

## Submissions received after the close of the Examination

EN010114

### Keadby 3 Carbon Capture Power Station

Last updated: 6 December 2022

Date Examination closed: 7 June 2022

Date of Recommendation Report: 7 September 2022

Date of Decision: 7 December 2022

Submissions made after the Examination closed (appended below)			
Number	Date submission received by the Planning Inspectorate (PINS)	Name of party and description of correspondence	Date submission forwarded to Secretary of State (SoS)
Submissions received during Recommendation			
1	8 June 2022	Northern Gas Networks Comments on Major Accident Hazard Pipelines	7 September 2022
2	21 June 2022	John Carney Comments on the merits of the application	7 September 2022
Submissions received during Decision			
3	2 November 2022	John Carney Comments on the merits of the application	Received by SoS directly
4	10 November 2022	John Carney Comments on the merits of the application	Received by SoS directly
5	2 December 2022	Environment Agency Update on its objection regarding land and property matters	2 December 2022
6	2 December 2022	DWD LLP on behalf of the Applicant	2 December 2022

		Update on the Environment Agency's objection regarding land and property matters	
7	5 December 2022	Environment Agency Withdrawal of its objection regarding land and property matters	5 December 2022
8	5 December 2022	DWD LLP on behalf of the Applicant Withdrawal of the Environment Agency's objection regarding land and property matters	6 December 2022
<b>Submissions made in response to SoS consultations (not appended)</b>			
Number	Date submission received by PINS	Name of party and description of correspondence	Date submission forwarded to SoS
SoS's consultation of 22 September 2022			
9	7 October 2022	Environment Agency Response to SoS's consultation dated 22 September 2022	9 October 2022
10	7 October 2022	Ministry of Defence Response to SoS's consultation dated 22 September 2022	9 October 2022
11	7 October 2022	Network Rail Response to SoS's consultation dated 22 September 2022	9 October 2022
12	9 October 2022	DWD LLP on behalf of the Applicant Response to SoS's consultation dated 22 September 2022	9 October 2022
SoS's consultation of 21 October 2022			
13	28 October 2022	Environment Agency Response to SoS's consultation dated 21 October 2022	3 November 2022
14	3 November 2022	John Carney Response to SoS's consultation dated 21 October 2022	3 November 2022



15	4 November 2022	DWD LLP on behalf of the Applicant Response to SoS's consultation dated 21 October 2022	7 November 2022
16	7 November 2022	The Crown Estate Response to SoS's consultation dated 21 October 2022	7 November 2022
17	11 November 2022	DWD LLP on behalf of the Applicant Response to SoS's consultation dated 21 October 2022	11 November 2022
SoS's consultation of 22 November 2022			
18	24 November 2022	The Crown Estate Response to SoS's consultation dated 22 November 2022	25 November 2022
19	28 November 2022	Environment Agency Response to SoS's consultation dated 22 November 2022	28 November 2022
20	28 November 2022	John Carney Response to SoS's consultation dated 22 November 2022	28 November 2022
21	28 November 2022	DWD LLP on behalf of the Applicant Response to SoS's consultation dated 22 November 2022	28 November 2022

**Submission number:** 1

**Date submission received by PINS:** 8 June 2022

**Name:** Northern Gas Networks

**Description:** Comments on Major Accident Hazard Pipelines

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**From:** [REDACTED]

**Sent:** 08 June 2022 14:21

**To:** NI Enquiries <NIEnquiries@planninginspectorate.gov.uk>

**Subject:** RE: EXT:EN010114 – Keadby 3 Carbon Capture Power Station

Good Afternoon,

NGN has a number of gas assets in the vicinity of some of the identified “site development” locations. It is a possibility that some of these sites could be recorded as Major Accident Hazard Pipelines(MAHP), whilst other sites could contain High Pressure gas and as such there are Industry recognised restrictions associated to these installations which would effectively preclude close and certain types of development. The regulations now include “Population Density Restrictions” or limits within certain distances of some of our “HP” assets.

The gas assets mentioned above form part of the Northern Gas Networks “bulk supply” High Pressure Gas Transmission” system and are registered with the HSE as Major Accident Hazard Pipelines. Any damage or disruption to these assets is likely to give rise to grave safety, environmental and security of supply issues.

NGN would expect you or anyone involved with the site (or any future developer) to take these restrictions into account and apply them as necessary in consultation with ourselves. We would be happy to discuss specific sites further or provide more details at your locations as necessary.

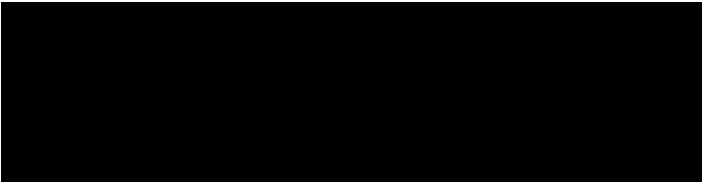
If you give specific site locations, we would be happy to provide gas maps of the area which include the locations of our assets.

(In terms of High Pressure gas pipelines, the routes of our MAHP’s have already been lodged with members of the local Council’s Planning Department)

Kind regards,

**Lucy McMahon**

**Administration Assistant  
Before You Dig  
Northern Gas Networks  
1st Floor, 1 Emperor Way  
Doxford Park  
Sunderland  
SR3 3XR**



**Submission number:** 2

**Date submission received by PINS:** 21 June 2022

**Name:** John Carney

**Description:** Comments on the merits of the application

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To Christopher Butler  
Examining Inspector

From John Carney  
Unique Reference: 20028431

14/6/2022

Dear Sir,

These objection are late [REDACTED]

I request that my objection are heard as they are about legislation that SSE Keadby 3 Application plan ignores. Again Scottish and Southern Electric PLC include highway in their site plans, which they have stopped up in past planning without lawful authority.

John Carney [REDACTED]

**The objection Keadby 3 including highway.**

1. Highway is determined from its origin, as well as the intention and plans of the appropriate authorities, the roads and ways on Keadby common purchases and fenced for the Stainforth and Keadby Canal Act have been public since 1802, when created by legislated.
2. Ever Highway provides access to adjoining lands serves a dual purpose as both a highway and occupation road. The two uses carry sperate and distinctive legal rights. Such a road does not cease to be a highway when used mainly for occupational purposes and does not cease to be an occupational when the highway is extinguished by Statute.
3. The HSE set out that area of Building Sites with public access require the public to be protected. Usually by a dust prevention two Meter fence, and protection preventing from crane lifts over the highway falling objects.
4. SSE Companies have stopped up the Causeway diverted by powers in The Stainforth and Keadby Canal Act (1793), Chapel Lane and Philips and Davidsons Road which have been Public maintainable Highway since The Keadby Inclosure Award and Plan was Deposited in the Lindsey Quarter Session. It seems SSE believe that because they maintain these highways they can encroach the verges of Chapel lane and erect Locked gates and fencing stopping up the Causeway and did so without required permission of the Secretary of State for the planning of Keadby 1 & 2.

## **What is a Highway**

5. A highway is a way over which there exists a public right of passage, that is to say a right for all Her Majesty's subjects at all seasons of the year freely and at their will to pass and repass without let or hindrance. (Halsbury's Laws 21[1])
6. **The Stainforth and Keadby Canal Act 1793 Section 19 (Document 1 page 8 )** required the Commoners to surrender their Copyhold to the Lord or Lady of the Manor... and so much of the Purchase money to be paid to the Surveyor of Highways.....as full and final payment for their interests in the land required for the Canal Undertaking.
7. **The Stainforth and Keadby Canal Act Cap 117 (1793) Section 53,** And it be further enacted, that All Persons Shall have Free Liberty with Horses Cattle and Carriages to use the private roads and ways belonging to the said Company of Proprietors (except the Towing Paths) **(S&KCA1793) (Document 1 page 9 )**
8. The road or way on the North side of the North Soke Drain from the Trent Sluice to Keadby Middle Common Bridges (vison Bridge today) was not a Towing Path, therefore all persons had free liberty to use the way with horses cattle and Carriages.
9. **The (Stainforth and Keadby Canal Act (1793) Sections LXIV)** legislated the Proprietors Shall make two Soke Drains parrel to the Canal, with a level bottom and Slopes or Batter of 1 in 2 feet (45 degree), from the Boating Dike at Thorne declining to two Trent Sluices outlets to the River Trent at Keadby. The drain were and still are today to prevent seepage and overflow onto the Lincolnshire and Yorkshire Levels by River Don flash flooding of their land awarded under the Great Seal of England by Charles First. **(Document 1 page 10 )**
10. **The S&K Canal Act required that the new bridges had to be made first. Before the old roads or ways were stopped up' (S&K Canal Act Section LXXX1 Document 1 page 11)**

## **The Causeway**

11. The original route of Causeway predates the Stainforth and Keadby Canal Act. The Lawful stopping up diverted the Causeway parallel to S&KC westward then over the North Soke Drain and Keadby Middle Common Canal Bridges (Vison Bridge today).

12. **The first question is: Is the Causeway a public vehicular Highway.** The law is not in dispute. The Causeway was the common road before 1835. Keadby was Constablewick, Highways turned or diverted under the Control and Care of the Surveyor of the Parish. The Constable of Keadby reported to Justices at a Special Sessions for the Highways. Ratione Tenurae Highways out of repair continue binding on all such Person, Bodies Politic or Corporate, their Heirs, Successors, or Assigns; and in default of Payment thereof the said Surveyor shall proceed for the Recovery of the same in the Manner as any Penalties and Forfeitures are recoverable.
13. Only new roads were not to be the subject of the inhabitants' duty to repair highways unless a formal procedure for **adoption** was followed. The diversion was maintained *ratione tenurae* by the Stainforth and Keadby Company and its successors. New roads were not to be the subject of the inhabitants' duty to repair highways unless a formal procedure for adoption was followed.
14. The way or road adjacent to the North Soke Drain from Chapel lane past the syphon is part of the causeway diverted by the powers given Parliament canal. The way is not an *ab extra*, it is a duty placed on the S&K Canal Proprietors by parliament and its successors. The way is gated by SSE.

#### **Keadby Inclosure 1861**

15. On **Keadby Inclosure Award Plan (1861) Document 2 page 16** the Diversion of the **Causeway** is part of a road or way from Keadby Trent Wharf to Keadby Middle Common Bridge. The new Inclosure adjacent Allottees received their Awards bounded by the fence (dashed Line) of the Stainforth and Keadby Canal. Keadby common Drain and a dashed line indicating a boundary feature on the new allotments.
16. **Chapel Lane** was formally named Pasture Road; it is an Awarded public maintained highway by The Keadby Inclosure Award (1861). It is still on the ground today as was Awarded and Deposited in the Lindsey Quarter Sessions. The Enrolled Award and Plan was required to be signed as correct by the Survey when Quarter Sessions deposited. **(Page 14)** The Highway maintenance records in the East Ridding Archive include the macadam sealing of Chapel Lane by the Isle of Axholme R. D.C. Today it is encroached into SSE Keadby fenced site. It is a pre-inclosure road to ancient inclosure. **(Page 14 Photo page 43)**
17. **Philips and Davidsons Road** was set out as a Private Road, maintained in the same ways as public roads in the Keadby by the Inclosure Award 1861, maintained by the Surveyor of highways for Keadby. New Allottees had six months to challenge the Keadby Awarded and Plan. It is to late 160+ years latter for SSE Keadby 2/3 to challenge the Award and Plan. The Minute Books of Keadby Parish Council include

correspondence the road is a public Highway.

18. On the Finance Act 1910 Philips and Davidsons road (**Document 5 pages 43&44**) has a Number 146. Measuring .312 acre
19. Because SSE maintain the ways does not mean it is their road and they can stop it up to the public with locked gates. It is highway in perpetuity and stopping it up without lawful authority is a criminal offence

**Railways: The first Railway Act Cap clxix (1861).**

20. In 1861 the South Yorkshire Railway and River Dunn Company obtained the Act of Parliament **Cap clxix** for the Extension across the Trent near Keadby from junction “A” on the Thorne to Keadby Railway across the North Soke Drain onto Keadby Common. (**Sheet one on the Parliamentary Plan (Document 3 Page 33)**).
21. The North Soke Drain and adjacent raised level bank road or way to maintain the undertaking was moved on to land purchased Lady of the Manor of Keadby and her tenants, making a new railway line over North Soke Drain bridge and over the Stainforth and Keadby Canal (**Document 3. Sheets 2 & pages 32-35**).
22. The raised Bank level top, numbered 7 on the conveyance Plan (**Page 33** and Book of Reference has a double dashed road or way on it. The bank is owned by the South Yorkshire Railway and River Dunn Company, successors of the S&K Canal Company. It is not a towing path. Therefore, the rights of “**All persons**” can use the road or way **Sec 53 S&K Canal Act**.
23. Since 1889 the Sheffield South Yorkshire Navigation Act (**Plans Document 4, SY/50/21/1-28R) Pages 35 & 36**) The “Fowler Survey” is used as a Monument of title by the canal company and its Successors
24. In 1947 the North Soke Drain from the syphon under the Canal was filled and levelled (**Photographs Document 6 Page 34-37**). From Chapel lane to the Syphon is the only section of the Canal that has the original Slope or Batter of 1 foot every 2 feet (45 degree) ) today (**Document 6 Coloured (my photo) Page 43**)
25. In 1949 the Stainforth and Keadby Canal and the Railway was nationalised. The Railway and Canal Lines of Division 1967. Keadby Junction. (**Document Page 53**)
26. The Keadby Light Railway Order SI and Plan came into force on the 28<sup>th</sup> May 1956. (**The Nation Archives Kew Ref LS 749 Document 7 Page 45**. The Road



27. diversion required manned level crossing **Photo Document 7** 1 The diverted highway was aligned with Philips and Davidsons road at Chapel Lane (**MT 115/57. Public Record, The National Archives Kew, 1952-1956**)
28. The planning permission for a **Signal box (Pages 48&49)** was granted by the Isle of Axholme RDC, it includes the road or way (**section 53 S&K Act 1793**) diversion and a Manned Level Crossing Remote Control Box for Bonnyhale Road (**Document 7, Photo 46**) The plan is clear, and the east end is the realignment of Bonnyhale road to making a Crossroad with Chapel Lane and Philips and Davidsons road (**page 47**)
29. On the 31<sup>st</sup> March 1967 The British Railway Board and The British Waterways Board Transport Act 1962 Agreement demarcation the lands of boards at Stainforth and Keadby Canal (**Document 8 Pages 53-56**)
30. In 2000 British Rail sold land at Keadby Junction to Dr Angela Way (**pages 53 -58**). Land purchase from Mary Dunn, lady of the Manor of Keadby by the **SYR and River Dunn Act 1861**). The land did not include the Road or Way adjacent to the North Soke Drain (**Photographs page 57-64**)
31. The railway from Thorne to Keadby was opened in 1859 it was built between the North side of the Canal and the North Soke Drain with a manned Level Crossing at Keadby Middle Common Bridge (Visons Bridge)
32. The land 28&30, on the north side of the North Soke Drain is the road or way for maintaining the North Soke Drain over which the Public have a way with Horses, Cattle and Carriages from 1802.
33. Number 17 is the way moved by the Keadby Light Railway Order 1956.
34. Numbers 17a, 17b, 165a, 17b, 16a are the diverted road or way by The Keadby Light Railway (1956) SI **749**. Obstruction Permission of the Highway authorising obstruction would be a licence to commit an offence.
35. 66, 110, 101, 102, 97, 91 & 95 are the west verge of Chapel Lane, 99, 107, 98, 92, & 96 are the east verge of Chapel Lane a public maintained highway.
36. 78 is Philips and Davidsons Road, a public maintained highway.
37. 47, 53, 71 and are land purchased from Mary Dunn Lady of the Manor of Keadby in 1861. (See Page 37 Monument of Title and Keadby Light Railway Order SI Plans pages 47&48.)
38. 76 and 77 are the Causeway.
39. 124 Causeway is stopped up without lawful Authority.

## Conclusion

40. From the canal opening in 1802 there is a highway from Keadby Lock to Crowle Wharf, on the North side of the North Soke Drain Created by act of parliament. The

surface of the land or other property is dedicated to public use. This highway across Keadby common has been diverted twice by legislation in 1861 and 1956.

41. Section 53 of the Stainforth and Keadby Canal Act states “All Persons” have a free liberty with Horses Cattle and Carriages to use the roads and way belonging to the Company of Proprietors. (Except the Towing Paths), when the Canal opened in 1802 on the North Side of the North Soke Drain was a road or way to maintain the undertake. It was not a Towing Path. There for the public had free liberty to use the way. Highways created by Acts of parliament do not need dedication to or accepted by the public.
42. **Cairns LJ Rangeley v Midland Railway (1868)** described a highway as: ‘a dedication to the public of the occupation of the surface of the land for the purpose of passing and repassing.
43. To stop up or divert a highway is a legal event the absence of which cannot overcome that maxim.
44. **The Stainforth and Keadby Canal Act Sec CXV. (1793)** And it be further enacted, That this Act Shall be deemed and taken to be a Public Act; and all Judges, Justices and other Person are hereby required to take Notice of it as such without specially pleading the same.
45. SSE and associates knew when they stopped up The Causeway and Philips and Davidsons road, for Keadby 1 and 2 and blocked the diversion of the way from North Pilferry with a Chapel Lane for the bridge over the Canal and railway.
46. There is no new use the Causeway, Chapel Lane, Philips and Davidsons Road and the way diverted in 1956 by legislation
47. The Secretary of State cannot grant permission for the work started and finished between 1996 and 2019
48. The proposed Keadby 3 site has had the top warp soil remove to cap Crosby tip Scunthorpe Tip. Access to it Keadby 3 is possible without a Magistrates Order.

John Carney [REDACTED]

Date 15<sup>th</sup> June 2022

[ 3599 ]



ANNO TRICESIMO TERTIO

Georgii III. Regis.



C A P. CXVII.

An Act for making and maintaining a Navigable Canal from the River *Dun* Navigation Cut, at or near *Stainforth*, in the West Riding of the County of *York*, to join and communicate with the River *Trent*, at or near *Keadby*, in the County of *Lincoln*; and also a Collateral Cut from the said Canal to join the said River *Dun*, in the Parish of *Thorne* in the said Riding.

[7th June 1793.]



WHEREAS the making and main- Preamble.  
taining a Navigable Canal from the  
River *Dun* Navigation Cut, at or  
near to *Stainforth*, in the West Ri-  
ding of the County of *York*, to join  
and communicate with the River  
*Trent*, at or near *Keadby*, in the  
County of *Lincoln*; and also a Col-  
lateral Cut from the said Canal, on *Thorne* Common, in  
the Parish of *Thorne*, in the said West Riding, to join  
and

40 C. 2



ter and change the same as often as shall be thought fit, and the Interest arising or to be produced from such Funds or Securities shall be paid to such Person or Persons respectively as would for the Time being be entitled to the Rents and Profits of such Lands, Tenements, and Hereditaments so to be purchased, in case the same were purchased and settled pursuant to the true Intent and Meaning of this Act.

XIX. And be it further enacted, That so much of the Purchase Money for the several Commons and Waste Lands which shall be taken or made use of for the Purposes of this Act, as shall be deemed to be the Value of the Interest of the Lord or Lady of the Manor, and of the Persons entitled to the Right of Common in such Commons and Waste Lands respectively, shall be paid to the Surveyor or Surveyors of the Highways of the respective Parishes, Townships, or Hamlets, and to be applied by such Surveyor or Surveyors to the Repairs of the Highways within the said respective Parishes, Townships, or Hamlets, in such Manner as shall be directed by any Order or Orders of Vestry, or Majority of rated Inhabitants, at a Towns Meeting, where there is no Vestry, which may be made for that Purpose; and the Receipt or Receipts of such Surveyor or Surveyors shall, and is and are hereby declared to be a full and effectual Discharge to the said Company of Proprietors for the several Sums so paid by them or on their Behalf, for the Purposes aforesaid.

Compensation for Commons how to be disposed of.

XX. And be it further enacted, That the said Commissioners may and are hereby empowered to settle what Shares and Proportions of the Purchase Money, or Recompence for Damages which shall be so agreed for between the said Company of Proprietors, or determined and adjudged by the said Commissioners, or assessed by the said Juries in Manner respectively as aforesaid, shall be allowed to any Tenants or other Persons having a particular Estate, Term, or Interest in the Premises for their respective Interests therein.

Commissioners to determine the Share of the Purchase Money of all Persons interested.

XXI. And be it further enacted, That in Default of Payment of such Sum or Sums of Money at such Times, and in such Manner as shall be assessed, and awarded for Damages of any kind by virtue of this Act, it shall be lawful for the said Commissioners to appoint One or more Person or Persons, from whom the said Commissioners shall take a proper Security to receive the Rates by this Act imposed, and thereout in the first Place to pay all such Damages so to be determined or assessed.

Recovery of Purchase Money.



and Expences, make or cause to be made a Soak or Side Drain on the North Side of the said intended Canal, extending from the Boating Dike near Thorne, where the same will be intersected by the said intended Canal, to the River Trent at Keadby aforesaid, in such Line and Direction as is delineated and described in the said last mentioned Map or Plan, which said last mentioned Soak or Side Drain shall not deviate more than the Distance of Twenty Yards, nor less than the Distance of Ten Yards, from the North Side of the said intended Canal, without the Consent in Writing of the said Participants, or their Surveyor or Engineer for the Time being, and that the said last mentioned Soak or Side Drain shall be Ten Feet wide at the least at the Bottom, from the said Junction with the said Boating Dike to the said South-west Corner of Crowle Common, where the said Canal will intersect the Course of the Old River Dunn, and  
 2 from thence to the Outfall fifteen Feet wide at the least  
 3 at the Bottom, and shall be made with sufficient Banks  
 4 or raised Abutments, where it shall be thought necessary,  
 5 and shall be required by the said Participants, or their  
 6 Surveyor or Engineer for the Time being, and shall have  
 7 a like Batter or Slope of One Foot on each Side for every  
 8 Foot in Depth as above mentioned, and that the Bottom  
 9 of such Drain shall be as deep as the aforesaid Boating  
 10 Dike at the said Junction, or as much deeper as shall be  
 11 thought necessary or requisite by the said Participants,  
 12 or their Surveyor or Engineer, for the Time being, and  
 13 shall be carried on a regular Declivity to the Outfall at  
 14 Keadby aforesaid. and it is further enacted, That the said Com-  
 15 pany of Proprietors shall, and they are hereby required  
 16 at their own like Costs, Charges, and Expences, to erect  
 17 and build, or cause to be erected and built, Two Sluices  
 at the said respective Outfalls, to discharge the Waters  
 of the said several Drains to be made on the North and  
 South Sides of the said intended Canal as aforesaid  
 into the River Trent, at Keadby aforesaid, each of which  
 said Sluices shall have Seventy square Feet of clear  
 Water Way, and the Thresholds thereof shall be laid as  
 low as the Threshold of the present Sluice at Keadby  
 aforesaid, or lower, if it shall be thought necessary and  
 requisite by the said Participants, or their Surveyor or  
 Engineer for the Time being.  
 L. XVI. And be it further enacted, That the said Com-  
 pany of Proprietors shall, and they are hereby required,  
 at their own like Costs, Charges, and Expences, to erect  
 and build, or cause to be erected and built, of solid Brick

Proprietors to  
build Two  
Sluices at the  
River Trent.

Proprietors to  
build Three  
Arches under  
the Canal and  
Side Drains.



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sufficient Repair by and at the Expence of the said Company of Proprietors.

If Company of Proprietors shall not make proper Fences, Bridges, &c. the Owners of the Lands may do it and recover the Expences from the Company.

LXXXII. And be it further enacted, That in case the said Company of Proprietors, or their Agents, shall fail or neglect to make, erect, and set up such Gates, Bridges and Stiles, and other Conveniences, in and over the Fences on the Sides of the said Towing Paths, or such Bridges, Arches, and Passages over, under, or through the said Canal and Collateral Cut, and the said Side Drains, Trenches, Streams, and Watercourses as aforesaid, or to make such Watering Places for Cattle as herein before directed, for the Use and Convenience of the respective Owners or Occupiers of the Lands adjoining thereto, and from Time to Time to repair, maintain, and support such Gates, Bridges, Arches, Stiles, and Watering Places when made, erected, and set up, of such Dimensions, and in such Manner as the said Commissioners shall, under their Hands, from Time to Time direct and appoint, for the Space of Three Calendar Months next after the Times to be appointed for those Purposes by the said Commissioners, then, and in such Case, it shall be lawful for every or any of the said Owners or Occupiers of the said adjacent Lands or Grounds, who shall find themselves or himself aggrieved by any such Failure or Neglect, to make, erect, and set up all such Gates, Stiles, Bridges, Arches, Watering Places, and other Conveniences as aforesaid, as the said Commissioners, or any five or more of them, shall have before directed or appointed to be made, erected, and set up by the said Company of Proprietors; and from Time to Time to repair and support the said Gates, Bridges, Arches, Stiles, and Watering Places, as Decision shall require, (in case upon Application to the said Commissioners, after Three Calendar Months previous Notice to the Treasurer or Clerk to the said Company of Proprietors of such intended Application, the said Commissioners shall authorize and direct such Repairs as aforesaid), and all the reasonable Costs and Charges thereof respectively, to be settled and allowed by the said Commissioners, shall be repaid to the respective Owners or Occupiers of the said adjacent Lands who shall have so made and erected, or repaired the said Gates, Stiles, Bridges, Arches, Passages, Watering Places, or other Conveniences as aforesaid, by the said Company of Proprietors, within the Space of Twenty-one Days after the same shall have been so settled and allowed, and an Account and Demand shall have been delivered and made thereof; and on Default of Payment of the said Costs and Charges within the Time aforesaid, the said Commissioners



of the Owner or Owners of such Lands or Grounds, the Remainder thereof, so as the same do not exceed Two Acres in Quantity over and above the Land or Ground, which shall be actually taken or used for the Purposes of the said intended Canal and other Works, the Value thereof to be ascertained in the same Manner as by this Act is directed concerning the Lands or Grounds to be cut, taken, or used for the Purposes of the said intended Canal.

LXXVI. And whereas Two several Maps or Plans describing as well the Line of the said intended Canal and Collateral Cut, and the Lands through which the same are intended to be carried, as also the Side Drains by this Act authorized and directed to be made, have been made and signed by George Broadrick, on Behalf of the Subscribers to the said Undertaking, and by John Danvers, on Behalf of the said Commissioners of Sewers for the Parish of Hatfield Chace; be it therefore enacted That the said respective Maps or Plans shall, before the Expiration of Six Calendar Months after the Day of the Commencement of this Act, be deposited with the Clerk of the said Company of Proprietors and the Clerk of the said Commissioners of Sewers for the Time being, respectively, to which all Persons shall have Liberty to resort, and to examine or make Copies or Extracts, as Occasion shall require, in like Manner as is herein mentioned or directed with respect to the said Map or Plan of the said Canal; and the said Maps or Plans hereby directed to be deposited as aforesaid, or true Copies thereof, shall be and are hereby declared to be legal Evidence in all Courts, and before all Judges, Justices, Commissioners, or other Persons whomsoever.

LXXVII. And be it further enacted, That where by making the said Canal and Collateral Cut, any Cattle depasturing in the adjacent Lands and Grounds shall be deprived of their usual Watering Places, that then, and in such Case, the said Company of Proprietors shall, at their own proper Costs and Charges, set out and provide proper and convenient Watering Places in the Lands adjoining to the said Navigation, and to supply the said Watering Places with Water from and out of the said Canal and Collateral Cut if necessary.

LXXVIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend to authorize and empower the said Company of Proprietors, their Servants, Agents, or Workmen, to take, use, cover, damage, or destroy the Sand Banks or Beds on Ready Comen, otherwise called The Cow Pasture,

Maps of the  
Canal and  
Side Drains.

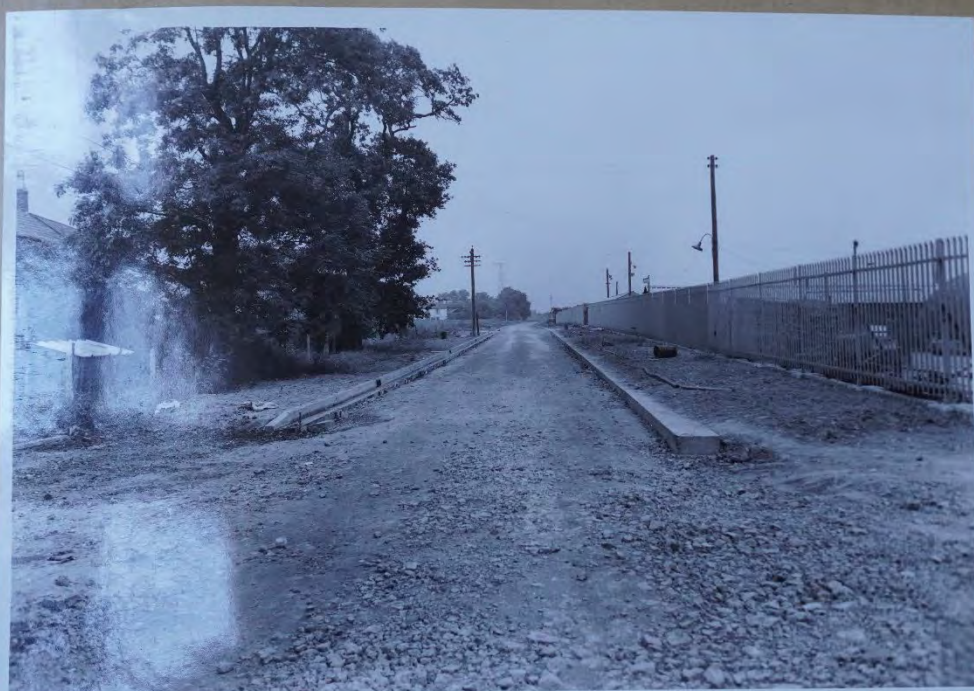
For preserving  
Watering  
Places for  
Cattle.

Sand Bank at  
Keady re-  
served.



[illegible]





1110

KEADBY POWER STATION  
Chapel Lane from South End.

1.7.54.





1121.  
1121

KEADBY POWER STATION  
Chapel Lane looking South.

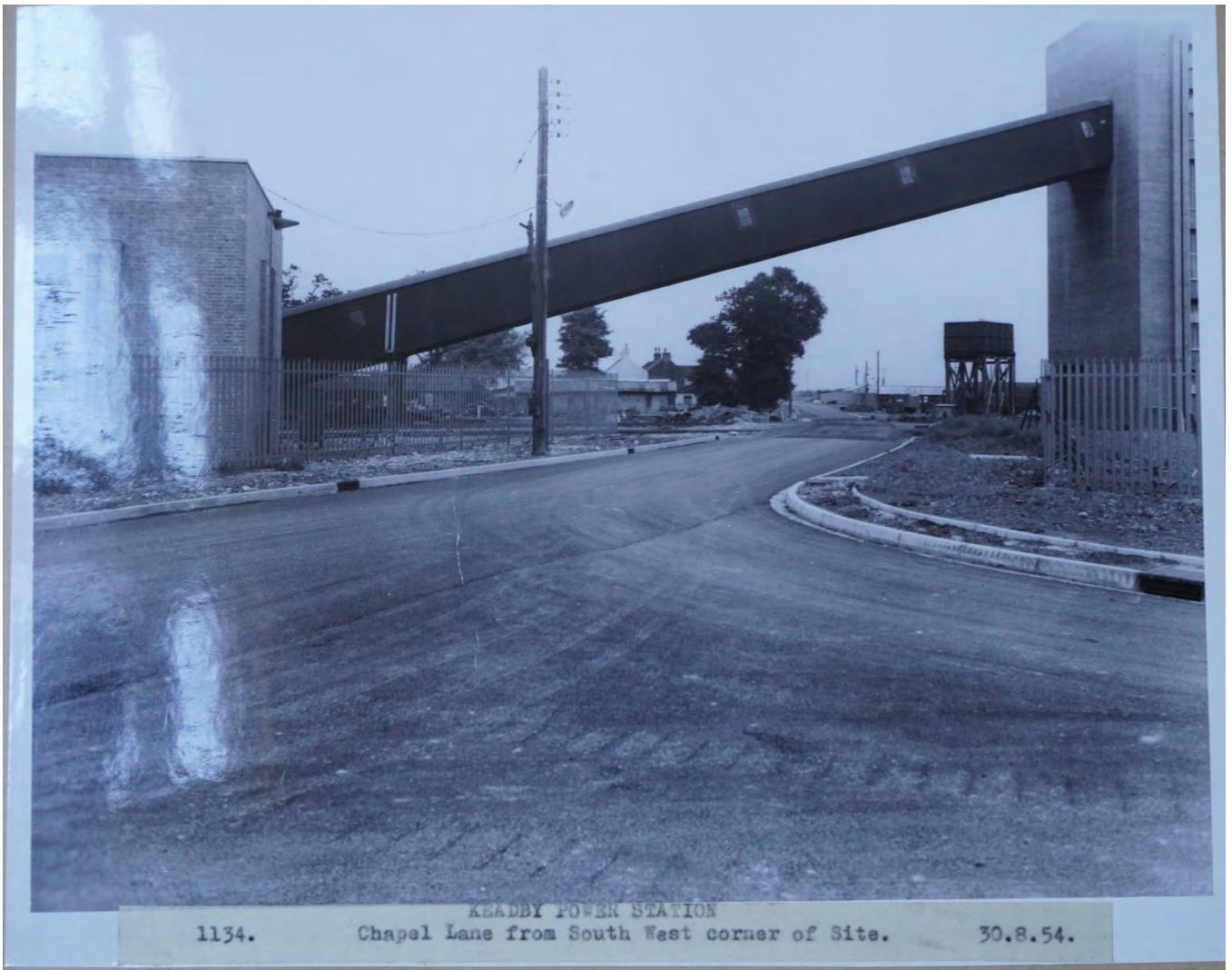
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1135.

