ANNO SECUNDO & TERTIO

VICTORIÆ REGINÆ.

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Powers of recited Acts extended to this Act.

Parliament assembled, and by the Authority of the same, That all the Powers, Authorities, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Clauses, Matters, and Things contained in the said recited Acts, or either of them, so far as the same are now unrepealed and in force, (except such of them, or such Parts thereof respectively, as are by this Act repealed, altered, or otherwise provided for,) shall extend and be construed to extend to the other of them, and also to this Act, and to the several Works and Things hereby or by either of the said recited Acts authorized or required to be made and done, and shall operate and be in force, in respect of the Objects and Purposes of this and the said Acts, as fully and effectually to all Intents and Purposes whatsoever as if the same Powers, Authorities, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Clauses, Matters, and Things were repeated and re-enacted in this Act.

Power to alter the Line of Railway from Leeds to a Point in the Parish of Rothwell.

II. And be it further enacted, That it shall be lawful for the said Company to alter the Line of the said Railway and Works as at present authorized, from the Commencement thereof in the Parish and Township of *Leeds* in the County of *York*, to a certain Field on the said Line in the Parish of *Rothwell* in the same County, numbered One hundred and fifteen on the Plan thereof, deposited with the Clerk of the Peace for the West Riding of the County of *York*, and referred to in the said first-mentioned Act, and to abandon the Formation of the said Portion of the original Line of Railway and Works so authorized as aforesaid, and in lieu thereof to make and maintain the said Railway and Works in the Line or Course, and upon, across, under, or over the Lands delineated on the Plan, and described in the Book of Reference deposited as herein-after mentioned; that is to say, from or near a Piece of Land in the Township of *Leeds*, adjoining or near to a Street called *Junction Street* in the said Parish, in or through the several Parishes and Townships of *Leeds*, *Hunslet*, and *Rothwell*, or some of them, in the West Riding of the County of *York*, to the said Field numbered One hundred and fifteen, in the Parish of *Rothwell* aforesaid, and all the Powers, Authorities, Privileges, Directions, Provisions, and Restrictions which by the said recited Acts or either of them are given or imposed for making and maintaining or in anywise affecting or relating to the said Portion of the said original Line of Railway and Works by this Act authorized to be abandoned, or the Lands in or through which the same were proposed to have been made, or adjoining thereto, shall from and immediately after the passing of this Act cease and determine: Provided always, that such Repeal of the Powers of the said Company to make that Part of the said original Line of Railway hereby authorized to be abandoned shall not revive or impose any Liability, on the Part of the Undertakers of the Navigation of the Rivers *Aire* and *Calder* in the said County of *York*, to make or complete the Cut or Canal and other Works in the said first-recited Act mentioned, and therein declared to have been thereby rendered impracticable.

III. And

Power to take Lands for Depôts and Stations.

III. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to purchase and take all or any of the Lands and Buildings within the several Townships of *Leeds* and *Hunslet*, or either of them, in the Parish and Borough of *Leeds* in the West Riding of the said County of *York*, which are delineated on the Plan and described in the Book of Reference deposited with the Clerk of the Peace of the said West Riding as herein-after mentioned, for the Purpose of making proper Depôts and Stations for the said Railway, and for forming Approaches thereto, or for any other Works to be connected therewith.

Plan, &c. deposited with Clerk of the Peace to remain in his Custody, and to be open to Inspection.

IV. And whereas a Map or Plan and Section, describing the Line and Levels of the said intended altered or new Line of Railway, and the Lands in and through which the same, and the Works to be connected therewith, are intended to be carried or made, and also describing the Lands required for the Purposes of Depôts or Stations and Approaches to the said Railway, together with a Book of Reference to the said Plan, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of such Lands, have been deposited in the Office of the Clerk of the Peace for the West Riding of the County of *York*; be it therefore enacted, That the said Map or Plan, Section, and Book of Reference so deposited shall remain with and be kept by the said Clerk of the Peace; and all Persons interested in any Manner in the Lands described on the said Plan and in the said Book of Reference so deposited, shall at all seasonable Times have Liberty to inspect and to make Extracts from or Copies of the said Map or Plan, Section, and Book of Reference respectively, paying to such Clerk of the Peace the Sum of One Shilling for every such Inspection, and after the Rate of Sixpence for every One hundred Words copied therefrom; and the said Map or Plan, Section, and Book of Reference, or true Copies thereof, or of so much thereof respectively as shall relate to any Matter in question, certified by such Clerk of the Peace, shall be good Evidence in all Courts of Law or elsewhere.

Errors or Omissions in Schedule or Book of Reference not to obstruct the making of the Railway.

V. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said altered or new Line of Railway and other Works in the Line or Course, and upon, across, under, or over the Lands delineated on the said Map or Plan, (subject as herein-after mentioned,) and to purchase or take all or any of the Lands delineated thereon, for the Purpose of Depôts or Stations and Approaches thereto or to the said Railway, although such Lands or Buildings, or any of them, or the Situation thereof respectively, or the Names of the Owners, Lessees, or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in the said Book of Reference, or in the Schedule to this Act annexed, if it shall appear to Two or more Justices of the Peace for the District, Division, or Place wherein the Matter in question shall arise (in case of any 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 such Justices shall be deposited with and kept by such Clerk of the

Peace

Peace as aforesaid, and shall be sufficient for all the Purposes of this Act.

Houses, Gardens, &c. not to be used or taken unless specified in the Schedule.

VI. 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 on or before the First Day of *March* One thousand eight hundred and thirty-eight, or any Ground which at the Period last aforesaid was set apart and used as a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk or Avenue to a House, or any Ground then enclosed and planted as an Ornament or Shelter to a House, or as a Nursery for Trees, other than such as are specified in the Schedule to this Act annexed, without the Consent in Writing of the Owner or Occupier thereof respectively, unless the Omission thereof in such Schedule shall have proceeded from Mistake or Inadvertence, and unless also it shall be so certified by Two or more Justices of the Peace, in the Manner herein-before provided in Cases of unintentional Errors in the said Book of Reference.

Power to deviate from the Line laid down on Plan.

VII. And be it further enacted, That the said Company in making the said altered or new Line of Railway shall have full Power to deviate the central Line as delineated on the Map or Plan thereof deposited as herein-before mentioned: Provided always, that no such Deviation shall extend to a greater Distance than One hundred Yards, or, in passing through any Lands covered with Houses, to a greater Distance than Ten Yards, from the Line so delineated on the said Plan; nor shall any such Deviation extend into the Lands of any Person whose Name is not mentioned in the said Book of Reference, without the previous Consent in Writing of the Person whose Lands may be required for the Purposes of such Deviation, unless the Name of such Person shall have been omitted by Mistake or Inadvertence, and unless the Fact that such Omission proceeded from Mistake or Inadvertence shall have been certified in manner herein-before provided for in Cases of unintentional Errors in the said Book of Reference.

Limiting Deviations from datum Line described on the Section.

VIII. And be it further enacted, That in making the said altered or new Line of Railway it shall not be lawful for the said Company to deviate from the Levels thereof, as referred to the common datum Line described on the Section so deposited as aforesaid, and as marked on the same, to any Extent exceeding in any Place Five Feet, or in passing through Towns Two Feet, without the Consent of the Owners, Lessees, and Occupiers of the Land in, through, or over which such Deviation is intended to be made; or in case any Street or public Carriage Road shall be affected by such Deviation, then the same shall not be made without the Consent of the Trustees or Commissioners, or if there be no such Trustees or Commissioners, without the Consent of Two or more Justices of the Peace in Petty Sessions assembled for that Purpose, and acting for the District in which such Street or public Carriage Road may be situate, or without the Consent of the Commissioners for any public Sewers, or the Proprietors of any

Canal or Navigation affected by such Deviation; and that no Increase in the Inclination or Gradients of the said altered or new Line of Railway as denoted by the said Section shall be made in any Place to an Extent exceeding the Rate of Three Feet *per* Mile: Provided always, that Notice of every Petty Sessions to be holden for the Purpose of obtaining such Consent as aforesaid shall, Fourteen Days previous to the holding such Petty Sessions, be given in some Newspaper circulating in the County, and also be affixed upon the Church Door of the Parish, in which such Deviation or Alteration is intended to be made, or if there be no Church on some other Place to which Notices are usually affixed; provided also, that for the Purpose of consenting to any such Deviation from the said Section the Word Owners shall be deemed and taken to mean such Persons as are by this and the said recited Acts capacitated to agree for the Sale of and to convey Land for the making of the said Railway, and the Consent of such Persons, with or without the Consent of any other Person interested as Owners in the said Lands, shall be deemed and taken to be sufficient for that Purpose.

Limiting Alteration of Curves.

IX. And be it further enacted, That in making the said altered or new Line of Railway it shall not be lawful to diminish the Radius of any Curve as described on the Plan so deposited with the Clerk of the Peace as aforesaid unless such Radius exceed One Mile, nor to diminish it in any such Case so that it shall become less than One Mile, nor to diminish any greater Radius by more than a Quarter of a Mile unless where it exceeds Two Miles, nor by more than Half a Mile unless where it exceeds Three Miles, on the said Plan.

As to crossing of Roads.

X. And whereas by the first-recited Act it is enacted, that the Ascent of every Bridge for carrying any Turnpike Road over the said Railway shall not be more than One Foot in Thirty Feet, and for the Purpose of carrying any public Highway, not being a Turnpike Road, over the said Railway, shall not be more than One Foot in Twenty Feet, and for carrying any private Carriage Road or Occupation Way over the said Railway shall not be more than One Foot in Thirteen Feet, and that the Descent of every Turnpike Road, public Carriage Road, and Occupation Way respectively underneath the said Railway shall not be steeper than the Inclinations before mentioned: And whereas, in consequence of some of the Roads crossed or to be crossed by the said Railway being, or having been before the same were interfered with by the said Company, at or near to the Points where the same respectively are or are intended to be crossed, steeper than the Inclinations above limited, it has been found almost impracticable to obtain such Inclinations in carrying the said Railway over or under the said Roads; be it therefore enacted, That wherever the said Railway shall be carried over or under any Turnpike Road, public Highway, or Occupation Road, the present Inclination of which, at the Point of crossing thereof, shall be steeper than the Inclinations required by the said recited Act for carrying the same under or over the said Railway, it shall and may be lawful for the said Company to carry the same over or under the said Railway on any Inclination not

not being steeper than the present Inclination of such Turnpike Road, public Highway, or Occupation Road at such Point of crossing.

Limiting the Period for purchasing Land under this Act.

XI. And be it further enacted, That the Time during which the said Company shall have Power to purchase and take by Compulsion the Land requisite for the Purposes of the said altered or new Line of Railway, and the Works, Stations, Depôts, and Approaches hereinbefore mentioned, shall be and the same is hereby limited to the Space of Two Years from the passing of this Act.

Company not to make any Deviation so as to take or interfere with the Waggonway or Repository for Coals from Middleton Colliery, or to approach the same within Twelve Yards.

