ANNO PRIMO

VICTORIÆ REGINÆ.

****

Cap. xxxiv.

An Act for making a new Street or Thoroughfare, and widening and improving certain other Streets or Thoroughfares, within the Town and Borough of *Sheffield* in the County of *York*.

[11th *June* 1838.]

WHEREAS by a certain Deed bearing Date the Tenth Day of *August* One thousand two hundred and ninety-seven, *Thomas de Furnival*, Third Son and Heir of Lord *Thomas de Furnival*, demised, granted, and in Fee gave to all his free Tenants of the Town of *Sheffield*, and to their Heirs, all the Tofts, Lands, and Tenements which they held of him in the Town of *Sheffield* aforesaid, to be held of him and his Heirs in Fee and free Inheritance for ever, subject to a certain annual Payment in lieu of all Services and Demands: And whereas by a Decree of the Commissioners of Charitable Uses, made in the Year One thousand six hundred and eighty-one, reciting that, by an Inquisition taken at the Castle of *York* in the same Year it was found that the several Messuages, Cottages, or Houses, Lands and Tenements situate, lying, and being in *Sheffield* aforesaid, in the said Inquisition mentioned, were theretofore (of ancient Time) given, limited, or appointed for the Repair of a Bridge within the Township of *Sheffield* aforesaid commonly called *Lady Bridge*, and for the cleansing and keeping in order, for the common Use and Benefit of the Inhabitants of the said Town of *Sheffield*, of

a certain Pond or Pool commonly called *Barker's Pool*, and for the repairing of Causeways and Highways, and other charitable and public Uses and Purposes in the said Town of *Sheffield*, the said Commissioners did order, adjudge, and decree all and every the said Messuages, Houses, Cottages, Lands, Tenements, and Premises, and the Possession and Inheritance thereof, unto and to the Use of Thirteen Persons therein named, (then Inhabitants within the said Town of *Sheffield*,) and of their Heirs and Assigns for ever, in Trust nevertheless for the charitable Uses and Purposes aforesaid: And whereas the Repair of the said Bridge called *Lady Bridge*, and the cleansing and keeping in order of the said Pond or Pool called *Barker's Pool*, and the repairing of Causeways and Highways, have long ago ceased to be charged upon the said Trust Estates: And whereas under and by virtue of the said Deed and Decree of the Commissioners for Charitable Uses, and of a Decree and Order of the High Court of Chancery, bearing Date respectively the Fifteenth Day of *February* One thousand eight hundred and fourteen and the Twenty-sixth Day of *April* One thousand eight hundred and seventeen, made in a Cause between His then Majesty's Attorney General, Informant, and *John Greaves* and others, Defendants, and an Act passed in the Eighth Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for facilitating the Execution of certain Trusts for charitable and public Purposes within the Town of* Sheffield *in the County of* York, the said Messuages, Cottages, Houses, Lands, Tenements, and Hereditaments in the said Town of *Sheffield*, and other Property, have become vested in the several Persons herein-after named absolutely, in Trust to apply the Rents and Profits thereof for various charitable and public Uses within the said Town: And whereas a considerable Portion of the Rents and Profits of the said Messuages, Cottages, Houses, Lands, Tenements, and Hereditaments and other Property have heretofore from Time to Time been applied and disposed of by the Trustees for the Time being thereof of and for the said charitable and public Uses in the making and opening of new Streets or Thoroughfares, and in the widening and otherwise improving of the existing Streets or Thoroughfares, within the Town and Borough of *Sheffield* aforesaid, and in the purchasing of divers Lands, Tenements, and Hereditaments for those Purposes: And whereas it would be of great Benefit to the Inhabitants of the said Town of *Sheffield*, and to Persons resorting thereto, and to the Public at large, if a new Street or Thoroughfare were made from the West End of a certain Street in the said Town of *Sheffield* called *Queen Street*, to the East End of a certain other Street in the said Town called *Scotland Street*, and also if the several existing Streets or Thoroughfares within the Borough of *Sheffield* aforesaid commonly called *Snig Hill*, *Trippett Lane*, and *Pinfold Lane*, *Carver Street*, *Gibraltar Street*, *Townhead Street*, and *Tenter Street*, *Coulson Street*, *Holly Street*, *Campo Lane*, *South Street*, *Union Street*, and *Coalpit Lane*, *Baker's Hill*, *Pond Street*, and *Shude Hill*, *Norfolk Street*, and *Market Street*, and *Pinstone Street* respectively, and which are in some Parts thereof respectively narrow, dangerous, and inconvenient, were widened, altered, and improved, and if Power were granted to the said Trustees out of the Funds of the said Charity or Trust to purchase and take Houses, Buildings, Lands, and other Hereditaments

8 G. 4. c. 33.

ments for the Purposes aforesaid; but the said several beneficial Objects of Improvement cannot be effected without the Aid and Authority of Parliament: And whereas *Vincent Henry Eyre, Benjamin Withers, Thomas Asline Ward, William Battie, William Fisher, Thomas Pearson, John Rodgers, Michael Ellison, Samuel Bailey, Samuel Hadfield, Joseph Levick* the younger, *John Wilson Hawksworth*, and *William Vickers* are the present Trustees of and for the charitable and public Uses aforesaid: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's Most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall be lawful for the said *Vincent Henry Eyre, Benjamin Withers, Thomas Asline Ward, William Battie, William Fisher, Thomas Pearson, John Rodgers, Michael Ellison, Samuel Bailey, Samuel Hadfield, Joseph Levick* the younger, *John Wilson Hawksworth*, and *William Vickers*, or any future or other Trustees of the said Charity and Trust, and they are hereby authorized and empowered, to make and carry the proposed new Street or Thoroughfare, commencing at the West End of *Queen Street* aforesaid and terminating at the East End of *Scotland Street* aforesaid, in, upon, over, or through the Messuages, Buildings, Lands, Tenements, and Hereditaments described in the First Schedule hereto annexed, and to make the said new Street of such Width as they the said Trustees shall think proper, not exceeding Forty Feet, and also to widen, alter, and improve, in such Manner as they shall think proper, the said several Streets or Thoroughfares within the Borough of *Sheffield* aforesaid commonly called *Snig Hill, Trippett Lane*, and *Pinfold Lane, Carver Street, Gibraltar Street, Townhead Street*, and *Tenter Street, Coulson Street, Holly Street, Campo Lane, South Street, Union Street*, and *Coalpit Lane, Baker's Hill, Pond Street*, and *Shude Hill, Norfolk Street*, and *Market Street*, and *Pinstone Street* respectively, and for that Purpose to make and carry the last-mentioned Alterations and Improvements in, upon, over, and through the Messuages, Buildings, Lands, Tenements, and Hereditaments described in the Second Schedule hereto annexed.

Trustees.

Trustees empowered to make a new Street and to widen other Streets.

II. And be it further enacted, That all such Part or Parts of the said Streets, Lanes, or Thoroughfares as shall not be required in effecting the Alterations and Improvements aforesaid for the Purpose of Carriage, Horse, or Foot Ways shall belong to and be vested in the Trustees for the Time being of the said Charity and Trust for the Purposes thereof, subject nevertheless as herein-after is mentioned.

Parts of Streets not required for the Alterations to be vested in the Trustees.

III. And be it further enacted, That in the Construction of this Act every Word importing the Singular Number only shall extend and be applied to several Persons or Things as well as One Person or Thing; and every Word importing the Plural Number shall comprise and be applied to One Person or Thing as well as several Persons or Things; and every Word importing the Masculine Gender only shall extend and be applied to a Female as well as a Male; and the Word "Lands" shall extend to Messuages, Lands, Tenements, and Hereditaments of any Tenure; and the Word "Corporation" shall

Construction of certain Words in the Act.

shall be understood to mean any Body Politic, Corporate, or Collegiate, Civil or Ecclesiastical, Aggregate or Sole; and where the Word "Trustees" is used the same shall be understood to mean the Trustees for charitable and public Purposes in the Town of *Sheffield*; unless in any of the Cases aforesaid it be otherwise specially provided, or there be something in the Subject or Context repugnant to such Construction.

Power to purchase Houses and Land.

IV. And be it further enacted, That it shall be lawful for the Trustees for the Time being of the said Charity and Trust, and they are hereby authorized and empowered, to treat and agree for the Purchase of, and out of the Funds of the said Charity and Trust to purchase and take, the several Messuages, Buildings, Lands, Tenements, and Hereditaments in the Town and Borough of *Sheffield* aforesaid mentioned and specified in the Schedules to this Act annexed, or so much or such Part or Parts thereof respectively as the said Trustees shall think necessary and proper to be taken and used for all or any of the Purposes of this Act, and any subsisting Leases, Terms, Estates, and Interests therein and Charges thereon respectively, and to take down or alter all or any of the said Messuages, Buildings, Tenements, and Hereditaments so to be purchased, or any Part thereof respectively, and to appropriate and set apart all or any or any Part of the Ground or Sites thereof respectively, and also all or any or any Part of the Land or Ground so to be purchased for the several Purposes of this Act.

Misnomer in describing the Premises not to retard the Execution of this Act.

