ANNO SEXTO & SEPTIMO

GULIELMI IV. REGIS.

Cap. cxi.

An Act for making a Railway from *Manchester* to *Leeds*. [4th *July* 1836.]

WHEREAS a Railway from *Manchester* in the County Palatine of *Lancaster* to *Leeds* in the West Riding of the County of *York*, extending through the populous manufacturing District which comprises the Towns or important Places of *Oldham*, *Middleton*, *Rochdale*, *Littleborough*, *Todmorden*, *Hebden Bridge*, *Sowerby Bridge*, *Halifax*, *Elland*, *Brighouse*, *Cooper Bridge*, *Mirfield*, *Dewsbury*, *Wakefield*, and *Leeds*, situate respectively in the said County Palatine and in the said West Riding, would, by establishing a certain and expeditious Communication through the said District, and with the said Towns and Places, or their respective Neighbourhoods, and also by supplying them with an additional Means of Communication with the Ports of *Liverpool*, *Hull*, and *Goole*, be of great public Advantage: And whereas the several Persons herein-after named, together with divers other Persons, have subscribed towards making the said Railway, and are willing to make the same at their own Expence, 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 this present Parliament assembled, and by the Authority of the same, That *Alexander Bannerman*, *Robert Barbour*, *John Barrow*, *Richard Barrow* junior, Proprietors incorporated.

junior, *John Beadle, Hugh Beaver, George Binns, William Boulton, Richard Bramley, John Warburton Bridge, James Broadbent, Thomas Broadbent, John Beeby Brockbank, Samuel Brooks, Alice Brooks, John Brooks, John Brown, James Bryans, Edmund Burdekin, James Burt, Thomas Bury* junior, *John Burton, Francis Carlisle, George Royle Chappell, John Chippendali, William Brownsword Chorley, John Clapham, Thomas Coates, Thomas Coglan, William Cooper, Thomas Cooke, John Cropper* the younger, *John Crosfield, James Cunliffe, Roger Cunliffe, Richard Dawson, Richard Crosbie Dawson, George Frederick Dickson, Adam Dugdale, James Duncan, Richard Dunn, James Durham, Hewson Dutchman, Jozé Luis Fernandes, John Fernley, James Fielden, Joshua Fielden, Sarah Fielden, Thomas Fielden, Henry Forth, Robert Gardner, Robert Garnett, William Garnett, Robert Gill, Robert Gladstone, William Greenwood,* Reverend *John Grundy* Clerk, *John Hackett, Thomas Haigh, James Hardie, James Hargreaves, John Hargreaves* (*Broad Oak*), *John Hargreaves* (*Manchester*), *Robert Halstead Hargreaves, James Collier Harter, William Haworth, William Hill, Thomas Hilton, Peter Hitchen, George Horrocks, Thomas Houldsworth* M. P., *John Hoyle, John Hyde, Henry Houldsworth, William Haynes, John Audley Jee, William Leatham, John Leeming, Aaron Lees, John Lloyd, Edward Loyd, Charles Mac Murdo, John Mac Vicar, Charles Mann, Maria Earnshaw Marshall, William Marshall, William Morgan, Jeremiah Todd Naylor, James Neville, Henry Newbery, James Harwick Oughton, Edward Patten, Henry Pershouse, Thomas Potter, John Clark Prescott, Joseph Raleigh, Richard Rathbone, Theodore Woolman Rathbone, George Rawson* the elder, *Alfred Reyner, Joseph Buckley Reyner, John Riley, Rowland Roscow, Robert Rostron, Lawrence Rostron, George Sandars, Joseph Sandars, Thomas Sands, Leo Schuster, Thomas Sharp, Robert Chapman Sharp, James Simpson, Thomas Sladen, Leonard Slater, John Smith, Richard Smith, James Stansfeld, William Shorter Stell, William Stubs, John Swallow, Thomas Swallow, John Edward Taylor, Thomas Travers Taylor, Edward Tootal, Henry Tootal, Thomas Tootal, William Tootal, Thomas Townend, John Unsworth, Joseph Wagstaff, Edward Westhead, Joshua Procter Westhead, Christopher Wilson, James Withington, George Wood, James Wood, Peter Wood, Robert Woodall, John Ashton Yates,* and all other Persons and Corporations who have subscribed or 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 making and maintaining the said Railway and other the Works by this Act authorized, according to the Provisions and Restrictions herein-after mentioned, and for that Purpose shall be One Body Corporate, by the Name and Style of "The *Manchester* and *Leeds* 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 of the said Undertaking, without incurring any Penalties or Forfeitures, and shall also have and exercise such Powers and Authorities as are herein-after given or mentioned.

II. And

Rules for the Interpretation of this Act.

II. And be it further enacted, That where in this Act any Word shall be used importing the Singular Number or the Masculine Gender only, such Word shall be understood to include several Matters as well as one Matter, several Persons as well as one Person, and Females as well as Males; and where the Word "Lands" shall be used, the same shall be understood to include Mines, Tenements, and Hereditaments; and where the Word "Corporation" shall be used, the same shall be understood to mean any Body Politic, Corporate, or Collegiate, Civil or Ecclesiastical, Aggregate or Sole; 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.

Company empowered to make the Railway.

III. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to make and maintain a Railway, with all proper Works and Conveniences connected therewith, in the Line or Course, and upon, across, under, or over the Lands, delineated on the Plans and described in the Books of Reference deposited respectively with the Clerk of the Peace for the County Palatine of *Lancaster* and with the Clerk of the Peace of the West Riding of the County of *York* and with the Clerk of the Peace for the Borough of *Leeds*; (that is to say,) commencing at a certain Piece of vacant Ground near a Street or Road in the Township and Parish of *Manchester* in the said County Palatine of *Lancaster* called *Oldham Road*, and also lying near to a certain other Street leading from *Oldham Road* aforesaid called *Lees Street*, and lying between the said Streets and *Saint George*'s Church within the Township and Parish of *Manchester* in the County Palatine of *Lancaster*, and thence extending to or passing through or into the several Parishes, Townships, Hamlets, or Places of *Manchester*, *Prestwich* otherwise *Prestwich cum Oldham*, *Newton*, *Moston*, *Chadderton*, *Tonge*, *Middleton*, *Thornham* otherwise *Thurnham*, *Hopwood*, *Rochdale*, *Castleton*, *Hundersfield* otherwise *Honorsfield*, *Butterworth*, *Blatchinworth*, *Blatchinworth* and *Calderbrooke*, *Littleborough*, *Todmorden Walsden* otherwise *Todmorden* and *Walsden*, all in the County Palatine of *Lancaster*, or some of them, and also extending or passing to, through, or into the several Parishes, Townships, Hamlets, or Places of *Halifax*, *Todmorden*, *Langfield*, *Stansfield* otherwise *Stansfield cum Roustanstall* otherwise *Stansfield cum Blackshaw*, *Erringden*, *Heptonstall*, *Hebden Bridge*, *Mytholmroyd*, *Wadsworth*, *Midgley*, *Warley*, *Sowerby*, *Sowerby Bridge*, *Norland*, *Skircoat*, *Elland* otherwise *Elland cum Greetland*, *Hipperholme*, *Hipperholme with Brighouse*, *Brighouse*, *Rastrick* otherwise *Raistrick*, *Clifton*, *Hartshead* otherwise *Hartishead*, *Hartshead cum Clifton*, *Bradley*, *Huddersfield*, *Cooper Bridge*, *Kirkheaton*, *Mirfield*, *Hopton*, *Mirfield cum Hopton*, *Dewsbury*, *Thornhill*, *Thornhill Lees*, *Shitlington*, *Nether Shitlington* otherwise *Netherton*, *Over Shitlington* otherwise *Overton*, *Middle Shitlington* otherwise *Middlestown*, *Horbury*, *Crigglestone*, *Thornes*, *Alverthorpe with Thornes*, *Wakefield*, *Sandall Magna*, *Stanley*, *Stanley cum Wrenthorpe*, *Warmfield*, *Warmfield cum Heath*, *Woodhouse*, *Newland*, *Calverley Green*, *Normanton*, *Altofts*, *Methley*, *Mickle Town*, *Woodrow*, *Oulton*, *Oulton cum Woodlesford*, *Woodlesford*, *Rothwell*, *Knowsthorp* otherwise *Knostrop*, *Hunslet*, and *Leeds*, all in the West Riding of

of the County of *York*, or some of them, to and to terminate at or near the South Bank of the River *Aire* in or near a certain Stone Yard or Wharf in the Township and Parish of *Leeds* in the said West Riding of the County of *York*, the Property of *Joseph Henry Oates*, and of him and *Edward Oates* as Trustees for Mistress *Jane Borough*, in the Occupation of *David Casson*, and lying between the said River *Aire* and a certain Street or Lane in the said Township and Parish of *Leeds* called *Bowman Lane*.

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

IV. And whereas Maps or Plans and Sections, describing the Line of the said Railway, and the Lands in, through, under, or over, and upon which the same is intended to be carried or made, together with Books of Reference thereto containing Lists of the Names of the Owners and Occupiers or reputed Owners and Occupiers of such Lands, have been deposited with the Clerks of the Peace for the County Palatine of *Lancaster* and for the West Riding of the County of *York*, and with the Clerk of the Peace for the Borough of *Leeds* respectively; be it therefore further enacted, That the said Maps or Plans, Sections, and Books of Reference, so deposited, shall remain with and be kept by the said several Clerks of the Peace; 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 Maps or Plans, Sections, and Books of Reference respectively, paying to the Clerk of the Peace in whose Custody the Map or Plan, Section, or Book of Reference so inspected or referred to may be, for every Inspection the Sum of One Shilling, and for Copies of or Extracts from the said Books of Reference after the Rate of Sixpence for every One hundred Words; and the said Maps or Plans, Sections, and Books of Reference, or true Copies thereof, or of so much thereof respectively as shall relate to any Matter which may be in question, certified by any of the said Clerks of the Peace, and which they are hereby required to do, shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

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

V. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said Railway and other Works upon, in, over, or through the Lands delineated on the said Maps or Plans, although such Lands or any of them, or the Situation thereof respectively, or the Name of the Owners or of the Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in this Act or in the Schedule thereto, or in the said Books of Reference, if it shall appear to any Two or more Justices of the Peace for the said County Palatine of *Lancaster*, or for the West Riding of the County of *York*, or for the Borough of *Leeds*, (in case of a Dispute about the same,) and be certified by Writing under their Hands, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake; and the Certificate of the said Justices shall be deposited with and remain in the Custody of the Clerk of the Peace for the said County Palatine of *Lancaster*, or for the said West Riding, or for the said Borough of *Leeds*, as the Case may require.

VI. And

Limiting Deviations from Plan.

VI. And be it further enacted, That the said Company in making the said Railway and other Works by this Act authorized shall have full Power and Authority to deviate from the Line delineated on the Maps or Plans so deposited with the Clerks of the Peace as herein-before mentioned, with such Deviation in the Section as may be necessary in consequence thereof: Provided always, that no such Deviation shall extend to a greater Distance than One hundred Yards, and in passing through any Town such Deviation shall not extend to a greater Distance than Ten 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 the Name of such Person shall have been omitted by Mistake, and unless the Fact that such Omission proceeded from Mistake shall have been certified in manner herein-before provided for in Cases of unintentional Errors in the said Book of Reference.

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

VII. Provided also, and be it further enacted, That nothing herein contained shall authorize the said Company, or any Person acting under their Authority, to take, injure, or damage, for the Purposes of this Act, any House or other Building which was erected or built on or before the Thirtieth Day of *November* One thousand eight hundred and thirty-five, or any Ground 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 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 Consent in Writing of the Owner and Occupier thereof respectively, unless the Omission thereof in such Schedule shall have proceeded from Mistake, and unless it shall be so certified in manner herein-before provided for in Cases of unintentional Errors in the said Book of Reference.

Company not to take Lands on that Part of the Railway marked abandoned on the Plan.

VIII. Provided always, and be it enacted, That nothing in this Act contained shall authorize the said Company to purchase any Lands for or to make the Northern Line of Railway marked on the said Maps or Plans in the Townships of *Altofts* and *Stanley cum Wrenthorpe* in the said County of *York*, now marked abandoned on the Parliamentary Plan.

Railway not to cross Rochdale Canal more than Five Times.

IX. And be it further enacted, That nothing in this Act contained shall extend to authorize the said Railway Company to cross the Line of the Navigation of the *Rochdale* Canal, either under or over, more than Five Times in the whole, or at any other than the following Places, namely, once under near *Slattocks* in the Township of *Hopwood*, and Four Times over, namely, once near *Littleborough* in the Township of *Blatchinworth* and *Calder Brook*, once near *Hebden Bridge* in the Township of *Stansfield*, and twice at *Gauxholme*; or to make or form the said Railway nearer to the Line of the said Canal than Twenty Yards, to be measured from the outermost Edge (nearest to the said Canal) of the said Railway, or any Cutting or Embankment thereof to the said Canal or the Towing Path thereof, as the

For protecting the said Canal.

Case may be, except where the said Railway shall cross the said Canal as aforesaid, and except also at the following Places, namely, *Winterbut Lee*, *Lob Mill*, and *Wood Mill*, a Place near the West Entrance of the Summit Tunnel, or, as otherwise described, at the End of the new *Rochdale* Canal Basin near the *Punch Bowl* Lock, another Place in the said Tunnel, another Place at or near *Lane Bottom* Lock, and another Place at or near *Todmorden*; and that with respect to the said excepted Places the said Railway shall not come nearer to the said Canal, to be measured as aforesaid, than as follows; *videlicet*, at *Winterbut Lee*, *Lob Mill*, and *Wood Mill*, not nearer than Three Yards; at the Place described as near the West Entrance of the Summit Tunnel, or at the End of the new *Rochdale* Canal Basin near the *Punch Bowl* Lock, not nearer than the existing Wall of the said Basin, and in so doing the said Company are not to injure the said Basin, and are to be bound to make and leave Roads to the Wharfs at each Side of the said Basin, and if the said Roads shall be formed by means of Bridges, such Bridges are to be for ever kept in repair by the said Railway Company; and at the said Place in the Tunnel not to come within Twelve Feet of the Side of the Towing Path, to be measured in a horizontal Line, and the Top of the Arch of the Tunnel there to be at the Distance at least of Twenty-five Feet in Depth from the Bottom of the Canal; at the said other Place at or near *Lane Bottom* Lock, the Slope being One and a Half to One, may touch the Towing Path of the said Canal; and at the said Place at or near *Todmorden* the said Railway shall not come within Ten Yards of the said Canal; and nothing herein contained shall enable the said Railway Company to obstruct, stop up, remove, alter, divert, or impede any Water, Waterway, Feeder, By-wash, Road, Way, or Passage leading to, from, across, over, into, or out of the said Canal, or any Reservoir or other Works thereof, to the Injury of the Company of Proprietors thereof, nor in any Manner to alter, remove, disturb, or affect any of the Embankments of the said Canal (save only the said Crossings); nor shall any thing in this Act contained take away, diminish, alter, prejudice, or affect any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the *Rochdale* Canal, or authorize or empower the said Railway Company to alter the Line or Level of the said Canal or the Towing Paths thereof, or any Part or Parts thereof respectively, or to obstruct the Navigation of the said Canal or of any Part thereof, save by the said Crossings which are to be made as herein-after mentioned, or to interfere with or to injure or take or use any of the Lands, Wharfs, Roads, Towing Paths, or any of the Works belonging to the said *Rochdale* Canal Company (except at the said Crossings); and that it shall not be lawful for the said Railway Company, by the Exercise of any of the Powers, Privileges, or Authorities by this Act given to the said Railway Company, to take, use, damage, pass along, or interfere with any of the Locks, Side Ponds, Towing Paths, Bridges, Banks, or Feeders, or other Works of or belonging to the said *Rochdale* Canal Company, or any Part thereof, except as aforesaid, without the Consent of the said *Rochdale* Canal Company under their Common Seal first had and obtained.

X. And

Not to deviate at Crossings over the Rochdale Canal so as to injure its Works, &c.

X. And be it further enacted, That in making and forming the said Crossings of the said intended Railway over or under the said *Rochdale* Canal, the said Railway shall not deviate from the Site of such Crossings as laid down in the Plan deposited with the Clerks of the Peace of the County of *Lancaster* and the West Riding of the County of *York* so as to prejudice or injure any of the Locks or other Works of the said Canal; and if in making any of the said Bridges the Capacity of any Pool shall be contracted, a like Quantity of Space shall be laid to the said Pool in some other Situation, by and at the Expence of the said Railway Company.

Regulating the Bridges and Tunnels over or under the Rochdale Canal, and the Repairs thereof.

XI. And be it further enacted, That the said Railway Company shall, at their own Expence, erect, build, make, and construct, in a proper Manner, and to the Satisfaction of the Engineer for the Time being of the said *Rochdale* Canal Company, a good, firm, and substantial Tunnel or Tunnels, Bridge or Bridges, under or over the said Canal, as the Case may be, at the Places aforesaid where the said Railway is intended to cross the same, with proper Approaches thereto, through which Tunnel or Tunnels or over which Bridge or Bridges the said Railway shall be carried; and the said Tunnel or Tunnels shall be built, made, and constructed so and in such Manner as to prevent Leakage from the said Canal, and if the same shall be of Brick or Stone then there shall be at least Three Feet of Puddling above the Arch of such Tunnel or Tunnels and below the Water of the Canal; and the said Bridge or Bridges shall be erected, built, and constructed of Brick, Stone, or Iron, and shall not be of greater Width than Fifty Feet; and the Opening or Space of the Arch or Arches of the Bridges erected at the Westerly End of *Gauxholme* and at *Hebden Bridge* shall not be less than Thirty-nine Feet between the Walls or Abutments thereof, and of all other Bridge or Bridges shall not be less than Forty Feet between the Walls or Abutments thereof; and the Spring of the Arches of all the Bridges shall commence at a Point not being less than Nine Feet above the Surface of the Water, according to the High-water Level thereof, and the Underside of the Crown of such Arch or Arches shall be at least Twelve Feet from the same Water Level; and the said Railway Company shall, at all Times for ever after such Tunnel or Tunnels, Bridge or Bridges shall be erected, built, and made, keep the same, and any future Tunnel or Tunnels, Bridge or Bridges to be erected in lieu thereof, and which shall be of the like Dimensions, Capacity, and Materials as are herein-before mentioned, in good and complete Repair; and in case of any Want of Repair thereto respectively, and Notice thereof being given by the principal Agent of the said *Rochdale* Canal Company to the said Railway Company, their Agent or Clerk, if the said Railway Company shall not, for the Space of Six Days after such Notice, commence such Repairs, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said *Rochdale* Canal Company from Time to Time to make all such Repairs thereto as they may think necessary; and all Expences thereof shall be repaid by the said Railway Company to the said *Rochdale* Canal Company upon Demand; and in default of such Payment the said *Rochdale* Canal Company shall and may sue for and recover the same against the said Railway Company

Company by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Authorizing Company to contract Canal during the building of Bridges.

XII. Provided always, and be it further enacted, That the said Company shall be at liberty and they are hereby authorized, during the Progress of constructing each such Bridge over the said Canal and of the necessary Repairs or Renewal thereof, from Time to Time to contract temporarily the Waterway of the said Canal, but so nevertheless that they shall be obliged to leave an open and uninterrupted navigable Waterway in the said Canal of not less than Sixteen Feet Width during the Time of constructing and putting in each of the Foundations of the said Bridges, together with a sufficient Towing Path along the same, and which Time shall not exceed Ten Days, nor shall there be less than Twenty-five Feet for the said Waterway and Five Feet for the said Towing Path left during the Remainder of the Period of constructing or repairing or renewing each such Bridge.

Railway Company to make Culverts, &c. over Feeders, By-washes, &c.

XIII. And be it further enacted, That the said Railway Company shall and they are hereby required, at their own Expence, to make such Arches, Tunnels, Culverts, Watercourses, Drains, or other Passages over, under, or by the Side of the said Railway, of such Breadth, Depth, and Dimensions as shall be sufficient at all Times to convey the Water into, out of, or from the said *Rochdale* Canal, or any Reservoirs, Feeders, By-washes, or other Watercourses thereof, the same to be made to the Satisfaction of the Engineer for the Time being of the said *Rochdale* Canal Company; and in case of any Dispute as to the Number thereof, the same to be determined by the Order of any Two or more of His Majesty's Justices of the Peace for the said County Palatine of *Lancaster* or for the West Riding of the said County of *York*, which Order the said Justices are hereby empowered at their Discretion to make; and all such Arches, Tunnels, Culverts, Watercourses, Drains, and other Passages, shall from Time to Time be supported, maintained, cleansed, and kept in sufficient Repair by and at the Expence of the said Railway Company; and if at any Time after Six Days Notice in Writing shall have been given by the principal Agent of the said *Rochdale* Canal Company to the Clerk of the said Railway Company that the said Arches, Tunnels, Drains, Watercourses, or other Passages, or any of them, are not made, or being made are not cleansed, maintained, and repaired as aforesaid, it shall be lawful for the said *Rochdale* Canal Company from Time to Time to make or repair the same, and all the Expences thereof shall be repaid by the said Railway Company to the said *Rochdale* Canal Company upon Demand, who, in default of such Payment, may recover the same from the said Railway Company by Action of Debt or on the Case in any of the said Courts of Record at *Westminster*.

Railway Company to make a Side Canal previously to commencing

XIV. And be it further enacted, That previously to the said Railway Company commencing the Formation of any Tunnel or Tunnels under the said *Rochdale* Canal at *Slattocks* aforesaid, or elsewhere, the said Railway Company shall and they are hereby required, at their own Costs and Charges, to make, cut, and form a Branch or Side

Canal, for the Use of the said *Rochdale* Canal Company until such Tunnel or Tunnels shall be completed, of the Depth of Five Feet, and of sufficient Width to allow Two loaded Vessels to pass each other in any Part of the same, and in such Situation or Situations as shall be required by the said *Rochdale* Canal Company; the same to be made, cut, and formed with a proper and sufficient Towing Path, and other Works and Conveniences, to the Satisfaction of the Engineer for the Time being of the said Company of Proprietors, and to be at all Times during the Continuance thereof maintained and kept in good Order, Repair, and Condition by and at the Costs and Expences of the said Railway Company; and in case of any Want of Repair thereto, and Notice thereof being given by the principal Agent of the said *Rochdale* Canal Company to the Clerk of the said Railway Company, if the said Railway Company shall not for the Space of Six Days after such Notice commence such Repairs, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said *Rochdale* Canal Company from Time to Time to make all such Repairs thereto as they may think necessary, and to recover the Expences thereby incurred from the said Railway Company, in such and the same Manner as is hereinbefore provided with respect to the Expences attending the Repairs to be done or performed by the said *Rochdale* Canal Company to the said Tunnels, Bridges, and Culverts.

any Tunnel under the Rochdale Canal.

XV. And be it further enacted, That when and so soon as any such Tunnel or Tunnels shall be completed the said Railway Company shall at their own Costs and Charges restore and make good the original Line of the said Canal of the Width of not less than Forty-four Feet, including the Towing Path, and with perpendicular Walls at each Side thereof, and remove and fill up the said Side or Branch Canal or Canals, so as that the said *Rochdale* Canal and the Towing Path and Works thereof may remain as near as may be in their present State.

When Tunnel is completed the Company to make good the original Line of Canal.

XVI. And be it further enacted, That if by or in execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works, or of any Tunnel or Tunnels, Bridge or Bridges, Culvert or Culverts, over, under, or near to the said *Rochdale* Canal or the Works thereof, or of any of the Slopes, Banks, or Walls of the said Railway near the said Canal, or from any other Reason connected with the Formation of the said Railway, it should happen that the said *Rochdale* Canal or the Towing Path thereof shall be so obstructed that Boats, Barges, or other Vessels navigating or using the said Canal shall not be able to pass along the same, or in case the navigable Waterway and Towing Path thereof, or the Space under the Bridge or Bridges aforesaid, or any of them, shall at any Time be contracted to a less Width or Height than the same now are, or as herein-before prescribed, then and in any such Case the said Railway Company shall pay to the said *Rochdale* Canal Company, as or by way of ascertained Damages, the Sum of Ten Pounds for every Hour during which any such Impediment shall continue; and in default of Payment of the said Sum or Sums, as the Case may be, on Demand made on the Treasurer

Penalties for Stoppage of Rochdale Canal.

surer or any Officer of the said Railway Company, the said *Rochdale* Canal Company may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster:* Provided always, that nothing herein contained shall authorize and empower the said Railway Company to obstruct, impede, or interfere with the navigable Waterway or Towing Path of the said *Rochdale* Canal, at any Time or in any Manner, without giving to the said *Rochdale* Canal Company, or their Clerk or Agent, Fourteen Days Notice of the Intention of the said Railway Company so to obstruct, impede, or interfere with the same; and provided also, that nothing herein contained shall extend to prevent the said *Rochdale* Canal Company from recovering against the said Railway Company any special Damage that may be sustained by them on account of the Acts or Defaults of the said Railway Company, in respect of which the said Penalties are imposed, beyond the Amount of such Penalty or Penalties, and they are hereby authorized to sue for and recover such special Damage accordingly; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the said Railway Company, and any Action for special Damage shall be brought as above mentioned, then the said Penalty or Penalties so paid shall be deemed and considered as Payments on account of such special Damage, and Credit shall be given by the Court before whom such Action shall be tried for any Sum or Sums of Money so paid by the said Railway Company, and the same shall be deducted from the Amount of Damages to be recovered by the said *Rochdale* Canal Company; and in case the Amount of Damages recovered shall not exceed the Sum or Sums so paid, then and in such Case Judgment shall be given for the said Railway Company; and no Action shall be maintainable by the said *Rochdale* Canal Company against the said Railway Company for the Recovery of any Penalty or Penalties after Judgment shall have been obtained by them for any special Damage in respect of the Act or Acts for which such Penalty or Penalties would have been recoverable.

Railway Company to erect Lock-houses in lieu of any taken by them.

XVII. And be it further enacted, That if the said Railway Company shall take down, use, or injure any of the Lock-houses or other similar Works of the said *Rochdale* Canal Company, then and in every such Case the said Railway Company shall at their own Expence erect, build, and construct, to the Satisfaction of the Engineer for the Time being of the said *Rochdale* Canal Company, other Lock-houses or Works of a similar Description, and equally as good and in such Situations as may be required by the said Canal Company, in lieu and stead of those so taken down, used, or injured; and in case the said Railway Company shall, for the Space of Fourteen Days next after the said Lock-houses and other Works shall be so taken down, used, or injured, neglect to commence a new Building or Work, or new Buildings or Works, in lieu thereof, or shall have commenced the same and shall for the like Space of Fourteen Days neglect to proceed with the same until the same respectively shall be completed to the Satisfaction aforesaid, it shall be lawful for the said Canal Company to erect, build, and make, or complete any

Lock-house or Lock-houses, or other similar Works, in lieu of those so taken down, used, or injured as aforesaid, and to recover the Costs and Expences thereby incurred from the said Railway Company, in default of Payment upon Demand thereof, by Action of Debt or on the Case in any of the said Courts.

Railway Company to erect Fences near Rochdale Canal.

XVIII. And be it further enacted, That the said Railway Company shall and they are hereby required at their own Costs and Charges to erect, make, and construct, before the said Railway shall be opened or used, a good and sufficient Fence of Brick, Stone, or Iron, and of the Height of not less than Five Feet, and to the Satisfaction of the Engineer for the Time being of the said *Rochdale* Canal Company, at all Places where the said Railway shall approach the said Canal within the Distance of Twenty Yards, such Fence to be erected immediately adjoining the Towing Path of the said Canal where the said Railway shall be carried below the Surface of the Earth, and to be erected upon the Edge of the said Railway where the same shall be carried upon an Embankment, Bridge, or Viaduct, and at all Times after such Fences shall be erected maintain and keep the same in good Order, Repair, and Condition; and in case the said Railway Company shall at any Time neglect or refuse to erect or repair any such Fence or Fences it shall be lawful for the said *Rochdale* Canal Company to erect and repair the same, and the Expences thereof shall be paid by the said Railway Company to the said *Rochdale* Canal Company, and in default of Payment may be recovered by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Providing for general Injury to Rochdale Canal.

XIX. And be it further enacted, That in case the said *Rochdale* Canal, or any of the Works or Property thereto belonging, shall at any Time hereafter, by or in the Execution of any of the Works by this Act authorized to be made, sustain any Injury whatsoever not herein-before provided for, and the said *Rochdale* Canal Company shall in consequence thereof be put to or incur any Costs, Charges, or Expences in or about the repairing or reinstating the said *Rochdale* Canal, or any of the Works or Property thereof, which shall sustain any such Injury as aforesaid, then and in every such Case the Costs, Charges, or Expences so as aforesaid incurred shall be repaid by the said Railway Company to the said *Rochdale* Canal Company on Demand, and in default of such Payment the same may be recovered from the said Railway Company by Action of Debt or on the Case in any of the said Courts.

Not to interfere with the Calder and Hebble Navigation.

XX. And be it further enacted, That nothing in this Act contained shall take away, diminish, alter, lessen, prejudice, or affect any of the Rights, Privileges, Powers, or Authorities of the Company of Proprietors of the *Calder* and *Hebble* Navigation in the West Riding of the County of *York*, or authorize or empower the said Railway Company to alter the Line or Level of the said Navigation or the Towing Paths thereof, or to divert any of the Waters therein, or any other Waters which now supply or may be taken for the Use of the said Navigation, unless the same last-mentioned Waters be taken in such a Course as not to injure or prejudice the said Navigation,

Navigation, or to injure or interfere with the Wharfs or any of the Works of the said Navigation Company, otherwise than is herein-after specifically provided for; and it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway as delineated and described in the Maps, Plans, or Sections deposited with the Clerks of the Peace for the several Counties through which the said Railway is intended to pass, by which Deviation the said Navigation, or any of the Locks, Side Ponds, Towing Paths, Bridges, Weirs, Banks, Wharfs, or Feeders, or any other Works of or belonging to the said *Calder* and *Hebble* Navigation Company, or any Part thereof, shall be taken, used, damaged, or interfered with, except as herein-after provided for, without the Consent of the said Company of Proprietors of the said *Calder* and *Hebble* Navigation under their Common Seal first had and obtained.

Anchor Pit Dam.

XXI. And be it further enacted, That nothing in this Act contained shall authorize or empower the said Railway Company to construct the said Railway or any other Works nearer to that Part of the *Calder* and *Hebble* Navigation which is known by the Name of *Anchor Pit Dam*, in the Township of *Rastrick*, and *Kirklees Cut* adjoining thereto, than Forty Yards.

Horbury Bridge, &c.

XXII. And be it further enacted, That nothing in this Act contained shall authorize the said Railway Company to construct the said Railway or any other Works nearer to the South Foot of the County Bridge crossing the River *Calder* at and known by the Name of *Horbury Bridge*, in the said West Riding, than One hundred Yards; and that the said Railway Company shall and they are hereby required to make at their own Expence, and for ever thereafter to maintain and keep in perfect Repair, Three Openings at the least in the Embankment of the said Railway of the Width of Seventeen Feet at the least and of the Height of Twelve Feet for the Coal Tramroads at present or hereafter to be made and executed on the Estate of *George Lane Fox* Esquire, at or near *Horbury Bridge* aforesaid, to communicate with the *Calder* and *Hebble* Navigation, independently of the Opening for the *Austerland* and *Wakefield* Turnpike Road at or near *Horbury Bridge* aforesaid, and such Openings shall be made, without affecting the Level of the said Railway, in such Parts of the said Embankment in the Land of the said *George Lane Fox*, situate on the West Side of the said Turnpike Road, as he or his Agent shall point out.

Thornes Cut.

XXIII. And be it further enacted, That nothing in this Act contained shall authorize the said Railway Company to construct the said Railway or any other Works nearer to the Canal belonging to the said *Calder* and *Hebble* Navigation Company known by the Name of the *Thornes Cut*, in the Townships of *Alverthorpe cum Thornes* and *Horbury*, or either of them, in the said West Riding, than Fifty Yards, unless such Works shall be executed without interfering with or in any Manner coming upon the said Canal called *Thornes Cut*, or the Towing Paths thereof, or any Part thereof.

XXIV. And

Road from Kirkheaton to Batty Mill.

XXIV. And be it further enacted, That in carrying the said Railway over the Road leading from *Kirkheaton* to *Batty Mill* in the said West Riding the said Railway Company shall and are hereby required to construct any Bridge which may cross the said Road at such an Elevation as shall leave at the least Sixteen Feet Headway under the Arch of the said Bridge: Provided also, that the said Road shall not be contracted in Width, but shall remain and continue of the same Width as it at present is.

Roads to Wharfs, &c.

XXV. And be it further enacted, That in case the said Railway Company shall, in the Execution of their Works under this Act, obstruct or otherwise interfere with the free Use and Right of Passage as now enjoyed in going to or returning from the several Wharfs at or adjoining upon *Tag Cut*, *Lillands Dam*, *Calder* Iron Works, *Thornhill Lees Cut*, and any other Wharfs belonging to or Ways communicating with the said Navigation, the said Railway Company shall at their Cost and Expence, and to the Satisfaction of the Company of Proprietors of the *Calder* and *Hebble* Navigation or their principal Engineer for the Time being, forthwith restore and reinstate the Road or Way so obstructed or interfered with, or make a good and sufficient Road or Way of similar Width to the one so obstructed or interfered with: Provided always, that the Inclination of the Road or Way so restored and reinstated, or of the one made in lieu thereof, shall not be greater than the Inclination of the Road or Way so obstructed or interfered with; or if that cannot be accomplished, then that the same shall be made to the Satisfaction of the principal Engineer for the Time being of the said Navigation and the Engineer of the said Railway Company; and if they cannot agree, then the same shall be made to the Satisfaction of such Third Engineer as the Two first-mentioned Engineers shall nominate and appoint.

Greenwood Lock Tail.

XXVI. And be it further enacted, That nothing in this Act contained shall authorize the said Railway Company to divert or otherwise interfere with the River *Calder* near to the *Calder* Iron Works, or in *Greenwood's Mill Dam*, in the Township of *Hopton* in the said West Riding, or to construct the said Railway or any other Works nearer to that Part of the said River *Calder* which is called *Greenwood's Mill Dam* than Ten Yards, unless such Works shall be executed without interfering with the Current of the said River, or preventing the same from effectually cleaning as it now does the Tail of *Greenwood Lock* communicating with the said River near to the *Calder* Iron Works aforesaid.

Openings to be made in Embankments, &c.

XXVII. And be it further enacted, That during the Execution of the Works hereby authorized to be made the said Railway Company shall make, at such Places as the *Calder* and *Hebble* Navigation Company may require by Notic e in Writing signed by the Clerk of the said Company, Opening s and Culverts in the Embankments of and Bridges over the said Railway; provided that the said Navigation Company shall bear and pay to the said Railway Company, on Demand, the Expences attending the Mason-work of the Arch for any Opening or Culvert they may so require, and the entire Expence of every such Bridge over

over the said Railway: Provided always, that no such Openings or Culverts shall interfere with the Levels of the said Railway, nor shall the Soffit of the Arch of any such Bridge be of less Height from the Level of the said Railway than Sixteen Feet, nor the Spring of the Arch be less than Thirteen Feet, nor shall the Span of such Arch be less than Thirty Feet.

Bridge over Long Lees Cut and Elland Cut and the Cut at Horbury Bridge to be constructed of the greatest practicable Height and Span.

XXVIII. And be it further enacted, That in carrying the said Railway over *Long Lees Cut* and *Elland Cut*, forming Part of the said *Calder* and *Hebble* Navigation, and over a Cut intended to be made by the said Navigation Company below *Horbury Bridge*, the said Railway Company shall and they are hereby required at their own Costs and Expences to make, and at all Times for ever thereafter maintain and keep in perfect Repair, good and substantial Bridges over the said Navigation and the Towing Paths thereof, with proper Approaches to each of such Bridges; and the Soffit of the Arch of each such Bridge shall be constructed at the greatest Height, and the Arch of the greatest Span, not exceeding Seventy Feet measured at Right Angles with the Canal, which the Level of the said Railway will admit of; and the said Bridges shall be constructed in such Manner as shall be agreed by the Engineer of the said Railway Company and the Engineer of the said *Calder* and *Hebble* Navigation Company, and in case they should differ respecting the same, in such Manner as an Umpire (being an Engineer) to be appointed by them shall appoint and direct: Provided always, that the Soffit of the Arch of any such Bridge shall in no Case be less than Sixteen Feet above the ordinary Top-water Level of the said Canal.

Prescribing Manner of continuing Bridges over the River Part of the Calder and Hebble Navigation.

XXIX. And be it further enacted, That in carrying the said Railway over the navigable Parts of the River *Calder* at *Cooper's Bridge Dam* and *West Mill Dam* the said Railway Company shall and they are hereby required at their own Cost and Expence to make, and at all Times for ever thereafter maintain and keep in perfect Repair, good and substantial Bridges over the said Navigation at the Places last mentioned, and the Towing Paths thereof, with proper Approaches to each such Bridge; and the Soffit of the Arch of each such Bridge shall be constructed at the greatest Height, and the Arch with the greatest Span, which the Level and Safety of the said Railway will admit, and in such Manner as shall be agreed by the Engineer of the said Railway Company and the Engineer of the *Calder* and *Hebble* Navigation, and in case they should differ respecting the same, in such Manner as an Umpire, being an Engineer, to be appointed by them, shall order and direct: Provided always, that in no Case shall the Soffit of the Arch of any such Bridge be less than Eighteen Feet above the Water Level of the Crown of the first Dam immediately below the said Bridge where such Crossing is required; and if by the Construction of any such Bridge the present Towing Path shall be separated by any Pier or otherwise from the most navigable Part of such River, then and in every such Case the said Railway Company shall and they are hereby required to provide and make a good and sufficient Towing Path under the Directions of such Engineers or Umpire as aforesaid, and fence in the same, and make the necessary Communication and Approaches thereto, so as to secure an

uninterrupted and continuous Towing Path adjoining to the most navigable Part of the said River in the Place of the one so separated as aforesaid.

No Obstruction to be made to Calder and Hebble Navigation during the building or repairing Bridges over the same.

XXX. And be it further enacted, That during the Erection of the said Bridges, or during the Execution of any Works authorized or required to be made by the said Railway Company for the said *Calder* and *Hebble* Navigation Company, and at all future Times during any Repairs thereof, no Obstruction shall be occasioned to the said Navigation, or to the Boats or Barges passing along the same, or to the towing Horses drawing such Boats or Barges, but that at all Times during such Erection or Repairs a Waterway of not less than Thirty Feet, a Towing Path of not less than Six Feet, and a clear Height sufficient for Boats to pass along, shall be left for the Navigation; and that the said Bridges, other Works and Repairs, shall be constructed and made to the Satisfaction of the principal Engineer for the Time being of the said Company of Proprietors of the *Calder* and *Hebble* Navigation.

Penalty on Company obstructing Calder and Hebble Navigation.

XXXI. And be it further enacted, That if by reason or in execution of any of the Works by this Act authorized or required to be made, or by reason of the bad State of Repair of any such Works or of any of the said Bridges, or if by any Act or Omission of the said Railway Company, or any of their Agents, Servants, or Workmen, the said *Calder* and *Hebble* Navigation or the Towing Paths thereof shall be so obstructed as that Boats, Barges, or other Vessels navigating or using the same cannot pass, or shall be impeded in the Passage along the same, or in case the Space under the said Bridges shall at any Time be contracted so as to be less in Width or Height than is herein-before prescribed, then and in any of the said Cases the said Railway Company shall pay to the said Company of Proprietors of the *Calder* and *Hebble* Navigation, as or by way of ascertained Damages, the Sum of Five Pounds for every Half Hour during which the said Obstruction shall continue on the said Navigation: Provided always, that if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of the Persons in the Employ of the said Railway Company, then and in every such Case the said Railway Company shall pay to the said Company of Proprietors of the said *Calder* and *Hebble* Navigation the Sum of Ten Pounds for every Half Hour during which such Obstruction shall continue, as or by way of ascertained Damages; and in default of Payment of such respective Sums or such Proportion thereof as shall become due, on Demand made of the Treasurer or any Officer of the said Railway Company, the said Company of Proprietors of the *Calder* and *Hebble* Navigation may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*; and in case the said Bridges over the said *Calder* and *Hebble* Navigation or any Part thereof, or the Approaches, Sides, Slopes, or Banks of the said Railway next the said Canal, or any of them, or any Part thereof respectively, shall not be kept in good and substantial Repair, and if the said Railway Company shall not, within Three Days after Notice

Notice in Writing of such Want of Repairs given to their Clerk by the Clerk or principal Engineer of the said Canal Company, proceed to make and complete with all reasonable Despatch the Repairs so required, or in case of any pressing Emergency, then it shall be lawful for the said Company of Proprietors of the said *Calder* and *Hebble* Navigation to do the needful Repairs, and to recover the Amount of the Expences from the said Railway Company by Action of Debt or on the Case, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*.

Compensation to Undertakers of Aire and Calder Navigation.

XXXII. And whereas by a certain Act passed in the Tenth and Eleventh Years of King *William* the Third, and by a certain other Act passed in the Fourteenth Year of King *George* the Third, and by Two other Acts respectively passed in the First and Ninth Years of the Reign of His late Majesty King *George* the Fourth, the Navigation of the Rivers *Aire* and *Calder* in the said County of *York*, over and near to which the said Railway is intended to pass, are and now stand vested in certain Persons called the Undertakers of the Navigation of the Rivers *Aire* and *Calder* in the West Riding of the County of *York*, their Heirs and Assigns, who are by the said several Acts, or some or one of them, authorized and empowered to make and keep the said Rivers navigable, portable, and passable for Barges, Boats, Lighters, and other Vessels, up to the Towns of *Leeds* and *Wakefield* therein mentioned, and for that Purpose to cleanse, scour, open, enlarge, or straighten the said Rivers or either of them, and to make new Cuts or Passages for the Waters thereof in or through the Lands contiguous thereto, and who are also by the said Two last-mentioned Acts further authorized and empowered to make and execute certain other navigable Cuts or Canals or new Channels for the said Rivers, and other Works and Conveniences, for the greater Facility of the Trade of the said Navigation: And whereas amongst other Things the said Undertakers are authorized and empowered to restore the Navigation of the said River *Aire* into its ancient Channel round the Tail Goit of certain Mills called the *Hunslet Mills*, situate in the Township of *Hunslet*, and also (with the Consent of the Land Owners in the Line thereof) to purchase the Land necessary for and to make and execute a certain navigable Cut or Canal from and out of a certain Cut belonging to the said Navigation called the *Leeds Cut*, in the Township and Parish of *Leeds*, to join and communicate with another Cut or Canal belonging to the said Navigation called the *Thwaite Cut*, in the Township and Parish of *Rothwell* in the said County, and also with the like Consent to make certain additional Basins, Wharfs, and other Works at or near the Head of the said Navigation, with proper Cuts and Conveniences; but the making and executing of the said intended Railway in the Line or Course hereby authorized will render it impracticable either to restore the said Navigation into its ancient Course as aforesaid, or to make the said navigable Cut or Canal, or the said additional Basins and Wharfs, Cuts, Works, and Conveniences: And whereas the said Undertakers are the Owners of certain Lands, Wharfs, and Premises in or near to the Line of the said ancient Course of the said River, and of the said intended Cut or Canal, and Part Owners of other Lands and Wharfs in or near the Line or Course thereof respectively, and a Trade is now

now carried on at the said Navigation with the adjacent Towns of *Hunslet* and *Holbeck*, and at other Places near to the said ancient Course of the said River *Aire*, and in the Line of the said intended Cut or Canal, and it is expedient that proper Compensation should be made to the said Undertakers by the said Company hereby incorporated, and to provide against any unnecessary Obstruction being occasioned by the said Railway, either in its Execution or Use, to the free Navigation of the said Rivers, Cuts, and Canals, or to the free Exercise of the Powers and Authorities touching the same so vested in or granted to the said Undertakers, their Heirs and Assigns as aforesaid; be it therefore enacted, That the said Company hereby incorporated shall and they are hereby directed and required within Three Years after the passing of this Act to make full Compensation, Satisfaction, and Recompence to the said Undertakers and other Owners, their Heirs or Assigns, for all Loss, Damage, or Injury, of what Nature or Kind soever, which they the said Undertakers or other Owners shall or may sustain from the Incapacity or Inability of the said Undertakers to restore the said Navigation into its ancient Course near *Hunslet Mills* as aforesaid, or to make or execute the said intended Cut or Canal, or the said additional Basins, Wharfs, and other Works and Conveniences as aforesaid, or from any Diminution in the Value of their said Lands, Wharfs, and Premises arising from such Inability to restore the said Navigation, or to make the said Cut or Canal, Basins, Wharfs, Works, and other Conveniences as aforesaid, or from any Obstruction of or Impediment to the present Access to the Navigation generally, and to the Wharfs, Mills, Lands, and Premises of the said Undertakers or other Owners, and also to pay to the said Undertakers and other Owners, their Heirs or Assigns, all and every such Sum or Sums of Money as they shall expend or be put unto for their reasonable Costs, Charges, and Expences of obtaining and ascertaining the Amount of such Compensation, Satisfaction, and Recompence as aforesaid, in case of Difference or Dispute about the same; and the said Railway Company are hereby directed and required, within Three Months next after such Compensation, Satisfaction, and Recompence shall have been ascertained and determined in manner by this Act directed, to pay or cause to be paid to the said Undertakers and other Owners such Sum or Sums of Money as shall have been ascertained and determined to be justly due and payable to them as such Satisfaction, Compensation, and Recompence as aforesaid, together with all such reasonable Costs and Expences as shall or may have been incurred by the said Undertakers or other Owners in or about the obtaining and ascertaining the same as aforesaid.

Company not to make Railway across Tail Goit at Hunslet Mills until they shall have paid the Compensation Money.

XXXIII. Provided always, and be it further enacted, That it shall not be lawful for the said Railway Company to begin to construct that Part of the said Railway which is intended to intersect or cross the said Tail Goit of *Hunslet Mills*, or the River *Aire* near thereto, until they shall have paid or caused to be paid to the said Undertakers and other Owners such Compensation, Satisfaction, and Recompence as aforesaid: Provided also, that nothing herein contained shall extend to prevent the said Undertakers or other Owners from claiming and obtaining Compensation, Satisfaction, and Recompence for all such other

other Lands, Tenements, Hereditaments, and Premises of or belonging to the said Undertakers or other Owners, as the said Railway Company may require to take or use for the Purpose of the said Railway, or may damage or injure in the Execution thereof.

For Protection of the said Rivers, Cuts, and Canals in crossing the same.

XXXIV. And whereas the said Railway is intended to be carried over the said River *Calder* at or near to a certain Place called *Broad Reach*, in the Township of *Stanley cum Wrenthorpe*, Three several Times, and again to cross the said River near to a certain Place called *Faries Hill*, in the Township of *Altofts* in the County of *York*, and also over a certain navigable Cut or Canal lately excavated or made by the said Undertakers at or near to *Faries Hill* aforesaid, and also over the Line of a certain other projected Cut or new Channel for the said River *Calder* at or near a certain other Place called *Woodnook*, in the Township of *Methley*, to the North of the said River, and to be carried over the said River *Aire* at or near to certain Mills called the *Knostrop* or *New Mills*, and again over the said River *Aire* at or near certain other Mills called the *Hunslet Mills*, both in the Township of *Hunslet* in the said County of *York*, and also to approach and run nearly parallel with the said River *Calder*, and a certain Cut and Locks at *Kirkthorpe*, and also with the said River *Aire*, and with divers others of the said Cuts or Canals, through the several Townships of *Oulton*, *Woodlesford*, *Rothwell*, and *Hunslet*, and to terminate near to the said River *Aire* at *Leeds*; and it is expedient to make further Provision respecting the Manner in which the said Railway shall cross the same several Rivers, Cuts, or Canals, and projected Cut or new Channel, and to provide for the free Passage of Water in and to the said Rivers, Cuts, or Canals, or into and through any Branches thereof respectively, and for the free Access to and along the said Rivers, Cuts, and Canals, for the Trade and Merchandize thereof; be it therefore further enacted, That in carrying the said Railway over the said River *Calder* at the said Three several Places near *Broad Reach*, and again at *Faries Hill* aforesaid, the said Company hereby incorporated shall and they are hereby required at their own Expence, under the Inspection of the Engineer of the said Undertaking for the Time being, and according to Plans to be submitted to and approved by the respective Engineers of the said Undertakers and of the said Railway Company, or their Umpire, to make and execute at each of such Crossings a good and substantial Bridge of Stone, Brick, or Iron, of Three Arches, over the said River *Calder* and the Towing Paths thereof respectively, with proper Approaches thereto, with perpendicular Foundation Walls to such Bridges, and without any Projections under Water, the respective Towing Paths whereof shall not be less than Eight Feet in Width, and shall be carried under such of the Arches of such respective Bridges as the Engineer of the said Undertakers shall direct, and the Breast Wall of which Towing Paths shall be built perpendicularly from the Foundation thereof, the Underside of the Opening at the Key-stone of each of the Arches of such several Bridges not being less than Thirty Feet in Height above the ordinary Surface Water Level of the said River at the respective Places where such Bridges shall be so erected, and the Opening or Span of each Arch of such Bridges not being less than Fifty Feet,

and

and so as that the Three Arches of each of such Bridges shall extend over and include the entire Width of the said River and of the Towing Path thereto belonging at the respective Places where such Bridges shall be so erected; and in carrying the said Railway over the said Cut or Canal at *Faries Hill* aforesaid the said Company hereby incorporated shall and they are hereby also required at their own Expence to erect and build a good and substantial Bridge of Stone, Brick, or Iron, of One Arch, over the said Cut or Canal and the Towing Paths thereof, with proper Approaches thereto, and with perpendicular Foundation Walls to such Bridge, without any Projections under Water, the Width of the Towing Path on each Side whereof shall not be less than Ten Feet, and the Breast Walls of which Towing Path shall be built perpendicularly from the Foundations thereof respectively, the Underside of the Opening at the Key-stone of the Arch of such last-mentioned Bridge not being less than Thirty Feet in Height above the Surface Water Level of the said Cut or Canal where such last-mentioned Bridge shall be constructed, and the Opening or Span of the Arch of such last-mentioned Bridge being such as to extend over and include the entire Width of the present Waterway of the said Cut or Canal and of such Towing Paths on each Side thereof as aforesaid; and the Space between the Piers of the Arches of such respective Bridges (except so much thereof respectively as shall be occupied by the respective Towing Paths of such Bridges) shall, after the said Bridges shall have been completed, be cleared out by the said Company to the Depth of Eight Feet below the ordinary Surface Water under the same respectively, and from Time to Time and at all Times hereafter, except during the necessary Repairs of such Bridges or the Erection of any future Bridges, be kept and preserved open uninterrupted navigable Waterways.

Company to erect a Bridge over new Cut at Woodnook.

XXXV. And be it further enacted, That in case the said intended new Cut or Channel for the said River *Calder* at or near to *Woodnook* aforesaid shall be made or excavated or set out before the Execution of the Part of the said intended Railway which crosses the Line thereof, the said Company hereby incorporated shall and they are hereby required at their own Expence to make a good and substantial Bridge of Stone, Brick, or Iron over such new Cut or Channel, or the Line or Course thereof, so to be set out as aforesaid, and the Towing Path or a Space for a Towing Path thereto, with proper Approaches, of such Height and Dimensions and in such and the same Manner as is herein-before provided for the Bridge to be erected over the said River *Calder* at *Faries Hill* aforesaid; but in the event of the said new Cut or Channel not being made or set out before the Execution of that Part of the Line of the said Railway, but being at any Time thereafter required by the said Undertakers to be made or set out, then the said Company hereby incorporated shall and they are hereby required, at the Expence of the said Undertakers, within Fifty Days after the said Undertakers or their Engineer shall have set out the Line or Course of the said new Cut or Channel, and shall have given to the said Company hereby incorporated Notice thereof in Writing, to cause a sufficient Opening to be made in the Line of the said Railway and the Embankment thereof

thereof at the Place required for such new Cut or Channel, and shall at the like Expence clear away and remove the Soil thereof to a Level with the Surface of the Ground, or otherwise enable the said Undertakers to excavate or tunnel under the same; and when and so soon as the said Undertakers shall have excavated the same to a sufficient Depth for the Purpose of the said new Cut or Channel, and a Towing Path thereto, which they are hereby required to do with all reasonable Expedition, the said Company hereby incorporated shall and they are hereby required, at the Expence of the said Undertakers, to erect and build a like good and substantial Bridge over the said new Cut or Channel and the Towing Path thereof, of the like Height and Dimensions and in like Manner as is herein-before required in case the said new Cut or Channel shall be made or set out before the Execution of the said Railway at that Place; and in either of such Cases the Space between the Piers of the Arches of such last-mentioned Bridge (except so much thereof as shall be occupied by the Towing Path of such Bridge) shall, after the said Bridge shall have been completed, from Time to Time and at all Times thereafter, except during the necessary Repairs of such last-mentioned Bridge or the Erection of any future Bridge, to be kept and preserved an open and uninterrupted navigable Waterway, provided the same shall not interfere with the Construction of or prevent the free Passage of Passengers and Goods along the said Railway for any longer Time or in any other Manner than shall be unavoidably necessary.

Bridges over the River Aire at Knostrop or New Mills, and at Hunslet Mills.

XXXVI. And be it further enacted, That in carrying the said Railway over the said River *Aire* at or near to the *Knostrop* or *New Mills*, and again at or near to the *Hunslet Mills*, the said Company hereby incorporated shall and they are hereby required at their own Expence to make good and substantial Bridges of Stone, Brick, or Iron over the said River *Aire* at each of the said Places, and over the Towing Path formerly awarded and still belonging thereto, with proper Approaches thereto, with perpendicular Foundation Walls to such last-mentioned Bridges, the Soffit or Underside of the Openings of such Bridges respectively at the Centre thereof not being less than Nine Feet in Height above the Crown of *Knostrop* Mill Dam, and the aggregate Opening or Span of the Arches of such several Bridges being such as to extend over and include the entire Breadth of the said River and Towing Path thereto at those Places respectively, and so as to admit the Passage of the Water under the same as freely as it now passes along the present Channel, and that the Spaces between the Piers of the Arches of such last-mentioned Bridges respectively (except so much thereof as shall be occupied by the respective Towing Paths thereof) shall, after the said Bridges shall have been completed, be cleared out to the present ordinary Depth thereof respectively, and from Time to Time and at all Times thereafter, except during the necessary Repairs of such Bridges or the Erection of any future Bridges in lieu thereof, be kept and preserved an open and uninterrupted Waterway: Provided always, that in making and constructing the said Railway near the said *Knostrop Mills* and *Hunslet Mills* the said Company hereby incorporated shall not approach or carry the same or the Embankments thereof, or any of the Works thereto

thereto belonging, within the Distance of Thirty Yards of the said *Knostrop* or *New Mills*, or within Forty Yards of the said *Hunslet Mills*, but that a Deviation shall be made in the Line of the said Railway as laid down in the said Map or Plan to an Extent sufficient to carry the same West of the said several Mills such several Distances as are herein-before mentioned: Provided also, that nothing herein contained shall authorize or empower the said Company to place any of their Works upon or in any Manner to interfere with the Dam abutting upon the said *Hnnslet Mills*, and that in the event of any Injury accruing thereto by reason of such Works the same shall be immediately made good by the said Company at their own Costs and Charges: Provided also, that if by reason of any of the Works or Machinery of the said Company hereby incorporated the said Dam shall be injured so as to let down the Water of the said Navigation at present supported thereby, and impede the Navigation of the said River above the same, the said Company hereby incorporated shall pay to the said Undertakers, as and by way of ascertained Damages, the Sum of Two hundred Pounds for every Day during which the Navigation of the said River shall be so impeded as aforesaid, over and above all such Costs, Charges, and Expences as the said Company shall pay or sustain in the repairing or reinstating of such Dam, to be recovered by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*: Provided also, that in crossing the Tail Goit of the aforesaid Mills called *Hunslet Mills* the said Company shall make at their own Expence a sufficient Bridge or Culvert for passing the Water flowing therein under the said Railway as freely as the same can now pass along the same.

