



ANNO SEXTO

GULIELMI IV. REGIS.

Cap. lxxx.

An Act for making a Railway from *Kingston-upon-Hull* to *Selby*. [21st June 1836.]

WHEREAS the making a Railway from or near the Town and Port of *Kingston-upon-Hull* in the County of the same Town, to join the *Leeds and Selby* Railway at or near the Town of *Selby* in the West Riding of the County of *York*, would be of much Advantage to the Commercial and other Interests of the said Town of *Kingston-upon-Hull*, and to the Public in general, by opening an additional, certain, and expeditious Communication between the said Towns and the intermediate and adjacent Parts of the Country, and also between the said Port of *Kingston-upon-Hull* and the Manufacturing Districts of the West Riding of *Yorkshire*: And whereas the King's most Excellent Majesty in right of His Crown is the Patron of the several Vicarages of *Hessle, Welton, Eastrington, and Hemingbrough*; and as such is interested in certain Lands upon the Line of the proposed Railway: And whereas the several Persons hereinafter named are willing at their own Expence to carry into execution the said Undertaking; but the same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in Parliament assembled, and by the Authority of the same, That *George Alder, John Alder, George Alder junior, James Alderson, John Atkinson, Henry Broadley, John Beadle, Jesse Bowlby, William Williams Brown, William Buckley, George Buckton*, the Corporation of Mayor and

Proprietors
incorporated.

[Local.]

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Burgesses

Burgesses of *Kingston-upon-Hull*, *George Codd*, *Thomas Coltman*, *George Cookman*, *Samuel Cooper*, *William Spyvee Cooper*, *Robert Martin Craven*, *Joseph Dent*, *William Dennis*, *William Hey Dikes*, *Thomas Drane*, *Joseph Smyth Egginton*, *Samuel Hall Egginton*, *John Egginton*, *Thomas English*, *William Farthing*, *George Fielding*, *William Gatliff*, *Joseph Gee*, *Edward Gibson*, *William Gibson*, *Benjamin Gott*, *John Gott*, *William Gott*, *Edward Grace*, *John Gresham*, *James Guest*, *Joseph Harrison*, *Samuel Talbot Hassell*, *James Henwood*, *Frederick Hodgson*, *John Holmes*, *Simon Horner*, *James Hutchinson*, *Henry William Hutton*, *Thomas Jackson*, *Boswell Middleton Jalland*, *William Empson Jalland*, *Joseph Jones*, *John Kennard*, *Henry King*, the Reverend *John King*, *Robert Kirk*, *William Laverack*, *George Liddell*, *Samuel Lightfoot*, *Thomas Loft*, *John Malam*, *Jesse Malcolm*, *John Marshall*, *John Marshall junior*, *James Garth Marshall*, *Thomas Mac Bride*, *John Cowham Parker*, *John Parker*, *Thomas Bentley Phillips*, *John Henzey Pidcock*, *Joseph Robinson Pim*, *Robert Prance*, *Marmaduke Thomas Prickett*, *William Priest*, the Right Honourable Lord *Reay*, *Edward Horner Reynard*, *Andrew Fitzgerald Reynolds*, *Richard Richmond*, *John Rivis*, *George Rudston*, *John Banks Sagg*, *Herbert Seaton*, *John Henry Smith*, *George Robert Smith*, *John Smith*, *John Abel Smith*, *Oswald Smith*, *Samuel George Smith*, *Thomas Wolrich Stansfeld*, *Hamer Stansfeld*, *Avison Terry*, *John Terry*, *Thomas Thompson*, *John Todd*, *Paul Twigg*, *Francis Ullathorne*, *William Vizard*, *James Walker*, *William West junior*, *John Westhead*, *Charles Whitaker*, *John Williams*, *Thomas Wyrill*, and all other Corporations and Persons 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 they are hereby united into a Company for constructing and maintaining the said Railway and other 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 Hull and Selby 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, hold, and sell Lands for the Use and Benefit of the said Undertaking without incurring any Penalties or Forfeitures, and shall have and exercise all other Powers and Authorities which are herein-after given or mentioned.

Rules for the Interpretation of this Act.

II. And be it further enacted, That whenever in this Act any Word or Words shall be used importing the Singular Number only, the same shall be understood to include several Matters as well as one Matter, and several Persons as well as one Person; and the Word "Person" and also the Word "Corporation" shall respectively be understood to include a Body or Bodies Politic, Corporate or Collegiate, Civil or Ecclesiastical, Aggregate or Sole, as well as an Individual or Individuals; and any Word or Words importing the Masculine Gender only shall be understood to include Females as well as Males; and the Word "Lands" shall be understood to include Messuages, Tenements, and Hereditaments, as well as Lands; unless in any of the Cases aforesaid it be otherwise specially provided, or there be something in the Subject or Context repugnant to such Construction.

Proprietors to raise Money

III. And be it further enacted, That it shall be lawful for the said Company to raise among themselves any Sum of Money for constructing and main-

maintaining the said Railway and other Works by this Act authorized, not exceeding in the whole the Sum of Four hundred thousand Pounds; the whole to be divided into Eight thousand Shares of Fifty Pounds each; and such Eight thousand Shares shall be numbered, beginning with Number One, in arithmetical Progression, whereof the common Excess or Difference shall be One, and every such Share shall be distinguished by the Number to be applied to the same; and the said Shares shall be and they 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 Corporations and Persons, and their several and respective Successors, Executors, Administrators, and Assigns, who shall severally subscribe for any such Share, or such Sum as shall be demanded in lieu thereof towards the said Undertaking, and other the Purposes of the said Subscription, shall be entitled to the net Profits and Advantages which shall arise or accrue from or by the Rates, Tolls, and other Sums of Money to be received by the said Company, as and when the same shall be divided by the Authority of this Act, according to the Sums by such Parties respectively paid.

amongst themselves for the Undertaking not exceeding 400,000*l.*, to be divided into 8,000 Shares of 50*l.* each.

IV. And be it further enacted, That all the Money raised or received by the said Company under the Authority 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 purchasing Lands, and in constructing and maintaining the said Railway and other Works, and in otherwise carrying this Act into execution.

Application of Money to be raised.

V. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to construct and maintain a Railway (with all proper Works and Conveniences connected therewith) in the Line or Course, and upon, across, under, or over the Lands, delineated on the Plans and described in the Books of Reference which have been deposited with the respective Clerks of the Peace for the Town and County of the Town of *Kingston-upon-Hull* and the East and West Ridings of the County of *York*; (that is to say,) commencing at or near the Road adjoining the Western Quay of the *Humber Dock* within the Lordship of *Myton* otherwise *Tupcoates with Myton* in the Parish of the *Holy Trinity* in the Town and County of the Town of *Kingston-upon-Hull*, thence passing through or into or within the several Parishes, Towns, Townships, Hamlets, Lordships, Liberties, Precincts, or Places of the *Holy Trinity*, *Myton* otherwise *Tupcoates with Myton* otherwise *South Myton Ward*, *Dairy Coates*, *Kirkella*, *Swanland*, *Willerby*, *Westella*, *Hessle*, and *Ferriby* otherwise *North Ferriby*, or some of them, all in the County of the Town of *Kingston-upon-Hull*, *Welton with Melton*, *Elloughton with Brough*, *Brantingham*, *Ellerker*, *South Cave*, *Bromfleet* otherwise *Broomfleet*, *Yokefleet*, *Belby*, *Faxfleet*, *Blacktoft*, *Staddlethorpe*, *Scalby with Newton*, *Bellasize* otherwise *Bellasides*, *Bennetland*, *Gilberdike*, *Clement-thorpe*, *Eastrington*, *Portington*, *Cavill* otherwise *Caville with Burland*, *Skelton*, *Howden*, *Thorpe*, *Brind* otherwise *Bourne*, *Newsholme*, *Wressel*, *Brackenholme with Woodhall*, *Hemingbrough*, *Cliff with Lund* otherwise *Long Cliffe*, *Turnhamball*, *Osgodby*, and *Barlby*, or some of them, all in the East Riding of the County of *York*, and *Selby* in the West

Company empowered to make the Railway and necessary Works connected therewith.

West Riding of the said County of *York*, and to terminate in and unite with the *Leeds* and *Selby* Railway on the East Side of the *Selby* and *Bawtry* Turnpike Road in the said Township and Parish of *Selby*.

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

VI. And whereas Plans describing the Line of the said Railway, and the Lands upon or through which the said Railway and the Works connected therewith are intended to be carried or made, together with Books of Reference thereto containing the Names of the Owners and Occupiers of such Lands, have been deposited with the respective Clerks of the Peace for the Town and County of the Town of *Kingston-upon-Hull* and the East and West Ridings of the County of *York*; be it therefore enacted, That the said Plans and Books of Reference so deposited shall remain with and be kept by the said Clerks of the Peace respectively; and all Persons interested in any Manner in such Lands shall have Liberty (at all reasonable Times) to inspect and to make Extracts from or Copies of the said Plans and Books of Reference respectively, paying to the said Clerks of the Peace respectively for every Inspection the Sum of One Shilling, and after the Rate of Sixpence for every One hundred Words copied therefrom; and the Plans and Books of Reference, or true Copies thereof respectively, or of so much thereof respectively as shall relate to any Matter in question, shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

Company not to make Branch from near the North End of the Humber Dock.

VII. Provided always, and be it further enacted, That nothing in this Act contained shall extend to authorize the said Company to construct the Northern Branch of the said Railway as delineated upon the said Plans, commencing near the North End of the Western Quay of the *Humber Dock*, and terminating at a certain Field in the Township of *Hassle* numbered 40 in the said Plans.

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

VIII. Provided always, and be it further enacted, That it shall be lawful for the said Company to construct the said Railway and other Works in the Line or Course and upon or through the Lands delineated on the said Plans, although such Lands or any of them, or the Situation thereof respectively, or the Names of the Owners or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in this Act or in the Schedule thereto, or in the Books of Reference to the said Plans, if (in the event of Dispute about the same) it shall appear to any Two or more of His Majesty's Justices of the Peace for the Riding, Town, or Place in which the Lands omitted, mis-stated, or erroneously described may lie, and be certified by Writing under their Hands, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake or Inadvertence; and every Certificate of the said Justices shall be deposited with and remain in the Custody of the Clerk of the Peace for the Riding or Place for which such Justices shall so act.

Company may contract for the Works.

IX. And be it further enacted, That it shall be lawful for the said Company or the Directors thereof, or for such Person as the said Company or Directors shall for that Purpose appoint, in the Name of the said Company or otherwise, to contract and agree with any Person for constructing the said Railway or any Part thereof, or any other of the Works hereby authorized to be made or done, and that in such Manner, and for such Sums, and under such Regulations and Restrictions as the said

said Company or Directors shall think proper; and all Contracts in Writing made as aforesaid for any of the Purposes aforesaid shall be binding on the said Company and on 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 any of the Parties failing in the Execution thereof.

X. And be it further enacted, That, for the Purposes and subject to the Provisions and Restrictions of this Act, it shall be lawful for the said Company, their Agents and Workmen, and all other Persons by them authorized, and they are hereby empowered, to enter into and upon the Lands of any Person whomsoever, and to survey and take Levels of the same or of any Part thereof, and to set out and appropriate for the Purposes of this Act such Parts thereof as they are by this Act empowered to take or use, and in or upon such Lands or any Lands adjoining thereto to bore, dig, cut, embank, and sough, and to remove or lay, and also to use, work, and manufacture, any Earth, Stone, Rubbish, Trees, Gravel, or Sand, or any other Materials or Things which may be dug or obtained therein or otherwise in the Execution of any of the Powers of this Act, and which may be necessary or proper for constructing, maintaining, altering, repairing, or using the said Railway and other Works by this Act authorized, or which may obstruct the constructing, maintaining, altering, repairing, or using of the same respectively, according to the true Intent and Meaning of this Act; and also to construct upon, across, under, or over the said Railway or other Works, or any Lands, Streets, Hills, Vallies, Roads, Railroads, or Tramroads, Rivers, Canals, Brooks, Streams, or other Waters, such Inclined Planes, Tunnels, Embankments, Aqueducts, Bridges, Roads, Ways, Passages, Conduits, Drains, Piers, Arches, Cuttings, and Fences, as the said Company shall think proper; and also to alter the Course of any Rivers, Canals, Brooks, Streams, or Watercourses during such Time as may be necessary for constructing Tunnels, Bridges, Arches, or Passages under or over the same; and also to divert or alter the Course of any Roads or Ways or Fords, or to raise or sink any Roads or Ways, in order the more conveniently to carry the same over or under or by the Side of the said Railway, and to make Drains or Conduits into, through, or under any Lands adjoining the said Railway, for the Purpose of conveying Water from or to the said Railway; and also in or upon the said Railway, or any Lands adjoining or near thereto, to erect and make such Toll and other Houses, Warehouses, Yards, Stations, Engines, and other Works and Conveniences connected with the said Railway as the said Company shall think proper; and also from Time to Time to alter, repair, or discontinue the before-mentioned Works or any of them, and to substitute others in their Stead, and generally to do and execute all other Matters and Things necessary or convenient for constructing, maintaining, altering, or repairing and using the said Railway and other Works by this Act authorized; they the said Company, their 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 Corporations and Persons interested in any Lands 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

Power to take Lands, &c. for the Purposes of the Act.

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shall

XIII. And be it further enacted, That it shall be lawful for any Person seised in Fee of any Lands authorized to be purchased for the Purposes of this Act to sell and convey such Lands unto the said Company for and in consideration of a perpetual or other annual Rent-charge in lieu of a Sum in gross; and all such Sales and Conveyances as last mentioned shall be according to the following Form, or as near thereto as the Number of the Parties or the Circumstances of the Case will admit; (that is to say,)

Lands may be conveyed for a Rent-charge.

‘ I *A. B.* of _____ in consideration of the Rent-charge
 ‘ to be paid to me as herein-after mentioned, do hereby convey to
 ‘ “The *Hull* and *Selby* Railway Company,” established and incorporated
 ‘ by an Act of Parliament passed in the _____ Year
 ‘ of the Reign of His Majesty King *William* the Fourth, intituled [*here*
 ‘ *set forth the Title of this Act*], their Successors and Assigns, all [*describe*
 ‘ *the Lands*], together with all Ways, Rights, and Appurtenances thereto
 ‘ 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 entitled 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; they the said Company yielding and paying
 ‘ unto me, my Heirs and Assigns, one clear yearly Rent of
 ‘ by equal [*quarterly, half-yearly, or other*] Portions henceforth on the
 ‘ [*stating the Days*], clear of all Taxes and Deductions. In witness
 ‘ whereof I have hereunto set my Hand and Seal the _____ Day of
 ‘ _____ in the Year of our Lord _____’

Form of Conveyance.

And all such Conveyances 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 Interest so thereby conveyed or aliened, and to bar and destroy all Estates Tail, and all other Estates, Rights, Titles, Terms, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever of and in the same; and in Cases where Lands shall be so conveyed in consideration of a Rent-charge, such Rent-charge shall be recoverable by Action of Debt against the said Company, their Successors and Assigns, and also by the like Means and in the like Manner as Rents reserved on common Demises of Lands.

XIV. Provided always, and be it further enacted, That if any Contract shall be made for or in respect of any Lands to be taken or used under the Authority of this Act which shall be of Copyhold or Customary Tenure, or in the Nature thereof, every such Contract shall be executed and completed by Surrender of such Lands in the Court of the Manor of which the same may be held or parcel, according to the Custom of such Manor; which Surrender shall and may be made by all Corporations and Persons by this Act empowered to make Conveyances of other Lands, 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 Corporations or Persons would have had over the Lands comprised in such Surrender in case the same had been of Freehold Tenure in the same Corporations or Persons; and such Lands shall continue subject to the same Fines, Rents, and Services as may be then due and payable and of right accustomed, in the same Manner as if this Act had not been passed, until such Lands shall have been enfranchised by virtue

Conveyance of Copyholds.

of the Powers herein-after contained; but inasmuch as the vesting and continuing of such Copyhold or Customary Premises in the said Company as a Body Corporate would, if the same should not be enfranchised, prevent such Lord from receiving the same Benefit of Fines, Heriots, and other Services due upon Death, Descent, or Alienation as he would have received in case such Copyhold or Customary Premises had continued to be the Property of Persons in their natural Capacities, the said Lord shall be paid by the said Company a reasonable Recompence and Satisfaction for the Loss which may arise to him in respect of such Fines, Heriots, and other Services the Receipt or Enjoyment of which shall be lost or diminished by the vesting or continuing of such Copyhold or Customary Premises in a Body Corporate; and such Recompence and Satisfaction, if not settled by Agreement between the Parties, and which Agreement all Lords of Manors and other Corporations and Persons by this Act authorized to enfranchise Copyhold or Customary Lands are hereby empowered to enter into, shall be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in all Cases where the Lord of any Manor whereof any Copyhold or Customary Lands purchased by the said Company for the Purposes of this Act shall be parcel shall not have contracted to enfranchise the same, and shall have received from the said Company a Recompence or Satisfaction in respect of the Fines, Heriots, and other Services being lost or diminished by the vesting and continuing of such Copyhold or Customary Lands in a Body Corporate, then and in every such Case, if the same Lands or any Part thereof shall not be ultimately required for the Purposes of this Act, 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 which shall be so sold and disposed of by the said Company shall remain in the Hands of the Purchaser thereof, and for ever thereafter continue free and discharged from the Fines, Heriots, and other Services in respect whereof such Recompence and Satisfaction shall have been made as aforesaid.

Lords of Manors under Disability empowered to enfranchise.

XV. And be it further enacted, That it shall be lawful for the Lord for the Time being of any Manor whereof any Copyhold or Customary Lands required for the Purposes of this Act are holden or parcel, and whether a natural Person or a Corporation, and whether seised in his own Right or as a Trustee, and whether seised in Tail or for Life or other limited Estate, and in case of a Lady, whether married or sole, and in case of an Infant or Lunatic, then for his Guardian, Committee, or Trustee, to contract for the Enfranchisement of and to enfranchise such Copyhold or Customary Lands by such or the like Form of Conveyance as by this Act is directed or authorized to be used in Cases of Conveyance of Lands; and in case such Lord, or other Person or Corporation, hereby capacitated to enfranchise such Lands, shall require the same, it shall be compulsory on the said Company to purchase the Enfranchisement of such Lands; and the Price to be paid by the said Company for the Enfranchisement of any such Lands, shall, in case the Parties differ about the same, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof.

XVI. And

XVI. And be it further enacted, That the Appointment or Apportionment of the certain Copyhold or Customary Rents issuing out of any Copyhold or Customary Lands of which a Part only shall be taken for any of the Purposes of this Act, in case the same shall not be settled by Agreement between the Parties, shall be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in case such Appointment and Apportionment shall be settled by Agreement between the Parties such Agreement shall be made with and shall not be valid without the Consent and Approbation of the Lord of the Manor whereof the same Copyhold or Customary Lands are held or parcel; and the Apportionment of such Copyhold or Customary Rents as aforesaid shall not in any Manner invalidate, prejudice, or destroy the Customs in other respects by or under which the Copyhold or Customary Lands not taken for the Purposes of this Act shall be held, or the Remedies for the Recovery of the Rent for the same after the Apportionment thereof.

Regulation
for Appor-
tionment of
Rents of
Copyholds.

XVII. 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 use any Common or Waste Land or any other Lands which shall be charged with or be subject or liable to the Exercise of any Right or Privilege of Common thereupon, of what Nature or Kind soever, the Conveyance of such Common or Waste Land or other Lands by any Corporation or Person having such Estate or Interest in the Manor wherein such Common or Waste Land shall be situate, or if the same shall not be the Waste of any Manor then having such Estate or Interest in the Soil of the said Lands, as the Corporations and Persons who are by this Act enabled to sell other Lands have in such Lands (and which Conveyance may be of the like Form as by this Act is directed to be used in the Case of Conveyances of other Lands), shall be a good and sufficient Conveyance to the said Company for the Purpose of vesting in them the Fee Simple and Inheritance of such Common or Waste Land or other Lands, as fully and effectually as if every Person having Right of Common upon such Common or Waste Land or other Lands were seised thereof in Fee Simple in Possession, and had joined in and executed such Conveyance; and the Compensation to be paid for the Extinguishment of any Right of Common upon any such Common or Waste Land as aforesaid (and which shall be determined by a Jury, in case the Parties differ about the same, in like Manner as by this Act is directed in other Cases of the like Nature,) shall be paid by the said Company to the Churchwardens for the Time being of the Parish wherein such Common or Waste Land shall be situate, and shall be by such Churchwardens received and applied for such general or public Purposes within the said Parish as a Vestry thereof, to be convened by such Churchwardens for that Purpose, shall direct: Provided always, that in all Cases in which the said Churchwardens are empowered to receive such Compensation as aforesaid the Notices by this Act required to be served on the Owners or Occupiers of Lands required for the Purposes of this Act may be served on the said Churchwardens, who shall have Power to treat and agree with the said Company touching the Amount; and in all Cases in which any such Commonable or other Rights shall extend over and be exercised or enjoyed out of any other Lands than such Common or Waste Land, the Compensation for

Common or
Waste Lands
to be convey-
ed by Lords
of Manors,
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the Relinquishment thereof shall be paid to the Party having such Estate or Interest as aforesaid in the said Commonable or other Rights, or in any Lands whereunto the same shall be appendant or appurtenant, or otherwise, as the Case may require, shall be deposited in the Bank of *England* in manner by this Act directed in Cases of other Lands taken by the said Company: Provided also, that in all Cases in which such Manor, or such Common or Waste Lands, is or are vested in the Freeholders or Inhabitants at large, or in any greater Number of Persons than Four, or where it is not known to what Lord 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 (whether vested absolutely in them, or for such Estates as would capacitate them to convey such Lands if wanted for the Purposes of this Act,) entitle such Freeholders to Common Right in or over such Common or Waste Lands, and whose said Lands 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 which have such Common Right, shall also in like Manner be a good and sufficient Conveyance to the said Company for the Purpose of vesting in them the Fee Simple and Inheritance of such Common or Waste Lands.

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

XVIII. And be it further enacted, That where any Lands purchased or intended to be purchased by the said Company shall, solely, or jointly with other Lands not purchased or intended to be purchased, be subject to any Rent-service, Rent-charge, or Chief Rent, or other Rent, Payment, or Incumbrance, it shall be lawful for the said Company to agree for the Release of the Lands so purchased or intended to be purchased from such Rent, Payment, or Incumbrance, and also, where necessary, for an Apportionment of such Rent, Payment, or Incumbrance, for such Sum as shall be agreed upon between the said Company and the Party who, under the Provisions of this Act, shall agree to sell or apportion the same, and which Agreement may be entered into by all Corporations and Persons by this Act empowered to sell and convey Lands; and in case any Difference shall arise respecting the Value of such Rent, Payment, or Incumbrance, or respecting the Apportionment thereof, the same shall be determined by a Jury, if required, in like Manner as the Price of Lands is by this Act directed to be settled in case of Dispute as to the Value thereof; which Jury shall assess and determine the Value of the Rent, Payment, or Incumbrance affecting the Lands purchased or intended to be purchased, and shall also (where necessary) apportion the Rent, Payment, or Incumbrance affecting the Lands jointly subject to Rent, Payment, or Incumbrance as herein-before mentioned, according to the respective Values of the Lands purchased or intended to be purchased and of the Lands not purchased or intended to be purchased by the said Company; and all Contracts, Conveyances, and Assurances which shall be made by and between the said Company and any such Party as aforesaid respecting such Release, and which may be of the like Forms as by this Act are directed to be used in the Case of Conveyances of Lands, shall be valid and effectual in the Law, and shall extinguish the Whole or a proportionate Part of such Rent, Payment, or Incumbrance, as the Case may be: Provided always, that when any of the Lands purchased by the said Company shall be released from any Rent, Payment, or Incumbrance affecting the same jointly with other Lands not purchased by the said Company, such last-mentioned Lands shall be charged only with the
Remainder

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 not so purchased had been originally charged with that Amount only: Provided also, that when a Part of any Rent, Payment, or Incumbrance shall be released it shall be lawful for the said Company, on Tender for that Purpose of any Deed or Instrument creating or transferring such Rent, Payment, or Incumbrance, to affix their Common Seal to a Memorandum indorsed on such Deed or Instrument, declaring what Part of the Lands originally subject to such Rent, Payment, or Incumbrance shall have been purchased by virtue of this Act, and what Proportion of the said Rent, Payment, or Incumbrance shall have been released, and also declaring the Amount of the Rent, Payment, or Incumbrance which shall continue payable; and such Memorandum shall be Evidence in all Courts of the Facts therein stated, and shall not exclude any other Evidence of the same Facts: Provided also, that when any Money shall be directed to be paid for the Release from any Rent, Payment, or Incumbrance of any Lands belonging to any Person not seised in Fee Simple as aforesaid, such Money shall always be paid by a Sum in gross.

XIX. And be it further enacted, That all Corporations and Persons having any Mortgage on any Lands to be taken for the Purposes of this Act (and whether entitled thereto in their own Right or in Trust, and whether in Possession thereof by virtue of such Mortgage or not,) 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 assign and transfer such mortgaged Premises to the said Company or to such Person as they shall appoint, and which Assignment may be of the like Form as the Conveyances by this Act directed to be used in Cases of Conveyance of Lands, or as near thereto as the Circumstances of the Case will permit; or in 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 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 the Payment of the Principal Money and Interest so due, together with any just Costs then due, such Mortgagees shall 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 assign or transfer as aforesaid on such Tender or Payment, then all Interest on every such Mortgage Debt shall from thenceforth cease and determine: Provided always, that in case any such Mortgagee shall neglect or refuse to 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, of Six Calendar Months Interest in advance, for the Use of such Mortgagee, the Cashier of the said Bank shall give a Receipt for the said Money in like Manner as is by this Act directed in Cases of other Payments into the said Bank, and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of such Mortgagee and of all Persons in Trust

Mortgagees
to convey to
Company
upon Tender
or Payment
of Principal
and Interest.

Trust for him 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.

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

XX. And be it further enacted, That in all Cases in which any Lands subject to any Mortgage shall be required for the Purposes of this Act, which Lands shall be of less Value than the Principal Money, Interest, and Costs secured thereon, or in which a Part only of any Lands subject to any Mortgage shall be required for the Purposes of this Act, and the Mortgagee thereof shall not consider the remaining Part of such Lands to be a sufficient Security for the Money charged thereon, or shall not be willing to release the Part required for the Purposes of this Act from the Principal or Mortgage Money, and all Interest due or to become due thereon, and all Costs, the Value of such Lands, or, as the Case may be, of such Part of the said Lands as shall be so required for the Purposes aforesaid, and also the Compensation (if any) for any Damage done, shall be settled and agreed upon by and between such Mortgagee and the Person entitled to the Equity of Redemption of such Lands on the one Part, and the said Company on the other Part; and in case of any Difference between them, then such Value and Compensation shall be determined by the Verdict of a Jury in the same Manner as in other Cases of Difference; and the Amount of such Value and Compensation, being so agreed upon or determined as aforesaid, shall be paid to such Mortgagee in satisfaction of his Claim, so far as the same will extend, and such Mortgagee shall thereupon assign and transfer all his Interest in such mortgaged Lands the Value whereof shall have been so agreed upon or determined as aforesaid; or in case of his neglecting or refusing to assign or transfer as herein-before directed, then the Amount of such Value and Compensation shall be paid into the Bank of *England* to the Credit of such Mortgagee, as by this Act is provided in Cases of a like Nature; and such Payment to the Mortgagee or into the Bank as last aforesaid shall be and be accepted in satisfaction of the Claim of such Mortgagee, so far as the same will extend, and also in full Discharge and Exoneration of such Part of the mortgaged Lands as shall be so taken or used from all Principal and Interest and other Money due and secured thereon, and thereupon such mortgaged Lands shall become absolutely vested in the said Company, and the said Company shall be deemed to be in the actual Possession thereof, to all Intents and Purposes whatsoever: Provided nevertheless, that all Mortgagees shall have the same Powers and Remedies for recovering or compelling the Payment of their Mortgage Money, or the Residue thereof (as the Case may be), or the Interest thereof respectively, upon and out of the Residue of the mortgaged Lands not required for the Purposes of this Act, as they would otherwise have had or been entitled to for recovering or compelling Payment thereof upon or out of the whole of the Lands originally comprised in such Mortgage: Provided also, that when a Part only of any Lands subject to any Mortgage shall have been taken for the Purposes of this Act as aforesaid, and the Value of the Lands so taken shall, on the Assignment thereof to the said Company, have been paid to the Mortgagee thereof in part Satisfaction of his Mortgage Debt, a Memorandum of the Amount so paid shall be endorsed on the Deed creating such Mortgage at the Time of executing such Assignment to the said Company, and shall be signed by such Mortgagee; and a Copy of such Memorandum shall at

the same Time, if required, be furnished by the said Company, at their Expence, to the Person entitled to the Equity of Redemption of the Lands comprised in such Mortgage Deed.

XXI. And be it further enacted, That in all Cases where a Composition in lieu of Tithes shall have been made under an Act of Parliament by the Grant of a perpetual annual Sum of Money or Corn Rent, and any of the Lands chargeable with such Sum of Money or Corn Rent, or any Part of the same, shall be taken by the said Company under the Authority of this Act, Compensation shall be made by the said Company for the Value of the said annual Sum of Money or Corn Rent, or the Proportion of the said annual Sum of Money or Corn Rent chargeable upon the Lands so taken, by the Payment of a Sum in gross, such Sum being equal in Amount to Twenty-five Years Value of the annual Amount of the said annual Sum of Money or Corn Rent payable at the Time of the passing of this Act, or the said Proportion of the said annual Sum of Money or Corn Rent; and the said Company are hereby required to pay such Sum of Money into the Bank of *England* in manner by this Act provided in Cases where any Monies are to be paid to incapacitated Persons, before entering into the Possession of the said Lands; and from and after the Payment of such Sum the Lands so taken shall be for ever discharged of and from the said perpetual annual Sum of Money or Corn Rent, or from the proportionate Part of the said annual Sum of Money or Corn Rent, as the Case may be: Provided always, that in case Part only of any Lands and Grounds liable to the Payment of any such annual Sum or Corn Rent as aforesaid shall be purchased or taken by the said Company, nothing in this Act contained shall extend or be construed to extend to discharge the Remainder of the said Lands or Grounds from the Payment of the Remainder of the annual Sums or Corn Rents which would have been payable in respect of such Lands and Grounds, after deducting therefrom the proportionate Part of the said annual Sum or Corn Rent chargeable in respect of the Lands or Grounds so purchased or taken, but that the Remainder of such Lands and Grounds shall remain and be liable to such proportionate Part or Share of the said annual Sum or Corn Rent as the same would have been assessed at, or would have been payable in respect of the same, in case they had been assessed alone under the Authority of the Act under which the said Composition for Tithes has taken place; and the Rector, Vicar, or other Person or Persons entitled to the said annual Sum or Corn Rent shall have the same Remedies for the Recovery of the said last-mentioned proportionate Part of the said annual Sum or Corn Rent by Suit or Action, or by Distress, Entry, or Perception of Rents and Profits in, upon, or over the said last-mentioned Lands and Grounds, or otherwise, as he or they had or were entitled to in respect of the whole of the said annual Sum or Corn Rent.

Compensation for Corn Rents in lieu of Tithes to be made by Payment of a Sum in gross.

XXII. And be it further enacted, That all Corporations and Persons by this Act capacitated to sell and convey Lands, or to enfranchise Lands of Copyhold or Customary Tenure, or to release Lands from Rents and other Incumbrances charged thereon, and the respective Owners and Occupiers of any Lands through or upon which the said Railway or other Works hereby authorized are intended to be constructed, may agree to accept and receive, and may, subject to such Restrictions as in this Act contained as to the Payment thereof, accept and receive, Satisfaction for

Satisfaction to be made for Lands taken for Railway.

the Value of such Lands or of the Interest therein by them conveyed, and also Compensation for any Damage by them sustained by reason of the Execution of any of the Works by this Act authorized, and also by reason of the severing or dividing such Lands, and also for or on account of any Damage, Loss, or Inconvenience which may be sustained by such Corporations and Persons by reason 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.

Certain Glebe Lands to be purchased on a Rent-charge.