KEADBY POWER STATION  
Chapel Lane from North West corner of Site.

30.8.54.

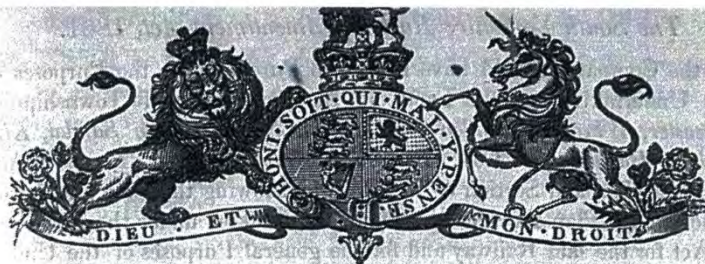


KEADBY POWER STATION  
1134. Chapel Lane from South West corner of Site. 30.8.54.





## DOCUMENT 3



ANNO VICESIMO QUARTO & VICESIMO QUINTO

VICTORIÆ REGINÆ.

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*Cap. clxix.*

An Act for the Extension of the *South Yorkshire* Railway across the *Trent*, near *Keadby* in *Lincolnshire*; and for granting further Powers to the *South Yorkshire* Railway and River *Dun* Company. [22d July 1861.]

WHEREAS the Railway of "The *South Yorkshire* Railway and River *Dun* Company" (who are herein-after referred to as "the Company") now terminates on the Left Bank of the River *Trent* in the Parish of *Keadby*: And whereas a Railway is now in course of Construction in the Parts of *Lindsey* in *Lincolnshire*, from the Right Bank of the *Trent*, and across the River *Ancholme*, to join the *Manchester, Sheffield, and Lincolnshire* Railway at *Barnetby-le-Wold*; and a Bill is pending in Parliament to authorize the said Undertaking under the Name of "The *Trent, Ancholme, and Grimsby* Railway:" And whereas it is expedient that the Company should have Power to extend the *South Yorkshire* Railway across the *Trent* to join the *Trent, Ancholme, and Grimsby* Railway, and that they should have Power to use the same Railway: And whereas the estimated Expense of the proposed Extension of the *South Yorkshire* Railway is Twenty-seven thousand five hundred Pounds: And whereas it is expedient

[Local.]

27 T

that



*The South Yorkshire Railway Amendment Act, 1861.*

that the Company should have Power to Purchase for the Purposes of their Undertaking certain Lands in the Parishes and Townships of *Doncaster, Wheatley, Bentley with Arksey, Sandal, Long Sandal, Kirk Sandal, Barnby-upon-Don, Stainforth, Hatfield, and Thorne*: And whereas a Plan and Section of the Railway showing the Line and Levels thereof, and a Plan showing the Lands to be taken under the Powers of this Act for the said Railway and for the general Purposes of the Undertaking of the Company, with Books of Reference to the Plans containing the Names of the Owners and Lessees or reputed Owners and Lessees, and of the Occupiers of the said Lands, have been deposited with the respective Clerks of the Peace for the *Lindsey Division of Lincolnshire* and for the *West Riding of Yorkshire*: And whereas the Capital of the Company formed as well by the original Subscriptions as by the Amalgamation of the Companies of the *River Don Navigation, the Sheffield Canal, the Dearne and Dove Canal, and the Stainforth and Keadby Canal*, now consists of Seven hundred and forty-one thousand and twenty Pounds Consolidated Stock and Shares, being the ordinary Share Capital of the Company; also of Four hundred and forty-eight thousand nine hundred and eighty Pounds Consolidated Stock and Shares, bearing Four *per Cent.* Preference Dividend; and of Five hundred thousand Pounds in Twenty Pound Shares, bearing a Five *per Cent.* Preference Dividend now in course of Issue; and the Company have also borrowed, under the Powers of the Company and of the Navigation and Canal Acts amalgamated therewith, and on the Thirtieth of *September* One thousand eight hundred and sixty stood indebted in the Sum of One million one hundred and four thousand three hundred and three Pounds Seventeen Shillings and Twopence: And whereas as well for the Purposes of this Act as for the general Purposes of the Company, it is necessary that the Company should be authorized to raise further Capital: And whereas it is expedient that the Company and the *Manchester, Sheffield, and Lincolnshire Railway Company* should be authorized to enter into the Arrangements herein-after contained: And whereas the Purposes aforesaid cannot be accomplished 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, as follows:

& 9 Vict.  
. 18. & 20.  
d 23 & 24  
et. c. 106.  
incorporated.

1. "The Lands Clauses Consolidation Act, 1845," "The Railways Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," shall be incorporated with and form Part of this Act.

The Railway.

2. In this Act the Words "the Railway" shall mean the Bridge across the *Trent*, the Railway, and the Works connected therewith respectively by this Act authorized to be constructed.

3. It



*The South Yorkshire Railway Amendment Act, 1861.*

3. It shall be lawful for the Company, subject to the Provisions in this and the incorporated Acts contained, to make and maintain the Railway herein-after described, with all proper Works, Approaches, and Stations, in the Line and upon the Lands delineated on the said Plan and described in the said Books of Reference, and according to the Levels described on the said Section; and the Company may enter upon, take, and use such of the said Lands as shall be necessary for such Purposes.

Power to make Rail-way according to deposited Plans.

4. The Railway (which will be wholly situate in the said *Lindsey* Division of *Lincolnshire*) shall commence by a Junction with the *South Yorkshire Railway* in the Township of *Keadby* and the Parish of *Althorpe*, cross the River *Trent*, and terminate in the Township of *Bramby* in the Parish of *Frodingham* by a Junction with the said *Trent, Ancholme, and Grimsby Railway*.

Describing Line of Rail-way.

5. Provided always, That nothing in this Act contained shall authorize the Company to enter upon, take, or use all or any Portion of the Land situate in the Parish of *Frodingham* numbered 4, 13, 14, 15, and 20 respectively on the deposited Plans referred to in this Act, nor any Portion of the Land situate in the said Parish, numbered 2 and 3 respectively on the said Plans, which will lie on the North Side of the Line of the South Fence of Number 4 when continued to the River *Trent*.

Limit of Deviation not to include certain herein-named Lands in Frodingham.

6. The Company may demand and receive for every Passenger and Animal, and for every Ton of Goods, Minerals, and other Matters and Things carried across the Bridge to be constructed over the said River *Trent* a Sum not exceeding One Penny, and they may further demand and receive for and in respect of the Railway the same Tolls and Charges as they are now authorized to receive in respect of their existing Undertaking, and the Railway shall in all respects be deemed Part of "the *South Yorkshire Railway*."

Power to take Toll for Bridge and Railway, to form Part of Company's Undertaking.

7. The Company may also enter upon, take, and use for the Purposes of their Undertaking all or any of the Lands shown upon the Plans and described in the Books of Reference deposited as aforesaid along with the Plan, Section, and Book of Reference relating to the Railway.

Power to purchase other Lands shown on Plans.

8. Subject to the Provisions in this Act and in "The Railways Clauses Consolidation Act, 1845," contained, it shall be lawful for the Company in the Construction of the Railway to carry the same across and upon the Level of the public Roads in the Parish of *Althorpe* numbered respectively 11 and 40a on the said deposited Plan; but no more than a single Line of Railway shall be laid down at such level Crossing so long as the Undertaking of the Company consists of a single Line of Railway; and in no Case shall more than a double Line of Railway be laid down on such level Crossing.

Level Crossings.

9. It



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Not to shunt  
Trains over  
level Cross-  
ing.

9. It shall not be lawful for the Company in shunting Trains to pass any Trains over such level Crossing, or to allow Trains to stand across the same.

Company to  
erect Station  
or Lodge  
where Road  
crossed on  
the Level.

10. For the greater Convenience, and Security of the Public the Company shall erect and permanently maintain either a Station or Lodge at the Point where the before-mentioned Road shall be crossed on the Level; and the Company shall be subject to and abide by all such Rules and Regulations with regard to the crossing of such Road on the Level, or with regard to the Speed at which Trains shall pass such Road, as may from Time to Time be made by the Board of Trade; and if the Company shall fail to erect and at all Times maintain such Station or Lodge, or to appoint a proper Person to watch or superintend the Crossing at any such Point or Station, or to abide by any such Rule or Regulation as aforesaid, they shall for any 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.

Board of  
Trade may  
require  
Bridge in-  
stead of  
level Cross-  
ing.

11. The Board of Trade (if it shall appear to them necessary for the Public Safety or Convenience, at any Time either before or after the Railway shall have been completed and opened for Public Traffic,) may require the Company within such Time as the Board shall direct, and at the Expense of the Company, to carry the said Road either under or over the Railway by means of a Bridge or Arch, instead of crossing the same on a Level, and to execute such other Works as under the Circumstances of the Case shall appear to the said Board of Trade the best adapted for removing or diminishing the Danger arising from such level Crossing.

Communica-  
tion with  
Trent, An-  
cholme, and  
Grimsby  
Railway to  
be made  
under the  
Direction of  
their En-  
gineer.

12. The Communication between the Railway hereby authorized, and the *Trent, Ancholme, and Grimsby* Railway, and all such Interferences with the Works of the said Railway as may be necessary or convenient for effecting such Communication, shall be made under the Direction and Superintendence of the Engineer for the Time being of the *Trent, Ancholme, and Grimsby* Railway Company; and in case of any Difference arising as to the Mode of effecting the Communication, the same shall be determined by a Referee to be appointed at the Cost of the Company by the Board of Trade on the Application of either Company.

Not to take  
Lands or in-  
terfere with  
Works of  
the said  
Railway.  
Company  
without  
Consent.

13. Excepting as is by this Act specially provided, nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to take or enter upon any of the Lands belonging to the *Trent, Ancholme, and Grimsby* Railway Company, or to alter, vary, or interfere with their Railway, or any of the Works thereof, further or otherwise than is necessary for the convenient Junction  
and



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and Intercommunication between their said Railway and the Railway hereby authorized, without the Consent in Writing of the *Trent, Ancholme, and Grimsby* Railway Company in every Instance for that Purpose first had and obtained.

14. The *Trent, Ancholme, and Grimsby* Railway Company may from Time to Time erect such Signals and Conveniences incident to the Junction, and appoint and remove such Watchmen, Switchmen, or other Persons as may be necessary for the Prevention of Danger to or Interference with the Traffic at and near the said Junction; and the working and Management of such Signals and Conveniences, whether on the Land of the same Railway Company or on Land of the Company, shall be under the exclusive Management and Regulation of the *Trent, Ancholme, and Grimsby* Railway Company; and all the Expense of erecting and maintaining such Signals and Conveniences, and of the Wages of such Watchmen, Switchmen, and other Persons, and all incidental current Expenses, shall at the End of every Half Year be repaid by the Company, and in default of such Repayment the Amount of such Expenses and Wages may be recovered from the Company in any Court of competent Jurisdiction.

As to Expense of Signals, Watchmen, &c.

15. Nothing in this Act or in the Acts incorporated in this Act contained shall lessen, defeat, prejudice, or affect the Jurisdiction or any of the Rights, Privileges, Powers, or Authorities of the Commissioners of Sewers for the Time being of and for the Limits of the Levels in the County of *Lincoln*, City of *Lincoln*, and County of the said City, and Part of the County of *Nottingham*, acting in and for the Wapentakes of *Manley, Corringham, and Aslaoce*, in the Parts of *Lindsey* in the County of *Lincoln*; but that the same and all Estate, Franchise, Right, Title, and Interest of the said Commissioners shall continue as fully and effectually to all Intents and Purposes as if this Act had not been made; and nothing herein or in the Acts incorporated herein contained shall be construed to authorize the Company, or any of their Agents, Servants, or Workmen, to alter, divert, or obstruct the Course or Channel of any River, Stream, Sewer, Cut, Drain, or Watercourse within the Limits of the said Levels, or any other River, Stream, Sewer, Cut, Drain, or Watercourse through or by means of which the Waters of the said Levels pass to their respective Outfalls, or to destroy or injure any Banks, Bridges, Culverts, or other Works affecting the Drainage of the said Levels, without the Consent in Writing of the said Commissioners or their Clerk or Surveyor for the Time being for that Purpose first obtained; and all and singular the Works of the Company, and all Lands, Tenements, and Hereditaments which may be taken or held by the said Company, shall, so far as concerns the Drainage and Preservation of the said Levels, be subject to the Control, Survey, Order, Direction, and Management of the said Commissioners of Sewers, and

Saving Jurisdiction of Commissioners of Sewers for the Wapentakes of Manley, Corringham, and Aslaoce.

[Local.]

27 U

shall



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shall be liable to all Drainage and other Rates, Taxes, and Impositions imposed or to be imposed by the said Commissioners, in like Manner as other Works and other Lands, Tenements, and Hereditaments within the said Levels now are or hereafter may be under and subject and liable to the same respectively, but only on the Basis of the agricultural Value of such Lands; and it shall not be lawful for the said Company to extend any public or private Drainage within the said Limits to any Land not previously drained by such public or private Drainage: Provided also, that in carrying the Railway over the *Ings Drain* situate in the Parish of *Frodingham*, numbered 16A in the deposited Plans referred to in this Act, there shall be made under the said Railway a clear Opening of the Width of Twelve Feet, and the Bottom of the said Opening shall be on a Level with the Top of the Sill of the Sluice of the *Bramby Sewer*, situate next the River *Trent* in the said Parish of *Frodingham*.

As to Bridge  
over Trent.

16. The Bridge over the River *Trent* authorized by this Act shall be constructed by the Company with Two opening Spans, each of Sixty Feet, on the Swivel Principle, and the Headway under all the Arches of the Bridge shall be Fifteen Feet above High-water Mark of ordinary Spring Tides; and the Bridge shall be constructed only on such a Line within the Limits of Deviation as the Lord High Admiral of the United Kingdom of *Great Britain and Ireland* or the Commissioners for executing the Office of Lord High Admiral shall previously approve of, such Approval to be signified in Writing under the Hand of the Secretary of the Admiralty: Provided always, that if the said Lord High Admiral or the said Commissioners shall require that the said Bridge shall be an opening Bridge of One hundred Feet in the Clear, then the said Bridge shall be made accordingly.

Plans to be  
laid before  
Admiralty,  
before com-  
mencing  
Works.

17. Previously to commencing the said Bridge or the Works respectively connected therewith the Company shall deposit at the Admiralty Office Plans, Sections, and Working Drawings of the Bridge and Works connected therewith, for the Approval 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, such Approval to be signified in Writing under the Hand of the Secretary of the Admiralty, and such Bridge and Works shall be constructed only in accordance with such Approval; and when any such Bridge or Works shall have been commenced or 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 Consent or Approval; and if any such Bridge or Works shall be commenced or completed, or be altered, extended, or constructed contrary to the Provisions of this Act, it shall be lawful for the said Lord High Admiral or the said Commissioners for executing the Office of



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of Lord High Admiral to abate, alter, and remove the same, and to restore the Site thereof to its former Condition, at the Cost 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, or may be recovered with Costs as a Penalty is or may be recoverable from the Company.

18. During the Construction of the Bridge and Works connected therewith the Company shall cause to be hung out or exhibited every Night, from Sunset to Sunrise, Lights to be kept burning by and at the Expense of the Company, for the Navigation and safe Guidance of Vessels, and for ever after the Completion of the Bridge the Company shall cause to be hung out or exhibited upon or near to the Centre of each Opening of the Bridge every Night from Sunset to Sunrise a good and sufficient Light, to be kept burning by and at the Expense of the Company, for the Navigation and safe Guidance of Vessels, and which Lights shall be from Time to Time altered by the Company in such Manner, and be of such Description, and be so used and placed, as the Lord High Admiral or the Commissioners for executing the Office of Lord High Admiral shall by Writing under the Hand of the Secretary of the Admiralty approve of, and in case the Company shall neglect to exhibit and keep either or any of such Lights burning as aforesaid they shall forfeit and pay for every such Neglect the Sum of Ten Pounds.

Lights to be shown at Bridge.

19. Previously to commencing the said Bridge the Company shall, at their Expense, clear away and entirely remove all Deposits and Banks near the Eastern End of the said Bridge, to the Satisfaction of the said Lord High Admiral or of the said Commissioners for executing the Office of Lord High Admiral.

Company to clear away Deposits, &c. before commencing.

20. It shall not be lawful for the Company or any Person or Persons acting under them to detain any Vessel, Barge, or Boat navigating the River *Trent* for a longer Space of Time than may be sufficient to admit of any Carriages or Trains regularly traversing the said Railway and approaching the said Bridge to cross the said River *Trent*, and for opening the said Bridge to admit such Vessel, Barge, or Boat to pass; and in case the Company or any Person or Persons acting under them shall detain any such Vessel, Barge, or Boat contrary to the Provisions of this Act, or demand, take, or receive any Toll for the Passage of any Person or Persons, Vessel, Barge, or Boat, the said Company or every Person so offending shall in every such Case forfeit and pay the Sum of Ten Pounds, but nothing in this Act shall prevent any Remedy for Damages which any Party may sustain in respect of any such Detention as aforesaid.

Vessels not to be detained.

21. If



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Admiralty  
may order  
local Sur-  
vey at Ex-  
pense of  
Company.

21. If at any Time or Times it shall be deemed expedient by the Lord High Admiral of the United Kingdom or the Commissioners for executing the Office of Lord High Admiral to order a local Survey and Examination of any Works of the Company in, over, or affecting any tidal or navigable Water or River or of the intended Site thereof, the Company shall defray the Costs of every 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.

Works af-  
fecting tidal  
Waters  
abandoned  
may be re-  
moved by  
Admiralty  
at Expense  
of Company.

22. If any Work to be constructed by the Company in, under, over, through, or across any tidal Water or navigable River, or if any Portion of any Work which affects or may affect any such Water or River, or Access thereto, shall be abandoned or suffered to fall into Disuse or Decay, 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 Cost and Charge of the Company; and the Amount thereof shall be a Debt due from the Company to the Crown, 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.

Reserving  
Powers of  
Warping.

23. And whereas *Charles Winn* Esquire is or claims to be the Owner of a Warping Drain situate in the said Parish of *Frodingham* near to and on the North Side of the Railway, with Works connected therewith, and it may be desirable that the said Warping Drain and Works shall hereafter be used for the Purpose of warping certain Lands and Grounds lying on the South Side of the Railway: The Company shall at all Times hereafter, on receiving Notice in Writing from the said *Charles Winn* or other the Owner for the Time being of the said Warping Drain, make and maintain Two Openings underneath the Railway, each of the Width at the Bottom thereof of Fifty-five Feet, and to be formed with a Slope or Batter of One Foot and a Half horizontal to One Foot perpendicular, and such Bottom to be on a Level with the Top of the Sill of the Sluice of the said Warping Drain near the River *Trent*, for enabling him to warp by means of the said Warping Drain and Works any Lands lying on the South Side of the said Railway.

Powers for  
compulsory  
Purchases  
limited.

24. The Powers by this Act conferred for the compulsory Purchase of Lands shall not be exercised after the Expiration of Two Years from the passing of this Act.

25. The



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25. The Railway shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act granted to the Company for making the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall then be completed.

Period for  
Completion  
of Railway.

26. If the Railway is not completed and opened for Public Traffic within the Period of Five Years from the passing of this Act, then and from thenceforth the Company or the Directors thereof shall not pay any Dividend to the Shareholders on the ordinary Capital of the Company until the Railway is completed and opened for Public Traffic.

Payment of  
Dividend  
suspended  
unless Line  
opened.

27. The Company and all Persons and Corporations lawfully using their Railway may pass over and use with their Engines and Carriages and Servants, and for the Purposes of Traffic of all Kinds, the *Trent, Ancholme, and Grimsby* Railway, and the Stations, Sidings, Watering Places, Signals, Signal Posts, and other Machinery, Booking and other Offices, Buildings, Approaches, Works, and Conveniences belonging to or connected with the said *Trent, Ancholme, and Grimsby* Railway, and the Owners of the said *Trent, Ancholme, and Grimsby* Railway shall make all requisite Arrangements for that Purpose.

Power to  
use *Trent,  
Ancholme,  
and Grimsby  
Railway* and  
Barnetby  
Station of  
the Man-  
chester,  
Sheffield, and  
Lincolnshire  
Railway.

28. The Terms, Conditions, and Regulations to which the Company and such other Persons and Corporations as aforesaid shall be subject in respect of the said Use, and the Tolls or other Consideration to be paid by them for the same, shall, as to the Tolls and Charges to be paid in respect of such User, be a Mileage Rate for the Distance traversed upon the said *Trent, Ancholme, and Grimsby* Railway equal to that received by the carrying Company upon their own Railway in respect of each Passenger, Animal, Article, Matter, or Thing carried, save that in case such Mileage Rate shall not amount to the gross Sum of Fourpence for every Ton of Coals and Sixpence for every Ton of Iron Ore so carried, such gross Sums shall respectively be the Charges paid; and the other Conditions and Regulations affecting such Use shall be such as are already or may hereafter be agreed upon between the Parties from Time to Time, or such, in case of Difference, as shall be from Time to Time determined by an Arbitrator to be appointed by the Board of Trade; and the Decisions of such Arbitrator shall be binding and conclusive on all the Parties in difference, and the Costs and Expenses of such Arbitrator shall be defrayed as the Arbitrator shall direct; and either of the Companies or such other Persons or Corporations as aforesaid who shall refuse or neglect to perform, observe, and conform to any Decision given or Regulation made by any such Arbitrator in the Premises shall forfeit and pay to such Person or Company as the Arbitrator shall determine any Sum not exceeding Fifty Pounds for every such Offence, and Twenty Pounds for every Day during which such Offence shall continue.

Terms of  
such Use.

[Local.]

27 X

29. The



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Byelaws to  
be observed.

29. The Company, in using or traversing the said *Trent, Ancholme, and Grimsby* Railway, and in using the Stations and Conveniences thereof, in accordance with the Provisions herein-before mentioned, shall at all Times observe the Regulations and Byelaws for the Time being in force on the respective Undertakings so used, so far as such Byelaws shall respectively be applicable to the Company.

Company  
may apply  
their Funds  
towards  
Purposes of  
Act.

30. It shall be lawful for the Company to apply towards the Purposes of this Act any of the Monies which they are already authorized to raise and which may not be required by them for the Purposes of their Undertakings.

Power to  
Company to  
raise ad-  
ditional  
Capital.

31. The Company may from Time to Time raise (in addition to the Sums of Money which they are authorized to raise) any further Sums not exceeding in the whole One hundred thousand Pounds, by the Creation of new Shares in their Undertaking, which Shares shall form Part of the general Capital of the Company, and shall be of such Amounts as will allow the same to be conveniently apportioned or disposed of according to the Resolution of any Ordinary or Extraordinary Meeting of the Company; and the Company may from Time to Time, but subject to the Provisions of this Act, fix the Amounts and Times of Payment of the Calls on Shares created under the Powers of this Act, and dispose of such Shares on such Terms and Conditions as may be so resolved upon.

If ordinary  
Shares at a  
Premium  
new Shares  
to be offered  
to existing  
Share-  
holders.

32. Provided always, That if at the Time of issuing any new Shares under this Act the ordinary Shares of the Company are at a Premium the new Shares issued shall be offered to the then Holders of the ordinary Shares in proportion to the ordinary Shares held by them respectively; and every such Offer shall be made by Letter under the Hand of the Treasurer or Secretary of the Company given to every such Shareholder, or sent by Post addressed to him according to his Address in the Company's Register, or left for him at his usual or last Place of Abode; and every such Offer made by Letter sent by Post shall be considered as made on the Day on which the Letter in due Course of the Post ought to be delivered at the Place to which it is addressed.

Privileges  
may be at-  
tached to  
new Shares.

33. The Company may, with the Consent of Three Fifths at least of the Votes of their Shareholders present, personally or by Proxy, at any Extraordinary Meeting convened with due Notice of the Object, attach to all or any of the Shares to be created under the Powers of this Act any preferential Dividend, with or without other Privileges, which the Company may think fit, and may attach to the said Shares a Condition that the same may be redeemed upon Conditions to be stated in the Resolutions creating the same, and for the Purpose of redeeming the same or any Part thereof the Company may create and issue from Time



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to Time fresh Shares; with or without any special Advantages; provided that any fixed or preferential Dividend to be granted by the Authority of this Act shall not exceed the Rate of Five per Centum per Annum on the Amount for the Time being paid up on such Shares; and provided that if in any Year ending the Thirty-first Day of December there shall not be Profits of the Company available for the Payment of the whole of any such preferential Dividends, the Deficiency shall not be made good out of the Profits of any subsequent Year or out of any other Funds of the Company.

34. Provided always, That any Preference or Priority in the Payment of Interest or Dividend which may be granted in respect of any new Shares created in pursuance of this Act shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any other Shares or Stock which may have been previously granted by the Company, by or in pursuance of or which may have been confirmed by any Act of Parliament passed prior to this Act or which may otherwise be lawfully subsisting.

35. The Amount of any One Call to be made upon the Shares created under the Powers of this Act shall not exceed One Fourth of the Amount of such Shares, and there shall be an Interval of Two Months at least between every Two successive Calls, and not more than Three Fourths of the Amount of each Share shall be called up in any One Year.

36. Every Person who becomes entitled to any Share created under the Powers of this Act shall in respect of the same be a Shareholder in the Company, and (except as otherwise provided by or under the Powers of this Act) shall be entitled to a Dividend with the other Shareholders, proportioned to the Amount for the Time being paid up on such Shares.

37. The Proprietors of any new Shares created under the Powers of this Act shall be entitled to such Number of Votes in respect thereof as the nominal Amount represented by such Shares would have entitled them to if they had been possessed of original Shares in the Company.

38. The Company may from Time to Time, under the Powers of this Act, borrow on Mortgage beyond the Sum now borrowed by them any additional Sum of Money not exceeding Thirty-three thousand Pounds, but no Part of that Sum shall be borrowed until the whole of the additional Capital by this Act authorized to be raised by new Shares is *bond fide* subscribed for or taken, and One Half thereof is paid up, and until the Company shall prove to the Justice who is to certify

unintelligible  
raised to  
than before  
Saving ex-  
isting Pre-  
ference  
Shares.

Limit of  
Amount and  
Number of  
Calls.

Dividends  
on new  
Shares.

Votes of  
Proprietors  
of new  
Shares.

Power to  
borrow on  
Mortgage.



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certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all such additional Capital has been subscribed for or taken *bond fide*, and is held by the Subscribers or their Assigns, and that such Subscribers and their Assigns are legally liable for the same, of which Proof having been given the Certificate of such Justice under that Section shall be sufficient Evidence.

Application  
of Sums  
raised under  
this Act.

39. All and every Part of the Monies which the Company are by this Act authorized to raise by new Shares or Mortgage shall be applied only to the Purposes authorized by this Act and the other Acts relating to the Company.

Part of  
8 & 9 Vict.  
c. 16. in-  
corporated.

40. The Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," "with respect to the Distribution of the Capital of the Company into Shares," "with respect to the Transfer or Transmission of Shares," "with respect to the Payment of Subscriptions and Means of enforcing the Payment of Calls," "with respect to the Forfeiture of Shares for Nonpayment of Calls," "with respect to the borrowing of Money by the Company on Mortgage or Bond," "with respect to the Conversion of the borrowed Money into Capital," "with respect to the Consolidation of Shares into Stock," shall be incorporated with this Act, and shall apply to all Shares created and to Mortgages granted and Money borrowed under the Powers of this Act.

Power to  
enter into  
Traffic Ar-  
rangements  
with Man-  
chester,  
Sheffield, and  
Lincolnshire  
Railway  
Company.

41. With respect to Traffic originating at or destined for Delivery at Places on the *South Yorkshire Railway*, or destined for Delivery at or originating at Places East of *Barnetby-le-Wold*, the Company and the *Manchester, Sheffield, and Lincolnshire Railway Company* may from Time to Time enter into Contracts or Arrangements with respect to the following Purposes or any of them; (that is to say,)

The Collection, Conveyance, and Conduct of such Traffic, and the Supply of any Rolling or Working Stock, or of any Officers or Servants required for the Purposes thereof:

The fixing and levying of the Tolls, Rates, and Charges arising in respect of such Traffic on the *South Yorkshire Railway* and the *Manchester, Sheffield, and Lincolnshire Railway East of Barnetby-le-Wold*:

The Division between them of the Receipts arising from the said Traffic, and the Payments to be made with respect to any of the Matters aforesaid.

Conditions  
of such  
Agreements.

42. All Agreements under this Act made between the said Companies shall be subject to the Approval of the Board of Trade, and no such Agreement shall in any Manner increase or diminish, alter or affect any of the Tolls, Rates, or Charges which the said Companies are from Time to



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to Time respectively authorized and entitled to demand or take from any Person; but all other Persons shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railways to which the Agreement relates, on the same Terms and Conditions, and on Payment of the same Tolls and Charges, as if the Agreement were not entered into.

43. No such Agreement shall have any Operation or Effect unless and until it be submitted to and approved by not less than Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at Extraordinary Meetings of the said respective Companies specially convened for the Purpose.

To be first approved by Shareholders.

44. It shall be lawful for the Board of Trade, if they think fit, at the Expiration of Ten Years from the making of any such Agreement under this Act, and on the Expiration of every Ten Years from the Period when any Revision thereof shall be made by them, to cause the same to be revised, and the Board of Trade shall have Power to declare that any Modification required by that Board shall be made accordingly, unless the same be objected to by both Companies; and in such Case the Board of Trade may declare that at the End of not less than Twelve Months after Notice being given to the Companies of such Modification being required, the said Agreement shall determine.

Agreements between Companies may be modified by the Board of Trade.

45. The Company, previously to the Expiration of each decennial Period, shall give such public Notice as the Board of Trade may prescribe, that the Board is about to enter on the said Revision and will entertain Complaints with a view to the Removal of any Evil resulting to the Public from any such Arrangement.

Public Notice at Expiration of decennial Period.

46. Nothing in this Act contained shall lessen or invalidate the Right to make Contracts which the Company or the *Manchester, Sheffield, and Lincolnshire* Railway Company may derive from "The Railways Clauses Consolidation Act, 1845," or from the general Law or special Enactments.

Saving existing Right to contract.

47. It shall not be lawful for the Company, out of any Money by this Act or by any other Act relating to the 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 Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder 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.]*

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48. It



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

48. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised for the Purposes of such Act, 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 Company to construct any other Railway or to execute any other Work or Undertaking.

Railway not  
exempt from  
Provisions  
of present  
and future  
General  
Acts.

49. Nothing herein contained shall be deemed or construed to exempt the Railway or the Company from the Provisions of any General Act relative to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this 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 to be taken by the Company, or of the Rates for small Parcels.

Not to take  
or use  
Lands, &c.  
of the  
Crown with-  
out Consent.

