needham -	- - - -	Himself -	House and Two Gardens.
	Jasper Needham -	- - - -	Himself -	Barn, Shippen Yard, &c.
	- - - -	- - - -	- - - -	Occupation Road.
	Jasper Needham -	- - - -	George Palfryman -	Cottage, Barn, Yard, &c.
	Jasper Needham -	- - - -	Himself -	Plantations.
<i>Parish of Castleton, Township of Castleton.</i>				
	Trustees of the Turnpike Road from Castleton to Buxton. -	- - - -	- - - -	Turnpike Road.
	Trustees of the Turnpike Road from Sheffield to Chapel-en-le-Frith. -	- - - -	- - - -	Turnpike Road.
	Reverend Charles Cecil Bates, Vicar of Castleton. -	- - - -	Thomas Kirk and Joseph Hall -	} Glebe Land.
	Trustees of the late James Beech Esq. -	- - - -	Ralph Armfield -	House, Buildings, Garden, Yard, &c.
	Sir William Chambers Bagshaw and the Bishop of Chester. -	- - - -	William Slack -	Glebe Land.
	Sir William Chambers Bagshaw. -	- - - -	William Slack -	House, Buildings, Garden, and Yard.
	Sir William Chambers Bagshaw, the Bishop of Chester, and the Reverend Charles Cecil Bates, Vicar of Castleton. -	- - - -	William Slack -	Glebe Land.
	Sir William Chambers Bagshaw, Robert Howe Ashton, Earl Newburgh, and the Bishop of Chester. -	- - - -	Robert Howe Ashton William Slack William Hide John Hall and Joseph Briddock -	} Glebe Land.
	Thomas Eyre, Sir William Chambers Bagshaw, and the Reverend Charles Cecil Bates, Vicar of Castleton. -	- - - -	James Whittingham John Clayton and Jeremiah Royce -	} Glebe Land.



No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	Earl Newburgh, Thomas Hall, and the Reverend Charles Cecil Bates, Vicar of Castleton.	- - - -	Millicent Hall and James Needham	} Glebe Land.
	Isaac Royce	- - - -	Himself	Plantation Lane.
	Isaac Royce	- - - -	Himself	Plantation Lane.
	The Reverend Charles Cecil Bates, Vicar of Castleton, Joseph Wright, Barbara Royce, and James Holland.	- - - -	Isaac Royce Joseph Wright and Thomas Eyre	} Glebe Land.
	Trustees of the late Thomas Barker Esq., Sir William Chambers Bagshaw, Ellis Needham, and the Reverend Charles Cecil Bates, Vicar of Castleton.	- - - -	John Hall Abraham Deakin Isaac Royce Robert Barber and Septimus Needham	} Glebe Land.
	Isaac Hall, the Reverend Charles Cecil Bates, Vicar of Castleton, and the Bishop of Chester.	- - - -	John Deakin and Joseph Ashton	} Glebe Land.
	The Bishop of Chester and William J. Bagshaw Esq.	- - - -	Joseph Ashton	Glebe Land.
	Sir William Chambers Bagshaw, Thomas Hall, Joseph Marri-son, Thomas Wright, the Bishop of Ches-ter, Earl Newburgh, and John Wright.	- - - -	Thomas Wright Samuel Royce Joseph Marri-son Michael Frost and Millicent Hall	} Glebe Land.
<i>Parish of Hope, Township of Hope.</i>				
	John Vaux Esq.	- - - -	Mary Bradwell	Cottage Lane.
	Sir William Chambers Bagshaw.	- - - -	Joseph Deakin	Barn.
	Michael Gould.	- - - -	William Burgon	Occupation Road.
	William Howe	- - - -	Thomas Howe	House, Outbuildings, Garden, and Yard.
	John Robinson	- - - -	Isaac Bagshaw	House, Outbuildings, Garden, and Croft.
	Joseph Wilcockson	- - - -	Joseph Deakin	House, Garden, and Field.
	Hannah Timms	- - - -	Joseph Deakin	House, Outbuildings, Garden, and Croft.
	Hannah Timms	- - - -	John Cheetham and Ellen Hatfield	Street.