V. Provided always, and be it further enacted, That if any of the Houses, Buildings, Lands, Tenements, or Hereditaments which are mentioned or described in the Schedules to this Act annexed, or any of the Owners or Lessees thereof, or of the Persons in whose Occupation or Possession the same or any Part thereof are or is stated or described to be, shall happen to be misnamed or inaccurately described, such Misnomer or inaccurate Description shall not prevent or retard the Execution of this Act, but the same Premises and every Part thereof shall and may be purchased, disposed of, appropriated, and applied to and for the Purposes of this Act as fully and effectually as if the same were properly named and described in the said Schedules, provided it shall appear to any Justice of the Peace for the West Riding of the County of *York*, and be certified in Writing under his Hand, that such Omission, Misnomer, or inaccurate Description proceeded from Mistake or erroneous Information, or that the real Owners, Lessees, or Occupiers of such Houses, Buildings, Lands, Tenements, or Hereditaments had previous Notice that the same respectively would be wanted for the Purposes of this Act.

Trustees may enter Lands, &c. to survey and value the same.

VI. And be it further enacted, That it shall be lawful for the Trustees for the Time being of the Charity and Trust aforesaid, and for their Surveyor or Surveyors, Officers and Workmen, from Time to Time, at all reasonable Times in the Day, upon giving in Writing for the first Time Twenty-four Hours, and afterwards from Time to Time Twelve Hours, previous Notice, to enter into and upon the said

said Messuages, Buildings, Lands, Tenements, and Hereditaments authorized to be taken and used as aforesaid, or any of them, for the Purpose of surveying or valuing the said Premises, without being deemed a Trespasser or Trespassers, and without being subject or liable to any Fine, Penalty, or Punishment on account of entering or continuing upon any Part or Parts of the said Messuages, Buildings, Lands, Tenements, or Hereditaments, for the Damages that shall be thereby occasioned.

The Streets when made and widened to be deemed public Streets.

VII. And be it further enacted, That the several Streets or Thoroughfares so to be made, widened, and altered as aforesaid shall, from and after the making, widening, and altering thereof respectively, be deemed public Streets and Highways, and shall be paved, kept in repair, and lighted in the same Manner and by the same Funds and Rates as the other public Streets and Highways within the said Town and Borough.

Corporations and Persons under legal Disability empowered to sell and convey Lands.

VIII. 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, Guardians, Trustees and Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Committees, and all Trustees and Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy after them, if incapacitated, unborn, or not to be found, and for and on behalf of their Wives, Wards, Lunatics, and Idiots respectively, and in the same Manner and to the same Extent as such Wives, Wards, Lunatics, and Idiots respectively could have done by Law under the Powers of this Act in case they had been sole, of full Age, and sound Mind, and for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons, and to and for all Femes Covert seised, possessed of, or interested in their own Right or entitled to Dower or other Interest, and for all other Persons whomsoever who are or shall be seised or possessed of or interested in any Lands authorized to be taken under the Powers of this Act, to contract for, sell, and convey the same, or any Part thereof, to the said Trustees; and all Conveyances for the Purposes of this Act shall be made at the Expence of the said Trustees, and may be in the Words or to the Effect following, or with such Variations, Covenants, or Conditions as the Number of the Parties and the Circumstances of the Case may render expedient; (that is to say,)

Form of Conveyance to Trustees.

'I of in consideration of
'the Sum of to me [*or, as the Case may be,*
'into the Bank of *England*, in the Name and with the Privity of the
'Accountant General of the Court of Exchequer, *ex parte* "The
'Trustees for charitable and public Purposes in the Town of
'*Sheffield*," *or* to *A.B.* of and *C.D.* of
'Trustees appointed to receive the same], pursuant to the Act after
'mentioned paid by the *Sheffield* Town Trustees [*or* said Trustees]
'in pursuance of an Act of Parliament passed in the

'Year of the Reign of Queen *Victoria*, intituled [*here insert the* '*Title of this Act*], do hereby convey [*or, in Cases of Copyhold or* '*Customary Lands requiring Surrender*, do hereby agree to surren-'der] to the said Trustees, their Successors and Assigns, all [*describ-*'*ing the Premises to be conveyed*], together with all Ways, Rights, 'and Appurtenances thereto belonging, and all such Estate, Right, 'Title, and Interest in and to the same and every Part thereof as I 'am or shall become seised, possessed of, or entitled to, or am by 'the said Act capacitated or empowered to convey, to hold the 'Premises to the said Trustees, their Heirs and Assigns for ever, 'according to the true Intent and Meaning of the said Act. In 'witness whereof I have hereunto set my Hand and Seal this 'Day of in the Year of our 'Lord .'

And all such Conveyances and Assurances as aforesaid shall be valid and effectual in Law, and shall operate to bar and destroy all Estates Tail and all Titles to Dower, and all other Estates, Rights, Titles, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever of and to the Lands in such Conveyances respectively comprised, which shall be purchased by the Payment of the Consideration Money mentioned in such Conveyance, and also to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Interest thereby conveyed or aliened, except where the said Trustees shall have express Assignments or other Dispositions made of such Terms for their Benefit, but although the said Terms shall be merged they shall in Equity afford the same or the like Protection and Priority as if they were assigned and kept on foot in Trust for the Trustees, and to attend the Reversion and Inheritance.

Mortgagees to convey to the Trustees.

IX. And be it further enacted, That all Persons and Corporations having any Mortgage on any Lands which shall be required to be taken for the Purposes of this Act (and whether entitled thereto in their own Right or in Trust for any other Person or Corporation, and whether in possession of such Lands by virtue of such Mortgage or not, and whether such Mortgage shall affect such Lands solely, or jointly with any other Lands which shall not be so required,) shall, on Payment or Tender by the said Trustees or by any Person by them authorized of the Principal Money and Interest due on such Mortgage, and the just Costs (if any) then due, together with the Amount of Six Calendar Months Interest on the said Principal Money, (which Tender and Payment the said Trustees are hereby authorized to make, and to deduct the same from any Sum agreed or directed to be paid for the Estate or Interest of the Party or Parties entitled to the Equity of Redemption of and in the Lands so mortgaged, in case the same shall be sufficient for the Purpose,) immediately convey, assign, and transfer the respective Interests of such Mortgagees in the Lands which shall be so required to the said Trustees, or to such Person as they shall appoint; and which Conveyance, Assignment, or Transfer may be of the like Form as the Conveyances by this Act directed or authorized to be used in Cases of Conveyance of Lands, or as near thereto as the Circumstances of the Case will permit, or in any other Form;

Form; or in case such Mortgagees shall have Notice in Writing from the said Trustees, or from the Party or Parties entitled to the Equity of Redemption of and in the same Lands, that they will pay off the Principal Money and Interest which shall be due on such Mortgage at the End of Six or less Number of Calendar Months, to be computed from the Day of giving such Notice, then at the End of such Six or less Number of Calendar Months, on Payment or Tender by the said Trustees of the Principal Money and Interest which would become due at the End of Six Calendar Months from the Time of giving such Notice, together with any just Costs then due, such Mortgagees shall convey, assign, and transfer their respective Interests in the Lands which shall be so required for the Purposes of this Act to the said Trustees, or as they shall direct; and in case any such Mortgagee shall refuse to convey, assign, or transfer as aforesaid, on such Payment or Tender respectively as aforesaid, then all Interest on every such Mortgage Debt, and all Claim and Right of every such Mortgagee thereto, shall from thenceforth cease and determine: Provided always, that in case any such Mortgagee shall, in either of the Cases aforesaid, neglect or refuse to convey, assign, or transfer as aforesaid, then upon Payment of the Principal Money and Interest, and the Costs (if any), due on any such Mortgage as aforesaid, into the Bank of *England*, at or at any Time after the End of Six Calendar Months from the Day of giving such Notice as aforesaid, or in lieu of such Notice, and in addition to the said other Monies, of Six Calendar Months Interest in advance, for the Use of such Mortgagee, at any Time after Tender of the Principal, Interest, and Costs, and Six Calendar Months Interest in advance as aforesaid, the Cashier of the said Bank shall give a Receipt for the said Money in like Manner as is by this Act directed in Cases of other Payments into the said Bank; and thereupon, or upon such Conveyance, Assignment, or Transfer by any such Mortgagee as aforesaid, all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of such Mortgagee, and of all Persons in Trust for him or for whom he shall be Trustee, shall vest in the said Trustees, and the said Trustees shall be deemed to be in the actual Possession of the Premises and Estate comprised in such Mortgage, or so much thereof as shall be required for the Purposes of this Act, to all Intents and Purposes whatsoever.

As to Cases where Mortgage Money is more than the Value of the Land, or where a Part only of the Land is taken.

X. And be it further enacted, That in all Cases in which any Lands subject to any Mortgage shall be required for the Purposes of this Act, which Lands shall be of less Value than the Principal Monies, Interest, and Costs secured thereon, or in which a Part only of the Lands subject to any Mortgage shall be required for the Purposes of this Act, and such Part shall be of less Value than the Principal Monies, Interest, and Costs secured on such Lands, and the Mortgagee thereof shall not consider the remaining Part of such Lands to be a sufficient Security for the Money charged thereon, or shall not be willing to release the Part required for the Purposes of this Act from the Principal or Mortgage Money, and all Interest due and to become due thereon, and all Costs, the Value of such Lands, or, as the Case may be, of such Part of the said Lands as shall be so required for the Purposes aforesaid, and also the Compensation (if any) for any Damage done in respect of the Part so required, shall be settled and agreed upon by and between such Mortgagee and the Person

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

Corporations and Persons empowered to agree for Satisfaction and Compensation.