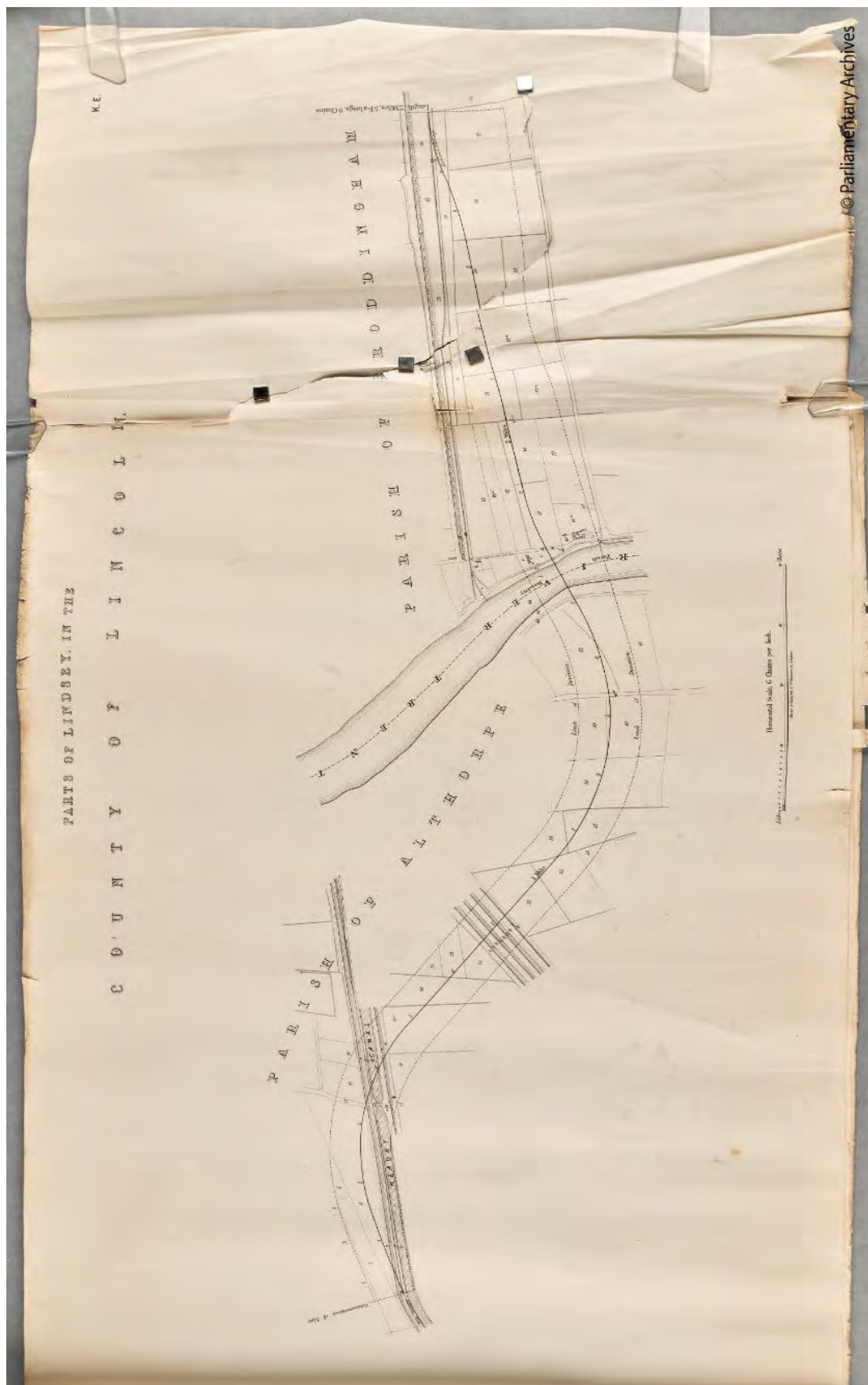
50. Nothing contained in this Act shall authorize the Company to take, use, or in any Manner interfere with any Foreshore belonging to the Crown, if any, or any other Land, Soil, Tenements, or Hereditaments, or any Rights of whatsoever Nature, if any, belonging to or enjoyed or exercisable by the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give); neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exercisable by the Queen's Majesty, Her Heirs or Successors.

Short Title.  
Expenses  
of Act.

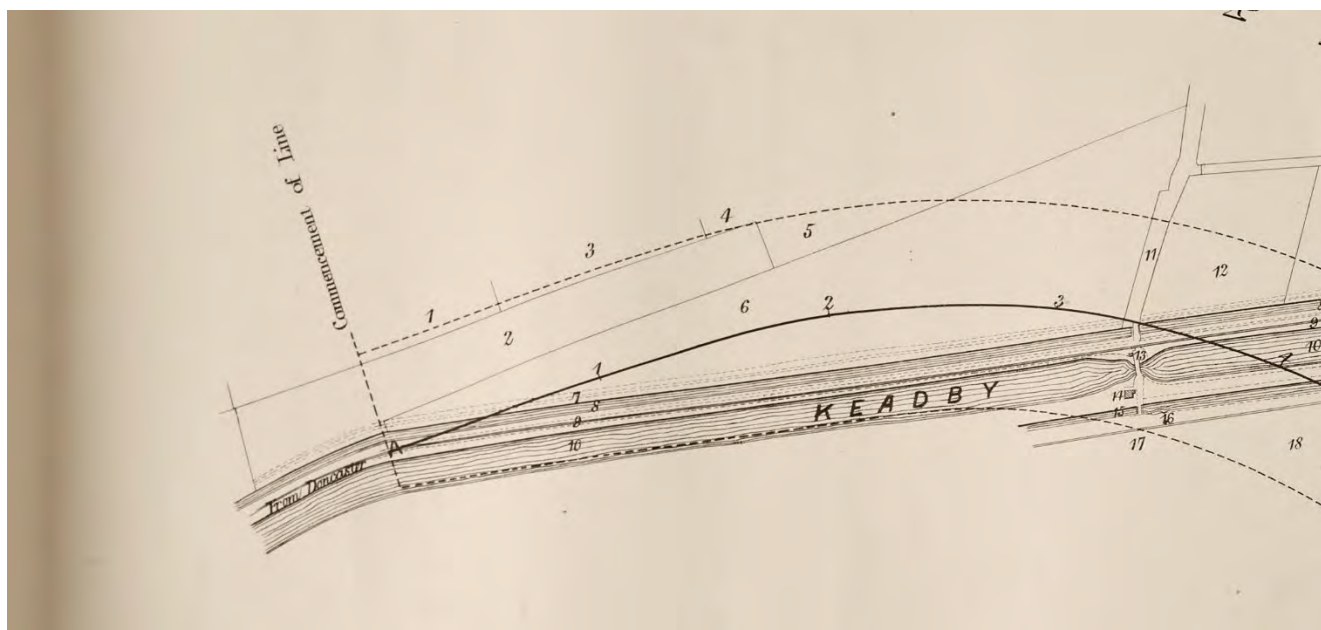
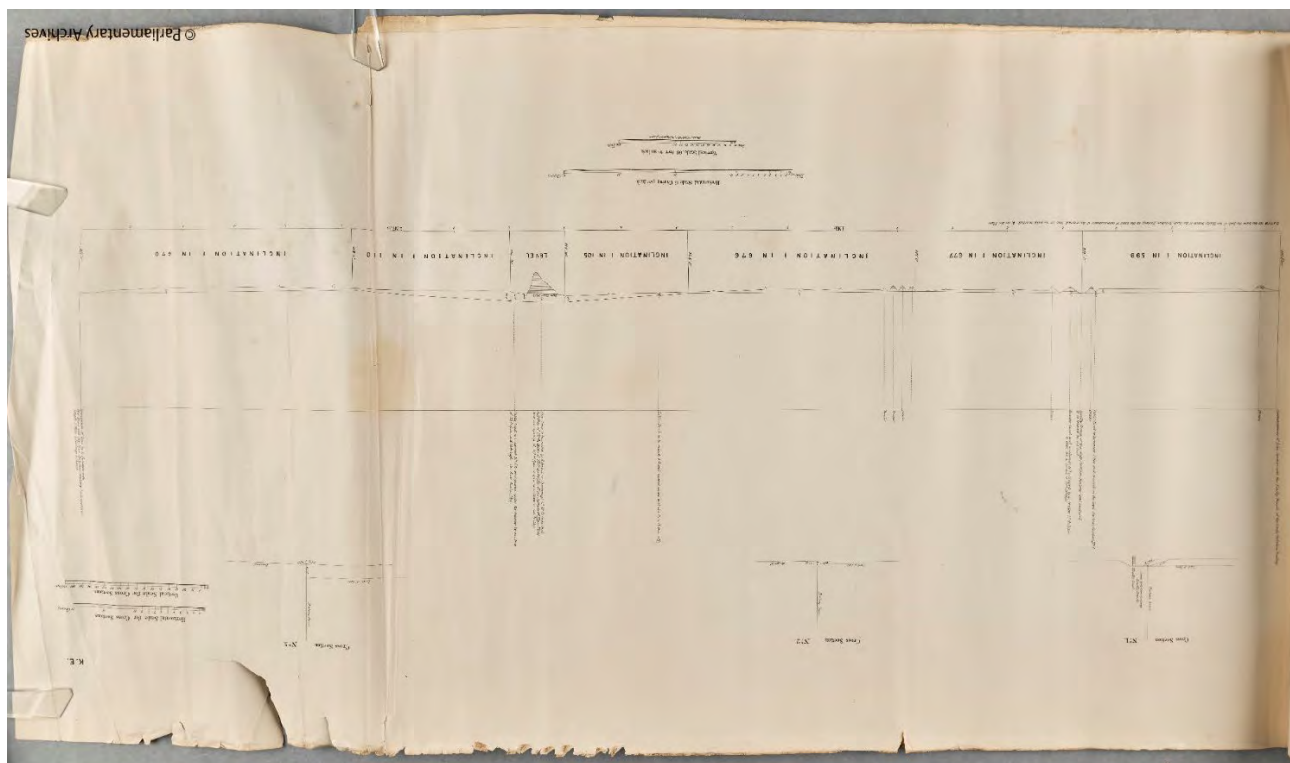
51. This Act may be cited as "The South Yorkshire Railway Amendment Act, 1861," and all the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

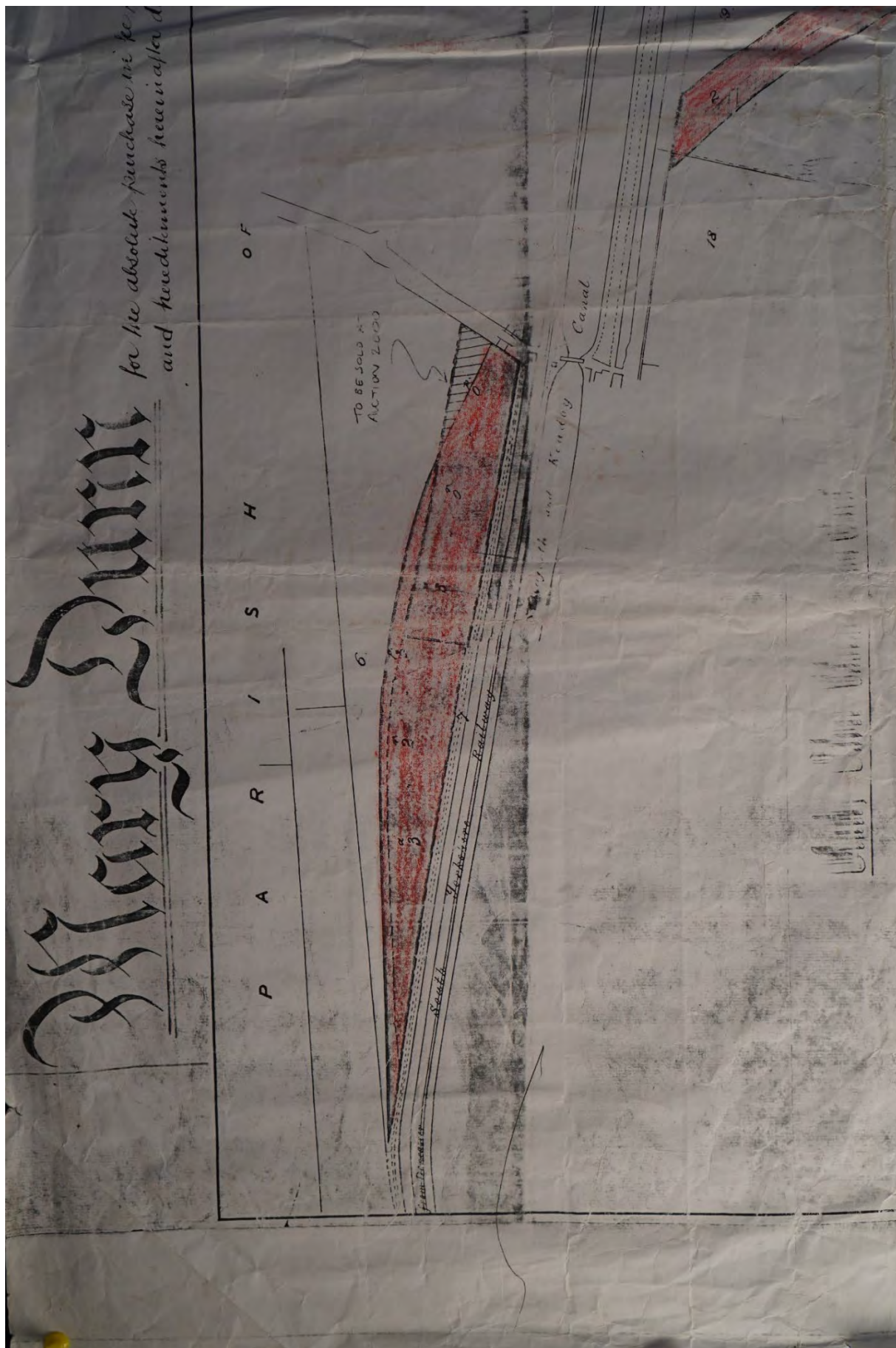
LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1861.











# COUNTY OF LINCOLN

MS & L.R.Y.  
River Dun Navigation  
Sheet No 13.

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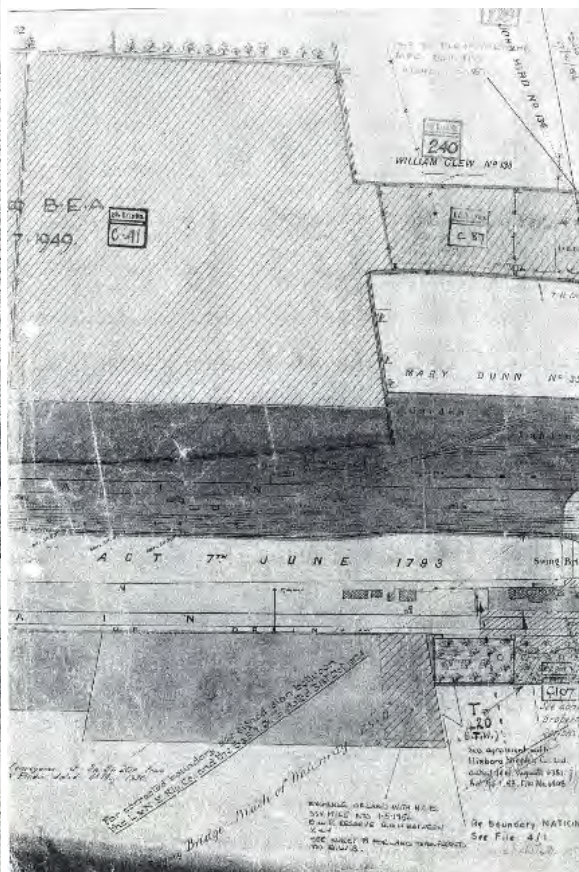
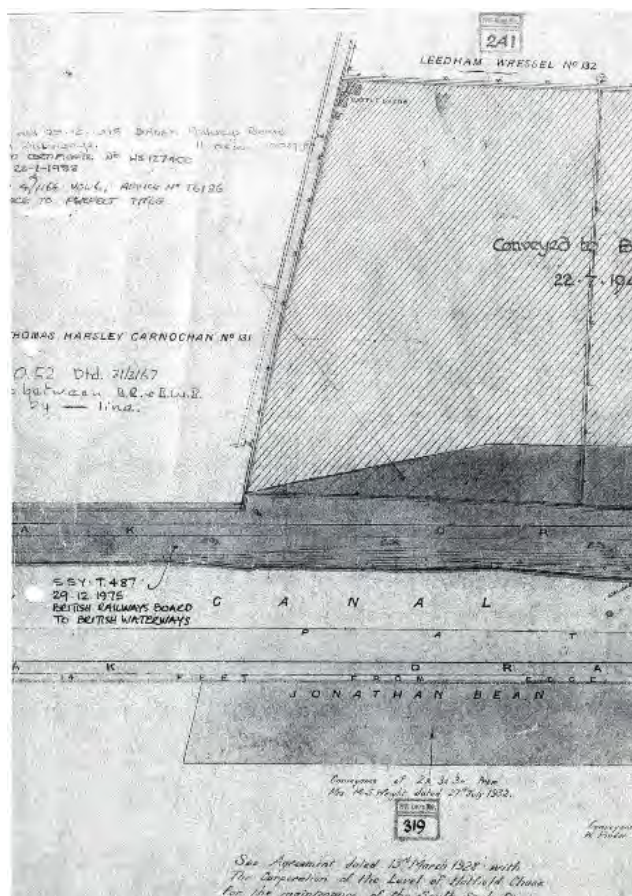
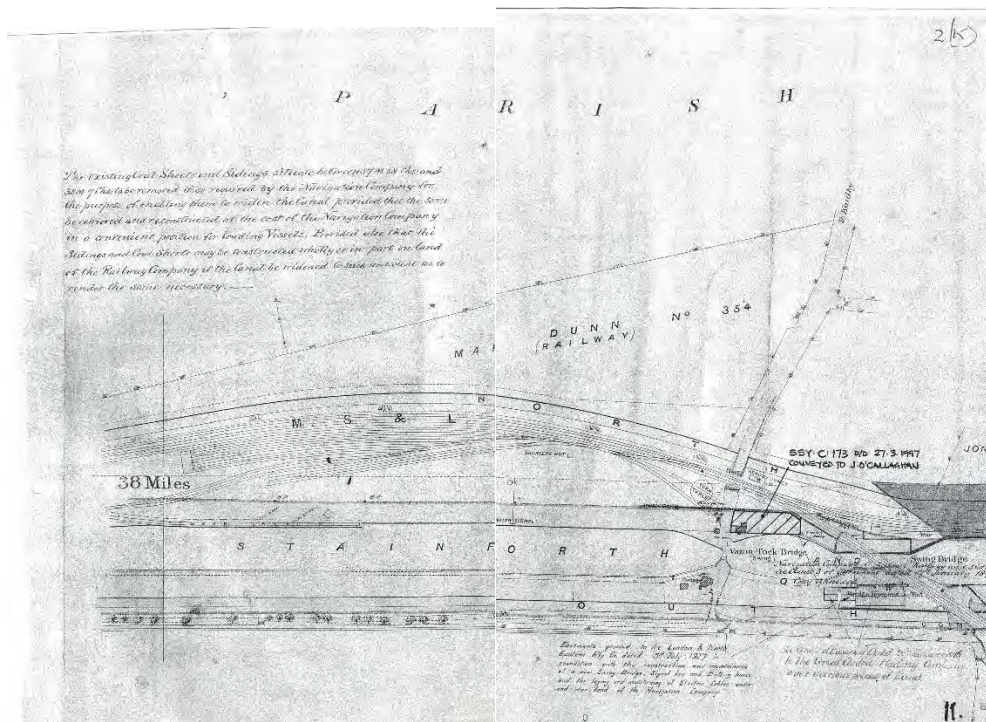
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# COUNTY OF LINCOLN



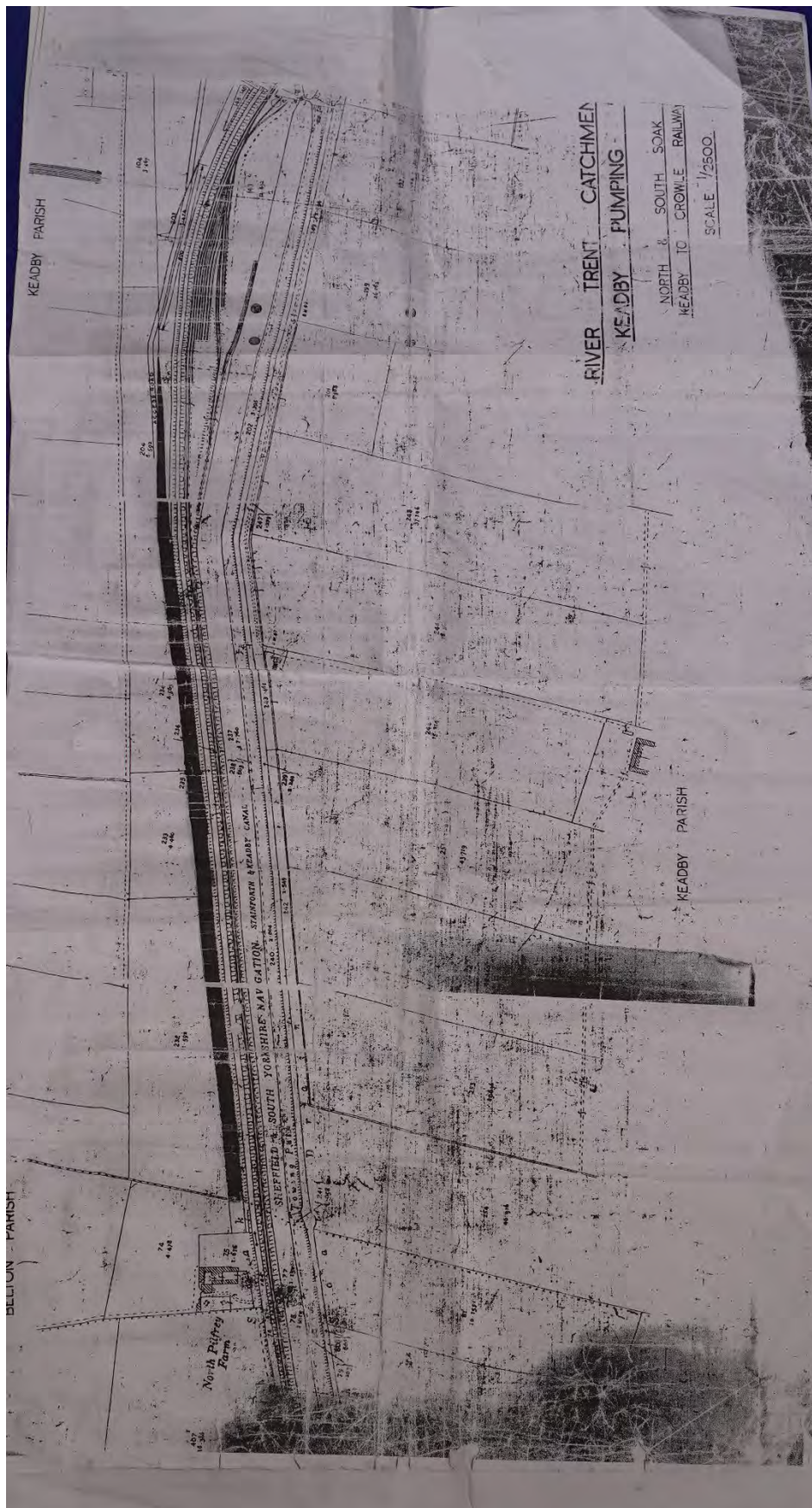
SCALE - 2 Chains to an Inch  
H. Smith, Surveyor & Lithographer 5 King St. Bathurst





Document 7 River Trent Pumping station







Document North Soke Drain Keadby



10369

24.9.48

VIEW FROM SOUTH WEST

AERO PICTORIAL LTD  
110, REGENT STREET, W.1



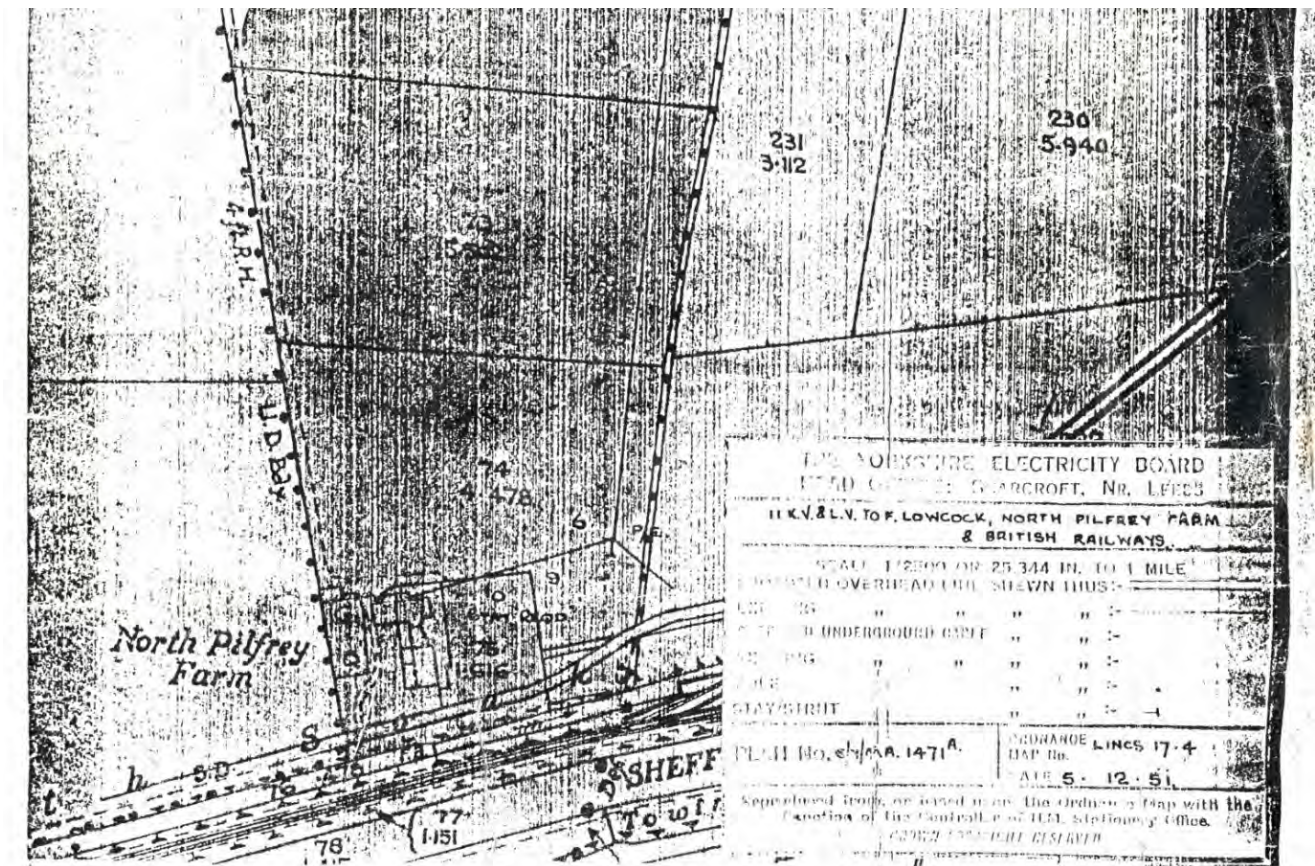
10372

24.9.48

VIEW FROM SOUTH EAST

AERO PICTORIAL LTD  
110, REGENT STREET, W.1





Document 5









KEADBY POWER STATION : CONTRACT NO. 1.

No. 244 - Disposal of excavated material - Portion of  
North Soak Drain East of Syphon Headworks to be filled.  
15/9/50.



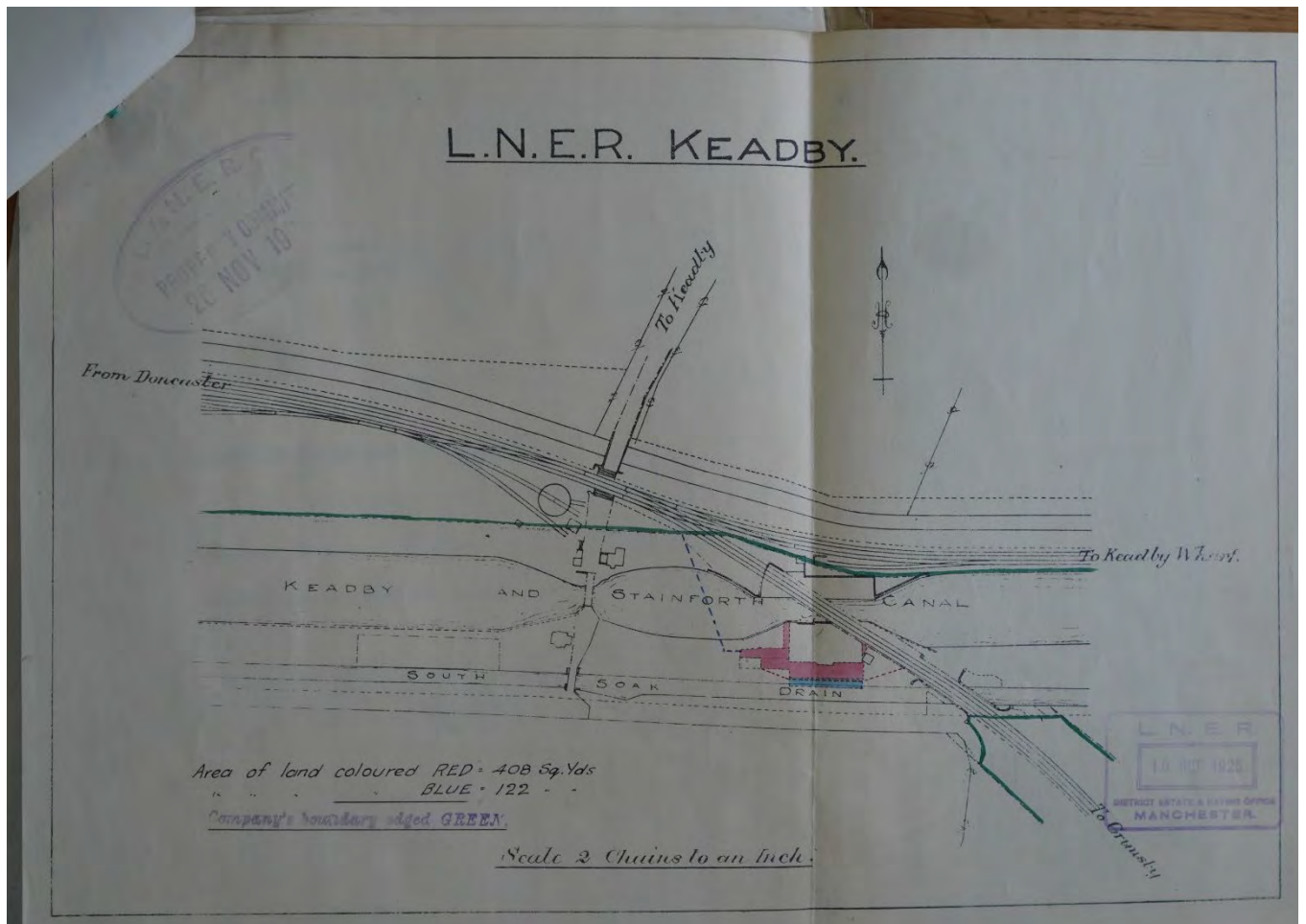
KEADBY POWER STATION : CONTRACT NO. 1.

No. 720 - Disposal of excavated material - small tip  
in old-soak section of North Soak Drain - Time limit-  
ing east - 17/7/50.











STATUTORY INSTRUMENTS

1956 No. 449

RAILWAYS

LIGHT RAILWAYS

The Keadby Light Railway Order, 1956

Made - - - - 16<sup>th</sup> May, 1956

Coming into Operation 28<sup>th</sup> May, 1956

The Minister of Transport and Civil Aviation (hereinafter referred to as "the Minister") on the application of the Central Electricity Authority (hereinafter referred to as "the Authority") and in exercise of the powers conferred upon him by sections 7, 9 and 10 of the Light Railways Act, 1896(a) as amended by the Light Railways Act, 1912(b) and Part V of the Railways Act, 1921(c) and of all other powers him enabling in that behalf hereby makes the following Order:—

*Citation and commencement*

1. This Order shall come into operation on the <sup>twenty-eighth</sup> day of <sup>May</sup>, 1956, and may be cited as "The Keadby Light Railway Order, 1956".

*Interpretation*

2.—(1) In this Order, unless the context otherwise requires, the following expressions have the meanings hereby respectively assigned to them, that is to say:—

"the Authority" means the Central Electricity Authority;

"the Commission" means the British Transport Commission;

"the principal Act" means the Light Railways Acts, 1896 and 1912, as amended by the Railways Act, 1921, and the expression "the Act of 1896" or "the Act of 1912" means those Acts respectively amended as aforesaid;

"the railway" means the railways and works by this Order authorised or (as the case may be) any part thereof;

"the undertaking" means the undertaking by this Order authorised;

"the plan" "the section" and "the book of reference" mean respectively the plan, section and book of reference deposited in respect of the application for this Order with the Ministry of Transport and Civil Aviation and signed by an Assistant Secretary of the Ministry of Transport and Civil Aviation;

"mechanical power" includes steam, electric and every other motive power not being animal power, and "engine" includes motor;

"the road authority" means the County Council of the Administrative County of Lincoln (Parts of Lindsey);

(a) 59 & 60 Vict. c. 48.