	John Robinson and Elizabeth Robinson.	- - - -	Themselves	} Two Dwelling Houses.
				House, Gardens, and Croft.



No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	George Rowland	- - - -	Himself - -	Barn, Gardens, and Croft.
	John Deakin	- - - -	Charles Jackson	Barn and Yard.
	Jacob Darwent	- - - -	John Bradwell and Richard Hall	Cottages and Gardens.
	Jacob Darwent	- - - -	John Robinson and John Hobson	House, Garden, and Chapel.
	Earl Newburgh	John Middleton	Hannah Ashton	Cottages and Gardens.
			William Shirt	
			Elizabeth Middleton and John Shalcross	
	Earl Newburgh	John Middleton	Benjamin Shirt	Cottages and Gardens.
			Jonathan Rose and John Harrison	
	Earl Newburgh	- - - -	John Middleton	Barn and Yard.
	Earl Newburgh	- - - -	John Middleton	Croft.
	Earl Newburgh	- - - -	Isaac Bagshaw	Farm, Buildings, and Yard.
	John Deakin	- - - -	Charles Jackson	Garden.
	- - - -	- - - -	- - - -	The River Noe.
	- - - -	- - - -	- - - -	Lane.
	Nancy Hatfield and Fanny Howe.	- - - -	Thomas Hatfield	Occupation Road.
	- - - -	- - - -	- - - -	Brook.
<i>Parish of Hope, Township of Aston.</i>				
	John Bright Nodder	- - - -	William Marsh	Lane.
	John Brightmore	- - - -	Ellis Littlewood	Cottage and Garden.
	- - - -	- - - -	- - - -	Building.
	- - - -	- - - -	- - - -	Brook.
<i>Parish of Hope, Township of Thornhill.</i>				
	Reverend William Pashley, Incumbent of Hounsfield Chapel.	- - - -	William Darwent	Glebe Land.
	Reverend William Pashley, Incumbent of Hounsfield Chapel.	- - - -	William Darwent	Glebe Land.
	- - - -	- - - -	- - - -	Lane.
	Thomas Wilson	- - - -	Benjamin Wilson	House, Garden, &c.
	Sarah Ibbotson	- - - -	Herself	Building.
	- - - -	- - - -	- - - -	River Derwent.
<i>Parish of Hathersage, Township or Hamlet of Bamford.</i>				
	Reverend John Le Cornu, Vicar of Hathersage.	- - - -	William Darwent	River Derwent.
	- - - -	- - - -	- - - -	Glebe Land.
	- - - -	- - - -	- - - -	Lane.
	- - - -	- - - -	- - - -	Lane.
	- - - -	- - - -	- - - -	Brook.
<i>Parish of Hathersage, Township or Hamlet of Outseats.</i>				
	- - - -	- - - -	- - - -	Brook.
	- - - -	- - - -	- - - -	Brook.
	Trustee of the late Samuel Oliver.	- - - -	John Littlewood	House, Pasture, and Wood.
	Trustees of the Sheffield and Chapel-en-le-Frith Turnpike Road.	- - - -	George Simpson	House and Garden.



No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	Trustees of the Sheffield and Chapel-en-le-Frith Turnpike Road.	- - - -	- - - -	Turnpike Road.
	Trustees of the late Samuel Oliver.	- - - -	Himself - -	Plantation.
	Executors of the late Martin Marshall.	- - - -	Ann Cocker - -	Wood.
<i>Parish of Hathersage, Township of Hathersage.</i>				
	Trustees of the Sheffield and Chapel-en-le-Frith Turnpike Road.	- - - -	- - - -	Turnpike Road.
	Trustees of the late AshtonAshtonShuttleworth Esq.	- - - -	Themselves - -	Plantation.
	Trustees of the late AshtonAshtonShuttleworth Esq.	- - - -	Robert Cook - -	Croft.
	Trustees of the late AshtonAshtonShuttleworth Esq.	Robert Cook -	Robert Cook -	Brook. Mill, Mill Pond, Buildings, and Yard.
	Trustees of the late AshtonAshtonShuttleworth Esq.	- - - -	John Turner - -	Cottage and Garden.