XII. And whereas an Act was passed in the Thirty-first Year of the Reign of His Majesty King *George* the Second, intituled *An Act for establishing Agreements made between* Charles Brandling *Esquire and other Persons Proprietors of Lands for laying down a Waggonway in order for the better supplying the Town and Neighbourhood of* Leeds *in the County of* York *with Coals:* And whereas another Act was passed in the Nineteenth Year of the Reign of His Majesty King *George* the Third, intituled *An Act for rendering more beneficial an Act made in the Thirty-first Year of the Reign of King* George *the Second, intituled 'An Act for establishing Agreements made 'between* Charles Brandling *Esquire and other Persons Proprietors 'of Lands for laying down a Waggonway in order for the better 'supplying the Town and Neighbourhood of* Leeds *in the County 'of* York *with Coals,' by enabling the said* Charles Brandling *to supply annually a larger Quantity of Coals to and for the Use of the said Town and Neighbourhood; and for regulating the Prices of carrying Coals from the Repository at* Casson Close: And whereas another Act was passed in the Thirty-third Year of the Reign of His said Majesty King *George* the Third, intituled *An Act for amending and enlarging the Powers of Two Acts, one made in the Thirty-first Year of the Reign of His late Majesty King* George *the Second, and the other made in the Nineteenth Year of the Reign of His present Majesty, for the better supplying the Town and Neighbourhood of* Leeds *in the County of* York *with Coals:* And whereas another Act was passed in the Forty-third Year of the Reign of His said Majesty King *George* the Third, intituled *An Act for amending and enlarging the Powers of several Acts made in the Thirty-first Year of the Reign of His late Majesty King* George *the Second, and in the Nineteenth and Thirty-third Years of the Reign of His present Majesty, for the better supplying of the Town and Neighbourhood of* Leeds *in the County of* York *with Coals:* And whereas under and by virtue of the said recited Acts *Charles Brandling* Esquire therein described, his Executors, Administrators, or Assigns, was and were empowered to lay down a certain Waggonway from his or their Coal Mines or Coal Works in *Middleton* aforesaid, or elsewhere, to or near the Town of *Leeds*, in the Manner, and subject to the Terms, Regulations, and Restrictions, in the said recited Acts, some or one of them, mentioned: And whereas it is expedient, in manner herein-after mentioned, to restrain the North Midland Railway Company, in executing the Works by this Act authorized, from taking any Part of or interfering with or injuring the said Waggonway, or any of the Lands, Property, or Interest of the Person or Persons seised or possessed of

31 G. 3. c. 22.
19 G. 3. c. 11.
33 G. 3. c. 86.
43 G. 3. c. 12.

or entitled for the Time being to the Rents and Profits of the said Coal Mines or Coal Works; be it therefore further enacted, That (unless with the Consent in Writing of the Person or Persons seised or possessed of or entitled for the Time being to the Rents and Profits of the said Coal Mines or Coal Works) it shall not be lawful for the said Company, in making the intended altered or new Line of Railway and Works by this Act authorized, to make any Part or to deviate from the Line of the same Railway and Works as delineated on the Map or Plan thereof deposited in the Office of the Clerk of the Peace for the West Riding of the County of *York*, so as to take or use any Land or Ground on the Westwardly Side of the said Waggonway, or nearer to the East Rail thereof than Twelve Yards (save and except where the same Railway passes through Three several Closes or Parcels of Land respectively numbered One hundred and ninety-three, One hundred and ninety-four, and One hundred and ninety-five on the said Plan, in passing through which it shall be lawful for the said Railway and Works to approach within but not nearer than Nine Feet of the said East Rail of the said Waggonway).

Communication to be made for a Waggonway across the Railway in the Township of Hunslet.

XIII. And whereas the Owners of the said Coal Mines or Coal Works at *Middleton* have for some Time past had it in contemplation to form a Branch Waggonway for the Conveyance of Coals and other Articles to and from the River *Aire* and the intermediate Places, which Waggonway is intended to branch off from the said present Waggonway at or near the Place where a certain raised Carriageway intersects such Waggonway at the Southwardly Part of *Hunslet Moor*, and to take an Eastwardly Direction near the Southwardly Side of such raised Carriageway, across the said Moor, and will intersect the said Railway at or near the Part where the Highway leading from *Hunslet* to *Holbeck* is intended to be carried over the same Railway by a Bridge or Arch; and the said Owners of the said Coal Works have, at great Expence, purchased and become Proprietors of the Lands necessary for forming the said Branch Waggonway: And whereas it is expedient to make Provision for the Formation and Use of the said Branch Waggonway over the said Railway in manner herein-after mentioned; be it therefore further enacted, That the said Railway Company shall and they are hereby required, at their own Expence, upon the Request in Writing of the Person or Persons seised or possessed of or entitled for the Time being to the Rents and Profits of the said Coal Mines or Coal Works, by means of the said intended Bridge or Arch for carrying the said Highway from *Hunslet* to *Holbeck* over the said Railway, or if in the Judgment of the Engineer of such last-mentioned Person or Persons and the Engineer of the said Railway Company, or their Umpire in case of Disagreement, such Bridge or Arch shall not be erected in a Situation suitable for such Purpose, then by means of a separate Bridge or Arch over such Railway, to make and provide a perfect and uninterrupted Waggonway Communication over the said Railway hereby authorized; and that the said Railway Company shall and they are hereby also required, at their own Expence, either at the Time of making the said Railway hereby authorized, or at any Time afterwards upon such Request as aforesaid, to form and make Embankments or Approaches for the said Branch Waggonway to the Bridge or Arch whereby the same shall be formed and continued

tinued over the said Railway, such Approaches to be of such Width on the Surface as to permit or allow to be laid and set thereon One Line only of such Branch Waggonway, and of the same Width as the said present Waggonway; the Westward of such Approaches to commence by a Junction with the East Side of the said Waggonway at or near the said Point of Intersection thereof by the said raised Carriageway, and to be made of an uniform Rise or Inclination from such Commencement to the Summit of the said Bridge or Arch, and the Eastward of such Approaches to be of an uniform Rise from such Summit, in the Proportion or Inclination of One Foot perpendicular in One hundred and forty-four Feet horizontal, to the Eastwardly Extremity of the said Moor; and further, that the said Railway Company shall and they are hereby required, at their own Expence, for ever to maintain and keep in good Repair the Bridge or Arch whereby the said Branch Waggonway shall be supported over the said Railway, and such substantial Side or Wing Walls and Masonry on each Side of the said Bridge or Arch as shall be at all Times sufficient to uphold and maintain the same; but the said Railway Company shall not be required to maintain or repair the other Parts of the said Approaches after the same shall be once completely formed.

For upholding the Sides of the Excavations next the Middleton Waggonway.

XIV. And for preventing any Injury to the said Waggonway by the falling of the Embankment on which the same is formed and laid, be it further enacted, That in case the intended altered or new Line of Railway or Works, or any Part thereof, shall be situate within the Space of Ten Yards from the said Waggonway, and in an open Cutting or Excavation, the said Company shall and they are hereby required, within the Space of Three Calendar Months after any Portion of such Cutting or Excavation shall have been executed in every such Cutting or Excavation, and for such Length as the same shall approach to within Ten Yards of the said Waggonway, to construct, erect, and make, and for ever thereafter maintain and keep in repair, at their own Expence, such substantial Burr or Embankment Wall therein, on the Side of such Cutting or Excavation nearest to the said Waggonway, as will effectually uphold and maintain in a firm State the Earth on that Side thereof, and prevent the falling down or Interruption of or Injury to the said Waggonway; and it shall not be lawful for the said Company to plant, erect, or set any Hedge, Wall, or Fence on the Side of the said Cutting or Excavation nearest to the said Waggonway within Nine Feet of the said East Rail of the same.

For Protection of the Waggonway.

XV. And be it further enacted, That if by reason of the Execution of any of the Powers hereby granted any Obstruction shall be occasioned to the free and regular Use of the said Waggonway by the Person or Persons seised or possessed of or entitled for the Time being to the Rents and Profits of the said Coal Mines and Coal Works, according to the true Intent and Meaning of the said last-mentioned Acts, then and in each and every such Case the said Company shall pay to the said Person or Persons seised, possessed, or entitled as aforesaid for the Time being, as or by way of ascertained Damages, the Sum of Ten Pounds for every Hour during which any Obstruction shall continue; and in default of Payment of the said

said Sum on Demand made on the Treasurer or any Officer of the said Railway Company, the said Person or Persons seised, possessed, or entitled as aforesaid may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case, in any of Her Majesty's Courts of Record at *Westminster*: Provided also, that nothing herein contained shall extend to prevent the said Person or Persons seised, possessed, or entitled as aforesaid for the Time being from recovering against the said Railway Company any special Damage that may be sustained by him or them on account of the Acts or Defaults of the said Railway Company, or 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 any of the Slopes, Banks, or Walls of the said Railway, in respect of which the said Penalty is imposed, beyond the Amount of such Penalty, and he and they is and are hereby authorized to sue for and recover such special Damage accordingly; but in every Case where the Penalty 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 so paid shall be deemed and considered as a Payment on account of such special Damage, and Credit shall be given by the Court before whom such Action shall be tried for any Sum 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 Person or Persons seised, possessed, or entitled as aforesaid for the Time being; and in case the Amount of Damages recovered shall not exceed the Sum 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 Person or Persons seised, possessed, or entitled as aforesaid for the Time being against the said Railway Company, for the Recovery of any Penalty, after Judgment shall have been obtained by him or them for any special Damage in respect of the Act or the Acts for which such Penalty would then have been recoverable.

Rights of the Owners of Middleton Colliery reserved.

XVI. And be it further enacted, That nothing in this Act or in the said recited Acts of the Sixth and Seventh and of the Seventh Years of the Reign of King *William* the Fourth contained, for making and altering the said Railway from *Leeds* to *Derby*, or either of them, shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Person or Persons seised or possessed of or entitled for the Time being to the Rents and Profits of the said Coal Mines or Coal Works at *Middleton* aforesaid under or by virtue of the said Acts of the Thirty-first Year of the Reign of King *George* the Second, and of the Nineteenth, Thirty-third, and Forty-third Years of King *George* the Third, or any Leases or Agreements and other Assurances made or established under or by virtue of the said last-mentioned Acts, or any of them, but all and every the Clauses, Powers, Provisions, Rules, Regulations, Agreements, Penalties, Remedies, Payments, Articles, Matters, and Things in the said last-mentioned Acts, or in the said Agreements, Leases, or other Assurances therein respectively referred to, or any of them,

mentioned, provided, or contained, or such of them as before the passing of this Act remained in force or were capable of taking effect, shall after the passing of this Act remain, continue, and be in as full Force, and shall be available in as full, ample, and beneficial a Manner, to all Intents and Purposes, as the same were before the passing of this Act, or as if this Act had not been passed; save and except only so far as the Powers herein contained authorize the said Railway Company, within the Limits and subject to the Restrictions and Provisions herein contained, to purchase and make Compensation for, and to take and use for the said Railway and Works hereby authorized, certain Parts of the Lands comprised in some of the Agreements or Leases which are now subsisting and in force under or by virtue of the said last-mentioned Acts or any of them, and in respect of the Residue of which Lands, whereof any Parts shall be so purchased and taken, the yearly Rent or Rents now payable for and in respect of the whole under any such Agreement or Lease, and the Compensation for the same, will have to be apportioned by Agreement or otherwise, as provided by the said Railway Act of the Sixth and Seventh Years of the Reign of King *William* the Fourth.

