



ANNO DUODECIMO & DECIMO TERTIO

VICTORIÆ REGINÆ.

Cap. lxxxi.

An Act to consolidate into One Act and to amend the Provisions of the several Railway and Dock Acts relating to the *Manchester, Sheffield, and Lincolnshire* Railway Company, and to amend their Canal Acts. [1st August 1849.]

WHEREAS an Act was passed in the Seventh Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for making a Railway from Sheffield in the West Riding of the County of York to Manchester in the County of Lancaster*, whereby the *Sheffield, Ashton-under-Lyne, and Manchester* Railway Company was incorporated: And whereas an Act was passed in the Session of Parliament held in the Fifth and Sixth Years of the Reign of Her present Majesty, intituled *An Act to alter and amend some of the Provisions of the Act relating to the Sheffield, Ashton-under-Lyne, and Manchester Railway*: And whereas an Act was passed in the Session of Parliament held in the Sixth and Seventh Years of the Reign of Her said Majesty, intituled *An Act to increase the Capital of the Sheffield, Ashton-under-Lyne, and Manchester Railway Company, and to alter and enlarge the Powers of the said Company*: And whereas an Act was passed in the Session of Parliament held in the Seventh and Eighth Years of the Reign of Her

7 W. 4. &
1 Vict. c. 21

5 & 6 Vict.
c. 18.

6 & 7 Vict.
c. 9.

[Local.] 13 Q said

- 7 & 8 Vict.
c. 83. said Majesty, intituled *An Act to enable the Sheffield, Ashton-under-Lyne, and Manchester Railway Company to make a Branch Railway to Ashton-under-Lyne and Stalybridge; and to alter and enlarge the Powers of the said Company*: And whereas an Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign
- 9 & 10 Vict.
c. 230. of Her said Majesty, called "*The Sheffield, Ashton-under-Lyne, and Manchester Railway (Whaley Bridge and Hayfield Branches) Act, 1846*:" And whereas another Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her said
- 9 & 10 Vict.
c. 187. Majesty, called "*The Sheffield, Ashton-under-Lyne, and Manchester Railway (Dukinfield and Glossop Branches and Sheffield Station Enlargement) Act, 1846*:" And whereas an Act was passed in the Session of Parliament held in the Eighth and Ninth Years of the
- 8 & 9 Vict.
c. 50. Reign of Her said Majesty, called "*The Great Grimsby and Sheffield Junction Railway Act, 1845*," whereby the *Great Grimsby and Sheffield Junction Railway Company* was incorporated: And whereas an Act was passed in the Session of Parliament held in the Ninth and
- 9 & 10 Vict.
c. 100. Tenth Years of the Reign of Her said Majesty, intituled *An Act to authorize the Great Grimsby and Sheffield Junction Railway Company to make an Extension from their Line of Railway in the Parish of Bole in the County of Nottingham to the Town of Newark-upon-Trent in the same County*: And whereas another Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the
- 9 & 10 Vict.
c. 99. Reign of Her said Majesty, intituled *An Act for enabling the Great Grimsby and Sheffield Junction Railway Company to make an Extension from the Market Rasen Branch of the Great Grimsby and Sheffield Junction Railway to communicate with the City of Lincoln, and also a Branch to the Town of Barton-upon-Humber, and other Works connected therewith*: And whereas another Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the
- 9 & 10 Vict.
c. 98. Reign of Her said Majesty, intituled *An Act for making certain new Lines and Deviations in the Line of the Great Grimsby and Sheffield Junction Railway, and for constructing a Branch therefrom to the Town of Caistor, all in the Parts of Lindsey in the County of Lincoln*: And whereas another Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her
- 9 & 10 Vict.
c. 101. said Majesty, intituled *An Act for establishing a Steam Communication across the River Humber, in connexion with the Great Grimsby and Sheffield Junction Railway*: And whereas another Act was passed in the Session of Parliament held in the Ninth and Tenth
- 9 & 10 Vict.
c. 304. Years of the Reign of Her said Majesty, called "*The Sheffield and Lincolnshire Junction Railway Act, 1846*," whereby the *Sheffield and Lincolnshire Junction Railway Company* was incorporated: And whereas another Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her said Majesty,
- 9 & 10 Vict.
c. 319. called "*The Sheffield and Lincolnshire Extension Railway Act, 1846*," whereby the *Sheffield and Lincolnshire Extension Railway Company* was incorporated: And whereas an Act was passed in the Session of Parliament held in the Thirty-sixth Year of the Reign of King George
- 36 G. 3. c. 98. the Third, intituled *An Act for widening, deepening, enlarging, altering, and improving the Haven of the Town and Port of Great Grimsby in the County of Lincoln*, whereby the *Grimsby Haven Company* was incorporated: And whereas an Act was passed in the Session

Session of Parliament held in the Thirty-ninth Year of the Reign of King George the Third, intituled *An Act to enable the Grimsby Haven Company to finish and complete the Navigation of the said Haven, and for amending an Act passed in the Thirty-sixth Year of the Reign of His present Majesty, for widening, deepening, enlarging, altering, and improving the Haven of the Town and Port of Great Grimsby in the County of Lincoln*: And whereas an Act was passed in the Session of Parliament held in the Sixth Year of the Reign of King George the Fourth, intituled *An Act for amending and rendering more effectual Two Acts of the Thirty-sixth and Thirty-ninth Years of His late Majesty, for improving the Haven of Great Grimsby in the County of Lincoln*: And whereas an Act was passed in the Session of Parliament held in the Eighth and Ninth Years of the Reign of Her said Majesty, called "*The Grimsby Docks Act, 1845,*" whereby the *Grimsby Haven Company* was dissolved, and the *Grimsby Dock Company* was incorporated, and the Three last-recited Acts which relate to the *Grimsby Haven Company* were repealed; but the Undertaking of the said *Grimsby Haven Company*, and all their Estate, Rights, Powers, Privileges, and Authorities under the said Acts, were transferred to and vested in the said *Grimsby Dock Company*: And whereas an Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her said Majesty, intituled *An Act to amalgamate the Sheffield, Ashton-under-Lyne, and Manchester Railway Company, the Sheffield and Lincolnshire Junction, the Sheffield and Lincolnshire Extension, and the Great Grimsby and Sheffield Railway Companies, and the Grimsby Dock Company*, whereby the said Companies were dissolved, and re-incorporated under the Name of the *Manchester, Sheffield, and Lincolnshire Railway Company*: And whereas an Act was passed in the Session of Parliament held in the Tenth and Eleventh Years of the Reign of Her said Majesty, called "*The Manchester, Sheffield, and Lincolnshire Railway (Bugsworth Branch and Amendment of Acts) Act, 1847:*" And whereas another Act was passed in the Session of Parliament held in the Tenth and Eleventh Years of the Reign of Her said Majesty, called "*The Manchester, Sheffield, and Lincolnshire Railway (Wragby Branch) Act, 1847:*" And whereas another Act was passed in the Session of Parliament held in the Tenth and Eleventh Years of the Reign of Her said Majesty, called "*The Manchester, Sheffield, and Lincolnshire Railway (Thurgoland Coal Branch) Act, 1847:*" And whereas an Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her said Majesty, called "*The Manchester and Lincoln Union Railway and Chesterfield and Gainsborough Canal Act, 1846,*" whereby the *Manchester and Lincoln Union Railway and Chesterfield and Gainsborough Canal Company* was incorporated: And whereas an Act was passed in the Session of Parliament held in the Tenth and Eleventh Years of the Reign of Her said Majesty, called "*The Manchester and Lincoln Union Railway (Deviation) Act, 1847:*" And whereas another Act was passed in the Session of Parliament held in the Tenth and Eleventh Years of the Reign of Her said Majesty, called "*The Manchester, Sheffield, and Lincolnshire Railways and Manchester and Lincoln Union Railway and Chesterfield and Gainsborough Canal Amalgamation Act, 1847,*" whereby

39 G. 3. c. 70.

6 G. 4. c. 114.

8 & 9 Vict.
c. 202.9 & 10 Vict.
c. 268.10 & 11 Vict.
c. 116.10 & 11 Vict.
c. 138.10 & 11 Vict.
c. 165.9 & 10 Vict.
c. 358.10 & 11 Vict.
c. 102.10 & 11 Vict.
c. 190.

whereby the *Manchester and Lincoln Union Railway and Chesterfield and Gainsborough Canal Company* was dissolved, and their Undertaking vested in the *Manchester, Sheffield, and Lincolnshire Railway Company*: And whereas an Act was passed in the Session of Parliament held in the Eleventh and Twelfth Years of the Reign of Her said Majesty, called “*The Manchester, Sheffield, and Lincolnshire Railways (Station at Sheffield and Branch to the Sheffield Canal) Act, 1848* :” And whereas another Act was passed in the Session of Parliament held in the Eleventh and Twelfth Years of the Reign of Her said Majesty, called “*The Manchester, Sheffield, and Lincolnshire Railway (Barnsley Junction and Branches) Act, 1848* :” And whereas another Act was passed in the Session of Parliament held in the Eleventh and Twelfth Years of the Reign of Her said Majesty, called “*The Manchester, Sheffield, and Lincolnshire Railway (Crossing of Sheffield Street, &c.) Act, 1848* :” And whereas another Act was passed in the Session of Parliament held in the Eleventh and Twelfth Years of the Reign of Her said Majesty, called “*The Manchester, Sheffield, and Lincolnshire Railway (Station Approach at Manchester) Act, 1848* :” And whereas another Act was passed in the Session of Parliament held in the Eleventh and Twelfth Years of the Reign of Her said Majesty, intituled *An Act for improving the Steam Communication across the River Humber belonging to the Manchester, Sheffield, and Lincolnshire Railway Company, for erecting a Pier at Kingston-upon-Hull and enlarging the Works at New Holland, for making a connecting Link near Habrough in the County of Lincoln, for regulating the Pilotage of the Port of Great Grimsby, and for amending the Acts relating to the Manchester, Sheffield, and Lincolnshire Railway*, called by the short Title of “*The Manchester, Sheffield, and Lincolnshire Railway (Humber Ferries Improvement) Act, 1848* :” And whereas it is expedient that the Provisions of the said recited Acts, so far as they relate to the said Railways and Steam Communication and Works connected therewith, and to the said *Grimsby Docks*, should be consolidated into One Act, and that certain of such Provisions should be amended; but the same cannot be done 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 from and after the passing of this Act the *Manchester, Sheffield, and Lincolnshire Railway Company*, incorporated as herein-before mentioned, shall be and the same is hereby dissolved, and the several herein-before recited Acts shall be and the same are hereby repealed.

Recited
Acts re-
pealed.

Certain Pro-
visions of
9 & 10 Vict.
c. 267. re-
pealed.

II. And whereas an Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her present Majesty, intituled *An Act for vesting in the Sheffield, Ashton-under-Lyne, and Manchester Railway Company the Peak Forest Canal and the Macclesfield Canal*, whereby certain Provisions were enacted for limiting the maximum Tolls and Rates of Charge to be taken upon the *Sheffield, Ashton-under-Lyne, and Manchester Railway*, and enabling the taking of certain Tolls and Charges on such Railway, and

and regulating the Weight of Passengers Luggage, and subjecting the Collectors of Tolls to Penalties for certain Offences, and providing Remedies against such Collectors, and enacting that the Company should provide locomotive Power: Be it enacted, That all the Provisions of the said Act relating to the several Matters aforesaid (but not further or otherwise) shall be and the same are hereby repealed.

III. And whereas by an Act passed in the Session of Parliament held in the Eighth and Ninth Years of the Reign of Her present Majesty, called "*The Manchester South Junction and Altrincham Railway Act, 1845,*" the *Sheffield, Ashton-under-Lyne, and Manchester* Railway Company were authorized to raise, by the Creation of Shares in their Undertaking, Capital to the Extent of One hundred and seventy-five thousand Pounds, which Capital became subsequently vested in the Company hereby dissolved: And whereas another Act was passed in the Session of Parliament held in the Tenth and Eleventh Years of the Reign of Her present Majesty, called "*The Transfer of the Earl of Ellesmere's Interest in the Manchester South Junction and Altrincham Railway Act, 1847,*" whereby the Company hereby dissolved were empowered to raise Capital, by the Creation of Shares in their Undertaking, to the Extent of Thirty-two thousand Pounds: And whereas another Act was passed in the Session of Parliament held in the Eleventh and Twelfth Years of the Reign of Her present Majesty, called "*The Manchester South Junction and Altrincham Railway (Station Enlargement, &c.) Act, 1848,*" whereby the said Company hereby dissolved were authorized to raise Capital in manner aforesaid to the Extent of One hundred and twenty-five thousand Pounds: And whereas another Act was passed in the Session of Parliament held in the Tenth and Eleventh Years of the Reign of Her present Majesty, called "*The Manchester, Buxton, Matlock, and Midlands Junction Railway Act, 1847,*" whereby the said Company hereby dissolved were authorized to raise Capital by the Creation of Shares, or by Mortgage of their Undertaking to the Extent of Fifty thousand Pounds: And whereas another Act was passed in the Session of Parliament held in the Tenth and Eleventh Years of the Reign of Her present Majesty, intituled *An Act to enable the Manchester, Sheffield, and Lincolnshire Railway Company to sell the Water not required for their Canals called the Peak Forest Canal and Macclesfield Canal, and to make additional Works in connexion with such Canals,* whereby the said Company hereby dissolved were authorized to raise Capital in manner aforesaid to the Extent of Ninety thousand Pounds, and to borrow Money on Mortgage of their Undertaking to the Extent of Thirty thousand Pounds: Be it enacted, That all the Provisions of the lastly herein-before recited Acts, so far as such Provisions relate to the authorizing and raising of Capital by the said *Sheffield, Ashton-under-Lyne, and Manchester* Railway Company, and by the Company hereby dissolved, and so far also as such Provisions confer Power upon the last-mentioned Company to borrow Money on Mortgage of their Undertaking or on Bond (but not further or otherwise), shall be and the same are hereby repealed.

Certain Provisions of
8 & 9 Vict.
c. 111.,
10 & 11 Vict.
c. 73.,
11 & 12 Vict.
c. 58.,
10 & 11 Vict.
c. 247.,
10 & 11 Vict.
c. 279., as to
raising
Money and
borrowing
Money on
Mortgage,
&c., repealed.

Repeal of
Acts not to
revive Acts
thereby re-
pealed, or
certain Dues
formerly
payable to
the Corpora-
tion of Great
Grimsby or
to Lord Yar-
borough.

IV. Provided always, and be it enacted, That the Repeal by this Act of all or any of the Acts and Provisions of Acts herein-before recited or mentioned shall not revive any Acts or Provisions of any Acts by the said repealed Acts or Provisions of Acts, or any of them, repealed, and shall not extend or be construed to extend to revive or continue certain Dues heretofore payable to the Mayor and Burgesses of the Town or Borough of *Grimsby* otherwise *Great Grimsby* upon Vessels coming into the said Haven, by way of and in respect of Anchorage and Moorage, or certain other Sums of Money heretofore payable to the Right Honourable *Charles Lord Yarborough* for or in respect of every Ship, Sloop, or other Vessel coming into the said Haven of *Grimsby* otherwise *Great Grimsby*, by way of Beaconage Dues, or the Right to certain specific Parts and Proportions of the Cargoes with which such Ships or Vessels were freighted or laden, which the said *Charles Lord Yarborough* claimed to be entitled to receive previously to the passing of the said recited Act of the Thirty-sixth Year of the Reign of His Majesty King *George* the Third, relating to the said Haven, but the same respectively shall continue to be abolished, and cease to be paid or payable or receivable, as if this Act had not been passed.

Saving
Rights.

V. Provided always, and be it enacted, That nothing in this Act contained shall extend in any way to defeat, affect, or prejudice any Rights, Privileges, Liberties, Powers, Easements, Accommodations, or Exemptions, not herein-after specified and reserved or otherwise expressly provided for by this Act, which under or by virtue of the said recited Acts or any of them were given, granted, continued, or reserved to or for the Benefit of any Persons or Corporations whose Estates, Properties, or Interests are, have been, or may be in anywise affected in or by the making of or maintaining or otherwise on account of the Railways, Docks, and Works by the same Acts respectively authorized to be made and maintained, or to which such Persons or Corporations are or may be, or but for the Repeal of the said recited Acts would have been, otherwise entitled, under or by virtue of such Acts or any of them, and which Rights, Privileges, Liberties, Powers, Easements, Accommodations, or Exemptions were subsisting or capable of being exercised at the Time of the passing of this Act, but all such Rights, Privileges, Liberties, Powers, Easements, Accommodations, and Exemptions shall be and they are hereby declared to be as valid and effectual as if the said Acts were not repealed, and such several Persons and Corporations shall be entitled to and shall have, use, and enjoy the same Rights, Privileges, Liberties, Powers, Easements, Accommodations, and Exemptions, or such and so many of them as immediately before the passing of this Act they were entitled to have, use, and enjoy, as fully and effectually as if the said Acts had not been repealed, and shall and may have and be entitled to such or the like Powers and Remedies upon and against the Company hereby incorporated, for securing the Possession, Use, and Enjoyment of such Rights, Privileges, Easements, Accommodations, and Exemptions, as under the Provisions of the said recited Acts they had or were or might have been entitled to against the Company hereby dissolved in case the said recited Acts had not been repealed; and all such

such Penalties, Damages, Monies, Costs, and Expenses as under the Provisions of the said recited Acts or any of them would or hereafter might have become payable to or recoverable by such Persons and Corporations as aforesaid, of and from the Company hereby dissolved, in case the same Acts had not been repealed, shall and may be payable by and recoverable from the Company hereby incorporated, in such Manner and by such Ways and Means (except when they shall be otherwise provided for by this Act) as the same are respectively made payable and recoverable under the Provisions of the said recited Acts.

VI. And be it enacted, That the Companies Clauses Consolidation Act, 1845, the Lands Clauses Consolidation Act, 1845, the Railways Clauses Consolidation Act, 1845, and the Harbours, Docks, and Piers Clauses Act, 1847, shall, so far as they are not modified by or inconsistent with the Provisions of this Act, be incorporated with and form Part of this Act; and that the said Railways Clauses Consolidation Act shall (so far as aforesaid) be applicable to all the Railways and Works herein-after referred to as forming the Railway Undertaking of the Company hereby incorporated, as fully and effectually, to all Intents and Purposes, as if the said Railways and Works had been originally authorized to be constructed by this Act; and the said Harbours, Docks, and Piers Clauses Act shall (so far as aforesaid) be applicable to all the Docks and other Works herein-after referred to as forming the Dock Undertaking of the Company hereby incorporated, as fully and effectually as if such Docks and Works had been originally authorized to be constructed by this Act; and the said Lands Clauses Consolidation Acts shall (so far as aforesaid) be applicable to all Lands which under or by virtue of this Act may be vested in or authorized to be acquired by the said Company for the Purposes of their said Railway and Dock Undertakings, as fully and effectually as if such Lands had been originally authorized to be purchased for the Purposes aforesaid by this Act: Provided always, that nothing in the said Railways Clauses Consolidation Act contained shall be held or construed to render necessary any Alteration in the Construction of any Railway or Part of any Railway or any Work which may have been made under the Authority of any Act passed prior to the passing of the said Railways Clauses Consolidation Act.

Provisions of
8 & 9 Vict.
cc. 16., 18.,
and 20., and
10 & 11 Vict.
c. 27., incor-
porated with
this Act.

VII. And be it enacted, That from and after the passing of this Act the several Persons and Corporations who immediately before the passing thereof were Proprietors of Shares in the Company hereby dissolved, and all other Persons and Corporations who shall hereafter subscribe towards the several Undertakings of the Company hereby incorporated, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making, working, completing, and maintaining the several Railways, Steam Communication, Docks, and Canals of the said hereby dissolved Company, and which are herein-after referred to as the Railway Undertaking, the Dock Undertaking, and the Canal Undertaking of the Company hereby incorporated under the Authority of this Act, and of the several Acts which may be in force relating to such Under-

Re-incorporation of
Manchester,
Sheffield, and
Lincolnshire
Railway
Company.

takings

takings respectively, and for the Purposes aforesaid shall be incorporated by the Name of “The *Manchester, Sheffield, and Lincolnshire* Railway Company,” and by that Name shall be a Body Corporate and have a Common Seal, with perpetual Succession, and shall have Power to purchase, hold, sell, and dispose of Lands for the Purposes of the said Undertakings; and the Common Seal of the Company hereby dissolved shall be the Common Seal of the Company hereby incorporated.

Defining the
Railway
Undertaking
of the Com-
pany.

VIII. And be it enacted, That the Railway Undertaking of the Company hereby incorporated shall consist of the several Railways, Steam Communication, and Works connected therewith respectively which at the Time of the passing of this Act were vested in or authorized to be constructed or purchased by the Company hereby dissolved, and which are as follows; that is to say,

First, a Main Line of Railway (herein-after called for Distinction “*The Main Line from Manchester to Sheffield*”) commencing in the Township of *Ardwick* in the Parish of *Manchester* in the County of *Lancaster* (where the same forms a Junction with the *London and North-western* Railway), and terminating in the Township of *Brightside Bierlow* in the Parish of *Sheffield* in the West Riding of the County of *York*, which Main Line from *Manchester* to *Sheffield* was authorized by the herein-before recited Act of the Seventh Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for making a Railway from Sheffield in the West Riding of the County of York to Manchester in the County of Lancaster*;

Second, a Main Line of Railway, with Two short Branches therefrom, (herein-after called for Distinction “*The Main Line from Sheffield to Gainsborough*”,) such Main Line commencing by a Junction with the said Main Line from *Manchester* to *Sheffield* in the said Township of *Brightside Bierlow* in the said Parish of *Sheffield*, and terminating (near *Gainsborough*) in the Parish of *Beckingham* in the County of *Nottingham*, and one of the said Branches commencing by a Junction with the said Main Line from *Sheffield* to *Gainsborough* in the Parish of *Handsworth* in the said West Riding, and terminating by a Junction with the *Midland* Railway in the Parish of *Beighton* in the County of *Derby*, and the other of the said Branches commencing by a Junction with the said Main Line from *Sheffield* to *Gainsborough* in the Parish of *Ashton-cum-Aughton* in the said West Riding, and terminating by a Junction with the said *Midland* Railway within the same Parish, which Main Line from *Sheffield* to *Gainsborough* (including the said Two Branches) was authorized by “*The Sheffield and Lincolnshire Junction* Railway Act, 1846,” herein-before recited;

Third, a Main Line of Railway (herein-after called for Distinction “*The Main Line from Gainsborough to Grimsby*”) commencing near *Gainsborough* by a Junction with the said Main Line from *Sheffield* to *Gainsborough* in the Parish of *Bole* in the County of *Nottingham*, and terminating at or near the *Grimsby* Docks in the Parish of *Great Grimsby* in the Parts of *Lindsey* in the County

7 W. 4. &
1 Vict. c. 21.

9 & 10 Vict.
c. 319.

- County of *Lincoln*, which Main Line from *Gainsborough* to *Grimsby* was authorized by "The *Great Grimsby and Sheffield Junction Railway Act, 1845*," herein-before recited ; 8 & 9 Vict. c. 50.
- Fourth, a Share in a joint or common Station at *Store Street* in *Manchester* (herein-after called for Distinction "*The Store Street Station in Manchester*") belonging to and in the joint Use of the Company and the *London and North-western Railway Company*, under the Authority of an Act passed in the Session of Parliament held in the Second and Third Years of the Reign of Her present Majesty, intituled *An Act to enable the Manchester and Birmingham Railway Company to vary and extend the Line of their Railway, and to amend the Act relating thereto* ; 2 & 3 Vict. c. 69.
- Fifth, Two Railway Communications, with Works, Approaches, and Conveniences connected therewith, in *Manchester* in the County of *Lancaster*, (herein-after called for Distinction "*The Bridge across Store Street and Station Approaches in Manchester*,") the one of such Communications being from the joint Station of the Company and the *London and North-western Railway Company* adjoining to and on the Southerly Side of *Store Street* to a separate Station and Land of the Company adjoining to and on the Northerly Side of such Street, by means of a Viaduct across the same Street, and the other of the said Communications being from the *London and North-western Railway* at a Point near *Travis Street* in *Manchester* aforesaid to the said joint Station and to the said separate Station, by means of a Viaduct to and over the said joint Station, together with the Right and Power to lay Rails and make a Railway over and upon the said Viaducts and the said joint Station, which said Bridge across *Store Street* and Station Approaches in *Manchester* were authorized by "The *Manchester, Sheffield, and Lincolnshire Railway (Station Approach in Manchester) Act, 1848*," herein-before recited ; 11 & 12 Vict. c. 64.
- Sixth, a Railway Communication, with Works, Approaches, and Conveniences connected therewith, in *Manchester* in the County of *Lancaster*, herein-after called for Distinction "*The Bridge across Sheffield Street and Station Enlargement in Manchester*," such Communication being from the said joint Station of the Company and the said *London and North-western Railway Company* which is adjoining to and on the Westerly Side of *Sheffield Street* to certain Warehouses and Lands of the Company which are on the Easterly Side of and adjoining to such Street, by means of a Viaduct across the last-mentioned Street, together with the Right and Power to lay Rails and make a Railway over and upon the said Bridge or Viaduct, and to provide increased Station Accommodation at or near *Ducie Street* in *Manchester* aforesaid, which said Bridge across *Sheffield Street* and Station Enlargement in *Manchester* were authorized by "The *Manchester, Sheffield, and Lincolnshire Railway (Crossing of Sheffield Street, &c.) Act, 1848*," herein-before recited ; 11 & 12 Vict. c. 69.
- Seventh, a Branch Railway (herein-after called for Distinction "*The Ashton Branch*") commencing by a Junction with the said Main Line from *Manchester* to *Sheffield* in the *Audenshaw* [Local.] 13 S Division

7 & 8 Vict.
c. 83.

Division of the Parish of *Ashton-under-Lyne* in the County of *Lancaster*, passing through the Town of *Ashton-under-Lyne*, and terminating in the Town of *Stalybridge* in the same Parish, which said *Ashton* Branch was authorized by the herein-before recited Act of the Seventh and Eighth Years of the Reign of Her said present Majesty, intituled *An Act to enable the Sheffield, Ashton-under-Lyne, and Manchester Railway Company to make a Branch Railway to Ashton-under-Lyne and Stalybridge, and to alter and enlarge the Powers of the said Company*;

11 & 12 Vict.
c. 69.

Eighth, Two Station Approaches, with Station Accommodation, Works, and Conveniences connected therewith, at and near the Town of *Stalybridge* in the Parish of *Ashton-under-Lyne* in the County of *Lancaster* (herein-after called for Distinction "*The Station Approaches at Stalybridge*"), the one of such Approaches being by means of a Branch Railway from the said *Ashton* Branch to the Goods Station of the Company at *Stalybridge*, and the other of them being by means of a new Road from *Hulley Street* in *Stalybridge* to the said Goods Station, which said Station Approaches at *Stalybridge* were authorized by "*The Manchester, Sheffield, and Lincolnshire Railway (Crossing of Sheffield Street, &c.) Act, 1848,*" herein-before recited;

9 & 10 Vict.
c. 187.

Ninth, a Branch Railway (herein-after called for Distinction "*The Dukinfield Branch*") commencing by a Junction with the said *Ashton* Branch, and terminating by a Junction with the said Main Line from *Manchester* to *Sheffield*, being wholly within the Township of *Dukinfield* in the Parish of *Stockport* in the County of *Chester*, which said *Dukinfield* Branch was authorized by "*The Sheffield, Ashton-under-Lyne, and Manchester Railway (Dukinfield and Glossop Branches and Sheffield Station Enlargement) Act, 1846,*" herein-before recited;

9 & 10 Vict.
c. 230.

Tenth, a Branch Railway (herein-after called for Distinction "*The Whaley Bridge Branch*") commencing by a Junction with the said Main Line from *Manchester* to *Sheffield* in the Township of *Dukinfield* in the Parish of *Stockport* in the County of *Chester*, and terminating at or near *Whaley Bridge* in the Township of *Bradshaw Edge* in the Parish of *Chapel-en-le-Frith* in the County of *Derby*, which said *Whaley Bridge* Branch was authorized by "*The Sheffield, Ashton-under-Lyne, and Manchester Railway (Whaley Bridge and Hayfield Branches) Act, 1846,*" herein-before recited;

9 & 10 Vict.
c. 230.

Eleventh, a Branch Railway (herein-after called for Distinction "*The Hayfield Branch*") commencing by a Junction with the said *Whaley Bridge* Branch at or near *New Mills*, and terminating in the Township of *Hayfield*, both in the Parish of *Glossop* in the County of *Derby*, which said *Hayfield* Branch was authorized by the "*Sheffield, Ashton-under-Lyne, and Manchester Railway (Whaley Bridge and Hayfield Branches) Act, 1846,*" herein-before recited;

Twelfth, a Branch Railway (herein-after called for Distinction "*The Bugsworth Branch*") commencing by a Junction with the said *Whaley Bridge* Branch in the Township of *Bugsworth* in the Parish of *Glossop* in the County of *Derby*, and terminating in

in the Township of *Bradshaw Edge* in the Parish of *Chapel-en-le-Frith* in the same County, which said *Bugsworth Branch* was authorized by "The *Manchester, Sheffield, and Lincolnshire* Railway (*Bugsworth Branch and Amendment of Acts*) Act, 1847," herein-before recited; 10 & 11 Vict. c. 116.

Thirteenth, a Branch Railway (herein-after called for Distinction "*The Glossop Branch*") commencing by a Junction with the said Main Line from *Manchester* to *Sheffield* in the Township of *Dinting* in the Parish of *Glossop* in the County of *Derby*, and terminating at or near *Howard Town* in the same Parish, which *Glossop Branch* the *Sheffield, Ashton-under-Lyne, and Manchester* Railway Company were authorized to purchase by "The *Sheffield, Ashton-under-Lyne, and Manchester* Railway (*Dukinfield and Glossop Branches and Sheffield Station Enlargement*) Act, 1846," herein-before recited; 9 & 10 Vict. c. 187.

Fourteenth, a Branch or Junction Railway, with Four diverging Branches (herein-after called for Distinction "*The Barnsley Junction and Branches*," or, otherwise, "*The Barnsley Junction*," and "*The C. D. Branch*," "*The Silkstone Branch*," "*The Moor End Branch*," and "*The Dodworth Branch*" respectively of the *Barnsley Junction*); the said *Barnsley Junction* commencing by a Connexion with the said Main Line from *Manchester* to *Sheffield* in the Township of *Oxspring* in the Parish of *Penistone* in the West Riding of the County of *York*, and terminating at *Barnsley* in the Parish of *Silkstone* in the said West Riding by a Junction with the *Sheffield, Rotherham, Barnsley, Wakefield, Huddersfield, and Goole* Railway; the said *C. D. Branch* commencing by a Junction with the said *Barnsley Junction*, and terminating by a Junction with the said *Sheffield, Rotherham, Barnsley, Wakefield, Huddersfield, and Goole* Railway, all within the said Township of *Barnsley*; the said *Silkstone Branch* commencing by a Junction with the said *Barnsley Junction* in the Township of *Silkstone* in the said Parish of *Silkstone*, and terminating by a Junction with the *Silkstone Line* of the said *Sheffield, Rotherham, Barnsley, Wakefield, Huddersfield, and Goole* Railway in the Township and Parish of *Cawthorne* in the said West Riding; the said *Moor End Branch* commencing by a Junction with the said *Barnsley Junction* in the said Township and Parish of *Silkstone*, and terminating at or near a certain Brook dividing the Townships of *Silkstone* and *Dodworth* in the said Parish of *Silkstone*; and the said *Dodworth Branch* commencing by a Junction with the said *Barnsley Junction* in the said Township of *Dodworth*, and terminating by a Junction with the *Dodworth Line* of the *Sheffield, Rotherham, Barnsley, Wakefield, Huddersfield, and Goole* Railway in the same Township; which said *Barnsley Junction and Branches* are all situate within the said West Riding of the County of *York*, and were authorized by "The *Manchester, Sheffield, and Lincolnshire* Railway (*Barnsley Junction and Branches*) Act, 1848," herein-before recited; 11 & 12 Vict. c. 63.

Fifteenth, a Branch Railway (herein-after called for Distinction "*The Thurgoland Branch*") commencing by a Junction with the said Main Line from *Manchester* to *Sheffield* in the Township of *Thurgoland* in the Parish of *Silkstone* in the said West Riding,

10 & 11 Vict.
c. 165.

Riding, and terminating in the Township of *Stainborough* in the same Parish, which said *Thurgoland* Branch was authorized by “The *Manchester, Sheffield, and Lincolnshire* Railway (*Thurgoland* Coal Branch) Act, 1847,” herein-before recited ;

9 & 10 Vict.
c. 187.

Sixteenth, additional Lands and Station Accommodation (herein-after called for Distinction “*Station Enlargement in Sheffield on the Main Line from Manchester to Sheffield*”) adjoining the said Main Line from *Manchester* to *Sheffield* in the Township of *Brightside Bierlow* in the said Parish of *Sheffield*, which said Station Enlargement in *Sheffield* on the Main Line from *Manchester* to *Sheffield* was authorized by “The *Sheffield, Ashton-under-Lyne, and Manchester* Railway (*Dukinfield and Glossop* Branches and *Sheffield* Station Enlargement) Act, 1846,” herein-before recited ;

11 & 12 Vict.
c. 93.

Seventeenth, a Branch Railway (herein-after called for Distinction “*The Branch to the Sheffield Canal*”) commencing by a Junction with the Main Line from *Sheffield* to *Gainsborough* in the Township of *Attercliffe-cum-Darnall* in the Parish of *Sheffield* in the West Riding of the County of *York*, and terminating at or near the Canal Warehouse in the said Township and Parish of *Sheffield*, which said Branch to the *Sheffield* Canal was authorized by “The *Manchester, Sheffield, and Lincolnshire* Railway (Station at *Sheffield* and Branch to the *Sheffield* Canal) Act, 1848,” herein-before recited ;

11 & 12 Vict.
c. 93.

Eighteenth, additional Lands and Station Accommodation (herein-after called for Distinction “*The Stations in Sheffield on the Main Line from Sheffield to Gainsborough and on the Branch to the Sheffield Canal*”), and consisting as well of enlarged Station Accommodation adjoining and near the said Main Line from *Sheffield* to *Gainsborough* in the Townships of *Brightside Bierlow* and *Sheffield*, as of an additional Station adjoining and near the said Branch to the *Sheffield* Canal, which said Stations in *Sheffield* on the Main Line from *Sheffield* to *Gainsborough* and on the said Branch to the *Sheffield* Canal were authorized by “The *Manchester, Sheffield, and Lincolnshire* Railway (Station at *Sheffield* and Branch to the *Sheffield* Canal) Act, 1848,” herein-before recited ;

9 & 10 Vict.
c. 358.

10 & 11 Vict.
c. 102.

Nineteenth, a Branch Railway to the *Midland* Railway at *Staveley* (herein-after called for Distinction “*The Staveley Branch*”) commencing by a Junction with the said Main Line from *Sheffield* to *Gainsborough* at or near the *Worksop and Attercliffe* Turnpike Road in the Township and Parish of *Worksop* in the County of *Nottingham*, and terminating by a Junction with the *Midland* Railway in the Parish of *Staveley* in the County of *Derby*, which said Branch was heretofore called the *Manchester and Lincoln Union* Railway, and was authorized by the Two Acts called “The *Manchester and Lincoln Union* Railway and *Chesterfield and Gainsborough* Canal Act, 1846,” and “The *Manchester and Lincoln Union* Railway (Deviation) Act, 1847,” herein-before recited, both or one of them ;

Twentieth, a Branch or Extension Railway (herein-after called for Distinction “*The Saxelby Branch*”) commencing by a Junction with the Main Line from *Sheffield* to *Gainsborough* in the Parish of *North LeVERTON* in the County of *Nottingham*, passing through

through or near *Saxelby*, and terminating in the Parish of *Saint Mark* in the City of *Lincoln* and County of the same City, which said *Saxelby* Branch was authorized by “The *Sheffield and Lincolnshire* Extension Railway Act, 1846,” herein-before recited; 9 & 10 Vict. c. 319.

Twenty-first, a Branch or Extension Railway (herein-after called for Distinction “*The Newark Branch*”) commencing by a Junction with the Main Line from *Gainsborough* to *Grimsby* in the Parish of *Bole* in the County of *Nottingham*, and terminating in or near the Town of *Newark-upon-Trent* in the Parish of *Newark* in the said County of *Nottingham*, which said *Newark* Branch was authorized by the herein-before recited Act of the Ninth and Tenth Years of the Reign of Her present Majesty, intituled *An Act to authorize the Great Grimsby and Sheffield Junction Railway Company to make an Extension from their Line of Railway in the Parish of Bole in the County of Nottingham to the Town of Newark-upon-Trent in the same County*; 9 & 10 Vict. c. 100.

Twenty-second, a Branch Railway (herein-after called for Distinction “*The Market Rasen Branch*”) commencing by a Junction with the said Main Line from *Gainsborough* to *Grimsby* in the Parish of *Barnetby-le-Wold* in the Parts of *Lindsey* in the County of *Lincoln*, and terminating at or near the Town of *Market Rasen* in the Parish of *Market Rasen* otherwise *East Rasen* in the said Parts of *Lindsey*, which said *Market Rasen* Branch was authorized by the Two Acts herein-before recited, the one called “The *Great Grimsby and Sheffield Junction Railway* Act, 1845,” and the other intituled *An Act for making certain new Lines and Deviations in the Line of the Great Grimsby and Sheffield Junction Railway, and for constructing a Branch therefrom to Caistor, all in the Parts of Lindsey in the County of Lincoln*, both or one of such Acts; 8 & 9 Vict. c. 50.
9 & 10 Vict. c. 98.

Twenty-third, a Branch or Extension Railway (herein-after called for Distinction “*The Extension of the Market Rasen Branch to Lincoln*”) commencing by a Junction with the said *Market Rasen* Branch in the Parish of *Middle Rasen* in the Parts of *Lindsey* in the County of *Lincoln*, and terminating in the Parish of *Saint Mark* in the City of *Lincoln* and County of the same City, which said Extension of the *Market Rasen* Branch to *Lincoln* was authorized by the herein-before recited Act of the Ninth and Tenth Years of the Reign of Her said present Majesty, intituled *An Act for enabling the Great Grimsby and Sheffield Junction Railway Company to make an Extension from the Market Rasen Branch of the Great Grimsby and Sheffield Junction Railway to communicate with the City of Lincoln, and also a Branch to the Town of Barton-upon-Humber, and other Works connected therewith*; 9 & 10 Vict. c. 99.

Twenty-fourth, a Branch Railway (herein-after called for Distinction “*The Wragby Branch*”) commencing by a Junction with the said Extension of the *Market Rasen* Branch to *Lincoln* in the Parish of *Stainton-by-Langworth* with *Reasby* and *Newball* in the Parts of *Lindsey* and County of *Lincoln*, and terminating at or near the Town of *Wragby* in the Parish of *Wragby* in the said Parts of *Lindsey*, which said *Wragby* Branch was authorized

[Local.]

13 T

rized

10 & 11 Vict.
c. 138.

rized by "The *Manchester, Sheffield, and Lincolnshire* Railway (*Wragby* Branch) Act, 1847," herein-before recited ;

9 & 10 Vict.
c. 98.

Twenty-fifth, a Branch Railway (herein-after called for Distinction "*The Caistor Branch*") commencing by a Junction with the said *Market Rasen* Branch in the Parish of *North Kelsey*, and terminating in or near the Town of *Caistor* in the Parish of *Caistor*, all in the Parts of *Lindsey* in the County of *Lincoln*, which said *Caistor* Branch was authorized by the herein-before recited Act of the Ninth and Tenth Years of the Reign of Her said present Majesty, intituled *An Act for making certain new Lines and Deviations in the Line of the Great Grimsby and Sheffield Junction Railway, and for constructing a Branch therefrom to the Town of Caistor, all in the Parts of Lindsey in the County of Lincoln* ;

9 & 10 Vict.
c. 98.

Twenty-sixth, a Branch or Junction Railway (herein-after called for Distinction "*The Bigby Branch*") commencing by a Junction with the said *Market Rasen* Branch, and terminating by a Junction with the said Main Line from *Gainsborough* to *Grimsby*, all in the Parish of *Bigby* in the Parts of *Lindsey* in the County of *Lincoln*, which said *Bigby* Branch was authorized by the herein-before recited Act, intituled *An Act for making certain new Lines and Deviations in the Line of the Great Grimsby and Sheffield Junction Railway, and for constructing a Branch therefrom to the Town of Caistor, all in the Parts of Lindsey in the County of Lincoln* ;

11 & 12 Vict.
c. 92.

Twenty-seventh, a Branch or Junction Railway (herein-after called for Distinction "*The Habrough Branch*") commencing by a Junction with the Main Line from *Gainsborough* to *Grimsby* at or near the Village of *Habrough* in the Parish of *Habrough*, and terminating by a Junction with the *New Holland* Branch, herein-after mentioned, in the Parish of *Killingholme*, all in the Parts of *Lindsey* in the County of *Lincoln*, which said *Habrough* Branch was authorized by "The *Manchester, Sheffield, and Lincolnshire* Railway (*Humber* Ferries Improvement) Act, 1848," herein-before recited ;

8 & 9 Vict.
c. 50.

Twenty-eighth, a Branch Railway (herein-after called for Distinction "*The New Holland Branch*") commencing by a Junction with the said Main Line from *Gainsborough* to *Grimsby* in the Parish of *Ulceby*, and terminating at or near *New Holland* in the Parish of *Barrow-upon-Humber*, all in the Parts of *Lindsey* in the County of *Lincoln*, which said *New Holland* Branch was authorized by "The *Great Grimsby and Sheffield Junction* Railway Act, 1845," herein-before recited ;

9 & 10 Vict.
c. 99.

Twenty-ninth, a Branch Railway, with Two diverging Branches, (herein-after called for Distinction "*The Barton-upon-Humber Branch*,"") the said Branch Railway commencing by a Junction with the said *New Holland* Branch in the Parish of *Barrow-upon-Humber*, and terminating in the Parish of *Barton Saint Mary* at or near the Town of *Barton-upon-Humber*, all in the Parts of *Lindsey* in the County of *Lincoln*, and the said Two diverging Branches respectively being at *New Holland* aforesaid, which said *Barton-upon-Humber* Branch was authorized by the herein-before recited Act, intituled *An Act for enabling the Great Grimsby*

Grimsby and Sheffield Junction *Railway Company* to make an *Extension from the Market Rasen Branch of the Great Grimsby and Sheffield Junction Railway, to communicate with the City of Lincoln, and also a Branch to the Town of Barton-upon-Humber, and other Works connected therewith;*

Thirtieth, Piers, Wharfs, a Basin, Approaches, and Works in and adjoining to the Haven or Creek of *New Holland* in the Parish of *Barrow-upon-Humber* in the Parts of *Lindsey* in the County of *Lincoln*, and a Pier, Jetty, and other Works at or near *Lime Kiln Creek* at *Kingston-upon-Hull* in the Parish of *Holy Trinity* in the Town and County of the Town of *Kingston-upon-Hull*, (not extending into the River *Humber* beyond the Line hereinafter mentioned,) and a Depôt or Station and other Works near to the said Piers, in the said Parish of *Holy Trinity*, (all which are herein-after called for Distinction “*The Humber Piers and Steam Communication*,” and comprise both Works on the Southerly Bank of the River *Humber* which are herein-after called or referred to indiscriminately as at *Barrow-upon-Humber* and at *New Holland*, and Works on the Northerly Bank of the said River which are herein-after called or referred to as at *Kingston-upon-Hull*;) and which said *Humber Piers and Steam Communication* were authorized by the herein-before recited Act of the Ninth and Tenth Years of the Reign of Her said present Majesty, intituled *An Act for establishing a Steam Communication across the River Humber in connexion with the* 9 & 10 Vict c. 101.
Great Grimsby and Sheffield Junction *Railway*, and by the herein-before recited Act called “*The Manchester, Sheffield, and Lincolnshire Railway (Humber Ferries Improvement)*” Act, 1848,” both or one of them.

IX. And be it enacted, That the Dock Undertaking of the Company hereby incorporated shall consist of the Haven and Docks, and the Works connected therewith respectively, which at the Time of the passing of this Act were vested in or authorized to be constructed by the Company hereby dissolved, and which are as follows; (that is to say,)

First, the Haven of the Town and Port of *Grimsby* otherwise *Great Grimsby*, and the Outfall and Entrance thereto, and the Docks, Locks, Quays, Wharfs, Piers, Jetties, Drains, and other Works connected therewith, (herein-after called for Distinction “*The Grimsby Haven and Old Dock*,” or “*The Grimsby Haven*,” indiscriminately,) respectively situate at and near *Grimsby* otherwise *Great Grimsby* in the County of *Lincoln*, which said *Grimsby Haven and Old Dock* were comprised in or authorized by the herein-before recited Act of the Thirty-sixth Year of the Reign of King *George the Third*, intituled *An Act for widening, deepening, enlarging, altering, and improving the Haven of the Town and Port of Great Grimsby in the County of Lincoln*, 36 G.3. c. 98. and the herein-before recited Act of the Thirty-ninth Year of the Reign of King *George the Third*, intituled *An Act to enable the Grimsby Haven Company to finish and complete the Navigation of the said Haven, and for amending an Act passed in the Thirty-sixth Year of the Reign of His present Majesty, for widening, deepening,* 39 G.3. c. 70.

Defining the Dock Undertaking of the Company.

6 G. 4. c. 114.

deepening, enlarging, altering, and improving the Haven of the Town and Port of Great Grimsby in the County of Lincoln, and the herein-before recited Act of the Sixth Year of the Reign of King George the Fourth, intituled An Act for amending and rendering more effectual Two Acts of the Thirty-sixth and Thirty-ninth Years of His late Majesty, for improving the Haven of Great Grimsby in the County of Lincoln, or some or one of such Acts;

8 & 9 Vict.
c. 202.

Second, all Improvements of and Additions to the said *Grimsby Haven and Old Dock* (herein-after called for Distinction "*The Improvements of the Grimsby Haven and Old Dock*") respectively situate at and near *Grimsby* otherwise *Great Grimsby* aforesaid, which said Improvements of the *Grimsby Haven and Old Dock* were authorized by the herein-before recited Act called "*The Grimsby Docks Act, 1845*:"

8 & 9 Vict.
c. 202.

And, Third, all new Docks and Basins, and Cuts and Entrances to the same, and all Jetties, Quays, Piers, Wharfs, and other Works connected therewith, situate at and near *Grimsby* otherwise *Great Grimsby* aforesaid (herein-after called for Distinction "*The Grimsby New Docks*"), which said *Grimsby New Docks* were also authorized by the herein-before recited Act called "*The Grimsby Docks Act, 1845*," and all which said Haven, Docks, Basins, Improvements, Works, and other Premises firstly, secondly, and thirdly herein-before referred to are in the aggregate herein-after called for Distinction "*The Grimsby Docks*."

Interpreta-
tion Clause:
"Grimsby;"
"Docks," &c.

X. And be it enacted, That where in this Act the Word "*Grimsby*" is used the same shall be understood to mean the same Place as the Words "*Great Grimsby*," and where in this Act the Word "*Dock*" or "*Docks*" is used the same shall be understood to mean and include the *Grimsby Docks*, and the Haven, Basins, Outfalls, Entrances, Locks, Quays, Wharfs, Piers, Jetties, Drains, Improvements, Additions, and other Works connected with the said Docks, which are respectively vested in or authorized to be maintained or constructed by the Company hereby incorporated, unless in either of the said Cases there be something in the Subject or Context repugnant to such Construction.

Defining the
Canal Under-
taking of the
Company.

XI. And be it enacted, That the Canal Undertaking of the said Company shall consist of the several Canals, Navigations, Cuts, Reservoirs, Tramways, and Works connected therewith respectively, which immediately before the passing of this Act were vested in or authorized to be made by the Company hereby dissolved under the Powers of the Acts of Parliament or any of them relating to such Canals, Navigations, Cuts, Reservoirs, Tramways, and Works, which are as follows; (that is to say,)

9 & 10 Vict.
c. 267.

The Peak Forest Canal and The Macclesfield Canal, and the Cuts, Reservoirs, Tramways, and Works connected therewith respectively, which by virtue of the herein-before recited Act passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her present Majesty, intituled *An Act for vesting in the Sheffield, Ashton-under-Lyne, and Manchester*

Railway Company the Peak Forest Canal and the Macclesfield Canal, were vested in or authorized to be made by the last-mentioned Company ;

Also certain *Reservoirs, Filtering Beds, and other Works* which by the herein-before recited Act passed in the Session of Parliament held in the Tenth and Eleventh Years of the Reign of Her present Majesty, intituled *An Act to enable the Manchester, Sheffield, and Lincolnshire Railway Company to sell the Water not required for their Canals called the Peak Forest Canal and Macclesfield Canal, and to make additional Works in connexion with such Canals*; the Company hereby dissolved were authorized to construct ;

Also the Canal Navigation from *Chesterfield* to the River of *Trent*, herein-after for Distinction called "*The Chesterfield and Gainsborough Canal*," and the Cuts, Reservoirs, and Works connected therewith, which by the herein-before recited "*Manchester and Lincoln Union Railway and Chesterfield and Gainsborough Canal Act, 1846*," were vested in the *Manchester and Lincoln Union Railway and Chesterfield and Gainsborough Canal Company* ;

Also *The Canal Navigation from Manchester to or near Ashton-under-Lyne and Oldham*, and the Cuts, Reservoirs, and Works connected therewith, which by an Act passed in the Session of Parliament held in the Eleventh and Twelfth Years of the Reign of Her present Majesty, intituled *An Act for vesting in the Manchester, Sheffield, and Lincolnshire Railway Company the Canal Navigation from Manchester to or near Ashton-under-Lyne and Oldham*, were vested in the Company hereby dissolved ;

Also so much of *The Sheffield Canal*, and the Cuts, Reservoirs, Lands, and Works connected therewith, which by "*The Sheffield Canal Purchase Act, 1848*," were vested in the Company hereby dissolved, as shall not have been or shall not be transferred to the Company of Proprietors of the Navigation of the River *Dun*, under or by virtue of an Act for that Purpose passed or to be passed in the present Session of Parliament.

XII. And be it enacted, That all Railways, Steam Communications, Havens, Docks, Basins, Outfalls, Improvements, Piers, Wharfs, Quays, Canals, Navigations, Cuts, Reservoirs, Tramways, and other Works, Lands, Buildings, Rents, Tenements, Rights, Privileges, Exemptions, Easements, Hereditaments, and Real Estate whatsoever, and also all Choses in Action and Personal Estate and Effects whatsoever, which were respectively vested in or belonged to the Company hereby dissolved immediately before the passing of this Act, or would have become vested in or belonged to them if this Act had not been passed, and all the Estate, Right, Title, Interest, Property, Claim, and Demand of the Company hereby dissolved in, to, upon, or over the same, and all their Rights and Remedies in respect thereof, shall from and after the passing of this Act be and become in like Manner and Degree vested in and belong to and be available for the Company hereby incorporated.

Railways,
&c. vested in
new Com-
pany.

Powers over
and Interests
in other
Railways
vested in
Company.

XIII. And be it enacted, That all Parts, Shares, Estates, Interests, Powers, Rights, Privileges, Easements, and Authorities which the Company hereby dissolved had or might have had or used and exercised at the Time of the passing of this Act, or at any Time thereafter, in, to, upon, over, or in reference to any other Railway or Canal, or any Station, Wharf, or other Work or Convenience connected therewith, shall from and after the passing of this Act be and become in like Manner and Degree vested in and belong to and be used and exerciseable by the Company hereby incorporated.

Grants, Con-
veyances,
Contracts,
&c. to con-
tinue in
force.

XIV. And be it enacted, That all Acts of Parliament, and Provisions of Acts, other than and except the Acts and Provisions of Acts hereby specially repealed, and all Gifts, Grants, Conveyances, Leases, Assignments, Assurances, Purchases, Sales, Titles by Possession and otherwise, Covenants, Contracts, Agreements, Rents, Annuities, Debts, Mortgages, Bonds, Securities, Liabilities, Verdicts, Judgments, Decrees, Orders, Inquisitions, Processes, Awards, Consents, Approvals, Certificates, Notices, and other Matters and Things enacted, made, executed, entered into, acquired, obtained, issued, incurred, made payable, served, published, or given to, with, from, by, upon, in favour of, against, or in reference to the Company hereby dissolved, or any Company whose Undertaking has been vested in or amalgamated or incorporated with the said dissolved Company, shall from and after the passing of this Act be as good, valid, and effectual upon or in favour of or against or in reference to the Company hereby incorporated, as the same respectively were good, valid, and effectual immediately before the passing of this Act upon or in favour of or against or in reference to the Company hereby dissolved; and the Company hereby incorporated shall be considered as identical with the Company hereby dissolved in reference to all such Matters, as well as in reference to all other Transactions of and Matters relating to the said dissolved Company.