If Undertakers, in pursuance of recited Acts, divert the Navigation before Railway is made, the Railway Company to make Bridges, &c. over new Cuts.

XXXVII. And be it further enacted, That in case the said Undertakers, their Heirs or Assigns, shall at any Time hereafter require, in exercise of any of the Powers or Duties vested in or imposed upon them by the said recited Acts or any of them, to divert or alter the Course of the said Rivers or either of them, or any of the said Cuts or Canals, in the Line or Course of the said Railway (other than and except as herein-before provided), and shall, previous to the Execution of that Part of the said Railway, require to pass the same, or to set out or make any new Cuts or Channels for the said Rivers or either of them under the Line of the said Railway, the said Company of Proprietors hereby incorporated shall at their Expence make and erect all such additional Bridges over the same and the Towing Paths thereof respectively, of such Heights and Dimensions and in such Manner as the respective Engineers of the said Undertakers and of the said Railway Company, or their Umpire, shall direct; but in case such Cuts, Canals, or Works shall not be made or set out before the Execution of that Part of the said Railway, then the said Company hereby incorporated shall, within the Space of Fifty Days next after the same shall have been set out, and Notice thereof shall have been given to them in Writing in the Manner hereby provided in respect of the said new Cut or Channel near *Wood Nook*, enable the Undertakers to make and execute all such Diversions, Cuts, or Channels respectively, and shall and they are hereby required, at the Expence of the said Undertakers, to make and erect such additional Bridge or Bridges over such new Cuts or Channels and the Towing Paths thereof

thereof respectively, of such Height and Dimensions and in such Manner as the respective Engineers of the said Undertakers and of the said Railway Company, or their Umpire, shall direct; and in either of such Cases the Spaces between the Piers of the Arches of such additional Bridge or Bridges, except so much as shall be occupied by the Towing Paths thereof respectively, shall, after the same shall have been completed, from Time to Time and at all Times thereafter, except during the necessary Repairs of such last-mentioned Bridge or Bridges, or the Erection of any future Bridge or Bridges, be kept and preserved an open and uninterrupted navigable Waterway, or open and uninterrupted navigable Waterways, as the Case may require.

Company not to obstruct the Navigation of the River and Canal in constructing or repairing their Bridges.

XXXVIII. Provided always, and be it further enacted, That the said Company hereby incorporated shall and they are hereby required, during the Progress of constructing the said respective Bridges, or of the necessary Repairs thereof respectively, or of the Erection of any future Bridges in lieu thereof respectively, from Time to Time and at all Times to leave an open uninterrupted navigable Waterway in the said River *Calder* of not less than Thirty Feet in Width and Twenty Feet in Height above the ordinary Surface Water thereof, in case the said Undertakers shall consider the same necessary, and in the said Cut or Canal of not less than Thirty Feet in Width and Fifteen Feet in Height, together with a Towing Path thereto respectively, and that the present Towing Paths thereof respectively shall remain undisturbed until the new Towing Path Wall shall be erected, and the Ground made good and properly gravelled, and open for the Passage of Horses under such respective Bridges; and that during the Time of constructing the said Bridges over the said River *Aire* sufficient Space shall be left for passing the Waters thereof freely, and without flooding the adjoining Lands; and in case by reason of any Accident, or in the Execution of any of the Works by this Act authorized, or by reason of the bad State of Repair of any Part of such Works or of the said Bridges, or either of them, or of any of the Slopes, Banks, or Walls of the said Railway near the said Rivers, Cuts, or Canals, it shall happen that the said Rivers, Cuts or Canals, or either of them, or the Towing Paths thereof respectively, or any Part thereof, shall be so obstructed as that Boats, Barges, Lighters, or other Vessels navigating or using the same shall be impeded in their Passage, or shall not be able at all Times freely and uninterruptedly to pass along the same, or in case the navigable Waterways or Towing Paths herein-before required to be preserved during the Progress of the Works or either of them shall at any Time be contracted to a less Width than herein-before prescribed, then and in each and every such Case the said Company of Proprietors hereby incorporated shall pay to the said Undertakers of the said Navigation, as or by way of ascertained Damages, the Sum of Ten Pounds for every Hour during which any such Obstruction or Contraction shall continue: Provided always, that if such Obstruction or Contraction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of any of the Servants or other Persons employed by the said Railway Company, then and in every such Case the said

Railway Company shall pay to the said Undertakers the Sum of Thirty Pounds for every Hour during which the said Obstruction shall continue, as and by way of ascertained Damages; and in default of Payment of the said Sum or Sums, as the Case may be, on Demand made on the Treasurer or any Officer of the said Railway Company, the said Undertakers may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster:* Provided also, that nothing herein contained shall extend to prevent the said Undertakers from recovering against the said Railway Company any special Damage that may be sustained by them on account of the Acts or Defaults of the said Railway Company, in respect of which the said Penalties are imposed, beyond the Amount of such Penalty or Penalties, and they are hereby authorized to sue for and recover such special Damage accordingly; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the said Railway Company, and any Action for special Damage shall be brought as above mentioned, then the said Penalty or Penalties so paid shall be deemed and considered as Payments on account of such special Damage, and Credit shall be given by the Court before whom such Action shall be tried for any Sum or Sums of Money so paid by the said Railway Company, and the same shall be deducted from the Amount of Damages to be recovered by the said Undertakers; and in case the Amount of Damages recovered shall not exceed the Sum or Sums so paid, then and in such Case Judgment shall be given for the said Railway Company; and no Action shall be maintainable by the said Undertakers against the said Railway Company for the Recovery of any Penalty or Penalties after Judgment shall have been obtained by them for any special Damage in respect of the Act or Acts for which such Penalty or Penalties would then have been recoverable.

As to Manne of making the Railway in the several Parishes, &c. of Wakefield, Warmfield cum Heath, Methley, Oulton, Woodlesford, Rothwell, Hunslet, and Leeds.

XXXIX. And be it further enacted, That in making the said intended Railway along that Part of the Line or Course thereof which lies in the several Parishes or Townships of *Wakefield*, *Warmfield cum Heath*, *Methley*, *Oulton*, *Woodlesford*, *Rothwell*, *Hunslet*, and *Leeds* aforesaid, the said Company of Proprietors hereby incorporated shall and they are hereby required, wherever the same shall intersect any Road or Way at present or at the Time of the Execution of that Part of the said Railway used for the Purpose of Communication between the adjacent Country and the said Rivers, Cuts, or Canals so executed or in the course of Execution by the said Undertakers as aforesaid, or any Wharfs or Premises situate thereon or near thereto respectively, at their own Costs and Charges to erect and build a good and substantial Viaduct or Archway, as the Case may require, for passing such Roads or Ways, either over or under the said Railway, of such Dimensions, and with such convenient Heights, and with such Slopes and Approaches thereto, as the respective Engineers for the said Undertakers and for the said Railway Company, or their Umpire, shall from Time to Time direct; and further, that if it shall at any Time hereafter be made to appear to any Two of His Majesty's Justices of the Peace for the West Riding of the said County of *York* that any additional public Roads or Ways are

required

required to be made for the greater Facility of Trade or Access between the adjacent Country and the said Rivers, Cuts, or Canals, Wharfs or Premises, or any of them, and such Roads or Ways could have been lawfully and of right made by the Person or Persons applying to such Justices in the Course or Direction required if the said Railway had not been made, then and in every such Case the said Company hereby incorporated shall and they are hereby required, at the Expence of the Party requiring the same, either to cause a sufficient Opening to be made in their Embankment, and to make a good and sufficient Road or Archway under the said Railway, or a Road or Way, Viaduct or Bridge, over the said Railway, as the Case may require (to be determined by such Justices), of such Dimensions and with such Heights and other Conveniences as to the said Justices shall appear reasonable and necessary for the Passage of such additional Roads or Ways, and which said Passages, Viaducts, or Archways shall thenceforth be or become free for the Passage of all Persons whomsoever entitled to use the same Roads or Ways, with Horses, Carts, and Carriages, to and from the said Navigation at all Times whatsoever: Provided always, and the said Company are hereby expressly required at their Expence to make or leave in that Part of the Embankment for the said Railway situate in or intended to pass through the Township of *Woodlesford* not less than Three Openings or Passages, with good and substantial Archways or Viaducts over the same, in such Situations and in such Direction as the said Undertakers shall point out, the same to be of such Height and Width, and with such Slopes, and so constructed, as the respective Engineers of the said Undertakers and of the said Railway Company, or their Umpire, shall direct; and in crossing a certain Road or Way leading to certain Mills called the *Twhaite Mills*, and to certain Wharfs on the Bank of the said River *Aire* near thereto, situate in the said Township of *Hunslet*, at their own Expence to erect and build another good and substantial Archway or Viaduct over the same, of the Width of Fifteen Feet, and of the clear Height of Eight Feet above the present Surface of such Road, and, if the said Undertakers shall require the same, shall cause the said Road to be sunk to a Depth not exceeding Six Feet below its present Level, so as to give additional Height to the Passage so to be made under the said Railway as aforesaid, with convenient Slopes down to the same not exceeding One Foot in Thirty; and in passing over a certain other Road leading to the said Mills called the *Knostrop* or *New Mills* in *Hunslet* aforesaid shall, at the like Costs and Charges of the said Company, make one other good and substantial Archway or Viaduct over the same, of the Width of Fiftəen Feet, and of the clear Height of Eight Feet above the present Surface of such Road, and shall in like Manner sink the said Road, if required, so as to leave a clear Height of Fourteen Feet; and shall likewise make an additional Road or Way for the Use of the said Mills over and upon a Level with the said Railway, with a gradually sloped Ascent thereto from the *Wakefield* Road, and a Descent therefrom to the said Mills with an Inclination not exceeding One Foot in Forty, such last-mentioned Road to be at Right Angles with the said Railway, and to be formed in such Place as the said Undertakers or their Engineer shall point out; and that it shall be lawful

lawful for the Owners and Occupiers of the said Mills at all Times hereafter to pass and repass over and along such last-mentioned Road or Way, and to carry over and along the same their Boilers, Castings, and other Articles and Machinery made or repaired or to be made or repaired at such Mills, as freely and undisturbed by any Carriages or Engines of the said Company hereby incorporated as they are now entitled to use the present Road; and further, that in passing the said Railway over a certain other Road or Way leading to the said other Mills called the *Hunslet Mills*, and to certain Wharfs and Premises adjoining thereto, and lying along the Bank of the said River *Aire* at or near such last-mentioned Mills, the said Company hereby incorporated shall and they are hereby required, at their own Costs and Charges, to make and erect one other good and substantial Archway or Viaduct over the same of the Width of Fifteen Feet and of the clear Height of Eight Feet above the present Surface of such last-mentioned Road; and also, if the said Undertakers shall require the same, shall cause the said last-mentioned Road to be sunk to a Depth not exceeding Four Feet below its present Level, so as to give additional Height to the Passage so to be made under the said Railway as last aforesaid, with convenient Slopes down to and from the same not exceeding One Foot in Forty, as the said Undertakers shall direct; and shall likewise, at the like Costs and Charges, make an additional sloped Road or Way to the said Wharfs over and upon a Level with the said Railway, with a gradually sloped Ascent thereto from *Hunslet* aforesaid, and a Descent therefrom down to the said Wharfs with an Inclination not exceeding One Foot in Forty, such last-mentioned Road to be made in such Direction and at such Place as the said Undertakers or their Engineer shall point out; and that it shall be lawful for the said Undertakers and all other Persons using the said Wharfs, or having Occasion to pass or repass to the said last-mentioned Mills and Premises or to the said River *Aire* at this Place, at all Times for ever hereafter to pass and repass through the said last-mentioned Passage or Archway, and over and along such last-mentioned Road or Way, with Horses, Carts, and Waggons, as they shall have Occasion, as freely and undisturbed by any Carriages or Engines of the said Company hereby incorporated as they are now entitled or accustomed to use the present Road; and further, that in passing the said Railway over a certain other Road leading to a certain Stone Quarry situate in the Parish of *Rothwell*, and numbered 20 and 21 in the said Map or Plan, the said Company shall and they are hereby required at their own Expence to erect one other good and substantial Archway or Viaduct over the same of the Width of Fifteen Feet and of the clear Height of Twelve Feet above the present Surface of such last-mentioned Road; and also, if the said Undertakers shall require the same, shall cause the said last-mentioned Road to be sunk to a Depth not exceeding Five Feet below its present Level, so as to give additional Height to the Passage thereunder, with convenient Slopes down to and from the same not exceeding One Foot in Forty, as the said Undertakers shall direct; and further, that in crossing a certain other Road leading to certain other Mills called *Fleet Mills*, situate in the said Parish of *Rothwell*, the said Company shall and they are hereby required, at their own Costs and Charges, to make and erect another

good and substantial Archway or Viaduct over the same of the Width of Fifteen Feet and of the clear Height of Ten Feet at the least above the present Surface of the last-mentioned Road; and also, if the said Undertakers shall require the same, shall cause the said last-mentioned Road to be sunk to a Depth not exceeding Six Feet below its present Level, so as to give additional Height to the Passage so to be made under the said Railway as last aforesaid, with convenient Slopes down to and from the same; and further, that in crossing a certain other Road called the *Oulton Road* the said Company hereby incorporated shall and they are hereby required at their own Expence to divert the last-mentioned Road so as to carry it under or over the said Railway by another good and substantial Archway or Viaduct of the Width of Twenty-five Feet, and, if under, of the clear Height of Sixteen Feet from the Surface of such last-mentioned Road; and further, that in crossing a certain Road leading from *Fleet Mills* to *Woodrow* the said Company shall at the like Expence make and erect another good and substantial Archway or Viaduct over the said last-mentioned Road, of the Width of Eighteen Feet, and of the clear Height of Sixteen Feet at the least from the Surface of such last-mentioned Road; and further, that in passing the said Railroad by or through a certain other Road or Way leading to certain other Mills called the *Woodlesford* Paper Mills and Premises the said Company hereby incorporated shall and they are hereby required, at their own Costs and Charges, to make a good and substantial Bridge or Viaduct of Iron or Stone over the said Railway of the clear Width of Fifteen Feet at the least, with a Parapet Wall on each Side thereof of the Height of Four Feet, such last-mentioned Bridge or Viaduct to be erected at such Place as shall be pointed out by the said Undertakers or their Engineer, and that the present Level of such last-mentioned Road shall not be altered, but that a properly-formed Roadway and Footpath of good hard Materials on a continued Level with the present Road shall be made and formed upon such Bridge or Viaduct, over and along which it shall be lawful for the said Undertakers and all other Persons to pass and repass as freely and uninterruptedly as they lawfully may upon the present Road leading to the said last-mentioned Mills and Premises; and further, that wherever the said Railway shall intersect any of the Property of the said Undertakers they shall at the like Expence properly fence off and guard the same on both Sides of the Cuttings, and for ever maintain such Fences in good Repair.

In case Railway crosses any Stream supplying the Aire and Calder proper Culverts to be made.

XL. And be it further enacted, That the said Company hereby incorporated shall not divert, obstruct, or impound any River or Water to the Prejudice of any Mill or Manufactory belonging to the said Undertakers or other Owners; and that wherésoever the said Railway shall cross or intersect any Brook or Stream of Water now falling into or supplying the said Rivers *Aire* and *Calder*, or either of them, or any of the Cuts or Canals of the said Undertakers, the said Company hereby incorporated shall and they are hereby required at their own Expence to cause such Brooks or Streams to be either carried over or under the said Railway, and into the said Rivers, Cuts, or Canals, at their present Places; and for that Purpose proper and sufficient Culverts, Drains, or Aqueducts shall be made for the same, to

to the Intent that the Supply of Water to the said Rivers, Cuts, or Canals may not in any Manner be diminished or prejudiced.

Company to maintain Bridges, &c. in good Repair.

XLI. Provided always, and be it further enacted, That the said Company hereby incorporated shall and they are hereby required at their Expence to maintain the said several Bridges, Culverts, Passages, Archways, and Viaducts which they are hereby required to make as aforesaid in perfect Repair, and well and sufficiently drained, and, where necessary, fenced off; and if the said Railway shall at any Time be abandoned by the said Company the said Company shall at their own Expence remove the said Bridges, Culverts, Arches, Archways, and Viaducts, and all the Materials thereof, if they shall be required so to do by the said Undertakers; and in case the Bridges to be erected for the said Railway over the said Rivers *Aire* and *Calder*, or over any of the Cuts or Canals thereto belonging, or the Approaches, Side Slopes, or Banks of the said Railway near the said Rivers, Cuts, or Canals, or any of them, or any Part thereof, or the Culverts, Arches, Archways, and Viaducts to be erected by the said Company for any Brooks or Streams supplying the same, or the Archways, Bridges, or Viaducts to be erected by the said Company over or for any of such Roads or Ways, shall not be kept in good Repair, it shall be lawful for the said Undertakers to do the needful Repairs, and to recover the Amount of the Expence thereof from the said Railway Company by Action of Debt or on the Case, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*.

Company not to make Deviation so as to take Lands of Aire and Calder Navigation Company.

XLII. Provided always, and be it further enacted, That it shall not be lawful for the said Company of Proprietors hereby incorporated to make any Deviation or Extension whatever from the Course or Direction or to alter the Line or Level of the said Railway so delineated as aforesaid, and intended to be made and constructed where the same passes over the said River *Calder*, Cut or Canal, and projected new Channel, save so far as may be necessary for crossing the said River *Calder* and Navigation at the Heights hereinbefore provided, or where the same passes near a certain Cut and Reach of the said River *Calder* at or near *Kirkthorpe* in the Lands numbered 8, 21, 18, 26, 27, and 32, in the Township of *Warmfield-cum-Heath* in the said Map or Plan, Northwards, or where the same passes the said several Mills called the *Knostrop* and *Hunslet Mills* respectively, or other the Lands of the said Undertakers, specified in the said Book of Reference, or the aforesaid Roads leading to the said Mills and Wharfs, nor to carry the said Railway any nearer to the said River *Aire*, or the said several Cuts or Canals adjacent thereto, than the same is now laid down or shown in the said Maps or Plans, nor to carry the same over or upon the said River *Aire* at *Leeds*, or over or upon the Towing Path thereof, or to approach with the same, or with any of the Works, Erections, or Buildings of or belonging thereto, within the Distance of Fifty Yards of the said River at that Place; nor shall the said Company be authorized to make any Depôt between the said Railway and the said River *Calder* at *Wakefield*, nor to make, erect, or set up any other Bridges over, or

or Tunnels, Passages, Culverts, Drains, or Works under or upon the said Rivers, Cuts, or Canals, or either of them, other than such as are herein-before required or mentioned and provided for; nor shall it be lawful for the said Company to take or use or in any way damage the said Rivers, Cuts, Canals, Brooks, Streams, Dams, or Weirs herein-before mentioned, or any or either of them, or the Locks, Towing Paths, Bridges, or other Works of the said Undertakers or any of them, or any Part or Parts thereof respectively, without the Consent of the said Undertakers in Writing first had and obtained, other than and except in the Manner herein-before expressly provided for and authorized; nor shall it be lawful for the said Company to make such temporary Use as is herein-after mentioned of any Lands, the Property of the said Undertakers or other Owners, lying at a greater Distance than Two hundred and fifty Yards from the said Railway.

As to Manner of crossing Kirkgate in the Town of Wakefield.

XLIII. Provided also, and be it further enacted, That in crossing the public Street in the said Town of *Wakefield* called *Kirkgate* the said Company shall and they are hereby required to make and for ever maintain in good Repair over the same a good and substantial Viaduct or Bridge, extending over the entire present Width of the said Street, and with a clear Height thereunder of at least Nineteen Feet from the present Level of the same Street, and shall properly fence off and guard the Sides of such Viaduct or Bridge with sufficient Parapet Walls or Iron Railings, and shall find and provide sufficient Means for carrying off the Water therefrom, so that the same shall not in any Manner impede, endanger, or annoy Passengers or other Traffic under the same.

Saving Rights of Aire and Calder Navigation Company.

XLIV. And be it further enacted, That, save as herein-before mentioned and provided, nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the said Undertakers, or authorize or empower the said Company of Proprietors hereby incorporated to divert or alter the Course or Levels of the said Rivers *Aire* and *Calder*, or either of them, or the Course of any of the Cuts or Canals which are now or shall at any Time hereafter be made or executed by the said Undertakers by virtue of the Powers of the said recited Acts or any or either of them, or the Towing or Foot Paths thereto, or any of them, or any Part thereof, or in any Manner to obstruct the Navigation of the said Rivers, Cuts, or Canals, or any of them, or to divert, intercept, cut off, take, use, or diminish any of the Waters therein, or any Streams of Water supplying the same, or any of them, or to raise or sink any of such Rivers, Cuts, Canals, or Streams, or to hinder, obstruct, or prevent the said Undertakers of the Navigation of the said Rivers *Aire* and *Calder* at any Time hereafter and from Time to Time, as and when they shall see Occasion, from further enlarging or straightening the said Rivers, or from making any such new Cuts or Channels, or making and completing the said several Cuts or Canals and other Works and Improvements to the said Navigation by the said several Acts authorized to be made or executed, in the same Manner and as fully in all respects as the said Undertakers could or might have done had not this Act been passed; provided the same shall not interfere with the Construction of

or prevent the free Passage of Passengers and Goods along the said Railway for any longer Time or in any other Manner than shall be unavoidably necessary.

Act not to prejudice the Rights of Commissioners of Manchester Police, nor of Directors of Manchester Gas Works.

XLV. Provided always, and be it further enacted, That nothing in this Act contained shall extend, or be deemed or construed to extend, to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the Commissioners, Directors, or others acting in execution of the Six several Acts of Parliament following, or any of them, by virtue of all or any of the same Acts of Parliament; *videlicet*, an Act passed in the Thirty-second Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for cleansing, lighting, watching, and regulating the Streets, Lanes, and Passages and Places within the Towns of* Manchester *and* Salford *in the County Palatine of* Lancaster, *for widening and rendering more commodious several of the said Streets, Lanes, and Passages, and for other Purposes therein mentioned;* 32 G. 3. c. 69. an Act passed in the Fifth Year of the Reign of His Majesty King *George* the Fourth, intituled *An Act for better lighting with Gas the Town of* Manchester *in the County Palatine of* Lancaster; 5 G. 4. c. 133. an Act passed in the Ninth Year of the Reign of His said last-mentioned Majesty, intituled *An Act to amend several Acts for cleansing, lighting, watching, improving, and regulating the Towns of* Manchester *and* Salford *in the County Palatine of* Lancaster; 9 G. 4. c. 147. an Act passed in the Eleventh Year of the Reign of His said last-mentioned Majesty, intituled *An Act to amend several Acts for supplying the Town of* Manchester *with Gas, and for regulating and improving the same Town;* 11 G. 4. c. 47. and an Act passed in the First Year of the Reign of His present Majesty King *William* the Fourth, intituled *An Act to authorize the raising of further Monies for supplying the Town of* Manchester *with Gas;* 1 W. 4. c. 16. and an Act passed in the Second Year of the Reign of His said present Majesty, intituled *An Act for widening and improving Part of* London Road *in the Parish of* Manchester *and County of* Lancaster, *and also for effecting Improvements in the Streets and other Places within and contiguous to the Town of* Manchester. 2 W. 4. c. 30.

The said Commissioners and Directors to have free Access to Gas Pipes.

XLVI. And be it further enacted, That the said Commissioners and Directors, and the Surveyors of the Highways of the Township of *Manchester*, and any Person or Persons with their Authority on their Behalf, shall at all Times have free and uninterrupted Access to the Four following Streets within the Town of *Manchester*, namely, *Lees Street, Saint George's Street, Livesey Street*, and *Cropper Street*, and to all or any of the present and future Gutters, Sinks, Drains, Sewers, and Watercourses therein belonging to the Town of *Manchester;* and that the said last-mentioned Commissioners and Directors, and any Person or Persons with their Authority on their Behalf, shall at all Times have free and uninterrupted Access to all or any of the Main Gas Pipes, Service Pipes, Branch Pipes, or other Pipes belonging to the Town of *Manchester*, and now laid or which may be laid in the said Four Streets previously to the making of the said Railway; and that the said Company shall give Notice in Writing, to be left at the Office of the principal or head Officer of the said Commissioners in *Manchester* aforesaid, in manner following; that is to say, One

Calendar Month's Notice before they interfere with or disturb any under-ground Gutter, Sink, Drain, Sewer, Watercourse, or any Main Pipe, Seven Days Notice before they interfere with or disturb any Street or Service Pipe, and Forty-eight Hours Notice before they interfere with or disturb any Branch Pipe for supplying Lamps, Houses, Shops, Warehouses, Offices, or other Buildings, either of a public or private Description; and the said Gutters, Sinks, Drains, Sewers, Watercourses, Gas Pipes, and Works, or such of them as it may be necessary to interfere with or disturb in forming the said Railway and Works as aforesaid, shall then be altered, varied, raised, removed, taken up, or relaid by the said Commissioners and Directors, or either of them, in such Direction, Manner, and Form as they shall think proper; and if in the Opinion of the Stipendiary Magistrate for the Time being of the Town of *Manchester* it shall be necessary to substitute new Gutters, Sinks, Drains, Sewers, Watercourses, Gas Pipes, or Works in lieu of those which may be removed for the Purposes of the said Railway and Works as aforesaid, the said Commissioners and Directors may and they are hereby respectively authorized so to do; and the Costs and Charges incurred thereby shall be borne by the said Company, and be by them paid to the said Commissioners or Directors, as the Case may be, or any Person appointed by them respectively to receive the same, on Demand thereof made to the said Company, or any Clerk or other Officer thereof; and in default of Payment within Seven Days after Notice in Writing to such Clerk or Officer any Two or more of His Majesty's Justices of the Peace for the said County Palatine of *Lancaster* shall and they are hereby required, on Application by the said Commissioners or Directors or any Person authorized by them, by Warrants under the Hands and Seals of the said Justices to cause the Amount of such Costs and Charges to be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, and to be paid to the said Commissioners or Directors, as the Case may be, or to some of their Agents, rendering the Overplus, if any, on Demand, after deducting the Costs and Charges of and attending such Distress and Sale, to the said Company or to some of their Agents; or otherwise the said Commissioners or Directors, as the Case may be, shall and may sue for and recover the same against the said Company by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*, or otherwise in such Manner and Form, and by such Ways and Means, and with the same Benefit and Advantage, as they or either of them are authorized to sue or recover by any of the Acts of Parliament herein-before mentioned or referred unto, or by any other Act of Parliament, or any Law, Usage, or Custom now in force; and in case the said Commissioners and Directors shall not, within a reasonable Time after Notice to be given as aforesaid, alter, vary, raise, take up, remove, divert, relay, or repair such of the said Sinks, Drains, Sewers, Watercourses, Pipes, and Works as may be necessary to be altered, raised, taken up, relaid, or repaired as aforesaid, then and in every such Case the said Company may do so, they paying the Costs and Charges thereof.

For protecting Gas Pipes where crossed

XLVII. And be it further enacted, That in every Case where the said Railway shall cross any of the said Four Streets, and the present or

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

XLVIII. And be it further enacted, That such of the said Four Streets, and such of the present and future Pavements, Flags, Sinks, Drains, Sewers, and Watercourses therein or thereon, as shall or may be damaged, injured, affected, or destroyed by the said Company in or about or in consequence of the Execution of the Powers hereby given to them or any of them, shall be repaired, made good, and reinstated by the said Commissioners when, as, and in such Manner and Form as shall be thought necessary and proper by the said Stipendiary Magistrate; and the Expences of and attending the same shall be borne by the said Company, and paid to the said Commissioners on Demand, and in default of Payment within Seven Days after Notice in Writing to any Clerk or Officer of the said Company may be recovered in the same Manner as is herein-before provided with respect to Costs and Charges to be incurred by the said Commissioners. In case Pavements, &c. injured, Company to make good the same.

XLIX. And be it further enacted, That such of the present and future Main Pipes, Service Pipes, Branch or other Pipes or Works belonging to the Town of *Manchester*, which shall or may be damaged, injured, affected, or destroyed by the said Company in or about or in consequence of the Execution of the Powers hereby given to them, shall be repaired, made good, and reinstated by the said Directors when, as, and in such Manner and Form as shall be thought necessary and proper by the said Stipendiary Magistrate; and the Expences of and attending the same, together with the Value of all Gas which may escape or be lost in consequence of any Main or other Pipe or Works being damaged, injured, affected, or destroyed as aforesaid, and in case the said Directors or any of their Servants shall be hindered or obstructed by the said Company or any To reinstate Pipes which may be injured.

any of their Servants from repairing and amending the said Pipes which shall be so damaged or destroyed, then the Amount in Value also of all Gas which the said Directors shall be thereby prevented from supplying to any Person or Corporation, shall be paid by the said Company to the said Directors on Demand, and in default of such Payment within Seven Days after Notice in Writing to any Clerk or Officers of the said Company may be recovered in the same Manner as is herein-before provided with respect to the Costs and Charges to be incurred by the said Commissioners.

As to manner of crossing the said Four Streets.

L. And be it further enacted, That in all Cases where the said Railway and Works, or any Part thereof, shall cross the said Four Streets, the same shall be constructed and made by means of a Bridge or Viaduct over the same Streets or Roads, which shall, as far as practicable, be drop-dry at all Times, and shall be built of Brick, Stone, or Iron; and the Foundation of each such Bridge or Viaduct, and the Pillars, if any, and Abutments thereof, shall extend and be made below the Surface of each of such Streets to a Depth sufficient to allow the said Commissioners to make and construct any Sinks, Drains, Sewers, or Watercourses, and to allow the said Directors to lay or deposit any Main or other Pipes or Works which by all or any of the said Acts they are authorized to do; and that the Openings or Arches of the Bridges or Viaducts to be made over any such Streets shall be constructed so as to leave a clear Carriage-way and Footway to the full Width of each of the said Streets respectively; and the said Openings or Arches respectively over the Carriage Road of such Streets shall not be less than Sixteen Feet in Height from the Crown of such Carriage Road to the Underside of the Openings or Arches, the Measurements of the said Sixteen Feet being taken in a perpendicular Line from the Centre of such Carriage Road, and that the Springs of the Arches of any of such Openings shall be at an Elevation not less than Twelve Feet above the Level of the Crown of the Carriage Road of the said Street, and that the Battlements of each and every such Bridge or Viaduct shall be built or made of Stone, Brick, or Iron, and shall be made and constructed Six Feet in Height from the Surface of the Railway at least, along each Side of such Bridge or Viaduct, throughout the entire Crossing of the said Streets and Roads, and for the further Extent of Five Yards in Length at both Ends, and on each Side of the said Bridges and Viaducts respectively.

Company to keep the said Bridges, Viaducts, &c. in good Repair.

LI. And be it further enacted, That the said Company shall at all Times for ever after the said Bridges or Viaducts and Battlements, or any of them, shall have been erected, built, made, and constructed, keep the same and every of them, and all and every future Bridges or Viaducts and Battlements to be erected, built, made, and constructed in lieu thereof respectively, and which shall be of the like Dimensions, Capacity, and Materials as are herein-before mentioned, in good, perfect, and complete Repair; and in case of any Want of Repair or Rebuilding in the Opinion of the said Stipendiary Magistrate, and Notice thereof in Writing being given by any Agent or other Person authorized by the said Commissioners, Directors, or Surveyors to the said Company or to any of them, their Agents or

Clerks, of any Want of Repair or Rebuilding, if the said Company shall not, within the Space of One Month at the farthest, or within such shorter Time as under the Circumstances of the Case may to the said Stipendiary Magistrate appear reasonable, after the Service of such Notice, commence such Repair or Rebuilding, and proceed therein with all reasonable Expedition until the same shall be completed, the said Commissioners may from Time to Time make such Reparations or Rebuildings as the Case may require; and all the Costs and Charges thereof shall be repaid by the said Company to the said Commissioners upon Demand, and, in default of such Payment within Seven Days after Notice in Writing to any Clerk or Officer of the said Company, may be recovered in the same Manner as is hereinbefore provided with respect to Costs and Charges to be incurred by the said Commissioners.

Company to erect sufficient Hordes, &c. in Manchester for the Protection of the Public during the Execution of the Works.

LII. And be it further enacted, That previously to the Commencement of and during the Progress of the Works hereby authorized to be done by the said Company, Commissioners, and Surveyors, the said Company shall from Time to Time cause such proper and sufficient Hoards, Fences, Stages, and Lights to be erected, set up, and continued in such Situations and for such Time as the said Commissioners shall deem necessary for the Protection or Convenience of the Public, and as the said Commissioners shall by Notice in Writing, to be signed by any of their Clerks or authorized Agents, and to be served upon the Clerk or authorized Agent of the said Company, or left at his last or usual Place of Abode, order and direct; and in default thereof it shall be lawful for the said Commissioners so to do, and the Costs and Charges of and attending the same shall be borne by the said Company and paid to the said Commissioners on Demand, and in default of Payment within Seven Days after Notice in Writing to any Clerk or Officer of the said Company the same may be recovered in the same Manner as is herein-before provided with respect to Costs and Charges to be incurred by the said Commissioners.

Works not to obstruct the Passage of the said Streets longer than is necessary.

LIII. And be it further enacted, That nothing in this Act contained shall extend or be construed to extend to authorize or empower the said Company to obstruct, prevent, or hinder the free and uninterrupted Passage in, over, and along any of the said Four Streets or any Part thereof further than shall be necessary for making the said Railway with all reasonable and proper Expedition, nor to erect, build, construct, or make any Bridges or Viaducts, or the Battlements thereof, over or across such Streets otherwise than in the Manner herein-before expressly provided, nor, after the Work shall have been commenced over and along any of the said Four Streets, to a greater or longer Period than Three Calendar Months in the erecting, building, constructing, and completing the same Bridges or Viaducts, Battlements and Works respectively; and in case the said Company shall, in the Opinion of the said Stipendiary Magistrate, act contrary to the Restrictions in this Clause contained, the said Company shall be liable for every Breach of such Restriction to the Payment to the said Commissioners of the Penalties

imposed by any of the said Acts of Parliament relating to Obstructions in any of the Streets within the Town of *Manchester*.

Power to lower any of the said Four treets.

LIV. Provided always, and be it further enacted, That it shall be lawful for the said Company to lower any of the said Four Streets to a gradual Inclination from *Oldham* Road to any Part of the said Streets which shall be crossed by the Railway, and from the same Part towards *Saint George*'s Road, but the Inclination shall not exceed Half an Inch in the Yard in any Part; they the said Company nevertheless performing such lowering, and afterwards making good and reinstating and completing the said Streets, to the Satisfaction of and within a reasonable Time to be required by the said Commissioners or their Surveyor; and in default therein by the said Company it shall be lawful for the said Commissioners so to do, and the Costs and Charges thereof shall be borne by the said Company, and paid to the said Commissioners on Demand, and in default of Payment within Seven Days after Notice to any Clerk or Officer of the said Company may be recovered in the same Manner as is herein-before provided with respect to Costs and Charges to be incurred by the said Commissioners.

Company not to lay Pipes for the Conveyance of Gas to the Inhabitants of the Town of Manchester.

LV. And be it further enacted, That the said Company shall not, except as herein-after mentioned, lay, place, or deposit, or permit or suffer any Corporation or Person or Persons whomsoever to lay, place, or deposit, nor shall any Corporation or Person or Persons whosoever lay, place, or deposit, any Main, Service, Branch, or other Pipe or Convenience for the Conveyance of Gas in, under, over, along, or across any of the said Four Streets by means of the said Railway or the Works connected therewith, or any Part thereof, without the Consent in Writing of the said Directors or their Clerk; and in case any such Pipes or Conveniences shall be laid, placed, or deposited as aforesaid without such Consent as aforesaid, the Corporations or Person or Persons so laying such Pipes or Conveniences, and the said Company in case they shall consent to the same, or in case they shall lay any Pipes or Conveniences except as herein-after mentioned, shall be and are hereby made subject and liable to the Payment to the said Commissioners of the Penalty of Five Pounds for each and every Day during which such Pipes or Conveniences as aforesaid, or any of them, shall be so laid, placed, or deposited as aforesaid, which Penalty, in default of Payment on Demand, may be recovered in the same Manner as is herein-before provided with respect to Costs and Charges to be incurred by the said Commissioners: Provided nevertheless, that the said Company shall be at liberty to lay down any Main, Service, Branch, Gas or other Pipe in and upon the said Railway for the Purpose of lighting the same and the Works and Property belonging to or used by the said Company: Provided always, that it shall be lawful for the said Commissioners, if they shall think proper, instead of suing for or recovering the said Penalty, after having given Notice in Writing to the said Company, to remove the same Pipes and Conveniences, and in default of such Removal after Three Days from the Time of giving such Notice to remove, cut off, or destroy any of the said Pipes and Conveniences, except

except as aforesaid, at their own Costs and Charges, not doing Damage or Injury, and not thereby impeding the said Railway or the Works thereof further than necessarily may be.

Saving Rights of Manchester and Salford Water Company.

LVI. Provided always, and be it further enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the Company of Proprietors of the *Manchester* and *Salford* Waterworks in virtue of all or any of the following Acts; *videlicet*, an Act passed in the Forty-ninth Year of the Reign of His Majesty King *George* the Third, intituled *An Act for more effectually supplying with Water the Inhabitants of the Towns of* Manchester *and* Salford *in the Parish of* Manchester *in the County Palatine of* Lancaster; an Act passed in the Fifty-third Year of the Reign of His said Majesty, intituled *An Act for enlarging the Powers of an Act of His present Majesty, for supplying with Water the Towns of* Manchester *and* Salford *in the County Palatine of* Lancaster; an Act passed in the Fifty-sixth Year of the Reign of His said Majesty, intituled *An Act for altering, amending, and extending the Powers of Two Acts of His present Majesty's Reign, for supplying with Water the Inhabitants of the Towns of* Manchester *and* Salford *in the Parish of* Manchester *in the County Palatine of* Lancaster; and an Act passed in the Fourth Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act to alter and amend several Acts passed for more effectually supplying with Water the Inhabitants of the Towns of* Manchester *and* Salford *in the Parish of* Manchester *in the County Palatine of* Lancaster, and for further extending the Powers and Provisions of the said Acts or otherwise.

49 G. 3. c. 192.

53 G. 3. c. 20.

56 G. 3. c. 12.

4 G. 4. c. 115.

Providing for the Alteration of the Water Pipes.

LVII. And be it further enacted, That the said Company of Proprietors of the *Manchester* and *Salford* Waterworks shall at all Times have free and uninterrupted Access to all their respective Main Pipes, Survice Pipes, and Branch Pipes; and in the event of its being necessary, in making the said Railway, that the Pipes of the said Waterworks Company or their Tenants should be altered, raised, removed, or relaid, the said Company of Proprietors hereby incorporated shall give Notice in Writing, to be left at the Office or Place of Business of the said Waterworks Company, in manner following; (that is to say,) Three Months Notice before any principal Main Pipe is to be removed, Seven Days Notice before any Street, Main, or Service Pipe is to be removed, and Twenty-four Hours Notice before any Branch Pipe for supplying Houses, Buildings, or Works with Water is to be removed; which said Pipes shall be altered, raised, relaid, and removed by the said last-mentioned Company of Proprietors out of the Funds arising under this Act; and all Loss, Costs, Damages, and Expences which the said Waterworks Company or their Tenants shall or may sustain or be put unto in consequence of the said Pipes being so altered, raised, or removed shall be paid out of the said Funds; and if there shall be any Dispute between the said Waterworks Company and the Company of Proprietors hereby incorporated respecting the Amount of such Losses, Costs, Charges, Damages, and Expences, the same shall from Time to Time be ascertained and settled by a Justice

Justice of the Peace for the said County of *Lancaster* upon the Application of either Party, but after a Hearing of both Parties; and in case such Losses, Costs, Charges, Damages, and Expences shall remain unpaid for the Space of Ten Days next after the Day on which the same shall have been so ascertained and settled as aforesaid, and Demand made thereof by any Clerk or Servant acting on behalf of the said Waterworks Company from the Clerk or Treasurer for the Time being of the said Company of Proprietors hereby incorporated, the same shall and may be recovered from the said last-mentioned Company of Proprietors by the said Waterworks Company as any other Debt or Demand can or may at Law or in Equity be recovered by the said last-mentioned Company of Proprietors; and the Signature of the said Justice to the Amount so by him ascertained and settled as aforesaid shall be conclusive Evidence of the Amount of such Debt or Demand, unless Fraud or undue Partiality shall be shown.

For protecting Water Pipes.

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

Regulating Manner of crossing certain Streets in the Township of Manchester.

LIX. Provided always, and be it further enacted, That if the said Railway shall cross all or any of the Streets herein-after mentioned, that is to say, a new Street called *Livesey Street*, which is Fourteen Yards wide, and Three other newly laid out or intended Streets running parallel thereto, in the Lands of *Joseph Livesey* Esquire, in the Township of *Manchester* aforesaid, of Eight Yards wide each, to be called *Rome Street*, *Pope Street*, and *Fortune Street*, and Four other newly laid out Streets parallel to *Livesey Street* aforesaid, in the Lands of the Right Reverend the Lord Bishop of *Bristol*, in the Township of *Manchester* aforesaid, called *Roe Street*, Four Yards wide, *Stonehewer Street*, Ten Yards wide, *Clegg Street* and *Janiers Street*, each Eight Yards wide, the said Company shall and they are hereby required to make and construct suitable Bridges and Arches over the whole Space of the said Streets respectively, or such of them as shall be so crossed; and that the Arch or Arches over all the said Streets shall each be of the Height of Sixteen Feet in the lowest Part thereof from the Middle or Crown of the Pavements of such Streets respectively, and that the Pillars or Piers supporting the Arch over *Livesey Street* shall be so placed as to leave the Width or Space of Six Feet, exclusive of such Pillars or Piers, for a Footway along each Side of the said Street, and that all such Arches and Pillars or Piers

shall be kept in good Repair and Condition by the said Company; and further, that on each Side of the Railway where it shall cross the said Streets or any of them, a good and substantial Wall or Parapet shall, if required, be built of not less than Six Feet in Height; and that the said Railway, in crossing the Lands of the said Bishop of *Bristol* and *Joseph Livesey*, shall pass between certain newly laid out Streets there called *Allen Street* and *Charles Street*, and so as to leave a Space of Twenty-four Yards at the least between the said Railway and one of the said Streets called *Allen Street* and *Charles Street*; or otherwise, in case there shall not be a Space of Twenty-four Yards between the said Railway and either or both of the said Streets called *Allen Street* and *Charles Street*, the said Company shall, if required, purchase such Space or Spaces as shall be less than Twenty-four Yards, and also one Half of *Allen Street* or *Charles Street*, or both, as the Case may be; and that the said Company shall, in case of purchasing, pave and flag one Half of *Allen Street* and *Charles Street*, or one of them, as the Case may be, and be at Half the Expence of sewering or soughing the same, so far as the same shall be co-extensive with the said Railway, and so as to correspond with the other Half of such Street or Streets, and to make the whole uniform and regular, when and in such Manner as shall be reasonably required by the said Land Owners or either of them to do so; and also that the said Company shall in like Manner and at the like Expence pave and sough the Roads under the said Arches, and co-extensive with the Land to be purchased or taken by the said Company as aforesaid, and flag the Footways, namely, the Footway including the Space occupied by the Pillars or Piers (if any) on each Side of *Livesey Street* to be Three Yards wide, on each Side of *Stonehewer Street* Two Yards wide, on each Side of *Pope Street*, *Fortune Street*, *Rome Street*, *Clegg Street*, and *Janiers Street* respectively One Yard and a Half wide, and on each Side of *Roe Street* Eighteen Inches wide (if required), and co-extensive with the Land to be purchased by the said Company as aforesaid, and that the said Company shall keep all the above-mentioned flagged and other Pavements and Sewers or Soughs to the Extent aforesaid in good and sufficient Repair and Condition.

As to crossing certain other Streets.

LX. Provided always, and be it further enacted, That if the said Railway shall cross all or any of the Streets herein-after mentioned, that is to say, *Cropper Street*, *Worsley Street*, and *Back Cropper Street*, and an intended Street of Ten Yards wide parallel thereto, leading from *Oldham Road* to *Saint George's Road*, the said Company shall construct suitable Bridges over such Streets, and the Arches of which shall be of the clear Width of Thirty Feet, and Sixteen Feet in Height from the Pavement of such Streets to the Soffit of the Arch; and further, that a good and substantial Parapet Wall shall be built on each Side of the Bridges crossing the said Streets not less than Six Feet in Height, and that the said Company shall keep in repair the said Bridges, and pave, flag, and sough such Part of the said Streets as shall be so crossed, and keep the flagged and other Pavements, Sewers, and Soughs to the Extent aforesaid in good and sufficient Repair and Condition.

As to crossing Lands at Miles Platting.

LXI. Provided always, and be it further enacted, That the said Company shall and they are hereby required to execute the said Railway in passing over and across a Parcel of Land the Property of *Charles Rider* Esquire, situate at *Miles Platting* in the said Township of *Manchester*, so and in such Manner that the said Road shall pass or be made at the Distance of Ten Yards from and to the South of a certain Cottage House in the Occupation of Widow *Bradley*; and where the said Railway shall pass over and across the Pond or Reservoir belonging or appertaining to a Factory of the said *Charles Rider* at *Miles Platting* aforesaid the same Railway shall be constructed upon Arches, if the said *Charles Rider* shall desire the same; or if the same Railway shall, witth the Consent of the said *Charles Rider*, be formed by filling up any Part of the said Reservoir, then and in such Case the said Company of Proprietors shall at their own Expence excavate and make, out of and in the adjoining Land of the said *Charles Rider*, a Reservoir equal in Extent to the one so to be taken in the Execution of the Powers of this Act.

Railway to be conveyed on Arches over Reservoir of Mr. Rider.

As to crossing Roads in Lands of the Warden and Fellows of Christ College in Manchester.

LXII. And be it further enacted, That where the said Railway shall cross the Roads herein-after mentioned in the Lands of "The Reverend the Warden and Fellows of the College of *Christ* in *Manchester*," and also where the same shall cross the several Roads to be formed as herein-after mentioned for the better Occupation of such Lands, the said Railway shall in each Case cross the said Roads by means of Bridges to be erected by and at the Expence of the said Company; and every such Bridge which shall be made for carrying the said Railway over the said Roads or intended Roads shall be constructed with an Arch of Sixteen Feet in Height from the Surface of the Road to the Soffit of the Arch, and in Breadth Seventeen Feet clear between the Abutments, and to be made as far as practicable drop-dry; and every such Bridge which shall be made for carrying the said Roads or intended Roads over the said Railway shall be constructed so as to leave a clear Breadth of Seventeen Feet between the Parapet Walls; and the said Bridges shall be built of Brick or Stone, or both, and shall for ever after their Erection be kept in good and sufficient Repair and Condition by and at the Expence of the said Company; and One of such Bridges shall be erected over or across each of the following Roads or Lanes, namely, *Lamb Lane*, *Monsall Lane*, and *Dean Lane*, and over the Six following Roads to be made for Communication between the said Lands divided by the said Railway, namely, a Road in the *Warden-house Tenement*, another Road in the *Monkey-house Tenement*, another Road in the *Rushy Field* in the Occupation of *John Rigg*, another in such Part of the *Whitworth-hall Tenement* as lies on the Easterly Side of *Lamb Lane*, and another in such Part thereof as lies on the Westerly Side of *Lamb Lane*, and Two others in Lands in Lease to the Executors of *Edward Greaves* Esquire; and the Bridges over the said Six last-mentioned Roads shall be made in such Situations as the said Warden and Fellows shall appoint, consistent with preserving the Levels of the said Railway.

As to Lands on Lease to Trustees of

LXIII. And be it further enacted, That if any Part of the Lands of the said Warden and Fellows in Lease to the Trustees of *Samuel Barker*

Barker Esquire or to *William Barrow* shall, on the Formation of the said Railway, be left on the Northerly Side thereof, the said Company shall make and form a good and sufficient Road or Way to be used for farming Purposes for Horses, Carriages, Cattle, and Passengers thereto, across any intermediate Lands belonging to the said Warden and Fellows, from the nearest Bridge, paying for the Damage thereby occasioned, and for ever afterwards keep such Roads in good and sufficient Repair for the Purposes aforesaid.

Mr. Barker or Mr. Barrow.

LXIV. And be it further enacted, That if for the Purpose of constructing the said Bridges over or across *Lamb Lane*, *Monsall Lane*, and *Dean Lane*, it shall be necessary to lower the Surface of the said Lanes or any of them, the Fall or Rise in the Road to be occasioned thereby shall not exceed One Foot in Thirteen Feet, and if in order to construct any other of the said Bridges it shall be necessary to lower the Surface of the Land, the Fall or Rise in the Ground to be occasioned thereby shall not exceed One Foot in Ten Feet.

As to lowering Lamb Lane, Monsall Lane, and Dean Lane, &c.

LXV. Provided always, and be it further enacted, That nothing herein contained shall authorize or empower, or be construed to authorize or empower, the said Company of Proprietors to make and form the said Railway or any Part thereof upon the Lands of the said Warden and Fellows nearer to the Turnpike Road leading from *Manchester* to *Oldham* than the Space of Eighty Yards, to be measured from the Edge of the Embankment or Cutting nearest to the said Turnpike Road, nor to authorize or empower the said Company to take or use more of the Lands or Tenements of the said Warden and Fellows or their Lessees than absolutely necessary for the Formation of the said Railway, unless required so to do by the said Warden and Fellows or their Lessees, under the Provisions herein contained, in Cases where the Land shall be cut through and divided, nor to authorize or empower the said Company to make or burn any Bricks or Tiles upon the Lands of the said Warden and Fellows or their Lessees, for any other Use or Purpose whatsoever than for the Use of the said Company of Proprietors in the Formation of the said Works in the Townships of *Newton* and *Manchester* or either of them, but not elsewhere.

Not to make Railway on certain Parts of Lands of the said Warden and Fellows.

LXVI. And whereas the said Railway is intended to be made or carried across or through and along certain Lands belonging to *John Thorpe* of *Manchester* aforesaid, Gentleman, situate in the Township of *Newton* aforesaid, and to cross the private Road of the said *John Thorpe* which runs from the High Road from *Manchester* aforesaid to *Oldham* in the County of *Lancaster*, through and along the Estates and Property of the said *John Thorpe* to certain Dye Works situate at the North or Northerly End of the said Estates and Property, and upon which Estates there is (amongst other Buildings) a Messuage or Dwelling House now in the Occupation of *Edward Joseph Hughes*; be it therefore enacted, That the said Railway and Works shall not be made nearer to any Part of the said Messuage or Dwelling House than Sixty Yards, and that previously to the Commencement of the said Railway across the said Road

As to crossing Lands of Mr. Thorpe.

Road the said Company shall and they are hereby required, at their own Expence, within a reasonable Time to widen and enlarge the said Road from the said High Road to the Gate leading to the said Messuage or Dwelling House to the Width of Thirty Feet throughout, except at the Bridge to be made as herein-after mentioned, and to lower the said Road when widened and enlarged to such a Level as will leave a clear Space of Sixteen Feet from the Surface of the Road to the Soffit of the Arch of the said Bridge, the same to be so lowered from the said High Road to the Southerly Side of the said Railway and from the said Gate to the Northerly Side of the said Railway by a gradual Inclination or Slope, and making the said Road level under the said Bridge; and that in forming or making and lowering the said Road the Land on each Side thereof shall be gradually and properly sloped; and that the said Road, when so lowered, widened, and enlarged, shall be drained and put into good Order, Repair, and Condition by and at the Expence of the said Company, and the same shall at all Times thereafter be well and effectually drained by and at the Expence of the said Company.

As to Bridges across Mr. Thorpe's Property.

LXVII. And be it further enacted, That where the said Railway shall cross the said Road of the said *John Thorpe* the same shall be carried over the said Road by means of a Bridge, which shall be built of Brick, Stone, or Iron, and the Arch of which shall be constructed so as to leave a clear Width of Twenty-four Feet at the least between the Piers, and shall be of the Height of not less than Sixteen Feet from the Surface of the said Road when lowered to the Underside of the Arch, and that the Parapet Walls of the said Bridge shall be made of Brick, Stone, or Iron, and shall be Four Feet in Height from the Surface of the Railway at least along each Side of the said Bridge throughout the entire Crossing of the said Road.

Company to keep the Bridges, &c. in good Repair.

LXVIII. And be it further enacted, That the said Company shall at their own Expence, for ever after the said Bridge and Parapet Walls shall have been made and built, keep the same and the Works connected therewith, and also the Drains, Soughs, or Sewers which may be made for the Purpose of keeping the aforesaid Road, when lowered, widened, and enlarged, properly drained, in manner herein-before mentioned, in good and sufficient Repair, Order, and Condition.

For Protection of Mrs. Taylor and James Taylor, Esq.

LXIX. And whereas the said Railway is intended to be carried on the Northern Side of a certain Mansion House in the Township of *Todmorden* and *Walsden* in the Parish of *Rochdale* in the County of *Lancaster*, called *Todmorden Hall*, the Property of Mrs. *Ann Taylor* and *James Taylor* Esquire, and so on in a curved Direction through other Part of the *Todmorden Hall* Estate, and also through Two other Estates in the said Parish and in the Parish of *Halifax* belonging to the same Parties or One of them; be it therefore enacted, That every Part of the said Railway, in passing through the said Estate at *Todmorden*, shall be kept at least Seventy Yards from every Part of the said Mansion House; and that it shall not

be lawful for the said Company to make any Deviation from the Levels of the said Railway described in the Sections to the said Plans, where the same passes through the said *Todmorden Hall* Estate, unless the said Railway shall, in the Place where it shall so approach nearear, be made by means of a Tunnel, and not nearer even in that Case than Thirty Yards in any Part, without the Consent in Writing of both the said Parties and of the other Owners of the said Estates for the Time being.

For Protection of Todmorden Hall Estate.

LXX. And be it further enacted, That in making the said Railway through the said *Todmorden Hall* Estate no Land or greater Width of Land shall be taken for the Purposes thereof other than and except such as shall be absolutely and indispensably necessary for making the said Railway only.

Company not to trespass on the said Estate;

LXXI. And be it further enacted, That, notwithstanding any thing in this Act contained to the contrary, it shall not be lawful for the said Company, or for any of their Contractors, Servants, Agents, or Workmen, to take, interfere with, use, or enter upon, either permanently or temporarily, any Part of the said *Todmorden Hall* Estate, save and except only such Land as they may by this Act, and under the Provisions in that Behalf herein-before contained, be authorized or empowered to purchase and take permanently for the Line of the said Railway; and that before the said Company shall do any other Work upon any of the Lands of the said *Todmorden Hall* Estate so to be taken from the said Parties, the said Company shall at their own Expence separate the same Land and keep the same constantly separated from the adjoining Lands by good and sufficient Posts, Rails, Ditches, Mounds, and other good and substantial Fences.

nor to erect Buildings thereon.

LXXII. And be it further enacted, That it shall not be lawful for the said Company to erect, maintain, set up, or use (either for any permanent or temporary Purpose) upon any Part of the said *Todmorden Hall* Estate so to be taken from the said *Ann Taylor* and *James Taylor*, or either of them, any moveable or fixed Erection or Building whatsoever, or any stationary or fixed Engine, or any other Description of Works, save only the said Railway itself, without such Consent as aforesaid.

As to diverting Roads on the said Estate.

