ANNO OCTAVO & NONO

VICTORIÆ REGINÆ.

Cap. clxxii.

An Act for making a Railway from the *Manchester and Leeds* Railway at *Wakefield* to the Towns of *Pontefract* and *Goole*, with certain Branches therefrom. [31st *July* 1845.]

WHEREAS the making of a Railway from the *Manchester and Leeds* Railway at *Wakefield* to the Towns of *Pontefract* and *Goole*, with the Branches therefrom herein-after mentioned, all in the West Riding of the County of *York*, would be of great public Advantage, by opening an additional, certain, and expeditious Means of Communication between the said Places, and also by facilitating Communication between more distant Towns and Places: And whereas the several Persons herein-after named, with other Persons and Corporations, are willing, at their own Expence, to carry such Undertaking into execution; but the same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the 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 the several Acts of Parliament following, that is to say, "The Companies Clauses Consolidation Act, One thousand eight hundred and forty-five," "The Lands Clauses Consolidation Act, One thousand eight hundred and forty-five," and "The Railway Clauses Consolidation Act, One thousand eight hundred

Incorporation of 8 & 9 Vict. cc. 16. 18. and 20. with this Act.

hundred and forty-five," shall be incorporated with and form Part of this Act.

Short Title.

II. And be it enacted, That in citing this Act in other Acts of Parliament, and in other legal Instruments, it shall be sufficient to use the Expression "The *Wakefield, Pontefract, and Goole* Railway Act, One thousand eight hundred and forty-five."

Subscribers incorporated.

III. And be it enacted, That *James Audus, John Barff, John Bentham, Joseph Bennett, Cheesman Henry Binstead, Henry Briggs, Robert Buchanan, Thomas Carter, John Carter, Henry John Coleman, John Robert Clark, Henry Chorley, John Charlesworth, Edmund Dawson, Matthew Dawson, John Douglas, Charles Heneage Elsley, Jeremiah Bourn Faviell, Thomas Firth, William Fox, Robert Frost, Edward Harper, John Haigh, John Hardy, Samuel Hirst, Richard Thomas Lee, William Leethem, William Moorhouse, John Moore, William Moxon, James Muscroft, George Nelson, Matthew Outhwaite, James Robson, Thomas Routledge, Joseph Scott, William Statter, Edward Tomlinson, Thomas Motley Weddall, Matthias Whitehead, Joshua Whitaker, Thomas Jowett Wilkinson,* and all other Persons and Corporations who have already subscribed or who shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company, for the Purpose of making and maintaining a Railway from *Wakefield* to *Pontefract* and *Goole*, with the Branches therefrom herein-after mentioned, all in the West Riding of the County of *York*, with proper Works and Conveniences belonging thereto, according to the Provisions of the said recited Acts and of this Act, and for other the Purposes herein and in the said recited Acts contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *Wakefield, Pontefract, and Goole* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, within the Restrictions herein and in the recited Acts contained.

Capital.

IV. And whereas the estimated Expence of making the said Railway is Three hundred and sixty-five thousand Pounds; be it enacted, That the Capital of the Company shall be Three hundred and sixty-five thousand Pounds.

Number and Amount of Shares.

V. And be it enacted, That the Number of Shares into which the Capital shall be divided shall be Seven thousand three hundred, and the Amount of each Share shall be Fifty Pounds.

Power for the Manchester and Leeds Railway Company to subscribe the Sum of 182,500*l.* towards the Undertaking.

VI. And whereas the *Manchester and Leeds* Railway Company have agreed to subscribe towards the Formation of the said Railway and Works, if authorized by Parliament so to do, the Sum of One hundred and eighty-two thousand five hundred Pounds; be it therefore enacted, That the said *Manchester and Leeds* Railway Company may and they are hereby empowered to subscribe towards and become Shareholders in the Undertaking, either in their own Name or in the Names or Name of any Persons or Person to be appointed by them, to the Extent so agreed to be subscribed by them as aforesaid, or to any less Extent.

VII. And

The Money to be raised by the Creation of new Shares by the Manchester and Leeds Railway Company.

VII. And be it enacted, That for such Purpose it shall be lawful for the said *Manchester and Leeds* Railway Company to raise all or any Part of the Money so agreed to be subscribed by them as aforesaid by the Creation of new Shares or Stock in the Undertaking of the said *Manchester and Leeds* Railway, of such Amount, and under such Conditions, and particularly as to the Dividends thereon, whether the same shall be fixed or rateable, and as to the Rights of voting and other Privileges to be conferred on the Holders of such Shares or Stock, as the said *Manchester and Leeds* Railway Company, at any Special General Meeting of the Proprietors therein to be convened for the Purpose, shall determine; or it shall be lawful for the said last-mentioned Company, if they think fit, to raise the said Sum or any Portion thereof by Mortgage of the Undertaking of the said *Manchester and Leeds* Railway, in like Manner and under and subject to the same Provisions as they are by all or any of the Acts relating to the said Undertaking authorized to raise Money by Mortgage on the Credit thereof: Provided always, that the said *Manchester and Leeds* Railway Company shall not by such Means increase the Amount which may be owing at any One Time on Mortgage of their Undertaking beyond the Proportion of One Third of their then existing Capital in Shares and Stock.

Calls.

VIII. And be it enacted, That Ten Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders; and Three Fifths of the Amount of a Share shall be the utmost aggregate Amount of Calls that may be made in any One Year upon any Share; and Three Months at the least shall be the Interval between successive Calls.

Power to repay Subscriptions paid in advance.

IX. Provided always, and be it enacted, That it shall be lawful for the Directors, from Time to Time as they shall think proper, with the Consent of any of the Proprietors who may have paid any Money in advance, or on their Representation, to return the whole or any Part of any such respective Sum of Money so paid in advance by any of the Proprietors for the Time being in the said Undertaking, but without Prejudice to the Power of the said Directors to call for and enforce the Repayment of the same in like Manner as any other Calls made by them under the Provisions of this Act.

Power to borrow Money.

X. And be it enacted, That it shall be lawful for the Company to borrow on Mortgage or Bond any Sums not exceeding in the whole the Sum of One hundred and twenty-one thousand six hundred and sixty-six Pounds; but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Three hundred and sixty-five thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up.

First and subsequent General Meetings.

XI. And be it enacted, That the First General Meeting of the Company shall be held within Two Months after the passing of this Act, and the subsequent General Meetings shall be held in the Month of *February* and the Month of *August* in each Year.

Quorum of General Meetings.

XII. And be it enacted, That the Quorum for every General Meeting (whether ordinary or extraordinary) of the Company shall be not less than

than Ten Shareholders (irrespective of the said *Manchester and Leeds* Railway Company) holding in the aggregate not less than Five hundred Shares to the Amount of Twenty-five thousand Pounds in the Capital of the Company.

Number of Shareholders to convene Extraordinary Meeting.

XIII. And be it enacted, That the Number of Shareholders on whose Requisition an Extraordinary Meeting may be required to be convened shall be Ten holding in the aggregate not less than Five hundred Shares to the Amount of Twenty-five thousand Pounds in the Capital of the Company.

Scale of voting.

XIV. And be it enacted, That at all General Meetings of the Company every Shareholder, whether a Person or Corporation, shall be entitled to One Vote in respect of each Share held by such Person or Corporation; and it shall be lawful for the said *Manchester and Leeds* Railway Company to appoint any Person (whether such Person be a Shareholder or not in the Company hereby incorporated) by Writing under the Hand of the Chairman for the Time being of the Directors of the said *Manchester and Leeds* Railway Company, or under the Common Seal of such Company, to vote on their Behalf at any Meeting of the Company hereby incorporated; and such Person so appointed shall have the same Right of voting at such Meeting as the Company by whom he may have been appointed.

Regulations with regard to Proxies.

XV. And be it enacted, That no Person shall be entitled to vote as a Proxy (except in behalf of a Corporation) unless the Instrument appointing such Proxy shall have been received by the Secretary of the Company Three Days before the holding of the Meeting at which such Proxy is to be used.

Number of Directors.

XVI. And be it enacted, That (subject as herein-after mentioned) the Number of Directors shall be Ten, of whom Five shall be appointed by the Shareholders in the Company hereby incorporated, exclusive of the said *Manchester* and *Leeds* Railway Company, or any Person or Persons to be appointed by them, and the remaining Five shall be appointed by the Directors of the *Manchester and Leeds* Railway Company.

Qualification of Directors.

XVII. And be it enacted, That no Person (except a Person appointed by or on behalf of the said *Manchester and Leeds* Railway Company, who need not be a Holder of any Shares in the Company hereby incorporated,) shall be capable of being a Director unless he be a Shareholder possessed of Twenty-five Shares.

Power to vary the Number of Directors.

XVIII. And be it enacted, That it shall be lawful for the Company to increase or reduce the Number of Directors: Provided always, that so long as the said *Manchester and Leeds* Railway Company, or any Person or Persons to be appointed by them, shall remain Subscribers towards the said Undertaking, or shall guarantee any Interest on the Shares therein, the Number of Directors to be appointed by the said Company shall be in the same Proportion, as nearly as may be, to the Number of which the whole Body of Directors when increased or reduced shall consist, as the Number of Directors to be appointed by the

the said Company under the Provisions herein-before contained shall bear to the said Number of Ten, unless the said Company shall consent to reduce the Number so to be appointed by them, or unless they shall reduce the Number of Shares in the Undertaking held or on which Interest may be guaranteed by them below the Amount to which the said Company is by this Act authorized to subscribe, in either of which Cases the Number of Directors to be appointed by such Company shall be reduced accordingly; and provided also, that the increased Number of Directors in the said Company hereby incorporated do not exceed Twelve, and that the reduced Number be not less than Eight.

First Directors.

XIX. And be enacted, That *Henry Houldsworth*, *Robert Gill*, *Ralph Creyke*, *Samuel Brooks*, and *John Milligan Laws*, *Robert Buchanan*, *William Moxon*, *James Audus*, *Jeremiah Bourn Faviell*, and *Edward Harper*, shall be the first Directors of the Company.

Election of future Directors.

XX. And be it enacted, That the Directors appointed by this Act shall continue in Office until the first General Meeting to be held in the Year One thousand eight hundred and forty-six, and at such Meeting the Shareholders present, personally or by Proxy, (with the Exception of the *Manchester and Leeds* Railway Company, or any Person or Persons to be appointed by them,) may either continue in Office Five of the Directors appointed by this Act, or any Number of them, or may elect a new Body of Five Directors, the Directors, or any of them, appointed by this Act, being eligible as Members of such new Body; and at the first General Meeting to be held every Year thereafter the Shareholders present, personally or by Proxy, (except as aforesaid,) shall elect Persons to supply the Places of the Directors not nominated by or on behalf of the said last-mentioned Railway Company then retiring from Office, agreeably to the Provisions herein-after contained; and the several Persons elected at such Meeting, being neither removed nor disqualified, nor having resigned, shall continue to be Directors until others are elected in their Stead as herein-after mentioned.

Five Directors to be appointed by the Manchester and Leeds Railway Company.

XXI. And be it enacted, That at or before the said first General Meeting to be held in the Year One thousand eight hundred and forty-six the Directors for the Time being of the said *Manchester and Leeds* Railway Company may, by Writing under the Hand of their Chairman for the Time being, either continue in Office the Five Directors appointed by this Act on behalf of such Company, or any Number of such Directors, or may nominate Five other Members of their Body to be Directors of the Company hereby incorporated, from and after the said Ordinary Meeting, the Directors, or any of them, appointed by this Act, being eligible as such new Directors; and the Directors so appointed shall accordingly be Directors of the Company hereby incorporated, and shall respectively remain in Office until they shall respectively die or resign, or become disqualified by ceasing to be Directors of the Company by whom they may have been appointed, or until they be removed by Vote of the Directors of such Company; and it shall be lawful for the Directors of the said *Manchester and Leeds* Railway Company, as and when any Vacancy shall occur in the

Number of Directors appointed by such Company as aforesaid, in like Manner to elect any other Member of their Body in the Room of the Director occasioning such Vacancy; and in the event of any of the Directors appointed by such last-named Company being unable from any Cause to attend any Meeting of the Directors of the Company hereby incorporated, it shall be lawful for the Directors of the said *Manchester and Leeds* Railway Company to nominate another Director for the Occasion out of their own Body to attend such Meeting, and such Director shall have the same Powers at such Meeting as the Director in whose Stead he may be nominated would have had.