XI. And be it further enacted, That all Corporations and other Persons by this Act capacitated to sell and convey any Lands, or to sell and convey any other Rights or Interests in Lands, and the respective Owners, Lessees, and Occupiers of any Lands required for the Purposes of this Act, may agree to accept and receive, and may (subject to such Restrictions as in this Act are contained as to the Payment thereof) accept and receive, Satisfaction for the Value of such Lands, or of the Interest therein by them conveyed, and also Compensation for and on account of any Damage occasioned to such Lands by reason of the severing or dividing of the same, or by reason

or on account of the Execution of any of the Works by this Act authorized, and also for and on account of any Damage, Loss, or Inconvenience which may be sustained by such Corporations or other Parties by reason of the Execution of any of the Powers of this Act, in such gross Sums as shall be agreed upon between the said Owners, (including Persons hereby capacitated as aforesaid,) Lessees, and Occupiers respectively, and the said Trustees; and in case the said Trustees and the said Parties respectively shall not agree as to the Amount or Value of such Purchase Money, Satisfaction, or Compensation, the same respectively, or either of them concerning which they do not so agree, shall be ascertained and settled by the Verdict of a Jury, if required, as herein-before is directed.

Rents reserved by Leases to be apportioned.

XII. And be it further enacted, That in all Cases in which a Part only of any Lands comprised in any Lease or Agreement for a Lease for a Term of Years unexpired shall be required for the Purposes of this Act, the Rent payable in respect of the Lands comprised in such Lease or Agreement for Lease shall be apportioned between the Lands required for the Purposes of this Act and the Residue of such Lands; and such Apportionment shall, in case the same shall not be settled by Agreement between the Parties, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in case such Apportionment shall be settled by Agreement between the Parties, such Agreement shall be made with, and shall not be valid without, the Consent and Approbation of the Lessor from whom such Lands are holden or agreed to be holden; and after such Apportionment the Tenant or Lessee of the Lands comprised in such Lease or Agreement for Lease shall, as to all future accruing Rents, be liable only to so much of the Rents reserved in such Lease or Agreement for Lease as shall have been apportioned in respect of the Lands not required for the Purposes of this Act, and the Lessor of the said Lands shall have all such and the same Remedies for the Recovery of the Rents so apportioned in respect of the Lands not required for the Purposes of this Act as before such Apportionment he had or was entitled to in respect of the Rent reserved or agreed to be reserved in such Lease or Agreement for Lease; and such Apportionment shall not prejudice or affect any of the Covenants, Conditions, or Agreements in such Lease or Agreement for Lease contained, so far as the same relate to the Lands comprised in such Lease or Agreement for Lease, and not required for the Purposes of this Act, but the same shall, as to such last-mentioned Lands, but not further or otherwise, continue in full Force and Operation.

In case the Parties refuse or are incapable to treat, the Amount of Satisfaction and Compensa-

XIII. And for settling all Differences which may arise between the said Trustees and the several Owners and Occupiers of or Persons or Corporations interested in any Lands which may be taken, used, damaged, or injuriously affected by the Execution of any of the Powers hereby granted; be it further enacted, That if any Corporation, Trustee, or other Person so interested or entitled and capacitated to

tion to be settled by a Jury.

to sell, contract, or convey as aforesaid, shall not agree with the said Trustees as to the Amount of such Purchase Money or Satisfaction or other Compensation as aforesaid; or if any of such Parties shall refuse to accept such Purchase Money or Satisfaction or other Compensation as aforesaid as shall be offered by the said Trustees, and shall give Notice thereof in Writing to the said Trustees within One Calendar Month next after such Offer shall have been made, and the Party giving such Notice shall therein request that the Matter in dispute may be submitted to the Determination of a Jury; or if any of such Parties as aforesaid shall, for the Space of One Calendar Month next after Notice in Writing shall have been given to him, or in case of any Corporation to the Clerk, Agent, or principal Officer of any such Corporation, either personally or by being left at his Place of Abode, neglect or refuse to treat or shall not agree with the said Trustees for the Sale and Conveyance of the respective Estates and Interests which they respectively are hereby capacitated to convey, or shall by reason of Absence be prevented from treating, or shall by reason of any Impediment or Disability be incapable of making such Agreement or Conveyance as shall be necessary or expedient for enabling the said Trustees to take such Lands and to proceed in making the said new Street and other Works aforesaid, or shall not disclose and prove the State of Title to the Premises of which they respectively may be in possession, or the Share, Interest, or Charge which they may claim to be entitled unto or interested in, in case they shall be required by the said Trustees to do so, or in any other Case where Agreement for Compensation for Damages incurred in the Execution of any of the Powers of this Act cannot be made, then and in every such Case the said Trustees shall and they are hereby required from Time to Time to issue a Warrant under the Hands and Seals of Three at least of the said Trustees to the Sheriff of the County of *York*, or in case the said Sheriff or his Under Sheriff shall be One of the said Trustees, or enjoy any Office of Trust or Profit under the said Trustees, or shall be in anywise interested in the Matter in question, then to any of the Coroners of the said County not interested as aforesaid, or if all the Coroners shall be so interested then to some Person then living in the said County who shall have filled the Office of Sheriff or Coroner in the said County and be free from personal Disability, and not interested as aforesaid (a Person having more recently served either Office being always preferred), commanding such Sheriff, Coroner, or other Person to impannel, summon, and return, and the said Sheriff, Coroner, or other Person is hereby accordingly empowered and required to impannel, summon, and return, a Jury of at least Twenty-four sufficient and indifferent Men qualified according to the Laws of this Realm to be returned for Trials of Issues in Her Majesty's Courts of Record at *Westminster;* and the Persons so to be impannelled, summoned, and returned are hereby required to appear before the said Sheriff, Under Sheriff, Coroner, or other Person at such Time and Place as in such Warrant shall be appointed, and to attend from Day to Day until duly discharged; and out of such Persons so to be impannelled, summoned, and returned a Jury of Twelve Men shall be drawn by the said Sheriff, Under Sheriff,

Coroner, or other Person, or by some other Person to be by them respectively appointed, in such Manner as Juries for Trials of Issues joined in Her Majesty's Courts of Record at *Westminster* are by Law directed to be drawn; and in case a sufficient Number of Jurymen shall not appear at the Time and Place so to be appointed as aforesaid, such Sheriff, Under Sheriff, Coroner, or other Person shall return other honest and indifferent Men of the Standers-by or of others that can speedily be procured (being so qualified as aforesaid) to make up the said Jury to the Number of Twelve, and all Parties concerned may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required, on Request in Writing by either Party, to summon before him all Persons who shall be thought necessary to be examined as Witnesses touching the Matters in question, and may order and authorize such Jury, or any Six or more of them, to view the Place or Matter in controversy, and such Jury shall upon their Oaths, or (being Quakers) upon their solemn Affirmations, (which Oaths and solemn Affirmations, as well as the Oaths and Affirmations of all Persons who shall be called upon to give Evidence, the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to administer,) inquire of and assess and give a Verdict for the Sum or Sums of Money to be paid for the Purchase of such Lands, (except for such Interest therein as shall have been of Right purchased by the said Trustees from any other Person or Corporation,) and also the separate and distinct Sum or Sums of Money to be paid by way of Satisfaction or Compensation either for the Damages which shall before that Time have been done or sustained as aforesaid, or for the future temporary or perpetual or for any recurring Damages to be so done or sustained as aforesaid, and the Cause or Occasion of which shall have been in part only obviated, removed, or repaired by the said Trustees, and which cannot or will not be further wholly obviated, removed, or repaired by them; and the said Sheriff, Under Sheriff, Coroner, or other Person shall accordingly give Judgment for such Purchase Money, Satisfaction, or Compensation as shall be assessed by such Jury: Provided always, that not less than Seven Days Notice in Writing of the Time and Place at which such Jury are so required to be returned shall be given by the said Trustees to the Party with whom any such Controversy shall arise, by personally serving or leaving such Notice at the Dwelling House of the Person or the Clerk or Agent or principal Officer of any such Corporation: Provided also, that in all such Cases the Party claiming such Satisfaction or Compensation shall be the Plaintiff, and shall be entitled to all such Advantages and Privileges as Plaintiffs are in Actions tried in any of Her Majesty's Courts of Record at *Westminster* by Law entitled.

Value of Land and Compensation for Damages to be ascer-

XIV. And be it further enacted, That on ascertaining the Money to be paid for the Purchase of any Lands to be taken for the Purposes of this Act, the Jury shall also ascertain and assess the Compensation and Satisfaction to be made by the said Trustees for any Damages

tained separately.

Damages which shall or may be sustained by any Persons interested in such Lands, for or by reason of the severing or dividing the same from other Lands whereof, wherein, or whereto any such Persons as aforesaid shall be seised, possessed, or entitled, and also for or on account of any Damage, Loss, or Inconvenience whatsoever which shall or may accrue to or be sustained by such Persons by reason of the Execution of any of the Powers of this Act, such Damages, Compensation, and Satisfaction to be settled and ascertained separately and distinctly from the Value of the Lands so to be taken as aforesaid.

Verdicts to be recorded by the Clerk of the Peace.