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

XVII. And whereas the said Company have made considerable Progress in executing the Works authorized by the said recited Acts, and have expended therein a large Proportion of the Capital authorized to be raised by the first of such Acts, and they find that such Capital will be insufficient to carry into effect the Purposes of the said recited Acts and this Act, and it is therefore expedient that the said Company should be authorized to raise a further Sum of Money; be it therefore enacted, That it shall be lawful for the said Company and they are hereby empowered from Time to Time, by an Order of any General or Special General Meeting of the said Company, to raise by Contribution among themselves, or by the Admission of other Persons as Subscribers to the Undertaking, or in part by each of those Means, such Sum or Sums of Money as they shall from Time to Time think expedient, not exceeding in the whole the Sum of Seven hundred and fifty thousand Pounds, in addition to the Monies authorized to be raised and borrowed by the said first-recited Act; and the Monies so to be raised from Time to Time by Subscription shall be divided into distinct and integral Shares of such Amount, and shall be appropriated and disposed of in such Manner and by such Ways and Means, as by the Order of any such Meeting shall be fixed and determined; and all such new Shares shall be deemed Personal Estate, and shall be transmissible and transferrable as such, in the Manner provided and directed by the said first-mentioned Act in respect of the original Shares in the said Undertaking; and all Persons and Corporations who shall become entitled to any such new Share or Shares, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby declared to be Owners and Proprietors of Stock in the said Undertaking, and to be interested therein and entitled to Dividends and Profits, and to vote in respect thereof, in proportion to the Amount of such new Share or Shares, as beneficially to all Intents and Purposes as the Proprietors of original Shares in the said Undertaking; and to such new Shares and the Proprietors thereof shall apply all the

Powers

Powers to make Calls and charge Interest thereon, to sue for Calls and Interest, to declare forfeited and to sell Shares in case of Non-payment of Calls, and all other the Powers, Provisoes, Indemnities, Remedies, Clauses, Matters, and Things, contained in the said recited Acts, or either of them, with reference to the original Shares in the said Undertaking and the Proprietors thereof, except as to the Time of making Calls for the said new Shares, and the Amount of such Calls, (which Calls the Directors of the said Company are hereby empowered to appoint to be of such Amount and payable at such Times as they may think fit,) and save so far as any other of such Powers, Provisoes, Indemnities, Remedies, Clauses, Matters, or Things are hereby expressly varied or altered; and the several Proprietors of such new Shares are hereby and shall be united to and incorporated with the said North Midland Railway Company: Provided nevertheless, that the Proprietors of such new Shares shall only be entitled to Dividends or Profits in respect thereof in proportion to the Amount which shall have been actually paid upon such Shares at the Time of declaring such Dividends respectively, unless otherwise directed from Time to Time by an Order of any General or Special General Meeting of the said Company; provided also, that the Proprietors of such new Shares shall be entitled only to such Number of Votes in respect thereof as the Amount of Stock represented by such Shares would have entitled them to had they been original Shareholders in the said Undertaking; and no Proprietor shall be entitled to any Vote unless possessed of some Share or Shares representing One hundred Pounds at least of the Capital Stock of the said Company.

Power to raise Money on Mortgage.

XVIII. And be it further enacted, That when and so soon as One Half of the Money authorized by this and the said recited Acts to be raised by Subscription as aforesaid shall have been paid up it shall be lawful for the said Company, by Order from Time to Time of any General or Special General Meeting of the said Company, to borrow and take up at Interest, in addition to the Sum which they are by this Act authorized to raise by Subscription as aforesaid, any Sum or Sums of Money not exceeding in Amount in the whole the Sum of Two hundred and fifty thousand Pounds, and to secure the Repayment thereof, with Interest, in like Manner as the Sum authorized to be raised by Mortgage by the said recited Acts, but subject and without Prejudice to any Mortgage made or to be made pursuant to the said recited Acts or either of them, and to the prior Right of Payment of the Holder of every such last-mentioned Mortgage; and all the Powers, Authorities, Provisions, Restrictions, Clauses, Matters, and Things contained in the said recited Acts, or either of them, with regard to the Money thereby authorized to be raised, shall extend and be construed to extend to the Money hereby authorized to be raised, and to the Shares to be issued, and to the Securities to be granted or executed in respect of or for securing the same or any Part thereof, and the Transfer of such Shares or Securities, and the Proprietors and Holders thereof, their Successors, Executors, Administrators, and Assigns: Provided always, that such Securities, and the Dividends and Interest to arise thereupon, shall not be transferrable unless by Instrument duly stamped, in which the Consideration for such Transfer shall be stated; nor shall any Interest be paid upon

upon the said Securities unless to the *bonâ fide* Holders thereof, or the Parties to whom the same may have been lawfully assigned under an Instrument duly stamped, or to the Agents of such Holders or Parties duly authorized to receive the same.

Power to raise Money by Subscription, in lieu of or to pay off Mortgages.

XIX. And be it further enacted, That it shall be lawful for the said Company, if they shall think fit, and they are hereby empowered, by Order from Time to Time of any General or Special General Meeting of the said Company, to raise by Contribution among themselves, or by the Admission of other Persons as Subscribers to the Undertaking, or in part by each of those Means, such Sum or Sums of Money as shall be sufficient for paying off and discharging the Whole or any Part of any Monies which they may have borrowed by virtue of this or the said recited Acts, or either of them, from Time to Time; and the Money so to be raised from Time to Time by Subscription shall be divided into distinct and integral Shares, and shall be appropriated and disposed of in such Manner and by such Ways and Means as by the Order of any such Meeting shall be determined; and all Provisions herein-before contained with regard to the Money by this Act before authorized to be raised by Subscription, and to the Shares to be issued in respect thereof, and to the Holders of such Shares, shall apply to the said Shares so to be raised as last aforesaid.

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

XX. And be it further enacted, That in case the said Company (having borrowed the Sums of Money which by this or the said recited Acts, or either of them, they are authorized to borrow, or any Part thereof,) shall 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 or Times thereafter, again to raise, either by the Issue of fresh Mortgages or by the Creation of new Shares in manner herein-before directed, in lieu of any Principal Money so paid off, the Whole or any Part or Parts of such Sum or Sums of Money as they shall from Time to Time have paid off, and so from Time to Time as often as the same shall happen.

Repeal of Provisions as to Payment of Subscription in advance.

XXI. And whereas by the said first-recited Act the several Proprietors for the Time being of the said Undertaking are empowered, whether before or after any Call has been paid in respect of any Shares held by them respectively, to pay in advance, in case the Directors think proper to accept the same, which they are thereby authorized to do, the respective Sums of 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 each such Share; and the said Company are thereby required to pay Interest at such Rate, not exceeding the Rate of Four Pounds for every One hundred Pounds by the Year upon the Principal Monies so paid in advance, or for so much thereof as shall from Time to Time exceed the Amount of the Calls made upon the Shares in respect of which such Money may have been paid in advance as aforesaid, as the Subscriber paying such Sum in advance and the Directors for the Time being of the said Company shall

agree upon: And whereas it is expedient that such Provisions should be altered and amended; be it therefore enacted, That the said recited Provisions shall be and the same are hereby repealed.

Power to pay Subscription in advance.

XXII. 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 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 each such Share; and the said Company shall and they are hereby required to pay Interest at such Rate, not exceeding the Rate of Five Pounds for every One hundred Pounds by the Year, 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 and the Directors for the Time being of the said Company shall agree upon.

Interest to be paid on the Amount in advance.

Incapacitated Persons may sell additional Land to the Company.

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

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

XXIV. Provided always, and be it further enacted, That if at any Time after the said Company shall have entered upon any Lands which shall be permanently required for the Purposes of the said Acts or either of them, or of this Act, and for which they shall *bonâ fide* and without Collusion have paid, deposited, or tendered the Purchase Money or Compensation agreed on by and between the said Company and the Party in Possession of the said Lands, or awarded in respect of the same, any Person or Corporation shall appear to be entitled to any Estate, Right, or Interest in, to, or affecting such Lands, which Estate, Right, or Interest the said Company shall have failed or omitted duly to purchase, or to pay Satisfaction or Compensation for, by reason of the said Company not having had express Notice of the Existence thereof, or by reason of any other Accident or Mistake, and such Estate, Right, or Interest shall not have been vested in or barred or extinguished for the Benefit of the said Company by virtue of any of the Provisions in

the said recited Acts or either of them or in this Act contained, then, notwithstanding such Estate, Right, or Interest, and whether the Period granted by such Acts, or any of them, for the Purchase of Land, shall then have expired or not, the said Company shall remain in the undisturbed Possession of such Lands, provided the said Company shall, within Six Calendar Months after Notice of such Estate, Right, or Interest shall have been given to them, purchase or pay Compensation or Satisfaction for the same, the Purchase Money, Compensation, or Satisfaction so to be paid to be agreed on or awarded and paid in like Manner as, according to the Provisions in the said recited Acts, or one of them, and this Act contained, the same respectively would have been agreed on or awarded and paid in case the said Company had purchased such Estate, Right, or Interest before their Entry upon such Lands, or as near thereto as Circumstances will admit.

Providing Remedy in case of Proceedings for Recovery of Land purchased by the Company.

XXV. And be it further enacted, That if any Proceeding shall at any Time be had or taken against the said Company, or any Person claiming under them, for the Recovery of the Possession of any Lands which may have been purchased or taken by the said Company for the Purposes of this or the said recited Acts, and for which the said Company shall *bonâ fide* and without Collusion have paid, tendered, or deposited the Purchase Money or Compensation agreed on with the Party in Possession of the said Lands, or awarded to be paid for the same, then within Two Calendar Months after final Judgment shall be obtained by any Person for the Recovery of the Possession of any such Lands, or the final Determination of any Writ of Error or Appeal from such Judgment, or the final Taxation of the Costs of such Proceedings, there shall be paid or tendered, in lieu of such Lands, to the Person so obtaining such Judgment, or into the Court in which such Proceeding shall be pending, his full Costs incurred in obtaining such Judgment, together with such Sum of Money as the Jury shall in the Manner herein-after mentioned find to be the Value of the said Lands at the Time when the same were purchased and conveyed for the Purposes of the said Acts, or when Possession thereof was taken as aforesaid by the said Company, together with such a Sum of Money as the said Jury shall at the Time find to be the Value or an Equivalent for such Mesne Rents and Profits of the said Lands, in case the same had not been taken or used for the said Railway, as the Party obtaining such Judgment could have recovered by ordinary Process of Law; or in case the Person obtaining such Judgment shall be entitled to any partial or less Interest in the said Lands than the absolute Fee Simple thereof in Possession, free from Incumbrances, then the Value of the said Lands, to be ascertained as after mentioned, shall be paid into the Bank of *England* with the Privity of the Accountant General of the Court of Exchequer, or in such other Manner as directed by the said first-recited Act with respect to Lands purchased from such Parties, and upon Payment or Tender of such Sum or Sums of Money as herein-before mentioned the said Land shall be and remain absolutely vested in the said Company, their Successors and Assigns.

XXVI. And

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

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

Amending Clause in first-recited Act imposing Penalty for obstructing Construction of Railway.

XXVII. And whereas by the said first-recited Act it is enacted, that if any Person shall obstruct or prevent any Person employed by the said Company in setting out the Line of the said Railway, or engaged in the Construction thereof, or of any Part thereof, or shall pull up or remove any Stakes that may have been driven into the Ground for the Purpose of setting out the Line of the said Railway, he shall forfeit and pay any Sum not exceeding Five Pounds nor less than Twenty Shillings for every such Offence, and it is expedient that the said recited Enactment should be repealed; be it therefore enacted, That the same shall be and is accordingly hereby repealed; and in lieu thereof be it enacted, That if any Person shall knowingly or wilfully obstruct or prevent any Person employed by the said Company, or acting under their Authority, in setting out the Line of the said Railway, or any Part thereof, according to the Provisions of this and the said recited Acts, or shall pull up or remove any Stakes or Poles that may have been driven into the Ground, or shall deface any Marks made for the Purpose of setting out the Line of the said Railway, such Person shall be liable to a Penalty not exceeding Five Pounds for every such Offence.

As to Contracts and Conveyances by incapacitated Persons.

XXVIII. And be it further enacted, That it shall be lawful for all Corporations, Tenants for Life or in Tail, or for any other partial or qualified Estate or Interest, Husbands, Femes Covert, Guardians, Trustees for charitable or other Purposes, and other Trustees, Committees, Executors, Administrators, and all Persons, who respectively shall for the Time being be in the Possession or Receipt of the Rents, Issues, and Profits of any Lands or Hereditaments required to be taken, used, or released for the Purposes and under the Authority of the said recited Acts, or of either of them, or of this Act, on behalf not only of themselves, but of all other Persons interested in the same Hereditaments in Remainder or Expectancy, or in Defeazance of the Estates of such Parties, or otherwise, to contract for, sell, release, or convey the same Lands and Hereditaments respectively to the said Company, or otherwise, according to the Provisions of the said Acts, or to agree for the Amount of any Compensation payable in respect of such Hereditaments; and all Contracts and Agreements heretofore made with and Conveyances executed by any such Parties as are hereby authorized to contract for,

for, sell, release, and convey Lands as aforesaid shall be valid and effectual for the Purpose of vesting the said Lands in the said Company.