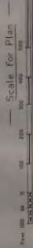
(c) 11 & 12 Geo. 5. c. 55

(b) 2 & 3 Geo. 5. c. 19.

the plan "the section" and "the book of reference" mean respectively the plan section and book of reference

SCALES  
HORIZONTAL 1 TO 2500  
VERTICAL 1IN. TO 4FT

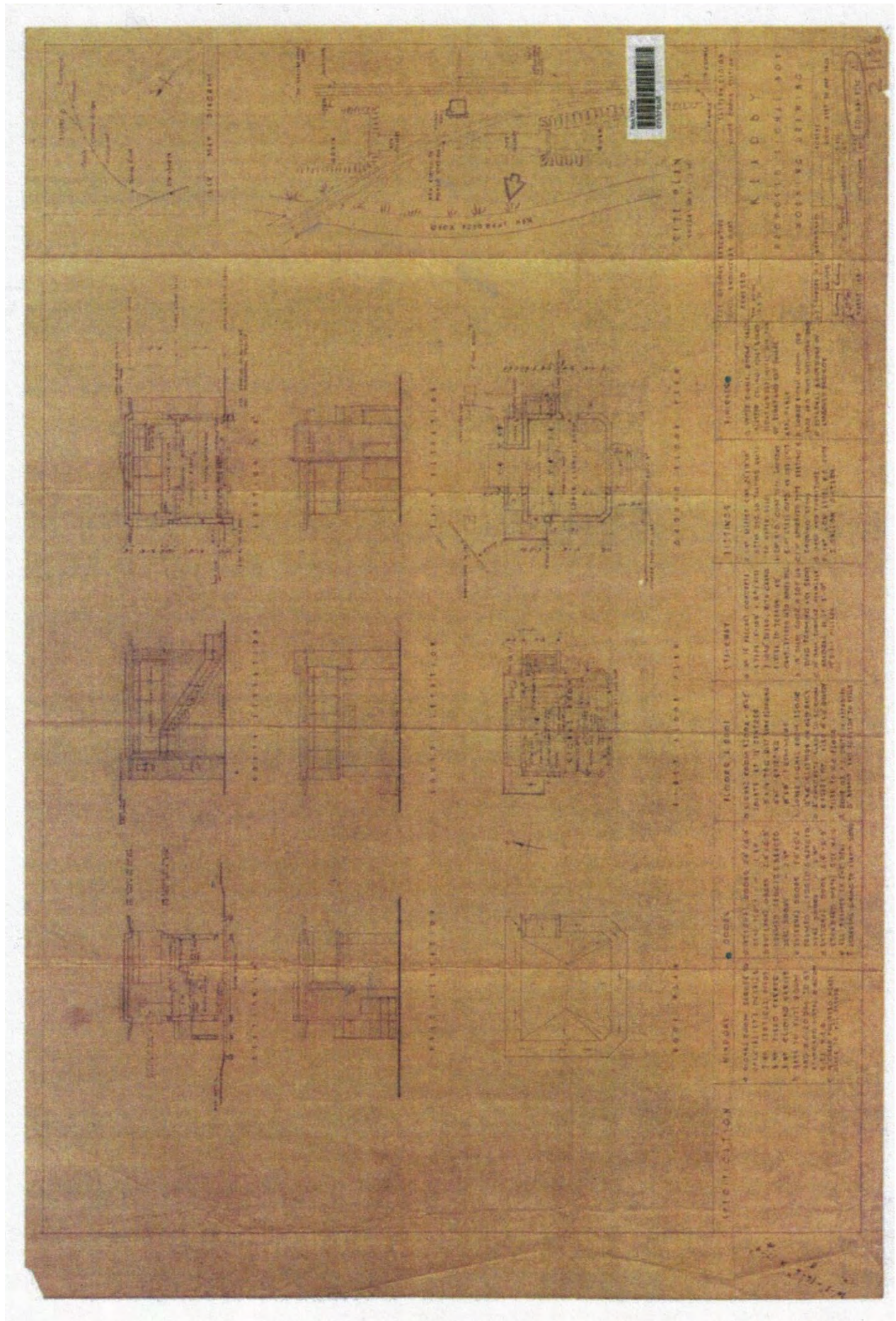


[illegible]

Level of temporary bench mark on concrete trestle foundation of coal conveyor gantry is 8.57 feet below the level of the Ordnance bench mark on the wall of the lock connecting the Stamford and Reading Canal with the River Trent. This Ordnance bench mark is 13.52 feet above the Liverpool Ordnance

SECTION AA  
CROSS SECTION OF RAILWAY AT CHAPEL LANE







BRITISH RAILWAYS

THE RAILWAY EXECUTIVE  
EASTERN REGION

CIVIL ENGINEER  
KING'S CROSS STATION  
LONDON, N.1

J. I. CAMPBELL  
Civil Engineer  
4, E. PERKINS  
Stationer-Civil Engineer  
Leamington  
LEAMINGTON 1950  
Leamington 3495  
Leamington, Warwick  
CIVIL ENGINEER LONDON

5th April, 1950.

Ar.17251.

The Clerk,  
Rural District Council of Isle of Axholme,  
Epworth,  
Doncaster.

Dear Sir,

Readby Power Works Signal Box.

I enclose copy of drawing No.50/LA/5714 showing design of a septic tank which it is proposed to use in conjunction with the above. The work will be carried out under the supervision of Sir Wm. Halcrow & Partners.

I shall be glad to receive your formal approval to the enclosed drawing.

Yours faithfully,

J. I. Campbell

RTW/B.  
ENCLO.





KEADBY POWER STATION, CONTRACT No. 1

No. 144 Access Railway - North Piltrey Culvert - Driving bearing piles for Signal Box 11/3/50.





KEADBY POWER STATION : CONTRACT NO.1.  
 No. 693 - Access Railway - Level crossing at North  
 Pilfrey - View from west - 9/7/52.



KEADBY POWER STATION  
 1339 Access Road looking East from Level Crossing. 8.2.56



KEADBY POWER STATION  
1338 Access Road looking west from Chapel Lane. 8.2.56



(12)

No. <i>O. 52 3 1/2 Ct</i>	
RENT ROLL Fe...	
TERMINATION SQ...	
INSURANCE REGISTER	
ADDED ON LINE PLAN	<i>5/11/67 S.S.</i>

Dated *31<sup>st</sup> March* 19*67*

**THE BRITISH RAILWAYS BOARD**  
AND  
**THE BRITISH WATERWAYS BOARD**

TRANSPORT ACT, 1962

---

**Agreement**

demarcating the lands of the Boards at  
*STAINCROTH & NEADBY CANALS*

---

This Agreement is made the 31<sup>st</sup> day of March

One thousand four hundred and Fifty Seven BETWEEN THE  
BRITISH RAILWAYS BOARD (hereinafter called "the Railways Board") of the one part and  
THE BRITISH WATERWAYS BOARD (hereinafter called "the Waterways Board") of the other  
part.

WHEREAS:

1.—THE parties hereto are constituted by the Transport Act, 1962 (hereinafter called "the Act of 1962")

2.—IT is provided by Section 31 of the Act of 1962 that on the vesting date therein defined which date has been appointed as the 1st January 1963 (hereinafter called "the vesting date") there should by virtue of the Act of 1962 be transferred to and vest in the Railways Board (here also the property rights and liabilities comprised in the part of the undertaking of the former British Transport Commission (hereinafter called "the Commission") which constituted the Commission's railway system except so much of it as was carried on through or managed by the London Transport Executive or was within any of the harbours listed in Part II or Part III of the Third Schedule to the Act of 1962.

3.—IT is further provided by the said Section that on the vesting date there should by virtue of the Act of 1962 be transferred to and vest in the Waterways Board the property rights and liabilities comprised in the part of the Commission's undertaking constituted by

- (a) Canal and inland waterways (other than the Lower Ouse Improvement) and
- (b) the harbours listed in Part III of the Third Schedule to the Act of 1962.

4.—BY Section 35 and the Sixth Schedule to the Act of 1962 it is provided that it shall be the duty of the parties hereto so far as practicable to arrive at such written agreements and to execute such other instruments as will effect the demarcation of boundaries required under the principal Statute (as defined in the said Section 35).

NOW THIS AGREEMENT made in pursuance of the powers conferred by Section 35 and the Sixth Schedule to the Act of 1962 and all other powers enabling the parties hereto in that behalf

WITNESSETH that the parties hereto agree that the lands formerly of the Commission which are shown washed ~~in~~ <sup>in</sup> colour on the plans attached hereto and which vested on the vesting date by virtue of Section 31 of the Act of 1962 in the parties hereto are so shown as to the land which so vested in the Railways Board washed ~~covered~~ <sup>covered</sup> in green and as to the land which so vested in the Waterways Board washed ~~covered~~ <sup>covered</sup> in

IN WITNESS whereof..... William Thomas Beston

..... and..... Arthur Henry Harper

the persons respectively appointed by the Railways Board and the Waterways Board in that behalf have hereunto set their hands the day and year first before written.

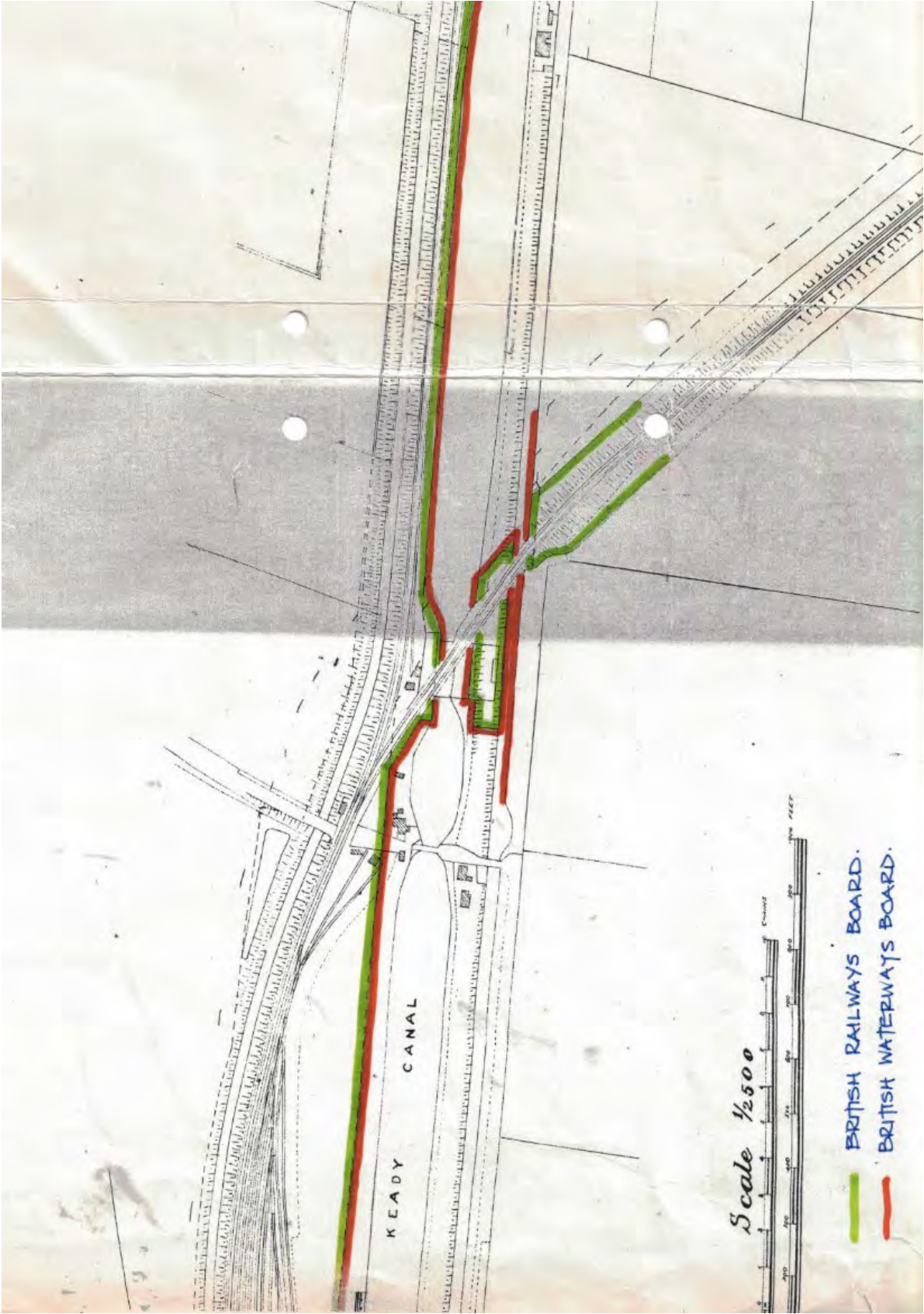
Witness to the signature of  
William Thomas Beston  
on behalf of the BRITISH RAILWAYS  
BOARD:—

Name .....  
Address .....  
Occupation .....

Witness to the signature of  
Arthur Henry Harper  
on behalf of the BRITISH WATERWAYS  
BOARD:—

Name .....  
Address .....  
Occupation .....







## Railtrack Line plan 1999



306

20 SEP 2000  
RECEIVED

THIS CONVEYANCE dated the 16th day of August Two thousand is made between BRITISH RAILWAYS BOARD ("the Board") and ANGELA WAY of 48 Chapel Street Hazel Grove Stockport ("the Buyer")

1 IN this Conveyance:

1.1 the following expressions shall where the context admits bear the following meanings:

1.1.1 "the Property" means the land north of Keadby Junction at Althorpe in the County of North East Lincolnshire containing an area of 0.13 hectares (1,644 square yards) or thereabouts and shown coloured blue on the attached plan No 1770

1.1.2 "the Purchase Price" means the sum of Fifty pounds (£50) together with value added tax (if applicable)

1.1.3 "the Relevant Matters" means:

1.1.3.1 the provisions of a Demarcation Agreement described in Part Two of the Schedule

1.1.3.2 the rights of the relevant electricity undertakers in their cables and apparatus at the Property

1.1.3.3 all exceptions reservations covenants provisions and other matters (if any) contained or mentioned in the deeds and documents specified in Part One of the Schedule

1.1.4 "Accommodation Works Obligations" means any liability of the Board to provide maintain or renew any fencing or other works upon the Property for the accommodation of any adjoining lands arising by reason of the provisions of Section 68 of the Railways Clauses Consolidation Act 1845 or any other statutory provisions to the same or similar effect or by reason of any agreement or covenant made

304

DATED

16th August

2000

OFFICE COPY

THE RAILWAY ACT 1992

BRITISH RAILWAYS BOARD

- to -

DRAWN BY

CONVEYANCE

- of -

Land north of Keadby Junction,  
at Althorpe, North East Lincolnshire.

DRIVERS  
5c Market Street  
Malton  
North Yorkshire  
YO17 7LY



306

20 SEP 2000  
RECEIVED

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307

between the Board or their predecessors in title and the sellers of all or part of the Property to them

- 1.2 where the Buyer consists of two or more persons obligations and indemnities undertaken by the Buyer shall be with joint and several liability

2 THE Board acknowledge receipt from the Buyer of the Purchase Price for the Property

3 THE Board convey their freehold estate in the Property to the Buyer with full title guarantee limited by the Relevant Matters TO HOLD it in fee simple subject as follows

4 THERE are not included in this conveyance any mines or minerals under the Property or any right of support from any mines or minerals whatsoever

5 THE Buyer

5.1 indemnifies the Board against any liability for Accommodation Works Obligations and against all costs claims losses and liability arising out of any breach of the obligation contained in the said Demarcation Agreement

5.2 indemnifies the Board against any liability resulting from the breach or non-observance of the covenants provisions and conditions contained in the deeds and documents mentioned in the Schedule in so far as they affect the Property and are capable of being enforced

5.3 indemnifies the Board against any liability in respect of contamination in on or arising from the Property (whether past present or future) and against all costs claims losses and expenses of whatever nature in respect of such liability or alleged liability

6 THIS conveyance is subject to and (where applicable) with the benefit of the Relevant Matters



7 THE Board will procure that Railtrack Plc will comply with its obligations to produce the Deeds specified in Part One of the Schedule under the terms of an Agreement dated the 16th day of November 1995 between Railtrack Plc (1) and the Board (2)

8 THE Buyer acknowledges receipt of the deeds mentioned in Part Two of the Schedule

9 IT IS CERTIFIED that the transaction effected by this conveyance does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Sixty thousand pounds (£60,000)

IN WITNESS of which this conveyance has been duly executed as a deed as dated above

#### THE SCHEDULE

##### Title Deeds

##### Part One

##### Documents retained by the Board

<u>Railway Reference</u>	<u>Date</u>	<u>Nature</u>	<u>Parties</u>
SY354	18.06.1874	Release and Conveyance	Mrs Mary Dunn and her Mortgagees (1) and The South Yorkshire Railway and River Dun Company (2)

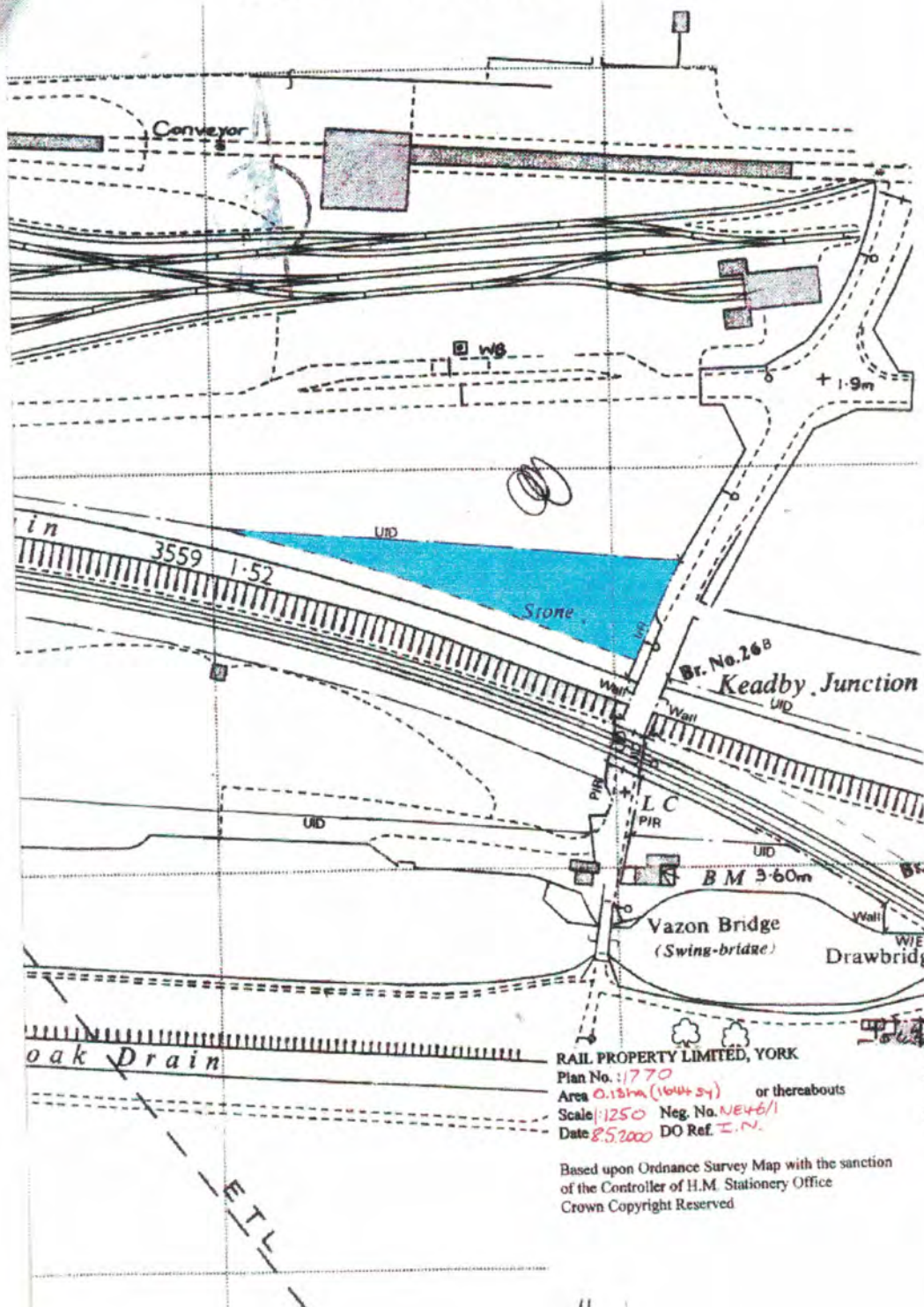
##### Part Two

##### Documents delivered to the Buyer

<u>Railway Reference</u>	<u>Date</u>	<u>Nature</u>	<u>Parties</u>
Y-DOW-1-014	24.01.1996	Demarcation Agreement	The Board (1) and Railtrack Plc (2)

305

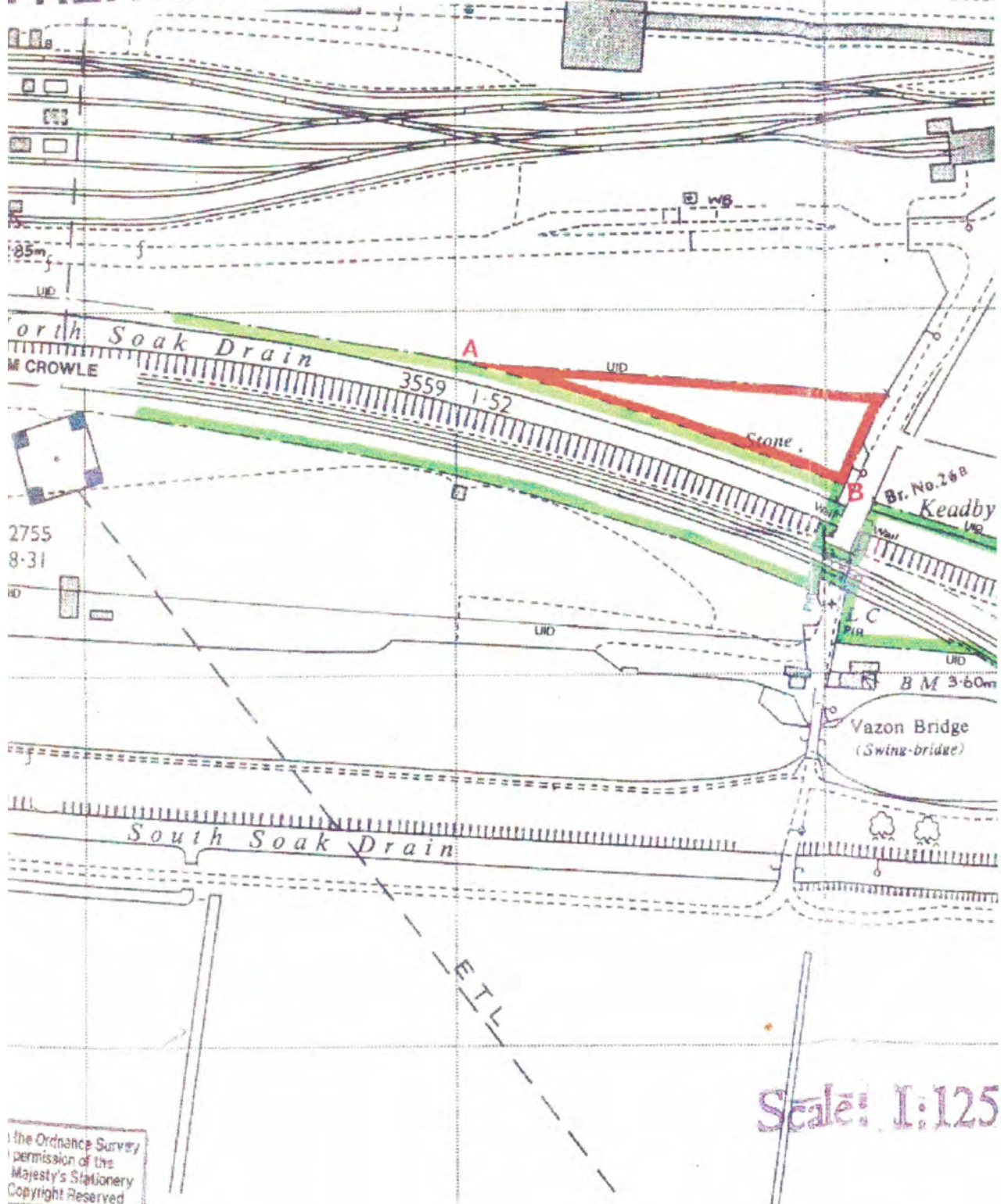
# ALTHORPE





312

# ALTHORPE-KEADBY JUNCTION















DATED

7 June

2001

RAILTRACK PLC (1)

SCOTTISH & SOUTHERN ENERGY PLC (2)

counterpart

LEASE OF EASEMENT

- for -

a single carriageway road bridge at Keadby Junction  
Keadby North Lincolnshire

REES & FRERES  
1 The Sanctuary  
Westminster  
London SW1P 3JT  
Tel: 020-7222 5381  
Fax: 020-7976 0709

Ref:509904693/KEW

This document has been noted on

Land Plan No. 410

Date 23/6/03

2987

DOCUMENT No:

RT4114

Return to:

Railtrack Property - National Deed Centre  
Off Windsor Road Gillingham Kent ME7 4QL  
DX6623 Gillingham 1

3339

WESTMINSTER/NOV/DATA/WP/WIN60R-

4-640 DOC





Redemption No. 38029  
Corn Rent No. CR 21/572  
Benefice ALTHORPE  
Parish [REDACTED]  
Diocese LINCOLN

CHURCH COMMISSIONERS,  
1, MILLBANK,  
LONDON, SW1P 3JZ

Sy. 354

20 February 1975

RECEIVED of BRITISH RAILWAYS

the sum of £ 79.40 as under:

Consideration money for redemption of the annual corn rent of £ 9.45 £ 75.60

Corn rent for the period to 28.2.75 3.80

£ 79.40

and charged in accordance with the Act 1794 34 GEO. III. c. 92





This DEED OF GRANT is made this 16 day of January 2012

BETWEEN NETWORK RAIL INFRASTRUCTURE LIMITED (company number 2904587) whose registered office is at Kings Place, 90 York Way, London N1 9AG ("Network Rail") of the one part and SSE GENERATION LIMITED (company number 02310571) whose registered office is at 55 Vastern Road Reading Berkshire RG1 8BU("SSE") of the other part

NOW THIS DEED witnesses as follows:-

1. **DEFINITIONS**

In this Deed unless the context otherwise requires the following expressions shall bear the following meanings

1.1. **Act of Insolvency** means

- (i) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditor of SSE; or
- (ii) the making of an application for an administration order or the making of an administration order in relation to SSE; or
- (iii) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to SSE; or
- (iv) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of SSE; or
- (v) the commencement of a voluntary winding-up in respect of SSE, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
- (vi) the making of a petition for a winding-up order or a winding-up order in respect of SSE; or
- (vii) the striking-off of SSE from the Registrar of Companies or the making of an application for SSE to be struck-off; or
- (viii) SSE otherwise ceasing to exist; or

2. Railtrack is the freehold owner of the Easement land free from incumbrances
3. The Grantee is the owner of the freehold of the Grantee's Land
4. Railtrack and the Grantee have agreed that in consideration of the Payment by the Grantee to Railtrack and the covenants on the part of the Grantee contained in Clause 4 below Railtrack shall grant to the Grantee rights over and in respect of the Easement Land as follows

1. **RAILTRACK** acknowledges receipt from the Grantee of the Payment
2. **RAILTRACK** grants to the Grantee during the Term the right to have use and maintain the New Bridge (subject to the terms of the Works Agreement) together with a right of way with or without vehicles at all times and for all purposes over the Easement Land
3. **NOTHING** contained in this deed shall affect the rights of Railtrack and the Grantee under the Works Agreement and accordingly there is reserved to Railtrack all such rights to interfere with the New Bridge as may be necessary to give effect to Railtrack's rights under the Works Agreement
4. **THE GRANTEE** covenants with Railtrack as follows:
  - 4.1 Upon commencement of the Works and if required by Railtrack upon completion of the Works forthwith to Railtrack's satisfaction to erect a fence in accordance with the provisions of the Works Agreement (and afterwards maintain repair and if necessary renew) of a design and specification first approved by Railtrack's Engineer
  - 4.2 except with the prior written approval of Railtrack's Engineer not to discharge surface drainage water towards Railtrack's Retained Land
  - 4.3 that no cranes or jibbed machinery shall be positioned or used upon the Easement Land so that it is possible for their jib or skip to sail within three metres of Railtrack's Retained Land or for such crane or machinery to fall onto or for their loads to swing over Railtrack's Retained Land
  - 4.4 to make its own arrangements with and (if necessary) compensate any persons having rights in the Easement Land

Page 546 DocDoc

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TWEDIGONSTERKNOVDATA\TWEDIGON

FW 640 DOCTOC

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UWESTMDSTERNOVDATAWFWINGOUE



- 149
- such insurance or a certified copy thereof and the receipt for the payment of the current premium whenever reasonably required by Railtrack
- 8.3 If the Works and/or the New Bridge shall at any time during the continuance of this Agreement be destroyed or damaged through the insured risks then as often as the same shall happen the Grantee shall with all speed lay out all monies received in respect of such insurance in rebuilding repairing or otherwise reinstating the Works and/or the New Bridge in a good substantial manner strictly in accordance with the provisions hereof such that the works of rebuilding repairing or otherwise reinstating the Works and/or the New Bridge shall be entirely fit for the purpose for which they are intended and to the extent that no monies are receivable in respect of the insurance or the monies received in respect of the said insurance shall be insufficient for that purpose to make good the deficiency out of the Grantee's own monies and provided further that:
- (i) The Grantee shall observe and perform and ensure compliance by their contractors of the conditions of the aforementioned policies of insurance
  - (ii) The Grantee shall inform Railtrack in writing forthwith of any event of which it has actual knowledge and which might affect such insurance and the occurrence of any event of which it has actual knowledge and against which the Grantee may have insured
  - (iii) if the Grantee shall at any time fail to insure in accordance with this Deed Railtrack shall be at liberty to insure as aforesaid and to pay the premium payable from time to time on the policy and the amount of such premium shall be repaid by the Grantee to Railtrack on demand
  - (iv) Railtrack gives no warranty as to the condition of the Easement Land or other property or as to its capacity to support the New Bridge and/or withstand the carrying out of the Works
  - (v) The Grantee hereby acknowledges that it is aware of the state and condition of the Easement Land or other property and shall take such extra precautions as may be necessary in order to protect the same and the Grantee further acknowledges that any outstanding work of maintenance repair or renewal which may be required in respect of the Easement Land or other property shall not be regarded as a contributory negligent act or omission on the part of Railtrack its employees or agents in respect of any damage which may be caused to or by or as a consequence of the Works
  - (vi) Nothing in this deed implies any warranty as to the fitness or condition of the Easement Land in respect of the purpose for which the Grantee is permitted or proposes to use the Easement Land under planning and highways legislation or any other statute

9. THE Grantee shall at its own cost render as much assistance to Railtrack as reasonably possible to secure agreement with other landowners for the use of the Road and the New Bridge by Railtrack including without limitation entering into legal agreements in forms reasonably acceptable to Railtrack and the Grantee and the Grantee making written representations to such other landowners as Railtrack may reasonably require
10. THE Grantee shall be responsible for and shall indemnify and keep indemnified Railtrack its employees licensees and agents in relation to any one claim or a series of claims arising out of any one event up to a limit of Ten million pounds (£10,000,000) from and against all actions claims demands costs losses charges damages and expenses which may be brought against or made upon Railtrack or which it may pay bear incur sustain or be put to:
- 10.1 from and against all losses (including consequential economic loss) and claims for death injury or damage to any property whatsoever or to any person (including trespassers) and any breach of any statutory or common law duty which may arise out of or in consequence of the entry upon the Easement Land hereby authorised or the carrying out of the Works (including all claims as aforesaid made by trespassers or persons lawfully on the Easement Land) or the collapse failure use or existence of the Works and in the exercise of the rights contained in this deed and whether caused by the Grantee's negligence or otherwise or the negligence or otherwise of its contractors agents or sub-contractors in carrying out the Works or such entry by them upon the Easement Land and against all claims demands proceedings damages costs charges and expenses whatsoever in respect thereof or in relation thereto
  - 10.2 in respect of any interruptions or delay to the rail traffic on Railtrack's Retained Land due to the carrying out of the Works or in respect of the exercise of the rights contained in this deed
  - 10.3 in respect of any interference with any public or private rights which may directly arise howsoever out of the carrying out of the Works provided that on receipt of any claim Railtrack shall give the Grantee full particulars of such claims and of the circumstances out of which it arose
  - 10.4 Without prejudice to its liability to indemnify Railtrack its employees and agents under sub-clause 10.1 above the Grantee shall insure against any death injury loss or damage to any person (including trespassers) or to any property which may arise out of or in consequence of the entry upon the Easement Land authorised by this deed or the carrying out of the Works and such insurance shall:
    - (i) provide indemnity in an amount of not less than Ten million pounds (£10,000,000) in respect of any one claim or a series of claims arising out of any one event
    - (ii) be effected with an insurer and in terms approved by Railtrack (such approval not to be unreasonably withheld or delayed) The terms shall include a

provision whereby in the event of any claim in respect of which the Grantee's contractors would be entitled to receive an indemnity under the policy being brought or made against Railtrack the insurer will indemnify Railtrack against such claim and any costs charges and all expenses in respect thereof

11. THERE are reserved to Railtrack its agents licensees and employees for the benefit of Railtrack's Retained Land and works the right at any time to discharge surface drainage water into any existing or newly constructed drainage system within the Easement Land
12. RAILTRACK shall not be liable by way of indemnity or otherwise in respect of any loss (including consequential economic loss) damage or delay to the Grantee its employees contractors agents or sub-contractors or any other person resulting from:-
- (i) any approval by Railtrack of any documentation in connection with this deed
  - (ii) any stoppage of the Works as a consequence of Railtrack exercising its rights under this deed and/or the Works Agreement
  - (iii) the Grantee its employees contractors agents or sub-contractors being prevented or delayed from entering upon or being properly required to vacate the Easement Land by reason of any cause including (but without prejudice to the generality of the foregoing) acts of Government strikes lock-outs fire lightning aircraft explosion flooding riots civil commotions acts of war terrorist activity bomb and security alerts or malicious mischief or by reason of any emergency exigency regulation or operation relating to Railtrack's railway undertaking
  - (iv) The carrying on by Railtrack of its undertaking on Railtrack's Retained Land in exercise of its powers and subject to their statutory and common law obligations and the grant by Railtrack of any permission properly given to use any railway facilities shall not be treated as in derogation of grant by Railtrack under this deed

AND IT IS HEREBY AGREED AND DECLARED THAT none of the matters referred to in this clause 12 shall constitute a breach of the terms of this deed nor shall any such matters in any way limit or exonerate the Grantee from any liability to Railtrack which it would otherwise have incurred