LXXIII. And be it further enacted, That in case the said Company shall divert or alter any of the Roads or Ways adjacent or nearer to the said *Todmorden Hall* Estate, such Alterations shall be so effected as to do as little Injury as may be to the said Parties, and in no Case shall any Road or Way, or any Part of any Road or Way whatsoever, be so diverted as to be brought within the said Estate.

Alkrington Colliery.

LXXIV. And whereas in the making of the said Railway hereby authorized to be made it will be necessary to interfere with a certain private Colliery Railway in the Township of *Chadderton* in the said County of *Lancaster*, now used by the *Alkrington* Colliery Company; be it therefore enacted, That the said Company of Proprietors hereby

incorporated shall not lower the present Level of the said private Railway and shall not elevate or raise the same Level more than Five Feet at the Point where the said public Railway is made to cross the said private Railway, or in any other Part thereof, and the Elevation or Rise shall be carried out to such an Extent on each Side of the Line of Crossing as will be the most advantageous for the Occupiers of the said private Railway; and if the said public Railway shall be made to pass over or under the said private Railway, the said Company of Proprietors shall erect a good and sufficient Bridge or other Edifice of Brick, Stone, or Iron over or under (as the Case may be) the said private Railway at the Point of crossing the same, which, if made over the said private Railway, shall allow a clear Height of Nine Feet from the Top Level of the Rails of the said private Railway, and an Opening of not less than Seventeen Feet Six Inches in Width, or Two Openings of not less than Nine Feet each in Width, and if made under the said private Railway shall allow the like Width, and shall have proper and sufficient Battlements, and the said Company of Proprietors hereby incorporated shall make and at all Times hereafter keep in repair the said Bridge or other Edifice, or any future Bridge to be erected in lieu thereof, and which shall be of the like Dimensions, Capacity, and Materials as herein-before mentioned, in good, perfect, and complete Repair; and in case Notice shall be given by any Agent or Clerk of the Partners in the said *Alkrington* Colliery Company to the said Company of Proprietors hereby incorporated, their Clerk or Agent, of any Want of Repair to the said Bridge or other Edifice, and if the said Company of Proprietors hereby incorporated shall not, for the Space of Thirty Days after the Service of such Notice, commence such Repair and proceed therein with all reasonable Expedition until the same shall be completed, the said Partners in the said *Alkrington* Colliery Company may, in case they shall see fit, from Time to Time repair or rebuild such Bridge or other Edifice, as the Case may require and the same Company may think necessary; and all the Expences thereof shall be repaid by the said Company of Proprietors hereby incorporated to the said Partners of the said *Alkrington* Colliery Company upon Demand in Writing, and in default of such Payment the said *Alkrington* Colliery Company shall and may sue for and recover the same against the said Company of Proprietors hereby incorporated by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Manner of making Railway over Ground of Messieurs Rhodes.

LXXV. Provided always, and be it further enacted, That in making the said Railway through the Garden of *Peter Rhodes* and *William Rhodes* Esquires, and the Reverend *James Armitage Rhodes*, situate in the Parish of *Leeds* in an Island formed by the River *Aire* and a certain Cut called *Knostrop Cut*, the said Company shall and they are hereby required to make and for ever maintain at their Expence a Viaduct or Passage through and under the said Railway, at such Part of the Embankment in the said Garden as the said *Peter Rhodes*, *William Rhodes*, and *James Armitage Rhodes* shall point out, of the Width of Twelve Feet, and of the clear Height of Nine Feet at the least from the present Surface of the Ground, with a good Roadway and Footpath therein, for the Purpose of preserving a Communi-

cation between the Two Portions of the said Garden, and also a Road or Way for the Owners of the said Garden for the Time being from the present Road leading to certain Mills on the other Side of the River called the *Hunslet Rolling Mills*, over the said River and across the said Railway, into each Side of the said Garden, with proper Slopes and Approaches, and of the Width of Ten Feet, and also shall at the like Expence erect and maintain a Stone Wall or Fence on each Side of the said Embankment of the Height of Five Feet in the least, with Stone Coping, and Entrance Gates in such Situation as shall be pointed out by the said *Peter Rhodes*, *William Rhodes*, and *James Armitage Rhodes*, and also shall not divert, alter, or in any way interfere with the present Course of the River *Aire* now running round the said Garden without the Consent in Writing of the said *Peter Rhodes*, *William Rhodes*, and *James Armitage Rhodes*, their Heirs or Assigns.

As to Bridge across the Earl of Cardigan's Railway.

LXXVI. And be it further enacted, That for the Purpose of carrying the said Railway over or across a certain Railway or Tramroad in the Township of *Alverthorpe cum Thornes* in the Parish of *Wakefield* in the County of *York*, belonging to the Right Honourable *Robert* Earl of *Cardigan*, in the Occupation of Messieurs *Joshua Smithson* and Company, the said Company shall erect a Bridge whereof the Span of the Arch shall be formed and shall at all Times be continued of such Width as to leave a clear and open Space under such Arch of not less than Sixteen Feet, and of a Height from the Top of the Rails of the said Railway already formed to the Centre of such Arch of not less than Fourteen Feet Six Inches.

Works to be erected in Elland for the Occupation of the Lands of the Earl of Scarbrough.

LXXVII. And be it further enacted, That for the more convenient Occupation of the Lands of the Right Honourable *John Savile* Earl of *Scarbrough*, situate in the Township of *Elland*, the following Works shall be constructed and at all Times maintained by the said *Manchester* and *Leeds* Railway Company, (that is to say,) an Archway under the said Railway, Fifteen Feet high to the Crown of the Arch, and Fourteen Feet wide, in the Close of Land numbered 47 in the said Plan deposited with the Clerk of the Peace, to communicate between Lands in the said Township in the Occupation of *Thomas Fenton Lambert* on each Side of the said Railway, and to be divided thereby; an Archway of the like Dimensions for carrying the said Railway over a Road numbered in the said Plan 56, running alongside of and communicating with certain Fields respectively numbered 58 and 65 in the said deposited Plan, for the Purpose of keeping up such Communication; an Archway under the said Railway of the like Dimensions, to communicate between the Land numbered 69 in the said deposited Plan and the Land opposite thereto lying on the South Side of the said Railway; a Bridge over the said Railway, with a Road of not less than Ten Feet in Width, to communicate between the Road numbered 26 in the said deposited Plan and the Land numbered therein 34; a Bridge over the said Railway, with a like Roadway carrying over the same the present Road leading to the *Tag Cut* Canal at the Land numbered 119 in the said deposited Plan; and a convenient Passage over or under the said Railway at

or

or near the Land numbered 102 in the said deposited Plan, to communicate with *Pitchforth*'s Mill.

Works to be erected in Thornhill for the Accommodation and Protection of the Earl of Scarbrough.

LXXVIII. And whereas it has long been the Intention of *Joshua Ingham* Esquire to lay a Railroad from the *Smithy Brook* Colliery in the Parish of *Thornhill* in the West Riding of the County of *York* (of which Colliery he is the Lessee under the said Earl of *Scarbrough*) to the new Cut or Canal now forming by the Company of Proprietors of the *Calder* and *Hebble* Navigation at the Back or East Side of *Hostingley House* in the said Parish: And whereas the said *Manchester* and *Leeds* Railway will pass between such Colliery and the said new Cut or Canal: And whereas the best Point for fixing a Coalstaith cannot be ascertained until such new Cut or Canal be made; be it further enacted, That the said Company hereby incorporated shall at their own Expence make and for ever thereafter support in a proper Plight and Condition, under the said *Manchester* and *Leeds* Railway, an Archway of sufficient Dimensions and in every other respect fit for the Passage and Return of Coal Waggons, laden and unladen, from and to the said Colliery, at such Place and in such Direction between certain Closes in the Township of *Thornhill*, numbered in the Plan of the said *Manchester* and *Leeds* Railway, deposited with the Clerk of the Peace at *Wakefield*, with the Numbers 30 and 38, as shall be directed in Writing by the said *Joshua Ingham*, his Executors, Administrators, or Assigns, and by the said Earl of *Scarbrough*, or the Person or Persons for the Time being seised of the Freehold of the said Colliery, within Six Weeks after they shall be required by the said Company to fix upon the Situation thereof.

Works not to approach within a certain Distance on the West Side of Mr. Ingham's Coalstaith, &c.

LXXIX. And be it further enacted, That the said *Manchester* and *Leeds* Railway, or any Branch thereof, or any of the Works connected therewith, shall not approach to the West Side of the Coalstaith occupied by the said *Joshua Ingham* with or in connexion with the *Mill Bank* Colliery in the said Parish of *Thornhill*, of which he is also the Lessee under the said Earl of *Scarbrough*, nearer than the Back of the Cottages in the same Parish (of which he is also the Lessee under the said Earl) occupied by *Edward Stead* and *Joseph Micklethwaite*; and that such Railway shall pass upon such a Level over the present lower Cart Road, occupied by the said *Joshua Ingham*, leading to the same Coalstaith, so that, without lowering such lower Cart Road more than Three Feet where such Railway shall cross it, an Archway can be made for the Passage of the said lower Cart Road under the said Railway at least Eight Feet in Height and of at least the present Width of such lower Cart Road; and the same Archway shall be made and put into and at all Times maintained in a proper Plight and Condition by and at the Expence of the said Company hereby incorporated, who shall also at their own Expence, in the event of the said lower Cart Road being lowered, run out or cause to be run out the Inclination of the same Road on each Side of such Archway to such a Distance as shall be necessary for the convenient Passage and Repassage of laden and unladen Coal Carts over or along the said lower Cart Road through or under such Archway.

LXXX. And

Archway to be made over Mr. Ingham's upper Cart Road.

LXXX. And be it further enacted, That the said Company hereby incorporated at their own Expence shall also make and for ever thereafter support another Archway under the said *Manchester* and *Leeds* Railway, Eight Feet high, and of the present Width of the upper Cart Road, occupied by the said *Joshua Ingham*, opposite to the said Cottages, and leading to the Breast Wall of the said lastly-mentioned Coalstaith, into which Coalstaith the Coal in Times of surplus Quantity is shot, such Archway to be over such upper Cart Road; but if the Level of the said Railway will not admit of the said upper Cart Road passing under it, then the said Company at their own Expence shall make a sufficient and easy Road for the Passage of the said upper Cart Road over the said Railway to the Top of the said Coalstaith, and, if necessary for that Purpose, shall raise the said Breast Wall, and make a proper and commodious Landing for the Carts, and shall for ever after making the same support the Works by which such Road shall be carried over the said Railway in a proper Plight and Condition.

If the Place for burning Stone at Mill Bank be taken by the Company, another to be provided by them.

LXXXI. And be it further enacted, That if the Place where the said *Joshua Ingham* at present burns his Stacks of Stone in the Stone Quarry at *Mill Bank*, for repairing the before-mentioned Cart Roads, shall be taken by the said Company for the Purposes of the said Railway under the Authority of this Act, another convenient Place in the said Quarry, approved of by the said *Joshua Ingham*, his Executors, Administrators, or Assigns, and by the said Earl of *Scarbrough*, or the Person or Persons for the Time being seised of the Freehold of such Quarry, shall at the Expence of the said Company be prepared and provided for the burning of such Stacks of Stone in future.

Further Works to be constructed at Thornhill in Lands of the Earl of Scarbrough.

LXXXII. And be it further enacted, That for the more convenient Occupation of the Lands of the said Earl of *Scarbrough* situate in the said Parish of *Thornhill* the following further Works shall be constructed and at all Times maintained by the said *Manchester* and *Leeds* Railway Company; (that is to say,) an Archway of Fifteen Feet high to the Crown of the Arch and Fourteen Feet wide, for carrying under the said Railway a Road numbered 15 in the said Plan, being the Communication between the Land numbered 30 on the said deposited Plan and the Closes of Land numbered thereon 11 and 17, or One of such Closes, for the Purpose of keeping open such Communication, such Archway to be made at a Point opposite *Hostingly House* where the present Road opens and will be intersected by the said Railway; and directly opposite the Bridge proposed to be built by the said *Calder* and *Hebble* Navigation Company over the aforesaid new Cut or Canal an Archway under the said Railway of the like Dimensions, in order to preserve the present Road numbered 83 in the said deposited Plan; a Bridge over the said Railway, with a Roadway of not less than Nine Feet in Width, to communicate between one Side of the Land numbered 18 in the said deposited Plan and the other Side thereof; another Bridge over the said Railway, with a Roadway of not less than Nine Feet in Width, to communicate between the Land numbered 106 in the said deposited Plan and the Land numbered 107 therein.

Bridle Road from Thornhill Hall to Offett to be so made as to be easily crossed on a Level.

LXXXIII. And be it further enacted, That at the End of the Occupation Lane or Bridle Road leading from *Thornhill Hall* towards *Ossett*, where the said Railway crosses the same Lane or Road, such Lane or Road shall be made by the said *Manchester* and *Leeds* Railway Company of such an Inclination on each Side of the said Railway as that the said Railway may be crossed easily and conveniently on a Level.

If Line of Railroad be varied, other convenient Works to be constructed.

LXXXIV. And be it further enacted, That if, under the Provisions of this Act, the Line of the said *Manchester* and *Leeds* Railway should be varied so as to render unnecessary or inconvenient any of the Works so as aforesaid to be constructed with reference to the Lands of the said Earl of *Scarbrough*, then and in such Case the said Earl of *Scarbrough*, or the Person or Persons for the Time being seised of the Freehold of the same Lands, his or their Heirs or Assigns, or his or their Tenants, shall not be prejudiced by such Variation as to the Means of Communication between such Lands, but such further or other Works shall be constructed and at all Times maintained by the said Company for the more convenient Occupation of such Lands, in lieu of those rendered unnecessary or inconvenient, as the said Earl of *Scarbrough*, or the Person or Persons so seised as aforesaid, shall reasonably require.

Bridges to be fenced.

LXXXV. And be it further enacted, That at each Side of each Bridge to be constructed for the better Occupation of the Lands of the said Earl of *Scarbrough* there shall be a Fence of the Height of Four Feet Six Inches at the least.

Special Provisions not to prejudice the Earl of Scarbrough's general Rights.

LXXXVI. Provided always, and be it further enacted, That the special Provisions herein contained as to the more convenient Occupation of the Lands of the said Earl of *Scarbrough* shall not prejudice or affect the Right of the said Earl or of the Person or Persons for the Time being seised of the Freehold of the said Lands, or his or their Tenants, to Compensation for Lands which may be taken or used by the said *Manchester* and *Leeds* Railway Company under the Powers of this Act, or for Damages or Losses which may be sustained by him or them, or his or their other Rights or Remedies under the general Provisions of this Act, save that in estimating any such Damages or Losses the Construction and maintaining by the said Company of the said Works shall be taken into account.

For Protection of the Estate of R.K. Dawson, Esquire.

LXXXVII. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to permit or authorize the said Company, their Agents or Workmen, or any other Person, to construct or make any Station, Wharf, Yard, Waiting, Loading, or Unloading Place, or to place any stationary Engine, in or upon any of the Lands or Grounds the Property of *Richard Kennett Dawson* Esquire, in the Townships of *Skircoat* and *Norland* in the Parish of *Halifax* and County of *York*, or to authorize and empower the said Company, their Agents or Workmen, or any other Person, to alter or vary the Line of the said Railway through or over the said last-

last-mentioned Lands or Grounds from the Line laid down in the Maps or Plans deposited with the Clerks of the Peace for the several Counties in or through which the said Railway is intended to pass, so as to bring this Railway or any Works near to the Mills and Works erected and built upon the said Lands and Grounds of the said *Richard Kennett Dawson*, known by the Name of the *Copley Mills*, or the Tail Goit thereof, without the Consent in Writing of the said *Richard Kennett Dawson*, his Heirs or Assigns, for that Purpose first had and obtained, or to authorize or empower the said Company, their Agents or Workmen, to take or use any Part of the said Lands or Grounds except such Part thereof as they are by this Act empowered and authorized to take for the actual Line of the Railway and the Embankments necessary to support the same, or to authorize or empower the said Company, their Agents or Workmen, or any other Person, to dig, take, or use any Gravel, Stone, or Soil from the Estate of the said *Richard Kennett Dawson*, or to work or manufacture thereon or on any Part thereof any Earth, Stone, Rubbish, Trees, Gravel, Sand, or other Materials or Things whatsoever, except for making the said Railway through the said Lands, without such Consent as aforesaid.

For preserving Waters and irrigating Drains in Copley Hall Estate.

LXXXVIII. And be it further enacted, That nothing herein contained shall extend to authorize or empower the said Company, their Agents, Servants, or Workmen, in the Execution of any Works by this Act authorized to be made, at any Time to drain, divert, or otherwise intermeddle with any Springs, Streams, Waters, Watercourses, irrigating Drains, or Reserves of Water, in the *Copley Hall* Estate, the Property of *Richard Kennett Dawson* Esquire, situate in the Parish of *Halifax* in the County of *York*, further than may be absolutely necessary and requisite for the Purpose of enabling the said Railway Company to carry into effect the Provisions of this Act; and in case any of the said Springs, Streams, Waters, Watercourses, irrigating Drains, or Reserves of Water shall be so drained, diverted, or otherwise intermeddled with by the said Company at any Time, in the Execution of the Powers of this Act, to the Prejudice or Injury of the said *Richard Kennett Dawson*, his Heirs or Assigns, then and in every such Case and so often as the same shall happen the said Railway Company shall forthwith effectually restore and reinstate the same, or make other ample Provision in lieu thereof to the Satisfaction of the said *Richard Kennett Dawson*, his Heirs or Assigns, or his or their Agents for the Time being, so as that he and they may enjoy the full Advantages thereof respectively as effectually as if the same had not been drained, diverted, or otherwise intermeddled with.

Not to prejudice Construction of Bridge over the River Calder near Copley Mills.

LXXXIX. And be it further enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away, in constructing the Bridge proposed to be made over the River *Calder* immediately over the Tail Goit of *Copley Mills*, belonging to the said *Richard Kennett Dawson*, any of the Rights, Privileges, Powers, or Authorities vested in the said *Richard Kennett Dawson* in the said River *Calder*, nor empower the same Railway Company to narrow the

Section of the said River so as to pound, dam up, obstruct, or impede the Waters thereof.

Arch ever the Road to Copley Mills.

XC. And be it further enacted, That in the Formation of such Part of the said Railway as is intended to be made on the said Estate and Property of the said *Richard Kennett Dawson*, known by the Name of the *Copley Hall Estate*, the said Company shall and they are hereby required to make and leave, and for ever hereafter to maintain and keep in perfect Repair, One arched Opening of at least Twenty-one Feet in Width and of Sixteen Feet at least in Height, or of such greater Height, suited to the Purposes of the said Mill, as may hereafter be agreed upon between the said Parties, above the Surface of the Road leading from *Copley Hall* to *Copley Mills* aforesaid, for a Carriageway under the said Railway: Provided always, that the Height of such arched Opening exceeding Sixteen Feet shall not interfere with the Levels of the said Railway.

Limiting the Power of using Mr. Sladen's Land.

XCI. And be it further enacted, That nothing in this Act contained shall extend to or be construed to extend to permit or authorize the said Company, their Agents or Workmen, or any other Person, to construct or make any Station, Wharf, Yard, Waiting, Loading, or Unloading Place, or to place any stationary Engine, in or upon any of the Lands or Grounds of *Thomas Sladen* in the Township of *Norland* in the said West Riding, or to authorize or empower the said Company, their Agents or Workmen, or any other Person, to alter or vary the Line of the said Railway through or over the said last-mentioned Lands or Grounds, so as to construct the same nearer to the Dwelling House, Stables, and Mill erected upon the said Premises of the said *Thomas Sladen*, than the Line laid down in the Maps or Plans and Sections deposited with the Clerks of the Peace for the several Counties in or through which the said Railway is intended to pass, without the Consent in Writing of the said *Thomas Sladen*, his Heirs or Assigns, for that Purpose first had and obtained, or to authorize or empower the said Company, their Agents or Workmen, to take or use any Part of the said last-mentioned Lands, except such Part thereof as they are by this Act empowered and authorized to take, making full Compensation for the same and for the Injury done to the Property of the said *Thomas Sladen* thereby, for the actual Line of the said Railway, or to authorize or empower the said Company, their Agents or Workmen, or any other Person, to dig, take, or use any Gravel from the said last-mentioned Lands or Grounds, or to work or manufacture thereon or on any Part thereof any Earth, Stone, Rubbish, Trees, Gravel, Sand, or other Materials or Things, except for making the said Railway through the said Land, without such Consent as aforesaid.

Company not to injure the Spring of Water at Weasel Hall.

XCII. Provided always, and be it further enacted, That in making and executing the said Railway the said Company shall not destroy, cut off, or injure a certain Spring of Water now rising at *Weasel Hall*, and at present divided into Two equal Parts, one running to the Stubbing over the Canal Bridge opposite to a Dwelling House in the Occupation of *James Hodgson*, and the other running to *Hibble End*,

but

but shall preserve and maintain the said Spring in its present Quantity and Purity, and by proper Culverts, Syphons, and other Works, to be made and for ever maintained by the said Company at their Expence, shall convey the Water arising therefrom without Loss to the respective Places to which it now runs.

Company may contract for the Works.

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

Power to take Lands, &c.

XCIV. And be it further enacted, That for the Purposes of this Act the said Company, their Deputies, Contractors, Servants, Agents, Surveyors, and Workmen, and other Persons by them authorized, are hereby empowered to enter into and upon the Lands of any Person or Corporation whatsoever according to the Provisions and Restrictions of this Act, 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, and in or upon 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 proper or necessary for making, maintaining, altering, repairing, or using the said Railway or other Works by this Act authorized, or which may obstruct the making, maintaining, altering, repairing, or using the same respectively, according to the true Intent and Meaning of this Act; and also, for the Purposes and according to the Provisions and Restrictions of this Act, to make or construct in, under, upon, across, or over the said Railway or other Works, or in, under, upon, across, or over any Lands, or any Hills, Vallies, Streets, Roads, Railways, or Tramroads, Rivers, Canals, Brooks, Streams, or other Waters, such Inclined or other Planes, Tunnels, Embankments, Bridges, Aqueducts, Conduits, Syphons, and Drains, either temporary or permanent, Roads, Ways, Passages, Weirs, Dams, Piers, Arches, Cuttings, and Fences, and also to erect and construct such Houses, Wharfs, Warehouses, Toll Houses, Landing Places, Engine Houses, and other Buildings, Engines, Machinery, Apparatus, and other Works and Conveniences for the Purposes of this Act, as they shall think proper; and also to alter the Course of any Rivers, Canals, Brooks,

Streams, or Watercourses as may be necessary for constructing and maintaining Tunnels, Bridges, or Passages, whether temporary or permanent, under or over the same; and also to divert or alter the Course of any Rivers or Streams of Water, Roads or Ways, or to raise, sink, or deepen any such Rivers, Streams, 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 from Time to Time to alter, repair, or discontinue the before-mentioned Works or any of them, and to substitute others in their Stead; and to do and execute all other Matters and Things necessary or convenient for constructing, maintaining, altering, or repairing and using the said Railway and the other Works by this Act authorized; they the said Company, their Deputies, Contractors, Agents, Servants, and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and the said Company making full Satisfaction in manner herein-after mentioned to all Persons and Corporations 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, including also the Expences of all Abstracts of Titles and other Expences of deducing the Title to the several Lands to be taken and used by virtue of such Powers; and this Act shall be sufficient to indemnify the said Company and all other Persons whomsoever for what they or any of them shall do by virtue of the Powers hereby granted, subject nevertheless to such Provisions and Restrictions as are herein mentioned and contained.

Provision for Deficiencies of Land Tax, &c.

XCV. And whereas by reason of the Exercise of the Powers by this Act granted there may be Deficiencies in the Assessments for Land Tax in the several Parishes or Townships through or in which the several Works hereby authorized may pass or be situate; be it therefore enacted, That the said Company shall, when and so soon as they shall have become seised and possessed by virtue of this Act of any Premises charged with the Land Tax, and until the Works hereby authorized to be made shall be completed and assessed to such Land Tax (unless the said Company shall think fit to redeem the same under the Powers of the Acts for the Redemption of the Land Tax), be subject and liable from Time to Time to pay and make good to or in aid of the said several Parishes or Townships, out of the Monies to arise by virtue of this Act, all such Sums of Money as shall be deficient in the said several Assessments for Land Tax within the said several Parishes or Townships by reason or means of taking 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 of the said Company, or the Collector or Receiver of the several Rates, Tolls, or Sums by this Act granted, as herein-after mentioned, is hereby required to pay all such Deficiencies, on Demand thereof, to the Collector or Collectors of the said Assessments.

XCVI. And

Breadth of Land to be taken for the Railway.

XCVI. 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 where a greater Breadth shall be judged necessary for Carriages to wait, load, or unload, and to turn or pass each other, or for raising Embankments for crossing Vallies or low Grounds, or in Cuttings, or for the Erection or Establishment of any Stations, Warehouses, Wharfs, Toll Houses, Machinery, Erections, and Buildings, and except at or near to the Terminations of the said Railway, and also except on Commons, Downs, or Waste Lands, unless with the Consent of the Owners and Occupiers of any Lands which the said Company shall be desirous of appropriating for the Purpose of obtaining greater Space for the Purposes of making the said Railway, and the Works and Conveniences thereto belonging.

Providing for Injury to Roads, &c.

XCVII. Provided also, and be it further enacted, That in all Cases wherein, in the Exercise of any of the Powers hereby granted, any Part of any Carriage or Horse Road or Foot Road, Railway or Tramroad, Quay or Wharf, 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 or Carriages, or for the transporting, carrying, conveying, landing, shipping, or depositing of any Goods or Merchandize, or to the Persons entitled to the Use thereof, the said Company shall at their own Expence, before any such Road, Quay, or Wharf shall be so cut through, raised, sunk, taken, or injured as aforesaid, cause a good and sufficient Carriage or Horse Road, Railway or Tramroad (as the Case may require), to be set out and made instead thereof, as convenient for Passengers and Carriages, or for the transporting, carrying, conveying, landing, shipping, or depositing of any Goods or Merchandize, as the Road, Quay, or Wharf to be cut through, raised, sunk, taken, or injured as aforesaid, or as near thereto as may be, and shall cause the same to be put into good and substantial Order and Condition, where the former Road cannot be more easily restored; and where the Road cut through, raised, sunk, or injured shall be a Turnpike Road, the substituted Road, if temporary, shall be set out and made as aforesaid, and the principal Road shall be restored within Six Months after the Commencement of the Operation; and the Railway, where it shall cross or run within the Distance of Twenty Yards from the Side of any Turnpike Road, shall be made, fenced off, and kept in repair, so as to prevent Inconvenience or Obstruction to the Passage along such Turnpike Road, or Accidents thereon.

Railway not to cross Turnpike Roads on a Level.

XCVIII. 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 the said Turnpike Road, at the Expence of the said Company, by means of a Bridge, where not otherwise provided for by this Act, of such Construction as is herein-after mentioned.

Height of Ledge of Rails in crossing public Roads.

XCIX. And be it further enacted, That where the said Railway shall cross any public Highway other than a Turnpike Road the Ledge or Flanch of such Railway, for the Purpose of guiding the Wheels of the

the Carriages thereupon, shall not rise above or sink below the Level of such Road more than One Inch.

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

C. And be it further enacted, That where any Bridge shall be erected by the said Company for the Purpose of carrying the said Railway over or across any Turnpike Road or other 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 Thirty Feet for such Turnpike Road, and of not less than Fifteen Feet for such public Carriage Road, and of a Height from the Surface of such Road to the Centre of such Arch of not less than Sixteen Feet, and the Descent under such Bridge shall not exceed One Foot in Thirteen Feet.

Proviso as to Bridges carrying Railway over the Todmorden Roads.

CI. Provided always, and be it enacted, That, with respect to the Bridges to be erected by the said Company for carrying the said Railway over any of the *Todmorden* Turnpike Roads, the Span of the Arch of every such Bridge shall be formed and shall at all Times be and be continued of such Width as to leave a clear and open Space under every such Arch of not less than Thirty Feet, and that every such Bridge shall be of a Height from the Surface of such Road to the Soffit of the Arch of not less than Eighteen Feet, except the Bridge (if any) to be erected at or near *Cricket Well* in *Stansfield*, which shall not be required to be of greater Height than Fifteen Feet from the present Surface of the Road there.

Regulating Bridges for carrying public Roads over Railway.

CII. And be it further enacted, That where any Bridge shall be erected for carrying any Turnpike Road or any public Carriage Road over the said Railway, the Road over such Bridge shall be formed and shall at all Times be continued of such Width as to leave a clear and open Space between the Fences of such Road of not less than Thirty Feet for such Turnpike Road, nor less than Fifteen Feet for such public Carriage Road not being a Turnpike Road; and the Ascent of every such Bridge for the Purpose of such Road shall not be more than One Foot in Twenty-five Feet, and with respect to any private Carriage Road, if the Inclination thereof shall be increased, the same shall not be more than One Foot in Thirteen Feet; and a good and sufficient Fence shall be made, and at all Times thereafter continued and repaired, by and at the Expence of the said Company, on each Side of every such Bridge, which Fence shall not be less than Four Feet above the Surface of the Road over such Bridge: Provided nevertheless, that the Regulations herein-before contained respecting the Ascent or Descent of Turnpike Roads or public Carriage Roads over or under the said Railway shall not apply where the Inclination of such Roads shall not be increased or altered by the making of the said Railway.

Proviso as to Bridges carrying the Todmorden

CIII. Provided always nevertheless, and be it enacted, That, with respect to the Bridges to be erected by the said Company for carrying any of the *Todmorden* Turnpike Roads over the said Railway, the

the Ascent of every such Bridge for the Purpose of such Road shall not be more than One Foot in Thirty Feet. Roads over Railway.

CIV. Provided also, and be it further enacted, That after the Construction of any Bridge or Bridges over or under any of the *Todmorden* Turnpike Roads and the Works connected therewith, pursuant to the Directions herein contained, the said Company shall and they are hereby required at all Times to keep in repair the said Bridges, and the Battlements, Walls, Fences, and Embankments thereof, and of the Approaches thereto; and such Approaches and the Road over such Bridges shall, in the first instance, be properly formed of good and sufficient Road Materials, by and at the Expence of the said Company, to the Satisfaction of the Surveyor or Surveyors for the Time being to the Trustees of the said *Todmorden* Turnpike Road, or such of them over or under which such Bridges shall be made, but the said Company shall not thereafter be required to repair or keep in repair such Road when once properly formed. Company to keep in repair the Bridges over and under the Todmorden Roads.

CV. And whereas the Line of the said Railway will cross the Turnpike Road leading from *Oldham* in the County of *Lancaster* to *Rochdale* in the same County at a Part where the Line of the said Turnpike Road ascends the Side of a Hill or rising Ground near *Lower Place* in the Parish of *Rochdale*, and it will be necessary to lower the Bed of the said Turnpike Road at the Place where the said Railway will cross the same in order to maintain a proper Level in the Line of the said Railway, and to allow of a sufficient Space under the Bridge whereon the said Railway is to be carried across the said Turnpike Road for the Passage of Coaches, Waggons, and other Carriages along the said Road, and it is expedient that Provision should be made for preserving a proper Level in the Line of the said Turnpike Road; be it therefore further enacted, That it shall not be lawful for the said Company to carry the Line of the said Railway or to make the same across the said Road unless the same shall be carried and made at their own Expence over the said Road by means of a Bridge of the Width of Thirty Feet at the least, for the Purpose of forming a clear Carriage Road of Twenty-four Feet wide and a Footpath of Six Feet wide, exclusive of Pillars or Piers which may be placed between the Footpath and the Crariage Road, and of the Height of Eighteen Feet at least from the Surface of the said Road to the Underside of the said Bridge so as to leave a clear and uninterrupted Headway under the said Bridge of Eighteen Feet at the least, and the said Bridge on the Underside thereof shall be made horizontal, and not arched, for the whole Space of Twenty-four Feet wide at the least over the said Carriage Road; and in case it shall be expedient to lower the Surface of the said Road for the Purposes aforesaid, then it shall not be lawful for the said Company to lower or alter the present Bed of the said Road unless the same shall be lowered at their own Expence on both Sides of such Bridge, as well on the ascending Side as on the descending Side, so that when the Alteration shall be completed the Ascent on the said Road Northwardly towards the Summit of the Hill from the said Bridge, so far as the Alterations Regulations as to lowering the Road &c. between Oldham and Rochdale.

therein shall extend, shall not exceed One Foot in Height for every Forty-five Feet in Length, and so that the Inclination of the said Road from the said Bridge Southwardly shall not exceed One Foot in every One hundred Feet on any Part of the Road so to be made or altered; and the said Company shall at their own Expence make all new Fences, Drains, and Works, and alter all existing ones, and relay and reform the said Road, and perform all other Matters and Things that may be rendered necessary by the forming of the said Railway, and also at their own Expence make and at all Times keep in repair good and sufficient Drains or Culverts for the Purpose of draining and laying dry so much of the said Road as shall be lowered or altered as aforesaid; and the Alteration of the Surface or Bed of the said Road shall be so made and constructed under the Superintendence and Direction of the Trustees of the said Road, or of the Surveyor or other Person authorized by the said Trustees to act on their Behalf in the Premises.

Railway to pass under New Hey and Rochdale and Oldham and Middleton Road.

CVI. And whereas the said Railway is intended to pass under the Turnpike Road leading from *New Hey* to *Rochdale* at or near to a Place called *Fir Grove*, situate in the Township of *Butterworth* in the said County of *Lancaster*, and also under the Turnpike Road leading from *Oldham* to *Middleton*, at or near to the *Cock* Public House in the Township of *Tonge* in the said County; and in order to protect the said Roads from Injury, be it enacted, That the said Company shall and they are hereby required at their own Expence to erect proper and sufficient Bridges, with substantial Stone Battlements Four Feet in Height on the Sides thereof, for conveying or carrying the said Turnpike Roads respectively over the said Railway, and form and substantially make Approaches to and over the said Bridges, with good Fences, Walls, and Embankments to the same, which said Bridges and Approaches shall not be less than Twenty-four Feet wide within the Fences; and that the said Roads shall not be so altered as to rise or fall more than One Foot in Height for every Thirty Feet in Length, and that the said Company shall for ever afterwards keep the said Bridges, Battlements, Walls, Fences, and Embankments in good Order and Repair.

Bridges over the Rochdale and Halifax Turnpike Road to leave a clear Way of Twenty-four Feet in Width and Eighteen Feet in Height.

CVII. And be it further enacted, That at the Places where the said Railway shall cross the *Rochdale* and *Halifax* Turnpike Road at the *Rake* Public House near *Littleborough*, and at *Sowerby Bridge*, the said Railway Company shall at their own Expence erect and build and for ever afterwards repair and maintain at each such Place a good, firm, and substantial Bridge of Brick or Stone, or both, the Span whereof between the Abutments shall be at least Twenty-four Feet, and the Height thereof shall be Eighteen Feet from the Surface of the Road to the Underside of the Arch in the Centre, and the Arch shall be formed as an Ellipse, and at each of the Outsides of the Abutments thereof there shall be proper and sufficient Footpaths of the Width of Six Feet, which shall in like Manner be made and maintained at the Expence of the said Railway Company.

Where the Railway crosses public

CVIII. And be it further enacted, That in all Cases in which the said Railway shall cross any public Carriageway on a Level the said

Company shall at all Times maintain a good and sufficient Gate on each Side of such public Carriageway across the said Railway at the Point where the said Railway shall cross the same; all which Gates shall be constantly kept shut by some Person to be appointed by the said Company, except during the Times when Carriages passing along the said Railway shall have to cross such public Carriageway, and then the same shall be opened for the Purpose only of letting such Carriages pass through; and the said Gates shall be so constructed as, when open for the Passage of Carriages along the said Railway, they shall close the Passage of the said public Carriage Road across the Railway, and the Person entrusted with the Care of such Gates shall cause every such Gate to be shut as soon as the Carriages upon the said Railway shall have passed through, under the Penalty of Forty Shillings for every Default therein.

Highways on a Level the Company to erect Gates at each Side.

CIX. And be it further enacted, That the said Railway shall not be made across any Street or Highway or public Footpath on the Level, without the previous Consent in Writing of some Two Justices of the Peace for the County acting for the Division within which the Street or Highway or Footpath 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: Provided nevertheless, that the said Company, and all other Persons and Corporations, who may think themselves aggrieved by any Determination, Consent, or Refusal of Consent of the said Justices herein, shall have Power of Appeal in the same Manner and under the same Provisions and Restrictions as are ordered and directed in Cases of Appeal to the Justices of Peace in Quarter Sessions assembled by an Act passed in the Fifth and Sixth Years of the Reign of His present Majesty, intituled *An Act to consolidate and amend the Laws relating to Highways in that Part of* Great Britain *called* England.

Railway not to cross Highways on a Level without the Consent of Two Justices.

5 & 6 W. 4. c. 50.

CX. And be it further enacted, That the said Company shall at their own Expence, after any Part of the said Railway shall have been laid out and formed, forthwith or from Time to Time make and erect and from Time to Time maintain such and so many convenient Gates in and 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 for the said County Palatine of *Lancaster* or for the West Riding of the County of *York* shall from Time to Time judge necessary and appoint, (in case there shall be any Dispute about the same,) for the Use of the Owners and Occupiers of the respective Lands through which such Railway shall be made, and for the commodious Use and Occupation of the Lands or of any Person having a Right of Way over any 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

Company to erect Gates, &c. for Protection of adjoining Lands.

such Gates, Bridges, Arches, Hollows, Gulverts, 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 Deputies, Contractors, Agents, Surveyors, and Workmen, are hereby authorized and empowered to enter into and upon all Lands adjoining the said Railway, and to load and carry the Materials for making and 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 making reasonable Satisfaction and Compensation to the Owner or Occupier of such Lands for every Damage that may be done thereby; 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 Thirty Days next after the Time to be appointed for those Purposes respectively by such Justices, or in case any Damage shall arise in consequence of the Omission to erect and maintain any such Fences as aforesaid, 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 maintain and repair, such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as the said Justices shall have before directed or appointed to be made and erected as aforesaid, so that in making, erecting, repairing, or maintaining such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid the said Railway, or any of the Works by this Act authorized to be made or 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; and all the reasonable Costs and Charges thereof, and the Amount of any Damage sustained by reason of such Omission as aforesaid, in case the same shall not exceed Ten Pounds, to be settled and allowed by the said Justices, shall be repaid to the respective Owners or Occupiers of the said Lands who shall have so made and erected, repaired and maintained, such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid, by the said Company, within the Space of Fourteen Days next after the same shall have been so settled and allowed, and an Account and Demand in Writing shall have been delivered to and made from the said Company; and in default of Payment of the said Costs, Charges, and Damages within the Time aforesaid the said Justices are hereby required by Warrant under their Hands and Seals to levy the said Costs, Charges, and Damages by Distress and Sale of any of the Goods and Chattels of the said Company, for the Use of the Party or Parties to whom such Costs, Charges, and Damages 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; or the said Owners or Occupiers, upon Refusal or Neglect by

by the said Company to pay the said Costs and Charges as aforesaid, shall and may also have such and the like Remedy against them for the Recovery thereof by Action at Law, to be commenced and prosecuted in such Manner as in other Cases is by this Act directed: Provided always, that no 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 or in any Place or Manner at or in which the same would, if so made or erected, prevent or obstruct the working or using of the said Railway.

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

CXI. And be it further enacted, That if any of the Owners or Occupiers of any Lands through which the said Railway shall be made shall at any Time apprehend that any of the Gates, Bridges, Arches, Hollows, Culverts, Ditches, Fences, Drains, and Passages which the said Justices shall have so directed or appointed to be made or erected by the said Company are insufficient either in Number or Situation for the commodious Use and Occupation of the respective Lands through which the said Railway shall pass, it shall be lawful for 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, to make and erect, at the Costs and Charges of such Owner or Occupier, any other Gates, Bridges, Arches, Hollows, Culverts, Ditches, Fences, Drains, or Passages of the same or like Construction or Form with those made and erected by the said Company over, under, along, or leading to or from the said Railway, in such Places as shall be found and adjudged most convenient for the better Use, Cultivation, Improvement, or Occupation of such Lands; and such Gates, Bridges, Arches, Hollows, Culverts, Ditches, Fences, Drains, and Passages shall thenceforth be repaired and maintained by and at the Expence of the respective Owners or Occupiers for the Time being of the respective Lands the respective Owners or Occupiers of which shall have made or erected the same, so that the Passage to or upon the said Railway be not prevented or obstructed thereby for any longer Space of Time or in any other Manner than shall be unavoidably necessary.

For fencing off Railway through private Lands.

CXII. And be it 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 by good and sufficient Posts, Rails, Hedges, Ditches, Mounds, or other Fences, in case the Owners of such Lands adjoining the said Railway and other Works, or any of them respectively, shall at any Time desire the same to be fenced off, and shall make and maintain all necessary Gates and Stiles in all such Fences to be made as aforesaid (all such Gates being made to open towards such Lands, and not towards the said Railway); and in every such Case the Powers, Provisions, Directions, and Regulations herein-before contained with respect to the Gates and other Works aforesaid shall extend and apply to the making and maintaining of such Fences,

and the Gates and Stiles in such Fences, as fully and effectually to all Intents and Purposes as if the said Powers, Provisions, Directions, and Regulations were here repeated and enacted with respect to such Fences, Gates, and Stiles.

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

CXIII. And be it further enacted, That the said Company shall and they are hereby required from Time to Time at their own Expence to make such Arches, Tunnels, Culverts, Drains, or other Passages over, under, or by the Side of the said Railway and the Fences on the Sides thereof respectively, of such Breadth, Depth, and Dimensions as shall be sufficient at all Times to convey the Water as clearly from the Lands adjoining or lying near to the said Railway as before making the said Railway, without obstructing or impounding the same Water to the Prejudice of any of the said Lands, 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 as easy Access as before to their ancient Watering Places, 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 and lawfully be obtained for that Purpose; and it shall be lawful for the said Company and they are hereby required from Time to Time to make such and so many Watercourses and Drains by the Side of, along, or under the said Railway, or in, through, over, and across any Lands thereunto 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 said County Palatine of *Lancaster* or for the West Riding of the County of *York* shall from Time to Time judge necessary and appoint, in case there shall be any Dispute about the same, for the Purpose of conveying Water from such Rivers, Brooks, or Springs, or other Sources or Feeders, to the said Watering Places respectively; and all such Arches, Tunnels, Culverts, Watercourses, Drains, and other Passages shall from Time to Time be supported, maintained, cleansed, and kept in good and sufficient Repair by the said Company; and if at any Time after Fourteen Days Notice in Writing shall have been given by or on the Behalf of any Owner or Occupier of Land adjoining or lying near to the said Railway to the said Company that the said Arches, Tunnels, Culverts, Drains, Watercourses, or other Passages, or any of them, are not made, or being made are not cleansed, maintained, and repaired according to the true Intent and Meaning of this Act, it shall be lawful for any Person to apply for an Order in Writing from any Two or more Justices of the Peace for the said County Palatine of *Lancaster* or for the West Riding of the County of *York*, from Time to Time as often as there shall be Occasion (and the said Justices are hereby respectively empowered at their Discretion to make and grant such Orders as aforesaid), enabling such Person to make or cleanse and repair such Arches, Tunnels, Culverts, Watercourses, Drains, and other Passages accordingly; and the reasonable Expences thereof (to be ascertained by such Justices) shall be defrayed by the said Company; and in case of

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 the Owners of adjoining Land to make Branches to communicate with Railway.

CXIV. And be it further enacted, That nothing in this Act contained shall prevent the respective Owners and Occupiers of Lands or Mines or Minerals next or adjoining 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 other Persons, and not otherwise, any collateral Branches from their respective Lands or Mines 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 Passage of the said Railway; and the said Company shall not receive any Rate, Toll, or Sum for the passing of any Goods or other Things along such Branches so to be made by such Owners or Occupiers or Persons 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 Places where they shall have erected or set up any Building, Steam Engine, Works, Machinery, or Yard, or in any Places which they shall have appropriated or set apart for any specific Purpose with which such Communication would interfere, nor upon any Inclined Plane, nor in any Tunnel, nor upon any Bridge or Archway, nor upon any Embankment exceeding Ten Feet in Height, within Four Miles of the Town of *Manchester;* and in case any Disagreement or Difference shall arise between any such Owners or Occupiers or other Persons and the said Company as to the proper Places for making any such Opening in the Ledges or Flanches of the said Railway for the Purpose of such Communication, then the same shall be left to the Decision of any Two Justices of the Peace for the County Palatine of *Lancaster* and for the West Riding of the County of *York*, or such of them where such Disagreement or Difference may arise, whose Determination shall be binding; and such Justices are hereby authorized and empowered to take cognizance of all such References, and to act therein accordingly.

Road may be made across the Railway by the Owners of adjoining Lands.

CXV. Provided always, and be it further enacted, That nothing herein contained shall extend to prevent any Owner or Occupier of any Lands or Mines or Minerals near or adjoining the said Railway from making any Railway, common Road, Watercourse, Bridge, or Culvert to, from, over, or under the said Railway hereby authorized to be made by the said Company, and from using such Railway, common Road, Watercourse, Bridge, or Culvert so to be made for the Benefit of himself or herself and of all other Persons to whom he or she may from Time to Time give Leave, so that such Railway, common Road, Watercourse, Bridge, or Culvert do no Injury

Injury to and do not prevent the free Passage upon the Railway hereby authorized to be made by the said Company; and all such Railways, common Roads, Watercourses, Bridges, and Culverts shall be made and erected under the Superintendence of the Engineer of the said Company, and according to a Plan and Specification to be submitted to and approved of by such Engineer previously to the commencing of such Railways, common Roads, Watercourses, Bridges, and Culverts respectively: Provided always, that if such Engineer shall refuse or neglect for the Space of Fourteen Days after such Plan and Specification shall have been submitted to him to approve of the same, then it shall be left to any Two of His Majesty's Justices of the Peace for the County or Riding where the said Lands lie to determine whether or not any such Plan and Specification shall be adopted, or whether any and what Alteration shall be made therein, and such Justices are hereby required to take cognizance of the Matters so referred to them: Provided nevertheless, that in case any Damage or Obstruction shall be thereby done or occur to or in the Railway or Works by this Act authorized to be made by the said Company, the same shall be forthwith repaired or removed (as the Case may be) by and at the Expence of the respective Owners or Occupiers of the Land for whose Benefit any such other Railway, common Road, Watercourse, Bridge, or Culvert may be made or continued; and if the same shall not be forthwith done it shall be lawful for the said Company to repair such Damage or to remove such Obstruction, and to recover the Expences attending the same, in case of Refusal or Neglect to pay the same within Fourteen Days after Demand thereof, by Distress and Sale of the Goods and Chattels of such respective Owners or Occupiers, in case the same shall not exceed Twenty Pounds, or in case the same shall exceed Twenty Pounds by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

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

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

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

CXVII. And be it further enacted, That if in the Execution of any of the Powers of this Act any Land shall be cut through and divided, so that what shall be left thereof on both Sides or on either Side of the said Railway shall be less than Half an Acre in Quantity, and if the Owner of any such Land shall not have any other Land adjoining to that which shall be so left on either Side of the said Railway, then and in every such Case, if such Owner shall so require, but not otherwise, the said Company shall also purchase the Land so left on both or on either of the Sides of the said Railway, being less than Half an Acre in Quantity as aforesaid, the Value thereof to be

ascertained, if the Parties differ about the same, in the same Manner as is directed concerning any Land to be taken or used for the Purposes of this Act; or in case such Owner as aforesaid shall have any other Land adjoining to that which shall be so left, he may require the said Company at the Expence of such Company to throw the same into the adjoining Land of such Owner by removing the Fences and levelling the Sites thereof, and soiling the same, in a sufficient and workmanlike Manner.

Empowering Company to purchase Sixty Acres of Land for Wharfs, &c.

CXVIII. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to contract with any Person or Corporation who shall be willing to sell the same for the Purchase of any Lands, not exceeding in the whole Sixty Acres, in addition to the Lands herein-before authorized to be taken and used, in such Places as shall be deemed eligible, for the Purpose of making and providing Stations, Yards, Staiths, Wharfs, Warehouses, and other Buildings and Conveniences for the Accommodation of Passengers, or for receiving, depositing, loading, weighing, or keeping any Cattle, or any Goods, or other Articles, Matters, or Things, conveyed or intended to be conveyed upon the said Railway, or for making convenient Roads or Ways thereto, or for any other Purposes whatsoever connected with the Undertaking by this Act authorized, which the said Company shall judge requisite.

Power for the Company to sell Lands, &c. not required for Yards, Warehouses, &c., and afterwards to purchase other Lands and so sell again within prescribed Limit.

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

Persons under legal Disability empowered to sell and convey Lands.

CXX. And be it further enacted, That after any Lands intended to be taken or used for the Purposes of this Act shall have been set out and ascertained it shall be lawful to and for all Corporations, Tenants in Tail or for Life, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees, and Feoffees in Trust for charitable or other Purposes, Committees, Executors, and Administrators, and all Trustees and Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy after them, if incapacitated, and for and on behalf of their Wives, Wards, Lunatics, and Idiots respectively, in such Manner and to the same Extent as such Wives, Wards, Idiots, or Lunatics in case they had been sole, of full Age, and of sound Mind,

and for and on behalf of their Cestuique Trusts, (whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons,) and to and for all Femes Covert seised, possessed of, or in terested in their own Right, or entitled to Dower or other Interest in, and to and for all other Persons whomsoever seised, possessed, of or interested in any such Lands, to contract for, sell, and convey the same or any Part thereof unto the said Company; and all such Contracts, Sales, and Conveyances shall be made at the Expence of the said Company, and shall be made according to the following Form, or as near thereto as the Number of the Parties and the Circumstances of the Case will admit; namely,

Form of Conveyance.

'I of in consideration of the Sum of to me, [*or, as the Case may be*, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Exchequer *ex parte* the *Manchester* and *Leeds* Railway Company, *or* to *A. B.* of and *C. D.* of Two Trustees appointed to receive the same,] pursuant to the Act after mentioned, paid by the *Manchester* and *Leeds* Railway [*or* the said] 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*], do hereby convey [*or, in Cases of Copyhold or Customary Lands requiring Surrender*, do hereby agree to surrender,] to the said Company, their Successors and Assigns, all [*describing the Premises to be conveyed or agreed to be surrendered*], together with all Ways, Rights, and Appurtenances thereunto belonging, and all such Estate, Right, Title, and Interest in and to the same and every Part thereof as I am or shall become seised or possessed of, or am by the said Act capacitated or empowered to convey [*or* surrender], to hold the Premises to the said Company, their Successors and Assigns for ever, according to the true Intent and Meaning of the said Act. In witness whereof I have hereunto set my Hand and Seal the Day of in the Year of our Lord .'

And all such Conveyances and Agreements to surrender as aforesaid shall be valid and effectual in the 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, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever of and in the same; but although Terms shall be merged they shall in Equity afford the same or the like Protection and Priority as if they were assigned and kept on foot in Trust for the Company, and to attend the Reversion and Inheritance.

Restraining Company from purchasing more than Sixty Acres of Land for additional

CXXI. And whereas the said Company, in addition to the Lands hereby authorized to be taken for making the said Railway and other Works, are enabled to purchase of Persons and Corporations willing to sell the same Sixty Acres of Land by virtue of this Act, for the Purpose of providing additional Stations, Yards, Wharfs, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Con-

Conveniences, and all Persons and Corporations whomsoever are empowered to sell such Number of Acres to the said Company: And whereas it is expedient to restrain the said Company from selling Lands so purchased from Persons and Corporations being under legal Disability or Incapacity, and again purchasing other Lands from the same or from any other Persons or Corporations being under legal Disability or Incapacity, in lieu 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 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 Sixty Acres; and in case the said Company shall purchase such Sixty Acres from any Person or Corporation under such legal Disability or Incapacity as aforesaid, and shall afterwards sell the Whole or any Part of such Sixty 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 Person or Corporation being under legal Disability or Incapacity, nor for the same nor for any other Person or Corporation being under legal Disability or Incapacity to sell to the said Company, any other Lands in lieu of such Sixty Acres of Land or any Part thereof so sold or disposed of by the said Company.

Stations from incapacitated Persons.

CXXII. 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 by virtue of the Powers 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 Persons and Corporations by this Act authorized and empowered to make Conveyances of other Lands, and shall have the like Force and Effect, in respect of such Copyhold or Customary Estates and Interests, as such Conveyance as aforesaid made by the same Person or Corporation would have had over the Lands comprised in such Surrender in case the same had been of Freehold Tenure in the same Person or Corporation; and such Lands shall continue subject to the same Fines, Rents, and Services, or such Proportion thereof 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 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 at the Time of such Surrender as aforesaid be paid by the said Company a reasonable Recompence and Satisfaction

Conveyance of Copyholds.

tion 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 diminished or lost 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 Agreements all Lords of Manors and other Persons and Corporations 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 diminished or lost 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, but 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.

CXXIII. 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 an Individual or a Corporation, and whether seised in his own Right or as a Trustee, and whether he be seised in Tail or for Life or other limited Estate, and in case of a Lady, whether she be married or sole, and in case of an Infant, Lunatic, or other incapacitated Person being Lord of such Manor, then for his Guardian, Committee, or Trustee, to contract for (and the several Persons and Corporations aforesaid are hereby empowered and required, if called upon by the said Company, 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 the 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 Purchase of 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.

CXXIV. And

Regulation for the Apportionment of Rents of Copyholds.

CXXIV. And be it further enacted, That the 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 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.

Conveyance of Waste Lands.

CXXV. And be it further enacted, That in all Cases wherein 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 Person or Corporation having such Estate or Interest in the Manor wherein such Common or Waste Land or other Lands 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 Persons and Corporations 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 or other Lands 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 Churchwarden for the Time being of the Parish wherein such Common or Waste Land or other Lands shall be situate, and shall be by such Churchwarden received and applied for such general or public Purposes within the said Parish as a Vestry thereof shall direct: Provided always, that in all Cases wherein 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 Land required for the Purposes of this Act may be served on the said Churchwardens, who shall have Power to treat and agree with

Compensation for the Extinguishment of Right of Common.

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 or other Lands, the Compensation for 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) or 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 any such Manor is vested in the Freeholders or Inhabitants at large, or in any greater Number of Persons than Four, or where the Lord of such Manor (if any) does not usually hold some Court for the same, or where it is not known to what Lord such Manor belongs, or in what Manor such Common or Waste Lands or other Lands are situate, the Conveyance by Four at least of the Freeholders whose Lands (whether vested absolutely in them or for such Estate as would capacitate them to convey such Lands if wanted for the Purposes of this Act) shall entitle such Freeholders to Common Right in or over such Common or Waste Land or other Lands, and whose said Lands in the Rate for the Relief of the Poor shall amount in yearly Value to Three Fifths 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 so much and such Part of such Common or Waste Land or other Lands as they may from Time to Time require or take, free from all Rights of Common, and other Rights, Estates, Titles, Charges, and Incumbrances whatsoever.

Where Commoners exceed Twelve in Number a Meeting to be called to appoint a Committee of them to treat for Compensation.