XXIII. And whereas His Majesty in right of His Crown is seised of or entitled to the respective Advowsons and Right of Presentation to the several Vicarages of *Hessle*, *Welton*, *Eastrington* and *Hemingbrough*, in the County of *York* aforesaid, and certain Parts or Parcels of the said Vicarages respectively, or the Glebe Lands thereof, or of some Part thereof respectively, are intended to be purchased and taken by the said Company for the Purpose of enabling them to form and complete the said Railway; be it enacted, That it shall be lawful for the Commissioners for the Time being of His Majesty's Woods, Forests, Land Revenues, Works, and Buildings, with the Consent and Approbation in Writing of the Lord High Treasurer of the United Kingdom of *Great Britain* and *Ireland*, or of the Commissioners for the Time being for executing the Office of Lord High Treasurer, or any Three or more of them, to contract and agree for the Sale of, and to sell and convey to the said Company for Four perpetual annual Rents-charge (which Four several Rents-charge the said Company are hereby authorized and required to grant), to be issuing out of all and singular the Lands, Hereditaments, Tolls, Rates, Property, and Effects of the said Company, or any Part thereof, such Part or Parts of the said Vicarages or the Glebe Lands thereof respectively as the said Company are by this Act authorized to purchase: Provided always, that it shall not be lawful for the said Company to commence any of their Works on the said Vicarages or the Glebe Lands thereof, or any Parts thereof respectively, until the Sale of the Land, Part of the said Vicarages to be purchased as aforesaid, shall have been completed; and the Rent-charge in respect of the Vicarage of *Hessle* shall be granted and conveyed to the Vicar for the Time being of the said Vicarage of *Hessle* and his Successors for ever as Part of the said Vicarage, and the Rent-charge in respect of the said Vicarage of *Welton* shall be granted and conveyed to the Vicar for the Time being of *Welton* and his Successors for ever as Part of the said Vicarage, and the Rent-charge in respect of the said Vicarage of *Eastrington* shall be granted and conveyed to the Vicar for the Time being of *Eastrington* and his Successors for ever as Part of the said Vicarage, and the Rent-charge in respect of the said Vicarage of *Hemingbrough* shall be granted and conveyed to the Vicar for the Time being of *Hemingbrough* and his Successors for ever as Part of the said Vicarage, in such Form and Manner, and with such Powers of Entry and Distress for the Recovery of such Rents-charge respectively, as the said Commissioners for the Time being of His Majesty's Woods, Forests, Land Revenues, Works, and Buildings shall

shall direct, and such Rents-charge shall have Priority over every other Charge to be made in pursuance of this Act; and the Grants of such Rents-charge respectively shall be registered in the Registry of the Diocese in which the said Vicarages are respectively locally situate, and enrolled in "The Office of Land Revenue Records and Enrolments."

XXIV. And be it further enacted, That in ascertaining and fixing the Amounts of such Rents-charge respectively every Damage which the said Vicarages, or the Glebe Lands thereof, or any Part thereof respectively, shall or may sustain by reason of any of the Works done or authorized to be done by the said Company under the Authority of this Act (save and except from Loss of Tithe), shall be computed and taken into account; and the Amounts of such Rents-charge respectively, in case the Parties differ about the same, may be settled by the Verdict or Verdicts of a Jury herein-after provided for: Provided always, that all the Costs, Charges, and Expences of ascertaining and fixing the Amounts of such Rents-charge respectively, and of perfecting the Grants thereof, and the Registration and Enrolment thereof, as herein-before provided for, shall be borne and paid by the said Company.

For ascer-
taining the
Amount of
Rent-charge,

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

Company to
construct
Bridges, &c.
where the
Railway is
carried over
Glebe Lands.

XXVI. And for settling all Differences which may arise between the said Company and the several Owners and Occupiers of or Persons interested in any Lands which shall or may be taken, used, damaged, or injuriously affected by the Execution of any of the Powers hereby granted, be it further enacted, That if any Corporation, Trustee, or other Person so interested or entitled, and capacitated to sell, agree, or convey 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 the Parties entitled to receive such Purchase Money or Satisfaction or other

In case Par-
ties refuse
or are in-
capable to
treat, the
Value of
Land and of
Damages to
be settled by
a Jury.

Compen-

Compensation shall refuse to accept such Purchase Money or Satisfaction or other Compensation as shall be offered by the said Company, and shall give Notice thereof in Writing to the said Company within Twenty-one Days next after such Offer shall have been made, and the Party giving such Notice shall therein request that the Matter in dispute may be submitted to the Determination of a Jury, or if any of such Parties as aforesaid shall, for the Space of Twenty-one Days next after Notice in Writing shall have been given to the Clerk, Agent, or principal Officer of any such Corporation, or to any of such Trustees or Persons respectively, or left at his last or usual Place of Abode, or with the Tenant or Occupier, or affixed on some conspicuous Part of any Premises 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 or Interests, or the respective Estates or Interests which they respectively are hereby capacitated to convey therein, or shall by reason of Absence be prevented from treating, or shall by reason of any Impediment or Disability not provided for by this Act be incapable of making such Agreement or Conveyance as shall be necessary or expedient for enabling the said Company to proceed in constructing the said Railway and other Works by this Act authorized, or shall not disclose or prove the State of the Title to the Premises of which they respectively 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 this Act, or for the Purchase of Lands required for the Purposes of this Act, cannot be made, then and in every such Case the said Company shall and they are hereby required from Time to Time to issue a Warrant, either under their Common Seal or under the Hands and Seals of any Three or more of the Directors of the said Company, to the Sheriff of the County in which the Lands in question shall be situate or the Matter in dispute shall arise, or in case such Sheriff or his Under Sheriff shall be one of the said Company, or enjoy any Office of Trust or Profit under them, or shall be in any 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 County, and free from personal Disability, who shall have filled the Office of Sheriff or Coroner in the said County, 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, or Coroner, or other Person, or by some Person to be by them respectively appointed, in such Manner as Juries for Trials of Issues joined in His Majesty's Courts of Record at *Westminster* are by Law directed to be drawn; and in case a sufficient Number of Jurymen shall not appear at the Time and Place so to be appointed as aforesaid such Sheriff, Under Sheriff,

Sheriff, Coroner, or other Person shall return other honest and indifferent Men of the Standers-by, or of others that can speedily be procured to attend that Service (being so qualified as aforesaid), to make up the said Jury to the Number of Twelve; and all Parties concerned may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to summon before him all Persons who shall be thought necessary to be examined as Witnesses touching the Matters in question, and may authorize or order the said Jury, or any Six or more of them, to view the Place or Matter in controversy; and such Jury shall upon their Oaths (which Oaths, as well as the Oaths 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, assess, and give a Verdict for the Sum of Money to be paid for the Purchase of such Lands (except for such Interest therein as shall have been of right purchased by the said Company from any other Person), and also the Sum of Money to be paid by way of Satisfaction or Compensation either for the Damages which shall before that Time have been done or sustained as aforesaid, or for the future temporary or perpetual or for any recurring Damages which may be so done or sustained as aforesaid, and the Cause or Occasion of which shall have been in part only obviated, removed, or repaired by the said Company, and which cannot or will not be further obviated, removed, or repaired by them; which Satisfaction or Compensation for such Damage or Loss shall be inquired into and assessed separately and distinctly from the Value of the Lands so to be taken or used as aforesaid; and the said Sheriff, Under Sheriff, Coroner, or other Person shall accordingly give Judgment for such Purchase Money, Satisfaction, 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 Corporations 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 with whom any such Controversy shall arise by leaving such Notice at the Dwelling House of the Person, or of the Clerk or Agent or principal Officer of the 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; provided that in all such Cases the Party claiming such Satisfaction or Compensation shall be the Plaintiff, and shall be entitled to all such Advantages and Privileges as Plaintiffs are in Actions tried in any of His Majesty's Courts of Record at *Westminster* by Law entitled.

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

Compensation Money to be apportioned.

XXVIII. And be it further enacted, That the 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

Verdicts to be recorded.

[Local.]

34 S

Judgment

Judgment respectively, shall be kept by the Clerk of the Peace for the County, Riding, Town, or Place in which the Matter in dispute shall have arisen amongst the Records of the Quarter Sessions for such County, Riding, Town, or Place, 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 Copies thereof, paying for every Copy after the Rate of Sixpence for every One hundred Words.

Penalty upon Sheriffs, &c. Jurors or Witnesses, making default.

XXIX. And be it further enacted, That if any such Sheriff, Under Sheriff, 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 shall refuse to give his Verdict, or shall in any other Manner wilfully neglect his Duty, contrary to the true Intent and Meaning of this Act, he shall for every such Offence forfeit and pay any Sum not exceeding Twenty Pounds; such several Penalties and Forfeitures to be levied and applied in such Manner as other Penalties and Forfeitures are by this Act directed to be levied and applied; or if any Person so summoned to give Evidence as aforesaid shall not appear on being paid or tendered a reasonable Sum for his Costs and Expences, or appearing shall refuse to be sworn or to give Evidence, every Person so offending, having no reasonable Excuse, (such reasonable Excuse to be judged of and determined by the said Sheriff, Under Sheriff, Coroner, or other Person presiding,) shall forfeit and pay for every such Offence, for the Benefit of the Party for whom or on whose Account he shall have been summoned, any Sum not exceeding Twenty Pounds, to be levied by virtue of a Warrant under the Hand and Seal of any Justice of the Peace for the County, Riding, Town, or Place in which the said Lands shall be situate or the said Inquisition shall be held, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him, on Demand, the Overplus of the Money thereby produced (if any), after such Penalty and the Charges and Expences of such Distress and Sale shall have been deducted.

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

XXX. And be it further enacted, That every such Jury and Jurymen as aforesaid shall also be subject to the same Regulations 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 Oath, shall wilfully and corruptly give false Evidence before any such Jury, Sheriff, Under Sheriff, Coroner, or other Person, or before any Justice of the Peace acting as such in the Execution of this Act, shall and may be prosecuted for the same, and upon Conviction thereof shall be subject to the Penalties and Punishments to which Persons guilty of wilful and corrupt Perjury shall or may by Law be subject.

Expences of Jury how to be paid.

XXXI. And be it further enacted, That in every Case in which the Verdict of a Jury shall be given for the same or for a greater Sum than shall have been previously offered by the said Company for the Purchase of any Lands to be used or taken by them for the Purposes of this Act,

or as a Compensation or Satisfaction for any Damage or Loss which may happen or arise in the Execution of any of the Powers of this Act, all the Costs and Expences of obtaining such Verdict, and also of the Bond to be given by the Party requiring such Jury as herein-after mentioned, 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 presiding as aforesaid; and in case such Costs and Expences shall not be paid to the Party entitled to receive the same within Ten Days after Demand made thereof, the same shall and may be levied and recovered by Distress and Sale of the Goods or Chattels of the said Company under a Warrant to be issued for that Purpose by any Justice of the Peace for the County, Riding, Town, or Place in which such Inquisition shall be held, not interested in the Matter in question; which Warrant such Justice is hereby authorized and required to issue under his Hand and Seal on Application made to him for that Purpose by any Party entitled to receive such Costs and Expences; but if the Verdict of the Jury shall be given for a less Sum than shall have been previously offered by the said Company, one Moiety of the said Costs and Expences, including the Costs of the Bond so to be given as aforesaid, shall be defrayed by the Party with whom the said Company shall have such Controversy or Dispute, and the Remainder shall be defrayed by the said Company; and the former Moiety of such Costs and Expences (the same 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 other Party as aforesaid as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of the Money so awarded shall be deemed and taken to all Intents and Purposes to be a good Payment or Tender in satisfaction of the whole thereof: Provided always, that in Cases in which by reason of Absence in Foreign Parts, or from any other sufficient Cause or Disability not herein-before provided, any Person shall have been prevented from treating and agreeing as aforesaid, the whole of such Charges and Expences shall be borne and paid by the said Company.

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

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

XXXIII. And be it further enacted, That the said Company shall not be obliged, nor shall any Jury to be summoned by virtue of this Act be allowed (without the Consent of the said Company) to receive or take Notice of any Complaint to be made by any Party for any Loss or Injury by him sustained or supposed to be sustained in consequence of the Execution of any of the Powers of this Act, unless Notice in Writing by or on behalf of the Party making such Complaint, stating the Particulars of such

Notice of Injury to be given to Company before Complaint.

Loss

Loss or Injury, and the Amount of Compensation claimed in respect thereof, shall have been given by such Party to the said Company Ten Days before the summoning of such Jury, and within Six Calendar Months after the Time of such supposed Loss or Injury having been sustained, or after the doing or committing thereof shall have ceased.

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

XXXIV. And be it further enacted, That all Persons in Possession of any Lands which shall be required or be intended to be taken or used for the Purposes of this Act, and who shall have no greater Interest than as Tenants at Will, or Lessees for a Year, or as Tenants from Year to Year, shall respectively deliver up Possession of such Property to the said Company or their Clerk, or to such Person or Persons as the said Company or their Clerk shall appoint to take possession of the same, at the Expiration of Six Calendar Months (if the Property so required be at the Date of such Notice an inhabited Dwelling House, or a Shop actually then used for the carrying on of some Trade therein), or at the Expiration of Six Weeks (if the Property so required be not such a Dwelling House or Shop, but Lands or Hereditaments of some other Description,) next after Notice to that Effect shall have been given by the said Company to or left at the Place of Abode of such respective Tenants or Lessees in Possession, or left upon the said Premises, whether such Notices respectively be given with reference to the Time of the Commencement of such Tenants holding or not, and whether such Notices respectively 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 or Six Weeks (as the Case may be) as in any such Notices they shall be respectively required; and in case any such Tenant or Lessee or Person so in Possession as aforesaid shall refuse to give up such Possession as aforesaid, it shall be lawful for the Clerk of the said Company to issue his Precept to the Sheriff of the County in which the Premises shall be situate to deliver Possession of the said Premises to such Person as shall in such Precept be nominated to receive the same, and the said Sheriff is hereby required to deliver Possession of the said Premises accordingly, and to levy and satisfy such Costs as shall accrue upon or by reason of the Issuing and Execution of such Precept on the Person or Persons so refusing to give Possession by Distress and Sale of his, her, or their Goods and Chattels: Provided that every such Six Calendar Months Notice shall be made to expire either on some Twenty-fifth Day of *March*, or on some Twenty-fourth Day of *June*, or on some Twenty-ninth Day of *September*, or on some Twenty-fifth Day of *December*.

Interests of such Tenants may be settled by a Jury.

XXXV. Provided always, and be it further enacted, That where any such Tenant or Lessee shall be required to deliver the Possession of any Premises so occupied by him before the Expiration of his Term or Interest therein, the said Company shall and they are hereby required to make or tender to such Tenant or Lessee, before they shall issue their Precept to the Sheriff to give Possession of such Premises, Satisfaction or Compensation for the Value of his 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 taken or used by the said Company is by this Act directed to be ascertained or determined.

XXXVI. Pro-

XXXVI. 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 shall claim to be possessed of or entitled unto in any Lands intended to be taken or used under the Authority of this Act, under or by virtue of any Lease or Agreement for Lease, or Grant thereof, the said Company are hereby authorized to require such Party to produce or show the Lease, Agreement, or Grant in respect of which such Claim to Satisfaction or Compensation shall be made; and if such Lease, Agreement, or Grant shall not be produced or shown, the Party claiming such Satisfaction or Compensation shall be considered as holding only from Year to Year.

Persons holding under Leases to produce the same.

XXXVII. And be it further enacted, That in case any Difference shall arise between the said Company and any of the Owners or Occupiers of the Property to be taken for the Purposes of this Act, or prejudiced by the carrying of this Act into execution, as to the Amount or Value of the Damage done by the said Company, their Agents or Workmen, to such Property in the Execution of any of the Powers of this Act, and such Difference cannot be settled between the said Parties, the same shall be ascertained and determined by some Two or more Justices of the Peace for the County, Riding, or Place in which such Lands shall lie, who, upon Application made to them by both or either of the said Parties, shall examine into the Matter in dispute, and shall determine and settle the Amount of Compensation which shall be payable by the said Company, provided such Compensation do not exceed the Sum of Fifty Pounds; and the said Justices respectively are hereby authorized and required, on Nonpayment of the said Damages for the Space of Twenty-one Days after the same shall become due, to levy such Damages and all Charges respecting the same by Distress and Sale of any Goods and Chattels by this Act vested in the said Company, in the same Manner as by this Act is directed with respect to the Recovery of Compensation for other Damages done by the said Company.

For settling Disputes as to Damages to a small Amount.

XXXVIII. And be it further enacted, That in case any Party to whom any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used under the Authority of this Act, or for the Release of any such Lands from any Rent or other Incumbrance charged thereon, or for the Enfranchisement of any of such Lands being of Copyhold or Customary Tenure, or for Compensation or Satisfaction as aforesaid, shall refuse to accept the same, or cannot be found, or shall be absent from *England*, or shall refuse, neglect, or be unable to make a Title to such Lands to the Satisfaction of the said Company, for the Purposes of this Act, or if any Party entitled unto or to convey such Lands shall not be known, or shall be absent from *England*, or shall refuse to convey the same, then and in every such Case (where not otherwise provided by this Act) it shall be lawful for the said Company to order the Money so agreed or awarded as aforesaid to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands (describing them so far as the said Company can do), subject to the Control and Disposition of the said Court; which said Court, on the Application of any Party making claim to such Money or to any Part thereof by Petition, is hereby empowered, in a summary Way of proceed-

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

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ing 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 Estate, Title, or Interest of the Party making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem proper; and the Cashier of the Bank of *England* who shall receive such Money is hereby required to give to the said Company or to any Party paying any Money into the Bank of *England*, under or pursuant to this Act, a Receipt for such Money, mentioning and specifying therein for what and for whose Use (described as aforesaid) the same is received.

Persons in Possession presumptively entitled.

XXXIX. Provided always, and be it further enacted, That where any Question shall arise touching the Title of any Party 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, or of any Estate, Right, Title, or Interest in any Lands, 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 herein mentioned, or to the Dividends or Interest of any such Annuities or Securities, the Parties respectively who shall have been in Possession or Receipt of the Rents or Profits of such Lands at the Time of such Purchase, and all Corporations 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, according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court; and the Dividends or Interests 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 other Party was lawfully entitled to the Whole or some Part of such Lands, or to some Estate or Interest therein, in which Case the said Court shall make such Orders respecting the said Capital, Dividends, and Interest as the Circumstances of the Case may require.

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

XL. And be it further enacted, That if any Money agreed or awarded to be paid for the Purchase of any Lands to be taken or used for the Purposes of this Act, or for the Release of any such Lands from any Rents or other Incumbrances charged thereon, or for the Enfranchisement of any such Lands being of Copyhold or Customary Tenure, or for any Compensation or Satisfaction under this Act, which any Corporation, or 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 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 placed to his Account there *ex parte* "The Hull and Selby 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*

*Monies and Effects paid into the Court of Exchequer at Westminster on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes, and the General Orders of the said Court, and without Fee or Reward; and shall when so paid in there remain until the same shall, by Order of the said Court made in a summary Way upon Petition to be presented to the said Court by the Party who would have been entitled to the Rents and Profits of the said Lands, be applied either in the Purchase or Redemption of the Land Tax, or in or towards the Discharge of any Debt, or other Incumbrance, affecting the said Lands, or affecting other Lands standing settled therewith to the same or the like Uses, Trusts, Intents, and Purposes, as the said Court of Exchequer shall authorize to be purchased or paid, or such Part thereof as shall be necessary; or until the same shall, upon the like Application, be laid out, by Order of the said Court made in a summary Way, in the Purchase of other Lands, 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 which shall be so purchased, taken, or used as aforesaid, or in respect of which 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 other Government or Real Securities; and in the meantime, and until such Annuities or Securities shall be ordered by the said Court to be sold for the Purposes aforesaid, or shall be called in or cancelled, the Dividends or Interest and annual Produce thereof shall from Time to Time, by Order of the said Court, be paid to the Party who would for the Time being have been entitled to the Rents and Profits of such Lands so to be purchased and settled.*

XLI. Provided always, and be it further enacted, That if any Money agreed or awarded to be paid as last herein-before mentioned shall be less than the Sum of Two hundred Pounds and shall exceed the Sum of Twenty Pounds, then the same shall, at the Option of the respective Parties for the Time being entitled to the Rents and Profits of the Lands so taken or used, or of their respective Husbands, Guardians, or Committees, in case of Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, with the Approbation of the said Company signified in Writing either under their Common Seal or under the Hands of any Three or more of the Directors of the said Company, be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same may be paid, 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 of the nominating and approving Parties, and either under the Common Seal of the said Company, or under the Hands of Three or more of the Directors of the said Company; and the Money so paid to such Trustees, and the Dividends and Produce

Application
of Compen-
sation Money
when less
than 200*l.*
and exceed-
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so arising 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 its being necessary to obtain any Order of the said Court touching the Application thereof.

Application of Compensation Money when not exceeding 20*l*.

XLII. Provided also, and be it further enacted, That where any Money so agreed or awarded to be paid as last herein-before mentioned shall not exceed the Sum of Twenty Pounds, the same shall be paid to the respective Parties who would for the Time being have been entitled to the Rents and Profits of the Lands so taken or used for 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, Idiocy, Lunacy, or other Incapacity; then such Money shall be paid to their respective Guardians, Guardians, Committees, or Trustees, to and for the Use and Benefit of the Parties respectively entitled thereto; and any such Payment as last aforesaid shall effectually vest the Land, or the Interest or the several Interests in the Lands, for or in respect whereof the same shall be paid, in the said Company, their Successors and Assigns, absolutely free from all Titles, Charges, Estates, and Incumbrances.

Expences of Titles to be paid by the Company.

XLIII. And be it further enacted, That all the Costs, Charges, and Expences, on the Part as well of the Seller as the Purchaser, of all Conveyances and Assurances of any Lands which shall be purchased or taken by the said Company for the Purposes of this Act, or any Terms or Interests therein, and of deducing, evidencing, and verifying such Title as the said Company may require to the said Lands, or any Terms or Interests therein, and of making out and furnishing such Abstract and such attested Copies as the said Company may require, and all Expences whatsoever incident to the Investigation, Deduction, and Verification of such Title, shall be exclusively borne and paid by the said Company; and the said Company, before entering into Possession of the Lands so purchased or taken, shall pay the Amount of such Costs, Charges, and Expences, or in case there shall be any Dispute about the same shall obtain such Order as herein-after mentioned, and shall deposit, for the Purpose of paying the same, in such Manner as herein-after mentioned, the Amount of the Costs, Charges, and Expences claimed by the Party or Parties from whom the Lands shall be purchased or taken: Provided always, that the said Company shall not be prevented from entering into Possession of the Lands so purchased by reason of the Nonpayment of the said Costs, Charges, and Expences, or by reason of the Order herein-before mentioned not having been obtained, or the Deposit herein mentioned not having been made, unless the Party or Parties from whom such Lands shall have been purchased shall, within Seven Days after Notice in Writing for that Purpose shall have been given to them by the said Company, deliver a Bill of their said Costs, Charges, and Expences to the said Company.

How such Costs are to be ascertained.

XLIV. And be it further enacted, That if the said Company and the Party or Parties aforesaid cannot agree as to the Amount of such Costs, Charges, and Expences, the same shall be ascertained by the said Court of Exchequer; and it shall be lawful for the said Court, on Petition to be presented by the said Company, to order and direct that such Costs, Charges, and Expences shall be referred to one of the Masters of the said Court to be
taxed

taxed in the usual Manner, and such Order shall be served on the Party or Parties aforesaid, and after Taxation thereof it shall be lawful for the said Court to order and direct the Amount of such Costs, Charges, and Expences so taxed, together with the Costs, Charges, and Expences attending the Taxation thereof, or so much of the same as shall be payable by the said Company to the Person or Persons from whom such Lands shall have been purchased or taken, shall be paid to the Person or Persons aforesaid: Provided always, that the said Company shall not be at liberty to enter into Possession of the Lands so purchased or taken until an Order shall have been made for the Taxation of the said Costs, Charges, and Expences, and the said Company shall have deposited in the Bank of *England*, in the Name and with the Privy of the Accountant General of the said Court of Exchequer, to be placed to his Account there *ex parte* "The *Hull and Selby* Railway Company," pursuant to the Method prescribed by the herein-before mentioned Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, which Sums shall be applied, under the Order of the said Court, in payment of the said Costs, Charges, and Expences: Provided always, that the Expence of determining such Costs, Charges, and Expences, as aforesaid and of obtaining the Order or Orders referring the same to be taxed, shall be paid and borne by the said Company, unless One Sixth of the said Costs, Charges, and Expences shall be disallowed; in which Case the said Expence shall be paid and borne by the Person or Persons from whom the said Lands were purchased or taken, and the Amount thereof may then be paid to the said Company out of the said Sum so deposited by them as aforesaid.

XLV. And be it further enacted, That where by reason of any Disability or Incapacity of any Person or Corporation entitled to any Lands or Hereditaments to be purchased, taken, or used under the Authority of this Act, or from any other Cause, the Purchase Money for any Lands or Hereditaments, or any Money to be paid by way of Recompence or Compensation for any Damage or Injury done to the same, shall be required to be paid into the Bank of *England*, it shall be lawful for the said Court of Exchequer to order the reasonable Costs, Charges, and Expences attending any such Purchase, taking, or using of Land, or which may be incurred in consequence thereof, and also all the Costs, Charges, and Expences of the Investment of such Purchase or Compensation Money in Government or Real Securities, and of the Reinvestment of the same Government or Real Securities purchased therewith, in the Purchase of other Lands and Hereditaments, together with the necessary Costs, Charges, and Expences of obtaining the proper Orders, and of all other Proceedings for such Purposes, and for the Payment of the Dividends and Interest of the Government or Real Securities upon which such Purchase or Compensation Money may be invested, and for the Payment out of Court of the Principal of such Purchase or Compensation Money, or of the Government or Real Securities aforesaid, to be paid by the said Company, and the said Company shall from Time to Time pay such Sums of Money for the Costs, Charges, and Expences herein-before mentioned as the said Court shall direct.

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

XLVI. And be it further enacted, That upon Payment or legal Tender of such Sums of Money as shall have been agreed upon between the Parties, or awarded by a Jury in manner aforesaid, for the Purchase of

Power to enter Lands on Payment of Tender or

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any Lands, Rent, or other Charge, or as a Satisfaction and Compensation for any Loss or Injury, as herein-before mentioned, to the respective Proprietors of such Lands, or other Persons respectively interested therein, and entitled to receive such Purchase Money, Satisfaction, or Compensation, within Three Calendar Months after the same shall have been so agreed upon or awarded, or if the Parties so respectively interested and entitled as aforesaid cannot be found, or shall be absent from *England*, or shall refuse to receive such Money as aforesaid, or shall refuse, neglect, or be unable to make a good Title to such Lands to the Satisfaction of the said Company, or if any Party entitled unto or hereby capacitated to convey such Lands shall not be known, or shall be absent from *England*, or shall refuse to convey the same, then upon Payment of such Money into the Bank of *England*, as herein-before directed, to the Credit of the Parties interested in such Lands, or if such Money shall have been agreed or awarded to be paid for the Purchase of any such Lands, or for such Satisfaction or Compensation as aforesaid, which any Person under Disability is hereby capacitated to convey, then upon the Payment of such Money into the Bank of *England* as herein-before directed, to an Account *ex parte* "The *Hull* and *Selby* Railway Company," or in such Manner as such Money is herein-before directed to be paid, it shall be lawful for the said Company immediately to enter upon such Lands; and thereupon such Lands, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of all Parties therein, shall thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of this Act; and such Payment, or Tender and Conveyance, or such Deposit in the Bank of *England* as aforesaid, shall operate to merge all outstanding or other Terms of Years, and to bar and destroy all Dower, and all Estates Tail, and other Estates in Reversion and Remainder, and all Rights, Titles, Limitations, and Trusts whatsoever of and in the said Lands: Provided nevertheless, that before such Payment, Tender, or Deposit in the Bank of *England* as aforesaid it shall not be lawful for the said Company or for any Person acting under their Authority to bore under, dig, or cut into or enter upon such Lands for any of the Purposes of this Act, save for the Purpose of ascertaining and setting out the same for the Purposes of such Act, without the previous Consent of the Owners thereof respectively.

Compensa-
tion to be
made for
temporary
Damage

XLVII. And whereas in executing the said Railway and the several other Works by this Act authorized it may be necessary for the said Company, their Agents and Workmen, to enter upon and take temporary Possession of some Parts of the Lands adjoining to the Line of the said Railway and other Works, for the Purpose of laying or depositing thereon the Earth, Clay, or other Materials which shall have been taken out in excavating Tunnels or deep Cuttings, or of manufacturing such Clay into 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 granted cannot, either upon View or from Evidence, form a just Opinion of the permanent Injury which will be sustained by the Owners or Proprietors of such adjoining Lands by the Exercise of the Powers and Authorities aforesaid until the Works shall have been completed, it is expedient that the said Company, their Agents and Workmen, should be empowered to enter upon such adjoining Lands for the Purposes aforesaid without having previously made such Payment,

Tender, or Investment of Money as herein-before mentioned; be it therefore enacted, That, notwithstanding any thing in this Act contained, it shall be lawful for the said Company, their Agents and Workmen, and they are hereby empowered, to enter upon the Lands of any Corporation or Person whatsoever adjoining or lying near to the said Railway and other Works by this Act authorized to be constructed and maintained, or any of them, or any Part thereof respectively, for the Purpose of depositing or manufacturing upon such Lands or upon any Part thereof respectively any Soil, Gravel, Clay, Sand, Stone, or other Materials which shall have been excavated, dug, or got in constructing the said Railway or other Works, or which may be taken or dug out of or from any Lands adjoining to the Place where the said Works 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 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 constructing the said Railway and other Works, and to manufacture the same without having previously made such Payment, Tender, or Investment as herein-before mentioned; they the said Company, their Agents and Workmen, doing as little Damage as may be in the Execution of the several Powers hereby granted to them, and making Compensation for such temporary Occupation of the said Lands to the Owners or Occupiers thereof; such Compensation, in case the Parties differ about the same, to be settled and recovered in manner herein-before provided in Cases of Disputes as to Damages to a small Amount: 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 Compensation and Satisfaction for the permanent Damage or Injury (if any) which may have been done to the said Lands by the Exercise of any of the Powers and Authorities aforesaid, in the same Manner as in this Act is directed in other Cases of permanent Damage or Loss occasioned by the said Company: Provided also, that before it shall be lawful for the said Company to make such temporary Use as aforesaid of the Lands adjoining or lying near the said Railway or Works, the said Company shall and they are hereby required to give Fourteen Days Notice of such their Intention to the Owners or Occupiers of such Lands, and to separate and set apart by sufficient Railings or Fencings so much of the Lands as shall be required to be so used as aforesaid from the other Lands adjoining thereto: Provided also, that it shall not be lawful for the said Company to make such temporary Use of any such Lands as aforesaid lying at a greater Distance than Two hundred and fifty Yards from the said Railway, nor to make Bricks, or place a Steam Engine upon any of such Lands, at any Place which shall not be distant at least Two hundred and fifty Yards from any Mansion, without the Leave of the Owner and Occupier of such Mansion in Writing first obtained for that Purpose: Provided also, that it shall not be lawful for the said Company to burn any Bricks or Tiles, or erect any Steam Engine, Station House, or Station, in the Township of *Welton*, or in or upon the Lands of *Robert Raikes* Esquire in the Township of *Elloughton*, or either of them, or to dig, cut, take, remove, or carry out of any of the Lands of the said *Robert Raikes*, adjoining to the Line of the said Railway, in *Welton* and *Elloughton* aforesaid, any Soil, Gravel, Clay, Limestone, or other Materials whatsoever, without the Leave of the said *Robert Raikes*, his Heirs or Assigns, in Writing first obtained for that Purpose, or burn any Bricks or
Tiles,

Tiles, or erect any Steam Engine upon the Lands of *Charles Whitaker* Esquire, his Heirs or Assigns, in the Township of *Melton*, or upon the Lands of *Joseph Robinson Pease* Esquire, his Heirs or Assigns, in the Townships of *Hessle*, *Swanland*, or *North Ferriby*, without their Consent in Writing respectively first had and obtained.