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

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

Special Jury.

XXX. And be it further enacted, That in all Cases of Controversy between the said Company and any Person or Persons where by the said first-recited Act a Jury is authorized or directed to be summoned, it shall be lawful for the said Company, or for the Person or Persons with whom any such Controversy shall arise, and they are hereby empowered, if they think proper so to do, to require the Sheriff or Under Sheriff of the County in which such Controversy is to be determined to summon the Party with whom such Controversy shall arise, or the said Company, to appear by himself or themselves, or his or their Attorney, before the said Sheriff or Under Sheriff, at such convenient Place and Time as such Sheriff or Under Sheriff shall appoint, for the Purpose of nominating a Special Jury between the said Parties, which Requisition to the said Sheriff or Under Sheriff shall be served on such Sheriff or Under Sheriff a reasonable Time before the Time appointed for taking the said Inquiry; and such Sheriff or his Under Sheriff shall and he is hereby required to produce or cause to be produced at the Place and Time so appointed the Jurors Book and Special Jurors List, and the Numbers written on Parchment or Card, as specified and directed in and by the Statute made and passed in the Sixth Year of the Reign of His Majesty King
6 G. 4. c. 50. *George* the Fourth, intituled *An Act for consolidating and amending the Laws relative to Jurors and Juries;* and at the Place and Time so appointed the said Sheriff or his Under Sheriff, or some Person duly appointed by them or one of them, shall proceed to nominate or strike a Special Jury in the Manner specified and authorized by the last-mentioned Act to be performed by the proper Officers of Her Majesty's Courts at *Westminster;* and the said Sheriff or Under Sheriff, or some Person duly appointed by them or either of them as aforesaid, shall at some then future reasonable Time and Place to be appointed by him in that Behalf proceed to reduce the said Special Jury in the Manner used and accustomed to be performed

by the proper Officers of the Superior Courts as aforesaid, of which last-mentioned Time and Place not less than Twenty-four Hours Notice in Writing shall be given by the Party requiring such Special Jury to be summoned to the said other Party; and the Special Jurymen to be summoned, impannelled, and returned by the said Sheriff or Under Sheriff shall be subject to all such and the same Fines and Penalties for Nonattendance, and to all such and the same Provisions, as Jurymen are by the said recited Railway Act rendered subject to: Provided always, that nothing herein contained shall be construed to prevent the same Special Jury from trying any Number of Inquiries, so as the Parties to such Inquiries respectively, or their Attornies, shall have signified their Assent in Writing to the Nomination of such Special Jury for the Trial of their respective Inquiries, nor shall any Special Juryman be required to attend more than once in the same Year for the Trial of any Inquiries under this or the said recited Acts, or any of them; provided also, that if a sufficient Number of Special Jurymen shall not attend at the Time and Place appointed for holding the Inquiry, the Sheriff, Under Sheriff, Coroner, or other Person presiding thereat shall, on the Request of either of the Parties to such Inquiry, add to the List of such Special Jury the Names of any By-standers qualified to act as Jurymen for the County in which the Inquiry is held; and all Persons shall have their lawful Challenges against the Jurymen so added; and the said Sheriff, Under Sheriff, Coroner, or other Person shall and may proceed in the said Inquiry with the Jurors so added, in like Manner as he might have done if all the Persons summoned to attend as Jurymen on such Inquiry had attended thereat.

Expences of Counsel to be allowed in Taxation of Costs.

XXXI. And be it further enacted, That in all Cases where the Verdict of a Jury summoned as by the said first-recited Act directed shall be given 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 the said recited Acts or this Act, or as Compensation for any Damage or Loss which may happen or arise in the Execution of any of the Powers thereof, the reasonable Fees which may have been paid to One Counsel for attending the Inquiry before such Jury, by the Party with whom the said Company may be in dispute, shall be paid by the said Company; and the Amount of such Fees shall be settled and determined by the Sheriff, Under Sheriff, Coroner, or other Person presiding at the taking of such Inquiry, in like Manner as the Costs of summoning such Jury and other Expences payable by the said Company, but upon the same Scale of Allowance as may for the Time being be adopted or allowed by the Taxing Officers of Her Majesty's Courts of Record at *Westminster*.

Power to enter Lands on Payment or Tender of Purchase Money, and for setting out the Line.

XXXII. 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 in the said first-recited Act mentioned, for the Purchase of any Lands, Rent, or other Charge for the Purposes of the said Undertaking, to the respective Proprietors of such Lands, or other Persons respectively interested

interested therein, and entitled to receive such Money, or if the Parties so respectively interested and entitled as aforesaid cannot be found, or shall be absent from *England*, or shall refuse or be unable from any Cause whatever 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, or shall be absent from *England*, or shall refuse, neglect, or be unable from any Cause to convey the same, then upon Payment of such Money into the Bank of *England*, as in the said first-recited Act 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, Rent, or other Charge which any Corporation, Trustee, or Person under Disability is by the said recited Act capacitated to convey, upon Payment of the same into the Bank of *England*, as in the said first-recited Act is directed, to an Account *ex parte* "The North Midland Railway Company," then and in every such Case it shall be lawful for the said Company immediately to enter upon such Lands, and thereupon all the Estate, Use, Trust, and Interest of all Parties in respect of whose Rights or Interests such Purchase Money shall have been paid shall thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of the said recited Acts and this Act; and such Payment or Tender and Conveyance, or such Deposit in the Bank of *England* as aforesaid, shall operate to merge all outstanding or other Terms of Years, and to bar and destroy all Dower and Courtesy, 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 purchased or paid for by means of such Payment, Tender, or Deposit: Provided always, 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 or the said recited Acts, except as herein-after mentioned, without the previous Consent of the Persons in Receipt of the Rents, and of the Occupiers thereof respectively; provided nevertheless, that the said Company shall be at liberty to enter upon the said Lands for the Purpose of setting out and marking, by Stakes or otherwise, the Line of the said Railway, and ascertaining the precise Direction thereof, and the Quantity and Extent of Land requisite to be taken for the Purpose of the same, (but without boring upon, digging, or excavating the said Lands further than may be absolutely necessary for ascertaining the Nature of the Soil thereof,) with the Consent of the Occupiers thereof, or without their Consent at such reasonable Times and under such Regulations and Restrictions as shall be authorized and imposed by any Justice of the Peace acting for the County or Place within which such Lands, or any Part thereof, may be situate, upon Notice to be given to the respective Occupiers of the said Lands, or left at their last known or usual Place of Abode: Provided also, that the said Company shall pay full Compensation for any Damage they may do in setting out or ascertaining their said Line and the Nature of the Soil

thereof, whether by the Destruction of Timber, Boring, Excavation, or otherwise; such Compensation, in case of Dispute about the same, to be settled by any Two Justices of the Peace for the County or Place where the said Lands may lie.

Penalty for entering on Lands before Purchase.

XXXIII. And be it further enacted, That so much of the said recited Acts, or either of them, as imposes any Penalty for the entering upon the Lands of any Person without the previous Payment or Tender of the Sums agreed on or awarded for the Purchase of the same, shall be and the same is accordingly hereby repealed; and in lieu thereof, be it enacted, That, save as herein-after provided, if the said Company, or any of their Contractors, shall wilfully enter upon and take possession of any Lands, except for the Purposes and according to the Provisions herein-before mentioned, without the Consent of the Persons in Receipt of the Rents or of the Occupiers thereof, or without having made or tendered Payment for the same in manner herein-before directed, the said Company shall forfeit and pay to the Party in Possession or in Receipt of the Rents of such Lands the Sum of Ten Pounds, over and above the Amount of any Damage done to the said Lands by reason of such Entry and taking possession thereof as aforesaid, such Penalty and Damage respectively to be recovered before any Two Justices of the Peace for the County or Place where the said Lands may be situate; and if the said Company or their Contractors shall, after Conviction in such Penalty as aforesaid, continue in the unlawful Possession of the said Lands after a reasonable Time allowed them for removing therefrom, the said Company shall be liable to forfeit and pay the Sum of Five Pounds for every Day they or their Contractors may so remain in Possession as aforesaid, such Penalty to be recoverable by the Party in Possession or in the Receipt of the Rents of the said Lands, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster:* Provided always, that nothing herein contained shall be held to subject the said Company to the Payment of any such Penalties as aforesaid if they shall *bonâ fide* and without Collusion have paid or tendered the Compensation agreed on or awarded to be paid in respect of the said Lands to any Person, whether legally entitled to receive the same or not, or shall have deposited the same incorrectly; nor shall any Decision of Justices under the Provisions herein-before contained be held conclusive as to the Right of Entry by the said Company; provided also, that after Notice of this Provision shall have been given by the said Company to any of their Contractors the said Company shall be entitled to recover from such Contractors any Penalty in which they may have been convicted in consequence of the Acts of such Contractors, or their Servants, Agents, or Workmen, done without the express Authority of the said Company.

Repealing Clause as to Compensation to be made for temporary Damage.

XXXIV. And whereas the said first-recited Act contains certain Provisions for enabling the said Company, after such Notice as thereby required, to enter upon and take temporary Possession of Lands adjoining or lying near to the said Railway and Works, for the Purposes therein particularly mentioned, without having previously made any Payment, Tender, or Investment of Money as referred to by

by the said Act, provided the said Company should, if required, enter into such Bond as therein referred to, and agree for the Payment of a fixed annual Rent, and make Compensation and Satisfaction to the Owner of such Land for the permanent Damage and Injury, if any, which might be done to the same, and separate and set apart so much of the Lands so required to be used from the other Lands adjoining thereto, as in the said Act particularly mentioned: And whereas it is expedient that the said several Provisions should be repealed, and others substituted in lieu thereof; be it therefore enacted, That the several Provisions in the said first-recited Act contained to the Effect herein-before mentioned or referred to shall be and they are hereby repealed.

Power to enter Lands for temporary Purposes; and providing Compensation to be paid for the same.

XXXV. And be it further enacted, That, notwithstanding any thing in the said recited Acts or this Act contained, it shall be lawful for the said Company, their Agents and Workmen, and they are hereby empowered, at any Time or Times before the Expiration of the Period by the said recited Acts and this Act limited for the Completion of the said Railway and other Works, to enter or continue upon the Lands of any Person or Corporation whatsoever adjoining or lying near to the said Railway and other Works by the said recited Acts and this Act authorized to be made and maintained, or any of them or any Part thereof respectively, for the Purpose of laying or depositing thereon, or working or manufacturing, any Earth, Clay, Gravel, Stones, Bricks, Slates, Timber, Lime, or other Materials, or to dig, cut, get, take, remove, and carry away out of and from such Lands, or any Part thereof, any Soil, Gravel, Clay, Sand, Stone, or other Materials, which can or may be got or found therein, and which may be required for making or maintaining the said Railway and other Works, and to manufacture the same, or for forming Roads or Approaches to and from or over or under the said Railway and other Works, and also to make use of any existing Roads, without having previously made such Payment, Tender, or Investment as in the said recited Acts or this Act is mentioned, they the said Company, their Agents and Workmen, doing as little Damage as may be in the Execution of the several Powers herein-before mentioned, and making Compensation in manner herein-after mentioned, to the Owners and Occupiers of such Lands respectively, for the Occupation thereof, and for the Injury or Damage which may be done thereto, as soon as the Amount thereof can be ascertained, and at all events within Six Calendar Months after the Expiration of the Period by the said recited Acts and this Act limited for the Completion of the said Railway: Provided always, that before entering upon any such Lands for such temporary Purposes as aforesaid the said Company shall and they are hereby required to give Fourteen Days Notice of such their Intention to the Owners and Occupiers of such Lands, and if required so to do shall, previously to such Entry, pay to the Occupier of such Lands the Value of any Crop or Dressing that may be thereon, such Value to be ascertained in the same Manner as temporary Damage is herein-after provided for; provided also, that the said Company shall and they are hereby required, within Six Calendar Months after their Entry upon such Lands, to agree with