	Trustees of the late AshtonAshtonShuttleworth Esq.	- - - -	John Turner - -	Occupation Road. Plantation.
	Trustees of the late AshtonAshtonShuttleworth Esq.	Robert Cook -	Robert Cook -	Lane. Barn and Yard.
	Trustees of the Sheffield and Chapel-en-le-Frith Turnpike Road.	- - - -	- - - -	Turnpike Road from Hathersage to Grindleford Bridge.
	Trustees of the late AshtonAshtonShuttleworth Esq.	- - - -	Robert Cook - -	Lane. Plantation.
	Simon Deakin	- - - -	Mary Broomhead -	House and Garden.
	Simon Deakin	- - - -	George Andrew and Joseph Schofield -	Cottages and Gardens.
	Trustees of the Sheffield and Chapel-en-le-Frith Turnpike Road.	- - - -	- - - -	Turnpike Road.
	Surveyors of the Highways of the Township of Hathersage.	- - - -	Themselves - -	Stone Quarry.
	Duke of Devonshire	- - - -	John Schofield -	Cottage and Garden.
	John Waterhouse Smith Esq.	- - - -	Himself - -	Lane. Plantation.
	John Waterhouse Smith Esq.	- - - -	Himself - -	Plantation.
	- - - -	- - - -	- - - -	Burbage Brook.



No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
<i>Parish of Dronfield, Township of Dore.</i>				
-	Rev. Henry Hunt Piper	-	Joseph Picken	Road.
-	Trustees of Sheffield & Chapel-en-le-Frith Turnpike Road.	-	-	House and Garden.
-	The Duke of Devonshire.	-	Himself	Turnpike Road.
-	Ann Morgan	-	John Swift	Plantation.
-	John Waterfield	-	William Dalton	Waste Land.
-	John Waterfield	-	William Dalton	Wood.
-	William John Bagshaw Esq.	-	Samuel Dalton	Occupation Road.
-	William John Bagshaw Esq.	-	Samuel Dalton	Occupation Road.
-	William John Bagshaw Esq.	-	Samuel Dalton	Wood.
-	Samuel Ogden	-	Himself	Wood.
-	Samuel Shore Esq.	-	William Green	Lane.
-	The Duke of Devonshire.	-	Thomas Biggin	Garden.
-	Trustees of Turnpike Road from Sheffield to Bakewell.	-	-	Occupation Road.
-	Edward Sampson	-	Thomas Godber	Mill, Mill Pond, &c.
-	Robert Newton Shaw Esq.	-	Mary Crook	Turnpike Road.
-	Duke of Devonshire	-	Elizabeth Barker	House, Garden, &c.
-	Duke of Devonshire	-	-	House, Garden, &c.
-	-	-	-	Lane.
-	-	-	-	House and Garden.
-	-	-	-	Lane.
-	-	-	-	Occupation Road.
<i>Parish of Dronfield, Township of Totley.</i>				
-	Lord Middleton	-	-	Totley Common.
-	John Waterfall	-	William Dalton	Wood.
-	John Waterfall	-	William Dalton	Wood.
-	William John Bagshaw Esq.	-	Samuel Dalton	Wood and Stream.
-	William John Bagshaw Esq.	-	Samuel Dalton	Mill, Mill Pond, and Field.
-	Samuel Ogden	-	Himself	Mill and Mill Pond.
-	John Waterfall	-	Joshua Hodgkinson	Lane.
-	John Waterfall	-	Joshua Hodgkinson	Mill, Mill Pond, Stable, and Garden.
-	John Waterfall	-	Joshua Hodgkinson	Mill Stream.
-	George Bustard Greaves	-	Himself	Occupation Road.
-	Samuel Shore Esq.	-	Himself	Wood.
-	-	-	-	Wood.
<i>Liberty of Beauchieff, being extra-parochial.</i>				
-	Peter Pegge Burnell Esq.	-	Himself	River Sheaf.
-	Peter Pegge Burnell Esq.	-	Ann Hopkinson	Wood.



No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	Peter Pegge Burnell Esq. Trustees of Greenhill Road. Peter Pegge Burnell Esq.		John Hall  Himself	River Sheaf. Mill Stream.  Turnpike Road.  Wood.