Actions, &c.
not to abate.

XV. And be it enacted, That no Action, Suit, Prosecution, Appeal or Notice of Appeal, Order or Decision of Justices, or Matter pending before Justices, Distress, Entry, Execution, Arbitration, or other Proceeding whatsoever, commenced, carried on, levied, given, or made by, against, or in reference to the said dissolved Company, previously to the passing of this Act, shall abate, or be discontinued, annulled, or prejudicially affected by this Act, but, on the contrary, the same shall continue and take effect in favour of or against or in reference to the Company hereby incorporated, in the same Manner in all respects as the same would have continued and taken effect in favour of or against or in reference to the said dissolved Company if this Act had not been passed; and all Penalties incurred by or for any Offence against the Provisions of the said hereby repealed Acts or any of them, or against any Bye Law or Regulation of or concerning the said dissolved Company, previously to the passing of this Act, shall and may be sued for, proceeded for, and recovered, and all Offences which may have been committed before the passing of this Act against the Provisions of the said hereby repealed Acts or any of them, or any such Bye Law or Regulation, may be prosecuted in such or the like Manner, to all Intents and

Purposes,

Purposes, as the same might have been sued for and prosecuted respectively if this Act had not passed, the Company hereby incorporated being in reference to the Matters aforesaid in all respects considered identical with the Company hereby dissolved.

XVI. And be it enacted, That nothing in this Act contained shall be held to prejudice or affect any Right or Cause of Action or Suit or any Remedy which the Company hereby dissolved had against any Person or Corporation, or which any Person or Corporation had against the said Company hereby dissolved, at the Time of the passing of this Act, but that all such Rights, Causes, and Remedies may be enforced or prosecuted by or against the Company hereby incorporated, in like Manner and within the same Periods as the same might have been enforced or prosecuted by or against the Company hereby dissolved if this Act had not been passed.

Rights of
Action
saved.

XVII. And be it enacted, That nothing in this Act contained shall be held or construed to annul, prejudice, or affect any Resolution or Order of any Meeting of the Proprietors of the Company hereby dissolved, or of the Directors or of any Committee of the Directors of the same Company or any Company whose Undertaking has been vested in or amalgamated or incorporated with the said dissolved Company, nor any Call, Notice of Call, Register of Shareholders, Shareholders Address Book, Register of Transfers, Shares, Mortgages, Bonds, Loan Notes, or Annuities, Books of Account, or other Register or Book whatsoever of or relating to the same Companies or any of them, but that all such Resolutions and Orders, Calls, Notices, Registers, and Books respectively, shall, notwithstanding the passing of this Act, continue in full Force and Effect, and be applicable to the Company hereby incorporated, in like Manner and to the like Extent as they would have continued and been applicable to the Company hereby dissolved if this Act had not been passed.

Act not to
affect Reso-
lutions or
Orders of
Meetings of
Proprietors,
Directors,
&c.

XVIII. And be it enacted, That in all Cases in which, under the Provisions of any of the Acts hereby repealed, or any Acts repealed by such Acts, or any other repealed Acts, relating to the said Company hereby dissolved, or to any of the Companies dissolved by any of the said repealed Acts, any Sum of Money has already been paid by the Company hereby dissolved, or by any Company whose Undertaking has been vested in or amalgamated or incorporated with the Undertaking of such Company, into the Bank of *England*, or to any Trustee or Trustees, on account of the Purchase of any Land or any Interest therein, or for any Compensation or Satisfaction, or on any other Account, such Sum, or the Stocks, Funds, or Securities in or upon which the same has been or shall be invested, either by the Order of the Court of Exchequer or the Court of Chancery, or otherwise howsoever, and the Interest, Dividends, and annual Produce thereof, shall be applied and disposed of pursuant to the Act or Acts under which the same has been so paid into the Bank of *England*, or to such Trustee or Trustees as aforesaid, or pursuant to the Act or Acts under which the same would have been applied and disposed of if this Act had not been passed; and all the Clauses, Provisions, Powers, and Authorities contained in such Act or Acts respectively,

Monies be-
longing to in-
corporated
Persons to be
applied ac-
cording to
Provisions of
Acts under
which Pur-
chases made.

respectively, in relation to such Monies, Stocks, Funds, and Securities, and the Interest, Dividends, and annual Produce thereof, shall for the Purposes of this Act remain in full Force, and shall be construed and taken as if the Company hereby incorporated were named in each such Act instead of the Company to which such Act relates.

Present
Officers, &c.
continued.

XIX. And be it enacted, That all Arbitrators, Umpires, Valuers, Surveyors, Receivers of Tolls, Constables, and all Auditors, Officers, Clerks, Servants, and Nominees whatsoever, appointed by or for or relating to the Company hereby dissolved, at the Time of the passing of this Act, shall continue in and hold their respective Appointments, Offices, and Employments, according to the Terms and Exigencies thereof, until the Determination thereof, or until their Removal therefrom by the Company hereby incorporated, or otherwise in due Course of Law; and all such Arbitrators, Umpires, Valuers, Surveyors, Receivers, Constables, Auditors, Officers, Clerks, Servants, and Nominees shall have the same Duties, Powers, Privileges, and Advantages, and shall be liable to the same Responsibilities, Penalties, Obligations, Restrictions, and Regulations, as if they had been appointed under this Act; and all Acts, Matters, and Things made, done, and permitted by them respectively, in their respective Appointments, Offices, and Employments, before the passing of this Act, shall be as good, valid, and effectual to all Intents and Purposes, and have reference to the Company hereby incorporated, in like Manner and to the like Extent as they would have been good, valid, and effectual and had reference to the Company hereby dissolved if this Act had not been passed.

Officers
under former
Acts to
account.

XX. And be it enacted, That all Officers and Persons who on the passing of this Act shall have in their Possession or under their Control any Money, Books, Documents, Papers, Writings, or any Effects under or by virtue of any of the Acts relating to the said Company hereby dissolved, shall account for and deliver up all such Money, Books, Documents, Papers, Writings, or other Effects to the Company hereby incorporated, or to such Person as they shall appoint to receive the same, in the same Manner, and subject to the same Process, Pains, and Penalties for Refusal or Neglect, as if such Officers or Persons had been appointed and had become possessed of such Money, Books, Documents, Papers, Writings, or other Effects under the Provisions of this Act.

Existing
Tolls and
Bye Laws to
remain in
force.

XXI. And be it enacted, That all Tolls, Rates, and Charges, and all Bye Laws, Rules, and Regulations, which immediately before the passing of this Act were in force upon, concerning, or in respect of the Undertakings of the Company hereby dissolved, or any of them, shall after the passing of this Act continue and be in full Force and Effect upon, concerning, or in respect of the same Undertakings respectively, subject nevertheless as the same may be specially repealed or altered by this Act, or in conformity with any Power by this Act granted.

XXII. And

XXII. And be it enacted, That all Dividends and Interest which had accrued or were accruing to the Proprietors of Shares in the Company out of the Funds of the Company at the Time of the passing of this Act, and which shall not have been previously paid to them, shall be paid to such Proprietors up to the Time of the passing of this Act, notwithstanding the Repeal by this Act of the Act or Acts under which the same had accrued or were accruing.

Saving Right
of Share-
holders to
unpaid Divi-
dends and
Interests.

XXIII. And be it enacted, That all Share Registers and other Registers, Books, Verdicts, and other Matters of Record and Documents whatsoever, and all Bye Laws, Rules, and Regulations, and all certified and other authenticated Copies or Extracts of or from Registers, Books, Records, Documents, Bye Laws, Rules, and Regulations, made, kept, recorded, certified, and authenticated under or in pursuance of the several Acts hereby wholly or in part repealed, or any other repealed Acts relating to any of the Undertakings of the Company hereby incorporated, and which by any such Acts or otherwise were made Evidence or authorized to be given in Evidence, shall, notwithstanding the Repeal of such Acts, and the Dissolution and Reincorporation by this Act of the *Manchester, Sheffield, and Lincolnshire* Railway Company, be admitted as Evidence in all Courts of Law and Equity and elsewhere as fully and effectually as the same respectively would or might have been admitted if this Act had not been passed.

Books, &c. to
be Evidence.

XXIV. And be it enacted, That the several Maps, Plans, Sections, and Books of Reference, and Corrections and Certificates of Correction of Maps, Plans, Sections, and Books of Reference, which prior to or in pursuance of the herein-before recited Acts or any of them have been deposited with any Clerks of the Peace, Town Clerks, or Parish Clerks of the several Counties, Cities, Boroughs, Parishes, and Places to which the same relate, or any Parishes and Places adjoining thereto, shall remain in the Custody of the said Clerks of the Peace, Town Clerks, and Parish Clerks respectively, to the end that all Persons interested in any Manner therein may at all reasonable Times have Liberty to inspect the same, and to take Copies thereof or Extracts therefrom, at their Pleasure, such Persons paying to such Clerks of the Peace, Town Clerks, and Parish Clerks from whom such Inspection, or Copy or Extracts, may be demanded respectively, the Sum of One Shilling for every such Inspection, and the further Sum of One Shilling for every Hour during which such Inspection shall continue after the first Hour, and at the Rate of Sixpence for every One hundred Words of such Copy or Extract; and the said Maps, Plans, Sections, and Books of Reference, and the said Corrections and Certificates of Correction thereof, or any Copy thereof respectively, or of so much thereof respectively as shall relate to any Matter which may be in question, certified to be a true Copy by the respective Clerks of the Peace or Town Clerks who have made the same, shall be admitted as Evidence in all Courts of Law and Equity or elsewhere, as fully and for all the like Intents as if this Act had not been passed.

Maps, &c.
deposited to
remain with
the Clerks of
the Peace,
and to be
open to In-
spection.

[*Local.*]

13 X

XXV. And

- Number and Qualification of Directors. XXV. And be it enacted, That the Number of Directors shall be Twelve, and the Qualification of a Director shall be the Possession in his own Right of Shares or Stock in the Company of the nominal Amount or Value of at least One thousand Pounds.
- First Directors of the Company. XXVI. And be it enacted, That the several Persons herein-after mentioned, being respectively Directors of the Company hereby dissolved, shall be the first Directors of the Company hereby incorporated; that is to say, the Right Honourable *Charles Anderson Worsley Pelham* Earl of *Yarborough*, *Thomas Blake*, *Mariano Martin de Bartolomé*, *John Chapman*, *Michael Ellison*, *George Fieschi Heneage*, *Charles Holland*, *Charles Haigh*, *Richard Thorold*, *Charles Turner*, *John Whittaker*, and *George Monier Williams*.
- Power to vary the Number of Directors. XXVII. And be it enacted, That it shall be lawful for the Company to increase or reduce the Number of Directors, provided that the increased Number do not exceed Eighteen, and that the reduced Number be not less than Nine.
- Directors to continue in Office till first Meeting after the passing of this Act. XXVIII. And be it enacted, That the Directors appointed by this Act shall continue in Office until the first Ordinary Meeting to be held after the passing of this Act; and at such Meeting the Shareholders present, personally or by Proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Place of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body.
- As to the Election of new Directors. XXIX. And be it enacted, That at the first Ordinary Meeting to be held in the Year next after the Year in which such last-mentioned Directors shall have been appointed or elected the Shareholders present, personally or by Proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in the said Companies Clauses Consolidation Act contained; and the several Persons elected at any such Meeting, being neither removed or disqualified nor having resigned, shall continue to be the Directors until others are elected in their Stead, in manner provided by the said Companies Clauses Consolidation Act.
- Directors to go out by Rotation. XXX. And be it enacted, That the Number of Directors annually to go out of Office shall be One Third, as near as may be, of the entire Number of Directors.
- Capital. XXXI. And whereas the Capital which the Company hereby dissolved were authorized to raise by Shares for the Purposes of their Undertaking amounted in the aggregate to the Sum of Six millions eight hundred and ninety-six thousand eight hundred Pounds, whereof Shares have been created to the Extent of Six millions nine thousand five hundred Pounds: Be it enacted, That the Capital of the Company shall be Six millions nine thousand five hundred Pounds (subject to Augmentation as herein-after mentioned), and shall be called for Distinction "the original Capital" of the Company.
- XXXII. And

XXXII. And whereas the Capital of the Company hereby dissolved for which Shares have been created as aforesaid was divided into the several Numbers and Classes of Shares of the respective nominal Amounts and under the several Titles or Denominations set forth in the annexed Schedule ; that is to say,

Division of original Capital into Shares.

Number of Shares.	Nominal Amount of each Share.		Title or Denomination of Class.	Aggregate Value of Shares.
	£	s.		£
7,000	100	0	Sheffield and Manchester Shares - - -	700,000
18,000	25	0	Sheffield and Manchester Preference Shares (otherwise No. 1. Quarters) - - -	450,000
11,500	25	0	Sheffield and Manchester No. 2. Quarters -	287,500
41,200	12	10	Sheffield and Manchester Eighth Shares -	525,000
12,000	50	0	Great Grimsby and Sheffield £50 Shares -	600,000
32,750	20	0	Great Grimsby and Sheffield £20 Shares -	655,000
16,000	12	10	Great Grimsby and Sheffield £12 10s. Shares -	200,000
16,800	25	0	Grimsby Dock Shares - - -	420,000
28,000	25	0	Sheffield and Lincolnshire Shares - -	700,000
10,000	25	0	Sheffield and Lincolnshire Shares (otherwise Sheffield and Lincolnshire Extension Shares) -	250,000
43,210	8	2	Manchester and Lincoln Union Shares -	350,000
87,200	10	0	£10 Preference Shares - - -	872,000

Be it enacted, That the said original Capital of the Company hereby incorporated shall be divided into the like Numbers and Classes of Shares, of the same nominal Amounts, and of the same Titles and Denominations respectively, as those herein-before set forth.

XXXIII. And whereas the Shares in each of the before-mentioned Classes of Shares of the Company hereby dissolved were numbered throughout by progressive Numbers: Be it enacted, That every Person and Corporation who immediately before the passing of this Act was possessed of or entitled to One or more Share or Shares in One or more Class or Classes in the Capital of the Company hereby dissolved shall in respect thereof be possessed of or entitled to a like Number of Shares of the same Class or Classes respectively, and of the same nominal Value, and marked by the same progressive Number or Numbers in the original Capital of the Company hereby incorporated, and such Shares are hereby vested in such Persons and Corporations accordingly.

Shares to vest in the Proprietors of Shares of the dissolved Company.

XXXIV. And be it enacted, That the Certificates of the original Shares created under the Powers of the Acts hereby repealed, and which shall be existing at the Time of the passing of this Act, shall be the Certificates of the Shares created by this Act in substitution of such original Shares, and it shall not be necessary or required for the Company to issue fresh Certificates in respect of such Shares, except under the Provisions of the said Companies Clauses Consolidation Act in Cases where such Certificates shall be worn out or damaged, or lost or destroyed.

Certificates of old Shares to apply to the new Shares.

XXXV. And be it enacted, That all Persons and Corporations in whom any of the said new or substituted Shares shall become vested under

New Shares to be subject to the same

Trusts as old
Shares.

under the Provisions aforesaid shall stand and be possessed of every such Share upon the same Trusts, and subject to the same Powers, Provisions, Declarations, and Agreements, Charges and Incumbrances, as the Trusts, Powers, Provisions, Declarations, and Agreements, Charges and Incumbrances, upon and to which the original Share or Shares for which such new Share or Shares was or were substituted was or were subject and liable immediately before the passing of this Act, and so as to give Effect to and not revoke any Will or other testamentary Instrument disposing of or affecting such original Share or Shares.

Calls paid
upon the
original
Shares to be
considered
as paid upon
the substi-
tuted Shares.

XXXVI. And be it enacted, That all Sums of Money (if any) which at the Time of the passing of this Act shall have been called up and paid, or called up but not paid, for or on account of any Shares in the Capital of the Company hereby dissolved, shall be considered as having been called up and paid, or called up and not paid, (as the Case may be,) for or on account of the new Shares which shall be substituted for such original Shares by virtue of this Act, and all Rights and Remedies to or in respect of any Shares in the Capital of the Company hereby dissolved, on which Shares any Calls shall remain unpaid at the Time of the passing of this Act, or which Shares shall have been forfeited for Nonpayment of Calls, or otherwise affecting any such Shares, and whether such Rights and Remedies were Rights and Remedies of the Holders or Persons interested in such Shares, or of the said Company hereby dissolved, shall continue and be applicable to the Shares which shall be substituted for such original Shares by virtue of this Act, such substituted Shares being considered in all respects with reference to such Rights and Remedies as identical with the Shares for which they were substituted, and the Company hereby incorporated as identical with the Company hereby dissolved: Provided always, that the Provisions of the Companies Clauses Consolidation Act with respect to the Payment of Subscriptions, and the Means of enforcing the Payment of Calls, and to the Forfeiture of Shares for Nonpayment of Calls, and to the Remedies of Creditors of the Company against the Shareholders, shall be applicable to the Share Capital of the Company remaining unpaid at the Time of the passing of this Act, and whether Calls shall have been made for the same or not prior to the passing of this Act.

Application
of Money
called up on
the Man-
chester and
Lincoln
Union
Shares.

XXXVII. And be it enacted, That no Money shall be hereafter called on the said "*Manchester and Lincoln Union Shares*," except for the Purposes of the herein-before mentioned *Staveley Branch* (being the Railway authorized to be constructed by the herein-before mentioned "*Manchester and Lincoln Union Railway and Chesterfield and Gainsborough Canal Act, 1846*," and "*Manchester and Lincoln Union Railway (Deviation) Act, 1847*"), nor shall any Money so called be applied to any other Purpose than the Purchase of Land for and the Construction of the said Branch.

Dividends
upon the
No. 1.
Quarter
Shares.

XXXVIII. And be it enacted, That until the First Day of *November* One thousand eight hundred and fifty-three the Profits of the Company divisible amongst the Shareholders shall be applied, in the first instance, in the Payment of preferential Dividends to the several

Proprietors

Proprietors of the said *Sheffield and Manchester* Preference Shares, otherwise No. 1. Quarters, after the Rate of Seven Pounds Ten Shillings *per Centum per Annum* on the Amount paid up on such Shares held by such Proprietors respectively, before any Part of such Profits shall be liable for or applied in the Payment of any Dividend or Interest to the Proprietors of any other Shares in respect of such other Shares.

XXXIX. And be it enacted, That from and after the First Day of *July* One thousand eight hundred and forty-nine the Profits of the said Company divisible amongst the Shareholders shall (subject to the Payment thereof of the preferential Dividends herein-before mentioned to the Holders of the said *Sheffield and Manchester* Preference Shares, otherwise Number 1. Quarters, so long as such Preference shall continue pursuant to the Provision aforesaid,) be applied in Payment to the several Proprietors of the said Ten Pounds Preference Shares of Preferential Dividends after the Rate of Seven Pounds Ten Shillings *per Centum per Annum* until the First Day of *July* One thousand eight hundred and fifty-five, and from and after such last-mentioned Day then after the Rate of Six Pounds *per Centum per Annum* for ever on the Amount paid up on such Shares held by such Proprietors respectively, before any Part of such Profits shall be liable for or applied in the Payment of any Dividend or Interest to the Proprietors of any other Shares in respect of such other Shares.

Dividends upon the 10% Preference Shares.

XL. And whereas it was by the said recited Act passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her present Majesty, intituled *An Act to amalgamate the Sheffield, Ashton-under-Lyne, and Manchester Railway Company, the Sheffield and Lincolnshire Junction, the Sheffield and Lincolnshire Extension, and the Great Grimsby and Sheffield Railway Companies, and the Grimsby Dock Company*, provided, that until all the Undertakings which should be vested in the Company thereby incorporated and hereby dissolved should be completed, the Holders of the said *Sheffield and Manchester* Shares of One hundred Pounds, and *Sheffield and Manchester* Number 2. Quarter Shares, and *Sheffield and Manchester* Preference Shares (otherwise Number 1. Quarters), should alone be entitled to divide amongst themselves the Profits to be derived from the *Sheffield, Ashton-under-Lyne, and Manchester* Railway; and that the Holders of the other Shares of the Company thereby incorporated and hereby dissolved should be entitled to Interest on the Amount called up and paid by them on their respective Shares at the Rate of Five Pounds *per Centum per Annum* from the Time of such Payment till all the said unfinished Undertakings should be completed and open to the Public: And whereas by an Act passed in the Eleventh Year of the Reign of Her present Majesty, intituled *An Act to give further Time for making certain Railways*, and by several Warrants under the Seal of the Commissioners of Railways made in pursuance thereof, the Time for completing certain Portions of the said unfinished Undertakings was extended: And whereas by the Means aforesaid the Completion of some of the Undertakings originally vested in the Company hereby dissolved will be deferred beyond the Period originally appointed for the Completion thereof,

Division of remaining Profits and Interest. 9 & 10 Vict. c. 268.

11 & 12 Vict. c. 3.

[Local.]

13 Y

and

and it is not expedient that the Payment of Interest out of Capital should be unnecessarily continued: And whereas by means of the Creation of the said Ten Pounds Preference Shares, with a Guarantee of a preferential Dividend, subsequently to the passing of the said recited Amalgamation Act passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her present Majesty, the Arrangement thereby made to divide the Profits of the *Sheffield, Ashton-under-Lyne, and Manchester* Railway amongst the Holders of the said *Sheffield and Manchester* Shares of One hundred Pounds each, and *Sheffield and Manchester* Number 2. Quarter Shares, and *Sheffield and Manchester* Preference Shares (otherwise Number 1. Quarters), until such Completion of all the said Undertakings, may after the said First Day of *July* One thousand eight hundred and forty-nine be interfered with and cease to be practicable: And whereas it is expedient that such Arrangement for Division of Profits amongst the Proprietors of the said *Sheffield and Manchester* Shares of One hundred Pounds each, and *Sheffield and Manchester* Number 2. Quarter Shares, and *Sheffield and Manchester* Preference Shares (otherwise Number 1. Quarters), and for such Payment of Interest to the Proprietors of the said other Shares, should cease at the Expiration of Six Calendar Months from the Time that the Main Lines from *Manchester* to *Sheffield*, and from *Sheffield* to *Gainsborough*, and from *Gainsborough* to *Grimsby*, (constituting together a continuous Line of Railway from *Manchester* to *Grimsby*,) should be completed and opened for public Traffic: Be it enacted, That in the meantime and until the Expiration of Six Calendar Months from the Time that the said Main Lines from *Manchester* to *Sheffield*, and from *Sheffield* to *Gainsborough*, and from *Gainsborough* to *Grimsby*, (constituting such continuous Line of Railway as aforesaid,) shall be completed and opened for public Traffic, the Profits arising from such Parts of the Railway Undertaking of the Company hereby incorporated as immediately before the passing of the said last-mentioned Amalgamation Act constituted the Undertaking of the *Sheffield, Ashton-under-Lyne, and Manchester* Railway Company, (that is to say, the said Main Line from *Manchester* to *Sheffield*, and the said *Ashton* Branch,) shall (subject to the Payment thereof of the said Preferential Dividends to the Proprietors of the said *Sheffield and Manchester* Preference Shares, otherwise Number 1. Quarters, and of the said Ten Pounds Preference Shares, or such of the same preferential Dividends as for the Time being shall be payable,) be divisible rateably amongst the Proprietors of the said *Sheffield and Manchester* Shares of One hundred Pounds each, and *Sheffield and Manchester* Number 2. Quarter Shares; and all Proprietors of all other Shares in the Company, except the said *Sheffield and Manchester* Shares of One hundred Pounds each, and *Sheffield and Manchester* Number 2. Quarter Shares, and *Sheffield and Manchester* Preference Shares (otherwise Number 1. Quarters), and Ten Pounds Preference Shares, shall in the meantime and until the Expiration of the said Period of Six Calendar Months after the opening of such continuous Main Line from *Manchester* to *Grimsby* as aforesaid be entitled to Interest on the Amount called up and paid by them of their respective Shares at the Rate of Five Pounds *per Centum per Annum* from the passing of this Act, or from the Time of such Payment subsequent thereto, as the Case may be: Provided
always,

always, that no Interest shall accrue to the Proprietor of any Share upon which any Call shall be in arrear in respect of such Share or of any other Share held by the same Proprietor while such Call shall remain unpaid.

XLI. And whereas Four thousand of the Class of Shares in the Company by this Act denominated *Grimsby Dock Shares* are by virtue of "The *Grimsby Docks Act*, 1845," and the herein-before recited Amalgamation Act passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her present Majesty, declared to be Shares paid up in full, but subject to a Provision to the Effect next herein-after contained: Be it enacted, That, notwithstanding anything in this Act contained to the contrary, the Proprietors of the said *Grimsby Dock Shares* so declared to be paid up in full shall be entitled to Interest in respect thereof on the same Amount *per Share* only as the Proprietors of the other *Grimsby Dock Shares* which are not so declared to be paid up in full may be entitled to in respect of the Amount for the Time being called up on such last-mentioned Shares.

As to
Grimsby
Dock Shares.

XLII. And be it enacted, That from and after the Expiration of the said Period of Six Calendar Months after the said Main Lines constituting together such continuous Main Line of Railway from *Manchester* to *Grimsby* as aforesaid shall be completed and opened for public Traffic, the entire Profits of the Undertakings of the Company divisible amongst the Shareholders shall, (subject to the Payment thereof of the said preferential Dividends to the said Proprietors of the said *Sheffield and Manchester* Preference Shares, otherwise No. 1. Quarters, and the said Ten Pounds Preference Shares, so long as such preferential Dividends shall continue payable, and subject also to the Provisions next herein-after contained,) be divided rateably amongst the Proprietors of all Shares in the Capital of the Company, except the Proprietors of Shares entitled for the Time being to such preferential Dividends.

Division of
Profits after
the opening
of a continu-
ous Main
Line from
Manchester
to Grimsby.

XLIII. Provided always, and be it enacted, That whenever any Holder of Shares in the Company not entitled for the Time being to a preferential Dividend shall receive under this Act a Dividend after a higher Rate than any such preferential Dividend, then and in every such Case the Holders of the said Shares entitled for the Time being to a preferential Dividend shall receive in lieu of such their preferential Dividend a Dividend after such higher Rate in like Manner as and rateably with the Shareholders not entitled to preferential Dividends.

Holders of
Preference
Shares to
participate
in Profits
when such
Profits will
furnish a
higher Divi-
dend.

XLIV. And be it enacted, That if at any half-yearly or other Division of the Profits of the Company the Amount of such Profits divisible amongst the Shareholders shall not be sufficient to pay in full the said preferential Dividends for the Time being payable, and such Profits at the next or some subsequent Division of Profits shall be more than sufficient to pay the preferential Dividends then accruing, then and in such Case the Surplus of such Profits, or so much thereof as shall be necessary for the Purpose, shall be applied in or towards making

Deficiency
of Profits to
pay prefer-
ential Divi-
dends to be
made good
out of sub-
sequently
accruing
Profits.

making good to the Proprietors of the Shares for the Time being entitled to preferential Dividends the Amount of preferential Dividends left unpaid at the former Division of Profits, and so from Time to Time whenever and so long as such Deficiency and subsequent Surplus shall continue or occur, it being the true Intent and Meaning hereof that the Proprietors of the Shares for the Time being entitled to preferential Dividends shall be fully paid and satisfied the Amount of their preferential Dividends in respect of such Shares, and all Arrears thereof, before any Part of the Profits of the Company for the Time being divisible among Shareholders shall be liable for or applied in Payment of any Dividend or Interest to the Proprietors of any other Shares in respect of such other Shares.

Additional
Capital.

XLV. And whereas the said Capital of Six millions eight hundred and ninety-six thousand eight hundred Pounds consists of the said original Capital of Six millions nine thousand five hundred Pounds, and also of various Sums of Money amounting in the aggregate to Eight hundred and eighty-seven thousand three hundred Pounds, which the Company hereby dissolved were authorized by the Acts herein-after mentioned to raise for the Purposes therein mentioned; (that is to say,)

By “The <i>Manchester, Sheffield, and Lincolnshire</i> Rail- way (Station at <i>Sheffield</i> and Branch to the <i>Sheffield</i> Canal) Act, 1848”	£ 180,000
By “The <i>Manchester, Sheffield, and Lincolnshire</i> Rail- way (<i>Barnsley</i> Junction and Branches) Act, 1848”	348,000
By “The <i>Manchester, Sheffield, and Lincolnshire</i> Rail- way (Crossing of <i>Sheffield Street</i> , &c.) Act, 1848”	100,300
By “The <i>Manchester, Sheffield, and Lincolnshire</i> Rail- way (Station Approach at <i>Manchester</i>) Act, 1848”	50,000
By “The <i>Manchester, Sheffield, and Lincolnshire</i> Rail- way (<i>Humber</i> Ferries Improvement) Act, 1848”	84,000
And by “The <i>Manchester South Junction and Al-</i> <i>trincham</i> Railway (Station Enlargement, &c.) Act, 1848 ”	125,000

And whereas no Part of the said Sums has been raised : Be it enacted, That it shall be lawful for the Company hereby incorporated to raise by the Creation of Shares for the Purposes aforesaid any Sums of Money not exceeding the Sums authorized to be raised by the last-mentioned Acts for such Purposes respectively, and which shall be called for Distinction “additional Capital” of the Company.

As to raising
the addition-
al Capital.

XLVI. And be it enacted, That the said additional Capital shall be divided into Shares of such Amount, and shall be apportioned and allotted to such Persons and in such Manner, as may be determined by the Order of any General Meeting of the Company specially convened for the Purpose ; and it shall be lawful for the Company, if they shall think fit, with the Consent of Three Fifths of the Proprietors present at a General Meeting, to guarantee Dividend or Interest upon such Shares at a Rate not exceeding the Rate of Seven Pounds and Ten Shillings *per Centum per Annum* : Provided always, that no such Guarantee shall take effect until the Company hereby incorporated shall, in pursuance of the Powers hereby vested in them, have completed

completed and opened for Traffic the original Lines sanctioned by Act of Parliament of the several Railway Companies which in the Year One thousand eight hundred and forty-six were dissolved, and re-incorporated under the Name of the *Manchester, Sheffield, and Lincolnshire* Railway Company, nor shall any such Guarantee operate to defeat or prejudice any Guarantee of prior Dividend or Interest created by or in conformity with the Provisions of this Act.

XLVII. And be it enacted, That it shall be lawful for the Company, at any Time and from Time to Time, with the Consent of Three Fifths of the Votes of the Shareholders present in Person or by Proxy at any General Meeting of the Company specially convened for the Purpose, to convert, divide, and distribute the whole or any such Part as shall be deemed expedient of the Share Capital of the Company into such Number of new Shares (either wholly paid up or partly paid up) of such nominal Amount as shall be deemed expedient, but so that the aggregate Capital of the Company shall not be altered thereby, and so also that the aggregate Capital of any individual Shareholder shall not be diminished either as to the Amount actually paid up or as to the Amount which he may be liable to pay.

Division of
Capital into
new Shares.

XLVIII. And be it enacted, That whenever any such new Shares shall have been created by a Division of old Shares, all the Provisions of the Companies Clauses Consolidation Act, 1845, relating to the Share Capital of the Company, shall be applicable to such new Shares, and new Registers shall be made of the Holders of such new Shares respectively, and Certificates of such new Shares shall be issued to the registered Holders thereof, on Surrender of the Certificates of the old Shares for which such new Shares shall be substituted.

Certain Pro-
visions of
8 & 9 Vict.
c. 16. appli-
cable to new
Shares under
this Act.

XLIX. And be it enacted, That it shall be lawful for the Directors of the Company from Time to Time to close the Registers of Transfers of Shares and of Consolidated Stock and of Annuities respectively of or in the said Company for a Period not exceeding Twenty-one Days previous to each Ordinary Meeting of the Company, and to fix a Day for closing of the same, of which Seven Days Notice shall be given by Advertisement in some Newspaper circulating in the District within which the Company's principal Place of Business shall be situated; and any Transfer made during the Time when the said Transfer Books are so closed shall as between the said Company and the Party claiming under the same, but not otherwise, be considered as made subsequently to such Ordinary Meeting.

Power to
close Trans-
fer Books 21
Days, on giv-
ing Notice.

L. And be it enacted, That if and whenever any Shares in the Capital of the Company shall be consolidated into Stock, pursuant to the Provisions in that Behalf contained in the said Companies Clauses Consolidation Act, the Holders of the Stock into which such Shares shall have been so consolidated shall be entitled in respect thereof to the same Amount and Preference in respect of Dividends, and to the same Powers, Rights, and Privileges, and no others, as the Holders of the Shares so consolidated into Stock were respectively entitled to in

If Shares
consolidated
into Stock,
the Stock to
confer the
same Privi-
leges as the
Shares.

[Local.]

13 Z

respect

respect of such their Shares previous to such Consolidation taking place.

Power to Directors to agree with Shareholders in arrear for an Assignment of their Shares, instead of forfeiting same.

LI. And be it enacted, That, instead of proceeding to forfeit any Shares, it shall be lawful for the Directors, in any Case where in their Opinion any Shares if sold would not produce a sufficient Sum to discharge the Arrears of Calls thereon, to agree with the Proprietor thereof for the Surrender of the same to the Company on such Terms as the Directors shall think fit ; and after such Surrender, which may be made by Deed Poll under the Hand and Seal of the Proprietor, the Shares so surrendered shall merge in and form Part of the Capital of the Undertaking.

Forfeited Shares which cannot be sold may merge in the Company.

LII. And be it enacted, That in all Cases where any Share shall have been or shall hereafter be forfeited, in accordance with the Provisions of this Act, and such Forfeiture shall have been or shall be confirmed at a General Meeting of the Company in manner prescribed by the " Companies Clauses Consolidation Act, 1845," and Notice of such Forfeiture shall have been or shall be given to the Owner of the Share forfeited, by Letter from the Secretary of the Company given to such Owner, or sent by Post to or left at his Place of Abode or Business as described in the Shareholders Address Book, it shall be lawful for the Directors of the Company, if they shall be unable to sell the said Share for a Sum equal to the Arrears of Calls and Interest due in respect thereof, to declare the same to be merged in the general Capital Stock of the Company, and the same shall thenceforth merge accordingly in the said Capital ; and a Declaration in Writing made by some credible Person not interested before any Justice of the Peace, or before any Master or Master Extraordinary of the High Court of Chancery, stating that a Sum of Money sufficient to pay the Arrears of Calls and Interest in respect of such Share could not be obtained for the same at the Time of such Merger, shall be *prima facie* Evidence of the Facts therein stated, and the Proprietor of such Share shall from and after the making of such Declaration be precluded from all Right, Title, or Interest therein.

Company may issue new Shares in lieu of Shares merged in Company.

LIII. And be it enacted, That in lieu and instead of any Shares which shall be so surrendered or forfeited, or merged, as aforesaid, it shall be lawful for the Company from Time to Time, with the Approbation of Three Fifths at least of the Votes of the Proprietors present in Person or by Proxy at any General Meeting of the Company specially convened for that Purpose, to create and issue such new Shares of such Amount, and with such Preference or Priority and Amount of Dividend, not exceeding the Rate of Ten Pounds *per Centum per Annum*, and generally on such Terms as by the Order of any such Meeting shall be determined : Provided always, that no Guarantee of Preference or Priority or Amount of Dividend in respect of any such Shares, other than Shares to be issued for the Execution of any of the Company's original Lines as herein-after mentioned, shall take effect until the Company hereby incorporated shall, in pursuance of the Powers hereby vested in them, have completed and opened for Traffic the original Lines sanctioned by Act of Parliament of the several Railway Companies which in the Year

One thousand eight hundred and forty-six were dissolved and re-incorporated under the Name of the *Manchester, Sheffield, and Lincolnshire* Railway Company, nor shall any such Guarantee operate to defeat or prejudice any prior Guarantee of Preference or Priority or Amount of Dividend or Interest created by or in conformity with the Provisions of this Act: Provided also, that the aggregate Amount to be raised by the Issue of any such new Shares shall not exceed the aggregate Amount left unpaid on the old Shares in lieu of which such new Shares shall be issued at the Time of the Surrender, Forfeiture, or Merger as aforesaid of such old Shares.

LIV. And be it enacted, That it shall be lawful for any Shareholder, with the Consent of a General Meeting of the Company, to pay up any Share (of any Class) in full, by anticipation or in advance, and such Share so paid up shall be convertible into Stock, and the Holder thereof shall be entitled to receive Dividends thereon as on a Share paid up in full, and as if the Amount thereof had been paid up on Calls duly made.

Shareholders
paying Calls
in advance to
be entitled to
participate
in Dividends.

LV. And be it enacted, That the Proprietors of Capital in the Company to the Amount of One thousand Pounds or under (such Capital to be calculated according to the nominal Amount or Value of the Shares or Stock held by such Proprietor) shall be entitled to One Vote in Meetings of the said Company for every One hundred Pounds of the said Capital to which such Proprietor shall be entitled, and the Proprietor of any larger Amount shall be entitled to One Vote at such Meetings for every Three hundred Pounds of such Capital to which he shall be so entitled, over and above the Sum of One thousand Pounds, and in addition to the Votes to which he shall be entitled in respect of such One thousand Pounds.

Scale of
voting.

LVI. And whereas the Company hereby dissolved were authorized to borrow on Bond or Mortgage of their Undertakings various Sums of Money amounting to the Sum of Two millions three thousand one hundred and sixty-six Pounds: Be it enacted, That it shall be lawful for the Company to borrow on Bond or Mortgage of their several Undertakings or any of them, for the Purposes thereof, such Sums of Money as may have been authorized to be borrowed by Order of a General Meeting of the Company hereby dissolved, or by Order of a General Meeting of any of the Companies incorporated by any of the herein-before recited Acts, and since also dissolved, or otherwise as may from Time to Time be authorized to be borrowed by Order of a General Meeting of the Company hereby incorporated, not exceeding in the whole, inclusive of such Sums as at the Time of the passing of this Act may be outstanding on Bond, or Mortgage of the said Railway or Dock Undertakings, or any Part or Parts thereof respectively, the Sum of Two millions three thousand one hundred and sixty-six Pounds.

Power to
borrow.

LVII. And whereas, in addition to the said Sum of Two millions three thousand one hundred and sixty-six Pounds, the Company hereby dissolved were authorized to borrow on Bond or Mortgage of their

Further
Power to
borrow.

their Undertakings, as the Sums constituting such additional Capital as aforesaid should become subscribed, and One Half of their Capital for the Time being should be paid up, various other Sums of Money, not exceeding in the aggregate One Third Part of such additional Capital: Be it enacted, That when and so soon as the said original Capital shall have been augmented, under the Provisions of this Act, by the Creation of the said additional Capital of Eight hundred and eighty-seven thousand three hundred Pounds, or any Part thereof, and the additional Capital so created shall have been subscribed, and One Half of the aggregate Amount of such original and such additional Capital so created shall have been paid up, it shall be lawful for the said Company from Time to Time to borrow on Bond or Mortgage of their several Undertakings, or any of them, for the Purposes thereof, such further Sums of Money, over and beyond the said Sum of Two millions three thousand one hundred and sixty-six Pounds, herein-before authorized, as may from Time to Time be authorized to be borrowed by Order of a General Meeting of the said Company, not exceeding in the whole One Third for the Time being of the said additional Capital so created.

Application
of Mortgage
Money.

LVIII. And be it enacted, That all Monies to be borrowed on Bond or Mortgage as aforesaid shall be applied to the Purposes of the Company's Undertakings, except as regards the Sums following, which shall be applied to the Purposes herein-after set forth, and to no other Purpose; that is to say,

As to the Sum of Sixty thousand Pounds, to the Objects and Purposes referred to in the herein-before mentioned *Manchester, Sheffield, and Lincolnshire* Railways (Station at *Sheffield* and Branch to the *Sheffield* Canal) Act, 1848:

As to the Sum of One hundred and sixteen thousand Pounds, to the Objects and Purposes referred to in the herein-before mentioned *Manchester, Sheffield, and Lincolnshire* Railway (*Barnsley* Junction and Branches) Act, 1848:

As to the Sum of Six thousand six hundred and sixty-six Pounds, to the Objects and Purposes referred to in the herein-before mentioned *Manchester, Sheffield, and Lincolnshire* Railway (Crossing of *Sheffield Street, &c.*) Act, 1848:

As to the Sum of Sixteen thousand six hundred and sixty-six Pounds, to the Objects and Purposes referred to in the herein-before mentioned *Manchester, Sheffield, and Lincolnshire* Railway (Station Approach at *Manchester*) Act, 1848:

As to the Sum of Twenty-eight thousand Pounds, to the Objects and Purposes referred to in the herein-before mentioned *Manchester, Sheffield, and Lincolnshire* Railway (*Humber* Ferries Improvement) Act, 1848:

And the Branch Railway or Works originally authorized by the Act to the Purposes of which any of the said Sums is made exclusively applicable as aforesaid shall, so long as the Sum so exclusively applicable to the Purposes of such Act shall remain unborrowed, be exempted by the Operation of this Act out of the Security for any other Money to be borrowed by the Company under the Provisions of this Act.

LIX. And

LIX. Provided always, and be it enacted, That nothing herein-before contained shall be held or construed to affect the Validity of any Loan Note, Bond, or Mortgage on the Undertakings of the Company hereby dissolved, or on any of them, or any Part or Parts thereof respectively, which shall be subsisting at the Time of the passing of this Act, nor to alter or affect the Rights or Priorities of the Holders of any such Loan Notes, Bonds, or Mortgages in respect of such Loan Notes, Bonds, or Mortgages respectively, but that all such Loan Notes, Bonds, and Mortgages shall continue, and all such Rights and Priorities shall remain, as if this Act had not been passed, the Company hereby incorporated being in respect of such Loan Notes, Bonds, and Mortgages substituted for or considered identical with the Company hereby dissolved.

Act not to affect Validity of existing Loan Notes, &c., or Rights of Priority of Creditors.

LX. And be it enacted, That it shall be lawful for the Company to raise by the Creation of Stock, in such Manner and subject to such Conditions as they shall think fit, (the Amount thereof being paid up at once), any Money which they may be authorized to raise by Loan or the Creation of new Shares: Provided always, that the Money to be so raised shall be applicable only to the Purposes to which the same would have been applicable if raised by Loan or the Creation of Shares instead of such Stock; provided also, that the said Company shall not grant any Preference or Priority or guarantee any Interest or Dividend in respect of such Stock which they could not lawfully have granted or guaranteed in respect of such Loan or Shares as aforesaid.

Power to raise Money by the Creation of Stock.

LXI. And be it enacted, That, except as herein-before and herein-after mentioned, it shall not be lawful for the said Company, out of any Money by this Act or any other Act relating to the said Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the original or additional Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be held or construed to prevent the Company from paying out of such Monies Interest after the Rate aforesaid to the several Holders of Shares in the original Capital of the Company, other than and except the said *Sheffield and Manchester* Shares of One hundred Pounds each, and *Sheffield and Manchester* No. 2. Quarter Shares, and *Sheffield and Manchester* Preference Shares, otherwise No. 1. Quarters, and Ten Pounds Preference Shares, until the Expiration of Six Calendar Months after the said Main Lines, constituting together such continuous Main Line of Railway from *Manchester* to *Grimsby* as aforesaid, shall be completed and opened for public Traffic: Provided also, that nothing herein-before contained shall be deemed to prevent the said Company from paying to any Shareholder (other than and except the Proprietors of the said *Grimsby* Dock Shares, which are declared to be paid up in full as aforesaid, in respect of such Shares,) such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in the Companies Clauses Consolidation Act, 1845, in that Behalf contained.

Interest not to be paid on Calls paid up.

[*Local.*]

14 A

LXII. And

Deposits of future Bills not to be paid out of the Company's Capital.

LXII. And be it enacted, That it shall not be lawful for the Company, out of any Money by this Act or any other Act relating to the said Company authorized to be raised for the Purposes of such Act or Acts, to pay or deposit any Sum of Money which by any Standing Order of either House of Parliament, now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the said Company to construct any other Railway or execute any other Work or Undertaking.

Power to make and maintain Works according to deposited Plans.

LXIII. And whereas Plans and Sections of the several Railways, Piers, Steam Communication, and Works which form the Railway Undertaking of the said Company, and are mentioned in the Schedule annexed hereto showing the intended Lines and Levels of such Railways, Piers, Steam Communication, and Works respectively, and also Books of Reference to such Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands in, through, or into which the same respectively were intended to pass and be constructed, were deposited with the several Clerks of the Peace of the respective Counties and Places mentioned in the said Schedule in or about the Month of *November* in the several Years in such Schedule also mentioned ; (that is to say,)

Name of Railway.	Clerks of the Peace of the Counties and Places following ; viz.	Years of Deposit.
The Main Line from Manchester to Sheffield.	Lancaster, Chester, Derby, and West Riding of County of York.	1836
The Main Line from Sheffield to Gainsborough.	West Riding of County of York, Derby, Nottingham, the Parts of Lindsey and the Parts of Kesteven in the County of Lincoln, and County of the City of Lincoln.	1845
The Main Line from Gainsborough to Grimsby.	Nottingham and the Parts of Lindsey in the County of Lincoln.	1844
The Bridge across Store Street, and Station Approaches in Manchester.	Lancaster - - - - -	1846
The Bridge across Sheffield Street, and Station Enlargement in Manchester.	Lancaster - - - - -	1847
The Ashton Branch -	Lancaster and Chester - - - - -	1843
The Station Approaches at Stalybridge.	Lancaster - - - - -	1847
The Dukinfield Branch -	Chester, Derby, and West Riding of County of York.	1845
The Whaley Bridge Branch	Chester and Derby - - - - -	1845
The Hayfield Branch -	Chester and Derby - - - - -	1845
The Bugsworth Branch -	Derby - - - - -	1846
The Glossop Branch -	Chester, Derby, and West Riding of the County of York.	1845
The Barnsley Junction and Branches.	West Riding of the County of York -	1846
The Thurgoland Branch -	West Riding of the County of York -	1846
The Station Enlargement in Sheffield on the Main Line from Manchester to Sheffield.	Chester, Derby, and West Riding of the County of York.	1845
The Branch to the Sheffield Canal.	West Riding of the County of York - -	1846

Name of Railway.	Clerks of the Peace of the Counties and Places following ; viz.	Years of Deposit.
The Stations in Sheffield on the Main Line from Sheffield to Gainsborough.	West Riding of the County of York - -	1846
The Staveley Branch -	West Riding of the County of York, Derby, Nottingham, the Parts of Lindsey and Parts of Kesteven in the County of Lincoln, City of Lincoln and County of the same City, in - - -	1845
	and Derby and Nottingham in - -	1846
The Saxelby Branch -	Nottingham, the Parts of Kesteven and Parts of Lindsey in the County of Lincoln, and City of Lincoln and County of the same City.	1845
The Newark Branch -	Nottingham - - - -	1845
The Market Rasen Branch	Nottingham, and the Parts of Lindsey in the County of Lincoln, in - - -	1844
	and the said Parts of Lindsey in - -	1845
The Extension of the Market Rasen Branch to Lincoln.	The Parts of Lindsey and Parts of Kesteven in the County of Lincoln, the City of Lincoln and County of the same City.	1845
The Wragby Branch -	The Parts of Lindsey in the County of Lincoln.	1846
The Caistor Branch -	The said Parts of Lindsey - - -	1845
The Bigby Branch -	The said Parts of Lindsey - - -	1845
The Habrough Branch -	The said Parts of Lindsey, the Town and County of the Town of Kingston-upon-Hull, and the East Riding of the County of York.	1847
The New Holland Branch -	Nottingham, and the Parts of Lindsey in the County of Lincoln.	1844
The Barton-upon-Humber Branch.	The Parts of Lindsey and the Parts of Kesteven in the County of Lincoln, the City of Lincoln and County of the same City.	1845
The Humber Piers and Steam Communication.	The Parts of Lindsey in the County of Lincoln, the Borough of Kingston-upon-Hull, and the East Riding of the County of York.	1845 and 1847

Be it enacted, That, subject to the Provisions and Powers of Deviation in the said Lands Clauses Consolidation Act and Railways Clauses Consolidation Act and in this Act contained (and except and subject as herein-after excepted), it shall be lawful for the Company to continue, make, or complete and maintain the said Railways, Piers, Steam Communication, and Works in, through, and upon the Lands delineated on the said Plans and described in the said Books of Reference, and according to the Levels described on the said Sections, and to enter upon, take, and use such of the said Lands as shall be necessary for the Purpose: Provided nevertheless, that whenever any of the said Plans, Sections, and Books of Reference shall have been duly corrected since the Deposit thereof by any Intervention and Certificate of Justices, it shall be lawful for the Company to continue, make, complete, and maintain the Railways, Steam Communication, and Works affected thereby, and to enter upon, take, and use the Lands necessary for the same under and in accordance with such Correction and Certificate.

Company
not to con-
struct Works
below High-
water Mark
without Con-
sent of Com-
missioners of
Woods, &c.
and Lords of
Admiralty.

Works not
to be altered
without
Consent.

Works aban-
doned across
tidal Waters
may be re-
moved by the
Admiralty,
at Expense
of the Com-
pany.

Mud or Soil
not to be
thrown into
the River
Humber.

LXIV. And be it enacted, That it shall not be lawful for the Company to construct on the Shore of the Sea, or of any Creek, Bay, Arm of the Sea or navigable River communicating therewith, where and so far up the same as the Tide flows and reflows, any Work, or to construct any Railway or Bridge across any Creek, Bay, Arm of the Sea, or navigable River, where and so far up the same as the Tide flows and reflows, without the previous Consent of Her Majesty, Her Heirs and Successors, to be signified in Writing under the Hands of Two of the Commissioners of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, and of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral aforesaid, for the Time being, to be signified in Writing under the Hand of the Secretary of the Admiralty, and then only according to such Plans and under such Restrictions and Regulations as the said Commissioners of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, and the said Lord High Admiral or the said Commissioners, may approve of, such Approval being signified as last aforesaid; and where any such Works, Railway, or Bridge shall have been constructed, it shall not be lawful for the Company at any Time to alter or extend the same, without obtaining, previously to making any such Alteration or Extension, the like Consents or Approvals; and if any such Work, Railway, or Bridge shall be commenced or completed contrary to the Provisions of this Act, it shall be lawful for the said Commissioners of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, or the said Lord High Admiral, or the said Commissioners for executing the Office of Lord High Admiral, to abate and remove the same, or to restore the Site thereof to its former Condition, at the Costs and Charge of the Company, and the Amount thereof may be recovered in the same Manner as a Penalty is recoverable against the Company.

LXV. And be it enacted, That if any Pier, Jetty, Wharf, or other Work constructed or to be constructed by the said Company in or across any tidal Water or navigable River, or if any Portion of the said Pier, Jetty, Wharf, or other Work which affects any such Water or River, or Access thereto, shall be abandoned or suffered to fall into Disuse or Decay by the Company, it shall be lawful for the Lord High Admiral, or the Commissioners for executing the Office of Lord High Admiral, to abate and remove the same, or such Part or Parts thereof as he or they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition, at the Costs and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit.

LXVI. And be it enacted, That if during the Construction of any of the Docks and Works hereby authorized adjoining the River *Humber* any Mud or Soil shall be thrown by the Company, or any Person or Persons whomsoever, into the said River, except such as may be necessary for the Purpose of Construction and Maintenance of such Docks and Works, or if after the Construction and Com-
pletion

pletion of such Docks and Works any Mud or Soil, whether dredged or lifted from the said Docks or Works, or otherwise arising, shall be thrown by the Company or any Person or Persons whomsoever into the said River, then and in every such Case the Company or Person so throwing any such Mud or Soil into the said River *Humber* shall forfeit and pay a Sum not exceeding the Sum of Ten Pounds, over and besides all Expenses which may be incurred by or under the Direction of the Lord High Admiral, or the Commissioners for executing the Office of Lord High Admiral, in removing to a proper Place any such Mud or Soil which may have been thrown into the said River *Humber*, which Expenses may be recoverable as a Penalty, or as a Debt due to Her Majesty, with Costs of Suit.

LXVII. And be it enacted, That, subject to the Provisions in the said "Railways Clauses Consolidation Act, 1845," contained, in reference to the crossing of Roads on the Level, it shall be lawful for the Company to carry or continue the several Railways and Works herein-after mentioned across and on the Level with the several Turnpike Roads and Highways which were authorized to be so crossed by the said recited Acts, and which are numbered as follows on the herein-before mentioned Plans relating to such Railways and Works respectively; that is to say,

Power to cross certain Roads on the Level.