with the Owner or Occupier thereof for the Payment of a certain fixed Rent in respect thereof during the Continuance of such Occupation, unless the Owner of such Lands shall within the Period last mentioned, by Notice in Writing, require the said Company to purchase the Fee Simple and Inheritance of such Lands, in which Case it shall be compulsory upon the said Company so to do within Two Calendar Months after the Receipt of such Notice, the Value of such Lands, and also the Amount of any permanent Damage or Injury that may be done in the Exercise of the Powers hereby granted, to be settled and ascertained in like Manner as in the said first-recited Act is mentioned and provided with respect to the Purchase of Lands required for the Purposes of the same Act; but the Amount of such Rent, and also of any temporary Damage to which the Owner or Occupier of such Lands may be entitled, shall be settled and ascertained by Two indifferent Persons, one to be named by each Party, or in case such Two Persons cannot agree, or in case any or either of the Parties shall neglect or refuse to name a Valuer for the Space of Three Days after Notice in Writing from the other Party, then by any Two Justices of the Peace acting in and for the County, Division, or Place where such Lands shall be situate: Provided also, that it shall not be lawful for the said Company (except with the Consent of the Owner thereof for the Time being,) to dig, cut, get, take, remove, or carry away out of and from such Lands as aforesaid, or any Part thereof, any Soil, Gravel, Clay, Sand, or other Materials which can or may be got or found therein, at a greater Distance than Forty Yards from the Fence on either Side of the said Railway, except for the Purpose of forming Roads or Approaches to the said Railway, nor to make use of any existing private Roads at a greater Distance than Five hundred Yards from such Fence; and that it shall not be lawful for the said Company to make such temporary Use of any such Lands as aforesaid, for any of the other Purposes herein-before mentioned, lying at a greater Distance than Two hundred and fifty Yards from the Fence on either Side of the said Railway, nor any Land used as a Garden, Orchard, Park, Plantation, planted Walk or Avenue to any House, or any inclosed Ground planted as an Ornament or Shelter to a House, or planted and set apart as a Nursery for Trees, nor to make Bricks or place a Steam Engine upon any such Lands which shall not be at least Two hundred and fifty Yards distant from any Mansion House, without the Leave of the Owner or Occupier thereof first obtained.

Owners of Lands may compel the Company to take Lands for temporary Purposes, under certain Conditions.

XXXVI. Provided always, and be it further enacted, That if within Seven Days after Service of such Notice as aforesaid the Owner of the Lands referred to therein shall object to the said Company making use thereof for such Purposes as aforesaid, on the Ground that other Lands lying contiguous thereto might be more beneficially occupied for such Purpose by the said Company, and with less Objection to the said Owner, then and in such Case, if the said Company refuse to occupy such other Lands in lieu of the Lands referred to by them in the said Notice, it shall be lawful for any Two Justices of the Peace, in Petty Sessions assembled, for the District where the said Lands may lie, on the Application of the said

Owner, to summon the said Company and the Owner of such other Land before them, and on hearing of the Parties to determine which of the said Lands shall be occupied by the said Company for such Purposes as aforesaid.

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

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

Rates of Carriage to be charged equally.

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

Bye Laws to be confirmed.

XXXIX. And be it further enacted, That no Bye Law which the said Company may have heretofore made under the Authority of the said first-recited Act (except such as may relate solely to the Proprietors or Directors of the said Company, or to any of their Officers or Servants,) shall be valid or binding for a longer Period than Six Months from the passing of this Act, nor shall any Bye Law, except as aforesaid, which shall hereafter be made by the said Company, be valid or binding unless the same shall be allowed by some Judge of One of Her Majesty's Courts of Record at *Westminster*, or by the Justices assembled at some General or Quarter Sessions of the Peace of the County of *Derby* or the West Riding of the County of *York*, which said Justices are hereby authorized and required, on the Request of the said Company, to examine into the

Bye Laws which may be tendered to them for that Purpose by the said Company, and to allow of or disallow the same as to them may seem meet; and all Penalties which may be imposed by virtue of any such Bye Laws shall be so framed as to allow the Justice or Justices before whom the same may be sought to be recovered to order the Whole or any Part of such Penalties to be paid.

Power of purchasing Lands in certain Cases in lieu of making Occupation Bridges.

XL. And whereas in the Execution of the Powers by the said recited Acts and this Act granted several Pieces of Land have been and may be cut through and divided so that what remains thereof on One side of the said Railway will exceed One Half of a Statute Acre in Quantity: And whereas by the said firstly-recited Act the said Company are required to make and erect so many Bridges, Arches, Hollows, Culverts, and Passages over, under, or by the Side of or leading to or from the said Railway, for the commodious Use of the Land cut through or divided by such Railway, as Two or more Justices of the Peace shall judge necessary or appoint in case of Dispute about the same: And whereas it often happens that in a short Time after the Formation of a Railway the Proprietors of the Land which has been cut through and divided sell or exchange the smaller Part of such Land left on One Side of the Railway, and not conveniently situate with respect to the Remainder or larger Portion thereof, and the Bridges, Arches, Hollows, Culverts, and Passages which have been erected for the Use and Occupation of the said Lands become not only unless to the Proprietors of Land upon either Side of the said Railway, but cause a considerable and unnecessary Expence annually to the Company for their Maintenance and Repair: And whereas it is expedient that further Powers of purchasing Land should be given to the said Company for the Purpose of avoiding unnecessary Expence in the Erection of such Bridges, Arches, Hollows, Culverts, and Passages for the Use and Occupation of the Lands cut through and divided by the said Railway; be it therefore enacted, That where any Land has been or shall be cut through or divided, and the Proprietor thereof, or other the Person or Persons by this and the said recited Acts empowered to contract for the Sale and Conveyance thereof, shall be willing to sell to the said Company the Part which has been or shall be left on One Side of the said Railway, it shall be lawful for any such Corporation, or Person by the said recited Acts or this Act capacitated to sell or convey Lands, to enter into any Agreement with the said Company for the Sale and Conveyance of the Land so left on One Side of the said Railway; and the said Company are hereby authorized and empowered to treat and agree with any Corporation or Person for the Purchase of such Lands, and for any subsisting Leases, Terms, Estates, or Interests therein, and the said Company shall then be discharged from their Liability under the Provisions of this and the said recited Acts, or any of them, to make any Bridge, Arch, Hollow, Culvert, or Passage for the Purpose of connecting such Land as aforesaid: Provided always, that the Land to be purchased from any Person or Corporation as aforesaid shall not exceed Ten Acres in any One Place; and that the said

Company

Company shall and they are hereby required to sell and convey all such Land as they shall so purchase, or such Part thereof as may not be necessary for the Purposes of the said Undertaking, and in such Way and Manner as is directed by the said first-recited Act for the Sale of any superfluous Lands not required for the Purposes thereof.

Explaining Powers of Deviation under former Acts.

XLI. And whereas in the extended Power by the lastly-recited Act given to the said Company for the compulsory Purchase of Lands it was provided, that it should not be lawful for the said Company to deviate from the Line of the said Railway, as laid down on the Maps deposited with the respective Clerks of the Peace of the Counties through which the said Railway is intended to pass, after the Expiration of the Period by the said firstly-recited Act limited for the Purchase of Lands, without such Consent as therein mentioned: And whereas Doubts have arisen as to the Meaning of the said Proviso; be it therefore declared and enacted, That where the said Company had, before the Expiration of the Time so limited by the said firstly-recited Act set out and defined the Line of the said Railway deviating from the Line as laid out on the Maps which had been so deposited as aforesaid, then and in every such Case the Line so laid down and defined was and was intended by the said lastly-recited Act, to be the Line to be adopted, and to which the Extension of Time for the compulsory Purchase of Lands was and was intended to apply; but that it should not be lawful for the said Company to make any further Deviation after the Expiration of the Period so limited unless with such Consent as therein mentioned.

For preventing Frauds on the Carriers on the Railway.

XLII. And be it further enacted, That if any Person who has (personally or by some other Party) at any Time taken a Place or Seat, or paid the Fare, or been booked, for the Purpose of being carried in, upon, or by any of the Coaches or Carriages of the said Company, or of any other Company or Person using the said North Midland Railway, from one Place to another Place, shall knowingly and wilfully refuse or neglect to quit such Coach or Carriage on arriving at the Point to which he has paid his Fare, or been booked, or taken his Place or Seat, or shall knowingly and wilfully ride and proceed, or attempt to ride or proceed, on the said Railway, in the same or in any other Coach or Carriage, to a Place more distant than that to which he shall have so taken a Place or Seat, or paid the Fare, or been booked, without previously paying or tendering to the said Company, or other Company or Person as aforesaid, the additional Fare or Price of Carriage to such more distant Place, or if any Person shall at any Time hereafter knowingly and wilfully ride and be in any of the said Company's Coaches or Carriages, or in any Coaches or Carriages belonging to any other Company or Person using the said Railway, without having previously paid or tendered to the said Company, or other Company or Person aforesaid, his Fare, or the Charge for his Carriage, every such Person shall forfeit and pay any Sum not exceeding Forty Shillings, with Costs, to be recovered and applied in the same Way as any other Penalty or Forfeiture under

under the said recited Acts or either of them; and if any Person shall be discovered in or after the Commission or Attempt to commit any such Offence as aforesaid, it shall be lawful for all Officers and Servants and other Persons on behalf of the said North Midland Railway Company, or other Company or Person as aforesaid, and for all Constables, Gaolers, and Peace Officers, to apprehend and detain every such Person until he can be conveniently taken before some Justice of the Peace, or until he be otherwise discharged by due Course of Law, or until he shall have paid to the said North Midland Railway Company, or other Company or Person as aforesaid, or to any Officer or Servant thereof respectively, by whom he may be apprehended, or in whose Custody he may then be, the full Fare due or payable by him, and the further Sum of Forty Shillings by way of Penalty as aforesaid.

Penalty on Owner of Goods not removing after Notice.

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

For transferring a Portion of the Birmingham and Derby Railway near the Derby Station to the North Midland and Midland Counties Railway Companies.

XLIV. And whereas the Railway by the said first-recited Act authorized to be made terminates at or near certain Fields called *Darwin's Closes* in the Parish of *Saint Alkmund, Derby*, in the County of *Derby*, where it unites with the Works of the *Birmingham* and *Derby* Junction Railway and of the Midland Counties Railway, and at which Place it was intended to form the Stations of the same Three Companies: And whereas a general Station or connected Stations can more conveniently be obtained in another Position on Land the Property of the said *Birmingham* and *Derby* Junction Railway Company situate in the Parish of *Saint Peter, Derby*, and *Saint Alkmund, Derby*, or One of them, and being Part of certain Lands called the *Castle Fields* on the South Side of the *Derby* Canal, and it would be for the public Advantage that such general or connected Stations should be formed in the Position lastly described; and it is expedient that the North Midland Railway Company should be enabled to become Proprietors of so much of the present Line and Works of the said *Birmingham* and *Derby* Junction Railway as will connect the present Line or Works of the North Midland Railway with such proposed general Station or connected Stations; be it therefore enacted, That it shall be lawful for the said North Midland Railway Company and they are hereby empowered to purchase from the said *Birmingham* and *Derby* Junction Railway Company, who are hereby authorized to sell to them, that Part of the Line and Works of the said *Birmingham* and *Derby* Junction

Railway which lies between the Point where the same Line now meets the Line of the said North Midland Railway and the said intended Station or Stations in *Castle Fields* aforesaid, including such Part of the said Station or Stations as shall be required for the Purposes of the said North Midland Railway, and also such Part of all the said Lands in the *Castle Fields* aforesaid belonging to the said *Birmingham* and *Derby* Junction Railway Company as may be required for the said last-mentioned Purpose, or for the Purpose of the Re-sale by the said North Midland Railway Company herein-after mentioned, or as the said Companies shall agree upon, and at such Prices as shall be agreed upon between the said Companies; and that it shall also be lawful for the said North Midland Railway Company and they are hereby empowered to re-sell to the said Midland Counties Railway Company, who are hereby authorized to purchase, such Part of the said Lands in *Castle Fields* aforesaid as may be agreed upon between the said Two last-mentioned Companies for the Purpose of the said Midland Counties Railway in reference to the said general Station or connected Stations, but so nevertheless that no Part of the actual Line or Lines of Railway which will connect the present Line and Works of the North Midland Railway Company with the Residue of the Line and Works of the *Birmingham* and *Derby* Junction Railway Company shall be re-sold or intersected, but that the whole of such connecting Line shall continue Part of the Line and Works of the North Midland Railway; and further, that the said Line, Works, and Lands respectively shall and may be conveyed by the said *Birmingham* and *Derby* Junction Railway Company to the said North Midland Railway Company, and by the said North Midland Railway Company to the said Midland Counties Railway Company respectively.