<i>Parish of Norton, Township of Norton.</i>				
	Earl Fitzwilliam Samuel Shore Esq.		John Oliver William Webster	Garden. Mill Dam.
WEST RIDING OF THE COUNTY OF YORK.				
<i>Parish of Sheffield, Township of Ecclesall Bierlow</i>				
	Earl Fitzwilliam		Thomas Fox	Limbrook. House, Outbuilding, Yard, and Garden.
	Earl Fitzwilliam		John Dyson	Plantation.
	Earl Fitzwilliam		John Dyson	Mill Pond.
	Earl Fitzwilliam		John Dyson	Abbydale Forge-house, and Buildings.
	Earl Fitzwilliam		John Dyson	Garden and Orchard.
	Earl Fitzwilliam		Himself	Wood.
	Earl Fitzwilliam		Samuel Clarke	House, Outbuildings, Garden, and Yard.
	Trustees of Greenhill Road.			Turnpike Road.
	Earl Fitzwilliam		John Fisher	Cottage and Garden.
	Earl Fitzwilliam		Himself	Road.
	Trustees of Sheffield and Bakewell Road.			Wood.
	Earl Fitzwilliam		William Barton	Turnpike Road.
	Earl Fitzwilliam		William and James Smith.	Mill, Buildings, Pond, and Stream.
	Earl Fitzwilliam		James Smith	Occupation Road.
	Earl Fitzwilliam		Himself	Public House, Outbuilding, Garden, and Yard.
	Earl Fitzwilliam		Himself	Plantation.
	Earl Fitzwilliam		Himself	Plantation.
	Earl Fitzwilliam		John Oliver	Mill Pond and Stream.
	Earl Fitzwilliam		John Oliver	House, Mill, Outbuildings, Garden, and Yard.
				Lane.
				River Sheaf.
	Thomas Whitehead and Earl Fitzwilliam.		John Beighton	Garden.
	Trustees of Norton School.		Peter Linley	Mill Pond.
	Trustees of Norton School.	Peter Linley	Peter Linley	Mill, Cottage, and Buildings.
	Joseph Wilson		George Wragg	Wood.



No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	Richard Swallow Esq.	- - - -	Matthew Oldham -	Nursery Garden.
	- - - -	- - - -	- - - -	Occupation Road.
	- - - -	- - - -	- - - -	River Sheaf.
	John Sheldon Esq. -	- - - -	Himself -	Plantation.
	Samuel Shore Esq. -	- - - -	Samuel Eadon -	Plantation.
	Trustees of Sheffield and Bakewell Turnpike Road.	- - - -	Obadiah Wheatcroft	Turnpike House and Garden.
	Samuel Shore Esq. -	- - - -	Samuel Eadon -	Pond.
	Samuel Shore Esq. -	- - - -	Lewis Thomas -	Plantation.
	Trustees of Chesterfield Road.	- - - -	- - - -	Turnpike Road.
	Samuel Shore Esq. -	- - - -	John Binney -	Croft, Iron Works, Cottage, and Dam.
<i>Parish of Sheffield, Township of Sheffield.</i>				
	Duke of Norfolk -	Samuel Younge and Charles Younge.	Samuel Younge and Charles Younge.	Dam Goight.
	- - - -	- - - -	- - - -	Lane.
	- - - -	- - - -	- - - -	The River Sheaf.
	Duke of Norfolk -	- - - -	Samuel Woodcock -	Building.
	Duke of Norfolk -	- - - -	Samuel Woodcock -	House and Garden.
	- - - -	- - - -	- - - -	Lane.
	Duke of Norfolk -	Septimus Priestley	Septimus Priestley -	House, Outbuildings, &c.
	- - - -	- - - -	- - - -	Lane.
	Duke of Norfolk -	James Deakin -	James Deakin -	House, Outbuildings, &c.
	Duke of Norfolk -	James Deakin -	James Deakin -	Garden.
	Duke of Norfolk -	- - - -	Himself -	Nursery Ground.
	- - - -	- - - -	- - - -	Road.
	Duke of Norfolk -	- - - -	Michael Ellison -	Pleasure Ground and Plantation.