XV. And be it further enacted, That the said Verdicts and Judgments, being first signed by the said Sheriff, Under Sheriff, Coroner, or other Person presiding at the taking of such Verdict and pronouncing of such Judgment respectively, shall be kept by the Clerk of the Peace for the West Riding of the County of *York* amongst the Records of the Quarter Sessions for the said Riding, and shall be deemed Records to all Intents and Purposes, and the same or true Copies thereof shall be allowed to be good Evidence in all Courts whatsoever; and all Persons shall have Liberty to inspect the same, paying to such Clerk of the Peace for such Inspection the Sum of One Shilling, and shall be entitled to be furnished with Copies thereof, paying to the said Clerk of the Peace for every Copy after the Rate of Sixpence for every One hundred Words.

Penalty on Sheriff or his Substitute or Jurors or Witnesses making default.

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

XVII. And

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

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

Expences of Jury and Witnesses how to be paid.

XVIII. And be it further enacted, That in every Case in which the Verdict of a Jury shall be given for the same or a greater Sum than shall have been previously offered by the said Trustees for the Purchase of any Lands to be used or taken by them for the Purposes of this Act, or as Compensation or Satisfaction for any Damage or Loss which may happen or arise in or be occasioned by the Execution of any of the Powers of this Act, all the Costs, Charges, and Expences incurred in summoning, impannelling, and returning such Jury, taking such Inquisition, and the Attendance of Witnesses, and recording the Verdict or Judgment thereon, and otherwise incident to the said Inquisition, and the Expences of the Bond to be given as herein-after mentioned by the Party requiring the Jury to be summoned, shall be borne by the said Trustees; and such Costs, Charges, and Expences shall be settled and determined by the said Sheriff, Under Sheriff, Coroner, or other Person as aforesaid; and in case such Costs, Charges, and Expences shall not be paid to the Party entitled to receive the same within Seven Days after the same shall have been demanded the same shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the said Trustees, (unless the Treasurer or other Officer of the said Trustees shall pay such Costs, Charges, and Expences out of any Monies received by him by virtue of this Act, and which he is hereby authorized to do,) under a Warrant to be issued for that Purpose by any Justice of the Peace acting within his Jurisdiction and not interested in the Matter in question, which Warrant such Justice is hereby authorized and required to issue under his Hand and Seal on Application made to him for that Purpose by any Party entitled to receive such Costs, Charges, and Expences; but if the Verdict of the Jury shall be given for a less Sum than shall have been previously offered by or on the Behalf of the said Trustees, one Moiety of the said Costs, Charges, and Expences, to be settled and determined as aforesaid, shall be defrayed by the Party with whom the said Trustees shall have such Controversy or Dispute, and the remaining Moiety shall be defrayed by the said Trustees; and the former Moiety of such Costs, Charges, and Expences, having been ascertained and settled in manner herein-before mentioned, shall and may be deducted out of the Money awarded to be paid to such Party as aforesaid as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of such Money shall be deemed

and taken to all Intents and Purposes to be a good Payment or Tender and Satisfaction of the whole thereof.

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

XIX. And be it further enacted, That all Parties with whom the said Trustees shall have any Dispute respecting Damages, and who shall require a Jury to be summoned as aforesaid, shall, before the said Trustees shall be obliged to issue their Warrant for summoning such Jury, enter into a Bond to the said Trustees in a Penalty of Two hundred Pounds to prosecute their Complaint, and to bear and pay their Proportion of the Costs and Expences of summoning, impannelling, and returning such Jury, taking such Inquisition, and of the Attendance of Witnesses, and recording the Verdict or Judgment thereon, and otherwise incidental to such Inquisition, in case any Part of such Costs and Expences shall fall upon them.

Demand of Compensation for Loss or Injury to be made before any Proceedings taken.

XX. And be it further enacted, That the said Trustees shall not be obliged, nor shall any Jury to be summoned by virtue of this Act be allowed, without the Consent of the said Trustees, to receive or take notice of any Complaint to be made by any Party for any Loss, Injury, or Damage by him sustained or supposed to be sustained in consequence of the Execution of any of the Powers of this Act, unless after Application by the Trustees, setting forth this Provision, Notice in Writing by the Clerk or Treasurer or other proper Officer of the Corporation, or by the Person making such Complaint, stating the Particulars of such Loss or Injury, and the Amount of the Compensation claimed in respect thereof, shall have been given by such Corporation or Person to the said Trustees within Two Calendar Months next after the Time of such supposed Loss or Injury having been sustained, or after the doing or committing thereof shall have ceased, and Thirty Days before the summoning of such Jury.

Damages under 20*l.* may be settled by Justices;

how to be recovered in case of Default.

XXI. And be it further enacted, That in case any Difference shall arise between the said Trustees and any of the Owners or Occupiers of the Lands to be taken or used for the Purposes of this Act as to the Amount or Value of the Damages done by the said Trustees, their Deputies, Engineers, Contractors, Servants, Agents, or Workmen, to such Lands in the Execution of any of the Powers of this Act, and such Difference cannot be adjusted and settled between the said Parties, the same shall, in case the Amount of Damages claimed does not exceed the Sum of Twenty Pounds, be ascertained and determined by some One or more Justice or Justices of the Peace for the County, Riding, or Place in which such Lands shall lie, who, upon Application made to him or them by both or either of the said Parties, shall examine into the Matter in dispute, and shall determine and settle the Amount of Compensation which shall be payable by the said Trustees; and in case of Nonpayment thereof within Seven Days after the same shall have been demanded, such Amount shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the said Trustees, under a Warrant to be issued for that Purpose by such Justice or Justices.

XXII. And

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

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

1 G. 4. c. 35.

to

to be purchased and settled in case the same had been so purchased and settled.

When less than 200*l.* and not less than 20*l.*

XXIII. And be it further enacted, That if any Money so agreed or awarded to be paid as last herein-before is mentioned shall be less than the Sum of Two hundred Pounds, and shall amount to or exceed the Sum of Twenty Pounds, then the same shall, at the Option of the respective Parties for the Time being entitled to the Rents and Profits of the Lands in respect whereof such Money shall be so awarded or agreed to be paid, or of their respective Husbands, Guardians, or Committees, in case of Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity, with the Approbation of the said Trustees, signified in Writing under the Hands of at least Three of the said Trustees, be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, and be placed to his Account as last aforesaid, to be applied in manner last herein-before directed; or otherwise the same may be paid, at the like Option and with the like Approbation, to Two Trustees, to be nominated by the respective Parties exercising such Option, (such Nomination to be approved of by the said Trustees,) and such Nomination and Approbation to be signified in Writing under the Hands of the nominating Parties, and under the Hands of Three at least of the said *Sheffield* Town Trustees; and the Money so paid to such Trustees, and the Dividends and Produce so arising thereon and therefrom, shall be by such Trustees applied in like Manner as herein-before directed with respect to the Money so to be paid into the Bank of *England* in the Name of the Accountant General of the Court of Exchequer, but without being required to obtain any Order of the said Court touching the Application thereof.

When less than 20*l.*

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

In case of not making out Titles, or of Absence or Refusal to convey, the Money to be paid into the Bank.

XXV. And be it further enacted, That in case any Party to whom any Sum of Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken under or by virtue of the Powers of this Act, or for any other Right or Interest to, in, or affecting any such Lands, or otherwise for Compensation or Satisfaction as aforesaid, shall refuse or neglect to accept the same, or shall refuse, neglect, or be unable to make a Title to such Lands to the Satisfaction of the said Trustees for the Purposes of this Act, or shall be absent from *England*, or cannot be conveniently found, or if any Party entitled unto or by this Act capacitated to convey any such Lands, Right, or Interest be not known or discovered, or be absent

from *England*, or shall refuse to convey the same, then and in every such Case, where not otherwise provided by this Act, it shall be lawful for the said Trustees to order the Money so agreed or awarded as aforesaid to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands, (describing them, so far as the said Trustees can do so,) subject to the Control and Disposition of the said Court; which said Court, on the Application of any Party making claim to such Money, or any Part thereof, by Petition, is hereby empowered, in a summary Way of proceeding or otherwise, as to such Court shall seem meet, to order the same to be laid out and invested in the Public Funds, and to order Distribution thereof, or Payment of the Dividends thereof, according to the respective Estates, Titles, or Interests of the Parties making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem proper; and the Cashier of the Bank of *England* who shall receive such Money is hereby required to give to the said Trustees, or to the Party so paying any Money into the Bank of *England* under or pursuant to this Act, a Receipt for such Money, mentioning and specifying therein for what and for whose Use (described as aforesaid) the same is received, and in respect of what Purchase the same has been so paid in.

In case of disputed Title Persons in possession to be deemed presumptively entitled.

XXVI. And be it further enacted, That where any Question shall arise in reference to the Provisions aforesaid, or otherwise upon this Act, touching the Title of any Party to any Lands or to any Interest in any Lands, or to any Compensation in respect of any Damage done to any Lands, or to any Money to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer in pursuance of this Act for the Purchase of any Lands, or of any Estate, Right, Title, or Interest in any Lands to be taken or used in pursuance of this Act, for the Purposes aforesaid, or for Compensation or Satisfaction as aforesaid, or to any Annuities or Securities to be purchased with any such Money as aforesaid, or to the Dividends or Interest of any such Annuities or Securities, the Parties respectively who shall have been in possession or receipt of the Rents or Profits of such Lands at the Time of taking or using the same, and all Corporations or Persons claiming under such Parties, or under or consistently with the Possession of such Parties, shall be deemed to have been lawfully entitled to such Lands or to such Interest therein, or to such Money as aforesaid, according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court; and the Dividends or Interest of the Annuities or Securities to be purchased with such Money, and also the Capital of such Annuities or Securities, shall be paid, applied, and disposed of accordingly.