With respect to *The Main Line from Sheffield to Gainsborough.*

Numbers

- 2 in the Parish of *Torksey* ;
- 18 in the Parish of *Saundby* ;
- 10 in the Township of *Brightside Bierlow* in the Parish of *Sheffield* ;
- 65 in the Township and Parish of *Sheffield* ;
- 34 in the Township of *Attercliffe-cum-Darnall* in the Parish of *Sheffield* ;
- 29 in the Parish of *Aston-cum-Aughton* ;
- 60 in the Parish of *Wales* ;
- 13 in the Township of *Shireoaks* in the Parish of *Worksop* ;
- 8 in the Township of *Haggonfield* in the Parish of *Worksop* ;
- 30 in the Township and Parish of *Worksop* ;
- 21 } in the Parish of *Babworth* ;
- 24 }
- 14 } in the Parish of *Ordsall* ;
- 38 }
- 15 } in the Parish of *Clarborough* ;
- 81 }
- 99 }
- 32 } in the Parish of *Sturton-le-Steeple* ;
- 35 }
- 62 }
- 5 in the Parish of *West Burton* ; and
- 37 in the Parish of *Beighton*.

With respect to *The Main Line from Gainsborough to Grimsby.*

- 18 in the Parish of *Scawby-cum-Sturton* ;
- 3 in the Parish of *Wrawby* ;
- 129 in the Parish of *Great Grimsby* ;
- [*Local.*] 14 B

Numbers

- 59 }
 115 } in the Parish of *Blyton-cum-Wharton* ;
 19 in the Township of *Northorpe* ;
 26 in the Parish of *Hibaldstowe* ;
 2 }
 43 } in the Parish of *Bigby* ;
 51 }
 68 } in the Parish of *Barnetby-le-Wold* ;
 93 }
 16 in the Parish of *Ulceby* ;
 30 in the Parish of *Habrough* ;
 7 in the Parish of *Immingham* ;
 4 }
 50a } in the Parish of *Stallingborough* ;
 23 in the Parish of *Great Coates* ; and
 28 }
 48 } in the Parish of *Great Grimsby*.
 57 }

With respect to *The Market Rasen Branch*.

- 74 in the Parish of *Bigby* ;
 10 in the Parish of *Cadney-cum-Housham* ;
 46 }
 53 } in the Parish of *North Kelsey* ;
 66 }
 13 in the Parish of *South Kelsey* ;
 11 }
 20 } in the Parish of *Holton-le-Moor* ;
 26 in the Parish of *Claxby* ;
 24 in the Parish of *Usselby* ;
 3 }
 9 } in the Parish of *Walesby* ; and
 6 }
 23 } in the Parish of *Middle Rasen*.

With respect to *The New Holland Branch*.

- 9 in the Township of *Killinghome South* ;
 71 in the Parish of *Ulceby* ;
 22 }
 26 } in the Parish of *Thornton Curtis-cum-Burnham* ;
 1 }
 18 } in the Parish of *Goxhill* ; and
 39 }
 16 }
 25 } in the Parish of *Barrow-upon-Humber*.

With respect to *The Glossop Branch*.

- 2 in the Township of *Dinting* in the Parish of *Glossop*.

With respect to *The Whaley Bridge Branch and Hayfield Branch*.

- 80 in the Township of *Bredbury* in the Parish of *Stockport* ;
 5 }
 30 } in the Township of *Beard, Ollerset, Thornset, and Whitle* in
 the Parish of *Glossop* ;
 63 in the Township of *Hayfield* in the Parish of *Glossop*.

With respect to *The Bugsworth Branch.*

Numbers

49 in the Township of *Bugsworth* otherwise *Chinley Bugsworth* and *Brownside* in the Parish of *Glossop*.

With respect to *The Barnsley Junction.*

6 in the Township of *Thurgoland* in the Parish of *Silkstone* ;
69 in the Township and Parish of *Silkstone* ;
71 in the Township of *Barnsley* in the Parish of *Silkstone*.

With respect to *The Moor End Branch.*

26 in the Township and Parish of *Silkstone*.

With respect to *The Silkstone Branch.*

51 } in the Township and Parish of *Silkstone*.
77 }

With respect to *The Thurgoland Branch.*

27 } in the Township of *Thurgoland* in the Parish of *Silkstone*.
34 }

With respect to *The Staveley Branch.*

83 in the Parish of *Whitwell*,
80 in the Township and Parish of *Worksop*,
8 } in the Township of *Radford* in the Parish of } on the said
34 } *Worksop*, } Plans de-
3 } in the Parish of *Whitwell*, on the said Plans deposited in
67 } 1847. } 1846 ;

With respect to *The Saxelby Branch.*

62 in the Parish of *North Leverton* ;
24 }
27 } in the Parish of *South Leverton* ;
60 }
8 in the Township of *Cottam* in the Parish of *South Leverton* ;
44 in the Parish of *Torksey* ; and
59 }
131 } in the Parish of *Saxelby*.

With respect to *The Newark Branch.*

6 in the Parish of *West Burton* ;
2 }
36 } in the Parish of *Sturton-le-Steeple* ;
37 in the Parish of *South Leverton* ;
46 in the Parish of *Treswell* ;
7 in the Parish of *Rampton* ;
16 in the Parish of *Stokeham* ;
2 }
27a } in the Parish of *East Drayton* ;
19a }
42 } in the Parish of *Darlton* ;
10 in the Township of *Grassthorne* in the Parish of *Marnham* ;

Numbers

- 17 } in the Parish of *Sutton-on-Trent* ;
 39 }
 5 in the Township of *Carlton-on-Trent* in the Parish of *Norwell* ;
 21 in the Parish of *Cromwell* ;
 15 }
 38 } in the Parish of *North Muskham* ; and
 46 }
 50 }
 11 in the Parish of *South Muskham*.

With respect to *The Extension of the Market Rasen Branch to Lincoln* and *The Barton-upon-Humber Branch* respectively.

- 6 in the Parish of *Middle Rasen* ;
 8 in the Parish of *Buslingthorpe* ;
 14 a in the Parish of *Wickenby* ;
 10 in the Parish of *Snelland* ;
 8 in the Parish of *Stainton-by-Langworth* with *Reasby* and *Newball* ;
 9 in the Parish of *Scothern* ;
 3 in the Parish of *Barlings* ;
 21 in the Parish of *Reepham* ;
 7 }
 16 } in the Parish of *Cherry Willingham* ;
 22 }
 5 }
 37 } in the Parish of *Saint Mark Lincoln* ; and
 13 }
 55 } in the Parish of *Barrow-upon-Humber*.

With respect to *The Wragby Branch*.

- 12 in the Parish of *Wragby* ;
 13 in the Township and Parish of *Rand*.

With respect to *The Caistor Branch*.

- 8 in the Parish of *North Kelsey*.

Company to
erect Sta-
tions or
Lodges at
Points of
crossing, and
abide by the
Regulations
of the Com-
missioners of
Railways.

LXVIII. And be it enacted, That for the greater Convenience and Security of the Public the Company shall erect and permanently maintain either a Station or Lodge at the Points where the Railway crosses the before-mentioned Roads or any other Turnpike or public Carriage Road on the Level ; and the said Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Commissioners of Railways ; and if the said Company shall fail to erect or at all Times maintain any such Station or Lodge, or appoint a proper Person to watch or superintend the Crossing at any such Point or Station, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

LXIX. And

LXIX. And be it enacted, That at and near the Points at which the Railways to which the following Schedules respectively refer cross the Roads numbered as set forth in such Schedules on the herein-before mentioned Plans relating to such Railways respectively the Rates of Inclination of such Roads may be altered so that the same when altered shall not exceed the respective Rates of Inclination set forth in the said Schedules ; that is to say,

Power to alter the Rates of Inclination of certain Roads.

With respect to *The Whaley Bridge Branch and Hayfield Branch.*

Number.	Description.	Place.	Rate of Inclination.
25	Highway -	In the Township of Werneth in the Parish of Stockport.	One in Eleven.
57	Turnpike Road	In the Township of Bredbury in the Parish of Stockport.	One in Twenty-five.
77	Highway -	Ditto - - - - -	One in Nine.
80	Highway -	Ditto - - - - -	One in Nine.
30	Highway -	In the Township of Beard, Ollerset, Thornset, and Whitle in the Parish of Glossop.	One in Eight.
45	Turnpike Road	Ditto - - - - -	One in Nine.
77	Turnpike Road	Ditto - - - - -	One in Eleven.
78	Turnpike Road	Ditto - - - - -	One in Twenty-two.
63	Highway -	In the Township of Hayfield in the Parish of Glossop.	One in Eleven.

With respect to *The Bugsworth Branch.*

49	Highway -	In the Township of Bugsworth otherwise Chinley Bugsworth and Brown-side in the Parish of Glossop.	One in Eight and a Half.
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With respect to *The Barnsley Junction (or Main Line of the Barnsley Junction).*

131	Highway -	In the Township of Dodworth in the Parish of Silkstone.	One in Thirteen.
15	Highway -	In the Township of Barugh in the Parish of Darton.	One in Fourteen, One in Sixteen, and One in Twenty-two.
34	Highway -	In the Township of Barugh in the Parish of Darton.	One in Twenty-five.
15	Turnpike Road	In the Township of Barnsley in the Parish of Silkstone.	One in Twenty-four.
71	Highway -	Ditto - - - - -	One in Eleven.

With respect to *The C.D. Branch of the Barnsley Junction.*

81	Turnpike Road	In the Township of Barnsley in the Parish of Silkstone.	One in Eighteen and One in Twenty-four.
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With respect to the *The Silkstone Branch.*

51	Highway -	In the Township and Parish of Silkstone.	One in Twelve and a Half.
77	Turnpike Road	Ditto - - - - -	One in Fifteen and One in Twenty-four.
106 a	Bridleway -	Ditto - - - - -	One in Twenty-eight.

Number.	Description.	Place.	Rate of Inclination.
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With respect to *The Dodworth Branch.*

71	Highway	- In the Township of Dodworth in the Parish of Silkstone.	One in Twenty-one.
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With respect to *The Thurgoland Branch.*

27	Highway	- In the Township of Thurgoland in the Parish of Silkstone.	One in Eight and a Half.
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Regulating
Dimensions
of certain
Bridges.

LXX. And be it enacted, That the Bridges for carrying the Railways to which the following Schedules relate over the Roads numbered as set forth in such Schedules on the herein-before mentioned Plans relating to such Railways respectively, or, as the Case may be, for carrying such Roads over the said Railways, shall be constructed and maintained of the Dimensions specified in such Schedules ; (that is to say,)

With respect to *The Whaley Bridge Branch.*

Description.	Position, according to the said Plans and Sections.		Number on the said Plans.	Parish.	Township.	Proposed Dimensions.		
						Span.	Height.	Width between Parapets.
	Miles.	Chains.				Feet.	Feet.	Feet.
Turnpike Roads under Bridges.	3	64	43	Stockport	- Romiley	- Thirty	- Sixteen.	-
	0	75	30	Ditto	- Hyde	- Thirty-five	- Sixteen.	-
Over Bridges -	5	50	44	Ditto	- Marple	- -	- -	Thirty.
	8	19	27	Glossop	- Beard,Ollerset, Thornset, and Whitle.	- -	- -	Thirty.
Over Bridges -	9	27	110	Glossop	- Beard,Ollerset, Thornset, and Whitle.	- -	- -	Thirty.
	9	33	116	Ditto	- Ditto	- -	- -	Thirty.
	10	12	143	Ditto	- Ditto	- -	- -	Thirty.
Public Roads under Bridges.	0	48	3	Stockport	- Hyde	- Twenty	- Fourteen.	-
	1	65	18	Ditto	- Werneth	- Twenty	- Fifteen.	-
	3	12	2	Ditto	- Romiley	- Twenty	- Fifteen.	-
	3	68	57	Ditto	- Ditto	- Twenty	- Fourteen.	-
	3	73	64	Ditto	- Ditto	- Twenty	- Fourteen.	-
	9	61	133	Glossop	- Beard,Ollerset, Thornset, and Whitle.	- Twenty	- Sixteen.	-
Over Bridges -	0	29	18	Mottram-in- Longdendale.	- Newton	- -	- -	Twenty.
	1	68	20	Stockport	- Werneth	- -	- -	Twenty.
	8	56	47	Glossop	- Beard,Ollerset, Thornset, and Whitle.	- -	- -	Twenty.
	9	8	71	Ditto	- Ditto	- -	- -	Twenty.

Description.	Position, according to the said Plans and Sections.	Number on the said Plans.	Parish.	Township.	Proposed Dimensions.		
					Span.	Height.	Width between Parapets.

With respect to *The Hayfield Branch.*

	Miles.	Chains.				Feet.	Feet.	Feet.
Turnpike Roads under Bridges.	0	65	77	Glossop -	Beard, Ollerset, Thornset, and Whitle.	Thirty -	Sixteen.	—
	1	5	78	Ditto -	Ditto -	Thirty -	Sixteen.	—
	1	67	5	Ditto -	Hayfield -	Thirty -	Sixteen.	—
Over Bridges -	0	17	39	Ditto -	Beard, Ollerset, Thornset, and Whitle.	- -	- -	Thirty.
	0	27	45	Ditto -	Ditto -	- -	- -	Thirty.

With respect to *The Barnsley Junction or Main Line of the Barnsley Junction.*

Turnpike Roads under Bridges.	0	19	12	Penistone -	Oxspring -	Thirty -	Sixteen.	—
	6	77	81	Silkstone -	Barnsley -	Thirty -	Sixteen.	—
Over Bridges -	3	66	117	Ditto -	Dodworth -	- -	- -	Thirty.
	6	3	15	Ditto -	Barnsley -	- -	- -	Thirty.
	8	0	10	Royston -	Monk Bretton -	- -	- -	Thirty.
Public Roads under Bridges.	2	18	32	Silkstone -	Silkstone -	Twenty -	Fifteen.	—
	2	22	57	Ditto -	Ditto -	Twenty -	Fifteen.	—
	2	29	51	Ditto -	Ditto -	Twenty -	Fifteen.	—
	5	25	34	Darton -	Barugh -	Twenty -	Fifteen.	—
	5	30	64	Ditto -	Ditto -	Twenty -	Nineteen.	—

With respect to *The C. D. Branch.*

Turnpike Road under Bridge.	0	3	81	Silkstone -	Barnsley -	Thirty -	Sixteen.	—
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With respect to *The Silkstone Branch.*

Public Road under Bridge.	1	34	106 a	Silkstone -	Silkstone -	Twenty -	Fifteen.	—
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With respect to *The Moor End Branch.*

Turnpike Road under Bridge.	0	7	4	Silkstone -	Silkstone -	Twenty -	Sixteen.	—
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With respect to *The Dodworth Branch.*

Turnpike Roads under Bridge.	0	21	14	Silkstone -	Dodworth -	Thirty -	Sixteen.	—
Over Bridge -	0	71	55	Ditto -	Ditto -	- -	- -	Thirty.
Public Road under Bridge.	1	14	71	Ditto -	Ditto -	Twenty -	Fifteen.	—

With respect to *The Thurgoland Branch.*

Turnpike Road over Bridge.	0	29	15	Silkstone -	Thurgoland -	- -	- -	Thirty.
Public Road over Bridge.	1	55	49	Ditto -	Ditto -	- -	- -	Twenty.

Line not to be varied through the Estate of Messrs. Sidebottom.

LXXI. And with respect to *The Main Line from Manchester to Sheffield*, be it enacted, That the Line of the Railway in the Estate now or late of *George Sidebottom* and *Joe Sidebottom*, Esquires, at *Broadbottom* in the Parish of *Mottram-in-Longdendale* in the County of *Chester*, shall not be varied from its present Course so as to approach nearer to *Harwood Lodge*, the Residence of the said *Joe Sidebottom*, without the Consent in Writing of the said *George Sidebottom* and *Joe Sidebottom*, their Heirs or Assigns, first had and obtained, nor shall it be lawful for the Company without such Consent to carry the said Railway otherwise than on Arches (as at present constructed) through the Brick Cottages now or late of the said *George Sidebottom* and *Joe Sidebottom* at *Broadbottom* aforesaid.

A Water-course to be maintained on the Land of *George Cornwall Legh*, Esq.

LXXII. And with respect to the said *Main Line from Manchester to Sheffield*, be it enacted, That the Company shall at all Times hereafter maintain One or more good and sufficient Watercourse or Watercourses in the Township of *Openshaw* in the County of *Lancaster* on the North Side of the said Main Line from *Manchester to Sheffield*, by means whereof all the Water arising or flowing from Land now or late of *George Cornwall Legh* Esquire which may have been or may be excavated or cut for the Purposes of the said Main Line of Railway may be conveyed along the Side of the said Railway in a Westerly Direction to some Part of the Land of the said *George Cornwall Legh* on the same or a lower Level than the said Railway, and there turned upon the said Land, to be used, diverted, and employed as the Owner of such Land or Persons lawfully claiming under him shall from Time to Time think proper.

Three Bridges to be made for Communication between Parts of Mr. Legh's Estate.

LXXIII. And with respect to the said *Main Line from Manchester to Sheffield*, be it enacted, That the Company shall at all Times hereafter maintain not less than Three Bridges sufficient for the Passage of Horses, Carts, and Carriages for the better and more commodious Communication betwixt the Land now or late of the said *George Cornwall Legh* on the North and South Sides of the said Main Line from *Manchester to Sheffield* in the said Township of *Openshaw* and on the West Side of the *Stockport Canal*.

Company to maintain Four Arches on the Land of Messrs. *Brocklehurst* and *Mr. Burgess*.

LXXIV. And with respect to the said *Main Line from Manchester to Sheffield*, be it enacted, That the Company shall at all Times hereafter maintain and keep in repair under the Railway Four Arches practicable for Carriages upon certain Land now or late of *William* and *John Brocklehurst* in the Township of *Ardwick* in the County of *Lancaster* (in addition to an Arch over *Gorton Lane*), and also Six Arches practicable for Carriages upon certain Land now or late of *Henry Weech Burgess* in the same Township, and that the Company shall not erect or place any Stationary Engine on the Land now or late of the said *William* and *John Brocklehurst* and *Henry Weech Burgess*, unless the Company shall have previously purchased such Land.

Nothing to prejudice, &c. the Rights of the

LXXV. And with respect to the said *Main Line from Manchester to Sheffield*, be it enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges,

Privileges, Powers, or Authorities now or late vested in or enjoyed by the Company of Proprietors of the *Manchester and Salford Waterworks* in virtue of all or any of the following Acts; viz., an Act passed in the Forty-ninth Year of the Reign of His Majesty King George the Third, intituled *An Act for more effectually supplying with Water the Inhabitants of the Towns of Manchester and Salford in the Parish of Manchester in the County Palatine of Lancaster*; an Act passed in the Fifty-third Year of the Reign of His said Majesty, intituled *An Act for enlarging the Powers of an Act of His present Majesty, for supplying with Water the Towns of Manchester and Salford in the County Palatine of Lancaster*; an Act passed in the Fifty-sixth Year of the Reign of His said Majesty, intituled *An Act for altering, amending, and extending the Powers of Two Acts of His present Majesty's Reign, for supplying with Water the Inhabitants of the Towns of Manchester and Salford in the Parish of Manchester in the County Palatine of Lancaster*; and an Act passed in the Fourth Year of the Reign of His late Majesty King George the Fourth, intituled *An Act to alter and amend several Acts passed for more effectually supplying with Water the Inhabitants of the Towns of Manchester and Salford in the Parish of Manchester in the County Palatine of Lancaster, and for further extending the Powers and Provisions of the said Acts*; or otherwise.

Manchester and Salford Water Company under 49 G. 3. c. 192., 53 G. 3. c. 20., 56 G. 3. c. 12., and 1 & 2 G. 4. c. 47.

LXXVI. And with respect to the said *Main Line from Manchester to Sheffield*, be it enacted, That it shall be lawful for the said Company of Proprietors of the *Manchester and Salford Waterworks* at all Times hereafter to have free and uninterrupted Access to all their respective Main Pipes, Service Pipes, and Branch Pipes laid near the said Main Line; and that wherever in the Formation of the said Main Line across any such Pipes any Arches or Culverts of Brick or Stone may have been made over the said Pipes for enabling the said Waterworks Company to have Access thereto for the Purpose of repairing, amending, or relaying the same, the Company shall at all Times hereafter maintain and keep such Arches or Culverts in repair.

Waterworks Company to have free Access to their Water Pipes.

LXXVII. And with respect to the said *Main Line from Manchester to Sheffield*, be it enacted, That in all Cases where the said Main Line of Railway shall be in Cutting (but not in Embankment) in *Audenshaw* in the Parish of *Ashton-under-Lyne* in the County of *Lancaster*, and the adjoining Lands of the Earl of *Stamford and Warrington* in *Audenshaw* aforesaid now are or hereafter shall be used or applied for Building Purposes, the Company hereby incorporated shall from Time to Time build and maintain upon their own Land good and substantial Parapet Walls of the Height of Five Feet at the least, for the Purpose of separating the same Land from such adjoining Lands of the said Earl, and for the Protection of the said last-mentioned Lands and of the Owners and Occupiers thereof.

For Protection of the Earl of Stamford's Property.

LXXVIII. And with respect to the said *Main Line from Manchester to Sheffield*, be it enacted, That it shall be lawful for the Company to sell and dispose of Lands acquired under the Provisions
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Power to Company to sell certain superfluous Lands.

sions of any of the herein-before recited Acts relating to the said Main Line from *Manchester* to *Sheffield*, and which may not be required for the Purposes of the Company, at any Time within Ten Years after the passing of this Act, and in the meantime to continue to hold such Lands free from Liability of Lapse or Accruer to the Owners of Lands adjoining thereto, or otherwise howsoever.

Nothing to
prejudice the
Rights of the
Devises,
&c. of the
Duke of
Bridgwater.

LXXIX. And with respect to the said *Main Line from Manchester to Sheffield*, be it enacted, That nothing in this Act contained in relation to the said Main Line shall extend to alter, prejudice, diminish, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the Devises, Heirs, or Assigns of the late Most Noble *Francis Duke of Bridgwater* deceased.

Company to
maintain
Bridges over
the Peak
Forest and
Ashton
Canals.

LXXX. And with respect to the said *Main Line from Manchester to Sheffield* and to the said *Ashton Branch*, be it enacted, That the Company shall for ever hereafter maintain in perfect Repair the Bridges which have been constructed for carrying the said Main Line over the *Peak Forest Canal*, and for carrying the said Branch over the said *Peak Forest Canal*, and over the *Manchester, Ashton-under-Lyne, and Oldham Canal*; and any Bridge which may hereafter be constructed in lieu of any such Bridge shall be a good, firm, and substantial Bridge of Brick, Stone, or Iron, over the Canal and the Towing Path thereof, with proper Retaining Walls and Approaches thereto, and shall be so constructed as to leave within the Abutments of the Arch thereof a free, open, and uninterrupted navigable Waterway of Thirty-three Feet in Width, and a Towing Path of Six Feet in Width, and the Abutments of the Bridge shall be carried up perpendicularly to the Height of Six Feet at the least above the Top-water Level of the Canal at the Place of crossing, and the under Side of the Centre of the Arch shall not be less than Ten Feet above such Top-water Level; and the Company shall and they are hereby required, during the Progress of constructing any such Bridge or the necessary Repairs thereof, or of any of the said existing Bridges, from Time to Time and at all Times to leave a free, open, and uninterrupted navigable Waterway in the Canal of not less than Sixteen Feet in Width and Eight Feet in Height, and (so far as regards the said *Ashton Branch*, but not as regards the said Main Line,) a Towing Path of not less than Six Feet in Width under the Centering to be used for constructing or repairing the Bridge.

Regulations
as to carry-
ing Railway
over certain
Lands in
the Parish
of Clar-
borough.

LXXXI. And with respect to *The Main Line from Sheffield to Gainsborough*, be it enacted, That in carrying the Railway through the Lands numbered respectively 44, 47, 48, 51, 57, 58, and 60 in the Parish of *Clarborough* in the herein-before mentioned Plans relating to the said Main Line from *Sheffield* to *Gainsborough*, the same shall be constructed at the utmost Limit of Deviation authorized by this Act North-west of the Line as laid down on the said Plans, unless the Owners for the Time being of the said Lands shall by Writing under their Hands permit the said Railway to be otherwise constructed.

Power to the
Great North-
ern Railway

LXXXII. And with respect to the said *Main Line from Sheffield to Gainsborough*, be it enacted, That it shall be lawful for the *Great Northern*

Northern Railway Company to use the said Main Line from *Sheffield* to *Gainsborough*, and the Stations, Reservoirs, and other Conveniences thereto belonging, with their Engines and Carriages, for the Purpose of conveying Passengers, Animals, Goods, and Minerals between *Sheffield* and other Places situate on the said last-mentioned Main Line, and all Places situate on the said *Great Northern Railway* at Distances exceeding Three Miles from *Retford* and *Gainsborough* respectively, upon such Terms and Conditions as in the event of Difference between the Two Companies shall be settled by the Engineers of the respective Companies, and in case of Difference by some Engineer to be appointed by the Commissioners of Railways.

Company to use certain Portions of the Railway from *Sheffield* to *Gainsborough*.

LXXXIII. And with respect to the said *Main Line from Sheffield to Gainsborough*, be it enacted, That it shall be lawful for the *Midland Railway Company* to make use of that Part of the said Main Line from *Sheffield* to *Gainsborough* which lies between the Point of Junction thereof with the said *Staveley Branch* near *Worksop* and the Terminus near *Gainsborough*, and of the Stations and Works on such Part of the same Main Line, with their Engines, Carriages, and Waggons, in such Manner and upon such Terms and Conditions as shall be agreed upon between the Engineers of the respective Companies, or, in case of Difference, by some Engineer to be appointed by the Commissioners of Railways.

Power to *Midland Railway Company* to use Part of the said Line.

LXXXIV. And with respect to *The Main Line from Gainsborough to Grimsby*, be it enacted, That it shall not be lawful for the Company to make the Line of Railway laid down on the West Side of the *Grimsby Haven* and Old Dock upon the Plan of the said Main Line from *Gainsborough* to *Grimsby* herein-before mentioned.

Company not to make the Line on the West Side of the *Grimsby Old Dock*.

LXXXV. And with respect to the said *Main Line from Gainsborough to Grimsby*, be it enacted, That in passing through the Lands belonging to the Governors of the Free Grammar School of *Gainsborough* the Company shall, if required by the said Governors, fence off the Railway by a good and sufficient Wall not less than Fifteen Feet high, and for ever after maintain such Wall in good and sufficient Repair.

For Protection of *Gainsborough Grammar School*.

LXXXVI. And whereas with respect to the said *Main Line from Gainsborough to Grimsby* the same is intended to be made and carried over the *Ancholme Navigation* at or near to a certain Place in the Parish of *Scauby-cum-Sturton* in the Parts of *Lindsey* in the County of *Lincoln*, and is also intended to be carried over the same Navigation at or near a certain other Place where the said Navigation is situate partly in the Parish of *Scauby-cum-Sturton* and partly in the Parish of *Bigby*, both in the said Parts of *Lindsey* and County of *Lincoln* aforesaid; and it is expedient to provide against Obstructions being occasioned thereby to the free Use and Enjoyment of the said Navigation, or to the Drainage thereby of the Lands lying within the Level of *Ancholme* in the said County of *Lincoln*, through which the said *Ancholme Navigation* runs: Be it enacted, That nothing in this Act contained shall extend or be construed to extend to diminish or alter

Nothing to prejudice Rights of the Commissioners of the *Ancholme Drainage and Navigation*.

alter, prejudice, affect, or take away any of the Rights, Privileges Powers, or Authorities vested in the Commissioners for draining Lands within the Level of *Ancholme* in the County of *Lincoln*, and making certain Parts of the River *Ancholme* navigable, or to authorize or empower the Company hereby incorporated, or any of their Agents, Servants, or Workmen, to alter, divert, or obstruct the Course or Channel of the said *Ancholme* Navigation, or any Branch thereof, or any Rivers, Streams, Canals, Cuts, Aqueducts, or Dams communicating therewith, or to destroy or injure any Weirs, Abutments, Flood Gates, Towing Paths, or other Works belonging to the said Commissioners, or belonging to or connected with or relating to or affecting the said Navigation, without the Consent in Writing of the said Commissioners, or their Clerk or Surveyor for the Time being, for that Purpose first obtained, save and except for the Purpose of constructing and maintaining the Bridges herein-after particularly mentioned, and subject in that respect also to the Conditions, Stipulations, and Restrictions herein-after mentioned in that Behalf, doing as little Damage thereby as may be, and making full Satisfaction to the said Commissioners for all Damages occasioned thereby or by reason thereof.

Regulations
as to the
Height and
Width of the
Bridges
over the
Ancholme
Navigation.

LXXXVII. And with respect to the said *Main Line from Gainsborough to Grimsby*, be it enacted, That in carrying the same over the said Navigation at the several and respective Places aforesaid the Company hereby incorporated shall at their own Expense make good and substantial Bridges of Stone, Brick, Iron, or Wood, and of the Form and Construction herein-after mentioned, over the said Navigation and the Towing Paths or Cesses thereof respectively, the Foundations of which Bridges, or the Piles or Pillars upon which the same shall be placed, shall be perpendicular, and the Abutments of such Bridges respectively shall be parallel with the said Navigation at the respective Points or Places at which the said Bridges shall be erected, and the clear Height of the Arch of each of such Bridges for the Width of Fifteen Feet in the Centre of the Navigation shall be not less than Nine Feet Six Inches above the present Level of the springing of the Arch of the present Bridge over the said Navigation in the Parish of *Scawby-cum-Sturton* aforesaid, over which Bridge the Turnpike Road leading from *Brigg* to *Lincoln* now passes; and the Spans of the Arches or Openings of the said Bridge to be erected over the said *Ancholme* Navigation, and of the Towing Paths or Cesses on each Side of the same where the said Railway is intended to cross the same Navigation and Towing Paths or Cesses respectively in the Parish of *Scawby-cum-Sturton* aforesaid, shall be such as to leave under the Arch or Opening of the said Bridge over the Navigation a clear Waterway, free from Piles, Pillars, Piers, Abutments, Walls, and all or any other Obstruction or Impediments, of the Breadth of at least Sixty Feet measured at Right Angles with the said Navigation, and to leave under the Arches or Openings over the said Towing Paths or Cesses on each Side of the said Navigation a clear Space or Roadway of the Breadth of Five Feet, and of the Height of Seven Feet for a Width of Three Feet in the Centre of such Towing Paths or Cesses respectively at the least; and the Span of the Arch or Opening of the said Bridge to be erected over the said *Ancholme* Navigation at the Place where the said Navigation is situate

situate partly in the said Parish of *Scawby-cum-Sturton* and partly in the Parish of *Bigby* aforesaid shall be such as to leave thereunder a clear Space, free from Piles, Pillars, Piers, Abutments, Walls, and all or any other Obstruction or Impediments, of at least Sixty Feet, measured at Right Angles with the said last-mentioned Navigation, in which a clear Waterway of not less than Forty Feet, and Towing Paths or Cesses on each Side of the said Navigation of the Breadth of Ten Feet, and of the Height of Six Feet each for a Width of Three Feet in the Centre of such Towing Paths or Cesses respectively, at the least, shall be preserved; the Surface Level of the several Towing Paths or Cesses aforesaid to be not more than One Foot Six Inches below the present Level of the springing of the Arch of the said present Bridge over the said Navigation in the Parish of *Scawby-cum-Sturton* aforesaid; and the Company hereby incorporated shall and may carry the said Railway over the said *Ancholme* Navigation upon such Bridges accordingly, but not in any other Manner whatsoever.

LXXXVIII. And with respect to the said *Main Line from Gainsborough to Grimsby*, be it enacted, That the Company hereby incorporated, or their Engineer, shall, Forty Days at least before the Erection of the said Bridges respectively shall be commenced, deliver to the Commissioners of or for the said Drainage and Navigation, or to their Engineer or Clerk, accurate Plans, Sections, and Descriptions of the said Bridges respectively, and of the Arches and Abutments thereof, and of the Materials of which it is proposed that the same should be constructed; and if the said Commissioners or their Engineer shall object to such Plans, or to the proposed Form or Construction of the said Bridges or of either of them, or of any Part thereof, or to the Materials proposed to be used in the Construction thereof, as not being in conformity with the Stipulations herein-before in that Behalf contained, and the Company hereby incorporated, or their Engineer, shall not consent to alter the same in such Way as may be required by the said Commissioners, the Matters in difference shall be referred to some Third Engineer, to be mutually agreed upon and named by the respective Engineers of the Company hereby incorporated and of the said Commissioners, and the Decisions and Determinations of such Third Engineer shall be binding and conclusive upon all the Parties touching the Matters so referred: Provided nevertheless, that the Costs and Charges of such Reference to a Third Engineer shall be paid by the Company hereby incorporated, and that the Plans to be approved of by the said Engineers, or the said Third Engineer, shall in all respects conform to the particular Provisions herein-before specified touching the Dimensions of the said Bridges respectively.

Company to deliver, within a certain Time, Plans of Bridges to Commissioners of the Ancholme Drainage and Navigation.

LXXXIX. And with respect to the said *Main Line from Gainsborough to Grimsby*, be it enacted, That the Company hereby incorporated shall at all Times during the Construction of the said Bridges over the said *Ancholme* Navigation, or of any necessary Repairs thereof respectively, or of the Erection or Repair of any future Bridges or Bridge in lieu of such Bridges respectively or either of them, leave an open and uninterrupted navigable Waterway in the

Penalty on Railway Company for obstructing Navigation during the Execution of Works.

[*Local.*]

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said

said Navigation at the several and respective Places where the said Navigation may be crossed by the Railway of not less Breadth than Forty Feet, and of not less Height than Ten Feet Six Inches from the Surface of the Water in the said Navigation for a Space of Fifteen Feet in the Centre of the Navigation; and that the Period for or during which such Contraction of Waterway to Forty Feet shall continue for the Purposes aforesaid or any of them shall in no Case exceed Fifty-six consecutive Days; and in case, by reason of or in executing any of the Works by this Act authorized, or by reason of the bad State of Repair of the said Bridges or either of them, the said Navigation or Towing Paths or Cesses thereof respectively shall be so obstructed as that Boats, Barges, and other Vessels navigating or using the same, or Horses towing or drawing such Vessels, shall not be able to pass along the same for a Space or Spaces of Time amounting in the aggregate to Two Hours in any One Day, or in case the navigable Waterway herein-before required to be preserved during the Progress of the said Works or Repairs, or any of them, shall at any Time be contracted to a less Width than hereafter prescribed for a like Term of Two Hours in any One Day, or in case the Period for or during which such Contraction of Waterway to Forty Feet shall continue shall in any Case exceed Fifty-six consecutive Days, then and in any of the said Cases the Company hereby incorporated shall pay to the Commissioners of or for the said *Ancholme* Drainage and Navigation, or their Clerk or Treasurer, as and by way of ascertained Damages, the Sum of Ten Pounds for every Day on which such Obstruction or such Contraction to a less Width than Forty Feet shall occur, or during which such Contraction to Forty Feet shall continue after the Expiration of the said Fifty-six consecutive Days, on the said Navigation or the Towing Paths or Cesses thereof respectively; and also then and in any of the said Cases it shall be lawful for the said Commissioners, at the Cost and Charges of the Company hereby incorporated, to remove, take, and put away such Obstruction or Contraction, and to make good all Damage or Injury done to the said Navigation or to the said Towing Paths or Cesses respectively, or any or either of them, thereby; and the Company hereby incorporated shall pay to the said Commissioners, as or by way of ascertained Damages, all Costs and Charges to be incurred as aforesaid: Provided always, that in default of Payment of such Penalty of Ten Pounds for every Day on which such Obstructions or such Contraction to a less Width than Forty Feet shall occur, or during which such Contraction to Forty Feet shall continue after the Expiration of such Fifty-six consecutive Days as aforesaid, and also in default of Payment of any Costs and Charges to be incurred as aforesaid, on Demand made of or from the Company hereby incorporated, or the Treasurer of such Company, the said Commissioners may and they are hereby empowered to sue for and recover the said Penalty, Costs, and Charges, or any or either of them, or any Part thereof, together with full Costs of Suit, against the Company hereby incorporated, by Action of Debt or on the Case in any of Her Majesty's Superior Courts at *Westminster*: Provided also, that nothing herein contained shall extend to prevent the said Commissioners from recovering against the Company hereby incorporated any special Damage that may be sustained by them on account of the Acts and

Recovery of
Penalties,
&c. from the
Company.

Defaults of the said Company, or in respect of which Penalties are by this Act imposed, beyond the Amount of such Penalty or Penalties, and they are hereby authorized to sue for and recover such special Damages accordingly; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the Company hereby incorporated, and any Action for special Damages shall be brought as above mentioned, then the Penalty or Penalties so paid shall be deemed and considered as Payment on account of such special Damages, 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 Company, and the same shall be deducted from the Amount of Damages to be recovered by the said Commissioners; 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 Company hereby incorporated; and no Action shall be maintained by the said Commissioners against the said Company for the Recovery of any Penalty or Penalties, after Judgment shall have been obtained by them, for any special Damages in respect of the said Act or Acts for which such Penalty or Penalties would have been recoverable.

XC. And with respect to the said *Main Line from Gainsborough to Grimsby*, be it enacted, That unless and until the same Main Line shall at any Time be abandoned as herein-after mentioned the Company hereby incorporated shall, at their own Expense, at all Times maintain and keep in complete Repair the said Bridges to be erected as aforesaid over the said *Ancholme* Navigation and the said Towing Paths and Cesses; and if the said Railway shall at any Time be abandoned as aforesaid, then the Company hereby incorporated, upon Notice in Writing given to them by the Commissioners of or for the said *Ancholme* Drainage and Navigation, or their Engineer, Surveyor, Clerk, or Agent, requiring them to remove such Bridges respectively or either of them, shall at their own Expense remove the said Bridges; and if the Company hereby incorporated shall not, within Three Calendar Months after such Notice given, remove such Bridge or Bridges as shall be named in such Notice, then it shall be lawful for the said Commissioners to remove or cause to be removed such Bridge or Bridges as shall be named in such Notice respectively, and to use or sell the Materials thereof, and apply the same, or the Produce thereof, to their own Purposes.

Provision for the Repair of the Bridges over the Ancholme Navigation.

XCI. And whereas with respect to *The Main Line from Gainsborough to Grimsby*, and *The Saxelby Branch*, and *The Newark Branch*, the said Main Line from *Gainsborough to Grimsby* is intended to pass over the River *Trent* in the Parishes of *Bole* in the County of *Nottingham* and *Gainsborough* in the County of *Lincoln*, and the said *Saxelby* Branch is intended to pass over the said River in the Parishes of *Rampton* and *Torksey* in the Counties of *Nottingham* and *Lincoln*, and the said *Newark* Branch is intended to pass over the said River in the Parish of *South Muskham* in the County of *Nottingham*, and it is expedient to provide against Obstructions being occasioned thereby to the free Navigation of the said River: Be it enacted, That nothing in this Act contained with respect to the said

Nothing to diminish Rights of the River Trent Navigation Company, and for preventing Obstruction to the River Trent.

Main

Main Line or Branches shall extend or be construed to extend to diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the River *Trent* Navigation, or to authorize or empower the Company hereby incorporated, or any of their Agents, Servants, or Workmen, to alter, divert, or obstruct the Course or Channel of the said River *Trent*, or of any Rivers, Streams, Canals, Cuts, Aqueducts, or Dams communicating therewith, or to destroy or injure any Weirs, Abutments, Flood Gates, Haling Paths, or other Works belonging to the said Company of Proprietors of the River *Trent* Navigation, without the Consent of the said last-mentioned Company, or their Clerk and Surveyor for the Time being, save and except for the Purpose of carrying into effect the Powers and Authorities given by this Act, and subject in that respect also to the Conditions, Stipulations, and Restrictions herein-after mentioned, and doing as little Damage thereby as may be, and making full Satisfaction to the said last-mentioned Company for all Damages by them sustained by reason thereof.

Regulating
Construction
of Bridge
over the
Trent for the
Main Line.

XCII. And with respect to the said *Main Line from Gainsborough to Grimsby*, be it enacted, That in carrying the said Main Line over the said River *Trent* the Company hereby incorporated shall and they are hereby required, at their own Expense, to erect, build, and for ever after maintain in perfect Repair a good, firm, and substantial Bridge over the said River and the Haling Path thereof, with proper Retaining Walls and Approaches thereto, upon which Bridge the Railway shall be made; and the said Bridge shall be constructed so that there shall be One Opening at the least on the Haling-path Side, and, including the Haling Path, of One hundred Feet Span, whereof Ninety Feet shall have a Headway of not less than Ten Feet clear above the Level of the present Haling Path contiguous to the intended Site of the said Bridge, and as much higher as the Level of the Railway where it crosses the said River *Trent* will admit of, and that there shall be constructed and made a good and sufficient Haling Path under the Bridge of not less than Ten Feet in Width, with a clear Headway of Eight Feet to the said Haling Path for the whole Breadth and Length thereof, with a proper and sufficient Handrail or Balustrade thereon, and which Haling Path shall be made under the Western Arch and adjoining to the Abutment; and the said Haling Path under the said Bridge shall be raised and supported by good and substantial Brackets or other sufficient Means so as not to interfere with the Waterway, and so as to allow and give a Waterway under the said Haling Path, and the said Haling Path shall be extended for the Space of Sixty Yards on each Side of the said Bridge, and that such Haling Path and Railing or Balustrade shall be at all Times supported and maintained by and at the Expense of the Company hereby incorporated; and the said Bridge and the Arches thereof shall be made of such Construction and Form as to give and afford the greatest clear Way and Space for the Passage of Water and Vessels that may be consistently with the Security and Stability of the said Bridge.

Regulating
Construction
of Bridge

XCIII. And with respect to the said *Saxelby Branch*, be it enacted, That in carrying the Line of the said Branch over the River *Trent*

Trent in the said Parishes of *Rampton* and *Torksey* the Company shall and they are hereby required, at their own Expense, to erect, build, and for ever after maintain in perfect Repair, a good, firm, and substantial Bridge over the said River and the Haling Path thereof, with proper Retaining Walls and Approaches thereto, upon which Bridge the Railway shall be made; and the said Bridge shall be constructed so that there shall be One Arch at the least on the Haling-path Side, and including the Haling Path of One hundred and ten Feet Span, and the Centre of each Arch of the said Bridge shall be not less than Ten Feet clear above the Level of the present Haling Path contiguous to the intended Site of the said Bridge, and as much higher as the Level of the Railway, where it crosses the said River *Trent*, will admit of; and that there shall be constructed and made a good and sufficient Haling Path under the Bridge of not less than Ten Feet in Width, and of the same Height as the present Haling Path, with a clear Headway of Eight Feet to the said Haling Path for the whole Breadth and Length thereof, with a proper and sufficient Hand-rail or Balustrade thereon, and which Haling Path shall be made under the Western Arch and adjoining to the Abutment, and shall be extended for the Space of Sixty Yards on each Side of the said Bridge, and that such Haling Path and Railing or Balustrade shall be at all Times supported and maintained by and at the Expense of the said Company; and the said Bridge and the Arches thereof shall be made of such Construction and Form as to give and afford the greatest clear Way and Space for the Passage of Water and Vessels that may be consistent with the Security and Stability of the said Bridge.

over the
Trent for
the Saxelby
Branch.

XCIV. And with respect to the said *Newark Branch*, be it enacted, That in carrying the Line of the said Branch over the said River *Trent* in the said Parish of *South Muskham* the Company shall and they are hereby required, at their own Expense, to erect, build, and for ever after maintain in perfect Repair, a good, firm, and substantial Bridge over the said River and the Haling Path thereof, with proper Retaining Walls and Approaches thereto, upon which Bridge the Railway shall be made; and the said Bridge shall be so constructed as not to hinder or obstruct the Navigation of that Branch of the River *Trent* running from a Place called the *Upper River* in the Parish of *Averham* in the said County of *Nottingham* to a Place called the *Crankleys* in the Parish of *South Muskham* aforesaid.

Regulating
Construction
of Bridge
over the
Trent for
the Newark
Branch.

XCV. And with respect to the said *Main Line from Gainsborough to Grimsby* and the said *Saxelby Branch*, be it enacted, That in regard to each of the Bridges for carrying the same Main Line and Branch respectively over the said River *Trent* the Company hereby incorporated, or their Engineer, shall, Forty Days at least before the Erection of the Bridge shall be commenced, deliver to the said Company of Proprietors of the River *Trent* Navigation, or to their Engineer or Clerk, accurate Plans and Sections of the said Bridge, and of the Arches and Abutments thereof, such Arches not being of less Dimensions than is herein-before in that Behalf required; and if the said last-mentioned Company, or their Engineer, shall object to such Plans,

Company to
deliver,
within a cer-
tain Time, to
the Trent
Navigation
Company,
Plans, &c. of
Bridge to be
erected over
the River
Trent.

or to the proposed Form or Construction of the said Bridge or any of the Arches thereof, and the said Company hereby incorporated, or their Engineer, shall not consent to alter the same in such Way as may be required by the said Company of Proprietors of the River *Trent* Navigation, or their Engineer, so as to conform with the aforesaid Stipulations, the Matters in difference shall be referred to some Third Engineer to be mutually agreed upon and named by the respective Engineers of the said Two Companies, and the Decisions and Determinations of such Third Engineer shall be binding and conclusive upon all the Parties touching the Matters so referred; provided nevertheless, that with respect to the Bridge for carrying the said Main Line over the said River, he shall not be authorized to lessen or diminish the Span of the Opening of One hundred Feet, nor the Height thereof, as herein-before provided for; and provided also, with respect to the Bridge for carrying the said *Saxelby* Branch over the said River, that he shall not be authorized to lessen or diminish the Span of the said Arch of One hundred and ten Feet, nor the Height thereof, as herein-before also provided for.

Providing
Remedy in
case of Ob-
struction to
the River
Trent.

Further Re-
medy in case
of wilful Ob-
struction.

Recovery of
Costs, &c. for
Obstructions
by reason of
the crossing
of the Main
Line.

XCVI. And with respect to the said *Main Line from Gainsborough to Grimsby*, and the said *Saxelby Branch* and *Newark Branch*, be it enacted, That if in the Execution of the same Main Line and Branches, or any of them, or by reason of any Act or Omission of the Company hereby incorporated, their Agents, Servants, or Workmen, or if by reason or in consequence of any of the said Works when made, the said River *Trent*, or any of the Side Cuts or Canals or the Haling Paths thereof, shall at any Time be so obstructed as that Boats, Barges, or other Vessels using the same cannot conveniently pass along the same, then and in either of such Cases it shall be lawful for the said Company of Proprietors of the River *Trent* Navigation, at the Costs and Charges of the Company hereby incorporated, to remove, take, and put away such Obstruction, and to make good all Damage or Injury done to the said Navigation thereby; and the Company hereby incorporated shall pay to the said Company of Proprietors of the River *Trent* Navigation, as or by way of ascertained Damages, all Costs and Charges to be incurred as aforesaid, and also the Sum of Five Pounds for every Hour during which such Obstruction shall continue: Provided always, that if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of the Company hereby incorporated, or of any of their Contractors or Servants, or Persons employed by them, then and in every such Case the said Company shall pay to the said Company of Proprietors of the River *Trent* Navigation the Sum of Ten Pounds for every Hour during which the Obstruction shall continue, to be computed from the Commencement of such Obstruction, as or by way of ascertained Damages.

XCVII. And with respect to the said *Main Line from Gainsborough to Grimsby*, be it enacted, That in default of Payment of such Costs and Charges, or of such Sum or Sums as aforesaid, as the Case may be, on Demand made of or from the Treasurer of the Company hereby incorporated, the Company of Proprietors of the River
Trent

Trent Navigation may sue for and recover the same, together with full Costs of Suit, against the said Company hereby incorporated, by Action of Debt or on the Case in any of Her Majesty's Courts at *Westminster*: Provided also, that nothing herein contained shall extend to prevent the said Company of Proprietors of the River *Trent* Navigation from recovering against the Company hereby incorporated any special Damage that may be sustained by them on account of the Acts and Defaults of the Company hereby incorporated, or in respect of which Penalties are by this Act imposed, beyond the Amount of such Penalty or Penalties, and they are hereby authorized to sue for and recover such special Damages accordingly; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the Company hereby incorporated, and any Action for special Damages shall be brought as above mentioned, then the Penalty or Penalties so paid shall be deemed and considered as Payments on account of such special Damages, 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 Company hereby incorporated, and the same shall be deducted from the Amount of Damages to be recovered by the said Company of Proprietors of the River *Trent* Navigation; 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 Company hereby incorporated; and no Action shall be maintained by the said Company of Proprietors of the River *Trent* Navigation against the Company hereby incorporated for the Recovery of any Penalty or Penalties, after Judgment shall have been obtained by them, for any special Damage in respect of the said Act or Acts for which such Penalty or Penalties would have been recoverable.

Nothing to prevent Recovery of special Damages.

XCVIII. And with respect to the said *Saxelby Branch* and the said *Newark Branch* respectively, be it enacted, That in default of Payment of such Costs and Charges, or of such Sum or Sums as aforesaid, as the Case may be, on Demand made of or from the Treasurer of the said Company, such Demand being made in Writing, and stating the Particulars thereof, any Two or more of Her Majesty's Justices of the Peace shall and they are hereby required, on Application by the said Company of Proprietors of the River *Trent* Navigation, or their Clerk or other Person authorized by them, by Warrant under the Hands and Seals of the said Justices, to cause the Amount thereof to be levied by Distress and Sale of the Goods and Chattels of the said Company, and to be paid to the said Company of Proprietors of the River *Trent* Navigation, their Treasurer or Clerk, rendering the Overplus (if any), upon Demand, after deducting the reasonable Charges of making such Distress and Sale, to the said Company; or the said Company of Proprietors of the River *Trent* Navigation may sue for and recover the same, together with full Costs of Suit, against the said Company, by Action of Debt or on the Case in any of Her Majesty's Courts of *Westminster*; and the said Company shall also make Compensation to all other Parties navigating on the said River *Trent* for all Loss or Injury which they may sustain by the Obstruction occasioned by such Interruption or Stoppage as aforesaid, to be recovered in like Manner.

Recovery of Costs, &c. for Obstructions by reason of the crossing of the Saxelby Branch and Newark Branch.

XCIX. And

Nothing to diminish Rights of Commissioners of the Navigation of the Branch of the River Trent, and preventing Obstructions thereon.

XCIX. And whereas with respect to the said *Newark Branch* the Line of the said Branch is intended to pass over that Branch of the River *Trent* which runs by the Town of *Newark-upon-Trent* from a Place called the *Upper Weir* in the Parish of *Averham* in the County of *Nottingham* to a Place called the *Crankleys* in the Parish of *South Muskham* in the said County, and it is expedient to provide against Obstructions being occasioned thereby to the free Navigation of the said Branch of the said River: Be it enacted, That nothing in this Act contained in reference to the said *Newark Branch* shall extend or be construed to extend to diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Commissioners for improving the Navigation of the said Branch of the said River *Trent*, or to authorize or empower the Company, or any of their Agents, Servants, or Workmen, to alter, divert, or obstruct the Course or Channel of the said Branch of the said River *Trent*, or of any Rivers, Streams, Canals, Cuts, Aqueducts, or Dams communicating therewith, or to destroy or injure any Weirs, Abutments, Floodgates, Haling Paths, or other Works belonging to the said Commissioners, without the Consent of the said Commissioners, or their Clerk and Surveyor for the Time being, save and except for the Purpose of carrying into effect the Powers and Authorities given by this Act, and subject in that respect also to the Conditions, Stipulations, and Restrictions herein-after mentioned, and doing as little Damage thereby as may be, and making full Satisfaction to the said Commissioners for all the Damages by them sustained by reason thereof.

Regulating Construction of Bridge over the Branch of the River Trent.