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

XLVIII. Provided always, 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 other Building which was erected on or before the Thirtieth Day of *November* One thousand eight hundred and thirty-five, or any Land which was then set apart and used as and for a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk, or Avenue to a House, or any inclosed Ground planted as an Ornament or Shelter to a Dwelling House, or planted and set apart as a Nursery for Trees, other than and except such as are specified in the Schedule to this Act annexed, without the previous Consent in Writing of the Owner and Occupier thereof, unless the Omission thereof from such Schedule shall have proceeded from Mistake or Inadvertency, and the Fact that such Omission proceeded from Mistake or Inadvertency shall be certified in manner herein-before provided in Cases of unintentional Errors in the Book of Reference.

Breadth of Land to be taken for the Line of the Railway.

XLIX. And be it further enacted, That the Lands to be taken for the Line of the said Railway shall not exceed Twenty-two Yards in Breadth except in those Places upon the Line of such Railway where a greater Breadth shall be judged necessary for Carriages to wait, load, or unload, and to turn and pass each other, or for Embankments for crossing Vallies or low Grounds, or for Cuttings through high Grounds, or where any fixed or permanent Machinery, Warehouses, or other Buildings may be erected, or where Places may be appropriated for Wharfs for the Reception or Delivery of Goods, and not in any Place exceeding Two hundred Yards on each Side of the Line of Railway, except at or near to the Termination of the Line of such Railway within the Parish of the *Holy Trinity Kingston-upon-Hull*, the Township of *Barlby*, and the Parish of *Selby* aforesaid respectively, and except also on Commons, Downs, or Waste Lands, unless with the previous Consent in Writing of the Owners of any Lands which the said Company shall be desirous of appropriating to the obtaining greater Space for the Purposes herein-before mentioned; nor shall such Lands of the said *Robert Raikes*, to be taken for the said Railway, in *Welton* and *Elloughton*, be applied for any Purpose whatever except for the Purpose of forming and constructing the said Railway and necessary Embankments or Slopes, and of a passing Place or Siding not exceeding Ten Yards in Width by Two hundred Yards in Length; without the Consent of the said *Robert Raikes*, his Heirs or Assigns, in Writing first obtained for that Purpose: Provided always, that it shall not be lawful for the said Company to take or use for the Purposes of this Act any Part of the Foreshore or Land belonging to the Corporation of the Mayor, Aldermen, and Burgesses of the Town or Borough of *Kingston-upon-Hull* within the said Parish of the *Holy Trinity*, situate on the South Side of the South Base, Boundary, or Fence of the Land which the said Company are herein-before empowered to take for the Line of the said Railway, (the Line of such Railway in or through the Property of the said Corporation in the said Parish of the *Holy Trinity* not to deviate (except as herein-after mentioned) from the Line delineated on the de-
posited

posited Plans referred to by this Act,) without the Consent in Writing of the said Corporation under their Common Seal first had and obtained, save and except a certain triangular Piece of Ground bounded by the South-east Corner of the *Hull* Common Gaol on the West, Ground belonging to *Henry Broadley* Esquire on the North and East, and a certain Road or Street leading from the *Humber* Dock Bridge Westward called *Wellington Street* on the South.

L. And be it further enacted, That the said Company, in constructing the said Railway and other Works by this Act authorized, shall have full Power and Authority to deviate from the Line delineated on the Plans deposited with the several Clerks of the Peace as herein-before mentioned: Provided always, that no such Deviation shall extend to a greater Distance than One hundred Yards from the Line so delineated upon the said Plans, nor shall such Deviation extend into the Lands or Property of any Person whose Name is not mentioned in the said Book of Reference, unless such Person shall have become possessed of any Lands mentioned in the said Book of Reference subsequently to the Thirtieth Day of *November* One thousand eight hundred and thirty-five: Provided also, that nothing herein contained shall extend to enable the said Company to deviate from the Line delineated upon the said Plans in or through any Part of the Property of the said Corporation of the Mayor, Aldermen, and Burgesses of the Town or Borough of *Kingston-upon-Hull* within the said Parish of the *Holy Trinity*, save and except in or through the triangular Piece of Ground herein-before mentioned, without the Consent in Writing of the said Corporation under their Common Seal first had and obtained.

Company may deviate from Plan not exceeding One hundred Yards.

LI. And be it further enacted, That if in the Execution of any of the Powers of this Act any Land (except such Gardens and Parcels of Land as lie within the Parish of the *Holy Trinity* in the Town and County of the Town of *Kingston-upon-Hull*, or within the Township of *Barlby* or the Parish of *Selby* herein-after provided for,) shall be cut through or divided, so that the remaining Portion of such Land on either Side of the said Railway shall be less than Half a Statute Acre in Quantity, and the Owner of such Land shall not have any other Land adjoining the Portion so remaining, then and in every such Case, if such Owner shall so require (but not otherwise), the said Company shall also purchase the Portion of Land so remaining as aforesaid, the Value whereof shall, in case of Dispute, be ascertained in the same Manner as is in this Act directed concerning any Lands to be taken or used for the Purposes of this Act; and in case the Owner of such remaining Portion of Land shall have any other Land adjoining to such remaining Portion he may require the said Company, at the Expence of such Company, to throw the same into his adjoining Land, and to remove the Fences and level the Sites thereof, and soil the same in a sufficient and workmanlike Manner.

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

LII. Provided always, and be it further enacted, That if any Corporation or Person shall be applied to by or on behalf of the said Company to sell, dispose of, or convey, for any of the Purposes of this Act, any Part of any House or Building, or of any Garden or vacant Parcel of Land within the Parish of the *Holy Trinity* in the Town and County of the Town of *Kingston-upon-Hull*, or within the Township of *Barlby* or

If the Company apply to purchase a Part of any Property in *Hull*, *Barlby*, and *Selby*, they

may be required to take the whole.

the Parish of *Selby* aforesaid, and shall, by Notice in Writing to the said Company within Ten Days next after such Application, signify his or their Desire to sell, dispose of, and convey the whole of such House, Building, Garden, or vacant Parcel of Land, and the said Company shall not be willing to purchase the whole of such House, Building, Garden, or Land, such Corporation or Person shall not be compelled to sell, dispose of, or convey Part only or less than the Whole of any such House or Building, with the Offices and Appurtenances adjoining and belonging thereto, or to sell or dispose of and convey Part only or less than the Whole of such Garden or vacant Parcel of Land, provided such Garden or vacant Parcel of Land shall not exceed Seven Yards on each Side of the Line of the said Railway; any thing herein contained to the contrary in anywise notwithstanding.

Empowering Company to purchase Thirty Acres of Land for additional Stations.

LIII. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to contract with any Corporation or Person who shall be willing to sell the same for the Purchase of any Lands (not exceeding in the whole Thirty Statute Acres,) in addition to the Lands herein-before authorized to be taken, in such Places as shall be deemed eligible for the Purpose of making and providing additional Stations, Yards, Wharfs, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Conveniences for receiving, depositing, loading, or keeping any Cattle, or any Goods, Articles, Matters; or Things conveyed or intended to be conveyed upon the said Railway, or for making convenient Roads or Ways thereto, or for any other Purposes whatsoever connected with the Undertaking by this Act authorized which the said Company shall judge requisite; and it shall be lawful for all Corporations and Persons, (including especially such Corporations and Persons as are herein-before capacitated to sell and convey other Lands for the Purposes of this Act,) to sell or grant and convey to the said Company and their Successors any Lands whatsoever for the Purposes herein-before mentioned, or any of them, in the same Manner as is herein-before directed concerning the Lands to be taken for the Purposes of constructing the said Railway and other Works by this Act authorized.

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

LIV. And be it further enacted, That it shall be lawful for the said Company to sell and dispose of such additional Lands as they are by this Act empowered to purchase and shall have actually purchased for the Purpose of additional Stations, Yards, Wharfs, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Conveniences, as herein-before authorized, or such Parts of such Lands as the said Company shall think proper, and in such Manner and to such Persons as the said Company shall think proper, and again to purchase other Lands which the said Company shall deem more eligible for the Purposes aforesaid, and afterwards to sell and dispose of the same in manner herein-before mentioned, and so from Time to Time as the said Company shall deem proper, so that the total Number of Acres to be purchased and held by the said Company for the Purposes herein-before mentioned shall not exceed at any one Time the Number of Acres for those Purposes expressly specified or allowed in this Act.

Restraining the Company

LV. And whereas the said Company (in addition to the Lands by this Act authorized to be taken for making the said Railway and other Works)

are by this Act enabled to purchase of Corporations and Persons willing to sell the same Thirty Statute Acres of Land for the Purpose of providing additional Stations, Yards, Wharfs, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Conveniences: And whereas it is expedient to restrain the said Company from selling Lands so purchased from Corporations or from Persons being under legal Disability or Incapacity, and again purchasing other Lands from the same or from any other Corporations or Persons being under legal Disability or Incapacity, in lieu and instead of the Lands so sold; be it therefore enacted, That it shall not be lawful for the said Company to purchase from any Corporation, Trustee, or Feoffee in Trust for charitable or 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 Thirty Statute Acres; and in case the said Company shall purchase such Thirty Statute Acres from any Corporations or other Persons under legal Disability or Incapacity as aforesaid, and shall afterwards sell the Whole or any Part of such Thirty 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 Corporation or Person being under legal Disability or Incapacity, nor for the same, nor for any other Corporation or Person being under legal Disability or Incapacity, to sell to the said Company any other Lands in lieu or instead of such Thirty Statute Acres of Land or any Part thereof so sold or disposed of by the said Company.

from purchasing more than Thirty Acres of Land from incapacitated Persons.

LVI. 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 Mineral, or any Alum Rock, Limestone, Clay, or other Mines under any Land purchased by the said Company under the Authority of this Act (except only so much of such Coal, Stone, Slate, or Mineral, or any Alum Rock, Limestone, Clay, or other Mines as may be necessary to be dug or carried away or used for the Purposes of this Act, or the Rights to the Foreshore of the River *Humber*, adjoining any Land purchased by the said Company under the Authority of this Act; but all such Coal, Stone, Slate, and Mineral, or any Alum Rock, Limestone, Clay, or other Mines not necessary to be so dug, carried away, or used as aforesaid, and all such Foreshore, shall be deemed to be excepted out of the Purchase of such Land, and may be worked or used by the respective Owners and Lessees of such Coal, Stone, Slate, or Mineral, or any Alum Rock, Limestone, Clay, or other Mines or Foreshore under or adjoining the said Land or under or adjoining the Railway or other Works of the said Company, as if this Act had not been passed; provided that in the working of such Mines or Minerals no Damage be wilfully done to the said Railway or Works, and that the said Mines and Minerals be not worked in an improper Manner.

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

LVII. Provided always, and be it further enacted, That when and so often as the Proprietor or Lessee or Tenant of any Mines of Coal, Ironstone, Limestone, Alum Rock, Stone, Slate, Clay, or other Mines and Minerals lying under the said Railway and Works, or any of them, or within the Distance of Forty Yards from such Railway or Works respectively, shall be desirous of working the same, then and in every such Case such Proprietor, Lessee, or Tenant shall give Notice in Writing to the said Com-

Owners of Mines to give Notice to the Company of their Intention to work, and Company to have the

pany

Liberty to
purchase.
the Mines.

pany under his Hand of such Intention at least Twenty-one Days before he shall begin to work such Mines; and upon the Receipt of such Notice it shall be lawful for the said Company to inspect or cause such Mines to be inspected, and to contract and agree with any such Proprietor, Lessee, or Tenant for the Purchase of and to purchase any such Mines or any Part thereof, the getting and working of which may appear likely to prejudice or damage the said Railway or other Works; and in case the said Company and such Proprietor, Lessee, or Tenant do not agree as to the Amount or Value of such Mines, the same shall be ascertained and settled by the Verdict of a Jury as is in this Act directed with respect to the Lands which may be taken for the Purposes of this Act: Provided nevertheless, that in case the said Company do not before the Expiration of such Twenty-one Days declare their Desire to purchase the said Mines, and treat with such Proprietor, Lessee, or Tenant for the same, then it shall be lawful for the Proprietor, Lessee, or Tenant of such Mines, and he is hereby authorized, to work and get such Part of the said Mines as lies under the Railway and other Works, or within the Distance aforesaid, without being liable to the said Company for any Damage that may be done thereby, unless such Damage be wilfully done or be caused by the working of the said Mines in an improper Manner.

If Company
purchase
the Mines,
Owners of
Mines ad-
joining on
each Side the
Railway may
make Com-
munications.

LVIII. Provided also, and be it further enacted, That in case the said Company shall purchase any such Mines under the said Railway or Works, or within the Distance of Forty Yards thereof, it shall be lawful for the respective Proprietors, Lessees, or Tenants of the adjoining Mines, such Proprietors, Lessees, or Tenants being the Proprietors, Lessees, or Tenants of the Mines on both Sides of the Mines so purchased, to cut and make such and so many Airways, Headways, Gateways, or Water Levels through the Mines or Strata so purchased by the said Company as may be requisite to enable such Proprietors, Lessees, or Tenants to ventilate, drain, work, and get the Minerals on each Side of the Mines so purchased as aforesaid; the requisite Number of such Airways, Headways, Gateways, or Water Levels, in case the Parties differ about the same, being settled and decided by Two competent Persons, one of them to be appointed by the said Proprietor, Lessee, or Tenant, and the other by the said Company; or if either such Proprietor, Lessee, or Tenant, or the said Company, shall for Seven Days after being required neglect or decline to appoint such competent Persons, or if such competent Persons being appointed shall for Fourteen Days after their Appointment fail to agree upon the Matter referred to them, then the same shall be referred to the Decision of any Two Justices of the Peace for the County, Riding, or Place where such Mines shall be situate, whose Decision shall be binding; and such Justices are hereby authorized and empowered, at the Request of either Party, to take cognizance of all such References, and to act therein accordingly: Provided always, that no Airway, Headway, Gateway, or Water Level shall be of greater Dimensions or Section than Eight Feet wide and Eight Feet high; and the respective Proprietors, Lessees, or Tenants of such Mines, or other the Persons cutting and making the same, shall allow and repay unto the said Company for all Coal or other Minerals worked or obtained by them from and out of such Airway, Headway, Gateway, or Water Level, at the same Rate or Price at which the said Company shall have purchased and paid for the said Mines; and provided also, that no Airway, Headway, Gateway, or Water Level shall be so cut or made as in any way to injure the said Railway and other Works hereby authorized to be constructed,

LIX. And

LIX. And for the better ascertaining whether any such Mines are being worked or got, or about to be worked or gotten, so as to prejudice or damage the said Railway and other Works, or any of them; be it further enacted, That it shall be lawful for the said Company, by themselves, their Agents and Workmen, from Time to Time and at all Times hereafter to enter upon any Lands through or near which the said intended Railway and other Works shall pass wherein any such Mines shall be found, and likewise to enter into and return from any Coal Pits, Works, or other Mines, and for that Purpose to make use of any Gins, Whimsies, Tackling, Ropes, Machines, Apparatus, or Machinery belonging to such Proprietors, Lessees, or Tenants, and to view, search, measure, latch, and use all other Means for discovering the Distance of the said intended Railway and other Works from the working Parts of such Mines respectively; and in case it shall appear that any such Mines have been worked or got contrary to the Directions of this Act it shall be lawful for the said Company to give Notice to the Proprietors, Lessees, or Tenants of any such Mines who have so worked or got the same contrary to the Directions of this Act respectively to adopt and construct the requisite Means and Supports for sustaining, securing, and making safe the said Railway and other Works, and preventing any Injury which may arise in consequence of such Mines having been so got contrary to the Directions of this Act; and in case the said Proprietors, Lessees, or Tenants respectively shall not immediately after such Notice proceed to secure and make safe the said Railway, and use due Diligence in effecting the same, to the Satisfaction of the said Company or their Engineer, then and in such Case it shall be lawful for the said Company, their Agents or Workmen, at the Expence, Costs, and Charges of such respective Proprietors, Lessees, and Tenants of such Mines, to enter into and upon all such Mines, and from Time to Time to use all necessary and reasonable Ways and Means for repairing, supporting, sustaining, securing, and making safe the said Railway and other Works; and such Expences, Costs, and Charges shall be recovered by the said Company from such Proprietor, Lessee, or Tenant who shall so respectively have worked or got the same contrary to the Directions of this Act, in such and the same Manner as the Rates, Tolls, or Sums by this Act granted may be recovered, and shall be paid into the Hands of the Treasurer of the said Company, to be applied for the Purposes of this Act.

Method of discovering when Mines are worked under Railway.

LX. And be it further enacted, That after the passing of this Act no Shaft, Pit, or Quarry shall be dug, sunk, or made in or on the said Railway: Provided always, that it shall be lawful for any Proprietor, Lessee, or Tenant of any Mines or Works on each Side of the said Railway to fix all such Ropes, Chains, Connexion Rods, and other Matters as may be necessary for working the said Mines in conformity with the Provisions of this Act, over, under, across, near, or by the said Railway, provided that by so doing such Proprietor, Lessee, or Tenant do not injure such Railway, or interrupt in any Manner the free Passage upon or along the same.

No Shaft to be sunk in or on the Railway.

LXI. 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.

As to Railway crossing Roads.

[Local.]

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LXII. And

Railway not
to cross Turn-
pike Roads on
a Level.

LXII. And be it further enacted, That where the said Railway shall cross any Turnpike Road, either such Turnpike Road shall be carried over the said Railway, or the said Railway shall be carried over such Turnpike Road, at the Expence of the said Company, by means of a Bridge of such Construction as herein-after mentioned.

As to crossing
Highways
and Foot-
paths.

LXIII. And be it further enacted, That the said Railway shall not be made across any Street or Highway (upon which Carriages or Carts shall pass) on the Level without the previous Consent in Writing of some Two Justices of the Peace for the County or Riding within which the Street or Highway so to be crossed shall be situate, and where the said Railway shall cross any public Footpath in any other Manner than on the Level the said Company shall make and maintain convenient Ascents and Descents, as the Case may be, to such Footpaths.

Regulations
as to Width
and Height of
Bridges for
carrying Rail-
way over
public Roads.

LXIV. 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 any Turnpike Road or public Carriage Road, the Span of the Arch of such Bridge shall be formed and shall at all Times be and be continued of such Width as to leave a clear and open Space under every such Arch of not less than Fifteen Feet, and of a Height from the Surface of such Turnpike Road or public Carriage Road to the Centre of such Arch of not less than Sixteen Feet, and the Descent under any such Bridge shall not exceed One Foot in Thirteen Feet.

Regulating
Ascent of
Bridges for
carrying
public Roads
over Railway.

LXV. And be it further enacted, That where any Bridge shall be erected for carrying any Turnpike Road or 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 of every such Bridge for the Purpose of such Turnpike Road shall not be more than One Foot in Thirty Feet, and with respect to any public Carriage Road shall not be more than One Foot in Twenty Feet, and with respect to any private Carriage Road not more than One Foot in Sixteen Feet; and a good and sufficient Fence shall be made on each Side of every such Bridge, which Fence shall not be less than Four Feet above the Surface of such Bridge.

Railway
Company to
make a Di-
version of the
Selby and
Market
Weighton
Turnpike
Road in the
Township of
Barlby.

LXVI. And whereas the Line of the said Railway by this Act authorized to be made, as delineated in the Plans deposited as herein-before mentioned for the Length of One thousand Yards or thereabouts in the Township of *Barlby* aforesaid, runs nearly parallel to a certain Turnpike Road called the *Selby and Market Weighton* Turnpike Road, which is under the Management of Trustees appointed under or in pursuance of certain Acts of Parliament passed in the Thirty-third and Fifty-fourth Years of the Reign of His late Majesty King *George* the Third, within the Distance of One hundred Yards from the said Turnpike Road, and it is desirable that the Line of the said Turnpike Road in the said Township of *Barlby* should be so far diverted that the Space of One hundred Yards or upwards may in all Places intervene between the respective Lines of the said Railway and the said Turnpike Road, and that the Expence of making such Diversion and of keeping the new Road in repair for a certain Period should be

be borne and paid by the said Railway Company; be it therefore enacted, That it shall be lawful for the said Company, and they are hereby empowered and required, at their own Expence, and to the Satisfaction of the Trustees of the said Turnpike Road for the Time being or their Surveyor, before the said Railway by this Act authorized to be made shall be opened for public Use, to divert, alter, and vary the Line of the said *Selby and Market Weighton* Turnpike Road in the said Township of *Barlby*, so that the same Road may be continued in a conveniently curved Line from the East Side or End of *Selby Bridge* as near as may be up to the Southern Bank of the River *Ouse* in a Field numbered in the said Plan 123, and thence in an Easterly Direction until the said new Road so to be made by the said Company shall join again and unite with the present Line of the said Turnpike Road in a certain Field in the said Township of *Barlby* belonging to the Trustees of *Mrs. Stringer*, that is to say, at the East Corner of the said Field where it adjoins upon Lands of the Heirs or Devisees of the late *Mr. Ferryman* deceased, and substantially and effectually to make, form, fence, and complete the said new Line of Road accordingly; and that it shall also be lawful for the said Company, and they are hereby empowered and required, at the like Expence, and to the Satisfaction of the said Trustees or their Surveyor as aforesaid, to maintain and keep in repair the said new Line of Road for the Space of Two Years after such Diversion thereof shall have been made and completed as aforesaid; and that the said Road so to be made by the said Company shall, when completed, be substituted for and be in lieu of the present Turnpike Road to the Extent of such Diversion thereof for all Purposes whatsoever: Provided always, that nothing herein contained shall authorize or empower the said Railway Company to lengthen the said Line of Turnpike Road so as to exceed the Length or Distance of the present Line thereof, nor to make the said Railway approach in any Part within the Distance of One hundred Yards of any Part of the said Turnpike Road when the same shall have been diverted as aforesaid.

LXVII. Provided also, and be it further enacted, That when and so soon as the new Road so to be made by the said Company and substituted for the present Road shall have been completed and made good and proper for the Passage of Carriages over the same, to the Satisfaction of the Trustees for the Time being of the said Turnpike Road, then or at any Time thereafter it shall be lawful for the said Railway Company, and they are hereby authorized and empowered, to stop up the Part or Portion of the present Turnpike Road for which such new Road shall be substituted as aforesaid, which said Part or Portion of the present Turnpike Road shall thenceforth vest in the Owners for the Time being of the Lands immediately adjoining on the Portion of the Road so to be stopped up or abandoned in the Manner following, (that is to say,) one Moiety thereof to the Owners of the Lands on the one Side, and the Remainder thereof to the Owners of the Lands on the other Side thereof: Provided always, that it shall not be lawful for the said Company to divert the said Turnpike Road to a greater Distance than the Trustees of the said Road are enabled, under the Provisions of the several General Acts for regulating Turnpike Roads in *England*, to divert the same, unless such Diversion shall be made with the Consent of the several Owners of Property through which the same may be carried.

Old Road
may be
stopped up
when new
Road is com-
pleted.

LXVIII. And

Lands may be sold for the Purpose of making the Diversion of Turnpike Road.

Providing for Injury to Roads, &c.

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

Company to erect Gates, Bridges, &c.

LXVIII. And be it further enacted, That all Persons who are by this Act capacitated to sell and convey Lands for the Purposes of the said Railway shall be and they are hereby authorized and empowered to sell and convey Lands for the Purpose of making such Diversion of the said Turnpike Road as herein-before mentioned.

LXIX. 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, Horse or Foot Road, Railway, or Tramroad, Quay, Wharf, Slope, or other Communication, either public or private, shall be found necessary to be cut through, raised, sunk, taken, or so much injured as to be impassable or inconvenient for Passengers, Cattle, or Carriages, or for the transporting, conveying, landing, shipping, or depositing of any Goods or Merchandize, the said Company shall at their own Expence, before any such Road, Quay, Wharf, Slope, or other Communication shall be so cut through, raised, sunk, taken, or injured as aforesaid, cause another good and sufficient Road, Quay, Wharf, Slope, or other Communication (as the Case may require) to be set out and made instead thereof, as convenient for Passengers, Cattle, and Carriages, and for transporting, conveying, landing, shipping, or depositing of Goods or Merchandize, as the said Road, Quay, Wharf, Slope, or other Communication so to be cut through, raised, sunk, taken, or injured as aforesaid, or as near thereto as may be; and where the Road cut through, raised, sunk, taken, or injured shall be a Turnpike Road, the substituted Road, if temporary, shall be set out and made, or the principal Road shall be restored, within Six Calendar Months next after the Commencement of the Operation.

LXX. And be it further enacted, That in all Cases in which 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 constantly kept shut by some Person to be appointed by the said Company (and which Person the said Company are hereby required to appoint), 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; and the Person intrusted with the Care of such Gate shall cause every such Gate to be shut as soon as such Carriages shall have passed through the same, under the Penalty of Forty Shillings for every Default therein.

LXXI. And be it further enacted, That the said Company shall at their own Expence, so soon as 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 Two or more Justices of the Peace acting within their respective Jurisdictions shall, on the Application of the Owner or Occupier of any Lands, judge necessary and appoint (in case there shall be any Dispute about the same), for the Use of the Owners or Occupiers of the

respective Lands through which such Railway shall be made, and for the commodious Use and Occupation of the Lands on either Side of the said Railway, or for protecting the said Lands from Trespass, or the Cattle or other Property of the Owners or Occupiers thereof from straying or escaping thereout, by reason of such Railway, or any other Matter or Thing to be done in pursuance of this Act; and all such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages so to be made as aforesaid shall from Time to Time and at all Times thereafter be maintained in sufficient Repair and Condition by the said Company; and for the Purpose of enabling the said Company to make and erect such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, and from Time to Time to maintain the same, the said Company, their Contractors, Agents, and Workmen, are hereby authorized and empowered to enter into and upon all Lands adjoining the said Railway, and to load and carry the Materials for making or repairing such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, in Carts and other Carriages across or along such Lands, in such Manner as to do as little Damage as may be to the same; and 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 herein-before directed, or any of them, for the Space of Ten Days after the Time to be appointed for those Purposes respectively by such Justices, it shall be lawful for the respective Owners or Occupiers of the said Lands who shall find themselves aggrieved by such Neglect or Refusal to make and erect, or (as the Case may require) to repair and maintain, such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as the said Justices shall have directed or appointed to be made and erected, restored, and repaired as aforesaid, so that in making, erecting, restoring, repairing, or 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 constructed by the said Company, shall not be obstructed 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 paid 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 after a sufficient and particular Account and Demand in Writing shall have been delivered to and made from the said Company; and in default of Payment of the said Costs and Charges within the Time aforesaid the said Justices are hereby required by Warrant under their Hands and Seals to levy the said Costs and Charges by Distress and Sale of any of the Goods and Chattels of the said Company for the Use of the Party to whom such Costs and Charges shall have been allowed, rendering to the said Company the Overplus (if any), on Demand, after deducting the reasonable Charges of making such Distress and Sale, to be settled by the said Justices; 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

[Local.]

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Recovery

Recovery thereof by Action at Law as in other Cases is by this Act directed: Provided always, that no such Gate, Bridge, Arch, Hollow, Culvert, Fence, Ditch, Drain, or Passage shall be required to be made or erected or shall be made or erected over or under the said Railway or any Part thereof at any Place or in any Manner at or in which the same would, or whereby the same might, if so made or erected, prevent or obstruct the regular working or using of the said Railway or Works, or the Passage upon or along the same.

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

LXXII. And be it further enacted, That if any of the Owners or Occupiers of any Lands through which the said Railway shall be made shall at any Time apprehend that any of the Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, or Passages which the said Justices shall have so directed or appointed to be made or erected by the said Company are insufficient (either in Number or Situation) for the commodious Use or Occupation of the respective Lands through which the said Railway shall pass, it shall be lawful for any such Owner or Occupier, with the Consent of the said Company, upon Request made to them, or in case of their Refusal for the Space of Ten Days next after such Request, then with the Consent of the said Justices, (given after Summons to the said Company and due Hearing of their Objections,) to make and erect, at the Costs and Charges of such Owner or Occupier, any other Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, or Passages of the same or of like Construction or Form with those made and erected by the said Company over, under, or by the Side of, or leading to or from the said Railway, in such Places as such Justices shall find and adjudge 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: Provided always, that in making, erecting, maintaining, or repairing such Gates, Bridges, Arches, Hollows, Culverts, Ditches, Fences, Drains, and Passages, or any of them, the free Passage along or upon the said Railway be not prevented or obstructed thereby for any longer Space of Time or in any other Manner than shall be unavoidably necessary.

For fencing off Railway through private Lands.

LXXIII. 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

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.

LXXIV. 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, together with suitable Cloughs and Sluice Doors (where such are now used) of such Breadth, Depth, and Dimensions as shall be sufficient at all Times to convey the Water as clearly from the Lands adjoining or lying near to the said Railway, as also for keeping and preserving the Drainage of any District or Level the Drains whereof are vested in Trustees under any Act of Parliament, as effectual as before making the said Railway, without obstructing or impounding the same Water to the Prejudice of any of the said Lands, as also to prevent the Flow of the Tide into such Drains, and to admit the same when necessary as heretofore, and also to make proper Watering Places for Cattle in all Cases where by means of the said Railway the Cattle of any Person occupying Lands adjacent thereto shall be deprived of Access to their ancient Watering Place, and to supply the same at all Times with Water from such Rivers, Brooks, Streams, or Springs of Water as would have supplied the Cattle of such Person if the said Railway had not been made, or from any other Source or Feeder which can readily be obtained for that Purpose; and it shall be lawful for the said Company and they are hereby required from Time to Time to make such and so many Watercourses and Drains by the Side of and along or under the said Railway, or in, through, over, and across any Lands thereto adjoining, of such Dimensions, and in such Manner, and with such proper and convenient Bridges over and Tunnels under the same respectively, as any Two or more Justices of the Peace for the County, Riding, or Place in which such Lands shall be situate shall from Time to Time judge necessary and appoint, in case there shall be any Dispute about the same, for the Purpose of conveying Water to the said Watering Places respectively; and all such Arches, Tunnels, Culverts, Watercourses, Drains, Cloughs, and Sluice Doors, and other Passages, shall from Time to Time be supported, maintained, cleansed, and kept in good and sufficient Repair by the said Company; and if at any Time after Five Days Notice in Writing shall have been given to the said Company by or on behalf of any Owner or Occupier of Land, or the Trustees, Clerk, or Surveyor of any Drainage adjoining or lying near to the said Railway, that the said Arches, Tunnels, Culverts, Drains, Watercourses, Cloughs, and Sluice Doors, or other Passages, or any of them, are not made, or being made are not cleansed, maintained, and repaired according to the true Intent and Meaning of this Act, the said Company shall not proceed to make or cleanse, maintain and repair, as the Case may be, such Arches, Tunnels, Culverts, Drains, Watercourses, Cloughs, and Sluice Doors, or other Passages, it shall be lawful for any Person to apply for an Order in Writing to any Two or more Justices of the Peace for the County, Riding, or Place in which such Lands shall be situate 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

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

as

as aforesaid, enabling such Persons to make or cleanse and repair such Arches, Tunnels, Culverts, Watercourses, Drains, Cloughs, and Sluice Doors, 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 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 Owners of adjoining Lands to make Branches to communicate with Railway.

LXXV. And be it further enacted, That nothing in this Act contained shall extend to prevent the respective Owners or Occupiers of Lands adjoining to the said Railway, or any other Persons, from laying down, either upon their own Lands or upon the Lands of other Persons with the Consent of such Persons, any Collateral Branches from their respective Lands 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 as may be most convenient for that Purpose, and as may least interfere with the free Passage of the said Railway; and the said Company shall not receive any Rate or Toll for the passing of any Goods or other Things along such Branch so to be made by any such Owner or Occupier or Person as aforesaid: Provided always, that the said Company shall not be bound to make any such Openings in the Ledges or Flanches of the said Railway for the Purpose of effecting such Communication in any Yard or Station or in any Place where they shall have erected or set up any Building, Steam Engine, Works, or Machinery, or in any Place which they shall have appropriated or set apart for any specific Purpose with which such Communication would interfere, or upon any Inclined Plane or 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 Place for making any such Openings in the Ledges or Flanches of the said Railway for the Purpose of such Communication, the same shall be left to the Decision of any Two Justices of the Peace for the County, Riding, or Place within which such Lands shall be situate, whose Determination, after the Examination of competent Witnesses to be produced before them, shall be binding; and such Justices are hereby authorized and empowered to take cognizance of all such References, and to act therein accordingly.