Court of Exchequer may order reasonable Expences of Purchases and Costs to

XXVII. And be it further enacted, That where by reason of any Disability or Incapacity of any Person or Corporation entitled to any Lands or Hereditaments to be purchased, taken, or used under the Authority of this Act, or from any other Cause except the wilful Refusal of such Corporation or Person to convey the said Lands and

be paid by the Trustees.

Hereditaments, or to accept the Purchase or Compensation Money herein-after mentioned, the Purchase Money for any Lands or Hereditaments, or any Money to be paid by way of Recompence or Compensation for any Damage or Injury done to the same, shall be required to be paid into the Bank of *England*, it shall be lawful for the said Court of Exchequer to order the reasonable Costs, Charges, and Expences attending any such Purchase, taking, or using of Land, or which may be incurred in consequence thereof, and also all the Costs, Charges, and Expences of the Investment of such Purchase or Compensation Money in Government or Real Securities, and of the Reinvestment of the same, or the Government or Real Securities purchased therewith, in the Purchase of other Lands and Hereditaments, together with the necessary Costs, Charges, and Expences of obtaining the proper Orders, and of all other Proceedings for such Purposes, except such as may be occasioned by Litigation between Claimants, and for the Payment of the Dividends and Interest of the Government or Real Securities upon which such Purchase or Compensation Money may be invested, and for the Payment out of Court of the Principal of such Purchase or Compensation Money or of the Government or Real Securities aforesaid, to be paid by the said Trustees, and the said Trustees shall from Time to Time pay such Sums of Money for the Costs, Charges, and Expences herein-before mentioned as the said Court shall direct.

Expences of Titles to be paid by the Trustees.

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

Expence of the said Trustees, to produce or cause the Production of the Title Deeds relating to the said Lands, when required by the said Trustees so to do, without furnishing any Abstract of his Title.

How such Expences are to be ascertained.

XXIX. And be it further enacted, That if the said Trustees and the Parties aforesaid cannot agree as to the Amount of such Costs, Charges, and Expences the same shall be ascertained by the said Court of Exchequer, and it shall be lawful for the said Court, on Petition to be presented by the said Trustees, to order and direct that such Costs, Charges, and Expences shall be referred to One of the Masters of the said Court to be taxed in the usual Manner, and such Order shall be served on the Party aforesaid, who shall be at liberty to proceed under the same; and after Taxation thereof it shall be lawful for the said Court to order and direct the Amount of such Costs, Charges, and Expences so taxed, together with the Costs, Charges, and Expences attending the Taxation thereof, or so much of the same as shall be payable by the said Trustees to the Party from whom such Lands shall have been purchased or taken, to be paid to the Party aforesaid: Provided always, that the said Trustees shall not be at liberty to enter into possession of the Lands so purchased or taken until an Order shall have been made for the Taxation of the said Costs, Charges, and Expences, and the said Trustees shall have deposited the Sums claimed in respect of the same in the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account there *ex parte* "The *Sheffield* Town Trustees," pursuant to the Method prescribed by the herein-before mentioned Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, which Sums shall be applied under the Order of the said Court in Payment of the said Costs, Charges, and Expences: Provided also, that the Expence of determining such Costs, Charges, and Expences as aforesaid, and of obtaining the Order or Orders referring the same to be taxed, shall be paid and borne by the said Trustees unless One Sixth Part of the said Costs, Charges, and Expences shall be disallowed, in which Case the said Expence shall be paid and borne by the Party from whom the said Lands were purchased or taken, and the Amount thereof may then be paid to the said Trustees out of the said Sum so deposited by them as aforesaid.

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

XXX. And be it further enacted, That upon Payment or legal Tender of such Money as shall have been agreed upon between the Parties or awarded by a Jury or Justices in manner aforesaid for the Purchase of any Lands, or of any Estate or Interest in any Lands, to the respective Proprietors of such Lands or other Persons entitled according to the Provisions of this Act to receive such Money, within Three Calendar Months next after the same shall have been so agreed upon or awarded, or whenever any of the respective Cases shall happen wherein such Money is herein-before authorized or directed to be paid into the Bank of *England*, then upon Payment into the Bank of *England* in manner in such Case herein-before authorized or directed it shall be lawful for the said Trustees immediately to enter upon such Lands, and thereupon such Lands, and the Fee

Fee Simple and Inheritance thereof, together with the Interest of all Parties therein paid for by such Payment as aforesaid, shall thenceforth be vested in and become the sole Property of the said Trustees to and for the Purposes of this Act, and the said Trustees shall not be bound to see to the Application of any such Purchase Money; and such Payment or Tender and Conveyance as herein-before mentioned, or such Deposit in the Bank of *England* as aforesaid, shall not only bar all Right, Title, Interest, Claim, and Demand of every such Party, but shall also bar all Dower and all Estates Tail and other Estates in Reversion and Remainder, and all Rights, Titles, Limitations, and Trusts whatsoever of and in the said Lands so paid for as aforesaid: Provided nevertheless, that before such Payment, Tender, or Deposit in the Bank of *England* as aforesaid shall have been made it shall not be lawful for the said Trustees, or for any Person acting under their Authority, to enter upon such Lands for any of the Purposes of this Act, save for the Purpose of surveying or valuing the same for the Purposes of this Act, without the previous Consent of the Owners and Occupiers thereof respectively.

Tenants at Will, for a Year, or from Year to Year, to deliver up Possession on Six Calendar Months Notice.

XXXI. And be it further enacted, but without Prejudice to any other Powers herein contained under which the said Trustees may take possession of Land for the Purposes of this Act at any different Period or on different Terms, That all Tenants at Will, for a Year, or from Year to Year, and other Persons in possession of any Lands which shall be intended to be taken or used for the Purposes of this Act, and who shall have no greater Interest in the Lands than as Tenants at Will, or for a Year, or as Tenants from Year to Year, shall respectively deliver up the Possession of such Lands to the said Trustees, or to such Persons as they shall appoint to take possession of the same, at the Expiration of Six Calendar Months next after Notice to that Effect shall have been given by the said Trustees to such respective Tenants or Persons in possession, or left upon the said Lands (whether such Notice be given with reference to the Time of the Commencement of such Tenant's Holding or not, and whether such Notice be given before or after the said Lands shall be purchased by the said Trustees, or at such Time after the Expiration of Six Calendar Months from the giving or leaving of such Notice as they shall be respectively required); and in case any such Tenant or Person so in possession as aforesaid shall refuse to deliver up such Possession as aforesaid, or in case any Owner, Occupier, or Tenant of such Lands, other than and besides such as are herein-before last described, shall refuse to deliver up Possession of such Lands to the said Trustees after the Time herein-before appointed for the said Trustees to enter thereupon, it shall be lawful for the said Trustees, under the Hands and Seals of Two at least of such Trustees, to issue their Precept to the Sheriff of the County of *York* to deliver Possession thereof to such Person as shall in such Precept be nominated to receive the same, and the said Sheriff is hereby required to deliver Possession of the said Lands accordingly, and to levy and satisfy such Costs as shall accrue by or on account of the issuing and Execution of such Precept on the Person so refusing to deliver Possession by Distress and Sale of his Goods and Chattels.

XXXII. And

Compensation to be made for Interest of Tenants to be settled by a Jury in case of Dispute.

XXXII. And be it further enacted, That where any such Tenant shall be required to deliver up the Possession of any Lands so occupied by him before the Expiration of his Term therein, and such Tenant shall, within Seven Days after Application by the said Trustees, setting forth this Provision, give the said Trustees Notice in Writing stating the Period of such unexpired Term or Interest, the said Trustees shall and they are hereby required to make or tender to such Tenant, before they shall issue their Precept to the Sheriff to give Possession of the Lands in the Occupation of such Tenant, Satisfaction or Compensation for the Value of his actual unexpired Term in the said Premises, which Satisfaction or Compensation, in case of Difference, shall be ascertained and determined in the same Manner as any other Satisfaction or Compensation for any Lands to be taken or used under the Authority of this Act is by this Act directed to be made or determined.

Persons holding under Leases to produce the same.

XXXIII. And be it further enacted, That in all Cases in which any Party shall claim any Satisfaction or Compensation for or in respect of any unexpired Term or Interest which he shall claim to be possessed of or entitled unto in any Lands to be taken or used under the Authority of this Act, under or by virtue of any Demise or Lease, or Agreement for Demise or Lease or Grant thereof, the said Trustees are hereby authorized to require such Party to produce or show the Lease or Demise, or Agreement for Lease or Demise or Grant, in respect of which such Claim to Satisfaction or Compensation shall be made, or the best Evidence thereof in his Power; and if such Lease or Demise, or Agreement for Lease or Demise or Grant, or such best Evidence, shall not be produced and shown within Twenty-one Days after Demand made by the said Trustees, the Party claiming such Compensation or Satisfaction shall be considered and treated as holding only from Year to Year.

Sheriffs may be authorized to deliver Possession of Lands required.