CXXVI. And be it further enacted, That in all Cases where the Parties entitled to any such Commonable or other Rights over any other Lands than such Common or Waste Lands as aforesaid shall exceed Twelve in Number, it shall be lawful for the said Company to call a Meeting of such Parties by public Advertisement to be inserted twice at least in some Newspaper circulating in the County or respective Counties in which such Lands shall be situate, for the Purpose of appointing and which Meeting shall have Power to appoint a Committee, to be chosen from among the said Parties, and not exceeding Five in Number, to treat and agree with the said Company for the Compensation to be paid for the Extinguishment of such Commonable or other Rights, and at such Meeting the Decision of the Majority present shall bind the Minority and all absent Parties; and the Committee so to be chosen as aforesaid shall have full Power to treat and agree with the said Company for the Compensation to be paid for the Extinguishment of such Commonable or other Rights, and all Matters and Things relating thereto, and to receive the same, for and on behalf of themselves and all other Parties interested therein (who shall be bound and concluded thereby), and to enter into and execute all necessary Agreements and Assurances for that Purpose, and for the Purpose of conveying the Lands in respect of which such Compensation shall be received to the said Company: Provided always, that no Meeting shall be effectual

effectual for the Purpose aforesaid unless Eight at least of the said Parties entitled shall attend the same; and if no such Meeting shal. be held, or being held shall not appoint a Committee as herein-before directed, or if such Committee, being appointed, shall fail to agree with the said Company, the Amount of such Compensation, as last herein-before mentioned, shall be determined by the Verdict of a Jury in manner by this Act directed: Provided also, that in case the Amount of such Compensation as last mentioned shall be left to the Determination of a Jury as hereby is authorized, the Notices required to be given for that Purpose may be served upon any Three of the Parties entitled to such Commonable or other Rights, or left at their last usual Places of Abode, or with any Occupier of the Lands over which such Commonable or other Rights shall extend, or in case the same shall be unoccupied, then affixed upon some conspicuous Part of such Lands.

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

CXXVII. 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 had 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

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.

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

CXXVIII. And be it further enacted, That where any Lands purchased or wanted or intended to be purchased by the said Company shall be subject solely, or jointly with other Lands not intended to be purchased, to or with 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 wanted or intended to be purchased from such Rent, Payment, or Incumbrance, and also (where necessary or convenient) for an Apportionment of such Rent, Payment, or Incumbrance, for such Sum of Money in gross 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 Persons and Corporations by this Act authorized and empowered to sell or 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 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 wanted or intended to be purchased, and shall also (where necessary or convenient) apportion the Rent, Payment, or Incumbrance affecting the Lands jointly subject to Rent, Payment, or Incumbrance as hereinbefore mentioned, according to the respective Values of the Lands purchased or wanted or intended to be purchased and of the Lands not purchased or wanted or intended to be purchased by the said Company; and all Contracts, Conveyances, and Assurances which shall be made by and between or to the said Company and any such Party as aforesaid respecting such Release (and which may be of the like Forms or to the like Effect, *mutatis mutandis*, 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 of such Rent, Payment, or Incumbrance, and such Apportionment shall not prejudice the Title to the remaining Rent or 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 Incum-

brance, 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, but shall not exclude any other Evidence of the same Facts.

Mortgagees to convey to the Company.

CXXIX. And be it further enacted, That all Persons and Corporations having any Mortgage on any Lands to be taken or used for the Purposes of this Act (and whether entitled thereto in their own Right or in Trust, and whether in Possession under Mortgage or not,) shall, on Tender by the said Company or by any Person by them authorized of the Principal Money and Interest due thereon, and the just Costs (if any) then due, together with the Amount of Six Months Interest on the said Principal Money, immediately alien, release, assign, and transfer such mortgaged Premises to the said Company, or to such Person and in such Manner as they shall appoint, and which Alienation, Release, Assignment, and Transfer 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 any other Form; or in case such Mortgagees shall have Notice in Writing from the said Company or from the Party entitled to the Equity of Redemption of and in the said Lands that they will pay off the Principal Money and Interest which shall be due on the said Mortgage at the End of Six Months (to be computed from the Day of giving such Notice), then at the End of such Six Months, on the Payment of the Principal Money and Interest so due, together with any just Costs then due, such Mortgagees shall alien, release, 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 alien, release, assign, or transfer as aforesaid on such Tender or Payment, then all Interest on every such mortgaged Debt shall from thenceforth cease and determine: Provided always, that in case any such Mortgagee shall neglect or refuse to alien, release, 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 or at any Time after the End of Six 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 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 for him shall vest in the said Company, and the said Company shall be deemed to be in the actual legal and equitable 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.

CXXX. 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 Monies, Interests, 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 alien, release, assign, and transfer all his Interest in such mortgaged Lands the Value whereof shall so have been agreed upon or determined as aforesaid, or in case of his neglecting or refusing to alien, release, 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 Premises as shall be so taken or used from all Principal and Interest, Costs and other Money due or 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 or Remedies for recovering or compelling Payment of their Mortgage Money or the Residue thereof (as the Case may be), or the Interest thereof respectively, upon and out of the Residue of the mortgaged Lands not required for the Purposes aforesaid, 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 mortgaged Debt, a Memorandum of what shall have been so paid shall be indorsed 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

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.

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

CXXXI. And be it further enacted, That nothing in this Act contained shall extend to give to the said Company any Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines or Minerals, under any Land purchased by the said Company under the Provisions of this Act, except only so much of such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines or Minerals, where the same shall be the Property of the Owner of the Land so purchased, as may be necessary to be dug or carried away or used for the Purposes of this Act (unless the said Mines shall have been expressly purchased and conveyed by the Owner thereof to the said Company); but all such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals not necessary to be so dug, carried away, or used as aforesaid shall (unless the contrary be expressed) be deemed to be excepted out of the Purchase and Conveyance of such Lands, and may, subject to the Restrictions herein-after contained for the Purchase thereof by the said Company, be won and worked by the respective Owners or Lessees thereof under the said Lands, or 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 unusual Manner.

Owners of Mines to give Notice to the Company of their Intention to work the same, and Company to have Liberty to purchase.

CXXXII. 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, Stone, Slate, Clay, or other Mines and Minerals lying under the said Railway and Works, or any of them, or within the Distance of Fifty 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 Company 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 such Mines or cause the same 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 Minerals, or any Part thereof, the getting and working of which may appear to the said Company 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 or Minerals, the same shall be ascertained and settled by the Verdict of a Jury as is herein-after directed with respect to the Lands which shall or 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 do not treat with such Proprietor, Lessee, or Tenant for the same, or in case, without any Default of such Proprietor, Lessee, or Tenant, the Purchase Money for the same shall not be paid within Three Calendar Months after the giving such Notice, then it shall be lawful for the Proprietor, Lessee, or Tenant of such Mines, and he

he is hereby authorized, to work and get such Part of the said Mines as lie under the said Railway and 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 unusual Manner.

If Company purchase Mines, Owners of Mines adjoining may make Communication.

CXXXIII. Provided also, and be it further enacted, That in case the said Company shall purchase any such Mines under the said Railway, or within the Distance of Fifty Yards thereof, it shall be lawful for the respective Proprietors, Lessees, or Tenants of the adjoining Mines to cut and make such and so many Airways, Headways, Gateways, Water Levels, or other Communications through the Mines, Measures, or Strata so purchased by the said Company, as may be requisite to enable such Proprietors, Lessees, or Tenants to ventilate, drain, work, get, and carry away the Minerals on each Side of the Mines so purchased as aforesaid: Provided always, that no Airway, Headway, Gateway, Water Level, or other Work shall be of greater Dimension 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, Water Level, or other Communication, such Rate or Price as the same shall be worth at the Time of procuring the same: Provided also, that no Airway, Headway, Gateway, Water Level, or other Communication shall be so cut or made as in any way to injure the said Railway or Works, or to obstruct or impede the Passage upon or along the said Railway.

Company to make Compensation for Injury done to Mines.

CXXXIV. Provided always, and be it further enacted, That the said Company shall from Time to Time pay or cause to be paid to the Proprietor, Lessee, or Tenant of all Mines of Coal, Ironstone, and other Minerals, all such Costs, Charges, Losses, and extraordinary Expences as shall fall upon such Proprietor, Lessee, or Tenant by reason of the same being worked in such Manner and under such Restrictions as not to prejudice or injure the said Railway, or any Works or Conveniences connected therewith, and for any Minerals not purchased by the said Company which cannot be obtained by reason of making and maintaining the said Railway; and if any Dispute or Question shall arise between the said Company and such Proprietor, Lessee, or Tenant as aforesaid touching the Amount of such Costs, Charges, Losses, or extraordinary Expences, the same shall be settled and determined by Two indifferent Persons skilful in the working of Mines and Minerals, the one to be chosen by the said Company, and the other by such Proprietor, Lessee, or Tenant, and in case of Disagreement of such Referees so chosen as aforesaid an Umpire, so skilful as aforesaid, to be appointed by them before they proceed in such Reference, whose Decision shall be final and conclusive.

For discovering whether Mines are working

CXXXV. 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,

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 or shall be working or be supposed to be working, 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, bore, dig, and 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 Works, and use due Diligence in effecting the same to the Satisfaction of the said Company or their Engineer, then and in every such Case it shall be lawful for the said Company, their Agents and 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 applied for the Purposes of this Act.

Power to enter under the Railway.

CXXXVI. And be it further enacted, That no Shaft, Pit, or Quarry shall be dug, sunk, or made in or on the Line of the said intended Railway or Works, but 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, under, near, or by the said Railway; provided that by so doing such Proprietor, Lessee, or Tenant do not injure such Railway or Works, or interrupt or endanger in any Manner the free Passage upon or along the same.

No Shaft to be sunk under the Railway.

CXXXVII. And be it further enacted, That all Persons and Corporations by this Act capacitated to sell and convey any Lands, or to enfranchise Lands of Copyhold or Customary Tenure, or to release Lands from Rents and other Incumbrances charged thereon, and

Satisfaction to be made for Lands taken for Railway.

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 made, 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 and Recompence for 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 and on account of any other Damage, Loss, or Inconvenience whatsoever, including Tenants Rights according to the Custom of the Country, which may be sustained by such Persons and Corporations 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, Recompence, or Compensation, the same respectively or either of them concerning which they do not so agree shall be ascertained and settled, if required, by the Verdict of a Jury, as herein-after is directed.

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

CXXXVIII. 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 Person, Corporation, or Trustee so interested or entitled, and capacitated to sell, agree, convey, or release as aforesaid, or any other Person, shall not agree with the said Company as to the Amount of such Purchase Money or Satisfaction, Recompence or other Compensation as aforesaid, or if any of the Parties entitled to receive such Purchase Money, Satisfaction, Recompence, or other Compensation as aforesaid shall refuse to accept such Purchase Money, Satisfaction, Recompence, or other Compensation as aforesaid as shall be offered by the said Company, and shall give Notice thereof in Writing to the said Company within One Calendar Month 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 of any Lands required for the Purposes of this Act, neglect or refuse to treat or shall not agree with the said Company for the Sale, Conveyance, and Release of their respective Estates or Interests, or the respective Estates or Interests which they respectively are hereby capacitated to convey therein or dispose of, or for the Satisfaction, Recompence, or Compensation to be paid to them for any Damage, Loss, or Injury whatsoever as aforesaid, or shall by reason of Absence be prevented from treating, or shall by reason of any Impediment or Disability, whether provided for by this Act or not,

be incapable of making such Agreement, Conveyance, or Release as shall be necessary or expedient for enabling the said Company to take such Lands, or to proceed in making the said Railway and other the Works aforesaid, or shall not disclose and prove the State of the Title to the Premises of which they respectively may be in Possession, or of the Share, Interest, or Charge which they may claim to be entitled unto or interested in, in case they shall be required so to do by the said Company, 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 Three at least 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 anyways interested in the Matter in question, then to any of the Coroners of such Counties 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 be interested as aforesaid (a Person having more recently served either Office being always preferred), commanding such Sheriff or Coroner or other Person to impannel, summon, and return, and the said Sheriff, Coroner, or other Person is hereby accordingly empowered and required to impannel, 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 impannelled, 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 impannelled, summoned, and returned a Jury of Twelve Men shall be drawn by the said Sheriff, Under Sheriff, 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, 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, on Request in Writing by either Party, 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 Four or more of them, to view the Place or Matter in controversy;

versy; and such Jury shall upon their Oaths, or being Quakers upon their Affirmations, (which Oaths and Affirmations, as well as the Oaths and Affirmations of all such Persons as shall be called upon to give Evidence, the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to administer,) inquire of and assess and give a Verdict for the Sum 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, Recompence, or Compensation, either for the Damages which shall before that Time have been done or sustained, or on any other Account, or for the future temporary or perpetual or for any recurring Damages to 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, and for any other Damage, Loss, or Injury as aforesaid; which Satisfaction, Recompence, 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, Recompence, 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 Persons and Corporations whatsoever: Provided also, 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, either by delivering such Notice to such Party, or by leaving the same at his Place of Abode, or with the Clerk or Agent or principal Officer of the Corporation in case of a Corporation, or with some Tenant or Occupier of the Premises intended to be valued, or respecting which or any Damage to which such Question shall arise.

Compensation Money to be apportioned.

CXXXIX. 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, and Recompence or Compensation for Damages which shall be assessed as aforesaid shall be allowed to any Tenant or other Person having a particular Estate, Term, or Interest in the Premises, by way of Lease or otherwise, for his Interest therein.

Verdicts to be recorded.

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

Sum of One Shilling, and also to take or make Copies thereof, paying for every Copy after the Rate of Sixpence for every One hundred Words.

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

CXLI. And be it further enacted, That if any such Sheriff or his Under Sheriff, or any Coroner or other Person herein-before authorized and directed to act in the Stead of such Sheriff, shall make default in the Premises, he shall for every such Offence forfeit and pay the Sum of Fifty Pounds to the Party who shall be prejudiced or injured thereby, 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*; and if any Person so summoned or returned upon any such Jury as aforesaid shall not appear, or appearing shall refuse to be sworn, or being a Quaker to make Affirmation, 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, 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 being a Quaker affirmed, or to give Evidence, every Person so offending, having no reasonable Excuse, (to be judged of and determined by the said Sheriff, Under Sheriff, Coroner, or other Persons,) shall forfeit and pay for every such Offence, to the Party for whom or on whose Account any such Jury or Witness shall have been summoned, any Sum not exceeding Twenty Pounds; which said last-mentioned Penalty and Forfeiture shall and may be levied, by virtue of a Warrant under the Hand and Seal of any Justice of the Peace for the County or Riding 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 of Westminster.

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

Expences of Jury how to be paid.

CXLIII. And be it further enacted, That in every Case in which the Verdict of a Jury summoned as aforesaid shall be given for the same or 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 Satisfaction, Recompence, or

Compensation for any Damage, Injury, or Loss which may happen to arise in the Execution of any of the Powers hereby granted, or in case a Verdict shall be given for any Sum of Money as a Satisfaction, Recompence, or Compensation for any Damage, Loss, or Injury, where no Sum of Money shall have been previously offered by the said Company, all the Costs, Charges, and Expences of summoning such Jury and Witnesses, and all other Expences attending the Conduct of such Inquiry, and the returning of a Verdict thereupon, shall be defrayed by the said Company; and such Costs, Charges, and Expences shall be settled and determined by the said Sheriff, Under Sheriff, Coroner, or other Person as aforesaid; and in case such Costs, Charges, and Expences shall not be paid to the Party entitled to receive the same within Ten Days after the same shall have been demanded, then the same shall and may be levied and recovered by Distress and Sale of any Goods and Chattels of the said Company under a Warrant to be issued for that Purpose by any Justice of the Peace for the County or Riding where 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, Charges, 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, Charges, and Expences 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 other Moiety of such Costs, Charges, and Expences, having been ascertained and settled in manner herein-before mentioned, shall and may be deducted out of the Money adjudged to be paid to such other Party as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of the Money so adjudged 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 Cause or Disability not herein-before provided for, any Person shall have been prevented from treating and agreeing as aforesaid, the whole of such Costs, Charges, and Expences, to be settled and determined in manner herein-before directed, shall be borne and paid by the said Company.

Persons requesting Juries to enter into Bonds to prosecute their Complaint and to payExpences.

CXLIV. And be it further enacted, That all Parties with whom the said Company shall have any such Dispute, and who shall require a Jury to be summoned as aforesaid, shall, at the Expence of the said Company, before the said Company shall be obliged to issue their Warrant for the summoning of such Jury, enter into a Bond 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.

CXLV. And

Notice of Injury to be given to the Company before Complaint.

CXLV. 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 and on the Behalf of the Person or Corporation making such Complaint, stating the Nature, Extent, and Particulars of such Loss or Injury, shall have been given by such Person or Corporation to the said Company Fourteen Days before the summoning of such Jury, and within the Space of Six 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.

CXLVI. 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 to such Person as the said Company shall appoint to take possession of the same, at the Expiration of Six Calendar Months next after Notice to that Effect shall have been given by the said Company to or left at the Place of Abode of such respective Tenants or Lessees in Possession, or left upon the said Premises, whether such Notice be given with reference to the Time of the Commencement of such Tenants holding or not, and whether such Notice be given before or after the Reversion of the said Premises shall be purchased by the said Company, or at such other Time after the Expiration of Six Calendar Months as in any such Notice 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 said Company to issue their 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, or the Person so refusing to give Possession, by Distress and Sale of his Goods and Chattels.

Interests of such Tenants may be settled by a Jury.

CXLVII. Provided always, and be it further enacted, That in case any such Lessee or Tenant shall, according to the true Intent and Meaning of this Act, be entitled to Compensation, 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 the Premises in the Occupation of such Tenant or Lessee, Satisfaction, Recompence, or Compensation for the Value of his unexpired Term or Interest in the said Premises, or any other Loss, Damage, or Inconvenience for which Compensation is hereby directed to be made; which Satisfaction, Recompence, or Compensation, in case of Difference, shall be ascertained and determined in the same Manner as any other Satisfaction, Recompence, or Compensation

pensation for any Lands taken or used by the said Company is by this Act directed to be made or determined.

Persons holding under Leases to produce the same.

CXLVIII. Provided always, and be it further enacted, That in all Cases in which any Party shall claim any Satisfaction, Recompence, 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, Mines, or Minerals intended to be taken or used under the Authority of this Act, under or by virtue of any Demise, Lease, or Agreement for Lease, or Grant thereof, the said Company are hereby authorized to require such Party to produce or show the Lease or Agreement for Lease, Demise or Grant, in respect of which such Claim to Satisfaction, Recompence, or Compensation shall be made; and if such Lease or Agreement for Lease, Demise or Grant, or satisfactory Evidence of its Contents in case of its being lost or destroyed, shall not be produced or shown within Twenty-one Days after Demand made by the Clerk of the said Company, or by any Person by him authorized, the Party claiming such Satisfaction, Recompence, or Compensation shall be considered and treated as a Tenant holding only from Year to Year.

For settling Disputes as to Damages to a small Amount.

CXLIX. 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, used, or injured for the Purposes of this Act, as to the Amount or Value of the Damages 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 adjusted and settled between the said Parties, the same shall, in case the Amount of Damages claimed does not exceed the Sum of Twenty Pounds, be ascertained and determined by some Two or more Justices of the Peace for the County or Riding 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.

Application of Compensation Money amounting to 200*l.*

CL. And be it further enacted, That if any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used by virtue of the Powers of this Act, or of any Interest therein, or for the Release of any such Lands from any Rent or other Incumbrance charged thereon, or for the Enfranchisement of any such Lands being of Copyhold or Customary Tenure, or for any Compensation under this Act which any Corporation, Tenant in Tail or for Life, Husband, Guardian, Trustee, or Feoffee in Trust, Committee, Executor, or Administrator, Feme Covert, or any Person whomsoever, for or on behalf of any Wife, Ward, Lunatic, Idiot, or Cestuique Trust, whether Infants, Issue unborn, Femes Covert, or any Person whomsoever 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

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 *Manchester* and *Leeds* Railway Company," pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at* Westminster *on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the General Orders of the said Court, and without Fee or Reward, and shall when so paid in there remain until the same shall, by Order of the said Court made in a summary Way upon Petition to be presented to the said Court by the Party 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, or Purposes, as the said Court of Exchequer shall authorize to be purchased or paid, or such Part thereof as shall be necessary, or until the same shall, upon the like Application, be laid out, by Order of the said Court, made in a summary Way as aforesaid, 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 such Compensation or Satisfaction shall be paid, stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined or capable of taking effect; and in the meantime and until such Purchase can be made the said Money may, by Order of the said Court by Application thereto, be invested by the Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities, or in 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.

1 G. 4. c. 35.

When less than 200*l.* and exceeding 20*l.*

CLI. 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 such Interest therein, or of their respective Husbands, Guardians, or Committees, in case of Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity, with the Approbation of the said Company signified in Writing under the Hands of Three at least 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 Parties and of Three at least of the Directors of the said Company; and the Money so paid to such Trustees, and the Dividends and Produce so arising thereon and therefrom, shall be by such Trustees applied in like Manner as is herein-before directed with respect to the Money so to be paid into the Bank of *England* in the Name of the Accountant General of the Court of Exchequer.

When not exceeding 20*l.*

CLII. 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 shall be paid, for their own Use and Benefit; or in case of Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity, then such Money shall be paid, for their Use, to their respective Husbands, Guardians, Committees, or Trustees.

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

CLIII. 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 or by virtue of the Powers of this Act, or for any Interest or for Compensation as aforesaid, shall refuse or neglect to accept the same, or to convey the Premises or Interest in the Premises purchased, or shall refuse, neglect, or be unable to make a Title to such Premises or to such Interest in the Premises to the Satisfaction of the said Company, or shall be absent from *England*, or shall not be conveniently found, or if any Party entitled unto or to convey such Lands or such Interest therein cannot be conveniently known or discovered, or be not shown to the Satisfaction of the said Company to be such Party, then and in every such Case 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 said 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 proceeding or otherwise, 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 a Receipt for such Money, mentioning and specifying therein

therein for what and for whose Use (described as aforesaid) the same is received.

Persons in Possession presumptively entitled.

CLIV. Provided always, and be it further enacted, That where any Question shall arise in reference to the Provisions aforesaid or otherwise, upon this Act, touching the Title of any Party to any Lands or to any Interest in any Lands, or to any Compensation Money in respect of Damage done to any Lands, or to any Money to be paid into the Bank of *England* 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, or for Compensation 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 Persons and Corporations 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 or such Interest therein or to such Money as aforesaid, according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court; and the Dividends or Interest of the Annuities or Securities to be purchased with such Money, and also the Capital of such Annuities or Securities, shall be paid, applied, and disposed of accordingly.

Persons in Possession empowered to contract.

CLV. Provided always, and be it enacted and declared, That the Person or Corporation for the Time being in the Possession or Receipt of the Rents and Profits of any Lands shall for the Purposes of this Act be enabled to contract for, sell, and convey the same to the said Company, and to agree for the Amount of any Compensation for any Damage, Loss, or Inconvenience to be sustained by reason of the Execution of this Act; and that every Contract, Sale, Conveyance, or Agreement, whether heretofore or hereafter made with or to the said Company by any such Person or Corporation, shall be valid and effectual; and that in every Case in which the Amount of the Price of any Lands or of any Compensation shall 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 in manner provided by this Act, such Payment, and every Contract or Agreement in pursuance whereof it shall be made, shall be good to all Intents and Purposes; and that the said Company shall not be bound to see to the Application thereof, provided that such Agreement be made *bonâ fide*, and without any Fraud or Collusion between the said Company and the Party contracting.

Power for Court of Exchequer to order Compensation to be applied in rebuilding Houses, &c.

CLVI. And be it further enacted, That when any Money agreed or awarded to be paid for the Purchase of any Lands taken or used under the Powers of this Act, or for any Compensation or Satisfaction under this Act, shall have been 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 *Manchester* and *Leeds* Railway Company," pursuant to the Directions contained

contained in this Act, it shall be lawful for the said Court of Exchequer, upon Petition for that Purpose by the Party who would have been entitled to or in Receipt of the Rents and Profits of the Lands in respect of which such Money shall have been so paid in, from Time to Time to order such Part (if any) of the said Purchase or Compensation Monies as the said Court shall think fit to be laid out and applied in the repairing or rebuilding of any Houses or other Buildings taken down or injured in the Construction of the said Railway and Works, in such Manner as to the said Court shall seem fit.

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

CLVII. Provided also, and be it further enacted, That where by reason of any Disability or Incapacity of any Party entitled to any Lands to be taken or used, or in respect of which any Satisfaction, Recompence, or Compensation shall be payable under the Authority of this Act, the Purchase Money for the same or the Money paid for such Compensation shall be required to be paid into the Bank of *England*, it shall be lawful for the said Court to order the Costs, Charges, and Expences attending the Purchase or the taking or using of such Lands, or which may be incurred in consequence thereof, and of the Investment of the Purchase or Compensation Money in other Lands, or so much of such several Costs, Charges, and Expences as the said Court shall deem reasonable, and likewise the Costs, Charges, and Expences, occasioned only by the passing of this Act, and not by Litigation between Claimants or otherwise, of any Proceedings had as herein-before authorized for the Investment of such Purchase or Compensation Money in Government or Real Securities, and for the Payment of the Interests and Dividends thereof and of such Government or Real Securities, or of the Money to be produced by the Sale thereof, out of Court, together with the necessary Costs and Charges of obtaining the proper Orders for such Purposes, to be paid by the said Company out of the Monies to be received by virtue of this Act, and the said Company shall from Time to Time pay such Sums of Money for such Costs, Charges, and Expences as the said Court shall direct; and also that where in any other Cases the Purchase Money for any Lands to be taken or used under the Authority of this Act, or any Monies payable for any Satisfaction, Recompence, or Compensation under this Act, shall, by reason of or under any of the Provisions of this Act, be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, it shall likewise be lawful for the said Court to order the reasonable Expences of any Party or Parties in procuring the same to be paid out of Court, together with the necessary Costs and Charges of obtaining the proper Orders for such Purposes, to be in like Manner paid by the said Company out of the Monies to be received by virtue of this Act, and the said Company accordingly shall from Time to Time pay such Sums of Money and in such Manner and for such Purposes as the said Court shall direct.

Expences of Title to be paid by the Company.

CLVIII. 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, and of

deducing, evidencing, and verifying such Title as the Company may require to the said Lands, and of making out and furnishing such Abstracts 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, and 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.

In case of Dispute as to the Expences the same to be taxed by a Master of the Court.

CLIX. 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 in the usual Manner, and such Order shall be served on the Party or Parties aforesaid, who shall be at liberty to proceed under the same; and after Taxation of such Costs, Charges, and Expences it shall be lawful for the said Court to order and direct that the Amount at which the same shall be 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 as herein-after mentioned, shall be paid to the Person or Persons aforesaid; and the said Money so deposited as aforesaid shall be applied, under the Direction of the said Court, towards the Payment thereof, so far as the same will extend: 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 the Sums claimed in respect of the same in the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account there *ex parte* "The *Manchester* and *Leeds* 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 Expences 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.

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

CLX. 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 any Lands, Rent, or other Charge, or as a Compensation for any Loss or Injury as aforesaid, to the respective Proprietors of such Lands or other Persons respectively interested therein, and entitled to receive such Money or Compensation respectively, within Three 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 to convey such Lands shall not be known, or shall die after such Agreement or Award without any Person being legally authorized to give a valid Discharge for such Money or Compensation, or shall be absent from *England*, or shall refuse, neglect, or be unable to convey the same, or in case such Money shall be liable to be invested in the Purchase of other Lands, then and in any such Cases, 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 in case such Money shall have been agreed or awarded to be paid for the Purchase of any such Lands or such Compensation as aforesaid which any Corporation, Trustee, or Person under Disability is hereby capacitated to convey, upon Payment of such Money into the Bank of *England*, as herein-before directed, to an Account *ex parte* "The *Manchester* and *Leeds* Railway Company," then and in every of such Cases 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, or, as the Case may be, the Estate, Term, and Interest purchased, 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 and other Terms of Years, and 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 Purposes of ascertaining and setting out the same for the

the Purposes of this Act, without the previous Consent of the Owners and Occupiers thereof respectively: Provided also, that in case any Person or Persons shall wilfully enter or remain upon any such Lands before or until such Payment, Tender, or Deposit as aforesaid shall have been made, each and every such Person so entering or remaining shall forfeit and pay to the Owner or Occupier of such Lands such Sum, not exceeding Five Pounds, for each and every Day he shall remain or be on such Lands, as shall be determined by any Justice of the Peace acting in and for the County or Riding where such Lands shall be situate, and not being interested in the Premises.

Compensation to be made for temporary Damage.

CLXI. And whereas in making and executing the said Railway and the several other Works by this Act authorized it may be necessary for the said Company, their 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 and working thereon Earth, Clay, Stones, Bricks, Slates, Timber, Lime, and other Materials, or of manufacturing such Clay into Bricks, or for forming temporary Roads or Approaches to and from the said Works; and 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 hereinbefore 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 Person or Corporation whatsoever adjoining or lying near to the said Railway and other Works by this Act authorized to be made and maintained, or any of them, or any Part thereof respectively, for the Purpose of laying, depositing, working, or manufacturing upon such Lands or upon any Part thereof respectively any Earth, Clay, Stones, Bricks, Slates, Timber, Lime, or other Materials, or for forming temporary Roads or Approaches to and from the said Works; they the said Company, their Agents and Workmen, doing as little Damage as may be in the Exercise of the several Powers hereby granted to them, and making Compensation for such temporary Occupation or temporary Damage of the said Lands to the Owners and 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 the Value of Lands through or upon which the said Railway and other Works are intended to be made, and the Compensation for any Damage sustained by reason of the Execution of any of the Works by this Act authorized: Provided always, that the said Company shall and they are hereby required, before entering upon any such Lands for the Purposes aforesaid, to agree with the Owner or Occupier of such Lands for

for the Payment by the said Company of a certain and fixed annual Rent in respect thereof during the Continuance of such temporary Occupation, (such Rent, in case the Parties differ in Opinion thereon, to be fixed by Arbitration of Two indifferent competent Persons, One to be named by each Party or by their Umpire, appointed in Writing by such Arbitrators before they enter upon the Business of such Arbitration), and also to make such 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 within Six Months after the Expiration of the Period by this Act granted for executing the said Railway and other Works: 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 Five hundred 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 One hundred Yards from any Mansion, without the Leave of the Owner or Occupier of such Mansion in Writing first obtained for that Purpose: Provided also, that before entering upon any such Lands for temporary Purposes as aforesaid the said Company shall, if required by the Owner or Occupier thereof, find Two sufficient Persons, who shall enter into a Bond to the Owner or Occupier of such Land in a Penalty to the Amount of Fifty Pounds *per* Acre conditioned for the Payment of such Compensation, such Securities to be approved of by Two Justices of the County in which such Lands shall be situate in case the Parties differ about the same.

Enabling the Company to sell Lands not wanted.

CLXII. 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 or possessed 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 Ten Years after the passing of this Act, to contract for and to sell, and by any Deed under their Common Seal, and for such Considerations as they may deem reasonable, to convey to the Purchasers thereof, any Part of such superfluous 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 Contracts, Sales, and 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 superfluous Lands, shall first offer to sell the same to the Person or Persons from whom the said Company purchased the same, or who would have been entitled thereto had the same not been purchased

so as for them to become entitled to their old Interests therein, in case such Person or Persons shall then continue the Owner or Owners of any Part of the adjoining Lands or Estate from which the same may have been taken, such Persons or their accredited or known Agents being in *England*, and conveniently to be found, and being capable of entering into a Contract for the Purchase of such Lands; and if they shall not be so, and shall not avail themselves of such Right of Pre-emption, then the same shall be offered to the Person or Persons whose Lands shall immediately adjoin the Lands so proposed to be sold, such Person being in *England*, and conveniently to be found, and 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 and Intention 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 to signify their Desire and Intention 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 a Declaration made in the Manner and Form prescribed in and by an Act passed in the last Session of Parliament for the more effectual Abolition of Oaths, and to substitute Declarations in lieu thereof, before a Master or Master Extraordinary in the High Court of Chancery, or before any Justice of the Peace for the County or Riding where such Lands may 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 such Person 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 by this Act in them reposed, 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.

Company, upon Payment of Money, to give Receipts.

CLXIII. And be it further enacted, That upon Payment of the Money which shall arise from 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 any Two Directors of the said Company, or for the Secretary or Clerk, or any Officer appointed by the said Directors for the Purpose, 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.

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

CLXIV. And be it further enacted, That in all Conveyances to be made by the said Company under or in pursuance of this Act the Word "grant" shall operate as and be construed and adjudged in all Courts of Judicature to be express Covenants to or with the respective Grantees therein 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; and 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, at the Expence of such Grantees respectively, their Heirs, Successors, Executors, Administrators, or Assigns, 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 of Covenant as they might do in case such Covenants were expressly inserted in such Conveyances.

If Land not contracted for within Two Years, Power to take Land

CLXV. 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 paid for, as in this Act is mentioned, the Lands which they are by this Act empowered to take or use, or otherwise so much thereof as shall be by them

them deemed necessary and proper for the Purposes of making the said Railway or other Works hereby authorized, (save and except the aforesaid Sixty Acres of Land which the said Company are by this Act authorized to purchase in addition to the Lands hereby authorized to be taken or used for making the said Railway and other Works,) then and from thenceforth the Powers which are hereby granted to them for taking or using such Lands shall cease and be utterly void (save and except with the Consent in Writing of the Owners and Occupiers thereof respectively). on Compulsion to cease.

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

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

CLXVIII. And whereas the probable Expence of making the said Railway and the other Works hereby authorized will amount to the Sum of One million three hundred thousand Pounds, and the Sum of One million forty-two thousand one hundred Pounds, being more than Four Fifth Parts thereof, has been already subscribed for by several Persons under a Contract binding themselves, their Heirs, Executors, Administrators, and Assigns, for the Payment of the several Sums by them respectively subscribed for; be it therefore enacted, That the whole of the said Sum of One million three hundred thousand Pounds shall be subscribed for in like Manner before any of the Powers given by this Act in relation to the compulsory The whole of the Expence to be subscribed before Work is commenced.

pulsory taking of Land for the Purposes of this Act shall be put in force.

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

CLXIX. Provided always, and be it further enacted, That a Certificate under the Hands of any Justice of the Peace for the County Palatine of *Lancaster* or the West Riding of the County of *York*, that the whole of the said Sum of One million three hundred thousand Pounds hath been subscribed as aforesaid, and which Certificate such Justice is hereby authorized and required to grant on Application made to him respectively 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 One million three hundred thousand Pounds has been subscribed.

Proprietors to raise amongst themselves for the Undertaking not exceeding 1,300,000*l.* to be divided into Shares of 100*l.* each.

CLXX. And be it further enacted, That it shall be lawful for the said Company to raise amongst themselves any Sum or Sums of Money for making and maintaining the said Railway and other Works by this Act authorized, not exceeding in the whole the Sum of One million three hundred thousand Pounds, the whole to be divided into Thirteen thousand Shares of One hundred Pounds each; and such Shares shall be numbered, beginning with Number One, in arithmetical Progression, and every such Share shall be distinguished by the Number to be applied to the same; and the said Shares shall be and are hereby vested in the several Parties so contributing to the same, and their respective Successors, Executors, Administrators, and Assigns, to their proper Use and Benefit, proportionably to the Sums they shall severally contribute; and all Corporations and Persons, and their several and respective Successors, Executors, Administrators, and Assigns, who have subscribed or shall severally subscribe for One or more Share or Shares (or such Sum or Sums as shall be demanded in lieu thereof), towards the said Undertaking and other the Purposes of the said Subscription, shall be entitled to and shall receive in proportionable Parts, according to the respective Sums so by them respectively paid, the net Profits and Advantages which shall arise or accrue from or by the Rates, Tolls, and other Sums of Money to be received by the said Company, as and when the same shall be divided by the Authority of this Act.

Shares to be deemed Personal Estate.

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

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

CLXXII. And be it further enacted, That the said Company shall and they are hereby required 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 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 also from Time to Time cause a Certificate or Ticket, with the Common Seal of the said Company affixed thereto, to be delivered to every such Proprietor on Demand, specifying the Share or Shares to which he, she, or they is or are entitled in the said Undertaking, such Proprietor paying to the Clerk of the said Company the Sum of Two Shillings and Sixpence, and no more, for every such Certificate or Ticket; and such Certificate or Ticket shall be admitted in all Courts whatsoever as *primâ facie* Evidence of the Title of such respective Proprietors, their Successors, Executors, Administrators, or Assigns, to the Share or Shares therein specified; and such Certificate or Ticket may be in the Words or to the Effect following; (*videlicet*,)

Form of Certificate.

'Number .

'THESE are to certify, That *A. B.* of
'is a Proprietor of the Share [*or* Shares] Number
'of "The *Manchester* and *Leeds* 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 .'

And in case of a Transfer of any Share to a new Proprietor an Indorsement of such Transfer upon the Back of the Certificate, signed by the Clerk, shall be considered in every respect the same as a new Certificate.

For granting new Certificates when old ones are destroyed or worn out.

CLXXIII. And be it further enacted, That if any such Certificate or Ticket as aforesaid shall be worn out or damaged, then, upon Proof thereof to the Satisfaction of the said Company, another similar Certificate or Ticket shall be given to the Party in whom the Property of such Certificate or Ticket and of the Share or Shares therein mentioned shall be at that Time vested, the said Clerk receiving for every such Certificate or Ticket which shall be so given or exchanged the Sum of Two Shillings and Sixpence, and no more.

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

CLXXIV. 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 when the Right of Property in any Share in the said Undertaking shall pass from any Proprietor thereof to any other Person or Corporation by any other legal Means than by a Transfer or Conveyance 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 of Chancery, or any of His Majesty's Justices of the Peace, stating the Manner in which such Share hath been passed to such other Person or Corporation; 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 for which

Entry he shall be entitled to receive the Sum of Two Shillings and Sixpence, and no more; but 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 Person or Corporation 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 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 the High Court of Chancery, or any of His Majesty's Justices of the Peace, and shall be transmitted to the Clerk of the said Company, who shall file the same, and make an Entry thereof in the Book which shall be kept for the Entry of Transfers or Sales of Shares in the said Undertaking; and before any Person or Corporation who shall claim any of the Profits of the said Undertaking by virtue of any Bequest or Will in the course of Administration shall be entitled to receive the same, or be entitled to vote in respect of any Share, the said Will or the Probate thereof, or the Letters of Administration, shall be produced and shown to the Clerk of the said Company.

To compel Payment of Subscriptions.

CLXXV. And be it further enacted, That the several Parties who have subscribed or who shall hereafter subscribe towards the said Undertaking shall and they are hereby required to pay the respective Sums of Money by them respectively subscribed for, or such Parts or Proportions thereof as shall from Time to Time be called for by the Directors of the said Company under and by virtue of the Powers of this Act, at such Times and Places and to such Persons as shall from Time to Time be directed by the said Directors; and in case any Party shall refuse or neglect to pay the same Money by him, her, or them 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 in any Court of Law or Equity, together with Interest on such unpaid Sum of Money at the Rate of Five Pounds *per Centum per Annum* from the Time when the same was directed to be paid as aforesaid until the actual Payment thereof.

Power to pay Subscriptions in advance.

CLXXVI. And be it further enacted, That it shall be lawful for the several Proprietors for the Time being of the said Undertaking and they are hereby empowered, whether before or after any Call shall have been paid in respect of any Shares held by them respectively, to pay in advance, in case the Directors shall think proper to accept the same, which they are hereby authorized to do, to such Persons as the said Directors shall appoint, the respective Sums of Money

Money by them respectively subscribed for, or such Part or Proportion thereof as shall be wanting (over and above the Amount, if any, actually paid in respect of such Shares,) to make up the full Sum of One hundred Pounds in respect of such Shares; and the said Company shall and they are hereby required to pay Interest at such Rate, not exceeding the Rate of Four Pounds *per Centum per Annum* upon the Principal Monies which shall have been so paid in advance, or for so much thereof as shall from Time to Time exceed the Amount of the Calls which shall have been made upon the Shares in respect of which such Money shall have been paid in advance as aforesaid, as the Subscriber paying such Sum in advance, as the Directors for the Time being of the said Company shall agree upon.

Interest to be paid on Sums paid in advance.

CLXXVII. And be it further enacted, That the Directors of the said Company shall have Power from Time to Time to make such Calls of Money from the Subscribers to and Proprietors of the said Undertaking, to defray the Expences of or to carry on the same, as they from Time to Time shall find necessary, so that each such Call shall not exceed the Sum of Ten Pounds upon each Share which any Person shall be possessed of or entitled unto in the said Undertaking; and such Calls shall not be made but at the Distance of Three Calendar Months at the least from each other, and Twenty-one Days Notice at the least shall be given of all such Calls by Advertisement in One or more Newspapers usually circulated in *Manchester* aforesaid, and also in One or more Newspapers usually circulated in *Leeds* aforesaid; and all Monies so called for shall in such Notices be required to be paid to such Persons, at such Times and Places and in such Manner as the said Directors shall from Time to Time direct and appoint, and the respective Owners of Shares in the said Undertaking shall pay their respective rateable Proportions of the Monies to be called for as aforesaid to such Persons and at such Times and Places as the said Directors shall from Time to Time direct and appoint; and if any Owner 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, then and at any Time thereafter 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 Directors may and they are hereby authorized to declare the Shares belonging to such Owner neglecting or refusing as aforesaid to be forfeited, and order such Shares to be sold, subject to the Provisions of this Act: Provided nevertheless, that no Advantage shall be taken of any Forfeiture of any Share in the said Undertaking until Notice in Writing under the Hand of Two Directors, or under the Hand of the Clerk or Secretary of the said Company, of such Share having been declared by the Directors forfeited, shall have been given or sent by the Post to or left at the last known usual Place of Abode of the Owner or Owners of

Power of Directors to make Calls.

of such Share, nor till the Declaration of Forfeiture by the said Directors shall have been confirmed either at a General Meeting 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 or sent as aforesaid; and after such Forfeiture shall have been confirmed by such General or Special General Meeting, the said Company, by an Order to be made at the same or any other General or Special Meeting, shall have Power to direct the said Directors to dispose of the Shares so forfeited or any of them, and the said Directors may in that Case sell and dispose of such Shares at a public Auction or by private Contract, and together or in Lots, or in such other Manner and for such other 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.

If Purchase Money be more than sufficient to pay the Arrears, &c. the Surplus to be paid to the Owners.

CLXXVIII. 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 of Calls as aforesaid, and legal Interest thereon as aforesaid, and the Expence attending the Sale thereof, the Surplus of such Purchase Money shall, on Demand, be paid to the Party or Parties to whom such forfeited Share shall have belonged: Provided also, 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 may 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 on and Expences attending the same; and from and after Payment of such Arrears, and the Interest and Expences aforesaid, any Share or Shares vested in the said Company as aforesaid which shall remain in their Hands unsold shall revert to and again become the Property of the Party or Parties to whom such Share or Shares shall have belonged immediately before such Forfeiture as aforesaid, in such Manner as if such Calls had been duly paid.

Proceedings in Actions for Calls.

CLXXIX. And be it further enacted, That in all Actions to be brought by the said Company against any Proprietor of any Share or Shares in the said Undertaking to recover Money due and payable

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 a Share or Shares in the said Undertaking, is indebted to the said Company in such Sum of Money as the Call or Calls in arrear shall amount to for so many Calls of such Sums of Money upon the Share or 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 any such Actions it shall only be necessary to prove that the Defendant at the Time of making such Call or respective Calls was a Proprietor of a Share or Shares in the said Undertaking, and that such Call or Calls were in fact made, and that such Notice thereof was given as is directed by this Act, 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, including Interest computed as aforesaid, on such Calls, unless it shall appear that any such Call exceed Ten Pounds for every Share of One hundred Pounds, or was made within the Distance of Three Calendar Months from the last preceding Call, or without Notice given in the Newspapers as aforesaid; and in order to prove that the Defendant was a Proprietor of such Share or Shares in the said Undertaking, as alleged, the Production of the Book of the said Company by this Act directed to be kept, and wherein the Names of the several Corporations, and the Names and Additions of the several Persons from Time to Time entitled to Shares in the said Undertaking, with the Number of Shares they are respectively entitled to, are directed to be entered, shall be *primâ facie* Evidence that such Defendants were Proprietors, and of the Number or Amount of their respective Shares therein.

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

CLXXX. And whereas in Cases in which Proprietors of Shares in the said Undertaking shall die, or marry, being Females, 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, 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 any Action or Suit or other Proceeding 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 the Cases aforesaid where the Right of Property in any Share in the said Undertaking shall pass from the original Proprietor thereof to any other Person or Corporation by any other legal Means than by a Transfer or Conveyance thereof in the Form and Manner herein specified, and when a Declaration shall have been made and transmitted to the said Company in such Manner and stating such Particulars as herein-before directed, in Cases where it is difficult to ascertain to whom Shares belong, then and in all or any of the said Cases, after Notice in Writing shall have been given under the Hands of Two of the Directors or under the Hand of the Clerk or Secretary of the said Company to the Person or Cor-

poration stated or claiming in such Declaration to be the then Proprietor of such Share, or left at the last or usual Place of Abode of such Person or of the Clerk of such Corporation, or published in One or more Newspapers in *Manchester* and in *Leeds*, to pay his, her, or their Proportion of Money to be called for, and such Person or Corporation shall not have paid such his, her, or their Proportion as aforesaid, it shall be lawful for the said Company, at any General Meeting or Special General Meeting after the Expiration of such Notice, to declare every 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 as in other Cases of Sales, and thereupon such Evidence of Title shall be sufficient, and such Powers and Indemnities to Purchasers shall be available and in force as in the other Cases of Sales of Shares forfeited for Nonpayment of Calls thereon, or otherwise such Shares, at the Option of the said Company, may become consolidated in the general Fund of the said Company; and in case there shall be no such Declaration made and transmitted as aforesaid, then such Notice as is herein-before directed to be given shall be served upon or be left at the last Place of Abode of the Executors or Administrators of such Proprietor so dying, or of the Husband of such Female Proprietor, or of the Assignees or Trustees of such Proprietor so becoming bankrupt or insolvent, or, in the event of the Share being disposed of as aforesaid, of the last Proprietor appearing in the Books of the said Company to have been possessed of the same; and in case the last or usual Place of Abode of any such Proprietor cannot be ascertained upon due Inquiry, or in case the Proprietor of the Share shall 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 Funds of the said Company in manner aforesaid; and the like Evidence of Title shall be sufficient, and the like Indemnity to Purchasers shall also be available and exist, in case of such Sale as in other Cases of Sale on Nonpayment of Calls: Provided always, that in the Cases 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 inserted in the *London Gazette* as aforesaid.

Directing how Subscribers shall vote.

CLXXXI. And be it further enacted, That at all General and Special General Meetings held by virtue of this Act Persons and Corporations who shall have duly subscribed for or become entitled to any Share or Shares not exceeding Twenty Shares in the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, shall have a Vote for each such Share; and all such Persons and Corporations as aforesaid as shall have subscribed for or become entitled to Twenty Shares and upwards in the said Undertaking, their respective Successors, Executors, Administrators, and Assigns, shall, over and above the Twenty Votes which they respectively shall 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 shall have 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 by their respective Proxies constituted under the Seal of such Corporation 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 a Majority of Votes and Proxies then present; and at every such Meeting the Chairman thereof shall and may not only vote as a Principal and Proxy, but in case of an Equality of Votes shall and may also have the decisive or casting Vote; and the Determination of such Meeting upon any Question, Matter, or Thing shall be and be deemed to be the Decision of the said Company, notwithstanding any Irregularity in the giving or taking any Votes at such Meeting; 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; (that is to say,)

Form of Proxy.

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

Proxies to be transmitted to Secretary of Company.

CLXXXII. Provided always, and be it further enacted, That no Person shall be entitled to vote as the Proxy of any Person or Corporation as aforesaid, unless the Instrument appointing such Proxy shall have been transmitted to the Secretary of the said Company Five clear Days at least before the holding of the Meeting at which such Proxy is intended to be used.

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

CLXXXIII. 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 the other Proprietor or Proprietors of such Share; and all Notices by this Act directed to be given to Proprietors of Shares in the said Undertaking shall and may, for or in respect of any such Share so jointly held, be given to the Person who shall so stand first in the Books of the said Company, or be left at the last or usual Place of Abode of such Person, or

or be inserted in the *London Gazette* as herein mentioned, as the Case may require, and such Notice to such Person shall be deemed a sufficient Notice to all the Proprietors of such Share for all the Purposes for which such Notice is intended to be given.

Lunatics and Minors to vote by Committees or Guardians.

CLXXXIV. 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 his Committee, either in Person or by his or their Proxy, and such Minor shall or may vote by his Guardian or by any of his Guardians in Person or by his or their Proxy; provided that every such Committee or Guardian may also vote in right of his own Share or Shares, if he have any, as well as in the Character of Committee or of Guardian.

Proprietors in arrear not to vote.

CLXXXV. And be it further enacted, That no Proprietor of any Share on which any Call made shall be unpaid shall, after the Day appointed for Payment of the same, be allowed to vote at any Meeting of Proprietors of the said Company, either personally or by Proxy, until the Money called for in respect of such Share shall have been fully paid.

Proprietors of Shares may sell the same.

CLXXXVI. And be it further enacted, That it shall be lawful for the several Proprietors of Shares in the said Undertaking, and their respective Executors, Administrators, and Successors, to sell and dispose of any Shares to which they shall be entitled therein, subject to the Rules and Conditions herein mentioned; and the Form of Conveyance of Shares shall be by Writing duly stamped, 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,)

Form of Conveyance of Shares.

'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 [*or* Shares, *as the Case may be*,]
'numbered of and in the Undertaking called "The *Man-*
'*chester* and *Leeds* Railway," to hold unto the said *C.D.*, his Execu-
'tors, Administrators, and Assigns [*or* their Successors and Assigns],
'subject to the several Conditions on which I held the same imme-
'diately 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 .'

And on every such Sale the Deed or Conveyance (being executed by the Seller and Purchaser of such Share or Shares) shall be kept by the Clerk of the said Company, who shall, on Production of the Certificate of the Shares sold, enter in some Book to be kept for that Purpose a Memorial of such Transfer and Sale, and indorse the Entry of such Memorial on the said Deed of Sale or Transfer, for which no more than Two Shillings and Sixpence shall be paid to the said Clerk; and the said Clerk is hereby required to make such Entry or Memorial accordingly, and, on Request, to make an Indorsement of such Transfer on the Back of the existing Certificate of each

Share

Share so sold, for which Indorsement no more than Two Shillings and Sixpence shall be paid; and such Indorsement, signed by such Clerk, shall be considered in every respect the same as a new Certificate; and after such Memorial shall have been made and entered as before directed the Seller of every such Share shall thenceforth be released from all Liability in respect of the Share thereby transferred, any thing in this Act contained to the contrary notwithstanding; and until such Memorial shall have been made and entered as before directed the Seller thereof shall remain and be held liable for all future Calls, and the Purchaser shall not be entitled to demand or receive from the said Company any Part or Share of the Profits of the said Undertaking, or any Interest in respect of such Share paid to him, or to give any Vote in respect thereof as a Proprietor of the said Undertaking: Provided always, that nothing in this Act contained shall prevent any Lien or Security upon any Shares in the said Undertaking being created by a Deposit or Pledge of the Certificates of such Shares being made by the Proprietor of such Shares, notwithstanding the same are by this Act declared to be Personal Estate, but every such Deposit or Pledge shall be as valid and binding upon the Person making the same, and in case of his Bankruptcy or Insolvency upon his Assignees and Creditors, as if the same Shares had been by this Act declared to be Real Estate, and as binding as a Deposit or Pledge of the Title Deeds of Real Estate would be if made under the like Circumstances by the Owner thereof.

Power to close Transfer Books at certain Periods.

CLXXXVII. 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 Ten Days before each of the Half-yearly General Meetings 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 Half-yearly General Meeting: Provided always, that Seven Days Notice at least of the Day on which the Transfer Book shall be closed shall be given in One or more public Newspapers published in *Manchester* and *Leeds*.

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

CLXXXVIII. And be it further enacted, That no Person or Corporation shall sell or transfer any Share which he or they shall possess in the said Undertaking, after any Call shall have been made in respect of such Share after the Day appointed for Payment of the same, unless he or they, at the Time of such Sale or Transfer, shall have paid the full Sum of Money which shall have been called for in respect of each Share.

Receipt of One Proprietor of a Share a sufficient Discharge.

CLXXXIX. And be it further enacted, That the Receipt of the Person or 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 and to the Directors and Treasurer for the Time being

being of the said Company for any Dividend or Sum of Money which shall become payable and be paid for or in respect of such Share, notwithstanding any Uses, Trusts, Intents, or Purposes upon or to which such Share shall be then settled, conveyed, or assigned, whether the said Company have Notice or not of any such Uses or Trusts, and the said Company shall not be bound to see to the Application of the Money mentioned in any such Receipt.

Receipt of the Parent or Guardian of a Minor a sufficient Discharge.

CXC. 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 and their Treasurer for the same.

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

CXCI. And be it further enacted, That it shall be lawful for the said Company from Time to Time, by Order of any General or any Special General Meeting of the said Company, to borrow and take up at Interest any further or additional Sum, not exceeding in the whole the Sum of Four hundred and thirty-three thousand Pounds, on the Credit of the said Undertaking; and 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, or other Sums arising or to arise by virtue of this Act, or any Part thereof, (the Costs and Charges of assigning the same to be paid out of such Rates, Tolls, or Sums,) as a Security for any such Money so to be borrowed as aforesaid, with Interest, to or for the Benefit of the Party or to his Trustee who shall advance the same; and a Copy of the Order of any General or Special General Meeting of the said Company authorizing the borrowing of any such Sum of Money, certified by One Director, or by the Secretary or Clerk of the said Company, to be a true Copy, shall be sufficient Evidence of the making of the Order for such additional Sum; and all such Mortgages, Assignments, or Charges shall be made under the Common Seal of the said Company in the Words or to the Effect following, or with such Variation therein as the Circumstances of the Loan may render necessary; (that is to say,)

Form of Mortgage.

'Number

'BY virtue of an Act passed in the Year 'of the Reign of King *William* the Fourth, intituled [*here set 'forth the Title of the Act*], we, "The *Manchester* and *Leeds* Railway 'Company," incorporated by and under 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, Administra- 'tors, and Assigns, the said Undertaking, 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, Ad- 'ministrators, and Assigns, until the said Sum of

'together

‘ 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 respective Mortgages or Assignments shall be made shall be entitled one with the other to their respective Proportions of the said Rates, Tolls, and 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 such Order of Meeting, or Priority in Date of such Mortgages or Assignments, 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 respectively, 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 Creditors of the said Undertaking, or other Persons interested therein, without Fee or Reward; and all Parties to whom such Mortgages or Assignments 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 or Persons; and every Transfer thereof shall be by Deed duly stamped, in which the Consideration for such Transfer shall be truly stated and specified, and may be in the Words or to the Effect following; (that is to say,)

Mortgages may be transferred.

‘ I *A.B.* of in consideration of the Sum of
‘ paid by *C.D.* of do hereby transfer a certain Mort-
‘ gage (Number) made by “ The *Manchester* and *Leeds*
‘ 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, to the said *C.D.*, his Executors, Admi-
‘ nistrators, and Assigns. Dated this Day of
‘ in the Year of our Lord .’

Form of Transfer of Mortgage.

And every such Transfer shall within Twenty Days after the Date thereof if executed in *England*, or otherwise within Twenty Days next after the 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 such Sum as the said Company shall appoint, not exceeding Two Shillings and Sixpence; and after such Entry or Memorial made every Transfer shall entitle such Assignee, his or her Executors, Administrators, or 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 same, or any Money thereon due or thereby secured, or any Part thereof.

CXCII. And

Power to increase the Capital Stock by the Issue of new Shares.