Roads may be made across Railway by Owners of adjoining Lands.

LXXVI. Provided always, and be it further enacted; That nothing herein contained shall extend to prevent any Owner of any Lands adjoining the said Railway from making any Railway, Bridge, or Culvert to, from, across, over, under, or into the said Railway hereby authorized to be made by the said Company, and from using such his Railway, Bridge, or Culvert for the Benefit of himself and of all other Persons to whom he may from Time to Time give Leave, so that such Railway, Bridge, or Culvert do not in any Manner injure or prevent or obstruct the free Passage upon the Railway and Works hereby authorized to be made by the said Company; and all such Railways, Bridges, and Culverts shall be made and erected, and from Time to Time repaired and renewed,

under

under the Superintendence of the Engineer of the said Company, and according to the Plans and Specifications to be submitted to and approved of by such Engineer previously to the commencing of such Railways, Bridges, and Culverts respectively: Provided nevertheless, that in case any Damage or Obstruction shall be, by the making of any such Railway, Bridge, or Culvert, or by the Want of Repair thereof, done or occur to or in the Railway or Works by this Act authorized to be made by the said Company, the said Company may forthwith repair or remove, as the Case may be, such other Railways, Bridges, and Culverts at the Expence of the respective Owners for the Time being of the Land for whose Benefit the same may have been made or continued; and it shall be lawful for the said Company 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*.

LXXVII. And be it further enacted, That all Persons opening any Gate set up across the said Railway, or any Gate set up at either Side of the said Railway, shall and they are hereby respectively required (as soon as they, and the Carriages, Cattle, or other Animals or Things under their Care, or which they may accompany, shall have passed through the same,) 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 opening upon Railway to be shut and fastened after Persons have passed through them.

LXXVIII. And be it further enacted, That the First General Meeting of the said Company shall be held within Six Calendar Months next after the passing of this Act; and from and after such First General Meeting of the said Company there shall be an Annual General Meeting of the said Company in the Month of *February* in each and every Year at such Place as the Directors for the Time being shall fix, and also such and so many Special General Meetings of the said Company as the said Directors for the Time being shall think proper, and such Annual General Meetings and Special General Meetings may be adjourned from Time to Time, and from Place to Place.

First and other General Meetings of Company.

LXXIX. And be it further enacted, That Thirty or more Proprietors of the said Company, holding in the Aggregate Five 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 the Clerk of the said Company, or left at or delivered to some Inmate of his last or usual Place of Abode, require the Directors of the said Company to call a Special General Meeting of the Proprietors of the said Company, so as such Requisition fully express the Object for which such Special General Meeting is required to be called; and in case of Neglect or Refusal of the said Directors to call such Meeting for the Space of Twenty-one Days next after such Notice shall have been given as aforesaid, the same may be called by such Thirty or more Proprietors, who shall give Fourteen Days Notice thereof in some Newspaper usually circulated within the Town of *Hull*, and the said Company are hereby

Meetings of Proprietors may be specially convened.

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authorized to meet in pursuance of such Notice, and such of the Proprietors thereof as shall be present at such Meeting 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 to those only); and all Acts of the major Part in Number of Votes of the Proprietors of the said Company met together at any such Special General Meeting shall be as valid (with respect to the Matters specified in such Notice, and those only,) as if the same had been done at a General Meeting held at the Time and in the Manner herein-before appointed for holding the same.

Business at
Special and
adjourned
General
Meetings.

LXXX. 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
Meetings
how to be
given.

LXXXI. Provided always, and be it further enacted, That all Notices in this Act directed to be given of any General or Special General Meeting of the Proprietors of the said Company, or to any of the Proprietors of the said Company, and all other Notices which may be required to be given by or on behalf of the said Company, and which are not herein otherwise provided for, shall be signed by the Clerk of the said Company, or in case of his Absence or Inability from Illness or any other Cause, then by the Chairman or Deputy Chairman of the Directors of the said Company, and shall be given by Advertisement inserted in some Newspaper usually circulated in the Town of *Hull*; and such last-mentioned Notices, when so published and given, shall be deemed and considered the same as if personally served.

Directing
how Sub-
scribers shall
vote.

LXXXII. And be it further enacted, That at all General and Special General Meetings held by virtue of this Act all Corporations and Persons who shall have duly subscribed for or become entitled to any Share or Shares (not exceeding Twenty) in the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, shall have a Vote for each such Share; and all such Corporations and Persons as aforesaid as shall have subscribed for or become entitled to more than Twenty Shares in the said Undertaking, their respective Successors, Executors, Administrators, and Assigns, shall, over and above the Twenty Votes which they shall respectively have for or in respect of the first Twenty Shares, have an additional Vote for every Five Shares which they shall have subscribed for or become entitled to in the said Undertaking beyond the Number of Twenty Shares; and such Vote or Votes may be given by such respective Parties or (in their Absence) by their respective Proxies constituted under the Seals of such Corporations, or under the Hands of the other Proprietors appointing such Proxies (all such Proxies being Proprietors of Shares in the said Undertaking), and every such Vote by Proxy shall be as good and sufficient to all Intents and Purposes as if the Principal had voted in Person; and every Question, Matter, or Thing which shall be proposed at any General or Special General Meeting of the said Company shall be determined by the 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 also as a Proxy, but (in case of an Equality of Votes) shall and may also have a deciding or
casting

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 Appointer or Appointers of the Proxy thereby constituted and other Circumstances will admit;

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

Form of Appointment of Proxy.

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

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

LXXXIV. And be it further enacted, That in case any Proprietor entitled to vote at any such Meeting as aforesaid shall be a Lunatic or Idiot or a Minor, such Lunatic or Idiot shall or may vote at such Meeting by his Committee or by any of such Committees; and such respective Committees may vote in respect of the Interest of such Lunatics or Idiots either in Person or by Proxy, and such Minor shall or may vote by his Guardian or by any of such Guardians, and such respective Guardians may vote in respect of the Interest of such Minors either in Person or by Proxy: Provided always, that every such Committee or Guardian may also vote on the same Occasion in right of his own Share or Shares, as well as in the Character of Committee of any Lunatic or of Guardian of any Minor; and every Corporation who may be entitled to any Shares in the said Undertaking shall or may vote at any such Meeting by the principal Officer of such Corporation, or by some Person to be appointed under the Common Seal of such Corporation for that Purpose.

Lunatics and Minors to vote by Committees and Guardians, and Corporations by their principal Officer.

LXXXV. And be it further enacted, That no Proprietor of any Share on which any Call made shall be unpaid shall at any Meeting of the Proprietors in arrear not to vote.

Proprietors in arrear not to vote.

prietors of the said Company be allowed to vote, either personally or by Proxy, until the Money called for in respect of such Share shall have been fully paid.

First General Meeting to choose Directors.

LXXXVI. And be it further enacted, That at the First General Meeting to be held as herein-before is mentioned, or at some Meeting to be held by Adjournment therefrom, the Proprietors then present (either personally or by Proxy) shall elect Fifteen Persons (each of whom shall be a Proprietor in his own Right of Twenty Shares at the least in the said Undertaking) to be the Directors and to manage the Affairs of the said Company (in lieu of those herein-after named); and of the Directors so to be elected as aforesaid Five shall be competent to act; and the several Persons so to be elected (unless they resign or become disqualified or be removed) 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 *February* in the Year of our Lord One thousand eight hundred and thirty-eight, and until others shall be elected in their Stead in pursuance of this Act.

General Meeting for choosing Directors to consist of at least Thirty Persons entitled to not less than Four hundred Votes.

LXXXVII. Provided always, and be it further enacted, That if at any such General Meeting there shall not, within One Hour from the Time appointed for such Meeting, be Thirty Persons present who shall be entitled to Four hundred Votes in the Aggregate, no Choice of Directors shall be made, nor shall any Business be transacted, but in such Case there shall be another Meeting of the said Company at the same Place at the Expiration of Fourteen Days from that Time; and if at such Second Meeting the requisite Number of Proprietors of Shares possessing the requisite Number of Votes shall not then attend (personally or by Proxy) within the Period aforesaid, such Second Meeting shall stand adjourned to the Day next following; and in case the requisite Number of Proprietors of Shares possessing the requisite Number of Votes as aforesaid shall not then attend as aforesaid, the Directors for the Time being shall continue to act and have the same Powers as they before had until new Directors shall be appointed at the next Annual General Meeting (any thing herein contained to the contrary notwithstanding).

Service of Directors.

LXXXVIII. And be it further enacted, That at the General Meeting to be held in the Month of *February* which will be in the Year of our Lord One thousand eight hundred and thirty-eight Five of the Directors who shall have been so elected as aforesaid (to be determined by Ballot among themselves) shall go out of Office and cease to be Directors of the said Company, and an equal Number of Persons (each of whom shall be a Proprietor in his own Right of Twenty Shares at the least in the said Undertaking) shall be elected by the said Company to be Directors in their Place and Stead; and at the General Meeting to be held in the Month of *February* which will be in the Year of our Lord One thousand eight hundred and thirty-nine Five of the remaining Directors who shall have been so primarily elected as aforesaid (to be determined as aforesaid) shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *February* which will be in the Year of our Lord One thousand eight hundred and forty the remaining Five Directors who shall have been so primarily elected as aforesaid shall go out of Office and cease

to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *February* in every subsequent Year 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.

LXXXIX. Provided always, and be it further enacted, That every Director who shall go out of Office on any annual Day of Election may be immediately or at any future Time re-elected a Director of the said Company, and after such Re-election he shall, with reference to the going out by Rotation, be considered as a new Director.

Directors going out of Office re-eligible.

XC. And be it further enacted, That when and so often as any Director (to be 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 the Direction.

XCI. Provided nevertheless, and be it further enacted, That no Person holding any Office or Place of Trust or Profit under the said Company, or being concerned or interested in any Contract with the said Company, shall be capable of being chosen a Director of the said Company, nor shall any Director be capable of accepting any other Office or Place of Trust or Profit under the said Company, or of being concerned or interested in any Contract with the said Company, during the Time he shall be a Director of the said Company; and if any Director of the said Company shall at any Time subsequently to his Election accept or continue to hold any other Office or Place of Trust or Profit under the said Company, or shall (either directly or indirectly) be concerned in any Contract with the said Company, or shall participate in any Manner in any Work to be done for the said Company, or shall at any Time cease to be a Proprietor of Twenty Shares in the said Undertaking, the Office of such Director shall thereupon become vacant, and he shall thenceforth be disqualified from voting or acting as a Director until he shall be again chosen and have become again qualified according to the Provisions of this Act.

No Person holding Office capable of being a Director.

XCII. And be it further enacted, That the Directors for the Time being of the said Company shall superintend all the Affairs thereof, and have the Custody of the Common Seal of the said Company, with Power to use the same on their Behalf, and shall have full Power and Authority to do all Acts whatever for carrying into effect the Purposes of this Act, and for the Management and Direction of the Affairs of the said Company, which the said Company are by this Act authorized to do (except such as are herein required and directed to be done at some General or Special General Meeting of the said Company); and the said Directors shall have Power to appoint and displace all the Officers and Servants of the said Company, and to allow to them such Salaries, Gratuities, or Recompences as to the said Directors shall seem proper, and the said Directors

Powers and Duties of Directors.

[Local.]

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may

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 have Authority to meet and adjourn from Time to Time and from Place to Place as they shall think proper, and there shall be Five Directors at the least present in order to constitute a Meeting; and all Questions, Matters, and Things which shall be discussed or considered at any Meeting of the Directors shall be finally determined by the Majority of Votes then present; and no Director shall have more than One Vote at any such Meeting, except the Chairman of such Meeting, who, in case of an equal Division, shall have a second or casting Vote as such Chairman; and the said Directors shall keep a regular Minute and Entry of their Proceedings at every Meeting of the said Directors, and 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 their Orders and Directions; and the said Directors shall also cause full and accurate Accounts to be kept 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 granted, or from any other Officer or Person employed in, or having any Concern, Dealing, or Transaction with the said Undertaking, or from any other Person on any Account for the Use of the said Company, and shall regularly enter 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 may require) of such Appointments, Contracts, Bargains, Receipts, and Disbursements, and of other their Orders and Proceedings, and which Book shall be deposited with and be kept locked up under the Care and Direction of the said Directors: Provided always, that it shall not be lawful for the said Directors to fix or order what Remuneration shall be allowed to their own Body: Provided also, that the said Directors shall and they are hereby required to take sufficient Security from every Person who shall be appointed Treasurer of the said Company, and from every Receiver, Collector, or Officer of the said Company who shall have the Custody or Control of any Money received by virtue of this Act, for the faithful Execution of his Office before he shall enter thereupon.

Chairman
and Deputy
Chairman of
Directors to
be appointed.

XCIH. And be it further enacted, That at the First Meeting of the Directors which shall be held after the passing of this Act, and at the First Meeting of the Directors who shall be appointed at the First General Meeting of the said Company, and at the First Meeting of the Directors to be held after the Annual General Meeting of the said Company in the Month of *February* in each Year, the Directors present at such Meeting of Directors shall choose out of their Body a Chairman and Deputy Chairman of the said Directors: Provided always, that when and so often as the Chairman or Deputy Chairman so to be chosen shall die, or resign; or become disqualified to act, or otherwise cease to be a Director, it shall be lawful for the Directors in like Manner, at a Meeting to be held as soon after such Vacancy as conveniently may be, to choose some other of their own Body to be Chairman or Deputy Chairman; and every such Chairman or Deputy Chairman to be chosen as last aforesaid to fill a Vacancy shall continue in such Office so long only as the Person in whose Place or Stead he may have been so elected would have been entitled

under the Provisions of this Act to continue if such Vacancy had not happened.

XCV. 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; and such Chairman, in case of an equal Division of Votes upon any Subject entertained at any such Meeting (in addition to his own Votes in respect of the Shares held by him, and in respect of the Shares of any other Proprietor whose Proxy he may hold,) shall have an additional or casting Vote.

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

XCV. And be it further enacted, That the Mayor of the Town or Borough of *Kingston-upon-Hull* for the Time being, the Chairman of the Dock Company at *Kingston-upon-Hull* for the Time being, (provided the respective Corporations to which they belong shall respectively be Proprietors of Twenty Shares or upwards in the said Undertaking, but not otherwise,) *Henry Broadley, George Cookman, Robert Martin Craven, Edward Gibson, John Gott, John Gresham, James Henwood, George Liddell, James Garth Marshall, Joseph Robinson Pim, Richard Richmond, Avison Terry, and Richard Tottie,* and the Survivors and Survivor of them or such of them as shall continue to act, shall be the first Directors of the said Company, and shall continue in Office until the First General Meeting of the said Company to be held in pursuance of this Act; and the said Directors herein-before named shall and they are hereby required to fix the Time of such First General Meeting within the Limit herein-before prescribed, and to give Notice thereof in the Manner herein-before prescribed with respect to General Meetings of the said Company; and until such First General Meeting shall be holden and such Directors shall have been duly elected, as herein-before prescribed, the said Directors herein named shall and lawfully may allot the Shares (if any) remaining undisposed of in the said Undertaking to such Persons desirous of taking the same as to the said Directors shall seem fit, and shall and may exercise all the Powers and Authorities by this Act given to or which may be exercised by the Directors who may be elected in pursuance thereof at the First or at any subsequent Annual General Meeting of the said Company.

First Directors of the Company.

XCVI. 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 and enter into any Contracts or Agreements on behalf of the said Company, and to hire and employ any Agents, Surveyors, Workmen, or Servants in and about the said Undertaking, and to do, execute, and perform all other Matters and Things whatsoever in and about the said Undertaking which the said Directors themselves are herein-before authorized to do, or such of them as the said Directors shall think proper to entrust to the Care and Management of such respective Committees (save and except nevertheless the making of Calls); and it shall be lawful for the said Directors for the Time being to order and direct such Recompence or Compensation to be made to such respective Committees from Time to Time as they shall think reasonable; and it shall be lawful for the said Directors, by an Order

Directors may appoint Committees, with Power to make Contracts, &c.

or

or Resolution for that Purpose, to break up and dissolve any such Committees, or to remove or displace any of the Members thereof respectively, and to appoint others in their Place and Stead, when and as often as such Directors shall think expedient; and such respective 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 Three of the Members present at the respective Meetings of such Committee; 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.

Orders and Proceedings to be entered in a Book.

XCVII. And be it further enacted, That the Orders and Proceedings of all Meetings, as well General as Special, of the said Company and of the said Directors and Committees, shall be entered in some Book or Books to be provided for that Purpose, and shall be signed by the Chairman of such respective Meetings; and such Orders and Proceedings, when so entered and signed, shall be deemed original Orders and Proceedings, and shall be allowed to be read in Evidence in all Courts, and before all Judges, Justices, and others, and that without Proof of such respective Meetings having been duly convened, or of the Persons making or entering such Orders or Proceedings being Proprietors or being Directors, or of the Signature of the Chairman, as the Case may be (all of which last-mentioned Acts shall be presumed).

Directors to cause Books of Accounts to be kept.

XCVIII. And be it further enacted, That the said Directors shall cause Books to be kept by a Book-keeper, who shall be expressly appointed by the said Directors for that Purpose, and who shall enter or cause to be entered in the said 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 Books shall at all reasonable Times be open to the Inspection of the respective Loan Creditors for Money advanced and lent for the Purposes of this Act without Fee or Reward, and the said Loan Creditors may take Copies of or Extracts from the said Books or any Part thereof without paying any thing for the same; and in case any such Book-keeper shall refuse to permit or shall not permit such Loan Creditors or any of them to inspect such Books, or to take such Copies or Extracts as aforesaid, such Book-keeper shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence, to be levied and applied in the same Manner as other Penalties are by this Act directed to be levied and applied.

Clerk not to be Treasurer, and vice versa.

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

of his Partner, to be the Clerk for the Purposes of this Act; and if any Person shall accept both the Offices of Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of such Clerk, or 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 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 such Treasurer shall hold any Place of Profit or Trust under the said Company other than that of Treasurer, every Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person who shall sue for the same, to be recovered, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

C. And be it further enacted, That every Officer and Person who shall be appointed or employed by virtue of this Act shall from Time to Time (when thereunto required by the said Company or by the said Directors) make out and deliver to the said Directors, or to such Persons as they shall respectively for that Purpose appoint, a true and perfect Account in Writing under his Hand of all Monies which shall have been by him received by virtue of this Act, and such Account shall state how and to whom and for what Purpose the same shall have been disposed of, together with Vouchers and Receipts for such Payments; and every such Officer or Person shall and is hereby required to pay all such Monies as upon the Balance of such Account shall appear to be owing from him to the Treasurer of the said Company, or to such Persons as the said Company or the said Directors shall respectively appoint to receive the same; and if any such Officer or Person shall refuse or neglect to render such Accounts, or to produce and deliver up the Vouchers and Receipts relating to the same, or to pay the Balance thereof when thereunto required in manner aforesaid, or shall refuse or neglect to deliver up to the said Company or to the said Directors, or to such Persons 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 Persons as last aforesaid, all Books, Papers, and Writings in his Possession or Power relating to the Execution of this Act, then and in every such Case, Complaint being made thereof by the said Company or by the said Directors, or by any other Person in 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 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 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 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

Officers to
account.

[Local.]

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 if appearing shall not make out and deliver to such Justice such Account 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 as aforesaid, then and in any of the Cases aforesaid the said Justice may and he is hereby required by Warrant under his Hand and Seal to commit such Officer or Person to some Common Gaol or House of Correction 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 out 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, and the reasonable Charges of such Distress and Sale as shall in that respect have been made, or until he shall have compounded with the said Company 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.

General
Meetings
may make
Bye Laws.

CI. 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 them shall seem expedient 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, and of the Officers and Servants of the said Company in all respects whatsoever, and from Time to Time to alter or repeal such Bye Laws, 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 One Offence, such Fines and Forfeitures to be levied and recovered as any Penalty may by this Act be levied and recovered; which said Bye Laws, Rules, and Orders, (except such as shall relate solely to the Proprietors or Directors of the said Company, or to any of their Officers or Servants,) being reduced into Writing under the Common Seal of the said Company and painted on Boards, shall be affixed and continued on some conspicuous Part of the several Toll Houses which may be erected on the said Railway, and on the 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, and 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 Clauses, Provisions, and Directions in this Act contained; and all such Bye Laws, Rules, and Orders shall be subject to Appeal in manner herein-after mentioned.

CII. 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 to be made up and balanced once in every Year, 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 of constructing, maintaining, and carrying on the said Undertaking, and of all other the Receipts and Expenditures of the said Company or of the said Directors up to that Period; and it shall be lawful for the said Company and they are hereby empowered from Time to Time at their Annual General Meeting, or at a Special Meeting to be called for that Purpose, to declare and make a Dividend or Dividends out of the clear Profits of the said Undertaking, and such Dividend shall be after the Rate of so much *per* Share upon the several Shares held by the Members of the said Company in the Joint Stock thereof: Provided always, that no Dividend shall be made exceeding the net Amount of clear Profit at the Time being in the Hands of the said Company or of the Directors or Treasurer thereof, nor whereby the Capital of the said Company shall in any degree be reduced or impaired, nor shall any Dividend be paid in respect of any Share, after a Day appointed for Payment of any Call of Money in respect thereof, until such Call shall have been paid.

Accounts to be made up annually.

CIII. Provided always, and be it further enacted, That it shall be competent to any Annual General Meeting to call for and examine the Accounts of the said Company, and of the Directors, and of the Treasurer, Receivers, or Collectors of the Rates, Tolls, and other Sums by this Act granted, and of the other Officers of the said Company.

General Meetings to examine Accounts.

CIV. And be it further enacted, That the said Company shall and they are hereby required, at their First or some subsequent General Meeting, and afterwards from Time to Time, to cause the Names of the several Corporations and the Names and Additions of the several Persons who shall then be or who shall from Time to Time thereafter become entitled to Shares in the said Undertaking, with the Number of Shares which they are respectively entitled to hold, and the Amount of the Subscriptions paid thereon, and also the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered in a Book to be kept by the Clerk of the said Company, and after such Entry made to cause their Common Seal to be affixed thereto; and the said Company shall from Time to Time cause a Certificate or Ticket with the Common Seal of the said Company affixed thereto to be delivered, on Demand, to every such Proprietor for each Share to which he is entitled in the said Undertaking, specifying the Number thereof, such Proprietor paying to the Clerk of the said Company the Sum of One Shilling, and no more, for each such original Certificate or Ticket; and such Certificate or Ticket shall be admitted in all Courts whatsoever as *prima facie* Evidence of

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

of the Title of such respective Proprietors, their Successors, Executors, Administrators, or Assigns, to the Share or Shares therein specified, but the Want of such Certificate or Ticket shall not hinder or prevent the Proprietor of any of the said Shares from selling or disposing thereof; and such said Certificate or Ticket may be in the Words or to the Effect following; (that is to say,)

Form of
Certificate of
Share.

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

For granting
new Certifi-
cates when
old ones are
destroyed or
worn out.

CV. And be it further enacted, That if any such Certificate or Ticket as aforesaid shall be worn out, damaged, lost, or destroyed, then (upon due Proof thereof to the Satisfaction of the Directors of the said Company) a similar Certificate or Ticket shall be given to the Proprietor of the Share in respect whereof the Certificate or Ticket so worn out, damaged, lost, or destroyed was granted, the said Clerk receiving for every such renewed Certificate or Ticket which shall be so given or exchanged the Sum of Two Shillings and Sixpence, and no more.

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

CVI. 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 Places of Abode of the several Proprietors of the said Undertaking, and of the several Corporations 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 Corporation, the Clerk or Agent of such Corporation duly appointed, may at all convenient Times have recourse to and peruse such Books *gratis*, and may have Copies thereof or of any Part thereof, paying at and after the Rate of Sixpence for every One hundred Words so copied; and if the Clerk of the said Company shall refuse to permit or shall not permit any such Proprietor or Clerk or Agent of such Corporation as aforesaid to peruse such Book at all convenient Times, or shall refuse or neglect to make such Copy within a reasonable Period on being paid as aforesaid, he shall forfeit and pay the Sum of Five Pounds for every such Offence for the Benefit of the said Undertaking.

For ascer-
taining Pro-
prietorship
of Shares in
case of
Deaths, in
order to the
Payment of
Dividends in
respect of
such Shares.

CVII. And whereas by the Death of or by other Events happening to Proprietors, or by the Marriage of Female Proprietors of Shares in the said Undertaking, it may be difficult to ascertain to whom such Shares or the Dividends arising or becoming due upon such Shares may belong or ought to be paid; be it therefore enacted, That in all Cases where the Right of Property in any Share in the said Undertaking shall pass from any Proprietor thereof to any Corporation or Person by any other legal Means than by a Sale or Assignment thereof duly made and executed as herein-before directed, a Declaration in Writing shall be made by some credible Person before some Master or Master Extraordinary in the High Court

Court of Chancery, or any of His Majesty's Justices of the Peace, stating the Manner in which such Share hath passed to such Corporation or Person; and such Declaration 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 the Sum of Two Shillings and Sixpence, and no more; and the said Company shall not be bound to see to the Execution of any Trust, whether express or constructive, to which any such Share shall be subject or liable; and before such Declaration shall have been transmitted and such Entry made as aforesaid no Corporation or Person to whom any such Share shall have passed as aforesaid shall be entitled to receive any Part of the Profits of the said Undertaking, or to vote or to exercise any of the Privileges of a Proprietor in respect of such Share: Provided always, that before any Person who shall claim any Part of the Profits of the said Undertaking in right of Marriage with any Female Proprietor shall be entitled to receive the same, or be entitled to vote in respect of any Share, a Declaration in Writing containing a Copy of the Register of such Marriage, or other Particulars of the Celebration thereof, and identifying the Wife as the Proprietor of the Share in respect whereof any such Claim may be made, shall be made by some credible Person before some Master or Master Extraordinary in 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 or Assignments of Shares in the said Undertaking; and before any Corporation or 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 any Part of the Profits of the said Undertaking, or to vote in respect of any Share, the said Will or the Probate thereof, or the Letters of Administration, shall be produced and shown 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 verified by such Declaration as aforesaid 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 such Letters of Administration, shall be transmitted to the said Clerk, who shall file and enter the same as herein-before directed.

CVIII. 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, and at such Times and Places, 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; and in case any Party shall refuse or neglect to pay the Money by him 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 to sue for and recover the same, with full Costs of Suit, in any Court of Law or Equity, together

To compel
Payment of
Subscrip-
tions.

[Local.]

35 D

with

with Interest on such unpaid Sum of Money at the Rate of Five Pounds *per Centum per Annum* from the Time when the same shall have been directed to be paid as aforesaid up to the Day of actual Payment thereof.

Power of
Directors to
make Calls.

If Calls are
not paid, In-
terest may be
charged
thereon.

If Principal
and Interest
are not paid
in Two
Months
the Company
may sue for
them, or de-
clare the
Shares for-
feited.

CIX. 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 and to carry on the same, as they from Time to Time shall find necessary, so that the aggregate Amount of Calls made or Money paid for or in respect of any such Shares shall not amount to more than the Sum of Fifty Pounds on any such Share, and so that no such Call shall exceed the Sum of Ten Pounds upon each Share which any Corporation or Person shall be possessed of or entitled to in the said Undertaking; and there shall be an Interval of at least Three Calendar Months between each successive Call, and Twenty-one Days Notice at the least shall be given of every such Call by Advertisement in some Newspaper usually circulated within the Town of *Hull*, and all 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 for the Use of the said Undertaking, and the respective Owners of Shares in the said Undertaking shall pay their 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 order and appoint; and if any Owner of any such Share shall not so pay such his 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 of any such Share shall neglect or refuse so to pay such his rateable Proportion, together with the Interest, if any, which shall accrue for the same, for the Space of Two Calendar Months after the Day appointed for the Payment thereof, then it shall be lawful for the said Company to sue for and recover the same in any of His Majesty's Courts of Record by Action of Debt or on the Case, or by Bill, Suit, or Information; or the said Company or the said Directors may and they are hereby authorized to declare the Shares belonging to any Owner so refusing or neglecting to pay any such Call, together with Interest, in manner last aforesaid, to be forfeited and to be sold, subject to the Provisions of this Act: Provided nevertheless, that no Advantage shall be taken of any Forfeiture of any Shares in the said Undertaking until Notice in Writing under the Hand of the Clerk or Treasurer of the said Company, of such Share having been declared by the Directors forfeited, shall have been given or sent by the Post unto or delivered to some Inmate of the last or usual known Place of Abode of the Owner of every such Share, nor until the Declaration of Forfeiture of the said Directors shall have been confirmed either at a General Meeting of the said Company or at some 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 least from the Day on which such Notice of Forfeiture shall have been given as aforesaid; and after such Forfeiture shall have been confirmed by such General Meeting or Special General Meeting the said Company, by an Order to be made at a General Meeting or Special General Meeting, shall have Power to direct the said Directors to dispose of the Shares so forfeited, or any of them, in manner by this Act directed, and the said Directors may in that Case sell and dispose

dispose of such Shares at public Auction or by private Contract, and together or in Lots, or in such other Manner and for such Price as they may think fit; and a Declaration in Writing made by some credible Person not interested before any Justice of the Peace, or before any Master or Master Extraordinary in the High Court of Chancery, stating that such Call had been made by the said Directors, and that such Notice had been given, and that such Default in payment had been made in respect of the Share so sold, and that the same Share had been declared to be forfeited, and that such Declaration had been confirmed in manner herein-before mentioned, shall be sufficient Evidence of the Facts therein stated; and the Purchaser of such Share shall not be bound to see to the Application of his Purchase Money, nor shall his Title to such Share be affected by any Irregularity of Proceeding in reference to such Sale, but such Declaration and the Receipt of the Treasurer of the said Company for the Price of such Share shall be sufficient Evidence of Title thereto for all Purposes whatsoever.

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

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

CXI. And be it further enacted, That in any Action to be brought by the said Company against any Proprietor of any Share in the said Undertaking to recover any Money due and payable to the said Company for or by reason of any Call made by virtue of this Act, it shall be sufficient for the said Company to declare and allege that the Defendant, being a Proprietor of so many Shares in the said Undertaking, is indebted to the said Company in such Sum of Money as the Calls in arrear shall amount to, for so many Calls of such Sums of Money upon so many Shares belonging to the said Defendant, whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth the special Matter; and on the Trial of such Action it shall only be necessary to prove that the Defendant at the Time of making such Call was a Proprietor of such Shares in the said Undertaking as such Action is brought in respect of, or some One such Share, and that such Notice was given as is directed by this Act of such Calls having been made, without proving the Appointment of the Directors who made such Calls, or any other Matter whatsoever, and the said Company shall thereupon be entitled to recover what shall appear due

Proceedings in Actions for Calls.

due (including Interest computed as aforesaid) on such Calls, unless it shall appear that any such Call exceeded Ten Pounds for every Share, or was made within the Distance of Three Calendar Months from the last preceding Call; and in order to prove that the Defendant was a Proprietor of such 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, shall be *prima facie* Evidence that such Defendant was a Proprietor of Shares, and of the Number and Amount of his Shares therein.