Rotation of Directors elected by the Shareholders.

XXII. And be it enacted, That the Five Directors to be elected by the said Shareholders in manner aforesaid shall retire from Office at the Times and in the Proportions following, the Individuals to retire being in each Instance determined by Ballot amongst the Directors, and being re-eligible immediately or at any future Time; that is to say,

At the End of the first Year after the first Election of Directors Two of such Directors shall go out of Office:

At the End of the second Year the remaining Three of such Five Directors shall go out of Office:

And in each Instance the Places of such retiring Directors shall be supplied by an equal Number of Shareholders qualified as aforesaid, or by the Re-election of such retiring Directors, or partly by the Re-election of some or One of such retiring Directors, and partly by the Election of new Directors.

Permanent Rotation of such Directors.

XXIII. And be it enacted, That at the first General Meeting in every subsequent Year Two or more of the Five Directors elected by the said Shareholders, such Number being determined by the Directors, and being selected from amongst those who have been longest in Office, shall go out of Office and cease to be Directors, and their Places shall be supplied in like Manner, so that the whole of such Five Directors shall go out of Office in the course of every Two Years; nevertheless, every Director so retiring from Office may be re-elected immediately, or at any future Time, and after such Re-election shall, with reference to the going out by Rotation, be considered as a new Director.

Occasional Vacancies in Office of such Directors to be supplied.

XXIV. And be it enacted, That if any Director of the Company elected by the Shareholders (exclusive of the said *Manchester and Leeds* Railway Company) die or resign, or become incompetent to act as a Director, or cease to be a Director by any other Cause than that of going out of Office by Rotation as aforesaid, then the remaining Directors (not appointed by or on behalf of the said *Manchester and Leeds* Railway Company), if they think proper so to do, may elect in his Place some other Shareholder duly qualified to be a Director, and the Shareholder so elected to fill up any such Vacancy shall continue in Office as a Director so long only as the Person in whose Place he shall have been elected would have been entitled to continue if he had remained in Office.

Quorum of Directors.

XXV. And be it enacted, That the Quorum of a Meeting of Directors shall be Four.

XXVI. And

Committees of Directors.

XXVI. And be it enacted, That the Number of Directors of which Committees appointed by Directors shall consist shall be not less than Four nor more than Six; and the Quorum of such Committees shall be Two.

Committees not to make Calls.

XXVII. And be it enacted, That it shall not be lawful for the Directors to grant Power to any Committee of their Body to make Calls for Money upon the Shareholders.

Newspapers for Insertion of Advertisements.

XXVIII. And be it enacted, That the Newspapers in which Advertisements relating to the Affairs of the Company are to be inserted shall be some Newspaper published at *Leeds* and in some Newspaper (if any) published at *Wakefield*.

Power to make Railway according to deposited Plans.

XXIX. And whereas Plans and Sections of the Railway, showing the Line and Levels thereof, and also Books of Reference, containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners and Lessees and Occupiers of the Lands through which the same is intended to pass, have been deposited with the respective Clerks of the Peace of the West Riding of the County of *York* and of the Borough of *Pontefract* in the said Riding; be it enacted, That, subject to the Exemptions and Provisions in this and the said recited Acts contained, it shall be lawful for the said Company to make and maintain the said Railway and Works in the Line and upon the Lands delineated on the said Plans and described in the said Books of Reference, and to enter upon, take, and use such of the said Lands as shall be necessary for such Purpose.

Line of the Railway.

XXX. And be it enacted, That the said Railway shall commence by a Junction with the Main Line of the *Manchester and Leeds* Railway at the Station of the same Railway in the Township and Parish of *Wakefield* in the West Riding of the County of *York*, and shall pass through the following Places, or some of them; that is to say, *Wakefield*, *Stanley*, *Stanley-cum-Wrenthorpe*, *Sandal Magna*, *Warmfield*, *Warmfield-cum-Heath*, *Sandal*, *Walton Heath*, *Normanton*, *Oakenshaw*, *Crofton*, *Sharlston*, *Snydale*, *Featherstone*, *Pontefract Park* District, *Tanshelf*, *Pontefract*, *Monkhill*, *Knottingley*, *Ferryfryston* otherwise *Ferrybridge*, *Kellington*, *Beall* otherwise *Beaghall*, *Egborough*, *Hensall*, *Heck*, *Gowdall*, *Snaith* and *Cowick*, *Rawcliffe*, *Armin* otherwise *Airmin* or *Airmyn*, *Hook* otherwise *Hook* and *Goole*, in the West Riding of the County of *York*, and shall terminate at or near the West Side of the Westernmost Ship Dock at *Goole* in the Parish of *Snaith* in the said West Riding; and that a Branch Railway shall diverge out of the said Main Line at or near a certain Plot of Land belonging to the Earl of *Westmorland*, and in the Occupation of *Richard Stocks*, and forming Part of an open Field called "*Dean Field*," situate in the Township of *Sharlston* and Parish of *Warmfield* in the said West Riding, and terminate by a Junction with the *Midland* otherwise *North Midland* Railway at or near a certain Occupation Bridge passing over the said last-mentioned Railway between *Hell Lane* in the Township of *Warmfield-cum-Heath* in the said Parish of *Warmfield* in the said West Riding and the Turnpike Road leading from *Wakefield* to *Pontefract*; and which said Branch Railway shall pass through the following

following Places; that is to say, *Warmfield*, *Sharlston*, and *Warmfield-cum-Heath* in the said West Riding; and that a Branch Railway shall diverge out of the said Main Line hereby authorized to be made in a certain Field called the *Great Sheep Walk* otherwise *Big Sheep Walk* or *Dog and Duck Close*, belonging to the Devisees or Trustees of the late *John Clark* deceased, and in the Occupation of *John Carter*, situate in the Township of *Armin* otherwise *Airmin* or *Airmyn*, in the Parish of *Snaith* in the said West Riding, and terminate near the River *Ouse* at or near to a Place called *Murham* otherwise *Morram Lane* Staith or *Shuffleton Bight* in the Township of *Hook* in the Parish of *Staith* aforesaid; and which said last-mentioned Branch Railway shall pass through the following Places, or some of them, that is to say, *Hook* and *Goole* in the said West Riding.

Lands for extraordinary Purposes.

XXXI. And be it enacted, That the Quantity of Land to be taken by the Company for extraordinary Purposes shall not exceed Fifty Acres.

Railway to be completed in Three Years.

XXXII. And be it enacted, That the Railway shall be completed within Three Years from the passing of this Act, and on the Expiration of such Period the Powers by this or the recited Acts granted to the Company for executing the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall then be completed.

Communications with other Railways to be made under the Direction of their respective Engineers.

XXXIII. And be it enacted, That all Communications between the Railway hereby authorized to be made and the *Manchester and Leeds* Railway, the *Midland* otherwise *North Midland* Railway, and the *London and York* Railway respectively, and all such Openings in the Ledges or Flanches of the said last-mentioned Railways respectively as may be necessary or convenient for effecting such Communications, shall be made under the Direction and Superintendence of the Engineers for the Time being of the said last-mentioned Railway Companies respectively.

Certain Roads may be crossed on a Level.

XXXIV. And be it enacted, That it shall be lawful for the Company, if they think fit, to carry the said Line of Railway across the Roads herein-after specified on the Level thereof; (that is to say,) in the Township of *Snydal* and Parish of *Normanton* the Road numbered 19 on the Plans deposited as herein-before mentioned; in the Township and Parish of *Featherstone* the Roads numbered 8, 41, and 53 respectively on the said Plans; in the Township of *Knottingley* and Parish of *Pontefract* the Roads numbered 82, 99, 102 respectively on the said Plans; in the Township of *Beal* otherwise *Beaghall* and Parish of *Kellington* the Roads numbered 19 and 22 respectively on the said Plans; in the Township of *Kellington* and Parish of *Kellington* the Road numbered 1 in the said Plans; in the Township of *Egborough* and Parish of *Kellington* the Roads numbered 1^a, 2^a, 16^a, 27^b respectively on the said Plans; in the Township of *Hensall* in the Parish of *Snaith* the Roads numbered 7^a, 22^a, 26^a, 40^a, 48^a respectively on the said Plans; in the Township of *Heck* in the Parish of *Snaith* the Road numbered 12^a on the said Plans; in the Township of *Gowdale* in the Parish of *Snaith* the Roads numbered 2, 1^a, 6^a, 28^a, 42^a respectively on the said Plans; in the Township of *Snaith* and *Cowick* in the Parish of

of *Snaith*, the Roads numbered 4ª, 29ª, 37ª, 70ª, 74ª, 79ª, and 84ª respectively on the said Plans; in the Township of *Rawcliffe* in the Parish of *Snaith*, the Roads numbered 40ª, 50ª, 64 respectively on the said Plans; in the Township of *Goole* in the Parish of *Snaith*, the Roads numbered 13 and 19 respectively on the said Plans.

Tolls:

XXXV. And be it enacted, That it shall be lawful for the Company to demand any Tolls for the Use of the Railway, not exceeding the following; (that is to say,)

Tonnage on Articles of Merchandize.

1. In respect of the Tonnage of all Articles conveyed upon the Railway, as follows:

For all Coals, Coke, Culm, Slack, Charcoal, and Cinders, all Dung, Compost, and all Sorts of Manure, Lime and Limestone, all Stones for building, pitching, and paving, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Salt, and all undressed Materials for the Repair of public Roads or Highways, conveyed on the Railway for any Distance not exceeding Fifteen Miles, *per* Ton *per* Mile not exceeding One Penny; and if so conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny; and if conveyed for any Distance exceeding Fifteen Miles, *per* Ton *per* Mile not exceeding Three Farthings; and if so conveyed as last aforesaid in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Farthing:

For all Bricks, Tiles, and Slates, all Bar Iron, Rod Iron, Hoop and Sheet Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils, *per* Ton *per* Mile not exceeding One Penny; and if conveyed in Carriages belonging to the Company an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

For all Corn, Grain, and Flour, all Timber, Deals, and Dyewoods, all Metals (except Iron), Nails, Anvils, Vices, and Chains, all Fish, all Hides, all Sugar and other Groceries, conveyed on the Railway for any Distance not exceeding Fifteen Miles, *per* Ton *per* Mile not exceeding One Penny Halfpenny; and if so conveyed thereon in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny; and if conveyed for any Distance exceeding Fifteen Miles, *per* Ton *per* Mile not exceeding One Penny; and if so conveyed as last aforesaid in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

For all Cotton and other Wools, Cotton and Woollen Twist, Flax, and Yarns, all Garden Produce, and all Earthenware, *per* Ton *per* Mile not exceeding One Penny Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum not exceeding One Farthing:

For all Drugs, manufactured Goods, and all other Wares, Merchandize, Articles, Matters, or Things for which no other Rate of Charge is hereby provided, *per* Ton *per* Mile not exceeding Twopence Farthing; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Farthing:

For every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, *per* Mile not exceeding Sixpence, and so in proportion for every fractional Part of a Ton which any such Carriage may weigh.

Tolls for Passengers or Cattle.