XXXIV. and be it further enacted, That in all Cases where by this Act the said Trustees are authorized or empowered to enter upon any Lands required for the Purposes of this Act, and the Owner or Occupier of the said Lands, or any other Person, shall refuse to give up the Possession thereof, or shall hinder or prevent the said Trustees from entering upon or taking possession of the same, it shall be lawful for the said Trustees to issue their Precept to the Sheriff of the said County to deliver Possession of the said Lands to such Person as shall in such Precept be nominated to receive the same; and the said Sheriff is hereby required to deliver Possession of the said Lands accordingly, and to levy and satisfy such Costs as shall accrue upon or by reason of the issuing and Execution of such Precept on the Person so refusing to give Possession, or hindering or preventing the said Trustees from entering upon or taking possession of the same, by Distress and Sale of his Goods and Chattels.

Trustees to sell Lands not wanted for the Purposes of Act.

XXXV. And whereas by means of the Purchases which the said Trustees are empowered to make by virtue of this Act they may happen to be seised of more Lands than will be necessary for effecting the Purposes of this Act, or of Lands not applicable to the Purposes

Purposes hereof; be it therefore enacted, That it shall be lawful for the said Trustees and they are required, within Ten Years after the passing of this Act, to sell any such Lands, or any Estate or Interest purchased by the said Trustees in such Lands or any Part thereof, either together or in Parcels, by public Auction or private Contract, or partly by public Auction and partly by private Contract, and for such Price as they shall deem most convenient and think fit, and by any Deed duly executed to convey and assure the same to the Purchaser thereof, or as he may request; and all such Conveyances from the said Trustees shall be valid and effectual, any thing in this Act contained, or any Law, Statute, or Custom to the contrary notwithstanding: Provided always, that the said Trustees, before they shall dispose of any such Lands, shall first offer to sell the same to the Persons whose Lands shall immediately adjoin the Lands so proposed to be sold, and who shall be in *England* and conveniently to be found, and capable of entering into a Contract for the Purchase thereof; and all Persons and Corporations hereby capacitated to sell in like Manner shall be and are hereby capacitated to purchase of the said Trustees; and every such Person, in case he shall be desirous of purchasing the same Lands, shall signify such his Desire and Intention in that Behalf to the said Trustees in Writing within Ten Days after such Offer of Sale shall have been made by Notice in Writing given to or left for him at his last known or usual Place of Abode; and in case such Persons shall decline or neglect to avail themselves of such Offer, or shall neglect so to signify their Desire and Intention to purchase such Lands, for the Space of Ten Days after such Offer shall have been made, the Right of Pre-emption of every such Person so declining or neglecting in respect of such Lands included in such Offer shall cease; and a Declaration made before a Master or Master Extraordinary in the High Court of Chancery, or before a Justice of the Peace for the County or Place where such Lands may be situate, by some Person not interested in the said Lands, stating that at the Time such Lands shall have been sold the Person entitled to such Right of Pre-emption was not in *England*, or was not to be found, or was not capable of entering into a Contract for the Purchase of such Lands, or that such Offer was made by or on behalf of the said Trustees and was refused or was not accepted or agreed to (as the Case may be) by the Person to whom the same was made within Ten Days from the Time of making the same, shall in all Courts and on all Occasions whatever be conclusive Evidence and Proof of the Facts therein stated; and in case such Person shall be desirous of purchasing the same, and he and the said Trustees shall not agree with respect to the Price thereof, then the Price shall be ascertained by a Jury in manner by this Act directed with respect to the disputed Value of Lands to be taken by the said Trustees; and the Expence of hearing and determining such Difference shall be borne and paid in like Manner as in this Act is directed with respect to the disputed Value of Lands to be taken or used by the said Trustees as aforesaid, *mutatis mutandis*; and the Money produced by the Sale which may be made by the said Trustees of any such Lands as aforesaid shall be applied to any of the Purposes to which the Fund in the Hands of the said Trustees shall from Time to Time be by Law applicable.

XXXVI. And

If Land not sold within Time limited, the same to vest in the Owners of adjoining Lands.

XXXVI. And be it further enacted, That if the said Trustees shall not within the Time herein-before limited have sold such Parts of the Lands purchased by them as shall not be wanted for the Purposes of this Act, then and in such Case such last-mentioned Lands shall vest in the Owners for the Time being of the Land adjoining that which shall not have been sold, in manner following; that is to say, one Moiety in the Owners of the Land on the one Side thereof, and the other Moiety in the Owners of the Land on the other Side thereof.

Receipts for Money paid to the Trustees.

XXXVII. And be it further enacted, That upon Payment of the Money which shall arise by the Sale of any Lands authorized by this Act to be sold by the said Trustees, or upon Payment to the said Trustees of any other Money under this Act, it shall be lawful for the Majority of the Trustees for the Time being to sign and give Receipts for the Money so paid, which Receipts shall be sufficient Discharges to all Persons for the Purchase Money for such Lands as shall be so sold, or for such other Sums of Money as in such Receipts respectively shall be expressed to be received, and such Persons shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase or other Monies, or any Part thereof respectively.

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

XXXVIII. And be it further enacted, That in all Conveyances to be made by the said Trustees under or in pursuance of this Act the Word "grant" shall operate as and be construed and adjudged in all Courts of Judicature to be express Covenants to or with the respective Grantees therein named, and the Successors, Heirs, Executors, Administrators, or Assigns of such Grantees, according to the Quality or Nature of such Grantees Interest therein, and the Estate or Interest therein expressed to be thereby conveyed by or from the said Trustees, for themselves, their Heirs and Assigns, and that they the said Trustees, notwithstanding any Act and Default done by them, were at the Time of the Execution of such Conveyances seised of or entitled to the Lands thereby granted for an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances done or occasioned by them, or otherwise for such Estate or Interest as therein expressed to be thereby granted, free from Incumbrances done or occasioned by them, that the Purchasers thereof, their Heirs and Assigns, Successors and Assigns, or Executors, Administrators, and Assigns, (as the Case may be,) shall quietly enjoy the same against the said Trustees, their Heirs and Assigns, and all claiming under them, and be indemnified and saved harmless by the said Trustees, their Heirs and Assigns, from all Incumbrances committed by the said Trustees, and also for further Assurance of such Lands by the said Trustees, their Heirs and Assigns, and all claiming under them, unless except and so far as the same shall be restrained and limited by express particular Words contained in such Conveyances; and all such Grantees, and their several Successors, Heirs, Executors, Administrators, and Assigns respectively, according to their respective Quality or Nature, and the Estate or Interest expressed to be thereby conveyed, shall and may in all Actions to be brought assign Breach or Breaches thereupon as they might do in case such Covenants were expressly inserted in such Conveyances.

XXXIX. And

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

XXXIX. And be it further enacted, That unless the said Trustees shall within the Space of Five Years, to be computed from the passing of this Act, agree for or cause to be valued and paid for, as in this Act is mentioned, the Lands which they are by this Act empowered to take and use, or otherwise so much thereof as shall be by them deemed necessary and proper for the Purpose of making the Improvements and Works hereby authorized, then and from thenceforth the Powers which are hereby granted to them for the compulsory taking or using of such Lands shall cease and be utterly void.

Parties to deliver a Statement of their Estates and Claims within One Calendar Month after Notice.

XL. And be it further enacted, That on or before the Expiration of One Calendar Month next after Notice in Writing from the said Trustees or their Agent, duly authorized, of their Intention to take or use any Lands or any Part thereof for the Purposes of this Act, and also of this Provision, shall have been given to any Person or Corporation seised, possessed, or interested in, or authorized by this Act to accept and receive Satisfaction and Compensation for the Value of the same, or any Estate, Share, or Interest therein, or Charge thereon, or for any Injury or Damage sustained on account of the Execution of this Act, or left at the last known Residence of such Person, or given to the Clerk or known Agent of such Corporation, such Person or Corporation shall deliver or cause to be delivered at the Office of the Clerk to the said Trustees a Statement in Writing of the Particulars of the Estate, Share, Interest, or Charge which he or they claim to be entitled to or to be authorized to receive Satisfaction and Compensation for, and of the Injury or Damage sustained by him or them, and of the Amount of the Sum of Money which he or they may expect and be willing to receive in satisfaction and compensation for the Value of such Estate, Share, Interest, or Charge, and for such Injury or Damage respectively.

Power to clear the Ground and sell old Materials.

XLI. And be it further enacted, That it shall be lawful for the Trustees for the Time being of the Charity and Trust aforesaid, and they are hereby empowered, to pull down or cause to be pulled down all Warehouses, Houses, and other Erections and Buildings whatsoever which shall be purchased or taken by virtue of this Act, or such of them or such Part thereof as they shall think proper to be pulled down, and to level and clear the Ground whereon the same shall stand, and all other the Ground to be purchased or taken by virtue of this Act, in such Manner as they shall think proper, and to sell or cause to be sold the Materials of the Warehouses, Houses, and other Buildings to be taken down and removed pursuant to this Act; and the Monies to be produced by the Sale thereof, (after deducting the Expences of pulling down such Warehouses, Houses, and Buildings respectively, and of such Sale or Sales,) and also the Rents and Profits of the said Messuages, Buildings, Tenements, and Hereditaments to be purchased or taken by virtue of this Act, until the same shall be pulled down or cleared, shall be applied and disposed of in aid of the Funds of the said Charity and Trust.