13. AS regards assignment:

- 13.1 The Grantee shall be at liberty to assign the benefit of this deed (but subject to the obligations and liabilities on the part of the Grantee herein contained) Provided that:-

13.1.1 The Grantee shall not assign to any party other than a statutory body incorporated pursuant to the Electricity Act 1989

13.1.2 The Grantee shall within seven days of the date of any assignment give written notice to Railtrack of any such assignment with full particulars of the Assignee and such other particulars of the Assignee as Railtrack may request and

13.1.3 The Grantee shall pay to Railtrack Railtrack's proper and reasonable legal and surveyors costs of and incidental to the making of such Authorised Guarantee Agreement and any stamp duties thereon

13.2 Upon the Assignment of this deed in pursuance of clause 13.1 above all liability of Railtrack under this deed shall cease and be extinguished

14. SO FAR as concerns value added tax:

14.1 where under this deed the Grantee covenants to pay to Railtrack an amount of money such amount shall be regarded as being exclusive of value added tax (without prejudice to clause 14.2 and 14.3 below)

14.2 the Grantee covenants under this deed shall be construed as requiring payment to Railtrack of value added tax chargeable in respect of any payment made by or taxable supply received by the Grantee under the terms of or in connection with this deed

14.3 where under this deed the Grantee has agreed to reimburse Railtrack in respect of any payment made by Railtrack under the terms of or in connection with this deed and the subject matter of the payment does not constitute a taxable supply to which clause 14.2 above applies then the Grantee shall also reimburse any value added tax paid by Railtrack on such payment to the extent that it is not recovered by Railtrack

14.4 any reference to value added tax in this deed shall include any tax of a similar nature that may be substituted for or added to it

15. WHERE provision is made in this Deed for determination of an issue by arbitration or where the parties agree to any dispute to being referred to arbitration this shall be by a single arbitrator who (failing agreement between Railtrack and the Grantee as to his appointment) shall be nominated on their joint application (or if either of them shall neglect forthwith to concur in such application then on the sole application of the other) by the President for the time being or other appropriate officer of the Royal Institution of Chartered Surveyors or by the President for the time being or other appropriate officer of

the Royal Institution of Civil Engineers (as appropriate) and the provisions of the Arbitration Act 1996 or any statutory modification shall apply to any such determination

16. NOTHING contained in this deed shall confer on the Grantee any right to the benefit of or to enforce any covenant or agreement contained in any other instrument relating to any other premises or affect the right of Railtrack to deal with them now or at any time as Railtrack may think fit
17. THE GRANTEE further covenants with Railtrack:-
  - 17.1 Not to use the Easement Land otherwise than in connection with the construction and continued use of the extension to the existing power station belonging to the Grantee on the Grantee's Land and other uses pursuant to the Electricity Act 1989
  - 17.2 In the event that the Grantee shall dispose of or otherwise cease to have the beneficial use and occupation of the Grantee's Land then Railtrack may determine this deed by giving to the Grantee not less than three months previous notice in writing and at the expiration of such notice this deed and everything herein contained shall cease and determine though without prejudice to any rights or remedies of Railtrack then subsisting
18. THE GRANTEE may determine this deed on the expiration of the fourth year of the Term or thereafter at the expiration of each succeeding year of the Term by giving to Railtrack not less than six months previous notice in writing at any time and provided that at the expiration of such notice the Grantee shall have observed and performed the covenants and conditions contained in this deed up to the date of expiration of such notice this deed and everything herein contained shall cease and determine though without prejudice to any rights or remedies of the parties then subsisting and;
19. RAILTRACK may within 3 months of receipt of the Grantee's notice under Clause 18 serve written notice on the Grantee requiring the Grantee insofar as the Site and/or structure of the New Bridge is in the ownership of the Grantee at the relevant time to transfer to Railtrack for nil consideration and at no cost to Railtrack the site and structure of the New Bridge and the transfer shall be in a form prepared by Railtrack's solicitors and shall be executed and delivered by the Grantee to Railtrack unconditionally within 28 days of receipt by the Grantee of a transfer Form TR.1 and the Grantee shall within 28 days of receipt of the notice by Railtrack pursuant to this Clause exercising the right to acquire the site and structure of the New Bridge deliver to Railtrack's Solicitor and epitome of the Grantee's title to the New Bridge and shall answer any requisitions raised by Railtrack's

Solicitor upon the Grantee's title within fourteen days of such requisitions being raised and in all other respects the Standard Conditions of Sale (3rd edition) shall apply to such transfer

20. RAILTRACK covenants with the Grantee that (subject to the Grantee observing and performing all the covenants and conditions contained in this deed and on the part of the Grantee to be performed and observed) the Grantee shall peaceably hold and enjoy the grant herein contained without any disturbance or interruption by Railtrack or any person or persons rightfully claiming through under or in trust for it
21. ANY notice in writing that under the terms of this deed is to be given to Railtrack shall be deemed effectively served if and only if addressed to Railtrack and served by recorded delivery or registered post upon the Company Secretary and Solicitor of Railtrack at present located at Railtrack House Euston Square London NW1 2EE and to the Property Manager MAP at Railtrack House Euston Square London NW1 2EE or upon such other person or persons at such address as Railtrack may from time to time appoint instead for that purpose And any notice in writing that is to be given by Railtrack to the Grantee shall be deemed effectively served if sent through the post by the recorded delivery service or in a registered letter addressed to the Grantee at the Grantee last known place of business or abode in the United Kingdom or (where the Grantee are a company) to the Grantees' Secretary at the Grantees' registered office as the case may require
22. IT is certified that the transaction effected by this deed does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds two hundred and fifty thousand pounds

IN WITNESS of which Railtrack and the Grantee have executed this deed as first dated above

EXECUTED AS A DEED on behalf of  
 X THE COMMON SEAL OF )  
 SCOTTISH & SOUTHERN )  
 ENERGY PLC )  
 was hereto affixed in the )  
 presence of )

Director

Secretary





Page 73

Dated

16<sup>th</sup> January

2011

- (1) **ENVIRONMENT AGENCY**
- (2) **KEADBY WIND FARM LIMITED**

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## LEASE

relating to  
the grant of easements over land adjacent to the North Soak  
Drain at Keadby, North Lincolnshire in connection with Keadby  
Windfarm

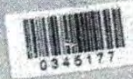
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Term	:	125 years
Commencement	:	16 <sup>th</sup> January 2012
Premium	:	£250,000.00

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Lease North Soak Clean Copy 22.12.2011





DATED

7 June

2001

RAILTRACK PLC (1)

SCOTTISH & SOUTHERN ENERGY PLC (2)

counterpart

LEASE OF EASEMENT

- for -

a single carriageway road bridge at Keadby Junction  
Keadby North Lincolnshire

REES & FRERES  
1 The Sanctuary  
Westminster  
London SW1P 3JT  
Tel: 020-7222 5381  
Fax: 020-7976 0709

Ref:509904693/KEW

This document has been noted on

Land Plan No. 410

Date 22/1/03

Initials D.T.

29867

DOCUMENT No:

RT4114

Return to:

Railtrack Property - National Deed Centre  
Off Windsor Road Gillingham Kent ME7 4QL  
DX6623 Gillingham 1

3339

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- 1.13 **"Group Company"** means a member of the same group as the Tenant( with the meaning of section 42 of the ~~Agency~~ <sup>Landlord</sup> and Tenant Act 1954)

## 2 **Interpretation**

- 2.1 The expressions "**the Agency**" and "**the Tenant**" wherever the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the Term and the Tenant's successors in title respectively
- 2.2 Where any party to this lease for the time being comprises two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally
- 2.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa
- 2.4 Any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general references to "statute" or "statutes" include any regulations or orders made under such statute or statutes
- 2.5 References in this Lease to any sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or schedule of this Lease so numbered
- 2.6 The clause paragraph and schedule headings do not form part of this lease and shall not be taken into account in its construction or interpretation
- 2.7 Any rights or powers granted under this Lease for the benefit of the Tenant are exercisable by its employees contractors agents and duly authorised by the Tenant
- 2.8 Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person (including without prejudice to the generality of the foregoing the Tenant's contractors)

## 3 **Demise**

In consideration of the Premium paid by the Tenant to the Agency (the receipt of which is hereby acknowledged) the Agency lets the Rights to the Tenant with full title guarantee **TO HOLD** the same unto the Tenant for the Term for the benefit of the Tenant's land and each and every part of it subject to all rights easements privileges restrictions covenants and stipulations of whatever nature affecting the Agency's land contained mentioned or referred to the registers of title number HS357099 and in the documents therein referred to

## 4 **The Tenant's covenants**

The Tenant covenants with the Agency:



- 1.13 "Group Company" means a member of the same group as the Tenant( with the meaning of section 42 of the Agency and Tenant <sup>Landlord</sup> Act 1954)

## 2 Interpretation

- 2.1 The expressions "the Agency" and "the Tenant" wherever the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the Term and the Tenant's successors in title respectively
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## 4 The Tenant's covenants

The Tenant covenants with the Agency:





5. THERE is reserved to Railtrack and its agents licensees and employees out of the Easement Land for the benefit of Railtrack's Retained Land a right of way with or without workmen and vehicles and equipment at any time over the Easement Land for the purpose of:
- 5.1 obtaining access to Railtrack's Retained Land
  - 5.2 inspecting and if permitted under the terms of the Works Agreement maintaining and repairing the New Bridge
  - 5.3 obtaining access to and egress from the Road
6. RAILTRACK and all persons claiming through or under it shall at all times have no less full rights of pedestrian and vehicular access over and along the Easement Land from Railtrack's Retained Land as are enjoyed prior to the date of this deed
7. IF there are any service media in on or over the Easement Land and/or the New Bridge which shall be for the benefit of Railtrack's Retained Land then:
- 7.1 this deed is subject to the existence of these and the right for Railtrack and its successors in title to use retain inspect maintain adjust repair alter renew or remove such service media
  - 7.2 any works carried out under Clause 7.1 above shall be undertaken so as to cause as little disruption as is reasonably practicable to the Easement Land
  - 7.3 so far as may be necessary to give effect to the right under Clause 7.1 above the Grantee now grants licence for Railtrack and its respective successors in title to exercise such right
- 8.
- 8.1 The Grantee shall reimburse Railtrack all sums incurred or payable by Railtrack (including where appropriate compensation or penalty payments for which Railtrack may be contractually liable to a third party) arising from damage or delay or interference caused to Railtrack's Retained Land including without limitation the operational railway and the traffic thereon and any apparatus or other property (whether owned by Railtrack or not) which sums would not have arisen but for the execution of the Works and/or the exercise of the rights contained in this deed
  - 8.2 The Grantee shall insure at all times during continuance of this Deed that the Works and the New Bridge are insured with an insurer and in terms approved by Railtrack (such approval not to be unreasonably withheld or delayed) against all usual risks of loss or damage as required by Railtrack such insurance to be effected in the joint names of Railtrack and the Grantee and in such sum as shall from time to time represent the full replacement value of the Works and the New Bridge and the Grantee shall if called upon so to do by Railtrack produce to Railtrack the policy of

such insurance or a certified copy thereof and the receipt for the payment of the current premium whenever reasonably required by Railtrack

- 8.3 If the Works and/or the New Bridge shall at any time during the continuance of this Agreement be destroyed or damaged through the insured risks then as often as the same shall happen the Grantee shall with all speed lay out all monies received in respect of such insurance in rebuilding repairing or otherwise reinstating the Works and/or the New Bridge in a good substantial manner strictly in accordance with the provisions hereof such that the works of rebuilding repairing or otherwise reinstating the Works and/or the New Bridge shall be entirely fit for the purpose for which they are intended and to the extent that no monies are receivable in respect of the insurance or the monies received in respect of the said insurance shall be insufficient for that purpose to make good the deficiency out of the Grantee's own monies and provided further that:

- (i) The Grantee shall observe and perform and ensure compliance by their contractors of the conditions of the aforementioned policies of insurance
- (ii) The Grantee shall inform Railtrack in writing forthwith of any event of which it has actual knowledge and which might affect such insurance and the occurrence of any event of which it has actual knowledge and against which the Grantee may have insured
- (iii) if the Grantee shall at any time fail to insure in accordance with this Deed Railtrack shall be at liberty to insure as aforesaid and to pay the premium payable from time to time on the policy and the amount of such premium shall be repaid by the Grantee to Railtrack on demand
- (iv) Railtrack gives no warranty as to the condition of the Easement Land or other property or as to its capacity to support the New Bridge and/or withstand the carrying out of the Works
- (v) The Grantee hereby acknowledges that it is aware of the state and condition of the Easement Land or other property and shall take such extra precautions as may be necessary in order to protect the same and the Grantee further acknowledges that any outstanding work of maintenance repair or renewal which may be required in respect of the Easement Land or other property shall not be regarded as a contributory negligent act or omission on the part of Railtrack its employees or agents in respect of any damage which may be caused to or by or as a consequence of the Works
- (vi) Nothing in this deed implies any warranty as to the fitness or condition of the Easement Land in respect of the purpose for which the Grantee is permitted or proposes to use the Easement Land under planning and highways legislation or any other statute



9. THE Grantee shall at its own cost render as much assistance to Railtrack as reasonably possible to secure agreement with other landowners for the use of the Road and the New Bridge by Railtrack including without limitation entering into legal agreements in forms reasonably acceptable to Railtrack and the Grantee and the Grantee making written representations to such other landowners as Railtrack may reasonably require
10. THE Grantee shall be responsible for and shall indemnify and keep indemnified Railtrack its employees licensees and agents in relation to any one claim or a series of claims arising out of any one event up to a limit of Ten million pounds (£10,000,000) from and against all actions claims demands costs losses charges damages and expenses which may be brought against or made upon Railtrack or which it may pay bear incur sustain or be put to:
- 10.1 from and against all losses (including consequential economic loss) and claims for death injury or damage to any property whatsoever or to any person (including trespassers) and any breach of any statutory or common law duty which may arise out of or in consequence of the entry upon the Easement Land hereby authorised or the carrying out of the Works (including all claims as aforesaid made by trespassers or persons lawfully on the Easement Land) or the collapse failure use or existence of the Works and in the exercise of the rights contained in this deed and whether caused by the Grantee's negligence or otherwise or the negligence or otherwise of its contractors agents or sub-contractors in carrying out the Works or such entry by them upon the Easement Land and against all claims demands proceedings damages costs charges and expenses whatsoever in respect thereof or in relation thereto
- 10.2 in respect of any interruptions or delay to the rail traffic on Railtrack's Retained Land due to the carrying out of the Works or in respect of the exercise of the rights contained in this deed
- 10.3 in respect of any interference with any public or private rights which may directly arise howsoever out of the carrying out of the Works provided that on receipt of any claim Railtrack shall give the Grantee full particulars of such claims and of the circumstances out of which it arose
- 10.4 Without prejudice to its liability to indemnify Railtrack its employees and agents under sub-clause 10.1 above the Grantee shall insure against any death injury loss or damage to any person (including trespassers) or to any property which may arise out of or in consequence of the entry upon the Easement Land authorised by this deed or the carrying out of the Works and such insurance shall:
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- (ii) be effected with an insurer and in terms approved by Railtrack (such approval not to be unreasonably withheld or delayed) The terms shall include a

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provision whereby in the event of any claim in respect of which the Grantee's contractors would be entitled to receive an indemnity under the policy being brought or made against Railtrack the insurer will indemnify Railtrack against such claim and any costs charges and all expenses in respect thereof

11. THERE are reserved to Railtrack its agents licensees and employees for the benefit of Railtrack's Retained Land and works the right at any time to discharge surface drainage water into any existing or newly constructed drainage system within the Easement Land
12. RAILTRACK shall not be liable by way of indemnity or otherwise in respect of any loss (including consequential economic loss) damage or delay to the Grantee its employees contractors agents or sub-contractors or any other person resulting from:-
  - (i) any approval by Railtrack of any documentation in connection with this deed
  - (ii) any stoppage of the Works as a consequence of Railtrack exercising its rights under this deed and/or the Works Agreement
  - (iii) the Grantee its employees contractors agents or sub-contractors being prevented or delayed from entering upon or being properly required to vacate the Easement Land by reason of any cause including (but without prejudice to the generality of the foregoing) acts of Government strikes lock-outs fire lightning aircraft explosion flooding riots civil commotions acts of war terrorist activity bomb and security alerts or malicious mischief or by reason of any emergency exigency regulation or operation relating to Railtrack's railway undertaking
  - (iv) The carrying on by Railtrack of its undertaking on Railtrack's Retained Land in exercise of its powers and subject to their statutory and common law obligations and the grant by Railtrack of any permission properly given to use any railway facilities shall not be treated as in derogation of grant by Railtrack under this deed

AND IT IS HEREBY AGREED AND DECLARED THAT none of the matters referred to in this clause 12 shall constitute a breach of the terms of this deed nor shall any such matters in any way limit or exonerate the Grantee from any liability to Railtrack which it would otherwise have incurred

13. AS regards assignment :
  - 13.1 The Grantee shall be at liberty to assign the benefit of this deed (but subject to the obligations and liabilities on the part of the Grantee herein contained) Provided that:-
    - 13.1.1 The Grantee shall not assign to any party other than a statutory body incorporated pursuant to the Electricity Act 1989



13.1.2 The Grantee shall within seven days of the date of any assignment give written notice to Railtrack of any such assignment with full particulars of the Assignee and such other particulars of the Assignee as Railtrack may request and

13.1.3 The Grantee shall pay to Railtrack Railtrack's proper and reasonable legal and surveyors costs of and incidental to the making of such Authorised Guarantee Agreement and any stamp duties thereon

13.2 Upon the Assignment of this deed in pursuance of clause 13.1 above all liability of Railtrack under this deed shall cease and be extinguished

14. SO FAR as concerns value added tax :

14.1 where under this deed the Grantee covenants to pay to Railtrack an amount of money such amount shall be regarded as being exclusive of value added tax (without prejudice to clause 14.2 and 14.3 below)

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14.3 where under this deed the Grantee has agreed to reimburse Railtrack in respect of any payment made by Railtrack under the terms of or in connection with this deed and the subject matter of the payment does not constitute a taxable supply to which clause 14.2 above applies then the Grantee shall also reimburse any value added tax paid by Railtrack on such payment to the extent that it is not recovered by Railtrack

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15. WHERE provision is made in this Deed for determination of an issue by arbitration or where the parties agree to any dispute to being referred to arbitration this shall be by a single arbitrator who (failing agreement between Railtrack and the Grantee as to his appointment) shall be nominated on their joint application (or if either of them shall neglect forthwith to concur in such application then on the sole application of the other) by the President for the time being or other appropriate officer of the Royal Institution of Chartered Surveyors or by the President for the time being or other appropriate officer of

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the Royal Institution of Civil Engineers (as appropriate) and the provisions of the Arbitration Act 1996 or any statutory modification shall apply to any such determination

16. NOTHING contained in this deed shall confer on the Grantee any right to the benefit of or to enforce any covenant or agreement contained in any other instrument relating to any other premises or affect the right of Railtrack to deal with them now or at any time as Railtrack may think fit
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  - 17.2 In the event that the Grantee shall dispose of or otherwise cease to have the beneficial use and occupation of the Grantee's Land then Railtrack may determine this deed by giving to the Grantee not less than three months previous notice in writing and at the expiration of such notice this deed and everything herein contained shall cease and determine though without prejudice to any rights or remedies of Railtrack then subsisting
18. THE GRANTEE may determine this deed on the expiration of the fourth year of the Term or thereafter at the expiration of each succeeding year of the Term by giving to Railtrack not less than six months previous notice in writing at any time and provided that at the expiration of such notice the Grantee shall have observed and performed the covenants and conditions contained in this deed up to the date of expiration of such notice this deed and everything herein contained shall cease and determine though without prejudice to any rights or remedies of the parties then subsisting and;
19. RAILTRACK may within 3 months of receipt of the Grantee's notice under Clause 18 serve written notice on the Grantee requiring the Grantee insofar as the Site and/or structure of the New Bridge is in the ownership of the Grantee at the relevant time to transfer to Railtrack for nil consideration and at no cost to Railtrack the site and structure of the New Bridge and the transfer shall be in a form prepared by Railtrack's solicitors and shall be executed and delivered by the Grantee to Railtrack unconditionally within 28 days of receipt by the Grantee of a transfer Form TR1 and the Grantee shall within 28 days of receipt of the notice by Railtrack pursuant to this Clause exercising the right to acquire the site and structure of the New Bridge deliver to Railtrack's Solicitor and epitome of the Grantee's title to the New Bridge and shall answer any requisitions raised by Railtrack's



Solicitor upon the Grantee's title within fourteen days of such requisitions being raised and in all other respects the Standard Conditions of Sale (3rd edition) shall apply to such transfer

20. RAILTRACK covenants with the Grantee that (subject to the Grantee observing and performing all the covenants and conditions contained in this deed and on the part of the Grantee to be performed and observed) the Grantee shall peaceably hold and enjoy the grant herein contained without any disturbance or interruption by Railtrack or any person or persons rightfully claiming through under or in trust for it
21. ANY notice in writing that under the terms of this deed is to be given to Railtrack shall be deemed effectively served if and only if addressed to Railtrack and served by recorded delivery or registered post upon the Company Secretary and Solicitor of Railtrack at present located at Railtrack House Euston Square London NW1 2EE and to the Property Manager MAP at Railtrack House Euston Square London NW1 2EE or upon such other person or persons at such address as Railtrack may from time to time appoint instead for that purpose And any notice in writing that is to be given by Railtrack to the Grantee shall be deemed effectively served if sent through the post by the recorded delivery service or in a registered letter addressed to the Grantee at the Grantee last known place of business or abode in the United Kingdom or (where the Grantee are a company) to the Grantees' Secretary at the Grantees' registered office as the case may require
22. IT is certified that the transaction effected by this deed does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds two hundred and fifty thousand pounds

IN WITNESS of which Railtrack and the Grantee have executed this deed as first dated above

EXECUTED AS A DEED on behalf of  
/ THE COMMON SEAL of )  
SCOTTISH & SOUTHERN )  
ENERGY PLC )  
was herewith affixed in the )  
presence of. )

Director

Secretary





AREA COLOURED GREEN 187 ACRES  
 AREA COLOURED PINK 538 ACRES

BELTON PARISH

North Pilsley Farm

SHEFFIELD & SOUTH YORKSHIRE NAVIGATION STAINFORTH & KEADBY CANAL

Towing Path

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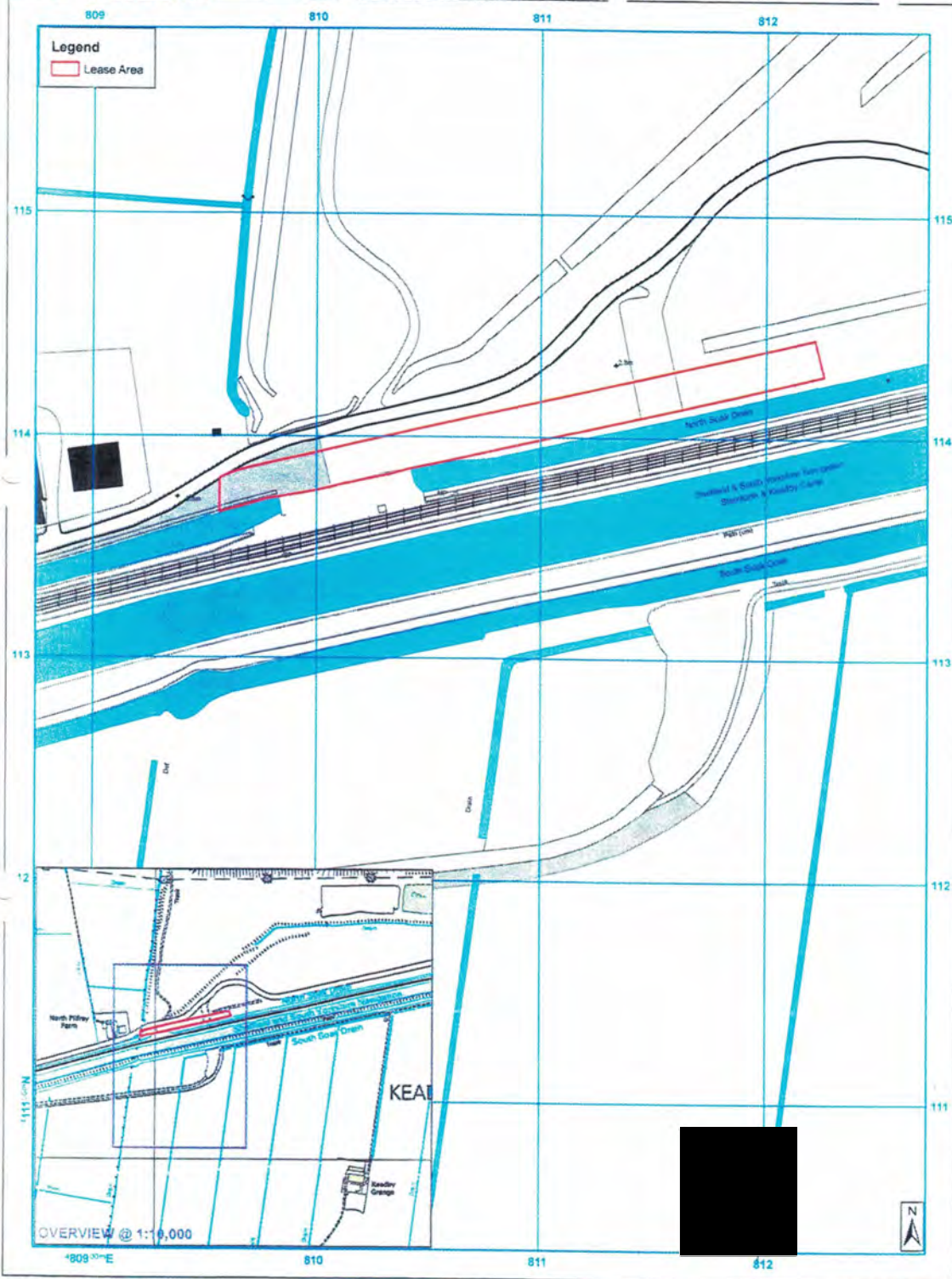
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Based upon the Ordnance Survey Map with the permission of the controller of Her Majesty's Stationary Office.  
Crown copyright reserved.

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Produced by J McGougall  
SSE Renewables Developments (UK) Ltd  
Dated: 20 Dec 11  
Task No: KEADBY\_002\_Environment Agency 1 Lease





BY THIS DEED OF POWER OF ATTORNEY given on the twenty-third day of May two thousand and eleven the ENVIRONMENT AGENCY whose Principal Office is Horizon House Deanery Road Bristol BS1 5AH ("the Agency") APPOINTS JONATHAN RICHARD TAYLOR the Regional Solicitor of its Midlands Region to be attorney for the Agency in its name and on its behalf and by act or deed or otherwise to sign seal execute and deliver any deed or sign any deed or document:-

- (1) required to convey transfer assign lease let underlet surrender sell purchase or grant options rights of pre-emption or any other rights over any real or personal property;
- (2) required to grant easements or any other rights over or impose covenants or any other restrictions on or consent to the letting underletting assignment surrender or alteration of any freehold or leasehold property;
- (3) being or incorporating a covenant contract agreement or some other similar engagement by the Agency;
- (4) required to vary alter amend modify revise replace or substitute any deed or document relating to the above mentioned matters to which the Agency is a party;

AND generally for all or any of the purposes aforesaid to act as the Agency's Attorney.

ALL Powers of Attorney previously given by the Agency to Jonathan Richard Taylor are revoked. This Power of Attorney shall expire automatically upon Jonathan Richard Taylor ceasing to be employed by the Agency.

IN WITNESS whereof the common Seal of the Agency was hereunto affixed the day and year first above written

THE COMMON SEAL of the  
ENVIRONMENT AGENCY

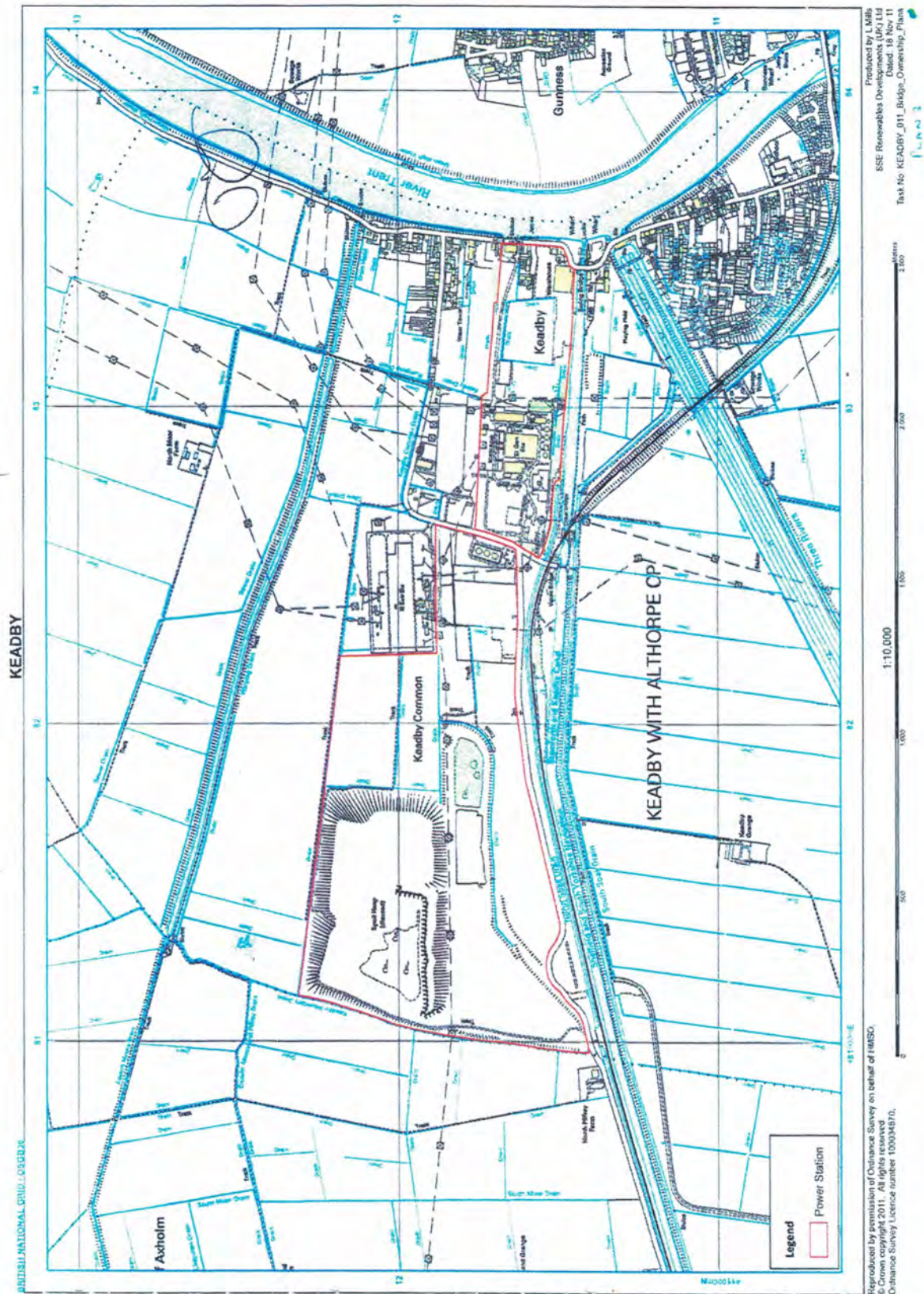
SIGN

Jonathan Robinson  
Director, Legal Services

DATE: 22/5/11

I hereby certify that this is a true and correct copy of the original and that this Power of Attorney has not been revoked.