2. In respect of Passengers and Animals conveyed in Carriages upon the Railway, as follows:

For any Person conveyed in or upon any Carriage, *per* Mile not exceeding Two-pence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Halfpenny:

For every Horse, Mule or Ass, or other Beast of Draught or Burden, conveyed in or upon any Carriage, *per* Mile not exceeding Four-pence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Halfpenny:

For every Ox, Cow, or Neat Cattle conveyed in or upon any Carriage, *per* Mile not exceeding One Penny Three Farthings; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Farthing:

For every Calf, Pig, Sheep, Lamb, or other small Animal conveyed in or upon any Carriage, *per* Mile not exceeding Three Farthings; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Farthing:

For all dead Oxen, Bulls, Cows, or Neat Cattle, Calves, Pigs, Sheep, or Lambs, and other uncured Meats, conveyed in any Carriage, *per* Ton *per* Mile not exceeding Two-pence Halfpenny; and if conveyed in any Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny: Provided always, that such Carriages belonging to the Company shall be properly constructed and adapted for the Conveyance of such Articles.

Tolls for Propelling Power.

XXXVI. And be it enacted, That the Toll which the Company may demand for the Use of Engines for propelling Carriages on the Railway shall not exceed One Halfpenny *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken.

Maximum Rates of Charge for Merchandize;

XXXVII. Provided always, and be it enacted, That the maximum Rates of Charge to be made by the Company in respect of all Articles conveyed upon the Railway or any Part thereof, including the Tolls for the Use of the Railway, and of Waggons or Trucks, and for locomotive Power, or any of them, and every Expence incidental to such Conveyance (except the loading, unloading, and covering of Goods, where such Service is performed by the Company), shall not exceed the following Sums:

For all Coals, Coke, Culm, Slack, Charcoal, and Cinders, all Dung, Compost, and all Sorts of Manure, Lime and Limestone, all Stones for building, pitching, and paving, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Salt, and all undressed Materials for the Repair of public Roads or Highways, conveyed on the Railway for any Distance not exceeding Fifteen Miles, *per* Ton *per* Mile not exceeding

ing One Penny Halfpenny; and if conveyed a Distance exceeding Fifteen Miles, *per* Ton *per* Mile not exceeding One Penny:

For all Bricks, Tiles, and Slates, all Bar Iron, Rod Iron, Hoop and Sheet Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils, *per* Ton *per* Mile not exceeding One Penny Halfpenny:

For all Corn, Grain, and Flour, all Timber, Deals, and Dyewoods, all Metals (except Iron), Nails, Anvils, Vices, and Chains, all Fish, all Hides, all Sugar and other Groceries conveyed on the Railway for any Distance not exceeding Fifteen Miles, *per* Ton *per* Mile not exceeding Two-pence; and if conveyed a Distance exceeding Fifteen Miles, *per* Ton *per* Mile not exceeding One Penny Halfpenny:

For all Cotton and other Wools, Cotton and Woollen Twist, Flax, and Yarns, all Garden Produce, and all Earthenware, *per* Ton *per* Mile not exceeding Two-pence:

For all Drugs, manufactured Goods, and all other Wares, Merchandize, Articles, Matters, or Things for which no specific Rate of Charge is hereby provided, *per* Ton *per* Mile not exceeding Two-pence Halfpenny:

For any Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, *per* Mile not exceeding Sixpence; and so in proportion for every fractional Part of a Ton which any such Carriage may weigh:

for small Parcels;

For the Carriage (for any Distance) of small Parcels, as follows:

For any Parcel not exceeding Fourteen Pounds in Weight, not exceeding One Shilling:

For any Parcel not exceeding Twenty-eight Pounds in Weight, not exceeding Two Shillings:

For any Parcel not exceeding Fifty-six Pounds in Weight, not exceeding Two Shillings and Sixpence:

Provided always, that the said Tolls shall include the Charge for the Delivery of such Parcels within One Mile from any Station on the Railway, but not beyond a Turnpike: Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages; and provided also, that it shall not be lawful to include in One Package several Parcels of various Sorts intended for various Individuals, but it shall be lawful for the Company to charge a separate Sum for each such Parcel, although many are included in One Package.

and for Passengers and Cattle.

And with respect to the Conveyance of Passengers and live Animals upon the Railway, the maximum Rates of Charge, including the Tolls for the Use of the Railway, and of Carriages, and for locomotive Power, and every other Expence incidental to such Conveyance, shall not exceed the following Sums:

For every Person conveyed in or upon any Carriage being a First Class Carriage, *per* Mile not exceeding Two-pence Halfpenny:

For every Person conveyed in or upon any Carriage being a Second Class Carriage, *per* Mile not exceeding Two-pence: Provided always, that

that the Second Class Carriages belonging to the Company shall be closed, and shall have Glass Windows:

For every Person conveyed in or upon any Carriage being a Third Class Carriage, *per* Mile not exceeding One Penny: Provided always, that the Third Class Carriages belonging to the Company shall be covered, and have Seats for Passengers; provided also, that the Company shall run not less than Three mixed Trains at the ordinary Speed containing Third Class Carriages upon the Railway each Way every Day, except *Sunday*, *Good Friday*, and *Christmas* Day, and not less than Two such Trains on those Days:

For every Horse, Mule or Ass, or other Beast of Draught or Burden, Four-pence Halfpenny *per* Mile:

For every Ox, Cow, or Neat Cattle, Two-pence *per* Mile:

For every Calf, Pig, Sheep, Lamb, or other small Animal, One Penny *per* Mile:

Provided always, that with respect to Cattle and Sheep, when a Waggon for the Carriage of Cattle or Sheep shall be engaged the Charge for any such Waggon capable of containing Six Oxen or Thirty-four Sheep shall not exceed Four-pence *per* Mile:

For all dead Oxen, Bulls, Cows, or Neat Cattle, Calves, Pigs, Sheep, or Lambs, and other uncured Meats conveyed in any Carriage, *per* Ton *per* Mile not exceeding Three-pence.

Foregoing Charges not to apply to special Trains.

XXXVIII. Provided always, and be it enacted, That the Restriction as to the Charges to be made for Passengers and Goods shall not extend to any special or extra Trains that may be required to be run upon the Railway, but shall apply only to the ordinary Trains appointed or to be appointed from Time to Time by the said Company for the Conveyance of Passengers and Goods upon the Railway.

Regulations as to the Tolls.

XXXIX. And be it enacted, That the following Provisions and Regulations shall be applicable to the fixing of such Tolls; (that is to say,)

For Articles or Persons conveyed on the Railway for a less Distance than Six Miles, the Company may demand, in addition to the prescribed Tolls for Conveyance, a reasonable Charge for the Expence of stopping, loading, and unloading:

For a fractional Part of a Mile beyond Six Miles, or beyond any greater Number of Miles, the Company may demand Tolls for Merchandize for such Fraction in proportion to the Number of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile; and in respect of Passengers every Fraction of a Mile beyond an integral Number of Miles shall be deemed a Mile:

For a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton.

Tolls for smallParcels and great Weights.

XL. And with respect to single Articles of great Weight, be it enacted, That the Company may lawfully demand the Tolls following; (that is to say,)

For

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding Four-pence Halfpenny *per* Ton *per* Mile:

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, the Company may demand such Sum as they think fit.

Passengers Luggage

XLI. And be it enacted, That every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and fifty Pounds in Weight for First Class Passengers, One hundred Pounds in Weight for Second Class Passengers, and Sixty Pounds in Weight for Third Class Passengers, without any Charge being made for the Carriage thereof.

Power to lease the Railway.

XLII. And whereas the Railway by this Act authorized to be made will form a Junction with the *Manchester and Leeds* Railway, which has been constructed and is maintained and regulated under and by virtue of the following Acts of Parliament, namely, an Act passed in the Sixth and Seventh Years of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for making a Railway from* Manchester *to* Leeds; an Act passed in the Seventh Year of the same Reign, intituled *An Act for enabling the* Manchester and Leeds *Railway Company to vary the Line of such Railway; and for amending and enlarging the Powers and Provisions of the Act relating thereto;* an Act passed in the Second and Third Years of the Reign of Her present Majesty, intituled *An Act for extending and for altering the Line of the* Manchester and Leeds *Railway, and for making Branches therefrom; and for amending the Acts relating thereto;* an Act passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for enabling the* Manchester and Leeds *Railway Company to raise a further Sum of Money;* and another Act passed in the Seventh Year of the Reign of Her said Majesty, intituled *An Act for maintaining a Railway from the* Manchester and Leeds *Railway to* Heywood; *and for amending the Acts relating to the* Manchester and Leeds *Railway;* and might be worked by the *Manchester and Leeds* Railway Company with greater Economy and Convenience to the Public than by the Company by this Act incorporated; be it therefore enacted, That it shall be lawful for the last-mentioned Company, with the Approbation of Three Fifths of the Votes of the Shareholders present, either personally or by Proxy, at some Meeting of the Company specially convened for the Purpose, to demise or lease, for such Consideration or annual Rent as they shall think proper, so much of the Railway and other Works by this Act authorized to be made as are not herein-after directed to be vested in or conveyed to the Undertakers of the Navigation of the Rivers *Aire* and *Calder*, unto the said *Manchester and Leeds* Railway Company, for any Term which shall be agreed upon; and the said *Manchester and Leeds* Railway Company are hereby authorized (if they think proper), with the Approbation of Three Fifths of the Votes of the Proprietors in the said

6 & 7 W. 4. c. 111.

7 W. 4. & 1 Vict. c. 24.

2 & 3 Vict. c. 55.

4 & 5 Vict. c. 25.

7 & 8 Vict. c. 16.

last-mentioned Company present, either personally or by Proxy, at some Special General Meeting convened for the Purpose, to enter into and accept such Lease, and such Lease shall entitle the said *Manchester and Leeds* Railway Company to the free Use and Enjoyment of the Railway and Works comprised in such Lease, and during the Continuance of any such Lease all the Powers, Privileges, and Authorities granted to and which are or might be held, used, exercised, and enjoyed by the Company by this Act incorporated, or the Directors thereof, or their Officers, Agents, or Servants, under or by virtue of this Act, shall, in respect of the Premises comprised in such Lease, in like Manner and to the same Extent in all respects apply to, and be held, used, exercised, and enjoyed by the said *Manchester and Leeds* Railway Company and the Directors thereof, their Officers, Agents, and Servants, under the same Regulations and Restrictions as are granted and imposed by this Act upon the Company hereby incorporated; and it shall be lawful for the said *Manchester and Leeds* Railway Company, and the Company by this Act incorporated, to make and enter into any such Contract or Agreement for effecting the Purposes aforesaid, and for otherwise working and using the Premises comprised in such Lease, or any Part thereof, and for the Maintenance and Repair thereof, and for or in respect of the Traffic passing along the same or any Part thereof, or for securing or guaranteeing to the Company hereby incorporated any particular Rate of Interest or Dividend upon their Capital, as they the said Companies may deem advisable; and every such Contract may contain such Covenants, Clauses, Provisoes, and Conditions as the said Parties may mutually agree upon.

Enabling the Manchester and Leeds Railway Company to purchase the Line, or any Interest therein.