C. And with respect to the said *Newark Branch*, be it enacted, That in carrying the Line of the said Branch over the said Branch of the said River *Trent* the Company shall and they are hereby required, at their own Expense, to erect, build, and for ever maintain in perfect Repair, a good, firm, and substantial Bridge over the said Branch of the said River *Trent* and the Haling Path thereof, with proper Retaining Walls and Approaches thereto, upon which Bridge the Railway shall be made, and the said Bridge shall be constructed in such Manner as to leave the same Sectional Area of Waterway as now exists at the Site of the said intended Bridge, such Waterway to be comprised in not more than Two Openings or Arches, and that the Centre of the said Arches or Openings shall not be less than Ten Feet clear above the Level of the present Flood or Higher Haling Path contiguous to the intended Site of the said Bridge, and as much higher as the Level of the Railway where it crosses the said Branch of the said River *Trent* will admit of; and that there shall be constructed and made a good and sufficient Haling Path under the Bridge of not less than Ten Feet in Width, and of the same Height as the present Flood or Higher Haling Path, with a clear Headway of not less than Eight Feet to the said Haling Path for the whole Breadth and Length thereof, with a proper and sufficient Handrail or Balustrade thereon, and which Haling Path shall be made adjoining to the Eastern Abutment, and shall be extended for the Space of Sixty Yards on each Side of the said Bridge, and that such Haling Path and Railing or Balustrade shall be at all Times supported and maintained by and at the Expense of the said Company; and the said

Bridge and the Arches or Openings thereof shall be made of such Construction and Form as to give and afford the greatest clear Way and Space for the Passage of Water and Vessels that may be consistently with the Security and Stability of the said Bridge; and for the better effecting that Object the said Company, or their Engineer, shall, Forty Days at least before the Erection of the said Bridge over the said Branch of the said River *Trent* shall be commenced, deliver to the said Commissioners, or to their Engineer or Clerk, accurate Plans and Sections of the said Bridge, and of the Arches or Openings and Abutments thereof, such Arches or Openings not being of less Dimensions than as herein-before in that Behalf required; and if the said Commissioners, or their Engineer, should object to such Plan, or to the proposed Form or Construction of the said Bridge, or of the Arches or Openings thereof, and the said Company, or their Engineer, shall not consent to alter the same in such Way as may be required by the said Commissioners, or their Engineer, so as to conform with the aforesaid Stipulations, the Matters in difference shall be referred to some Third Engineer to be mutually agreed upon and named by the respective Engineers of the said Company and the said Commissioners, and the Decisions and Determinations of such Third Engineer shall be binding and conclusive upon all Parties touching the Matters so referred to them: Provided nevertheless, that he shall not be authorized to lessen or diminish the Span of the said Arches or Openings, nor the Height thereof, as herein-before provided for.

CI. And with respect to the said *Newark Branch*, be it enacted, That if in the Construction of the said *Newark Branch*, or of any Works in connexion therewith, by this Act authorized to be made and completed, or by reason of any Act or Omission of the Company hereby incorporated, their Agents, Servants, or Workmen, or if by reason or in consequence of any of the said Works when made, the said Branch of the said River *Trent*, or any of the Side Cuts or Canals or the Haling Paths thereof, shall at any Time be so obstructed as that Boats, Barges, or other Vessels using the same cannot conveniently pass along the same, then and in either of such Cases it shall be lawful for the said Commissioners, at the Costs and Charges of the said Company, to remove, take, and put away such Obstruction, and to make good all Damage or Injury done to the said Navigation thereby; and the said Company shall pay to the said Commissioners, as or by way of ascertained Damages, all Costs and Charges to be incurred as aforesaid, and also the Sum of Five Pounds for every Hour during which such Obstruction shall continue: Provided always, that if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of the Company hereby incorporated, or any of their Contractors or Servants, or Persons employed by them, then and in every such Case the said Company shall pay to the said Commissioners the Sum of Ten Pounds for every Hour during which the Obstruction shall continue, to be computed from the Commencement of such Obstruction, as or by way of ascertained Damages, and in default of Payment of such Costs and Charges, or of such Sum or Sums, as the Case may be, on Demand made of or from the Treasurer of the said Company, such Demand being made in

Providing
Remedy in
case of Ob-
struction to
the said
Branch of
the River
Trent.

[*Local*.]

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Writing,

Writing, and stating the Particulars thereof, any Two or more of Her Majesty's Justices of the Peace shall and they are hereby required, on Application by the said Commissioners, or their Clerk or other Person authorized by them, by Warrant under the Hands and Seals of the said Justices, to cause the Amount thereof to be levied by Distress and Sale of the Goods and Chattels of the said Company, and to be paid to the said Commissioners, their Treasurer or Clerk, rendering the Overplus (if any), upon Demand, after deducting the reasonable Charges of making such Distress and Sale, to the said Company, or the said Commissioners may sue for and recover the same, together with full Costs of Suit, against the said Company, by Action of Debt or on the Case in any of Her Majesty's Courts at *Westminster*; and the said Company shall also make Compensation to all other Parties navigating on the said Branch of the said River *Trent* for all Loss or Injury which they may sustain by the Obstruction or Stoppage as aforesaid, to be recovered in like Manner.

Company to make Satisfaction to the Commissioners of Woods, &c. for Lands taken belonging to, or for Damages sustained by, the Crown.

CII. And whereas, with respect to the said *Main Line from Gainsborough to Grimsby, and The Market Rasen Branch and New Holland Branch*, the Queen's most Excellent Majesty in right of Her Crown is seised of certain Lands which may be required for the Purposes of the same Main Line and Branches, or may be affected by the Powers by this Act continued or vested in the Company hereby incorporated for making the same: Be it enacted, That the said Company shall and they are hereby required to make and pay to the Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, for and on behalf of Her Majesty, such Price for any Parts of the Lands or Possessions of Her Majesty in right of Her Crown required to be taken by the said Company for the Formation or Construction of the said Main Line and Branches, or any Part thereof respectively, and also such Satisfaction and Compensation for any Damage, Loss, Injury, or Inconvenience, whether temporary, perpetual, or recurring, and whether arising by or by means of Severance or otherwise, which any of the Lands or Possessions of Her Majesty in right of Her Crown shall or may sustain by reason or in consequence of the Formation or Construction of the said Main Line and Branches, or any Part thereof respectively, or any Works, Matters, or Things appertaining thereunto or in any way connected therewith, as shall be settled and agreed upon between the Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, and the said Company, together with all the Costs, Charges, and Expenses incurred on the Behalf of Her Majesty or the said Commissioners in ascertaining and settling the Price, Recompence, or Compensation so to be paid or made to Her Majesty, Her Heirs and Successors, by the said Company, for or in respect of any Property of Her Majesty in right of Her Crown so required to be taken as aforesaid, and also the Expense to be incurred on behalf of the said Commissioners in settling the Accommodation Works to be made, erected, executed, and maintained by the said Company under the Provisions in that Behalf herein-after contained, including all Expenses preparatory or incident to the Premises, or in any way connected therewith, as well before as after the passing of this Act, and

and nothing in this Act contained shall extend to authorize or empower the said Company to enter upon, take, hold, or use any Lands, Tenements, or Hereditaments, Parcel of the Possessions of Her Majesty in right of Her Crown, until the Price, Recompence, or Compensation to be paid or made by the said Company for the same shall have been settled and agreed upon as aforesaid, and until the Amount of the same, together with such Costs, Charges, and Expenses as aforesaid, shall have been paid by the said Company, and the necessary Conveyances shall have been duly completed and perfected, anything in this Act or in the Acts incorporated herewith, or any of them, contained notwithstanding; and further, that the said Company shall make, erect, execute, and maintain all such Works for the Accommodation of adjoining Lands as shall be settled and agreed upon between the said Commissioners for the Time being and the said Company: Provided always, that in case any Difference shall arise in regard to the Price, Satisfaction, Recompence, or Compensation to be paid or made by the said Company to Her Majesty, Her Heirs and Successors, or as to the Works required for the Accommodation of adjoining Lands, or otherwise in respect of or in relation to the Premises, then and in that Case the said Commissioners for the Time being shall, within One Month after they shall be required so to do by Writing under the Hands of any Two or more of the Directors for the Time being of the said Company, name Three Surveyors, and the said Company shall thereupon, within Ten Days from the Receipt of the Names of the said Surveyors, give Notice in Writing to the said Commissioners for the Time being, under the Hands of any Two or more of the Directors for the Time being of the said Company, which of such Surveyors the said Company elect to be the Arbitrator to whom the Matters in difference between the said Company and the said Commissioners for the Time being shall be referred, whose Award or Determination thereon, if made in Writing, and under his Hand and Seal, within Three Calendar Months from the Date of such Reference, shall be binding and conclusive.

CIII. Provided always, and be it enacted, with respect to the said *Main Line from Gainsborough to Grimsby*, and the said *Market Rasen Branch* and *New Holland Branch*, That nothing in this Act, or in the Acts incorporated herewith, or any of them, contained, shall extend to abridge, lessen, or abrogate any of the Powers or Authorities by Law vested in the Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings.

Nothing in this Act to lessen the Powers of the Commissioners of Woods, &c.

CIV. And with respect to the Share of the Company in *The Store Street Station in Manchester*, and with respect to the *Bridge across Store Street and Station Approaches in Manchester*, and with respect to the *Bridge across Sheffield Street and Station Enlargement in Manchester*, be it enacted, That, except as in this Act otherwise expressly provided, nothing in this Act contained with respect to the said Share in the said Station, or the said Bridge across *Store Street* and Station Approaches, or Bridge across *Sheffield Street* and Station Enlargement, or any of them, shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, Franchises, or Authorities of or vested in

Nothing to prejudice the Rights of the London and North-western Railway Company.

or

or belonging to the *London and North-western Railway Company*, but all their Rights, Privileges, Powers, Franchises, and Authorities under their several Acts of Parliament or otherwise are hereby expressly saved and reserved, not only as against and with respect to the Company hereby incorporated, but also as against and with respect to all other Companies and Persons whomsoever.

As to Communication with the *London and North-western Railway*.

CV. And with respect to the said *Bridge across Store Street and Station Approaches in Manchester*, and with respect to the said *Bridge across Sheffield Street and Station Enlargement in Manchester*, be it enacted, That the Railways forming Part thereof or in connexion therewith, and by “*The Manchester, Sheffield, and Lincolnshire Railway (Station Approach at Manchester) Act, 1848,*” and “*The Manchester, Sheffield, and Lincolnshire Railway (Crossing of Sheffield Street, &c.) Act, 1848,*” respectively authorized to communicate with the *London and North-western Railway*, shall communicate therewith at the Points where according to the herein-before mentioned Plans relating respectively to the said *Bridge across Store Street and Station Approaches in Manchester*, and *Bridge across Sheffield Street and Station Enlargement in Manchester*, such Railways respectively appear to communicate with the said *London and North-western Railway*, and at no other Point (without the previous Consent in Writing of the *London and North-western Railway Company*, under their Common Seal), and all Communications between the said Railways and the said *London and North-western Railway* shall be effected in a substantial and workmanlike Manner by means of Connexion Rails and Points of the Construction most approved, and to the entire Satisfaction of the Engineer for the Time being of the said *London and North-western Railway Company*; and that no Deviation whatever shall be made from the Lines or Levels of the said Railways where the same respectively pass through or within any Lands of the said *London and North-western Railway Company*, without such Consent as aforesaid.

Regulating Construction of Bridge across *Sheffield Street* in *Manchester*.

CVI. And with respect to the said *Bridge across Sheffield Street and Station Enlargement in Manchester*, be it enacted, That the Bridge proposed to be constructed across the said Street in the City of *Manchester* shall be a horizontal Beam Bridge of not greater Width than Ten Yards, and shall be erected at Right Angles with the said Street, and the Inside Face of the Piers or Abutments of such Bridge shall be lineable with the said Street, and the Height of the Soffit of the said Bridge from the Crown of the Roadway shall not be less than Twenty-two Feet and the Height of the Battlements not less than Four Feet Six Inches from the Surface of the Railway along each Side of the Bridge throughout the entire Crossing of the same Street.

Company not to deviate, in Construction of Bridge, from Line shown on Plan, without

CVII. And with respect to the said *Bridge across Sheffield Street and Station Enlargement in Manchester*, be it enacted, That it shall not be lawful for the Company, without the Consent in Writing of the Surveyor of the Mayor, Aldermen, and Citizens of the said City of *Manchester*, to deviate more than Ten Yards in the Construction of the said Bridge across *Sheffield Street* from the centre Line marked (X.)

(X.) upon the herein-before mentioned Plans relating thereto; and that such Bridge shall be built according to Plans and Sections to be submitted to and approved by the said Surveyor.

Consent of
Surveyor to
Corporation,

CVIII. And with respect to *The Ashton Branch*, be it enacted, That the same shall for the Distance of Fifty-five Chains, measuring Westwards from the Point of its Termination at *Stalybridge*, be maintained in the Line and upon the Level in and upon which the same is now constructed, and so as within the Distance of the first Eight Chains, measuring Westwards from such its Point of Termination, to admit of such Branch being conveniently united with the *Ashton, Stalybridge, and Liverpool Junction* Railway, or Branch belonging to the *Lancashire and Yorkshire* Railway Company at *Stalybridge* aforesaid.

Prescribing
Mode in
which the
Ashton
Branch shall
be main-
tained at
Stalybridge.

CIX. And with respect to the said *Ashton Branch*, be it enacted, That the Arch of the Bridge by means of which the said Branch Railway is carried over *Wharf Street* in *Ashton-under-Lyne*, and the Arches of the Viaduct by means of which such Branch Railway is carried over *Whitelands* or *Dukinfield Road* in *Ashton-under-Lyne* aforesaid, shall at all Times hereafter be continued at their present Dimensions, or shall not be altered so that the Arch of the said Bridge when altered shall be less than Thirty Feet Span, or the Arches of the said Viaduct when altered shall be less than Twenty Feet Span respectively; and the said Company shall not lower the said Road or Highway.

Prescribing
Dimensions
of Arches at
Wharf Street
and Dukin-
field Road.

CX. And with respect to the said *Ashton Branch*, 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 *Ashton-under-Lyne* Waterworks Company in virtue of an Act passed in the Fifth and Sixth Years of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for better supplying with Water the Town of Ashton-under-Lyne, and the Neighbourhood thereof, within the Parish of Ashton-under-Lyne in the County Palatine of Lancaster*, or otherwise further than shall be necessary for maintaining the said *Ashton Branch* and the Works connected therewith, subject to the Provisions in this Act contained.

Nothing to
prejudice
Rights of
Ashton
Waterworks
Company.

5 & 6 W. 4.
c. 61.

CXI. And with respect to the said *Ashton Branch*, be it enacted, That wherever, in the Formation of the said Branch Railway over any Pipe or Pipes of the said last-mentioned Waterworks Company, any Arches or Culverts of Brick or Stone shall have been made over the said Pipes, the better to enable the said Waterworks Company to have Access thereto for the Purpose of repairing, amending, or relaying the said Pipes, the Company hereby incorporated shall at all Times hereafter keep all such Arches and Culverts in good and substantial Repair, at their own proper Costs and Charges.

Water Pipes
crossed by
Railway to
be kept
arched over.

CXII. And with respect to the said *Ashton Branch*, be it enacted, That the said last-mentioned Waterworks Company shall at all Times have free and uninterrupted Access to all their respective Main Pipes,

Notice to be
given to Ash-
ton Water-
works Com-

[Local.]

14 H

Service

pany pre-
vious to
altering
Pipes.

Service Pipes, and Branch Pipes; and in the event of its being necessary, in maintaining or altering the Works of the said *Ashton* Branch, that any of the Pipes of the said Waterworks Company or their Tenants should be altered, raised, removed, or relaid, the Company hereby incorporated shall give Notice in Writing, to be left at the Office or Place of Business of the said Waterworks Company, in manner following; that is to say, One Month's Notice before any principal Main Pipe is to be removed, Seven Days Notice before any Street, Main, or Service Pipe is to be removed, and Twenty-four Hours Notice before any Branch Pipe for supplying Houses, Buildings, or Works with Water is to be removed; which said Pipes shall be altered, raised, relaid, and removed by the said Waterworks Company out of the Corporate Funds of the Company hereby incorporated, and all the Loss, Costs, Damages, and Expenses which the said Waterworks Company or their Tenant shall or may sustain or be put unto in consequence of the said Pipes being so altered, raised, or removed shall be paid out of the said Funds; but in case the said Waterworks Company shall fail or neglect to do so, it shall be lawful for the Company hereby incorporated forthwith to alter, raise, lower, remove, or relay the same, and to do all such Acts as may be necessary or proper for such Purpose, and to exercise such Power and Authority for the doing thereof as the said Waterworks Company may possess, and shall pay and discharge all such Loss, Costs, Damages, and Expenses which may be sustained as aforesaid; and if there shall be any Dispute between the said Companies respecting the Amount of such Losses, Costs, Charges, Damages, and Expenses, the same shall from Time to Time, upon the Application of the said Waterworks Company, be ascertained and settled by Two Justices of the Peace for the County of *Lancaster*, not being Shareholders in either of the said Companies; and in case such Losses, Costs, Charges, Damages, and Expenses shall remain unpaid for the Space of Ten Days next after the Day on which the same shall have been so ascertained and settled as aforesaid, and Demand made thereof by any Clerk or Servant acting on behalf of the said Waterworks Company, from the Clerk or Treasurer for the Time being of the Company hereby incorporated, the same shall and may be recovered, together with full Costs of Suit, from the said last-mentioned Company, by Action of Debt or on the Case in any of Her Majesty's Courts at *Westminster*; and the Signature of the said Justices to the Amount so by them ascertained and settled as aforesaid shall be conclusive Evidence of the Amount of such Debt or Demand.

For Protec-
tion of the
Stockport
and Ashton
Turnpike
Road.

CXIII. And with respect to *The Whaley Bridge Branch*, be it enacted, That the Company hereby incorporated, in carrying the said Branch across the *Stockport and Ashton* Turnpike Road at or near *Woodley* in the County of *Chester*, shall divert the Line of the said Branch so as to pass to the Eastward of the Line thereof as shown in the herein-before mentioned Plans and Sections relating to such Branch at or near *Woodley* aforesaid, but within the Limits of Deviation shown on the said Plans; and that the said Road shall be carried over the said Railway by a good and sufficient Bridge, with substantial and proper Battlements or Fences, of the Width of the present Road; and the said Road shall not be raised above its present Height;

Height; and the said Company shall at their own Expense make good the said Road, so far as the same shall be altered or affected by the making of the said Railway, to the Satisfaction of the Surveyor of the said Trustees.

CXIV. And with respect to the said *Whaley Bridge Branch*, be it enacted, That it shall not be lawful for the Company to dig, get, use, or remove any Soil, Clay, Sand, or other Materials from or out of any of the Lands or Grounds of *Wilbraham Egerton of Tatton Park* in the County of *Chester*, Esquire, adjoining or near to the Railway, for the Purpose of forming Embankments or making Bricks, or for any other Purpose whatsoever, for the Use of the Railway, without the previous Consent in Writing of the said *Wilbraham Egerton* or other the Owner or Proprietor for the Time being of such Lands.

Company not to remove Materials or make Bricks on the Lands of Wilbraham Egerton, Esq.;

CXV. And with respect to the said *Whaley Bridge Branch*, be it enacted, That nothing in this Act contained in relation to the said Branch shall authorize or empower the Company to make any Deposit of Spoil (except for temporary Purposes) in any Land of the said *Wilbraham Egerton* not required to be taken for the Purposes of the Railway, without the previous Consent in Writing of the said *Wilbraham Egerton* or other the Owner or Proprietor for the Time being of such Land.

nor to lay any Spoil Banks thereon;

CXVI. And with respect to the said *Whaley Bridge Branch*, be it enacted, That the Company shall not, in making and forming the said Branch through any of the Lands of the said *Wilbraham Egerton* not purchased or contracted to be purchased by the Company, deviate more than Twenty Yards from the Line of the said Railway as laid down in the herein-before mentioned Plans relating to such Branch, without the previous Consent in Writing of the said *Wilbraham Egerton*, or the Owner or Proprietor for the Time being of such Lands.

nor to deviate from the Line as laid down in the Plans deposited with the Clerks of the Peace.

CXVII. And with respect to the said *Whaley Bridge Branch*, be it enacted, That the said Company shall and they are hereby required, within Six Months after the opening of the said Branch to the Public, to make, complete, and form, and for ever thereafter maintain and support, on some Part of Two certain Fields or Closes of Land in the Hamlet of *Whittle* in the County of *Derby*, on the herein-before mentioned Plans relating to such Branch numbered 4 and 6, or in either or both of them, as may be most convenient, a Station, Siding, or Offshoot from the Line of the said Branch, for the Use of the Tenants of the *Strines* Works, at which the Company's Luggage Trains passing along the said Branch shall, according to Arrangements to be from Time to Time entered into for that Purpose by the said Company, stop for the Purpose of taking up, setting down, or carrying away any Goods or Merchandize, or other Materials, Substances, Matters, and Things which may be required by the Tenant for the Time being of the *Strines* Works, or other the Tenants of the said *Wilbraham Egerton* in the Neighbourhood of the *Strines* Works, to be conveyed in any Direction along the said Line of Railway.

Company to erect a Station at the *Strines* Print Works.

CXVIII. And

Company not
to divert
Railway
Southward
in the Lands
of O. Hey-
worth, Esq.

CXVIII. And with respect to the said *Whaley Bridge Branch*, be it enacted, That in making the said Branch through the Lands of *Ormerod Heyworth* Esquire in the Township of *Romiley* the Company shall not have Power to divert the same to the Southward of the Line of the said Branch as delineated and shown upon the herein-before mentioned Plans and Sections relating to such Branch.

Company to
make a new
Road for the
Use of O.
Heyworth,
Esq.

CXIX. And with respect to the said *Whaley Bridge Branch*, be it enacted, That the Company shall and they are hereby required, before the said Branch or any Part thereof shall be opened or used, to make and construct, for the Use of the said *Ormerod Heyworth*, a good and substantial Carriage Road not less than Seven Yards in Width, commencing at the Highway from *Stockport* to *Compstall*, and proceeding in an Easterly Direction, and terminating by a Junction with a private Road belonging to the said *Ormerod Heyworth* called *Oakwood Road*, which said Carriage Road is to be formed to such Levels as that in no Part thereof there shall exist any Inclination of more than One Foot in Fifty Feet, and shall be fenced on each Side thereof with a good Hedge of Quick Thorns properly protected by Railing, and that proper and substantial Gates be placed at the Commencement of the said Carriage Road adjoining the Highway from *Stockport* to *Compstall*, and at each Side of the Crossing of the Two public Roads between the Commencement and Termination of the said Carriage Road; and that the said Carriage Road shall be well and sufficiently drained, and shall be covered throughout with not less than One Foot in Depth of small broken Stones of the best Quality.

Screens to be
erected on
the Side of
the Road,
and the Em-
bankments
planted.

CXX. And with respect to the said *Whaley Bridge Branch*, be it enacted, That wheresoever the said proposed new Carriage Road shall be constructed alongside or parallel with the Line of the same Branch, the Company shall and they are hereby required, before the said Branch or any Part thereof shall be opened or used, to make, erect, and for ever afterwards to maintain and keep in perfect Repair, proper Screens or Walls of Stone, Brick, or Wood of not less than Eight Feet in Height from the Surface of the Railway; and that where the Railway crosses the said Estate of the said *Ormerod Heyworth* upon an Embankment the said Company shall, if and when required by the said *Ormerod Heyworth*, or the Owner or Owners of *Oakwood Hall* for the Time being, plant the Slopes of such Embankment.

If the Reser-
voir on the
Lands of O.
Heyworth,
Esq., should
be injured by
Works of the
Company,
they shall
make good
the same.

CXXI. And with respect to the said *Whaley Bridge Branch*, be it enacted, That if the Company shall, in making or during the Progress of the same Branch, in anywise divert, obstruct, injure, or otherwise interfere with the Reservoir belonging to the said *Ormerod Heyworth*, and in the herein-before mentioned Plans and Books of Reference relating to such Branch included under Number 81 in the Township of *Romiley*, the said Company shall enlarge the said Reservoir by making such Addition thereto upon the Land of the said *Ormerod Heyworth* as will maintain such Reservoir of equal Size and of equal Elevation and applicable to the same Purposes as such Reservoir now is.

CXXII. And

CXXII. And with respect to the said *Whaley Bridge Branch*, be it enacted, That in case the Line of the same Branch shall be carried over the private Road of the said *Ormerod Heyworth* leading to *Oakwood Hall* aforesaid from the Highway between *Stockport* and *Compstall*, the same shall be so carried by a single-arched Bridge made drop-dry, and of such Width as to leave thereunder a clear Space of not less than Fifteen Feet, and so that the clear Height of the Arch from the Surface of the Road shall not be less than Twelve Feet for the Space of Twelve Feet, and that the clear Height at the springing of the Arch shall not be less than Seven Feet from such Surface; and that in case the said Road shall be altered in order to the carrying of the said Branch over the same as aforesaid, no Inclination shall be made in the said Road of more than One Foot in Thirty Feet.

The Company, in crossing the private Road leading to Oakwood Hall, to cross the same by a Bridge of a certain Height.

CXXIII. And with respect to the said *Whaley Bridge Branch*, be it enacted, That in every Case where the Line of the same Branch shall be carried over any other private Road or any public Road in or adjoining to the Lands of the said *Ormerod Heyworth* within *Romiley* aforesaid, the same shall be so carried by a single-arched Bridge, made drop-dry, and of such Width as to leave thereunder a clear Space of not less than Twelve Feet, and so that the clear Height of the Arch from the Surface of the Road shall not be less than Twelve Feet for the Space of Six Feet, and that the clear Height of the springing of the Arch shall not be less than Seven Feet from such Surface; and that in case any such Road shall be altered in order to the carrying of the said Branch over the same as aforesaid, no Inclination shall be made in such Road of more than One Foot in Twenty Feet.

In crossing any other public or private Road in or adjoining the Lands belonging to O. Heyworth, Esq., the same to be crossed by a Bridge of a certain Height.

CXXIV. And with respect to the said *Whaley Bridge Branch*, be it enacted, That in every Case where any private Road in the Lands of the said *Ormerod Heyworth* shall be carried over the same Branch, the same shall be so carried by a Bridge, on each Side of which there shall be a good and sufficient Fence of not less Height than Four Feet and on each Side of the Approaches of such Bridge of not less than Four Feet, and the Road over such Bridge shall have a clear Space between the Fences thereof of not less than Eleven Feet, and the Inclination of the Road shall not in any Case or anywhere be more than One Foot in Twenty Feet.

In crossing any private Road in the Land of O. Heyworth, Esq., the same to be crossed by a Bridge with a Fence on each Side.

CXXV. And with respect to the said *Whaley Bridge Branch*, be it enacted, That nothing in this Act contained with respect to the same Branch shall extend or be construed to extend to authorize or enable the Company to purchase or permanently enter upon, take, use, or appropriate more of the Lands of the said *Ormerod Heyworth* in *Romiley* aforesaid than Twenty Yards in Breadth for any Purpose whatsoever, except what may be required for the Slopes of Embankments or Cuttings, or for any Station House, Buildings, Warehouses, Offices, Works, and Conveniences, or for the Roads and Approaches thereto, or for any Matter or Thing to be done in the Lands of the said *Ormerod Heyworth* as herein-before enacted or provided.

The Company not authorized to purchase more than 20 Yards in Breadth of Land belonging to O. Heyworth, Esq.

Authorizing
Sale of Lands
belonging to
the Duchy of
Lancaster,
and pro-
viding for
the Appli-
cation of
Purchase
Money.

48 G. 3. c. 73.

57 G. 3. c. 97.

CXXVI. And whereas with respect to *The Whaley Bridge Branch*, *The Hayfield Branch*, and *The Bugsworth Branch*, Parts of the Lands which may be required for the Purposes of the said Branches, or of the Works authorized in connexion therewith, 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 Company hereby incorporated 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 aforesaid, 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; 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 Hall Viscount Gage, and the Commissioners of His Majesty's Woods, 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 said 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

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 following, or as near thereto as may be; (that is to say,)

‘ 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

Conveyance
to Her Ma-
jesty in right
of Her
Duchy of
Lancaster.

‘ 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.

‘ In witness,’ &c.

CXXVII. And whereas with respect to the said *Bugsworth Branch*, Part of the Lands which may be required for the Purposes of the same Branch, or of the Works authorized in connexion therewith, are held by Copy of Court Roll or other Customary Tenure of Honors, Manors, or Lordships belonging 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 for the Time being of Her Majesty’s Duchy of *Lancaster* to agree with the Company for the Enfranchisement, subject nevertheless and without Prejudice to any Lease which may be for the Time being subsisting of any such Manor, Honor, or Lordship, of any such Copyhold or Customary Lands, and for the Release and Discharge of the same Lands of and from all or any of the Rents, Suits, and Services which by the Custom of such Manors, Honors, or Lordships the same Lands may be charged with or liable to, at or for such Price or Compensation in Money, and upon such Terms and Conditions, and with such Reservations, as shall be settled and agreed upon between the said Chancellor and Council and the said Company; and in case the same Lands shall be subject and liable jointly with any other Lands to any such Rents, Suits, or Services, it shall be lawful for the said Chancellor and Council to agree, as well with the Company as also with the Tenant or Proprietor of such other Lands, for the Release or Apportionment of such Rents, Suits, and Services, either with or without any Consideration being paid for the same; and upon any such Agreement for Enfranchisement, Release, or Apportionment it shall be lawful for the said Chancellor and Council, by any Deed or Writing under the Seal of the said Duchy, in the Name of Her said Majesty, Her Heirs and Successors, to release the Lands so to be enfranchised or released, as the Case may be, from all Customary Fines, Rents, Suits, and Services, or such of them, or such Part or

Authorizing
the Enfran-
chisement of
Copyhold
Lands be-
longing to
the Duchy of
Lancaster.

Parts

Parts thereof as shall be agreed to be released, to the said Company and their Successors for ever, to be holden by the said Company and their Successors as of the Honor or Manor whereof they are or were Parcel, in Free and Common Socage; and the Purchase Money or Compensation for every such Enfranchisement, and also (if any) for every such Release, 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 shall be applied and disposed of in the Manner and for the Purposes herein directed of and concerning any other Monies which shall come to his Hands by virtue of this Act; and every such Release of Land as aforesaid, if the same shall be made previously to the Purchase or Acquisition by the Company of the Estate and Interest of the Copyhold or Customary Tenant of such Lands, shall, after such Purchase or Acquisition, operate and take effect as if the Company had been in possession of the Lands at the Time of the Execution of such Release: Provided always, that the Enfranchisement of any such Copyhold or Customary Lands shall not in other respects affect any Custom by or under which any other Copyhold or Customary Lands not required for the Purposes of this Act shall be holden; and wherever any such Release shall be made as aforesaid the other Lands subject to such Rent, and not required for the Purposes of this Act, shall thenceforth be subject to the whole of such Rents, Suits, and Services, or to a proportionate Part thereof, (as the Case may be,) in the same Manner in all respects as the Entirety of the said Lands so previously subject to such Rent would have continued subject to the whole thereof if such Release had not been made; and all the Powers, Remedies, and Conditions subsisting previously to such Release for Recovery of the said Rents, Suits, and Services shall, except as against the Lands so released, at all Times thereafter remain, continue, and be good, valid, and effectual in the Law to all Intents and Purposes for the whole or the proportionate Part of such Rents, Suits, and Services, (as the Case may be,) as if the Lands not so released as aforesaid had been originally alone subject to the same Rent or proportionate Part thereof respectively.

For the Conveyance of Waste Lands belonging to the Duchy of Lancaster.

CXXVIII. And whereas, with respect to the said *Bugsworth Branch*, Part of the Lands which may be required for the Purposes of the said Branch, or of the Works authorized in connexion therewith, are Waste or Common Lands the Right to the Soil whereof belongs to the Queen's most Excellent Majesty in right of Her Duchy of *Lancaster* (subject to Rights of Common or other Rights or Easements): Be it enacted, That it shall be lawful for the Chancellor and Council for the Time being of Her Majesty's Duchy of *Lancaster* to agree with the Company for the absolute Sale in Fee Simple of the Estate, Right, and Interest of Her said Majesty in the Soil of the said Waste or Common Lands which may be so required for the Purposes of this Act, at or for such Price or Compensation and upon such Terms and Conditions as shall be 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 such Estate, Right, and Interest to the

the said Company, their Successors and Assigns, for the Purposes of this Act; and the Purchase or Compensation Money for the same 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 shall be by him applied and disposed of in the like Manner and for the like Intents and Purposes as are in and by this Act directed and provided of and concerning any other Monies which shall come to his Hands by virtue of this Act.

CXXIX. And whereas with respect to the said *Whaley Bridge Branch*, the said *Hayfield Branch*, and the said *Bugsworth Branch*, the Queen's most Excellent Majesty in right of Her Duchy of *Lancaster* is entitled, either in possession or subject to Leases granted by the said Duchy, to the Mines, Minerals, and Quarries lying and being in or under Part of the Lands required for the Purposes of the said Branches respectively, or the Works authorized in connexion therewith, or in the Neighbourhood of such Branches or Works respectively: Be it therefore enacted, That it shall be lawful for the Chancellor and Council of Her Majesty's Duchy of *Lancaster*, either before or after the making of the Railway or any Part thereof, to agree with the Company for the absolute Sale of the said Mines, Minerals, and Quarries, or any Part or Parts thereof, subject nevertheless and without Prejudice to the Lease or Leases (if any) for the Time being subsisting thereof, at or for such Price or Consideration in Money, and upon such Terms and Conditions, and with such Reservations, Exceptions, and Restrictions in all respects, as may be agreed upon between the said Chancellor and Council and the said Company; and it shall be lawful for the said Chancellor and Council also to enter into any Arrangement or Agreement with the said Company concerning the working by Her said Majesty, Her Successors and Assigns, of the said Mines, Minerals, or Quarries, or any of them, or any Part or Parts thereof, whether the same may be in, under, or upon the Line of the Railway or in the Neighbourhood thereof; and the Purchase or Consideration Money for the same Mines, Minerals, or Quarries, or Part or Parts thereof, 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 shall be paid and applied by him in the Manner and for the Purposes in and by this Act directed and provided concerning any Monies which shall come to his Hands by virtue of this Act: Provided always, that nothing in this Act contained shall extend to prevent or hinder Her said Majesty or Her Lessees from working, but, on the contrary, it shall be lawful for Her said Majesty and Her Lessees to work, as well before as after the making of the Railway, any such Mines, Minerals, or Quarries, or any Part or Parts thereof, whether the same shall be situate in, under, or upon the Line of the said Railway or in the Neighbourhood thereof, nor to make Her said Majesty, Her Heirs or Successors, in any way liable for any Damage which may be done to or on the Railway by the working of any such Mines, Minerals, or Quarries, unless the said Chancellor and Council shall have expressly agreed in Writing with the said Company that the said Duchy shall become so liable, and then to the Extent (if any) only and in the Manner in such Agreement specified

Concerning the Sale and working of Mines belonging to the Duchy of Lancaster.

and provided; provided also, that it shall not be lawful for the Company by reason of any such Conveyance to work, get, or use any such Mines, Minerals, or Quarries (except so far as may be necessary) in making the Railways, unless they shall in the Conveyance or Assurance thereof be expressly authorized by the said Chancellor and Council so to do, and then to the Extent only which shall be so authorized.

For Enrolment of all Deeds of Conveyance belonging to the Duchy of Lancaster.

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

CXXX. And with respect to the said *Whaley Bridge Branch*, the said *Hayfield Branch*, and the said *Bugsworth Branch*, be it enacted, That every Deed or Writing whereby any Lands, Hereditaments, Estate, Right, or Interest shall be conveyed or assured by the said Chancellor and Council of Her said Majesty's Duchy of *Lancaster*, by virtue of the Powers of this Act, being enrolled in the Court of the Duchy Chamber of *Lancaster* within Twelve Calendar Months from the Date thereof, shall be effectual to vest in the said Company the Lands, Hereditaments, and Premises thereby expressed to be granted, conveyed, or assured, anything contained in the Act passed in the First Year of Her Majesty Queen *Anne*, 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.

Tramway of the Barnsley Canal Company not to be taken or interfered with except to make Diversions as shown on Plans.

Saving the Rights, &c. of the Barnsley Canal Company.

CXXXI. And with respect to *The Barnsley Junction and Branches*, be it enacted, That it shall not be lawful for the Company to purchase, take, or use, or in any Manner interfere with the Tramway belonging to the *Barnsley Canal Company*, further than may be necessary for making the Diversions thereof as shown upon the herein-before mentioned Plans relating to the said *Barnsley Junction and Branches*, without the Consent of the said *Barnsley Canal Company* first obtained for such Purpose.

CXXXII. And with respect to the said *Barnsley Junction and Branches*, be it enacted, That, except as herein specially provided, nothing herein contained in relation to the said *Barnsley Junction and Branches* shall repeal, abridge, or in anywise prejudice all or any of the Rights, Powers, and Privileges granted to or vested in the *Barnsley Canal Company*, or vested in any Person or Persons entitled to make Communications by Tramways to the said Canal, but that all such Rights, Powers, and Privileges shall be and remain in the said *Barnsley Canal Company*, and in such Person or Persons last mentioned, as fully and effectually (except as aforesaid) as if this Act had not been made; nevertheless, if in the Exercise of any such Rights, Powers, or Privileges it should become necessary to make Communications under, through, or over the said *Barnsley Junction and Branches*, or any of them, or any Embankment thereof, the same shall be made under the Direction and Superintendence of the Engineer for the Time being of the Company hereby incorporated, but according to such Plans and Sections as shall be agreed upon between the said Engineer and the Engineer of the said Canal Company, or such Person or Persons as aforesaid, and at the Costs and Charges in all things of the said *Barnsley Canal Company*, or of the Person or Persons entitled as aforesaid and requiring the same, and shall be made with all practicable Expedition, and so that the Passage
along

along the said *Barnsley* Junction and Branches and every Part thereof shall not thereby be unnecessarily interrupted, and so that none of the Works of the said *Barnsley* Junction and Branches shall be injured or endangered: Provided always, that before it shall be lawful for the said *Barnsley* Canal Company, or the Person or Persons entitled as aforesaid, to commence the Works of any such Tramways or Communications as aforesaid, the said *Barnsley* Canal Company, or the Person or Persons entitled as aforesaid, shall give to the Company hereby incorporated, or their Secretary, Ten Days previous Notice of their Intention to commence such Works, which Notice shall be accompanied by a Plan and Section of the whole of the proposed Works on such Tramways or Communications, and shall show the Line and Level thereof, and the Mode in which it is proposed to affect the said *Barnsley* Junction and Branches.

CXXXIII. And with respect to the said *Barnsley Junction and Branches*, be it enacted, That if any Difference or Dispute shall arise between the Company hereby incorporated and the said *Barnsley* Canal Company, or any such Person or Persons so entitled to make such Communications as aforesaid, or between the respective Engineers of such Companies or Persons, as the Case may be, with respect to the Mode or Manner of constructing any such Communications by Tramways under, through, or over the said *Barnsley* Junction and Branches, or any of them, or any Embankment thereof, or as to the Plans and Sections according to which the same ought to be constructed, the Matter in dispute shall be referred to the Decision of the Commissioners of Railways, whose Decision shall be binding and conclusive upon all Parties concerned; and the said Commissioners shall have Power to make such Rules and Regulations with reference to the Construction of the Works necessary for forming such Communications, and the Period within which the same shall be completed, and for preventing unnecessary Interruption or Inconvenience to the Passage of the Traffic upon the said *Barnsley* Junction and Branches, from Damage or Injury arising from the Construction of the said Works, as they shall from Time to Time think fit; and if any of the said Parties, or any Person acting under their Authority, shall neglect or infringe any of such Rules or Regulations, he shall forfeit for every such Offence a Sum not exceeding Twenty Pounds.

Disputes between Manchester, Sheffield, and Lincolnshire Railway Company and Barnsley Canal Company as to Communications to be referred to Decision of Railway Commissioners.

CXXXIV. And with respect to the said *Barnsley Junction and Branches*, be it enacted, That in case any Difference or Dispute shall arise between the Company hereby incorporated and the said *Barnsley* Canal Company, in reference to the Execution of the Diversions of the Tramways belonging to the said Canal Company, or to the Traffic passing along the same, any such Difference or Dispute shall be referred to the Commissioners of Railways, whose Decision shall be final and conclusive on all Parties.

Disputes between these Companies as to Diversions of Tramways, &c. to be referred to Decision of Railway Commissioners.

CXXXV. And with respect to the said *Barnsley Junction and Branches*, be it enacted, That nothing in this Act contained in relation to the said *Barnsley* Junction and Branches shall extend to affect, prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the *Sheffield, Rotherham, Barnsley,*

Saving Rights of Sheffield, Rotherham, Barnsley, Wakefield, Hudders-

field, and
Goole Rail-
way Com-
pany.

Barnsley, Wakefield, Huddersfield, and Goole Railway Company, but all the Rights, Privileges, and Franchises of the said Company, and all Powers and Authorities conferred upon them in and by the Act incorporating the said Company, shall be and they are hereby saved and reserved.

Junction
with the
Sheffield,
Rotherham,
Barnsley,
Wakefield,
Hudders-
field, and
Goole Rail-
way to be
constructed
under the
Direction of
the Engineer
of the Com-
pany.

CXXXVI. And with respect to the said *Barnsley Junction and Branches*, be it enacted, That the Junctions of the same with the *Sheffield, Rotherham, Barnsley, Wakefield, Huddersfield, and Goole* Railway, and all such Openings in the Ledges or Flanches of the last-mentioned Railway as may be necessary or convenient for effecting such Junctions, shall be made by and at the Expense of the Company hereby incorporated, under the Direction and Superintendence and to the Satisfaction of the Engineer for the Time being of the said *Sheffield, Rotherham, Barnsley, Wakefield, Huddersfield, and Goole* Railway Company: Provided nevertheless, that if such Engineer of the said last-mentioned Company should prescribe a Mode for effecting the said Junctions which the Engineer for the Time being of the Company hereby incorporated cannot or shall not approve, then such Junctions shall be effected in such Manner as shall be approved of and directed by the Commissioners of Railways, and not otherwise: Provided also, that if within One Calendar Month after Request in Writing made to the Engineer or Secretary of the *Sheffield, Rotherham, Barnsley, Wakefield, Huddersfield, and Goole* Railway Company for that Purpose, such Engineer shall neglect or refuse to prescribe a proper Mode of effecting such Junctions, then it shall be lawful for the Engineer of the said Company hereby incorporated to effect the same in such Manner as shall be prescribed and approved by the said Commissioners of Railways.

Lands of that
Railway
Company not
to be taken
without
Consent.

CXXXVII. And with respect to the said *Barnsley Junction and Branches*, be it enacted, That, unless with the Consent in Writing of the *Sheffield, Rotherham, Barnsley, Wakefield, Huddersfield, and Goole* Railway Company, it shall not be lawful for the Company hereby incorporated to purchase or take any Lands, Grounds, or Buildings which belonged to the former Railway Company on the Twenty-second Day of *July* One thousand eight hundred and forty-eight, or for the Purchase of which they had contracted on or before the First Day of *June* One thousand eight hundred and forty-seven, either for the Purposes of the said *Sheffield, Rotherham, Barnsley, Wakefield, Huddersfield, and Goole* Railway, or for any Station to the said Railway; and that it shall not be lawful for the Company hereby incorporated to alter or vary or interfere with the said *Sheffield, Rotherham, Barnsley, Wakefield, Huddersfield, and Goole* Railway Company's Works, except so far and in such Manner as may be necessary for the Formation of the said Junction in manner and subject to the Provisions herein-before contained: Provided nevertheless, that the said *Sheffield, Rotherham, Barnsley, Wakefield, Huddersfield, and Goole* Railway Company shall permit and suffer the Company hereby incorporated to lay down and construct, over and upon the Lands of the said *Sheffield, Rotherham, Barnsley, Wakefield, Huddersfield, and Goole* Railway Company, such Line or Lines of Railways within the Points of Deviation defined on the herein-before mentioned Plans

relating to the said *Barnsley Junction* and Branches, for forming the said Junction, as shall be necessary or convenient, under the Provisions of this Act.

CXXXVIII. And with respect to the said *Barnsley Junction and Branches*, be it enacted, That in case any Difference or Dispute shall arise between the Company hereby incorporated and the *Sheffield, Rotherham, Barnsley, Wakefield, Huddersfield, and Goole Railway Company*, in reference to any Lands, Grounds, or Buildings which may be required by either of the said Companies, and which they have mutually Power to purchase, (except such Lands, Grounds, or Buildings as may have been purchased or contracted to be purchased by the said *Sheffield, Rotherham, Barnsley, Wakefield, Huddersfield, and Goole Railway Company* prior to the First Day of June One thousand eight hundred and forty-seven,) or as to the Mode in which such Junction shall be effected, any such Difference or Dispute shall be referred to the Commissioners of Railways, whose Award and Determination shall be binding and conclusive on both the said Companies.

Disputes between the Manchester, Sheffield, and Lincolnshire and the Sheffield, Rotherham, Barnsley, Wakefield, Huddersfield, and Goole Railway Companies to be referred to the Railway Commissioners.

CXXXIX. And whereas with respect to the said *Barnsley Junction and Branches*, the *South Yorkshire, Doncaster, and Goole Railway Company* have Powers to construct Railways in the immediate Neighbourhood of the said *Barnsley Junction* and Branches, and in some Places forming Junctions therewith: Be it enacted, That it shall be lawful for the same Company to use, with Engines and Carriages, the said "*Barnsley Junction*," "*the C.D. Branch*," "*the Silkstone Branch*," and "*the Moor End Branch*," on such Conditions as, failing any Agreement between the Companies, may be settled by the principal Engineers thereof, or, in case of their Difference, by some Person to be appointed by them: Provided always, that in so using or traversing the said Railways the *South Yorkshire, Doncaster, and Goole Railway Company* shall observe the Bye Laws and Regulations of the Company hereby incorporated applicable to them.

Power to South Yorkshire, Doncaster, and Goole Railway Company to use certain Part of Railway.

CXL. And with respect to the said *Barnsley Junction and Branches*, be it enacted, That all reasonable Accommodation and Facility shall be afforded by the Company hereby incorporated, at their several Stations on the said *Barnsley Junction, C.D. Branch, Silkstone Branch, and Moor End Branch*, for the booking of Passengers who may be desirous of being conveyed, and of all Goods conveyed or directed to be conveyed, by any of the Trains of the *South Yorkshire, Doncaster, and Goole Railway Company* which under the Powers herein-before contained may start from or arrive at any such Stations; and the additional Expense which the Company hereby incorporated may incur in providing such Accommodation (whether in the Employment of Officers or otherwise) to the *South Yorkshire, Doncaster, and Goole Railway Company* shall be borne by the last-named Company, the Amount of such Expense to be from Time to Time settled and determined by Agreement between the said Companies, or if the Parties shall differ, then in the Manner

Accommodation to be provided for booking Passengers and Goods.

[Local.]

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herein-

herein-before provided for the Settlement of Matters in difference or dispute between the said Companies.

Differences
to be settled
by Arbitra-
tion.

CXLI. And with respect to the said *Barnsley Junction and Branches*, be it enacted, That in case there shall be any Dispute between the said Companies respecting any such Regulations or Bye Laws, or respecting the Mode in which the *South Yorkshire, Doncaster, and Goole* Railway Company shall exercise any of the Powers or Privileges herein-before given to them, or respecting the Regulations to be adopted by the said Companies for the Convenience and Accommodation of each other, or for the Protection of or relating to their own Traffic respectively, or respecting any other Matter or Thing arising out of the Provisions of this Act or in relation thereto, for the Settlement of which express Provision has not been herein-before already made, the same shall be decided and determined in the Manner herein-before provided: Provided always, that neither such Regulations and Bye Laws as aforesaid, nor the Award thereon of the said Engineers or their Umpire, shall have any Force or Virtue unless and until the same shall have been approved of and confirmed by the Commissioners of Railways.

Company not
to take cer-
tain Lands
without Con-
sent;

CXLII. And with respect to *The Branch to the Sheffield Canal, and The Stations in Sheffield on the Main Line from Sheffield to Gainsborough, and on the Branch to the Sheffield Canal*, be it enacted, That it shall not be lawful for the Company to take or use any other Part of the Lands and Premises delineated on the herein-before mentioned Plans relating to the said Branch and Stations by the Numbers 114 and 149 in the Township of *Sheffield* in the Parish of *Sheffield* than would be situate on the East Side of a straight Line drawn from the North Side of *Blonk Street* at the Point crossed by the dotted Line showing the Limits of Deviation on the said Plans, and passing in a North-easterly Direction at a Distance not less in any Place than One hundred and forty Feet from the East Side of the River *Dun*, without the Consent in Writing of the Party or Parties who would, under and by virtue of the Lands Clauses Consolidation Act, 1845, and of this Act, or otherwise, be authorized to sell and convey the same Lands and Premises.

nor to take
Property of
E. Smith,
Esq., without
Consent.

CXLIII. And with respect to the said *Branch to the Sheffield Canal, and the said Stations at Sheffield on the Main Line from Sheffield to Gainsborough, and on the said Branch to the Sheffield Canal*, be it enacted, That it shall not be lawful for the Company to take any of the Land or Property of *Edward Smith* Esquire numbered respectively 2 and 4 on the herein-before mentioned Plans relating to the said Branch and Stations in the Township of *Brightside Bierlow* in the Parish of *Sheffield*, without the Consent of the said *Edward Smith*, his Heirs, Executors, Administrators, and Assigns, first obtained.

Company
not to use
Lands of
Canal Com-

CXLIV. And with respect to the said *Branch to the Sheffield Canal, and the said Stations at Sheffield on the Main Line from Sheffield to Gainsborough, and on the said Branch to the Sheffield Canal*, be

be it enacted, That nothing in this Act contained relating to the said Branch and Stations shall authorize the Company so to use or appropriate for the Purposes of the Railway, or for the Works or Stations connected therewith, any of the Lands or Hereditaments formerly belonging to the *Sheffield Canal Company*, and by the herein-before mentioned *Sheffield Canal Purchase Act*, 1848, vested in the *Manchester, Sheffield, and Lincolnshire Railway Company* not included within the Limits of Deviation shown upon the herein-before mentioned Plans relating to the said Branch and Stations, as to prevent the same being continued to be used as Wharfage, or to use any Land or Hereditaments within the said Limits of Deviation in a Manner contrary to the Provisions contained in an Act passed or to be passed in the present Session of Parliament for transferring the said *Sheffield Canal* to the Company of Proprietors of the Navigation of the River *Dun*, anything to the contrary herein contained in any-wise notwithstanding.

pany not
included in
Limits of
Deviation.

CXLV. And whereas with respect to the said *Branch to the Sheffield Canal*, and the said *Stations in Sheffield on the Main Line from Sheffield to Gainsborough*, and on the said *Branch to the Sheffield Canal*, it is expedient that Provision should be made for the Accommodation on Part of the Land on which the last-mentioned Stations, or One of them, are or is to be constructed, of the Merchandize conveyed along the *Sheffield Canal* to or from the River *Dun*: Be it enacted, That it shall be lawful for the Company hereby incorporated to enter into Agreements with the Company of Proprietors of the Navigation of the River *Dun* touching the Construction of the said Stations, and the Use thereof for the Purposes of the said Merchandize.

As to Con-
struction of
Parts of
Stations.

CXLVI. And with respect to the *Staveley Branch*, be it enacted, That the Company shall construct the same according to the Line laid down upon the herein-before mentioned Plans thereof deposited with the Clerks of the Peace of the Counties of *Derby* and *Nottingham*, the West Riding of the County of *York*, the Parts of *Lindsey* and Parts of *Kesteven* in the County of *Lincoln*, and City of *Lincoln* and County of the same City, in the Year One thousand eight hundred and forty-five, and according to the Deviation of the said Branch as laid down in the herein-before mentioned Plans of such Deviation deposited with the Clerks of the Peace for the Counties of *Derby* and *Nottingham* in the Year One thousand eight hundred and forty-six; and it shall not be lawful for the said Company to make so much of the Line of the said Branch as shall have been rendered unnecessary by reason of the said Deviation.

As to Con-
struction of
the Staveley
Branch.

CXLVII. And with respect to the said *Staveley Branch*, be it enacted, That the Junction of the same Branch with the *Midland Railway* at *Staveley*, and all such Openings in the Ledges or Flanches of the *Midland Railway* as may be necessary or convenient for effecting such Junction, shall be made and effected, under the Direction and Superintendence of the Engineer for the Time being of the *Midland Railway Company*, at the Expense of the Company hereby incorporated,

As to Junc-
tion with the
Midland
Railway.

incorporated; and shall for ever afterwards be maintained and kept in perfect Order and Repair by and at the Expense of the last-mentioned Company.

Power to the
Midland
Railway
Company to
use the Line.

CXLVIII. And with respect to the said *Staveley Branch*, be it enacted, That it shall be lawful for the *Midland* Railway Company to make use of the Line of the same Branch, and of the Stations and Works thereof, with Engines, Carriages, and Waggons, in such Manner and upon such Terms and Conditions as shall be agreed upon between the Engineers of the Company hereby incorporated and of the said *Midland* Railway Company, and in case of Difference between them by some Engineer to be appointed by the Commissioners of Railways.

For protect-
ing Mr. Pol-
jambe's
Land.

CXLIX. And with respect to the said *Staveley Branch*, be it enacted, That it shall not be lawful for the Company hereby incorporated, for the Purposes of such Branch, to acquire or enter on, under or by virtue of the Powers in this Act contained, any Lands of *George Savile Foljambe* Esquire to the Eastward of the Field numbered 74 on the herein-before mentioned Plans relating to such Branch in the Township of *Radford* in the Parish of *Worksop*, except only such Lands as may be required for the said Deviation of such Branch, and delineated in the said Plans relating to such Deviation.