Date: 04.01.12





Dated

16<sup>th</sup> January 2011

- (1) **ENVIRONMENT AGENCY**
- (2) **KEADBY WIND FARM LIMITED**

---

## LEASE

relating to  
the grant of easements over land adjacent to the North Soak  
Drain at Keadby, North Lincolnshire in connection with Keadby  
Windfarm

---

Term	:	125 years
Commencement	:	16 <sup>th</sup> January 2012
Premium	:	£250,000.00

---

Lease North Soak Clean Copy 22.12.2011

THIS LEASE is made the 16<sup>th</sup> day of January 2012  
BETWEEN

- (1) **ENVIRONMENT AGENCY** of Horizon House Deanery Road Bristol BS1 5AH ("the Agency")
- (2) **KEADBY WIND FARM LIMITED** registered in England under Company Number 06852112 whose registered office is at 55 Vastern Road Reading Berkshire RG1 8BU ("the Tenant")

1 **Definitions**

For all purposes of this Lease the terms defined in this Clause 1 have the meanings specified:

- 1.1 "Term" means the term of one hundred and twenty-five years from the 16<sup>th</sup> day of January 2012
- 1.2 "Premium" means the sum of £250,000.00 (TWO HUNDRED AND FIFTY THOUSAND POUNDS)
- 1.3 "Agency's land" means the land comprised in the Agency's registered title number HS357099
- 1.4 "Working Area" means the land forming part of the Agency's land shown edged red on plan number Environment Agency Area 1 attached hereto
- 1.5 "Tenant's land" means land forming part of Keadby Wind Farm Scunthorpe North Lincolnshire as edged red on the plan annexed hereto numbered Plan 2 and land at Keadby Power Station Scunthorpe North Lincolnshire as edged in red on plan number 3
- 1.6 "the Plan" means the plan annexed to this Lease and if numbered plans are annexed any reference to a numbered plan is to the annexed plan so numbered
- 1.7 "Planning Permission" means the planning permission dated 17.11.2010 numbered PA/2010/0961
- 1.8 "Windfarm" means the windfarm to be erected by the Tenant on the Tenant's land (or part thereof)
- 1.9 "Power Station" means the power station on the Tenant's land (or part thereof)
- 1.10 "The Rights" means the rights over the Agency's land granted by this lease details of which are set out in the Schedule
- 1.11 "the Bridge Works" means any works of designing surveying construction inspection maintenance repair renewal reconstruction replacement underpinning/strengthening or removal of the Bridge
- 1.12 "the Bridge" means the bridge and associated works to be constructed by the Tenant on or over the Agency's land in the position shown edged red on plan number 01253D2328-01 in accordance with the Planning Permission



- 1.13 **"Group Company"** means a member of the same group as the Tenant (the meaning of section 42 of the ~~Agency and Tenant~~ <sup>Landlord and Tenant</sup> Act 1954)

## **2 Interpretation**

- 2.1 The expressions **"the Agency"** and **"the Tenant"** wherever the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the Term and the Tenant's successors in title respectively
- 2.2 Where any party to this lease for the time being comprises two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally
- 2.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa
- 2.4 Any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general references to "statute" or "statutes" include any regulations or orders made under such statute or statutes
- 2.5 References in this Lease to any sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or schedule of this Lease so numbered
- 2.6 The clause paragraph and schedule headings do not form part of this lease and shall not be taken into account in its construction or interpretation
- 2.7 Any rights or powers granted under this Lease for the benefit of the Tenant are exercisable by its employees contractors agents and duly authorised by the Tenant
- 2.8 Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person (including without prejudice to the generality of the foregoing the Tenant's contractors)

## **3 Demise**

In consideration of the Premium paid by the Tenant to the Agency (the receipt of which is hereby acknowledged) the Agency lets the Rights to the Tenant with full title guarantee **TO HOLD** the same unto the Tenant for the Term for the benefit of the Tenant's land and each and every part of it subject to all rights easements privileges restrictions covenants and stipulations of whatever nature affecting the Agency's land contained mentioned or referred to the registers of title number HS357099 and in the documents therein referred to

## **4 The Tenant's covenants**

The Tenant covenants with the Agency:

4.1 Works

Not to carry out the Bridge Works otherwise than in accordance with the Planning Permission (or any subsequent planning permission) and to carry out the same in a proper and workmanlike manner to the reasonable satisfaction of the Agency and in accordance with all statutory requirements

4.2 Outgoings

To pay and discharge all rates taxes charges and impositions (if any) of whatsoever nature payable in respect of the Rights or which may become payable by reason or in consequence of this Lease

4.3 Nuisance

Not to permit or suffer any nuisance or annoyance in the nature of a nuisance to arise or to be caused or to exist in consequence of or in connection with or arising out of the exercise of the Rights

4.4 Maintenance

At all times during the Term to maintain the whole structure of the Bridge in good repair and condition

4.5 Compensation

To make good (to the Agency's reasonable satisfaction) or pay compensation to the Agency for any damage to the Agency's land or to any walls gates or hedges or embankments or services laid in the Agency's land caused by the exercise of the Rights

4.6 User

To exercise the Rights only for the construction and maintenance of the Bridge and thereafter for all purposes in connection with construction and maintenance of the Windfarm and the reconstruction and maintenance of the Power Station only

4.7 Alienation

Not to assign the Rights except with the prior consent in writing of the Agency which consent shall not be unreasonably withheld and which shall not be required in the case of an assignment to a Group Company AND PROVIDED THAT the Tenant shall be permitted to allow without charge occasional vehicular and pedestrian access and egress rights over the Bridge to National Grid Electricity Transmission plc as reasonably required in connection with its use maintenance and renewal of its existing substation AND PROVIDED FURTHER that the Tenant shall be permitted to share the exercise of the Rights with Group Companies but only for the user permitted by clause 4.6

4.8 Indemnities

At all times to hold harmless and indemnify the Agency from and against all claims demands proceedings damages losses costs charges and expenses in respect of or arising out of the exercise of the Rights hereby granted **EXCEPT** any



Provided always that if there shall be any breach or non-observance of the covenants on the Tenant's part which the Tenant has failed to remedy within reasonable time after notice from the Agency or if the Tenant goes into liquidation other than for the purposes of amalgamation or reconstruction of a solvent company or has a receiver appointed in respect of its assets or undertaking it shall be lawful for the Agency to give notice in writing to the Tenant to immediately determine the Term and thereupon the Term shall absolutely cease but without prejudice to any rights or remedies which may then have accrued to either party against the other in respect of any antecedent breach of covenant

**6.2 Service of Notices**

That any notice required to be given or served hereunder shall be sufficiently served on the Agency if sent by registered or recorded delivery post and marked for the attention of the Regional Solicitor Environment Agency Midlands Region Sapphire East 550 Streetsbrook Road Solihull B91 1QT and shall be sufficiently served on the Tenant if addressed to the Tenant and sent by registered or recorded delivery post to the Tenant at Keadby Wind Farm Limited 55 Vastern Road Reading Berkshire RG1 8BU (Care of SSE Legal Services) and (unless non-delivery is proved) a notice so sent by post shall be deemed to be given at the time when it ought to in due course of post be delivered at the address to which it is sent

**6.3 Agency's statutory powers**

Nothing in this lease shall prejudice or affect the Agency's exercise of the functions duties powers rights jurisdictions and obligations conferred arising or imposed on it in its capacity as the Environment Agency under the Environment Act 1995 or any other legislative provision enactment byelaw or regulation whatsoever and nothing in this lease shall operate as a statutory authorisation statutory approval statutory consent or statutory licence from the Agency

**7 Disputes**

If any dispute question or difference of opinion shall arise between the parties hereto touching upon these presents or anything herein contained or the construction or operation thereof or anything to be done hereunder the matter in difference shall be referred for settlement to an expert to be agreed upon by the parties hereto or in default of such agreement to be appointed in the case of legal matters by the President for the time being of the Law Society or in the case of surveying matters by the President of the Royal Institution of Chartered Surveyors or in the case of engineering matters by the President of the appropriate professional body in each case upon the application of either party and the expert shall afford to the parties an opportunity to make written representations to him and the costs of such reference shall be payable as he shall direct or in the absence of such direction shall be borne by the parties equally

**EXECUTED** as a deed by the parties hereto but not delivered until the date hereof

**The Schedule**  
**(Rights Demised)**

- 1 The right to construct the Bridge on the Agency's land and to carry out the Bridge Works
- 2 The right for the Tenant its servants agents and contractors and all persons authorised by the Tenant with or without plant machinery equipment apparatus vehicles and machinery to pass and repass over and across the Bridge at all times and for all purposes connected with the construction and maintenance of the Windfarm and the reconstruction and maintenance of the Power Station on the Tenant's Land
- 3 The right to enter on to so much of the Working Area as is reasonably required after giving at least 5 working days notice to the Agency (except in case of emergency) to carry out the Bridge Works subject to the Tenant making good any damage to the Working Area resulting from such entry immediately upon vacating the Working Area
- 4 The right to carry out sampling soil testing and assessing ground conditions or similar or related survey works and investigations
- 5 The right to install such electricity cables ( together with associated ducting and telecommunication and signalling cables)as the Tenant requires in connection with the operation of the Windfarm within the Bridge and the right to inspect maintain repair renew replace or enlarge the same
- 6 The right to traverse the jib of a crane over the Working Area subject to the Tenant giving the Agency at least 10 working days notice of any such operations and to the Tenant obtaining all necessary permissions for the operation of such crane and complying with all statutory requirements in respect of the operation of it
- 7 The right to retain the Bridge
- 8 The right of support for the Bridge



**SIGNED** and delivered as a Deed by )  
**JONATHAN RICHARD TAYLOR** Regional )  
Solicitor Midlands as Attorney for and on )  
behalf of the Environment Agency acting )  
pursuant to a Power of Attorney dated )  
23rd May 2011 in the presence of: )

Signature:

Name: JOHN E. SHORT

Address: Environment Agency  
Soham

Occupation: Senior Legal Officer

BY THIS DEED OF POWER OF ATTORNEY given on the twenty-third day of May two thousand and eleven the ENVIRONMENT AGENCY whose Principal Office is Horizon House Deanery Road Bristol BS1 5AH ("the Agency") APPOINTS JONATHAN RICHARD TAYLOR the Regional Solicitor of its Midlands Region to be attorney for the Agency in its name and on its behalf and by act or deed or otherwise to sign seal execute and deliver any deed or sign any deed or document:-

- (1) required to convey transfer assign lease let underlet surrender sell purchase or grant options rights of pre-emption or any other rights over any real or personal property;
- (2) required to grant easements or any other rights over or impose covenants or any other restrictions on or consent to the letting underletting assignment surrender or alteration of any freehold or leasehold property;
- (3) being or incorporating a covenant contract agreement or some other similar engagement by the Agency;
- (4) required to vary alter amend modify revise replace or substitute any deed or document relating to the above mentioned matters to which the Agency is a party;

AND generally for all or any of the purposes aforesaid to act as the Agency's Attorney.

ALL Powers of Attorney previously given by the Agency to Jonathan Richard Taylor are revoked. This Power of Attorney shall expire automatically upon Jonathan Richard Taylor ceasing to be employed by the Agency.

IN WITNESS whereof the common Seal of the Agency was hereto affixed the day and year first above written

THE COMMON SEAL of the  
ENVIRONMENT AGENCY

SIGN

Jonathan Robinson  
Director, Legal Services

DATE

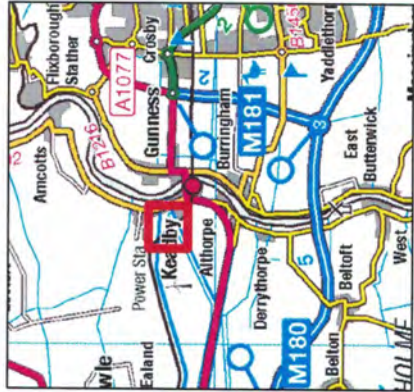
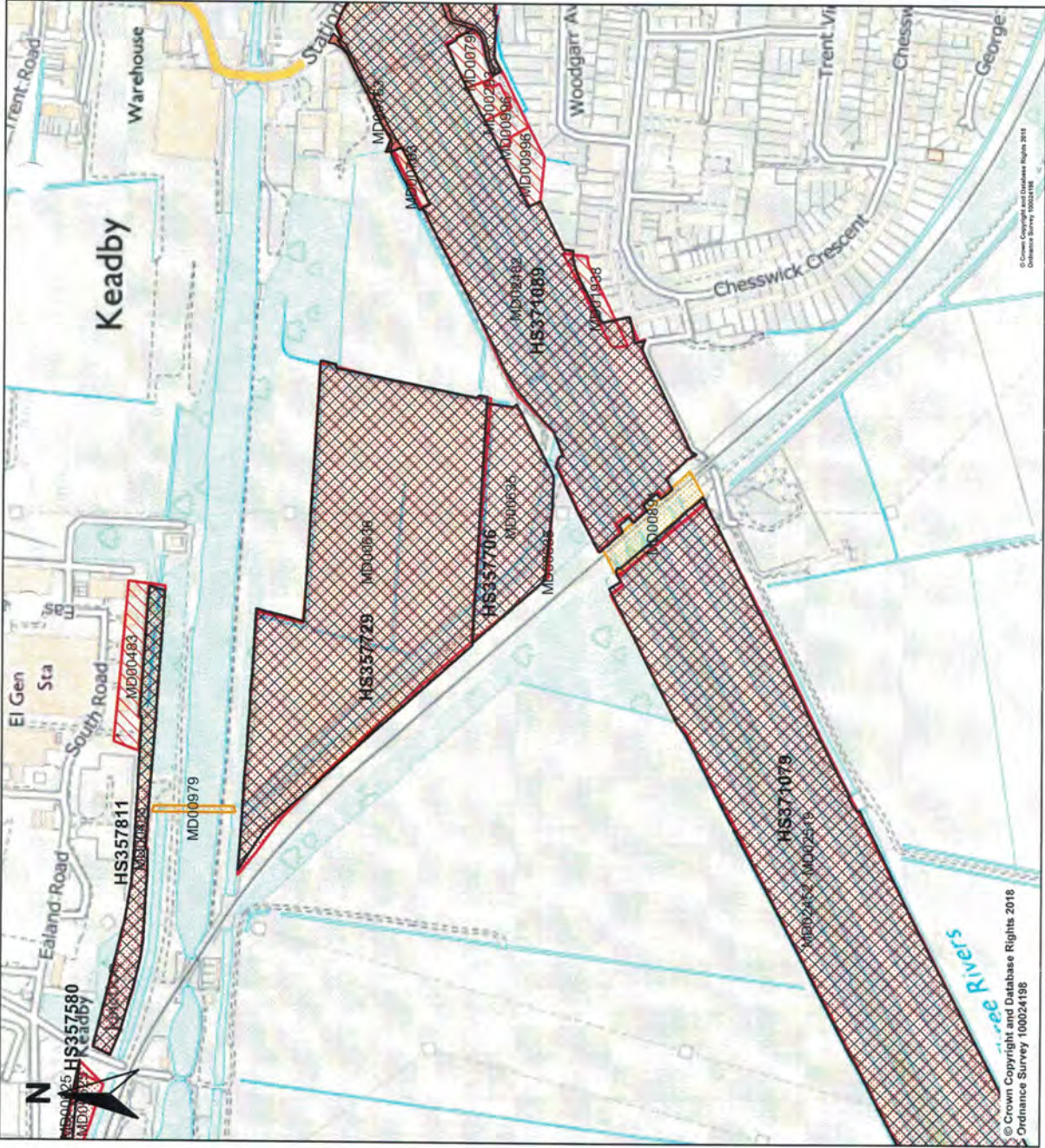
22/5/11


I hereby certify that this is a true and correct copy of the original and that this Power of Attorney has not been revoked.

Date:

04.01.12









Environment  
Agency

TITLE

LAND AT KEADBY

KEY

 ENVIRONMENT AGENCY  
REGISTERED LAND

 ENVIRONMENT AGENCY  
FREEHOLD

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ESTATES INFORMATION TEAM

DRAWN BY PAT NEAL

TEL. 02030256146 DATE 21/09/2018

FILE REF.

O:\National Estates\Information Team\Completed Work\C&SW KEADBY\_21.09.2018



*Mr Luck 24/1*  
THE SHEFFIELD & SOUTH YORKSHIRE NAVIGATION CO.,  
EXCHANGE STREET,  
SHEFFIELD, 2.

for:-

The Secretary.,  
Electricity Commission,  
Savoy Court, Strand,  
LONDON.W.C.2.

*A953/110L*  
Per Registered Post.

29th August, 1947.

P/LJ/B.

The Secretary.,  
The Central Electricity Board.,  
Trafalgar Buildings,  
1, Charing Cross,  
LONDON.S.W.1.

RECEIVED

1 SEP 1947

ELECTRICITY

Dear Sir,

Electricity (Supply) Act, 1919  
Mid-East England Electricity Schemes (1929-1947)

With reference to your letter of the 31st ultimo (ref: HC/4663/1). Whilst I do not desire to lodge a formal objection to this proposal, I think it necessary, in order to safeguard our position, to call attention to the two Bridges crossing the Canal near to the Station. These Bridges are 5 ton Bridges only which is the limit of this Company's liability. Should heavier loads be contemplated as a regular user because of the new Power Station, it may be necessary either to reinforce or to replace the present Bridges.

Yours faithfully,

W. H. Pryce.  
General Manager.



**Submission number:** 3

**Date submission received by PINS:** 2 November 2022

**Name:** John Carney

**Description:** Comments on the merits of the application

---

To

Gareth Leigh

Head of Energy Infrastructure Department for Business, Energy & Industrial Strategy

1 Victoria Street

London SW1H 0ET

Via Email: keadby3@planninginspectorate.gov.uk

Dear Sir,

North Pilfery Bridge

1. SSE response by DWD , 7/10/2022 that: “ ..Network Rail does not have any interest in the bridge, and no part of the air space within which it is located comprises operation land”, untrue. Plot 30 (the land bellow the Bridge) does not belong to the Environment agency. Parliamentary Plans *HL/PO/PB/3/plan1861/S11 – is only one plan sheet covering Althorpe and Frodingham HL/ PO/PB/3/plan1866/S21 – is five plan sheets covering Thorne, Crowle & Althorpe*. It is a road or way that joins a working railway part of the infrastructure. SSE have ignored Network Rail ownership of the North Soak Drain and adjacent Road or Way on the north side of the North Soak drain from Boating Dyke Thorne to Keadby Sluice. Land Purchase by **(Stainforth and Keadb Canal Act (1793) Geo 3 Cap 117 (Document 1 (section 19))**
2. In order to justify the above claim, DWD have omitted credible, uncontroversial Conclusive legislation that it is a highway **Vic. Cap clxix. (1861)**, **Parliamentary Railway (Document 2)**, and **Parliamentary Railway Plans HL/PO/PB/3/PLAN1861/S1. (Document 3)**. **The South Yorkshire Amendment Act. Cap clxix (1861) was an opposed Act.**
- 3.To make the new Railway the SYR and River Dunn purchased by conveyance of land Required by the Act **clxix. (1861)** that land the is coloured red. The road or way is shown by a double dashed lines is **Numbered 7 on the conveyance Mary Dunn and Her tenant’s (document 4)** . Therefore, it is not land purchased by the **Victorian Act\_Vic. Cap clxix. (1861)** to Build the new railway.
- 4.Therefore whether the road or way which exists, is a highway de facto or a highway de jure, the Secretary of State will have look at provisions of *The Stainforth and Keadby Canal Act (1793) Geo 3. Cap 117; An Act for making and maintaining from the River Dun Navigation Cut, or near Stainforth, in the West Riding of the County of York, to join and communicate with the River Trent at or near Keadby, in the County of Lincoln; and also, a Collateral Cut from the said Canal to join the said River Dunn, in the Parish of Thorne in the said Ridding (7<sup>th</sup> June 1793) Section 53 Stainforth and Keadby Canal Act (1793).*
6. Section L111 *And it be further enacted That all Persons shall have free Liberty with*



*Horses, Cattle and Carriages to use the private Roads and Ways belonging to the said company of Proprietors (accept the Towing Path).*

7. 3602... Page 5 lines 14 – 44 ..... *And also, to make, build, and set up in or upon the said Canal and Collateral Cut. or upon the respective lands adjoining or near the same, such as many Bridges, Quays House, Warehouse, Watch houses, Landing Places, Weight Beams, Cranes, Dry Docks and other Works, Ways, Roads, and other Conveniences as an where the said Company of Proprietors shall think requisite and Convenient for the Purposes of the said Navigation and from Time to make, widen and enlarge any Bridge, Ways, Roads, Passages, Lock Sluices, and other Works of Convenience, as well for the carrying and conveying of all Manner of Materials necessary for making and erecting, finishing, altering, repairing, amending widening, or enlarging the said Works of and belonging to the said Navigation, and also to place, lay, work, and manufacture or place any Materials on Grounds near to the place or places were the said Works or any of them shall and are intended to be made, erected, repaired or done, and to build and construct the several Locks, Bridges, Works, and erections belonging thereto, and make, maintain, repair and alter, or turn any Roads, Fences or Passages over or along the Side of the said Canal and Collateral Cuts and also to make, setup. And appoint such Towing Paths, Banks, Roads, and Ways convenient for towing, haling or drawing of Boats and other Vessels, passing through the said Canal and Collateral Cuts, with Men and Horses, or otherwise, as the said Company of Proprietors shall think convenient.....).*
8. The roads adjacent to the North and South Soak Drains were created in execution of the Acts by digging out a declining bed from Thorne Boating Dike to Keadby Trent Sluice. The dug-out soil used to make a raise level top bank, road or way (**Parliamentary Railway Plans HL/PO/PB/3/PLAN1861/S1. (Document 3)**). to maintain the undertaking at the same level from Boating Dike to Keadby Sluice, preventing flooding of the Lincolnshire Levels by the River Dunn.
9. Where the declining level of the drain was on lower lying land at North Pilferry and Keadby Commons the Level Bank Top road or way needed to higher with a longer Slope or Batter to prevent flooding of these commons.
10. The Canal Roads or Way adjacent to the North Soak Drain is not a Towing Path therefore **“All Persons “have the right to use it with Horses, Cattle and Carriages.**
11. A highway is a way over which there exists a public right of passage, that is to say a right for all his Majesty’s subjects all sessions of the year to freely pass and repass without let or Hindrance (**Halsbury’s Laws 21(1).**

12. In a point of law, the road cannot be dedicated or only used as a way of sufferance and permission or acquired by SSE freehold by adverse possession. The right of “all persons” granted by parliament can only be taken away by parliament.
13. Therefore, if the general rule roads or ways dedicated to the public before 1835 are public roads maintained by the Parish were so, it would not have been the case here, as Parliament had directed, by terms in **S&K Canal Act section 53** “*that all Persons*” have “free liberty” to use the road and ways belonging to the Company of Proprietors. (Except the Towing Path) The term “all persons” include the public as well as the inhabitants who are also members of the public. Making this a public Road maintained by the Canal Proprietors and their Successors. Today Network Rail.
14. It is also a Statutory Duty of owners, Network Rail, as successors to maintain the Soak Drain depth and Height of the road or way adjacent, as the river Dunn flash Flooding has occurred regularly at Crook o’ Moor and Godnows Common Crowle, when the level of the water is lifted higher than the road on the bank.

#### Private Rights.

15. **Section 91, 92 & 93 pages 3651-54** “*maintaining a Navigable Canal from the River Dunn Navigation Cut, at or near Stainforth in the West Riding of the County of York, to join and communicate with the River Trent at or near Keadby in the County of Lincoln, or any subsequent Act or Acts made and passed relating to the said to under Navigation, or in any respect to impede, obstruct, prejudice, affect, injure, or damage the said Canal, and the Soke or Side Drains thereof, or either of them: Saving always to the Proprietors or Persons interested in the Lands and Grounds hereby directed to be drained or warped, all such Right of Drainage into the said Soke or Side Drains, or either of them, as the said Proprietors or Persons interested as aforesaid are entitled to under or by virtue of the said Act of the Thirty-third Year of the Reign of His present Majesty.....*”
16. The legislation is not an ab extra, it is duty, place on the Canal proprietor’s successor companies to maintain in perpetuity. The road or way adjacent to the North Soak Drain Bank or Batter maintenance is statutory responsibility of Network Rail as successors **in Title**.
17. After SSE’s successful planning application to North Lincolnshire Council for Pilferry Bridge, which is on Keadby Common, SSE did not make an application to divert the road of the way over the Hump. SSE made it without a **TCPA 247/8 1990 Application**. SSE without lawful authority blocked public use of the unlawful diversion with locked gates, and fencing.
18. The Secretary of State does not have the power to stop up highways retrospectively. SSE



failure to make application before they started to build the bridge means they have placed Secretary of State in a position where they cannot give permission.

[Stopping up and diversion of highways: application guidance - GOV.UK](#)

19. SSE have Copy of the sale of land Adjacent to the North Soak Drain Road at Chapel Lane to Dr. Angela Way. Numbered 71 on SSE land plans, The sale does not include the road. (Document 6)
20. Parliamentary Railway Plans HL/PO/PB/3/PLAN1861/S1. Are of a proposed new railway, which are as built, from point "A". The diverted North Soak Drain was made by digging out soil making a new elevated level road or way on land purchased from Lady of the Manor of Keadby Mary Dunn and Her Tenants. The land sold is coloured red on Conveyance Plan. (British Rail Property York, (Document 3.))
21. SSE Claim to own the subsoil on Chapel Lane and its verges from on Chapel Lane crossroad to the Railway gate. Is absurd It is recorded as a public road on the Inclosure Map, Finance Act map (Document 7. ) Tithe Map, Canal and Railway maps. Lindsey County Council Highway maps, Isle Of Axholme Highway maintenance maps record it being stoned and Tared in 1935, it is also on the List of Street maintained at Public Expense, and the National Street Gazetteer.
22. The latest Building (9/10/2022) on the Chapel Lane verge is a Smokers Hut at the Cross roads. Chapel Lane and the way from Chapel lane adjacent to the North Soke drain are not a non-maintainable highway which has no depth; and or just comprises a surface over which the public has the right of way. (Document 8 photo )
23. Plot 78 is Philips and Robinsons Road is a Highway, in the Keadby Inclosure Deposited on the Lindsey Quarte Sessions reward (1862). The award states it is maintained the same as other Public highways. The common law of England is "once a Highway always a highway," hence once a public highway always a public highway to stop up a highway is a legal event the absence of which cannot overcome that maxim. (Document 9)
24. SSE Plot Number 75, 76, 80a (Document 10) are the road or way to maintain the North Soak Drain from the Public Maintained Highway Chapel Lane to the Syphon under the Keadby Canal, It is part of the diverted highway created by Vic. Cap clxix. (1861) Act. . *An Act to Authorize the Extension of the South Yorkshire Railway across the Trent, near Keadby Lincolnshire; and for granting further Powers to the South Yorkshire Railway and River Dunn Company. (22<sup>nd</sup> July 1861*

25. Chapel Lane is a public highway on the **Finance Act (1910) (document 11)** and the Inclosure Award (1861) Maps. The adjacent owners Awarded land by inclosure is bounded by the Chapel lane and Philips and Robinsons road. The new allottees had six months to challenge their Award. Their successors in title are too late to claim to the middle of Chapel Lane.
26. SSE have been in possession of the working infrastructure plans since 1999 (**Document 12, )** Withholding the Vic. Cap clxix. (1861) Act and parliamentary plan. Cannot alter the legislation as All His Majesties Subjects are presumed to know Acts of Parliament, SSE omission cannot alter the public right to use the way.

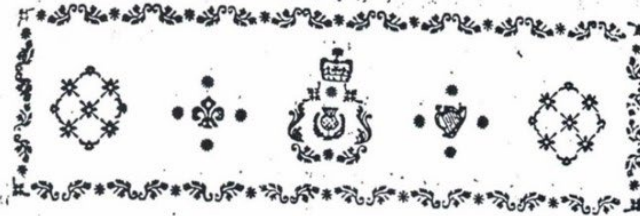
John Carney 

#### List of Document List

1. **Stainforth and Keadby Canal Act (1793) Geo 3 Cap 117. Geo 3.**
2. **The South Yorkshire Railway Act. Vic. Cap clxix. (1861).**
3. **Railway Plans HL/PO/PB/3/PLAN1861/S1.**
4. **Mary Dunn and Her tenant's. conveyance/absolute sale to the SYR company.**
5. **The Trent Ancholme Railway. (1861) Vic Cap clvi.**
6. **Act to wide Railway Mauds Bridge to Keadby Common Vic. Cap, lxxxvi (1866)**
7. **Muniment of title to Keadby Canal & SYR.**
8. **New Pilferry Bridge abandoned, built for Wind farm without Sec 247/8.**
9. **Railtrack Sale of land to Angela Way (2001) retaining infrastructure. Road or way.**
10. **Chapel Lane and Kings Highway stopped up, usurped by SSE Keadby companies.**
11. **Finance Act 1910 Map**
- 12 **1999 Railtrack Infrastructure ownership of North Soak and road or way coloured green**

**I do not have copy of the 1999 infrastructure Plan to hand – to follow**





ANNO TRICESIMO TERTIO

# Georgii III. Regis.



C A P. CXVII.

An Act for making and maintaining a Navigable Canal from the River *Dun* Navigation Cut, at or near *Stainforth*, in the West Riding of the County of *York*, to join and communicate with the River *Trent*, at or near *Keadby*, in the County of *Lincoln*; and also a Collateral Cut from the said Canal to join the said River *Dun*, in the Parish of *Thorne* in the said Riding.

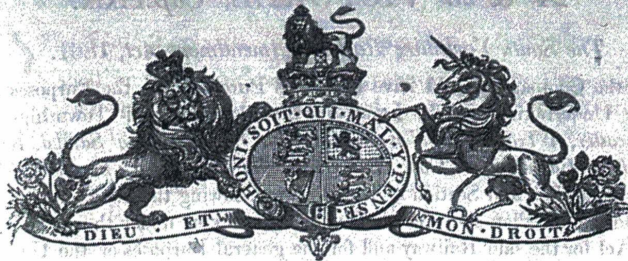
[7th June 1793.]



**P R E A M B L E** the making and main-  
taining a Navigable Canal from the  
River *Dun* Navigation Cut, at or  
near to *Stainforth*, in the West Ri-  
ding of the County of *York*, to join  
and communicate with the River  
*Trent*, at or near *Keadby*, in the  
County of *Lincoln*; and also a Col-  
lateral Cut from the said Canal, on *Thorne* Common, in  
the Parish of *Thorne*, in the said West Riding, to join  
and

Preamble.

## Document 2



ANNO VICESIMO QUARTO & VICESIMO QUINTO

VICTORIÆ REGINÆ.

\*\*\*\*\*

*Cap. clxix.*

An Act for the Extension of the *South Yorkshire* Railway across the *Trent*, near *Keadby* in *Lincolnshire*; and for granting further Powers to the *South Yorkshire* Railway and *River Dun* Company.  
[22d July 1861.]

WHEREAS the Railway of "The *South Yorkshire* Railway and *River Dun* Company" (who are herein-after referred to as "the Company") now terminates on the Left Bank of the River *Trent* in the Parish of *Keadby*: And whereas a Railway is now in course of Construction in the Parts of *Lindsey* in *Lincolnshire*, from the Right Bank of the *Trent*, and across the River *Ancholme*, to join the *Manchester, Sheffield, and Lincolnshire* Railway at *Barnetby-le-Wold*; and a Bill is pending in Parliament to authorize the said Undertaking under the Name of "*The Trent, Ancholme, and Grimsby* Railway:" And whereas it is expedient that the Company should have Power to extend the *South Yorkshire* Railway across the *Trent* to join the *Trent, Ancholme, and Grimsby* Railway, and that they should have Power to use the same Railway: And whereas the estimated Expense of the proposed Extension of the *South Yorkshire* Railway is Twenty-seven thousand five hundred Pounds: And whereas it is expedient

[Local.]

27 T

that



*The South Yorkshire Railway Amendment Act, 1861.*

that the Company should have Power to Purchase for the Purposes of their Undertaking certain Lands in the Parishes and Townships of *Doncaster, Whalley, Donley with Ardsley, Sandal, Long Sandal, Kirk Sandal, Barnby-upon-Don, Stainforth, Hatfield, and Thorne*; And whereas a Plan and Section of the Railway showing the Line and Levels thereof, and a Plan showing the Lands to be taken under the Powers of this Act for the said Railway and for the general Purposes of the Undertaking of the Company, with Books of Reference to the Plans containing the Names of the Owners and Lessees or reputed Owners and Lessees, and of the Occupiers of the said Lands, have been deposited with the respective Clerks of the Peace for the *Lindsey Division of Lincolnshire* and for the West Riding of *Yorkshire*; And whereas the Capital of the Company formed as well by the original Subscriptions as by the Amalgamation of the Companies of the *River Don Navigation*, the *Sheffield Canal*, the *Dearne and Dove Canal*, and the *Stainforth and Keady Canal*, now consists of Seven hundred and forty-one thousand and twenty Pounds Consolidated Stock and Shares, being the ordinary Share Capital of the Company; also of Four hundred and forty-eight thousand nine hundred and eighty Pounds Consolidated Stock and Shares, bearing Four *per Cent.* Preference Dividend; and of Five hundred thousand Pounds in Twenty Pound Shares, bearing a *Five per Cent.* Preference Dividend now in course of Issue; and the Company have also borrowed, under the Powers of the Company and of the Navigation and Canal Acts amalgamated therewith, and on the Thirtieth of *September* One thousand eight hundred and sixty stood indebted in the Sum of One million one hundred and four thousand three hundred and three Pounds Seventeen Shillings and Two pence: And whereas as well for the Purposes of this Act as for the general Purposes of the Company, it is necessary that the Company should be authorized to raise further Capital: And whereas it is expedient that the Company and the *Manchester, Sheffield, and Lincolnshire Railway Company* should be authorized to enter into the Arrangements herein-after contained: And whereas the Purposes aforesaid cannot be accomplished 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, as follows:

8 & 9 Vict. c. 18, & 20, and 23 & 24 Vict. c. 106. incorporated.

1. "The Lands Clauses Consolidation Act, 1845," "The Railways Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Act, 1860," shall be incorporated with and form Part of this Act.

2. In this Act the Words "the Railway" shall mean the Bridge across the *Trent*, the Railway, and the Works connected therewith respectively by this Act authorized to be constructed.

Section 3. It

*The South Yorkshire Railway Amendment Act, 1861.*

3. It shall be lawful for the Company, subject to the Provisions in Power to this and the incorporated Acts, contained, to make and maintain the Railway herein-after described, with all proper Works, Approaches, and Stations, in the Line and upon the Lands delineated on the said Plan and described in the said Books of Reference, and according to the Levels and described on the said Section; and the Company may enter upon, take, and use such of the said Lands as shall be necessary for such Purposes.