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

CXII. And whereas in Cases in which Proprietors of Shares in the said Undertaking shall die, or become insolvent or bankrupt, or go out of the Kingdom, or shall transfer their Right and Interest therein to other Persons, and no Register shall have been made of the Transfer thereof with the Clerk of the said Company, or being Females shall marry, it may not be in the Power of the said Company to ascertain who are the Proprietors of such Shares in order to give to them, or to their respective Executors, Administrators, Husbands, Successors, or Assigns, Notice of Calls to be made on such Shares, or to maintain Actions, Suits, or other Proceedings against them, or against their respective Executors, Administrators, Husbands, Successors, or Assigns, for the Recovery of the same; be it therefore enacted, That in all Cases where the Right of Property in any Share in the said Undertaking shall pass from the original Proprietor thereof to any Corporation or Person by any other legal Means than by a Sale or Assignment thereof duly made and executed as herein provided, and such Declaration as is herein in that Behalf directed shall have been transmitted to the Clerk of the said Company, then and in any of the Cases aforesaid, after Twenty-one Days Notice in Writing shall have been given by the said Directors under the Hand of the Clerk or Secretary of the said Company to the Corporation or Person stated or claiming in such Affidavit to be the then Proprietor of such Share, or delivered to some Inmate of the last or usual known Place of Abode of such Person, or in case there shall be no such Inmate, then affixed to some conspicuous Part thereof, or, in the Case of a Corporation, to the Clerk of such Corporation, to pay his or their Proportion of Money to be called for, and such Corporation or Person shall not have paid such his or their Proportion as aforesaid, it shall be lawful for the said Company, at any General Meeting or Special General Meeting after the Expiration of such Notice, to declare any such Share 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, and with such Powers and with such Indemnity to Purchasers as in other Cases of Sales of Shares forfeited for the Nonpayment of Calls thereon; or such Shares may, at the Option of the said Company, be consolidated in the general Fund of the said Company; and in case there shall be no such Declaration made as aforesaid, then such Notice as is herein-before directed to be given shall be served upon or delivered to some Inmate of the last or usual known Place of Abode of the Executors or Administrators of such Proprietor so dying, or the Husband of such Female Proprietor so marrying, or of the Assignees or Trustees of such Proprietor so becoming bankrupt or insolvent; or in the event of the Share having been disposed of as aforesaid, of the last Proprietor appearing in
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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, or in case the Proprietor of the Share shall be known to be out of the Kingdom, such Notice shall be inserted in the *London Gazette*; and in all such Cases and after such Notices, on Default being made, the said Shares shall be forfeited, and may be sold or be consolidated with the general Fund of the said Company in manner aforesaid; and the like Evidence of Title shall be sufficient on any Sale, and the like Indemnity to the Purchaser shall exist, as in other Cases of Sales on account of Nonpayment of Calls: Provided always, that in the Case of Proprietors being Abroad the Shares shall not be forfeited until the Expiration of Six Calendar Months after the Day on which such Notice shall have been delivered to some Inmate of their last or usual known Place of Abode in *England*, if any such shall be known, and inserted in the *London Gazette* as aforesaid.

CXIII. And be it further enacted, That any Person who shall wilfully and corruptly make and subscribe any Declaration required to be made and subscribed under the Authority of this Act, knowing the same to be untrue in any material Particular, shall be deemed guilty of a Misdemeanor.

Persons making false Declaration guilty of a Misdemeanor.

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

Shares to be Personal Estate.

CXV. And be it further enacted, That it shall be lawful for the several Proprietors of Shares in the said Undertaking, and their respective Executors and Administrators and Successors, to sell and assign such Shares, subject to the Rules and Conditions herein mentioned; and the Form of Sale or Assignment of Shares shall be in Writing or in Print, or partly in Writing and partly in Print, and may be in the following Words or to the like Effect, varying the Names and Descriptions of the contracting Parties as the Case may require; (that is to say,)

Proprietors of Shares may sell the same.

‘ I *A. B.* of _____ in consideration of the Sum of _____
 ‘ paid to me by *C. D.* of _____
 ‘ do hereby assign and transfer to the said *C. D.* _____ Share,
 ‘ numbered _____ of and in the Undertaking called the *Hull*
 ‘ and *Selby* Railway, to hold unto the said *C. D.*, his Executors, Ad-
 ‘ ministrators, and Assigns [*or* Successors and Assigns], subject to the
 ‘ several Conditions on which I held the same immediately before the
 ‘ Execution hereof; and I the said *C. D.* do hereby agree to accept and
 ‘ take the said Share subject to the Conditions aforesaid. As witness
 ‘ our Hands and Seals the _____ Day of _____.’

Form of Transfer of Shares.

And on every such Sale the Deed of Sale or Assignment, being executed by the Seller and Purchaser, 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 Sale or Assignment, and indorse the Entry of such Memorial on the said Deed of Sale or Assignment, 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

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such

such Entry or Memorial accordingly, and, on Request, to make an Indorsement of such Sale or Assignment on the Certificate of each Share so sold, and deliver the same to the Purchaser or Assignee for his Security, for which Indorsement no more than One Shilling shall be paid; and such Indorsement, being signed by the said Clerk, shall be considered in every respect the same as a new Certificate; and until such Memorial shall have been made and entered as before directed such Purchaser or Assignee shall have no Part or Share of the Profits of the said Undertaking, nor any Interest in respect of such Share paid to him, nor any Vote in respect thereof, as a Proprietor of the said Undertaking.

Power to
close Transfer
Books at cer-
tain Periods.

CXVI. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized to close the Books kept for entering Memorials of Transfers of Shares for a Period not exceeding Five Days before each Annual General Meeting of the said Company, and to fix a Day for that Purpose, during which Time the said Company shall not be bound to take notice of any Transfer which shall not have been registered previously to the Day fixed for closing the Books; but all such Transfers shall, as between the Party claiming under the same and the said Company, but not otherwise, be considered as made subsequently to such Annual General Meeting: Provided always, that Fourteen Days previous Notice at the least of the Day on which the Transfer Books shall be closed shall be given in some Two or more Newspapers usually circulated in the said Town of *Hull*.

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

CXVII. And be it further enacted, That no Corporation or Person shall sell or assign any Share which he or they 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 at the Time of such Sale or Assignment he or they shall have paid the full Sum of Money which shall have been called for in respect of each Share so to be sold or assigned.

Receipt of
One Proprie-
tor of a Share
sufficient.

CXVIII. And be it further enacted, That the Receipt of the Person or of any One of the Persons in whose Name or Names any Share in the said Undertaking shall stand in the Books of the said Company shall from Time to Time be a sufficient Discharge to the said Company for any Dividend or other Sum of Money which shall become payable and be paid for or in respect of such Share, notwithstanding any Uses or Trusts upon or to which such Share shall be then settled, conveyed, or assigned, and the said Company shall not be bound to see to the Application of the Money mentioned in such Receipt.

Receipt of
the Parent or
Guardian of
a Minor
sufficient.

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

Railway to
be free on
Payment of
Rates, &c.

CXX. And be it further enacted, That all Persons shall have free Liberty to pass along and upon and to use and employ the said Railway with Carriages properly constructed, as by this Act directed, upon Pay-

ment only of such Rates and Tolls as shall be demanded by the said Company, not exceeding the respective Rates or Tolls by this Act authorized, and subject to the Provisions of this Act, and to the Rules and Regulations which shall from Time to Time be made by the said Company or by the said Directors by virtue of the Powers to them respectively by this Act granted.

CXXI. 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 any Part thereof, any Rates or Tolls not exceeding the following; (that is to say,) Tolls to be taken by Company for Goods conveyed on the Railway.

For Lime to be used as Manure, Düng, Compost, or other Manure, and for Materials for the Repair of public and private Roads and Highways, the Sum of One Penny *per Ton per Mile* :

For Coal, Lime, Limestone to be used otherwise than as Manure, Coke, Culm, Charcoal, Cinders, Stone, Sand, Clay, Fullers Earth, Building, Pitching, and Paving Stones, Flags, Bricks, Tiles, and Slates, Pig Lead, Pig and old Iron, the Sum of Three Halfpence *per Ton per Mile* :

For Sugar, Corn, Grain, Flour, Dyewoods, Timber, Staves, Deals, Lead, Bar Iron, and other Metals, the Sum of Two-pence Halfpenny *per Ton per Mile* :

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

CXXII. 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 and in respect of Passengers, Beasts, Cattle, and Animals conveyed in Carriages upon the said Railway, any Tolls not exceeding the following; (that is to say,) Tolls to be taken for Passengers or Cattle conveyed upon the Railway.

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

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

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

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

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

CXXIII. 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 Articles, Matters, or Things, Persons, Cattle, or Animals, upon the said Railway, and also along and upon any other Railway communicating therewith, with the Consent of the Owners of such Railway, and to receive, demand, and recover Company empowered to provide and charge for locomotive or other propelling Power.

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

Company empowered to carry and convey Passengers and Goods.

CXXIV. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized, if they shall think proper, to use and employ locomotive Engines or other moving Power, and in Carriages or Waggon drawn or propelled thereby to carry and convey upon the said Railway, and also upon and along any other Railway or Railways, with the Consent of the Owners of such Railway or Railways, all such Passengers, Animals, Goods, Articles, Matters, and Things as shall be offered to them for that Purpose, and to make such reasonable Charges for such Carriage and Conveyance as they shall think proper, in addition to the several Rates, Tolls, or Sums which they are hereby authorized to receive; and the said Company shall and may have and exercise all the same Remedies for Recovery of the Charges for such Carriage and Conveyance as are given to them by this Act in reference to the Rates, Tolls, and Sums hereby made payable by Persons using the said Railway, or the said Company may, at their Option, sue for and recover such Charges or any Part thereof in any Court of Law or Equity: Provided always, that nothing in this Clause contained shall extend to take away or interfere with the Rights of the Proprietors of any other Railway upon which the said *Hull and Selby* Railway Company may carry by virtue thereof.

Packages containing Goods of a dangerous Quality to be marked.

Company not compelled to carry such Goods.

CXXV. And for the better preventing of Accidents or Injury which might arise on the said Railway and Works from the unsafe and improper Carriage of certain Goods and Merchandize upon the same; be it further enacted, That every Person who shall send or cause to be sent by the said Railway any Aquafortis, Oil of Vitriol, Gunpowder, or any other Goods whatsoever of a dangerous Quality, shall distinctly mark or state the Nature of such Goods on the Outside of the Package containing the same, or shall otherwise give Notice in Writing to the Book-keeper or other Servant of the said Company with whom the same shall be left at the Time of so sending or causing the said Goods to be sent, on pain of forfeiting for every Default herein the Sum of Five Pounds: Provided always, that the said Company shall not be compelled or compellable to carry upon the said Railway any Gunpowder or other Goods which in the Judgment of the said Company shall be of a dangerous Character, and it shall be lawful also for the said Company to restrain any other Persons from carrying thereon Gunpowder or such other Goods as aforesaid.

Passengers may carry Luggage without extra Charge.

CXXVI. And be it further enacted, That without extra Charge it shall be lawful for every Passenger travelling upon or along the said Railway to take with him his Articles of Clothing not exceeding Forty Pounds in Weight and Four Cubic Feet in Dimensions, and the said Company shall in no Case be in any way liable or responsible for the safe Carriage or Custody of or for any Loss of or Injury to any Articles, Matters, or Things whatsoever carried upon or along the said Railway with or accompanying the Person of or belonging to any Passenger, or delivered for the Purpose of being carried, other than and except such Passenger's Articles of Clothing not exceeding the Weight and Dimensions aforesaid:

Provided

Provided always, that nothing herein contained shall in any Case extend to charge or make liable the said Company further or in any other Case than where, according to the Laws of this Realm for the Time being, Stage-coach Proprietors and Common Carriers would be liable, nor shall any thing herein contained extend in any degree to deprive the said Company of any Protection or Privilege which either now or at any Time hereafter Common Carriers or Stage-coach Proprietors have or may have, but the said Company shall from Time to Time and at all Times have and be entitled to the Benefit of every such Protection and Privilege.

CXXVII. And be it further enacted, That it shall be lawful for the said Company from Time to Time to make such Orders for fixing and by such Orders to fix the Sum to be charged by the said Company in respect of small Parcels (not exceeding Five hundred Pounds Weight each) as to them shall seem proper: Provided always, that the Provisions herein-before contained shall not extend to Articles, Matters, or Things sent in large aggregate Quantities, although made up of separate and distinct Parcels, such as Bags of Sugar, Coffee, Meal, and the like, but only to single Parcels unconnected with Parcels of a like Nature which may be sent upon the Railway at the same Time.

Company authorized to fix the Prices of small Parcels.

CXXVIII. Provided always, and be it further enacted, That in all Cases in which any Article, Matter, or Thing, Passenger, Cattle, or Animal, shall pass upon the said Railway for a less Distance than Six Miles, the said Company are hereby empowered to demand, receive, and recover the before-mentioned Rates and Tolls for Six Miles, together with a reasonable Charge for the Expence of loading and unloading the same in Cases where the loading and unloading shall be done by the said Company, and which Charge the said Company are hereby authorized to make.

Regulating the Charge for short Distances.

CXXIX. And be it further enacted (without Prejudice to any of the Provisions herein-before contained), That in all Cases in which there shall be a Fraction of a Ton a Proportion of the Rates, Tolls, and Sums by this Act granted may be demanded and taken for such Fraction according to the Number of Quarters of a Ton contained therein, and where there shall be a Fraction of a Quarter of a Ton such Fraction shall be deemed and considered as a Quarter of a Ton, and in all Cases in which there shall be a Fraction of a Mile in the Distance which any Carriage shall pass upon the said Railway beyond Six Miles or any greater Number of Miles, the Proportion of the Rates, Tolls, or Sums which shall be demanded and taken for such Fraction shall be after the Rate of the Number of Quarters of a Mile contained therein, and when there shall be a Fraction of a Quarter of a Mile such Fraction shall be deemed and considered as a Quarter of a Mile; and in order to ascertain and calculate with greater Precision and Facility the Distance for which such Rates, Tolls, or Sums shall be demanded and taken upon the said Railway, the said Company shall cause the said Railway to be measured, and Stones or other conspicuous Marks, with proper Inscriptions thereon, to be set up and maintained along the whole Line thereof at the Distance of One Quarter of a Mile from each other.

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

Power to reduce the Rates, Tolls, &c.

CXXX. And be it further enacted, That it shall be lawful for the said Company from Time to Time as they shall think fit to reduce all or any of the Rates, Tolls, or Sums by this Act authorized to be taken, and to take such reduced Rates, and afterwards from Time to Time again to raise the same or any of them, and then to take such higher Rates, so that the same respectively shall not at any Time exceed the Amount by this Act authorized.

Rates, Tolls, &c. not to be reduced partially.

CXXXI. 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 alike upon all Parts of the said Railway, and from all Persons alike under the same or similar Circumstances.

A List of the Rates, Tolls, &c. to be exhibited in conspicuous Places.

CXXXII. And be it further enacted, That the said Company shall affix on Boards or otherwise, and shall continue as often as the same shall be obliterated or defaced, in or upon every Toll House or Building at which any of the Tolls, Rates, or Sums by this Act authorized shall be received, an Account or List of the several Rates, Tolls, and Sums which the said Company shall from Time to Time direct and appoint to be taken, and which shall be payable by virtue of this Act; and in case any Owner or Master of or Person having or assisting in the Charge of any Carriage passing upon the said Railway, or any Collector of the Rates, Tolls, or Sums aforesaid, shall, after and while such Account or List shall be affixed as aforesaid, demand or receive more than the Amount therein specified, such Owner, Master, Collector, or other Person as aforesaid shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

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

CXXXIII. Provided always, and be it further enacted, That it shall not be lawful for the said Company to demand or to receive any Rates, Tolls, or Sums for or in respect of any Article, Matter, or Thing, or any Passenger, Cattle, or Animal, carried or conveyed upon or along the said Railway, except during the Time only that the said Board shall be so affixed as aforesaid, and during the Time only that the Stones or other conspicuous Marks herein-before directed to be set up for ascertaining the Distances for which such Rates, Tolls, or Sums shall be taken shall so remain set up.

Penalty on Persons defacing Boards.

CXXXIV. And be it further enacted, That if any Person shall wilfully pull down, deface, or destroy any Board which shall have been set and put up or affixed by virtue of or in pursuance of this Act, or any Stone or Mark set up to denote Distances upon the said Railway, or shall (actually or constructively) concur or aid in the said Acts or any of them, he shall on Conviction forfeit and pay a Sum not exceeding Five Pounds for every Offence.

For preventing Toll Collectors from misbehaving.

CXXXV. 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 other conspicuous Part of the Toll House or other Building whereat 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

Height and of a Breadth in proportion, and painted either in White 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 on Duty; and if any Collector of the said Rates, Tolls, or Sums shall not place such Board as aforesaid and keep the same there during the Time he shall be on Duty as aforesaid, or shall demand or take a greater or less Rate, Toll, or Sum than he shall be authorized to do by virtue of the Powers of this Act, or of the Orders of the said Company or of the Directors thereof made in pursuance thereof, or shall refuse to permit any Person to read or shall in anywise hinder any Person from reading the Inscriptions on the Board to be affixed as aforesaid, or shall refuse to tell his Christian or Surname to any Person who shall demand the same, and who shall have paid the legal Rates, 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 or to any Person lawfully using the said Railway, then and in every such Case every such Collector shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

CXXXVI. And be it further enacted, That the Rates, 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 or as the said Directors shall, by Notice to be annexed to the Account or List of Rates, Tolls, or Sums, direct or appoint; and in case of Refusal or Neglect, on Demand, to pay such Rates, Tolls, or Sums as may have accrued due unto the respective Persons appointed to receive the same as aforesaid, 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 an Action of Debt or upon the Case in any of His Majesty's Courts of Record, or the Person to whom such Rates, Tolls, or Sums ought to have been paid may and he is hereby empowered, whether such Rates, Tolls, or Sums shall amount to the Sum of Ten Pounds or not, to seize the Goods, Articles, and other Things, Cattle and Animals, for or in respect whereof any 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, which may belong to the Person to whom the Goods, Articles, or Things, Carriages, Cattle, or Animals, so made liable to Seizure, shall belong, and which shall be or pass upon 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 all reasonable Charges for such Seizure and Detention; and if such Goods, Articles, and Things, Carriages, Cattle and Animals, shall not be redeemed within Twenty-one Days next after the taking thereof, the same shall be appraised and sold, and such Rates, Tolls, and Sums and Charges satisfied thereout, 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 herein-before mentioned.

Recovery of Rates, &c.

CXXXVII. And

Owners of Carriages to give an Account of their Lading.

CXXXVII. And be it further enacted; That the respective Owners or Persons having the Care of Carriages passing or being upon the said Railway shall give to the said Company, or to the Collectors of the Rates, Tolls, or Sums, at the Places where they shall attend for that Purpose, an exact and true Account in Writing signed by such Owners or Persons of the Quantity of Goods and other Things as aforesaid which shall be in or upon the Carriages so belonging to them or under their Care, and from whence such Carriages are brought, and where the same are intended to be unloaded or left or taken off the said Railway; and if the Goods or other Things contained in or upon any such Carriage shall be liable to the Payment of different Rates, 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 or any Person on behalf of the said Company who may demand the same, or shall give a false Account, or shall leave or deliver or take off the said Railway any Part of his Lading or Goods at any other Place than is mentioned in such Account, and shall be thereof convicted before any Justice of the Peace having Jurisdiction, every Person so offending shall forfeit and pay to the said Company for every such Offence 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 less Quantity of Goods than a Ton or Five hundred Pounds Weight (as the Case may be), which shall be in or upon such Carriage, of which such Account shall be so neglected or refused to be given, or concerning which such Bill of Lading shall not be produced as aforesaid, or of which a false Account shall have been given, or which shall be fraudulently left, delivered, or taken off the said Railway as aforesaid (as the Case shall happen to be), over and above the Rate, Toll, or Sum to which such Goods or Things may be liable.

Weight of Tonnage ascertained.

CXXXVIII. And for better ascertaining the Tonnage of Goods and other Things to be charged with the Payment of such Rates or Tolls, be it further enacted; That as respects all such Goods and other Things as aforesaid, except Stone and Timber, 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, or Ash, and Fifty Cubic Feet of all other Timber, shall be deemed One Ton Weight, any Usage to the contrary notwithstanding.

In case of Difference concerning Weight, the Collector may weigh or measure the Carriage.

CXXXIX. 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 of any Goods or other Things in or on such Carriage, or respecting the Goods or other Things in or on 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 examine, weigh, measure, and gauge, or cause to be examined, weighed, measured, and gauged, such Carriage, and all such Goods and Things as shall be therein or thereon; and in case the same shall, upon such examining, weighing, measuring,

measuring, or gauging, appear to be of greater Weight or Quantity or of different Quality than shall be stated in the Account given thereof as aforesaid, then the Person giving in such Account shall pay, and the Owner of such Carriage and the respective Owners of such Goods and other Things shall also, at the Option of the said Company, be liable to pay, the Costs and Charges of such examining, weighing, measuring, or gauging; all which Costs and Charges, upon Refusal or Neglect of Payment thereof, on Demand, shall and may be recovered and levied by and in such Ways and Manner as the said Rates, Tolls, and Sums are in this Act authorized to be recovered and levied; but if such Goods or other Things shall appear to be of the same Quantity and Quality or of less Weight or Quantity than shall be stated in such Account, then the said Company shall pay the Costs and Charges of such examining, weighing, measuring, or gauging, and shall also pay to such Owner of or Person having Charge of such Carriage, and to the respective Owners of such Goods or Things, such Damage as shall appear to any Justice of the Peace having Jurisdiction, 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 examining, weighing, measuring, or gauging, was without reasonable Ground or Belief, or that it was vexatious on the Part of such Collector or other Officer as aforesaid, then such Collector or other Officer as aforesaid shall himself pay the Costs and Expences of such examining, weighing, measuring, or gauging, and shall also pay to such Owner or Person, or to the respective Owners of such Goods or Things as aforesaid, such Damage as shall appear to such Justice to have arisen from such Detention; and in default of immediate Payment thereof by the said Company, or by such Collector or other Officer as aforesaid (as the Case may be), the same may be recovered by Distress and Sale of the Goods of the said Company, or of the said Collector or other Officer as aforesaid (as the Case may be), by Warrant under the Hand and Seal of such Justice, rendering the Overplus, if any, upon Demand, after deducting the Costs of such Distress and Sale, to the said Company or to the said Collector or other Officer as aforesaid, as the Case may require.

CXL. 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 due, or (as the Case may require) such Rates, Tolls, and Sums, and the Amount of the Charges of seizing, distraining, keeping, or selling such Distress, shall be ascertained by some Justice of the Peace having Jurisdiction, who, upon Application made to him for that Purpose, shall examine the said Matter upon Oath of the Parties or their Witnesses, and determine the Amount of the Rates, Tolls, or Sums due, or (as the Case may be) such Amount and also the Amount of the said Charges, and it shall be lawful for such Justice to assess and award such Costs to be paid by either of the said Parties to the other of them as he shall think reasonable; and in case of Non-payment thereof, on Demand, such Costs shall be levied by Distress and

For settling
Disputes
about the
Amount of
Rates, &c.

[Local.]

35. G

Sale

Sale of the Goods and Chattels of the Party directed to pay the same by Warrant under the Hand and Seal of such Justice.

Company
empowered
to lease the
Rates, &c.

CXLI. And be it further enacted, That it shall be lawful for the said Company from Time to Time to let the Rates, Tolls, and Sums by this Act made payable, or any Part thereof, upon or in respect of the Whole or upon any Part of the said Railway, to any Corporation or Person for any Term which they shall think proper, not exceeding Seven Years from the Commencement of any such Lease; and every such Lease shall be valid; and the respective Lessees thereof and their respective Appointees shall, during the Continuance of such Lease, be deemed Collectors of the Rates, Tolls, or Sums so let for the proper Use of the Lessees thereof, and shall have the same Power and Authority to collect and recover the same as if they had been appointed for that Purpose by the said Company.

Power of
Re-entry.

CXLII. 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 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 in case 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 have been paid, pursuant to the Lease, Agreement, or Contract for demising or letting such Rates, Tolls, or Sums; or in case any temporary or other Collector of such Rates, Tolls, or Sums shall be discharged from his Office, or shall die, abscond, or absent himself, and the Collector so discharged, or the Wife, Widow, or any of the Children or Family or any Representative of the Collector so dead, or who shall have absconded or absented himself, or been discharged; or in case any other Person being in Possession of any Toll House, Office, Weighing Machine, or other Building erected or provided under the Authority of this Act, shall refuse to deliver up or shall not deliver up Possession thereof (with the Appurtenances thereto belonging) for or within the Space of Seven Days after Demand made thereof in Writing given or left at such Toll Houses, Office, Weighing Machine, or Building 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 Secretary 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 Secretary 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 such Toll House, Office, Weighing Machine, or other Building, with the Appurtenances thereto belonging, and to remove and put the Lessee or Farmer, Collector, or other Person who shall be found therein, together with his Goods, from and out of the same and the Possession thereof, and from the Collection of such Rates, Tolls, and Sums, and to put the said Company or their Agent, or their new Lessee, Farmer, or Collector,

Collector, into the Possession thereof, and thereupon it shall be lawful for the said Company to vacate and determine the Lease, Agreement, or Contract (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 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 in every such Case, either during such Proceedings or on the Termination thereof, again to let the said Rates, Tolls, and Sums to any other Person, or to cause them to be collected, in such and the same Manner as if no former Lease, Agreement, or Contract had been made relative thereto.

CXLIII. And be it further enacted, That no Carriage shall carry at any One Time upon the said Railway (including the Weight of such Carriage) more than Four Tons, except in any One Piece of Timber, Block, or Stone, Boiler, Cylinder, Bob, or single Piece of Machinery, or other single Article, which nevertheless shall not exceed the Weight of Eight Tons, including the Weight of the Carriage, and for the Tonnage or Carriage of which the said Company are hereby authorized to demand, receive, and recover such Rates as they may from Time to Time direct, not exceeding Four-pence *per Ton per Mile*; and no Piece of Timber, Stone, Machinery, or other Article exceeding the Weight of Eight Tons (including the Weight of the said Carriage) shall be carried upon any Part of the said Railway without the special Licence of the said Company or their Agent, and for the Tonnage or Carriage of which the said Company are hereby authorized to demand, receive, and recover such Sum as they may deem proper.

Weights allowed to be carried on the Railway.

CXLIV. And be it further enacted, That it shall be lawful for the said Company from Time to Time to make such Orders and Regulations as they shall think proper for regulating the travelling upon and Use of the said Railway, and for or relating to Travellers and Carriages passing upon the said Railway, and for or relating to the Mode or Means by which and the Speed at which such Carriages shall from Time to Time be moved or propelled, and the Times of their Departure and Arrival, and the loading or unloading thereof respectively, and the Weights which they shall respectively carry, and the Delivery of Goods and other Things which shall be conveyed in or upon such Carriages, and also for preventing the smoking of Tobacco and the Commission of any other Nuisance in or upon any such Carriages, or in any of the Stations belonging to the said Company, and generally for regulating the passing upon, using, or working the said Railway and other Works by this Act authorized, or in anywise relating thereto respectively; and all such Orders and Regulations shall be binding upon and be conformed to by the said Company, and by all Owners of and Persons having the Care or Conduct of such Carriages, and by all Persons using or working the said Railway and other Works, upon pain of forfeiting and paying a Sum not exceeding Five Pounds for every Default: Provided always, that in every Case of Infracti-
 on or Nonobservance of any such Rules or Regulations which shall be attended with Danger to the Public, or which shall obstruct or hinder the said Company in their due and lawful Use and working of the said Railway and other Works, it shall be lawful for the said Company and their Agents summarily to interfere to obviate such Danger, or to remove or

Company to regulate the Passage on Railway.

prevent

prevent such Obstruction or Hindrance, either by removing from the said Railway any Engine or Carriage which shall be used or worked thereon in contravention of any of such Rules or Regulations, or otherwise, as the Necessity of the Case may require.

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

CXLV. And be it further enacted, That no Carriage for the Conveyance of Goods, or of Passengers, Cattle, or Animals, shall be permitted to pass upon the said Railway unless such Carriage shall be constructed agreeably to the Orders and Regulations of and shall be approved of by the said Company; which Orders and Regulations shall be affixed upon some conspicuous Part of every Toll House or other Building at which the Rates, Tolls, and Sums by this Act granted shall be received (except in crossing the same, as herein authorized; for the Occupation of the respective Lands through which such Railway shall pass, or in passing 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 shall forfeit and pay any Sum not exceeding Ten Pounds nor less than Forty Shillings for every such Offence.

Engines used on Railway to be approved by the Company.

CXLVI. And whereas, for the greater Security of Passengers and other Persons travelling upon and using the said Railway, it is expedient that the moving Powers to be from Time to Time used in drawing or propelling Carriages upon or along the said Railway should be under the Control of the said Company; be it therefore enacted, That no locomotive or other Engine or other Description of Moving Power shall at any Time be brought upon or used on the said Railway unless the same shall have first been approved of by the said Company; and it shall be lawful for the said Company and they are hereby required, within Fourteen Days after Notice given to them by any Person desirous of bringing any such Engine on the said Railway, to cause their Engineer or other Agent to inspect and examine such Engine at any Place within Five Miles of the said Railway, and to report thereon to the said Company, who shall, within Seven Days after such Report, in case such Engine shall be found fit and proper to be used on the said Railway, give a Certificate to the Party requiring the same of their Approval of every such Engine; and it shall be lawful for the said Company from Time to Time, upon the Report of their Engineer or other Agent of any Engine used upon the said Railway being out of repair, or unfit to be used upon the said Railway, to order the same to be taken off, or to forbid the same to be used upon the said Railway; and in case any Person shall bring or use upon the said Railway any locomotive or other Engine, or any other Moving Power, without having first obtained such Certificate of Approval as aforesaid, or in case, after Notice given by the said Company to remove from or not to use upon the said Railway any such Engine as aforesaid, the Person to whom such Engine shall belong shall not forthwith remove the same, or shall use any such Engine upon the said Railway without having first repaired the same to the Satisfaction of the said Company or their Engineer, and obtained such Certificate of Approval as aforesaid, every such Person shall forfeit and pay any Sum not exceeding Twenty Pounds for every such Offence, and the said Company are hereby authorized to remove such Engine from the said Railway.

CXLVII. And

CXLVII. And be it further enacted, That the respective Owners of Carriages passing or being upon the said Railway 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 in Height at the least and of a proportionate Breadth on some conspicuous Part of the Outside of every such Carriage, so as to be always open to View, and shall permit every such Carriage to be weighed, measured, and gauged at the Expence of the said Company whenever it shall be required by the said Company, or by any Person by them appointed for that Purpose; and every Owner of or other Person having the Care of any Carriage, or who shall have the Conduct of the same upon the said Railway, without having such Carriage previously weighed, measured, and gauged, and the Weight, Measure, and Gauge thereof, together with the Number thereof, and also the Name and Place of Abode of the Owner thereof, entered with the Clerk or other Officer of the said Company appointed for that Purpose, or without having such Name, Place of Abode, Number, Weight, and Gauge marked upon such Carriage as herein-before directed, or who shall alter, erase, deface, or hide such Name, Place of Abode, Number, Weight, or Gauge, or any of them, or any Part thereof, or shall fix thereon any false Name, Place of Abode, Number, Weight, or Gauge, or shall refuse to permit or shall not permit any such Carriage to be weighed, measured, or gauged as aforesaid, shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

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

CXLVIII. And be it further enacted, That the respective Owners of Carriages passing or being upon the said Railway shall be and they are hereby respectively made answerable for any Trespass, Damage, or Mischief which may be done by their Engines or Carriages, or by any of the Servants or other Persons belonging to or employed by them, to or upon the said Railway, or other the Works or Property of the said Company, or to or upon the Property of any other Person, either by loading or unloading such Carriages, or by any other Means whatsoever; and every such Owner shall for every such Trespass, Damage, or Mischief, upon Conviction of any such Servant or other Person before some Justice of the Peace either by Confession of the Party offending or upon the Oath 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 of such Carriage by Warrant under the Hand and Seal of such or any other Justice; and the Overplus (if any) of the Proceeds of such Sale, after Deduction of such Damages, Penalty, Costs, Charges, and Expences, together with the Costs and Charges of such Distress and Sale, shall be returned, on Demand, to the Owner of such Goods and Chattels; and in case no sufficient Distress can be conveniently found, then such Owner shall be committed to Prison, as in this Act directed with respect to Persons

Owners of Carriages answerable for Damage done by their Servants.

[Local.]

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who

who are convicted in any Penalty, and have no sufficient Goods whereon such Penalty may be levied; but if the Value or Amount of such Trespass, Damage, or Mischief shall exceed the Sum of Twenty Pounds, the Owner of such Carriage and his Executors or Administrators may (at the Option of the said Company or the Person injured, as the Case may be,) 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 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 to
recover from
their Servants
Money paid
for their
Neglect, &c.