Respecting
carrying
Goods along
Staveley
Coal Field.

CL. And whereas with respect to the said *Staveley Branch* the Line thereof is intended to pass through the *Staveley* Coal and Iron Works in the Parish of *Staveley* for a Distance of about Two Miles, and it will be necessary to convey Articles and Goods from one Part of the said Works to the other along the said Branch: Be it enacted, That it shall be lawful, notwithstanding anything herein contained, for the Owner, and his Lessee or Lessees for the Time being, of the said *Staveley* Coal and Iron Works, under the Direction and Regulation of the Company hereby incorporated, to convey Articles and Goods along that Part of the said Branch which passes or shall pass through the said Works in the said Parish, from one Part of the Works to another, paying Tolls only for the Distance for which the said Branch shall be traversed, although such Distance may be under Six Miles, and that the Company shall at their own Expense make and provide good and sufficient Sidings of and Communication for the Purpose of Trade from the said Branch to the said *Staveley* Works.

Communica-
tion with the
Nottingham
and Lincoln
Railway to
be made
under the
Direction of
the Engineer
of the Mid-
land Railway
Company.

CLI. And with respect to *The Saxelby Branch*, be it enacted, That it shall be lawful for the Company to connect the Line of the said Branch with the *Nottingham and Lincoln* Line of the *Midland* Railway Company in the Parish of *Saint Mark* in the City of *Lincoln*: Provided always, that all such Openings in the Ledges and Flanches of the said *Nottingham and Lincoln* Railway as may be necessary or convenient for effecting such Junction shall be made and effected under the Direction and Superintendence of the Engineer for the Time being of the *Midland* Railway Company; and in case of any
Difference

Difference of opinion as to the Mode of effecting such Junction, then such Difference shall be referred to the Decision of the Commissioners of Railways.

CLII. And whereas with respect to the said *Saxelby Branch* a Restricting Portion of the Line of the *Great Northern* Railway situate between Formation of *Saxelby* and *Lincoln* is identical with the said *Saxelby Branch* laid Line from down on the herein-before mentioned Plans relating to such Branch, near *Saxelby* to *Lincoln*. and it is expedient that only One Line of Railway should be formed for the said identical Portion for the joint Purposes of the said *Great Northern* Railway Company and of the Company hereby incorporated: Be it enacted, That nothing herein contained shall authorize the Company hereby incorporated to make any Portion of the Line laid down on the herein-before mentioned Plans relating to the said *Saxelby Branch*, or to purchase or take any of the Lands laid down on the said Plans between a certain Field numbered thereon 12. in the Township of *Hardwick* in the Parish of *Torksey* and the City of *Lincoln*, except for the Purpose of forming a Junction with the Line of the said *Great Northern* Railway, unless the *Great Northern* Railway Company shall fail or shall have failed to purchase, within Eighteen Months after the passing of their Act authorizing the Construction of the said identical Portion of the said *Great Northern* Railway, the Lands requisite for the Completion of the same Portion of such last-mentioned Railway, or shall fail to proceed to construct such Portion with reasonable Despatch.

CLIII. And with respect to the said *Saxelby Branch*, be it As to Use of enacted, That in the event of the said Portion of Line being Line from completed by the *Great Northern* Railway Company it shall be Saxelby to lawful for the Company hereby incorporated to form a Junction there- Lincoln. with, and to use the same at all seasonable Times, on such Terms and Conditions as may be agreed on. between the said Companies, or settled by Arbitration as herein-after mentioned; and in like Manner, if the said Portion of Railway should be completed by the Company hereby incorporated, the said *Great Northern* Railway Company shall be entitled to the Use thereof in a similar Manner and on similar Conditions.

CLIV. And with respect to the said *Saxelby Branch*, be it enacted, Differences That if any Difference shall arise between the *Great Northern* Rail- between cer- way Company and the Company hereby incorporated touching the tain Com- necessary Progress made or to be made by the *Great Northern* panies to be Railway Company in the Completion of the said Portion of Railway, settled by Arbitration. so as to determine at any Time the Right of the Company hereby incorporated to enter into possession of the same, or in the event of such Right being determined in their Favour, then touching the Sums expended by the *Great Northern* Railway Company in the Purchase of Lands, or in the Construction of Works for the said Portion of Railway, so as to determine the Sums to be repaid to them in respect thereof by the Company hereby incorporated, or in the event of the said Portion of Line being completed by the *Great Northern* Railway Company, if any such Difference shall arise touching the Mode of Junction therewith by the Line of the said

[*Local.*]

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Saxelby

Saxelby Branch, or touching the necessary Accommodation to be furnished by the *Great Northern* Railway Company to the Company hereby incorporated in connexion with the said Portion of Railway, or touching the annual Rent or other Compensation to be made in respect thereof, or touching the Periods and Mode of Use by the Company hereby incorporated of the said Portion of Railway, and the Rates, Tolls, or Rents to be paid in respect thereof, such Dispute shall be referred to Two Engineers, One to be named by each Company interested, and to an Umpire to be appointed between them in case they differ, or if such Engineers cannot agree as to such Umpire, then to an Umpire to be appointed by the Commissioners of Railways, on the Application of either of the said Companies ; and the Decision of the said Arbitrators or of their Umpire shall be final and binding on both Companies.

For Protec-
tion of Ec-
clesiastical
Property in
the Parish
of Hables-
thorpe.

CLV. And whereas with respect to the said *Saxelby Branch* certain Lands or Premises to which the Ecclesiastical Commissioners for *England* are entitled, or in which the said Commissioners are interested, situate and being in the Parish of *Hablesthorpe*, or some Part of the said Lands or Premises, are proposed to be taken or affected for the Purposes of the said *Saxelby Branch*, or the Works connected therewith, under the Powers of this Act: Be it enacted, That no Bargain, Arrangement, Contract, Agreement, or Conveyance, either now made or to be made between the Company hereby incorporated, or between any Person or Persons on their Behalf, and any other Person or Persons, in any way relating to the said Lands or Premises, shall be binding at Law or in Equity upon the said Commissioners, without their Assent being first thereto had, to be signified under their Common Seal: Provided always, that nothing herein contained shall hinder or prevent or be construed to hinder or prevent the said Company from proceeding to take such Lands and Premises as aforesaid under the compulsory Powers of this and the said Lands Clauses Consolidation Acts, upon giving Notice of their Intention so to do to the said Commissioners, and to all other necessary Parties, in manner by this and the said Lands Clauses Consolidation Act provided.

Nothing to
prejudice
Rights of
Undertakers
of the Foss-
dyke Navi-
gation, or
allow Ob-
struction to
River.

CLVI. And whereas with respect to the said *Saxelby Branch*, the same is intended to pass over the *Fossdyke* Navigation in the County of *Lincoln*, and it is expedient to provide against Obstructions being occasioned thereby to the free Navigation of the said River: Be it therefore enacted, That nothing in this Act contained shall extend or be construed to extend to diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Undertakers of the said River for the Time being, or authorize or empower the Company hereby incorporated (except so far as is consistent with the Enactments herein-after contained) to alter the Line or the Level of the said River or Towing Path thereto, or any Part thereof, or to obstruct the Navigation of the said River or any Part thereof, or to divert any of the Waters therein or which now supply the said River, or to injure any of the Works of the said River ; and it shall not be lawful for the said Company to make any Deviation from the Course or Direction of the said *Saxelby Branch* as delineated in

in the herein-before mentioned Plans relating thereto at the Point where the Railway crosses the said River, without the Consent in Writing of the said Undertakers for the Time being of the said River first had and obtained.

CLVII. And with respect to the said *Saxelby Branch*, be it enacted, That in carrying the same Branch over the said *Fossdyke* Navigation the Company hereby incorporated shall and they are hereby required, at their own Expense, to erect, build, and for ever after maintain in perfect Repair, a good, firm, and substantial Bridge over the said River and the Towing Path thereof, with proper Retaining Walls and Approaches thereto, upon which Bridge the Railway shall be made; and the said Bridge shall be constructed so that there shall be One Arch or Opening, including the Haling Path, of Thirty Feet in Span, and that the Height of the under Side of the said Arch or Opening shall be not less than Eleven Feet clear above the Surface of the said Navigation at the Site of the said intended Bridge when the Surface of the River *Witham* is Six Inches above the Top of the present Stone Weir at *Stamp End Lock*, and as much higher as the Level of the said Railway where it crosses the said Navigation will admit of; and that there shall be constructed and made a good and sufficient Haling Path under the Bridge of not less than Six Feet in Width, with a clear Headway of not less than Eight Feet at the Northern Side thereof to the said Haling Path for the whole Breadth and Length thereof, with a proper and sufficient Handrail or Balustrade thereon, which shall at all Times be supported and maintained by and at the Expense of the Company hereby incorporated; and the said Company or their Engineer shall, Forty Days at least before the Erection of the said Bridge shall be commenced, deliver to the said Undertakers for the Time being, or to their Engineer or Agent, accurate Plans and Sections of the said Bridges; and if the said Undertakers or their Engineer shall object to such Plans, or to the proposed Form or Construction of the said Bridge, and the Company hereby incorporated, or their Engineer, shall not consent to alter the same in such Way as may be required by the said Undertakers or their Engineer, so as to conform with the aforesaid Stipulations, the Matters in difference shall be referred to some Third Engineer, to be mutually agreed upon and named by the respective Engineers of the said Undertakers and Company hereby incorporated, and the Decision and Determination of such Third Engineer shall be binding and conclusive upon all the Parties touching the Matters referred to him: Provided nevertheless, that he shall not be authorized to lessen or diminish the Span of the Arch or Opening, nor the Height thereof, as herein-before provided for.

Regulating
Construction
of Bridge
over Foss-
dyke Navi-
gation.

CLVIII. And with respect to the said *Saxelby Branch*, be it enacted, That if in the Construction of the said Branch or the Works connected therewith by this Act authorized to be made or completed, or by reason of any Act or Omission of the Company hereby incorporated, their Servants, Agents, or Workmen, or if by reason or in consequence of any of the said Works when made, the said *Fossdyke* Navigation, or the Towing Paths thereof, shall at any Time be so obstructed as that Boats, Barges, or other Vessels using the same cannot

Providing
Remedy in
case of Ob-
struction to
the Fossdyke
Navigation.

cannot conveniently pass along the same, then and in either of such Cases it shall and may be lawful for the said Undertakers of the said Navigation, at the Costs and Charges of the Company hereby incorporated, to remove, take, and put away such Obstruction or Impediment as aforesaid, and to make good all Damage or Injury done to the said Navigation thereby, and that the Company hereby incorporated shall pay unto the said Undertakers of the said *Fossdyke* Navigation, as or by way of ascertained Damages, all Costs and Charges to be incurred as aforesaid, and also the Sum of Five Pounds for every Hour during which any such Obstruction or Impediment shall continue: Provided always, that if such Obstruction or Impediment 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 Persons employed by the Company hereby incorporated, then and in every such Case the said Company shall pay to the said Undertakers of the said *Fossdyke* Navigation the Sum of Ten Pounds for every Hour during which the Obstruction shall continue, to be computed from the Commencement of such Obstruction, as or by way of ascertained Damages; and in default of Payment of such Costs and Charges, or of such Sum or Sums, as the Case may be, on Demand made of or from the Treasurer of the Company hereby incorporated, such Demand being made in Writing, and fully and accurately stating the Particulars thereof, any Two or more of Her Majesty's Justices of the Peace shall and they are hereby required, on Application by the said Undertakers of the said *Fossdyke* Navigation, or their Clerk or Clerks or other Persons authorized by them, by Warrant under the Hands and Seals of the said Justices, to cause the Amount thereof to be levied by Distress and Sale of the Goods and Chattels of the said Company hereby incorporated, and to be paid to the said Undertakers of the *Fossdyke* Navigation, their Agent or Clerk, rendering the Overplus (if any), upon Demand, after deducting the reasonable Charges of making such Distress and Sale, to the Company hereby incorporated; or the said Undertakers of the said *Fossdyke* Navigation may sue for and recover the same, together with full Costs of Suit, against the said Company, by Action of Debt or on the Case in any of Her Majesty's Courts at *Westminster*; and the said Company shall also make Compensation to all other Parties navigating on the said River for all Loss or Injury which they may sustain by the Obstruction occasioned by such Interruption or Stoppage as aforesaid, to be recovered in like Manner.

Company
restricted
from making
a certain
Portion of
the Line.

CLIX. And whereas with respect to *The Newark Branch*, a Portion of the authorized Line of the *Great Northern* Railway between *Sutton-upon-Trent* and *Newark-upon-Trent* is identical with a Portion of the said *Newark* Branch, and it is expedient that the Company hereby incorporated should be restricted (except under the Circumstances herein-after mentioned) from making the Portion of the said Branch from the Point in the Parish of *Sutton-upon-Trent* where the Two Lines become identical to the Town of *Newark-upon-Trent*, but that a Junction should be formed in or near the said Parish of *Sutton-upon-Trent* with the said *Great Northern* Railway: Be it enacted, That it shall not be lawful for the Company hereby incorporated to make so much of the said *Newark* Branch as lies between

the Point of Junction of the Two Lines in or near the said Parish of *Sutton-upon-Trent* and the Town of *Newark-upon-Trent*, except as herein-after mentioned.

CLX. And with respect to the said *Newark Branch*, be it enacted, That it shall be lawful for the Company hereby incorporated to use the Line of the *Great Northern Railway* between the Points of Junction of the said *Newark Branch* and *Great Northern Railway* at or near *Sutton-upon-Trent* aforesaid and *Tuxford*, and the Stations, Warehouses, Works, and Conveniences belonging thereto, or any of them, or any Part or Parts thereof, subject to such reasonable Regulations and upon such Terms and Conditions as may from Time to Time be agreed upon between the Company hereby incorporated and the said *Great Northern Railway Company*, and for that Purpose it shall be lawful for the Company hereby incorporated and the said *Great Northern Railway Company* to make and enter into Contracts or Agreements with reference to such Use by the Company hereby incorporated of the said Part of the said *Great Northern Railway*, and the Stations, Warehouses, Works, and Conveniences belonging thereto as aforesaid; and in case the Company hereby incorporated and the *Great Northern Railway Company* shall differ as to the Terms and Conditions on which the Company hereby incorporated shall be entitled to use the said Part of the said *Great Northern Railway*, or the Stations, Warehouses, Works, and Conveniences belonging thereto, such Terms and Conditions shall be from Time to Time settled and determined between the said Companies by Arbitration in the Manner provided by the Railways Clauses Consolidation Act, 1845.

Regulations
for Accom-
modation of
Traffic.

CLXI. And with respect to the said *Newark Branch*, be it enacted, That if the *Great Northern Railway Company* shall not have purchased the Land necessary for the Construction of the said Portion of Railway between *Sutton-upon-Trent* and *Newark-upon-Trent* before the Expiration of One Year after the passing of this Act, the Powers of this Act given to the Company hereby incorporated to construct the said Portion of Railway shall be in full Force and Effect; and it shall be lawful for the said Company to construct the said Portion of Railway, anything in this Act contained to the contrary notwithstanding.

If Portion of
Railway not
proceeded
with Powers
of Construc-
tion to
revive.

CLXII. And with respect to the said *Newark Branch*, be it enacted, That the Provisions herein-before contained with reference to the Use of the said Portion of Railway between *Sutton-upon-Trent* and *Tuxford* by the Company hereby incorporated shall apply to the Use of the Portion of the *Newark Branch* which lies between *Sutton-upon-Trent* and *Gainsborough* by the said *Great Northern Railway Company*.

Part of Line
between
Sutton and
Gains-
borough may
be used by
the Great
Northern
Railway
Company

CLXIII. And with respect to the said *Newark Branch*, be it enacted, That the *Great Northern Railway Company* shall erect at the Point of Junction of the said *Newark Branch* and *Great Northern Railway* in or near the Parish of *Sutton-upon-Trent* a good and sufficient Station for the booking and Accommodation of Passengers and Goods and the stopping of Trains, and shall give every reasonable Facility to the Traffic between the *Manchester, Sheffield, and Lincoln-*

As to Sta-
tions at
Sutton.

shire Railway and the *Great Northern* Railway, subject, in case of Difference between the said Companies with regard to the Matters aforesaid, to the Award of the Commissioners of Railways, or of any Engineer to be appointed by them for that Purpose.

As to Junction at Tuxford.

CLXIV. And whereas with respect to the said *Newark Branch* it may be found expedient that the *Manchester, Sheffield, and Lincolnshire* Railway should form a Junction with the *Great Northern* Railway as now authorized at or near the Town of *Tuxford*, instead of at *Sutton-upon-Trent*: Be it enacted, That if the Company hereby incorporated shall apply to Parliament for Powers to extend their Railway so as to form such Junction at or near *Tuxford* aforesaid, the *Great Northern* Railway Company shall pay all the Expenses incurred by the Company hereby incorporated in their Application to Parliament for and in obtaining the Act, and after the passing of such Act all the Provisions, Matters, and Things herein, or in the Acts relating to the *Great Northern* Railway Company, or any of them, contained, touching the Facilities for effecting the said Junction, and the Accommodation to be afforded for the Traffic of the *Manchester, Sheffield, and Lincolnshire* Railway, shall apply to such Junction at *Tuxford*, and to the Station to be erected there, instead of the said Junction and Station at *Sutton-upon-Trent* aforesaid.

As to Construction of Market Rasen Branch.

CLXV. And with respect to the *The Market Rasen Branch*, be it enacted, That the Company shall construct the same according to the Line laid down upon the herein-before mentioned Plans relating to such Branch deposited with the Clerks of the Peace of the County of *Nottingham* and of the Parts of *Lindsey* in the County of *Lincoln* in the Year One thousand eight hundred and forty-four, and according to the Deviation thereof laid down on the herein-before mentioned Plans relating to the said Branch deposited with the Clerk of the Peace of the said Parts of *Lindsey* in the Year One thousand eight hundred and forty-five: Provided always, that it shall not be lawful for the said Company to construct any Deviation of the said Branch as laid down on the last-mentioned Plans other than and except the Deviation commencing by a Junction with the said Main Line from *Gainsborough* to *Grimsby* in the Parish of *Barnetby-le-Wold*, and terminating by a Junction with the Line of the *Market Rasen* Branch (as laid down on the said Plans deposited in the said Year One thousand eight hundred and forty-four) in the Parish of *Cadney-cum-Housham*, all in the Parts of *Lindsey* in the County of *Lincoln*: Provided also, that it shall not be lawful for the said Company to make so much of the said *Market Rasen* Branch as laid down on the said Plans deposited in the said Year One thousand eight hundred and forty-four as will be rendered unnecessary by reason of the said Deviation thereof laid down on the said Plans deposited in the said Year One thousand eight hundred and forty-five, and hereby authorized to be made as aforesaid.

Company not to make certain Lines.

CLXVI. And with respect to the said *Extension of the Market Rasen Branch to Lincoln, The Barton-upon-Humber Branch, The Caistor Branch, and The Bigby Branch*, be it enacted, That it shall not be lawful for the Company to make any Railway delineated on the herein-before mentioned Plans relating to the said Extension and Branches,

Branches, or any of them, other than and except the said Extension of the said *Market Rasen* Branch to *Lincoln*, and the said *Barton-upon-Humber* and *Caistor* and *Bigby* Branches respectively, and any other Branches or Deviations of Branches by this Act expressly authorized.

CLXVII. And whereas with respect to the said *Extension of the Market Rasen Branch to Lincoln*, the Queen's most Excellent Majesty in right of Her Crown is seised of or entitled to the Advowson and Right of Patronage and Presentation to the Vicarage of *Market Rasen* in the Diocese of *Lincoln*, and certain Parts of the Glebe or other Lands belonging to the said Vicarage are intended to be purchased and taken by the Company for the Purposes of the said Extension of the said *Market Rasen* Branch to *Lincoln*: Be it enacted, That it shall be lawful for the Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, and they are hereby authorized and empowered, to contract and agree with the said Company for the absolute Sale of the Fee Simple of such Part of the Glebe or other Lands belonging to or Part of any of the said Vicarage as the Company are by this Act authorized to purchase, at or for such Price or Consideration in Money and upon such Terms and Conditions as shall be settled and agreed upon between the said Commissioners for the Time being and the Company, and upon Payment of such Price or Consideration, by any Deed or Writing under the Hands and Seals of the said Commissioners for the Time being, to convey such Part of the said Glebe or other Lands, and the Fee Simple and Inheritance thereof, to the said Company, for the Purposes of this Act, which said Deed or Writing, being enrolled in the Office of Land Revenue Records and Enrolments, and registered in the Registry of the Diocese in which the said Vicarage is situate, shall be effectual to vest in the Company the Lands therein or thereby expressed to be conveyed, any Act or Law to the contrary notwithstanding; and the Purchase or Consideration Money expressed in such Conveyance shall before the Execution thereof by the said Commissioners for the Time being be invested, by and at the Expense of the said Company, in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities, in the Name or Names of the Governors of the Bounty of Queen *Anne* for the Augmentation of the Maintenance of the Poor Clergy as incorporated, and until such Annuities shall be so sold for the Purposes herein-after mentioned the said Governors shall and they are hereby required from Time to Time to pay the Dividends thereof to the Vicar for the Time being of the said Vicarage according to the Rules, Orders, and Regulations of the said Governors in that Behalf with respect to the general Funds at their Disposal: Provided always, that it shall be lawful for the said Governors of the Bounty of Queen *Anne* for the Augmentation of the Maintenance of the Poor Clergy, and they are hereby authorized and empowered, if the said Governors shall think fit, at the Request in Writing of the Vicar for the Time being of the said Vicarage to whom any such Dividends shall be payable, to sell the whole or any Portion of the said Bank Annuities, and to apply the Monies arising therefrom in the Purchase of other Lands convenient to be held as Part and Parcel of the said Vicarage; and the said Governors shall cause such Lands, when so purchased, to be well and effectually conveyed to and vested in the Vicar for the Time

Power to Commissioners of Woods, &c. to contract with Company for Sale of Land belonging to the Vicarage of Market Rasen.

Power to Governors of Queen Anne's Bounty to lay out Purchase Money in Purchase of other Lands.

Mode of as-
certaining
Compensa-
tion to be
paid for such
Lands.

Expenses of
Sale, &c. to
be borne by
the Com-
pany.

Communica-
tion over
Glebe Lands
to be made at
the Expense
of Company.

For Protec-
tion of the
Navigation
of the River
Witham.

Time being of the said Vicarage and his Successors, to be held by him and them as Part and Parcel of the said Vicarage for ever: Provided also, that in ascertaining and fixing the Price or Compensation to be paid by the said Company for the Portion of the Glebe or other Lands aforesaid, every Damage which the said Vicarage, or the Lands thereof, or any Part thereof, shall or may sustain, by reason or means of any Works done or which may be done by the Company, shall be computed and taken into account; and in case the Company and the said Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings shall differ in opinion with regard to such Price and Compensation, the same may be fixed and determined in the Manner provided by the Lands Clauses Consolidation Act, 1845: Provided always, nevertheless, that all the Costs, Charges, and Expenses incurred or to be incurred by or on behalf of the said Commissioners for the Time being in ascertaining and fixing the Amount of such Price or Compensation, howsoever or by whomsoever settled, and of the Conveyance of such Lands to the Company, and of the Enrolment and Registration of such Conveyance, and of settling the Communications to be made and maintained by the Company, as herein-after provided for, and of the Reinvestment of such Price, or the Government Securities purchased therewith, in the Purchase of other Lands, by the Governors of the Bounty of Queen Anne for the Augmentation of the Maintenance of the Poor Clergy, and all reasonable Costs, Charges, and Expenses incident to the Premises or in any way connected therewith, as well before as after the passing of this Act, shall be wholly borne and paid by the Company: Provided also, that the Company shall and they are hereby required, at their Costs and Charges, to make and construct such convenient Communications across, over, or under the said Railway, where it shall be carried through or over the Glebe or other Lands of or belonging to the said Vicarage, as shall in the Judgment of the Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings be necessary for the convenient Enjoyment and Occupation of the said Vicarage by the Vicar thereof for the Time being, or other Lands belonging thereto respectively, and such Communications when so made shall at all Times be kept in good Order and Repair by and at the Expense of the Company: Provided always, that the Mode of making and constructing such Communications, the Materials to be used in and about the same, and all Particulars relating thereto, shall be settled and determined by the Engineer for the Time being of the said Commissioners and by the Engineer for the Time being of the said Company, and in the event of their differing in opinion in regard thereto then by some Third Person, to be appointed by such Two Engineers, whose Decision in the Matters referred to him shall be binding on all Parties.

CLXVIII. And whereas with respect to the said *Extension of the Market Rasen Branch to Lincoln* the same Extension is intended to be carried over the River *Witham* in the Parish of *Saint Mark* in the City of *Lincoln*, and it is expedient to provide against Obstructions and Injuries being occasioned thereby to the free Navigation of the said River: Be it enacted, That nothing in this Act contained in reference to the said Extension shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested

vested in the Company of Proprietors of the *Witham* Navigation, their Successors or Assigns, or authorize or empower the Company hereby incorporated to alter the Line or Level of the River, or of the Towing Path thereto, or any Part thereof, or to obstruct the Navigation of the said River or any Part of the same.

CLXIX. And with respect to the said *Extension of the Market Rasen Branch to Lincoln*, be it enacted, That the Company hereby incorporated shall, during the necessary Repairs of the Bridge which has been constructed for carrying the said Railway over the River *Witham*, or the Erection of any future Bridge in lieu thereof, at all Times leave an open, uninterrupted, navigable Waterway in the said River *Witham* of not less than Thirty Feet in Width and Thirteen Feet in Height; and that the present Towing Path of the said River *Witham* shall remain undisturbed until the new Towing Path Walls shall be erected, and the Ground made good and properly gravelled, and opened for the Passage of Horses thereon; and also that during the Repair or Construction of any such Bridge sufficient Space shall be left for the free Passage of the Waters of the said River *Witham*, so as not to interrupt the Navigation thereof.

Providing for Waterway during Repair of Bridge over the River Witham.

CLXX. And with respect to the said *Extension of the Market Rasen Branch to Lincoln*, be it enacted, That if by reason of any Accident in the Execution of any of the Works affecting the Navigation of the River *Witham*, or, after the Completion thereof, if by reason of the bad State of Repair of any Part of such Works, or of the said Bridge, or any of the Approaches thereto, it shall happen that the same River shall be so obstructed as that the Boats, Barges, Lighters, or other Craft or Vessels navigating or using the same shall be obstructed, or in case the navigable Waterway or Towing Path herein-before required to be preserved during the Progress of the Works shall at any Time be contracted to a less Width than will permit the safe and convenient Passage of the Boats, Barges, Lighters, or other Craft or Vessels navigating or using the said River, then and in each and every such Case the Company hereby incorporated shall pay to the said Company of Proprietors, their Successors or Assigns, as or by way of ascertained Damages, the Sum of Five Pounds for every Hour during which any such Obstruction or Contraction shall continue, such Damages to be sued for at Law, or recovered by Application to Two Justices in the Manner directed in the Railways. Clauses Consolidation Act, 1845, with respect to the Recovery of Damages.

Penalty for Interruption of Traffic in Navigation caused by involuntary Neglect.

CLXXI. Provided always, and be it enacted, with respect to the said *Extension of the Market Rasen Branch to Lincoln*, 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 the Servants or other Persons employed by the Company hereby incorporated, then and in every such Case the said Company shall pay to the said Company of Proprietors, their Successors or Assigns, as the Case may be, the Sum of Ten Pounds for every Hour during which the said Obstruction or Contraction shall continue, as and by way of ascertained Damages, such Damages to be sued for at Law,

Increased Penalty in case the Neglect is wilful.

[Local.]

14 O

Law, or recovered by Application to Two Justices in the Manner directed in the Railways Clauses Consolidation Act, 1845, with respect to the Recovery of Damages.

Company of Proprietors not to be prevented by Operation of Penalties from seeking to recover special Damages.

CLXXII. Provided also, and be it enacted, with respect to the said *Extension of the Market Rasen Branch to Lincoln*, That nothing in this Act contained shall extend to prevent the said Company of Proprietors, their Successors or Assigns, from Recovery against the Company hereby incorporated of any special Damages that may be sustained by them on account of the Acts or Defaults of the said Company in respect of which the said Penalties are imposed, and they are hereby authorized to sue for and recover such special Damages accordingly; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the Company hereby incorporated, and any Action for special Damage shall be brought as above mentioned, then the said Penalty or Penalties so paid shall be deemed and considered as Payment on account of such special Damage, and Credit shall be given by the Court before which such Action shall be tried for any Sum or Sums of Money so paid by the Company hereby incorporated, and the same shall be deducted from the Amount of Damages to be recovered by the said Company of Proprietors, their Successors or Assigns; and in case the Amount of Damages recovered shall not exceed the Sum or Sums so paid, Judgment shall be given for the Company hereby incorporated; and no Action shall be maintainable by the said Company of Proprietors, their Successors or Assigns, against the Company hereby incorporated, for the Recovery of any Penalty, after Judgment shall have been obtained for any special Damage in respect of the Act or Acts for which such Penalty would then have been recoverable.

Power to Company of Proprietors to remove Obstructions, at the Expense of the Company.

CLXXIII. Provided always, and be it enacted, with respect to the said *Extension of the Market Rasen Branch to Lincoln*, That in case of any wilful Obstruction to the Navigation of the said River by any Act or Omission of the Company hereby incorporated, their Agents, Servants, or Workmen, it shall be lawful for the said Company of Proprietors, their Successors or Assigns, at the Costs and Charges of the Company hereby incorporated, to remove the same, and to make good all Damage or Injury done to the said Navigation thereby, and the said Company shall pay to the said Company of Proprietors, their Successors or Assigns, all Costs and Charges to be thereby incurred, over and above any Penalty or Sum to which they may be otherwise liable under the Provisions herein-before contained.

For Removal of Ice, &c. in the River Witham.

CLXXIV. And with respect to the said *Extension of the Market Rasen Branch to Lincoln*, be it enacted, That the Company hereby incorporated shall at all Times remove and cause to pass down with the Stream, so as not to obstruct the Flow or Current of Water, any Ice, Weeds, or other Obstructions that may be formed at or carried by the Stream against any of the Works of the Company hereby incorporated, in the said River *Witham* or the Banks thereof; and if the said Company shall not forthwith, after Notice shall have been given to them by the said Company of Proprietors, their Successors or Assigns, for that Purpose, remove the Ice, Weeds, or other Obstructions,

tions, or if for any Cause whatever any Ice, Weeds, or any other Obstruction shall so accumulate against the said Bridge or Works of the Company hereby incorporated, any of the Agents or Workmen of the said Company of Proprietors, their Successors or Assigns, may forthwith, after such Notice as aforesaid, and in case the Company hereby incorporated shall neglect or refuse to remove such Accumulation, forthwith remove the same, and recover the Expenses incurred thereby by Application to Two Justices in the Manner directed in the Railways Clauses Consolidation Act, 1845, with respect to the Recovery of Damages.

CLXXV. And with respect to the said *Extension of the Market Rasen Branch to Lincoln*, be it enacted, That nothing in this Act contained shall in any Manner alienate, prejudice, alter, lessen, interfere with, or impede the Exercise of any of the Rights, Interests, Powers, Privileges, or Authorities whatsoever now exercised by or vested in the General Commissioners for Drainage by the River *Witham*, or their Officers or Servants, save or except so far as the same Rights, Interests, Powers, Privileges, or Authorities are expressly altered or interfered with by this Act, for the Purpose only of executing the said Undertaking, or the several Works connected therewith or relating thereto.

Saving the Rights of Witham Drainage Commissioners.

CLXXVI. And with respect to the said *Extension of the Market Rasen Branch to Lincoln*, be it enacted, That if at any Time within Thirteen Calendar Months after the said Extension shall have been opened for public Traffic any permanent Injury or Damage shall arise to the River *Witham*, or to the Sluices, Gates, or Stop Doors and Bridges across or in or adjoining the same, or to the Drainage or Navigation thereof, or to the Banks of the said River, or the Lands protected by the same, or to any of the River Drains, Skirths, and Watercourses, or other Works of Drainage or Navigation, or the Lands protected by the said Drainage respectively, within the Limits of the said Drainage or Navigation, or any of them, or any Part or Parts thereof, arising from or caused by the Formation of the said Bridges, Embankments, Ditches, Culverts, or any other Works of the said Railway which may have been contemplated or provided for by this Act, the Company shall make good and repair such Injury or Damage immediately after the Discovery thereof, and shall also take such Measures for the Prevention of any future Injury as shall be deemed necessary by some competent Engineer or Engineers, to be chosen by the said Commissioners or by the said Company of Proprietors, their Successors or Assigns, as the Case may be; and the Railway Company shall pay to the said Commissioners or to the said Company of Proprietors, their Successors or Assigns, as the Case may be, such Damage and Compensation, to be recovered by Suit at Law or in Equity.

General Saving.

CLXXVII. And with respect to *The Humber Piers and Steam Communication*, be it enacted, That as regards the Foreshore of the River *Humber* at *New Holland* the Company shall not, in constructing the Pier authorized by the herein-before recited Act of the Ninth and Tenth Years of the Reign of Her present Majesty, intituled *An Act*

Not to deviate beyond Line of lateral Deviation.

9 & 10 Vict.
c. 101.

Act for establishing a Steam Communication across the River Humber in connexion with the Great Grimsby and Sheffield Junction Railway, deviate to any greater Extent than Two hundred and twenty Yards measured Westwards from the Centre of the Haven or Creek of New Holland.

Company to
set up Lights.

CLXXVIII. And with respect to the said *Humber Piers and Steam Communication*, be it enacted, That the Company shall at all Times when it shall be dark keep good and sufficient Lights upon their Works at *New Holland* extending into the River *Humber*, to enable those in charge of Ships to see and avoid running upon the said Works: Provided always, that such Lights shall not be set up without the previous Consent of the *Trinity House of Kingston-upon-Hull*.

Pier not to
project be-
yond a cer-
tain Line.

CLXXIX. And with respect to the said *Humber Piers and Steam Communication*, be it enacted, That, notwithstanding anything in this Act contained, neither the herein-before mentioned Pier nor any other permanent Work at *Kingston-upon-Hull* shall project into the Stream beyond a Line starting from the South-west Corner of the present West Pier of the Dock Basin there, and drawn Westward to the Bend in the Shore at High-water Mark at Spring Tides on the South Edge of the *Hull and Selby* Railway Embankment at *Dairy Coats Brickfield*.

Company
not to make
other Works
than those
authorized
by dissolved
Company.

CLXXX. And with respect to the said *Humber Piers and Steam Communication*, be it enacted, That nothing in this Act contained shall be held or construed to authorize the Company hereby incorporated to make or maintain any Works other than such as the Company hereby dissolved were authorized to make or maintain previous to the passing of this Act.

Width and
Height of
Openings of
Pier.

CLXXXI. And with respect to the said *Humber Piers and Steam Communication*, be it enacted, That the said Pier at *Kingston-upon-Hull* shall be constructed on Piles, with Openings of not less than Forty Feet each, and with a clear Headway of not less than Six Feet between the Soffit of the Platform and the Surface of the Water at High Water of ordinary Spring Tides, and without Struts.

Lights to be
hung out
during Con-
struction of
Works.

CLXXXII. And with respect to the said *Humber Piers and Steam Communication*, be it enacted, That during the Construction by the Company of the Works below High-water Mark at *Kingston-upon-Hull*, and until the same be completed, and also from and after the Completion thereof, the said Company shall cause to be hung out or exhibited on such Part of the said Works as the Lord High Admiral, or the Commissioners for executing the Office of Lord High Admiral, shall direct, every Night from Sunset to Sunrise, and by Day during foggy Weather, a good and sufficient Light or Lights, to be kept burning by and at the Expense of the said Company, for the Navigation and safe Guidance of Vessels, and which Light or Lights shall be from Time to Time altered by the said Company in such Manner and be of such Description and be so used as the said Lord High Admiral or the said Commissioners shall by Writing under the Hand of the Secretary of the Admiralty direct and approve of; and in case the said

CLXXXIII. And with respect to the said *Humber Piers and Steam Communication*, be it enacted, That if, after Working Drawings of the Works at *Kingston-upon-Hull* hereby authorized shall have been submitted to the Lord High Admiral of the United Kingdom, or to the Commissioners for executing the Office of Lord High Admiral, it shall be deemed expedient by him or them to order a local Survey and Examination of such Works, or of the intended Site thereof, the said Company shall defray the Costs of such local Survey and Examination, and the Amount thereof shall be a Debt due to Her Majesty from the Company, and if not paid upon Demand may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

CLXXXIV. And with respect to the said *Humber Piers and Steam Communication*, be it enacted, That, for the Purpose of securing for Vessels Access to the Pier at *Kingston-upon-Hull* at all Times of the Tide, it shall be lawful for the Company from Time to Time to dredge the Part of the said River *Humber* contiguous to the said Pier at *Kingston-upon-Hull* in such Manner as they shall think proper, subject to the Directions and Control of the Lords Commissioners of the Admiralty.

CLXXXV. And with respect to the said *Humber Piers and Steam Communication*, be it enacted, That it shall be lawful for the Company hereby incorporated to establish and maintain, within the Limits of Two hundred and twenty Yards, measured Westwards, from the Centre of the Haven or Creek of *New Holland* aforesaid, and such other Limits as comprise the said *Humber Piers and Steam Communication* at *New Holland* aforesaid, Steam or other Boats, Floats or Rafts, for the Conveyance of Carriages, Horses, Cattle, Goods, Wares, Merchandize, and other portable Articles, and Foot Passengers, over and across the River *Humber*, from any Part within the Limits aforesaid within the Parish of *Barrow-upon-Humber* in the Parts of *Lindsey* in the County of *Lincoln* to the Town or Borough of *Kingston-upon-Hull*, and back, and from Time to Time to do all other Things necessary for establishing, maintaining, regulating, and managing the said Communication, and making the same as useful and advantageous to the Public as may be; and all Persons, with Carriages, Horses, Cattle, Goods, Wares, and Merchandize, and all Foot Passengers, shall have Liberty to pass by the Boats of the Company from any Point within the Limits aforesaid in the said Parish of *Barrow-upon-Humber* to the Town or Borough of *Kingston-upon-Hull* aforesaid, and back, upon Payment of the respective Tolls herein-after granted.

CLXXXVI. And whereas with respect to the said *Humber Piers and Steam Communication* the Queen's most Excellent Majesty in
[Local.] 14 P right

right of Her
Crown for
Right of
Ferry and
Foreshore.

9 & 10 Vict.
c. 10.

right of Her Crown is seised and Owner of a Ferry beyond the Water of *Humber* at *Barton-upon-Humber*, and within the Metes of *Redclif* and *Twygraines*, to *Kingston-upon-Hull* aforesaid, and the Communication across the said River *Humber* by this Act authorized from within the Limits before mentioned at *New Holland* aforesaid to *Kingston-upon-Hull* aforesaid is or will be within the Metes of Her Majesty's said Ferry, and Her Majesty is entitled to the Foreshore upon which the Piers are to be constructed: And whereas, in compensation for the Damage done or which might be done to the Rights and Interests of Her Majesty, as Owner of the said Ferry and of the said Foreshore upon which the Piers were to be constructed, the Company hereby dissolved were by the herein-before mentioned Act passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her present Majesty, intituled *An Act for establishing a Steam Communication across the River Humber in connexion with the Great Grimsby and Sheffield Junction Railway*, required to pay to Her said Majesty, Her Heirs, Successors, and Assigns, for ever, the net annual Sum or yearly Rent-charge of Two hundred Pounds of lawful Money of *Great Britain*, free and clear of all Charges and Deductions, and such net annual Sum or yearly Rent-charge has been fully paid and satisfied up to the Fifth Day of *April* One thousand eight hundred and forty-nine: Be it enacted, That the Company hereby incorporated shall and they are hereby required to continue to pay to Her Majesty, Her Heirs, Successors, and Assigns, for ever, the said net annual Sum or yearly Rent-charge of Two hundred Pounds of lawful Money of *Great Britain*, free and clear of all Charges and Deductions, by Two equal half-yearly Payments on the Fifth Day of *April* and the Tenth Day of *October* in every Year, the next half-yearly Payment to be made on the Tenth Day of *October* One thousand eight hundred and forty-nine, and such annual Sum or yearly Rent-charge shall continue to be and hereby is chargeable and charged upon and issuing out of all and singular the Lands, Tenements, Goods and Chattels, Property and Effects of the said Company, wheresoever the same for the Time being may be found, and such annual Sum or yearly Rent-charge shall and may be recovered and recoverable, by or on behalf of Her Majesty, Her Heirs, Successors, and Assigns, in the same or the like Manner, and with the same or the like legal Incidents, as any Rent due to Her Majesty, Her Heirs, Successors, or Assigns, is or may be by Law recovered or recoverable.

Power for
Her Majesty
to enter upon
Wharfs, &c.
in case of
Nonpayment
of Rent-
charge.

CLXXXVII. And with respect to the said *Humber Piers and Steam Communication*, be it enacted, That if the said annual Sum or yearly Rent-charge, or any Part thereof, shall at any Time or Times be in arrear or unpaid for the Space of Twenty-one Days next after any or either of the half-yearly Days whereon the same shall become due, under the Reservation in this Act contained, then it shall be lawful for Her Majesty, Her Heirs, Successors, or Assigns, to enter into and upon the said Wharfs, Piers, Landing Places, and Approaches, and to take, hold, and enjoy the same, and the said Company and their Assigns, and all Tenants and Occupiers of the said Wharfs, Piers, Landing Places, and Approaches, from thence utterly to expel,

put out, and remove, and the Right of Passage across the River *Humber* by this Act given to or vested in the said Company shall thereupon absolutely cease and determine.

CLXXXVIII. And with respect to the said *Humber Piers and Steam Communication*, be it enacted, That nothing in this Act, or in any of the Acts herein recited or referred to, contained, shall restrain or prevent Her Majesty, Her Heirs or Successors, or the proper Officer or Officers of Her Majesty, Her Heirs or Successors, from granting to any other Person or Persons, or Body or Bodies whomsoever, and upon such Terms or Conditions as to Her Majesty, Her Heirs or Successors, or the proper Officer or Officers of Her Majesty, Her Heirs or Successors, shall seem fit, Licences or Permissions to establish and maintain Communications by means of Steam or other Vessels, or otherwise, for the Conveyance of Passengers, Carriages, Animals, Goods, Wares, or Merchandize across the said River, within the Limits of Her Majesty's Ferry aforesaid: Provided nevertheless, that no such Licence or Permission shall extend to authorize the Grantees therein named to land or embark Passengers, Carriages, Animals, Goods, Wares, or Merchandize within the Limits of Two hundred and twenty Yards, measured Westwards, from the Centre of the Haven or Creek of *New Holland* aforesaid.

Her Majesty not to be prevented from granting Licences.

CLXXXIX. And with respect to the said *Humber Piers and Steam Communication*, be it enacted, That, except within the Limits of Two hundred and twenty Yards, measured Westwards, from the Centre of the Haven or Creek of *New Holland* aforesaid, nothing in this Act, or in any of the Acts herein recited or referred to, shall extend to invalidate, lessen, prejudice, or abridge the Rights or Interests of the Queen's most Excellent Majesty, Her Heirs or Successors, as Owners of the Ferry across the River *Humber* from *Barton-upon-Humber* to *Kingston-upon-Hull* aforesaid, or to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, Prerogatives, or Authorities vested in or appertaining to the Queen's most Excellent Majesty, Her Heirs or Successors, in right of Her Crown, or otherwise howsoever.

Saving Rights of the Crown to Barton Ferry.

CXC. And with respect to the said *Humber Piers and Steam Communication*, be it enacted, That nothing in this Act contained shall be held to give to the said Company or to entitle the said Company to hold or enjoy any exclusive Right of Ferry.

No exclusive Right of Ferry to be exercised.

CXCI. And with respect to the said *Humber Piers and Steam Communication*, be it enacted, That if there be any legal established Ferry or Ferries across the River *Humber* between the Parts of *Lindsey* in the County of *Lincoln* and *Kingston-upon-Hull* which shall be injured, or the Owners or Lessees whereof shall be damnified, by the passing of this Act, or the carrying of the same into execution, the respective Owners and Lessees of such Ferry or Ferries shall be entitled to have and receive from the said Company Compensation for such Damage or Injury, and the Amount thereof shall be ascertained and settled, in case of Dispute respecting the same, in the Manner provided by the said Lands Clauses Consolidation Act, 1845 ;

Compensation to the Owners of existing Ferries.

and

and in case the Company shall dispute or intend to dispute the Right of Ferry in respect of which Compensation is so claimed, the Company shall, within Twenty-one Days after receiving Notice of such Claim, give a Notice in Writing to the Person so claiming Compensation of such Intention to dispute the Right of Ferry in respect of the Infringement of which such Compensation is claimed, and the Claimant shall thereupon be entitled to proceed by an Action at Law against the said Company for Infringement of his Right of Ferry, as if this Act had not been passed; but if the Claimant shall establish his Right of Ferry the Jury shall assess by way of Damages the Compensation to which the Claimant is entitled by reason of the passing of this Act.

Corporation of Hull not entitled to Compensation in respect to Right of Ferry, &c.

CXCII. And with respect to the said *Humber Piers and Steam Communication*, be it enacted, That the Corporation of the Mayor, Aldermen, and Burgesses of the Borough of *Kingston-upon-Hull* shall not be entitled to have or receive any Compensation from the said Company, under or by virtue of this Act or the said Lands Clauses Consolidation Act, for or in respect of any Right of Ferry from *Kingston-upon-Hull* into *Lincolnshire*, which the said Corporation may have or claim to have, or for or in respect of the Licence of using such Ferry by this Act conferred on the said Company.

Power to appoint Superintendent of Pier.

CXCIII. And with respect to the said *Humber Piers and Steam Communication*, be it enacted, That it shall be lawful for the Company to appoint a proper Person or Persons to be the Superintendent or Superintendents of the Piers, Wharfs, and Stations at *New Holland* and *Kingston-upon-Hull* respectively, and to suspend and remove every such Person at their Pleasure; and every such Superintendent shall have full Power and Authority to direct the Use of the said Piers, Wharfs, and Stations, and the mooring, unmooring, moving, or removing of all Steam Boats and other Vessels coming to the said Piers and Wharfs respectively, or lying at *New Holland* within One hundred Yards of any Part of any such Pier or Wharf, or at *Kingston-upon-Hull* within Fifty Yards from the Head of the Pier, and in such a Situation as to obstruct the Approach of Vessels thereto, and to appoint and direct the Time or Times and the Manner of such Steam Boats and Vessels coming to and leaving the said Piers and Wharfs respectively, and the Situations and Berths of such Steam Boats and other Vessels to land or deliver, lade or take in their respective Passengers and Goods, and to direct the Places at which such Goods shall be placed or to which they shall be removed; and if the Master or Commander of any Steam Boat or other Vessel, or any other Person having the Charge of any Goods, shall act contrary to the Directions, or refuse or neglect to obey the Directions, of such Superintendent, such Master, Commander, or other such Person offending shall be liable to a Penalty not exceeding Five Pounds.

Penalty on Superintendent for Misbehaviour.

CXCIV. And with respect to the said *Humber Piers and Steam Communication*, be it enacted, That if any Superintendent without reasonable Cause, or in an unreasonable or unfair Manner, exercise any of the Powers or Authorities vested in him by this Act, he shall

shall for every such Offence be liable to a Penalty not exceeding Five Pounds.

CXCV. And with respect to the said *Humber Piers and Steam Communication*, be it enacted, That it shall be lawful for the said Company and they are hereby authorized to ask, demand, recover, and receive, for passing across the *Humber* in the Company's Boats, including Wharfage, such Tolls as the Company shall from Time to Time direct, not exceeding the Tolls following; (that is to say,)

Power to
levy Tolls for
using the
Company's
Boats.

For every Coach, Chariot, Phaeton, or other such like Carriage, drawn by Two or more Horses, the Sum of Three Shillings :

For every Carriage, Gig, or Car, drawn by One Horse, the Sum of Two Shillings :

For every Waggon, Cart, Van, or other such Carriage, the Sum of Sixpence for each and every Wheel :

For every Horse or Mule, whether drawing or not drawing, ridden or not ridden, the Sum of Nine-pence :

For every Ass, the Sum of Three-pence :

For every Bull, Ox, Cow, Bullock, or Calf, the Sum of Sixpence :

For every Sheep or Lamb, the Sum of One Penny :

For every Pig or Dog, the Sum of One Penny :

For every Best-cabin or After-deck Passenger, the Sum of Six-pence :

For every Fore-cabin or Fore-deck Passenger, the Sum of Four-pence :

For all Timber, Deals, Iron, manufactured Articles, Goods, Wares, and Merchandize, as follows :

For every Ton Weight and upwards, the Sum of One Shilling and Sixpence *per* Ton, and so in proportion for a greater or less Quantity :

For all Flour, Corn, and other Grain and Seeds, the Sum of Two-pence *per* Sack :

For all Kinds of Fruit, the Sum of One Halfpenny *per* Bushel, or Two-pence *per* Sack :

For all Kinds of Meat and Fish, the Sum of Four-pence *per* Hundred Weight :

For every Package, Box, or Parcel of Goods or other Things, being above Fourteen Pounds Weight and under One hundred Pounds Weight, the Sum of Three-pence :

For every Package, Box, or small Parcel not exceeding Fourteen Pounds Weight, the Sum of Two-pence :

Which respective Tolls shall, if the Company so require, be paid before any Person, or any such Horse, Mule, Ass, Cattle, or Beast, or any such Carriage, Goods, or other Articles or Things as aforesaid, shall be permitted to embark or be embarked on board any Vessel belonging to the Company, and which said Tolls shall be and the same are hereby vested in the said Company and their Successors for the Purposes of this Act, and such Tolls shall be paid and payable for every Time of passing, and for all such Persons, Horses, and other Animals, and Carriages, as shall be landed from or embark on board Boats belonging to the said Company, upon or from any of the Piers, Wharfs, Landing Places, or Approaches erected or maintained by the Company under the Authority of this Act, having been conveyed

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and

and passed over and having been embarked for the Purpose of being conveyed or passed over the said River : Provided always, that no Charge shall be made for Passengers Luggage or Market Goods accompanying a Passenger if the same do not exceed the Weight allowed by this Act for First and Second Class Passengers respectively upon the said Railway.

Rates for
using Cranes,
Weighing
Machines,
&c.

CXCVI. And with respect to the said *Humber Piers and Steam Communication*, be it enacted, That it shall be lawful for the Company to erect or provide such Cranes, Weighing and other Machines, Conveniences, Weights, and Measures, upon the Piers, Wharfs, and Landing Places to be constructed or maintained by them under the Provisions of this Act, as they may think necessary, for loading, unloading, measuring, and weighing any Goods, Articles, or Things landed at or delivered from such Piers, Wharfs, and Landing Places, of which Cranes, Weighing and other Machines, any Person or Persons shall, subject to the Regulations established by the Company, be entitled to have the Use and Benefit, who may have Occasion so to do ; and the said Company shall and lawfully may charge and take for the Use thereof the Rates or Charges following ; (that is to say,)

For the Use of Crane and Labourage on Goods not weighing above Five Tons, the Sum of Eight-pence for each and every Ton, and so in proportion for a less Quantity than a Ton :

If weighing above Five Tons, the Sum of Two Shillings and Sixpence for each and every Ton, and so in proportion for a greater Quantity than Five Tons :

All Packages weighing less than Five Hundred Weight to be charged as Five Hundred Weight :

Which Rates are to include the Labourage of Persons to be provided by the said Company to work the said Cranes.

Persons em-
powered to
use Wharfs,
&c. on Pay-
ment of Toll.

CXCVII. And with respect to the said *Humber Piers and Steam Communication*, be it enacted, That it shall be lawful for all Persons to use the Wharfs, and Piers, Basins, and Works of the Company at *New Holland* and *Kingston-upon-Hull* respectively, upon Payment of the Rates following for the Use thereof at each such Place ; (that is to say,)

For every Passenger, inclusive of his Luggage or Market Goods, not exceeding One hundred Pounds Weight, One Penny :

For every Coach, Chariot, Phaeton, or other such like Carriage, drawn by Two or more Horses, Eight-pence :

For every Gig or Carriage drawn by One Horse, Four-pence :

For every Waggon, Cart, Van, or other such Carriage, Four-pence :

For every Horse or Mule, Two-pence :

For every Ass or Calf, One Penny :

For every Ox, Bull, Cow, or Bullock, One Penny :

For every Sheep or Lamb, Pig or Dog, One Halfpenny :

For Corn, Flour, Grain, and Seeds in Sacks, *per Sack* One Halfpenny ;

The same Articles in Bulk, *per Last* Sixpence :

Meat and Fish, Fruit and Vegetables, *per Hamper* or *Sack* One Halfpenny :

All other Goods, *per Ton* Three-pence :

And

And all Persons shall be entitled to lay their Boats and Vessels alongside the said Wharfs and Piers, and to moor the same thereto, and to load and unload their said Boats and Vessels from and upon the same, upon Payment of the said Wharfage and Cranage Rates by this Act authorized in respect of the said *Humber* Piers and Steam Communication, but so that the said Company shall be as little inconvenienced thereby as may be; and the Goods and Passengers so embarked and landed shall not be allowed to remain on the said Wharfs or Piers longer than shall be needful for the Purposes aforesaid, and it shall be lawful for them to pass, repass, go, and be conveyed to and from the said Wharfs without incurring any other Payment than the said Wharfage Rates.