XLIII. And be it enacted, That it shall be lawful also for the said *Manchester and Leeds* Railway Company, by and with the Authority of Three Fifths of the Proprietors who may be present, either personally or by Proxy, at some General Meeting of the said last-mentioned Company especially convened for the Purpose, to purchase, and for the Company by this Act incorporated, by and with a like Authority on the Part of the Proprietors in the said last-mentioned Company, to sell and transfer, the Undertaking by this Act authorized, or any Share or Interest therein, to the said *Manchester and Leeds* Railway Company, and whether before or after the Completion thereof (but subject to any existing Mortgages, Contracts, Agreements, or Liabilities affecting the same); and on the Completion of such Purchase, of which Completion a Transfer or Conveyance under the Corporate Seal of the Company hereby incorporated shall be sufficient Evidence, the said *Manchester and Leeds* Railway Company may have and hold the said Undertaking, or the Share therein purchased by them, and use, exercise, and enjoy, or participate in the Use, Exercise, and Enjoyment, of all the Rights, Powers, and Privileges conferred by this Act on the said Company hereby incorporated; and for such Purpose it shall be lawful for the said *Manchester and Leeds* Railway Company, if they see fit, by and with such Authority as aforesaid, to create such an additional Number of Shares, and to borrow such Sum of Money as may be necessary for completing such Purchase, or for constructing and working the said Railway by this Act authorized, provided the Amount of Capital by this Act authorized to be raised by such additional Shares shall not exceed the Amount of Capital by this Act authorized to be raised for the

the Purposes of the said Undertaking, and that the Money so to be borrowed shall not exceed One Third of the Amount of such Capital, and that no Money whatever shall be borrowed until One Half of the Money to be raised by Shares shall have been actually paid up: Provided always, that in the event of the whole of the Undertaking by this Act authorized being purchased by the said *Manchester and Leeds* Railway Company, then from and after the Completion of such Purchase the Company by this Act incorporated shall become amalgamated with and shall form Part of the said *Manchester and Leeds* Railway Company, and be subject to all the Provisions contained in the several Acts of Parliament which at the Period of such Amalgamation shall be in force relating to the said *Manchester and Leeds* Railway Company.

Directors on behalf of the Manchester and Leeds Company not to vote on any Question as to leasing the Line.

XLIV. And be it enacted, That it shall not be lawful for any of the Directors acting under this Act who may have been appointed by or on behalf of the said *Manchester and Leeds* Railway Company, nor for any Person nominated or appointed by the same Company to vote on its Behalf at any Meeting of the Company hereby incorporated, to vote as such Director or Nominee in any Question relating to the Sale or Lease of the said Railway or any Part thereof to the said *Manchester and Leeds* Railway Company, or to the working or using thereof by such Company.

Lands of the Manchester and Leeds Railway Company not to be taken without Consent.

XLV. And be it enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company hereby incorporated to take or enter upon any of the Lands or Grounds belonging to the *Manchester and Leeds* Railway Company, or to alter, vary, or interfere with the *Manchester and Leeds* Railway, or any of the Works thereof, further or otherwise than is hereby expressly authorized, without the Consent in Writing of the *Manchester and Leeds* Railway Company in every Instance for that Purpose first had and obtained.

Saving the Rights of the Manchester and Leeds Railway Company.

XLVI. And be it enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the *Manchester and Leeds* Railway Company, but saving and reserving to the said *Manchester and Leeds* Railway Company all the Rights, Privileges, and Franchises of the said Company, and also saving and reserving all such Powers, Authorities, and Provisions in the several Acts relating thereto as if this Act had not been passed.

Portion of Main Line on certain Lands in Hook and Goole, belonging to the Aire and Calder Company, to be made only as the Two

XLVII. And whereas by certain Acts of Parliament passed in the Tenth and Eleventh Years of King *William* the Third and the Fourteenth of King *George* the Third certain Powers for making and keeping navigable the Rivers *Aire* and *Calder* in the West Riding of the County of *York*, and for taking certain Tolls, Rates, or Duties for the Use thereof, and for divers other Purposes, are now vested in certain Persons called the Undertakers of the Navigation of the Rivers *Aire* and *Calder* in the County of *York*: And whereas under or by virtue of Two other Acts of Parliament passed respectively in the First and Ninth

Companies may agree.

Ninth Years of the Reign of King *George* the Fourth the said Undertakers are authorized and empowered to improve the said Navigation, and to make and construct divers Cuts, Canals, and Railways, and particularly a Cut or Canal from *Knottingley* to *Goole* aforesaid, and divers Warehouses, Docks, Wharfs, Quays, and other Works and Conveniences for Shipping at *Goole* aforesaid, and for those Purposes respectively to take or purchase Lands in manner in the same Acts respectively mentioned in that Behalf: And whereas the said Undertakers have, by virtue of the said Acts passed in the First and Ninth Years of the Reign of King *George* the Fourth, completed the said Cut or Canal from *Knottingley* to *Goole* aforesaid, as well as divers other Canals and Works, and have also, by virtue of the same Acts, purchased (amongst other things) all the Lands in the Township of *Goole* aforesaid lying on the North Side of the *Dutch* River, and also other Lands of considerable Extent in the Township of *Hook* aforesaid, upon Part of which Lands in each of the same Townships they have, in pursuance of the same Acts or One of them, made and constructed divers extensive Docks, Wharfs, Quays, Warehouses, and other Works and Conveniences for Shipping; and other Parts of which Lands still remain vested in the said Undertakers or their Trustees for the Uses and Purposes of the same Acts, and more especially for the Purpose of enabling them the said Undertakers to make new or other Docks, Wharfs, Quays, and Warehouses, Works, and Conveniences for Shipping, at or near *Goole* aforesaid, or to enlarge or alter the present Docks, Wharfs, Quays, Warehouses, Works, and Conveniences there, when and as Occasion may require: And whereas by virtue of a Commission of His said late Majesty King *George* the Fourth, bearing Date the Thirteenth Day of *December* in the Sixth Year of His Reign, and issued out of His said Majesty's Court of Exchequer at *Westminster*, and under the Seal of the said Court, His said Majesty did, by virtue and in pursuance of the Powers vested in him by an Act of Parliament made in the Sixth Year of His Reign, intituled *An Act for the general Regulation of the Customs*, appoint *Goole* to be a Port in the United Kingdom of *Great Britain* and *Ireland*, and the Limits of the same Port have been set out, and proper Places within the same have been appointed to be legal Quays for the lading and unlading of Goods, in manner in that Behalf directed by the said last-mentioned Act: And whereas it will be for the public Convenience and Advantage, and also for the mutual Benefit as well of the said Undertakers as of the said Company hereby incorporated, that the Means provided at the said Port for the Reception and Security of Ships or Vessels, and of Goods, Cattle, Minerals, and other Articles, should not only be preserved undiminished, but should be extended from Time to Time hereafter, as Occasion shall require: And whereas, in order effectually and conveniently to carry into effect the several Objects and Purposes aforesaid, and also for the Protection and Security of the said Undertakers, who have laid out considerable Sums of Money in and about the Purchase of the said Lands within the Townships of *Goole* and *Hook* aforesaid, and the Construction of the several Docks, Wharfs, Quays, Warehouses, and other Works and Conveniences for Shipping within the same Township, it is expedient to invest the said Undertakers with the several Rights and Powers, but subject nevertheless to the several Restrictions

6 G 4. c. 107.

Restrictions and Provisions herein-after in that Behalf granted or contained; be it therefore enacted, That all such Portions of the said Main Line of Railway hereby authorized to be made, and all such Stations, Sheds, Erections, Works, and Conveniences connected therewith, as shall lie within any Part or Parts of the Estate or Property of the said Undertakers or their Trustees in the said Townships of *Hook* and *Goole* or either of them, shall be made, by and at the Expence of the said Company hereby incorporated, in such Line, Level, and Direction, and in such Position, and of such Quality, Number, Extent, and Dimensions, and otherwise in such Manner as have been or shall be agreed upon between the said Undertakers and the said Company hereby incorporated; subject nevertheless to the Provisoes and Restrictions in this and "The Lands Clauses Consolidation Act, 1845," contained.

Lands not to be taken without Consent, &c.

XLVIII. Provided, and be it enacted, That none of the Docks, Quays, Wharfs, Warehouses, Sheds, or other Buildings of the said Undertakers or their Trustees in the Townships of *Hook* and *Goole* aforesaid or either of them, nor any greater or other Part of the other Lands or Buildings of the said Undertakers or their Trustees in either of the same Townships than shall be agreed upon as aforesaid between the said Undertakers and the said Company, or, in case of Difference about the same, shall be so determined as herein-after in that Behalf provided by such Person as the Board of Trade shall appoint, shall be injured or interfered with, or taken or used for any of the Purposes of this Act or of the said recited Acts, any thing in this Act or in the said recited Acts to the contrary thereof in anywise notwithstanding.

Disputes as to the Mode of constructing, &c. to be referred to the Board of Trade.

XLIX. And be it further enacted, That in case any Difference or Dispute shall at any Time or Times arise between the said Company hereby incorporated and the said Undertakers as to the Line, Level, or Direction of the said Portion of the said Main Line of Railway which is to be made within the Estate or Property of the said Undertakers in the said Townships of *Goole* and *Hook* or either of them, or any Part or Parts of such Portion, or as to the Position, Quality, Number, Extent, or Dimensions of the several Works to be connected therewith, or any of them, or any Part or Parts thereof, or as to the Manner in which the same Portion of the said Main Line, or any Part or Parts thereof, or any of the Works to be connected therewith, or any Part or Parts thereof, shall be constructed or made, then and in every such Case such Dispute or Difference shall be referred to such Person as the Board of Trade, on the Application of either of the said Parties, shall appoint to be the Referee in that Behalf, and the Determination of the said Referee thereupon shall be final and conclusive on both the said Parties.

Not to take certain Lands of the Aire and Calder Navigation without Consent.

L. Provided, and be it enacted, That nothing in this or the said recited Acts contained shall authorize the Company hereby incorporated to purchase, take, or use any Lands, Buildings, or other Works of or belonging to the said Undertakers or their Trustees which may be required for the Purpose of making the said Branch Railway terminating near the said River *Ouse* at or near to *Murham* otherwise *Morram*

Morram Lane Staith or *Shuffleton Bight* aforesaid, without the Consent of the said Undertakers, signified under the Hands of Five of their Committee of Directors, being first had and obtained for that Purpose.

Portion of Main Line in Hook and Goole to be constructed under the Superintendence of the Engineer of the Aire and Calder Company; and not to be used until approved of.

LI. And be it enacted, That all such Portions of the said Main Line of Railway, and all such Stations, Sheds, Erections, Works, and Conveniences connected therewith, as shall be made within the Estate or Property of the said Undertakers or their Trustees in the said Townships of *Goole* and *Hook* or either of them, shall be made by the said Company hereby incorporated under the Inspection of the Person who shall for the Time being be the Engineer appointed by the said Undertakers for that Purpose; and the said Company hereby incorporated, their Engineers and Contractors, and all Persons employed by them or any of them in the Construction thereof respectively, shall at all Times give full Information and Notice to such Engineer of the said Undertakers, and any Assistant Engineer or Engineers to be from Time to Time appointed by him in Writing, of the Time at which and the Manner in which the said Portion of the Main Line, and the Works therewith connected, and the several Parts thereof, are being constructed; and it shall not be lawful for the said Company hereby incorporated, or their Lessees, Licensees, or Assigns, or any Person or Corporation claiming or to claim under or through them or any of them, other than the said Undertakers, to make use of or enter upon the said Portion of the Main Line of Railway, or the Works connected therewith, or any Part thereof, except for the Purpose of completing the same, until the said Engineer of the said Undertakers, or, in case of Dispute, the Person to be appointed by the Board of Trade under the Reference Clause in that Behalf herein contained, shall have certified in Writing under his Hand that the whole of the said Portion of the Main Line of Railway and the Works connected therewith have been and are made and executed to his Satisfaction.

Such Portions of Main Line when constructed to be the Property of Undertakers, &c.

LII. And be it further enacted, That the said Portions of the said Main Line, and the Stations, Sheds, Erections, Works, and Conveniences connected therewith, which shall be made within the Estate or Property of the said Undertakers or their Trustees in the said Townships of *Goole* and *Hook* or either of them, shall, as the same respectively are constructed and made, become and be the Property of and vested in the Trustees of the said Undertakers, in trust for the said Undertakers, and the said Undertakers shall in consideration thereof pay to the said Company hereby incorporated such Price as shall be fixed in manner herein-after in that Behalf provided.