CXLIX. Provided always, and be it further enacted, That in case any Owner of any Carriage passing or being 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 Servants, every such Servant shall be liable to pay such Penalty or Satisfaction for Damages, or both (as the Case may be), with the Costs attending the same, to such Owner; and in case of Nonpayment thereof on Demand, and Oath made by such Owner of the Payment by him of such Penalty and Satisfaction or either of them (as the Case may be), and that the same have not been repaid to him by such Servant although demanded, such Oath being made before some Justice of the Peace for the Riding or Place in which such Penalty or Damage was incurred, such Penalty and Satisfaction or either of them (as the Case may be), and the Costs aforesaid, shall be levied, by Warrant under the Hand and Seal of such Justice, by Distress and Sale of the Goods and Chattels of such Servant, together with all Costs and Charges attending such Distress and Sale; and the said Penalty and Satisfaction or either of them (as the Case may be), and the Costs and Charges aforesaid, when recovered, shall be paid to such Owner in discharge of such Penalty and Satisfaction or either of them, and the Costs so by him paid for the wilful Neglect or Default of such Servant as aforesaid; and in case no sufficient Distress can be had, such Justice shall and he is hereby required to commit such Servant to some Common Gaol or House of Correction for the said Riding or Place, there to remain without Bail or Mainprize for any Time not exceeding Three Calendar Months.

Horses or
other Cattle
not to be
driven on the
Railway.

CL. And be it further enacted, That if any Person (save and except the said Company and their Agents and Servants, and other Persons authorized by them,) shall ride, lead, or drive, or cause to be ridden, led, or driven, or shall aid or assist in leading or driving upon such Railway or any Part thereof any Horse, Mule, or Ass, or any Cow or other Neat Cattle, Sheep, Swine, or other Beast or Animal, (except only in directly crossing the same at Places to be appointed for that Purpose for the necessary Occupation of the respective Lands through which the said Railway shall pass,) every Person so offending shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Owners and
Occupiers of
adjoining
Lands may
cross the

CLI. Provided always, and be it further enacted, That it shall be lawful for the respective Owners and Occupiers of Lands through which the said Railway shall be made, and their respective Servants and Workmen, (except in Cases in which the said Company shall at their own Expence have

have made Communications from the Land on the one Side of the said Railway to the Land on the other Side thereof, according to any Agreement with the Owner or Occupier thereof, or according to the Provisions of this Act,) at all Times, for the Purpose of occupying the same Land; and without Payment of any Toll, to pass and repass, and to ride, lead, or drive any Horse, Mule, or Ass, Cow or other Cattle, Sheep, Swine, or other Beast, directly (but not otherwise) over and across such Part (and such Part only) of the said Railway as shall be made in or upon their respective Lands; provided that by so doing or by consequence thereof the Passage upon or along the said Railway be not in any way hindered or obstructed, or the same or the Works connected therewith be not in any way damaged.

Railway
without Pay-
ment of Toll.

CLII. 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 or any Part thereof without the Licence and Consent of the said Company, (except for the Purpose of attending any Carriage under his Care, and except the respective Owners or Occupiers of Lands through which the said Railway shall pass, and their respective Servants, in passing across or over the same as herein-before authorized,) every Person so offending shall forfeit and pay to the said Company any Sum not exceeding Ten Pounds for every such Offence.

Penalty on
Persons on
Foot using
Railway.

CLIII. And whereas the Company of Proprietors of *Loftsome Bridge*, in pursuance of a certain Act of Parliament passed in the Forty-third Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for building a Bridge over the River Derwent, at or near Loftsome Ferry, from the Parish of Wressel to the opposite Shore in the Parish of Hemingbrough in the East Riding of the County of York*, have erected and hitherto kept in repair the Bridge over the said River *Derwent* called *Loftsome Bridge*, and are bound by the Provisions of the said Act, at their own proper Costs and Charges, to support, maintain, and keep the said Bridge, with the Toll House or Toll Houses, Conveniences and Ascents or Approaches to the same, for ever in good and sufficient Repair, and are also subject to a perpetual annual Rent of Ten Pounds to the Right Honourable the Earl of *Egremont* and *Humphrey Osbaldeston* Esquire, or their Representatives, in lieu of their Right and Interest in the Ferry over the said River *Derwent* abolished by the said Act, and are empowered to take and receive, to and for their own proper Use and Benefit, for Pontage, certain Tolls as specified in the said Act of Parliament; and it was enacted by the said Act of Parliament, that after the said Bridge should be completed it should not be lawful for any Person or Persons for Hire or Recompence to convey any other Person, Carriage, Horse, Beast, or other Cattle, or any Stones, Bricks, Lime, Manure, or any other Article or Thing, across the said River *Derwent* within One Mile of either Side of the said Bridge, otherwise than over the said Bridge, with Intent to evade the Payment of the said Tolls or any Part thereof; and if any Person or Persons should act contrary to such Directions, every such Person or Persons should for every such Offence forfeit and pay any Sum not exceeding Forty Shillings nor less than Twenty Shillings: And whereas the said Company of Proprietors of *Loftsome Bridge* have expended a considerable Sum of Money in the Erection and Repairs of the said Bridge: And whereas the Construction of a Railway Bridge across the said River *Derwent*, according to the proposed

Compensa-
tion to Pro-
prietors of
Loftsome
Bridge.
43 G. 3. c. 49.

proposed Plan, may materially lessen the Income arising from the said Tolls, to the great Injury and Loss of the said Company of Proprietors of *Loftsome Bridge*, whereby they may be unable to pay the Interest on the Amount of Capital invested in the Erection and Repairs of the said Bridge and the said annual Rent, or to defray the future Expences of repairing the said Bridge; be it therefore enacted, That if during the first Three Years, to be computed from the Expiration of One Calendar Month immediately after the said Railway shall be completed and open for public Use, there shall be an annual Decrease in the Receipts for Tolls taken by the said Company of Proprietors of *Loftsome Bridge* at the said Bridge as compared with the Receipts during the Three immediately preceding Years, then and in such Case the said Company of Proprietors of the said Railway shall pay to the said Company of Proprietors of *Loftsome Bridge* a Sum of Money equal to Ten Years Purchase of such annual Decrease taken upon an Average of the Three Years during which the same shall occur: Provided always, that such Compensation shall in no Case exceed altogether the Sum of One thousand eight hundred Pounds; which Sum, or so much thereof as shall become payable, shall be accepted in full Satisfaction and Discharge of all Claims and Demands whatsoever upon the said Company of Proprietors of the said Railway by the said Company of Proprietors of *Loftsome Bridge*, in respect of the said Tolls, and as a full Indemnification to the said Railway Company and all Persons acting under their Authority from and against all Penalties and Forfeitures whatsoever by the said Act imposed for carrying any Person, Carriage, Horse, Beast, or other Cattle, or any Stones, Bricks, Lime, Manure, or any other Article or Thing, across the said River *Derwent* within One Mile of the said *Loftsome Bridge*: Provided always, that nothing in this Act contained shall authorize or empower the said Railway Company or any other Person to use the intended Railway Bridge over the *Derwent* at *Wressel* for any other Purpose whatsoever than for the Passage of Railway Engines, Carriages, and Waggons over the said Railway, or of Proprietors of Shares in the said Undertaking, or of Officers and Servants of the said Railway Company upon their lawful Business.

Indemnity
to the Selby
Bridge
Company for
Loss in Tolls.
31 G. 3. c. 60.

CLIV. And whereas by an Act passed in the Thirty-first Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for building a Bridge near the Ferry over the River Ouse from Selby in the West Riding of the County of York to the opposite Shore in the Parish of Hemingbrough in the East Riding of the said County*, the Company of Proprietors of *Selby Bridge* were incorporated and established for building the said Bridge and for repairing the same, and certain Tolls were thereby and by another Act passed in the Forty-third Year of the Reign of His said Majesty granted to the said Company for those Purposes, and for paying a perpetual annual Rent to *Robert Edward* Lord *Petre*, his Heirs and Assigns, in consideration of his Interest in an ancient Ferry being annihilated by the building of the said Bridge: And whereas the said Company have expended considerable Sums of Money in erecting the said Bridge and in maintaining the same in repair, and the said Company are liable for ever to uphold and maintain the same in repair, and to pay the said annual Rent: And whereas the Construction of a Railway Bridge across the River *Ouse* for the Passage of Carriages over the same near to the said *Selby Bridge* may effect a considerable Reduction in the Amount of Tolls received by the said Company

of

of Proprietors of *Selby Bridge*, whereby the said Company might be disabled from effectually supporting and maintaining in repair the said Bridge, and from paying the said annual Rent, and from effecting the general Purposes of the said Acts; be it therefore enacted, That if during the first Three Years, to be computed from the Expiration of One Calendar Month immediately after the whole Line of the said Railway shall be completed and opened for public Use, there shall be an annual Decrease in the Receipts for Tolls taken by the said Company of Proprietors of *Selby Bridge* at the said *Selby Bridge* as compared with the Receipts during the Three immediately preceding Years, then and in such Case the said Railway Company shall forthwith pay to the said Company of Proprietors of *Selby Bridge* a Sum of Money equal to Ten Years Purchase of such annual Decrease, taken upon an Average of the Three Years during which the same shall occur, so as such Sum of Money shall not exceed the Sum of Two thousand five hundred Pounds, excepting as herein-after provided; and further, that if during the Three next succeeding Years, to be computed from the Expiration of the first Three Years, after the Completion and Opening of the said Railway for public Use as aforesaid, there shall be a further annual Decrease in the Receipts for the said Tolls as compared with the Receipts during the Three immediately preceding Years, then and in such Case the said Railway Company shall forthwith pay to the said Company of Proprietors of *Selby Bridge* a further Sum of Money equal to Ten Years Purchase of such annual Decrease as last aforesaid, taken upon the Average of the said last-mentioned Three Years, which Sums or such of them as shall become payable shall be accepted in full Satisfaction and Discharge of all Claims and Demands whatsoever upon the said Railway Company by the said Company of Proprietors of *Selby Bridge* in respect of the said Tolls, and as a full Indemnification to the said Railway Company and all Persons acting under their Authority from and against all Penalties and Forfeitures whatsoever by the said recited Acts or either of them imposed for carrying any Person, Horse, Beast, or other Cattle, or any Stone, Bricks, Lime, Manure, or any other Article or Thing, across the said River *Ouse* within the said Townships of *Selby* and *Barlby* or either of them, otherwise than over the said Bridge, except as herein-after excepted, so as such last-mentioned Sum of Money shall not exceed the Sum of Two thousand five hundred Pounds: Provided always, that if any Deficiency shall arise in the last-mentioned Period of Three Years which shall authorize the Company of Proprietors of *Selby Bridge* to receive a less Sum in respect thereof than the said Sum of Two thousand five hundred Pounds, and not otherwise, then they shall be entitled to receive, in addition to the Sum ascertained for such Deficiency, a further Amount out of the said Two thousand five hundred Pounds equal to Ten Years Purchase of such Decrease in the first Three Years, if any, as may not have been covered by the first Payment of Two thousand five hundred Pounds, so as such Compensation to be paid by the said Railway Company for such Decrease in the whole Six Years shall not altogether exceed the Sum of Five thousand Pounds.

CLV. And whereas by the said Act passed in the Thirty-first Year of the Reign of His Majesty King George the Third, intituled *An Act for building a Bridge near the Ferry over the River Ouse from Selby in the West Riding of the County of York to the opposite Shore in the Parish of Heming-*

For preventing the Evasion of Tolls payable at Selby Bridge. 31 G. 3, c. 160.

Hemingbrough in the East Riding of the said County, and also by the said other Act passed in the Forty-third Year of the Reign of His said Majesty King George the Third, Provision was made for preventing the Evasion of the Tolls granted by the said Acts for the Repair and Maintenance of the said Bridge called *Selby Bridge*, and Penalties were thereby imposed upon Persons who should offend against such Provision within the Townships of *Selby* and *Barlby* or either of them: And whereas by the erecting or making a Bridge or Works for carrying the said Railway over the said River *Ouse* within the said Townships the Payment of such Tolls so applicable to the Repair and Maintenance of the said *Selby Bridge* might be evaded with Impunity, to the great Injury of the Company of Proprietors of *Selby Bridge*, unless Provision be made for preventing the same; be it therefore further enacted, That nothing in this Act contained shall authorize or empower the said Railway Company or any other Person or Persons to use any Bridge or Railway which shall be carried over the said River *Ouse* within the said Townships of *Selby* and *Barlby*, or either of them, for any other Purpose whatsoever than for the Passage of Railway Engines, Carriages, and Waggon, or of Proprietors of Shares in the said Undertaking, or of Officers and Servants of the said Railway Company on their lawful Business over the same; and in case the said Railway Company shall permit or suffer any Person, Horse, Beast, or other Cattle, (except in or upon or drawing any such Railway Engine, Carriage, or Waggon, or any Person attending any such Railway Engine, Carriage, or Waggon, and except the Proprietor of any Share in the said Undertaking, and also except Officers and Servants of the said Railway Company upon their lawful Business,) to pass upon, along, or over the said Railway Bridge, whereby the Payment of such Tolls or any of them shall be evaded or avoided, the said Railway Company hereby established shall forfeit and pay the Sum of Forty Shillings for every Person, Horse, Beast, or other Cattle (except as aforesaid) so passing upon, along, or over the said Railway Bridge; and which said Penalty, in default of Payment thereof, shall and may be recovered by Information before any Justice of the Peace for the East Riding or the West Riding of the County of *York*, with Costs to be assessed by such Justice, and to be levied by Distress and Sale of the Goods and Chattels of the said Railway Company, together with the Charges of such Distress and Sale, by Warrant under the Hand and Seal of such Justice, which Warrant such Justice is hereby empowered and required to grant; and one Moiety of the said Penalty, with the said Costs, shall be paid to the Informer, and the other Moiety thereof to the Poor of the Township of *Selby*.

In case of
Damage to
Selby Bridge.

CLVI. Provided always, and be it further enacted, That it shall not be lawful for the said Railway Company, their Agents, Servants, or Workmen, in the making or erecting any Bridge over the said River *Ouse*, or in the Execution of any Works by this Act authorized to be made or executed, to make or construct any Works which shall or may occasion or be the Cause of any Damage or Injury to the Bridge over the said River *Ouse* called the *Selby Bridge*: Provided also, that if by or in consequence of the making or erecting of any Bridge or Works for carrying the said Railway over the said River any Damage or Injury shall arise or be occasioned to the said Bridge called *Selby Bridge*, or the Works thereunto belonging, the said Railway Company hereby established shall

and they are hereby required forthwith to repair and make good such Damage or Injury on Notice thereof to them given by or on behalf of the said Company of Proprietors of *Selby Bridge*; or in case by or in consequence of the making or erecting such Railway Bridge or Works any Obstruction shall be occasioned in the said River *Ouse* whereby the said Bridge called *Selby Bridge* might become liable to receive any Damage or Injury, the said Railway Company hereby established shall and they are hereby required forthwith, on like Notice as aforesaid, to remove such Obstructions at their own Costs and Charges; and if the said Railway Company hereby established shall for the Space of Seven Days after any such Notice as aforesaid refuse or neglect to repair and make good any such Damage or Injury, or to remove any such Obstruction as aforesaid, then and in every such Case, or in case of any sudden Emergency, where from the Nature of the Damage or Injury or Cause of Obstruction the said Company of Proprietors of *Selby Bridge* might find it expedient, by themselves, or their Officers, Servants, or Workmen, to repair such Damage or Injury, or to remove such Obstruction, it shall be lawful for them so to do, and then and in every such Case and so often as the same shall happen the said Railway Company hereby established shall indemnify and reimburse and pay to the said Company of Proprietors of *Selby Bridge* the full Amount of all the Costs, Charges, and Expences by them incurred in or about any of the Matters or Things aforesaid, to be recovered, in case of Nonpayment on Demand, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

CLVII. And be it further enacted, That during such Time or Times as the Bridges intended to be erected for carrying the said Railway over the River *Ouse* at *Selby* and over the River *Derwent* at *Wressel* shall be building or repairing, the said Railway Company or their Successors shall and they are hereby required to keep the Navigation of the said Rivers at and about the said Bridges free and clear, so that Vessels navigating in and upon the said Rivers may have sufficient and convenient Room to navigate and pass thereon; and for the Purposes aforesaid the said Railway Company are hereby authorized and required to remove any Shelves or other Obstructions in the said Rivers within One hundred Yards of the said intended Bridges, and to take away all Beds of Gravel, Sand, Mud, or other Impediment within the like Distance from the said Bridges, and to dig and cut the Banks of the said Rivers within the same Distance on each Side in such Manner as they shall judge necessary and proper for erecting and building the said Bridges, and for the Preservation thereof, and also for keeping and preserving the Navigation of the said Rivers near and under the said Bridges free and open, and to erect and make proper and sufficient Abutments at each End of the said Bridges for the Support thereof, and to make and execute all other Works proper and necessary for erecting, supporting, and repairing the said Bridges, and to amend, alter, turn, or remove any Foot Bridge, Foot Path, or Horse Path; and to turn, widen, or alter any Highway, or make any Hauling Roads, as herein-after directed, or any new Road leading to the said Bridges, so as not to obstruct any Common Highway: Provided always, that if the said Company shall find it necessary to turn or remove any Foot Bridge, Foot Path, or Horse Path by virtue of this Clause, they shall first construct and lay out another Foot Bridge, Foot Path, or Horse

Navigation
of Rivers
Ouse and
Derwent to
be kept clear.

Horse Path, as the Case may be, as convenient for the Public, or as nearly so as may be, as the Foot Bridge, Foot Path, or Horse Path so to be turned or removed.

Bridges over the Ouse and Derwent to be built in such Manner as shall be determined on by the respective Engineers of the Navigations and Railway.

A clear Passage Forty-five Feet wide to be left for Vessels through the Railway Bridge at Selby.

CLVIII. And be it further enacted, That the Bridges so to be erected by the said Railway Company over the said Rivers *Ouse* and *Derwent* shall be erected and built in such Manner as shall be agreed and determined upon by and between the respective Engineers for the Time being of the Trustees of the said Rivers and of the said Railway Company, and in the event of any Disagreement between the said Engineers, then in such Manner as shall be directed and determined upon by such Third Engineer (not interested in the Matter in question) as the respective Engineers for the Time being of the said Navigations respectively and of the said Railway Company shall choose and appoint as Umpire; and that a clear Opening not less in Width than Forty-five Feet, shall be left in the said Railway Bridge to be erected over the River *Ouse* at *Selby*, to be properly situated with reference to the Opening in the present *Selby Bridge* and the Depth of Water in the said River *Ouse*, and that the said Railway Company or their Successors shall cause a moveable Leaf or Two moveable Leaves to be made across such opening Arch for the Passage of Vessels through the same; and the said Railway Company and their Successors shall cause the opening Leaf or Leaves of the said intended Bridge at *Selby* to be made and executed across such Opening in such Manner as shall be agreed upon by and between *Thomas Rhodes* (or other the Engineer for the Time being to the Trustees of the Navigation of the said River *Ouse*) and *James Walker* (or other the Engineer for the Time being of the said Railway Company) as conveniently adapted for affording to Vessels Facility of Passage as well through the present Bridge at *Selby* as also through the Railway Bridge intended to be built by the said Company, and in case of any Disagreement of the said Engineers, then in such Manner as shall be directed by such Third Engineer as they the said *Thomas Rhodes* and *James Walker*, or other the respective Engineers for the Time being of the said Trustees of the Navigation of the said River *Ouse* and of the said Railway Company, shall choose and appoint as Umpire; and that the Decision, Order, and Direction of the Umpire to be chosen as aforesaid as to all Matters in difference relative to the Design, Construction, and Position of such Bridges respectively shall be binding, final, and conclusive on all Parties concerned: Provided always, that in the event of such Disagreement as aforesaid between the said Engineer for the Time being of the Trustees of the aforesaid River *Ouse* and the Engineer of the said Railway Company, it shall not be lawful for the said Railway Company to erect or cause to be erected any Part of the said Bridge so intended to be built over the said River *Ouse* until the said final Decision, Order, and Direction shall have been duly made by the said Umpire according to the Provisions herein-before enacted, provided such Decision be not delayed beyond Six Calendar Months after such Umpire shall have been appointed and fully instructed by the said Engineers; and that it shall not be lawful for the said Railway Company or their Successors at any Time hereafter to make any Alteration in the Structure of the said Bridge to be erected at *Selby* as aforesaid without the Consent of the Trustees of the Navigation of the said River *Ouse* for the Time being, or the major Part of them, first had and obtained; and that the Leaf or Leaves of the said Bridge over the *Ouse* at *Selby* shall at all Times when required

required be opened by some Person or Persons appointed expressly for that Purpose by and at the Expence of the said Railway Company or their Successors, in such Manner that Vessels may be as little interrupted as possible in passing the said Bridge; and that all Vessels navigated or propelled by Steam, and also all other Vessels having standing Masts not designed or constructed for lowering, shall at all Times take or be entitled to take and have Precedence or Right of Priority of Passage through the said Bridge before Passengers, locomotive Engines, and Carriages going over the said Bridge, such Vessels taking their Turns in due Course as they arrive, and not being guilty of any Neglect or unnecessary Delay, so as to keep the Bridge open longer than is proper and necessary; and that from Sunset to Sunrise a sufficient Light shall be hung out or exhibited and kept burning at the Railway Company's Expence in a conspicuous Situation on each Side of the opening Arch of the said new Bridge at *Selby*, in such Places and in such Manner as the said Engineers, or their Umpire to be appointed as aforesaid shall find to be most convenient and best adapted for guiding Vessels through the said opening Arch, and indicating when the said Bridge shall be open and when shut, and for insuring the safe Navigation of Vessels on the said River *Ouse*: Provided that if in the Opinion of a Civil Engineer of Eminence, to be appointed by the Conservator of the River *Derwent*, an opening Bridge shall be deemed essential to such Navigation, the Bridge to be made over the River *Derwent* by the said Railway Company shall be an opening Bridge, of which the Dimensions shall be settled by Arbitration as hereinbefore mentioned.

CLIX. And whereas in consequence of building the said Railway Bridges Vessels navigating on the said Rivers *Ouse* or *Derwent* may at some particular Times have Occasion for Capsterns and Mooring Posts to guide such Vessels through the Arches or Openings of the said Bridges, and to prevent such Vessels from being driven thereon or injured thereby respectively; be it further enacted by the Authority aforesaid, That it shall be lawful for the said Railway Company or their Successors, and they are hereby empowered and required, upon Application made to them by the Trustees for improving the Navigation of the said River *Ouse*, or any Three or more of them, or by the Conservator for the Time being of the said River *Derwent*, to set up and erect a proper Capstern or Capsterns and a sufficient Number of Mooring Posts, as well above as below the said Bridges, for the Convenience of Vessels navigating on the said Rivers, as well up as down, to the Distance of One hundred Yards above and below the said Railway Bridges, and from Time to Time to repair and keep in repair the said Capsterns and Mooring Posts, and as Occasion shall require to set up and erect new Capsterns and Mooring Posts in lieu of such as shall be worn out or become useless.

For providing Capsterns, &c. at the Bridges.

CLX. And be it further enacted, That it shall be lawful for the said Railway Company and their Successors, and they are hereby empowered and required, at their own Expence, to make and for ever maintain proper, convenient, and sufficient Hauling Paths or Roads on the *Barlby* Side of the said River *Ouse* and on the *Wressel* Side of the said River *Derwent* for the drawing and hauling of Ships and Vessels, with Men, Horses, or

Hauling Paths to be made to a certain Distance from the Bridges.

[Local.]

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otherwise,

otherwise, to and through the said Bridges, as well up as down the said Rivers, and to remove all Obstructions which do or may prevent the same; which Hauling Roads respectively shall begin at the Distance of One hundred Yards below the said Bridges, and extend from thence to One hundred Yards above the said Bridges, and no Person shall afterwards erect any Buildings or do any other Act which may prevent the free Use of such Hauling Roads to assist Vessels in approaching and passing the said Bridges.

Vessels sunk
near the
Bridges to be
weighed, &c.

CLXI. And be it further enacted, That the said Railway Company or their Successors shall and they are hereby also required, without needless Delay, at their own Expence to weigh and remove all such Vessels as shall or may be sunk, and all other Things which now do or at any Time hereafter shall or may obstruct the Passage of Vessels through the said Bridges over the said Rivers *Ouse* and *Derwent* respectively within the Distance of One hundred Yards above or below the said Bridges respectively: Provided nevertheless, that if on Inquiry at any Time after any such sunken Vessel or other Obstructions shall have been raised and removed by the said Railway Company it shall clearly appear that the sinking of such Vessel or other Obstruction was not occasioned by or by reason of the said Bridge being placed across the River, but by reason of some Accident entirely unconnected with the Bridge, and that the said Vessel or other Obstruction would have sunk if the Bridge had not been erected, then and in every such Case the Costs and Expences of raising and removing such sunken Vessel or Obstruction shall be defrayed and be liable to be reimbursed and repaid to the said Railway Company by the Trustees for the Time being of the said Navigations, but without Prejudice however to any Remedy or other Proceeding which the said Trustees or Conservators of the River may have or be entitled to take or prosecute against such Owner or other Person by virtue of the Acts of Parliament passed for making the River *Ouse* more navigable, or either of them, or otherwise howsoever; and that it shall not be lawful for the said Railway Company or their Successors to raise the Beds of the said Rivers under or about the said Bridges so as to obstruct the Navigation thereof, nor to lay any Stone or other Materials at the Foot of the Piers or Abutments of the said Bridges so as to impede the flowing of their Waters in an easy and uninterrupted Current; and for more effectually preserving undiminished the Waterway or Space for the Currents of the said Rivers *Ouse* and *Derwent*, and the free flowing of the Tides thereof, and also for the Purpose of making convenient and sufficient Hauling Roads along the Eastern Sides of the said Rivers respectively within the Distance aforesaid, be it further enacted, That the said Railway Company shall be and are hereby authorized and required to widen the said Rivers respectively by cutting away such Part of the Land and removing such Part of the Flood Banks on the Eastern Sides of the said Rivers as the Engineers of the said Navigations respectively and the Engineer of the said Railway Company for the Time being, or their Umpire (in case of any Disagreement), shall agree and decide upon to be advisable and necessary, but so and in such Manner that such cutting away of the Land and Removal of the said Banks respectively do not in any Part thereof exceed the Distance or Space of Two hundred Feet, and so that such Cutting shall wear out at each

each End, and so that the removed or altered Flood Banks shall connect with and be joined to the unaltered or unremoved Parts of the Banks at each End, and shall be restored, raised, and made of similar or equal Height and Breadth or Dimensions, and as strong and efficient in all respects, as the old Banks before their Alteration.

CLXII. And be it further enacted, That the Master and Owner of every Ship, Barge, Boat, or Vessel shall be and he is hereby made answerable and responsible and liable to make Satisfaction to the said Railway Company for any wilful Damage or Injury that shall be done to any of the Bridges to be erected under the Authority of this Act, or any Part thereof, by his Ship, Barge, Boat, or Vessel respectively; but that no such Owner shall be answerable or responsible or liable to make Satisfaction or be sued for any Damage or Injury which shall be done to the said Bridges, or any of them, or any Part thereof, by his Ship, Barge, Boat, or Vessel unavoidably or accidentally or unintentionally by or through the said Master or his Mariners or Servants or other Persons employed to navigate, row, or manage any such Ship, Barge, Boat, or Vessel, and that in order to prevent frivolous and vexatious Suits in case any Action, Suit, or Proceeding shall be commenced or prosecuted for or on account of any Damage or Injury done to the said Bridges, or any of them, or any Part thereof, by any Ship, Barge, Boat, or Vessel, which shall not appear and be found upon the Trial or Hearing thereof to be wilfully done or committed with Intent to damage or injure the said Bridges or any of them, then and in every such Case, if the Damages recovered in such Action, Suit, or Proceeding respectively shall not amount to the Sum of Twenty Shillings or more, the Plaintiff or Plaintiffs in every such Action, Suit, or Proceeding shall not recover or be entitled to have or receive more Costs than Damages; but if any such Damage shall appear and be found to be wilfully done with Intent to injure or damage the said Bridges or any of them, the Plaintiff or Plaintiffs in such Action, Suit, or Proceeding shall be entitled to his, her, or their full Costs of Suit; and no Action, Suit, or Proceeding whatsoever respecting any Damage done to the said Bridges or any of them by any Ship, Barge, Boat, or Vessel shall be brought or prosecuted without the express Order in Writing of Five or more of the Directors of the said Railway Company.

Masters of Vessels made answerable for Damage done to the Bridges.

CLXIII. Provided always, and be it further enacted, That this Act or any thing herein contained shall not extend or be construed to extend to defeat, lessen, or diminish, take away, prejudice, or affect, all or any of the Rights, Privileges, or Powers, Liberties or Authorities, given to or vested in the Trustees or Commissioners for the Time being authorized or acting under or by virtue of an Act of Parliament made and passed in the Thirteenth Year of the Reign of His Majesty King *George* the First, intituled *An Act for improving the Navigation of the River Ouse in the County of York*, and another Act of Parliament made and passed in the Fifth Year of the Reign of His late Majesty King *George* the Second, for rendering more effectual the said Act passed in the Thirteenth Year of the Reign of His Majesty King *George* the First, or either of them, but that the respective Acts of Parliament relating to the said Navigation, and every Clause, Matter, and Thing therein contained, shall be and continue in full Force, and shall and may be carried into execution and performed by

Saving of the Rights of the Trustees of the River Ouse Navigation.

13 G. 1. c. 33.

by the Trustees and Commissioners for the Time being acting in the Execution of such Acts of Parliament respectively, in such and the like Manner to all Intents and Purposes as if this Act had not been passed, save only and except so as not in any Manner to prevent, hinder, or prejudice the due Execution of this Act, or of all or any of the Powers and Authorities hereby given and vested in the said Railway Company or their Successors.

Regulations
as to Con-
struction of
Bridge over
the Market
Weighton
Canal.
12 G. 3. c. 37.

CLXIV. And whereas the Railway by this Act authorized to be made is intended to be carried over a certain Navigable Cut or Canal vested in the Trustees under a certain Act of Parliament made and passed in the Twelfth Year of the Reign of King George the Third, intituled *An Act for draining and preserving certain Commons, Low Grounds, and Cars in the Parish of Market Weighton, and other adjacent Parishes in the East Riding of the County of York, and for making a Navigable Cut or Canal from Market Weighton to the River Humber*, and the same Railway, and certain Works relating thereto or connected therewith are intended to cross over or come upon or approach the said Navigable Cut or Canal, and some of the Drains and Works by the said recited Act authorized to be made; and it is expedient that Provision should be made for regulating the Construction of the Works for carrying the said Railway over the said Navigable Cut or Canal, Drains and Works, in order that the Passage of Boats, Barges, and other Vessels should not be impeded on the said Navigable Cut or Canal, and that the Works of Drainage should not be injured or prejudiced; be it therefore further enacted, That the said Company shall and they are hereby required, at their own Expence, Costs, and Charges, to build, erect, and make, and at all Times hereafter to amend, repair, and continue, a good and substantial Stone or Iron Bridge over the said Navigable Cut or Canal called the *Market Weighton Canal* where the said Canal shall be crossed by such Railway, and which said Bridge shall consist of One Arch only, leaving a clear and unobstructed Waterway of at least Forty-five Feet wide in the said Navigable Cut or Canal under the same Arch for the passing of Boats, Barges, and other Vessels, and also for the free and regular flowing of the Water therein for the Purpose of Drainage, and also a sufficient Horse Way, Towing Path, or Hauling Way on the East Side of the said Cut or Canal under the same Arch of the Width of Six Feet at the least, and of such Height above the Surface of the Water in the said Navigable Cut or Canal at the Place where the said Bridge shall be erected that the said Horse Way, Towing Path, or Hauling Path shall stand and be Eighteen Inches at the least above such Surface at all Times when such Surface shall be Seven Feet above the Sill of the said *Humber Lock* for the free and convenient Passage of Horses or other Cattle or Things now or hereafter used or to be used for or in towing or hauling the said Boats, Barges, and other Vessels in or along the said Canal; and that the Springing of such Arch shall not begin to spring from the perpendicular Line of the Pier or Abutment thereof at any less Height from the Surface of the Towing Path or Hauling Way than Five Feet Six Inches at the least above the same, and that the under Side or Soffit of the Centre of the said Arch shall not be less than Six Inches above the under Side or Soffit of the Centre of the Arch of the Bridge over the said Canal at *New Village*.