XLII. And

XLII. And be it further enacted, That all Contracts, Agreements, and other Matters and Things, Acts and Deeds whatsoever, for the Purpose of effectually carrying into execution this Act, or incident to or arising out of this Act, which shall be made, entered into, or executed, or otherwise done or ordered to be done by a Majority in Number of the Persons who for the Time being shall, by virtue of the said Act passed in the Eighth Year of the Reign of His late Majesty King *George* the Fourth, be the Trustees of the Charity and Trust aforesaid, (such Majority consisting of not less than Seven of such Persons,) shall, if purporting and expressed to be so made, entered into, executed, done, or ordered to be done in pursuance of the Powers of this Act or with reference hereto, be of the same Force, Effect, and Validity in Law as if the same had been made, entered into, executed, done, or ordered to be done by the whole of such Trustees for the Time being.

Deeds, &c. executed by a Majority of the Trustees to have the same Effect as if executed by all of them.

XLIII. And be it further enacted, That the Costs, Charges, and Expences incident to and incurred in passing this Act shall be paid by or out of the Monies to be applied towards the Purposes of this Act, or out of any Monies in the Hands of the said Trustees.

Expences of the Act how to be paid.

XLIV. 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.

Public Act.

The FIRST SCHEDULE to which this Act refers.

Owner.	Lessee.	Occupier.	Description of Property.
Burgesses and Free Tenants of Sheffield.	Mary Bartram and Eliza Bartram.	William Milton Bradshaw.	Casting Shop and Part of Yard, Stable.
	John Darwin or his Assignees.	John Darwin or his Assignees.	Shed and Yard.
	James Russell, William Froggatt.	James Russell, William Froggatt.	Counting-house, Warehouses, and Part of Two Yards.
	William Winks, John Field, and John Hall.	William Winks, John Field, and John Hall.	Two Smith's Shops adjoining the Model Shops.
John Haslehurst -	- - -	George Bingham -	Workshops and Piggery.
			Beer House.
		John Freeman -	House.
		George Dale - -	House.
		George Bingham, John Freman, and George Dale.	Common Yard, Privy, and Ashes Place.
Benjamin Beet - -	- - -	Henry Kilner -	House.
Jonathan Wilkinson -	- - -	Jonathan Wilkinson	House.
Robert Waterhouse and George Watson, as Trustees of the late William Whitelock.	- - -	William Hill - -	House.
		William Holt - -	House.
Benjamin Beet - -	- - -	Henry Kilner, Jonathan Wilkinson, William Hill, William Holt, Ann Owen, and John Booth - -	Common Yard.
Jonathan Wilkinson -	- - -		
Robert Waterhouse and George Watson, as Trustees of the late William Whitelock.	- - -		
Burgesses and Free Tenants of Sheffield.	- - -	John Booth - -	Cutler's Shop, Jobbing Shop, Blademaker's Shop, and Cutler's Shops over them.
John Haslehurst -	- - -	John Haslehurst -	House (empty).
		Thomas Woodhouse -	House.
		John Sheridan - -	House.
		John Salmon - -	House; Back Kitchen.
		Thomas Woodhouse, John Haslehurst, John Salmon, and John Sheridan.	Common Yard and Privy.
Burgesses and Free Tenants of Sheffield.	- - -	Burgesses and Free Tenants of Sheffield.	Vacant Ground.
Burgesses and Free Tenants of Sheffield.	Elizabeth Eadon,	Elizabeth Eadon -	Old Cottage in Ruins.
	Elizabeth Eadon, Lessee, and John Green, John Shepherd, and Thomas Hatfield, Underlessees.	Susannah Freeman -	Brewhouse, Piggery, and Coal Place.
			Public House.
			Part of common Yard and Privy.
Elizabeth Eador -		James Woodward -	House.
		Abraham North -	House.
		James Woodward, Abraham North.	Part of a common Yard and Privy.

Owner.	Lessee.	Occupier.	Description of Property.
Burgesses and Free Tenants of Sheffield.	John Haslehurst -	Thomas Turner, Samuel Clark.	House and Tinner's Shops.
John Staniforth - -	- - -	Charles Shaw and Charles Owen.	House. Front Court. Public House and Cottage in Ruins.
		John Staniforth -	House in Ruins, empty.
		Charles Shaw, and Charles Owen, Thomas Burns, Elizabeth Wild, John Staniforth, William Day.	Common Yard.
		Alexander Renton, Tenant, and James Richardson, Under-tenant.	Stable.
		Alexander Renton, Tenant, and Thomas Swift, Under-tenant.	Stable.
Sarah Anderton - -	Joseph Lawton and George Lawton.	Henry Lawton - -	House and Greengrocer's Shop.
		Joseph Lawton - -	House and Shoemaker's Shop.
		George Lawton - -	Workshop and Shed.
		Henry Lawton, Joseph Lawton, George Lawton, Elizabeth Womack, Thomas Haigh, and Dennis Green.	Common Yard.
		Elizabeth Womack -	Piggery.
		Henry Lawton - -	Two Piggeries.

The SECOND SCHEDULE to which this Act refers.

Owner.	Lessee.	Occupier.	Description of Property.
		Snig Hill Improvement.	
Ann Frith - -	- - - -	Henry John Barker -	Part of a Shoemaker's Shop and of a House.
		Charles Lennard -	Part of a Workshop and of a House.
Joseph Frith - -	- - - -	Joshua Jarvis - -	Grocer's Shop, Warehouse, House and Passage.
		Joshua Jarvis, Henry John Barker, Charles Lennard.	Common Yard.
Elizabeth Frith and Ann Frith.	- - - -	Mary Riley - -	Hosier's Shop and House.
		John Slack - -	Butcher's Shop and House.
		Mary Riley and John Slack.	Common Yard.
John Frith - -	- - - -	Richard Thompson Foster.	Grocer's Shop, Warehouse, and House.
	William Bradley and John Newton Mappin.	Jonathan Bramham -	The Black Lion Public House and Dram Shop, small Yard and Shed.
		Edward Pagdin - -	Part of a Chamber over Part of the above Public House.
		Trippett Lane Improvement.	
Richard Cardwell -	- - - -	Charles Milner - -	Greengrocer's Shop and House.
		Richard Cardwell -	House, empty.
		Richard Cardwell -	House.
George Bennett and Mrs. Colonel Bennet.	- - - -	Mary Mitchell - -	House.
		David Vickers - -	House.
		John Parker - -	House.
		Joseph Hobson -	House.
		William Taylor -	House.
		Robert Smith - -	House.
		John Trown - -	House.
		Sarah Valentine -	House.
		Martha Drabble -	House, Grocer's Shop, and Court.
		Samuel Bate - -	House and Court.
William Adams and William Blackford.	- - -	Ann Cross -	House and Greengrocer's Shop.
		Elizabeth Roberts, Wife of Henry Roberts.	House.
		Charles Habershon -	Butcher's Shop, with Chamber and Garret over it.
		Ebenezer Adams, Tenant, and he underlets to John Bellamy the Barber's Shop.	House and Barber's Shop.
Edward Webster -	- - - -	Edward Webster -	House and Hatter's Shop.

Owner.	Lessee.	Occupier.	Description of Property.
George Boler - -	- - - -	Abraham Etchells -	Baker's Shop, Oven, and House.
		Thomas Mappin -	House.
		William Gregson Hinde, Thomas Marrion, and Henry Bolsover, First Tenants, Joseph Roddis, Second Tenant.	Beerhouse.
		Elizabeth Crookes -	House.
		James Harrison -	House.
		Andrew Boot - -	House.
		Thomas Walker -	House.
		George Boler - -	House.
		Mary Birks - -	House.
John Fearnley - -	- - - -	Charles Slater - -	House.
		George Rollins -	House.
		John Watson - -	House.
		Joseph Allinson -	House.
		John Armitage -	House.
		Joseph Goodall -	House.
		John Fearnley - -	Grocer's Shop, House, Lumber Rooms, and Workshop.
James Millington -	- - - -	Ann Chambers, First Tenant, and Joseph Lee, Under-tenant.	Beerhouse, Brewhouse, Stables, and Coalhouse, Part of Common Yard and of a Privy and Ashes Place.
		Joseph Wing - -	House, Part of common Yard and of a Privy and Ashes Place.
		Samuel Worrall -	House, Part of common Yard and of a Privy and Ashes Place.
		Mary Abbott - -	Part of common Yard and of a Privy and Ashes Place.
		Hannah Hownam -	Part of common Yard and of a Privy and Ashes Place.

Pinfold Street, or Pinfold Lane Improvement.

Edward Pass - -	- - - -	Thomas Pass - -	Pork Butcher's Shop, House, and small Yard.
		Sarah Foulds - -	House.
		George Davison -	House and Greengrocer's Shop.
		William North -	House used as a Warehouse.
		Edward Pass - -	Butcher's Shop and House.
		John Mount - -	Shoemaker's Shop and House.
		Thomas Pass, Sarah Foulds, George Davison, William North, Edward Pass, John Mount.	Common Yard.
Burgesses and Free Tenants of Sheffield.	- - - -	John Ward - -	Pinfold.
	Edward Pass -	Thomas Jamieson -	House, Baker's Shop, and Oven.
	Joseph Smith and Mary his Wife, Matthew Clark,	James Spranger Goepel	The Fountain Public House and Dram Shop.