4. The Railway (which will be wholly situate in the said *Lindsey Division of Lincolnshire*) shall commence by a Junction with the *South Yorkshire Railway* in the Township of *Keady* and the Parish of *Althorpe*, cross the River *Trent*, and terminate in the Township of *Bramby* in the Parish of *Frodingham* by a Junction with the said *Trent, Ancholme, and Grimsby Railway*.

5. Provided always, That nothing in this Act contained shall authorize the Company to enter upon, take, or use all or any Portion of the Land situate in the Parish of *Frodingham* numbered 4, 13, 14, 15, and 20, not to include certain of the deposited Plans referred to in this Act, nor any Portion of the Land situate in the said Parish, numbered 2 and 3 respectively on the said Plans, which will lie on the North Side of the Line of the *South Yorkshire Railway*, Fence of Number 4 when continued to the River *Trent*.

6. The Company may demand and receive for every Passenger and Animal, and for every Ton of Goods, Minerals, and other Matters and Things carried across the Bridge to be constructed over the said River *Trent* a Sum not exceeding One Penny, and they may further demand and receive for and in respect of the Railway the same Tolls and Charges as they are now authorized to receive in respect of their existing Undertaking, and the Railway shall in all respects be deemed Part of "the *South Yorkshire Railway*."

7. The Company may also enter upon, take, and use for the Purposes of their Undertaking all or any of the Lands shown upon the Plans and described in the Books of Reference deposited as aforesaid along with the Plan, Section, and Book of Reference relating to the Railway.

8. Subject to the Provisions in this Act and in "The Railways Clauses Consolidation Act, 1845," contained, it shall be lawful for the Company in the Construction of the Railway to carry the same across and upon the Level of the public Roads in the Parish of *Althorpe* numbered respectively 11 and 40, on the said deposited Plan; but no more than a single Line of Railway shall be laid down at such level Crossing so long as the Undertaking of the Company consists of a single Line of Railway; and in no Case shall more than a double Line of Railway be laid down on such level Crossing.

9. It



*The South Yorkshire Railway Amendment Act, 1861.*

Not to shunt  
Trains over  
level Cross-  
ing.

9. It shall not be lawful for the Company in shunting Trains to pass any Trains over such level Crossing, or to allow Trains to stand across the same.

Company to  
erect Station  
or Lodge  
where Road  
crossed on  
the Level.

10. For the greater Convenience, and Security of the Public the Company shall erect and permanently maintain either a Station or Lodge at the Point where the before-mentioned Road shall be crossed on the Level; and the Company shall be subject to and abide by all such Rules and Regulations with regard to the crossing of such Road on the Level, or with regard to the Speed at which Trains shall pass such Road, as may from Time to Time be made by the Board of Trade; and if the Company shall fail to erect and at all Times maintain such Station or Lodge, or to appoint a proper Person to watch or superintend the Crossing at any such Point or Station, or to abide by any such Rule or Regulation as aforesaid, they shall for any 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.

Board of  
Trade may  
require  
Bridge in-  
stead of  
level Cross-  
ing.

11. The Board of Trade (if it shall appear to them necessary for the Public Safety or Convenience, at any Time either before or after the Railway shall have been completed and opened for Public Traffic,) may require the Company within such Time as the Board shall direct, and at the Expense of the Company, to carry the said Road either under or over the Railway by means of a Bridge or Arch, instead of crossing the same on a Level, and to execute such other Works as under the Circumstances of the Case shall appear to the said Board of Trade the best adapted for removing or diminishing the Danger arising from such level Crossing.

Communica-  
tion with  
Trent, An-  
cholme, and  
Grimsby  
Railway to  
be made  
under the  
Direction of  
their En-  
gineer.

12. The Communication between the Railway hereby authorized, and the *Trent, Ancholme, and Grimsby* Railway, and all such Interferences with the Works of the said Railway as may be necessary or convenient for effecting such Communication, shall be made under the Direction and Superintendence of the Engineer for the Time being of the *Trent, Ancholme, and Grimsby* Railway Company; and in case of any Difference arising as to the Mode of effecting the Communication, the same shall be determined by a Referee to be appointed at the Cost of the Company by the Board of Trade on the Application of either Company.

Not to take  
Lands or in-  
terfere with  
Works of  
the said  
Railway.  
Company  
without  
Consent.

13. Excepting as is by this Act specially provided, nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to take or enter upon any of the Lands belonging to the *Trent, Ancholme, and Grimsby* Railway Company, or to alter, vary, or interfere with their Railway, or any of the Works thereof, further or otherwise than is necessary for the convenient Junction  
and



*The South Yorkshire Railway Amendment Act, 1861.*

and Intercommunication between their said Railway and the Railway hereby authorized, without the Consent in Writing of the *Trent, Ancholme, and Grimsby* Railway Company in every Instance for that Purpose first had and obtained.

14. The *Trent, Ancholme, and Grimsby* Railway Company may from Time to Time erect such Signals and Conveniences incident to the Junction, and appoint and remove such Watchmen, Switchmen, or other Persons as may be necessary for the Prevention of Danger to or Interference with the Traffic at and near the said Junction; and the working and Management of such Signals and Conveniences, whether on the Land of the same Railway Company or on Land of the Company, shall be under the exclusive Management and Regulation of the *Trent, Ancholme, and Grimsby* Railway Company; and all the Expense of erecting and maintaining such Signals and Conveniences, and of the Wages of such Watchmen, Switchmen, and other Persons, and all incidental current Expenses, shall at the End of every Half Year be repaid by the Company, and in default of such Repayment the Amount of such Expenses and Wages may be recovered from the Company in any Court of competent Jurisdiction.

As to Expense of Signals, Watchmen, &c.

15. Nothing in this Act or in the Acts incorporated in this Act contained shall lessen, defeat, prejudice, or affect the Jurisdiction or any of the Rights, Privileges, Powers, or Authorities of the Commissioners of Sewers for the Time being of and for the Limits of the Levels in the County of *Lincoln*, City of *Lincoln*, and County of the said City, and Part of the County of *Nottingham*, acting in and for the Wapentakes of *Manley, Corringham, and Aslaoe*, in the Parts of *Lindsey* in the County of *Lincoln*; but that the same and all Estate, Franchise, Right, Title, and Interest of the said Commissioners shall continue as fully and effectually to all Intents and Purposes as if this Act had not been made; and nothing herein or in the Acts incorporated herein contained shall be construed to authorize the Company, or any of their Agents, Servants, or Workmen, to alter, divert, or obstruct the Course or Channel of any River, Stream, Sewer, Cut, Drain, or Watercourse within the Limits of the said Levels, or any other River, Stream, Sewer, Cut, Drain, or Watercourse through or by means of which the Waters of the said Levels pass to their respective Outfalls, or to destroy or injure any Banks, Bridges, Culverts, or other Works affecting the Drainage of the said Levels, without the Consent in Writing of the said Commissioners or their Clerk or Surveyor for the Time being for that Purpose first obtained; and all and singular the Works of the Company, and all Lands, Tenements, and Hereditaments which may be taken or held by the said Company, shall, so far as concerns the Drainage and Preservation of the said Levels, be subject to the Control, Survey, Order, Direction, and Management of the said Commissioners of Sewers, and

Saving Jurisdiction of Commissioners of Sewers for the Wapentakes of Manley, Corringham, and Aslaoe.

[Local.]

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shall



*The South Yorkshire Railway Amendment Act, 1861.*

shall be liable to all Drainage and other Rates, Taxes, and Impositions imposed or to be imposed by the said Commissioners, in like Manner as other Works and other Lands, Tenements, and Hereditaments within the said Levels now are or hereafter may be under and subject and liable to the same respectively, but only on the Basis of the agricultural Value of such Lands; and it shall not be lawful for the said Company to extend any public or private Drainage within the said Limits to any Land not previously drained by such public or private Drainage: Provided also, that in carrying the Railway over the *Ings Drain* situate in the Parish of *Frodingham*, numbered 16A in the deposited Plans referred to in this Act, there shall be made under the said Railway a clear Opening of the Width of Twelve Feet, and the Bottom of the said Opening shall be on a Level with the Top of the Sill of the Sluice of the *Drumby Sewer*, situate next the River *Trent* in the said Parish of *Frodingham*.

As to Bridge  
over Trent.

16. The Bridge over the River *Trent* authorized by this Act shall be constructed by the Company with two opening Spans, each of Sixty Feet, on the Swivel Principle, and the Headway under all the Arches of the Bridge shall be Fifteen Feet above High-water Mark of ordinary Spring Tides; and the Bridge shall be constructed only on such a Line within the Limits of Deviation as the Lord High Admiral of the United Kingdom of *Great Britain and Ireland* or the Commissioners for executing the Office of Lord High Admiral shall previously approve of, such Approval to be signified in Writing under the Hand of the Secretary of the Admiralty: Provided always, that if the said Lord High Admiral or the said Commissioners shall require that the said Bridge shall be an opening Bridge of One hundred Feet in the Clear, then the said Bridge shall be made accordingly.

Plans to be  
laid before  
Admiralty,  
before com-  
mencing  
Works.

17. Previously to commencing the said Bridge or the Works respectively connected therewith the Company shall deposit at the Admiralty Office Plans, Sections, and Working Drawings of the Bridge and Works connected therewith, for the Approval 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, such Approval to be signified in Writing under the Hand of the Secretary of the Admiralty, and such Bridge and Works shall be constructed only in accordance with such Approval; and when any such Bridge or Works shall have been commenced or 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 Consent or Approval; and if any such Bridge or Works shall be commenced or completed, or be altered, extended, or constructed contrary to the Provisions of this Act, it shall be lawful for the said Lord High Admiral or the said Commissioners for executing the Office

[Seal]

*The South Yorkshire Railway Amendment Act, 1861.*

of Lord High Admiral to abate, alter, and remove the same, and to restore the Site thereof to its former Condition, at the Cost 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, or may be recovered with Costs as a Penalty is or may be recoverable from the Company.

18. During the Construction of the Bridge and Works connected therewith the Company shall cause to be hung out or exhibited every Night, from Sunset to Sunrise, Lights to be kept burning by and at the Expense of the Company, for the Navigation and safe Guidance of Vessels, and for over after the Completion of the Bridge the Company shall cause to be hung out or exhibited upon or near to the Centre of each Opening of the Bridge every Night from Sunset to Sunrise a good and sufficient Light, to be kept burning by and at the Expense of the Company, for the Navigation and safe Guidance of Vessels, and which Lights shall be from Time to Time altered by the Company in such Manner, and be of such Description, and be so used and placed, as the Lord High Admiral or the Commissioners for executing the Office of Lord High Admiral shall by Writing under the Hand of the Secretary of the Admiralty approve of, and in case the Company shall neglect to exhibit and keep either or any of such Lights burning as aforesaid they shall forfeit and pay for every such Neglect the Sum of Ten Pounds.

19. Previously to commencing the said Bridge the Company shall, at their Expense, clear away and entirely remove all Deposits and Banks near the Eastern End of the said Bridge, to the Satisfaction of the said Lord High Admiral or of the said Commissioners for executing the Office, commencing

Vessels not  
to be de-  
tained.

20. It shall not be lawful for the Company or any Person or Persons acting under them to detain any Vessel, Barge, or Boat navigating the River *Trent* for a longer Space of Time than may be sufficient to admit of any Carriages or Trains regularly traversing the said Railway and approaching the said Bridge to cross the said River *Trent*, and for opening the said Bridge to admit such Vessel, Barge, or Boat to pass; and in case the Company or any Person or Persons acting under them shall detain any such Vessel, Barge, or Boat contrary to the Provisions of this Act, or demand, take, or receive any Toll for the Passage of any Person or Persons, Vessel, Barge, or Boat, the said Company or every Person so offending shall in every such Case forfeit and pay the Sum of Ten Pounds, but nothing in this Act shall prevent any Remedy for Damages which any Party may sustain in respect of any such Detention as aforesaid.

21. If



*The South Yorkshire Railway Amendment Act, 1861.*

Admiralty may order local Survey at Expense of Company.

21. If at any Time or Times it shall be deemed expedient by the Lord High Admiral of the United Kingdom or the Commissioners for executing the Office of Lord High Admiral to order a local Survey and Examination of any Works of the Company in, over, or affecting any tidal or navigable Water or River or of the intended Site thereof, the Company shall defray the Costs of every 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.

Works affecting tidal Waters abandoned may be removed by Admiralty at Expense of Company.

22. If any Work to be constructed by the Company in, under, over, through, or across any tidal Water or navigable River, or if any Portion of any Work which affects or may affect any such Water or River, or Access thereto, shall be abandoned or suffered to fall into Disuse or Decay, 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 Cost and Charge of the Company; and the Amount thereof shall be a Debt due from the Company to the Crown, 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.

Reserving Powers of Warping.

23. And whereas *Charles Wm Esquire* is or claims to be the Owner of a Warping Drain situate in the said Parish of *Frodingham* near to and on the North Side of the Railway, with Works connected therewith, and it may be desirable that the said Warping Drain and Works shall hereafter be used for the Purpose of warping certain Lands and Grounds lying on the South Side of the Railway: The Company shall at all Times hereafter, on receiving Notice in Writing from the said *Charles Wm* or other the Owner for the Time being of the said Warping Drain, make and maintain two Openings underneath the Railway, each of the Width at the Bottom thereof of Fifty-five Feet, and to be formed with a Slope or Batter of One Foot and a Half horizontal to One Foot perpendicular, and such Bottom to be on a Level with the Top of the Sill of the Sluice of the said Warping Drain near the River *Trent*, for enabling him to warp by means of the said Warping Drain and Works any Lands lying on the South Side of the said Railway.

Powers for compulsory Purchase limited.

24. The Powers by this Act conferred for the compulsory Purchase of Lands shall not be exercised after the Expiration of Two Years from the passing of this Act.

25. The

*The South Yorkshire Railway Amendment Act, 1861.*

25. The Railway shall be completed within Five Years from the passing of this Act; and on the Expiration of such Period the Powers by this Act granted to the Company for making the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall then be completed.

26. If the Railway is not completed and opened for Public Traffic within the Period of Five Years from the passing of this Act, then and from thenceforth the Company or the Directors thereof shall not pay any Dividend to the Shareholders on the ordinary Capital of the Company until the Railway is completed and opened for Public Traffic.

27. The Company and all Persons and Corporations lawfully using their Railway may pass over and use with their Engines and Carriages and Servants, and for the Purposes of Traffic of all Kinds, the *Trent*, *Anchorline*, and *Grimshy* Railway, and the Stations, Sidings, Watering Places, Signals, Signal Posts, and other Machinery, Booking and other Offices, Buildings, Approaches, Works, and Conveniences belonging to or connected with the said *Trent*, *Anchorline*, and *Grimshy* Railway, and the Owners of the said *Trent*, *Anchorline*, and *Grimshy* Railway shall make all requisite Arrangements for that Purpose.

Terms of such Use.

28. The Terms, Conditions, and Regulations to which the Company and such other Persons and Corporations as aforesaid shall be subject in respect of the said Use, and the Tolls or other Consideration to be paid by them for the same, shall, as to the Tolls and Charges to be paid in respect of such Use, be a Mileage Rate for the Distance traversed upon the said *Trent*, *Anchorline*, and *Grimshy* Railway equal to that received by the carrying Company upon their own Railway in respect of each Passenger, Animal, Article, Matter, or Thing carried, save that in case such Mileage Rate shall not amount to the gross Sum of Fourpence for every Ton of Coals and Sixpence for every Ton of Iron Ore so carried, such gross Sums shall respectively be the Charges paid; and the other Conditions and Regulations affecting such Use shall be such as are already or may hereafter be agreed upon between the Parties from Time to Time, or such, in case of Difference, as shall be from Time to Time determined by an Arbitrator to be appointed by the Board of Trade; and the Decisions of such Arbitrator shall be binding and conclusive on all the Parties in difference, and the Costs and Expenses of such Arbitrator shall be defrayed as the Arbitrator shall direct; and either of the Companies or such other Persons or Corporations as aforesaid who shall refuse or neglect to perform, observe, and conform to any Decision given or Regulation made by any such Arbitrator in the Premises shall forfeit and pay to such Person or Company as the Arbitrator shall determine any Sum not exceeding Fifty Pounds for every such Offence, and Twenty Pounds for every Day during which such Offence shall continue.

[Local.]

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28. The



*The South Yorkshire Railway Amendment Act, 1861*

**29.** The Company, in using or traversing the said *Thorncliffe*, and *Grimsby* Railway, and in using the Stations and Conventances thereof, in accordance with the Provisions herein-before mentioned, shall at all Times observe the Regulations and Byelaws for the Time being in force on the respective Undertakings so used, so far as such Byelaws shall respectively be applicable to the Company.

**30.** It shall be lawful for the Company to apply towards the Purposes of this Act any of the Monies which they are already authorized to raise, and which may not be required by them for the Purposes of their Undertakings.

**31.** The Company may from Time to Time raise (in addition to the Sums of Money which they are authorized to raise) any further Sums not exceeding in the whole One hundred thousand Pounds, by the Creation of new Shares in their Undertaking, which Shares shall form Part of the general Capital of the Company, and shall be of such Amounts as will allow the same to be conveniently apportioned or disposed of according to the Resolution of any Ordinary or Extraordinary Meeting of the Company; and the Company may from Time to Time, but subject to the Provisions of this Act, fix the Amounts and Times of Payment of the Calls on Shares created under the Powers of this Act, and dispose of such Shares on such Terms and Conditions as may be so resolved upon.

**32.** Provided always, That if at the Time of issuing any new Shares under this Act the ordinary Shares of the Company are at a Premium the new Shares issued shall be offered to the then Holders of the ordinary Shares in proportion to the ordinary Shares held by them respectively; and every such Offer shall be made by Letter under the Hand of the Treasurer or Secretary of the Company given to every such Shareholder, or sent by Post addressed to him according to his Address in the Company's Register, or left for him at his usual or last Place of Abode; and every such Offer made by Letter sent by Post shall be considered as made on the Day on which the Letter in due Course of the Post ought to be delivered at the Place to which it is addressed.

**33.** The Company may, with the Consent of Three Fifths at least of the Votes of their Shareholders present, personally or by Proxy, at any Extraordinary Meeting convened with due Notice of the Object, attach to all or any of the Shares to be created under the Powers of this Act any preferential Dividend with or without other Privileges, which the Company may think fit, and may attach to the said Shares a Condition that the same may be redeemed upon Conditions to be stated in the Resolutions creating the same, and for the Purpose of redeeming the same or any Part thereof the Company may create and issue from Time

*The South Yorkshire Railway Amendment Act, 1861*

to Time fresh Shares with or without any special Advantages; provided that any fixed or preferential Dividend to be granted by the Authority of this Act shall not exceed the Rate of Five per Centum per Annum on the Amount for the Time being paid up on such Shares; and provided that if in any Year ending the Thirty-first Day of December there shall not be Profits of the Company available for the Payment of the whole of any such preferential Dividends, the Deficiency shall not be made good out of the Profits of any subsequent Year or out of any other Funds of the Company.

**34.** Provided always, That any Preference or Priority in the Payment of Interest or Dividend which may be granted in respect of any new Shares created in pursuance of this Act shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any other Shares or Stock which may have been previously granted by the Company, by or in pursuance of or which may have been confirmed by any Act of Parliament passed prior to this Act or which may otherwise be lawfully subsisting.

**35.** The Amount of any One Call to be made upon the Shares Limit of created under the Powers of this Act shall not exceed One Fourth of the Amount of such Shares, and there shall be an Interval of Two Months at least between every Two successive Calls; and not more than Three Fourths of the Amount of each Share shall be called up in any One Year.

**36.** Every Person who becomes entitled to any Share created under the Powers of this Act shall in respect of the same be a Shareholder in the Company, and (except as otherwise provided by or under the Powers of this Act) shall be entitled to a Dividend with the other Shareholders, proportioned to the Amount for the Time being paid up on such Shares.

**37.** The Proprietors of any new Shares created under the Powers of this Act shall be entitled to such Number of Votes in respect thereof as the nominal Amount represented by such Shares would have entitled them to if they had been possessed of original Shares in the Company.

**38.** The Company may from Time to Time, under the Powers of Power to this Act, borrow on Mortgage beyond the Sum now borrowed by them Mortgage. any additional Sum of Money not exceeding Thirty-three thousand Pounds, but no Part of that Sum shall be borrowed until the whole of the additional Capital by this Act authorized to be raised by new Shares is *bond fide* subscribed for or taken; and One Half thereof is paid up; and until the Company shall prove to the Justice who is to certify



*The South Yorkshire Railway Amendment Act, 1861.*

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

Railway not  
exempt from  
Provisions  
of present  
and future  
General  
Acts.

Not to take  
or use  
Lands, &c.  
of the  
Crown with-  
out Consent.

Short Title.  
Expenses  
of Act.

48. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised for the Purposes of such Act, 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 Company to construct any other Railway or to execute any other Work or Undertaking.

49. Nothing herein contained shall be deemed or construed to exempt the Railway or the Company from the Provisions of any General Act relative to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this 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 to be taken by the Company, or of the Rates for small Parcels.

50. Nothing contained in this Act shall authorize the Company to take, use, or in any Manner interfere with any Foreshore belonging to the Crown, if any, or any other Land, Soil, Tenements, or Hereditaments, or any Rights of whatsoever Nature, if any, belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give); neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

51. This Act may be cited as "The South Yorkshire Railway Amendment Act, 1861," and all the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

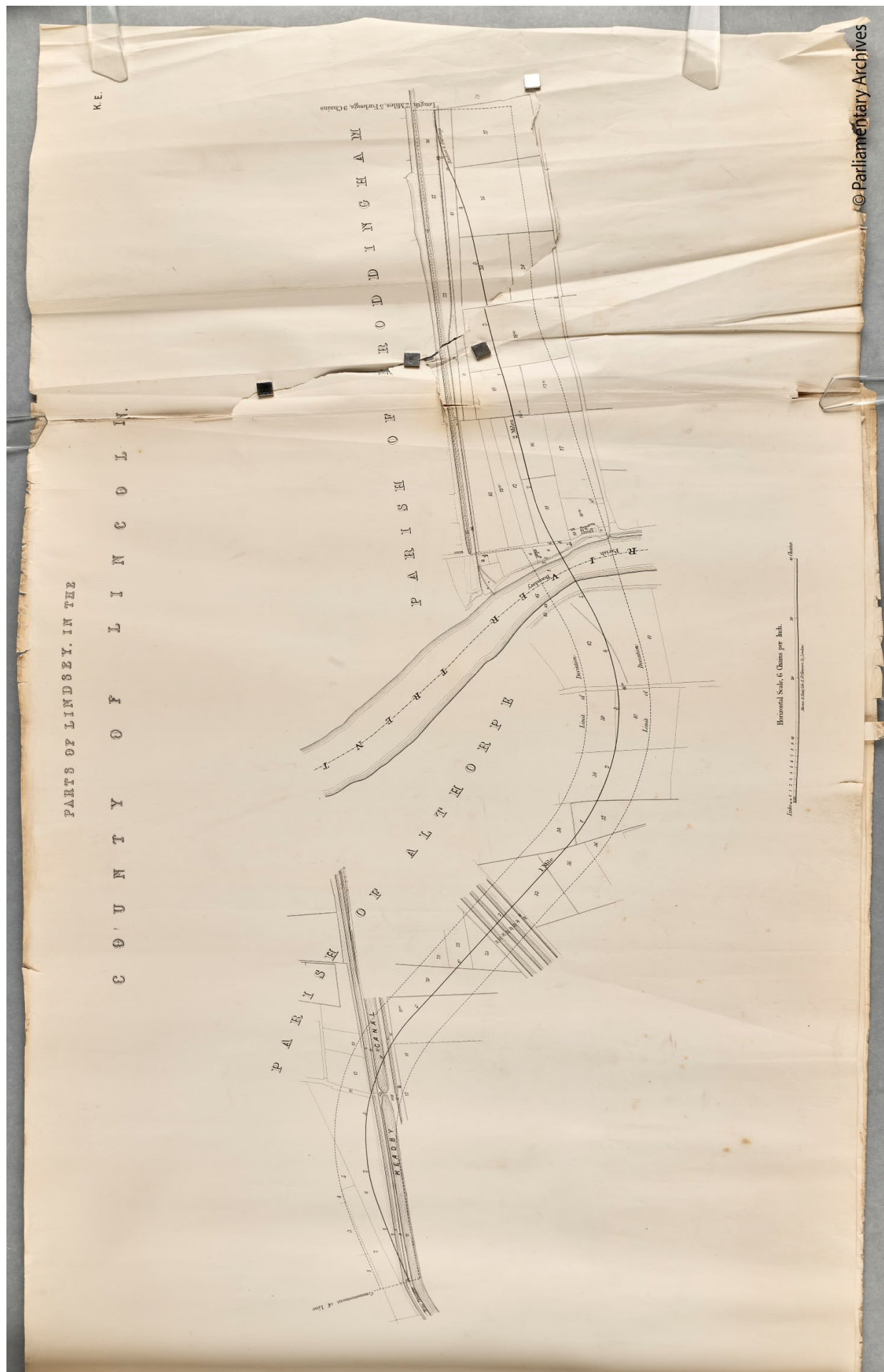
LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,

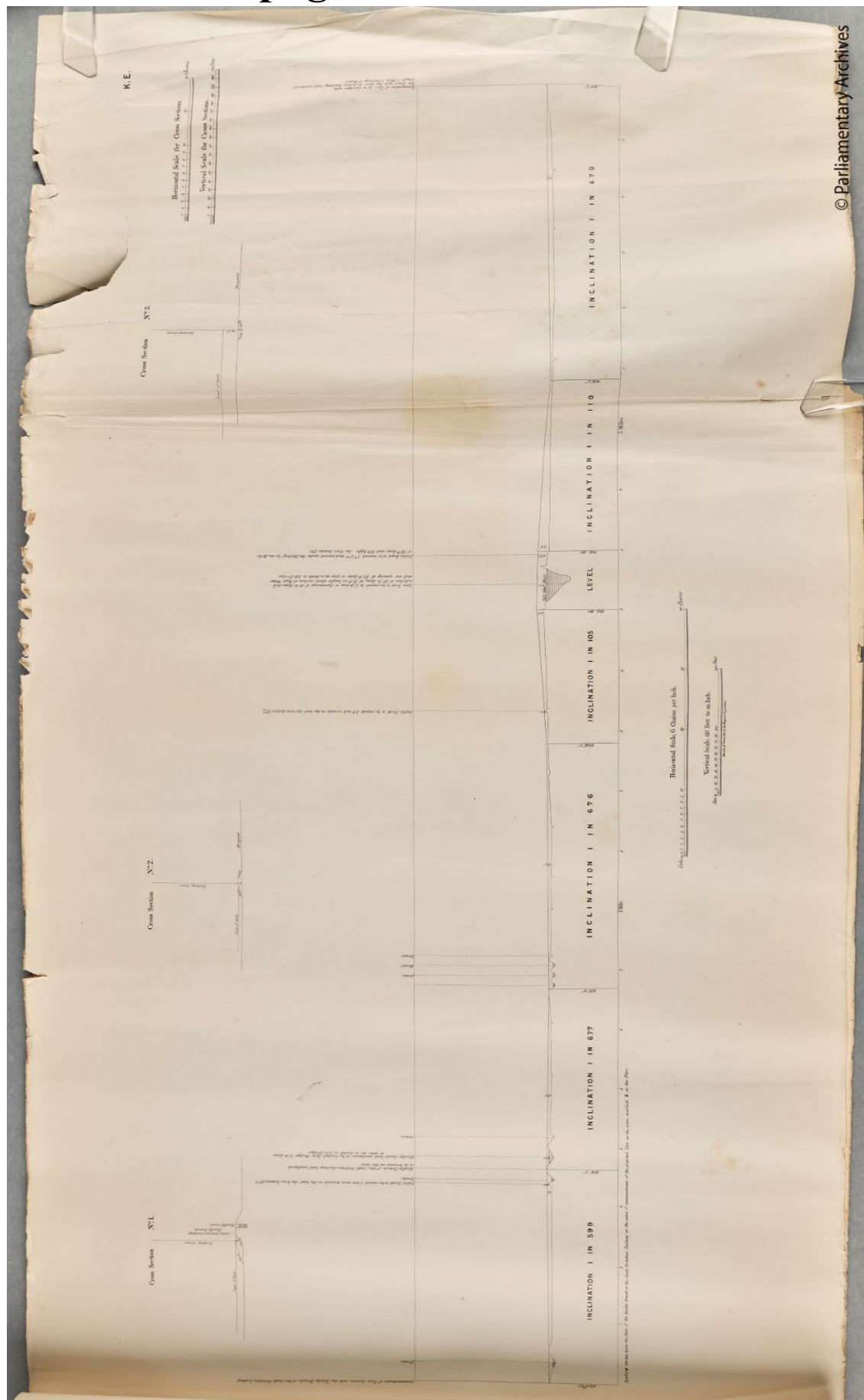
Printers to the Queen's most Excellent Majesty, 1861.



# Document 3







**Submission number:** 4

**Date submission received by BEIS:** 10 November 2022

**Name:** John Carney

**Description:** Comments on the merits of the application

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To

Gareth Leigh

Head of Energy Infrastructure Department for Business, Energy & Industrial Strategy  
1 Victoria Street

London SW1H 0ET

Via Email: keadby3@planninginspectorate.gov.uk

Dear Sir,

North Pilfery Bridge

1. SSE response by DWD , 7/10/2022 that: “ **..Network Rail does not have any interest in the bridge, and no part of the air space within which it is located comprises operation land**”, untrue. Plot 30 (the land bellow the Bridge) does not belong to the Environment agency. Parliamentary Plans **HL/PO/PB/3/plan1861/S11 – is only one plan sheet covering Althorpe and Frodingham HL/ PO/PB/3/plan1866/S21 – is five plan sheets covering Thorne, Crowle & Althorpe**. It is a road or way that joins a working railway part of the infrastructure. SSE have ignored Network Rail ownership of the North Soak Drain and adjacent Road or Way on the north side of the North Soak drain from Boating Dyke Thorne to Keadby Sluice. Land Purchase by **(Stainforth and Keadb Canal Act (1793) Geo 3 Cap 117 (Document 1 (section 19)**
2. In order to justify the above claim, DWD have omitted credible, uncontroversial Conclusive legislation that it is a highway **Vic. Cap clxix. (1861), Parliamentary Railway (Document 2)**, and **Parliamentary Railway Plans HL/PO/PB/3/PLAN1861/S1. (Document 3)**. **The South Yorkshire Amendment Act. Cap clxix (1861) was an opposed Act.**
- 3.To make the new Railway the SYR and River Dunn purchased by conveyance of land Required by the Act **clxix. (1861)** that land the is coloured red. The road or way is shown by a double dashed lines is **Numbered 7 on the conveyance Mary Dunn and Her tenant's (document 4)** . Therefore, it is not land purchased by the **Victorian Act\_Vic. Cap clxix. (1861)** to Build the new railway.
- 4.Therefore whether the road or way which exists, is a highway de facto or a highway de jure, the Secretary of State will have look at provisions of ***The Stainforth and Keadby Canal Act (1793) Geo 3. Cap 117; An Act for making and maintaining from the River Dun Navigation Cut, or near Stainforth, in the West Riding of the County of York, to join and communicate with the River Trent at or near Keadby, in the County of Lincoln; and also, a Collateral Cut from the said Canal to join the said River Dunn, in the Parish of Thorne in the said Ridding (7<sup>th</sup> June 1793) Section 53 Stainforth and Keadby Canal Act (1793).***
6. Section L111 ***And it be further enacted That all Persons shall have free Liberty with***

*Horses, Cattle and Carriages to use the private Roads and Ways belonging to the said company of Proprietors (accept the Towing Path).*

7. 3602... Page 5 lines 14 – 44 ..... *And also, to make, build, and set up in or upon the said Canal and Collateral Cut. or upon the respective lands adjoining or near the same, such as many Bridges, Quays House, Warehouse, Watch houses, Landing Places, Weight Beams, Cranes, Dry Docks and other Works, Ways, Roads, and other Conveniences as an where the said Company of Proprietors shall think requisite and Convenient for the Purposes of the said Navigation and from Time to make, widen and enlarge any Bridge, Ways, Roads, Passages, Lock Sluices, and other Works of Convenience, as well for the carrying and conveying of all Manner Of Materials necessary for making and erecting, finishing, altering, repairing, amending widening, or enlarging the said Works of and belonging to the said Navigation, and also to place, lay, work, and manufacture or place any Materials on Grounds near to the place or places were the said Works or any of them shall and are intended to be made, erected, repaired or done, and to build and construct the several Locks, Bridges, Works, and erections belonging thereto, and make, maintain, repair and alter, or turn any Roads, Fences or Passages over or along the Side of the said Canal and Collateral Cuts and also to make, setup. And appoint such Towing Paths, Banks, Roads, and Ways convenient for towing, haling or drawing of Boats and other Vessels, passing through the said Canal and Collateral Cuts, with Men and Horses, or otherwise, as the said Company of Proprietors shall think convenient.....).*
8. The roads adjacent to the North and South Soak Drains were created in execution of the Acts by digging out a declining bed from Thorne Boating Dike to Keadby Trent Sluice. The dug-out soil used to make a raise level top bank, road or way (**Parliamentary Railway Plans HL/PO/PB/3/PLAN1861/S1. (Document 3)**). to maintain the undertaking at the same level from Boating Dike to Keadby Sluice, preventing flooding of the Lincolnshire Levels by the River Dunn.
9. Where the declining level of the drain was on lower lying land at North Pilferry and Keadby Commons the Level Bank Top road or way needed to higher with a longer Slope or Batter to prevent flooding of these commons.
10. The Canal Roads or Way adjacent to the North Soak Drain is not a Towing Path therefore **“All Persons “have the right to use it with Horses, Cattle and Carriages.**
11. A highway is a way over which there exists a public right of passage, that is to say a right for all his Majesty’s subjects all sessions of the year to freely pass and repass without let or Hindrance (**Halsbury’s Laws 21(1).**



12. In a point of law, the road cannot be dedicated or only used as a way of sufferance and permission or acquired by SSE freehold by adverse possession. The right of “all persons” granted by parliament can only be taken away by parliament.
13. Therefore, if the general rule roads or ways dedicated to the public before 1835 are public roads maintained by the Parish were so, it would not have been the case here, as Parliament had directed, by terms in **S&K Canal Act section 53** “*that all Persons*” have “free liberty” to use the road and ways belonging to the Company of Proprietors. (Except the Towing Path) The term “all persons” include the public as well as the inhabitants who are also members of the public. Making this a public Road maintained by the Canal Proprietors and their Successors. Today Network Rail.
14. It is also a Statutory Duty of owners, Network Rail, as successors to maintain the Soak Drain depth and Height of the road or way adjacent, as the river Dunn flash Flooding has occurred regularly at Crook o’ Moor and Godnows Common Crowle, when the level of the water is lifted higher than the road on the bank.