Purchase Money to be the Sum expended in Construction.

LIII. And be it enacted, That the Purchase Money to paid by the said Undertakers for the said Railway, Stations, Sheds, Erections, Works, and Conveniences to become vested in their Trustees as aforesaid, shall be the Amount of the several Sums of Money which shall be properly and reasonably expended by the said Company hereby incorporated in making of such of the said Railways, Stations, Sheds, Erections, Works, and Conveniences as shall be the Consideration for such Purchase Money; and if any Disputes or Differences shall arise between the said Undertakers and the said Company hereby incorporated as to the Amount of any such Purchase Money, such

Disputes as to Amount, &c. to be

Disputes

Disputes or Differences shall be referred to such Person as the Board of Trade shall, on the Application of either of the said Parties, appoint for that Purpose, and the Determination of such Person thereupon shall be final and conclusive upon both the said Parties.

referred to the Board of Trade.

LIV. And be it further enacted, That it shall be lawful for the said Undertakers or their Trustees, by Indenture under the Hands and Seals of such Trustees, to grant to the said Company hereby incorporated, their Lessees or Assigns, and to any other Railway Company or Companies whose Line or Lines of Railway, or any Branch thereof respectively, shall intersect or join the said Main Line of Railway hereby authorized to be made, or shall come up to the said Port of *Goole*, any such Lease or Leases of or Licence or Licences to travel on and use such and such Portions of the Railways and Works hereby authorized to be made as shall from Time to Time be vested in the Trustees of the said Undertakers, for such Rents and for such Considerations as shall from Time to Time be agreed upon; and the Directors of the Company hereby incorporated, and of any Company who shall for the Time being be the Lessees or Assignees of the said Railway and Works or any Part thereof, are hereby authorized from Time to Time to accept such Lease or Licence, and such Lessees or Licensees shall during the Continuance of their respective Leases and Licences enjoy and exercise such of the Powers, Privileges, and Authorities which might under this Act, or the Act called the Railways Clauses Consolidation Act, 1845, be held and exercised or enjoyed by the Company hereby incorporated if they had continued to be the Proprietors and Occupiers of the Railways or Portions of Railway which form the Subject Matter of such Lease or Licence as shall be expressed in such Lease or Licence; and all and every the Rents and Sums reserved or made payable to the said Undertakers or their Trustees by virtue of any such Lease or Licence as aforesaid shall be charged on the Tolls or Rates made payable by this Act and by the special Acts relating to such other Line or Lines of Railway respectively, and shall be recoverable by the said Undertakers or their Trustees by the like Means and in like Manner, and with the like Powers and Remedies for the Recovery thereof in every respect, as are by the said Act called "The Lands Clauses Consolidation Act, 1845," provided for the Recovery of any yearly Rents which may be reserved by any Conveyance made to the Promoters of the Undertaking by virtue of that Act, or by any other Act which now is or shall at any Time hereafter be passed for the Recovery of Rents from the Promoter or Promoters of Undertakings of a public Nature.

Power for the Undertakers to grant Leases of the Lines so vested in them.

LV. And be it further enacted, That any Contract or Agreement which may have been entered into between any Persons acting in the Name of the said Company hereby incorporated, or the *Manchester and Leeds* Railway Company, or any Person acting on their Behalf, and the said Undertakers or their Trustees, before the passing of this Act, but consistently with the Powers thereof, shall be as binding and effectual as though the same had been made between the said Company hereby incorporated and the said Undertakers or their Trustees, or the said *Manchester and Leeds* Railway Company, after the passing and under the Powers of this Act.

Confirmation of Agreements already entered into between the Two Companies.

LVI. And

Power for the Undertakers to construct new Docks upon Lands belonging to them.

LVI. And be it further enacted, That if at any Time or Times hereafter the said Undertakers shall deem it expedient to enlarge, increase, or alter any of their present Docks, Wharfs, Quays, Canals, Ponds, Warehouses, Yards, or other Works and Conveniences for Shipping, or for the loading, unloading, Reception, Deposit, or Security of Goods, Cattle, Minerals, or other Articles, at *Goole* or *Hook* aforesaid, or to make or construct any new or other Docks, Wharfs, Quays, Canals, Warehouses, Yards, or other Works or Conveniences at or near to *Goole* or *Hook* aforesaid, either for Shipping or for the loading or unloading, Reception, Deposit, or Security of Goods, Cattle, Minerals, or other Articles, it shall be lawful for the said Undertakers, from Time to Time, at their Discretion, so to do, upon any of the Lands in *Goole* or *Hook* aforesaid, already purchased by and remaining vested in them or their Trustees as herein-before mentioned; and in case the Line or Lines of Railway, or the Station, Sheds, Erections, Works, or other Conveniences belonging thereto, hereby directed to become or be the Property of or vested in the Trustees of the said Undertakers, or any new or other Line or Lines of Railway, or Stations, Sheds, Erections, Works, or Conveniences which may hereafter be made in substitution for the same by virtue of this Act, or any Part or Parts thereof respectively, shall be found by the said Undertakers to prevent or impede them in so doing, it shall be lawful for the said Undertakers from Time to Time, when and so often as such Prevention or Impediment shall occur, to alter, vary, or remove any of the said Line or Lines of Railway, or the said Stations, Sheds, Erections, Works, or Conveniences, or any Part or Parts thereof respectively, they the said Undertakers, at their own Expence, making and constructing or laying down such new Line or Lines of Railway, or such new Stations, Sheds, Erections, Works, or Conveniences, as shall, either of themselves or together with such Portions, if any, of the old Line or Lines of Railway, and the old Stations, Sheds, Erections, Works, and Conveniences as may be left unaltered, be sufficient for the public Accommodation; and such new Line or Lines of Railway, and other Stations, Sheds, Erections, Works, and Conveniences so to be made, constructed, or laid down as aforesaid, shall thereupon be and become appropriated and used for the Purposes of this Act, in lieu of and substitution for such old Line or Lines of Railway, Stations, Sheds, Erections, Works, and Conveniences, or so much thereof as the said Undertakers shall have altered, varied, or removed as aforesaid; and when and so soon as such new Line or Lines of Railway, Stations, Sheds, Erections, Works, and Conveniences as aforesaid shall have been made and completed, the old Line or Lines of Railway, Stations, Sheds, Erections, Works, and Conveniences, in substitution for which such new Line or Lines of Railway, Stations, Sheds, Erections, Works, and Conveniences shall have been made, shall from thenceforth be held and enjoyed by the said Undertakers or their Trustees for the Purpose of enlarging, increasing, or altering their present or making any new or other Docks, Wharfs, Quays, Canals, Ponds, Warehouses, Yard, or other Works or Conveniences for Shipping, or for the loading, unloading, or Deposit or Security of Goods, Cattle, Minerals, or other Articles, as they shall think fit: Provided always, that Three Months at the least before the said Undertakers shall alter, vary, or remove any such Line or Lines of Railway, or any such Stations, Sheds, Erections, Works, or Conveniences as aforesaid, they the said Undertakers

Power to remove the Line, &c. and construct another.

New Lines to be used as the old.

The old Line to be held by the Undertakers.

Notice to be given before Removal, &c.

Undertakers shall give to the said Company hereby incorporated Notice in Writing of their Intention to make such Alteration, Variation, or Removal, and such Notice shall be accompanied with a Plan showing the Nature and Extent of such intended Alteration, Variation, or Removal, and of the Accommodation intended to be provided for the Public, in lieu of the Accommodation intended to be withdrawn; and in case the said Company hereby incorporated shall not, within the Space of Three Months after receiving such Notice as aforesaid, give Notice in Writing to the said Undertakers that they the said Company differ with the said Undertakers as to the Necessity or Expediency of the Alteration, Variation, or Removal proposed by such first-mentioned Notice or Plan, or as to the Sufficiency of the Accommodation thereby proposed to be made in lieu of the Accommodation thereby proposed to be withdrawn, or as to any of the Details contained in such first-mentioned Notice or Plan, the said Company, their Lessees or Assigns, shall be estopped from afterwards disputing the same or objecting thereto; and in case of such Notice of Difference being given within the Time aforesaid, every such Difference shall, on the Application of either Party, be referred to the said Board of Trade, or to some Person to be appointed by them, whose Determination therein shall be final and conclusive on both the said Parties.

Railway Company estopped, after Expiration of Three Months, from objecting to Removal.

In case of Difference, same to be referred to the Board of Trade.

LVII. Provided always, and be it enacted, That, notwithstanding any such Alteration, Variation, or Removal as aforesaid, the Rents or Sums reserved or made payable by the said Company hereby incorporated to the said Undertakers, by or in respect of any such Lease or Licence as aforesaid, shall remain and continue payable to and recoverable by the said Undertakers, as fully and effectually, and by the same Ways and Means, as if no such Alteration, Variation, or Removal had been made; and the Amount of such Compensation shall be neither diminished nor increased by reason of any such Alteration, Variation, or Removal, or of any Substitution of other Works for the Works so altered, varied, or removed as aforesaid.

Rents reserved to continue payable notwithstanding Removal of Line.

LVIII. Provided always, and be it enacted, That when and so often as they the said Undertakers shall deem it expedient to make any new or additional Dock or Docks, Canal or Canals, or to enlarge any of their present Docks, Basins, Canals, or other Works, it shall be lawful for them to connect the same with the present or other Docks, Basins, or Works of the said Undertakers at or near to the said Port of *Goole* by means of any Cut, Locks, or other Communications underneath the Line of any of the said Railways hereby authorized to be made, they the said Undertakers, at their own Expence, finding and providing good and sufficient Swing Bridges for the Purpose of carrying the said Railway across such Cut, Lock, or other Communication, and, at the like Expence, maintaining and keeping such Bridges in repair; such Swing Bridges, nevertheless, to be always kept shut by the said Undertakers when any Train of the Company hereby incorporated shall require to pass or repass the same.

Power for the Undertakers to connect present with any new Docks by Cuts under the Railway with Swing Bridges.

LIX. Provided, and be it enacted, That it shall not be lawful for the said Company hereby incorporated, or their Lessees, Licensees, or Assigns, or any Person or Corporation claiming or to claim the said Railways

Railway Company not to use Wharfs or

Cranes within One Mile of Goole Terminus.

Railways or any Part thereof under them or any of them, other than the said Undertakers, without the Consent of the said Undertakers in Writing first had and obtained, to take or use or occupy any Lands or Premises within the said Townships of *Hook* and *Goole* or either of them, as or for the Purpose of a Dock or Basin, or a Wharf, Quay, or other Place for the shipping or unshipping of Animals, Goods, Minerals, or other Articles, nor to use or employ, at any Place within One Mile of the Terminus of the said Main Line at the said Port of *Goole*, any floating or moveable Crane or Machinery for the shipping or unshipping of Animals, Goods, Minerals, or other Articles that have been or are intended to be conveyed on the said Railway hereby authorized to be made, or any Part thereof.

Certain Goods, &c. not to be taken off or placed upon the Railway within Six Miles of Goole.