	Duke of Norfolk -	- - - -	- - - -	Vacant Land.
	- - - -	- - - -	- - - -	Lane.
	Duke of Norfolk -	Samuel Tompkin -	John Shepherd -	House and Garden.
	Duke of Norfolk -	Samuel Tompkin -	Samuel Tompkin -	House and Garden.
	Duke of Norfolk -	Charles Lennard -	Edwin Greaves -	House and Garden.
	Duke of Norfolk -	Charles Lennard -	Samuel Woodhead -	House and Garden.
	Duke of Norfolk -	- - - -	John Higginbottom -	Garden.
	Duke of Norfolk -	- - - -	George Tyson -	Cottage and Garden.
	Duke of Norfolk -	- - - -	William Booth -	Cottage and Garden.
	Duke of Norfolk -	- - - -	William Temporill -	Garden.
	Duke of Norfolk -	- - - -	Thomas Howard -	Garden.
	Duke of Norfolk -	- - - -	William Redditt -	Cottage and Garden.
	Duke of Norfolk -	- - - -	Untenanted -	Croft.
	Duke of Norfolk -	- - - -	Samuel Coacher -	Garden.
	Duke of Norfolk -	Overseers of the Poor of the Township of Sheffield.	- - - -	Vacant Land.
	- - - -	- - - -	- - - -	The River Sheaf.
	Rev. John Blackburn	- - - -	David Myers -	Stable and Yard.
	Rev. John Blackburn	- - - -	Joseph Fowler -	Cottage.
	Mark Skelton, Philip Frith, George Woolhouse.	- - - -	James Simpson -	Cottage.
	Mark Skelton, Philip Frith, George Woolhouse.	- - - -	Themselves -	Iron Works, Yard, and Dwelling House.
	Mark Skelton, Philip Frith, George Woolhouse.	- - - -	George Blythe -	Cottage and Yard.



No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	Mark Skelton, Philip Frith, George Woolhouse.	- - -	George Wolstenholme	Cottage.
	Duke of Norfolk	John Hodgson	Samuel Rushby	Garden.
	Duke of Norfolk	John Hodgson	Empty	Cottage.
	Duke of Norfolk	John Hodgson	Richard Wright	Cottage.
	Duke of Norfolk	John Hodgson	Empty	Cottage.
	Duke of Norfolk	John Hodgson	John Jowett	Cottage.
	Duke of Norfolk	John Hodgson	Thomas May	Workshop.
	Duke of Norfolk	John Hodgson	Thomas Hall	Cottage.
	Duke of Norfolk	John Hodgson	Robert Barber	Cottage.
	Duke of Norfolk	Overseers of the Poor of the Township of Sheffield.	William Sayles	Ropery.
	Duke of Norfolk	- - -	Jeremiah Hardy	Cowhouse, Yard, and Land.
	Duke of Norfolk	John Hodgson	Empty	Cottage and Yard.
	Duke of Norfolk	John Hodgson	Mary Mounsey	Cottage and Yard.
	Duke of Norfolk	John Hodgson	John Stevenson	Cottage and Yard.
	Duke of Norfolk	John Hodgson	Michael Hellewell	Cottage and Yard.
	Duke of Norfolk	John Hodgson	Thomas May	Cottage and Yard.
	Duke of Norfolk	John Hodgson	George Mosley	Cottage and Yard.
	Duke of Norfolk	- - -	Thomas May	Saw-pit.
	Duke of Norfolk	- - -	Thomas Flockton	Stone Quarry.