CXCVIII. And with respect to the said *Humber Piers and Steam Communication*, be it enacted, That if any Person subject to the Payment of the Tolls hereby made payable, or any of them, shall, after Demand made thereof by any Collector appointed to receive the same, neglect or refuse to pay the same, it shall be lawful for such Collector to stop and prevent the Passage of the Person so neglecting or refusing, or of the Horse, Beast, or Cattle for or in respect of which such Tolls ought to be paid, until full Payment thereof, or after the Passage to seize and distrain any Horse or other Cattle or Beast, together with their Bridles, Saddles, Gears, Harness, or Accoutrements, or any Carriage drawn by such Cattle or Beasts, or any Goods, Chattels, or Things which may have so passed; and if such Tolls, and the reasonable Charges of such Seizure and Distress, shall not be paid within the Space of Three Days next after such Seizure and Distress made, the Person so seizing and distraining may sell the Horse and Horses, Cattle, Carriages, Goods, Chattels, or Things, so seized and distrained, or any Part thereof, returning the Overplus (if any), and what shall remain unsold, upon Demand, to the Owner thereof, after such Tolls, and the reasonable Charges occasioned by such Seizure, Distress, and Sale, shall be deducted.

Power to stop Persons refusing to pay Toll, and distrain Horses, &c. for the same.

CXCIX. And with respect to the said *Humber Piers and Steam Communication*, be it enacted, That if any Person shall forcibly embark on board any of the Boats of the Company without having paid the said Tolls, or shall assault, interrupt, or obstruct any Person employed in the Collection of the said Tolls, every Person so offending in any of such Cases shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds.

Penalty on Persons embarking on board Boats without Payment of Toll.

CC. And with respect to the said *Humber Piers and Steam Communication*, be it enacted, That in case any Dispute shall happen about the Amount of Toll due, or the Charges of keeping or selling any Distress made for Nonpayment of such Toll, it shall be lawful for the Collector, or the Person distraining, to retain such Distress, or the Money arising from the Sale thereof, as the Case may be, until the Amount of Toll due, and the Charges of keeping and selling the Distress, be ascertained by some Justice, who, upon Application made to him for that Purpose, shall examine the Matter upon Oath of the Parties (which Oath every Justice is hereby authorized to administer), and shall determine the Amount of Toll due and other Matters in dispute

For settling Disputes concerning Tolls.

dispute between the Parties, and may also award such Costs to be paid by either Party to the other as to such Justice shall seem just and reasonable; all which Costs, in case the same shall not be forthwith paid, shall and may be levied and recovered under the Provisions of the Companies Clauses Consolidation Act, 1845.

No undue
Preference
to be given.

CCI. And with respect to the said *Humber Piers and Steam Communication*, be it enacted, That the Company hereby incorporated, their Agents and Servants, shall not give any undue Preference to any Persons in respect of the mooring of Vessels, or the placing of Goods upon the Piers, or in respect of the loading or unloading of Animals, Carriages, or Goods which shall have passed or which shall be about to pass along the said Railway or any Railway connected therewith, as against other Persons, Animals, Carriages, or Goods of a like Nature, or to any Persons, Animals, Carriages, or Goods whatsoever, as against any other Persons, or other similar Animals, Carriages, or Goods whatsoever, as respects the Use of the Steam Communication so established as aforesaid, or of the Cranes, Piers, Wharfs, Landing Places, or Approaches thereto, or as respects the Tolls to be taken by virtue of this Act, either as respects the Amount thereof or in any other Way whatever; and in case the said Company, their Agents or Servants, shall give any such undue Preference, the said Company, Agent, or Servant respectively shall for every such Offence forfeit and pay the Sum of Ten Pounds, to be recovered and applied in the Manner directed by the said Railways Clauses Consolidation Act.

Listsof Rates
to be placed
on Boards,
and affixed
in some con-
spicuous
Place.

CCII. And with respect to the said *Humber Piers and Steam Communication*, be it enacted, That the Company shall from Time to Time cause to be painted or placed on Boards in large and legible Characters, and affixed on some conspicuous Part of the Piers or Approaches of the Passage across the said River, a List of the several Rates which shall be from Time to Time to be paid to the Company for or in respect of such Passage, or for using the said Cranes, Weighing and other Machines, or for Wharfage, as herein mentioned; and no Toll shall be payable to the Company in respect of the Passage by this Act authorized during such Time as such Lists shall not continue so affixed: Provided always, that if any such List shall be destroyed, injured, or obliterated, the Rates shall continue to be payable during such Time as may be reasonably required for the Restoration or Reparation of such List, in the same Manner as if such Lists had continued affixed and in the State required by this Act.

Penalty on
defacing
Boards.

Exemption
from Rates
of certain
Vessels.

CCIII. And with respect to the said *Humber Piers and Steam Communication*, be it enacted, That nothing in this Act contained shall extend to charge with Rates or Duties, or to regulate or subject to any Control, any Vessel belonging to or employed in the Service of Her Majesty, Her Heirs and Successors, or any Member of the Royal Family, or in the Service of the Customs or Excise, or of the Corporation of *Trinity House of Deptford Strond*, or of the Corporation of *Trinity House of Kingston-upon-Hull*, or the Commissioners of Northern Lights, using the Piers, Wharfs, Basin, Jetty, and Works hereby vested in the said Company, or authorized to be constructed

or

or maintained in connexion therewith, and not conveying Goods for Hire, or any Packet Boat or Post Office Packet, being a Packet Boat or Post Office Packet as defined under the Provisions of any Act relating to the Post Office, or any Post Office Bag of Letters conveyed by any such Packet Boat or Packet, or by any other Vessel whatsoever, or any of the Officers or Persons employed in the Service of the Admiralty, Ordnance, Customs, Excise, or Post Office, or their Baggage, or any Vessel or Goods being under Seizure by the Officers of the Revenue, or any Navy, Victualling, or Ordnance Stores, or other Stores or Goods for the Service of or being the Property of Her Majesty, or any Troops landed upon or delivered or disembarked from any of the Works hereby authorized to be constructed, or their Baggage, but all such Vessels, Officers, or Persons as aforesaid shall have the free Use of the Piers, Wharfs, Basin, Jetty, and Works hereby authorized, without any Charge or Rate being made for using the same: Provided always, that if any Person claim and take the Benefit of any such Exemption as aforesaid without being entitled thereto he shall for every such Offence be liable to a Penalty not exceeding Ten Pounds.

CCIV. And with respect to the said *Humber Piers and Steam Communication*, be it enacted, That nothing in this Act contained shall extend or be construed to extend to take away, impeach, diminish, injure, lessen, change, affect, alter, or destroy any of the Rights, Dues, Titles, Estates, Interests, Powers, Privileges, and Immunities now vested in the Dock Company at *Kingston-upon-Hull*, or to which they are or shall or may be entitled, but they shall have, use, and exercise the same as fully and freely in all things as they could or might have done had this Act not been passed, except so far as the same may have been expressly taken away by the Terms of this Act.

Nothing to diminish the Rights of the Dock Company at Kingston-upon-Hull.

CCV. And with respect to the said *Humber Piers and Steam Communication*, be it enacted, That nothing in this Act contained shall extend or be construed to extend to take away, impeach, diminish, injure, lessen, change, affect, alter, or destroy any of the Rights, Dues, Titles, Estates, Interests, Powers, Privileges, and Immunities now vested in the Mayor, Aldermen, and Burgesses of the Borough of *Kingston-upon-Hull*, or to which they are or shall or may be entitled, but they shall have, use, and exercise the same as fully and freely in all things as they could or might have done had this Act not been passed, except so far as the same may have been expressly taken away by the Terms of this Act.

Nothing to diminish the Rights of the Corporation of Hull.

CCVI. And with respect to the said *Humber Piers and Steam Communication*, be it enacted, That nothing in this Act contained in reference to the said *Humber Piers and Steam Communication* shall extend to take away, impeach, diminish, change, or affect the Right, Title, Estate, and Interest of any Person or Persons, Bodies Politic and Corporate, but all such Person and Persons, Bodies Politic and Corporate, shall have, use, and exercise all such Right, Title, Estate, and Interest as they, or every or any of them, legally had, possessed, or by Law could or might possess or enjoy, immediately

General Saving of Rights in respect of Ferries.

before the passing of this Act, in respect of any Right of Ferry or any Right of Passage in, upon, or across the said River *Humber*, except so far as such Rights may be limited or extinguished by Compensation or otherwise under the Powers of this Act; but so always that nothing shall prevent, limit, or destroy the Licence hereby given to the said Company to use, exercise, and enjoy the Right of passing to and fro upon the *Humber* herein-before mentioned.

Power to
take Tolls on
Railways.

CCVII. And with respect to the said *Railway Undertaking*, be it enacted, That the Company hereby incorporated may lawfully demand and receive, in respect of the Use of the Railways comprised in their Railway Undertaking, and of all other their Railways, any Rates, Tolls, and Charges not exceeding the Rates, Tolls, and Charges following; (that is to say,)

For every Passenger conveyed in or by any Express Train, or in a First-class Carriage by any other Train, the Sum of Two-pence *per Mile*:

For every Passenger conveyed in a Second-class Carriage by any such other Train, the Sum of One Penny Halfpenny *per Mile*:

For every Passenger conveyed in a Third-class Carriage by any such other Train, the Sum of One Penny *per Mile*:

For Cattle,
Goods, &c.

And with respect to Horses, Cattle, Carriages, and Goods as follows:

For every Horse, Mule, and other Beast of Draught or Burden, Two-pence *per Mile*:

For every Ox, Cow, Bull, or Neat Cattle, the Sum of One Penny Halfpenny *per Head per Mile*:

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

For every Carriage, of whatever Description, having more than Two Wheels, and 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, Four-pence *per Mile*; and a like Sum of Four-pence *per Mile* for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh:

For Dung, Compost, and all Sorts of Manure, Lime, Limestone, and Salt, and all undressed Materials for the Repair of public Roads, the Sum of One Penny *per Ton per Mile*:

For all Coal, Slack, Cannel, Coke, Culm, and Cinders passing any Distance not exceeding Fifty Miles, the Sum of Three Farthings *per Ton per Mile*, and if passing a Distance exceeding Fifty Miles, Five Eighths of a Penny *per Ton per Mile* for the whole Distance travelled; and where the same passes any Distance exceeding Fifty Miles the Company may demand and receive Tolls as for Fifty Miles at the least, at the Rate of Three Farthings *per Ton per Mile*:

For Charcoal, Stones for building, pitching, and paving, Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Sheet Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandize, One Penny Halfpenny *per Ton per Mile*:

For

For Sugar, Grain, Corn, Flour, Hides, Dyewoods, Manchester Packs, Earthenware, Timber, Staves, Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, the Sum of Two-pence *per Ton per Mile*:

For Cotton and other Wools, Drugs, and manufactured Goods, and all other Articles, Matters, and Things, the Sum of Three-pence *per Ton per Mile*:

Provided always, that with respect to all Persons and Things passed over the Railway for a less Distance than Six Miles the Company hereby incorporated may demand Tolls as for Six Miles.

CCVIII. And with respect to the said *Railway Undertaking*, be it enacted, That the Company hereby incorporated may lawfully demand and receive, as their maximum Rate of Charge for the Conveyance of Passengers along the Railways comprised in their Railway Undertaking and other their Railways, including the Tolls for the Use of the Railway, and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance, except Government Duty, any Rates or Sums not exceeding the Rates or Sums following; (that is to say,) Maximum Rates of Charges:

For every Passenger conveyed in or by any Express Train, or in a First-class Carriage by any other Train, the Sum of Three-pence *per Mile*: For Passengers:

For every Passenger conveyed in a Second-class Carriage by any such other Train, the Sum of Two-pence *per Mile*:

For every Passenger conveyed in a Third-class Carriage by any such other Train (except a Government Train), the Sum of One Penny Halfpenny *per Mile*:

And with respect to the Conveyance of Goods the Company hereby incorporated may lawfully demand and receive, as their maximum Rate of Charge for the Conveyance thereof along the Railway, including the Tolls for the Use of the Railway, and Waggon or Trucks and locomotive Power, and every Expense incidental to such Conveyance, except a reasonable Sum for loading, covering, and unloading of Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are or is performed by the Company, and except a reasonable Sum for warehousing and Wharfage of Goods, or for any other extraordinary Services performed by the Company, any Rates or Sums not exceeding the Rates or Sums following; (that is to say,) For Goods, Cattle, &c.

For every Horse, Mule, and other Beast of Draught or Burden, Five-pence *per Mile*:

For every Ox, Cow, Bull, or Neat Cattle, the Sum of Two-pence *per Mile*:

For every Calf or Pig, One Penny *per Mile*:

For every Sheep, Lamb, or other small Animal, Three Farthings *per Mile*:

For every Carriage, of whatever Description, having more than Two Wheels, and not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton and a Half, Five-pence *per Mile*, and if having only Two Wheels, Four-pence *per Mile*:

For

For Dung, Compost, and all Sorts of Manure, Lime, Limestone, and Salt, and all undressed Materials for the Repair of public Roads, the Sum of One Penny Farthing *per Ton per Mile* :

For all Coal, Cannel, Coke, Culm, and Cinders conveyed any Distance not exceeding Fifty Miles the Sum of One Penny and One Eighth *per Ton per Mile*, and if conveyed for any Distance exceeding Fifty Miles Seven Eighths of a Penny *per Ton per Mile* on the whole Distance travelled :

For Charcoal, Stones for building, pitching, and paving, Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Sheet Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandize, the Sum of One Penny Three Farthings *per Ton per Mile* :

For Sugar, Grain, Corn, Flour, Hides, Dyewoods, Manchester Packs, Earthenware, Timber, Staves, Deals, Metals (except Iron), Hardwares in Packages or Cases, Nails, Anvils, Vices, and Chains, the Sum of Two-pence Halfpenny *per Ton per Mile* :

For Cotton and other Wools, Drugs, and manufactured Goods, the Sum of Three-pence *per Ton per Mile* :

For Fish, Feathers, Canes, Cochineal, Furniture, Hats, Shoes, Toys, and all other Articles, Matters, and Things, the Sum of Four-pence *per Ton per Mile* :

Regulations
as to Tolls.

And the following Regulations shall apply to such maximum Rates and Charges :

The Company shall be at liberty to fix a minimum Charge of Ten Shillings to be taken for each Carriage, and of Five Shillings for every Horse, conveyed upon the Railway, notwithstanding the Charge for the Distance for which such Carriage or Horses respectively may be conveyed according to the Rates aforesaid may not amount to those Sums :

The Company shall not be compellable to provide Waggon or Carriages for the Conveyance of Coal, Cannel, Slack, Culm, Coke, or Cinders; but where such Waggon or Carriages are not provided by the Company a Deduction of One Eighth of a Penny *per Ton per Mile* shall be made from the above Rates of Carriage for as many Miles as the Company shall charge the said Rates :

Where any of the before-mentioned Articles, Matters, Persons, or Things shall be conveyed on the Railway for a less Distance than Six Miles the Company are hereby empowered to demand and receive the aforesaid Charges, Rates, or Tolls, as the Case may be, for Six Miles :

Where a Waggon for the Carriage of Cattle or Sheep shall be conveyed by One Party, the Charge for any such Waggon capable of containing Six Oxen or Twenty-five Sheep shall not exceed Nine-pence *per Mile* :

And with respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight :

With

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity.

CCIX. And with respect to the said *Railway Undertaking*, be it enacted, That as regards small Packages, and single Articles of great Weight, notwithstanding the Rate of Tolls prescribed by this Act, the Company may lawfully demand the Tolls following; that is to say, Tolls for small Parcels and Articles of great Weight.

For the Carriage of small Parcels, that is to say, any Parcel not exceeding Five hundred Pounds Weight, the Company may demand any Sum which they may think fit: 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:

For the Carriage of any 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 Eight-pence *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 any such Sum as they think fit.

CCX. Provided always, and be it enacted, with respect to the said *Railway Undertaking*, That nothing herein contained shall be held to prevent the Company hereby incorporated from taking any increased Charge, over and above the Charges herein-before limited, for the Conveyance of Goods of any Description by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance thereof by Passenger or other Trains, or by reason of any other special Service performed by the said Company in relation thereto, and also any reasonable Sum (not exceeding, in case of Dispute, such Sum as may be limited by the Commissioners of Railways,) by way of Hoistage, Pontage, Toll, or otherwise, in consideration of the Construction or Employment or Use by the said Company of any Hoist or any Bridge or other important Work which may belong to or be employed or used by the Company hereby incorporated. Company may take increased Charges by Agreement.

CCXI. And with respect to the said *Railway Undertaking*, be it enacted, That the Company hereby incorporated shall and they are hereby required, from Time to Time and at all Times, to find and provide sufficient locomotive Power, when and as the same shall be required, and as soon as an adequate and sufficient Load shall be in readiness to convey all Merchandize, Articles, empty Waggon, Matters, and Things upon and along the Railway. Company to provide locomotive Power.

Passengers
Luggage.

CCXII. And with respect to the said *Railway Undertaking*, be it enacted, That every Passenger travelling upon the Railway in a First-class Carriage may take with him his ordinary Luggage, not exceeding One hundred and twelve Pounds in Weight; and every Passenger travelling in a Second-class Carriage may take with him his ordinary Luggage, not exceeding Sixty Pounds in Weight; and every Passenger travelling in a Third-class Carriage may take with him his ordinary Luggage, not exceeding Forty Pounds in Weight, without any Charge being made for the Carriage.

Penalty on
Collector of
Tolls for
certain
Offences.

CCXIII. And with respect to the said *Railway Undertaking*, be it enacted, That every Collector of Tolls who shall commit any of the following Offences shall forfeit a Sum not exceeding Ten Pounds for each such Offence; (that is to say,)

If he do not put up a Toll Board, and keep the same in its Place during the whole Time he is on Duty, according to the Provisions in that Behalf contained in the said recited Railways Clauses Consolidation Act:

If he either refuse to permit any Person to read or in any way hinder any Person from reading the Inscription on such Board:

If he refuse to tell his Christian Name and Surname to any Person demanding the same, who shall have paid or tendered the Tolls demanded of him, or if he give a false Name to any such Person:

If he demand or take a greater or less Toll from any Person than he shall be authorized to do by virtue of this Act, and of the Orders of the Company made in pursuance thereof:

If upon the legal Toll being paid or tendered he do unnecessarily detain or wilfully hinder any Carriage or any Person from passing upon the Railway:

If he make use of any scurrilous or abusive Language to any Passenger upon or to any Person lawfully using the Railway.

Restriction
as to Charges
not to apply
to Special
Trains.

CCXIV. Provided always, and be it enacted, with respect to the said *Railway Undertaking*, That the Restriction as to the Charges to be made for Passengers shall not extend to any Special or Extra Trains that may be required 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 said Railway.

Railway
Company to
be subject to
Provisions of
1 & 2 Vict.
c. 98.,
3 & 4 Vict.
c. 97.,
5 & 6 Vict.
c. 55.,
7 & 8 Vict.
c. 85.,
9 & 10 Vict.
cc. 57. 105.

CCXV. And whereas, with respect to the said *Railway Undertaking*, an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the 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 by any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation*
to

to Railways; and Two Acts were passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her present Majesty, one thereof intituled *An Act for regulating the Gauge of Railways*, and the other *An Act for constituting Commissioners of Railways*; and another Act was passed in the Session of Parliament held in the Eleventh and Twelfth Years of the Reign of Her present Majesty, intituled *An Act to give further Time for making certain Railways*: Be it enacted, That nothing in this Act contained shall be held to exempt the Railways by this Act vested in or authorized to be made or completed by the said Company, or any of such Railways, or the said Company, from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect of the said Railways and Company, so far as the same shall be applicable thereto.

and 11 & 12
Vict. c. 3.

CCXVI. And with respect to the said *Railway Undertaking*, be it enacted, That nothing in this Act contained shall be deemed or construed to exempt the Railways by this Act vested in or authorized to be made or completed by the said Company, or any of such Railways, from the Provisions of any general Act relating to such Act, or of any general Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or 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.

Railway not
exempt from
Provisions
of future
general
Railway
Acts.

CCXVII. And with respect to the *Grimsby Haven and Old Dock*, be it enacted, That, subject to the Provisions of this Act, it shall be lawful for the Company hereby incorporated to maintain the said Haven and Old Dock, both above and below the existing Lock, to and adjoining such Dock.

Power to
maintain the
Haven and
Old Dock.

CCXVIII. And whereas with respect to the said *Grimsby Haven and Old Dock* it was by the said Act passed in the Thirty-sixth Year of the Reign of King *George* the Third enacted, that it should be lawful for the said Haven Company and they were thereby authorized and empowered, from and after the passing of that Act, by themselves, their Deputies, Agents, Officers, Workmen, Servants, and Assistants, to widen, deepen, and render more straight and convenient, by new Cuts or otherwise, the said Haven, extending from the Two Sluices or Bridges in the Port of *Great Grimsby*, and which were at the Extremities of the South and West Branches of the said Haven, to or near to a certain Place called the *Coal Hill* in the Parish of *Great Grimsby* aforesaid, and to vary or alter the said Haven by making a new Cut from thence into the said River *Humber*, so as at Low-water Mark in the said River there might be a greater Depth of Water at the intended Mouth or Entrance into the said Haven, when so altered, than there was at the Time of the passing of such Act at the Mouth of the said Haven in its then present State; and in order to improve and complete the Navigation of the said Haven, and the several other Works by such Act authorized to be done and executed, the said Haven Company were empowered, by themselves,

Reciting
Power for the
Haven Com-
pany to make
the several
necessary
Works for
the Improve-
ment of the
Navigation
of the Haven.

their

Reciting
Power for
Haven Com-
pany to
make Lock,
to take the
Water of
Freshney
and the
several
Springs
called Blow
Wells.

their Deputies, Officers, Agents, Workmen, Servants, and Assistants, to dig and cut or raise the Banks of the said Haven where the same should be necessary, and also to cut and make use of the Soil of any Person or Persons, Bodies Politic, Corporate, or Collegiate, in doing such Works or accomplishing such Purposes as aforesaid, and also to dig up, remove, and take away all Beds of Earth, Gravel, Clay, or Sand, and all other Obstructions and Impediments whatsoever, which might hinder or prevent Rafts, Boats, Lighters, Sloops, Ships, or other Vessels from being navigated or towed up the said Haven, so as to make and maintain a complete and effectual Navigation at common Neap Tides between the said River *Humber* and the Part or Place in the said Haven, when so varied or altered, where a Lock (being the Lock now existing) was then intended to be erected and fixed, for Ships or other Vessels drawing at least Twelve Feet Water : And whereas with respect to the said *Grimsby* Haven and Old Dock it was by the said Act passed in the Thirty-sixth Year of the Reign of King *George* the Third enacted, that it should be lawful for the said *Grimsby* Haven Company and they were thereby required, at or near the intended Mouth or Entrance of the said Haven, to fix One or more Buoy or Buoys, and also in or upon such Part of the said Haven as was above the Point or Place called *Greenshore End* to erect and fix One or more Lock or Locks, with Sea Gates for the Exclusion of the Tide, and also to erect and build at or near the East Side of the said Lock a Watch-house for Persons to reside therein, to have the Care and Management of the said Lock, and receive the Rates and Duties granted by that Act ; and as well for the better scouring out the Outfall of the said Haven, and for Prevention of the same warping up, as for occasionally supplying that Part of the said Haven lying within or above the said Lock, and in which Part a certain and sufficient Quantity of Water should be pounded up, the said Haven Company should and might and they were thereby authorized and required to make, and from Time to Time to cleanse and keep open, so many and such Cuts or Trenches from the several Springs, and from the Lands and Grounds lying within the Open Fields, Common Pastures, and other Grounds situated on the East and West Sides of the Town of *Great Grimsby* aforesaid, and also from all and every or any of the Springs or Pools of Water usually called or known by the Name of Blow Wells, lying by the Side of or near to any of the Drains or Watercourses within the Parishes of *Great Grimsby* and *Little Coates* which communicated or discharged their Waters into the said Haven, and also from the several Springs, Pools, or Blow Wells lying by the Side of or near to the Beck or River called *Freshney*, in the Parishes of *Little Coates* and *Great Coates*, or contiguous thereto, as the said Haven Company should think necessary for conveying the Water from and out of the said several Lands and Grounds, Springs, Pools, or Blow Wells into the said Drains or Watercourses and the said Beck respectively, but so nevertheless that such Springs, Pools, or Blow Wells should not be at any Time drained off or so much exhausted by means of any such Drainage as to be no longer capable of affording a necessary Supply of Water to and for the Use of the respective Occupiers of the several Lands and Grounds lying within the several Parishes aforesaid or any or either of them, and so also that nothing in the said Act contained

should

should extend to authorize and empower the said Haven Company, or any Person or Persons employed by or under them, to take any of the Waters out of or from certain Blow Wells from which the Lands and Grounds lying within the said Parish of *Great Coates* were then supplied by means of a Pipe laid across the said Beck or River for that Purpose (except so much of such Water as might fall over a Bay which should be erected or raised Twelve Inches above the Level of the Mouth of the said Pipe so conveying the Water from and out of the said Blow Wells into the said Lands and Grounds in *Great Coates* aforesaid); and the said Haven Company were also thereby empowered to take, turn, divert, and convey all and every the Waters from and out of the said Beck or River called *Freshney* which ran in or between the several Parishes of *Little Coates*, *Great Coates*, and *Great Grimsby* into the Cuts, Drains, or Ditches which should and might be made, widened, deepened, enlarged, and straightened within the said Parishes of *Little Coates* and *Great Grimsby*, to communicate from the said Beck or River to the said Haven, and in or upon the said Beck or River to make, set down, and erect such Cloughs, Weirs, or Sluices as should be thought requisite for turning and diverting the Course and Current of the Water of the said Beck or River as aforesaid, and for carrying down the same through and along the old Channel thereof, as after mentioned; provided nevertheless, that such Clough, Weir, or Sluice should be drawn at least once in every Week, or oftener, if Occasion should require, and the Clough, Sluice, or Weir which should be fixed in, upon, or next to any of the Drains which should be made or enlarged for receiving the Water of the said Beck or River called *Freshney* should be put or let down in order that such Water might have its usual and accustomed Currency into the said River *Humber*, and in order also to prevent such Beck or River from being silted or warped-up, and so as that the same might at all Times and Seasons of the Year be a good and sufficient Division Fence between the said several Lordships of *Little Coates*, *Great Coates*, and *Great Grimsby* aforesaid; and also that the said Haven Company should, if required by the Proprietor or Proprietors of any of the Lands or Grounds adjoining upon the said Haven, or any of the Drains, Cuts, or Ditches leading thereto or communicating therewith, where the Water should be held up above the Surface of the said Lands, make Soak-dikes for the better Preservation and Drainage of such Lands respectively, and which Soak-dikes, where the Ground would admit thereof, should, if required by the Proprietors of the said Lands, be made to discharge their respective Waters into the said Haven at the Foot of the Lock to be erected therein, or into some of the Drains or Watercourses falling into or communicating with the said Haven; and also that the said Haven Company should be and they were thereby authorized and empowered, within or upon the said Haven, and the said several Cuts, Drains, or Ditches thereby authorized to be respectively altered, varied, made, straightened, and enlarged, and in and upon the Lands adjoining or near the same respectively, to erect, build, and make any new or fresh Sluices or Floodgates, or remove, lengthen, or enlarge those then standing at the Two upper Extremities of the said Haven, and also such and so many Piers, Jetties, Floodgates, Culverts, Weirs, Pens for Water, Staunches, Houses, Warehouses, and all such other Works and Conveniences,

To make
other neces-
sary Works,
&c.

veniences, not therein particularly mentioned, as the said Company should think requisite and necessary for or relating to the carrying that Act and the several Purposes thereof into full and complete Execution, and also from Time to Time, when and so often as Occasion should require, to remove, displace, alter, repair, and amend the same, and all and every or any of them, and to make, widen, and enlarge any Bridges, Ways, Roads, Passages, and other Works or Conveniences, as well for the carrying and conveying of Goods, Commodities, and other Things to and from the said Haven, as for the carrying and conveying of all manner of Materials necessary for the making, erecting, furnishing, altering, removing, repairing, amending, widening, enlarging, or straightening the said Works of and belonging to the said Haven and Undertaking, and also to place, lay, work, and manufacture any Materials on the Ground near to the Place or Places where the said Works or any of them should be made, erected, repaired, or done, and to build and construct the said Lock or Locks, and the several Sluices, Bridges, Works, and Erections belonging thereto, and also to make, set up, and appoint such Towing Paths, Banks, Roads, and Ways convenient for towing, haling, or drawing of Sloops, Ships, and other Vessels passing in, through, or upon the said Haven, as they the said Haven Company should think convenient, such Towing Paths not to be more than Fifteen Feet wide at the Top of the Bank, and to be made and constructed for towing or haling with Men only, and to construct and keep in repair any Bridges, Arches, Passages, and other Works in, upon, and across any Brooks, Drains, or Ditches, for the making, using, maintaining, and repairing of the said Haven, and the Towing Paths on the Sides thereof, and also to construct, erect, make, and do all and every other Matter and Thing whatsoever which they the said Haven Company should think necessary and convenient for the making, effecting, extending, preserving, improving, completing, and using of the said Haven and the Navigation thereof, in pursuance of and according to the true Meaning of that Act, they the said Haven Company doing as little Damage as might be in the Premises, and making Satisfaction in manner therein mentioned to the Owners and Proprietors of such Lands, Tenements, or Hereditaments, Waters, Watercourses, Becks, Brooks, or Rivers respectively, as should be taken, used, removed, diverted, or prejudiced, for all Damages to be by them sustained in or by the Execution of all or any of the Powers of that Act; save and except to the Mayor and Burgesses of the Town and Borough of *Great Grimsby* aforesaid, who, for the better facilitating the said Undertaking, and in consideration of the great Advantage they would derive therefrom, had agreed to relinquish all Right, Claim, and Demand to any Sum or Sums of Money, Rent or Rents, which they otherwise might have or claim for or in respect of the Land or Ground of or belonging to them the said Mayor and Burgesses which should or might be necessarily had or used, damaged, or injured by the said Company in carrying the said Undertaking into execution, or other the necessary Purposes of that Act, such detached Pieces of Ground as therein mentioned being conveyed to them by the said Haven Company, in case the Creek thereto adjoining should be wanted to be enlarged and straightened; and that Act should be sufficient to indemnify the said Haven Company, their Agents, Officers,

Officers, Workmen, and Servants, and all other Persons whomsoever, for what they or any of them should do by virtue of the Powers thereby granted, subject nevertheless to such Provisions and Restrictions as were therein-after mentioned and contained; provided always, nevertheless, that it should not be lawful for the said Company to take more than Four hundred Square Yards of Land in the whole from the Estates of *Charles Lord Yarborough, George Robert Heneage and George Tennyson*, Esquires, for the Purpose of erecting Houses, Warehouses, or other Buildings thereon, nor should any Part of any of such Houses or other Buildings extend in front next the said Haven more than Fifteen Yards, without the Consent of the Owners and Proprietors of such Land respectively: And whereas, with respect to the said *Grimsby* Haven and Old Dock, it was by the said Act passed in the Thirty-sixth Year of the Reign of King *George* the Third enacted, that it should and might be lawful for all and every the Owners and Proprietors of the Lands and Grounds lying on each Side of the said Haven from and between the Place called the *Coal Hill* and the said Two Sluices at or near the East End of the Town of *Great Grimsby* aforesaid, at their own proper Charge and Expense, to make such Erections, Buildings, Walls, and Staiths on their said Lands lying on each Side of the said Haven from and between the said Place called the *Coal Hill* and the said Sluices, so soon as the said Haven should be widened, deepened, enlarged, and straightened, as was thereby authorized, for the making the same convenient and complete Quays, Wharfs, or Landing Places, without any Interruption, Let, or Disturbance of, from, or by the said Haven Company, or any of their Agents or Servants, and without being liable to have the same, or any of them, or any Part thereof, at any Time afterwards removed, taken down, or altered, so as any of such Works or Erections should not project into the said Haven more than Six Feet, and so as all such Places should be open at all Times to the Officers of His Majesty's Revenues: And whereas with respect to the said *Grimsby* Haven and Old Dock it was by the said Act passed in the Thirty-sixth Year of the Reign of King *George* the Third enacted, to the end that the said Navigation might be improved with as little Damage to private Property as possible, the said *Grimsby* Haven Company should and they were thereby required to make or cause to be made such Bridges, Arches, Tunnels, Drains, or other Passages over the several Cuts, Drains, or Ditches aforesaid as should be sufficient at all Times to convey the Water from and permit the Occupation of the Lands adjoining or lying near thereto, without obstructing or impeding the same by reason or means of such enlarging, straightening, altering, and making the said Cuts, Drains, or Ditches, and also should divide and separate, and keep constantly divided and separated, the Towing Paths on the Side or Sides of the said Haven from the Lands or Ground adjoining to such Towing Paths, with a sufficient Post and Rail, Ditch, Trench, or Bank, or other Fence, sufficient to keep in Sheep or other Cattle, to be set and made on the Lands and Grounds which the said Company should become possessed of for the several Purposes in the said Act expressed, and also should make, erect, and set up such and so many convenient Gates, Bridges, Stiles, and other Conveniences in, through, and over the Ditches and Fences to be by them so made on the Sides of such Towing Paths as aforesaid, and

Reciting
Power for
Proprietors
of certain
Ground ad-
joining the
Haven to
make Quays.

Reciting
Provision to
make Tun-
nels, &c. for
Convenience
of the Occu-
piers of ad-
joining Land.

Reciting
Power for
Haven Com-
pany, in
Cases of
Floods, to
enter Lands
to get Mate-
rials for
Repair of
Damages.

Reciting
Power for
Haven Com-
pany to
cleanse ad-
joining
Water-
courses at
Landowners
Expense.

and also such and so many Bridges and Passages over, under, or through the said Trenches, Streams, and Watercourses, and of such Dimensions and in such Manner as should from Time to Time be judged necessary and appointed for the Use of the Owners and Occupiers of the Lands and Grounds, Hereditaments and Premises adjoining to such intended Trenches, Streams, Watercourses, and Towing Paths, or any of them respectively; and the said Company should not make any Cut, Trench, or Watercourse, or any Part thereof, in or across any common Highway, public Bridleway or Footpath, until such Time as the said Company should have made and perfected a Bridge or Bridges over, or convenient Passages through, or Arch or Arches under the said Place or Places where the said Cuts, Trenches, or Watercourses respectively should be intended to be made for such Road, Way, or Path: And whereas with respect to the said *Grimsby* Haven and Old Dock it was by the said Act passed in the Thirty-sixth Year of the Reign of King *George* the Third enacted, that whenever from Floods, extraordinary great Tides, or from some unexpected Accident, the Locks, Sluices, Weirs, Floodgates, Dams, Banks, Trenches, or other Works of the said Haven, or of the Drains communicating therewith, should be injured or destroyed, whereby the Lands thereby adjoining might suffer Damage, and it might be necessary that the same should be immediately repaired or rebuilt, to prevent any further or greater Damage, it should be lawful for the said Haven Company from Time to Time, or for their Servants, Agents, or Workmen, without any Delay or Interruption from any Person or Persons whomsoever, to enter into or upon any Lands, Grounds, or other Hereditaments adjoining or near to the said Haven, Drains, and other Works and Conveniences, or any of them, (not being the inclosed Ground whereon or in which any House or other Building should or might stand,) and to dig for, work, get, and carry away and use all such Stones, Cobbles, Gravel, Soil, and other Materials as might be necessary or proper for the Purposes aforesaid, without any previous Treaty or Contract whatsoever with the Owner or Owners, Occupier or Occupiers of or other Person or Persons interested in such Lands, Grounds, or Hereditaments, or any of them, doing as little Damage thereby as the Nature of the Case would permit, and making Recompence for the same to the Owners and Occupiers of or other Persons interested in such Lands, Grounds, or Hereditaments: And whereas, with respect to the said *Grimsby* Haven and Old Dock, it was by the said Act passed in the Thirty-sixth Year of the Reign of King *George* the Third enacted, that if at any Time thereafter the Beck, Drains, or Ditches through which the Water should be conveyed into any of the Cuts, Drains, or Ditches thereby directed or authorized to be made, for the better Improvement of the Navigation of the said Haven, should, by reason of their not being of a sufficient Capacity, or sufficiently cleansed and kept open, hinder or obstruct the Currency or free Passage of any such Water or Waters, and if the same should not be made more capacious or completely cleansed and opened within One Calendar Month after Notice in Writing should have been given thereof to the Owner or Owners, Occupier or Occupiers of the Lands adjoining or lying contiguous to such Beck, Drains, and Ditches, or to the Constable or other Parish Officer where such adjoining

Land

Land was a Common Pasture, by any Clerk or Agent of the said Haven Company, it should then be lawful for the said Company, from Time to Time, as often as there should be Occasion, to widen, deepen, enlarge, open, and cleanse; or cause to be widened, deepened, enlarged, opened, and cleansed, the said Beck, Drains, and Ditches, and the reasonable Expense thereof should be repaid to the said Company by the Owners or Occupiers of such Lands or Grounds to which the said Beck, Drains, and Ditches so enlarged, opened, and cleansed should belong, or by the Constable or other Parish Officer where such adjoining Land was a Common Pasture, and which Parish on account thereof should be wholly or in part liable to the Repair of such Drains or Ditches: And whereas, with respect to the said *Grimsby* Haven and Old Dock, it was by the said Act passed in the Thirty-sixth Year of the Reign of King *George* the Third enacted, that it should and might be lawful to and for the Mayor and Burgesses of *Great Grimsby*, from Time to Time and at all or any Time or Times from and after the Alteration or Variation of the said Haven therein mentioned, and the Ground from the Banks and Towing Paths on the East Side thereof, should respectively be set and staked out, by public Bidding or Biddings to let and demise all and every the Screed or Parcel of Land in Length from the North-east End of a Close called "*The Haven Side Close*" to the End of the Turnpike Road Forty-six Chains, and containing Sixteen Acres or thereabouts, then lying within the Common Pasture in *Great Grimsby* called the *East Marsh*, and between the said Turnpike Road and the Bank on the East Side of the said Haven, and which was then separated and detached from the rest of the said Common Pasture by the said Turnpike Road, or so much thereof as should remain unoccupied, and be not necessarily wanted for any of the Works or Conveniences of or relating to the said Haven, Navigation, and Undertaking, freed and discharged from all Right of Common which could or might be claimed therein or thereupon, by any Mayor, Alderman, Common Councilman, and Free Burgess of the said Borough of *Great Grimsby* for the Time being, or any of them, or any other the Members or Officers thereof, or of any other Person or Persons whomsoever; provided nevertheless, that at or near each Extremity, and at or about the Middle or Centre thereof, there should be made or set out convenient and sufficient Roads, Ways, or Avenues, as and by way of common Staiths, for the Use of the Public, to and from the said Turnpike Road to the said Haven, such as should be made at or near the said Extremities not to exceed Ten Yards in Width, and the middle or central one not to exceed Eight Yards in Width, that not more than Twenty Yards in Length of such Frontage next the said Haven should be let to any One Person or Persons or Company, nor for any greater Term or Space of Time than Sixty Years, or for more than Twenty-one Years in all such Cases where the Lessee or Lessees of any such Piece or Parcel of Ground should be under no Covenant or other Obligation to erect any Warehouse or other Buildings thereon for the Purposes of Trade; and also that the Burgesses of the said Borough who were concerned in Trade, as Timber, Coal, Corn, or other Merchandize, and who should be in the actual Want of and require any such Accommodation, should have a Preference and be accommodated at a fair and reasonable Rent before any Part of such Commonable Ground

Reciting
Power for
Mayor and
Burgesses to
lease a cer-
tain Part of
the East
Marsh
Common.

Reciting
Provision to
make public
Quays in cer-
tain Places.

should be demised or let by the said Mayor and Burgesses to any other or indifferent Person or Persons whomsoever: And whereas, with respect to the said *Grimsby* Haven and Old Dock, it was by the recited Act passed in the Thirty-ninth Year of the Reign of King *George* the Third enacted, that the said Haven Company should and they were thereby directed and required to build or cause to be built a public Quay or Landing Place by or at the Head of the said Lock, and also at or on the Easterly Side of the Dock or Basin then making and since made, immediately above the said Lock, and to the Extent of Two hundred Yards above the said Lock; and the said Haven Company were also thereby authorized and empowered, to the same Extent, on the Westerly Side of the same Dock or Basin, to make a public Wharf or Landing Place; and on such public Quay and public Wharf, which should and might be respectively made of the Width of One hundred Feet, the said Company should and might build and fix such Sheds, Cranes, Weighing Beams, and other Erections and Conveniences as should be thought requisite for landing and discharging, lading and shipping of Goods, Wares, and Merchandize, as well to be exported as imported from or into the said Haven or Port, and also to make such Roads or Ways to communicate with and lead from the said Quay and Wharf respectively as they the said Company should adjudge to be necessary; provided that by means of any such Erections as aforesaid the free Egress and Regress of the Owners or Occupiers of the adjoining Premises to and from the said Dock or Basin, for the Purpose of lading or discharging any Vessel, or otherwise, should not be barred or interrupted; and when and so soon as any further or additional public Quay or Wharf should or might become necessary to be provided and made, then and in such Case the said Company might and they were thereby accordingly authorized and empowered to declare and convert the last-mentioned public Wharf or any Part thereof into a public and legal Quay, or otherwise to make such further and other necessary Quay or legal Landing Place on or by the Side of any such further or other Dock or Basin as might then have been made, or by or on the Sides of the said Haven or either of them, or such Part or Parts thereof as they the said Company should adjudge to be more proper and convenient, with all and such necessary Accommodations and Things for the better and more convenient landing and discharging, lading and shipping of Goods, Wares, and Merchandize that should or might at any Time or Times be legally landed or shipped at or upon all and every such Quays or Wharfs to be so made as aforesaid; and all and every such Quays and Wharfs which should be so made, and for such the Purposes aforesaid should be respectively good and legal to all Intents and Purposes whatsoever: And whereas, with respect to the said *Grimsby* Haven and Old Dock, it was by the said Act passed in the Thirty-ninth Year of the Reign of King *George* the Third enacted, that the said Haven Company should and they were thereby authorized and required to make and complete a Dock or Basin to the Extent of Two hundred Yards from or above the said Lock of the Width of One hundred Yards, and upon a Level with the Sills of the Floor of the said Lock, also to make the said Haven from thence upwards to the further Extent of Three hundred Yards, and upon the same Level, with a Bottom Twenty Feet wide at the least, and to dispose of the Soil to be excavated in such Manner that Wharfs

on

Reciting
Directions as
to the cut-
ting of the
Haven.

on each Side thereof to the Extent of One hundred Feet in Breadth, and beyond the Water Line of the scouring Water next therein and herein-after mentioned and provided, could or might be made, and from thence to or nearly to both of the before-mentioned Sluices or Bridges, with a Bottom of not less Width than Twenty-eight Feet; and so as to afford a Depth in Water of Fourteen Feet; and that for the better and more effectually cleansing and scouring out the Outfall of the said Haven, and for providing a further and additional Supply of Water for such necessary Purposes, it should be lawful for the said Haven Company and they were thereby accordingly authorized and empowered, so soon as conveniently might be, to dig within the Ground lying next and immediately to and upon the said Haven from the said Dock or Basin extending Two hundred Yards above the said Lock unto and in a Line with the North End of a Close then belonging to *George Robert Heneage* Esquire, called *Havenside Close*, and to extend such Digging from the Edge or Outline of the said Haven (so directed to be made of the Depths, Dimensions, and Capacity aforesaid,) so and in such Manner that from the said Dock to and in a Line with the North End of the said Close there might be a regular and uniform Top Surface or Width of Water of One hundred Yards, equal to the Surface Water in the said Dock; and it was by the said Act provided and enacted, that within or beneath the Surface of the Ground lying on each Side and between the Edge or Side of the said Haven and the Outline of the extended Surface of Water so intended for the Purpose aforesaid, no greater Depth should be dug than might be sufficient to hold and contain so much and such Quantity of Water as might be deemed necessary for the said Haven Company for the completing and effectually scouring out and cleansing the said Haven from the said Lock to the River *Humber*; and all such Land or Ground which should or might be so dug and covered with Water, and the Wharfs or Banks which should be made next thereto, should at all Times thereafter be taken and considered and be exclusively held and enjoyed by the respective Owners thereof, or such Person or Persons who under and by virtue of the said recited Acts passed in the Thirty-sixth and Thirty-ninth Years of the Reign of King *George* the Third should be entitled to take and hold the same, as his, her, and their own absolute and entire Property, and should not be deemed or considered as Part or Parcel of the said Haven, to or for any other Purpose other than as aforesaid, or as subject or open to or for the Use or Accommodation of any other Person or Persons whomsoever, so as the Owner or Occupier for the Time being of any of the Wharfs or Banks next the said Haven should not reduce, injure, or take away the same, otherwise than for the Purpose of making any Cut, Slip, or Entrance out of the said Haven into any Dock or Basin within his, her, or their adjoining Lands; and as well on such Wharfs or Banks, as on those which should or might be made in or upon the Land or Ground respectively lying on the North and East Sides of the Two Branches of the said Haven, the said Company should not make any Building or Erection, or any Towing Path, Roadway, or Passage, nor should any such Road, Footway, Path, or Passage at any Time thereafter be had, made, or used in, over, or upon the said Close called the *Haven Side Close*,

Reciting
Power of the
Haven Com-
pany to pre-
serve Top-
water Sur-
face of 100
Yards in
Width for a
certain Dis-
tance for
scouring out
the Outfall.

Reciting
Provision
that certain
Land on the
East Side of
the Haven
above the
Dock should
be reserved
for public
Quays or
Wharfs.

Reciting
Provision
that on any
Wet Dock or
Basin, to a
certain Ex-
tent, being
elsewhere
made, or the
Company's
notifying
their Inten-
tion not to
make the
same within
the said Dis-
tance, the
Lands re-
served for
Quays or
Wharfs, and
the Water
Surface for
scouring the
Outfall,
might be

Close, and certain other Lands or Grounds also lying next to and adjoining upon the said Haven, and called the *Green*, the *East Marsh Screed*, and the *East* and *West Fittys*, without the Permission or Consent of the respective Owners or Occupiers thereof; save and except, and subject nevertheless to the Power thereby given or reserved to the said Company to extend the said Dock or Basin next the said Lock to the further Distance of Three hundred Yards towards the said Town of *Great Grimsby*, and to make public Quays and Wharfs by the Sides thereof, and such Roads or Ways as should or might be necessary to lead to or communicate with the same: And whereas, with respect to the said *Grimsby* Haven and Old Dock, it was by the said Act passed in the Thirty-ninth Year of the Reign of King *George* the Third enacted, that in order to afford an Opportunity to the said Haven Company to extend the said Dock or Basin to such further Distance of Three hundred Yards as aforesaid, and to make the same of the like Width at Top of One hundred Yards, whenever the said Company should think it necessary and expedient (and which they were thereby authorized and empowered so to do accordingly), and also to make further necessary and convenient Quays, Wharfs, or Landing Places by or at the Sides thereof, with all and every necessary Accommodations and Conveniences, and proper and necessary Roads and Avenues to lead to or communicate therewith, it should not be lawful for any of the Owners or Occupiers of any of the Lands or Grounds lying next immediately to or by the Sides of the said Haven, within the before-mentioned Distance of Three hundred Yards above the said Dock, to make or cause to be made any other than temporary Buildings or Erections within One hundred Feet of the extreme Line or Boundary of the said Haven so intended as aforesaid to have a Top-water Surface of One hundred Yards, and that all such temporary Buildings or Erections, and every of them, should and might be taken down and removed so soon as the Land thereby reserved for public Quays, Wharfs, or Landing Places should be actually wanted and required for that Purpose: And whereas, with respect to the said *Grimsby* Haven and Old Dock, it was by the said Act passed in the Thirty-ninth Year of the Reign of King *George* the Third provided and enacted, that when and so soon as the said Haven Company should make any further or additional Wet Dock or Basin, for the further and better Accommodation of the Shipping trading or resorting to the said Port, and to the Extent of Four Acres at the least, instead of and in preference to making any Extension of the said Dock or Basin above the said Lock to or within any Part of the said further Distance of Three hundred Yards (any Dock for the Repair of Ships or other Vessels always excepted), or otherwise if the said Company should, under their Common Seal, notify and declare their Intention of not making any such public Quay or Wharf on the Sides of such Part of the said Haven or of either of them, or upon any certain Part or Parts thereof, and within such the Distance aforesaid, that then and in either of such Cases all and every the Owners or Occupiers of the Lands lying next immediately to and upon the Sides thereof, and which should have been so reserved for such the Purposes aforesaid, should and might respectively hold, retain, and possess the same as their own proper and absolute Estates, and continue or make thereon such Buildings and Erec-

tions as they or any of them should think proper, and also have and hold the said Surface Water or Land, which for the Purpose of scouring out the Outfall of the said Haven should be so covered with Water as aforesaid, from the extreme Edge or Outline thereof to the actual Edge or Side of the said Haven, as fully and effectually and in such and the like Manner as other the Owners or Occupiers of such Water Surface or Land so covered with Water from the said Distance of Three hundred Yards above the said Dock or Basin to the North End of the said *Haven Side Close* could, should, or might hold and enjoy the same, without any Interruption, Claim, or Pretence whatsoever; provided nevertheless, that in either of such Cases as aforesaid Roadways of Forty Feet at the least should be left to communicate with and lead from such public Quays or Wharfs on the Easterly and Westerly Sides thereof respectively to other the public Roads or Ways respectively lying next or nearest thereto, and the same to be so made and done as could or might be of the least Prejudice or Injury to any of such Owners: And whereas, with respect to the said *Grimsby* Haven and Old Dock, it was by the said Act passed in the Thirty-ninth Year of the Reign of King *George* the Third provided and enacted, that nothing therein or in the said Act passed in the Thirty-sixth Year of the Reign of King *George* the Third contained should be construed to hinder or prevent all and every or any of the Owners or Occupiers for the Time being of the Lands or Grounds lying next to and immediately upon the said Haven, from and above the said Dock to the South and West Extremities of such Haven, from respectively cutting down, taking away, and removing the Slopes or Ground projecting from the Top of the Sides thereof respectively into the same, but all and every such Owners or Occupiers should and might and they were thereby respectively authorized and empowered so to take away and remove the same, and also to deepen and reduce the Floor or Level of the Land within or upon which such Water as aforesaid should rest or be contained, for the Purpose of scouring out the said Outfall (save and except, nevertheless, so much and such of the said Frontage Lands or Grounds whereon the said Company should, under or by virtue of the Power and Authority to them thereby given, have made or could or might make any public Quay or Wharf, such Power or Authority for making the same not being then rendered null or void by any such Neglect or Act of the said Company, as was or were therein and herein-before mentioned of and concerning the same), and within any of such Lands or Grounds, except as last mentioned, and also except on the West Side of the South Branch of the said Haven, and from thence to the Extent of Four Chains on the South Side of the West Branch, they the said several and respective Owners or Occupiers thereof for the Time being also should and might and they were thereby respectively authorized and empowered to make proper and convenient Cuts, Slips, or Entrances out of or into the said Haven from or into any Dock or Basin which should or might be made by them or any of them upon such their said adjoining Lands, so as no more Prejudice, Damage, or Injury should be thereby done to or sustained by the said Navigation or the said Haven Company than possibly might be, and the Cut or Slip which should or might be made by the Owner or Occupier for the Time being of the Land or Ground lying

exclusively
held by the
respective
Owners
thereof, &c.