LX. And for the Protection of the said Undertakers from being deprived of their reasonable Dues, under the said Act of the Ninth Year of the Reign of His late Majesty King *George* the Fourth, upon Vessels laden wholly or in part with Animals, Goods, Minerals, and other Articles that shall have been or be intended to be carried or conveyed on any of the said Railways hereby authorized to be made, by a colourable Use of a small Portion of the said Canal between *Knottingley* and *Goole*, be it enacted, That no Animals, Goods, Minerals, or other Articles which shall have passed or shall be intended to pass through any Dock or Docks, Basin or Basins of the said Undertakers in the said Townships of *Goole* or *Hook* shall be placed upon or taken off any of the said Railways at any Point within the Distance of Six Miles from the said Docks of the said Undertakers, without the Consent of the said Undertakers or their Committee of Directors being first, either before or after the passing of this Act, obtained for that Purpose; and that every Person who shall without such previous Consent as aforesaid place upon or take off any of the said Railways, at any Point within the said Distance of Six Miles from the said Docks, any Animals, Goods, Minerals, or other Articles which shall have passed or shall be intended to pass through any Dock or Docks, Basin or Basins of the said Undertakers in the said Townships of *Goole* or *Hook*, and every Person whatsoever who shall be privy to the Commission of any of the said Offences, shall for every such Offence severally forfeit the Sum of Twenty Pounds to the Use of the said Undertakers, to be recovered by the said Undertakers by Action of Debt in any of Her Majesty's Superior Courts.

Power to the Undertakers to agree with other Railway Companies.

LXI And whereas some Companies or Persons may be hereafter authorized by Parliament to make other Railways, besides the said Railway hereby authorized to be made, up to the Port of *Goole*, or so as to communicate therewith, and as well in order to prevent unnecessary Injury to and Interference with the present Works and Estate of the said Undertakers or their Trustees at *Goole* and *Hook* aforesaid, as to secure to the said Undertakers the Means of extending such Works when and as Occasion shall require, it is desirable that any other Railways which may be hereafter made up to the said Port of *Goole*, or so as to communicate therewith, should in passing over the Estate of the said Undertakers or their Trustees in *Goole* and *Hook* aforesaid be made in the same Line or Lines as the Railway hereby authorized to be made, or as near thereto as practicable, and that the same

same Stations, Sheds, Erections, Works, and Conveniences should, so far as may be practicable, be and form a general Station, or connected Stations, Sheds, Erections, Works, and Conveniences for the equal Use and Benefit of the said Company hereby incorporated and of all other Companies and Persons who may be authorized by Parliament to make Railways up to or so as to communicate with the said Port of *Goole*; be it therefore enacted, That it shall be lawful for the said Undertakers or their Trustees, and they are hereby expressly empowered, to contract and agree with any Companies or Persons who may be desirous of making Railways up to the said Port of *Goole*, or so as to communicate therewith, for allowing to them the Use and Enjoyment, in common with the said Company hereby incorporated, of all or any of the several Railways and Stations, Sheds, Erections, Works, and Conveniences which they the said Undertakers or their Trustees may have vested in them in pursuance or under the Authority of this Act, upon such Terms and Conditions as may be mutually agreed upon between the said Undertakers or their Trustees and such Companies or Persons respectively, any thing in this Act contained to the contrary thereof in anywise notwithstanding; provided that such Terms and Conditions shall have been first assented to by the said Company hereby incorporated, or in case of their being dissatisfied therewith shall have been approved of by the said Board of Trade, or some Person to be appointed by them, whose Approval thereof, or of any Modification thereof, to which all Parties other than the said Company hereby incorporated, their Lessees, Licensees, or Assigns, shall assent, shall render the same binding and conclusive upon the said Company hereby incorporated, their Lessees, Licensees, and Assigns.

Such Agreements to be assented to by this Company, or by Referee.

LXII. And be it enacted, That it shall be lawful for any Companies or Persons who may be authorized by Parliament to make other Railways communicating with the said Port of *Goole* to make such last-mentioned Railways so as to join and unite with the Main Line of Railway hereby authorized to be made by the said Company hereby incorporated, and to make use of so much of such Main Line of Railway as shall lie between the Point of such Junction and that Portion of such Main Line which is herein-before directed to be vested in the said Undertakers or their Trustees, on such Terms and Conditions as, in case of Difference between the said Company hereby incorporated and such other Companies or Persons as aforesaid, shall be determined by the said Board of Trade, or some Person to be appointed by the said Board for that Purpose.

Liberty for other Companies to use the Railway.

LXIII. And be it further enacted, That in making the said Railway hereby authorized to be made along that Part of the Line or Course thereof which lies in the several Townships of *Goole*, *Hook*, *Airmin* otherwise *Armin* otherwise *Armyn*, and *Rawcliffe*, the said Company hereby incorporated shall and they are hereby required wherever the same shall intersect any Road or Way at present used, or which shall at any Time previously to the Execution of that Part of the said Railway be laid out by the Order of Two Justices of the Peace for the West Riding of the County of *York*, for the Purpose of Communication between the adjacent Country lying to the North of the said Line and the said Cut or Canal from *Knottingley* to *Goole*, or any

Company to carry certain Roads intersected by the Railway either over or under the same in a certain Manner.

any Wharfs or Warehouses situate thereon respectively, at their own Costs and Charges to erect and build, and for ever thereafter maintain, a good and substantial Viaduct or Archway, as the Case may require, for passing such Roads or Ways, either over or under the said Railway, of such Dimensions, and with such convenient Heights, and, in the event of carrying the same over the said Railway, with such Slopes and Approaches thereto, as the respective Engineers for the said Undertakers and for the said Company hereby incorporated, or their Umpire by them from Time to Time to be appointed, either before or after any Difference of Opinion in such Behalf shall have arisen between such Engineers, shall from Time to Time direct; and further,

Company to construct and maintain additional Roads under certain Circumstances.

that if it shall at any Time hereafter be made to appear, and be certified by any Two of Her Majesty's Justices of the Peace for the West Riding of the County of *York* under their Hands and Seals, that any additional public or private Roads or Ways are reasonably required to be made for the greater Facility of Trade, or of Communication between the said Cut or Canal from *Knottingley* to *Goole* and the District lying on the North Side of the said Cut or Canal, and such Roads or Ways could have been lawfully and of right made by the Person or Persons applying to such Justices, in the Course or Direction required, if the said Railway had not been made, then and in every such Case the said Company hereby incorporated shall and they are hereby required, at the Expence of the Party requiring the same, either to make, and for ever thereafter to maintain, a good and sufficient Road or Archway under the said Railway, or a Road or Way, Viaduct or Bridge over the said Railway, as the Case may require, (to be determined by such Justices, and ordered by Writing under their Hands and Seals,) of such Dimensions and with such Heights and other Conveniences as to the said Justices shall appear reasonable and necessary, for the Passage of such additional Roads or Ways, and which said Passages, Viaducts, and Archways shall thenceforth be or become free for the Passage of all Persons whomsoever entitled to use the same Roads or Ways, with Horses, Carts, and Carriages, to and from the said Navigation, at all Times whatsoever.

Company to make and maintain Culverts under the Railway.

LXIV. And be it enacted, That the said Company shall and they are hereby required to make and from Time to Time maintain such Openings under the said Railway or the Embankment thereof, in the several Parishes or Places of *Snaith* and *Cowick* and *Rawcliffe* aforesaid, for the Escape of Water in Time of Flood, so as to prevent any Injury to the said Cut or Canal from *Knottingley* to *Goole*, or any other of the Cuts, Canals, or Works of the said Undertakers, or any Obstruction, Delay, or Inconvenience to the Navigation or Use thereof respectively, by reason of such Floods, as any Two Justices of the Peace for the West Riding of the said County shall from Time to Time by Writing under their Hands and Seals in that Behalf direct.

Bridges of certain Dimensions to be constructed over the River Calder.

LXV. And whereas the said Railway is intended to be carried over the navigable River *Calder* in the Townships of *Wakefield* and *Sandal Magna* in the County of *York*, and also over the said Cut or Canal made by the said Undertakers called the *Knottingley* and *Goole* Canal, at or near *Cridling Stubbs* Bridge in the Township of *Cridling Stubbs* in the same County; and it is expedient to make further Provision respecting

respecting the Manner in which the said Railway shall cross the said River *Calder* and Cut or Canal respectively, and to provide for the free Passage of Water in or to the said River, Cut, or Canal respectively, and for the free Access to and along the same River, Cut, or Canal for the Trade and Merchandize thereof; be it therefore enacted, That in carrying the said Railway over the said River *Calder* the said Company hereby incorporated shall and they are hereby required, at their own Expence, (under the Inspection of the Engineer of the said Undertakers for the Time being, and according to Plans to be approved of by the respective Engineers of the said Undertakers and of the said Railway Company, or their Umpire,) to make and execute at such Crossing a good and substantial Bridge of Stone, Brick, or Iron, of Three Arches or horizontal Openings, over the said River *Calder* and the Towing Path thereof, with proper Approaches thereto, with perpendicular Foundation Walls to such Bridge, and without any Projections under Water, the Towing Path whereof shall not be less than Eight Feet in Width, and shall be carried under such of the Arches or horizontal Openings of the said Bridge as the Engineer of the said Undertakers shall direct, and the Breast Wall of which Towing Path shall be built perpendicular from the Foundation thereof, the under Side of the Opening at the Keystone of each of the Arches or horizontal Openings of such Bridge not being less than Twenty-three Feet in Height above the ordinary Surface-water Level of the said River *Calder* at the Place where such Bridge shall be so erected, and the Span of each Arch or horizontal Opening of such Bridge not being less than Fifty Feet, measured on the Square; and in carrying the said Railway over the said Cut or Canal called the *Knottingley* and *Goole* Canal, the said Company hereby incorporated shall and they are hereby also required, at their own Expence, to erect and build a good and substantial Bridge of Stone, Brick, or Iron, of One Arch, over the same Cut or Canal and the Towing Path thereof, with proper Approaches to the same Bridge, and with perpendicular Foundation Walls to such Bridge, without any Projections under Water, the Width of the Towing Path of which said Cut or Canal shall not be less than Ten Feet, and the Breast Walls of which Towing Path shall be built perpendicularly from the Foundation thereof, the under Side of the Opening at the Keystone of the Arch of such last-mentioned Bridge not being less in Height above the Surface-water Level of the said Cut or Canal, where such last-mentioned Bridge shall be constructed, than the under Sides of the Openings at the Keystones of the Arches of the present Stone Bridges over the same Cut or Canal immediately above and below the same Place are above such Surface-water Level, and the under Side of the Arch of the said Bridge so to be made over the same Cut or Canal not being less than Nine Feet in Height above the said Towing Path, and the Opening or Span of the Arch of such last-mentioned Bridge not being less than Seventy-seven Feet, measured on the Square; and the Space between the Piers of the Arches of such respective Bridges (except so much thereof respectively as shall be occupied by the respective Towing Paths of such Bridges) shall, after the same Bridges shall have been completed, be cleared out by the said Company to the Depth of Eight Feet below the ordinary Surface Water under the same respectively, and from Time to Time and at all Times thereafter,

except during the necessary Repairs of such Bridges, or the Erection of any future Bridges, be kept and preserved open, uninterrupted, navigable Waterways.

For protecting the Navigation of the River Calder during the Construction of the Railway.