Owner.	Lessee.	Occupier.	Description of Property.
	Alsop Smith, and George Richards, Lessees, and James Spranger Goepel, Under-lessee.		
	William Workman, Thomas Shirley, and Robert Torr, as Executors of John Shirley, deceased.	John Prince - -	Grocer's Shop and Part of House.
		Jonathan Grayson -	Butcher's Shop and House.
	Carver Street Improvement.		
John Thompson - -	William Bradley and John Newton Mappin.	William Hibberd -	Part of the Old Three Pigeons Public House, and of a Brewhouse and Part of a Yard.
		Richard Haughty, Under-tenant, and William Hibberd, Tenant.	Stable and Hay-loft.
	Gibraltar Street Improvement.		
John Akeroyd and Mary Akeroyd his Wife.	- - - -	John Turner -	Part of House, and of a Plumber's Shop.
John Hawksworth -	Samuel Barnes -	Samuel Barnes - -	Part of Blacksmith's Shop.
Ann Marriott - -	- - - -	Anthony Walker -	House and Fish Shop.
John Hawksworth -	- - - -	John Hawksworth -	House.
Ann Marriott - -	- - - -	George Bishop -	House.
		Benjamin Morfitt -	House and Pork Butcher's Shop.
Robert Waterhouse and Elizabeth his Wife.	- - - -	Alfred Sayles - -	House and Roper's Shop.
John Johnson - -	- - - -	William Milner -	Part of House and of a Greengrocer's Shop.
		Joseph Harrison -	Part of House and of a Grocer's Shop.
		John Johnson -	Part of a Yard.
	Simeon Tingle -	Henry Shawe - -	Butcher's Shop.
		John Barker - -	House and Shoemaker's Shop.
	Simeon Tingle, Lessee, and George Beardow, Under-lessee.	Henry Shawe, George Beardow, John Barker, and John Kaye.	Part of Common Yard.
Benjamin Drabble, Ann Johnson, and Thomas Howden and Thomas Cole, as Trustees and Executors of the late Samuel Scott.	- - - -	Thomas Ashby -	Public House and Brewhouse.
Henry Holbert -	William Gee - -	William Gee - -	Pork Butcher's Shop and House.
	William Gee - -	John Gee - -	Butcher's Shop.
		William Platts -	Greengrocer's Shop and House.
James Marsh - -	- - - -	William Platts, Mary Ashley, and James Hodgkinson.	Part of Common Yard.

Owner.	Lessee.	Occupier.	Description of Property.
John Ashforth -	Jacob Newton -	James Robinson -	House, Druggist's Shop, and Yard.
		Joseph Challinger and James Robinson.	Barber's Shop and House.
		Townhead Street Improvement.	
Burgesses and Free Tenants of Sheffield.	Thomas Wilkinson -	John Goodison -	House.
		Donald Munro -	House.
		Thomas Wilkinson -	Pine Apple Public House, Brewhouse and Yard; House, empty.
		John Goodison, Donald Munro, Thomas Wilkinson, Joseph Barrett, Richard Riddle, Betty Sheldon, Peter Kirk, Jonathan Clack, Alexander Macdonald, Samuel Wilkinson Sellars.	Common Yard.
		Tenter Street Improvement.	
Burgesses and Free Tenants of Sheffield.	Joseph Haywood and Sarah his Wife, and Robert Moseley, Lessees, and Robert Holland, John Booler, and George Calvert Holland, M.D., Administrators of the late William Holland, Under-lessees.	Robert Holland, John Booler, and George Calvert Holland, M.D.	Little Castle Public House and Dram Shop.
		Coulson Street Improvement.	
Ann Smelter - -	- - -	Joseph Davy - -	House, Basket Shop, Warehouse, and Workshop.
		Joseph Davy and Hamer Crowder.	Fish Shop.
		Joseph Addey - -	House and Barber's Shop.
		Samuel Henfrey -	House and Scissor Shops.
Joseph Bower and Isaac Bower.	- - -	Samuel Raby and Philip Raby and Sarah his Wife, some or one of them.	Eating House.
		Samuel Raby, and Philip Raby and Sarah his Wife, some or one of them.	Part of common Yard, Privy, and Ashes Place.
		Bernard Goode.	

Owner.	Lessee.	Occupier.	Description of Property.
John Carr, John Fearne, and George Dixon, as Trustees for the infant Children of John Bibbs, deceased.	- - -	Alfred Habershon -	Fish Shop.
		John Russell - -	Watchmaker's Shop and House.
		George Glossop -	Eating House.
		Jane Walker - -	House.
		Alfred Habershon, John Russell, George Glossop, and Jane Walker.	Common Yard.
William Smith - -	- - -	Joseph Pearson -	Greengrocer's Shop and House.
Peter Webster - -	- - -	John Whiteley -	Greengrocer's Shop and House.
		William Turner -	House.
		John Whiteley, William Turner, Francis M'Garry, and William Overton.	Part of common Yard.

Holly Street Improvement.

Mary Creswick - -	- - -	Mary Parkin - -	House.
		John Bamforth -	House.
		Jane Watson - -	House.
		Mary Parkin, John Staniforth, Jane Watson, Thomas Watson, Ann Law, Catharine Johnson, Elizabeth Wagg, William Boyse.	Part of a common Yard.
Charles Frederick Younge.	- - -	Charles Frederick Younge.	Converting Furnace, Firing Room, Steel House, and Tool Room.
Joseph Bendelow -	- - -	John Spooner - -	House.
		Dennis Hobbis -	House.
Joshua Perkinton -	- - -	Thomas Saxton -	House.
		Joseph Perkinton -	House.
		James Hartley -	House.
	William Bradley and John Newton Mappin.	Joshua Perkinton -	Red Lion Public House, Brewhouse, and Cutlers Shops.
		George Horsfield -	Bakehouse and Oven.
		Joshua Perkinton -	Workshops.

Campo Lane Improvement.

James Darwent - -	- - -	Martin O'Connor -	House.
		Elizabeth Herring -	House.
		James Darwent -	House, Stables, Workshops, and Yard.
		Martin O'Connor, Elizabeth Herring, James Darwent.	Common Yard.
		Joseph Horsfall -	Stable, Part of a Wood Yard.
Burgesses and Free Tenants of Sheffield.	- - -	John Hall - -	Part of a Cooper's Yard, Coopers Shops, and Store Rooms.

Owner.	Lessee.	Occupier.	Description of Property.
John Fordham - -	- - -	Sarah Fordham -	Public House, Back Kitchen, Dram Shop, Cistern, and Yard.

South Street, Union Street, and Coalpit Lane Improvement.

Twelve capital Burgesses and Commonalty of the Town and Parish of Sheffield in the County of York.	Samuel Revill -	John Thomas Orton -	Bookseller's Shop, Part of House and vacant Ground, Part of common Yard.
		William Sawyer -	Part of common Yard.
Samuel Revill - -	- - -	John Thomas Orton -	Part of House.
		Samuel Revill -	Vacant Ground.
John Woodcroft -	- - -	Thomas Barker -	Blacksmiths Shops, vacant Ground, and Privy.
Catharine Hall - -	- - -	James Smith, and Henry Robinson Smith, or Thomas Wilson, Joseph Hobson, and John Wilson Hawksworth, Assignees of James Smith and Henry Robinson Smith.	Three File Shops. Part of a Warehouse and Yard.
Twelve capital Burgesses and Commonalty of the Town and Parish of Sheffield in the County of York.	Catharine Hall -	James Smith and Henry Robinson Smith, or Thomas Wilson, Joseph Hobson, and John Wilson Hawksworth, Assignees of James Smith and Henry Robinson Smith.	Part of File and Cutlers Shops and Warehouses.

Bakers Hill, Pond Street, and Shude Hill Improvement.

Francis Newton -	- - -	Henry Wilson -	Grocer's Shop, House, and Part of Yard.
		Charles Judson -	House, Coal Place, and Part of Yard.
		John Gambles - -	Bakehouse with Chamber over, Oven, and Yard.
Jeremiah Winks -	- - -	Jeremiah Winks -	Part of Rag and Bone Warehouse and Cellar.
		Margaret Harrison -	Part of a Chamber and Attic over the above.

Norfolk Street and Market Street Improvement.

Ann Bell Shearwood, Jonathan Hobson and Mary his Wife, Elizabeth Shearwood, Sidney Roberts and Sarah his Wife, and Helen Shearwood.	Elizabeth Brown -	Edmund Smith -	Elephant Public House, Dram Shop, Harness House, Coal Shed, Two Privies, and Yard.
		John Needham -	Counting-house and Iron Warehouse.
	Rebecca Foottit and Mary Foottit.	William Harris -	Saddler's Shop.

Owner.	Lessee.	Occupier.	Description of Property.
		James Sorby and James Foottit.	Attornies Offices, being the Chamber Floor over the Saddler's Shop and over the common Passage adjoining, with the Attics over the same.
		John Tinker - -	Patten, Clog, and Shoe Maker's Shop, with Attics over it.
		James Sorby and James Foottit.	Attorney's Office over the above Shop, being the Chamber Floor.
		James Sorby and James Foottit, William Harris and John Tinker.	Common Passage.
Pinstone Street Improvement.			
Twelve capital Burgesses and Commonalty of the Town and Parish of Sheffield in the County of York.	Benjamin Withers -	Benjamin Withers -	Part of a Yard, House unoccupied.
Benjamin Withers -	- - -	Benjamin Withers -	Passage, and Chamber over it, unoccupied.

LONDON: Printed by GEORGE EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1838.