Reciting
Provision for
Owners or
Occupiers
adjoining
Lands to cut
down the
Slopes of the
Haven, and
staith the
same, reduce
the Floor of
the Scouring
Reservoir,
and make
Slips or Cuts
to communi-
cate with
their own
private
Docks, under
certain Re-
strictions and
Regulations.

on the West Side of the said Dock or Basin so then making and since made as aforesaid, to lead from and out of the same Dock into or to communicate with any Dock or Basin to be made by any such last-mentioned Owner within his said adjoining Ground, or by the Occupier thereof, should not exceed or be of greater in the clear than the Width of the said Lock at the Top or uppermost Part thereof, and no other such Cut or Slip should be made on the West Side of the said Dock of the said Company, nor within the aforesaid Distance of Three hundred Yards from the Extremity thereof, but in such Case and under such Circumstances as were therein and hereinbefore mentioned, or otherwise, without the express Consent of the said Company to be for such Purpose first had and obtained; provided nevertheless, that if before the making of any such Cut or Slip as aforesaid a public Quay or Wharf should have been made by the said Company on such and the same Side of the said Dock, and that in making the same they should have been necessarily led or obliged to take away the Slope of Earth, and to wall or staith that Part thereof through which such Cut or Slip might be wanted to be made, then and in such Case such Owner or Occupier so wanting to make the same should and he was thereby accordingly required, upon the taking down and removing such Part of the said Wall or Staithing, to reimburse and pay to the said Company all the Cost, Charge, and Expense thereof, and also as well all the Charge and Expense sustained in or about the Removal of such Frontage Slope as aforesaid as for all Damage that should or might have been done to or suffered by the said Company in the making of such Cut or Slip as aforesaid; and as well the Sides of the said Haven from which any such Slopes should be so cut, taken away, or reduced, as the Sides of all and every such Cut, Slip, or Entrance so authorized to be made and done as aforesaid, should, in all such Cases where the said Company should deem the same to be necessary, be well and sufficiently walled, staithed, secured, and upheld, and for ever thereafter supported and maintained, by and at the sole Charge and Expense of every such Owner or Occupier respectively, and with as little Prejudice, Injury, or Damage to the said Navigation or the said Company as possibly might be, and so nevertheless that the same should be respectively made and done to the Satisfaction of such Person as the said Company should appoint to superintend, examine into, or direct the same; but no such Owner or Occupier should make, or be permitted or suffered to make, any Building, Wharf or other Erection to project within or beyond the outermost Line of the said Scouring Water, otherwise than to stand over and clear of such Scouring Water, and in such Manner as not to exclude or obstruct the same; and over such Cut, Slip, or Entrance as might happen to be made through or across such Part of the public Wharf on the South Side of the West Branch of the said Haven (the same not being made of greater Width than the said Lock as aforesaid) there should be erected and made and for ever after supported by the Owner of the Land adjoining the same, or the Occupier thereof for the Time being, a safe, good, and substantial Bridge, so that over and across the same, and from one Side of the said public Wharf which should be so cut or intersected to the other Side thereof, there should be at all Times for ever thereafter a commodious, free, and uninterrupted Passage, Road, or Way for all
Persons

Persons on Foot, or with Cattle, Carts, and Carriages : And whereas, with respect to the said *Grimsby* Haven and Old Dock, it was by the said Act passed in the Thirty-ninth Year of the Reign of King *George* the Third provided and enacted, that no Person thereby authorized to make any Dock or Basin within his Land or Ground adjoining upon the said Haven, and any Cut or Slip to lead or communicate to or with the same, should be permitted or suffered to draw, sluice, or let off any of the Water from and out of the said Haven or any of the said Docks, in order and for the Purpose of scouring out and cleansing any of such private Docks, or for any other Purpose whatsoever, without the Consent and Direction of the said Haven Company, or some Person to be appointed by them for that Purpose ; and that no Ship or other Vessel trading to or from the said Port of *Grimsby*, or having Occasion to take shelter from Storms, to wait for a Convoy or Sailing Wind, in ballast, in want of Repair, or otherwise, should be permitted or suffered to go into or be or remain within any of such private Docks, without such and the same Rates or Duties being paid to the said Company for and in respect of every such Ship or other Vessel as the same would then have been liable to in the Case of remaining or continuing within the said Haven, or any of the Docks belonging to the said Company: And whereas, with respect to the said *Grimsby* Haven and Old Dock, it was by the said Act passed in the Thirty-ninth Year of the Reign of King *George* the Third enacted, that the said Haven Company, for conveying the Waters from and out of the Low Lands and Grounds lying within the Parish of *Clee* next adjoining the Parish of *Great Grimsby*, should and might introduce the said Waters into the Drain or Ditch extending from a certain Dike or Drain in the said Parish of *Clee*, and commonly called *Clee Car Dike*, in a North-westerly Direction over and across the *East Marsh Common* to the Turnpike Road, respectively being within the said Parish of *Great Grimsby*, and should and might dress out, widen, deepen, enlarge, and embank such cross Ditch or Cut, and from thence, or some convenient Part thereof, should and might convey the said Waters into the said Haven below the Lock, they the said Company making over and across such Ditch or Cut as should be so made or used for the Purpose aforesaid good and sufficient Bridges and Passages, as well for Cattle and Passengers on Foot as for Carriages, in all such Parts and Places where the same should be necessary and requisite ; and all such Drains or Cuts, and also all such Bridges and Passages, and the Approaches thereto, should at all Times afterwards be respectively scoured, cleansed, repaired, and supported by and at the sole Charge and Expense of the said Company, who should not be at liberty to make any Cut or Drain for the Purpose aforesaid in any other Direction, Situation, or Place whatsoever, without the express Licence and Consent of the Owner or Owners for the Time being of the Lands or Grounds through or within which any such other Cut or Drain should or might be wanted to be made : And whereas, with respect to the said *Grimsby* Haven and Old Dock, it was by the said Act passed in the Thirty-ninth Year of the Reign of King *George* the Third enacted, that it should be lawful for the said Haven Company to let, sell, or dispose of, or cause to be let, sold, or disposed of, all or any Part or Parts of the Land or Ground to be had and taken by them as

Reciting Provision that the several Persons empowered to make private Docks should not sluice off any of the Water without Consent, and that no Vessel should lay up in any of such Docks without paying Rates to the Company.

Reciting Provision for draining off Waters from the Low Lands within the Parish of *Clee*.

Reciting Power to let or sell, &c. Lands not necessary to be retained for the Pur-

they

poses of the
Under-
taking.

The Road to
Lord Yarbo-
rough's Fitty
Ground to
be enlarged,
and the Road
thither from
the Town to
be a public
Highway.

Reciting
Provision for
Workmen,
&c. to enter
Lands.

Re-enacting
recited Pro-
visions and
Powers.

they should think not necessary or expedient to retain for and lay into or make use of in making, completing, and maintaining any further or additional Dock or Basin, or any other Work or Works, together with all or any Part or Parts of the Erections, Buildings, and Improvements which should be built or made in or upon the same, to such Person or Persons as should be willing to contract, agree for, rent, or purchase the same, in such Manner, upon such Terms, and for such Considerations as the said Company should from Time to Time judge proper and think most advantageous: And whereas, with respect to the said *Grimsby* Haven and Old Dock, it was by the said Act passed in the Thirty-ninth Year of the Reign of King *George* the Third enacted, that when and so soon as the Back or Fresh Waters should be turned into the new Haven or Cut the Roadway of *Charles* Lord *Yarborough* over and across the Land lying between a certain Road or Way called the *West Marsh Road* or *Ropery Lane* to the Gate at the Entrance into the Fitty Land of him the said *Charles* Lord *Yarborough* might be enlarged and made of the Width of Forty Feet, so as that the same might at all Times be a sufficient and convenient Road or Way to and for the Owners and Occupiers for the Time being of the said Fitty Land, with Cattle, Carts, and Carriages, and also to and from the Quay or public Wharf which should or might be made on the same Side of the said Haven; and the said Road or Way leading from the Town of *Great Grimsby* to the said Fitty Ground, and so called the *West Marsh Road* or *Ropery Lane*, should from thenceforth for ever afterwards be deemed, used, and taken to be as and for a common Highway or Road to all Intents and Purposes whatsoever, any Usage or Custom to the contrary notwithstanding: And whereas, with respect to the said *Grimsby* Haven and Old Dock, it was by the said Act passed in the Sixth Year of the Reign of King *George* the Fourth enacted, that the Agents, Servants, and Workmen of the said Haven Company employed for carrying that Act into execution should and they were thereby authorized and empowered to enter into the Lands and Grounds of any Person or Persons, or Body or Bodies Politic or Corporate, adjoining or lying near to the said Lock, Haven, and Branches, or any of them, or any Part thereof respectively, for the Purpose of their depositing any Tools, Implements, or Materials to be used or worked up for the Purposes of that Act, and for laying and depositing thereon any Mud, Clay, Earth, or Rubbish that might be brought or dug out of the said Haven and Branches or any of them, by reason of cleansing, deepening, and scouring out the same, or for any other Purpose for carrying that Act into execution, the said Agents, Servants, and Workmen doing as little Damage as might be, and the said Company making Compensation or Satisfaction in the Manner therein mentioned; provided always, that no Compensation or Satisfaction should be made to the Owner or Owners of any House, Warehouse, Building, Jetty, or other Work or Erection standing or being near to or adjoining the said Haven and Branches, for any Damage that might happen to such House, Warehouse, Building, Jetty, Erection, or other Work by running the Water out of the same Haven and Branches, or by cleansing, scouring out, and deepening the same or any Part thereof: Be it enacted, That all and every the Provisions and Powers herein-before recited, and which were con-
tained

tained in the said Acts relating to the said *Grimsby* Haven and Old Dock, passed respectively in the Thirty-sixth and Thirty-ninth Years of the Reign of King *George* the Third, and in the Sixth Year of the Reign of King *George* the Fourth, and every Act, Matter, and Thing already made, done, permitted, or omitted under the Authority thereof, shall, so far as the same were in force and effectual or capable of being exercised at the Time of the passing of this Act, remain in force and effectual and capable of being exercised to all Intents and Purposes, and shall extend to the Company hereby incorporated in like Manner and Degree as the same extended to the Company hereby dissolved immediately before the passing of this Act, save only and except in so far as such Provisions and Powers may be altered by the Provisions herein-after contained with respect to the said *Grimsby* Haven and Old Dock.

CCXIX. And with respect to the said *Grimsby Haven and Old Dock*, be it enacted, That the Improvements of the *Grimsby* Haven and Old Dock and the *Grimsby* New Docks are not and shall not be considered as a further or additional Wet Dock or Basin, instead of and in preference to an Extension of the said Old Dock or Basin as authorized by the said Act passed in the Thirty-ninth Year of the Reign of King *George* the Third, above the Lock to or within the further Distance of Three hundred Yards beyond the first Two hundred Yards; and that the making of such Improvements and New Docks by the Company hereby incorporated shall not entitle the Owners or Occupiers of any Lands lying on the Sides of the said Haven to resume, or hold and enjoy, as against the Company hereby incorporated, or as discharged from any Powers which the said Company might otherwise have over or in respect of the same, any such Lands, or any Buildings thereon, or any Surface Water, or Land covered with Water, as in the said last-mentioned Act provided; but it shall be lawful for the said Company, notwithstanding the making of the said Improvements and New Docks, and notwithstanding such Improvements and New Docks when made, to retain, have, and enjoy all their Rights, Estates, and Interests in and over such Lands and Waters respectively, and all their Powers over and affecting the same, as if the said Improvements and New Docks, or any of them, were not authorized, or were not making or made.

Reserving
Company's
Rights in re-
spect of the
Haven next
above the
Old Dock.

CCXX. And whereas, with respect to the said *Grimsby Haven and Old Dock*, certain Wharfs have been constructed under the Authority of the herein-before recited Acts relating to the said Haven, by the Owners of Land adjoining or near to the South and West Branches of the said Haven, upon Lands lying on the West and South Sides of such Branches respectively, which Wharfs are claimed to be the private Property of such Landowners: Be it enacted, That nothing herein contained shall operate to defeat or take away any Right, Title, or Property of any such Landowner in or to any such Wharf.

Reserving
Rights of
Landowners
in respect o
Wharfs con-
structed by
them under
the Autho-
rity of cer-
tain Acts.

CCXXI. And with respect to the said *Grimsby Haven and Old Dock*, be it enacted, That nothing in this Act contained shall extend or be construed to extend to prejudice, affect, or alter any Estates, Rights, Titles, Interests, or Exemptions which could, if this Act had

Nothing to
prejudice
Rights in
respect of
Wharfs and

[Local.]

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not

Lands used
as Wharfs.

not been passed, have been exercised or enjoyed in respect of any Wharfs or Lands used as Wharfs situate adjoining or near to the said Haven and Old Dock, by the Owners, Lessees, or Occupiers of such Wharfs or Lands, under or by virtue of the said Acts passed in the Thirty-sixth and Thirty-ninth Years of the Reign of King *George* the Third, and the Sixth Year of the Reign of King *George* the Fourth, relating to the said Haven, and the *Grimsby Docks Act*, 1845.

Liability of
Company
to repair
Bridges,
Drains,
Gates, &c.
continued.

CCXXII. And with respect to the said *Grimsby Haven and Old Dock*, be it enacted, That all Bridges, Cloughs, Sluices, Arches, Tunnels, Cuts, Drains, Ditches, Gates, Stiles, and other Conveniences, heretofore erected, set up, opened, or made, or which ought to have been erected, set up, opened, or made, for the Use and Accommodation of Owners and Occupiers of Lands or Grounds, under the Authority of the herein-before recited Acts relating to the said Haven, and which the Company hereby dissolved were liable to erect, set up, open, or make, or to maintain and keep in repair, under or by virtue of the same Acts, immediately before the passing of this Act, shall after the passing of this Act be erected, set up, opened, or made, or maintained and kept in repair, as the Case may be, by the Company hereby incorporated, when and so often as the same shall be necessary.

Providing
for Compen-
sation or
Satisfaction
to Persons
who would
have been
entitled
thereto if the
Act had not
passed.

CCXXIII. And with respect to the said *Grimsby Haven and Old Dock*, be it enacted, That every Person or Corporation who would but for the passing of this Act have been or become entitled to any Compensation or Satisfaction for or in respect of any Damage done to his or their Lands, Tenements, or Property, by any Flood or Accident, or for or in respect of any Act, Matter, or Thing made, done, permitted, or omitted in pursuance of or in relation to any of the Provisions herein-before recited of the said Acts passed respectively in the Thirty-sixth and Thirty-ninth Years of the Reign of King *George* the Third and in the Sixth Year of the Reign of King *George* the Fourth, or of any of the said Acts, or for or in respect of any Act, Matter, or Thing by such Provisions or any of them directed or authorized to be made, done, permitted, or omitted, shall be and become entitled to such Compensation or Satisfaction after and notwithstanding the passing of this Act, the Company hereby incorporated being in reference thereto considered as identical with the Company hereby dissolved; and the Amount of such Compensation or Satisfaction, in case of Dispute, shall be settled in manner provided by the *Lands Clauses Consolidation Act*, 1845.

Company
empowered
to hold
Lands pur-
chased under
Provisions of
certain Acts.

CCXXIV. And whereas, with respect to the said *Grimsby Haven and Old Dock*, the said Haven Company were empowered by the said Acts relating to the said Haven and Old Dock passed respectively in the Thirty-sixth and Thirty-ninth Years of the Reign of King *George* the Third and in the Sixth Year of the Reign of King *George* the Fourth, or some of them, to purchase and hold certain Lands which might not be required for the Purposes thereof: And whereas by virtue of such Powers the said Haven Company acquired such Lands, and the same are now vested in the Company hereby incorporated, and will or may be required hereafter for the Purposes of the said Dock Undertaking: Be it enacted, That nothing in this Act, or in the

Lands

Lands Clauses Consolidation Act, 1845, contained, shall be held or construed to divest the Company hereby incorporated, at any Time hereafter, of their Estate or Title in or to any of the Lands so acquired, or to render it necessary for the said Company, at any Time hereafter, to sell any of such Lands, but the said Company shall continue to hold the same in like Manner as the Company hereby dissolved could have held the same if this Act had not been passed.

CCXXV. And whereas, with respect to *the Improvements of the Grimsby Haven and Old Dock*, and to *the Grimsby New Docks*, Plans describing the Lines and Situation thereof respectively, and of the Lands, upon or through which the same were intended to be made, and a Book of Reference containing a List of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of such Lands were deposited in or about the Month of *November* 1844 with the Clerk of the Peace for the Parts of *Lindsey* in the County of *Lincoln*: Be it enacted, That it shall be lawful for the Company hereby incorporated to enter into any Lands mentioned in the said Plans and Books of Reference, and to take Levels of the same, and to set out such Parts thereof as they shall think necessary for the Works hereby authorized to be made, and to make such Cuttings and Embankments as they may think proper, and to remove or use Soil or other Things dug or gotten out of the same, they the Company doing as little Damage as may be in the Execution of the Powers hereby granted, and making Satisfaction to the Persons interested in such Lands in manner mentioned in the said Lands Clauses Consolidation Act, 1845.

Power to enter on Lands, and construct Works.

CCXXVI. And with respect to the said *Improvements of the Grimsby Haven and Old Dock*, and the said *Grimsby New Docks*, be it enacted, That, subject to the Provisions and Powers of Deviation in this Act, and the said Harbours, Docks, and Piers Clauses Act, 1847, contained, it shall be lawful for the Company hereby incorporated, upon the Lands delineated on the last-mentioned Plans and described in the Book of Reference thereto, to widen and improve the existing Outfall, Dock, Locks, and other Works constituting the said Improvements, and to lay out, build, make, alter, repair, and maintain such new Docks, Basins, and Cuts, and such Entrances to the same, and such Jetties, Flood Gates, Sluices, Drains, Culverts, Embankments, Quays, Piers, Wharfs, Approaches, and Bridges, and other Works constituting the said *Grimsby New Docks*, as they may deem expedient.

Works to be constructed according to deposited Plans.

CCXXVII. And with respect to the said *Grimsby New Docks*, be it enacted, That the said Company shall and they are hereby required to construct the Gates of the said New Docks so that the same will at all Times admit the free Passage of the largest Class of Her Majesty's Steam Vessels of War for the Time being; and that the Docks, Slips, Cranes, Coaling Apparatus, and Water Pipes of the said Company shall at all Times be open to the free Use of all and every Her Majesty's Ships or Vessels, without any Charge being made for the same.

Dock Gates to be constructed so as to admit War Steamers.

CCXXVIII. And

Company not
to erect any
fixed Work
on Burcom
Bank, and
Groins to be
constructed.

CCXXVIII. And with respect to the said *Grimsby Docks*, be it enacted, That it shall not be lawful for the said Company, or any other Person or Persons whomsoever acting under their Authority, at any Time or Times to put up or upon, or cause or procure to be put up or fixed or placed upon, the *Burcom Bank*, any Breakwater or fixed Work or Materials whatsoever; and the Company shall and they are hereby required, within Twelve Months after the Commencement of the new Works authorized by this Act, to erect and fix, and always thereafter maintain, a Series of good and substantial Groins on the Foreshore, the whole Distance from *Stallinborough Point* to the New Docks, in such Manner as the Commissioners for executing the Office of Lord High Admiral shall, in Writing under the Hand of the Secretary of the Admiralty, approve of; and that the said Company shall at any Time hereafter, if required by the said Commissioners, and also by the Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, on behalf of Her Majesty, Her Heirs or Successors, and not otherwise, also erect and fix a further Series of good and substantial Groins from the said New Dock to such further Distance towards *Clee Ness* as the said Commissioners jointly shall, in Writing under the Hand of the Secretary of the Admiralty, and the Hands of any Two of the said last-mentioned Commissioners, direct; and the Position of the said Groins shall be altered, and the Direction, Extent, and Scantling thereof, and the Intervals between each of the said Groins, shall be such as the said Commissioners jointly shall approve of and direct as aforesaid, and not otherwise: Provided always, that the said Company shall not, for the Purposes of erecting or fixing such Groins, take or use any Land without the Consent of the Owners and Occupiers thereof.

Company to
maintain a
dredging
Vessel.

CCXXIX. And with respect to the said *Grimsby Docks*, be it enacted, That after the said Groins shall be fixed the said Company shall and they are hereby required to provide a good and proper harrowing or dredging Vessel or Machine, to be at all Times kept in readiness within the said Dock; and that the said Company shall at all Times, whenever required by the Commissioners for executing the Office of Lord High Admiral, employ such harrowing or dredging Vessel or Machine in properly harrowing or dredging *Clee Ness Point*.

Commission-
ers of Woods,
&c. empow-
ered to sell
Right of
Crown in
Soil of River
Humber.

CCXXX. And whereas, with respect to the said *Grimsby Docks*, the Queen's most Excellent Majesty in right of Her Crown is or claims to be entitled to the Fundus or Soil between High and Low Water Mark of the River *Humber*: And whereas it is expedient that the Commissioners of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings should be empowered, with such Consent as herein-after mentioned, to grant all the Estate, Right, Title, and Interest of Her Majesty, Her Heirs and Successors, of and in so much of the said Fundus or Soil of the said River as will be required for the Purposes of this Act: Be it enacted, That it shall be lawful for the Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, and they are hereby authorized and empowered, with the Consent in Writing of the Lord High Treasurer or Commissioners for executing the Office of Lord High

High Treasurer of the United Kingdom, or any Three of them, to give and grant to the said Company for executing this Act all the Estate, Right, Title, and Interest of Her Majesty, Her Heirs and Successors, of and in so much and such Parts of the Soil and Shore of the said River as they shall deem it expedient to give or grant to the said Company, without taking any Consideration in Money for the giving or granting thereof; and in such Case the Estate, Right, Title, and Interest of Her Majesty, Her Heirs and Successors, of and in the Residue of the said Soil and Shore, shall remain vested in Her Majesty, Her Heirs and Successors, as Parcel of the Possessions of the Land Revenues of the Crown within the ordering and Survey of the Court of Exchequer in *England*, as if this Act had not been passed; and any such Grant to be made as aforesaid shall be subject to such Stipulations, Restrictions, and Provisions as to the Appropriation and Enjoyment of the Land granted as the said Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings shall think fit; and all such Stipulations, Restrictions, and Provisions may at all Times thereafter be enforced in a Court of Equity, by or at the Instance of the said last-mentioned Commissioners: Provided always, that if the Piers or Dock in this Act mentioned, and originally authorized to be made by the said *Grimsby Dock Act*, 1845, shall not be formed on or before the said Eighth Day of *August* One thousand eight hundred and fifty-five, or shall at any Time be discontinued, and the Use thereof, for the Purposes of this Act, shall be abandoned, all such Land, Soil, and Shore now belonging to Her Majesty in right of Her Crown as shall have been granted, taken, or used for the Purposes of this Act shall revert to Her Majesty, Her Heirs and Successors, and any Grant made in pursuance of the Powers hereby given shall determine and be void.

CCXXXI. And with respect to the said *Grimsby Docks*, be it enacted, That it shall be lawful for the Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, and they are hereby authorized and empowered, with the Consent in Writing of the Lord High Treasurer or Commissioners for executing the Office of Lord High Treasurer of the United Kingdom, or any Three of them, to sell and convey all the Estate Right, Title, and Interest of Her Majesty, Her Heirs and Successors, of and in all or any Part of the reclaimed Land and Soil or Shore of the said River which shall not be granted to the Company for executing this Act under the Powers herein-before contained, to any Person or Persons whomsoever, either by public Auction or by private Contract, for such Prices as the said Commissioners of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings shall think reasonable, and subject to such Stipulations and Provisions as to the Appropriation and Enjoyment of the same, and as to the Title thereto, as the said Commissioners shall think fit; and as regards any Stipulation which may be contained in any such Conveyance, the same may at all Times thereafter be enforced in a Court of Equity by the said Commissioners for the Time being in such Manner in all respects as the said Commissioners may think fit, and it shall also be lawful for the said Commissioners for the Time being

Commissioners may sell or grant Lease of reclaimed Land not required by Company.

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of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, and they are hereby further authorized and empowered, with such Consent as aforesaid, (if they shall think fit,) to demise and lease the Estate, Right, Title, and Interest of Her Majesty, Her Heirs and Successors, of and in all or any Part of the said Soil and Shore, to any Person or Persons whomsoever, for any Number of Years, as they shall think fit, and under such Conditions, and either at a Rent or without a Rent, as the said Commissioners shall deem it expedient ; and the said Commissioners may, if they think fit, accept and take any Fine for the granting of any such Lease, and may enter into any Agreement for the granting of any Lease or Leases, on such Terms and Conditions as they may think fit, and on the granting the Leases in pursuance of such Agreements may alter the Amount of the Rents agreed to be reserved in such Leases, and may apportion the same, and grant separate Leases of any Part of the Hereditaments by any such Agreements agreed to be leased, as they may think fit, and may also, as they think fit, alter or rescind any Agreement as aforesaid, and may accept any Surrender of any Lease granted, for the Purpose of granting separate Leases of the same Premises at apportioned Rents or under different Covenants, or otherwise in all respects as the said Commissioners shall think fit: Provided nevertheless, that in case of Sales or Leases being made by the said Commissioners with a view to the Formation of Docks or Basins, other than Docks or Basins for the public Service, the first Offer of such Sale or Lease, as far as regards any reclaimed Land or Shore adjoining any of the Works to be constructed under this Act, shall be made to the Company for carrying this Act into execution.

Dock Rates.

CCXXXII. And with respect to the said *Grimsby Docks*, be it enacted, That from and after the passing of this Act it shall be lawful for the Company and they are hereby authorized to ask, demand, recover, and receive, in respect of the Use of the said Docks, such Tolls, Rates, or Duties respectively as the Company shall from Time to Time direct, not exceeding the several Tolls, Rates, or Duties following ; (that is to say,)

For every Vessel trading between the said Port of *Grimsby* and any Port or Place in *Denmark*, *Sweden*, or *Norway* below *Elsinore*, or any Port or Place in *Germany*, *Holland*, *Flanders*, *France* to the Eastward of *Ushant* inland, the Islands of *Guernsey* and *Jersey*, Eight-pence per Ton :

For every Vessel trading between the said Port of *Grimsby* and any Port or Place in the *Baltic* Seas, and all other Ports or Places above the *Sound*, or between the said Port and any Island or Place or Port of *Europe* to the Westward of *Ushant* without the *Straits of Gibraltar*, One Shilling per Ton :

For every Vessel trading between the said Port of *Grimsby* and every Port or Place in the *West Indies*, *North* and *South America*, *Africa*, *Greenland*, or any Place to the Eastward of the North Cape of *Norway*, all Places within the *Straits of Gibraltar*, and all Islands and Places in the Ocean to the Southward of *Cape St. Vincent*, not before named, One Shilling and Four-pence per Ton :

For

For every Vessel sailing Coastwise or otherwise, and coming to or into the said Docks in Ballast to be laid up, (such Vessel not having made the last preceding Voyage from and out of the said Port of *Grimsby*, and paid Duty accordingly upon her Departure from and out of the said Docks, and not being regularly employed in the Trade of the said Port,) for every Ton (Coasting Duty included) the Sum of Sixpence.

CCXXXIII. And with respect to the said *Grimsby Docks*, be it enacted, That from and after the passing of this Act it shall be lawful for the Company and they are hereby authorized to ask, demand, recover, and receive, for all Goods, Wares, Merchandize, Commodities, or other Things whatsoever which shall be brought, carried, or conveyed to, from, into, or out of the said Docks, by any Vessel navigating the River *Humber*, or any River or Canal communicating therewith, or sailing Coastwise, such Rates or Duties as they shall from Time to Time direct, not exceeding the several Rates or Duties following; (that is to say,) Rates on Goods brought by Coasting Vessels.

For every Pack or Sheet of Wool, Wool Flocks, Woollen or Bay Yarn, dried Pelts or Spetches, containing Twelve Tods, or Three hundred and thirty-six Pounds, Four-pence:

For every Ton of Slate, Bricks, Tiles, Bar and other Iron, and Oak Bark, Sixpence:

For every Chaldron of Lime, Three-pence:

For every Ton of Coals, Slack, Cinders, Culm, Coke, and Charcoal, Three-pence:

For every Ton of Timber, Wood, Deals, Plank, and Battens, and all kind of Groceries, One Shilling:

For every Quarter of Corn or Grain, Vetches, and Lentils which shall be conveyed from or to any other Port or Place within the United Kingdom of *Great Britain* and *Ireland*, to, from, into, or out of the said Docks, the Sum of Four-pence, and so in proportion for every less Quantity than a Quarter:

For every Ton of Dung, Compost, or Manure made from the Produce of any Farm or Lands, which shall be conveyed from or out of the said Docks, the Sum of Five Shillings:

For every Ton of Linen and Woollen Yarn, Cotton, Flax, and Hemp, manufactured Goods of all Sorts, and every other kind of Goods, Wares, or Merchandize, Commodities or Things whatsoever, not before specified, the Sum of Sixpence.

CCXXXIV. Provided always, and be it enacted, with respect to the said *Grimsby Docks*, That nothing herein contained shall be construed to render liable any Vessel, or any Goods, Wares, or Merchandize on board thereof, to the Rates or Duties herein-before mentioned and prescribed, unless such Vessel shall come to or into or go from or out of the said Docks, or shall unlade or put on shore, or lade or take on board, any of her Cargo, or any Goods, Wares, or Merchandize, within or at the said Docks: Provided always, that where such Vessel shall unlade or put on shore, or lade or take on board, Part only of her Cargo, or any Goods, Wares, or Mechandize, within or at the said Docks, and shall come to or into or go from or out of the said Docks for the Purpose of so unlading or putting on shore, or lading Vessels exempted from Rates unless they enter or lade or discharge their Cargo, or Part thereof in Docks, and in latter Case to pay only in respect of Goods so laden or discharged.

loading or taking on board, Part only of her Cargo, or any Goods, Wares, or Merchandize less than an entire Cargo, the Rates or Duties herein-before mentioned and prescribed shall not be payable and paid in respect of the ascertained Tonnage of such Vessel, but shall be payable and paid only in respect of the Quantity of Cargo, or Part of Cargo, or Goods, Wares, or Merchandize, so loaded or discharged by such Vessel.

Rates on
Goods
shipped or
unshipped
within the
Harbour.

CCXXXV. And with respect to the said *Grimsby Docks*, be it enacted, That from and after the passing of this Act it shall be lawful for the Company to demand and receive, for all Goods, Articles, or Things which shall be shipped or unshipped, received or delivered, within or at the said Docks, and also from every Passenger landing from or embarking in any Vessel at any Pier, Quay, or Wharf belonging to the Company, and from any Person using the same for the Purpose of Exercise or Recreation, any Sums not exceeding the several Rates or Tolls specified in the Schedule to this Act : Provided always, that it shall be lawful for the Company to demand and receive, for all Goods, Articles, or Things not specified in the said Schedule which shall be shipped or unshipped, received or delivered, within or at the said Docks, the like Rates or Tolls as are usually demanded or received for similar Goods, Articles, and Things shipped or unshipped, received or delivered, from or at any of the Quays or Wharfs in the Port of *London*.

Rates for
Cranes and
Weighing
Machines.

CCXXXVI. And with respect to the said *Grimsby Docks*, be it enacted, That from and after the passing of this Act it shall be lawful for the Company to demand and take, for the Use of any Cranes and Weighing Machines erected by the Company, of and from the Owner or Person having the Charge of any Goods, Articles, or Things loaded or unloaded, weighed or measured, by means of the same, such reasonable Rates as the Company shall from Time to Time appoint.

Power to
take Toll
from Vessels
entering
Docks for
Shelter.

CCXXXVII. And with respect to the said *Grimsby Docks*, be it enacted, That from and after the passing of this Act it shall be lawful for the Company to demand, for and in respect of every Vessel which shall enter the said Docks for Repairs, Shelter from Storms, or from any other accidental Cause, any Sum not exceeding Three-pence *per Ton* ; and if such Vessel shall remain in such Docks for a longer Time than Seven Days there shall be payable to the Company the further Sum of One Penny *per Ton per Week*, and so in proportion for any Period less than a Week that such Vessel shall so continue in such Docks : Provided always, that in the Case of Vessels which shall not exceed Fifty Tons Burden any Sum not exceeding Five Shillings shall alone be paid, unless such Vessel shall remain in the said Docks longer than Twenty-four Hours, in which Case a Rent of One Half-penny *per Ton per Week*, and so in proportion for a less Time than a Week, shall be payable in addition.

Vessels
under 10
Tons to pay
on 10 Tons
Burden.

CCXXXVIII. And with respect to the said *Grimsby Docks*, be it enacted, That from and after the passing of this Act every Vessel entering the said Docks with a less Burden than Ten Tons shall

shall pay a Duty or Rate equal to a Vessel with a Burden of Ten Tons.

CCXXXIX. And with respect to the said *Grimsby Docks*, be it enacted, That it shall be lawful for the Company to appoint and license a sufficient Number of Persons to be Meters and Weighers in the said Docks.

Power to appoint Meters and Weighers.

CCXL. And with respect to the said *Grimsby Docks*, be it enacted, That any Person who shall destroy, pull down, injure, or deface any Board on the Premises of the Company on which any Bye Law of the Company, or any Rate to be taken under this Act, shall be painted or placed, shall for every such Offence forfeit a Sum not exceeding Five Pounds.

Penalty for defacing or pulling down Boards

CCXLI. And with respect to the said *Grimsby Docks*, be it enacted, That the prescribed Limits within which no Vessel, except with the Permission of the Dock Master, shall lie or be moored, and within which all the Powers conferred upon the Dock Master by the Harbours, Docks, and Piers Clauses Act, 1847, for the Removal of such Vessels, or otherwise in relation to Vessels lying or being within the prescribed Limits, may be exercised, shall be the Distance of Two hundred Yards from the said Docks.

Prescribed Distance within which Powers of Dock Master to extend.

CCXLII. And with respect to the said *Grimsby Docks*, be it enacted, That from and after the passing of this Act it shall not be lawful for any Vessel to lie in any of the Docks for a longer Period than Six Weeks from the Time of their entering the same, and in case such Vessel shall remain beyond such Period the Company may demand a weekly Rent of One Penny *per* Ton for every Week such Vessel shall so remain, and so in proportion for a less Period than a Week, in addition to the Rates or Duties payable by virtue of this Act, except Vessels entering the Docks for Shelter or any other accidental Cause.

Vessels not to remain in Docks more than Six Weeks.

CCXLIII. And with respect to the said *Grimsby Docks*, be it enacted, That nothing in this Act contained shall extend to any of Her Majesty's Ships of War, or any Vessel employed in the Service of Her Majesty, or of the Ordnance, Customs, Excise, or of Her Majesty's Postmaster General, or to prejudice or derogate from any of the Rights or Privileges, Jurisdiction, or Authority of the Corporation of the *Trinity House of Kingston-upon-Hull*.

Nothing to extend to Vessels in the Service of Her Majesty, &c.

CCXLIV. And with respect to the said *Grimsby Docks*, be it enacted, That nothing in this Act contained shall extend or be construed to extend to take away, impeach, diminish, change, or affect any Rights, Dues, Duties, and Payments, Powers, Privileges, Jurisdictions, or Authorities, given and granted to the Dock Company at *Kingston-upon-Hull* by any Act or Acts of Parliament, or by any other Means whatsoever, or which the said Dock Company are now legally entitled to or invested with.

Nothing to diminish Rights of the Dock Company at Kingston-upon-Hull.

CCXLV. And with respect to the said *Grimsby Docks*, be it enacted, That the said Docks, or any of the Drains, Cuts, or Ditches, Docks, Basins, or Works, made under the Provisions of the said recited Acts relating to the said Docks, or any of such Acts, or vested

Grimsby Docks and Drains not subject to Control of

any Commis- in or authorized to be made or maintained by the Company hereby
sioners of incorporated, under the Provisions of this Act, shall not be subject to
Sewers. the Control, Direction, Survey, or Order of any Commission of
Sewers, or to any Law or Statute relating to Sewers, any Law,
Statute, or Charter relating thereto to the contrary notwithstanding.

New Docks CCXLVI. And with respect to the said *Grimsby Docks*, be it
to be Part of enacted, That the same Rights and Privileges which belong to the
the Port of Port of *Grimsby* shall be extended to the said Docks, and the same
Grimsby, &c. shall to all Intents and Purposes be deemed and held to be Part of
the said Port of *Grimsby*, and that no Part of the said *Grimsby Docks*,
shall be considered or taken to be as Part of the River *Humber*, to or
for any Intent or Purpose whatsoever.

Power to CCXLVII. And with respect to the said *Grimsby Docks*, be it
provide enacted, That it shall be lawful for the Company to provide such
Towing Steam Vessels for towing and assisting Vessels entering into, using,
Vessels. or going out of the said Docks, and for conveying Persons to such
Vessels, as they shall think expedient, and to take such reasonable
Rates for the Use of the same as the Company shall appoint, not
exceeding the Rates following; (that is to say;)
For every Vessel, *per Ton* Three-pence:
For every Person, Three-pence.

Nothing to CCXLVIII. And with respect to the said *Grimsby Docks*, be it
diminish enacted, That nothing in this Act contained shall extend or be con-
Rights of strued to extend to take away, impeach, diminish, alter, or prejudice
Corporation the Right, Title, Estate, and Interest of the Mayor, Aldermen, and
of Grimsby. Burgesses of the Borough of *Grimsby* of, into, or out of any Heredi-
taments and Premises in this Act mentioned or referred to, except
so far as the same are abridged, altered, or expressly taken away by
this Act.

Power to CCXLIX. And with respect to the said *Grimsby Docks*, be it
cross the enacted, That it shall be lawful for the Company to carry their Rail-
Road at way leading to the *Grimsby Haven* and Old Dock over the Road
Grimsby on leading from *New Dock Street* at *Grimsby* to or towards the River
the Level. *Humber* on the Level of such Road.

Commission- CCL. Provided always, and be it enacted, with respect to the said
ers of Rail- *Grimsby Docks*, That it shall be lawful for the Commissioners of
ways may Railways, if it shall appear to them to be necessary for the public
require a Safety, at any Time, either before or after the Railway shall have been
Bridge to be completed and opened for public Traffic, to require the Company,
erected in within such Time as the said Commissioners shall direct, and at the
lieu of level Expense of the Company, to carry the said Road either under or
Crossing. over the Railway by means of a Bridge or Arch, in lieu of crossing
the same on the Level, or to execute such other Works as under the
Circumstances of the Case shall appear to the said Commissioners best
adapted for removing or diminishing the Danger arising from such
level Crossing.

Trinity CCLI. And with respect to *Pilotage*, be it enacted, That the
House to ap- said Corporation of the *Trinity House at Kingston-upon-Hull* shall
point Pilots license

license such and so many *Humber* Pilots as may be necessary for the Accommodation of the Trade of the Port of *Grimsby*, and such Pilots shall be resident and stationed at *Grimsby*, and shall have and exercise the same Powers and Authorities, and shall be subject to the same Regulations, Restrictions, Pains, and Penalties, as other *Humber* Pilots are by virtue of an Act passed in the Third Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for better regulating the Pilotage of the Port of Kingston-upon-Hull and of the River Humber, and for other Purposes relating thereto*, possessed of or subject to ; and the Master, Owner, Agent, or Consignee, or other Person taking upon himself or herself the Charge or Consignment of any Ship or Vessel trading or sailing to or from the said Port of *Grimsby*, shall be subject to the Payments herein-after mentioned, and all other Payments in the said Act mentioned, which such Master, Agent, or Consignee, or other Person taking upon himself or herself such Charge or Consignment, are by the said Act subject or liable to ; and such Master, Owner, Agent, or Consignee, or other Person as aforesaid, shall be subject to the Obligations and Penalties, and be entitled to the same Powers of retaining Moneys for Payment of Pilotage, Remuneration, and Expenses, as the Master, Owner, Agent, or Consignee, or other Person taking upon himself or herself the Charge or Consignment of any Ship or Vessel trading or sailing to or from the said Port of *Kingston-upon-Hull*.

CCLII. And with respect to *Pilotage*, be it enacted, That the Rates to be demanded or taken by any *Humber* Pilot for the piloting or conducting any Ship or Vessel to or from the *Grimsby* Docks shall be from Time to Time ascertained, fixed, and settled by the Commissioners acting under the Provisions of the said Act passed in the Third Year of the Reign of His said late Majesty King *William* the Fourth relating to Pilotage: Provided nevertheless, that the Rates so to be ascertained, fixed, and settled by the said Commissioners shall never exceed the highest or be lower than the lowest Rates herein-after mentioned for each Foot of Water such Ship or Vessel shall draw ; (that is to say,)

Rates of Pilotage to and from Grimsby.

From or to	To or from	Not exceeding	Nor less than
The Distance at Sea where the North Ness of Dimlington bears West-south-west to the Northward of Kilnsea North Cliff.	The Grimsby Docks.	Three Shillings and Sixpence per Foot.	Two Shillings and Four-pence per Foot.
The Distance at Sea where Kilnsea North Cliff bears West-north-west to the Northward of the new Sand Buoy or the Floating Light Vessel at the Entrance of the River Humber.	The Grimsby Docks.	Two Shillings and Sixpence per Foot.	Two Shillings per Foot.
The said new Sand Buoy or the Floating Light Vessel at the Entrance of the River Humber to the Eastward of the Point where the Spurn High Lighthouse bears North-east.	The Grimsby Docks.	Two Shillings and Two-pence per Foot.	One Shilling and Ten-pence per Foot.
The Spurn High Lighthouse bearing North-east.	The Grimsby Docks.	Two Shillings and Two-pence per Foot.	One Shilling and Eight-pence per Foot.

Provided

Provided always, that for the fractional Part of a Foot, such fractional Part being not less than Half a Foot, a proportionate Rate shall be paid, and for intermediate Distances a proportionate Rate shall be paid; and that Ships and Vessels in Ballast shall pay only Two Thirds of the above Rates: Provided also, that Ships and Vessels employed in the Coasting Trade, whether laden or in Ballast, shall pay One Half of the above Rates, and that Ships and Vessels drawing less than Six Feet of Water shall pay for Six Feet.

Commissioners of Pilotage may award Expenses to Persons residing at Grimsby.

CCLIII. And with respect to *Pilotage*, be it enacted, That if any Complaint shall be preferred by any Person residing or trading at *Grimsby* against any *Humber* Pilot, before the Commissioners of Pilotage at *Kingston-upon-Hull*, in pursuance of the Provisions of the said Act passed in the Third Year of the Reign of His late Majesty King *William* the Fourth, relating to Pilotage, such Commissioners shall, if the Complaint be proved to their Satisfaction, allow to the Person making such Complaint such reasonable Sum for the Expenses of his Journey to and from *Hull* and *Grimsby*, and other Expenses, as the Commissioners may think proper, and shall order and direct such Expenses to be paid by the Offender; and in case of Non-payment thereof it shall be lawful for the said Commissioners to deduct and retain the Amount of such Expenses from any Monies then due or thereafter to become due to such Offender under the Provisions of the said last-mentioned Act or this Act.

Nothing to prejudice Rights of Trinity House at Kingston-upon-Hull.

CCLIV. And with respect to *Pilotage*, be it enacted, That nothing in this Act contained shall extend to take away, prejudice, diminish, or alter any Grants, Liberties, Franchises, Powers; Authorities, or Immunities granted, given, or allowed by any Act of Parliament, Grant, or Charter to the Guild or Brotherhood of Masters and Pilots Seamen of the *Trinity House* in *Kingston-upon-Hull* aforesaid, in Matters of Pilotage or otherwise, which they might have used, exercised, or enjoyed by virtue of any Act or Acts of Parliament, or of any Charter, Letters Patent, ancient Usage, or Title whatsoever, in case this Act had not been made, otherwise than as the same are by this Act expressly extended, varied, altered, or restrained.

Power to purchase additional Lands.

CCLV. And with respect to the said *Railway* and *Dock Undertakings*, be it enacted, That it shall be lawful for the Company to purchase and take for extraordinary Purposes connected with their said *Railway* and *Dock Undertakings* any Quantity of Land not exceeding Three hundred and thirty-six Acres, inclusive of all Lands which may already have been purchased for extraordinary Purposes connected with the Railways, Piers, Steam Communication, and Docks comprised in such Undertakings, under Powers in that Behalf contained in the said recited Acts relating to such Railways, Piers, Steam Communication, and Docks respectively, and which Lands were vested in the Company hereby dissolved at the Time of the passing of this Act, and are by this Act vested in the Company hereby incorporated.

Compulsory Powers relating to Railway and

CCLVI. And with respect to the said *Railway* and *Dock Undertakings*, be it enacted, That the Powers of the Company for the compulsory Purchase of Lands for the Purposes of the several Railways,

ways, Piers, Steam Communication, Docks, and Works herein-after mentioned shall not be exercised after the Expiration of the respective Periods herein-after set forth relative thereto ; that is to say,

Dock Under-taking not to be exercised after certain Periods.

With respect to *the Bridge across Store Street and Station Approaches in Manchester*, after the Twenty-second Day of July One thousand eight hundred and fifty-one ;

With respect to *the Bridge across Sheffield Street and Station Enlargement in Manchester*, after the Twenty-second Day of July One thousand eight hundred and fifty-one ;

With respect to *the Station Approaches at Stalybridge*, after the Twenty-second Day of July One thousand eight hundred and fifty-one ;

With respect to *the Dukinfield Branch*, after the Sixteenth Day of July One thousand eight hundred and fifty-one ;

With respect to so much of *the Whaley Bridge Branch* as extends from the Southerly Boundary of the Township of *Hyde* in the Parish of *Stockport*, after the Twenty-seventh Day of July One thousand eight hundred and fifty-one ;

With respect to *the Hayfield Branch*, after the Twenty-seventh Day of July One thousand eight hundred and fifty-one ;

With respect to *the Bugsworth Branch*, after the Second Day of July One thousand eight hundred and fifty-two ;

With respect to *the Barnsley Junction and Branches*, after the Twenty-second Day of July One thousand eight hundred and fifty-one ;

With respect to *the Thurgoland Branch*, after the Ninth Day of July One thousand eight hundred and fifty-two ;

With respect to *the Station Enlargement at Sheffield on the Main Line from Manchester to Sheffield*, after the Sixteenth Day of July One thousand eight hundred and fifty-one ;

With respect to *the Branch to the Sheffield Canal*, after the Twenty-second Day of July One thousand eight hundred and fifty-one ;

With respect to *the Stations in Sheffield on the Main Line from Sheffield to Gainsborough and on the Branch to the Sheffield Canal*, after the Twenty-second Day of July One thousand eight hundred and fifty-one ;

With respect to so much of *the Staveley Branch* as was authorized by "The Manchester and Lincoln Union Railway and Chesterfield and Gainsborough Canal Act, 1846," after the Seventh Day of August One thousand eight hundred and fifty ; and with respect to so much thereof as was authorized by the "Manchester and Lincoln Union Railway (Deviation) Act, 1847," after the Second Day of July One thousand eight hundred and fifty-two ;

With respect to *the Saxelby Branch*, after the Third Day of August One thousand eight hundred and fifty-one ;

With respect to *the Extension of the Market Rasen Branch to Lincoln*, after the Twenty-sixth Day of June One thousand eight hundred and fifty-one ;

With respect to *the Wragby Branch*, after the Ninth Day of July One thousand eight hundred and fifty-two ;

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With

With respect to *the Caistor Branch*, after the Twenty-sixth Day of *June* One thousand eight hundred and fifty-one ;

With respect to *the Habrough Branch*, after the Twenty-second Day of *July* One thousand eight hundred and fifty-one ;

With respect to *the Barton-upon-Humber Branch*, after the Twenty-sixth Day of *June* One thousand eight hundred and fifty-one ;

With respect to so much of *the Humber Piers and Steam Communication* as was authorized by the "*Manchester, Sheffield, and Lincolnshire Railway (Humber Ferries Improvement) Act, 1848,*" after the Twenty-second Day of *July* One thousand eight hundred and fifty-one ; and

With respect to *the Improvements of the Grimsby Haven and Old Dock and the Grimsby New Docks*, after the Eighth Day of *August* One thousand eight hundred and fifty.

Where Time for purchasing Land had been extended under 11 & 12 Vict. c. 3. that Act to apply.

CCLVII. Provided always, and be it enacted, That wherever, in reference to any Lands required for any of the Purposes aforesaid, the Time originally fixed for exercising such compulsory Powers had been extended prior to the passing of this Act, under the Provisions of an Act passed in the Eleventh and Twelfth Years of the Reign of Her present Majesty, intituled *An Act to give further Time for making certain Railways*, the Time by this Act specified for exercising such compulsory Powers in reference to such Lands shall be considered as having been extended under the Provisions of the said Act, and not limited by this Act, and all the Provisions of the said Act shall be in force and applicable to such Lands, in like Manner and to such Extent as they were in force and applicable before the passing of this Act, or would have been in force and applicable if this Act had not been passed, and the Extension of Time for the compulsory Purchase of Land had been granted or made under the Provisions of the said Act passed in the Session of the Eleventh and Twelfth Years of the Reign of Her present Majesty.

Powers for compulsory Purchase of Land already expired not to revive.

CCLVIII. And with respect to the said *Railway and Dock Undertakings*, be it enacted, That nothing in this Act contained shall be held or construed to revive or continue to the Company any Powers for the compulsory Purchase of Lands for the Purposes of the said Railway or Dock Undertakings which shall have expired and not been renewed or in force at the Time of the passing of this Act.

Period for Completion of Works relating to Railway and Dock Undertakings.

CCLIX. And with respect to the said *Railway and Dock Undertakings*, be it enacted, That the several unfinished Railways, Piers, Steam Communication, Docks, and Works herein-after mentioned shall be completed on or before the Days herein-after specified ; (that is to say,)

The Main Line from Manchester to Sheffield, on or before the Second Day of *July* One thousand eight hundred and fifty :

The Main Line from Sheffield to Gainsborough, on or before the Third Day of *August* One thousand eight hundred and fifty-three ;

The

The Main Line from Gainsborough to Grimsby, on or before the Thirtieth Day of June One thousand eight hundred and fifty-two ;

The Bridge across Store Street and Station Approaches in Manchester, on or before the Twenty-second Day of July One thousand eight hundred and fifty-three ;

The Bridge across Sheffield Street and Station Enlargement in Manchester, on or before the Twenty-second Day of July One thousand eight hundred and fifty-three ;

The Station Approaches at Stalybridge, on or before the Twenty-second Day of July One thousand eight hundred and fifty-three ;

The Dukinfield Branch, on or before the Sixteenth Day of July One thousand eight hundred and fifty-three ;

So much of the *Whaley Bridge Branch* as extends from its Junction with the Main Line in the Township of *Dukinfield* in the Parish of *Stockport* to the Southerly Boundary of the Township of *Hyde*, on or before the Twenty-seventh Day of July One thousand eight hundred and fifty-one ; and the Remainder of the said *Whaley Bridge Branch*, on or before the Twenty-seventh Day of July One thousand eight hundred and fifty-three ;

The Hayfield Branch, on or before the Twenty-seventh Day of July One thousand eight hundred and fifty-three ;

The Bugsworth Branch, on or before the Second Day of July One thousand eight hundred and fifty-four ;

The Barnsley Junction and Branches, on or before the Twenty-second Day of July One thousand eight hundred and fifty-three ;

The Thurgoland Branch, on or before the Ninth Day of July One thousand eight hundred and fifty-four ;

The Station Enlargement in Sheffield on the Main Line from Manchester to Sheffield, on or before the Sixteenth Day of July One thousand eight hundred and fifty-three ;

The Branch to the Sheffield Canal, on or before the Twenty-second Day of July One thousand eight hundred and fifty-three ;

The Stations in Sheffield on the Main Line from Sheffield to Gainsborough, and on the Branch to the Sheffield Canal, on or before the Twenty-second Day of July One thousand eight hundred and fifty-three ;

So much of the *Staveley Branch* as is authorized by the *Manchester and Lincoln Union Railway and Chesterfield and Gainsborough Canal Act*, 1846, on or before the Seventh Day of August One thousand eight hundred and fifty-three ; and so much thereof as is authorized by the *Manchester and Lincoln Union Railway (Deviation) Act*, 1847, on or before the Second Day of July One thousand eight hundred and fifty-six ;

The Saxelby Branch, on or before the Third Day of August One thousand eight hundred and fifty-three ;

The Newark Branch, on or before the Twenty-sixth Day of June One thousand eight hundred and fifty-five ;

So much of the *Market Rasen Branch* as is authorized by the *Great Grimsby and Sheffield Junction Railway Act*, 1845, on or before the Thirtieth Day of June One thousand eight hundred

dred and fifty-two; and so much thereof as is authorized by the said recited Act, intituled *An Act for making certain new Lines and Deviations in the Line of the Great Grimsby and Sheffield Junction Railway, and for constructing a Branch therefrom to Caistor, all in the Parts of Lindsey in the County of Lincoln*, on or before the Twenty-sixth Day of June One thousand eight hundred and fifty-three;

The Extension of the Market Rasen Branch to Lincoln, on or before the Twenty-sixth Day of June One thousand eight hundred and fifty-five;

The Wragby Branch, on or before the Ninth Day of July One thousand eight hundred and fifty-six;

The Caistor Branch, on or before the Twenty-sixth Day of June One thousand eight hundred and fifty-five;

The Rigby Branch, on or before the Twenty-sixth Day of June One thousand eight hundred and fifty-three;

The Habrough Branch, on or before the Twenty-second Day of July One thousand eight hundred and fifty-five;

The New Holland Branch, on or before the Thirtieth Day of June One thousand eight hundred and fifty-two;

The Barton-upon-Humber Branch, on or before the Twenty-sixth Day of June One thousand eight hundred and fifty-five;

So much of the *Humber Piers and Steam Communication* as was authorized by the said recited Act, intituled *An Act for establishing a Steam Communication across the River Humber in connexion with the Great Grimsby and Sheffield Junction Railway*, on or before the Twenty-sixth Day of June One thousand eight hundred and fifty-three; and so much of the said *Humber Piers and Steam Communication* as was authorized by the *Manchester, Sheffield, and Lincolnshire Railway (Humber Ferries Improvement) Act*, 1848, on or before the Twenty-second Day of July One thousand eight hundred and fifty-five; and

The Improvements of the Grimsby Haven and Old Dock, and the Grimsby New Docks, on or before the Eighth Day of August One thousand eight hundred and fifty-seven;

And all the Powers by this Act, or by the said Companies Clauses Consolidation Act, Lands Clauses Consolidation Act, and Railways Clauses Consolidation Act, or any of them, granted to the Company hereby incorporated for executing the said Railways or Railway Works, or otherwise in relation thereto, shall, on the Expiration of such of the said Days by which any of the said Railways or Railway Works ought to be completed, pursuant to the Provisions of this Act cease to be exercised as to the Railways or Railway Works which ought to have been completed on or before such Day, except as to so much of the said Railways or Railway Works as shall then be completed.