CLXV. And

CLXV. And be it further enacted, That for and notwithstanding any thing in this Act contained it shall not be lawful for the said Company, either in the making, erecting, building, embanking, constructing, repairing, altering, or maintaining the said Railway or any of the Works by this Act authorized to be made or constructed, or otherwise howsoever, to impede, obstruct, prejudice, or render less commodious the said Canal or Navigation called the *Market Weighton Canal*, nor the several Drains, Sewers, and Watercourses now vested in the said Trustees by virtue of the said recited Act of the Twelfth Year of the Reign of King George the Third, or in any Manner to obstruct, prejudice, hinder, or render less commodious the Drainage and Navigation, or any of the Works thereof now made or authorized to be made by the said recited Act, or to prejudice, avoid, or impeach any Award under the said last-mentioned Act, or any of the Powers, Provisions, Clauses, Matters, and Things therein contained, but that the same, so far as they are not inconsistent with the due Execution of this Act, shall in all respects be as valid and effectual as if this Act had not been made or passed.

The Company in making Railway not to injure the Market Weighton Navigation, or Drains, &c.

CLXVI. Whereas Messieurs *Robert Plummer Weddall* and *John George Weddall* have at great Cost and Expence made and constructed a Sluice and Drain of considerable Extent for the Purpose of conveying the Tide Water from the River *Ouse* to raise, warp, and improve their own Estates within the several Townships of *Scalby*, *Blacktoft*, and *Faxfleet*, and also the Estates of divers other Persons in the same and in other contiguous Townships: And whereas it is intended that the Railway and Works by this Act authorized to be made and constructed shall cross the Estates of the said *Robert Plummer Weddall* and *John George Weddall*, and also their said Warping Drain, it is therefore necessary and expedient that Provisions should be made for the proper constructing of the said Railway and Works, so that the Facility of improving their own Estates by their said Warping Drain, and of carrying on their Design of warping and improving the said Estates of other Persons, be not prevented, obstructed, lessened, or impeded; be it therefore further enacted, That the said Company shall and they are hereby required, at their own Costs, Charges, and Expences, to erect, make, sustain, amend, and keep a good and substantial Bridge over the said Warping Drain, which said Bridge shall consist of Three separate Arches or Openings of the respective Width or Breadth of Seventeen Feet for the Centre Opening and Fourteen Feet for each of the Side Openings, and which Openings shall be divided by pointed Stone Piers not exceeding the Width of Three Feet each; and that the Springing of each of the said Openings hereby directed to be made shall be of not less Height than the Level of the Average High Water of Spring Tides in the River *Humber*, to be ascertained at the Entrance of the *Market Weighton Canal* into the said River *Humber* when such Tides are not raised by Flood Waters; and also one other Bridge with the like Number of Openings for carrying or conveying the said Tide Water under the said Railway and Works of the like Dimensions and Construction as aforesaid, such last-mentioned Openings to be made during the Progress of the Construction of the Railway, and not otherwise, at such particular Point or Place under the said Railway and Works as the said *Robert Plummer Weddall* and *John George Weddall* shall select and appoint, such Point or Place to be between the first above-mentioned Opening and the said *Market Weighton Canal*; and that the said Company

For protecting the Warping Drains of Messieurs Weddall.

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shall

shall and are hereby required to permit and suffer the Water which shall be admitted to overflow the Land for the Purpose of warping to run against the Embankment of the said Railway and Works, or otherwise that the said Company shall and they are hereby required, at their own Expence, to make and maintain warping Banks adjoining and parallel to the Line of the said Railway on both Sides thereof, extending from the said *Market Weighton Canal* to a Lane called *Staddlethorpe Broad Lane*, or such Part or Parts thereof as the said *Robert Plummer Weddall* and *John George Weddall* shall require.

Archway to be made for continuing the Empson Warping Drain under the Railway.

CLXVII. Provided always, and be it further enacted, That the said Company shall, at the Request in Writing of *Amaziah Empson* Esquire, his Heirs or Assigns, made within Six Calendar Months after the passing of this Act, make and maintain an Archway or Opening of sufficient Width to enable the Warping Drain called the *Empson Drain* to be continued under the Railway for the Purpose of warping the Land situate and being on the North Side thereof; One Third of the Expence of the said Archway or Opening to be borne by the said *Amaziah Empson* Esquire, his Heirs or Assigns, and Two Thirds by the said Company.

Penalty on Persons obstructing the free Course of Railway.

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

Penalty on destroying Works.

CLXIX. And be it further enacted, That if any Person shall wilfully, and to the Detriment of the said Undertaking or of the said Company, injure, break, throw down, destroy, steal, or take away any Part of the said Railway, Bridges, or other Works erected or made by virtue of this Act, or any Part of the Materials of any such Works, every Person being lawfully convicted of any such Offence shall be subject and liable to the Pains and Penalties to which Persons shall be liable in Cases of Simple Larceny.

Punishment of Persons in the Service of the Company for Drunkenness.

CLXX. And whereas it is expedient for the further Security of Property, and the better Conduct of the Business on the said Railway after the same or any Part thereof shall be completed, that Punishment beyond that which is now by Law provided shall be inflicted upon any Person in the Service of the said Company who may be found in a State of Drunkenness on any Part of the said Railway, or in any of the Stations, Warehouses, or other Works connected therewith; be it therefore enacted, That if any Person in the Service for the Time being of the said Company shall be found on any Part of the said Railway, or within any of the Stations, Warehouses, or other Premises connected therewith, to be in a state of Drunkenness, every such Person shall for every such Offence forfeit and pay a Sum not exceeding Five Pounds or less than Ten Shillings, to be recovered and applied in like Manner as Penalties imposed by this Act are directed to be recovered and applied.

CLXXI. And be it further enacted; That in all Indictments, Informations, or legal Proceedings whatsoever to be preferred, instituted, or carried on against any Person for feloniously taking, stealing, or embezzling, or for destroying, damaging, or injuring, removing or carrying away any Goods, Chattels, or Property of or belonging to the said Company; or any Goods, Chattels, or Property in their Custody or Possession, or in the Custody or Possession of any Officer or Servant of the said Company, for and on behalf of any other Corporation or Person having deposited such Goods, Chattels, or Property in the Care or Custody of the said Company or their Officers or Servants, or any Goods, Chattels, or Property in or on the said Railway, or any of the Yards, Stations, Works, Warehouses, or Premises belonging to the said Company; and in all other Indictments, Informations, or legal Proceedings whatsoever of or concerning such Goods, Chattels, or Property, respectively, it shall be sufficient to describe and refer to such Goods, Chattels, and Property respectively as the Goods, Chattels, and Property of the said Company, and in case the same shall have been so as aforesaid feloniously taken, stolen, or embezzled, or removed or carried away, to allege that the same were so feloniously taken, stolen, embezzled, removed or carried away, (as the Case may be,) from the said Company; and it shall be sufficient, on the Trial or Hearing of any such Indictment, Information, or other legal Proceeding, to prove that at the Time when such Goods, Chattels, and Property respectively were so feloniously stolen, taken, or embezzled, or so damaged, destroyed, or injured, or removed or carried away, or when other the Matter or Thing complained of in such Indictment, Information, or other legal Proceeding took place, such Goods, Chattels, and Property were in or on the said Railway, or some of the Yards, Stations, Works, Warehouses, or Premises belonging to the said Company, or in the Custody or Possession of some Officer or Servant of the said Company, for and on behalf of the said Company, or for and on behalf of some Corporation or Person having deposited the same with the said Company, without any other Proof of Property.

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

CLXXII. And be it further enacted; That if the Loading of any Carriage upon the said Railway shall be suffered to extend more than Thirty Inches over and beyond the Flanch or Lip of each or any Wheel of such Carriage, or if any Carriage, or any Goods or Things, shall be placed or be suffered to remain on any Part of the said Railway or other Works so as to obstruct the Passage or working thereof, and the Person having the Care of such Carriage, Goods, or Things shall not immediately upon Request 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, or Things to be unloaded, if necessary, and to be removed, in such Manner as shall be proper for preventing, terminating, or removing such Obstruction, and to detain such Carriage, Goods, or Things, or any Part thereof, until the Expences occasioned by such Unloading, Removal, or Detention shall be paid; and the said Company shall not, nor shall any Agent or Officer of the

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

said

said Company, be liable or accountable for any Damage or Loss occasioned by any such Unloading, Removal, or Detention, or for any Delay occasioned thereby, or in any other Way relating thereto, except for wilful Damage done to any Carriage, Goods, or Things so unloaded, removed, or detained, nor shall they or he be liable for the safe Custody of any such Carriage, or any Goods or Things which shall be so detained, unless the same shall be wrongfully detained by the said Company, or by the said Agent or Officer, and then only for so long a Time as the same shall be so wrongfully detained.

Company
empowered
to contract
with other
Railway
Companies.

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

CLXXIV. And

CLXXIV. And be it further enacted, That in all Cases wherein Damages or Charges are by this Act directed or authorized to be paid, and the Manner of ascertaining the Amount thereof is not specified or provided for, such Amount (in case of Nonpayment thereof, or of any Dispute respecting the same,) shall be ascertained and determined by some Two or more Justices of the Peace for the County, Riding, or Place wherein such Damages or Charges shall be incurred, or be directed to be paid; and where by this Act any Damages or Charges are directed to be paid in addition to any Penalty for any Offence, the Amount of such Damages and Charges (in case of Nonpayment thereof, or of any Dispute respecting the same,) shall be settled and determined by the Justices by or before whom any Offender shall be convicted of such Offence; and such Justices 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.

CLXXV. And be it further enacted, That whenever any Money shall by any Justice of the Peace be ordered to be paid, in pursuance of this Act, as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage or Injury of any Nature or Kind soever done or committed by the said Company, or by any Person acting by or under their Authority, and such Money shall not be paid by the said Company to the Parties entitled to receive the same within Twenty-one Days after Demand in Writing shall have been made upon the said Company in pursuance of the Direction or Order made by such Justice, and in which Demand the Order of such Justice shall be stated, then and in such Case the Amount of such Compensation or Satisfaction shall and may be levied and recovered by Distress and Sale of any Goods 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 authorized and required to grant under his Hand and Seal on Application made to him for that Purpose by the Party entitled to receive such Money); and in case any Overplus shall remain after Payment of such Money, and the Costs and Expences of hearing and determining the Matter in dispute, and also the Costs and Expences of such Distress and Sale, then such Overplus shall be returned, on Demand, to the Treasurer of the said Company for the Use and Benefit of the said Company or Treasurer (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 under or by virtue 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 to be levied by Distress of the Goods of the Company or of their Treasurer.

CLXXVI. And be it further enacted, That all Penalties and Forfeitures inflicted or imposed by this Act, or by virtue of any Bye Law, Rule, or Order made in pursuance thereof (the Manner of levying and recovering whereof is not herein otherwise particularly directed), may, in case of Nonpayment thereof, be recovered in a summary Way by the Order and Adjudication of some Two or more Justices of the Peace for the County, Riding, or Place in which the Offender shall be and reside, on Complaint

Recovery and Application of Penalties.

[Local.]

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to

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 whose Goods and Chattels shall be distrained; all which Penalties and Forfeitures not herein directed to be otherwise applied shall be paid, one Moiety to the Informer, and the Remainder to the said Company, unless such Penalties or Forfeitures shall be incurred by the said Company, in which Case the same shall be paid, one Moiety to the Informer, and the Remainder to the Overseers of the Poor of the Parish, Township, or Place within which the Offence shall be committed, to be applied by such Overseers for the Benefit of the Poor of such Parish, Township, or Place; and in case such Penalties or Forfeitures shall not be forthwith paid it shall be lawful for such Justices and they are hereby required to order the Offender so convicted to be detained in safe Custody until Return can conveniently be made to such Warrant of Distress, unless such Offender shall give sufficient Security to the Satisfaction of such Justices for his Appearance before such Justices or before some other Justices of the Peace having Jurisdiction at such Time as shall be appointed for the Return of such Warrant of Distress (such Time being not more than Eight Days from the taking of such Security, and which Security any of the said Justices are hereby empowered to take by way of Recognizance or otherwise); but if upon the Return of such Warrant it shall appear that no sufficient Distress could be had whereupon to levy the said Penalties or Forfeitures, and such Costs and Expences as aforesaid, and the same shall not be forthwith paid, or in case it shall appear to the Satisfaction of such Justices, upon the Confession of the Offender or otherwise, that he hath not sufficient Goods and Chattels whereupon such Penalties, Forfeitures, Costs, and Expences could be levied if a Warrant of Distress should be issued, such Justices shall not be required to issue such Warrant of Distress, but they are hereby required by Warrant under their Hands and Seals to commit such Offender to some Common Gaol or House of Correction for the County, Riding, Borough, or Place within their Jurisdiction, there to remain for any Time not exceeding Three Calendar Months, or until such Penalty or Forfeiture shall be paid and satisfied, together with all the Costs and Charges attending such Proceedings as aforesaid, to be ascertained by such Justices, or until such Offender shall otherwise be discharged by due Course of Law.

Justices may proceed by Summons for the Recovery of Penalties.

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

all Intents and Purposes as if an Information in Writing or in Print had been exhibited.

CLXXVIII. 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 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.

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

Forms of In- formation and Convic- tion :

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

Form of In- formation.

to wit. } BE it remembered, That on the Day 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 [here describe the Offence, and the Time and Place when
 and where committed], contrary to an Act passed in the Year
 of the Reign of His Majesty King William the Fourth, intituled [insert
 the Title of this Act]. Given under my Hand and Seal the Day and
 Year first above written. C. D.'

Form of Con- viction.

CLXXX. And be it further enacted, That it shall be lawful for any Two or more Justices of the Peace for the County, Riding, or Place within which the said Railway shall be situate within their respective Ju- risdictions, and they are hereby respectively required from Time to Time, upon the Application of any Two or more Directors of the said Company or their Clerk, to appoint such and so many fit and proper Persons as they shall deem necessary to be Special Constables upon and within the said Rail- way, and the Works and Premises of the said Company, and every or any Part thereof; and every Person so appointed shall take an Oath (to be administered by the same or any other Justice within his Jurisdiction) duly to execute the Office of such Constable; and every Person so appointed and sworn as aforesaid shall have and exercise all such Powers and Au- thorities, and shall have and enjoy all such Immunities and Privileges, and may

Power to ap- point Special Constables.

may do all such Acts, Matters, and Things, as other Constables duly appointed have, use, exercise, or enjoy, or may do by the Laws of this Kingdom for the Time being; and it shall be lawful for the said Company (or any Two or more of the Directors of the said Company) to dismiss or remove any such Constable from his Office, and upon every such Dismissal or Removal all Powers, Authorities, Immunities, and Privileges by virtue of such Appointment as aforesaid vested in or granted to such Persons so removed or dismissed shall wholly cease.

For compelling Witnesses to attend.

CLXXXI. And be it further enacted, That if any Person 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 Costs and Expences, without a reasonable Excuse for his Refusal or Neglect, or appearing shall refuse to be examined or to give Evidence before such Justice, then and in either of the said Cases every such Person shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

General Power to Justices to administer Oaths.

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

Persons aggrieved may appeal to Quarter Sessions.

CLXXXIII. And be it further enacted, That all Corporations 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 also the said Company and all other Corporations 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 Ten Days Notice in Writing of such Intention to appeal, and of the Grounds and Nature thereof, to the Party against whom such Complaint is intended to be made, or to the said Company (as the Case may be), and forthwith after such Notice entering into Recognizance before some Justice of the Peace, with Two sufficient Sureties, conditioned to try such Appeal, and abide the Order and Award of the said Court thereon; and the said Justices shall in a summary Way either hear and determine the said Complaint at such General or Quarter Sessions, or, if they shall 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

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.

CLXXXIV. And be it further enacted, That in all Cases in which it may be necessary for any Corporation or Person to serve any Summons or Demand, or any Notice, or any Writ, or other Proceeding at Law or in Equity, upon the said Company, personal Service thereof respectively upon any Two of the Directors of the said Company, or delivering the same to some Inmate of the last or usual known Places of Abode of such Directors respectively, or personal Service thereof upon the Clerk of the said Company, or leaving the same at the Office of such Clerk, or delivering the same to some Inmate of the last or usual known Place of Abode of such Clerk, or leaving a Copy thereof at the principal Office of the said Company, or in case the same respectively shall not be found or known, then personal Service upon any other Agent of or Officer employed by the said Company, or delivering the same to some Inmate of the last or usual known Place of Abode of such Agent or Officer, or if there shall be no such Agent or Officer, then Service on any one Director of the said Company, shall be deemed good and sufficient Service of the same respectively on the said Company.

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

CLXXXV. And be it further enacted, That in all Cases in which it may be necessary for the said Company to serve any Summons or Demand, or any Notice, or any Writ, or other Proceeding at Law or in Equity, upon any Corporation or Person under the Provisions of this Act, personal Service thereof respectively upon such Person, or upon some Member, or upon the Clerk or other Officer of such Corporation, or delivering the same to some Inmate of the last or usual known Place of Abode of such Person, or of such Member, Clerk, or other Officer of such Corporation, or at the Office of such Clerk or other Officer, shall be deemed good and sufficient Service of the same respectively upon such Corporation or Person (as the Case may be), except in Cases in which any other Mode of Service is by this Act particularly directed: Provided always, that every Summons, Demand, or Notice, or other Document requiring Authentication by the said Company, may be signed by One Director or by a Secretary or Clerk for the Time being of the said Company, and need not be under the Common Seal of the said Company, and may be in Writing or in Print, or partly in Writing and partly in Print.

Declaring what shall be good Service by the Company.

CLXXXVI. And be it further enacted, That in case any Person against whom the said Company may have any Claim or Demand shall become bankrupt or insolvent, the Clerk, Secretary, or the Treasurer for the Time being of the said Company may do all the same Acts, and have and exercise all the same Powers and Privileges, as to the Establishment or Proof of Debts, voting in the Choice of Assignees, signing Certificates, and other Matters and Things in respect of or relating to the Claim or Demand of the said Company, as any Person being a Creditor of such Bankrupt or Insolvent, or a Claimant against his Estate, could have or exercise in respect of his Debt or Claim.

Directing the Manner of proving Debts in Bankruptcy.

[Local.]

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CLXXXVII. And

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

CLXXXVII. 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 Prosecutions, Informations, and Complaints laid, commenced, or instituted by or on behalf of the said Company, and in all Arbitrations, References, or other Proceedings in or consequent upon or arising out of any such Actions, Suits, or Proceedings, Prosecutions, Informations, or Complaints; or otherwise, it shall be lawful for any One or more of the Directors or for the Clerk of the said Company to make, sign, seal, execute, and deliver such general or other Releases as may be or be deemed necessary for the Purpose of qualifying any Person to give Evidence as a Witness in any such Action, Suit, Prosecution, Information, Complaint, Arbitration, Reference, or other Proceeding as aforesaid, and also to do any other Act, Matter, or Thing in any such Action, Suit, Prosecution, Information, Complaint, Arbitration, Reference, or other Proceeding which any Plaintiff or Defendant may do in any Action, Suit, Prosecution, Information, Complaint, Arbitration, Reference, or other Proceeding; and every such Release, Act, Matter, and Thing shall be as valid and effectual in all respects, and to all Intents and Purposes whatsoever, as if the same were made under the Seal of the said Company.

Authenti-
cated Bye
Laws to be
Evidence.

CLXXXVIII. 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 printed Paper or painted Board containing a Copy of such of the Bye Laws, Rules, or Orders as shall subject any Person not being a Proprietor of the said Company to any Fine or Penalty, hath been affixed and published in manner by this Act directed, and in case of its being afterwards displaced or damaged hath been replaced as soon as conveniently might be, unless Proof shall be adduced by the Defendant that such printed Paper or painted Board is not a Copy of such Bye Laws, Rules, or Orders, or hath not been duly affixed and generally continued in manner by this Act directed.

Distress not
unlawful for
Want of
Form.

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

Proceedings
not to be
quashed for
Want of
Form.

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

CXCI. And

CXCI. And be it further enacted, That no Action, Suit, or Information, nor any other Proceeding of what Nature soever, shall be brought, commenced, or prosecuted against any Person for any thing done or omitted to be done in pursuance of this Act, or in the Execution of the Powers or Authorities or any of the Orders made or given in or under this Act, unless Twenty Days previous Notice in Writing shall be given by the Party intending to commence and prosecute such Action, Suit, Information, or other Proceeding, to the intended Defendant, nor unless such Action, Suit, Information, or other Proceeding shall be brought or commenced within Six Calendar Months next after the Act committed, or in case there shall be a Continuation of Damage, then within Six Calendar Months next after the doing or committing such Damage shall have ceased, nor unless such Action, Suit, or Information shall be laid and brought in the County, Riding, or Place within which the Matter in dispute or Cause of Action shall arise; and the Defendant in such Action, Suit, Information, or other Proceeding may plead the General Issue, and give this Act and the special Matter in Evidence at any Trial to be had thereupon, and that the Acts were done or omitted to be done in pursuance of or by the Authority of this Act; and if they shall appear to have been so done or to have been so omitted to be done, or if it shall appear that such Action, Suit, Information, or other Proceeding shall have been brought otherwise than as herein-before directed, then and in every such Case the Jury shall find for the Defendant; upon which Verdict, or if the Plaintiff shall become nonsuited, or shall suffer a Discontinuance of his Action, Suit, Information, or other Proceeding, after the Defendant shall have appeared thereto, or if a Verdict shall pass against the Plaintiff therein, or if upon Demurrer or otherwise Judgment shall be given against the Plaintiff, the Defendant shall have his Costs, and shall have such Remedy for recovering the same as Defendants have for recovering Costs of Suit by Law in other Cases.

Limitation
of Actions.

CXCII. 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 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.

Plaintiffs not
to recover
after Tender
of Amends.

CXCIII. 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, Townships, or Wards through or in which the several Works hereby authorized may pass or be situate; be it therefore enacted, That the said Company shall, from and after they shall have become seised and possessed by virtue of this Act of any Premises charged with the Land Tax, and until the Works hereby authorized to be made shall be completed and assessed to such Land Tax, (unless the said Company shall think fit to redeem the same under the Powers of the Acts for the

Provisions
for Deficien-
cies in the
Land Tax.

the Redemption of Land Tax,) be subject and liable from Time to Time to pay and make good to or in aid of such several Parishes or Townships as aforesaid, out of the Monies to arise by virtue of this Act, all such Sums of Money as shall be deficient in the said several Assessments for Land Tax within the said several Parishes, Townships, or Wards by reason of taking down or using for the Purposes of this Act any Premises liable to such Assessments according to the Rental at which the same were valued or rated at the Time of the passing of this Act; and the Treasurer or Collector or Receiver to be appointed under this Act is hereby required to pay all Deficiencies, on Demand thereof, to the Collector of the said Assessments.

Whole Ex-
pence to be
subscribed
before Work
is com-
menced.

CXCIV. And whereas the Expence of making the Railway and the other Works hereby authorized is estimated at the Sum of Three hundred and eighty-four thousand six hundred and thirty-six Pounds, and the Sum of Three hundred and seven thousand seven hundred and nine Pounds, being Four Fifth Parts thereof, has been already subscribed for by several Persons under a Contract binding themselves, their Heirs, Successors, 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 Three hundred and eighty-four thousand six hundred and thirty-six Pounds shall be subscribed for in the like Manner before any of the Powers granted by this Act in relation to the compulsory taking of Land for the Purposes of the said Railway shall be put in force.

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

CXCV. Provided always, and be it further enacted, That a Certificate under the Hand and Seal of any Justice of the Peace for any County, Riding, Town, or Place within which the Railway and Works are proposed to be made, that the whole of the said Sum of Three hundred and eighty-four thousand six hundred and thirty-six Pounds hath been subscribed as aforesaid, (and which Certificate such Justice is hereby authorized and required to grant on Application made to him by the said Company, and on Production of the Subscription Deed of or relating to the said Company,) shall for all Purposes whatsoever be conclusive Evidence that the whole of the said Sum of Three hundred and eighty-four thousand six hundred and thirty-six Pounds hath been subscribed.

Enabling the
Company to
sell Lands
not wanted.

CXCVI. And whereas by means of the Purchases which the said Company are empowered or are required to make by virtue of this Act they may happen to be seised of more Lands than will be necessary for effecting the Purposes of this Act, or of Lands not applicable to the Purposes hereof; be it therefore enacted, That it shall be lawful for the said Company and they are hereby required, within Two Years after the Time limited by this Act for the Completion of the said Railway, to sell and by any Deed under their Common Seal to convey to the Purchasers thereof any Part of such Lands, or any Estate or Interest purchased by the said Company in such Lands or any Part thereof, in such Manner as they shall deem most advantageous, and such Conveyances from the said Company shall be valid and effectual to all Intents and Purposes: Provided always, that the said Company, before they shall dispose of any such Lands, shall first offer to sell the same to the Person or to the several Persons whose Lands or Premises shall immediately adjoin the Lands so

proposed to be sold, such Persons being in *England*, and conveniently to be found, and being capable of entering into a Contract for the Purchase of such Lands; and such respective Persons, in case they shall be desirous of purchasing the same, shall signify such their Desire in that Behalf to the said Company within Thirty Days after such Offer of Sale shall have been made; and in case such Persons shall decline to avail themselves of such Offer, or shall neglect so to signify their Desire to purchase such Lands for the Space of Thirty Days, the Right of Pre-emption of every such Person so declining or neglecting in respect of the Lands included in such Offer of Sale shall cease, and an Affidavit made and sworn to before a Master or Master Extraordinary in the High Court of Chancery, or before any Justice of the Peace for the County, Riding, or Place within which such Lands shall be situate, by some Person not interested in such Lands, stating that the Person entitled to such Right of Pre-emption was not in *England*, or was not found, or was not capable of entering into a Contract for the Purchase of such Lands, or that such Offer was made by or on behalf of the said Company, and that such Offer was refused or was not accepted by the Person to whom the same was made within the Space of Thirty Days from the Time of making the same, shall in all Courts whatsoever be sufficient Evidence and Proof that such Offer was made and was refused or was not accepted within the Time aforesaid (as the Case may be) by the Person to whom such Offer was made; and in case any such Person as aforesaid shall be desirous of purchasing any such Lands, and he and the said Company shall not agree with respect to the Price thereof, then the Price thereof shall be ascertained by a Jury in the Manner by this Act directed with respect to the disputed Value of Lands to be taken or used by the said Company; and the Expence of hearing and determining such Difference shall be borne and paid in like Manner as in this Act is directed with respect to the disputed Value of Lands to be taken or used by the said Company, *mutatis mutandis*; and the Money produced by the Sale which may be made by the said Company of such Lands as aforesaid shall be applied to the Purposes of this Act; and all Conveyances which shall be made by the said Company pursuant to the Authority vested in them by this Act shall be adjudged sufficient to vest such Estate in the Purchaser as shall have been agreed for, or shall be expressed or meant and intended to be conveyed and granted by any such Conveyance.

CXCVII. And be it further enacted, That upon Payment of the Money which shall arise by the Sale of any Lands or of any Interest therein belonging to the said Company which shall be sold by the said Company under the Authority of this Act, or upon Payment of any Money under this Act, it shall be lawful for the Treasurer for the Time being of the said Company to sign and give a Receipt for the Money so paid; which Receipt shall be a sufficient Discharge to all Persons for the Purchase Money for such Lands or Interests as shall be sold, or for such other Money as in such Receipt shall be expressed to be received; and such Persons shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money or other Money, or of any Part thereof.

Treasurer upon Payment of Money to give Receipts.

CXCVIII. 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
[Local.]

The Word "grant" in Conveyances from the

Company to amount to certain Covenants.

Judicature to be express Covenants to or with the respective Grantees therein named, and the Successors, Heirs, Executors, Administrators, or Assigns of such Grantees, according to the Quality or Nature of such Grantee's Interest therein, and the Estate or Interest therein expressed to be thereby conveyed by or from the said Company for themselves and their Successors, that they the said Company, notwithstanding any Act or Default done by them, were at the Time of the Execution of such Conveyances seised or possessed of the Lands or Premises 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 thereof, his Heirs and Assigns, Successors and Assigns, or Executors, Administrators, and Assigns, (as the Case may be,) shall quietly enjoy the same against the said Company and their Successors and all claiming under them, and be indemnified and saved harmless by the said Company and their Successors from all Incumbrances committed by the said Company, and also for further Assurance of such Lands and Premises by the said Company or their Successors and all claiming under them, unless, except, and so far as the same shall be restrained and limited by express particular Words contained in such Conveyances; and all such Grantees, and their several Successors, Heirs, Executors, Administrators, and Assigns respectively, according to their respective Quality or Nature, and the Estate or Interest expressed to be conveyed, shall and may in all Actions to be brought assign Breach or Breaches thereupon as they might do in case such Covenants were expressly inserted in such Conveyances.

Proprietors to raise additional Sum, if necessary, by Mortgage.

CXCIX. And be it further enacted, That in case the Money hereby authorized to be raised by Subscription as herein-before mentioned shall be found insufficient for the Purposes of this Act, it shall be lawful for the said Company from Time to Time, by an Order of any General or Special General Meeting of the said Company, to borrow and take up at Interest any further or additional Sum of Money not exceeding the Sum of One hundred and thirty-three thousand three hundred and thirty-three Pounds on the Credit of the said Undertaking; and the said Company or the Directors of the said Company, after an Order shall have been made for that Purpose at any General or Special General Meeting of the said Company, are hereby empowered to mortgage, assign, and charge the Property of the said Undertaking, and the Rates, Tolls, and other Sums to arise by virtue of this Act, or any Part thereof, (the Costs and Charges of assigning the same to be paid out of such Rates, Tolls, or Sums,) as a Security for any such Money to be borrowed as aforesaid, with Interest to or for the Benefit of the Party who shall advance the same, or to his Trustee; and a Copy of the Order of any General or Special General Meeting of the said Company authorizing the borrowing of any such Sum of Money, certified by One Director or by the Clerk of the said Company to be a true Copy, shall be sufficient Evidence of the Money authorized to be raised by Subscription being insufficient for the Purposes of this Act, and of the making of the Order for raising such additional Sum of Money; and all such Mortgages, Assignment, 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,)

Hull

Hull and Selby Railway Company.

Form of
Mortgage.

Number
BY virtue of an Act passed in the Year of the Reign
of His Majesty King *William* the Fourth, intituled [*here set forth the
Title of this Act*], we, the *Hull and Selby Railway Company*, incorporated
by the said Act, in consideration of the Sum of
to us in hand paid by *A. B.* of do assign unto the
said *A. B.*, his Executors, Administrators, and Assigns, the said 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 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. Given under our Common Seal this
Day of in the Year of our Lord

And the respective Parties to whom such Mortgages or Assignments shall be made shall be entitled one with the other to their respective Proportions of the said Rates, Tolls, Sums, and Premises, according to the respective Sums in such Mortgages or Assignments mentioned to be advanced, without any Preference by reason of Priority in the Date of any such Order of Meeting, or Priority in the Date of such Mortgage or Assignment, or on any other Account whatsoever; and an Entry or Memorial of such respective Mortgages or Assignments, containing the Numbers and Dates thereof, and the Names of the Parties (with their proper Additions) to whom the same shall have been made, and of the Sums borrowed, together with the Rate of Interest to be paid thereon respectively, shall within Fourteen Days next after the Date thereof be entered in some Book to be kept by the Clerk of the said Company; which said Book may be perused at all reasonable Times by any of the Proprietors or Mortgagees of the said Undertaking, or other Persons interested therein, without Fee or Reward; and all Parties to whom any such Mortgage or Assignment shall have been made as aforesaid, or who shall be entitled to the Money due thereon, may from Time to Time transfer their respective Rights or Interests therein to any other Person; and every Transfer thereof shall be in Writing or in Print, or partly in Writing and partly in Print, and shall be duly stamped, and the true Consideration for such Transfer shall be stated therein, and such Transfer may be in the Words or to the Effect following; (that is to say,)

Form of
Transfer of
Mortgage.