Powers of Birmingham and Derby Railway Company to cease in respect of Line conveyed after Conveyance and Enrolment thereof.

XLV. And be it further enacted, That from and after such Conveyance or Conveyances shall have been so made and so enrolled as herein-after mentioned such Parts of the Line, Works, and Lands of the said *Birmingham* and *Derby* Junction Railway Company as shall be so conveyed by them to the said North Midland Railway Company shall be vested in the said North Midland Railway Company, and shall be and become to all Intents and Purposes Part and Parcel of the North Midland Railway; and the said North Midland Railway Company shall have Power to take and demand the same Rates and Tolls, and use and exercise the same Powers, Authorities, and Privileges in respect of the same, as they are by the said recited Acts or this Act authorized and empowered to take and demand or use and exercise in respect of any other Portion of their said Railway; and that the Land so conveyed to the said Midland Counties Railway Company shall be, after such Conveyance and Enrolment, vested in them as effectually as if the same had been originally purchased by them under the Powers of the Act by which they are incorporated or of the Act for amending the same; and from and after such Conveyance by the said North Midland Railway Company, and Enrolment thereof, all the Powers heretofore vested in the said *Birmingham* and *Derby* Junction Railway Company in reference to the Portion of Line and Works

so to be conveyed by them as aforesaid shall cease and determine; but notwithstanding such Cesser in respect of the said Portion of their Line, all the Powers and Authorities of the said *Birmingham* and *Derby* Junction Railway Company, or which are in any way created by the Act under which they are incorporated, shall continue to exist as to the Residue of their Line and Works in the same Manner as if such Residue had originally constituted the Whole of the Line and Undertaking of the said Company.

Conveyance to be enrolled.

XLVI. And be it further enacted, That the Conveyance and Conveyances respectively from the said *Birmingham* and *Derby* Junction Railway Company to the said North Midland Railway Company, and from them to the said Midland Counties Railway Company, herein-before authorized to be made, shall be enrolled in Her Majesty's Court of Common Pleas at *Westminster*, and a Copy or Copies thereof respectively shall be deposited for public Inspection with the Clerk of the Peace for the County of *Derby* within Three Months after such Enrolment.

Power for the Three Companies to make mutual Arrangements for the Use of said Portion of Line.

XLVII. And be it further enacted, That it shall be lawful for the said North Midland Railway Company, the said *Birmingham* and *Derby* Junction Railway Company, and the said Midland Counties Railway Company respectively to make and enter into all such Contracts and Agreements between themselves as they may consider expedient for regulating the Passage by the said Three Companies respectively, and all Persons using their respective Railways, along and over the Line, Works, and Lands so to be conveyed as aforesaid, or the Line, Works, and Lands at *Castle Fields* aforesaid, which shall still remain the Property of the said *Birmingham* and *Derby* Junction Railway Company, and for the Payment and Apportionment of the Rates and Tolls to be demanded with respect to the same or any Part thereof, and also for the Use and Management of the said general Station or connected Stations; and all such Contracts and Agreements shall be binding on the said Three Companies respectively, and their respective Successors and Assigns, and may contain all such Clauses, Covenants, Provisions, and Agreements as the contracting Parties may respectively think advisable and mutually agree upon: Provided always, that no such Contract shall in any Manner alter, affect, increase, or diminish any of the Rates, Tolls, or Sums which the respective Companies Parties to such Contract shall for the Time be respectively authorized to have, demand, receive, or recover of or from any other Persons or any other Company, but that all other Persons and Companies shall, notwithstanding any such Contract, be entitled to the Use and Benefit of any of the said Railways upon the same Terms and Conditions, and upon Payment of the same Rates, Tolls, and Sums, as they would have been in case no such Contract had been entered into.

Repeal of certain Provisions respecting

XLVIII. And whereas by the said first-recited Act it is enacted, that nothing therein contained shall prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Under-

Rights of the Undertakers of the Aire and Calder Navigation.

Undertakers of the Navigation of the Rivers *Aire* and *Calder*, and certain Restrictions are therein contained against the Diversion or Alteration of the Course or Levels of the said Rivers, or of certain Cuts or Canals therein mentioned, or the Towing or Foot Paths thereto, and also against obstructing the Navigation thereof and the Supply of Waters therein, or preventing the said Undertakers from further enlarging the said Rivers, and making such Cuts, Canals, and Works as are therein mentioned or referred to: And whereas it is expedient that the said several Provisions should be repealed, and others substituted in lieu thereof; be it therefore enacted, That the said several Provisions shall be and the same are hereby repealed.

For Protection of the Rights, &c. of the Undertakers of the Navigation of the Rivers Aire and Calder.

XLIX. And be it further enacted, That nothing in the said recited Acts or 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, save and except with the Consent of the said Undertakers, 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 vested in them by or under certain Acts of Parliament respectively passed in the Tenth and Eleventh Years of King *William* the Third, the Fourteenth Year of King *George* the Third, and the First and Ninth Years respectively of King *George* the Fourth, 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 Canals, or making and completing the several Cuts or Canals and other Works and Improvements to the said Navigation by the said several last-mentioned 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 or the said firstly and secondly recited Acts been passed; provided the same shall not interfere with the Construction of or prevent the free Passage of Passengers or Goods along the said Railway for any longer Time or in any other Manner than shall be unavoidably necessary.

Power to make a Bridge of certain Dimensions and with certain Incli-

L. And whereas the said Railway crosses a Branch of a certain Turnpike Road called the *Swinton, Rawmarsh*, and *Hooton Roberts* Turnpike Road, leading from *Swinton* to *Mexborough*, at a Point in the Township of *Swinton* near to the *Dearne* and *Dove* Canal: And whereas the Traffic on the said Branch Road is very inconsiderable,

siderable, and the said Railway could not be carried over the same, by means of a Bridge of such Dimensions as are required by the said recited Acts with regard to Bridges for carrying the said Railway over Turnpike Roads, without materially injuring the Levels of the said Railway, and occasioning an Outlay wholly disproportioned to the Advantage which would be attained thereby; be it therefore enacted, That notwithstanding any thing in the said recited Acts or either of them, or this Act, contained to the contrary, it shall be lawful for the said Railway Company, by and with the Consent of the Trustees of the said Road, to erect, construct, and maintain the said Bridge at the Point above mentioned of the clear Height of Fourteen Feet only from the Crown of the Road when lowered to the under Side of the Centre of the Arch, and of the Width of Twenty-five Feet, and so to lower and alter the said Turnpike Road under the said Bridge as that the Descent on the Eastward Side thereof shall be One Foot in Sixteen Feet only.

Arrangements over a Branch of the Swinton, Rawmarsh, and Hooton Roberts Road.

LI. And whereas by the said first-recited Act it is amongst other things enacted, that the Compensation to be paid by the said Company for the Extinguishment of any Right of Common upon any Common or Waste Land to be taken by them for the Purposes of the said Act shall be paid to the Churchwardens for the Time being of the Parish wherein such Common or Waste Lands shall be situate, and shall be by such Churchwardens received and applied for such general public Purposes within the said Parish as a Vestry thereof shall direct: And whereas certain Common or Waste Land is intended to be taken or used for the Purposes of this Act which is situate within and Parcel of the Manor and Township of *Hunslet* in the West Riding of the County of *York:* And whereas the said Township of *Hunslet* is a separate District, having a Chapel of Ease and Chapelwarden, and exclusively maintaining its own Poor, and also exclusively authorized to hold Vestries for public Purposes within such Township; be it therefore further enacted, That the Compensation to be paid by the said Company for the Common or Waste Land in the said Township of *Hunslet* which shall be taken and used by the said Company under the Authority and for the Purposes of this Act or the said recited Acts shall be paid to the Chapelwarden for the Time being of the Chapel of Ease of the said Township of *Hunslet*, and shall be by him received and applied for such general Purposes in the said Township as a Vestry thereof shall direct.

As to Waste Land in the Township of Hunslet.

LII. And be it further enacted, That all the Costs, Charges, and Expences of obtaining and passing this Act, and making the Surveys, Plans, and Estimates, and all other Costs, Charges, and Expences in any way incident thereto, shall be paid and defrayed by the said Company out of the Money already raised and received or out of the first Money to be raised or received by virtue of this and the said recited Acts or any of them.

Expences of the Act.

LIII. And be it further enacted, That nothing herein contained shall be deemed or construed to exempt the Railway by this or the said recited Acts authorized to be made from the Provisions of any

This Act and recited Acts to be subject to the Provi-

sions of any General Act. General Act relating to Railways which may pass during the present or any future Session.

Public Act. LIV. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others.