LXVI. Provided always, and be it further enacted, That the said Company hereby incorporated shall and they are hereby required, during the Progress of constructing the said respective Bridges or of the necessary Repairs thereof respectively, or of the Erection of any future Bridges in lieu thereof respectively, from Time to Time and at all Times, unless the said Undertakers shall consent to a different Scale of Dimensions, to leave an open, uninterrupted, navigable Waterway in the said River *Calder* of not less than Thirty Feet in Width, and Twenty Feet in Height above the ordinary Surface-water Level thereof, and in the same Cut or Canal of not less than Thirty Feet in Width, and not less in Height above the ordinary Surface-water Level thereof than the under Sides of the Openings at the Keystones of the Arches of the present Stone Bridges over the same Cut or Canal immediately above and below the same Place are above such Surface-water Level, together with a sufficient Towing Path to the said River and Canal respectively; and that no Part of the present Towing Paths thereof respectively shall be disturbed or obstructed until the Wall of the new Towing Path, to be substituted or used instead thereof, shall be erected, and the Ground made good and properly gravelled, and open for the Passage of Horses under such respective Bridges; and during the Time of constructing the said Bridge over the said River *Calder* sufficient Space shall be left for passing the Waters thereof freely and without flooding the adjoining Lands; and in case, by reason of any Accident, or in the Execution of any of the Works by this Act authorized, or by reason of the bad State of Repair of any Part of such Works or of the said Bridges or either of them, or of any of the Slopes, Banks, or Walls of the said Railway near to the said River *Calder*, Cut, or Canal, it shall happen that the same River, Cut, or Canal, or either of them, or the Towing Paths thereof respectively, or any Part thereof, shall be obstructed, so that Boats, Barges, Lighters, or other Vessels navigating or using the same shall be impeded in their Passage, or shall not be able at all Times freely and uninterruptedly to pass along the same, or in case the navigable Waterways or Towing Paths herein-before required to be preserved during the Progress of the Works, or either of them, shall at any Time be contracted to a less Width than herein-before prescribed, then and in each and every such Case the said Company hereby incorporated shall pay to the said Undertakers of the said Navigation, as or by way of ascertained Damages, the Sum of Ten Pounds for every Hour during which any such Obstruction or Contraction shall continue; provided always, that if such Obstruction or Contraction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of any of the Servants of or other Persons employed by the said Railway Company, or their Contractor or Contractors, then and in every such Case the said Railway Company shall pay to the said Undertakers the Sum of Thirty Pounds for every Hour during which the said Obstruction or Contraction shall continue, as and by way of ascertained Damages; and in default of Payment of the said Sum or Sums,

as

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

Brooks, &c. intersected by the Railway to be carried either over or under the Railway.

LXVII. And be it further enacted, That wheresoever the said Railway shall cross or intersect any Brook or Stream of Water now falling into or supplying the said Rivers *Aire* and *Calder*, or either of them, or any of the Cuts or Canals of the said Undertakers, the said Company hereby incorporated shall and they are hereby required, at their own Expence, to cause such Brooks or Streams to be either carried over or under the said Railway, and into the same Rivers, Cuts, and Canals respectively, at their present Places, and for that Purpose to make proper and sufficient Culverts, Drains, and Aqueducts for the same, to the Intent that the Supply of Water to the same Rivers, Cuts, and Canals respectively may not in any Manner be diminished or prejudiced.

Company to maintain Bridges and Culverts.

LXVIII. Provided always, and be it further enacted, That the said Company hereby incorporated shall and they are hereby required, at their own Expence, to maintain the said several Bridges and Culverts, Passages, and Viaducts which they are hereby required to make as aforesaid, elsewhere than in the said Townships of *Goole* and *Hook*, in perfect Repair, and well and sufficiently drained, and (except in the Case of Archways or Culverts passing under the said Railway) sufficiently fenced off; and if the said Railway shall be at any Time abandoned by the said Company, the said Company shall, at their own Expence, remove the said Bridges, Culverts, Passages, and Viaducts, and all the Materials thereof, if they shall be required so to do by the said Undertakers; and in case the Bridges to be erected for the

the said Railway over the said River *Calder* or Canal, or the Approaches, Sides, Slopes, or Banks of the said Railway near the same River or Canal, or the Culverts, Arches, or Viaducts to be erected by the said Company for any Brooks or Streams supplying any of the said Rivers or Canals, shall at any Time or Times be out of repair, and the said Company hereby incorporated shall, after reasonable Notice in Writing left at any Office of the said Company, neglect to put the same in good Repair, it shall be lawful for the said Undertakers to do the needful Repairs in that Behalf, and to recover the Amount of the Expences thereof from the said Railway Company, by Action of Debt or on the Case, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*.

For protecting the Lands and Works of of the Undertakers.

LXIX. And whereas it is proposed to carry the said Railway through or over Part of a Piece of Land belonging to and held by the said Undertakers for the Purposes of the said Navigation, situate at *Wakefield* aforesaid, and numbered Thirty on the Plan of the said Railway deposited as aforesaid; be it further enacted, That it shall not be lawful for the said Company hereby incorporated to make any Deviation whatever from the Course or Direction or to alter the Line in or upon which the same Railway is herein-before directed to be made and constructed, where the same passes through or over any Part of the said Piece of Land, or where it crosses the said River *Calder* and Canal respectively, nor to take or use for the Purposes of the said Railway any more of the said Piece of Land marked Number Thirty on the same Plan than is absolutely necessary for the said Railway, not exceeding Thirty-six Feet in the Width, so far as the same passes through or over any Part of the same Piece of Land, and the necessary Slopes or Embankments thereof; nor shall the said Company be authorized to make, erect, or set up any other Bridges over, or Tunnels, Passages, Culverts, Drains, or Works under or upon the said River *Calder*, Cuts or Canals, or any of them, other than such as are herein-before required or mentioned and provided for; nor shall it be lawful for the said Company hereby incorporated to take or use or in any way damage the said River *Calder*, or the said Cuts, Canals, Brooks, or Streams herein-before mentioned, or any or either of them, or the Locks, Towing Paths, Bridges, or other Works or Property of the said Undertakers or any of them, or any Part or Parts thereof respectively, without the Consent of the said Undertakers in Writing first had and obtained, other than and except in the Manner herein-before expressly provided for and authorized; nor shall it be lawful for the said Company hereby incorporated to make temporary Use, in the Manner authorized by this Act, or the said several Acts herein-before mentioned to be incorporated therewith, of any Lands the Property of the said Undertakers within the said Townships of *Hook* and *Goole* or either of them, lying at a greater Distance than Ten Yards from the Railway or Works then in the Course of Construction by the said Company hereby incorporated, or of any of the Towing Paths or Banks of the said Undertakers.

Company to erect a Bridge to communi-

LXX. And be it further enacted, That prior to the said Railway being carried across a certain Field of the said Undertakers situate in the said Township of *Knottingley*, and numbered One hundred and eighty

on

on the said Plan, the said Company hereby incorporated shall and are hereby required to erect, at such Place as shall be pointed out for that Purpose by the Engineer of the said Undertakers, a good and sufficient Bridge of Brick, Stone, or Iron, for the Purpose of forming a Communication equal in Convenience to the present Mode of Communication between a certain Windmill, of and belonging to the said Undertakers, situate in the same Field, and the *Red House* and *Weeland* Turnpike Road, with convenient Slopes and Approaches thereto; and the said Railway Company shall for ever thereafter maintain and keep the said Bridge, Slopes, and Approaches in good and sufficient Repair.

Bridge to communicate between the Windmill belonging to the Undertakers in Knottingley and the Red House and Weeland Turnpike Road.

LXXI. And be it further enacted, That, save as herein-before mentioned and provided, nothing in this or the said recited Acts contained shall diminish, alter, prejudice, or affect or take away any of the Rights, Privileges, Powers, or Authorities vested in the said Undertakers, or authorize or empower the Company hereby incorporated to divert or alter the Course or Level of the said Rivers *Aire* and *Calder*, or either of them, or the said Cuts or Canals, or any of them, or the Towing or Foot Paths thereto belonging, or any of them, or any Part thereof, or in any Manner to obstruct the Navigation of the said Rivers, Cuts, or Canals, or any of them, or any Part thereof, or to divert, intercept, cut off, take, use, or diminish, or raise or sink, any of the Streams of Water supplying the same Rivers, Cuts, or Canals, or any of them, or to hinder, obstruct, or prevent the said Undertakers at any Time hereafter, and from Time to Time, from further enlarging or straightening the same Rivers, Cuts, or Canals, or from making such Cuts or Canals, or other Works and Improvements to the said Navigation, as they are lawfully authorized to make or execute, in the same Manner and as fully in all respects as the said Undertakers could or might have done had not this Act been passed; provided the same shall not interfere with the Construction of or prevent the free Passage of Passengers and Goods along the said Railway for any longer Time or in any other Manner than shall be necessary.

Saving the Rights of the Undertakers.

Rivers Aire, Calder, &c. not to be interfered with, &c.

LXXII. And whereas Part of the Lands which may be required for the Purposes of this Act belong to the Queen's most Excellent Majesty in right of Her Duchy of *Lancaster*; be it enacted, That it shall be lawful for the Chancellor and Council of Her Majesty's Duchy of *Lancaster* for the Time being to agree with the said Company for the absolute Sale in Fee Simple of the Lands or any Part thereof of or belonging to Her said Majesty in right of Her said Duchy which shall be required for the Purposes of this Act, at or for such Price or Compensation in Money, and upon such Terms and Conditions, as shall be settled and agreed upon between the said Chancellor and Council and the said Company, and upon Payment of such Price or Compensation, by any Deed or Writing under the Seal of the Duchy, in the Name of Her said Majesty, Her Heirs and Successors, to convey the same Lands, and the Fee Simple and Inheritance thereof, to the said Company, their Successors and Assigns, for the Purposes of this Act; which said Deed or Writing, being enrolled in the Court of the Duchy Chamber of *Lancaster* within Six Calendar Months from the Date thereof, shall be effectual to vest in the said Company the Fee Simple and

Authorizing Sale of Lands belonging to the Duchy of Lancaster, and providing for Application of Purchase Money.

and Inheritance of the same Lands, any thing contained in the Act passed in the First Year of Her Majesty Queen *Ann*, intituled *An Act for the better Support of Her Majesty's Household and the Honour and Dignity of the Crown*, or in any other Act to the contrary in anywise notwithstanding; and the Purchase Money or Consideration for the same Lands shall be paid into the Hands of the Receiver General of the Revenues of the said Duchy, and Receipts and Acquittances shall be given by him for the same, and the same either shall and may be invested in the Purchase of Bank Annuities according to the Powers and Provisions contained or referred to in an Act passed in the Forty-eighth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act to improve the Land Revenue of the Crown in* England, *and also of His Majesty's Duchy of* Lancaster, with respect to the Purchase Money to be paid for Property belonging to the Crown within the Survey and Receipt of the said Duchy, under the therein recited Acts, or the same or any Part thereof may, either without any previous Investment, or after such, and either alone or together with any other Monies which shall for the Time being have arisen or shall hereafter arise from the Sale of Lands and Hereditaments, Part of the Possessions of the said Duchy, be laid out according to the Provisions of an Act passed in the Fifty-seventh Year of His said Majesty King *George* the Third, intituled *An Act for ratifying Articles of Agreement entered into by the Right Honourable* Henry Hale *Viscount* Gage *and the Commissioners of His Majesty's Woods and Forests and Land Revenues, and for the better Management and Improvement of the Land Revenues of the Crown*, or the said Monies, and also any such other Monies, whether previously invested or not, or any Part thereof respectively, may be laid out in the Purchase of Lands which, in the Judgment of the said Chancellor and Council, shall be deemed convenient to be held with any Possession of the said Duchy, as the Chancellor and Council for the Time being of the said Duchy shall direct by any Order or Orders in that Behalf; and the said Chancellor and Council shall, for the Purposes of this Act, have and be entitled to all such Powers and Provisions in reference to the Monies (if any) so invested in Bank Annuities, and so to be laid out and invested as aforesaid, as under or by virtue of the said recited Act of the Fifty-seventh Year of King *George* the Third they are entitled to concerning any Sums or Funds of or belonging to the Duchy of *Lancaster*, in the same Act particularly mentioned or referred to; and the Lands and Hereditaments (if any) so purchased on behalf of the said Duchy as aforesaid shall be conveyed and assured to the Use of Her Majesty, Her Heirs and Successors, in right of Her said Duchy of *Lancaster*, and shall vest in Her said Majesty, Her Heirs and Successors, in the same Right, and as fully and effectually as the Lands to be conveyed to the said Company were vested in Her immediately before such Conveyance, and be held with the like Incidents, and be subject to the same Application, to all Intents and Purposes, as the said Lands so to be conveyed to the said Company were held by Her immediately before such Conveyance; and every such Conveyance to the Use of Her Majesty, Her Heirs and Successors, may be in the Form in the Schedule marked (A.) to this Act annexed, or as near thereto as may be.