			William Ashmore &	
			Thomas Pain	
			Gerald Osborne	
			William Badger	
			Charles Burgon	
			Henry Bellhouse	
			Edward Bradshaw	
			Thomas Crossland	
			Thomas Cawthorne	
			Samuel Crawshaw	
			John Drury	
			George Eadon	
			William Eadon and	
			Thomas Brownhill	
			Eadon	
			John Green	
			William Greaves	
			Charles Gordon	
			William Himsworth	
			Samuel Hibberd Bres-	
			ton Himsworth	
			George Heathcote	
			Thomas Kirk	
			William Kirk	
			Samuel Knight	
			John Kenney	
			William Kenney	
			Joseph Kitchen	
			Thomas Lee	
			Luke Morton	
			John Pass	
			Luke Pryer	
			James Pryer	
			Joseph Pryer	
			George Pryer	
			Mary Rodgers	
			George Robinson	
			John Roberts	
			John Robinson	
	Duke of Norfolk	Joseph Smith		
		Samuel Bailey		
		Thomas Bielby		
		Executors of the late John Eadon		
		George Eadon		
		Henry Moorhouse		
		Executors of the late Thomas Wild		
		Executors of the late Samuel Smith		
		William Oldham		
		Smith		
		Richard Griffiths		
		James Laycock		
		Joseph Hobson		
		and Executors of the late William Jarrard		
				Steam-grinding Wheel, Cottage, Workshops, and Land.



No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
			Thomas Robinson - William Smith - Charles Styring - John Slates - John Sharman - John Sykes - George Swift - William South - John Styrring - James Swindin - Daniel Storey - Henry Thompson - Jonathan Turner - Samuel Woodcock - Joseph Woodcock - Jarvis Wilks - John Whitehead - James Wote - William Waddington - Benjamin Wright and Ellen Whittington -	
	Duke of Norfolk -	The Executors of the late William Staniforth.	Thomas Hadfield -	Workshop.
	Duke of Norfolk -	The Executors of the late William Staniforth.	Benjamin White -	Cottage.
	Duke of Norfolk -	The Executors of the late William Staniforth.	Richard Liversedge -	Cottage.
	Duke of Norfolk -	The Executors of the late William Staniforth.	Jonathan Smithers -	Cottage.
	Duke of Norfolk -	The Executors of the late William Staniforth.	Matthew Jessop -	Cottage.
	Duke of Norfolk -	The Executors of the late William Staniforth.	John Boot and Joseph Staniforth.	} Workshop and Malt-house.
	Duke of Norfolk -	The Executors of the late William Staniforth.	Joseph Staniforth and Thomas Holmes.	
	Duke of -	The Executors of the late William Staniforth.	Joseph Redfearn -	Cottage.
	Duke of Norfolk -	The Executors of the late William Staniforth.	John Hobson -	Cottage.
	Duke of Norfolk -	John Barber -	Thomas Crossland -	Cottage.
	Duke of Norfolk -	John Barber -	Thomas Cawthorne -	Cottage.
	Duke of Norfolk -	John Barber -	John White -	Stable.
	Duke of Norfolk -	John Barber -	John Barber -	Cottage.
	Duke of Norfolk -	The Executors of the late John Hall.	Hannah Beaumont -	Cottage and Yard.
	Duke of Norfolk -	The Executors of the late John Hall.	Hannah Greasby -	Cottage and Yard.
	Duke of Norfolk -	The Executors of the late John Hall.	John Jeffcock -	Cottage and Yard.
	Duke of Norfolk -	The Executors of the late John Hall.	Sarah Hall -	Cottage and Yard.
	Duke of Norfolk -	The Executors of the late John Hall.	John Darling -	Cottage and Yard.



No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	Duke of Norfolk	The Executors of the late John Hall.	Joseph Gray	Cottage and Yard.
	Duke of Norfolk	The Executors of the late John Hall.	Thomas Johnson	Stable.
	Duke of Norfolk	The Executors of the late John Hall.	John Greasby	Workshop.
	Duke of Norfolk	The Executors of the late John Hall.	James Walton	Cottage.
	Duke of Norfolk	The Executors of the late John Hall.	John Charles	Cottage.
	Duke of Norfolk	The Executors of the late John Hall.	Jonathan Copley	Cottage.
	Duke of Norfolk	The Executors of the late John Hall.	William Piggott	Workshops.
	Duke of Norfolk	The Executors of the late John Hall.	William Hodgson	Shop.
	Duke of Norfolk	The Executors of the late John Hall.	George Hall	House, Smithy, and Wheelwright's Shop.
	Duke of Norfolk	Thomas Nicholson	Thomas Nicholson	Chandlers Shop and Dwelling House.
	Duke of Norfolk	John Barber	Thomas Barber	Cottage and Stable.
	Duke of Norfolk	John Barber	John Crossland	Cottage.