The

The SCHEDULE to which the foregoing Act refers.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupier.	Description of Property.
Parish and Township of Rothwell in the West Riding of the County of York.			
Lord Stourton - -	John Dodgson Charlesworth and Joseph Charlesworth.	John Dodgson Charlesworth and Joseph Charlesworth.	Tramroads.
Ditto - -	Ditto -	Ditto - -	Weighing House.
Ditto - -	Ditto - -	Ditto - -	Cinder Ovens.
Ditto - -	Ditto - -	Ditto - -	Shed and Waste Ground.
Ditto - -	Ditto - -	Ditto - -	Road to Coal Staith.
Ditto - -	Ditto - -	Sarah Preston - -	Public House, Stable, Yard, and Outbuildings.
Ditto - -	Ditto - -	William Ainsworth -	House, Stable, Yard, Outbuildings, and Garden.
Ditto - -	- - -	In hand - -	Plantation.
Ditto - -	- - -	In hand - - -	Fish Pond.
Ditto - -	- - -	In hand - -	Plantation.
Ditto - -	John Dodgson Charlesworth and Joseph Charlesworth.	William Wainwright -	Garden.
Ditto - -	Ditto - -	Joseph Hawden - -	Garden.
Ditto - -	Ditto - -	David Burnell - -	Cottage.
Ditto - -	Ditto - -	Ditto - -	Garden.
Ditto - -	Ditto - -	Rachael Lunn - -	Garden and Outhouse.
Ditto - -	Ditto - -	Ditto - -	Cottage.
Ditto - -	Ditto - -	William Wainwright -	Cottage and Outhouse.
Ditto - -	Ditto - -	Joseph Hawden - -	Ditto.
Ditto - -	Ditto - -	Joseph Taylor - -	Cottage.
Ditto - -	Ditto - -	Ditto - - -	Garden.
Ditto - -	Ditto - -	John Gillings - -	Cottage, Outhouse, and Garden.
Ditto - -	Ditto -	Ann Lunn - -	Garden and Outhouse.
Ditto - -	Ditto - -	Ditto - -	Cottage.
Ditto - -	- - -	Margaret Marshall -	Garden.
Henry Teal - -	- - -	In hand - - -	Pasture and Plantation.
Ditto - -	- - -	Ditto - -	Plantation.
Ditto - -	- - -	Ditto - -	Pasture and Plantation.
Ditto - -	- - -	Ditto - -	Garden.
Ditto - -	- - -	Ditto - -	Plantation.
Parish of Leeds in the said West Riding, Township of Hunslet.			
Trustees of the Reverend Ralph Henry Brandling; viz., John Austin, William Rookes, Crompton Stansfield, and John Spedding.	- - -	George Booth - -	Barn and Stable.
Ditto - -	- - -	George Booth and John Ackroyd.	Cottage and Garden.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupier.	Description of Property.
Trustees of the Reverend Ralph Henry Brandling; viz., John Austin, William Rookes, Crompton Stansfield, and John Spedding.	- - -	In hand - - -	Tramroad or Waggonway.
Kirby Fenton - -	- - -	William Cowburn -	House and Outhouse.
Joshua Bower - -	- - -	John Myers, Charles Mackintosh, William Roberts, William Gibson, James Parker, Joseph Hutchinson, and Thomas Wood.	Gardens and Outhouse.
Ditto - -	- - -	In hand - -	Stable.
Ditto - -	- -	John Myers - -	House.
Ditto - -	- - -	James Parker - -	Ditto.
Ditto - -	- - -	C. Mackintosh - -	Ditto.
Ditto - -	- - -	William Roberts -	Ditto.
Ditto - -	- - -	William Gibson - -	Ditto and Outhouse.
Ditto - -	- - -	J. Hutchinson - -	Ditto.
Ditto - -	- - -	Thomas Wood - -	Ditto.
Timothy Gothard -	- - -	In hand - - -	House, Workshops, Stable, Yard, Garden, and Outbuildings.
Ard Walker - -	- - -	John Hodgson - -	Garden.
Ditto - -	- - -	Ditto - -	House and Outbuilding.
Ditto - -	- - -	James Walker - -	House, Garden, and Outbuilding.
Ditto - -	- - -	Sarah Webster - -	Ditto.
Ditto - -	- - -	William Jepson - -	House, Garden, and Outbuildings.
Ditto - -	-	Edwin Walker - -	House and Outbuilding.
Ditto - -	- - -	Richard Coope - -	Ditto.
Ernst Wolff - -	- - -	Robert Walker, Jabez Stead, and in hand.	Mill, Engine House, Warehouses, Workshops, Outbuildings, Yard, Reservoir, and House.
William Wilson and Richard Wilson.	- - -	In hand - - -	House and Outbuildings.
Ditto - -	- - -	Thomas Scholefield and John Roberts.	House.
Ditto - -	- - -	Thomas Scholefield -	House, Yard, and Garden.
Ditto - -	- - -	William Oldroyd -	House.
Ditto - -	- - -	Joseph Mawson and John Holt.	Gardens.
Ditto - -	- - -	Peter Marshall - -	Garden and Orchard.
Ditto - -	- - -	Joseph Longley and George Oakes.	Brick Yards and Sheds.
John Carr - -	- - -	In hand - - -	Garden.
Ditto - -	- - -	Ditto - -	Barn and Stable.
Joshua Wainwright -	- - -	Joseph Watkinson, Jonas Smith, and Isaac Ingham.	Gardens.
Ditto - -	- - -	Martha Pollard - -	House, Garden, Shed, and Outbuilding.
Ditto - -	- - -	Robert Maude - -	House and Stable.
Ditto - -	- - -	Hannah Farrar - -	Cottage and Outbuilding and Garden.
Ditto - -	- - -	Elizabeth Walker -	House, Garden, and Outbuildings.
Ditto - -	- - -	G. Hutchinson -	House and Garden.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupier.	Description of Property.
Joshua Wainwright		Joseph Walker and John Carr.	House and Workshops.
Ditto		Benjamin Smith	Stable.
Ditto		J. Hutchinson	House and Outbuilding.
Ditto		Elizabeth Varley	House.
Ditto		David Metcalfe	House and Garden.
Ditto		Isaac Ingham	House and Outbuildings.
Ditto		I. Ingham and Thomas Ingham.	House.
Ditto		Charles Lawton	House and Stable.
Ditto		Mary Thornton	House, Outbuilding, Stables, and Garden.
Ditto		Jonas Smith	House and Outhouse.
Ditto		I. Ingham and T. Watson	Cowhouse, Stables, and Outbuildings.
Ditto			Public Yard.
Ditto		Joseph Willans, Grace Gilpin, and John Hargreaves.	Gardens and Outbuildings.
Joseph Willans		In hand	Stable.
Ditto		Ditto	Workshop.
Ditto		Ditto	Warehouse.
Ditto		John Ainsley	House.
Ditto		John Hargreaves	House
Ditto		Joseph Atkinson	Ditto.
Ditto		Grace Gilpin	Ditto.
Ditto		William Carter	House and Outhouse.
Ditto		Benjamin Gostling and Joseph Gostling.	Warehouse or Workshop.
Ditto		Samuel Carter	House and Outbuildings.
Ditto		In hand	House, Garden, and Outbuildings.
Ditto		Ditto	Yard.
William Wild, Thomas Wild, and Elizabeth Wild.		James Smith	House, Outbuilding, and Outhouse.
Ditto		Martha Smith	Ditto.
Ditto		Jesse Gosling	House.
Ditto		Joseph Gosling	Ditto.
Ditto		John Gladwin	Ditto.
Ditto		John Varley	Ditto.
Ditto		James Deighton	House and Outbuildings.
Ditto		Thomas Smith	Ditto.
Ditto		Ann Firth	Ditto.
Ditto		Ann Wetherhead	Ditto.
Ditto		Lucy Naylor	House.
Ditto		Susannah Norton	House and Outbuildings.
Ditto		William Malkin	Ditto.
Ditto		John Holberry	Ditto.
Ditto			Common Yard.
Ditto		Benjamin Gosling	House, Workshops, Yards, and Outbuildings.
Ditto		C. Greenwood	Cottage and Outhouse.
Eve Rodgers		Thomas Gray	House and Outhouse.
Ditto		James Hustler	Ditto.
Samuel Briggs		In hand	House and Outhouses.
Ditto		Mary Kirkby	House.
Ditto		In hand	Ditto.
Devisees of Horsfall Emmett.		Ditto	House, Yard, and Outbuildings.
Ditto		Joseph Jackson	Stable and Outhouses.
Ditto		George Newton	House and Outbuildings.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupier.	Description of Property.
Devisees of Horsfall Emmett.	- - -	In hand - -	House and Outbuildings.
Ditto - -	- - -	John Barstow - -	House, Garden, and Outhouse.
Ditto - -	- - -	Jeremiah Cocker -	House.
Ditto - -	- - -	David Binner - -	House, Yard, Stable, and Outhouse.
Ditto - -	- - -	David Binner & J. Nicholson.	House.
Ditto - -	- - -	- - -	Public Yard.
Moses Roberts - -	- - -	S. Crawshaw - -	House.
Ditto - -	- - -	William Mason - -	House and Outhouses.
Ditto - -	- - -	Ann King - -	Ditto.
William Harrison Harra.	- - -	Benjamin Dufton -	House.
Ditto - -	- - -	John Dufton - -	Ditto.
Ditto - -	- - -	John Cocker - -	Ditto.
Ditto - -	- - -	Joseph Mann - -	House and Outbuildings.
Ditto - -	- - -	William Nelson - -	Cottage and Outhouse.
Ditto - -	- - -	Joseph Hobson - -	Ditto.
Ditto - -	- - -	James Appleyard -	Ditto.
Ditto - -	- - -	- - -	Common Yard.
Ditto - -	- - -	J. Longbottom - -	House.
Ditto - -	- - -	In hand - -	Ditto.
Ditto - -	- - -	Abraham Calvert -	House and Outhouse.
Ditto - -	- - -	Hannah Binner - -	House, Garden, and Outbuilding.
Ditto - -	- - -	John Conyers - -	Two Houses and Garden.
Ditto - -	- - -	Christopher Kidd -	House and Garden.
Ditto - -	- - -	Mark Sharpe - -	Ditto.
Charles Wales - -	- - -	Henry Rhodes - -	Ditto.
Ditto - -	- - -	George Gamble - -	Ditto.
Ditto - -	- - -	William Holgate -	House, Outbuildings, and Garden.
Ditto - -	- - -	Joseph Webster -	House.
Ditto - -	- - -	Samuel Thackray -	Ditto.
Ditto - -	- - -	John Nichols - -	Ditto.
Ditto - -	- - -	William Dawson -	House and Outhouse.
Ditto - -	- - -	In hand - -	Workshop.
Joseph Gledhill -	- - -	In hand - -	House, Stable, Garden, and Outbuildings.
Henry Stephenson -	- - -	Ditto - -	House.
Ditto - -	- - -	G. Hainsworth - -	Ditto.
Ditto - -	- - -	Ann Holt - -	Ditto.
Ditto - -	- - -	John Newton - -	Ditto.
Joseph Gledhill -	- - -	W. Holden - -	Ditto.
William Bedford -	- - -	W. Wilby and Joseph Winter.	Gardens.
Ditto - -	- - -	George Stamp - -	House, Outhouse, and Garden.
Ditto - -	- - -	John Jowitt - -	Ditto.
Ditto - -	- - -	Joseph Winter -	Ditto.
Ditto - -	- - -	William Wilby - -	Ditto.
Ditto - -	- - -	John Walsh - -	Ditto.
Ditto - -	- - -	Jonathan Cromack -	Ditto.
Ditto - -	- - -	John Greenwood -	Ditto.
Ditto - -	- - -	Joseph Fletcher -	House, Garden, and Outhouse.
Ditto - -	- - -	Robert Saxton - -	Ditto.
Ditto - -	- - -	William Rhodes -	Ditto.
Ditto - -	- - -	Joseph Cocker - -	Ditto.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupier.	Description of Property.
William Bedford -	- - -	S. Richardson - -	House, Garden, and Outhouse.
Ditto - -	- - -	Nancy Mollett - -	Cottage and Outhouse.
Ditto - -	- - -	Ann Battye - -	House, Outhouse, and Garden.
Ditto - -	- - -	Joseph Gosling junior -	Ditto.
Ditto - -	- - -	W. Willoughby -	Ditto.
Ditto - -	- - -	W. Furniss - -	Garden, Sheds, and Outbuildings.
Lords of the Manor of Hunslet; namely, the Trustees of Ralph Henry Brandling, and John Leathley Armitage, James Armitage, William Armitage, and Edward Armitage.	- - -	Sarah Sutcliff, Elizabeth Baron, Stephen Sutcliffe, and James Bagley.	Gardens on the Waste.
Overseers of the Poor of Hunslet.	- - -	In hand - -	The Workhouse Cholera Burying Ground.
Ditto - -	- - -	Ditto - -	Hunslet Workhouse, Garden, Yard, and Outbuildings.