13 W. 3. & 1 Ann. c. 7.

48 G. 3. c. 73.

57 G. 3. c. 97.

LXXIII. And

Authorizing Sale of Glebe Land of the Rectory of Crofton for a Rent-charge.

LXXIII. And whereas Her Majesty, in right of Her Duchy of *Lancaster*, is seised of or entitled to the Advowson and Right of Presentation to the Rectory of the Parish of *Crofton* in the West Riding of the County of *York*: And whereas Part of a certain Field situate in the said Parish, numbered 32 on the said deposited Plan, Part of the Glebe Lands belonging to the said Rectory, will be required by the said Company for the Purposes of the said Railway; be it enacted, That it shall be lawful for the Chancellor for the Time being of the said Duchy, and the Incumbent for the Time being of the said Rectory, to sell and convey to the said Company, at the Expence of the said Company, the Fee Simple and Inheritance of the said Field, in consideration of a perpetual annual Rent-charge of Ten Pounds (which Rent-charge the said Company is hereby authorized and required to grant), to be issuing out of all and singular the Lands, Hereditaments, Tolls, Rates, Property, and Effects of the said Company; and the said Rent-charge shall be granted or conveyed to and held by the Rector for the Time being of the said Rectory and his Successors for ever; and the Grant or Conveyance thereof shall contain all such Powers of Entry and Distress for the Recovery of the said Rent-charge, and other Provisions in respect thereof, as the said Chancellor and the Council of the said Duchy, or their Counsel, shall advise, devise, or require; and such Grant or Conveyance shall be registered in the Registry in the Diocese in which the said Rectory is situate, and enrolled in the Court of the Duchy Chamber of *Lancaster*, within Six Calendar Months from the Date thereof.

Saving Rights of the Crown and the Duchy of Lancaster.

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

Regulations as to a Drain or Waterway in the Potter Grange Estate, and as to the Portion of such Estate lying between the Railway and the Goole and Knottingley Canal.

LXXV. And be it enacted, That in making the said Railway through the Lands of the Devisees of *John Clark* deceased, called the *Potter Grange* Estate, in the Township of *Airmin*, the Company shall not do any Act or Thing whereby or in consequence whereof the Capacity of a certain Drain or Waterway on the Westward Boundary of the said Estate shall or may be diminished, or whereby or in consequence whereof the Means for warping and draining, by the said Waterway or the Works connected therewith, may be rendered less effective than heretofore; and that the said Company shall so make and construct the Railway as that such Side of the Embankment thereof as shall be nearest to the *Goole* and *Knottingley* Canal shall be at the Distance throughout the whole of the said Lands of not less than Fifteen Yards from the nearest Bank of such Canal, and shall for ever hereafter permit the Owner or Owners for the Time being of such Portion of the said *Potter Grange* Estate as shall be separated by the said Railway from the *Goole* and *Knottingley* Canal to carry the Water to or from the said Drain or Waterway, along the whole or any Part of the Southern Side of the Embankment of the said Railway, by means of such Culvert or Culverts, or Drain or Drains, as the said Owner or Owners shall think proper; and further, that if the said Company

Company shall require any Earth, Soil, or other Materials from the said *Potter Grange* Estate for the Construction of the Embankment of the said Railway over the said Estate, or for any other of the Purposes of such Railway, such Earth, Soil, or other Materials shall be taken from that Portion only of the said Estate which lies on the North of the said Railway, the said Company paying for the Earth, Soil, or other Materials so to be taken such Compensation as provided in the like Cases by the Acts incorporated in this Act, or One of them; but that nothing in this Act and the said herein incorporated Acts, or any of them, contained, shall authorize the said Company to take any Part of the Land from which such Earth, Soil, or other Materials shall be taken as aforesaid, or any Part of the said *Potter Grange* Estate lying between the said Railway and the said Canal, without the Consent in Writing of the Owner or Owners for the Time being of the said Estate; and that the said Company shall and are hereby required to permit and suffer the Water which shall be admitted to overflow the Land from which such Earth, Soil, or other Materials shall be taken as aforesaid for the Purpose of warping the same Land to run against the Embankment of the said Railway, or otherwise that the said Company shall and they are hereby required, at their own Expence, to make and maintain a warping Bank adjoining to the said Railway, until such Land shall be warped; and that (except as by this Act provided) nothing in this Act and the said herein incorporated Acts, or any of them, contained, shall prejudice or affect, or be deemed or construed as authorizing the said Company to prejudice or interfere with, any of the Rights, Powers, or Authorities vested in the Owner or Owners for the Time being of the said *Potter Grange* Estate, or any Part thereof, under or by virtue of the Act for enabling the Undertakers of the Navigation of the Rivers *Aire* and *Calder* to make the said Canal.

Roads to be made under Railway where it crosses the Potter Grange Estate.

LXXVI. And be it enacted, That in making the said Railway through the said Lands called the *Potter Grange* Estate the said Company shall carry such Railway into and out of such Lands by means of Two Bridges or Viaducts, to be respectively made within the said Estate, one of them at each End of such Portion of the said Railway as shall pass through the said Lands, and shall also, at their own Expence, well and effectually make, with Stone, a Road under each of the said Bridges or Viaducts, of the Depth, from the Centre of the Arch of such Bridge to the Surface of such Road, of Eight Feet, and of such a Span as to leave a clear and open Roadway under each such Bridge or Viaduct of not less than Ten Feet in Width (exclusive, as to the Bridge or Viaduct on the said Western Boundary of the said Estate, of the Drain or Waterway herein-before mentioned, in case such last-mentioned Bridge or Viaduct shall pass over the said Drain or Waterway,) with Approaches to each such Road on both Sides thereof, of an Ascent or Descent not exceeding One Foot in Thirty Feet until such Approaches shall terminate in a Level, which Roads or Approaches, after having been so made and constructed, shall be maintained and kept in repair by and at the Expence of the Owner or Owners for the Time being of the said *Potter Grange* Estate.

For protecting the Red House and

LXXVII. And whereas the said Railway is intended to be carried by means of a Bridge across a certain Road authorized to be repaired and

and maintained by an Act passed in the First Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for improving the Road from the* Red House *near* Doncaster *to the South Side of* Wakefield Bridge, *and from* Wakefield *to* Pontefract, *and from thence to* Weeland, *and from* Pontefract *to* Wentbridge, *all in the West Riding of the County of* York; and it is expedient that Provision should be made for preventing an Accumulation of Water on such Road, by reason of the said Road being lowered; be it therefore enacted, That before the said Railway Company shall make any Alteration in such Road by lowering the same they shall form and lay down, and for ever after maintain and repair, to the Satisfaction of the Trustees of the said Turnpike Road, or of their Surveyor for the Time being, a good and sufficient Drain for carrying off all Water that might otherwise accumulate thereon; and in case the said Company shall neglect to form and lay down such Drain, or effectually to maintain or repair the same, they shall forfeit and pay to the Trustees of the said Turnpike Road for the Time being the Sum of Ten Pounds, and the further Sum of Forty Shillings for every Day during which such Drain shall not be so formed and laid down or maintained or repaired as aforesaid, to be recovered against the said Company as liquidated Damages, by Action of Debt or on the Case, at the Suit or in the Names of the said Trustees or any Five of them, or of their Treasurer for the Time being.

Weeland Turnpike Road.
1 W. 4. c. 44.

LXXVIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to lessen, defeat, prejudice, alter, or affect the Jurisdiction, or any of the Rights, Privileges, Powers, or Authorities of or in anywise belonging to the Commissioners of Sewers for the Time being of and for the Level of *Hatfield Chase* and Parts adjacent in the Counties of *York*, *Lincoln*, and *Nottingham*, with respect to the Walls, Banks, Culverts, Rivers, Streams, Sewers, Drains, Ditches, Watercourses, Bridges, Dams, Floodgates, Cuts, Calcies, Sluices, Cloughs, or other Works, Aids, and Defences whatsoever, which now are or at any Time or Times and from Time to Time for ever hereafter shall or may be within, under, and subject to the Control, Survey, Order, Direction, or Management of the said Commissioners of Sewers, but that the same, and all Estate, Right, Title, or Interest which the said Commissioners of Sewers now have, or shall, can, or may have therein respectively, shall remain, continue, and be in the said Commissioners of Sewers, as fully, beneficially, and effectually, to all Intents and Purposes, as if this Act had not been passed; and also, that all and singular the new Works hereafter to be made by virtue of the Powers given by this Act shall, when made, (so far as relates to or concerns the Drainage and Preservation of the Level and Parts aforesaid, or any Part or Portion thereof,) be under and subject to the like Control, Survey, Order, Direction, or Management of the said Commissioners of Sewers, any thing in this Act contained to the contrary thereof in anywise notwithstanding: Provided always, that nothing herein contained shall be construed to confer on the said Commissioners any Powers or Authorities relative to the said Railway and Works hereby authorized the Exercise of which would endanger the Safety or Stability of the said Railway and Works.

Saving the Rights of the Commissioners of Hatfield Chase.

Railway to be subject to the Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., and 7 & 8 Vict. c. 85.

LXXIX. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of Mails by Railway;* and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways;* and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops;* and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament; and for other Purposes in relation to Railways;* be it enacted, That nothing in this Act contained shall be held to exempt the said Railway or the said Company from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect to the said Railway and Company so far as the same shall be applicable thereto.

Provision for future general Railway Acts and Revision of Tolls.

LXXX. And be it further enacted, That nothing herein contained shall be deemed or construed to exempt the Railway by this or the said recited Acts authorized to be made from the Provisions of any general Act relating to such Bills, or of any general Act relating to Railways, which may hereafter pass during the present or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act.

Company to apply to Parliament to make a more direct Line of Railway to Leeds;

LXXXI. And whereas it is desirable, for the public Benefit, that a more direct Communication should be formed between the Port of *Goole* and the Town of *Leeds* than will be effected by the Railway hereby authorized; be it therefore enacted, That the Company hereby authorized shall and they are hereby required, within One Year after the passing of this Act, to apply to Parliament for Power to make and maintain a Line of Railway, diverging from the Line of Railway hereby authorized at or near the Town of *Pontefract*, and terminating at some convenient Place on the Line of the *North Midland* Railway, or *York and North Midland* Railway, or at or near the North Point of Junction of those Two Lines: Provided always, that nothing in this Act contained shall enable the Company to construct any Part of their Railway or Works, or to enter upon or take any Lands for the Purposes thereof, between the Station of the *Manchester and Leeds* Railway Company at *Wakefield* and the Town of *Pontefract*, until such Application to Parliament as aforesaid shall have been made, without the previous Consent in Writing of all and every the Owners of the Lands which may be required for the Purposes of the Railway and Works between the Places last aforesaid.

but not to interfere with Lands for such Purpose without Consent of Owners.

Interpretation of the Expression "The Railway."

LXXXII. And be it enacted, That the Expression "the Railway" shall mean the Railway, Branch Railways, Communications, and Works hereby authorized to be constructed.

Public Act.

LXXXIII. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

SCHE-

SCHEDULE (A.) above referred to.

THESE are to witness, That in consideration of the Sum of £ paid to *A. B.* of by *C. D.*, the Receiver General of the Revenues of the Duchy of Lancaster, on behalf of Her Majesty, he the said *A. B.* doth by these Presents grant, convey, and assure unto the said *C. D.*, his Heirs and Assigns, all that to have and to hold the same unto the said *C. D.*, his Heirs and Assigns, to the Use of Her said Majesty, Her Heirs and Successors, in right of Her said Duchy.

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