	Duke of Norfolk	John Barber	James Mitchell	Workshop.
	Duke of Norfolk			Vacant Land.
	Duke of Norfolk	Thomas Ashmore	William Bradley	Stabling, Smithy, &c.
	Duke of Norfolk	The Executors of the late William Staniforth.	Joseph Staniforth	Yard.
	Duke of Norfolk	The Executors of the late William Staniforth.	Empty	Cottage.
	Duke of Norfolk	The Executors of the late William Staniforth.	Empty	Cottage.
	Duke of Norfolk	The Executors of the late William Staniforth.	John Moody	Cottage.
	Duke of Norfolk	The Executors of the late William Staniforth.	James King	Cottage.
	Duke of Norfolk	The Executors of the late William Staniforth.	Mary Wadsworth	Cottage.
	Duke of Norfolk	The Executors of the late William Staniforth.		Open Yard.
	Duke of Norfolk	The Executors of the late William Staniforth.	Mary Skidmore	Cottage.
	Duke of Norfolk	The Executors of the late William Staniforth.	William Storey	Cottage.
	Duke of Norfolk	The Executors of the late William Staniforth.	Francis Gillett	Cottage.
	Duke of Norfolk	The Executors of the late William Staniforth.		South Street.
	Duke of Norfolk	The Executors of the late William Staniforth.	Joseph Staniforth	House and Shop.
	Duke of Norfolk	The Executors of the late William Staniforth.	Thomas Holmes	House, Shop, and Yard.



No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	Duke of Norfolk -	The Executors of the late William Staniforth.	Thomas Hatfield -	House.
	Duke of Norfolk -	John Barber - -	John Barber - -	Yard.
	Duke of Norfolk -	John Barber - -	Empty - -	House and Shop.
	Duke of Norfolk -	John Barber - -	Empty - -	House and Shop.
	Duke of Norfolk -	John Barber - -	Thomas Crossland -	House and Shop.
	Duke of Norfolk -	John Barber - -	Thomas Crossland -	House, Shop, and Yard.
	- - - -	- - - -	- - - -	Sheaf Street.
	- - - -	- - - -	- - - -	Broad Street.
	Duke of Norfolk -	- - - -	- - - -	Land used as a Market Place.
	Duke of Norfolk -	John Hall - -	John Hall - -	House, Shop, Warehouse, and Yard.
	Duke of Norfolk -	John Hall - -	Benjamin Coldwell -	House.
	Duke of Norfolk -	John Hall - -	William White - -	House.
	Duke of Norfolk -	John Hall - -	Thomas Wright - -	Cottage.
	Duke of Norfolk -	John Hall - -	Elizabeth Ibbotson -	Cottage.
	Duke of Norfolk -	John Hall - -	John Hall - -	Yard.
	Duke of Norfolk -	Elizabeth Greaves -	William Storey -	House, Shops, Yard, and Outbuildings.
	Duke of Norfolk -	Elizabeth Greaves -	William Oakes -	House and Shop.
	Duke of Norfolk -	Elizabeth Greaves -	Robert Roper -	House, Shop, and Yard.
	Duke of Norfolk -	Elizabeth Greaves -	John Aspinall -	House and Shop.
	Duke of Norfolk -	Elizabeth Greaves -	Joseph Cooper -	House, Yard, and Stabling.
	Duke of Norfolk -	George Whitehead -	George Owen - -	Shop and Warehouse.
	Duke of Norfolk -	George Whitehead -	George Whitehead -	House, Shop, Warehouse, Stable, and Yard.
	Duke of Norfolk -	Elizabeth Greaves -	William Greaves and Edward Greaves.	Warehouse, Workshops, Stables, and Yard.
	Duke of Norfolk -	Elizabeth Greaves -	Elizabeth Greaves -	Dwelling House.
	Duke of Norfolk -	William Marsden -	Joseph Wolstenholme	House, Workshops, Outbuildings, and Yard.
	Duke of Norfolk -	Alice Wade - -	Isaac Whitely - -	Cottage and Yard.
	Duke of Norfolk -	Alice Wade - -	Thomas Wainman - -	Cottage and Yard.