Sarah Hainsworth -	Trustees of Ralph H. Brandling.	Elizabeth Craven -	House, Outhouse, and Garden.
Ditto - -	Ditto - -	Charles Thomas - -	Ditto.
Ditto - -	Ditto - -	Joseph Scholefield -	Ditto.
Benjamin Gaskell -	- - -	Samuel Crosland -	House, Stable, Outbuildings, and Gardens.
Robert Hall - -	- - -	In hand - -	Garden.
Trustees of the Leeds Pottery Company, James Hargreaves and Edmund Dawson.	- - -	Aniceto Ventura Rodrigues.	House, Workshops, Gardens, Yard, and Outbuildings.
Ditto - -	- - -	In hand - -	Pottery Works, Engine House, Sheds, Yards, and Outbuildings.
Ditto - -	- - -	Ditto - -	Open Ground, Sheds, Brick-kiln, and Outbuildings.
Ditto - -	- - -	Ditto - -	Reservoir.
John Hepworth -	- - -	Edmund Dawson and Stephen Chappel.	Workshops, Sheds, Stables, Buildings, and Yard, called Leathley Lane Pottery.
John Fawcett - -	- - -	In hand - -	House, Brewery, Stable, and Outbuildings.
Ditto - -	- - -	James Oman - -	House and Outbuildings.
Ditto - -	- - -	Edward Rowbottom -	Ditto.
Ditto - -	- - -	George Priest - -	Ditto.
Ditto - -	- - -	John Stanley - -	Ditto.
Ditto - -	- - -	In hand - -	Yard and Outbuilding.
Ditto - -	- - -	Mary Symons - -	House and Outbuildings.
Ditto - -	- - -	Joseph Appleyard -	Ditto.
Ditto - -	- - -	John Mawson - -	Ditto.
Ditto - -	- - -	Thomas Mann - -	House and Outbuilding.
Ditto - -	- - -	James Thompson -	Ditto.
Ditto - -	- - -	Henry Salisbury -	Ditto.
Ditto - -	- - -	Martha Dyson - -	Ditto.
Ditto - -	- - -	John Robertshaw -	Ditto.
Ditto - -	- - -	James Baines - -	Ditto.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupier.	Description of Property.
George Nunn		Samuel Hartley	House, Cowhouses, Yard, and Outbuildings.
Devisees of the late William Gardner, Elizabeth Young, Maria Holt, Sarah Thorp, and Ann Bedford.		John Autey	House, Garden, and Outbuildings.
Ditto		Joseph Thorpe	Ditto.
Ditto		Samuel Munn	House and Outbuilding.
Ditto		Solomon Autey	Ditto.
Ditto		Thomas Wouldhave	Ditto.
Ditto		Maria Holt	Ditto.
Ditto		Richard Emmett	Ditto.
Trustees of John Hogg; viz., James Sanderson, Jonathan Singleton, and Joseph Stead.		Joseph Mallinson	House and Beer Shop.
Ditto		Edward Varley	House.
Ditto		Esau Senior	Ditto.
Ditto		John Thelkeld	Ditto.
Ditto		Joseph Mallinson junior	House, Butcher's Shop, and Outhouses.
William Coghill		William Waite	House, Outhouses, and Garden.
Ditto		Thomas Horner	Ditto.
John Walker		Robert Walker	House, Yard, and Outhouses.
Ditto		Benjamin Glass	House, Yard, and Outbuilding.
William Skelton		In hand	House and Outhouse.
Ditto		John Dawson	Ditto.
Ditto		Joseph Humble	Ditto.
Ditto		John Turnbull	Ditto.
Ditto		William Robinson	Ditto.
Ditto		Samuel Crowther	Ditto.
Ditto		William Child	Ditto.
Ditto		John Furniss	Ditto.
Ditto		- -	Yard and Outhouses.
Ditto		In hand	Shop.
James Battye		William Pycock	House, Shop, Yard, Garden, and Outhouse.
Trustees of Mary Hindle; namely, Stephen Mitchell and James Walker.		George Reynard	House, Garden, and Outhouses.
Ditto		Joseph Medley	Ditto.
Ditto		John Farr	Ditto.
Ditto		David Mallinson	Ditto.
Ditto		Matthew Haddock	Ditto.
Ditto		Joseph Marsh	Ditto.
Ditto		Christian Facy	House and Outhouse.
Ditto		William Abbott	Ditto.
Ditto		Richard Poole	Ditto.
Ditto		John Lightfoot	Ditto.
Ditto		Edward Miller	Ditto.
Ditto		John Linley	Ditto.
Joseph Longbottom		John Taylor	House, Garden, and Outhouses.
Ditto		Joseph Rowley	Ditto.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupier.	Description of Property.
Joseph Longbottom -	- - -	William Buckle - -	House, Shop, and Outhouse.
Ditto - -	- - -	- - -	Yard and Outhouses.
Charles Russell -	- - -	Stead Law - -	House and Outhouses.
Ditto - -	- - -	David Bairstow -	Ditto.
Ditto - -	- - -	Thomas Newton -	Ditto.
Ditto - -	- - -	Matthew Hainsworth -	House and Outhouse.
Ditto - -	- - -	Thomas Anderson -	Ditto.
Ditto - -	- - -	Thomas Heptonstall -	Ditto.
Ditto - -	- - -	- - -	Yard and Outhouses.
Francis Ryder -	- - -	John Butterwood -	House, Garden, and Outhouse.
Ditto - -	- - -	John Greatorix - -	Ditto.
Ditto - -	- - -	John Scholefield -	Ditto.
Ditto - -	- - -	George Hartley -	House, Shop, Garden, and Outhouse.
Ditto - -	- - -	James Medler - -	House, Garden, and Outhouse.
Ditto - -	- - -	Thomas Catton -	House and Outhouse.
Ditto - -	- -	William Ryan - -	Ditto.
Ditto -	- - -	Elizabeth Fieldhouse -	Ditto.
Ditto - -	- - -	Benjamin Fieldhouse -	House, Shop, and Outhouses.
Thomas Turlay and John Raynar.	- -	Martha Crowther -	House.
Ditto - -	- - -	William Jubb - -	Ditto.
Ditto - -	- - -	John Shillito - -	Ditto.
Ditto - -	- - -	John Mooring - -	Ditto.
Ditto - -	- - -	William Cox - -	Ditto.
Ditto -	- - -	William Ellis - -	Ditto.
Thomas Hutchinson -	- - -	In hand - -	House, Stable, Workshops, and Garden.
Ditto - -	- - -	William Lister - -	House and Outhouse.
Ditto - -	- - -	Benjamin Pullan -	House and Outbuilding.
Ditto - -	- - -	Mary Ann Redshaw -	House.
Ditto - -	- - -	James Blooer - -	Ditto.
Ditto - -	- - -	Sarah Broughton -	Ditto.
John Raynar - -	- - -	Moses Hobson - -	House and Outhouse.
Ditto - -	- - -	John Charlesworth -	Ditto.
Ditto - -	- - -	George Appleton -	Ditto.
Ditto - -	- - -	Edward Coop - -	Ditto.
John Cummins Miller	- - -	Joseph Gill - -	Ditto.
Ditto - -	- - -	David German - -	Ditto.
Ditto - -	- - -	- - -	Yard.
Ditto - -	- - -	Francis Crowther -	House and Outhouse.
Ditto - -	- - -	James Oates - -	Ditto.
Ditto - -	- - -	William Woolley -	House and Outhouses.
Ditto - -	- - -	John Burnell - -	Ditto.
John Musgrave -	- - -	In hand - -	Workshops.
Ditto - -	- - -	- - -	Yard.
Ditto	- - -	William Preston -	Houses, Workshop, and Outhouses.
Mary Thackray -	- - -	Thomas Musgrave -	House and Outhouse.
Ditto - -	- - -	In hand - -	Ditto.
John Stainforth -	- - -	George Dutton -	House and Outhouses.
Ditto - -	- - -	Thomas Anson -	Ditto.
Ditto - -	- - -	James Whitehead -	Ditto.
Ditto - -	- - -	In hand - -	House, Yard, and Outhouses.
Ditto - -	- - -	William Clough -	Cellar.
Ditto - -	- - -	Henry Swan - -	House and Outhouses.
Ditto - -	- - -	Sarah Howden -	Cellar.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupier.	Description of Property.
Robert Ramsden		William Hobson	House, Wash-house, Garden, and Outhouses.
Ditto		Edward Dickinson	House and Outhouses.
Ditto		In hand	House, Outhouses, Cowhouse, and Yard.
Robert Wright		James Thompson	Cottage, Outbuildings, and Yard.
Ditto		John Foster	Ditto.
Ditto		James Holliday	School-room.
William West		Michael Wouldhave	Workshop and Yard.
Ditto		John Foster	Stable.
Ditto		Alexander Blenkinsop	Workshop and Yard.
James Stephenson		Thomas Shaw	House.
Ditto		William Ray	Ditto.
Ditto		Michael Wouldhave	Ditto.
Ditto		Rachael Sykes	House and Outhouse.
Ditto		John Dutton	House.
Ditto		Ann Butterfield	Ditto.
Ditto		John Burkitt	Ditto.
Ditto		John Taylor	Ditto.
Ditto		James Morgan	Ditto.
Ditto		Joseph Taylor	Ditto.
Ditto		William Bateson	Ditto.
Ditto		Jane Pollard	Ditto.
Ditto		John Brown	Ditto.
Mary Manby		Joseph Whiteley Kaye	Ditto.
Ditto		William Clarke	Ditto.
Ditto		John Howard	Ditto.
Ditto		In hand	Ditto.
Ditto		Ditto	Ditto.
Ditto		John Parkinson	Ditto.
Ditto		James Jackson	Ditto.
Ditto		William Mawson	Ditto.
Ditto		George Holden	Ditto.
Ditto		James Crowther	Ditto.
Ditto		James Drewery	Ditto.
Ditto		Ellen Schofield	Ditto.
Ditto		Ellen Copley	Ditto.
Ditto		Charles Pollard	Ditto.
Ditto		John Redman	Ditto.
Ditto			Yard and Outhouses.
Elizabeth Farrer		In hand	Garden.
Samuel Cooper; John Field, and Henry Hood.		Thomas Firth	House.
Ditto		In hand	Ditto.
Ditto		Thomas Blenkinsop	Ditto.
Ditto		In hand	Iron Works, Sheds, Stables, Outbuildings, Yard, and Reservoir.
Mary Midgley		Samuel Maybury	House.
Ditto		James Lee and Zedekiah Scholefield.	Ditto.
Ditto		John Calledale	Ditto.
Ditto		Peter Rogers	Ditto.
Ditto		William South	Ditto.
Ditto		In hand	Ditto.
James Bedford		Elizabeth Hall	House and Outbuildings.
Ditto		William Cromack	House and Garden.
Ditto		In hand	Oil Mill, Engine House, Warehouse, Yard, and Outhouses.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupier.	Description of Property.
John Bywater -	Trustees of Reverend RalphHenry Brandling.	Benjamin Ingle -	Cottage and Outbuilding.
Ditto - -	Ditto - -	C. Wrigglesworth -	Cottage and Outbuildings.
Ditto - -	Ditto - -	Samuel Cooper, John Field, and Henry Hood.	Pasture and Shed.
Robert Arthington -	- - - -	William Kirk - -	Workshop.
Ditto - -	- - -	John North and George Booth.	Cottage, Outbuildings, and Garden.
Ditto - -	- - -	Grace Jowitt - -	House, Gardens, and Outbuildings.
Ditto - -	- - -	In hand - -	House, Garden, and Outbuildings.
John Clapham -	- - -	Ditto - -	House, Outbuildings, and Garden.
William Hall -	- - -	Ditto - -	Workshops and Yard.
Ditto - -	- - -	John Atkinson -	Ditto.
William Giles -	- - -	In hand - -	House, Yard, and Outbuildings.
Ditto - -	- - -	George Aspinall -	House.
Ditto - -	- - -	Frances Wilson - -	Ditto.
Ditto - -	- - -	Henry Walker -	Ditto.
Parish of Leeds, Township of Leeds.			
John Clapham -	- - -	- - -	Outhouse.
Ditto - -	- - -	Susannah Rinder -	House and Garden.
Ditto - -	- - -	George Rider - -	Ditto.
Ditto - -	- - -	Joseph Turner -	Ditto.
Ditto - -	- - -	William Fletcher -	Ditto.
Ditto - -	- - -	Paul Goodhind - -	Ditto.
Ditto - -	- - -	Luke Scott Robinson -	Ditto.
Ditto - -	- - -	George Taylor -	Ditto.
Ditto - -	- - -	Luke Thompson -	Ditto.
Ditto - -	- - -	William Kershaw -	Woollen Mill, Engine House, Outbuildings, and Yard.
Ditto - -	- - -	Ditto -	Outhouses.
George Goodman -	- - -	In hand - -	Garden and Outhouse.
Ditto - -	- - -	Ditto - -	Warehouses, Sheds, Yard, and Garden.
John Blayds - -	- - -	Trustees of Ralph Henry Brandling.	Tramroad, Coal Staith, Yard, Counting-house, and Outbuildings.
Ditto - -	- - -	Ditto and S. Grimshaw	Rope-walk and Outbuilding.

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1839.