CXCII. And be it further enacted, That in case the said Company, at any General Meeting or Special General Meeting to be called as in this Act is directed, instead of borrowing such further or additional Sum as aforesaid by way of Mortgage, or continuing the same on Mortgage, shall think it advisable to raise such further or additional Sum or any Part thereof by way of Augmentation of their Capital Stock, or shall deem it expedient to borrow or continue at Interest only a Part of the said further or additional Sum by way of Mortgage, and to raise the Remainder thereof or Part of the Remainder thereof by way of Augmentation of their Capital Stock, then and in either of the said Cases it shall be lawful for the said Company by the issuing of new Shares to augment the Capital Stock of the said Company by any further Sum or Sums of Money, so as the same, together with such Sum of Money, if any, as may be borrowed and continuing at Interest by way of Mortgage as aforesaid, shall not exceed such further and additional Sum of Four hundred and thirty-three thousand Pounds hereby authorized to be raised as aforesaid; and all such further and additional Capital Stock, not exceeding such additional or further Sum as aforesaid, as shall be so raised, shall be considered as Part of the general Capital Stock of the said Company, and be under and subject to the same Provisions, Regulations, Directions, and Management in all respects and to all Intents and Purposes as if the same had been Part of the original Capital Stock of the said Company, except as to the Times of making Calls for the said additional Capital Stock and the Amount of such Calls, which Times and the Amount of such Calls respectively shall from Time to Time be appointed by the said Company: Provided always, that all the Regulations, Provisions, and Authorities herein contained in relation to the Calls for the Capital Stock of the said Company, and to the Recovery thereof or of any Arrears thereof, and to the Forfeiture of any Sums advanced by reason of any Neglect or Refusal to comply with such Calls, shall be applicable to the Calls for the said further and additional Sum hereby authorized to be raised or subscribed as aforesaid, or such Part thereof as shall be required to be raised by way of additional Capital Stock as aforesaid, and to the Refusal or Neglect to comply with such last-mentioned Calls.

Power to borrow Money of Exchequer Loan Bill Commissioners, and give Security. 1 & 2 W. 4. c. 24.

CXCIII. And be it further enacted, That it shall be lawful for the said Company at any Time or from Time to Time, by Order of any General or Special General Meeting, to borrow of the Commissioners for carrying into execution an Act passed in the First and Second Years of the Reign of His Majesty King *William* the Fourth, intituled *An Act to amend several Acts for authorizing the Issue of Exchequer Bills, and the Advance of Money for carrying on Public Works and Fisheries, and Employment of the Poor, and to authorize a further Issue of Exchequer Bills for the Purposes of the said Acts*, any Sum or Sums of Money not exceeding in the whole the Sum or Sums of Money hereby authorized to be raised by Mortgage as aforesaid, and by Deed under the Common Seal and at the Costs of the said Company to assign and assure to the Secretary for the Time being of the said Commissioners, and as they shall direct, free from all Incumbrances, the said Undertaking, and all the Works and Property of the said Company, and all Rates, Tolls, Profits, and Receipts

accruing and thereafter to accrue to or for the Use of the said Company under or by virtue of the Authority of this Act or otherwise, for securing to the said Commissioners the Repayment of the Amount of the Exchequer Bills to be so borrowed as aforesaid.

Security to Commissioners to have Priority.

CXCIV. And be it further enacted, That every Security to be given to the said Commissioners as aforesaid shall not be affected by any Informality in any Meeting or Proceeding of the said Company or the said Directors, and shall have Priority over all other Mortgages, Charges, and Securities whatsoever to be created by the said Company under the Authority of this Act.

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

CXCV. 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 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 by 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, or left at the Office of the said Company, it shall be lawful for Two or more Justices of the Peace acting for the said County Palatine of *Lancaster* or for the West Riding of the County of *York*, not being interested in the Matters in question, and they are hereby required, on Request to them made by or on behalf of any Mortgagee or Assignee of a Mortgagee whose Interest shall be so in arrear, by an Order under their Hands to appoint some Person to receive the Whole or such Parts of the said Rates, Tolls, or Sums as are liable to pay such Interest so due and unpaid as aforesaid; and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Person 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 due and unpaid as aforesaid may be sued for and recovered, with Costs, by an Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

Creditors not to vote.

CXCVI. 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, for or on account of his or her having advanced any Money on such Mortgage or Assignment.

Directors empowered to stipulate Periods for Redemption of Money to be borrowed

CXCVII. 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 or Periods for the Repayment of the Principal Sum of Money so

on Security of Rates.

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 or Times which shall be fixed or agreed upon for the Repayment of the Principal Money thereby to be secured; and such Sum of Money, with all Arrears of Interest thereon, shall accordingly be paid at the Time or Times so to be fixed to the Party who shall upon the Expiration of such Period or Periods be the Holder of and entitled to such Mortgage or Assignment, or his Nominee.

Holder of Mortgages or Assignments for unlimited Periods may demand Payment after 12 Calendar Months from their Date.

Company may pay off such Mortgages upon giving Six Months Notice.

CXCVIII. 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, with 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 Secretary or 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 to the Mortgagee or his Assignee, or publishing such Notice in One or more Newspapers circulated in *Manchester* and in *Leeds*; 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.

For securing the Repayment of Principal Money borrowed.

CXCIX. 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 Monies, at the Time or Times 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 on the said Company, it shall be lawful for Two or more Justices of the Peace acting for the said County of *Lancaster* or for the West Riding of the County of *York*, 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 Mortgages or Assignments as aforesaid, and to whom any Principal Sums of Money shall be then due thereon 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, Tolls, or 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 Persons and Corporations 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 Rates, Tolls, or Sums, and all Interest then due thereon, shall be fully paid and satisfied; 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 at *Westminster*.

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

CC. 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 thereof, 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 Four hundred and thirty-three thousand 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.

Application of Money to be raised.

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

First and other General Meetings of the Company.

CCII. And be it further enacted, That the said Company shall meet together at some convenient Place within Six Calendar Months next after the passing of this Act between the Hours of Ten of the Clock in the Forenoon and Four of the Clock in the Afternoon, and shall then and there proceed in the Execution of this Act; and from and after such First General Meeting of the said Company there shall be a General Meeting of the said Company in the First Week of the Month of *March* and the First Week of the Month of *September* in each and every Year, or within the Space of Fourteen Days next thereafter, and also such and so many Special General Meetings of the said Company as the Directors of the said Company shall think proper, or as shall be convened in manner herein-after provided, of which said General Meetings and Special General Meetings Ten Days public Notice at the least shall be given by Advertisement in One or more Newspapers usually circulated in *Manchester* and in One or more Newspapers usually circulated in *Leeds*, and every such Notice of a Special General Meeting shall specify the Purpose for which any such Special General Meeting is called; and such First General Meeting of the said Company and all other General Meetings and Special General Meetings of the said Company may be adjourned from Time to Time and from Place to Place as shall be deemed expedient.

CCIII. And

Meetings of Proprietors may be specially convened.

CCIII. And be it further enacted, That Fifty or more Proprietors of the said Company, holding in the Aggregate One thousand Shares or upwards in the said Undertaking upon which all Calls actually previously made shall have been paid and satisfied, may by Writing at any Time under their Hands, left at the Office of the said Company or given to at least Three Directors of the said Company, or left at their last or usual 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 Objects 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 given as aforesaid the same may be called by such Fifty or more Proprietors by giving Fourteen Days Notice thereof in One or more Newspapers usually circulated in *Manchester* aforesaid and One or more Newspapers usually circulated in *Leeds* aforesaid, and the said Company are hereby authorized to meet in pursuance of such Notice, and such of the Proprietors thereof as shall be present shall proceed to the Execution of the Powers by this Act given to the said Company with respect to the Matters so specified in such Notice; and all Acts of a Majority in Votes of the Proprietors of the said Company met together at any such Special General Meeting shall be as valid, with respect to the Matters specified in such Notice, as if the same had been done at a General Meeting held at the Time herein-before appointed for holding the same.

Business of Special and adjourned General Meetings.

CCIV. 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 Meeting other than the Business left unfinished at the Meeting from which such Adjournment took place.

Notice of Meetings how to be given.

CCV. And be it further enacted, That all Notices in this Act directed to be given of any General or Special General Meeting of the said Company, or of any Adjournment thereof respectively, or to any of the Proprietors of the said Company, and not herein otherwise provided for, shall be signed by the Chairman or Deputy Chairman of the Directors of the said Company, or by the Clerk of the said Company, and shall be given by Advertisement in One or more Newspapers usually circulated in *Manchester* aforesaid, and also in One or more Newspapers usually circulated in *Leeds* aforesaid; and such Notices, when so published and given, shall be deemed and considered the same as personal Notices.

First General Meeting to choose Directors.

CCVI. And be it further enacted, That at the First General Meeting of the said Company to be held as herein-before is mentioned, or at some Meeting to be held by Adjournment therefrom, Twelve Persons who shall be Proprietors and respectively possessed in their own Right of Twenty-five Shares at the least in the said Undertaking shall be elected Directors to manage the Affairs of the said Company by the other Proprietors present at such Meeting either personally or by Proxy, and of the Twelve Directors so elected as aforesaid Five shall

shall be competent to act; and the several Persons so to be elected, being neither removed nor disqualified nor resigning, shall continue in Office and be respectively Directors until the Half-yearly General Meeting of the said Company which shall be held in the Month of *March* 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; and the said Company at any General Meeting shall have Power to fix what Remuneration (if any) shall from Time to Time be allowed to the Directors of the said Company.

General Meetings for choosing Directors to consist of not less than 30 Persons possessed of at least 1,000 Shares.

CCVII. Provided always, and be it further enacted, That if at any such General Meeting there shall not be Thirty Persons present personally or by Proxy who shall be possessed of or entitled to at least One thousand Shares in the said Undertaking, within Two Hours from the Time appointed for such Meeting, 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 such sufficient Number of Proprietors shall not then attend thereat, such Meeting shall stand adjourned to the Day next following; and in case such Number of Persons, qualified as aforesaid, shall not be then present, the Directors for the Time being shall continue to act and have the same Powers as they had and were possessed of until the next General Meeting which shall be held in the Month of *March* in the following Year, and until new Directors shall at such Meeting or Adjournment thereof as aforesaid be chosen.

Election and Service of Directors.

CCVIII. And be it further enacted, That at the General Meeting to be held in the Month of *March* which will be in the Year of our Lord One thousand eight hundred and thirty-eight Three of the Directors who shall have been so elected as aforesaid (to be determined by Lot amongst themselves) shall go out of Office and cease to be Directors of the said Company, and Three Persons 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 *March* which will be in the Year of our Lord One thousand eight hundred and thirty-nine Three other of the 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 *March* which will be in the Year of our Lord One thousand eight hundred and forty Three other of the 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 *March* which will be in the Year of our Lord One thousand eight hundred and forty-one the remaining Three of the Directors who shall have been so primarily elected as aforesaid shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *March* in every subsequent Year Three of the Directors who shall have been longest in Office shall go out of

of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner.

Directors going out of Office re-eligible.

CCIX. 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 by the said Company 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.

No Person holding Office capable of being a Director.

CCX. 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-five 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.

For supplying Vacancies among Directors.

CCXI. And be it further enacted, That when and so often as any Director of the said Company 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, if they shall think proper so to do, to elect some other Proprietor duly qualified to be a Director; and every such Proprietor so elected to fill up any such Vacancy shall be a Member of the same Committee, and shall continue in Office as a Director 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.

First Directors of the Company.

CCXII. And be it further enacted, That *Samuel Brooks*, *Thomas Broadbent*, *Thomas Fielden*, *Henry Forth*, *Robert Gill*, *Henry Houldsworth*, *William Haynes*, *Aaron Lees*, *John Smith*, and *James Wood*, 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 they 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 Twelve Directors

Directors shall have been duly elected as herein-before prescribed, the said Directors herein named, or the Survivors or Survivor of them, or such of them as shall continue to act, shall and lawfully may allot the Shares remaining undisposed of in the said Undertaking as to the said Directors shall seem fit, and shall and may exercise all other Powers and Authorities which are by this Act given to or which may be exercised by the Directors who may be elected in pursuance hereof at the First or any subsequent Annual General Meeting of the said Company.

Chairman and Deputy Chairman of Directors to be appointed.

CCXIII. And be it further enacted, That the Directors present at the First Meeting of Directors which shall be held after the passing of this Act, and at the First Meeting of Directors which shall be held next after the first Appointment of such Directors, and so at the First Meeting of the Directors which shall be held next after the Annual Meeting in the Month of *March* in each and every Year except the Year One thousand eight hundred and thirty-seven, or at the First Meeting which shall be held next after the Election of the Three Directors in the Place of the like Number of Directors hereby required to go out of Office by Ballot or Rotation as aforesaid, or a Majority of the Directors then present at such Meeting of Directors, shall choose out of the Directors of the said Company a Chairman and Deputy Chairman of the said Directors: Provided always, that when and so often as the Chairman or Deputy Chairman to be chosen by virtue of this Act shall die, or resign, or become disqualified to act, or otherwise cease to be a Director, it shall be lawful for the Directors in like Manner, at the Meeting to be held next after such Vacancy, to choose some other of the said Directors to be Chairman or Deputy Chairman, and every such Chairman or Deputy Chairman so to be chosen as last aforesaid to fill such Vacancy shall continue in such Office so long only as the Person in whose Place or Stead he may be so elected would have been entitled, under the Provisions of this Act, to continue if such Vacancy had not happened.

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

CCXIV. 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 some one 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, shall, 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, have an additional or casting Vote as Chairman.

Powers and Duties of Directors.

CCXV. And be it further enacted, That the Directors for the Time being of the said Company shall have the Control over the Common Seal of the said Company, and to direct in whose Custody the same shall from Time to Time remain; and the said Directors shall have Power to use the same on behalf of the said Company, and shall have full Authority to meet and adjourn from Time to Time

Time and from Place to Place as they the said Directors may deem proper, and also at any Time to call Special General Meetings of the said Company for any Purpose they may think proper, and to appoint the Times and Places of holding General or Special General Meetings of the said Company; 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 there shall be Five Directors at the least present to constitute a Meeting; and no Director, although possessed of many Shares in the said Undertaking, shall have more than One Vote at any such Meeting, except the Chairman of such Meeting, who, in case of an equal Division, shall always have a second or casting Vote as such Chairman; and such Directors shall have full Power and Authority to purchase Lands and Engines and Materials for the Use of the said Undertaking, and to sell Lands hereby authorized to be sold, and to make Contracts and Bargains in respect of or relating to the said Undertaking, and to direct and employ the Works and Workmen, and to superintend and conduct the Affairs of the said Company after the Completion of the said Railway, and to appoint or displace all the Officers and Servants of the said Company, with such Salaries, Gratuities, or Recompences as to the said Directors shall seem proper, and upon the Death, Resignation, or Removal of any of the said Officers and Servants from Time to Time to appoint others in their respective Places; and the said Directors may require and take such Security to the said Company from any Officer or other Person for the faithful Execution of his Duty as they may think proper; and such Directors shall have full Power and Authority to do all Acts whatever for the Management, Regulation, and Direction of the said Company in relation thereto which the said Company are by this Act authorized to do, except such as are required and directed to be done at a General or Special General Meeting of the said Company, and the said Directors shall keep a regular Minute and Entry of their Proceedings at every Meeting of the said Directors; and the said Directors shall also keep full and true Accounts of all Monies disbursed and Payments made by the said Directors and by all Persons employed by or under them, and of all Money 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 whomsoever on any Account for the Use of the said Company, and shall regularly enter in some Book or Books to be from Time to Time provided at the Expence of the said Company for that Purpose, Notes, Minutes, or Copies (as the Case shall require) of such Appointments, Contracts, Bargains, Receipts, and Disbursements, and of other their Orders and Proceedings; and such Book or Books shall be deposited with and be kept under the Care and Direction of the said Directors: Provided nevertheless, that it shall not be lawful for the said Directors to fix or order what Remuneration shall be allowed to the Directors of the said Company: Provided also, that the said Company shall and they are hereby required to take sufficient Security from every Person who shall be appointed Treasurer of the said Company, and from every

Security from Treasurer.

every Receiver, Collector, or other Officer appointed by them or by the Directors 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.

Meetings of Directors to choose Committees.

CCXVI. And be it further enacted, That at the First Meeting of Directors which shall be held after the passing of this Act, and at the First Meeting of the Directors which shall be held next after the first Appointment of Directors under the Provision herein contained, and at the First Meeting of Directors which shall be held next after the General Meeting in the Month of *March* in each Year except the Year One thousand eight hundred and thirty-seven, the Directors present at such Meeting of Directors shall choose out of the Directors of the said Company such Committees as they shall think proper, to do, execute, and perform all Matters and Things whatsoever in or about the said Undertaking which the said Directors shall from Time to Time think proper to entrust to the Care and Management of such Committees respectively (save and except, nevertheless, the making of Calls for Money upon the Proprietors of the said Undertaking); and such Committees respectively shall have Power 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 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 a Majority of the Members present at the respective Meetings of every such Committee; and at all Meetings of the said Committees One of the Members present shall be appointed Chairman, and all Questions shall be determined by a Majority of the Members present, and the Chairman shall be entitled to vote on all Questions, and in case of an equal Division of Votes upon any Subject entertained by the said Committee shall have an additional or casting Vote.

Contracts signed by Three Directors to be binding.

CCXVII. And be it further enacted, That all Contracts and Agreements in Writing relating to the Affairs of the said Company, which shall be signed by any Three of the Directors of the said Company, shall be binding on the said Company and all other Parties thereto, their respective Successors, Heirs, Executors, and Administrators, and Actions and Suits may be maintained thereon, and Damages and Costs recovered by or against the said Company or any of the other Parties thereto failing in the Execution thereof.

Orders and Proceedings to be entered in a Book.

CCXVIII. And be it further enacted, That the Order and Proceedings of all Meetings, as well General as Special, of the said Company, and of the said Directors and Committees respectively, shall be entered in some Book or Books to be provided and kept 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 the 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 Members of the Committee,

Committee, or of the Signature of such Chairman, as the Case may be; all of which last-mentioned Acts shall be presumed.

Directors to cause Accounts to be kept.

CCXIX. And be it further enacted, That the said Directors shall cause a Book or Books to be kept by a Book-keeper who shall be expressly appointed by the said Directors for that Purpose, and who shall enter or cause to be entered in such Book or Books true and regular Accounts of all Sums of Money received and expended for or on account of the said Undertaking, and of the several Articles, Matters, and Things for which such Sums of Money shall have been disbursed and paid; and such Book or Books shall at all reasonable Times be open to the Inspection of the respective Proprietors of the said Company and of the respective Creditors for Money advanced and lent for the Purposes of this Act, without Fee or Reward; and the said Proprietors and Creditors as aforesaid may take Copies of or Extracts from the said Book or Books, or of any Part thereof, without paying any thing for the same; and in case the said Book-keeper shall refuse to permit or shall not permit such Proprietors and Creditors, or any of them, to inspect such Book or Books, or to take such Copies or Extracts as aforesaid, such Book-keeper shall forfeit and pay for every such Offence any Sum not exceeding Twenty Pounds, to be levied and applied in the same Manner as other Penalties are by this Act directed to be levied and applied.

Treasurer and Clerk not to be the same Person.

CCXX. And be it further enacted, That it shall not be lawful for the said Directors to appoint any Person who may be appointed Secretary or Clerk in the Execution of this Act, or the Partner of such Secretary or Clerk, or any Person in the Service or Employ of such Secretary or Clerk or of his Partner, to be a 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 his Partner, to be the Secretary or Clerk of the said Company for the Purposes of this Act; and if any Person shall accept both the Offices of Secretary or Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of such Secretary or Clerk, or in the Service or Employ of such Secretary or 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 Secretary or Clerk in the Execution of this Act, or shall act as Deputy of such Secretary or Clerk, or in any Manner officiate for such Secretary or 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*.

Officers to account.

CCXXI. And be it further enacted, That every Officer and Person who shall be appointed or employed by virtue of this Act shall from Time

Time to Time, when thereunto required by the said Directors or by the said Company, make out and deliver to the said Directors or to the said Company, or to such Persons as they shall respectively appoint for that Purpose, a true and perfect Account in Writing under his or her Hand of all Monies which shall have been by him or her received by virtue of this Act; and 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 or her unto the Treasurer of the said Company, or to such Persons as the said Directors of the said Company shall appoint to receive the same; and if any such Officer or Person shall refuse or neglect to render such Account, or to produce and deliver up 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 Directors or to the said Company, or to such Persons as they shall respectively appoint, within Three Days after being thereunto required by the said Directors or by the said Company or by such other Persons as last aforesaid, all Books, Papers, and Writings in his or her Possession or Power relating to the Execution of this Act, then and in every such Case, Complaint being made thereof by the said Directors or by the said Company, or by any other Person on their Behalf, to any Justice of the Peace acting for the said County Palatine of *Lancaster* or for the said West Riding of the County of *York*, such Justice may and he is hereby required by Warrant under his Hand and Seal to cause such Officer or Person to be brought before him, and upon his or her appearing or not being to be found to hear and determine the Matter of such Complaint in a summary Way, and to settle the said Account, if produced, in such Manner as the said Directors or the said Company 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, or by the solemn Affirmation of any Person being of the Society of Persons called *Quakers*, it shall appear to such Justice that any of the Monies which shall have been collected and received shall be in the Hands of or be owing from such Officer or Person, such Justice may and he is hereby required, upon Nonpayment thereof, by Warrant under his Hand and Seal to cause such Money to be levied by Distress and Sale of the Goods and Chattels of such Officer or Person; and if no Goods or Chattels shall be found sufficient to answer and satisfy the said Monies, and the Charges of taking and making such Distress and of selling the same, or if such Officer or Person shall not appear before such Justice at the Time and Place appointed for that Purpose, or if appearing shall refuse or neglect to make out and deliver to such Justice such Account in Writing as aforesaid, or to produce and deliver to the said Justice the several Vouchers and Receipts relating to such Accounts, or to deliver up such Books, Papers, and Writings as aforesaid, then and in either 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 the same County Palatine

or West Riding (as the Case may require), there to remain without Bail or Mainprize until he or she shall have made out and delivered such Account, and have delivered up the Vouchers and Receipts, if any, relating thereto, and have delivered up such Books, Papers, and Writings, if any, as aforesaid, and shall have paid all the Money which shall appear to be in the Hands of or owing from him or her, and the reasonable Charges of such Distress and Sale, if any, as shall in that respect have been made, or until he or she shall have compounded with the said Directors or with the said Company for such Money and Charges, and have paid the Composition Money to the said Directors or to the said Company (and which Composition the said Directors and the said Company are hereby respectively empowered to make), or have given Satisfaction in respect of such Vouchers, Receipts, Books, Papers, and Writings to the said Directors or to the said Company: 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.

Company empowered to make Bye Laws.

CCXXII. And be it further enacted, That the said Company, at some General or Special General Meeting of the said Company, shall have full Power and Authority from Time to Time to make such Bye Laws, Orders, and Rules as to them shall seem expedient for the good Government of the Affairs of the said Company, and for regulating the Proceedings and remunerating 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, Orders, and Rules, 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, Orders, and Rules, being reduced into Writing under the Common Seal of the said Company, shall be printed and published; and such Bye Laws, Orders, and Rules, except such as shall relate solely to the Proprietors or Directors of the said Company, or to any of their Officers or Servants, shall be painted on Boards, and hung up and affixed and continued on the Front or other conspicuous Part of the several Toll Houses to be erected on the said Railway and other Buildings or Places at which any Rates or Tolls shall be collected or paid under the Authority of this Act, and which Boards 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, Orders, and Rules 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, Orders, or Rules be not repugnant to the Laws of that Part of the United Kingdom of *Great Britain* and *Ireland* called *England*, or to any Directions in this Act contained; and all such Bye Laws, Orders, and Rules shall be subject to Appeal in manner herein-after mentioned.

CCXXIII. And

Accounts to be made up half-yearly.

CCXXIII. And be it further enacted, That the said Company shall and they are hereby required to cause a true and particular Account to be kept, and to be made up twice in every Year, that is to say, on the Thirtieth Day of *June* and the Thirty-first Day of *December*, of the Money received by or for the Use of the said Company by virtue of this Act, and of the Charges and Expences attending the making, maintaining, and carrying on the said Undertaking, and of all other the Receipts and Expenditure of the said Company up to those Periods respectively; which Account shall be laid before the Half-yearly General Meetings of the said Company hereinbefore directed to be held in the Months of *March* and *September* respectively: Provided always, that if the Account so to be laid before any Half-yearly General Meeting shall not be considered satisfactory by such Meeting, then and in such Case the said Meeting shall have Power to appoint a Committee of Inspection, to consist of Five Proprietors, each of whom shall hold at least Twenty Shares in the said Undertaking, who shall examine into such Account, and report thereon to a future Meeting of the said Company to be held for that Purpose by Adjournment or otherwise; and for the Purpose of such Examination the said Directors shall, on Demand, at all convenient Times cause to be produced to the said Committee or any Three Members thereof all Books of Accounts, Vouchers, and Documents in the Possession or Power of the said Directors relating to the Affairs of the said Company.

Dividend to be declared.

CCXXIV. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered from Time to Time, at any Half-yearly General Meeting or at a Special General Meeting to be called for that Purpose, to declare and make a Dividend 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 such Dividends shall not be made oftener than twice a Year, and no Dividends shall be made exceeding the net Amount of clear Profit at the Time being in the Hands of the said Company, 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.

Tonnage Rates allowed to be taken.

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

Rates of Tonnage.

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

For Coal, Lime, Coke, Culm, Charcoal, Cinders, Stone, Sand, Clay, Ironstone, Iron Ore, Building, Pitching, and Paving Stones, Flags, Bricks, Tiles, and Slates, the Sum of One Penny Halfpenny *per* Ton *per* Mile:

For Corn, Grain, Flour, Dyewoods, Timber, Staves, Deals, Lead, Pig, Bar, Rod, Hoop, Sheet, and all other Wrought Iron and Castings not manufactured into Machinery, Utensils, or into other Articles of Merchandize, 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:

Power to take Tolls for Carriages conveying Passengers, &c.

CCXXVI. 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, and for Carriages so conveyed on the said Railway not being adapted and used for travelling on a Railway, any Tolls not exceeding the following; (that is to say,)

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, not exceeding the Sum of One Penny Halfpenny *per* Mile:

For every Calf, Sheep, Lamb, or Pig conveyed in or upon any such Carriage, the Sum of One Halfpenny *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:

For every Carriage weighing more than One Ton, the Sum of Four-pence *per* Ton *per* Mile.

Company empowered to provide and charge for locomotive or other propelling Power.

CCXXVII. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to provide locomotive or stationary 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, and to receive, demand, and recover, for the Use of such Engines or other Power, in addition to the several other Rates, Tolls, or Sums by this Act authorized to be taken, such Sums of Money as the said Company shall think proper, not exceeding the Charge of Three Halfpence *per* Ton *per* Mile, in respect of the Carriage of any Coal, Lime, Coke, Culm, Charcoal, Cinders, Stone, Sand, Clay, Ironstone, Iron Ore, Building, Pitching, and Paving Stones, Flags, Bricks, Tiles, and Slates.

Company authorized to carry Passengers, Cattle, and Goods, and to charge for the same.

CCXXVIII. 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 convey upon the said Railway, and also along and upon any other Railway communicating therewith, in Waggons or other Carriages belonging to the said Company, all such Passengers, Cattle, and other Animals, Goods, Wares, and Merchandize, Articles, Matters, and Things, as shall be offered to them for such Purpose,

and to make such reasonable Charges for such Conveyance as they may from Time to Time determine upon, in addition to the several Rates or Tolls by this Act authorized to be taken: Provided always, that it shall not be lawful for the said Company or for any Person using the said Railway to charge for the Conveyance of any Passenger upon the said Railway any greater Sum than the Sum of Three-pence Halfpenny *per* Mile, including the Rate or Toll hereinbefore granted.

Packages containing Goods of a dangerous Quality to be marked.

CCXXIX. 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 other Goods 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 Ten 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.

CCXXX. 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 always, that nothing herein contained shall in any Case extend or be deemed or construed to 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, or be deemed or construed to 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.

Act not to prevent Company from hiring locomotive Engines.

CCXXXI. Provided always, and be it further enacted, That nothing in this Act contained shall be construed to prevent the said Company from making any Agreement with any Person for the Hire or Use of any locomotive Engine or of any Carriage, and to pay for the same such

such reasonable Sum as may be agreed on between the said Company and such Person; any thing herein contained to the contrary thereof notwithstanding.

Locomotive Steam Engines to consume their own Smoke.

CCXXXII. And be it further enacted, That the Boiler of every locomotive Steam Engine to be used upon the said Railway shall be constructed upon the Principle of consuming its own Smoke, under a Penalty of Five Pounds for every Offence, to be recovered in a summary Way by the Order and Adjudication of One or more Justices of the Peace, on Complaint to him for that Purpose made, in the same Manner as other Penalties and Forfeitures (for the Recovery whereof no special Directions are given) are by this Act directed to be recovered; one Half of which Sum of Five Pounds, as often as the same shall be recovered, shall be paid to the Informer, and the other Half to the Vestry Clerk or other proper Officer of the Parish or Place where such Offence shall be committed, for the Benefit of the Poor of such Parish or Place.

Company authorized to fix the Price of small Parcels.

CCXXXIII. 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, if of the same Nature, and sent at the same Time, and by or to the same Person, but only to single Parcels unconnected with Parcels of a like Nature which may be sent upon the Railway at the same Time.

Regulating the Charge for short Distances.

CCXXXIV. Provided always, and be it further enacted, That in all Cases where any of the above-mentioned Articles, Matters, Things, or Persons shall be conveyed on the said Railway for a less Distance than Six Miles, the said Company are hereby empowered to demand and receive the afore-mentioned Rates, Tolls, and Charges for Conveyance, as the Case may be, for Six Miles, exclusive of a reasonable Charge for the Expence of loading and unloading such Articles, Matters, and Things, 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 in Cases of fractional Parts of a Ton or of a Mile.

CCXXXV And be it further enacted, That (without Prejudice to any of the Provisions herein-before contained) in all Cases in which there shall be a Fraction of a Ton a Proportion of the said Rates or Tolls may be demanded and taken for such Fraction, according to the Number of Quarters of a Ton contained therein, and when 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 or Tolls 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

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 or Tolls shall be demanded and taken upon the said Railway, the said Company shall cause the said Railway to be measured, and Stones or other conspicuous Marks, with proper Inscriptions thereon, to be set up and maintained along the whole Line thereof, at the Distance of a Quarter of a Mile from each other.

Company to keep a separate Account of the Tolls for the Use of the Railway.

CCXXXVI. And be it further enacted, That in all Cases in which the said Company shall carry for their own Profit any Passengers, Cattle, or other Animals, Goods, Wares, or Merchandize, Articles, Matters, or Things, a separate Account shall be duly kept, showing the Amount of Rates or Tolls which would have been received by the said Company for the Use of the said Railway in respect of such Passengers, Cattle, or other Animals, Goods, Wares, Merchandize, Articles, Matters, or Things, if carried by any other Party or Parties; and the said Company shall also keep a separate Account of the Amount of the Rates or Tolls which shall from Time to Time be received by the said Company for the Use of the said Railway in respect of any Passengers, Cattle, or other Animals, Goods, Wares, and Merchandize, Articles, Matters, and Things, carried by any other Party or Parties; and the Overseers of the Poor of the several Parishes and Townships through which the said Railway shall pass shall have free Access to and Liberty to inspect the same at any Times during the Months of *February* and *August* in each Year.

Power to reduce the Rates or Tolls.

CCXXXVII. 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 or Tolls by this Act authorized to be taken, and to take the 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 to be charged equally.

CCXXXVIII. Provided always, and be it further enacted, That the aforesaid Rates and Tolls and Charges for locomotive or other Power to be taken by virtue of this Act shall at all Times be charged equally and after the same Rate *per* Ton *per* Mile throughout the whole of the said Railway in respect of the same Description of Articles, Matters, or Things, and that no Reduction or Advance in the said Rates and Tolls or Charges shall, either directly or indirectly, be made partially or in favour of or against any particular Person or Company, or be confined to any particular Part of the said Railway, but that every such Reduction or Advance of Rates and Tolls or Charges upon any particular Kind and Description of Articles, Matters, or Things shall extend to and take place throughout the Whole and every Part of the said Railway upon and in respect of the same Description of Articles, Matters, and Things so reduced or advanced, and shall extend to all Persons whomsoever using the same, or carrying the same Description of Articles, Matters, and

Things thereon; any thing to the contrary thereof in anywise notwithstanding.

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

CCXXXIX. And be it further enacted, That the said Company shall cause to be painted on Boards, and to be affixed and continued, and renewed as often as the same shall be obliterated or defaced, to or upon every Toll House or Building at which any of the Rates or Tolls by this Act authorized shall be collected or received, in some conspicuous Place, in large and legible Characters, an Account or List of the several Rates and Tolls 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 or Tolls aforesaid, shall, after and whilst such Account or List shall be affixed as aforesaid, demand or take more than the Amount thereon 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 or Tolls only payable while Boards remain.

CCXL. Provided always, and be it further enacted, That it shall not be lawful for the said Company to demand or take any Rates or Tolls for or in respect of any Article, Matter, or Thing, or any Carriage, Passenger, or Cattle, carried or conveyed upon or along the said Railway, except during the Time that the said Board shall be so affixed as aforesaid, and for and during such Time only as the Stones or other conspicuous Marks, with proper Inscriptions thereon, by this Act directed to be set up, for ascertaining the Distance for which such Rates or Tolls shall be taken, shall remain so set up.

Penalty on Persons defacing Boards.

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

For preventing Toll Collectors misbehaving.

CCXLII. And be it further enacted, That every Collector of the Rates or Tolls 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, each of the Letters of such Names to be at least Two Inches in Height and of a Breadth in proportion, and painted either in White Letters on a Black Ground or in Black Letters on a White Ground, and shall continue the same so placed during the whole Time he shall be upon Duty; and if any Collector of the said Rates or Tolls 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 or Toll from any Person than he shall be authorized to do by virtue

virtue of the Powers of this Act and of the Orders of the said Company made in pursuance thereof, or shall refuse to permit or shall not 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 or Tolls, or shall in answer to such Demand give a false Name or Names, or upon the legal Rate or Toll 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 Five Pounds for every such Offence.

Recovery of Rates or Tolls.

CCXLIII. And be it further enacted, That the Rates or Tolls hereby 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 or Tolls, direct or appoint; and in case of Refusal or Neglect, on Demand, to pay such Rates or Tolls as have accrued due unto the respective Persons appointed to receive the same as aforesaid, the said Company may, in case such Rates or Tolls 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 or Tolls ought to have been paid may and he is hereby empowered, whether such Rates or Tolls shall amount to the Sum of Ten Pounds or not, to seize the Goods, Articles, and other Things for or in respect whereof any such Rates or Tolls ought to be or ought to have been paid, or any Part thereof, and the Carriage laden therewith, or any other Goods, Articles, or Things belonging to the Person liable to pay such Rates or Tolls, and detain the same until such Payment shall be made, together with all reasonable Charges for such Seizure and Detention; and if such Goods, Articles, and Things shall not be redeemed within Twenty-one Days next after the taking thereof the same shall be appraised and sold, and such Rates, Tolls, and Charges satisfied thereout, as the Law directs in Cases of Distress for Rent.

Company empowered to lease the Rates or Tolls.

CCXLIV. And be it further enacted, That it shall be lawful for the said Company from Time to Time to let the Rates and Tolls by this Act made payable, or any Part thereof, upon the Whole or upon any Part of the said Railway, to any Person or Corporation for any Term which they shall think proper not exceeding Seven Years from the Commencement of any such Lease, and to commence in Possession upon or within Three Calendar Months next after granting the same; and every such Lease shall be valid, and the respective Lessees thereof, and also such Persons as such Lessees shall appoint to collect and receive the Rates or Tolls so let, shall, during the Continuance of such Lease, be deemed Collectors of the Rates or Tolls so let, but for the proper Use of the Lessees thereof, and shall have the same

Power

Power and Authority to collect and recover the same, and be subject to the same Rules, Duties, and Penalties as if they had been appointed for that Purpose by the said Company: Provided always, that public Notice of the Intention to let the said Rates and Tolls, or the Part thereof intended to be let, shall be given by the said Company by Advertisement to be inserted in some One or more Newspapers circulated in *Manchester* and in some One or more Newspapers circulated in *Leeds* at least Fourteen Days prior to any Meeting of the said Company or of the said Directors at which it may be intended that the said Rates and Tolls shall be let as aforesaid.

Power of Re-entry in case of Non-performance of Conditions of Lease of Rates or Tolls.

CCXLV. And be it further enacted, That in case any of the Rates or Tolls 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 any of them, or in case all or any Part of any Rent agreed to be paid by such Lessee or Farmer shall be in arrear or unpaid for the Space of Seven Days next after any of the Days on which the same ought to be paid pursuant to the Lease, Agreement, or Contract for demising or letting the same Rates or Tolls, or in case any temporary or other Collector of any of the said Rates or Tolls shall be discharged from his Office, or shall die, abscond, or absent himself, and any such Collector who shall be so discharged, or the Wife, Widow, or any of the Children or Family, or any Representative of any such Collector who shall die, abscond, or absent himself, or be discharged, or in case any Person being in Possession thereof, shall refuse to deliver up or shall not deliver up Possession of any Toll House, Weighing Machine, or other Building, with the Appurtenances thereto respectively belonging, to be erected or provided under the Powers or used for any of the Purposes of this Act, for or within the Space of Seven Days after Demand thereof made in Writing given to him or left at such Toll House, Office, Weighing Machine, or Building, or at any of such Toll Houses, Offices, Weighing Machines, or Buildings which shall be or have been in the Possession or Occupation of such Collector or Person, such Demand in Writing to be signed by any Two or more of the said Directors, or by a Secretary or Clerk 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 for the County Palatine of *Lancaster* or for the West Riding of the County of *York*, upon Application made by the said Directors, or by a Secretary or Clerk for the Time being of the said Company, by Warrant under the Hands and Seals of such Justices respectively, to order any Constable or other Peace Officer, with such Assistance as shall be necessary, to enter upon and take possession of every or any such Toll House, Office, Weighing Machine, or other Building, with the Appurtenances thereunto belonging, and to remove and put such Lessee, Farmer, or 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 or Tolls, and to put the said Company or their Agent, or their new Lessee, Farmer, or Collector, into the Possession thereof, and thereupon it

shall be lawful for the said Company to vacate and determine the Lease, Contract, or Agreement (if any) which was previously subsisting, and the same shall accordingly be utterly void to all Intents and Purposes (save as to the Covenants and Agreements for Payment of the Rent 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 demise or let to farm the said Rates or Tolls to the same or any other Person, or cause them to be collected, in such and the same Manner as if no former Demise, Contract, or Agreement had been made relative thereto.

Owners of Carriages to give Account of Loading.

CCXLVI. 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 an exact and true Account in Writing signed by them to the Collectors of the Rates or Tolls, at the Places where they shall attend for that Purpose, 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 or Tolls, then such Owners or other Persons shall specify the respective Quantities liable to each or any of the said Rates or Tolls; and in case any such Owner or other Person as aforesaid shall neglect or refuse so to give and deliver such Account or to produce his Way Bill to any Collector demanding the same, or shall give a false Account, or shall leave or deliver out or take off any Part of his Lading or Goods at any other Place than may be mentioned in such Account, with an Intent to avoid the Payment of any of the said Rates or Tolls, and shall be thereof convicted before any Justice of the Peace acting for the County Palatine of *Lancaster* or for the West Riding of the County of *York*, every Person so offending shall for every such Offence forfeit and pay to the said Company any Sum not exceeding Forty Shillings for every Ton of Goods, or for any 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 Way Bill shall not be produced as aforesaid, or of which a false Account shall have been given, or which shall be fraudulently left, delivered out, or taken off as aforesaid, as the Case shall happen, over and above the Rate or Toll to which such Goods or Things may be liable.

Weight of Goods ascertained.

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

Fifty Cubic Feet of all other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity, any Usage to the contrary notwithstanding.

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

CCXLVIII. And be it further enacted, That if any Difference shall arise between any Collector of the said Rates 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 on the said Railway, or of any Goods, Articles, or other Things in or on such Carriage, or respecting the Goods, Articles, or other Things in such Carriage, or the Rates or Sums due in respect thereof, it shall be lawful for such Collector or other Officer as aforesaid to detain such Carriage, and to weigh, measure, and gauge, or cause to be weighed, measured, and gauged, such Carriage, and all such Goods, Articles, and other Things as shall be therein or thereon; and in case the same shall, upon such weighing, measuring, and gauging, appear to be of greater Weight or Quantity than shall be stated in the Account given thereof as aforesaid, then the Person giving in such Account shall pay, and the Owner of such Carriage, and the respective Owners of such Goods, Articles, and other Things, shall also, at the Option of the said Company, be liable to pay, the Costs and Charges of such weighing, measuring, and gauging; all of 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 and Sums are in this Act authorized to be recovered and levied; but if such Goods, Articles, or other Things shall appear to be of the same or less Weight or Quantity than shall be stated in such Account, then the said Company shall pay the Costs and Charges of such weighing, measuring, 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, Articles, or other Things, such Damage as shall appear to any Justice of the Peace for the County Palatine of *Lancaster* or for the West Riding of the County of *York*, on the Oath or Affirmation (as the Case may require) 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 or Affirmation, that such Detention and weighing, measuring and gauging, was without reasonable Ground, 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 weighing, measuring, and gauging, and shall also pay to such Owner or Person, or to the respective Owners of such Goods, Articles, or other Things as aforesaid, such Damage as shall appear to such Justice to have arisen from such Detention; and in default of immediate Payment thereof by the said Company, or by such Collector or other Officer as aforesaid (as the Case may be), the same may be recovered by Distress and Sale of the Goods 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).

CCXLIX. And

For settling Disputes about the Amount of Rates or Tolls.

CCXLIX. And be it further enacted, That if any Dispute shall arise concerning the Amount of the Rates or Tolls 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 or Tolls due, or (as the Case may require) such Rates or Tolls, and the Amount of the Charges of seizing, distraining, keeping, or selling such Distress, shall be ascertained by some Justice of the Peace for the County Palatine of *Lancaster* or for the West Riding of the County of *York*, who, upon Application made to him for that Purpose, shall examine the said Matter upon Oath or Affirmation of the Parties or other Witnesses, and determine the Amount of the Rates or Tolls 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 Nonpayment thereof, on Demand, such Costs shall be levied by Distress and Sale of the Goods and Chattels of the Party directed to pay the same by Warrant under the Hand and Seal of such Justice.

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

CCL. And be it further enacted, That the respective Owners of Carriages passing or being upon the said Railway, and carrying Passengers or Goods for Pay, Hire, or Reward, 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 or other Person having the Care of any Carriage, or who shall conduct the same upon the said Railway, without having such Carriage previously weighed, measured, 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 some Secretary, 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 each 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 of Carriages to be accountable for Da-

CCLI. And be it further enacted, That the respective Owners of Engines and Carriages passing or being upon the said Railway and Works, or any Part thereof, shall be and they are hereby respectively made

mage done by their Servants.

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, Machinery, Apparatus, or other Works made by virtue of this Act, or to or upon the Property of any other Person, either by loading or unloading such Carriages, or by any 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 the Confession of the Party offending or upon the Oath, or, in the Case of a Quaker, the Affirmation of some credible Witness, pay to the said Company or to the Person injured (as the Case may be) 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, if any can be conveniently found, of the Owner of such Carriage by Warrant under the Hand and Seal of such Justice; and the Overplus, if any, of the Proceeds of such Sale, after Deduction of such Damages, Penalties, Costs, Charges, and Expences, together with the Costs and Charges of such Distress and Sale, shall be returned, upon 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 herein-after directed with respect to Persons 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, 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, either upon Proof made, or by Default, or upon Demurrer, the Plaintiff in any such Case shall recover his Damages sustained as aforesaid, with full Costs of Suit.

Owners to recover from their Servants Money paid for their Neglect, &c.

CCLII. Provided always, and be it further enacted, That in case any Owner of any Carriage passing or being upon the said Railway and Works, or any Part thereof, 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, or in the Case of a Quaker Affirmation, 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 hath not been repaid to him by such Servant although demanded, such Oath or Affirmation being made before some Justice of the Peace for the County or Riding 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 Costs and Charges as aforesaid, when recovered, shall be paid to such Owner in discharge of such Penalty and Satisfaction or either of them, and 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 Gaol or House of Correction for the said County, Riding, or Place, there to remain without Bail or Mainprize for any Time not exceeding Three Calendar Months.

Railway to be free on Payment of Rates.

CCLIII. 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 Payment 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.

Weights allowed to be carried on the Railway.

CCLIV. 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 Weight, 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 of which the said Company are hereby authorized to demand, receive, and recover such a Sum 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 the said Railway, without the special Licence of the said Company or their Agents, and for the Tonnage of which Weight exceeding Eight Tons as aforesaid the said Company are hereby authorized to demand, receive, and recover such a Sum or Sums as they may deem proper.

Company to regulate the Passage on the Railway.

CCLV. 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 the Times when the same shall be open for Use, 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 or Premises occupied by or 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, and by all Travellers and Passengers passing upon the said Railway, upon pain of forfeiting and paying a Sum not exceeding Five Pounds, which the said Company may attach to any such Default: Provided always, that in every Case of Infraction or Nonobservance of any such Rules or Regulations which shall be attended with Danger to the Public or Annoyance to Travellers, or which shall obstruct or hinder the said Company in their due and lawful Use and working of the said Railway, it shall be lawful for the said Company and their Agents summarily to interfere to obviate such Danger, or to remove or prevent such Obstruction, Nuisance, or Hindrance.

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

CCLVI. And be it further enacted, That no Carriage shall pass along or be upon the said Railway or any Part thereof, or the Works connected therewith (except in directly crossing the same as herein authorized for the Occupation of the respective Lands through which such Railway shall be laid), or in passing any public or private Carriage Road (which may happen to cross the said Railway), unless such Carriage shall at all Times, so long as it shall be used or shall be on the said Railway and Works or any Part thereof, remain and be of such Construction and in such State and Condition as the Rules and Regulations of the said Company may from Time to Time or at any Time require (and which Rules and Regulations the said Company are hereby expressly authorized to make, and wholly or partially alter or revoke, from Time to Time, with Power to make new Rules and Regulations from Time to Time in lieu of or in addition to any former Rules and Regulations:) Provided always, that all the Rules and Regulations which the said Company may from Time to Time make in regard to such Carriages shall, before they shall have any Effect as Rules and Regulations, be published once in some One Newspaper usually circulated in *Manchester* and some other Newspaper usually circulated in *Leeds;* and such Publications as aforesaid shall be deemed and taken to be sufficient for all Purposes, and to be express Notice of all such Rules and Regulations to all Persons and Companies whomsoever; and the Production of a Newspaper circulated in each of the said Places, containing a Notice purporting to be a Notice of the Rules and Regulations of the said Company, shall for all Purposes be considered sufficient Evidence of the due making and Publication of such Rules and Regulations: Provided also, that if any Dispute shall at any Time and from Time to Time arise between the said Company and the Owner of any such Carriage as to the original Construction or as to the State or Condition from Time to Time or at any Time of any such Carriage in reference to the past or existing Rules and Regulations of the said Company, such Disputes shall from Time to Time, when and as they may arise, be immediately referred to Two indifferent Persons, one to be appointed by the said Company, and another by the Owner of any such Carriage, and the Third to be appointed by the Two so first appointed previous to their entering on the Business of the Reference; and the

Decision in Writing of such Two Arbitrators and their Umpire, or of any Two of them (as the Case may be), shall be final and conclusive; and if either the said Company or the said Owner shall, for Fourteen Days after being so required in Writing by the other of them, neglect or refuse to appoint a Referee to act on their or his Behalf, then the Referee of the other Party may alone make a final Decision in Writing; and such Award or Decision shall, upon Proof of the Signatures thereto, be admitted in all Courts, and before all Judges, Justices, and others, as sufficient Evidence for all Purposes whatsoever of all the Facts therein stated; and if any Carriage at any Time, not being in the State and Condition which the Rules and Regulations of the said Company in existence at that Time may require, shall pass or be upon any Part of the said Railway or the Works connected therewith (except as aforesaid), the Owner thereof or his Servant, or any One of his Servants having for the Time being the Charge of any such Carriage, shall forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds for every such Offence.

Engines used on Railway to be approved of by Company.

CCLVII. 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 first have 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 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 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, 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.

CCLVIII. Pro-

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

CCLVIII. 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 made proper and convenient 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 any Owner or Occupier thereof, or according to the Provisions of this Act,) at all Times to pass and repass, and to lead and conduct 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 for the Purpose of occupying the same Lands, without Payment of any Rate or Toll for the same; 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 not to be used as a Passage for Horses or other Cattle.

CCLIX. Provided always, and be it further enacted, That if any Person (save and except the said Company and their Agents and other Persons by them authorized for the Purposes only of the said Undertaking) shall ride, lead, or drive, or cause to be ridden, led, or driven, or shall aid or assist in leading or driving, or shall permit or suffer to be upon such Railway or any Part thereof any Horse, Mule, or Ass, or any Cow or other Neat Cattle, Sheep, Swine, or any other Beast or Animal, (except only in directly crossing the same at Roads or Places to be appointed for that Purpose, or for the necessary Occupation as aforesaid 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.

Penalty on Persons on Foot using Railway.

CCLX. And whereas it may be attended with very great Danger to the Public if the said Railway should be used by Persons on Foot; be it therefore enacted, That if any Person shall be or travel or pass on Foot upon the said Railway without the Licence and Consent of the said Company, unless for the Purpose of attending any Carriage under his Care or in the Use of the aforesaid Roads, 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 any Sum not exceeding Ten Pounds for every such Offence.

Penalty on Persons obstructing the free Course of Railway.

CCLXI. And be it further enacted, That if any Person shall throw, place, or wilfully scatter or drop 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 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 and every Person actually or constructively aiding or assisting therein shall respectively forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds for every such Offence.

CCLXII. And

Penalty for obstructing the Railway by overloading, &c.

CCLXII. And be it further enacted, That if the Loading of any Carriage using the said Railway shall be suffered to extend more than Twenty-four 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 made remove the same, then and in every such Case, and without Prejudice to any other Provision in this Act contained, such Person shall forfeit and pay for every such Offence any Sum not exceeding Forty Shillings for every Hour during which such Obstruction shall continue after the making of such Request, and so in proportion for any less Period than an 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 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 detained.

Penalty on destroying Works.

CCLXIII. 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 or other Works erected or made by virtue of this Act, or any Part of the Materials of any such Works, so as that the Use of or Passage on the said Railway shall be or shall be liable to be obstructed, impeded, or otherwise interrupted, 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.

CCLXIV. 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 Ten Shillings nor less than Five Shillings, to be recovered and applied in like Manner as Penalties imposed by this Act are directed to be recovered and applied.

Company not to permit the Erection of Beer-shops on their Land.

CCLXV. And be it further enacted, That during the Construction of the said Railway the said Company shall not erect or permit to be erected any Beer-shop or Place for the Sale of Beer or Liquors on any Part of the said Line, or of the Land to be purchased or used by the said Company under or by virtue of this Act.

Indictments, Informations, &c. how to be preferred or instituted.

CCLXVI. 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, or for and on behalf of any other Person or Corporation having deposited such Goods, Chattels, or Property in the Care or Custody of the said Company, or other 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 Person or Corporation having deposited the same with the said Company, without any other Proof of Property.

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

CCLXVII. 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 Palatine of *Lancaster* or for the West Riding of the County of *York*; 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

Damages and Charges, in case of Nonpayment thereof, or of any Dispute respecting the same, shall be settled and determined by the Justices by or before whom any Offender shall be convicted of such Offence; and such Justices respectively are hereby authorized and required, on Nonpayment of the Damages in any of the Cases aforesaid, to levy such Damages and Charges by Distress and Sale of the Offender's Goods and Chattels, in manner by this Act directed for the levying of any Penalties or Forfeitures.

In case of Nonpayment of Compensation for Damages, &c. the same to be levied by Distress of the Goods of the Company.

CCLXVIII. 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 Party 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 of the said Company 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 said Company.

Recovery and Application of Penalties.

CCLXIX. And be it further enacted, That all Penalties and Forfeitures inflicted or imposed by this Act, or by virtue of any Bye Law, Order, or Rule 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 acting for the County Palatine of *Lancaster* or for the West Riding of the County of *York*, on Complaint to them for that Purpose made, and afterwards be levied, as well as the Costs (if any) of such Proceedings, 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 for the Use and Benefit of the said Company, unless such Penalties or Forfeitures shall be incurred by the said Company, in which Case the same shall be paid, One Moiety to the Informer, and the Remainder to the Overseers of the Poor of the Parish, Township, or Place within which

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 and 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 of the Peace, for his Appearance before such Justices or before some other Justices of the Peace for the County Palatine of *Lancaster*, or for the said West Riding of the County of *York*, 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 Parties 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 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 Costs and Charges attending such Proceedings as aforesaid, to be ascertained by such Justices, or until such Offender shall be otherwise discharged by due Course of Law.

Justices may proceed by Summons in the Recovery of Penalties.

CCLXX. 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 such Complaint shall be made for any Offence committed against any Bye Law, Order, or Rule made in pursuance thereof, 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 Proceedings by Summons, without Information in Writing or in Print, shall be as valid and effectual to all Intents and Purposes as if an Information in Writing or in Print had been exhibited.

For securing Offenders whose Names and Residences are unknown.

CCLXXI. 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 Residence shall be unknown to such Officer or Agent who shall commit any Offence against this Act, and to convey him with all convenient Despatch before any Justice of the Peace for the County Palatine of *Lancaster* or the West Riding of the County of *York*,

York, without any Warrant or other Authority than this Act, and such Justice is hereby empowered and required to proceed immediately to the hearing and determining of the Complaint.

Forms of Information and Conviction:

CCLXXII. 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 (whenever an Information shall be taken in Writing or in Print) and the Conviction respectively to be drawn up according to the following Forms, or any other Forms to the same Effect, as the Case may require; (that is to say,)

Form of Information.

'} BE it remembered, That on the Day of
'to wit. } *A. B.* of informeth me *C. D.*, one of His
'Majesty's Justices of the Peace for that
'of [*here describe the Offence, and the Time and Place*
'*when and where committed,*] contrary to an Act passed in the
' 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 .'

Form of Conviction.

'} BE it remembered, That on the Day of
'to wit. } in the Year of our Lord *A. B.* is convicted
'before me *C. D.*, one of His Majesty's Justices of the Peace for
'the County of *Lancaster* [*or* for the West Riding of the County of
'*York, as the Case may be,*] [*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 King *William* the Fourth,
'intituled [*here set forth the Title of this Act*]. Given under my
'Hand and Seal the Day and Year first above written.'

Distress not unlawful for Want of Form.

CCLXXIII. 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 shall and may recover full Satisfaction for the special Damage by an Action on the Case.

Persons aggrieved may appeal to Quarter Sessions.

CCLXXIV. And be it further enacted, That all Persons and Corporations who may think themselves aggrieved by any Bye Law, Order, or Rule of the said Company or of the said Directors, or any Order or Judgment made or given in pursuance thereof, and also the said Company and all other Persons and Corporations 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

or Riding 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, in the Case of an Individual appealing, 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 think proper, may adjourn the Hearing thereof to the following General or Quarter Sessions of the Peace to be held for such County or Riding; 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, Order, Rule, or Determination, and may also order any such further Satisfaction to be made to the Party injured as they shall judge reasonable, and may also order such Costs to be paid to the Party aggrieved by the Party aggressing as they shall think reasonable.

Justices may appoint Persons nominated by the Company as Special Constables.

CCLXXV. And be it further enacted, That it shall be lawful for Two or more Justices of the Peace acting within their Jurisdiction from Time to Time to appoint such fit and proper Persons as shall be nominated to them by any Three of the Directors of the said Company for that Purpose to be Special Constables within the said Railway and other Works, and every or any Part thereof; and every Person so appointed shall take an Oath, to be administered by the said Justices of the Peace, duly to execute the Office of a Constable for the said Premises; and every Person so appointed and sworn as aforesaid shall have Power to act as a Constable for the Preservation of the Peace, and for the Security of Persons and Property against Felonies and other unlawful Acts, within the Limits of the said Premises, and shall have, use, exercise, and enjoy all such Powers, Authorities, Protections, and Privileges for the apprehending Offenders as well by Night as by Day, and for doing all Acts, Matters, and Things for the Prevention, Discovery, and Prosecution of Felonies and other Offences, and for the Preservation of the Peace, as Constables duly appointed now have by the Laws and Statutes of this Kingdom; and it shall be lawful for the said Justices, or any Three or more Directors of the said Company, to dismiss or remove any such Constable from his Office of Constable; and upon every such Dismissal or Removal all Powers, Authorities, Protections, and Privileges by virtue of such Appointment as aforesaid vested in any Person so dismissed or removed shall wholly cease.