Powers of the dissolved Company in respect of the Chesterfield and Gainsborough Canal vested in the incorpo-

CCLX. And whereas, with respect to *the Chesterfield and Gainsborough Canal*, an Act was passed in the Eleventh Year of the Reign of His Majesty King George the Third, intituled *An Act for making a navigable Cut or Canal from Chesterfield in the County of Derby, through or near Worksop and Retford, to join the River Trent at or near Stockwith in the County of Nottingham*, whereby the Company of Proprietors of the Canal Navigation from *Chesterfield* to the River

River *Trent* were incorporated and authorized to make such Canal Navigation: And whereas the said Canal Navigation, under the Name of the *Chesterfield and Gainsborough* Canal, was vested in the *Manchester and Lincoln Union* Railway and *Chesterfield and Gainsborough* Canal Company by “The *Manchester and Lincoln Union* Railway and *Chesterfield and Gainsborough* Canal Act, 1846,” (by this Act repealed,) and subsequently in the Company hereby dissolved by “The *Manchester, Sheffield, and Lincolnshire* Railways and *Manchester and Lincoln Union* Railway and *Chesterfield and Gainsborough* Canal Amalgamation Act, 1847” (by this Act also repealed): Be it enacted, That all the Powers, Rights, Privileges, and Authorities which were vested in or exerciseable by the Company hereby dissolved, in reference to the said *Chesterfield and Gainsborough* Canal, immediately before the passing of this Act, shall after the passing of this Act be in like Manner vested in and exerciseable by the Company hereby incorporated, and that all the Provisions and Restrictions contained in the said recited Act of the Eleventh Year of the Reign of King *George* the Third authorizing the making of the said Canal, and in all other Acts in any Manner relating to the said Canal (other than the said Acts relating thereto which are hereby repealed), shall continue in full Force and Effect, and be applicable to the Company hereby incorporated, in all respects, in like Manner and to the like Extent as if the Name of the Company hereby incorporated had been inserted in such Acts instead of the Name of the said Canal Company, except nevertheless so far only as any such Provisions may have been repealed before the passing of this Act, or may be inconsistent with the Provisions herein-after contained relating to the said *Chesterfield and Gainsborough* Canal.

CCLXI. And with respect to the said *Chesterfield and Gainsborough* Canal, be it enacted, That all Persons who, before the passing of the said *Manchester and Lincoln Union* Railway and *Chesterfield and Gainsborough* Canal Act, 1846, were the Committee for managing the Affairs of the said *Chesterfield and Gainsborough* Canal Company, and their respective Heirs, Executors, Administrators, and Assigns, and their and each of their Lands and Tenements, Goods and Chattels, shall be indemnified and saved harmless, by and out of the Funds of the Company hereby incorporated, from and against all Debts, Liabilities, Contracts, and Agreements contracted or entered into by them as such Committee, and every Part thereof, and from and against all Damages, Losses, Costs, Charges, and Expenses occasioned or which may at any Time hereafter be occasioned on account or in respect thereof.

CCLXII. And with respect to the said *Chesterfield and Gainsborough* Canal, be it enacted, That if any Portions of the said Canal, or of the Towing Path thereof, or of the Works belonging thereto, shall be taken and used for the Purposes of the *Staveley* Branch of the Company hereby incorporated, it shall be lawful for the Company hereby incorporated to make and construct, within the Limits of Deviation marked upon the herein-before mentioned Plans relating to the said *Staveley* Branch, such Portions of Canal, Towing Path, and other Works as may be necessary for restoring the said Canal

Indemnity to
Committee
of Canal
Company.

New Works
may be sub-
stituted for
Works used
for the Stave-
ley Branch
Railway.

[Local.]

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and

and Works, and keeping open the Communication along the same.

The Railway Company to keep the Canal open and in good Repair, and not to sell same.

CCLXIII. And with respect to the said *Chesterfield and Gainsborough Canal*, be it enacted, That the Company hereby incorporated shall not at any Time hereafter sell or dispose of, to any Person or Persons whomsoever, any Part of the said Canal, or the Works thereto belonging; and that the said Company hereby incorporated shall and they are hereby expressly directed and required, from Time to Time and at all Times hereafter, to keep and maintain the said Canal, and the Works thereto belonging, and every Part thereof respectively, in good working Order and Condition, and preserve the Supplies of Water to the same, so that the same Canal and every Part thereof may be at all Times kept open and navigable for the Use of all Persons desirous to use and navigate the same, and that without any unnecessary Hindrance, Interruption, or Delay; and that in case the said Company shall not at all Times hereafter repair, maintain, and support the same Canal, and the several Reservoirs, Tunnels, Towing Paths, Lands, Buildings, and Works belonging thereto, in such good working Order and Condition, and preserve the Supplies of Water as aforesaid, then and in every such Case it shall and may be lawful for the Lords Commissioners of Her Majesty's Treasury, or for the Commissioners of Railways, if they think fit, upon the Complaint and at the Cost of any Person or Persons using or desirous of using the said Canal, and after giving Fourteen Days Notice in Writing to the said Company, to cause an Inquiry to be made as to the State and Condition of the said Canal, and the several Reservoirs, Tunnels, Towing Paths, Lands, Buildings, and Works belonging thereto; and if upon such Inquiry and Examination the same shall not be found to be in such good working Order and Condition as aforesaid, it shall be lawful for the said Lords Commissioners, or for the Commissioners of Railways, to cause a Notice to be given to the said Company to put the same and every Part thereof in such good working Order and Condition as aforesaid; and in default of their putting the same into such Repair as aforesaid within Twenty-one Days from the Delivery or leaving of such Notice as aforesaid, it shall be lawful for the said Lords Commissioners, or Commissioners of Railways, to cause the same to be put into such Order and Condition as aforesaid; and that the Costs, Charges, and Expenses of making such Inquiry and Repairs as aforesaid shall be borne and paid by such Party and in such Manner as the said Lords Commissioners, or Commissioners of Railways, shall order and direct; and if not so paid the Party entitled to receive the same shall and may recover the same by Action at Law in any of Her Majesty's Courts of Law at *Westminster* against the Party or Parties ordered to pay the same.

Penalty on giving undue Preference.

CCLXIV. And with respect to the said *Chesterfield and Gainsborough Canal*, be it enacted, That the Company hereby incorporated, their Agents and Servants, shall not give any undue Preference to any Persons, Vessels, or Goods whatsoever, as against any other Persons, other similar Vessels, or other similar Goods whatsoever, as respects the Use of the said Canal or the Conveniences thereunto belonging; and in case the said Company, their Agents or Servants, shall give any

any such undue Preference, such Company shall for every such Offence forfeit and pay the Sum of One hundred Pounds, to be recovered and applied in manner directed by the Companies Clauses Consolidation Act, 1845.

CCLXV. And with respect to the said *Chesterfield and Gainsborough Canal*, be it enacted, That from and after the passing of this Act it shall be lawful for the Company to charge and take, in respect of the Use of the said Canal, any Tolls, Rates and Duties, not exceeding the several Tolls, Rates, and Duties following; (that is to say,) After passing of this Act the Tolls herein mentioned to be taken.

For Tonnage of general Merchandize, Grain, Timber, and Iron, *per Mile* One Penny :

For Coal, One Penny *per Ton per Mile* for the first Thirty Miles from *Chesterfield*, and then free for the Remainder of the Distance, if delivered in the Canal; but for Coal going into the *Trent* beyond *Stockwith*, Three Shillings and Sixpence *per Ton*; and a Drawback of Two Shillings *per Ton* shall be allowed on all Coal delivered in the *Trent*; but if going Coastwise or beyond Seas, a Drawback of Two Shillings and Sixpence shall be allowed :

For Stone, a Tonnage of One Penny Halfpenny *per Mile* for the first Twenty Miles from the Place of loading, and after the first Twenty Miles nothing :

For Manures, One Halfpenny *per Ton per Mile*.

CCLXVI. And with respect to the said *Chesterfield and Gainsborough Canal*, be it enacted, That all Tolls for the Use of the said Canal shall be at all Times charged equally to all Companies and Persons, and after the same Rate, whether *per Mile*, or *per Ton per Mile*, or otherwise, in respect of the Use of the same Portion of the said Canal, under the like Circumstances; and that no Reduction shall be made, either directly or indirectly, in favour of or against any particular Company or Person passing along or using the same Portion of the said Canal. Rates to be charged equally.

CCLXVII. And with respect to the said *Chesterfield and Gainsborough Canal*, be it enacted, That if at any Time Complaint shall be made to the Lords Commissioners of Her Majesty's Treasury, or to the Commissioners of Railways, by any Person whomsoever, that the Bye Laws now or at any Time hereafter made or to be made by the Company in respect of the said Canal are impolitic or unjust, or operate to the Prejudice or Disadvantage of Persons using or desirous of using or trading upon the said Canal, or that the Amount of the Tolls, Rates, or Duties receivable or claimable by the said Company by virtue of this Act operate prejudicially to the Persons using or intending to use the said Canal, it shall be lawful for the said Lords Commissioners or other Officers, and they are hereby required, from Time to Time when and as such Complaints shall be made, and after giving Fourteen Days Notice in Writing to the Company of their Intention to examine and inquire, or, at their Discretion, to appoint some competent Person to examine and inquire, into such Complaints, and the Grounds thereof, and after such Examination had to make such Regulations from Time to Time as the said Lords Commissioners shall For regulating Bye Laws and Tolls upon the Canal.

shall think fit with respect to the said Bye Laws, and to the Amount of all or any of the Tolls, Rates, and Duties which shall be received or claimable by the said Company by virtue of this Act; and by such Regulations to impose such Conditions and Restrictions with regard to the said Bye Laws, and the Amount of all or any Part of such Tolls, Rates, and Duties, as the said Lords Commissioners shall think fit; and every such Regulation, on being published in the *London Gazette*, shall be binding upon the said Company, and such Tolls, Rates, and Duties only as may be fixed thereby shall be recoverable by them, until such Regulation be revoked or altered by the said Lords Commissioners.

Provisions of
9 & 10 Vict.
c. 26.,
10 & 11 Vict.
c. 279.,
11 & 12 Vict.
c. 86., and
certain other
Acts, except
as before
repealed,
continued in
full Force.

CCLXVIII. And be it enacted, That the herein-before mentioned Act passed in the Session of Parliament holden in the Ninth and Tenth Years of the Reign of Her present Majesty, intituled *An Act for vesting in the Sheffield, Ashton-under-Lyne, and Manchester Railway Company the Peak Forest Canal and the Macclesfield Canal*, and the herein-before mentioned Act passed in the Session of Parliament held in the Tenth and Eleventh Years of the Reign of Her present Majesty, intituled *An Act to enable the Manchester, Sheffield, and Lincolnshire Railway Company to sell the Water not required for their Canals called the Peak Forest Canal and Macclesfield Canal, and to make additional Works in connexion with such Canals*, and the herein-before mentioned Act passed in the Session of Parliament held in the Eleventh and Twelfth Years of the Reign of Her present Majesty, intituled *An Act for vesting in the Manchester, Sheffield, and Lincolnshire Railway Company the Canal Navigation from Manchester to or near Ashton-under-Lyne and Oldham*, and the herein-before mentioned Act called “The *Sheffield Canal Purchase Act*, 1848,” subject to the Provisions herein-after contained, in reference to the said *Sheffield Canal*, and the herein-before mentioned Acts called “The *Manchester South Junction and Altrincham Railway Act*, 1845,” “The Transfer of the Earl of *Ellesmere’s* Interest in the *Manchester South Junction and Altrincham Railway Act*, 1847,” and “The *Manchester South Junction and Altrincham Railway (Station Enlargement, &c.) Act*, 1848,” and “The *Manchester, Buxton, Matlock, and Midlands Junction Railway Act*, 1847,” and every Provision in such Acts respectively contained, and every Matter and Thing done, permitted, or omitted under the Authority thereof, shall (so far as such Acts, Provisions, Matters, and Things were unrepealed and in force and effectual at the Time of the passing of this Act, and except so far as such Acts and Provisions, or any of them, are specially repealed or altered by this Act,) continue in full Force and effectual after the passing of this Act, to all Intents and Purposes whatsoever, and shall be applicable to the Company hereby incorporated, in like Manner and to the same Extent as immediately before the passing of this Act they were applicable to the Company hereby dissolved, the Company hereby incorporated being in reference to all such Acts, Provisions, Matters, and Things considered as identical with the Company hereby dissolved.

Provision in
case Bill for
transferring

CCLXIX. And whereas a Bill has been introduced into Parliament for transferring the said *Sheffield Canal* to the Company of Proprietors
of

of the Navigation of the River *Dun*: Be it enacted, That if the said Bill be passed into a Law in the present Session of Parliament all the Provisions of this Act, so far as they relate to the *Sheffield* Canal and Works, or any Lands, Tenements, or Hereditaments, Powers, Rights, or Privileges, belonging or relating thereto, shall be subject to the Provisions of the said Bill as passed into an Act, and shall, so far as they may be inconsistent with the Provisions of the said Bill (but not further or otherwise), be absolutely null and void.

Sheffield Canal to the Dun Navigation Company should pass in the present Session.

CCLXX. And whereas by an Act passed in the Thirty-second Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for making a navigable Canal from Manchester to or near Ashton-under-Lyne and Oldham in the County Palatine of Lancaster*, it was enacted, that no Action, Suit, or Information should be brought, commenced, or prosecuted against any Person or Persons, for anything done or to be done in pursuance of the said Act, or in execution of any of the Powers or Authorities or any of the Orders made, given, or directed in, by, or under the said Act, unless One Calendar Month's previous Notice in Writing should be given by the Person or Persons intending to commence and prosecute such Action, Suit, or Information, to the Company of Proprietors in the said Act mentioned, or to their Clerk or Clerks or Treasurer for the Time being, nor unless such Action, Suit, or Information should be brought or commenced within Three Calendar Months next after the Fact committed, or in case there should be a Continuation of Damages, then within Three Calendar Months next after the doing or committing of such Damage should cease, and not afterwards, and should be laid or brought in the County of *Lancaster* or in the County of *Chester*, as the Case might be, and not elsewhere; and the Defendant or Defendants in such Action, Suit, or Information should and might plead the General Issue, and give the said Act and the special Matter in Evidence, in any Trial to be had thereupon, and that the same was done in pursuance and by the Authority of the said Act; and that if it should appear to have been so done, or if any such Action, Suit, or Information should have been so brought or commenced before or after the respective Times so limited for bringing or commencing the same, or should be brought in any other County or Place than as aforesaid, then and in every such Case the Jury should find for the Defendant or Defendants; and upon such Verdict, or if the Plaintiff or Plaintiffs should become nonsuit, or suffer a Discontinuance of his, her, or their Action, Suit, or Information after the Defendant or Defendants should have appeared, or if a Verdict should pass against the Plaintiff or Plaintiffs, or if upon Demurrer or otherwise Judgment should be given against the Plaintiff or Plaintiffs, the Defendant or Defendants should have Treble Costs, and should have such Remedy for the same as any Defendant had for Costs of Suit by any other Case by Law awarded; And whereas by another Act made and passed in the Thirty-fourth Year of the Reign of His said late Majesty King *George* the Third, intituled *An Act for making and maintaining a navigable Canal from and out of the Canal Navigation from Manchester to or near Ashton-under-Lyne and Oldham in the County Palatine of Lancaster, at the intended Aqueduct Bridge near Dukinfield in the County of Chester, to or near to Chappel Milton in the County of Derby, and a*

So much of 32 G. 3. c. 84. as relates to Limitation of Actions repealed.

34 G. 3. c. 26.

Communication by Railways or Stone Roads from thence to Loads Knowl within Peak Forest in the said County of Derby, and a Branch from and out of the said intended Canal to Whaley Bridge in the said County of Chester, it was enacted, that no Action, Suit, or Information should be brought, commenced, or prosecuted against any Person or Persons for anything done or to be done in pursuance of the said Act, or in execution of any of the Powers or Authorities or any of the Orders made, given, or directed in, by, or under the said Act, unless One Calendar Month's previous Notice in Writing should be given by the Person or Persons intending to commence and prosecute such Action, Suit, or Information, to the said Company of Proprietors, or to their Clerk or Clerks or Treasurer for the Time being, nor unless such Action, Suit, or Information should be brought or commenced within Three Calendar Months next after the Fact committed, or in case there should be a Continuation of Damage then within Three Calendar Months next after the doing or committing such Damage should cease, and not afterwards, and should be laid or brought in the County where the Matter in dispute or Cause of Action should arise, and not elsewhere, and the Defendant or Defendants in such Action, Suit, or Information should and might plead the General Issue, and give the said Act and the special Matter in Evidence, at any Trial to be had thereupon, and that the same was done in pursuance and by the Authority of the said Act; and if it should appear to have been so done, or if any such Action, Suit, or Information should have been so brought or commenced before or after the respective Times so limited for bringing or commencing the same, or should be brought in any other County or Place than as aforesaid, then and in every such Case the Jury should find for the Defendant or Defendants; and upon such Verdict, or if the Plaintiff or Plaintiffs should become nonsuit, or suffer a Discontinuance of his, her, or their Action, Suit, or Information, after the Defendant or Defendants should have appeared, or if a Verdict should pass against the Plaintiff or Plaintiffs, or if upon Demurrer or otherwise Judgment should be given against the Plaintiff or Plaintiffs, the Defendant or Defendants should have Treble Costs, and should have such Remedy for the same as any Defendant had for Costs of Suit in any other Case by Law awarded: And whereas it is expedient that the said Provision should be repealed: Be it therefore enacted, That the said several Provisions shall be and the same are hereby declared to be repealed: Provided always, that nothing herein contained shall extend or be held to revive any Claim already barred by the Operation of the Enactments hereby repealed or either of them.

The Directors of the Company to have same Powers as the Company in reference to the Company's Canals.

CCLXXI. And be it enacted, That with respect to all or any of the Canals and Works constituting the Canal Undertaking of the Company hereby incorporated, it shall be lawful for the Company hereby incorporated, and for the Directors for the Time being of the said Company, and for any Committee of such Directors, to exercise all the Powers and Authorities in reference to the same Canals and Works respectively which immediately before the passing of this Act were exerciseable by the Company hereby dissolved.

Reserving Power to take Wharfage Rates.

CCLXXII. And whereas by the Acts relating to the Canals comprised in the Canal Undertaking of the Company hereby incorporated,

or some of such Acts, the several Canal Companies (the Proprietors of such respective Canals) were empowered to demand and receive Rates and Charges for Wharfage of Goods, and Doubts are entertained whether by the several herein recited Acts by virtue whereof the said respective Canals became vested in the Company hereby dissolved, or in the Railway Companies whose Undertakings were subsequently vested in the Company hereby dissolved, the said Rates and Charges are not interfered with or prejudiced; and it is expedient to remove such Doubts: Be it enacted, That nothing in the said last-mentioned Acts or any of them contained shall operate to take away, diminish, or prejudice any Power which was in force at the Time of the passing of any of such Acts, and which enabled the said Canal Companies or any of them to demand, recover, or receive any such Rates or Charges, but that it shall be lawful for the Company hereby incorporated to demand, recover, and receive the same, notwithstanding the passing of such last-mentioned Acts or any of them.

CCLXXIII. And be it enacted, That it shall be lawful for Two or more Justices of the Peace acting within their Jurisdiction, and they are hereby required, from Time to Time, to appoint such fit and proper Persons as shall be nominated to them by any Three of the Directors of the Company hereby incorporated, in Writing, for that Purpose, to be Special Constables within the Limits of the respective Jurisdictions of such Justices upon the several Railways, Piers, Steam Communication, Docks, and Canals, or any of them, comprised in the Railway Undertaking, Canal Undertaking, and Dock Undertaking of the said Company, and upon the Works belonging thereto or connected therewith respectively, or within Five hundred Yards thereof or of any Part thereof; and every Person so appointed shall make Oath in due Form of Law before the said Justices of the Peace, or One of them, duly to execute the Office of a Constable for the said Premises; and every Person so appointed and sworn as aforesaid shall have Power to act as a Constable for the Preservation of the Peace, and for the Security of Persons and Property against Felonies and other unlawful Acts within the Limits of the said Premises of or belonging to the said Company, or within Five hundred Yards thereof, without reference to any Parochial or County or other Division or Boundary, and he and they shall have, use, exercise, and enjoy all such Powers, Authorities, Protections, and Privileges, for the apprehending Offenders, as well by Night as by Day, and for doing therein all Acts, Matters, and Things for the Prevention, Discovery, and Prosecution of Felonies and other Offences, and for the Preservation of the Peace, as Constables duly appointed have or may hereafter have by the Laws and Statutes of this Kingdom; and it shall be lawful for the said Justices, or any Three or more Directors of the said Company, to dismiss or remove any such Constable; and upon every such Dismissal or Removal all Powers, Authorities, Protections, and Privileges by virtue of such Appointment as aforesaid vested in any Person so dismissed or removed shall wholly cease.

Power to
Justices to
appoint
Special
Constables.

CCLXXIV. And be it enacted, That any Person who shall assault or resist any Constable appointed under the Authority of this Act, or obstruct him in the Execution of any Duty which he is authorized to perform,

Penalty for
assaulting
Constables.

perform, or shall aid or incite any Person so to assault or resist, shall for every such Offence forfeit a Sum not exceeding Five Pounds, or, in the Discretion of the Justice before whom he is convicted, may be imprisoned for any Term not exceeding Three Months.

Commissioners of Railways may require Inconveniences and Evils to be remedied.

CCLXXV. And be it enacted, That if at any Time after the passing of this Act it shall appear to the Commissioners of Railways to be necessary for the Interests of the Public, it shall be lawful for the said Commissioners to require the Company hereby incorporated to proceed forthwith to the Correction or Prevention of any Inconveniences or Evils by the Commissioners specified; and upon the Failure or Inability of such Company to comply with the Requisitions of the said Commissioners, within the Period of Six Months from the Date of such Requisition, in the Particulars aforesaid, it shall be lawful for the said Commissioners to serve the said Company with Notice to introduce into Parliament in the then existing Session, if Parliament should be then sitting, and if not in the then next ensuing Session, a Bill or Bills for amending this Act in such Particulars as aforesaid, and thereupon the said Company shall and is hereby required to introduce such Bill or Bills accordingly, and duly to prosecute the same, in default whereof it shall be lawful for the said Commissioners to introduce or prosecute (as the Case may be) such Bill or Bills, at the Expense of the said Company.

Expenses of Act.

CCLXXVI. And be it enacted, That all the Costs, Charges, and Expenses of and attending the passing of this Act or incidental thereto shall be paid by the said Company, *pari passu* with the Costs, Charges, and Expenses of every other Act of Parliament passed in the present Session to which they may be liable, out of the first Monies which shall come to their Hands, and in preference to every other Payment whatsoever.

Nothing to prejudice Rights of the Crown and Duchy of Lancaster.

CCLXXVII. 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*.

Company not to take Land belonging to the Crown without the Consent of the Commissioners of Woods, &c.

CCLXXVIII. And be it enacted, That nothing in this Act contained shall extend to authorize the Company to purchase, take, or use any Land or Soil, or any Rights in respect thereof, belonging to Her Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, or any Two of them, first had and obtained for that Purpose, and which such Commissioners, or any Two of them, are hereby authorized and empowered to give, or to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by Her Majesty, Her Heirs or Successors.

Nothing to prejudice the Rights of the Crown.

CCLXXIX. Provided always, and be it enacted, That nothing in this Act, or in the Acts incorporated herewith, or any of them, contained, shall extend or be construed to extend to alienate, defeat, vary,

vary, lessen, abrogate, or prejudice any Estate, Right, Title, Interest, Franchise, Royalty, Jurisdiction, or Authority of Her Majesty, Her Heirs or Successors, in right of Her Crown, save as herein specially expressed.

CCLXXX. And be it enacted, That nothing contained in this Act, or in the Acts herein recited or referred to, shall extend to authorize the Company to purchase, take, or use any Land or Soil, or any Rights in respect thereof, belonging to Her Majesty in right of the Duchy of *Cornwall*, without the Consent in Writing of Two or more of the principal Officers of the said Duchy, and which Consent such principal Officers, or any Two of them, are hereby authorized and empowered to give, or belonging to the Duke of *Cornwall* for the Time being, without the Consent of the said Duke, testified in Writing under the Privy Seal of the said Duke, first had and obtained for that Purpose, or to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by Her Majesty, Her Heirs or Successors, in right of the Duchy of *Cornwall*, or in or by the Duke of *Cornwall* for the Time being.

Lands of Her Majesty and the Duke of Cornwall in right of the Duchy not to be taken without Consent.

CCLXXXI. Provided always, and be it enacted, That nothing in this Act, or in the Acts incorporated herewith, or any of them, contained, shall extend to abridge, lessen, or abrogate any of the Powers or Authorities by Law vested in the Council of His Royal Highness the Duke of *Cornwall*, in relation to the Lands or Possessions of the Duchy of *Cornwall*.

Nothing to lessen the Powers of the Council of the Duke of Cornwall.

CCLXXXII. 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 His Royal Highness *Albert Edward* Prince of *Wales* in right of his Earldom of *Chester*.

Nothing to prejudice Rights of the Prince of Wales as Earl of Chester.

CCLXXXIII. And be it enacted, That in citing this Act in other Acts of Parliament, and in legal Instruments and Documents, it shall be sufficient to describe it as "The *Manchester, Sheffield, and Lincolnshire* Railway Act, 1849."

Short Title.

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

Public Act.

GOODS.	RATES.		
	£	s.	d.
Baggage, for small Package under 56 Pounds - - -	0	0	1
per Package, 56 Pounds and under 2 Cwt. - - -	0	0	2
per Package, 2 Cwt. and upwards - - -	0	0	4
Bagging, per Piece - - - - -	0	0	1
Bags, empty, per Score - - - - -	0	0	1
Bags of Goods not enumerated, per Bag - - -	0	0	1
Ballast and Gravel, per Ton - - - - -	0	0	6
Bales, Cases, Casks, Trusses, or other Packages of Cottons, Linens, or Woollens, not exceeding 8 Feet, per Package - -	0	0	1½
upwards of 8 Feet to 25 Feet inclusive, per Package -	0	0	3
upwards of 25 Feet to 55 Feet inclusive, per Package -	0	0	4½
upwards of 55 Feet, per Package - - -	0	0	6
Balsam, per Cwt. - - - - -	0	0	2
Bamboos. <i>See Canes, Ground Rattans.</i>			
Barilla, per Ton - - - - -	0	0	6
Bark, Medicinal, per Cwt. - - - - -	0	0	2
Tanners, per Ton - - - - -	0	0	6
Barley in Bulk. <i>See Grain.</i>			
Pearl, per Tierce - - - - -	0	0	2
per Barrel - - - - -	0	0	1
per Bag or Keg - - - - -	0	0	0½
Baskets, per large Bale or Case - - - - -	0	0	8
per middle ditto, ditto - - - - -	0	0	6
per small ditto, or Bundle of Goods not enumerated -	0	0	3
large, each - - - - -	0	0	1½
middle, each - - - - -	0	0	1
small or empty, each - - - - -	0	0	0½
Beads. <i>See Bugles.</i>			
Beans in Bulk. <i>See Grain.</i>			
Bedsteads, each - - - - -	0	0	2
Beef and Pork, per Tierce - - - - -	0	0	1½
per Barrel - - - - -	0	0	1
per Tub or Kit - - - - -	0	0	0½
Beer. <i>See Ale and Beer.</i>			
Spruce, per Keg - - - - -	0	0	0½
Bees Wax, per Ton - - - - -	0	0	10
Bellows, Smiths, per large Pair - - - - -	0	0	10
per middle ditto - - - - -	0	0	6
Benjamin. <i>See Gum.</i>			
Berries, Juniper, per Ton - - - - -	0	1	0
Betel Nuts, per Ton - - - - -	0	0	10
Biscuits, per Ton - - - - -	0	0	8
Blacking. <i>See Cases and Casks.</i>			
Black Lead. <i>See Lead.</i>			
Bones, Shank, per Ton - - - - -	0	0	10
old, per Ton - - - - -	0	0	6
Whale Jaw, per Pair - - - - -	0	0	6
Books, per Cwt. - - - - -	0	0	2
Boots and Shoes, per Hogshead - - - - -	0	0	4
per Case or Tierce - - - - -	0	0	2
per Box - - - - -	0	0	1
Boracic Acid, per Ton - - - - -	0	1	0
Borax, per Ton - - - - -	0	1	0
Bottles, empty, loose Glass or Stone Pints and Quarts, per Gross -	0	0	3
1 to 5 Gallons, each - - - - -	0	0	0½
5 to 10 Gallons, each - - - - -	0	0	1
Hamper or Crate, each - - - - -	0	0	2

GOODS.	RATES.		
	£	s.	d.
Cases, empty, 20 Feet and under, each	0	0	1
21 to 55 Feet, each	0	0	2
56 to 80 Feet, each	0	0	3
81 Feet and upwards, each	0	0	4
Casks, empty, Pipe, Butt, or Puncheon, each	0	0	1
smaller Casks, each	0	0	0½
Cassia, per Cwt.	0	0	1
Castor Beans, per Cwt.	0	0	1
Catlings. <i>See Cases and Casks.</i>			
Cattle: Horses, each	0	1	6
Oxen and Cows, each	0	1	0
Ponies, Mules, and Asses, each	0	0	9
Calves, each	0	0	2
Deer, each	0	0	3
Lambs, Sheep, and Goats, each.	0	0	1
Pigs, large, each	0	0	1
Pigs, small, each	0	0	0½
Caviare, per Package	0	0	1
Chain, under $\frac{3}{4}$ Inch per Ton	0	0	8
$\frac{3}{4}$ Inch and upwards, per Ton	0	0	8
Chairs, Mahogany, per Dozen	0	0	6
Cane, Garden, or Camp Stools, per Dozen	0	0	3
Cement, per Barrel or Bag	0	0	1
Chaff Cutters, each	0	0	6
Chalk, common, per Ton	0	0	6
French, per Ton	0	1	0
Charcoal, per Sack	0	0	1
per Hogshead	0	0	6
Chassum, per Cwt.	0	0	1
Cheese, per Ton	0	0	6
Chesnuts, per Bushel	0	0	0½
Chests of Goods not enumerated. <i>See Cases.</i>			
Cherries. <i>See Apples.</i>			
Chicoree Root, per Ton	0	0	10
Chilies, per Cwt.	0	0	1
China Root, per Cwt.	0	0	1
Chinaware, per Case	0	0	6
per Box	0	0	4
Chiranga Root, per Cwt.	0	0	2
Chirayita, per Cwt.	0	0	2
Chocolate, per Cwt.	0	0	3
Chinnabar, per Cwt.	0	0	6
Cinders and Culm, per Chaldron	0	0	6
Cigars, per Cwt.	0	0	4
Cinnamon. <i>See Cassia.</i>			
Citron in Salt, per Pipe	0	0	6
Hogshead	0	0	4
Clinkers. <i>See Bricks, common.</i>			
Clocks, Wooden. <i>See Toys.</i>			
Cloves. <i>See Cassia.</i>			
Coal, per Ton	0	0	2
Cobalt, per Box	0	0	2
Cobbles, per Ton	0	0	6
Cochineal, per Cwt.	0	0	2
Cocoa, per Ton	0	1	0

[Local.]

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GOODS.	RATES.		
	£	s.	d.
Engines, Steam. <i>See</i> Iron.			
Fire. <i>See</i> Carriages.			
Essences, per Package - - - - -	0	0	6
Extract of Oak Bark, per Cwt. - - - - -	0	0	1
Medicinal, per Cwt. - - - - -	0	0	2
Fans, per Case or Box - - - - -	0	0	4
Feathers, Bed, per Cwt. - - - - -	0	0	2
Ostrich, &c., per Package - - - - -	0	0	4
Felt, per Ton - - - - -	0	0	8
Figs. <i>See</i> Raisins.			
Fire-arms, per Chest - - - - -	0	0	4
per Case - - - - -	0	0	3
Fish:—Cod, &c., per Basket - - - - -	0	0	1
loose, per Score - - - - -	0	0	1
dried, per Ton - - - - -	0	0	10
in Cases, &c. <i>See</i> Cases and Casks.			
Herrings, per Barrel - - - - -	0	0	1
Flax, per Ton - - - - -	0	0	8
Cordilla or Tow, per Ton - - - - -	0	0	8
Flour, per Bag or Sack - - - - -	0	0	0½
Frankincense, per Cwt. - - - - -	0	0	1
Furniture in Packages. <i>See</i> Toys.			
Furs. <i>See</i> Skins.			
Galangal, per Cwt. - - - - -	0	0	1
Galbanum, per Cwt. - - - - -	0	0	1
Galls, per Cwt. - - - - -	0	0	1
Gamboge, per Cwt. - - - - -	0	0	1
Geneva. (<i>See</i> Spirits.)			
Gentian Root, per Cwt. - - - - -	0	0	1
Gigs. <i>See</i> Carriages.			
Ginger, per Ton - - - - -	0	1	0
Ginseng Root, per Cwt. - - - - -	0	0	1
Glass, per Hogshead, Chest, Tierce, or Crate - - - - -	0	0	2
per smaller Package - - - - -	0	0	1½
Glue, per Ton - - - - -	0	0	10
Goats Hair. <i>See</i> Wool.			
Grain and Seed, per Last - - - - -	0	0	5
Granilla, per Cwt. - - - - -	0	0	2
Grapes, per Box or Jar - - - - -	0	0	2
Grass, Foreign, per Cwt. - - - - -	0	0	1
Sea, per Ton - - - - -	0	0	10
Grates and Stoves:			
large, each - - - - -	0	0	6
middle, each - - - - -	0	0	4
small, each - - - - -	0	0	2
Gravel or Sand, per Ton - - - - -	0	0	6
Grease, per Ton - - - - -	0	0	10
Grindstones, every 12 Inches in Diameter - - - - -	0	0	1
Greaves, per Ton - - - - -	0	1	0
Grits, per Firkin - - - - -	0	0	0½
Guano, per Ton - - - - -	0	1	0
Guinea Grains, per Cwt. - - - - -	0	0	1

GOODS.	RATES.		
	£	s.	d.
Gum, per Ton - - - - -	0	1	0
Guns. (See Iron.)			
Hardware. (See Iron Manufactures.)			
Hair, per Ton - - - - -	0	1	0
Hampers of Liquids, per Dozen Quarts - - - - -	0	0	0 ³ / ₄
Hams, loose, per Score - - - - -	0	0	3
in Packages. (See Bacon.)			
Hartall, per Ton - - - - -	0	1	0
Hats. (See Cases and Casks.)			
Hay or Grass, per Ton - - - - -	0	2	0
Hemp, per Ton - - - - -	0	0	6
Cordilla or Tow, per Ton - - - - -	0	0	6
Herrings. (See Fish.)			
Hides, Calf and Kip Skins, dried or salted, per Ton - - - - -	0	0	10
Hones, per Cwt. - - - - -	0	0	1
Honey, per Cwt. - - - - -	0	0	1
Hoofs, per Ton - - - - -	0	0	6
Hoops, Wooden, per Bundle - - - - -	0	0	0 ¹ / ₂
Iron. (See Iron.)			
Hops, per Cwt. - - - - -	0	0	1
Horns, Tips or Plates, per Ton - - - - -	0	0	10
Indian Rubber, loose, per Cwt. - - - - -	0	0	2
in Packages, per Cwt. - - - - -	0	0	1
Indigo, per Cwt. - - - - -	0	0	1
Ink, China, per Cwt. - - - - -	0	0	4
Inkle, per Cwt. - - - - -	0	0	2
Ipecacuanha, per Cwt. - - - - -	0	0	2
Iron, in Bars, Shot, Pigs, Packages, or loose, per Ton - - - - -	0	0	6
Hoops, per Ton - - - - -	0	0	6
Manufactures or Machinery, in Packages of 20 Cwt. and not exceeding 5 Tons, each, per Ton - - - - -	0	0	10
LL Case under 20 Cwt., each - - - - -	0	0	10
L Case or Hogshead under 20 Cwt., each - - - - -	0	0	6
M Case or Tierce, ditto - - - - -	0	0	4
S Case or Barrel, ditto - - - - -	0	0	2
Box or Keg - - - - -	0	0	1
Anchors, Boilers, Castings, Engines, Guns, &c. under 20 Cwt., each, per Ton - - - - -	0	1	0
20 Cwt. and not exceeding 5 Tons, each, per Ton - - - - -	0	1	0
Exceeding 5 Tons, each, per Ton - - - - -	0	1	0
Anvils, Vices, &c., as Iron Castings, Saws, large, per Bundle about 4 Cwt., each - - - - -	0	0	3
Iron Plates, tinned, per Box - - - - -	0	0	1
Isinglass, per Cwt. - - - - -	0	0	2
Ivory, per Cwt. - - - - -	0	0	2
Jalap, per Cwt. - - - - -	0	0	2
Junk or old Rope, per Ton - - - - -	0	0	8
Jute, Press-packed, per Ton - - - - -	0	0	8
Juice or Syrup. (See Molasses.)			
Kelp, per Ton - - - - -	0	0	8
Kips, per Ton - - - - -	0	0	10

GOODS.	RATES.		
	£	s.	d.
Lac Dye, per Chest - - - - -	0	0	2
Lace, Case or Box - - - - -	0	0	4
Lacquered Ware. (See Toys.)			
Lard in Bladders, per Score - - - - -	0	0	3
in Casks. (See Bacon.)			
Laths. (See Wood.)			
Lavender Flowers, per Cwt. - - - - -	0	0	2
Lead, Pig or Sheet, per Ton - - - - -	0	0	8
Black or White, per Ton - - - - -	0	0	8
Shot, per Ton - - - - -	0	0	8
Leather, under 1 Cwt., per Package - - - - -	0	0	1
1 to 3 Cwt., per Package - - - - -	0	0	2
3 to 5 Cwt., per Package - - - - -	0	0	4
Leeches, per Package - - - - -	0	0	2
Lemons. (See Oranges.)			
Lime, per Chaldron - - - - -	0	1	0
Limes, per Barrel - - - - -	0	0	2
Lime Juice. (See Spirits.)			
Linens. (See Bales and Cases.)			
Linseed. (See Grain.)			
Cake. (See Oilcake.)			
Liquorice, or Succus Liquoritæ, per Ton - - - - -	0	1	0
Root, Bundles or loose, per Ton - - - - -	0	1	6
Locomotive Engines. (See Iron.)			
Maccaroni. (See Vermicelli.)			
Mace, per Cwt. - - - - -	0	0	2
Machinery. (See Iron Manufactures.)			
Madder, per Hogshead - - - - -	0	0	4
Root, per Ton - - - - -	0	0	8
Malt, per Quarter - - - - -	0	0	1
Manganese, per Ton - - - - -	0	0	8
Mangles, each - - - - -	0	1	0
Manna, per Cwt. - - - - -	0	0	2
Marble Baths, each - - - - -	0	2	0
Mortars, per Ton - - - - -	0	1	0
Slabs, per Cwt. - - - - -	0	0	2
Rough, in Packages, per Cwt. - - - - -	0	0	1
Block, per Ton of 12 Cubic Feet - - - - -	0	0	10
Marbles, per Barrel - - - - -	0	0	1
Mastic Gum. (See Gum.)			
Mats, Petersburg, per 144 - - - - -	0	0	4
Archangel, per 120 - - - - -	0	0	4
Indian, Chest or Bundle - - - - -	0	0	4
Meal. (See Flour.)			
Melons, per Basket - - - - -	0	0	1
Melting Pots, per Hogshead - - - - -	0	0	6
Mohair Yarn, per Cwt. - - - - -	0	0	1
Molasses, per Ton - - - - -	0	0	8
Moss, Rock or Iceland, per Cwt. - - - - -	0	0	1
Mother-o'-Pearl Shells, per Cwt. - - - - -	0	0	1
Ware. (See Toys.)			
Mules. (See Cattle.)			
Munjeet. (See Madder Root.)			
Musical Instruments, per Case - - - - -	0	1	0

[Local.]

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GOODS.	RATES.
	£ s. d.
Pepper, per Ton	0 0 10
Pianofortes, each	0 1 0
Pessara, per Cwt.	0 0 1
Pickles in Jars or Kegs, each	0 0 1
Pictures. <i>See</i> Cases of Goods.	
Piece Goods. <i>See</i> Bales.	
Pigs. <i>See</i> Cattle.	
Pill Boxes in Vats, large Vat	0 1 6
smaller Packages	0 0 8
Pimento, per Ton	0 1 0
Pink Root, per Cwt.	0 0 1
Pipe Clay, per Ton	0 0 8
Pipes, Tobacco. <i>See</i> Earthenware.	
Pitch, per Barrel	0 0 0 $\frac{3}{4}$
Burgundy, per Ton	0 1 0
Plants and Trees, above 5 Cwt., per Package	0 0 4
2 to 5 Cwt., per Package	0 0 2
under 2 Cwt., per Package	0 0 1
Plaster of Paris, per Barrel	0 0 1
Ploughs, each	0 0 2
Plums. <i>See</i> Raisins.	
Green. <i>See</i> Apples.	
Pomegranate Peel, per Cwt.	0 0 1
Porcelain. <i>See</i> Chinaware.	
Pork. <i>See</i> Beef and Pork.	
Potatoes, per 5 Quarters or Ton	0 0 8
Pots, Chimney, per Dozen	0 0 3
Poultry, Fowls, &c., per Dozen	0 0 1
Geese, &c., per Dozen	0 0 2
Preserves. <i>See</i> Succades.	
Prunes. <i>See</i> Raisins.	
Prussiate of Potash, per Ton	0 0 10
Pozzolana, per Ton	0 0 8
Pyrolignite of Lead, per Ton	0 0 10
Quassia in Packages, per Cwt.	0 0 1
Quicksilver, per Bottle	0 0 1
Quills, per Vat	0 1 0
per Hogshead or Case	0 0 6
per Tierce, Bale, or Barrel	0 0 2
Quinine, per Case	0 0 2
Rabbits, per Score	0 0 1
Radix Contrayervæ Seneka, per Cwt.	0 0 2
Rags, per Ton	0 0 8
Raisins in Casks, per Ton	0 0 10
in Boxes under 28 lbs. each, per Score	0 0 4
28 to 56 lbs. each, per Score	0 0 6
57 to 84 lbs. each, per Score	0 0 8
85 to 112 lbs. each, per Score	0 0 10
Frails or Baskets, per Score	0 0 5
in Half or Quarter Drums, per Score	0 0 3
Rape Cake. <i>See</i> Oilcake.	
Rhatania Root, per Cwt.	0 0 2
Extract. <i>See</i> Extract, Medicinal.	

GOODS.	RATES.
	£ s. d.
Spirits and Wine, per Hogshead - - - - -	0 0 2
per Barrel or Quarter Cask - - - - -	0 0 1
per Keg or Demijohn - - - - -	0 0 0½
in Cases, per Dozen Quarts - - - - -	0 0 0¾
Ditto - ditto Pints - - - - -	0 0 0½
Sponge, per Cwt. - - - - -	0 0 2
Spruce Beer, per Keg - - - - -	0 0 0½
Squills, per Ton - - - - -	0 0 10
Starch, per Ton - - - - -	0 0 10
Steel, loose or in Bundles, per Ton - - - - -	0 0 9
in Packages. See Hardware.	
Stick Lac. See Seed Lac.	
Stock Fish. See Fish, Cod.	
Stone Blocks, per Ton of 16 Cubic Feet - - - - -	0 0 6
Flag or Paving, per Ton of 12 Superficial Yards - - - - -	0 0 6
Mill or Grave, per Ton of 16 Cubic Feet - - - - -	0 0 8
Burr, per Score - - - - -	0 0 4
Buoy, per Ton - - - - -	0 0 10
Grinding, every 12 Inches Diameter - - - - -	0 0 1
Emery, Lithographic, Turkey, and Pumice, per Ton - - - - -	0 1 0
Emery in Bulk, per Ton - - - - -	0 0 10
Jars and Bottles. See Bottles.	
Stoves and Grates. See Grates.	
Straw, per Ton - - - - -	0 2 0
Succades, under 28 lbs., per Package - - - - -	0 0 1
28 to 56 lbs. ditto - - - - -	0 0 1
57 to 112 lbs. ditto - - - - -	0 0 1
above 1 Cwt. ditto - - - - -	0 0 2
Sugar, per Ton - - - - -	0 0 6
in Loaves, per Score - - - - -	0 0 4
Sunn. See Jute.	
Sweepwashers Dirt, per Ton - - - - -	0 0 8
Tallow, per Ton - - - - -	0 0 8
Tamarinds. See Succades.	
Tanners Waste. See Spetches.	
Tapioca, per Cwt. - - - - -	0 0 1
Tar, per Barrel - - - - -	0 0 0½
Tares. See Grain.	
Tarras, per Ton - - - - -	0 0 8
Tea, 20 lbs. and under, per Package or Box - - - - -	0 0 0½
21 to 45 lbs., per Packet or Quarter Chest - - - - -	0 0 1
46 to 84 lbs., per ditto or Half ditto - - - - -	0 0 1½
85 to 140 lbs., per ditto or Chest - - - - -	0 0 2
141 lbs. and upwards, per ditto or Chest - - - - -	0 0 3
Teazles, 30 Feet and under, per Package - - - - -	0 0 2
31 to 50 Feet, per ditto - - - - -	0 0 3
51 to 80 Feet, per ditto - - - - -	0 0 6
81 and upwards, per ditto - - - - -	0 0 8
Terra Japonica, Sienna, and Verde, per Ton - - - - -	0 0 9
Tiles, per 1,000 - - - - -	0 0 9
Tin, per Ton - - - - -	0 0 8
Ore, per Ton - - - - -	0 0 10

[Local.]

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GOODS.	RATES.		
	£	s.	d.
Tincal, per Ton - - - - -	0	1	0
Tobacco, per Hogshead - - - - -	0	0	4
per Tierce - - - - -	0	0	2
per Barrel - - - - -	0	0	1
Pipes. See Earthenware.			
Tongues, loose, per Dozen - - - - -	0	0	0½
in Packages. See Beef and Pork.			
Tonquin Beans, per Cwt. - - - - -	0	0	2
Tortoise Shell, per Cwt. - - - - -	0	0	2
Tow, per Ton - - - - -	0	0	8
Toys, 20 Feet and under, per Package - - - - -	0	0	2
21 to 40 Feet, per ditto - - - - -	0	0	3
41 to 80 Feet, per ditto - - - - -	0	0	6
81 to 160 Feet, per ditto - - - - -	0	1	0
161 Feet and upwards, per ditto - - - - -	0	2	0
Treenails. See Wood.			
Trunks. See Cases.			
Turmeric, per Ton - - - - -	0	0	10
Turnips, per Ton - - - - -	0	0	8
Turpentine, per Barrel - - - - -	0	0	0½
Turf, per Ton - - - - -	0	0	4
Twine, per Cwt. - - - - -	0	0	1
Valonia, per Ton - - - - -	0	0	10
Varnish, per Cwt. - - - - -	0	0	1
Vanillas. See Succades.			
Verdigris, per Ton - - - - -	0	0	10
Vermicelli, per Cwt. - - - - -	0	0	1
Vermilion, per Cwt. - - - - -	0	0	2
Vinegar. See Spirits.			
Vitriol, per Carboy - - - - -	0	0	3
Waggons, each - - - - -	0	2	0
Walnuts, per Bushel - - - - -	0	0	0½
Water, Mineral. See Spirits and Wine in Cases.			
Wax, Sealing, per Cwt. - - - - -	0	0	1
Weights, Iron. See Iron Castings.			
Weld or Woad, per 60 Bunches - - - - -	0	0	4
Whale Fins, per Ton - - - - -	0	1	0
Wheelbarrows, each - - - - -	0	0	0½
Wheels, Iron. See Iron Castings.			
Wood, small, per Pair - - - - -	0	0	1
large, per Pair - - - - -	0	0	2
Whisk Brooms, loose, per 1,000 - - - - -	0	0	9
in Bales. See Bales.			
Whisky. See Spirits.			
Whiting, per Ton - - - - -	0	0	8
Wine. See Spirits.			
Winnowing Machines. See Carts.			
Wire, Iron, loose or in Bundles, per Cwt. - - - - -	0	0	0½
in Cask. See Hardware.			
Plated, Gilt, and Copper, in Bundles, per Cwt. - - - - -	0	0	1

GOODS.	RATES.		
	£	s.	d.
Wood, Dyers, &c.; videlicet, Bar, Box, Brazil, Braziletto, Cam, Cocus, Ebony, Fustic, Lignum Vitæ, Logwood, Nicaragua, Quassia, Sandal, Sanders, Sapan, Sassafras, per Ton	0	0	6
Furniture; videlicet, Cedar, Mahogany, Rose, Satin, &c., per Ton	0	0	6
Deals, Battens, Ends, and Boards, per Load of 50 Cubic Feet	0	0	2 $\frac{3}{4}$
Firewood, per Fathom of 216 Cubic Feet	0	1	0
Gunstocks, per 120	0	0	6
Handspikes, not exceeding 7 Feet long, per 120	0	0	8
exceeding 7 Feet long, per 120	0	1	0
Knees, under 5 Inches square, per 120	0	0	10
5 and under 8 Inches square, per 120	0	1	0
Lathwood, per Fathom of 216 Cubic Feet	0	1	3
Laths, per Fathom of 216 Cubic Feet	0	1	3
Oars, under 24 Feet long, per 120	0	0	6
24 Feet and under 32 Feet long, per 120	0	0	8
32 Feet and upwards, per 120	0	1	0
Scoops, per 120	0	0	8
Spars, under 4 Inches Diameter, per 120	0	1	8
4 and under 6 Inches Diameter, per 120	0	2	8
6 Inches and upwards, as Timber, 40 Feet to a Load.			
Spokes, not exceeding Two Feet long, per 1,000	0	1	3
exceeding Two Feet long, per 1,000	0	1	9
Staves, per Load of 50 Cubic Feet	0	0	5
Staves, in Packs. See Casks, empty.			
Timber and Planks; videlicet, Fir, Square, per Load of 50 Feet	0	0	4
Round, per Load of 40 Feet	0	0	4
Ash, Birch, Beech, and Elm, ditto ditto	0	0	6
Oak, Teak, Wainscot, and other hard Wood, per Load of 40 Feet	0	0	8
Treenails, under 2 Feet long, per 1,200	0	1	0
2 Feet and upwards, per 1,200	0	1	6
Wool, Sheep, per Ton	0	0	6
Cotton. See Cotton.			
Shoddy, press-packed, per Ton	0	0	6
not press-packed, per Ton	0	0	8
Yarn, loose or in Bundles, per Ton	0	0	9
Zaffers, per Ton	0	0	10
Zinc, per Ton	0	0	8
Sulphate of, per Ton	0	0	10
From every Person landing from or embarking in any Vessel passing to or from any Place in the Humber, Trent, or Ouse, any Sum not exceeding	0	1	
From every Person landing from or embarking in any Vessel passing to or from any other Place in Great Britain or Ireland, any Sum not exceeding	0	4	

	<i>s.</i>	<i>d.</i>
From every Person landing from or embarking in any Vessel passing to or from any British Possession, Colony, or Foreign Port, any Sum not exceeding - - - -	1	0
And from every Person using the Pier, Quay, or Wharf for the Purpose of Exercise or Recreation, any Sum not exceeding -	0	1
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