	Duke of Norfolk -	Alice Wade - -	John Lee - -	Cottage and Yard.
	Duke of Norfolk -	Alice Wade - -	Mary Burns - -	Cottage and Yard.
	Duke of Norfolk -	Alice Wade - -	Sarah Machen - -	Cottage and Yard.
	Duke of Norfolk -	Alice Wade - -	Hannah Lee - -	Cottage and Yard.
	Duke of Norfolk -	Alice Wade - -	William Hunt - -	Cottage and Yard.
	Duke of Norfolk -	Alice Wade - -	Mark Bellamy - -	Cottage and Yard.
	Duke of Norfolk -	Alice Wade - -	Elizabeth Gill - -	Cottage and Yard.
	Duke of Norfolk -	Alice Wade - -	Abigail Butler - -	Cottage and Yard.
	Duke of Norfolk -	Alice Wade - -	William Thorpe - -	Cottage.
	Duke of Norfolk -	Alice Wade - -	John Thorton - -	Cottage.
	Duke of Norfolk -	Alice Wade - -	Mary Marner - -	Cottage.
	Duke of Norfolk -	Alice Wade - -	James Warrington -	Cottage.
	Duke of Norfolk -	Alice Wade - -	Empty - -	Cottage.
	Duke of Norfolk -	John Hall - -	John Hall - -	Malthouse.
	Duke of Norfolk -	John Hall - -	George Stacey - -	Cottage and Yard.
	Duke of Norfolk -	John Hall - -	Robert Gilbert - -	Cottage and Yard.
	Duke of Norfolk -	John Hall - -	Samuel Shaw - -	Stable and Yard.
	Duke of Norfolk -	John Hall - -	William Smith - -	Stable and Yard.
	Duke of Norfolk -	John Hall - -	Samuel Shaw - -	Cottage and Yard.
	Duke of Norfolk -	John Hall - -	William Smith - -	Cottage and Yard.
	Duke of Norfolk -	Mary Petro - -	John Bray - -	Stable and Yard.



No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	Duke of Norfolk	Mary Petro	John Rutter	Stable and Yard.
	Duke of Norfolk	Mary Petro	William Storey	Stable and Yard.
	Duke of Norfolk	Mary Petro	John Holl	Stable and Yard.
	Duke of Norfolk	Mary Petro	Unoccupied	Stable and Yard.
	Duke of Norfolk	Mary Petro	Thomas West	Dwelling House, Cottage, and Yard.
	Duke of Norfolk	Mary Petro	Mary Petro	Dwelling House, Yard, and vacant Land.
	Duke of Norfolk	Bartholomew Hounsfeld	Themselves	Coal-Yard, Dwelling House, - Offices, and Stable.
		John Wilson, Thomas Dunn, and William Jeffcock.		
	The Sheffield Canal Company.		The Sheffield Canal Company.	Canal Wharf.
	The Sheffield Canal Company.		The Sheffield Canal Company.	Canal, Basin, and Warehouse.
	Duke of Norfolk			Road called Orchard Lane.
	Duke of Norfolk	Michael Hodgkinson	William Midgley	House, Stables, and Yard.
	Duke of Norfolk	Michael Hodgkinson	Joseph Swerridge	Workshop.
	Duke of Norfolk	Michael Hodgkinson	Hannah Champion	Cottage.
	Duke of Norfolk	Michael Hodgkinson	Mary Watson	Cottage.
	Duke of Norfolk	Michael Hodgkinson	George Goodwin	Wheelwright's Shop and Yard.
	Duke of Norfolk	Michael Hodgkinson	John Watson	House and Shop.
	Duke of Norfolk	Michael Hodgkinson	Samuel Barker	House and Shop.
	Duke of Norfolk	Michael Hodgkinson	Michael Hodgkinson	House, Stable, Cow-house, and Yard.
	Duke of Norfolk	Michael Hodgkinson	William Ward	House and Shop.
	Duke of Norfolk	Michael Hodgkinson	Sarah Bower	House and Shop.
	Duke of Norfolk	Etheldred Cawton	Ann Ashton	House and Yard.
	Duke of Norfolk	Etheldred Cawton	James Jackson	House and Yard.

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