General Power to Justices to administer Oaths.

CCLXXVI. 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 or to receive the Affirmation of any Person before he shall be examined by or before such Justice.

Person making false Declaration to be guilty

CCLXXVII. And be it further enacted, That where in this Act a Declaration is directed to be used for the Purpose of the Confirmation of any written Instruments or Allegations, or of the Execution

tion of Deeds or other Matters, the same may be made in the Form prescribed in the Schedule to an Act passed in the Fifth and Sixth Years of the Reign of His present Majesty, intituled *An Act to repeal an Act of the present Session of Parliament, intituled 'An Act 'for the more effectual Abolition of Oaths and Affirmations taken and 'made in various Departments of the State, and to substitute Declara- 'tions in lieu thereof, and for the more entire Suppression of voluntary 'and extra-judicial Oaths and Affidavits,' and to make other Provisions for the Abolition of unnecessary Oaths*, or as near thereto as the Circumstances of the Case will admit, and shall be of the like Force and Effect as if an Affidavit or Affirmation in Writing had been made, and if any Declaration so made shall be false or untrue in any material Particular the Person wilfully making such false Declaration shall be deemed guilty of a Misdemeanor. of a Misdemeanor. 5 & 6 W. 4. c. 62.

CCLXXVIII. And be it further enacted, That if any Person who shall be summoned as a Witness to attend and give Evidence before any Justice of the Peace touching any Matter or Fact contained or involved in or affecting any Information, Order, or Complaint laid in pursuance of or for any Offence committed against this Act, or any Matter which is hereby referred to any Justice of the Peace, 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 upon Oath, or (in the Case of a Quaker) on Affirmation, to give Evidence before such Justice, then and in either of the said Cases every such Person shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence. For compelling Witnesses to attend.

CCLXXIX. And be it further enacted, That no Person shall be deemed incompetent to give Evidence, or be disqualified from giving Testimony or Evidence, in any Action, Suit, Prosecution, or other legal Proceedings to be brought or had in any Court of Law or Equity, or before any Justice of the Peace, under or by virtue of this Act, by reason of being a Collector of such Tolls, Secretary, Clerk, Engineer, or other Officer or Servant of the said Company, nor shall such Testimony or Evidence for any of the Reasons aforesaid be rejected, or liable to be questioned or set aside. Officers and Servants of Company may be Witnesses.

CCLXXX. And be it further enacted, That in all Actions, Suits at Law or in Equity, and in all Proceedings under this Act or otherwise, against or 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, it shall be lawful for any Two or more of the Directors of the said Company to make, sign, seal, execute, and deliver such general or other Releases as may be or may be deemed necessary for the Purpose of qualifying any Person to give Evidence as a Witness in any such Action, Suit, Arbitration, Reference, or other Proceeding as aforesaid, and also to do any other Act, Matter, or Thing in any such Action, Suit, Arbitration, Reference, or other Proceeding which any Plaintiff or Defendant may do in any Action, Suit, Arbitration, Reference, or other Proceeding; and every such Release, Act, Matter, and Thing shall Directors empowered to grant Releases to Witnesses.

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.

Authenticated Bye Laws to be Evidence.

CCLXXXI. And be it further enacted, That in all Cases of Prosecution for Offences against the Bye Laws, Orders, or Rules of the said Company, the Production of a written or printed Paper purporting to be the Bye Laws, Orders, or Rules of the said Company, and authenticated by having the Common Seal of the Company affixed thereto, shall be Evidence of the Existence and of the due making of such Bye Laws, Orders, or Rules; and it shall be sufficient to prove that a printed Paper or painted Board containing a Copy of such of the Bye Laws, Orders, or Rules 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, Orders, or Rules, or hath not been duly affixed and generally continued in manner by this Act directed.

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

CCLXXXII. And be it further enacted, That in all Cases in which it may be necessary for any Person or Corporation to serve any Summons or Demand, or any Notice, or any Writ or other Proceeding at Law or in Equity, upon the said Company, personal Service thereof upon the Secretary or Clerk of the said Company, or leaving the same at the Office of the said Company or of the Secretary or Clerk, or delivering the same to some Inmate at such Office of the Company, or in case the same respectively shall not be found or known, then personal Service thereof upon any other Agent of or Officer employed by the said Company, or on any one Director of the said Company, or delivering the same to some Inmate of the last or usual Place of Abode of such Director, shall be deemed good and sufficient Service of the same respectively on the said Company.

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

CCLXXXIII. 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, or otherwise, upon any Person or Corporation 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 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 Person or Corporation (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 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.

CCLXXXIV. And

How Debts may be proved in Cases of Bankruptcy.

CCLXXXIV. 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 Secretary or Clerk or Treasurer of the said Company for the Time being, or any other Person from Time to Time authorized by 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 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.

Limitation of Actions.

CCLXXXV. 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, given, or directed in, by, 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 or Riding where 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.

Plaintiff not to recover after Tender of Amends.

CCLXXXVI. 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, or in, under, or by virtue of any Power or Authority hereby given, 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, or Adjudication shall be had and made in and by such Court as in other Actions where Defendants are allowed to pay Money into Court.

Directors not personally liable for Acts legally done as Directors.

CCLXXXVII. And be it further enacted, That none of the Directors of the said Company hereby appointed or hereafter to be appointed under the Authority of this Act shall, by reason or means or on account of his being Party to, or making, signing, or executing in his Capacity of Director of the said Company, pursuant to this Act, any Contract, Agreement, or other Instrument for or on behalf of the said Company, or otherwise lawfully executing any of the Powers and Authorities given to the said Directors by this Act, be subject or liable to be sued, prosecuted, or impleaded, either collectively or individually, by any Person whomsoever, in any Court of Law or Equity or elsewhere; and that the Bodies, Goods, Chattels, Lands, or Tenements of the said Directors or any of them shall not, by reason, on account, or in consequence of any such Contract or other Instrument so entered into or made, signed, or executed, by them or any of them as aforesaid, or any other lawful Act which shall be done by them or any of them in the Execution of any of the Powers and Authorities given to them or any of them by this Act, be liable to be arrested, seized, detained, or taken in Execution, but that in every such Case any Person making any Claim or Demand upon the said Company or upon any Director thereof under or by virtue of any such Contract or Instrument, or other lawful Act, may sue and implead the said Company in like Manner as if such Contract, Instrument, or other Act had been entered into and executed and done under the Common Seal of the said Company.

For the Indemnity of Directors.

CCLXXXVIII. And be it further enacted, That the Directors, their Heirs, Executors, and Administrators, shall be indemnified and saved harmless from and against all Payments made or Liability incurred, and all Acts, Deeds, Matters, and Things executed, done, or ordered, and all Sums of Money, Losses, Costs, Charges, and Damages which they shall incur in the Execution of the Powers and Authorities hereby granted to them; and they shall be so indemnified out of the Assets for the Time being of the said Company, and if necessary by Calls for that Purpose of the Capital which may remain unpaid; and the Directors for the Time being of the said Company shall apply the then existing Funds, Assets, and Capital of the said Company for the Purposes of such Indemnity and Reimbursement.

Saving of Rights.

CCLXXXIX. Provided always, and be it further enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the King's most Excellent Majesty, His Heirs and Successors, as well in right of His Crown as in right of His Duchy of *Lancaster*.

Only One Line of Railway to be made from Normanton to Leeds.

CCXC. And whereas a certain Bill is now pending in Parliament for making a Railway from *Leeds* to *Derby*, intituled *An Act for making a Railway from* Leeds *to* Derby, *to be called the* North Midland *Railway*, and the Line of the Railway hereby authorized to be made and the Line of the said *North Midland* Railway follow the same

same Course from a Point in certain Lands of Sir *Edward Dodsworth* in *Normanton* to a Point in the Borough of *Leeds*, being a Distance of about Ten Miles, and it is expedient and for the Benefit of the Public that only One Line of Railway should be made between those Points, and that an Arrangement should be effected under the Authority of Parliament between the said *North Midland* Railway Company and the Company hereby incorporated, and it has been accordingly agreed between the respective Companies that the Company hereby incorporated shall suspend the making of so much of their proposed Railway as lies between the Points aforesaid, and that the said last-mentioned Portion of the said Railway shall be made by the said *North Midland* Railway Company; be it therefore enacted, That none of the Powers and Authorities by this Act given to and vested in the Company hereby incorporated shall be or shall be capable of being put in force or executed by the said Company hereby incorporated in respect of the making of that Portion of the said Railway which lies between the said Two Points for the Space of Eighteen Calendar Months next after the passing of this Act; and if the said *North Midland* Railway Company shall, before the Expiration of the said Eighteen Calendar Months, have commenced and proceeded *bonâ fide* in the Execution of that Part of the said Railway, then and in such Case all and every the Powers and Authorities vested in the said Company hereby incorporated, so far as respects the making of that Portion of the said Railway, and also all Liabilities of the said Company in respect of such Portion, shall absolutely cease and be at an end: Provided always, that nothing herein contained shall prevent the said Company hereby incorporated, after the Expiration of the said Eighteen Months from making, nor shall before the Expiration of the said Eighteen Months authorize or empower them to make that Part of the Railway hereby authorized to be made which lies between its Terminus at *Leeds* aforesaid and the Point of its Coincidence there with the said *North Midland* Railway, nor from making any Depôt or other Conveniences at such Terminus in, through, or upon the Lands hereby authorized to be taken, and subject to the Restrictions herein-before contained.

Providing for Execution of Railway between Normanton and Leeds.

CCXCI. Provided always, and be it further enacted, That if, at the Expiration of the said Eighteen Calendar Months, the said *North Midland* Railway Company shall not have commenced and proceeded *bonâ fide* in the Execution of that Portion of the said Railway which lies between the said Points at *Normanton* and at *Leeds*, then and from thenceforth all the Powers and Authorities vested in the said Company hereby incorporated shall take effect and be in as full Force, in respect of that Portion of the said Railway which lies between *Normanton* and *Leeds*, as in respect of any other Portion of the said Railway hereby authorized to be made.

As to Contracts for Land on that Part of the Line.

CCXCII. And be it further enacted, That in case the said *North Midland* Railway Company shall not make the said Portion of the said Line between *Normanton* and *Leeds*, but shall have entered into any Contracts in relation thereto, all such Contracts and Agreements as shall have been so entered into by the said *North Midland* Railway Company for the Purchase of any Lands between *Leeds* and the said Point of Junction at *Normanton*, and all other Contracts entered into by

by such Company with the Owners or Occupiers of any such Lands in relation thereto, or to the Execution of that Part of the said Line, shall, in the event of that Part of the Line being made by the Company hereby incorporated, enure for the Benefit of the Company hereby incorporated, and be ratified by and be as binding on such Company and on the Parties to the same as if the said Contracts had been made by or with the Company hereby incorporated in the Place of the said *North Midland* Railway Company: Provided always nevertheless, that nothing herein contained shall prejudice or affect such Contracts or Agreements as the said Company hereby incorporated shall enter into with respect to such Lands, or with the Owners and Occupiers thereof.

Present Company entitled to receive certain Tolls on that Part of the Line.

CCXCIII. And be it further enacted, That notwithstanding the said *North Midland* Railway Company shall make the said Portion of the said Railway which lies between *Normanton* and *Leeds*, nevertheless it shall be lawful for the said Company hereby incorporated to ask, demand, levy, and receive, for and in respect of all Carriages, Engines, and Passengers, and their Luggage, Beasts, Cattle, Goods, Wares, or Merchandize, Matters and Things, which shall pass from the said Railway hereby authorized to be made, and shall enter upon and pass along the said Portion of the said Railway between *Normanton* and *Leeds*, such and the like Tolls, Rates, and Duties for a Distance not exceeding Two Miles, lying between the Point where the Railway hereby authorized to be made will unite with the said *North Midland* Railway at or near *Normanton* aforesaid, and the Point where it is proposed that another Railway shall diverge from the said *North Midland* Railway to *York* at or near *Methley*, as if the same had been a Part of the Railway hereby authorized to be made: Provided always, that the said last-mentioned Provision shall not apply to any Passenger or Goods conveyed from the said *North Midland* Railway to the said Railway hereby authorized to be made, and such Portion of the *North Midland* Railway shall be used by any Engines and Carriages which may belong to the said Company hereby incorporated, or which may pass from the Railway hereby authorized to be made, in such and the like Manner in all respects as the Railway hereby authorized to be made may be used, but subject to all the Bye Laws, Rules, and Regulations of the said *North Midland* Railway Company.

Railway not to be exempt from Provisions of any General Act for the Regulation of Railways.

CCXCIV. 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.

Public Act.

CCXCV. 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.

The

The SCHEDULE referred to in the foregoing Act.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
		IN THE COUNTY OF LANCASTER.		
		The Township of Manchester in the Parish of Manchester.		
1	Charles Rider, Esquire	Thomas Molineux, Richard Rothwell, and Fryall Holcroft.	Thomas Molineux, Richard Rothwell, and Fryall Holcroft.	Reservoirs
5 *c*	Margaret Charlton, and in respect of a Chief Rent, Edmund Buckley.	- - -	George Cullum, Thomas Cunningham.	Two Cottages.
5 *d*	John Charlton -	- - -	John Varner, William Findley, Nicholas Drew, Elizabeth Nugent, Daniel Massey.	Five Cottages.
5 *f*	Margaret Charlton -	- - -	Samuel Ashton, John Honeyford.	Two Cottages.
6, 7	William Howarth -	- - -	Henry Riley, Thomas Reed - -	Ditto.
8	William Royles -	- - -	Henry Leaver -	A Cottage.
9	Edmund Buckley -	- - -	Ann Nugent -	Ditto.
10	Ditto - -	- - -	James Dockerty -	Ditto.
12	James Davenport -	- - -	William Howarth -	Cottage and Garden.
13	Samuel Barnes -	- - -	Samuel Entwisle -	Ditto and Ditto.
14	John Lindsey -	- - -	Richard Brown -	Ditto and Ditto.
15	Thomas Bonsor Crompton.	- - -	James Eathorn -	Ditto and Ditto.
16	Ditto - -	- - -	Thomas Gardner -	Ditto and Ditto.
17	Mary Tootell -	- - -	John Reynolds and Mary Tootell.	Two Cottages and Gardens.
17 *a*	Edmund Buckley -	- - -	John Chapman, George Hibbert, Alice Duncuft, James Singleton.	Three Cottages and a Cellar.
17 *b*	Ditto - -	- - -	Moses Ogden -	Public House.
17 *c*	Ditto - -	- -	John Farnsworth, James Maguire, James Turner, John Townley, Mary Kelly, Robert Thorpe, Thomas Aston, John Withnall, Margaret Hill.	Nine Cottages.
27	Henry Taylor, Esq., an Interest therein being claimed by Ebenezer Thomson and James Thomson.	- - -	Arthur M'Guiness, John M'Culloch, William Taylor, John Connelly, and William Allen.	Six Cottages.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
28	The Devisees of the late Sarah Boond, namely, Maria Boond, Mary Cowsill, Martha Boond, Eliza Leeson, Caroline Cowsill, Harriett Boond, and Jane Boond.	- - -	Charles Davies, Joseph Naylor, and Patrick Tonge, William Hunt, and Philip M'Kenzie.	Four Cottages.
	In the Township of Newton in the Parish of Manchester.			
23	The Warden and Fellows of the Collegiate Church of Christ in Manchester.	Elizabeth Ward and Samuel Deacon, Executors of Michael Ward, deceased.	Elizabeth Bowman -	House and Buildings.
23 *a*	Ditto - -	John Rigg - -	Joshua Woodhead -	Cottage and Outbuildings.
24	Ditto - -	Ditto -	Peter Stone - -	Dwelling House and Garden.
24 *a*	Ditto - -	John Rigg, and in respect of a Rent arising out of the Land, George Gardner.	John Rigg - -	Ditto and Ditto.
25	Ditto - -	John Rigg - -	James Hobday -	Ditto and Ditto.
32	Ditto - -	George Gardner and his Under-lessee Joseph Tetlow.	Joseph Tetlow, Robert Openshaw, and Maria Hindle.	Three Cottages and Garden.
32 *a*	Ditto - -	George Gardner and his Under-lessee Joseph Tetlow, and also Sarah Tetlow.	Joseph Tetlow and Sarah Tetlow	Two Cottages.
32 *d*	Ditto - -	George Gardner, Joseph Tetlow, and George Whittaker, or One of them.	Ann Snell, Mary Williamson, James Buckley, Ann Studdart.	Four Cottages and Garden.
32 *e*	Ditto - -	George Gardner, Joseph Tetlow, and Thomas Potter, or One of them.	James Garret, Robert Barlow, Robert Whittle, Thomas Potter.	Four Cottages.
	The Township of Chadderton in the Parish of Prestwich otherwise Prestwich cum Oldham.			
12	Robert Radcliffe, Esquire.	- - -	Thomas Thompson -	House, Garden, and Outbuildings.
14	Ditto - -	- - -	Thomas Ashworth -	Ditto.
21	Ditto - -	Ernst Hannibal Becker.	James Walker, Joseph Ramsden, and Ernst Hannibal Becker.	Two Cottages, Outbuildings, and Yard.
26	Ditto - -	Ditto - -	James Cheetham, William Heywood, John Wilde, James Ashton, William Turnbull, Robert Cheetham, Thomas Ashton, and Ernst Hannibal Becker.	Seven Cottages, Garden, Outbuildings, and Wheelwright's and Blacksmith's Shops.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
31	Robert Radcliffe, Esquire.	Ernst Hannibal Becker.	John Taylor, Thomas Lord, James Lees, James Ashton senior, Samuel Lord junior, William Boardman, John Cheetham, Joseph Ashton, and William Cheetham.	Nine Cottages.
35	Ditto - -	- - -	Mary Hyde - -	Farmhouse, Outbuildings, Yard, and Garden.
43	Ditto - -	- - -	James Hyde - -	House, Yard, Garden, and Outbuildings.
44	Ditto - -	Ernst Hannibal Becker.	James Whitehead -	Beershop.
44 *a*	Ditto - -	Ditto - -	Ernst Hannibal Becker	Barn, Shippon, Stable, and Garden.
47	Thomas Jackson -	- - -	Jacob Kent, James Nutt, Thomas Jackson, Esther Allen, James Jackson.	Cottages, Garden, and Passage.
51	Charles Rhys, Esq. -	Hannah Whitehead	Thomas Holland, James Holland, James Whitehead, Sally Gant, John Simpson, William Woolley, Robert Wilde.	Seven Cottages.
53	James Dyson -	- - -	John Lord - -	House, Garden, and Outbuildings.
60	Thomas Travers Taylor	- - -	John Ainsworth, and William Hilton his Under-tenant.	Beershop and Garden.
63	George Bentley -	- - -	Joseph Tiffney -	Barn.
64	Thomas Mellalieu and George Bentley.	- - -	John Turner, Robert Fairbrother, John Taylor, Joseph Tiffney, Robert Swalwell.	Three Cottages, Two Farmhouses, and Gardens.
69	Thomas Travers Taylor	- - -	John Ainsworth -	Garden.

The Township of Tonge in the Parish of Prestwich otherwise Prestwich cum Oldham.

8	The Trustee of the late George Scholes, Robert Booth.	- - -	John Dyson - -	Cottage, Garden, and Outbuildings.
10	Ditto - -	- - -	Nanny Hinthorn -	Cottage and Garden.
24	James Starkie, Esquire	William Bamford, John Hilton.	Edward Newton, Amos Hyde, Catherine Heywood, James Buckley, Hugh Murphy, John Hilton, John Newton, Thomas Hilton, Abraham Stott, John Parish, James Simpson, William Buckley, John Cheetham.	Cottages and Three Gardens.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	The Township of Middleton in the Parish of Middleton.			
6 *a*	Lord Suffield - -	Thomas Andrew, John Wilde, Edward Stelfox, and John Hague.	Thomas Andrew, John Wilde, Edward Stelfox, and John Hague.	Coal-pit and Engine-house.
	The Township of Thornham otherwise Thurnham in the Parish of Middleton.			
1	Lord Suffield - -	Thomas Andrew, John Wilde, Edward Stelfox, and John Hague.	Robert Greenhalgh, One untenanted.	Two Cottages.
	The Township of Hopwood in the Parish of Middleton.			
12	Robert Gregge Hopwood, Esquire.	- - -	Robert Matthew -	Barn.
13	Ditto - -	Samuel Fielden, Executor of Martha Taylor.	James Heap, James Fitton, Adam Whitworth.	Three Cottages.
13 *a*	Ditto - -	- - -	James Heap and Adam Whitworth.	Gardens.
31	Ditto - -	- - -	Robert Gregge Hopwood, Esquire.	Plantation.
	The Township of Castleton in the Parish of Rochdale.			
34 *a*	Joseph Heap - -	- - -	James Hartley -	Farmhouse, Barn, Outbuildings, and Garden.
60 *a*	Henry Staley -	- - -	William Greenwood -	Farmhouse, Barn, Shippon, Outbuildings, and Garden.
66	Francis Holt, Esq. -	Joseph Fletcher -	Joseph Fletcher -	Plantation.
68	Ditto - -	Ditto - -	John Ashworth, Edmund Holt, and John Grayson.	Feeder to Fulling Mill.
69	Ditto - -	Ditto - -	Edmund Holt -	Plantations.
73	James King - -	John Samuel Wood, John Brierley, and Joseph Wood.	John Samuel Wood, John Brierley, Joseph Wood, and Thomas Greenwood.	Garden.
74	Francis Holt, Esquire	- - -	Otwell Worrall -	Cottage.
75	Ditto - -	- - -	Robert Wilde and Samuel Brierley.	Two Cottages.
75 *a*	Charles Turner and Richard Turner.	John Samuel Wood, John Brierley, and Joseph Wood.	Ann Cocker, John Stott, and Jane Brierley.	Three Cottages.
79	James King - -	Ditto - -	John Brierley, John Rhodes, John Samuel Wood, Joseph Wood, Edmund Chadwick, and George Rushton.	Farmhouse, Outbuildings, Cottages, and Garden.
80	Mary Clough -	- - -	Mary Clough - -	Public House and Brewhouse.
80 *a*	Robert Crossley -	- - -	William Kershaw and Edmund Taylor -	Two Cottages.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
80 *b*	Henry King - -	- - -	Edward Lord, Joseph Taylor, Francis Mills, Abraham Nuttall, John Kershaw, and James Smith.	Seven Cottages.
92	James King - -	- - -	James King - -	Garden.
97	Ditto - -	- - -	Ditto - -	Plantation.
106	Miss Sarah Hamer -	- - -	James Stott and Mary Metcalf, Under-tenants to John Taylor.	Two Cottages and a Garden.
	The Township of Butterworth in the Parish of Rochdale.			
13 *a*	John Clegg - -	- - -	Abraham Stock -	One Cottage and Garden.
14	James Lee and Charles Holt.	- - -	James Lee - -	Ditto.
14 *a*	Richard Greaves Townley, Esquire.	- - -	James Jackson and Abraham Stock.	Garden.
20	Ditto - -	- - -	James Buckley -	Woodland.
20 *a*	Ann Ashworth and James Ashworth.	- - -	Ann Ashworth and James Ashworth.	Ditto.
55	Richard Orford Holte, Esq.	- - -	Mary Scholfield -	Barn and Shippons.
56	Ditto - -	- - -	Ditto - -	Farmhouse and Cottage.
63	John Bamford, James Bamford, Charles Bamford, some or one of them.	- - -	Abraham Turner and Robert Holt.	Public House and Cottage.
64	Ditto - -	- - -	Abraham Turner -	Stable and Barn.
65	Ditto - -	- - -	John Butterworth, Sarah Taylor, John Casson, John Kershaw, William Dean, James Royds, and Alice Holt.	Six Cottages.
66 *a*	Ditto - -	- - -	George Taylor and John Clegg.	Two Cottages and Garden.
72	Henry Wood -	- - -	Henry Wood and George Taylor.	Plantation and Garden.
79	Ditto - -	- - -	Henry Wood -	Garden.
83	Ditto - -	- - -	Ditto - -	Shed.
88	Ditto - -	- - -	Michael Utley, James Butterworth, and One untenanted.	Farmhouse and Two Cottages, Yard, and Garden.
94	Joseph Smith -	Jonathan Dickinson and Edward Wilkinson.	John Grimshaw and John Hart.	Two Cottages and Garden.
98	Ditto - -	Ditto - -	Jonathan Dickinson and Edward Wilkinson.	Plantation.
109	Ditto -	Ditto - -	Christopher Welsh, William Hurst, James Wild, and James Wild junior.	Three Cottages and Outbuildings.
114	Ditto - -	Ditto - -	John Butterworth, Samuel Taylor, and John Wild.	Three Cottages.
116	John Helliwell Beswick, Esq. -	Samuel Lomax and Richard Holt Lomax	Samuel Lomax and Richard Holt Lomax.	Woodland.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	The Township of Blatchinworth and Calderbrooke in the Parish of Rochdale.			
1	John Helliwell Beswick, Esq.	Samuel Lomax and Richard Holt Lomax.	Samuel Lomax and Richard Holt Lomax.	Tenter Field.
7	Ditto - -	Ditto - -	Samuel Lomax, Richard Holt Lomax, John Wolfenden, Isaac Hall, Abraham Ashworth, and Robert Hollowes.	Barn and Four Cottages.
7 *a*	Ditto - -	James Crossley junior and Rachael Crossley, Executors of John Crossley; and Betty Swires, Executrix of William Swires.	James Crossley junior and Rachel Crossley, Executors of John Crossley; and Betty Swires, Executrix of William Swires.	Colliery, Outhouse.
8	Ditto - -	Samuel Lomax and Richard Holt Lomax.	James Stansfield and James Crowshaw.	Two Cottages.
10	Ditto - -	Ditto - -	Samuel Lomax and Richard Holt Lomax.	Tenter Field.
12	Ditto - -	- - -	James Crossley and Samuel Lomax and Richard Holt Lomax.	Ditto.
13 *a*	James Shaw - -	- - -	Jonathan Dickinson and Edward Wilkinson.	Colliery, Engine-house, Coke Ovens, and Coal Setts.
14 *a*	John Helliwell Beswick, Esquire.	- - -	Thomas Taylor and James Stott.	Two Cottages and vacant Land.
15	John Helliwell Beswick, Esquire, and Elizabeth Cogswell and Robert Wood, Devisees in Trust of the late Job Cogswell.	Elizabeth Cogswell and the Trustees of the Merchants Company, namely, George Holt, Squire Murgatroyd, and Thomas Lea.	William Bancks -	Wharf.
55	Walter Landor, George Webb, and James Palmer, the Trustees of the late Charles Chadwick, Esquire.	- - -	John Marsden -	Smithy.
56	The Company of Proprietors of the Rochdale Canal.	- - -	Samuel Harrison -	Lockhouse and Garden.
70	Walter Landor, George Webb, and James Palmer, the Trustees of the late Charles Chadwick, Esquire.	- - -	Joseph Crossley -	Woodland.
70 *a*	Ditto - -	John Utley -	John Utley and Robert Bamford.	Two Cottages.
71	Ditto - -	- - -	Joseph Crossley -	House and Barn.
71 *a*	Charles Butterworth -	- - -	Charles Butterworth -	Cottage and Garden.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
73	Walter Landor, George Webb, and James Palmer, the Trustees of the late Charles Chadwick, Esquire.	Joseph Wilde -	Joseph Wilde and Samuel Holt.	Two Cottages, Outbuildings, and Gardens.
74 *a*	Ditto - -	John Marsden and James Marsden.	James Marsden, James Howard, Betty Bamford, Thomas Kershaw, James Kershaw, and Samuel Cryer.	Four Cottages and a Cellar.
74 *b*	Ditto - -	James Marsden -	James Marsden -	Shop.
74 *c*	Ditto - -	John Marsden -	John Marsden and James Utley.	Three Dwelling Houses.
74 *d*	Ditto - -	John Marsden, and the Trustees of the Independent Chapel, namely, Abraham Crossley, Robert Crossley, Abraham Mills, John Law, Arthur Zuill, James Nuttall, George Rhodes, Benjamin Watson, Michael Lord, William Hall, Charles Hamer, Edmund Howard, James Hill	Trustees of Independent Chapel and the Reverend Henry Cheetham -	Chapel and Dwelling House.
The Township of Todmorden and Walsden in the Parish of Rochdale.				
3	Joshua Fielden -	- - -	Robert Howard -	Farmhouse, Outbuildings, Garden, and Fold.
3 *a*	Ditto - -	- - -	John Durand, John Rodgers, and John Bentley, One untenanted.	Four Cottages.
12	James Schofield -	- - -	John Schofield, Abraham Stansfield, Charles Mitchell, John Mitchell, and Samuel Greenwood.	Five Cottages and Stable.
	Joshua Fielden -	- - -	Robert Howard -	Woody Land.
19	Henry Wood or Robert Wood, or one of them.	- - -	James Howarth -	Public House, Outbuildings, and Fold.
19 *a*	Joshua Fielden -	- - -	Robert Howard and James Howarth.	Garden.
23	Ditto - -	- -	Robert Howard -	Woodland.
34	Robert Dawson, James Baron Fielden, and Samuel Baron Fielden.	- - -	Hannah Stott, John Law, William Kershaw, Sarah Chadwick, Abram Crossley, Samuel Heyworth, Zachariah Hawarth, and John Howarth.	Eight Cottages and a Garden.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
36	James Baron Fielden - - -		William Chadwick -	Farmhouse, Barn, Garden, and small Outbuildings.
38	Ditto - -	- - -	Samuel Woodhead, William Fielden, and William Chadwick.	Three Cottages.
39	The Company of Proprietors of the Rochdale Canal.	- - -	John Woodhead -	Lock-house.
39 *a*	John Law - -	- - -	William Woodhead and Sarah Taylor.	Two Cottages.
44	Samuel Law - -	- - -	Samuel Law, William Law, and John Law.	Two Cottages and Garden.
50	John Chadwick -	- - -	Ogden Mitchell -	WoodyLand and Stable.
53	Ditto - -	- - -	Ditto - -	Public House and Garden.
85	John Fielden, John Holt, and William Robinson, Trustees of Samuel Greenwood.	- - -	Robert Fielden -	Garden.
86	Ditto - -	- - -	Ditto - -	Ditto.
88	James Bamford and Charles Bamford, Trustees of the late Isaac Bamford.	- - -	Edmund Lord -	House.
99	Devisees of the late Samuel Greenwood, John Fielden, John Holt, and William Robinson.	John Crossley -	John Crossley, John Howarth, John Stansfield, and James Woodcock.	Four Cottages and Garden.
100	Ditto - -	- - -	Edmund Woodhead -	Farmhouse, Barn, and Fold.
100 *a*	Richard Ingham, John Ingham, and William Ingham.	- - -	Samuel Fielden, Reuben Haigh.	Farmhouse and Two Cottages.
100 *d*	John Fielden, William Robinson, and John Holt, Devisees of the late Samuel Greenwood.	- - -	Thomas Stansfield, James Stansfield.	Farmhouse, Cottage, and Garden.
100 *f*	William Newall and John Haworth junior, Devisees in Trust of the late Lawrence Newall.	- - -	John Thomas, Thomas Kershaw, James Ogden, Joseph Woodhead, Thomas Stansfield.	Farmhouse, Barn, Garden, and Four Cottages.
100 *i*	Ditto - -	- - -	John Thomas -	Plantation.
100 *m*	Ditto - -	- - -	Robert Fielden, James Fielden, James Fletcher, Ann Stansfield, William Stansfield, Mary Crossley, Susan Jackson.	Farmhouse, Barn, and Six Cottages.
100 *p*	Robert Sutcliffe -	- - -	James Crossley -	Cottage.
100 *q*	Ditto - -	- - -	Samuel Howarth, Martha Simpson, Edmund Dyson.	Three Cottages.
101	Richard Ingham, John Ingham, and William Ingham.	- - -	James Newell and Sarah Bottomly.	Two Cottages and Gardens.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
103, 104	Richard Ingham, John Ingham, and William Ingham -	- - -	John Haigh and Reuben Haigh -	Coal Wharf.
109	John Fielden and William Fielden.	- - -	John Fielden and William Fielden and John Lord.	Cotton Mill, Garden, and Machine Shop.
110	Ditto - -	- - -	John Fielden and William Fielden.	House, Barn, and Garden.
119	Ditto - -	Abraham Schofield	James Law, John Turner, Abraham Howarth, Abraham Fielden.	Four Cottages.
120	Ditto - -	- - -	John Turner -	Garden.
123	John Fielden	- - -	Sarah Crossley -	Woodland.
125 *a*	Ditto - -	- - -	John Simpson -	Cottage and Garden.
126	Ditto - -	- - -	William Crossley -	Ditto and Ditto.
127	Ditto - -	- - -	Abraham Crossley -	Farmhouse, Barn, and Garden.
136	Ditto - -	- - -	James Horsfall -	Garden.
142	John Elliott -	- - -	Eli Crossley - -	Field and Woodland.
145	Eli Crossley, William Crossley, Thomas Crossley, and Abraham Crossley.	- - -	Eli Crossley, William Crossley, Thomas Crossley, and Abraham Crossley.	Copperas Works.
148	James Hardman -	William Greenwood, John Greenwood, James Greenwood, and Robert Greenwood.	William Greenwood, John Greenwood, James Greenwood, and Robert Greenwood.	Wood.
153	The Company of Proprietors of the Rochdale Canal.	- - -	John Thurlow, William Greenwood, John Greenwood, James Greenwood, and Robert Greenwood.	House and Garden.
154	James Hardman -	- - -	Samuel Crossley -	Stables.
155	Ditto - -	- - -	Samuel Crossley, Mary Walton, John Lapish, and Sarah Law.	Public House, Cottage, and Barn.
156	Ditto - -	- -	James Whittaker, Mary Law, Edward Ogden, John Eastwood, Richard Garlick, John Sutcliffe, and Samuel Greenwood.	Seven Cottages.
157	Co-heirs of the late William Travis, or Mrs. Sarah Travis, his Widow, Devisee.	- - -	Robert Schofield, Sarah Travis, William Smith, Samuel Haigh, John Ogden, Thomas Stansfield, Israel Greenwood.	Ditto.
159	James Hardman -	William Greenwood, John Greenwood, James Greenwood, and Robert Greenwood.	William Greenwood, John Greenwood, James Greenwood, Robert Greenwood, and Robert Ogden.	Old Kiln, Cottage, Stable, Shed, and Pig Courts.
162	John Eastwood -	Henry Sutcliffe -	Robert Thomas, Daniel Dodd, James Greenwood, William Sunderland, Thomas Butterworth, and Enoch Pickles.	Public House and Cottages and Outbuildings.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
164	James Hardman -	- - -	Emanuel Houghton and Hannah Malliston.	Public House, Cottage, Brewhouse, Outbuildings, and Garden.
166	The Company of Proprietors of the Rochdale Canal.	- - -	The Company of Proprietors of the Rochdale Canal, George Crowther, and Richard Jackson.	Lock-house, Cottage, and Gardens.
168	James Hardman -	- - -	James Hardman -	Wood.
169	John Haigh -	- - -	John Haigh - -	Ditto.
170 *a*	Ditto - -	- - -	Ditto - -	Woody Land.
171	Joshua Fielden, John Fielden, James Fielden, and Thomas Fielden.	- - -	James Mitchell -	Ditto.
173	Ditto - -	- - -	Ditto - -	Ditto.
176	Ditto - -	- - -	James Mitchell, Joshua Fielden, John Fielden, James Fielden, and Thomas Fielden.	Dam and Gardens.
177	Ditto - -	- - -	James Mitchell, James Turner, Thomas Taylor, Joseph Hurst, Joshua Fielden, John Fielden, James Fielden, Thomas Fielden, John Halliwell, William Halliwell, Uriah Brook, and James Holt -	Farmhouse, Barn, Stables, Cottages, Gardens, and Yard.
178	Ditto - -	- - -	Joshua Fielden, John Fielden, James Fielden, and Thomas Fielden.	Factory and Garden.
180	Ditto - -	- - -	James Jackson, Thomas Nuttall, William Slater, William Reynolds, Abraham Utley, and Ambrose Brook.	Cottages, Shop, Gardens, and Outbuildings.
182	James Taylor -	- - -	James Taylor -	Wood.
188	Ditto - -	- - -	Ditto - -	Plantation.
189	James Taylor and Ann Taylor, Tenants for Life.	- - -	Ditto - -	Ditto and Outbuildings.
190	Ditto - -	- - -	Ditto - -	Orchard.
191	Ditto - -	- - -	Catharine Barker -	Garden.
198	James Taylor -	- - -	Thomas Hartley -	Public House, Garden, and Shippon.
200	The Devisees in Trust of the late Samuel Greenwood, John Fielden, John Holt, and William Robinson.	- - -	George Eccles -	Public House, Stables, and Garden.
201	John Buckley, Joseph Buckley, William Buckley, and Henry Buckley.	- - -	John Buckley, Joseph Buckley, Henry Buckley.	Cotton and Worsted Manufactory and Garden.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
202	Samuel Hollinrake -	- - -	Alice Metcalf, James Greenwood, and Ann Dobson.	Cottages, House, and Garden.
203	John Buckley, Joseph Buckley, William Buckley, and Henry Buckley.	- - -	Susan Scarr, and George Hurst.	Tenements.
204	The Devisees of Samuel Hanson deceased, Joshua Barnes Fielden, William Howarth, and James Fielden.	- - -	Eleazar Law, Mary Wood, Edward Billington, Shadrack Sutcliffe.	Cottages.
205	Richard Ingham, Gilbert Lacy, Trustees of Mrs. Elizabeth Fielden.	- - -	Fanny Greenwood, Gildart Metcalf, James Schofield, William Eastwood.	Public House, Cottages, Butcher's Shop, and Yard.
206	William Schofield -	- - -	EdwardGoddard,James Fielden,John Smith, John Crowther, William Greenwood, William Schofield.	Shops and Cottages.
207	James Thomas -	- - -	Thomas Thomas -	Shop and Dwelling House.
208	John Roberts -	- - -	John Roberts -	Shop, Dwelling House, and Cottage.
209	The Devisees in Trust of the late Samuel Greenwood, John Fielden, John Holt, and William Robinson.	- - -	George Cockroft and Thomas Greenwood.	Butcher's Shop and Cottage.

IN THE WEST RIDING OF THE COUNTY OF YORK.

The Township of Stansfield in the Parish of Halifax.

6	William Sutcliffe of Lower Laith.	- - -	William Thompson, John Hill, and William Sutcliffe.	Corn Mill and Outbuildings.
13	Samuel Sutcliffe -	- - -	John Nash - -	Barn.
16	Thomas Ashworth -	- - -	Joseph Ashworth and Thomas Ashworth.	Public House, Barn, Cottage, and Buildings.
21	Richard Ingham, John Ingham, and William Ingham.	- -	Richard Ingham, John Ingham, William Ingham, and Hannah Sunderland.	Warehouse, Cottage, and Yard.
22	Ditto - -	- -	Jonas Utley, John Fielden, Robert Sutcliffe, Abram Howarth, Thomas Spencer, Thomas Cunliffe, Thomas Foulds, James Helliwell, William Collins, William Crowther, Henry Cockroft, Thomas Calvert, John Fielden, Jonas Chatburn, John Greenlees,	Twenty Cottages.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
			Thomas Barker, Ambrose Roberts, Thomas Holden, John Hartley, and William Barratt -	
24	John Holden - - - -		John Crowther, Abraham Firth, Betty Clegg, John Fielden, Henry Cockroft, Tomkin Peddistone.	Five Cottages and Stables.
25	Thomas Pickles - - - -		Mary Holt, George Sutcliffe, William Marshall.	Three Gardens and Outbuildings.
26	John Sutcliffe - - - -		Esther Marshall, Paul Greenwood, John Fletcher, Joseph Sutcliffe, William Cockroft, John Lord, and William Horsfall.	Six Cottages and Warehouse and Piece of Ground.
27	Edmund Crossley - - - -		Edmund Crossley, Sutcliffe Sutcliffe.	Cottages and Workshop and Yard.
32	Isaac Shackleton - - -		Robert Shackleton, Isaac Shackleton.	Cottages, Workshop, and Stable.
38	Robert Greenwood - - - -		Dorothy Baron, James Baron, and Charles Lord.	Two Cottages and Garden and Shippon.
41	Richard Sutcliffe - - - -		John Hollinrake -	Public House, Stable, Brewhouse, and Garden.
44	Thomas Eastwood - - - -		James Shackleton, Thomas Eastwood, John Stansfield, One unoccupied, Frances Rhoades, Hannah Stansfield.	Four Cottages and Warehouse and Outbuildings.
47	David Oliver - - - -		John Shackleton -	Public House, Stable, and Garden.
48	Ditto - - - - -		David Oliver, Royston Oliver, and John Oliver, Richard Oliver, and John Cockroft.	Mill and Bridge and Cottages.
50	Ditto - - - - -		David Oliver, Royston Oliver, and John Oliver, John Greenwood, William Webster, James Southwell, John Plurat, and Robert Oliver.	Six Houses, Counting-house, Coach-house, and Garden.
51 *a*	Ditto - - - - -		David Oliver, Royston Oliver, and John Oliver.	Stables and Barn.
64	Christopher Rawdon and James Rawdon.	David Ashworth, John Ashworth, and George Ashworth.	David Ashworth, John Ashworth, and George Ashworth.	Plantation.
65	Ditto - -	David Ashworth, John Ashworth, and George Ashworth, James Ashworth and Miles Ashworth.	Ditto - -	Field or Paddock and Plantations.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
66	Christopher Rawdon and James Rawdon.	David Ashworth, John Ashworth, and George Ashworth.	John Briggs, Robert Feather, Ann Briggs, George Howarth.	Four Cottages.
67	Ditto - -	Ditto - -	Ann Horsfall, James Greenwood.	Two Cottages and Garden.
69	Ditto - -	Ditto - -	George Ashworth -	Garden.
71	Ditto - -	Ditto - -	David Ashworth, John Ashworth, and George Ashworth.	Field or Paddock.
72	William Horsfall -	- - -	William Horsfall -	Ditto.
73	Ditto - -	- - -	Ditto - -	Ditto.
74	Ditto - -	- - -	John Lister Horsfall, William Horsfall.	House, Stable, and Garden.
75	Ditto - -	- - -	William Horsfall, Thomas Farrow.	Warehouse and Barn, Cottage and Outbuildings.
76	John Utley and William Horsfall.	- - -	John Utley -	Public House, Brewhouse, and Outbuildings.
78	Christopher Rawdon and James Rawdon	David Ashworth, John Ashworth, and George Ashworth -	William Spencer, John Lee, Joseph Hodgin, Sarah Hodgson, James Dearden, Robert Greenwood, Betty Sutcliffe, John Greenwood, James Spencer, James Mitchell, Betty Shepherd, William Fielding, James Hoyle, William Southwell, James White, William Webster, John Hoyle, Sarah Ashton, John Cunliffe, John Helliwell, Thomas Lee, John Greenwood, Joseph Speak, George Whitham, James Jackson, James Jackson, James Holt, John Howarth, John Dunn, Hannah Mitchell, Thomas Horsfall, William Sutcliffe, James Warburton, Richard Mitchell, John Barnes, Margaret Clegg, William Helliwell, John Hodgin, James Speak, George Ashworth, James Bancroft, Jane Greenwood, Rebecca Speak, Sarah Heyworth,	Sixty-four Cottages and Gardens.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
			James Bottomley, William Cooper, William Howarth, Susan Meadowcroft, James Whitham, James Heyworth, John Ferryman, John Taylor, John Holland, Charles Smith, John Bottomley, Mary Crossley, James Utley, James Horsfall, John Crabtree, Sarah Meadowcroft, Widow Crowther, George Taylor -	
78 *a*	Christopher Rawdon and James Rawdon.	- -	Unoccupied - -	Garden.
79	The Earl of Scarborough.	William Mitton -	William Mitton and William Pickup.	Two Cottages and Garden.
80	Ditto - -	James Utley -	James Utley - -	One Cottage and Four Gardens.
84	Ditto - -	- - -	The Earl of Scarborough.	Wood.
88 *a*	Christopher Rawdon and James Rawdon.	John Nuttall -	John Nuttall -	Beershop.
92	The Earl of Scarborough.	- - -	The Earl of Scarborough.	Wood.
94	John Whiteley senior	- - -	John Whiteley senior, Thomas Whiteley, James Clegg, James Binns, William Crossley, William Lee, George Clegg, John Whiteley junior.	Dyehouse, Warehouse, Stable Yard, Cottages, Cotton Mill, Chemical Works, and Drying House.

In the Township of Langfield in the Parish of Halifax.

4	Richard Ingham and Joseph Ingham.	- - -	Richard Ingham, Joseph Ingham, Abraham Crossley, Benjamin Crabtree, Jonas Broadbent, John Woodhead, and James Fielden.	Warehouse, Smithy, Stable, and Three Cottages.
5	Samuel Hollinrake -	- - -	Samuel Hollinrake -	Cotton Mill and Yard and Goit.
11 *a*	Thomas Sutcliffe -	- - -	Thomas Sutcliffe -	Plantation or Pleasure Ground.

In the Township of Erringden in the Parish of Halifax.

1 *e*	Richard Sutcliffe -	- - -	Richard Sutcliffe -	Barn.
2	John Sutcliffe and Henry Appleyard, or One of them.	- - -	John Sutcliffe and Henry Appleyard, or One of them.	Wood.
3	Richard Sutcliffe -	- - -	Richard Sutcliffe -	Wood called "Stubbing Wood."

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
15	The Reverend James Armitage Rhodes.	- - -	The Reverend James Armitage Rhodes.	Plantation.
17	James Hodgson and Richard Ingham, Devisees in Trust of the late John Mitchell.	- - -	William Clayton -	Meadow and Wood.
18	Ditto - - -	- - -	Thomas Clayton, John Clayton, William Clayton.	Palace House, Garden, Orchard, Barn, and Two Cottages.
20	Ditto - - -	- - -	William Clayton -	Meadow and Wood.
23	Ditto - -	- - -	Roger Ashworth and Thomas Greenwood.	Farmhouse, Cottage, Barn, and Garden.
27	William Foster, Esquire.	- - -	William Foster, Esquire.	Wood called "Crow-nest Wood."
32	Sarah Foster, William Foster, John Aked, and James Fawcett, Devisees in Trust of the late Thomas Foster.	- - -	Sarah Foster -	Plantation and Quarry.
34	Gamaliel Sutcliffe -	- - -	John Sutcliffe, Abraham Parker, John Farrow, John Holme, James Crowther, Robert Butterworth, and Susan Dewhurst.	Six Cottages, old Dry-house, and Garden.
36	Gamaliel Sutcliffe, Esquire.	- - -	Hannah Farrow -	Whitesmith's Shop.
38	Ditto - -	- - -	William Dewhurst -	Holme End Cottage.
40	Ditto - -	- - -	John Riley and Sarah Riley.	Hawk's Clough Hall, Cottage, Outbuildings, and Garden.
43	Ditto - -	- - -	John Riley - -	Orchard.
44	Ditto - -	- - -	Ditto - -	Wood.
50	Richard Sutcliffe, Esquire.	- - -	Jonathan Stansfield -	Elphabrough Hall and Garden.
	In the Township of Warley in the Parish of Halifax.			
20	Gamaliel Sutcliffe, Esquire.	- - -	William Sunderland -	Wood.
	In the Township of Sowerby in the Parish of Halifax.			
13	John Fawcett -	- - -	John Fawcett -	Wood.
15	Thomas Murgatroyd -	- - -	Thomas Murgatroyd -	Plantation.
21	William Foster, surviving Trustee for Sale after the Death of Thomas Brown and his Wife.	- - -	Arthur Brown, Champion Murgatroyd.	Barn and Stable.
22	Ditto - -	- - -	John Shaw, John Greenwood, John Sunderland, and Abraham Helliwell.	Five Cottages and Three Gardens.
22 *a*	William Foster, surviving Trustee for Sale after the Death of Thomas Brown and his Wife.	- -	Arthur Brown -	Croft.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
37	John Deardon -	- - -	John Deardon -	Wood.
40 *a*	George Priestly, Esquire.	- - -	George Priestly, Esquire.	Wood called Dixon's Carr.
41	John Waterhouse and Samuel Waterhouse.	- - -	John Waterhouse and Samuel Waterhouse.	Wood.
42	Ditto - -	- - -	Ditto - -	Ditto.
44	Robert Stanfield -	- - -	Robert Stanfield -	Ditto.
46	George Binns -	- - -	David Jennings and William Barker his Under-tenant.	Cottage.
53	Glebe Lands under the Reverend Charles Rogers, Incumbent of Sowerby Bridge Church: Parties interested, Reverend Charles Rogers, Incumbent; Reverend Charles Musgrave, Patron; the Right Reverend Archbishop of York, Diocesan - -	- -	Isaac Smith, John Greenwood, and Richard Howarth	House, Shippon, Barn, Smithy, and Butcher's Shop.
55	Ditto - -	- - -	Francis Binns the elder, John Binns, and Francis Binns the younger.	Three Cottages, Timber Yard, and Garden.
56	George Binns -	- - -	David Jennings and Thomas Baxendale.	Farmhouse, Cottage, Barn, and Outbuildings.
57	Matthew Ingham -	- -	John Greenwood, John Carter, John Wood, James Clegg, Samuel Cooke, Thomas Cooke, Henry Bentley, Luke Harwood, Joseph Clegg, Nathaniel Wood, Sampson Hallowes, Benjamin Woods, John Holroyd, and Israel Greenwood -	Fourteen Cottages, Smithy, Garden, and Outbuildings.

In the Township of Norland in the Parish of Halifax.