I *A. B.* of in consideration of the Sum of
paid by *C. D.* of do hereby transfer to the said
C. D., his Executors, Administrators, and Assigns, a certain Mortgage,
Number made by the *Hull and Selby Railway Company*, to
bearing Date the Day of
for securing the Sum of and Interest, and all my Right,
Estate, and Interest in and to the Money thereby secured, and in and
to the Rates, Tolls, Sums of Money, and Property thereby assigned.
Dated this Day of in the Year of our
Lord

And every such Transfer shall, within Twenty Days after the Date thereof if executed in *England*, or otherwise within Twenty-eight Days after the
Arrival

Arrival thereof in *England* if executed elsewhere, be produced to the Clerk of the said Company, who shall cause an Entry or Memorial to be made thereof in the same Manner as of the original Mortgage or Assignment, for which the said Clerk shall be paid the Sum of Two Shillings and Sixpence; and after such Entry or Memorial made every Transfer shall entitle such Assignee, or his Executors, Administrators, and Assigns, to the full Benefit thereof and Payment thereon; and it shall not be in the Power of any Person who shall have made such Transfer to make void, release, or discharge the Mortgage so transferred, or any Sum of Money thereon due or thereby secured, or any Part thereof.

Interest of Money borrowed to be paid in preference to Dividends.

CC. 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 Thirty Days next after the same shall have become due and payable as aforesaid, and the same shall not be paid within Thirty Days next after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for any Two or more Justices of the Peace having Jurisdiction and 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 Part of the said Rates, Tolls, or Sums as are liable to pay such Interest so remaining unpaid as aforesaid; and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Person to whom such Interest shall be then due until the same, together with the Costs and Charges of recovering and receiving the 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 and Authority of such Receiver for the Purposes aforesaid shall cease and determine, or otherwise the said Interest so remaining unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by an Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

Creditors not to vote.

CCI. Provided always, and be it further enacted, That no Person to whom any such Mortgage or Assignment shall be made or transferred 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 having advanced any Money on such Mortgage or Assignment.

Directors empowered to stipulate Periods for Redemption of Money to be borrowed on Security of Rates.

CCII. And be it further enacted, That when any Sum of Money shall be borrowed at Interest pursuant to the Powers in that Behalf contained in this Act, it shall be lawful for the said Company, in case they shall in their Discretion think proper so to do, to fix a Period for the Repayment of the Principal Sum of Money so to be borrowed, with the Interest thereof, and in such Case the said Company shall cause to be inserted in such Mortgage or Assignment the Time which shall be fixed or agreed upon for the Repayment of the Principal Money thereby to be secured; and the Principal Sum of Money, with all Arrears of Interest thereon, shall accord-

ingly be paid at the Time so to be fixed to the Party who shall upon the Expiration of such Period be the Holder of and entitled to such Mortgage or Assignment, or his Nominee.

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

Holders of Mortgages or Assignments for Money borrowed for unlimited Periods may demand Payment after Twelve Months from their Date.

Directors may pay off Mortgages on giving Six Months Notice.

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

For securing Repayment of Principal Money borrowed.

CCV. And be it further enacted, That in case the said Company shall raise the Whole or any Part of the Money herein-before authorized to be raised by Mortgage, Assignment, or Charge as aforesaid, and shall afterwards pay off all or any Part of the Principal Sum so secured upon Mortgage

In case Mortgages are paid off, Power to raise the Amount again.

[Local.]

35 P

gage

gage, Assignment, or Charge as aforesaid, then and in every such Case it shall be lawful for the said Company immediately or at any Time thereafter again to raise in lieu of the Principal Money so paid off by them such Sum of Money as they shall from Time to Time have paid off, or any Part thereof, and so from Time to Time as often as the same shall happen, but so nevertheless that the said Company shall not in any Event borrow more than the Sum of One hundred and thirty-three thousand three hundred and thirty-three Pounds in the whole, over and above the Amount of the Calls for the Time being remaining unpaid and still to be called for by the said Company.

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

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

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

CCVII. 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 Five Years, to be computed from the passing of this Act, then and from and after the Expiration of the said Term of Five Years all the Powers, Authorities, and Privileges given by this Act shall cease and determine, save only and except as to so much, if any, of the said Railway and Works as shall be declared and certified to have been completed within the said Term by the Justices of the Peace for the County, Riding, or Place within which the Works so completed shall be situate, assembled at any General or Quarter Sessions of the Peace to be held for the said County, Riding, or Place at any Time before the Expiration of the said Term of Five Years, or within Six Calendar Months next after the Expiration thereof, upon the Evidence of Two or more Witnesses upon solemn Declaration to be produced before such Justices for that Purpose.

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

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

CCIX. And

CCIX. And be it further enacted, That nothing in this Act contained shall extend or be construed to extend to take away, impeach, diminish, change, or affect any Rights, Dues, Duties, and Payments, Powers, Privileges, Jurisdictions, or Authorities, which the Mayor, Aldermen, and Burgesses of the Town or Borough of *Kingston-upon-Hull* are now lawfully entitled to, or can or may lawfully or equitably claim to have.

Saving the Rights of the Corporation of Kingston-upon-Hull.

CCX. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to authorize or empower the said *Hull and Selby Railway Company*, or any other Company or Person whatsoever or whomsoever, to enter into or upon, take or use, the Quays, Wharfs, or Lands of the Dock Company at *Kingston-upon-Hull*, or any of them, or any Part thereof, or to appropriate the same, or any of them, or any Part thereof, for any of the Purposes of this Act, without the Leave and Licence of the said Dock Company in Writing under their Common Seal for that Purpose first had and obtained; and that nothing in this Act contained shall extend or be construed to extend to abridge, take away, impeach, diminish, change, or affect the Rights, Dues, Duties, Payments, Powers, Privileges, or Authorities of or belonging to or now vested in the said Dock Company under or by virtue of any Act or Acts of Parliament now in force, or otherwise howsoever.

Saving the Rights of the Dock Company at Kingston-upon-Hull.

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

Nothing herein to exempt the Railway from the Provisions of any General Act for regulating Railroads.

CCXII. 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.

Act declared Public.

The SCHEDULE to which the foregoing Act refers.

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
TOWN AND COUNTY OF THE TOWN OF KINGSTON-UPON-HULL.			
<i>Parish of the Holy Trinity.</i>			
SOUTH MYTON WARD.			
The Dock Company at Kingston-upon-Hull.	- - -	Themselves - - -	Road adjoining the West Quay of the Humber Dock.
Ditto - - -	- - -	Ditto - - -	Road adjoining the West Quay of the Humber Dock Basin.
Henry Broadley - - -	- - -	William Bachelor Brownlow and William Hunt Pearson.	Steam Boiler Maker's Workshop and Sheds.
Ditto - - -	- - -	John Foster - - -	House.
Ditto - - -	- - -	Peter Clarke and William Hopwood.	Bonding-yard.
Ditto - - -	- - -	Stephen Kirkwood - - -	Timber-yard.
Corporation of the Mayor and Burgesses of the Town of Kingston-upon-Hull.	- - -	William Miller, John Parkinson, Henry Green, and Thomas Grant.	Ship-yard, Patent Slip and Sheds.
Ditto - - -	- - -	Isaac Aydon and Thomas Travis Read.	Steam Engine Manufactory.
Ditto - - -	- - -	Edward Hawkin - - -	Oil-mill, Paint and Colour Works.
Ditto - - -	- - -	Henry Green - - -	Public House.
Ditto - - -	- - -	William Watson and Richard Holme.	Steam Engine Manufactory.
Ditto - - -	- - -	- - -	Limekiln Creek, Common Sewer.
Ditto - - -	- - -	John Barrett and Arthur Barrett	Steam Boiler Maker's Workshops, Office, and Yard.
Ditto - - -	- - -	James Iveson - - -	Cottage.
Ditto - - -	- - -	In hand - - -	Lumber Yards and Sheds.
Ditto - - -	- - -	William Ainsworth - - -	House.
Ditto - - -	- - -	- - -	Pig Market.
Ditto - - -	- - -	- - -	Cattle Market and Sheds.
Simon Horner (surviving Trustee).	- - -	Francis Coates (Governor) -	Gaol and House of Correction for the Town and County of the Town of Kingston-upon-Hull.

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
Simon Horner (surviving Trustee).	- - -	Francis Coates (Governor)	Shed belonging to the Gaol.
Corporation of the Mayor and Burgesses of the Town of Kingston-upon-Hull.	William Dennis	Thomas Baker	Manor House Tavern.
Ditto	Ditto	Sarah Forman	House.
Ditto	Ditto	Robert Heathcote	Ditto.
Ditto	Ditto	Charles Bell	Ditto.
Ditto	Ditto	Robert Wigglesworth	Ditto.
Ditto	John Medley	John Medley	House and Yard.
Ditto	- - -	Ditto	Garden.
Ditto	- - -	Thomas English	Ditto.
Ditto	William Hutchinson and Thomas Siminon.	William Grayburn	House.
Ditto	- - -	Ashton Cox	Ditto.
Ditto	- - -	Isaac Aydon	Ditto.
Ditto	- - -	Daniel Stubbs	Ditto.
Ditto	- - -	Phineas Beaumont	Ditto.
George Jackson	- - -	Henry Walker	Ditto.
Ditto	- - -	George Wilkinson	Ditto.
Ditto	- - -	James Naylor	Boat Builder's Shed and Yard.
Ditto	- - -	George Jackson	Wharf.
Ditto	- - -	Ditto	Mortar Shed.
Ditto	- - -	William Witter, Robert Chapman, Joseph Harper, Christopher Pickering, Diana Ablett, and Alexander Dunn.	House let in Six separate Tenements.
Thomas English	- - -	Thomas Bowring, Robert Gansby, and John Spinks.	House let in Three separate Tenements.
Ditto	- - -	William Moor	Tenement.
Ditto	- - -	William Straton and Marcus Cook English.	Stable, Limekilns, and Yard.
Thomas English and Ann his Wife.	William Grayburn.	William Grayburn	Kingston Brewery.
Ditto	- - -	Mark Jackson	House.
Ditto	- - -	Unoccupied	Ditto.
Thomas English	- - -	The Reverend Peter Taylor	Ditto.
Thomas English and Ann his Wife.	- - -	Thomas English	Warehouse.
Ditto	- - -	John Medley	Ship-yard, Patent Slip, and Sheds.
Ditto	- - -	Ditto	Blacksmith's Shop.
Ditto	- - -	William Straton and Marcus Cook English.	Wharf.
Ditto	- - -	William Fowler	Tenement.
Ditto	- - -	William Straton and Marcus Cook English.	Shed and Yard.
William Westerdale	- - -	John Barret	House.
Ditto	- - -	George Kitching	Ditto.
Ditto	- - -	Joseph Dawson	Ditto.
Ditto	- - -	Richard Windall	Ditto.
Ditto	- - -	William Barnby	Ditto.
Ditto	- - -	Thomas Archer Wilkinson	Ditto.
Ditto	- - -	William Brass	Ditto.
William Straton	- - -	William Straton	Ditto.
Rhoda Priest	- - -	William Grassby	Garden.
Heli Hayter	- - -	Himself	House and Garden.

[Local.]

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
Thomas Free	-	Unoccupied	Ditto.
Thomas Humphrey	-	Peter Wells	House, Garden, and Foreshore in front.
Jane Briggs	-	John Stork	Ditto.
William Bell	-	Unoccupied	Ditto.
William Draper	-	Himself	Ditto.
Giles Shadforth	-	Himself	Ditto.
Robert and Rhoda Priest	-	John Hall	Ditto.
John Torr	-	John Torr	Ditto.
George Earle	-	Himself	Ditto.
Thomas Earle	-	Himself	Ditto.
Anthony Pickard	-	Himself	Ditto.
John Taylor	-	Himself	Ditto.
William Bell	-	Robert Brown	House, Garden, and Foreshore in front.
Ditto	-	Elizabeth Marsden	Ditto.
William Wright	-	John Hipsley	Ditto.
William Hutchinson	-	William Woolley	Ditto.
Avison Terry and John Terry	-	Ellen Beddingfield	Ditto.
Ditto	-	Robert Hemington	Ditto.
William Dennis	-	Himself	Ditto.
Avison Terry and John Terry	-	John Bailey	Garden and Foreshore in front.
Ditto	-	Mary Knight	House, Garden, and Foreshore in front.
William Moor	-	Himself	House and Garden.
Avison Terry and John Terry	-	Robert Hemington	Coach-house, Stables, and Yard.
Ann Rosindale	-	John Brown	House and Garden.
John Wright	-	George Gell	House, Garden, and Foreshore in front.
Ditto	-	Robert Harker	House and Foreshore in front.
Cornelius Kay	Robert Joseph Chambers.	Unoccupied	House.
Ditto	Ditto	Thomas S. Pim	Coal-house and Wharf.
Ditto	-	Unoccupied	House, Billiard-room, and Limekilns be- hind.
Trustees of the late William Mercer.	-	John Scarr	Public House.
William Bell	-	William Bell	Pottery.
Ditto	-	Ditto	Warehouse, Quay or Wharf, and Fore- shore in front.
Devises of the late George Malcolm.	-	Unoccupied	House.
Ditto	-	John Mattocks	Ditto.
Ditto	-	George Gibson Foster	Ditto.
Ditto	-	Ditto	Baths.
Ditto	-	Ditto	Garden.
Thomas Ward Gleadow and Robert Ward Gleadow.	-	Unoccupied	House and Shop.
Ditto	-	Thomas Webster	House.
Devises of the late George Malcolm.	-	Richard Henry Clifton	Ditto.
Ditto	-	Jesse Malcolm	Warehouse.
Ditto	-	Robert and Edward Colton	Garden and Foreshore in front.
John Dick	-	John Prest	Public House and Gar- den.

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
John Dick	- - -	John Prest	Baths, Boat-shed, and Foreshore in front.
George Liddell	- - -	Unoccupied	Three Tenements (Warehouse unoccu- pied).
Thomas Scholefield	- - -	William and Thomas Irving, Archibald Greaves.	House } and Foreshore in front.
Ditto	- - -	William and Thomas Irving	Ropery }
Josiah Corthine Fitchett	- - -	John Hackney, Thomas Neal, Robert Barker, John Ash- ton, and John Underwood.	Small Gardens undi- vided and Foreshore in front.
Ditto	- - -	Thomas Neal	House and Foreshore in front.
George Lamb	- - -	Himself	House, Garden, and Foreshore in front.
George Liddell	- - -	Unoccupied	Garden and Foreshore in front.
Ditto	- - -	John Tindall	Tenement and Fore- shore in front.
Ditto	- - -	John West	Garden and ditto.
Ditto	- - -	Ditto	Public House.
Ditto	- - -	Ditto	Garden.
Ditto	- - -	Unoccupied	House.
Ditto	- - -	Ditto	Garden.
John Hall, Trustee for Ann Rosindale.	- - -	Ditto	House and Garden.
Thomas Suger and William Jennison, Assignees of the Estate of John Lister.	- - -	George Drurey	Public House and Gar- den.
George and Thomas Earle	- - -	George and Thomas Earle	Cement Manufactory, Office, Yard, Garden, and Foreshore in front. Dairycoates Clough, and part of Drain, called Wold Ings, and Carr Drain.

Parishes of North Ferriby and Kirk-Ella.

TOWNSHIPS OF SWANLAND, NORTH FERRIBY, AND KIRK-ELLA.

HAMLET OF DAIRYCOATES.

Trustees of the late Anthony Atkinson.	- - -	- - -	Part of Humber Bank, Bridge, Footpath to Hessle, and the Fore- shore in front.
Ditto	- - -	Sarah Atkinson	Dairycoates House and Garden in front.
Ditto	- - -	Ditto	Garden.
Ditto	- - -	John Hudson junior	Brick and Tile Kilns and Drying Sheds.
Ditto	- - -	Ditto	Brick-yard.
Ditto	- - -	Ditto	House and Outbuild- ings.
Samuel Haire	- - -	Robert Dunn	Dairycoates Farmhouse and Buildings.

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
<i>Parish of Hessle.</i>			
TOWNSHIP OF HESSLE.			
Samuel Haire - - -	- - -	Robert Dunn - - -	Garden.
George Liddell - - -	- - -	Thomas Carlill - - -	Ditto.
Ditto - - -	- - -	Thomas Geldard - - -	Field, with a Farm-house and Buildings lately erected therein.
Joseph Robinson Pease - - -	- - -	Christopher Hunter, John Dixon, John Windus, William Pattison, John Lowthorpe, John Gibson, Jervis Hodgson, Philip Waudby, Robert Usher, Thomas Wilson, Dennis Porter, Thomas Brown, Alexander Forsyth, William Stephenson, James Brown, and William Lawson.	Field let off in small Parcels for Garden Ground.
Ditto - - -	- - -	William Green - - -	Hovel.
The Trustees of Hessle Drainage and John Spicer.	- - -	- - -	Bridge and Clough.
John Spicer - - -	William Burton, William Morris, Thomas Walkden junior, and Thomas Wright.	- - -	Hessle Harbour.
Ditto - - -	- - -	Himself - - -	Small Paddock, Granary, and Coal-yard.
William Wood - - -	- - -	Himself - - -	Field with a Hovel in it.
Joseph Robinson Pease - - -	- - -	Unoccupied - - -	Excavated Land and Shed.
Charter House, Hull - - -	- - -	Thomas Wallis, Thomas Ramsey, Edward Lancaster, and William Parker.	House at the Old Ship Yard, divided into separate Tenements.
William Wood, Thomas Levett, Thomas Rhodes, and John Briggs, and the Trustees of Thomas Rhodes's Children.	- - -	Themselves - - -	Windmill, Whiting Manufactory, and Sheds.
Ditto - - -	- - -	James Wood, George Porrill Thomas Sellers, and Samuel Cherry.	Four Cottages.
Henry Broadley - - -	- - -	William Wallis senior - - -	House, Old Steam Whiting-mill, and Sheds.
Joseph Robinson Pease - - -	- - -	Himself - - -	Part of the Park or Lawn and Grounds belonging to Hesslewood House.

Parishes of North Ferriby and Kirk-Ella.

TOWNSHIPS OF SWANLAND AND KIRK-ELLA.

Joseph Robinson Pease - - -	- - -	William Green - - -	Fields and Plantations.
John Todd (Swanland) - - -	- - -	In hand - - -	Gamekeeper's Cottage, Garden, and Plantation.

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
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Parish of North Ferriby.

TOWNSHIP OF NORTH FERRIBY.

Thomas Jenkinson	- -	Himself	House and small Field.
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EAST RIDING OF THE COUNTY OF YORK.

Parish of Welton with Melton.

TOWNSHIP OF MELTON.

Charles Whitaker	- -	Himself	Plantation.
Ditto	- -	In hand	Plantations.

TOWNSHIP OF WELTON.

Robert Raikes	- -	John Hall, John Sherwood, Simeon Marwood, Thomas Scarborough, William Cock- ill, Samuel Cade, John John- son, Charles Scarborough, Robert Nicholson, and William Smith.	Field parcelled out to Ten poor Men for Spade Husbandry.
Eleanor Wright	- -	Herself	Paddock.

Parish of Elloughton with Brough.

TOWNSHIP OF ELLOUGHTON.

Jane Todd	- -	William Bertram	Plantation.
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TOWNSHIP OF BROUGH.

Captain John Terry	- -	John Storr	Garden.
Ditto	- -	Ditto	Stack-yard.
Ditto	- -	Ditto	Farmhouse and Barn.
William Brown	- -	John Armitage and Jonathan Armitage.	House, Brick-yard, Kilns, and Sheds.
Ditto	- -	William Laverack	Warehouse and Coal- yard.

Parish of Brantingham.

TOWNSHIP OF ELLERKER.

			Bridge and Clough.
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[Local.]

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
<i>Parish of South Cave.</i>			
TOWNSHIP OF SOUTH CAVE.			
The Surveyors of the Highways of the Township of South Cave.	- - -	- - -	The Landing Place at Crabley Creek, and Road from thence leading to South Cave.
Henry Gee Barnard	- - -	Thomas Leaper	Garden.
Ditto	- - -	Ditto	Farmhouse, Barn, and Outbuildings.
Ditto	- - -	Ditto	Stack-yard.
Ditto	- - -	Ditto	Orchard.
			Skelfleet Drain and Clough.

TOWNSHIP OF BROOMFLEET.

Joseph Purdon	- - -	Himself	Paddock.
			Stream called the Dam Beck, and Bridge over the same.
Marmaduke Thomas Prickett	- - -	Mercy Hopkinson	Plantation.
The Trustees of the Market Weighton Canal.	- - -		Part of the Bank and Towing Path and Part of the Market Weighton Canal.

Parish of Howden.

TOWNSHIP OF BELBY.

The Trustees of the Market Weighton Canal.	- - -	- - -	Part of the Bank and Towing Path of the Market Weighton Canal.
Ditto	- - -	- - -	Part of the Market Weighton Canal.

Parish of South Cave.

TOWNSHIP OF FAXFLEET.

Benjamin Gaskell and Robert Plummer Weddall.	- - -	John Underwood	Farmhouse called Mar House.
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Parish of Blacktoft.

TOWNSHIP OF BLACKTOFT.

HAMLET OF CLEMENTS-THORPE.

David Simpson	- - -	William Bryan	House, Garden, and Paddock.
Jonathan Sissons	- - -	Himself	Paddock.

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
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Parish of Eastrington.

HAMLET OF BENNETLAND.

TOWNSHIP OF BELLASIZE.

Robert Blyth	- - -	Thomas Goundrill	Farmhouse and Buildings.
William Gardham	- - -	Himself	Farmhouse, Buildings, and Homestead.
Ditto	- - -	Ditto	Orchard.

TOWNSHIP OF GILBERDIKE.

William Gardham	- - -	John Gardham and Robert Gardham.	Small Paddock.
William Pexton	- - -	Henry Arton	Garth.
Ditto	- - -	Ditto	Cottage.

TOWNSHIP OF BELLASIZE.

Arthur Saltmarshe	- - -	Joseph Laverack	Plantation.
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TOWNSHIP OF EASTRINGTON.

John Dunnington Jefferson	- - -	Thomas Watson	Newland Farmhouse and Buildings.
Overseer of the Poor of Eastrington.	- - -	Robert Broader and William Harper.	Poorhouses.
William Walker	- - -	Himself	Plantation.
Ditto	- - -	William Cook and Francis Stephenson.	Two Cottages and Gardens.

Parish of Howden.

TOWNSHIP OF SKELTON.

Reverend Joseph Dunnington.	- - -	William Revell.	Newfields Farmhouse and Homestead.
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TOWNSHIP OF HOWDEN.

Reverend Joseph Dunnington.	- - -	Thomas Wilson	Farmhouse.
Ditto	- - -	Ditto	Homestead.
Ditto	- - -	Ditto	Barn and Fold-yard.

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
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Parish of Wressel.

TOWNSHIP OF BRIND (otherwise BOURNE).

The Right Honourable the Earl of Egremont.	- - -	John Blanchard	Paddocks.
Ditto	- - -	Joseph Wilson	Farmhouse, Buildings, Garden, and Orchard.
Ditto	- - -	John Blanchard	Cottage and Garden.
Ditto	- - -	William Clark	Paddock.
Ditto	- - -	Joseph Wilson	Ditto.

TOWNSHIP OF NEWSHOLME.

The Earl of Egremont	- - -	Leonard Eland	Sheds, small Barn, and Stack-yard.
Ditto	- - -	Ditto	Rowland Hall, Farmhouse, Barn, Buildings, and Fold-yard.

TOWNSHIP OF WRESSEL.

The Earl of Egremont	- - -	William Revill	Farm-yard, Buildings, and Mill.
Ditto	- - -	Ditto	House near Wressel Mill.
The Vicar of Wressel	- - -	- - -	Wressel Church and Churchyard.
The Earl of Egremont	- - -	Robert Johnson	Small Field and Stable adjoining Wressel Churchyard.
			Part of the River Derwent, Bank, and Towing Path.

Parish of Hemingbrough.

TOWNSHIP OF HEMINGBROUGH.

Mary Robinson	- - -	James Smith	Oak Plantation.
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TOWNSHIP OF CLIFF WITH LUND.

Jane Walker	- - -	John Walker	Cottage, Orchard, and Garden.
John Settrington	- - -	George Durham and Thomas Lazenby.	Two Tenements and Gardens.
William Pratt	- - -	Thomas Allen	Cottage and Garden.
William Burton	- - -	John Phillips	Paddock.
Ditto	- - -	Ditto	Farmhouse, Barn, and Fold-yard.
John Hotham	- - -	George Clark	House, Garden, and Paddock.
The Trustees of Cliff Charity School.	- - -	Joseph Turton	Schoolhouse and Cottage.
Theodosia Osbaldiston	Mary Robinson	William Wilson	Lund Mill and Yard.

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
TOWNSHIP OF BARLBY.			
Paul Wright	-	Edward Turner	House and Yard.
Ditto	-	Alice Bailey	Ditto.
Ditto	-	William Russell	Ditto.
Ditto	-	Himself	Ditto.
William Dunhill	-	Himself	Ditto.
Ditto	-	John Campsall	Ditto.
Ditto	-	James Turner	Ditto.
Richard Steel	-	Himself	Ditto.
Ditto	-	Himself	Garden.
Ditto	-	Himself	Wash-house.
Paul Wright	-	Himself	Garden.
William Dunhill	-	Himself	Ditto.
Richard Steel	-	Himself	Ditto.
Thomas Wade	-	Himself	Ditto.
Ditto	-	Thomas Russom	Footpath to Orchard.
Ditto	-	Ditto	Orchard.
Ditto	-	James Tickett	Cottage and Yard.
Ditto	-	William Wilkinson	Ditto.
Ditto	-	Benjamin Turner	Ditto.
Ditto	-	Henry Pearson	Ditto.
Ditto	-	Robert Duffin	Ditto.
Ditto	-	Hannah Midgley	Ditto.
Ditto	-	Thomas Tasker	Ditto.
Ditto	-	Benjamin Matthewman	Ditto.
Ditto	-	William Cole	Ditto.
Ditto	-	John Pilkington	Ditto.
Ditto	-	William Shillito	Ditto.
Ditto	-	John Robertson	Ditto.
Ditto	-	William North	Ditto.
Ditto	-	Ditto	Ditto.
Ditto	-	John Robertson	Garden.
Ditto	-	William Shillito	Ditto.
Ditto	-	John Pilkington	Ditto.
Ditto	-	Benjamin Matthewman	Ditto.
Elizabeth Aspinell	-	Unoccupied	Orchard.
			Towing Path, Bank, and Foreshore of the River Ouse.
			Part of the River Ouse.

WEST RIDING OF THE COUNTY OF YORK.

Parish of Selby.

TOWNSHIP OF SELBY.

The Honourable Edward Robert Petre, and his Trustees.	-	William Bradley	Stonemason's Yard and Shed on the Fore-shore.
Ditto	-	James Brook	Wooden Warehouse and Crane on Ditto.
The Leeds and Selby Railway Company.	-	Themselves	Offices.
Ditto	-	William Smith	Dwelling House.
Ditto	-	Ditto	Yard and Garden.
The Honourable Edward Robert Petre and his Trustees.	-	Thomas Lightfoot	House.

[Local.]

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
Samuel Staniland	-	John Lumb	Neptune Public House.
Ditto	-	Esther Lowther	Front House.
Ditto	-	William Carr	Tenement.
Ditto	-	Isaac Conway	Ditto.
Ditto	-	John Maw	Ditto.
Ditto	-	James Stott	Ditto.
Ditto	-	James Clarence	Ditto.
Ditto	-	James Bilsborough otherwise James King.	Ditto.
Ditto	-	James Hobman	Ditto.
Ditto	-	Rachel Chapel	Ditto.
Ditto	-	Mary Adamson	Ditto.
John Cape senior	-	John Capè juniör	Public House, Jutty Tavern.
Ditto	-	William Bradley	Front House.
Ditto	-	Rhodes Chapel	Tenement.
Ditto	-	George Vanson	Ditto.
Ditto	-	William Dawson	Ditto.
Ditto	-	Thomas Jackson	Ditto.
Ditto	-	John Latham	Ditto.
Ditto	-	William Wardell	Ditto.
Ditto	-	George Watson	Front House and Garden.
Ditto	-	William Bean	Ditto.
Christopher Barton	-	Elizabeth Simpson and George Watson.	Ditto.
John Dobson	-	John Wright	Front House.
Ditto	-	Mary Spears	Ditto.
Ditto	-	Robert Whitlam	Ditto.
Ditto	-	Ditto	Tenement.
Ditto	-	David Senior	Ditto.
Ditto	-	Isaac Turner	Ditto.
Ditto	-	Thomas Lofthouse	Ditto.
Ditto	-	William Asthorpe	Ditto.
Ditto	-	Benjamin Charlton	Ditto.
Ditto	-	-	Wash-house.
Ditto	-	James Collins	Tenement.
Ditto	-	George Bradley	Ditto.
Ditto	-	John Storr	Ditto.
Ditto	-	Robert Wright	Ditto.
Ditto	-	George Sefton	Ditto.
Ditto	-	George Foulis	Ditto.
The Honourable Edward Robert Petre and his said Trustees.	-	James Brook	Coal-yard.
Ditto	-	Ditto	Office and Warehouse.
Mary Dunhill and William Dunhill.	-	Mary Dunhill	Public House, Duke of York.
Ditto	-	William Gibson	Tenement.
Ditto	-	Thomas Adamson	Ditto.
Ditto	-	Robert Tomlinson	Ditto.
Ditto	-	Mary Audus	Ditto.
Ditto	-	George Goodworth	Ditto.
Ditto	-	Ann Bradley	Ditto.
Ditto	-	Unoccupied	Ditto.
Ditto	-	Mark Best	Ditto.
Ditto	-	John Brunyard	Ditto.
Ditto	-	Thomas Hawksworth	Ditto.
Ditto	-	David Hargrave	Ditto.
Ditto	-	William Briggs	Ditto.
Ditto	-	Dinah Allen	Ditto.

Owner or reputed Owner.	Lessee.	Occupier.	Description of Property.
The Honourable Edward Robert Petre and his said Trustees.	- - -	Thomas Wright - -	Front House and Garden.
Ditto	- - -	Mary Annelly - -	Ditto.
Ditto	- - -	Thomas Adamson - -	Ditto.
Ditto	- - -	Michael Welburn - -	Front House.
Ditto	- - -	Ditto - -	Garden.
Ditto	- - -	Adelaide and Sovereign Steam Packet Company.	Office, Stable, and Shed.
Ditto	- - -	George Arundell - -	Cottage, Yard, Garden, Paddock, and Cowhouse.
Ditto	- - -	Christopher Paver - -	Part of Garden, Orchard, and Paddock.
Ditto	- - -	Ditto and Thomas Lightfoot.	Paddock.
Ditto	- - -	Ditto - -	Cowhouse and Shed.
Ditto	- - -	Ditto - -	Paddock.
Ditto	- - -	Ditto - -	Ditto.
Ditto	- - -	Ditto - -	Shed.
Ditto	- - -	James Brooks and John Linton.	Blacksmith's Shop and Yard.
Ditto	- - -	Charles Weddall - -	Paddock.
Ditto	- - -	Ditto - -	Shed and Stack-yard.
Ditto	- - -	Ditto - -	Garden.
Ditto	- - -	Ditto - -	Road to Paddock.
Ditto	- - -	Ditto - -	Garden.
Ditto	- - -	Ditto - -	Paddock.
Ditto	- - -	Robert Adams - -	Garden.
Ditto	- - -	Michael Welburn - -	Ditto.
Ditto	- - -	Samuel Bradley - -	Ditto.
Ditto	- - -	John Glew - -	Garden and Summerhouse.
Ditto	- - -	Jonathan Smith - -	Ditto.
Ditto	- - -	John Harper - -	Garden.
Ditto	- - -	Isaac Butler - -	Garden and Summerhouse.
Ditto	- - -	David Hick - -	Garden.
Ditto	- - -	Matthew Pearson - -	Planted Road to Garden.
Ditto	- - -	Ditto - -	Garden and Summerhouse.
Ditto	- - -	Ditto - -	Paddock.
The Leeds and Selby Railway Company.	- - -	- - -	Leeds and Selby Railway.