3	Robert Stansfield, Esquire.	- - -	Robert Stansfield -	Plantation.
8	Ditto - -	- - -	Robert Stansfield and William Armitage.	Barn.
9	Ditto - -	- - -	William Armitage -	Stable, Mistal, and Yard.
10	Ditto - -	- - -	William Morley Stears	House and Garden.
15	Ditto - -	- - -	Mary Lumb - -	Cottage.
16	Ditto - -	- - -	William Maude -	House and Garden.
17	Ditto - -	- - -	Edward Prosser -	Cottage.
18	Ditto - -	- - -	William Sutcliffe -	Ditto.
19	Ditto - -	- - -	Thomas Thompson -	Ditto.
20	Ditto - -	- - -	John Jessop -	Ditto.
21	Ditto - -	- - -	Samuel Ingham -	Ditto.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
22	Robert Stansfield, Esquire.	- - -	William Whiteley -	Ditto.
23	Ditto - -	- - -	John Bottomley -	Ditto.
24	Ditto - -	- - -	John Cooke -	Cottage.
25	Ditto - -	- - -	John Ratcliffe -	House and Garden.
26	Ditto - -	- - -	Ditto - -	Dye-house.
31	Ditto - -	- - -	Robert Stansfeld -	Wood.
39 *a*	Thomas Sladen, Esquire	- - -	Thomas Sladen -	Ditto.
39 *b*	Ditto - -	- - -	Ditto - -	Summer-house.
40	Ditto - -	- - -	James Sladen -	Cottage.
41	Ditto - -	- - -	Francis Wall -	Ditto.
42	Ditto - -	- - -	Thomas Sladen -	House, Coach-house, Stables, Gardens, Shrubberies, and Yards.
45	Ditto - -	- - -	Allen Wood -	Cottage.
47	Ditto - -	- - -	Thomas Sladen -	Garden and Orchard.
48	Ditto - -	- - -	Thomas Sladen and Thomas Sladen the younger.	Corn Mill, Counting-house, Warehouse, Stable, and other Out-offices, with Mill-yard.
60	George Naylor, Esquire	- - -	Samuel Fielding Hartley.	Scribbling and Fulling Mill, Counting-house, Dye-house, and Out-offices, with Mill-yard and Reservoirs.
68	Mrs. Ann Firth -	- - -	Joshua Smith -	Shrog.
	The Township of Skircoat in the Parish of Halifax.			
1	George Carroll, Esquire	- - -	John Swallow and John Swallow the younger.	Corn and Fulling Mills, Warehouse, Drying-kiln, Stable, Out-offices, with Mill-yard and Goit.
2	Ditto - -	- - -	John Swallow the younger.	House and Garden.
3	Ditto - -	- - -	James Chamberlain -	Cottage and Garden.
4	Ditto - -	- - -	John Swallow and John Swallow the younger.	Ditto.
8 *a*	Proprietors of the Calder and Hebble Navigation.	- - -	Proprietors of the Calder and Hebble Navigation.	Plantation.
	The Township of Elland otherwise Elland cum Greetland in the Parish of Halifax.			
1	Joseph Rushforth, Henry Rushforth, George Dyson, John Dyson, Benjamin Outram, John Hirst, Thomas Fenton Lambert, Robert Lambert, Joseph Lambert, Jonathan Crowther, Charles Crowther, John Carter, Abraham Crowther Pitch-	- - -	Joseph Rushforth, Henry Rushforth, George Dyson, John Dyson, Benjamin Outram, John Hirst, Thomas Fenton Lambert, Robert Lambert, Joseph Lambert, Jonathan Crowther, Charles Crowther, John	North Dean Wood.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	forth, John Thwaite, and Joshua Dyson, Trustees on behalf of and for the Benefit of the Township of Elland cum Greetland -		Carter, Abraham Crowther Pitchforth, John Thwaite, and Joshua Dyson.	
2	The Vicar of Halifax for the Time being, George Priestley and John Wheelwright, Esquires, Trustees for Wheelwright's Charity.	- - -	Eliza Agnew and her Under-tenant Edward Fayrer, or One of them.	Shrogg.
5	Trustees of the Salter, Hebble, Stainland, and Sowerby Bridge Turnpike Road.	- - -	Robert Halstead -	Toll House and Toll Gate.
7	The Trustees of Wheelwright's Charity, the Vicar of Halifax for the Time being, George Priestley and John Wheelwright, Esquires.	- - -	Eliza Agnew and her Under-tenant Edward Fayrer, or One of them.	Shrogg.
8	Ditto - -	- - -	Ditto - -	Shed.
9	Ditto - -	- - -	Ditto - -	Shrogg.
11	Ditto - -	- - -	Ditto - -	Plantation.
18	Proprietors of the Calder and Hebble Navigation.	- - -	Proprietors of the Calder and Hebble Navigation.	Ditto.
26	Earl Scarborough -	- - -	Earl Scarborough -	Wood.
27	Ditto - -	- - -	Thomas Fenton Lambert.	Garden.
29	Ditto - -	- - -	Ditto - -	Plantation.
30	Ditto - -	- - -	Ditto - -	House, Barn, Stables, Gig-house, Cow-houses, Helms, and other Out-offices, with Yards.
31	Ditto - -	- - -	Ditto - -	Shrubberies, Coach-road, and Lawn, or House Croft.
32	Ditto - -	- - -	John Nutter - -	Garden.
36	Trustees of the Elland Bridge and Kirk Lees Obelisk Turnpike Road.	- - -	Joseph Benn - -	Toll House.
43	Earl Scarborough -	- - -	Charles Brearley -	House and Garden.
46	Ditto - -	- - -	Joseph Hanson -	Limekilns.
49	Ditto - -	- - -	Joseph Rushforth -	Corn, Scribbling, and Fulling Mills, Mill Goit and Mill Croft.
54	Earl Scarborough -	- - -	Joseph Rushforth -	Shrogg.
57	Ditto - -	- - -	Ditto - -	Barn and Fold Yard.
70	John Tate - -	- - -	John Tate - -	Garden.
73	Earl Scarborough -	- - -	Samuel Stansfield -	House, Barn, Stable, Mistal, Garden, and Fold-yard.
96	Ditto - -	- - -	Abraham Crowther Pitchforth.	Shrogg.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
97	Earl Scarborough -	- - -	Abraham Crowther Pitchforth.	Stone Wharf.
99	Ditto - -	- - -	Ditto - -	Shrogg.
102	Ditto - -	- - -	Ditto - -	Ditto.
107	Proprietors of the Calder and Hebble Navigation.	- - -	Francis Whiteley -	Cottage and Garden.
108	Ditto - -	- - -	John Gilling - -	Ditto.
117	Earl Scarborough -	- - -	Charles Pitchforth and Abraham Crowther Pitchforth.	Stone Saw Mill.
118	Ditto - -	- - -	Earl Scarborough -	Wood.
119	Ditto - -	- - -	Samuel Freeman, Charles Pitchforth, John Aspinall, Abraham Marsden, James Holroyd, Joseph Rhodes, Charles Sheffield, and John Aspinall.	Stone Wharf
121	Mrs. Ann Ashworth -	- - -	Mrs. Ann Ashworth -	Wood.
	Township of Rastrick in the Parish of Halifax.			
2	Thomas Thornhill, Esquire.	- - -	William Heap, Samuel Naylor, and Luke Goodyear.	Wharf.
3	Ditto - -	- - -	Mary Helm - -	Shrogg.
10	Ditto - -	- -	Ditto - -	Ditto.
14	Ditto - -	- - -	Thomas Thornhill, Esquire.	Wood.
19	Ditto - -	- - -	Ditto - -	Ditto.
21	Ditto - -	- - -	Ditto - -	Ditto.
22	Ditto - -	- - -	Mary Helm - -	Cart Shed.
23	Ditto - -	- - -	Ditto - -	House, Barn, Two Stables, Mistal, and other Out-offices, with Fold-yard, Two Gardens, and Orchard.
28	Ditto - -	- - -	Thomas Thornhill, Esquire.	Plantation.
30	Ditto - -	- - -	Abraham Goodare and Sarah Jubb.	Coal-houses.
31	Ditto - -	- - -	John Briggs - -	Cottage.
32	Ditto - -	- - -	Mercy Webster -	Croft or Yard
33	Ditto - -	Mercy Webster -	Ditto - -	Piggeries.
34	Ditto - -	Ditto - -	Hannah Pratt - -	Privy.
35	Ditto - -	Ditto - -	Thomas Kershaw -	Cottage.
41	The Devisees under the Will of Joseph Firth, deceased.	- - -	James Briggs -	Cottage and Garden.
42	Ditto - -	- - -	William Hartley -	Ditto.
43	Ditto - -	- - -	Joseph Firth - -	Cottage, Mistal, and Garden.
44	Ditto - -	- - -	Sidney Smith - -	Cottage.
45	Ditto - -	- - -	Rebecca Firth - -	Cottage and Garden.
46	Ditto - -	- - -	Simeon Battye -	Ditto.
47	David Marsden -	- - -	James Hampshaw -	Ditto.
49	Joshua Dyson - -	- - -	Richard Earnshaw -	Cottage.
50	Ditto - - -	- - -	John Briggs - -	Ditto.
51	Crispin Stott -	- - -	David Broomhead -	Cottage and Garden.
52	Ditto - -	- - -	Simeon Hartley -	Ditto.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
53	Joseph Singleton -	- - -	Dinah Singleton -	Cottage.
54	Ditto - -	- - -	George Whiteley -	Cottage and Garden.
55	Ditto - -	- - -	John Smith - -	Ditto.
56	George Rushworth -	- - -	George Rushworth -	Ditto.
57	Joseph Singleton -	- - -	Joseph Jubb - -	Ditto.
58	Ditto - -	- - -	James Ripley -	Ditto.
59	Ditto - -	- - -	Joseph Bottomley -	Ditto.
60	Ditto - -	- - -	Joseph Singleton -	Ditto.
61	George Higham -	- - -	Charles Sheffield -	Stone Quarry.
64	Thomas Thornhill, Esquire.	- - -	Sarah Jubb - -	Garden.
66	Ditto - -	- - -	John Myers - -	Cottage and Garden.
67	Ditto - -	- - -	Sarah Jubb - -	Cottage.
68	Ditto - -	- - -	Abraham Goodare -	Cottage and Garden.
79	Ditto - -	- - -	Thomas Richard Sutcliffe.	Barn and Yard.
80	Ditto - -	- - -	John Briggs - -	Cottage.
81	Ditto - -	- - -	Unoccupied - -	Ditto.
82	Ditto - -	- - -	Joseph Briggs -	Cottage and Garden.
83	Ditto - -	- - -	Samuel Briggs -	Garden.
84	Ditto - -	- - -	John Barraclough -	Cottage and Garden.
85	Ditto - -	- - -	John Drake - -	Cottage and Gardens.
86	Ditto - -	- - -	Joseph Hargreaves -	Garden.
			James Collinson -	Ditto.
			Mercy Webster -	Ditto.
			John France -	Ditto.
87	Ditto - -	Hannah Pratt -	Abraham Marsden -	Cottage.
88	Ditto - -	Ditto - -	John Hepworth -	Ditto.
89	Ditto - -	Mercy Webster -	John France - -	Ditto.
90	Ditto - -	Ditto - -	Mercy Webster -	Stable.
91	Ditto - -	John Bottomley, Thomas Dearnaly, and Edward Cockill, Executors of George Webster.	Hannah Scott -	Cottage.
92	Ditto - -	Hannah Pratt -	John Pilling - -	Cottage and Garden.
93	Ditto - -	Ditto - -	Mary Barraclough and John Barraclough.	Ditto.
94	Ditto - -	Ditto - -	Hannah Pratt -	Cottage.
95	Ditto - -	Ditto - -	John Barraclough -	Ditto.
96	Ditto - -	- - -	Richard Shillito -	Ditto.
97	Ditto - -	- - -	Jeremiah Marsden -	Ditto and Garden.
98	Ditto - -	- - -	William Lord -	House and Garden.
99	Ditto - -	- - -	Sarah Kilburn -	Cottage.
100	Ditto - -	- - -	Harriet Dearnaly -	Ditto.
101	Ditto - -	- - -	Jeremiah Marsden -	Ditto.
102	Ditto - -	- - -	Thomas Avison -	Shop.
103	Ditto - -	- - -	Mary Hill - -	Cottage.
104	Ditto - -	- - -	David Marsden -	Ditto.
105	Ditto - -	- - -	Mary Ellis - -	Ditto.
106	Ditto - -	- - -	George Marsden -	Ditto and Garden.
107	Ditto - -	- - -	William Lord -	Brewhouse.
108	Ditto - -	- - -	Samuel Briggs -	Cottage and Garden.
109	Ditto - -	- - -	Judith Bottomley -	Barn and Two Mistals.
110	Ditto - -	- - -	John Marsden -	Cottage and Garden.
111	Ditto - -	- - -	Joshua Ellis -	Cottage.
130	Ditto - -	- - -	Hannah Lee -	Ditto.
131	Ditto - -	- - -	Margaret Fairburn -	Ditto.
132	Ditto - -	- - -	Hannah Marsden -	Ditto.
133	Ditto - -	- - -	Hannah Dawson -	Ditto.
134	Ditto - -	- - -	George Swire -	Ditto.
135	Ditto - -	- - -	Thomas Armitage -	Ditto.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
136	Martin Manley -	- - -	Benjamin Boothroyd -	Cottage.
137	Ditto - -	- - -	James Collinson -	Ditto.
138	Thomas Thornhill, Esquire.	- - -	Mary Brook - -	Garden.
139	Ditto - -	- - -	James Bray - -	Cottage, Stable, and Yard.
140	Joseph Brooke -	- - -	Mary Brook - -	Cottage.
141	Lydia Binns - -	- - -	John Binns - -	Ditto.
142	Joshua Dawson -	- - -	Joshua Dawson -	Cottage and Stable.
143	Betty Hoyle - -	- - -	James Henthorn -	Cottage.
144	Ditto - -	- - -	John Richardson -	Ditto.
145	Ditto - -	- - -	James Scott - -	Cottage and Garden.
146	Jeremiah Denham -	- - -	George Marsden -	Cottage and Out-kitchen.
147	Ditto - -	- - -	Benjamin Broughton	Cottage and Garden.
148	Thomas Thornhill, Esquire.	- - -	Joseph Crowther -	Cottage.
149	Ditto - -	- - -	Elijah Shaw - -	Ditto.
150	Ditto - -	- - -	Joseph Hirst -	Ditto.
154	George Higham -	- - -	Ann Mellor - -	Ditto.
155	Ditto - -	- - -	Uriah Roberts -	Ditto.
157	John Bottomley, Thomas Dearnaly, and Edward Cockill, Devisees in Trust under the Will of George Webster deceased.	- - -	Mercy Webster -	House and Brewhouse.
158	Thomas Thornhill, Esquire.	- - -	Isaac Kershaw -	Cottage.
159	Ditto - -	- - -	John Walker - -	Ditto.
160	Ditto - -	- - -	Richard Marsden -	Ditto.
161	The Trustees of the Leeds and Elland Turnpike Road.	- - -	Joshua Crampton -	Toll House.
162	Mary Turner -	- - -	Benjamin Walton -	Cottage.
163	Thomas Thornhill, Esquire.	- - -	William Shillito -	Ditto.
164	Ditto - -	- - -	Janies Pinder -	Ditto.
165	Ditto - -	- - -	Elizabeth Hoyle -	Ditto.
166	Ditto - -	- - -	John Crowther -	Ditto.
167	Ditto - -	- - -	Joseph Pawson -	Ditto.
168	Ditto - -	- - -	William Mallinson -	Ditto.
169	Ditto - -	- - -	Joseph Pilling -	Ditto.
170	Ditto - -	- - -	James Lambert -	Ditto.
171	Ditto - -	- - -	Mary Cliffe - -	Ditto.
172	Ditto - -	- - -	George Pilling -	Ditto.
173	Ditto - -	- - -	Joseph Hepworth -	Ditto.
174	Ditto - -	- - -	William Lumb -	Cottage and Shop.
175	Ditto - -	- - -	William Hepworth -	Cottage.
176	Ditto - -	- - -	John Hirst - -	Ditto.
177	Ditto - -	- - -	Thomas Lister -	Ditto.
178	Ditto - -	- - -	Rebecca Firth -	Garden.
179	Martin Manley -	- - -	Joseph Hirst -	Ditto.
			Elijah Shaw - -	Ditto.
			Martin Manley -	Shrog.
182	John Clay, Joseph Fryer, John King, Joseph Firth the younger, and Joseph Jowett Fryer, Trustees of the Quakers Meeting House and Burial Ground.	- - -	John Clay, Joseph Fryer, John King, Joseph Firth the younger, and Joseph Jowett Fryerr.	Meeting House, Hearse House, Burial Ground, and Yard.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
183	John Clay, Joseph Fryer, John King, Joseph Firth the younger, and Joseph Jowett Fryer, Trustees of the Quakers Meeting House and Burial Ground.	- - -	James Rushworth -	Cottage and Garden.
188	Trustees of the Wibsey Low Moor and Huddersfield Turnpike Road.	- - -	Joshua Crampton -	Toll House.
194	James Marsden -	- - -	James Marsden -	Garden Plot.
196	Edward Cockill, Thomas Brooke, and John Bottomley, Devisees in Trust for Sale under the Will of Hannah Brooke deceased.	- - -	Hannah Walker -	Cottage.
197	Ditto - -	- - -	Nathan Diggles -	Ditto.
198	Ditto - -	- - -	Maria Brooke and Elizabeth Brooke.	Ditto.
199	Ditto - -	- - -	Unoccupied -	Cottage and Garden.
200	John Bottomley and Hannah Morton, Devisees in Trust under the Will of John Morton deceased.	- - -	Hannah Morton -	Orchard.
203	James Fryer -	- - -	James Fryer -	Plantation.
205	Ditto - -	- - -	John Fryer -	Stone Quarry and Wharf.
207	John Pollard -	- - -	Elizabeth Preston -	Cottage and Garden.
208	Ditto - -	- - -	John Pollard -	House, Barn, Stable, Mistal, Cart Shed, Fold-yard, Gardens, and Stack Garth.
209	Ditto - -	- - -	Joseph Marsden -	Cottage and Garden.
210	Joseph Thornton -	- - -	Joseph Thornton -	House, Out-kitchen, and Garden.
211	James Marsden -	- - -	James Marsden -	Cottage.
212	Ditto - -	- - -	Joseph Kenion -	Ditto.
213	Ditto - -	- - -	- - -	Three Cottages now erecting.
214	Joseph Cliffe -	- - -	Joseph Cliffe -	House and Garden.
215	Edward Cockill, Thomas Brooke, and John Bottomley, Devisees in Trust for Sale under the Will of Hannah Brooke deceased.	- - -	Joseph Hepworth -	Privy and Garth.
219	John Bottomley and Hannah Morton, Devisees in Trust under the Will of John Morton deceased.	- - -	Hannah Morton -	Cottage and Garden.
220	Ditto - -	- - -	Elizabeth Hargreaves	Ditto.
221	Ditto - -	- - -	Thomas Brooke -	Cottage.
222	Ditto - -	- - -	Jeremiah Bottomley -	Barn, Mistal, Sheds, and Fold-yard.
223	Miss Ann Armitage -	- - -	Joseph Schofield -	Cottage and Shop.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
224	Miss Ann Armitage -	- - -	Thomas Charlesworth	Barn, Stable, and Yard.
225	Ditto - -	- - -	Samuel Carr -	House, Still-house, Shed, Yard, and Garden.
243	William Armitage Archbell.	- - -	William Armitage Archbell.	Plantation.
244	Ditto - -	- - -	Ditto - -	Ditto.
259	Ditto - -	- - -	Ditto - -	Ditto.
265	Thomas Thornhill, Esquire.	- - -	Thomas Goodier -	Shrogg.
	Hamlet of Bradley in the Township and Parish of Huddersfield.			
1	James Bunbury Blake, Esquire.	- - -	James Bunbury Blake, Esquire.	Wood called Lower North Wood.
2	Ditto - -	- - -	Ditto - -	Wood called Park Wood.
13	Ditto - -	- - -	Samuel Mallinson -	Stack Garth.
17	Ditto - -	- - -	Ditto - -	Plantation.
19	Ditto - -	- - -	Ditto - -	Pond or Watering Place.
20	Ditto - -	- - -	Ditto - -	Stack Garth.
24	Ditto - -	- - -	Samuel Mallinson -	Garden and Orchard.
25	Ditto - -	- - -	Ditto - -	Dwelling House, Barn, Stable, Mistal, Piggeries, Sheds, Helms, Fold-yard, and Two Gardens.
26	Ditto - -	- - -	Ditto - -	Small Garth adjoining Barn.
27	Ditto - -	- - -	Daniel Schofield -	Cottage.
28	Ditto - -	- - -	Samuel Mallinson -	Stack-yard.
32	Ditto - -	- - -	Edward Hinchliffe and Charles Wheatley.	Coal Staith, Wharf, Tram-road, Smith's Shop, Stable, and Shed.
33	Ditto - -	- - -	William Sharp -	Cottage.
34	Ditto - -	- - -	James Bean -	House, Barn, Stable, Mistal, Garden, Fold-yard, and Road.
	Township of Hartshead cum Clifton in the Parish of Dewsbury.			
4	Francis Maude, Esquire, Trustee of Sir George Armitage, Baronet.	- - -	Thomas Hopkinson -	Cottage.
5	Ditto - - -	- - -	Thomas Garfit -	Ditto.
6	Ditto - -	- - -	Joseph Smithson -	Malt-kiln.
14	Ditto - - -	- - -	Lydia Fairburn -	Stack Garth, Piggery, and Yard.
17	Ditto - -	- - -	Ditto - - -	Shrubbery and Pleasure Ground.
18	Ditto - -	- - -	Ditto - -	Plantation.
19	Ditto - - -	- - -	Ditto - -	House, Barn, Stable, Mistal, Shop, Out-offices, Garden, and Yard.
20	Ditto - -	- - -	Matthew Hurst -	Cottage.
21	Ditto - - -	- - -	Lydia Fairburn -	Shed and Fold-yard.
23	Ditto - -	- - -	Sir George Armitage, Baronet.	Nun Bank Wood.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	The Township of Kirkheaton in the Parish of Kirkheaton.			
20	Richard Henry Beaumont, Esquire.	- - -	Himself - -	Plantation.
21	Company of Proprietors of the Calder and Hebble Navigation or Richard Henry Beaumont, Esquire.	- - -	William Sellars -	Lock-house and Garden.
23	Richard Henry Beaumont, Esquire.	- - -	Ditto - -	Garden.
25	Ditto - - -	- - -	Himself - -	Plantation.
26	Ditto - -	- - -	Ditto - -	Ditto.
30	Ditto - -	- - -	Ditto - -	Ditto.
31	Adderley Beamish, Esquire.	- - -	William Marsh -	Shed.
33	Ditto - -	- - -	Himself - -	Plantation.
49	Ditto - - -	- - -	Benjamin Bailey -	Garden.
50	Ditto - -	- - -	Ditto - -	Barn and Shed.
51	Ditto - - -	- - -	Ditto - -	House and Garden.
52	Ditto - - -	- - -	Ditto, or his Under-tenant John Hudson.	Cottage.
53	Ditto - -	- - -	Benjamin Bailey -	Malt-kiln.
55	Company of Proprietors of the Calder and Hebble Navigation.	- - -	Thomas Lee -	Public House, Stable, and Outbuildings.
55 *a*	Ditto - - -	- - -	Ditto - -	Garden.
55 *b*	Ditto - -	- - -	Ditto - -	Inclosed Yard.
57	Edward Hinchliffe, John Stancliffe, and Joseph Stancliffe.	- - -	Themselves - -	Wood.
58	Ditto - -	- - -	Ditto - -	Ditto.
59	Ditto - -	- - -	Ditto - -	Ditto.
61	Ditto - -	- - -	Ditto - - -	Ditto.
	The Township of Mirfield, including the Hamlet or Township of Hopton, in the Parish of Mirfield.			
3	Benjamin Walker -	- - -	Himself - -	Malt-kiln.
5	Ditto - -	- - -	John Avison -	Cottage and Outbuildings.
6	Ditto - -	- - -	Benjamin Walker -	Reservoir.
8	John Stancliffe, Joseph Stancliffe, and Edward Hinchliffe.	- - -	Themselves - -	Chadwick Wood.
16	Joseph Wheatley, Esquire.	- - -	Joseph Wheatley -	Forehay.
16 *a*	Ditto - -	- - -	Ditto - -	Stable, Waste-hole, and Privies.
17	Ditto - -	- - -	Ditto - -	Dye-house and Press-shop.
18	Ditto - -	John Stancliffe, Joseph Stancliffe, and Edward Hinchliffe.	John Stancliffe, Joseph Stancliffe, and Edward Hinchliffe.	Coal Staith and Colliery Railway.
19	Ditto - -	- - -	Himself - -	Fulling and Scribbling Mills.
21	Ditto - - -	- - -	Ditto - -	Plantation.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
23	Joseph Wheatley, Esquire	- - -	Himself and Samuel Blackburn.	Cottage, School-room, Workshop, and Garden.
24	Samuel Walker -	John Darley and Thomas Darley.	John Armitage - -	Cottage.
25	Ditto -	Ditto - -	Ditto - -	Garden.
26	Ditto - -	Ditto - -	Nancy Mellor -	Cottage and Garden.
27	Ditto - -	Ditto - -	George Armitage -	Ditto.
28	Ditto - -	- - -	William Ewart -	Dwelling House, Butcher's Shop, Barn, Stable, Privy, Garden, and Yard.
29	Ditto - -	William Ewart -	Mary Ewart - -	Cottage and Yard.
30	Ditto - -	Ditto - -	Richard Sheard -	Cottage.
31	Ditto - - -	- - -	William Buckley -	Ditto.
32	Ditto - -	- - -	Nathaniel Buckley -	Ditto and Garden and Privy.
34	Ditto - -	- - -	George Webster -	Garden.
36	William Turner, Benjamin Lockwood, and John Blackburn, Devisees in Trust under the Will of James Eastwood.	- - -	William Dransfield -	Stables, Necessaries, and Pig Cote.
40 *a*	Trustees of Mirfield School or Thorpe's Charity.	William Turner, Benjamin Lockwood, and John Blackburn, Devisees in Trust under the Will of James Eastwood.	Widow Brook - -	Garden.
41	Ditto - -	Ditto - -	Ditto - -	Cottage.
41 *a*	Ditto - -	Ditto - -	John Parkin - -	Ditto.
42	Ditto - -	Ditto - -	Thomas Dransfield -	Cottage and Garden.
42 *a*	Ditto - -	Ditto - -	Benjamin Oldroyd -	Ditto.
42 *b*	Ditto - -	Ditto - -	Widow Parkin - -	Ditto.
43	Ditto - - -	Ditto - -	Thomas Richardson -	Ditto.
44	Ditto - -	Ditto - -	William Taylor -	Ditto.
45	Ditto - - -	Ditto - -	Benjamin Armitage -	Ditto.
46	Ditto - -	Ditto - -	John Raywood -	Ditto.
47	William Turner, Benjamin Lockwood, and John Blackburn, Devisees in Trust under the Will of James Eastwood.	John Stancliffe, Joseph Stancliffe, and Edward Hinchliffe.	Themselves - -	Coal Yard and Cinder Ovens.
48	Ditto - -	Ditto - -	Ditto - -	Workshops and Stable.
49	Ditto - -	Ditto - -	Thomas Netherwood -	Cottage, Yard, and Milk-houses.
50	Ditto - -	- - -	John Brown - -	Bridge Foot, Public House, Wood-yard, Garden, and Privy.
51	Ditto - -	- - -	Ditto - -	Garden.
51 *a*	Ditto - -	- - -	William Dransfield -	House and Shop.
52	Ditto - -	- - -	William Spivey -	Cottage and Garden.
53	Ditto - -	- - -	Richard Hurst - -	Ditto.
53 *a*	Ditto - -	- - -	William North -	Cottage, Garden, and Privy.
56	Charles Wooler -	- - -	Himself - -	Corn-mill and Drying-kiln.
58	Ditto - -	- - -	Ditto - -	Mill Goit.
60	Joseph Wheatley -	- - -	Joshua Buckley -	House, Garden, and Orchard.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
61	Charles Wooler -	- - -	Himself - -	Orchard.
62	Ditto - -	- - -	Ditto - -	House, Kitchen, and Outbuildings.
63	Ditto - -	- - -	Ditto - -	Cowhouse and Garden.
66	Company of Proprietors of the Calder and Hebble Navigation.	- - -	George Thornton, Joseph Thornton, Peter Thornton, and William Thornton.	Dry Dock.
67	Ditto - -	- - -	Ditto - -	Workshops.
88	Thomas Wheatley -	- - -	Himself - -	Plantation.
92	Ditto - -	- - -	Ditto - -	Ditto.
97	Ditto - -	- - -	Ditto - -	Bridge.
100	Ditto - -	- - -	Ditto - -	Plantation.
100 *a*	Ditto - -	- - -	John Ledgard - -	Lodge House.
101	Ditto - -	- - -	Himself - -	Plantation.
102	Ditto - -	- - -	Ditto - -	Ditto.
105	Ditto - -	- - -	Ditto - -	Ditto.
106	Ditto - -	- - -	Ditto - -	Ditto.
107	Ditto - -	- - -	Ditto - -	Ditto.
108	Ditto - -	- - -	Ditto - -	Ditto.
109	Ditto - -	- - -	Ditto - -	Ditto.
111	Charles Wheatley -	- - -	Himself - -	Malt-kiln and Shed.
112	Ditto - -	- - -	John Bywater, John Wainwright, and William Kidd.	Cottages and Privy.
113	Ditto - -	- - -	Himself - -	Barn, Stables, Mistal, Pigeon-cote, Helm, and Outbuildings.
114	Ditto - -	- - -	Ditto - -	Plantation.
115	Ditto - -	- - -	Ditto - -	Ditto.
116	Ditto - -	- - -	Ditto - -	Ditto.
121	Ditto - -	- - -	Ditto - -	Shrogg or Plantation.
122	Ditto - -	- - -	Ditto - -	Ditto.
124	Ditto - -	- - -	Ditto - -	Wood.
128	Jonathan Crawshaw and John Hartley, surviving Assignees of Thomas Butler and Walter Edmund Hodgson, and also surviving Assigness of John Butler, Thomas Butler, and George Beecroft; and also John Carnley, Assignee of John Crawshaw and Edward Howard -	- - -	Samuel Walker and Edmund Walker	Wood or Plantation.
129	Ditto - -	- - -	Ditto - -	Old Iron Foundry Buildings.
130	Ditto - -	- - -	Ditto - -	Colliery Railway.
132	Ditto - -	- - -	Ditto - -	Coal Staith.

The Township of Dewsbury in the Parish of Dewsbury.

2	Company of Proprietors of the Calder and Hebble Navigation.	Sarah Smith -	John Lister - -	House, Garden, and Mistal.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
3	Company of Proprietors of the Calder and Hebble Navigation.	Sarah Smith -	John Lister and his Under-tenants George Heaton alias Ayton, and William Healey.	Cottages.
4	Ditto - -	Ditto - -	John Lister - -	Smith and Joiner's Shop, Graving Dock, Wood-yard, and covered Saw-pit.
5	Ditto - -	Ditto - -	John Lister and his Under-tenant William Purcheon.	Cottage.
7	Joshua Ingham -	Moore & Raisbeck	Themselves - -	Forge and Iron Works
8	Ditto - -	Ditto - -	Ditto - -	Two Cottages used as Warehouse and Counting-house.
9	Ditto - -	Ditto - -	Ditto, Edward Raisbeck, Geôrge Gillam, Thomas Firth, George Speight, and James Wood.	Cottages, Garden, and Pig-cotes.
10	Ditto - -	- - -	James Wood - -	Glass-works, Warehouses, Cottages, and Garden.
11	Ditto - -	- - -	Himself - -	Small Cut.
11 *a*	Ditto - -	- - -	Ditto - -	Wood-yard, Sheds, Blacksmith's and Carpenter's Shop, and Basin.
14	Thomas Rawson -	- - -	John Wood - -	Garden.
20	John Wallis - -	- - -	Charles Wheatley -	Coal Railroad and Staith.
28	Ditto - -	- - -	George Fligg and Mark Fligg.	House, Garden, Farmyard, Barns, Stabling, Outbuildings, and Stack-yard.
30	Ditto - -	- - -	Charles Wheatley -	Stable.

The Township of Thornhill in the Parish of Thornhill.

4	Earl of Scarborough -	Edward Sykes -	Edward Sykes -	Willow Garth.
7	Ditto - -	Ditto - -	William Stringer -	Ditto.
13	Ditto - - -	Ditto - -	Edward Sykes -	Ditto.
14	Ditto - -	- - -	The Earl of Scarborough.	Wood.
22	Ditto - - -	Edward Sykes -	John Wainwright -	Cottage.
23	Ditto - -	Ditto - -	Edward Sykes -	Farm-yard, Barns, Stables, Helms, and Outbuildings.
24	Ditto - -	Ditto - -	William Bull - -	House and Garden.
25	Ditto - - -	Ditto - -	Himself - -	Stack-yard.
26	Ditto - -	Ditto - -	Ditto - -	Orchard.
27	Ditto - - -	Ditto - -	Ditto - -	Plantation.
28	Ditto - -	Ditto - -	Ditto - -	Pigeon-cote, Carthelm, and Yard.
29	Ditto - -	Ditto - -	Edward Sykes and John Wainwright.	Garden.
39	Company of Proprietors of the Calder and Hebble Navigation.	- - -	Henry Oates - -	Lock-house.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
54	Earl of Scarborough -	- - -	Company of Proprietors of the Calder and Hebble Navigation.	Stone Quarry.
55	Ditto - -	- - -	Himself - -	Wood.
57	Earl of Scarborough -	Joshua Ingham -	Edward Stead and Joseph Micklethwaite.	Cottages and Pig-cotes.
57 *a*	Ditto - -	Ditto - -	Edward Stead - -	Garden.
58	Ditto - -	- - -	Edward Waring -	Beershop, Stable, and Brewhouse.
59	Ditto - -	Ditto - -	James Kellet and Jesse Schofield.	Cottages.
59 *a*	Ditto - -	Ditto - -	Himself - -	Counting-house.
60	Ditto - -	Ditto - -	Ditto - -	Road, Coal Staiths, Cut, Railroads, and Coal-yard.
61	Company of Proprietors of the Calder and Hebble Navigation.	- - -	Joseph Richardson -	Lock-house, Stable, and Yard, Garden and Necessary.
62	Ditto - -	- - -	Themselves - -	Bywash.
65	Earl of Scarborough -	- - -	Jesse Schofield -	Garden and Necessary.
66	Ditto -	- - -	Edward Waring -	Garden.
67	Ditto - - -	- - -	Joseph Micklethwaite	Ditto.
68	Ditto - -	- - -	Edward Stead -	Ditto.
69	Ditto - -	- - -	Edward Waring -	Ditto.
70	Ditto -	- - -	Joseph Thorp -	Ditto.
70 *a*	Ditto - - -	Joseph Thorp -	Ditto - - -	Cottage and Stable.
73	Ditto - -	- - -	John Wilby - -	Garden.
74	Ditto - -	- - -	John Asquith -	Ditto.
75	Ditto - - -	- - -	John Joiner - -	Ditto.
76	Ditto - -	- - -	William Richardson -	Ditto.
77	Ditto - - -	- - -	Samuel Spawforth -	Ditto.
78	Ditto - -	Joshua Ingham -	Joshua Ingham -	Coal Pit Hills and Cabin.
79	Ditto - -	Ditto - -	Ditto - -	Small Cut.
91	Ditto - - -	William Mann -	John Brook and Luke Barber.	Cottages, Pig-cotes, and Necessary.
92	Ditto - -	Ditto - -	Luke Barber -	Garden.
93	Ditto - -	Ditto - -	William Wilson -	Ditto.
94	Ditto - -	Ditto - -	John Brook - -	Ditto.
95	Ditto - -	Ditto - -	William Mann -	Willow Garth.
102	Ditto - -	John Mann -	John Mann - -	Calf Crib.
111	Company of Proprietors of the Calder and Hebble Navigation.	- - -	Themselves - -	Wood and Stone Quarry.
113	Richard Cardwell -	- - -	Himself - -	Steam Corn-mill, Engine-house, Boiler House, and Yard.
114	Ditto - -	- - -	Ditto - -	Public House, Stable, and Necessary.
115	Earl of Scarborough -	- - -	Thomas Oxley -	House, Garden, Stable, Pig-cote, Necessary, and Stack-yard.
116	Ditto - -	- - -	Ditto and his Under-tenant John Gledhill.	Blacksmith's Shop.
117	Ditto - -	- - -	Thomas Oxley and his Under-tenant Richard Ramsden.	Lime-kilns.
117 *a*	Ditto - -	- - -	Thomas Oxley and his Under-tenant Joshua Ingham.	Coal Staith.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
120	Company of Proprietors of the Calder and Hebble Navigation.	- - -	Themselves -	Wood.
147	Lydia Oliver - -	- - -	Benjamin Walker -	Malt-kiln, Drying-kiln, Stable, and Yard.
148	Ditto - -	- - -	Buckley, Kershaw, and Company.	Warehouse, Yard, and Stables.
149	Ditto - -	Benjamin Walker -	Unoccupied - -	Cottage.
150	Ditto - -	Ditto - -	Joseph Stocks -	House and Garden.
151	Ditto - -	Ditto - -	Joseph Sheard -	Cottage.
152 *a*	Joshua Ingham and James Taylor Ingham.	- - -	Julia Dixon, and her Under-tenants John Ledgard, Isaac Lockwood, Joseph Crowther, Richard Ramsden, John Burkett, and Sarah Fisher.	Cottages and Necessaries.
154	Ditto - -	- - -	Julia Dixon and her Under-tenant Richard Ramsden.	Stable.
157	Ditto - -	Edward Hague -	Azariah France -	Cottage, Shed, and Garden.
175	Thomas Thornhill, Esquire.	- - -	Charles Wheatley -	Garden.
176	Ditto - -	Charles Wheatley -	Ditto - -	Farm-yard, Stables, Barns, Mistals, Thrashing Machine, House, and Stack-yard.
177	Ditto - -	Ditto - -	Elizabeth Greenwood	House and Garden.
178	Ditto - -	Ditto - -	John Senior, John Denton, Matthew Hurst, and John Hurst.	Cottages and Gardens.
180	Ditto - -	Ditto - -	Charles Wheatley -	Stack-yard.
183	Ditto - -	Ditto - -	Ditto - -	Orchard.
185	John Wallis -	- - -	Himself - -	Plantation.
196	Thomas Thornhill -	- - -	Charles Wheatley -	Quarry, and Old Coal Pit Hill.
199	Ditto - -	- - -	Ditto - -	Lime-kilns.
200	Ditto - -	- - -	Ditto - -	Coal-yard, with Tramroad and Day Hole.
201	Ditto - -	- - -	Ditto - -	Coal-yard, Stable, Day Hole, Coal Staith, and Railroad.
203	John Wallis - -	- - -	Himself and others -	Wood.
204	Ditto - -	- - -	George Fligg and Mark Fligg.	Ditto.
215	Earl of Scarborough -	- - -	William Rowley -	Garden.
216	Ditto - -	- - -	George Walton -	Ditto.
217	Ditto - -	- - -	William Rowley and George Walton.	Cottages, Shops, Pigsties, and Necessaries.
218	Ditto - -	Thomas Wilson and William Sutcliffe.	Thomas Wilson and his Under-tenant John Laycock, also William Sutcliffe and his Under-tenants Charles Blackburn and William Gauthorp.	Cottages, Mistal, Gardens, and Pig-sties.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
220	Joshua Ingham - - - -		Thomas Armitage -	Orchard.
221	Ditto - - - - -		Francis Green and his Under-tenant William Brogden.	Cottages, Garden, Pig-cote, and Necessary.
222	Ditto - - - - -		Francis Green and his Under-tenants Joseph Paviour and Abraham Hemingway.	Cottages and Gardens.
223	Ditto - - - - -		Thomas Armitage and his Under-tenants George Armitage, Thomas Burgoine, and William Rowley junior.	Ditto.
224	Ditto - - - - -		Francis Green and Thomas Armitage.	Barn and Fold.
225	Ditto - - - - -		Francis Green -	Stack-yard.
229	Ditto - - - - -		Julia Dixon and her Under-tenants Robert Rowley, James Dewhurst, George Peace, John Wood, John Best, James Taylor, and John Crowther.	Cottages.
230	Ditto - - - - -		John Crowther and James Taylor.	Gardens.
231	Ditto - - - - -		William Rowley and John Wood.	Ditto.
233 *a*	George Fligg - - - -		Michael Howker -	Privy and Stack-yard.
234	Joshua Ingham - - - -		George Ledgard, William Priestley, Michael Howker, Richard Brook, William Clegg, and George Sheard.	Cottages and Gardens.
236	Edward Lawton - - - -		Isaac Rowley -	Beer-shop and Yard.
237	John Cardwell - - - -		George Rowley -	Ditto and Brewhouse.
338	Earl of Scarborough - - - -		William Grayson -	Farmhouse, Fold, Barn, Mistal, Stable, Helm, Pig-cote, Gardens, and Orchard.
239	Joshua Ingham - - - -		Thomas Green -	House, Barn, Stable, Mistal, and Fold-yard.
240	Ditto - - - - -		Thomas Green and his Under-tenant Mark Hinchliffe.	Cottage.
244	Ditto - - - - -		John Moore - -	House, Barn, Stable, Yard, Mistal, and Gardens.
244 *a*	Ditto - - - - -		Himself - -	Workshops and Blacksmith's Shop.
245	Sarah Poynton - - - -		Thomas Drake - -	Public House, Stable, Pig-cote, Yard, and Garden.
246	Joshua Ingham - - - -		Michael Carter and his Under-tenant William Oates.	Cottages and Gardens.
247	Ditto - - - - -		Michael Carter -	Stables and Helm.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
248	Joshua Ingham - - .. -		Thomas Asquith -	Mistal, Weaving Shop, Pig-cote, Yard, and Garden.
249	Frances Asquith - - - -		John Kaye - -	Cottage and Garden.
250	Joshua Ingham - - - -		Mark Taylor - -	House and Croft.
250 *a*	George Hinchliffe - - - -		George Hinchliffe -	Piggery and Yard.
251	Joshua Ingham - - - -		Ditto - - -	Cottage, Weaving Shop, and Garden.
252	Ditto - - - - -		William Rothery, John Barker, Robert Rowley, Richard Oates, George Hepworth, John Howarth, Thomas Hinchliffe, John Oates, Charles Rowley, James Whiteley, Thomas Rothery, and Fanny Hinchliffe, and One unoccupied -	Cottages and Fold.
253	Ditto - - -	- - -	Fanny Hinchliffe -	Gardens.
254	Ditto - -	- - -	Thomas Rothery -	Garden.
255	Ditto - - -	- - -	James Whiteley -	Ditto.
257	John Wallis - -	- - -	David Broadley -	Cottage.
258	Ditto -	- - -	Ditto - -	Gardens and Out-buildings.
259	Ditto - - -	- - -	Silas Asquith - -	Gardens.
260	Ditto - -	- - -	William Bartin -	Ditto.
261	Ditto - -	- - -	John Gooder - -	Ditto.
262	Ditto - -	- - -	George Fligg and Mark Fligg, or their Under-tenant Matthew Noble.	Cottages and Gardens.
262 *a*	Ditto - -	- - -	John Gooder, George Fligg and Mark Fligg, or their Under-tenant Thomas Haslam.	Ditto.
262 *b*	Ditto - -	- - -	David Broadley -	Ditto.
262 *c*	Ditto - -	- - -	William Bartin -	
262 *d*	Ditto - -	- - -	Silas Asquith - -	
262 *e*	Ditto - -	- - -	Isaac Glover - -	
263	Ditto - -	- - -	John Asquith - -	Garden and Cottage.
264	Ditto - - -	- - -	George Fligg and Mark Fligg, and their Under-tenants Matthew Noble and Thomas Haslam -	Gardens.
265	Ditto - -	- - -	George Fligg and Mark Fligg, or their Under-tenant Thomas Haslam.	Cottage.
265 *a*	Ditto - -	- - -	George Fligg and Mark Fligg, or their Under-tenant Matthew Noble.	Ditto.
265 *b*	Ditto - -	- - -	George Fligg and Mark Fligg, or their Under-tenant Joseph Bland.	Cottage and Garden.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
265	John Wallis - -	- - -	George Fligg and Mark Fligg, or their Under-tenant Joseph Bland.	Garden.
265 *d*	Ditto - -	- - -	George Fligg and Mark Fligg.	Ditto.
266	Ditto - -	- - -	Ditto - -	Barn and Fold-yard.
266 *a*	Ditto - -	- - -	Ditto - -	Cottage.
271	Ditto - -	- - -	Charles Wheatley -	Pit Hill, Gin, Engine-house, Cabin, Boiler, Counting-house, Blacksmith's Shop, Pond, and Colliery Works.
271 *a*	Ditto - -	- - -	George Fligg and Mark Fligg, and their their Under-tenants Charles Wheatley and Martha Douglas.	Cottage.
272	Ditto - -	- - -	Charles Wheatley -	Pit Hill, Gin, Cabin, and Staith and Colliery Works.

The Township of Shitlington in the Parish of Thornhill.

6	George Lane Fox, Esquire.	- - -	Stansfield and Briggs	Coal Railway.
18	Ditto - -	- - -	Elizabeth Walshaw, Widow of Richard Walshaw.	Garden.
22 *a*	Ditto - -	Stansfield and Briggs	Stansfield and Briggs -	Coal Railway.
25	Ditto - -	- - -	Elizabeth Walshaw, Widow of Richard Walshaw.	House, Barn, Stables, Yard, and Garden.
25 *a*	Elizabeth Walshaw, Widow of Robert Walshaw.	- - -	Herself - -	Stables and Pig-cote.
34	George Lane Fox -	- - -	Sir John Lister Lister Kaye, Baronet.	Counting-house.
35	Ditto - -	- - -	Ditto - -	Stable and Pig-cote.
35 *a*	Ditto - - -	- - -	Joseph Pickard -	House, Garden, Privy, and Coal Cabin.
36	Ditto - -	- - -	Elizabeth Walshaw, Widow of Richard Walshaw.	Steam Corn Mill, Engine-house, Boiler-house, Yard, Drying-kiln, Blacksmith's Shop, and Outbuildings.
37	Trustees of Wakefield and Austerlands Turnpike Road.	- -	John Hampshire -	Toll-bar-house.
37 *a*	George Lane Fox, Esquire.	- - -	Sarah Pearson - -	Cottage and Shop.
37 *b*	Trustees of Wakefield and Austerlands Turnpike Road.	- - -	John Hampshire -	Toll-bar Weigh-house.
38	George Lane Fox -	Stansfield and Briggs	Thomas Cardwell -	Public House, Stables, and Outbuildings.
38 *a*	Ditto - -	- - -	Stansfield and Briggs	Counting-house.
38 *d*	Ditto - -	- - -	Stansfield and Briggs	Counting-house.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
38 *b*	George Lane Fox -	- - -	Stansfeld and Briggs	Coal Staiths and Lime-kilns.
39 *a*	Ditto - -	- - -	Sir John Lister Lister Kaye, Baronet.	Coal Staith.
39 *b*	Ditto - -	- - -	Ditto - -	Ditto.
39 *c*	Ditto - -	- - -	Ditto - -	Land occupied as Coal-yard, Railway, and Lime-kilns.
54	Company of Proprietors of the Calder and Hebble Navigation.	- - -	Joseph Grayson -	Lock-house, Garden, and Outbuildings.
	The Township of Horbury in the Parish of Wakefield.			
21	Robert Ramsden -	- - -	Himself - -	Plantation.
23	Ditto - -	- - -	Gervase Walker -	Willow Garth.
45 *a*	John Scholefield -	- - -	Himself - -	Plantation.
60	John Knowles -	- - -	Himself - -	Garden.
84	John Francis Carr -	- - -	John Knowles -	Shed.
109	Ditto - -	- - -	William Stringer -	Willow Garth.
114 and 117	Daniel Gaskell, Esquire - -	- - -	Himself - -	Land with ornamental Trees thereon.
120	The Company of Proprietors of the Calder and Hebble Navigation.	- - -	- - -	Wood Bridge.
500	Daniel Gaskell, Esquire.	- - -	Himself - -	Land with ornamental Trees thereon.
501	Ditto - -	- - -	Ditto - -	Ditto.
	The Township of Alverthorpe with Thornes in the Parish of Wakefield.			
1 *a*	Daniel Gaskell, Esquire.	- - -	Joseph Spink and John Peel.	Cottages, Outbuildings, Bath, and Gardens.
4	The Company of Proprietors of the Calder and Hebble Navigation.	- - -	John Cash - -	Cottage, Privy, Outbuildings, and Gardens.
17	Benjamin Gaskell -	Benjamin Briggs -	Caleb Winterburn and Joshua Scott.	Cottages, Outbuildings, and Garden.
20	Thomas Foljambe -	- - -	Daniel Wormald -	Garden.
24	Ditto - -	- - -	Elizabeth Jubb -	Land and Part Garden.
26	Edward Smith and Vincent Smith.	- - -	James Norbury -	Garden.
28	Ditto - -	- - -	Themselves, George Woodhead, and Thomas Norbury.	Gardens.
29	Ditto - -	- - -	Themselves - -	Cottage and Outbuildings.
32	William Oakes -	- - -	Himself - -	Farmhouse, Barn, Stable, Mistal, Outbuildings, and Fold-yard.
33	Henry Lumb - -	- - -	Benjamin Briggs -	Barn, Stable, Outbuildings, and Farm-yard.
34	Ditto - -	Benjamin Briggs -	Elias Dobson -	Farmhouse and Outbuildings.
35	Ditto -	- - -	Benjamin Briggs -	Garden.
36	Ditto - -	- - -	Ditto - -	Shed and Yard.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
37	Joshua Ingham, Benjamin Ingham, Thomas Brooke, and Ann his Wife, Benjamin Ingham the younger, and Joshua Ingham the younger, and Eliza Ingham, Devisees of the late William Ingham.	- - -	Joseph Butler -	Fold-yard.
38	Ditto - -	- - -	Ditto - -	Old Barn.
39	Ditto - -	- - -	Ditto - -	Ditto.
40	Ditto - -	- - -	Ditto - -	Ditto.
41	Ditto - -	Joseph Butler -	Judith Pratt - -	Cottage and Outbuildings.
42	Ditto - -	Ditto - -	William Towers -	Ditto.
43	Ditto - -	Ditto - -	Unoccupied - -	Old Buildings, formerly occupied as a Cottage.
43 *a*	Ditto - -	Ditto - -	Himself - -	Garden.
44	Ditto - -	Ditto - -	Ann Simpson -	Cottage and Outbuildings.
45	Ditto - -	Ditto - -	William Towers -	Combing Shop.
46	Ditto - -	Ditto - -	Unoccupied - -	Cottage.
47	Edward Smith and Vincent Smith.	- - -	John Hampson -	Cottage and Outbuildings.
48	Ditto - -	- - -	Ann Varley - -	Ditto.
49	Ditto - -	- - -	George Woodhead -	Ditto.
50	Ditto - -	- - -	John Hirst - -	Ditto.
51	Ditto - -	- - -	William Hirst -	Ditto.
52	Ditto - -	- - -	Themselves - -	Barn and Stable.
53	Ditto - -	- - -	John Little - -	Garden.
54	Ditto - -	- - -	Martha Varley -	Cottage.
55	Ditto - -	- - -	William Greaves -	Ditto.
56	Ditto -	- - -	Elizabeth Banks -	Ditto.
57	Ditto - - -	- - -	John Little - -	Ditto.
58	Ditto - -	- - -	Elizabeth Jubb -	Garden.
59	Thomas Foljambe -	- - -	Ditto - -	Two Cottages and Outbuildings.
60	Ditto - -	- - -	Ditto - -	Stable and Stack-garth.
61	Ditto - -	- - -	Ditto - -	Garden.
63	Surveyors of the Highways of Thornes or the Constable of Thornes for the Time being.	- - -	- - -	Town Pump and Well.
64	Thomas Foljambe -	- - -	James Tennant -	House, Garden, and Outbuildings.
65	Ditto - -	- - -	Ditto - -	Garden.
66	Ditto - -	- - -	Ditto - -	Ditto.
67	Ditto - -	- - -	Ditto - -	Stable, Mistal, Outbuildings, and Fold-yard.
68	Edward Smith and Vincent Smith.	- - -	George Woodhead -	Cottage.
69	Ditto - -	- - -	Thomas Oates -	Ditto.
70	Ditto - -	- - -	Benjamin Taylor -	Ditto.
71	Ditto - -	- - -	Isabella Robinson -	Ditto.
72	Ditto - -	- - -	Themselves -	Barn, Stable, Shed, and Yard.
73	Ditto - -	- - -	Edward Smith -	Garden.
74	Ditto - -	- - -	Ditto - -	Brewhouse.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
75	Edward Smith and Vincent Smith.	- - -	Edward Smith -	House and Outbuildings.
76	Ditto - -	- - -	Thomas Norbury -	Cottage, Outbuildings, and Yard.
77	Ditto - -	- - -	Themselves - -	Press-shop, Coal-place, and Outbuildings.
78	John Hall Carver -	- - -	Joseph Jubb -	Butcher's Shop and Slaughterhouse.
79	Ditto - -	- - -	Elizabeth Jubb and Andrew Carver.	Farmhouse, Yard, and Garden.
80	Ditto - -	- - -	Ditto - -	Cottage, Coal-place, and Stable.
81	Ditto - -	- - -	Ditto - -	Stable and Shed.
82	Ditto - -	- - -	Ditto - -	Outhouse, formerly a Cottage and Privy.
83	Ditto - -	- - -	Ditto - -	Barn, Mistal, Yard, and Stack-garth.
84	Ditto - -	- - -	Ditto - -	Garden.
85	Ditto - -	- - -	Ditto - -	Barn, Stable, Mistal, Stack-garth, and Garden.
91	Robert Ramsden -	- - -	Thomas Illingworth -	Stack-garth.
92	Ditto - -	- - -	Ditto - -	Garden.
96	George Pilkington -	- - -	David Pilkington -	Ropewalk.
97	Thomas Foljambe -	- - -	Thomas Illingworth -	Ditto.
99	Ditto - -	- - -	Himself - -	Garden.
104	James Hill -	- - -	Ditto - -	Ditto.
110	Benjamin Gaskell -	John Gregory and Mary Ramsden.	John Gregory senior -	Ditto.
111	Ditto - -	Ditto - -	Ditto - -	House, Privies, Outbuildings, and Yard.
112	Ditto - -	Ditto - -	Ditto - -	Shed.
113	Ditto - -	Ditto - -	Ditto - -	Stable, Chamber over, and Sheds.
114	Ditto - -	Ditto - -	Ditto - -	Cart-shed.
115	Ditto - -	Ditto - -	Ditto - -	Shed.
116	Ditto - -	Ditto - -	Christopher Sykes -	Cottage, Outbuilding, and Garden.
117	Ditto - -	Ditto - -	Joseph Brearley -	Cottage and Outbuilding.
118	Ditto - -	Ditto - -	John Wilcock -	Ditto.
119	Ditto - -	Ditto - -	John Starkey -	Ditto.
120	Ditto - -	Ditto - -	Elizabeth Speight -	Ditto.
121	Ditto - -	Ditto - -	Sarah Aspin -	Ditto.
125	Benjamin Dixon -	- - -	Joseph Woodhead -	Cottage, Stable, and Garden.
126	Ditto - -	- - -	William Ramsden -	Cottage and Garden.
127	Ditto - -	- - -	George Preston -	Ditto.
128	Ditto - -	- - -	Benjamin Tolson -	Ditto.
129	William Nother, Mortgagee in Possession, or Joseph Biddle, Assignee of George Button.	- - -	James Ambler -	Ditto.
130	Ditto - -	- - -	George Dyson -	Ditto.
131	John Gregory junior and James Gregory.	- - -	Themselves - -	Garden.
132	Ditto - -	- - -	Ditto - - -	Drying-kiln.
133	Ditto - -	- - -	Ditto - -	Malt-kiln.
134	Joseph Wainwright -	- - -	Himself - -	House, Outbuildings, and Garden.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
135	Joseph Wainwright junior.	- - -	Joseph Wainwright -	Garden.
137	Ditto - -	- - -	Joseph Wainwright senior.	Shed.
138	Ditto - -	- - -	Ditto - -	Stable and Hay Chamber.
139	Ditto - -	- - -	Ditto - -	Kitchen and Chamber over, Gig-house, Cow-house, and Privy.
141	Joseph Wainwright -	- - -	Abraham Wood -	Cottage.
142	Ditto - -	- - -	Joseph Wainwright -	Stable.
143	Ditto - - -	- - -	William Wormald -	Cottage.
144	Ditto - -	- - -	Henry Aspin -	Cottage and Yard.
145	Ditto - - -	- - -	James Naylor -	Ditto.
146	Ditto - -	- - -	William Chaplin -	Ditto.
147	Ditto - - -	- - -	George Hodgson -	Ditto.
148	Joseph Milner and Hannah his Wife, late Hannah Huntingdon.	- - -	Joseph Middleton -	Public House and Outbuildings.
149	Ditto - -	- - -	Joseph Haigh -	Cottage.
150	Ditto - -	- - -	Joseph Bolton -	Ditto.
151	Ditto - -	- - -	Henry Vince -	Ditto.
152	Ditto - - -	- - -	Joseph Middleton -	Brewhouse.
153	Ditto - - -	- - -	Nathan Jessop -	Cottage.
154	Ditto - -	- - -	Francis Kellett -	Stable.
155	Ditto - -	- - -	John Copley -	Cottage.
156	Ditto - - -	- - -	Francis Kellett -	Ditto.
157	Ditto - -	- - -	John Richardson -	Ditto.
158	Ditto - -	- - -	Joseph Middleton -	Stable.
162	Reverend Samuel Sharp, Thomas Barff, Jeremiah Glover, William Thomas, Reverend Thomas Kilby, John Maude, Henry Walker, John Naylor, Joshua Smithson, John Francis Carr, Edward Tew, John Hardcastle, Thomas Tootal, and Thomas Hague, Governors of the Free Grammar School at Wakefield, as Trustees of the Poor of the Town of Wakefield	- - -	John Crosland -	Cottage, Mistal, Privy, and Garden.
163	Ditto - -	John Crosland -	James Officer -	Cottage, Privy, and Garden.
164	Ditto - - -	Ditto - -	Benjamin Northern -	Ditto.
165	Ditto - -	- - -	John Crosland -	Butcher's Shop, Stable, and Yard.
166	Ditto - -	- - -	Ditto - -	Garden.
167	Ann Kitson - -	- - -	Robert Whitham -	House, Outbuildings, and Garden.
168	Ditto - -	- - -	James Sneed -	Ditto.
169	Ditto - -	- - -	William Kirk Firth -	Ditto.
170	Ditto - -	- - -	Herself - -	Garden.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	The Township of Wakefield in the Parish of Wakefield.			
3	Earl of Cardigan -	- - -	Joshua Smithson - -	Railroad.
4	Margaret Sykes -	- - -	Isaac Aydon -	Garden.
5	Thomas Haigh - -	- - -	George Hindle - -	Ditto.
6	Ditto - -	- - -	Thomas Eccles -	Ditto.
7	Ditto - -	- - -	George Hall - -	Ditto.
8	Ditto - -	- - -	Abraham Aydon -	Ditto.
9	Ditto - -	- - -	George Hindle - -	Privy.
9 *a*	Ditto - -	- - -	George Hall, Thomas Eccles, Abraham Aydon, William Horner, and Richard Hirst.	Privies.
11	Ditto - -	- - -	George Hindle -	Pig-cote.
12	Ditto - - -	- - -	Thomas Eccles -	Ditto.
13	Ditto - -	- - -	George Hall - -	Ditto.
14	Ditto - -	- - -	George Hindle - -	Cottage.
15	Ditto - -	- - -	Thomas Eccles -	Cottage and Garden.
16	Ditto - -	- - -	George Hall - -	Ditto.
17	Ditto - -	- - -	Richard Hirst - -	Ditto.
18	Ditto - - -	- - -	Abraham Aydon -	Ditto.
19	Ditto - -	- - -	William Horner -	Ditto.
20	Ditto - -	- - -	Himself - -	House, Brewhouse, Back Kitchen, and Outbuildings.
21	Ditto - -	- - -	Ditto - -	Garden.
22	Ditto - -	- - -	Ditto - -	Ditto.
23 23 *a* 23 *b*	Ditto - -	- - -	Ditto - -	Workshops, Stable, and Mistal.
24	Ditto - -	- - -	Ditto - -	Counting-house.
25	Ditto - -	- - -	Ditto - -	Yard.
25 *a*	Ditto - -	- - -	Ditto - -	Shed and Privy.
26	Ditto - -	- - -	Ditto - -	Malt-kiln and Drying-kiln.
26 *a*	Ditto - -	- - -	Ditto - -	Sheds.
30	Thomas Foljambe and Daniel Maude.	- - -	Joseph Fawcett -	Garden.
37	Benjamin Fawcett -	- - -	John Manchester -	Glazier's Shop and Gardens.
40	Benjamin Blackburne	- - -	Himself - -	Wood-yard and Shop.
44	Robert Hodgson and Richard Atkins, as Trustees of the late Halliley William Hodgson, or Elizabeth Hodgson.	- - -	— Mark senior -	Cottage and Brewhouse.
45	Ditto - -	- - -	John Kershaw - -	Cottage.
46	Ditto - -	- - -	James Stansfield -	Ditto.
47	Ditto - -	- - -	Unoccupied -	Ditto.
48	Ditto - -	- - -	Ditto - -	Ditto.
49	Ditto - -	- - -	Thomas Dove - -	Ditto.
50	Ditto - -	- - -	John Armstrong -	Ditto.
51	Ditto - -	- - -	Richard Binney -	Malt-kiln.
52 *a*	Thomas Foljambe and Daniel Maude.	- - -	Benjamin Blackburn -	Garden.
53	Ditto, as Purchasers from Philip Bennet, Esquire, or his Trustees.	- - -	Ditto -	Ditto.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
55	Philip Bennet, Esquire, or his Trustees.	- - -	Thomas Avison -	Garden.
57	Robert Wilde -	- - -	William Baines -	Public-house, Stable, and Yard.
58	Ditto - -	- - -	Joseph Pashley -	Cottage - }
59	Ditto - -	- - -	Richard Wilkinson -	Stable - }
60	Ditto - -	- - -	Himself - -	Ditto - }
61	Ditto - -	- - -	Himself and George Smith.	Cottage and Workshop over. }
61 *a*	Ditto - -	- - -	Himself and Mary Eccles, Widow.	Ditto - } Brewhouse, Privies, Yard, and Ash-place common to all these Tenants.
62	Ditto - -	- - -	Himself and John Goodison.	Ditto - }
63	Ditto - -	- - -	Himself and Francis Robinson.	Ditto - }
64	Ditto - -	- - -	Himself and Thomas Depledge.	Ditto - }
65	Ditto - -	- - -	Himself - - -	Workshops.
66	Ditto - -	- - -	Thomas Lupton -	Cottage.
67	Ditto - -	- - -	Richard Wright -	Ditto.
68	Ditto - -	- - -	Elizabeth Cheesebrough and Joseph Cheesebrough.	Ditto.
69	Ditto - -	- - -	John Rhodes - -	Ditto.
70	Jonathan Bingley -	- - -	Richard Wilkinson -	Ditto.
71	Ditto - -	- - -	Daniel Thornton - -	Ditto.
72	Ditto - -	- - -	John Helliwell - -	Ditto.
72 *a*	Ditto - -	- - -	Thomas Helliwell -	Cottage, Outbuildings, and Yard.
73	Robert Wilde, Jonathan Bingley, Maria Kitchen, Charles Bolland, and Henry Gloyne.	- - -	- - -	Sunderland's Yard.
74	Robert Wilde - -	- - -	John Cockill - -	Cottage.
75	Ditto - -	- - -	Ellen Lacey - -	Ditto.
76	Maria Kitchen - -	- - -	Herself - -	Cottage and Yard.
77	Robert Wilde - -	- - -	Himself - -	House and Outbuildings.
77 *a*	Ditto - -	- - -	Ditto - -	Yard.
78	Maria Kitchen - -	- - -	Benjamin Cheesebrough.	Cottage.
79 } 80 }	Charles Bolland -	- - -	William Fieldhouse {	Cottage, Stable, Outbuilding, and Yard.
81	Robert Wilde -	- - -	William Lord - -	Cottage.
82	Ditto - -	- - -	William Wright -	Cottage and Pig-cote.
83	Ditto - -	- - -	George Marsden -	Cottage.
84	Ditto - -	- - -	James Hinchliffe -	Ditto.
85	Ditto - -	- - -	John Fysh - -	Ditto.
86	Ditto - -	- - -	Charles Varley - -	Ditto and Pig-cote.
87	Ditto - -	- - -	Henry Craven - -	Cottage.
88	Ditto - -	- - -	James Waddingham -	Ditto.
89	Ditto - -	- - -	William Copley -	Ditto.
90	Ditto - -	- - -	John Nicholls - -	Ditto.
91	Ditto - -	- - -	William Wittam -	Cottage and Pig-cote.
92	Ditto - -	- - -	Joseph Cheesebrough	Stable.
92 *a*	Ditto - -	- - -	John Helliwell -	Ditto.
93	Ditto - -	- - -	Thomas Blakebrough	Cottage and Outbuildings.
94	Ditto - -	- - -	Joseph Bedford -	Cottage.
95	Ditto - -	- - -	John Robinson -	Ditto.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
96	Henry Gloyne - -	- - -	Himself - -	Garden.
97 *a*	Robert Wilde, as Purchaser from Philip Bennett, Esquire, or his Trustees.	- - -	George Marsden -	Ditto.
98	Joseph Wainwright, as Purchaser from Philip Bennett, Esquire, or his Trustees.	- - -	Thomas Avison -	Stable and Shed.
99	Ditto - -	- - -	Ditto - -	Blacksmith's Shop.
100	Ditto - -	Thomas Avison -	Thomas Avison, Joseph Hodgson, and Georgiana Leary.	Shed.
101	Ditto - -	- - -	Francis Vickers -	Cottage.
102	Joseph Wainwright -	- - -	George Birkinshaw -	House and Shop.
103	Ditto - -	- - -	Ditto - -	Wainwright's Yard.
104	Ditto - -	- - -	John Edgcombe -	House and Shop.
105	Ditto - -	- - -	George Ramsden -	Ditto.
106	Ditto - -	- - -	William Land -	Ditto.
107	Ditto - -	- - -	James Broadhead -	House.
108	Ditto - -	- - -	George Birkinshaw -	Chandler's Shop.
109	Ditto - -	- - -	John Edgcombe -	Tinner's Shop.
110	Ditto - -	- - -	George Ramsden -	Pig-cotes and Midden-stead.
111	Ditto - -	- - -	Ditto - -	Slaughter House.
112	Ditto - -	- - -	George Marville -	Cottage.
113	Henry Gloyne - -	- - -	Himself - -	House and Shop.
114	Ditto - -	- - -	Mary Hall - -	Cottage.
115	Ditto - -	- - -	Elizabeth Charnock -	Ditto.
116	Ditto - -	- - -	Joseph Monsieur -	Ditto.
117	Ditto - -	- - -	William Lister -	Ditto.
118	Ditto - -	- - -	Himself - -	Warehouse.
119	Ditto - -	- - -	Thomas Helliwell -	Stable.
120	Ditto - -	- - -	Ellen Lacey - -	Ditto.
121	Ditto - -	- - -	Himself and Tenants	Ash-place.
122	Ditto - -	- - -	Benjamin Cheesebrough.	Stable.
124	William Exley, as Heir at Law of John Exley.	- - -	Hannah Exley, Widow	Garden.
125	Ditto - -	- - -	Ditto - -	House, Cowhouse, Stable, Outbuildings, and Yard.
162	John Wilson - -	- - -	Himself - -	House, Shop, Stable, Outbuildings, and Yard.
162 *a*	Ditto - -	- - -	Charles Shaw -	House and Shop.
163	Ditto - -	- - -	Himself - -	Stable.
164	Benjamin Fawcett -	- - -	Richard Binney -	Drying-kiln.
165	Ditto - -	- - -	John Lockwood -	Public House, Brewhouse, Stable, Outbuildings, and Yard.
166	Ditto - -	- - -	Richard Binney -	Malt-kiln.
167	William Exley, as Heir at Law of John Exley.	- - -	Thomas Exley -	Malt-kiln and Drying-kiln.
168	Ditto - -	- - -	Ditto - -	Shed.
	Reverend Samuel Sharp, Thomas Barff, Jeremiah Glover, William Thomas, Reverend			

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
170	Thomas Kilby, John Maude, Henry Walker, John Naylor, Joshua Smithson, John Francis Carr, Edward Tew, John Hardcastle, Thomas Tootal, and Thomas Hague, Governors of the Free Grammar School at Wakefield, as Trustees of Bromley's Old Gift - -	Thomas Green, John Green, and Edward Green	Joseph Hodgson -	Cottage.
171	Ditto - -	- - -	William Carter -	Ditto.
172	Ditto - -	- - -	John Robinson -	Cottage and Outbuilding.
173	James Strafford and Rachael Strafford.	- - -	Charles Tunnacliffe -	Workshops, Stable, Counting-house, Brewhouse, Cart-house, and Chamber over.
174	Reverend Samuel Sharp, Thomas Barff, Jeremiah Glover, William Thomas, Reverend Thomas Kilby, John Maude, Henry Walker, John Naylor, Joshua Smithson, John Francis Carr, Edward Tew, John Hardcastle, Thomas Tootal, and Thomas Hague, Governors of the Free Grammar School at Wakefield, as Trustees of Bromley's Old Gift - -	- - -	Sarah Jackson, Widow	Cottage and Outbuildings.
175	Ditto - -	- - -	James Wear - -	Cottage and Outbuildings.
176	Ditto - -	- - -	John Mitchell -	Ditto.
177	Ditto - -	- - -	William Wraith -	Upholsterer's Shop.
178	Charles Tunnacliffe -	- - -	Ditto - -	House.
179	Ditto - -	- - -	George William Harrison.	Ditto.
180	Ditto - -	- - -	George Firth -	Garden.
181	Ditto - -	- - -	Ditto - -	House, Outbuildings, and Yard.
182	Ditto - -	- - -	Himself - -	Ditto.
183	Ditto - -	- - -	Himself and George Firth.	Brewhouse.
184	Ditto - -	- - -	Himself - -	Garden.
185	James Strafford and Rachel Strafford.	- - -	Henry Coulter -	House, Area, and Garden.
186	Ditto - -	- - -	Themselves - -	Garden.
187	Ditto - -	- - -	William Benningfield	Ditto.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
188	James Strafford and Rachel Strafford.	- - -	William Benningfield	House, Shop, and Garden.
189	Ditto -	James Aspden and William Beverley.	James Aspden and William Beverley.	Cement Manufactory, Engine, Engine-house, and Burning-kiln.
190	Ditto - -	Ditto - -	James Aspden -	House, Dairy, and Yard.
191	Ditto - -	- - -	George Illingworth -	House and Area.
192	John Melton -	- - -	Thomas Salisbury -	Garden.
193	Ditto - -	- - -	John Sutton - -	Ditto.
194	Ditto - - -	- - -	Thomas Salisbury -	House and Garden.
195	Ditto - -	- - -	John Sutton -	Ditto.
211	Mary Bossey -	David Firth -	Robert Smith -	House and School.
212	Ditto - -	- - -	David Firth - -	Cow-house and Stable.
214	Ditto - -	- - -	Thomas Wigglesworth Dobson.	Garden.
215	Elizabeth Horsfall, Widow.	- - -	William Jacques -	Ditto.
216	James Aspden and William Beverley.	- - -	Themselves - -	Cement Pits and Garden.
218	John Robinson -	- - -	Himself - -	Cobbler's Shop.
218 *a*	Ditto, or John Brooke	- - -	John Brooke -	Coal-place.
219	Mary Heald, Widow, William Heald, her Son, William Heald, Deborah Pickering, and Betty Fawcett.	- - -	Thomas Brooke -	Cottage and Coal-place.
220	Ditto - -	- - -	Mary Pratt - -	Cottage and Pantry.
221	Ditto - -	- - -	John Wilkinson and George Musgrave.	Stable, Shed, Mistal, Granary, Pig-cotes, Out-buildings, and Yard.
222	Ditto - -	- - -	John Brooke -	Cottage.
223	Ditto - -	- - -	George Musgrave -	House, Shop, and Out-buildings.
224	Ditto - -	- - -	John Wilkinson -	Public House, Brew-house, Outbuildings, and Yard.
263	Elizabeth Horsfall, Widow, and George Wilson, and George William Aylmer, Trustees of the late John Henry Smyth or John George Smyth.	- - -	William Jaques -	Gardens.
266	Mary Bossey -	- - -	David Firth -	Garden.
271	Reverend Samuel Sharp, Thomas Barff, Jeremiah Glover, William Thomas, Reverend Thomas Kilby, John Maude, Henry Walker, John Naylor, Joshua Smithson, John Francis Carr, Edward Tew, John Hardcastle, Thomas Toottal, and Thomas Hague,	- -	Thomas Dibb -	Ditto.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	Governors of the Free Grammar School at Wakefield, as Trustees of Storre's University Gift - -			
274	Lady William Gordon	- - -	William Young -	Garden.
279	Robert Rayner, and John Hardcastle, Trustees under the Will of Thomas Smith.	- - -	John Naylor - -	Ditto.

Township of Stanley cum Wrenthorpe in the Parish of Wakefield.

2 } 3 }	Lady William Gordon	- - -	Joseph Briggs -	Garden and Hut.
5	Ditto - -	- - -	Ditto - -	Garden.
7	Ditto - -	- - -	James Jaques -	Public House, Stable, Brewhouse, and Sheds.
11	Ditto - -	- - -	George Haldane -	Garden and Hut.
14	Ditto - -	- - -	William Fawley -	Garden.
17 *a*	Ditto - -	- - -	William Rawling -	Garden and Shed.
18	Ditto - -	- - -	John Naylor -	Garden.
19	Ditto - -	- - -	Benjamin Milthorp -	Ditto.
20	Ditto - -	- - -	Ditto - -	House, Stable, and Outbuildings.
23	Ditto - -	- - -	Ditto - -	Garden.
24	Ditto - -	- - -	Joseph Briggs -	Ditto.
25 *a*	Ditto - -	- - -	Herself - -	Plantation.
26	Ditto - -	- - -	Joseph Briggs -	Garden.
27	Ditto - -	John Briggs -	James Copley -	Cottage and Outbuildings.
28	Ditto - -	- - -	Joseph Briggs -	Garden and Shed.
31	Ditto - -	- - -	Ditto - -	Garden.
32	Ditto - -	- - -	Ditto - -	Ditto.
33	Ditto - -	- - -	Ditto - -	Ditto.
48 *b*	George Wilson, and George William Aylmer, Trustees of the late John Henry Smyth, Esquire, or John George Smyth.	- - -	Themselves or George Balgne.	Willow Garth.
125	Lady William Gordon	- - -	Herself - -	Plantation.

The Township of Warmfield cum Heath in the Parish of Warmfield.

3	George Wilson and George William Aylmer, Trustees of the late John Henry Smyth, Esquire, or John George Smyth.	- - -	Themselves -	Willow Garth.
6	George Wilson and George William Aylmer, Trustees of the late John Henry Smyth, Esquire, or John George Smyth.	- - -	Themselves -	Plantation.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
9	George Wilson and George William Aylmer, Trustees of the late John Henry Smyth, Esquire, or John George Smyth.	- - -	Charles Abson -	Cottage, Garden, and Old Barn.
9 *a*	Ditto - -	Charles Abson -	Unoccupied - -	Cottage.
11	Reverend James Drake and others, Trustees of Sagar's Hospital.	- - -	Sarah Hampshire, Elizabeth Pearson, Elizabeth Womack, Sarah Waterworth.	Cottages.
12 13	Reverend James Drake, as Vicar of Kirkthorpe -	- - -	Himself - -	Plantation.
14	Ditto - - -	- - -	Ditto - -	House and Garden.
15	Ditto - -	- - -	Ditto - -	Outbuildings and Garden.
20	Ditto - - -	- - -	Ditto - -	Plantation.
21	The Earl of Westmoreland.	Sharp, Barraclough, and Company.	Sharp, Barraclough, and Company.	Coal Wharf.
26	The Reverend James Drake, as Vicar of Kirkthorpe.	- - -	Himself - -	Plantation and Shed.
30	Ditto - -	- - -	Ditto - -	Wood, called the Willow Garth.
53 *a*	Sir Edward Dodsworth	- - -	Peter Carter - -	Orchard.
54	Ditto - -	- - -	Ditto - - -	Farm-house, Outbuildings, and Fold-yard.
65	Ditto - -	- - -	James Oldroyd -	Cottage and Garden.
66	Ditto - -	- - -	James Booth - -	Ditto.

Township of Normanton in the Parish of Normanton.

3 *a*	Sir Edward Dodsworth	- - -	Sarah Batty - -	Garden.
3 *b*	Ditto - -	- - -	Ditto - -	House.
4	Ditto - - -	- - -	Sir Edward Dodsworth	Yard.
5	Ditto - -	- - -	Ditto - -	Dog Kennel.
137	Mr. William Garlick	- - -	George Heptonstall	Barn and Fold.
145	James Favel - -	- - -	John Musgrave -	Garden.
146	Ditto - -	- - -	Ditto - -	House.

The Township of Altofts in the Parish of Normanton.

3 *n*	David Smirthwaite -	- - -	James Benson -	Garden.
4 *n*	Ditto - -	- - -	Ditto - -	Ditto.
5 *n*	Ditto - -	- - -	Ditto - -	House.
6 *n*	Ditto - -	- - -	Ditto - -	Garden.
7 *n*	Sir Edward Dodsworth	- - -	Benjamin Shillito -	Ditto.
8 *n*	Ditto - -	Benjamin Shillito	Edward Hall -	Garden.
32*an*	Mrs. Bayldon -	- - -	John Denison -	Willow Garth.
49 *n*	Lady Gordon -	- - -	Robert Nalson -	Orchard.
50 *n*	Ditto - -	- - -	Ditto - -	Willow Garth or Plantation.
53 *n*	Ditto - -	- - -	Ditto - -	House and Garden.
54 *n*	Ditto - -	- - -	Ditto - - -	Barn, Stables, Shed, Farm-yard, Stack-yard, and Outhouses.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	The Township of Methley in the Parish of Methley.			
5 *a*	Earl Mexborough -	- - -	Thomas Robinson -	Willow Garth.
6 *b*	Ditto - -	- - -	Robert Smirthwaite -	Ditto.
14	Ditto - -	- - -	In hand - -	Plantation.
20 *a*	John Ripley and John Fletcher.	- - -	Themselves - -	Brick and Tile Kiln and Yard.
21	George Higham -	- - -	Himself - -	Garden.
22	Ditto - -	- - -	Ditto - -	Willow Garth.
25 *a*	Earl Mexborough -	- - -	Thomas Robinson -	Stack-yard.
25 *b*	Ditto - -	- - -	Ditto - -	Stables, Barn, Cart-sheds, Farm-yard, Orchard, and Outhouses.
26 *a*	Ditto - -	- - -	John Smirthwaite and JosephSmirthwaite, or James Middleton, Under-tenant.	House.
27	Ditto - -	- - -	Thomas Robinson -	Garden.
27 *a*	Ditto - -	- - -	Ditto - -	Piggery.
28	Ditto - -	- - -	Ditto - - -	Orchard.
28 *a*	Ditto - -	- - -	Ditto - -	House, Garden, Stables, Sheds, and Outhouses.
28 *b*	Ditto - -	- - -	Ditto - -	Yard.
32	Earl Mexborough or Robert Wilson.	- - -	Robert Wilson -	Garden.
33	Ditto - -	- - -	Ditto - -	School and House.
34	Ditto -	- - -	Ditto - -	Yard and Outhouse.
35	Robert Smirthwaite -	- - -	John Wilton -	Garden.
48	Earl Mexborough -	- - -	William Harrison -	Plantation.
49	Ditto - -	- - -	Ditto - -	Garden.
50	Ditto - -	- - -	Ditto - -	Stables and Outhouses.
50 *a*	Ditto - -	- - -	Ditto - - -	House, Cottage, & Yards.
54	John Nalson -	- - -	Joseph Nalson -	Garden.
59	John Frickley -	- - -	Ditto - -	Ditto.
59 *a*	Ditto - - -	- - -	Harriet Crossland and Isaac Whitacre.	Cottages.
59 *b*	Ditto - -	- - -	Harriet Crossland -	Wash-house.
59 *c*	Ditto - -	- - -	Joseph Nalson -	Stable and Uuthouses.
61 *a*	Earl Mexborough -	- - -	William Fenton -	Railroad.
65	Ditto - -	- - -	Ditto - -	Coal Pit Hill.
66	Ditto - -	- - -	Ditto - -	Coal Pit & Colliery Works.
67	Ditto - -	- - -	Ditto - -	CoalStaith and Railroad.
68	Ditto - - -	- - -	Ditto - -	Engine, Coal Pit.
72	Ditto - -	- - -	Robert Hollings -	Garden.
73	Ditto - - -	- - -	Ditto - -	Stack-yard.
76	Ditto - -	- - -	William Fenton -	Coal Pit, Engine, and Colliery Works.
77	Phebe Hollings or Robert Hollings.	- - -	John Hollings -	Orchard.
77 *a*	Ditto - - -	- - -	Ditto - -	House and Garden.
77 *b*	Ditto - -	- - -	Ditto - -	Ditto.
78	Ditto - -	- - -	Ditto - - -	Tan-house.
78 *a*	Ditto - - -	- - -	Ditto - - -	Ditto, Shed.
79	Ditto - -	- - -	Ditto - -	Tan-house, Shed.
79 *a*	Ditto - - -	- - -	Ditto - -	Piggery.
79 *b*	Ditto - -	- - -	Ditto - - -	Stables and Barn.
79 *c*	Ditto - -	- - -	Ditto - -	Old Shed.
80	Ditto - -	- - -	Ditto - - -	Stable.
80 *a*	Ditto - -	- - -	Ditto - -	Farm-yard & Outhouses.
83	Earl Mexborough -	- - -	William Fenton -	Coal Pit Engine.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
87 *a*	Earl Mexborough -	- - -	William Fenton -	Railroad.
89	William Graves -	- - -	Charles Patrick -	House.
89 *a*	Ditto - -	- - -	Ditto - -	Garden.
89 *b*	Ditto - -	- - -	Ditto - - -	Ditto.
89 *c*	Ditto - -	- - -	Ditto - -	Piggery.
89 *d*	Ditto - - -	- - -	Ditto - -	Outhouse.
90	Phebe Hollings or Robert Hollings.	- - -	John Hollings -	Garden.
91	Ditto - -	- - -	Ditto - -	House.
91 *a*	Ditto - -	- - -	Ditto - -	Piggery and Coal-house.
91 *b*	Ditto - -	- - -	Ditto - -	Garden.
91 *c*	Ditto - -	- - -	Ditto - -	Stable and Granary.
92	John Graves -	- - -	Charles Patrick -	Garden.
93	Thomas Tullan -	- - -	Himself - -	Ditto.
93 *a*	John Graves -	- - -	Ann Longbottom -	Ditto.
93 *b*	Thomas Tullan -	- - -	Himself - -	Ditto.
94	John Graves -	- - -	Ann Longbottom and Benjamin Braime.	Houses.
94 *a*	William Graves -	- - -	Himself - -	House.
94 *b*	Thomas Tullan -	- - -	George Cut and Sarah Thompson.	Houses and Gardens.
94 *c*	Ditto - -	- - -	Ditto - -	Piggeries.
95	John Graves -	- - -	William Graves -	Garden.
95 *a*	Ditto - -	- - -	Charles Patrick -	Piggery.
95 *b*	Ditto - -	- - -	Charles Patrick, Ann Longbottom, and William Graves.	Coal-houses.
96	William Graves -	- - -	Richard Longbottom	House.
96 *a*	Ditto - -	- - -	Himself - -	Garden.
96 *b*	Ditto - -	- - -	Richard Longbottom	Ditto.
96 *c*	Ditto - -	- - -	Ditto - -	Shed.
97	John Graves and William Graves.	- - -	Themselves - -	Yard and Passage.
98	Thomas Tullan -	- - -	Sarah Thompson -	Garden.
99	Earl Mexborough -	- - -	John Braime senior -	Blacksmith's Shop.
100	Ditto - -	- - -	Ditto - -	Farm-yard.
100 *a*	Ditto - -	- - -	Ditto - -	Cowhouse & Farm-yard.
100 *b*	Ditto - -	- - -	Ditto - -	Barn.
101	Ditto - -	- - -	Ditto - -	Yard.
102 *a*	Ditto - -	- - -	Ditto and Charles Howson his Under-tenant.	Garden.
104	Ditto - -	- - -	William Fenton -	Engine-pond.
104 *a*	Ditto - -	- - -	William Fenton -	Coal Pit Engine.
104 *b*	Ditto - -	- - -	Ditto - -	Ditto Cabin.
104 *c*	Ditto - -	- - -	Ditto - -	Coal Pit and Colliery Works.
107	Ditto - -	- - -	Ditto - -	Railroad.

The Township of Oulton in the Parish of Rothwell.

9	John Blayds, Esquire	Sarah Braithwaite -	John Cuning and William Cockerham.	Houses.
9 *b*	Ditto - -	- - -	Sarah Braithwaite -	Cottage and Barn.
14	Edward Hemingway, Esquire.	- - -	Edward Hemingway -	Plantation and Osier Bed.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	The Township of Woodlesford in the Parish of Rothwell.			
20	Henry Bentley, Esquire	- - -	Henry Bentley, Esquire	Garden.
21	Ditto - -	- - -	Ditto - -	House and Outbuildings.
21 *a*	Ditto - -	- - -	Ditto - -	Brewery, Malt-kiln, Stables, and Yards.
33	William Capes -	- - -	Thomas Hutchinson -	Orchard.
35	Ditto - -	- - -	Ditto - -	House, Shop, Garden, Stable, and Shed.
36	Thomas Hutchinson -	- - -	John Goodall -	House and Garden.
			Joseph Denton -	Ditto.
			Ann Pickard - -	Ditto.
			Thomas Owen -	Ditto.
37	Ditto - -	- - -	Ditto, or some of them	Piggery and Outbuildings.
38	Lister Snowden -	- - -	Lister Snowden -	House and Cowhouse.
39	Ditto - -	- - -	Ditto - -	Butcher's Shop.
40	James Hargreave -	- - -	Benjamin Holt -	House.
41	Ditto - -	- - -	Himself and Robert Remington and William Atack.	Cottages.
43	Henry Bentley, Esquire	- - -	William Bleasby -	House.
			Richard Britton -	Ditto.
			Ann Walker -	Ditto.
			John Woodhead -	Ditto.
			Joseph Sharp -	Ditto.
44	Ditto - -	- - -	Ditto - -	Piggery, Yard, and Outbuildings.
44 *a*	Joseph Crompton Oddie.	- - -	Joseph Crompton Oddie.	Plantation.
46	Ditto - -	- - -	William Burley -	Garden.
47	Ditto - -	- - -	Ditto - -	House.
48	Ditto - -	- - -	Ditto - -	Garden and Shed.
49	William Wilks -	- - -	Robert Paul -	House.
50	Ditto - -	- - -	William Ward -	Ditto.
51	Ditto - -	William Wildblood and Thomas Wildblood.	Joseph Goldthwaite -	Ditto.
52	Sarah Dobson -	- - -	Richard Cockram -	Ditto.
53	Ditto - -	- - -	Thomas Stratton -	Ditto.
54 *a*	Ditto - -	- - -	Richard Cockram and Thomas Stratton.	Garden.
54	William Wilks -	- - -	Joseph Inman -	House.
55	Sarah Dobson -	- - -	Titus Crowther -	Ditto.
			William Cochran -	Ditto.
			Jacob Lake -	Ditto.
56	Joseph Pullan -	- - -	George Burrell -	Ditto.
59	John Mason -	- - -	Abraham Crossland -	Ditto.
59 *a*	Joseph Pullan -	- - -	Martha Aspin -	House.
60	Elizabeth Ashton -	- - -	Benjamin Carr - and	Ditto.
			Ann Crumac -	Ditto.
71	The Undertakers of the Aire and Calder Navigation.	- - -	Joseph Crompton Oddie.	Garden South of Megs Lane.
75	John Upton, Esquire	- - -	John Upton, Esquire	Garden.
76	Ditto - -	- - -	Ditto - -	Ditto.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	The Township of Rothwell in the Parish of Rothwell.			
6	William Fenton, Esquire	- - -	Himself - -	Wood.
8	Ditto - -	- - -	Ditto - -	Ditto.
9	Ditto - -	- - -	Ditto - -	Ditto.
14	Lord Stourton -	- - -	Isaac Tetley -	Ditto.
14	Ditto - -	- - -	Ditto - -	Shrogg and Wood.
18	Lady Gordon -	- - -	William Fenton -	Shrogg.
20 & 21	Ditto - -	- - -	Aire and Calder Navigation Company.	Railway, Quarry, and Shrogg.
22	Ditto - -	- - -	William Fenton, Esquire	Wood.
27	Ditto - -	- - -	William Fenton -	Ditto.
36	Ditto - -	William Fenton -	Thomas Moss -	Stack-yard.
37	Ditto - -	Ditto - -	Ditto - -	House, Anchor Inn, and Outbuildings.
38	Ditto - -	Ditto - -	Ditto - -	Garden.
39	Ditto - -	Ditto - -	Ditto - -	Ditto.
43	Ditto - -	Ditto - -	Ditto - -	Ditto.
48	The Undertakers of the Aire and Calder Navigation or Lady Gordon.	Ditto - -	The Undertakers of the Aire and Calder Navigation or Thomas Moss.	Ditto.
49	Lady Gordon -	- - -	- - -	Wood.
55 & 57	The Undertakers of the Aire and Calder Navigation or Lady Gordon.	William Fenton -	William Fenton -	Ditto.
61	Lord Stourton -	- - -	Edward Dawson -	Ditto.
62	Ditto - -	- - -	John Charlesworth & Joseph Charlesworth.	Ditto.
65	Ditto - -	- - -	Ditto - -	Railway, Coal Staith, Wharfs, and Yards.
67	Ditto - -	- - -	Ditto - -	Cinder Ovens.
69	Ditto - - -	- - -	Ditto - -	Cinder Yard.
74	Ditto - -	- - -	John Tattersall and Lawrence Tattersall.	Willow Garth.
78	Ditto - -	- - -	Surveyors of the Highways of Rothwell.	Stone Yard.
79	Ditto - -	- - -	Sarah Preston -	Stourton Arms Public House, Garden, Yard, and Outhouses.
79 *a*	Ditto - -	- - -	Ditto - -	Stable.
80	Lord Stourton -	- - -	Mary Sharp - -	Farm-yard and Garden.
81	Ditto - -	- - -	Ditto - -	House.
83	Ditto - -	- - -	In hand - -	Plantation.
84	Ditto - -	- - -	John Tattersall and Lawrence Tattersall.	Fish-pond.
86	Ditto - -	- - -	Ditto - -	Plantation.
88	Ditto - -	- - -	Ditto - -	Ditto.
90	Ditto - - -	- - -	Himself - -	Ditto.
91	Ditto - - -	- - -	In hand - -	Garden.
92	Ditto - -	- - -	Ditto - -	House and Outbuildings.
93	Ditto - -	- - -	William Webster -	Garden.
94	Ditto - -	- - -	Ditto - -	House and Outbuildings.
95	Ditto - -	- - -	Ditto - -	Garden.
109	John Smith, Esquire	- - -	John Robson -	Cow-house.
112	Ditto - -	- - -	Robert Rowley -	Cow-shed.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
	The Township of Hunslet in the Borough and Parish of Leeds.			
3	Rev. Ralph Henry Brandling.	- - -	John Robson -	Garden.
5 *a*	Thomas Harrison of Leeds, Spirit Merchant, Charles Gunson of Huntslet, and the Trustees under the Will of the late Joseph Thompson; namely, Thomas Simpson and John Telford.	- - -	William Mason -	Skittle Ground.
5 *b*	Ditto - -	William Mason -	James Smith -	Middenstead.
5 *c*	Ditto - -	Ditto - -	William Mason & others	Privy.
5 *d*	Ditto - -	Ditto - -	James Smith -	Ditto.
5 *e*	Ditto - -	- - -	Ditto - -	Coal-house and Stable.
5 *f*	William Mann -	- - -	John Salt, James Smith, William Benn, and James Rossendale	Four Cottages under One Roof.
5 *g*	Ditto - - -	- - -	John Hainsworth -	Cottage and Garden.
6	Reverend George Fenton and William Fenton, Esquire, or One of them.	George Shaw -	Benjamin Balmforth -	House.
7	Thomas Harrison, Charles Gunson, and the Trustees under the Will of the late Joseph Thompson; namely, Thomas Simpson and John Telford.	William Mason -	John Rossendale and William Frith -	Piggeries and Stables.
8	Ditto - -	- - -	William Mason -	Garden and Yard.
9 *a*	Ditto - - -	- - -	Ditto - -	Ditto.
9 *b*	Ditto -	William Mason -	William Frith -	Ditto.
13	Thomas Harrison, Charles Gunson, and the Trustees under the Will of the late Joseph Thompson; namely, Thomas Simpson and John Telford.	- - -	William Gothard -	House and Cowhouse.
14	Ditto - -	- - -	Joseph Hawksworth, Thomas Salt, Thomas Barlow, George Fryer, and Richard Skerritt.	Five Piggeries.
15	Ditto - -	- - -	Benjamin Balmforth	Garden.
16	Reverend George Fenton and William Fenton, Esquire, or One of them.	- - -	William Ward -	Garth.
16 *a*	Ditto - -	- - -	Elizabeth Routh -	Garden.
17	Ditto - -	- - -	Ditto - -	Ditto and Outhouse.
18	Ditto - -	- - -	John Auchterlownie	Ditto.
19	Ditto - -	- - -	James Calverley -	Ditto.
20	Ditto - -	- - -	William Pitts -	Ditto.
21	Ditto - -	- - -	Richard Marshall -	Ditto.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
22	Reverend George Fenton and William Fenton, Esquire, or One of them.	- - -	John Henderson -	Garden and Outhouse.
23	Thomas Harrison, Charles Gunson, and the Trustees under the Will of the late Joseph Thompson, namely, Thomas Simpson and John Telford.	- - -	William Gothard -	Garden and Yard.
24	Peter Rhodes, Esq., and William Rhodes, Esq., and James Atkinson, Esq., and the Undertakers of the Aire and Calder Navigation, or some of them.	George Shaw -	Joseph Tallant -	Ditto.
34	The Undertakers of the Aire and Calder Navigation and James Atkinson, Esquire.	- - -	In hand - -	Outbuildings, Yards, and Goit.
36	Ditto, with Peter Rhodes, Esq.	- - -	Samuel Hudson -	House and Outhouses.
37	Ditto - -	- - -	Robert Wilson -	Cowhouse, Barns, and Sheds.
38	Ditto - -	- - -	Samuel Hudson -	Cottage, Garden, and Outhouse.
43	George Goodman, Esquire.	- - -	Sarah Kearsley, or Sarah Walton, & William Walton, or One of them.	Garden.
44	Ditto, and Reverend Ralph Henry Brandling, or One of them.	- - -	William Holmes -	Ditto.
45	Ditto - -	- - -	William Crossfield -	Ditto.
46	George Goodman, Esquire.	- - -	Joshua Patchett -	Ditto.
49	Ditto - -	- - -	William Burnet -	Ditto.
50	Ditto - -	- - -	Ditto, and Pim Nevins	
51	Ditto - -	- - -	William Crossfield and Pim Nevins.	Ditto.
52	Ditto - -	- - -	Pim Nevins - -	Goit.
56	Edward Wilkinson and John Evelyn Denison, Esquires.	- - -	John Bramham, or his Servant Jonathan Smith.	House.
57 57 *a*	} Ditto - -	- - -	Ditto - -	Garden and Plantation.
60	Joseph Ingham -	- - -	Himself - -	Dryhouse.
64	John Edward Brooke, Esq., or his Mortgagees.	- - -	John Ingram -	Garden.
65	Ditto - -	- - -	John Edward Brooke	Ditto.
66	Ditto - -	- - -	In hand - -	Piggery and Yard.
67	Ditto - -	- - -	John Edward Brooke	Garden.
68	Ditto - -	- - -	Ditto - -	Coach-house and Stable.
69	Ditto - -	- - -	Ditto - -	Garden.
70	Ditto - -	- - -	In hand - -	Stable

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
72	John Edward Brooke, Esq., or his Mortgagees.	- - -	In hand - -	Mill, Buildings, and Yard.
73	John Benjamin Ainsley, Esquire, and John Cawood, Esquire, Assignees of John Sayner and George Sayner, Bankrupts; Mortgagee in Possession, William Armitage, Esquire.	- - -	John Ingram -	House.
80	Ditto - -	- - -	Ditto - -	Garden.
81	Ditto - -	- - -	Ditto - -	Ditto.
75	Ditto - -	- - -	Ditto - -	Ditto.
78	Ditto - -	- - -	Anthony Myers -	House and Garden.
79	Ditto - -	- - -	Charles Braithwaite -	Ditto.
83	John Vincent, Esquire	- - -	Richard Crossland -	Cow-shed.
90	Benjamin Jackson and Samuel Maltby, Trustees under the Will of the late James Aspin, Esq.	- - -	Thomas Varley -	Garden.
91	Ditto - -	- - -	Ditto - -	Warehouse.
92	Ditto - -	- - -	Richard Bailey -	Cottage.
94	Mrs. Fanny Lamplugh, and her Trustees, Mr. John Parnaby, and Henry Teale, Esquire.	- - -	John Bower and Joseph Bower.	Chemical Works.
95	Ditto - -	- - -	Mrs. Fanny Varley -	House.
96	Ditto - -	- - -	Ditto - -	Hothouse and Garden.
96 *a*	Ditto - -	- - -	Ditto - -	Shed and Privy.
97	John Farrar - -	- - -	Joseph Bower -	Sheds and Stable.
98	Ditto - -	- - -	Ditto - -	Orchard.
98 *a*	The Undertakers of the Aire and Calder Navigation and James Atkinson, Esquire.	- - -	Themselves - -	Goit.
99	John Hirst, Esquire -	- - -	Himself and his Servant Richard Coates.	Houses and Counting-house.
100	Ditto - -	- - -	Himself and his Servant Richard Coates.	Garden.
101	Ditto - -	- - -	Himself - -	Warehouses.
102	Ditto - -	- - -	Ditto - -	Paper Mill and Buildings.
103	Ditto - -	- - -	Ditto - -	Press-shop.
104	Ditto - -	- - -	Ditto - -	Yards.
105	Ditto - -	- - -	Ditto - -	Shed.
105 *a*	Ditto - -	- - -	Ditto - -	Ditto.
106	Ditto - -	- - -	In hand - -	Mill, lately occupied as a Cotton-mill, with Engine-house, Bath-house, and other Buildings.
106 *a*	Ditto - -	- - -	Samuel Mellor -	Lodge or Cottage and Gateway.
107	John Hirst, Esquire -	- - -	John Hirst - -	Yard.
107 *a*	Ditto - -	- - -	Ditto - -	Warehouses.

No. on Plan.	Owners or reputed Owners,	Lessees.	Occupiers.	Description of Property.
108	John Hirst, Esquire - - -	- - -	John Hirst -	Woollen Mill, Dye-house, Dryhouse, Engine-house, and other Buildings.
108 *a*	Ditto - -	- - -	John Jones Dyson -	House.
108 *b*	Ditto - -	- - -	Ditto and Samuel Jackson.	Garden.
108 *c*	Ditto - -	- - -	Samuel Jackson -	House.
109	Ditto - -	- - -	John Hirst - -	Gas-house.
110	Ditto - -	- - -	Ditto - -	Stable.
111	Peter Rhodes, Wm. Rhodes, and James Atkinson, Esquires, or some of them.	- - -	- - -	Goit or public Sewer.

The Borough and the Township of Leeds in the Parish of Leeds.

3	William Chadwick, Esquire.	- - -	William Singleton -	Garden.
4	Ditto - - -	- - -	Ditto - -	Ditto.
5	Ditto - -	- - -	Ditto - -	House.
6	Ditto - -	- - -	Ditto - -	Outhouse.
7	Ditto - - -	- - -	Ditto - -	Wash-house.
8	Ditto - -	- - -	Ditto - -	Brewhouse.
9	Ditto - - -	- - -	Ditto - -	Laundry.
10	Ditto - -	- - -	Ditto - -	Garden and Shrubberies.
11	Ditto - -	- - -	Ditto - -	Coach-house.
12	Ditto - -	- - -	Ditto - -	Stables.
13	Ditto - - -	- - -	Ditto - -	Ditto.
14	Ditto - -	- - -	Ditto, or John Hepworth his Undertenant.	House, Yard, and Privy.
15	Ditto - -	Joseph Chadwick and William Thackrey Chadwick.	Joseph Chadwick and William Thackrey Chadwick.	Stable.
16	Ditto - -	Ditto - -	William Goldthorp and Thomas Brunton and others.	Coal-houses and Outhouses.
16 *a*	Ditto - -	Ditto - -	Ditto and Ditto -	Common Yard.
17	Ditto - -	Ditto - -	Thomas Brunton -	House.
18	Ditto - -	Ditto - -	William Goldthorp -	Ditto.
19	Ditto - - -	Ditto - -	Robert Ingham -	Ditto.
20	Ditto - -	Ditto - -	Eli Taylor - -	Ditto.
21	Ditto - -	Ditto - -	Ditto or Thomas Goldthorn.	Coal-house.
22	Ditto - -	Ditto - -	John Bracewell -	House.
23	Ditto - -	Ditto - -	John Brayshaw -	Ditto.
24	Ditto - - -	Ditto - -	Stephen Brooksbank	Ditto.
25	Ditto - -	Ditto - -	Richard Hird -	Ditto.
26	Ditto - -	Ditto - -	Samuel Pearson -	Ditto.
27&28	Ditto - -	Ditto - -	James Kellett -	House and Coal-house.
29	Ditto - - -	Ditto - -	Joseph Chadwick and William Thackrey Chadwick.	Stable.
30&32	Ditto - -	Ditto - -	Ditto - -	Stable-yard, Middenstead, and Hay-loft.
31	Ditto - -	Ditto - -	William Singleton -	Stable.
33	Ditto - -	Ditto - -	Robert Clarke -	House.
34	Ditto - - -	Ditto - -	Thomas Goldthorp -	Ditto.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
35	William Chadwick, Esquire.	Joseph Chadwick and William Thackrey Chadwick.	Joseph Lonsdale -	House and Coal-house.
36	Ditto - -	Ditto - -	Robert Clarke and Thomas Goldthorp, and others.	Brewhouse and Wash-house.
37	Ditto - -	Ditto - -	Eli Dalton -	House and Coal-house.
38	Ditto - -	Ditto - -	John Connell -	House.
39	Ditto - -	Ditto - -	Thomas Shires -	Ditto.
40	Ditto - -	Ditto - -	Thomas Shires, Richard Hird, and John Connell, and others.	Coal-houses.
41	Ditto - -	Ditto - -	James Kellett and others.	Privy and Ditto.
42, 43, 44, 45, 46	Ditto - -	Ditto -	James Kellett, William Goldthorp, Robert Ingham, Joseph Chadwick, and Eli Dalton.	Piggeries.
47	Ditto - -	Ditto - -	Margaret Oddey -	House.
48	Ditto - -	Ditto - -	Joseph Chadwick and William Thackrey Chadwick, or Partnership Firm of Charles Chadwick and Company, and Under-tenant, Thomas Shears.	Dye-house and Out-buildings.
49	Ditto - -	Ditto - -	Ditto - -	Counting-house and Warehouses.
50	Joseph Henry Oates, Esquire, and the same Joseph Henry Oates, and Edward Oates, Esquires, as Trustees for Mrs. Jane Borough.	Lessee or superior Tenant from Year to Year, David Casson.	Elizabeth Milner -	House.
51	Ditto - -	- - -	David Casson -	Ditto.
52	Ditto - -	Ditto - -	Ditto - -	Brewing and Wash House.
53	Ditto - -	Ditto - -	John Holroyd -	House.
54	Ditto - -	Ditto - -	William Spencer -	Ditto.
55	Ditto - -	Ditto - -	Ann Cox - -	Ditto.
56	Ditto - -	Ditto - -	David Casson -	Stable.
57	Ditto - -	- - -	Ditto - -	Wash-house.
58	Ditto - -	David Casson -	Joseph Chadwick and William Thackrey Chadwick.	Warehouse.
59	Ditto - -	Ditto - -	Richard Shiers -	Beer-shop and House.
60 *a*	Ditto - -	Ditto - -	Henry Turnbull -	House.
60	Ditto - -	Ditto - -	Ruth Hurst -	Ditto.
61	Ditto - -	Ditto - -	John Holroyd -	Coal-house.
62	Ditto - -	Ditto - -	Ditto - -	Piggery.
63 *a*	Ditto - -	Ditto - -	Richard Shiers -	Wash-house.
63	Ditto - -	Ditto - -	Richard Shiers and Ruth Hurst.	Brewhouse.
64	Ditto - -	Ditto - -	David Casson -	Stone Shed and Workshops.
64 *a*	Ditto - -	Ditto - -	William Thorpe -	Stables and Sheds.
65	Ditto - -	- - -	David Casson -	Stone-yard.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
65 *a*	Joseph Henry Oates, Esquire, and the same Joseph Henry Oates and Edward Oates, Esquires, as Trustees for Mrs. Jane Borough.	David Casson -	William Thorpe -	Wood-yard.
66	Ditto - -	- - -	Ditto - -	Joiner's Shops and Shed over Saw-pit.
67	Ditto - -	- - -	Ditto - -	Ditto.
68	Ditto - -	David Casson -	Ditto - -	Ditto.
69	Ditto - -	Ditto - -	James Craven -	Blacksmith's Shops.
70	Ditto - -	Ditto - -	Ditto - -	Ditto.
71	Ditto - -	Ditto - -	Ditto - -	Ditto.
72	Ditto - -	Ditto - -	Ditto - -	Piggery.
73	Ditto - -	Ditto - -	Elizabeth Milner and David Casson.	Coal-house and Privy.
74	Ditto - -	Ditto - -	DavidCasson and others	Piggeries.
75	John Blayds, Esquire	William Ward -	John Cummins Millar	Slaughter-house.
76	Ditto - -	Ditto - -	Ditto - -	Piggeries.
77	Ditto - -	Ditto - -	John Clough and Samuel Clough.	Wood-yard.
78	Ditto - -	Ditto - -	Ditto - -	Stable.
79	Ditto - -	Ditto - -	Ditto - -	Timber-shed.
80	Ditto - -	Ditto - -	Ditto - -	Ditto.
81	Ditto - -	Ditto - -	Ditto - -	Counting-house.
82	ThomasEverardUpton, Esquire, andWilkinson Lister Kay, Esquire, orOne of them.	- - -	Daniel Vaux -	Outhouse.
83	Ditto - -	- - -	Ditto - -	Ditto.
84	Ditto - -	- - -	Ditto - -	House.
85 and 86	Ditto - -	- - -	Ditto - -	Stables.
87	Ditto - -	- - -	Richard Clarke -	Warehouse and Outbuildings.
88	Ditto - -	- - -	Thomas Everard Upton junior.	Corn Warehouse and Outbuildings.
89	Ditto - -	- - -	Richard Clarke -	Warehouse.
90	Ditto - -	- - -	William Townsend -	Ditto.
91	Ditto - -	- - -	James Lascelles -	Oil refining Warehouse.
92	Ditto - -	- - -	James Fluker -	Joiner's Shop.
93	Ditto - -	- - -	Benjamin Russell -	Sheds.
94	Ditto - -	- - -	Thomas Barker -	Coal-house and Piggery.
95	Ditto - -	- - -	Ditto - -	Brewhouse.
96	Ditto - -	- - -	Alice Mortimor -	Piggery.
97	Ditto - -	- - -	Isabella Greenwell -	Ditto.
98	Ditto - -	- - -	Thomas Beckett -	Ditto.
99	Ditto - -	- - -	Joseph Moore -	Ditto.
100	Ditto - -	- - -	Ditto, and others -	Outhouse.
101	Ditto - -	- - -	John Adamson and George Burniston.	Stables.
102	Ditto - -	- - -	Joseph Gleddall -	Warehouse or Shed.
103	Ditto - -	- - -	Richard Clark -	Shed.
104	Ditto - -	- - -	James Lascelles and Benjamin Russell and others.	Yard.
105	Ditto - -	- - -	Joseph Moore -	House.
106	Ditto - -	- - -	Thomas Beckett -	Ditto.
107	Ditto - -	- - -	Isabella Greenwell -	House
108	Ditto - -	- - -	Alice Mortimer -	Ditto.
109	Ditto - -	- - -	Thomas Barker -	Ditto.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
110	Robert White		Pickford and Company	Privy.
111	Ditto		Ditto	Shed.
112	Ditto		Ditto	Warehouse.
113	Ditto		Himself	Garden.
113 *a*	Ditto		Ditto	Ditto.
114	Ditto		Ditto	House, Yard, and Out-buildings.
114 *a*	Ditto		Ditto	Passage, Stable, and Coach-house.
115	Ditto		Joseph Chadwick	House, Garden, and Yard.
115 *a*	Ditto		Ditto	Stable and Coach-house.
116	Ditto		Benjamin Russell	House, Garden, and Yard.
117	Ditto		John Pickering	Ditto.
118	Ditto		John Cadman and William Cadman.	Stable.
119	Ditto		James Robinson	House.
120	Robert Harrison, Esquire.		Robert Harrison	Stables, Coach-house, Brewhouse, and Out-buildings.
121	Ditto		James Pears	House and Garden.
122	Ditto		George Medd	Ditto.
123	Ditto		Robert Harrison, Esquire, and William Singleton.	Timber-shed.
124	Ditto		Ditto	Ditto.
125	Ditto		Ditto	Ditto.
126	Ditto		Ditto	Ditto.
127	Ditto		Ditto	Ditto.
128	Ditto		Ditto	Ditto.
129	Ditto		Ditto	Counting-house.
130	Ditto		Ditto	Timber-shed and Saw-pit.
132	Ditto		Ditto	Timber-yard.
134	John Blayds, Esquire	William Ward	William Ward	Garden.
			Thomas Rowley	Ditto.
			John Holroyd	Ditto.
			James Allen	Piggery and Garden.
			Eli Taylor	Garden.
			James Thornton	Ditto.
			Richard Hall	Ditto.
			John Bracewell	Ditto.
			James Craven	Ditto.
			Richard Hird	Ditto.
			Stephen Brooksbank	Ditto.
			William Goldthorp	Ditto.
			Robert Ingham	Ditto.
			Thomas Barker	Ditto.
136	Ditto		John Clough and Samuel Clough.	Timber-yards.
137	Ditto	Ditto	William Womersley	Piggeries.
			Christopher Benson	Ditto.
			James Anderson	Ditto.
			Rebecca Holmes	Ditto.
			George Jewitt	Ditto.
			Joseph Womersley	Ditto.
			James Crowther	Ditto.
			William Scholey	Ditto.
			John Mitchell	Ditto.
			Henry Rinder	Ditto.
			John Plows	Ditto.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
138	William Ward, Esquire, and Mrs. Martha Ward, Guardians of Mr. William Sykes Ward, a Minor.	- - -	George Kaye -	Rope-house and Walk.
140	William Ward, Esquire, and Mrs. Martha Ward, Guardians of Mr. William Sykes Ward, a Minor.	- - -	Joshua Tetley, Esquire, and Mr. John Rowley, and Part unoccupied.	Reservoir and Skittle-ground.
141	John Blayds, Esquire	William Ward -	John Taylor -	House, Garden, and Outbuildings.
142	Ditto - -	Ditto -	Joshua Tetley -	Malt-house.
143	Ditto - -	Ditto -	William Scholey and others.	Yard.
144	Ditto - -	Ditto -	Ditto - -	Outhouse.
145	Ditto - -	Ditto -	William Scholey -	Cow-house.
146	Ditto - -	Ditto -	Ditto - -	Ditto.
147	Ditto - -	Ditto -	Ditto - -	Ditto.
148	Ditto - -	Ditto -	Luke Teale -	Beer-shop.
149	Ditto - -	Ditto or Luke Teale	Walter White -	Stable.
150	Ditto - -	Ditto -	Ditto - -	House.
151 152 153	Ditto - -	Ditto -	Richard Hall -	Ditto, Kitchens, and Outbuildings.
154	Ditto - -	William Ward -	Thomas Shiers -	Stables.
155	Ditto - -	Ditto -	Richard Hall -	Outhouses.
156	William Wright, Esquire	- - -	John Beevers and others	Coal-houses.
157	Ditto - -	- - -	Ditto - -	Outhouses, Piggeries, and Coal-houses.
158	Ditto - -	- - -	Ditto - -	Coal-houses.
159	Ditto - -	- - -	George Mitchell -	House.
160	Ditto - -	- - -	John Sawyer -	Ditto.
161	Ditto - -	- - -	James Allen -	Ditto.
161 *a*	Ditto - -	- - -	Ditto and others -	Yard.
162	Ditto - -	- - -	John Beevers -	House.
163	Ditto - -	- - -	Elizabeth Mitchell -	Ditto.
164	Ditto - -	- - -	John Pickering -	Ditto.
165	Ditto - -	- - -	George Gray -	Ditto.
166	Ditto - -	- - -	Hannah Hardwick -	Ditto.
167	John Rathmell -	- - -	John Stead -	Ditto.
168	Ditto - -	- - -	Ann Squire -	Ditto.
169	Ditto - -	- - -	William Hall -	Ditto.
170	Ditto - -	- - -	David Taylor -	Ditto.
171	Ditto - -	- - -	Jonathan Dutton -	Ditto.
171 *a*	Ditto - -	- - -	Ditto and others -	Yard.
172	Ditto - -	- - -	Jonathan Dutton -	Privy.
173	Ditto - -	- - -	James Burnley -	House.
174	Ditto - -	- - -	Martha Roundell -	Ditto.
175	Ditto - -	- - -	George Dalton -	Ditto.
176	Ditto - -	- - -	Peter Joy - -	Ditto.
177	Ditto - -	- - -	Thomas Murgatroyd	Ditto.
178	Mrs. Jane Rowley, and her Trustees, Messieurs Benjamin Russell and William Whincup.	- - -	George Kennedy -	Ditto.
178 *a*	Ditto - -	- - -	William Williamson -	Ditto.
179	Ditto - -	- - -	James Craven -	Ditto.
180	Ditto - -	- - -	Thomas Dawson -	Ditto.
181	Ditto - -	- - -	Pickford and Company	Stables.
182	Ditto - -	- - -	John Atkinson Hall	Ditto.

No. on Plan.	Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
183	Mrs. Jane Rowley, and her Trustees, Messieurs Benjamin Russell and William Whincup.	- - -	Pickford and Company	Dunghill.
184	Ditto - -	- - -	John Atkinson Hall -	Ditto.
185	Ditto - -	- - -	James Pepper -	House.
186	Ditto - -	- - -	Thomas Blackburn -	Ditto.
187	Ditto - -	- - -	Isaiah Robinson -	Ditto.
188	Ditto - -	- - -	John Burrows -	Ditto.
189	Ditto - -	- - -	John Holmes -	Ditto.
190	Ditto - -	- - -	William Pickard -	Ditto.
191	Ditto - -	- - -	Joseph Womersley -	Ditto.
192	Ditto - -	- - -	John Mitchell -	Ditto.
193	Ditto - -	- - -	Rebecca Holmes -	Ditto.
194	Ditto - -	- - -	Unoccupied -	Ditto.
195	Ditto - -	- - -	James Lund -	Ditto.
196	Ditto - -	- - -	Unoccupied -	Ditto.
197	Ditto - -	- - -	William Norman -	Ditto.
198	Joseph Scholey -	- - -	Himself - -	Ditto.
199	William Womersley -	- - -	Himself - - -	Ditto, Yard, and Privy.
200	Robert White -	- - -	Benjamin Russell -	Joiner's Shop and Outbuildings.
201	Ditto - -	- - -	Ditto - -	Timber-yard.
202	Ditto - -	- - -	Ditto - -	Stables.
203	Mrs. Martha Giles, Mr. Jonathan Dickinson, and Mr. Joseph Chadwick, Trustees under the Will of the late Mr. Moses Giles.	- - -	Mrs. Martha Giles -	House.
204	Ditto - -	- - -	George Haywood -	House.
205	Ditto - -	- - -	William Lumm -	Ditto.
206	Ditto - -	- - -	Thomas Walsh -	Ditto.
207	Ditto - -	- - -	Mrs. Martha Giles -	Garden.
220	Peter Rhodes, Esquire	- - -	Jonathan Benson -	Garden and Hothouses.
221	Ditto - -	- - -	Ditto - -	House.

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