#### **Private Rights.**

15. **Section 91, 92 & 93 pages 3651-54** “*maintaining a Navigable Canal from the River Dunn Navigation Cut, at or near Stainforth in the West Riding of the County of York, to join and communicate with the River Trent at or near Keadby in the County of Lincoln, or any subsequent Act or Acts made and passed relating to the said to under Navigation, or in any respect to impede, obstruct, prejudice, affect, injure, or damage the said Canal, and the Soke or Side Drains thereof, or either of them: Saving always to the Proprietors or Persons interested in the Lands and Grounds hereby directed to be drained or warped, all such Right of Drainage into the said Soke or Side Drains, or either of them, as the said Proprietors or Persons interested as aforesaid are entitled to under or by virtue of the said Act of the Thirty-third Year of the Reign of His present Majesty.....*”
16. The legislation is not an ab extra, it is duty, place on the Canal proprietor’s successor companies to maintain in perpetuity. The road or way adjacent to the North Soak Drain Bank or Batter maintenance is statutory responsibility of Network Rail as successors **in Title**.
17. After SSE’s successful planning application to North Lincolnshire Council for Pilferry Bridge, which is on Keadby Common, SSE did not make a application to divert the road of the way over the Hump. SSE made it without a **TCPA 247/8 1990 Application**. SSE without lawful authority blocked public use of the unlawful diversion with locked gates, and fencing.
18. The Secretary of State does not have the power to stop up highways retrospectively. SSE

failure to make application before they started to build the bridge means they have placed Secretary of State in a position where they cannot give permission.

[Stopping up and diversion of highways: application guidance - GOV.UK](#)

19. SSE have Copy of the sale of land Adjacent to the North Soak Drain Road at Chapel Lane to Dr. Angela Way. Numbered 71 on SSE land plans, The sale does not include the road. (Document 6)
20. Parliamentary Railway Plans HL/PO/PB/3/PLAN1861/S1. Are of a proposed new railway, which are as built, from point "A". The diverted North Soak Drain was made by digging out soil making a new elevated level road or way on land purchased from Lady of the Manor of Keadby Mary Dunn and Her Tenants. The land sold is coloured red on Conveyance Plan. (British Rail Property York, (Document 3.)
21. SSE Claim to own the subsoil on Chapel Lane and its verges from on Chapel Lane crossroad to the Railway gate. Is absurd It is recorded as a public road on the Inclosure Map, Finance Act map (Document 7. ) Tithe Map, Canal and Railway maps. Lindsey County Council Highway maps, Isle Of Axholme Highway maintenance maps record it being stoned and Tared in 1935, it is also on the List of Street maintained at Public Expense, and the National Street Gazetteer.
22. The latest Building (9/10/2022) on the Chapel Lane verge is a Smokers Hut at the Cross roads. Chapel Lane and the way from Chapel lane adjacent to the North Soke drain are not a non-maintainable highway which has no depth; and or just comprises a surface over which the public has the right of way. (Document 8 photo )
23. Plot 78 is Philips and Robinsons Road is a Highway, in the Keadby Inclosure Deposited on the Lindsey Quarte Sessions reward (1862). The award states it is maintained the same as other Public highways. The common law of England is "once a Highway always a highway," hence once a public highway always a public highway to stop up a highway is a legal event the absence of which cannot overcome that maxim. (Document 9)
24. SSE Plot Number 75, 76, 80a (Document 10) are the road or way to maintain the North Soak Drain from the Public Maintained Highway Chapel Lane to the Syphon under the Keadby Canal, It is part of the diverted highway created by Vic. Cap clxix. (1861) Act. . *An Act to Authorize the Extension of the South Yorkshire Railway across the Trent, near Keadby Lincolnshire; and for granting further Powers to the South Yorkshire Railway and River Dunn Company. (22<sup>nd</sup> July 1861*



25. Chapel Lane is a public highway on the **Finance Act (1910) (document 11)** and the Inclosure Award (1861) **Maps**. The adjacent owners Awarded land by inclosure is bounded by the Chapel lane and Philips and Robinsons road. The new allottees had six months to challenge their Award. Their successors in title are too late to claim to the middle of Chapel Lane.
26. SSE have been in possession of the working infrastructure plans since 1999 (**Document 12,**) Withholding the Vic. Cap clxix. (1861) Act and parliamentary plan. Cannot alter the legislation as All His Majesties Subjects are presumed to know Acts of Parliament, SSE omission cannot alter the public right to use the way.

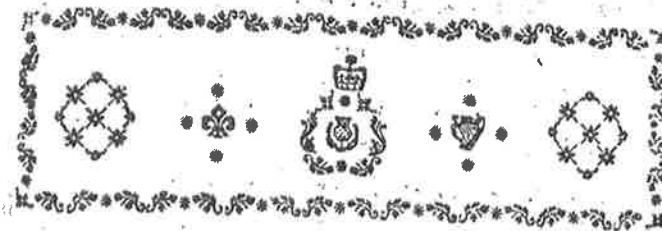
**John Carney 38 Lindsey Drive. Crowle. N/Lincs DN174NY.**

#### List of Document List

- ~~1.~~ **Stainforth and Keadby Canal Act (1793) Geo 3 Cap 117. Geo 3.**
- ~~2.~~ **The South Yorkshire Railway Act. Vic. Cap clxix. (1861).**
- ~~3.~~ **Railway Plans HL/PO/PB/3/PLAN1861/S1.**
- ~~4.~~ **Mary Dunn and Her tenant's. conveyance/absolute sale to the SYR company.**
- ~~5.~~ **The Trent Ancholme Railway. (1861) Vic Cap clvi.**
- ~~6.~~ **Act to wide Railway Mauds Bridge to Keadby Common Vic. Cap. lxxxvi (1866)**
- 7. Muniment of title to Keadby Canal & SYR.**
- ~~8.~~ **New Pilferry Bridge abandoned, built for Wind farm without Sec 247/8.**
- ~~9.~~ **Railtrack Sale of land to Angela Way (2001) retaining infrastructure. Road or way.**
- 10. Chapel Lane and Kings Highway stopped up, usurped by SSE Keadby companies.**
- 11. Finance Act 1910 Map**
- 12 1999 Railtrack Infrastructure ownership of North Soak and road or way coloured green**

**I do not have copy of the 1999 infrastructure Plan to hand – to follow**

[ 3599 ]



ANNO TRICESIMO TERTIO

Georgii III. Regis.



C A P. CXVII.

An Act for making and maintaining a Navigable Canal from the River *Dun* Navigation Cut, at or near *Stainforth*, in the West Riding of the County of *York*, to join and communicate with the River *Trent*, at or near *Keadby*, in the County of *Lincoln*; and also a Collateral Cut from the said Canal to join the said River *Dun*, in the Parish of *Thorne* in the said Riding.

[7th June 1793.]



WE BEAS the making and main- Preamble.  
taining a Navigable Canal from the  
River *Dun* Navigation Cut, at or  
near to *Stainforth*, in the West Ri-  
ding of the County of *York*, to join  
and communicate with the River  
*Trent*, at or near *Keadby*, in the  
County of *Lincoln*; and also a Col-  
lateral Cut from the said Canal, on *Thorne* Common, in  
the Parish of *Thorne*, in the said West Riding, to join  
and



and communicate with the River Dunn, at a Place called Hangman Hill, in the same Parish, will open an easy Communication between the valuable Coal Mines in the County of York and the Country with which the said Canal will communicate, by Means of the said Rivers Dunn and Trent, and will facilitate the Conveyance of Coal, Lime, Lime Stone, Corn, Timber, Iron, Lead, and other kinds of Goods and Merchandise, for the Accommodation of the Counties of York, Lincoln, and Nottingham, and the Counties with which the said Canal will communicate, and will assist and promote the Trade and Commerce of several Towns, and greatly improve the Lands and Estates within the said Counties, and will be of publick Utility; but the same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That Joseph Atkinson, Theodore Henry Broadhead, George Broadbuck, Thomas Berriman, John Benson, John Benson junior, Elizabeth Brooke, George Beale, Henry Bingley, Francis Bell, Robert Berrier, Sir Lionel Copley Baronet, Robert Cowlam, Thomas Coulman, Robert Coulman, Thomas Cripps Clerk, Robert Cutforthay, Francis Caley, George Cooke, John Cooke, Joseph Clay, the Mayor, Aldermen, and Burgesses of Doncaster for the Time being, Joshua Dawson, Thomas Dickenson, Samuel Dunn, Sir Henry Etherington Baronet, Richard Ellison, Henry Ellison, John Ellison, Thomas Fenton, William Fenton, William Foreman, Elizabeth Fell, William Gossop, Robert Gilderdale, John Gell, Sarah Howson, John Hudson, Thomas Johnson, Thomas Johnson junior, John Johnson, William Johnson, Richard Jennings, Jonathan Ikin, Lady Abington's Irwin, Richard Kitchen, Richard Kitchen junior, George Kitson, George Lister, George Lister junior, William Loxley, John Mitchell, William Morris, Sarah Morris, Gamaliel Milner, Samuel Marshall, William Marfden, Thomas Marfden, Edward Newfome, William Oates, Henry Overton, Thomas Oxley, Susannah Ogg, Cornelius Peacock, Thomas Peacock, Sir Richard Perryn Knight, Joseph Roberts, John Roberts, Cornelius Stovin, Susannah Stovin, Elizabeth Seaton, Richard Ryther, Popplewell Steer, Samuel Shore, Francis Sitwell, John Simpson junior of Stamford, Thomas Spooner, John Stork, Robert Taylor, Thomas Vennay, Joseph Webster, James Wilkinson Clerk, George Woodhead, Joseph Ward, Samuel Walker, Jonathan

than Walker, Ann Wordsworth, John Travers Younge, and Edward Youle, and their respective Successors, Executors, Administrators, and Assigns, together with such other Person or Persons as shall at any Time hereafter be possessed of One or more Share or Shares, as herein-after mentioned, of the said Canal and Collateral Cut, are and shall be united into a Company for the better carrying on, making, completing, and maintaining the said Navigable Canal and Collateral Cut, and all Works relating and necessary thereto, according to the Rules, Orders, and Directions herein-after expressed and laid down, and shall for that Purpose be One Body Politick and Corporate by the Name of The Company of Proprietors of the Stainforth and Keadby Canal Navigation; and by that Name shall have perpetual Succession, and shall have a Common Seal, and by that Name shall and may sue and be sued, and also shall have Power and Authority to purchase Lands, Tenements, and Hereditaments for the Use of the said Navigation and Works, without incurring any of the Penalties or Forfeitures of the Statute of Mortmain; and the said Company of Proprietors are hereby authorized and empowered by themselves, their Deputies, Agents, Officers, Workmen, Servants, and Assistants, to make and complete a Canal navigable and passable at all Times for Boats, Barges, and other Vessels, from the River Dunn Navigable Cut, at a Piece of Land adjoining thereto, at or near Stainforth aforesaid, within the Distance of Two hundred Yards from the Lock there erected, to or near Keadby aforesaid, there to join and communicate with the River Trent, in such Course and Direction as delineated and described in the Map or Plan herein-after mentioned, and so as that the said Company do make such Drains, Sluices, Arches, and Banks for preserving the Drainage of the adjacent Lands and Grounds, and in such Manner as herein-after mentioned, and also to make and complete a Collateral Cut, navigable and passable for Boats, Barges, and other Vessels, from the said Canal on Thorne Common to a Place called Hangman Hill, there to join and communicate with the said River Dunn, in such Course and Direction as is also delineated and described in the said Map or Plan, and to supply the said Canal and Collateral Cut, whilst the same shall be making, and when made, with Water from the said River Dunn, and from all such Springs as shall be found in making the said Canal and Collateral Cut, and also from all such Rivers, Brooks, Streams, Water-courses, and Springs as are or shall be found within the

Incorporated.

Company empowered to make the Navigation.



1 the Distance of Two hundred Yards from any Part of  
 2 the said Canal and Collateral Cut; and it shall be  
 3 lawful for the said Company of Proprietors to enter  
 4 upon any Lands and Grounds, and to bore, dig, cut,  
 5 trench, fough, remove, and lay Earth, Stone, Rubbish,  
 6 Trees, Roots of Trees, Beds of Gravel or Sand, or  
 7 any other Matters and Things which may be dug or got  
 8 in the making the said Canal and Collateral Cut and  
 9 Works; or which may hinder or obstruct the making,  
 10 finishing, completing, and maintaining such Trenches,  
 11 Passages, Cutters, and Watercourses as shall be ne-  
 12 cessary and proper to convey Water to the said Canal  
 13 and Collateral Cut, according to the true Intent and  
 14 Meaning of this Act, and also to make, build, and set up,  
 15 in or upon the said Canal and Collateral Cut, or upon  
 16 the respective Lands adjoining or near the same, such and  
 17 so many Bridges, Wharfs, Quays, Houses, Ware-  
 18 houses, March Houses, Landing Places, Weigh Beams,  
 19 Cranes, Dye Docks, and other Works, Ways, Roads,  
 20 and Conveniences, as and where the said Company of  
 21 Proprietors shall think requisite and convenient for the  
 22 Purposes of the said Navigation, and also from Time to  
 23 Time to turn, alter, repair, and amend the same, and to  
 24 make, widen, and enlarge any Bridges, Ways, Roads,  
 25 Passages, Locks, Sluices, and other Works of Con-  
 26 venience, as well for the carrying and conveying of all  
 27 manner of Materials necessary for the making and erect-  
 28 ing, finishing, altering, repairing, amending, widen-  
 29 ing, or enlarging the said Works or any belonging to  
 30 the said Navigation, and also to place, lay, work, and  
 31 manufacture any Materials on the Grounds near to the  
 32 Place or Places where the said Works, by any of them,  
 33 shall and are intended to be made, erected, repaired, or  
 34 done, and to build and construct the several Locks,  
 35 Bridges, Works, and Erections belonging thereto, and  
 36 also to make, maintain, repair, and alter, or to turn any  
 37 Roads, Fences or Passages over or along the Sides of  
 38 the said Canal and Collateral Cut, and also to make, let  
 39 up, and appoint such Towing Paths, Banks, Roads,  
 40 and Ways convenient for towing, baling, or drawing of  
 41 Boats, Barges, and other Vessels, passing in, through,  
 42 or upon the said Canal and Collateral Cut, with Men,  
 43 Horses, or otherwise, as they the said Company of Pro-  
 44 prietors shall think convenient, and also to dig, rake and  
 45 carry away any Soil, Clay, Gravel, or Stone proper,  
 46 requisite, or convenient for carrying on and continuing  
 47 the said Works, in or from any Lands or Grounds of any  
 48 Person or Persons adjoining or lying contiguous thereto,

and to construct, erect, and keep in Repair any Piers, Arches, and other Works, in, upon, and across the said Canal, or Collateral Cut, for the making, using, maintaining, and repairing such Canal and Collateral Cut, and Towing Paths on the Sides thereof, and also to construct, erect, make, and do all other Matters and Things which they shall think necessary and convenient for the making, erecting, preserving, improving, completing, and using of the said Navigation, according to the true Meaning of this Act, they the said Company of Proprietors doing as little Damage as may be in the Premises, and making and preserving such Drains, Sluices, Arches, and Banks, for preserving the Drainage of the adjacent Lands and Grounds as herein-after mentioned, and making Satisfaction in Manner herein-after mentioned to the Owners and Proprietors of such Lands, Tenements or Hereditaments respectively, as shall be taken, 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 this Act, and this Act shall be sufficient to indemnify the said Company of Proprietors, their Agents, Officers, Workmen, and Servants, and all other Persons whomsoever, for what they, or any of them, shall do by virtue of the Powers hereby granted.

16. Provided always, That nothing in this Act contained shall authorize the said Company of Proprietors, or any Person or Persons employed by them, to exercise any of the Powers hereby given, upon, through, or over any Land or Ground which, on the first Day of January One thousand seven hundred and ninety-three, was a Garden, Yard, Park, Croft, Paddock, planted Mall, or Avenue, to a House or Lawn inclosed and adjoining to a Mansion House, or through or over any Garden, or Yard, without the Consent of the Owners of the same respectively.

Their Powers  
restrained.

17. And be it further enacted, That it shall be lawful for the Agents, Workmen, Officers, and Servants of the said Company of Proprietors, from Time to Time to enter upon the Lands and Grounds of the several Persons, Bodies Politick, Corporate, or Collegiate, through which the said Canal, Collateral Cut, Side Drains, and other Works are intended to be made, in order to survey and take Levels of the same, and to set out and ascertain such Parts thereof as they shall think necessary or proper for the making of such Canal, Collateral Cut, Side Drains, and other Works, such Agents, Officers, Workmen, or Servants making Satisfaction for the Damage they shall do thereby to the Occupiers

Power to take  
Levels and  
survey.



Occupiers of such Lands or Grounds for the Time being.

Restriction on  
taking  
Ground for  
the Canal, &c.

IV. Provided nevertheless, That the Lands or Grounds to be taken or used for the said Canal, Collateral Cut, Towing Paths, and Side Drains, and the Ditches, Drains, and Fences to separate such Towing Paths and Side Drains from the adjoining Lands and Grounds, shall not exceed One hundred Yards in Breadth, except in such Places where it shall be adjudged necessary for Boats, Barges, or Vessels to lie or pass each other, or where any Wharf, Warehouse, or Crane may be erected, built, or made, nor more than One hundred and ten Yards in Breadth in any Place.

Reservoir may  
be made on  
Thorne Com-  
mon.

V. And be it further enacted, That it shall be lawful for the said Company of Proprietors to make use of any Part of the Common called Thorne Common, lying on the North Side of the said intended Canal, not exceeding in the Whole five Acres, for the Purpose of making a Reservoir for supplying the said Canal and Collateral Cut with Water, and for building and erecting of Warehouses, Cranes, and other Works and Conveniences thereupon, any Thing in this Act contained to the contrary in anywise notwithstanding.

Plan and  
Book of Re-  
ference to re-  
main with  
Clerks of the  
Peace.

VI. And whereas a Map or Plan, describing the Line of the said intended Canal and Collateral Cut, and the Lands through which the same are intended to be carried, together with a Book of Reference containing a List of the Names of the Owners or reputed Owners, and Occupiers of such Lands, have been deposited at the Office of the Clerk of the Peace for the West Riding of the County of York, and a like Map or Plan, and Book of Reference have been deposited with the Clerk of the Peace for the Division of Lindsey in the County of Lincoln: be it therefore further enacted, That the said Maps or Plans and Books of Reference shall remain in the said Offices, and all Persons shall at any reasonable Times have Liberty to inspect and peruse the same, and make Copies thereof, or Extracts therefrom, at their Will and Pleasure, paying the respective Clerks of the Peace the Sum of One Shilling for every such Inspection, and after the Rate of Sixpence for every One hundred Words of such Copies or Extracts of the said Book of Reference; and that the said Company of Proprietors, in making the said intended Canal and Collateral Cut, shall not deplete more than One hundred Yards from the Line or Course thereof described in the said Maps or Plans; and in making the said intended Canal, from Stainforth aforesaid to a Place called The Beggars Tree

Not to deviate  
more than 100  
Yards from  
the Line de-  
scribed in the  
Plan.

in the Parish of Crowle aforesaid, shall not deviate on the South Side of the said intended Canal, more than Twenty Paces, without the Consent in Writing of the Participants of the Level of Hatfield Chace, or their Surveyor or Engineer for the Time being, nor shall any such Deviation be made thro or carried through the Lands of any Person or Persons not named in the said Book of Reference, without the Consent in Writing of the Person or Persons through or into whose Lands such Deviation shall be made or carried: Provided always, that no Advantage shall be taken of or against the said Company of Proprietors, or any Interruption be given to the making of the said intended Canal and Collateral Cut, on Account of any Error or Omission in the said Book of Reference, in case it shall appear to any five or more of the Commissioners appointed by this Act, and be certified by Writing under their Hands, that such Error or Omission proceeded from Mistake.

VII. And be it further enacted, That it shall be lawful for all Bodies Politick, Corporate, or Collegiate, Corporations, Aggregate or Sole, Husbands, Guardians, Trustees, Executors in Trust, Committees, Executors, and Administrators, and all other Trustees whatsoever, not only for and on Behalf of themselves, their Heirs and Successors, but also on the Behalf of their Single or Multiple Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femmes Covert, or other Person or Persons, and so and for all Femmes Covert who are, is, or shall be settled, possessed of, or interested in their own Right, and so and for every other Person and Persons who are or shall be settled, possessed of, or interested in any Lands or other Hereditaments which shall be necessary to be purchased and made use of for the Purposes of this Act, to contract for, sell and convey unto the said Company of Proprietors, or to such Person or Persons as they shall nominate and appoint, for the Use of the said Navigation and Side Drains, or any of them, all or any Part of such Lands and other Hereditaments, for such Sums of Money to be paid in Gross, or for Annual Rents or Payments to be charged and secured as herein after mentioned; and also to treat and contract for Satisfaction for the Injuries and Damages to be done by virtue of the Powers in this Act contained, and to receive such Sum and Sums of Money for the same as shall be settled and adjudged by the Commissioners herein after appointed, or be assessed by a Jury of Jurors in manner herein after directed, and where by making the said Canal and Collateral Cut, and Side Drains, or any of them,

Enabling  
Owners to  
sell.



from Time to Time be granted to One Person only, to be nominated by the said Company of Proprietors, unless the Lord or Lady of the Manor within which any such Copyholds shall lie shall consent, or the Custom of the Manor shall authorize them to be granted otherwise, any Thing herein contained to the contrary thereof in anywise notwithstanding; and all Fines, Rents, and Services from Time to Time to grow due in respect of any such Copyholds shall be paid by the said Company of Proprietors, and be recovered as the other Monies mentioned in this Act to be paid by them.

IX. And be it further enacted, That all Persons seised of Freehold or Copyhold Estates in the Counties of York or Lincoln, or either of them, of One hundred Pounds per Annum, and the eldest Son or heir Apparent of every Person seised of a Freehold or Copyhold Estate in the said Counties, or either of them, of five hundred Pounds per Annum, and all Persons residing within the said Counties, or either of them, and having Personal Estates of the Value of Two thousand Pounds, shall be and are hereby appointed Commissioners for settling, determining, and adjusting all Questions, Matters, and Differences which shall or may arise between the said Company of Proprietors and the several Proprietors of and Persons interested in any Lands or other Hereditaments or Waters that shall or may be affected or prejudiced by the Execution of any of the Powers hereby granted (and for the settling or determining whereof no other Mode is by this Act provided), and for other the Purposes in this Act mentioned; and that all Acts, Matters, and Things authorized to be done and executed by the said Commissioners shall and may from Time to Time be done and executed by the Majority of the Commissioners present at their respective Meetings, the whole Number present at any such Meeting not being less than five; and all such Acts, Matters, and Things shall be as valid and effectual as if done and executed by all the said Commissioners.

Commissioners appointed.

X. And be it further enacted, That the said Commissioners shall and are hereby empowered, by Writing under their Hands, to determine and adjust from Time to Time what Sum or Sums of Money shall be paid by the said Company of Proprietors, either by an Annual Rent or Payment, or by a Sum of Money in Gross, to and at the Election of such Bodies Politick, Corporate, or Collegiate, Person or Persons respectively who shall be so entitled or interested as aforesaid, for the absolute Purchase of the Lands or Hereditaments which shall be

Commissioners empowered to ascertain Purchase Money, &c.

set out and ascertained as aforesaid for making the said Canal and Collateral Cut, or Side Drains, or any Part or either of them, and other the Purposes herein mentioned, and also to determine and adjust the Recompence to be made for any Damages which any or shall be at any Time or Times sustained by such Bodies Politick, Corporate, or Collegiate, or any Person or Persons respectively, being Owners of or interested in any Lands or Hereditaments, or Occupiers of any Lands or Grounds, for the Crops thereon, for or by Reason of the making, repairing, or maintaining the said Canal and Collateral Cut, Fences, Passages, Cutters, Watercourses, Roads, Ways, Side Drains, or Sluices, or supplying the same, or any of them, with Water as aforesaid, or by the flowing, leaking, or oozing of the Water over or through the Banks of the said Canal and Collateral Cut, Trenches, or Sluices, or over or through any Passages, Cutters, or Watercourses which shall be made pursuant to the Powers hereby given for conveying and communicating Water to or from the said Canal and Collateral Cut, or by any cleansing the said Watercourses, Trenches, or Passages, Side Drains, or Sluices, or by turning or diverting any Streams or Brooks into the same, or by Reason or Means of the Execution of any of the Powers herein contained by the said Company of Proprietors, their Agents, Workmen, or Servants, in case such Price or Value of Damage or Recompence respectively cannot be settled, adjusted, and agreed upon by and between the said Company of Proprietors, or their Agent or Agents for the Time being, and such Proprietors or said Persons interested in such Lands or Hereditaments as aforesaid, and if the said Company of Proprietors, for and on the Part and Behalf of themselves, or any such Body Politick, Corporate, or Collegiate, or other Person or Persons so interested or entitled as aforesaid, do and on his, her, or their Part or Parts, shall refuse to submit any such Matters to the Determination of the said Commissioners, or shall be dissatisfied with any Determination which shall be made by the said Commissioners, or if any such Body Politick, Corporate, or Collegiate, Trustee or Trustees, or other Person or Persons entitled or interested as aforesaid shall, upon Notice given to the principal Officer or Officers of such Body Politick, Corporate, or Collegiate, or to such Trustee or Trustees, Person or Persons respectively, for that the Place or Places of his, her, or their Goods, or with the Tenant or Tenants, Occupier or Occupiers of such Lands or Hereditaments for the Space of Twenty Days next after such

If the Parties  
are dissatisfied,  
the Value or  
Damages to  
be ascertained  
by a Jury.



Notice, or neglect, or refuse to treat, or shall not agree with the said Company of Proprietors, or by reason of Absence shall be prevented, or through Disability by Nonage, Coverture, or other Impediment, cannot treat for themselves, or make such Agreement as shall be convenient for making and completing the said Navigation and other Works as aforesaid; or shall not produce and evince a clear Title to the Premises they are in Possession of, or to the Interest they claim therein, then, and in every such Case, the said Commissioners shall, and they are hereby empowered and required from Time to Time to issue a Warrant, under their Hands and Seals, to the Sheriff of the County wherein such Lands or Hereditaments shall be situate, or in case such Sheriff, or his Under Sheriff, shall be interested in the Matter in Question, then to the Coroner of such County, not interested as aforesaid, requiring such Sheriff or Coroner to impanel, summon, and return a Jury of Twenty-four sufficient and indifferent Men, qualified according to the Laws of this Realm to be returned for Trials of Issues joined in His Majesty's Courts at Westminster, to appear before the said Commissioners at such Time and Place as in such Warrant shall be appointed, not being less than Nine Days nor more than Twenty Days after such Warrant shall be served upon the said Sheriff or Coroner; and in case a sufficient Number of Jurymen shall not appear at the Time and Place appointed as aforesaid, the said Sheriff or Coroner shall return other honest and indifferent Men of the Standers-by, or that can speedily be procured to attend that Service, being qualified as aforesaid, to make up the said Jury to the Number of Twelve; and all Parties may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Commissioners are hereby empowered to summon and call before them any Person or Persons who shall be thought necessary to be examined as Witnesses or Witnesses touching the Matters in Question; and the said Commissioners may order and authorize the said Jury, or any Six or more of them, to view the Place or Places, or Matter in Controversy, which Jury upon their Oaths (which Oaths as well as the Oaths to such Person or Persons as shall be called upon to give Evidence as aforesaid) the said Commissioners are hereby empowered to administer) shall inquire of, assess, and ascertain the Sum or Sums of Money of Annual Rent, to be paid for the Purchase of such Lands or Hereditaments, or the Recompense to be made for the Damages that may or shall be so sustained as aforesaid; and the said Commissioners

Commissioners shall give Judgement for such Purchase Monies, Rent, or Recompence so to be assessed by such Juries; which said Verdict, and the Judgement thereupon pronounced by the said Commissioners, shall be binding and conclusive, to all Intents and Purposes, against all Bodies Politick, Corporate, or Collegiate, and all other Persons whomsoever: Provided always, that Notice of the Time and Place of making such Inquiry and Assessment by a Jury as aforesaid shall be given or left at the usual Place of Abode of the Party or Parties interested in, or the Tenant or Occupier of the Premises, at least Fourteen Days before such Inquiry or Assessment.

Penalty on  
Sheriff, &c.  
making De-  
fault.

XI. And be it further enacted, That if any such Sheriff or Coroner, or his Deputy or Agent, shall make Default in the Premises, every such Person shall, for every such Offence, forfeit any Sum not exceeding Twenty Pounds; and if any Person, so summoned and returned as aforesaid upon such Jury shall not appear, or appearing shall refuse to give his Verdict, or in any other Manner wilfully neglect his Duty, contrary to the true Intent of this Act, or if any Person so summoned to give Evidence shall not appear, or appearing shall refuse to be sworn or examined, or to give Evidence, every Person so offending respectively, having no reasonable Excuse, to be allowed by the said Commissioners, shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

By whom Ex-  
pences of Jury  
to be paid.

XII. And be it further enacted, That in all Cases where a Verdict or Assessment shall be given or made for more Monies, as a Recompence or Satisfaction for any Lands or Hereditaments, or for any Damage done to any Lands, Hereditaments, or Property of any Person or Persons, than had been previously offered by or on the Behalf of the said Company of Proprietors, or than had been determined or assessed by the said Commissioners, then all the Expences of summoning such Jury, and of taking such Inquest, shall be settled by the said Commissioners, and be defrayed by the said Company of Proprietors; but if any Verdict or Assessment shall be given or made for no more, or a less Sum than had been previously offered by or on the Behalf of the said Company of Proprietors, or had been determined or assessed by the said Commissioners as aforesaid, then, and in every such Case, the Costs and Expences of summoning such Jury, and taking such Inquest, shall be settled in like Manner by the said Commissioners, and be borne and paid by the Person or Persons with whom the said Company of Proprietors shall have such Controversy or Dispute, and such Expences so settled and ascertained shall be deducted



and taken out of the Monies so assessed and adjudged, and such Deduction shall be deemed and taken as Payment of so much thereof.

XIII. And be it further enacted, That the said Commissioners shall not be obliged to receive or take Notice of any Complaint to be made by any Person or Persons for any Injury or Damage by him, her, or them sustained or supposed to be sustained by virtue of this Act, unless Application shall be made in relation thereto, by or on the Behalf of such Person or Persons, to the said Company of Proprietors, or to their known Agent or Agents, or to some Collector or Collectors of the Rates arising from the said Navigation, within the Space of Two Calendar Months next after the Time that such Injury or Damages, or supposed Injury or Damages, shall have been sustained, or the doing or committing thereof shall have ceased.

No Complaint to be taken Notice of till Application made to the Company.

XIV. And be it further enacted, That upon Payment of such Sum or Sums of Money, or Annual Rent, as shall be contracted or agreed for between the Parties, or adjusted or determined by the said Commissioners, or assessed by such Jury in Manner respectively as aforesaid, for the Purchase of any such Lands or Hereditaments as aforesaid, to the Proprietors thereof, or other Persons entitled to, receive such Money or Rent respectively, or legal Tender thereof made to such Proprietor or Proprietors, or other Person or Persons, or to the principal Officer or Officers of any such Body Politick, Corporate, or Collegiate, at any Time after the same shall have been so agreed for, determined, or assessed, or if he, she, or they cannot be found, or shall refuse to accept such Money or Rent, then upon Payment thereof to such Person or Persons as the said Commissioners shall, by Writing under their Hands, appoint, for the Use of, and to be paid upon Demand, without Fee or Reward, to such Proprietors or Persons respectively as aforesaid, it shall be lawful for the said Company of Proprietors, their Agents, Officers, Workmen, and Servants, immediately to enter upon the same, and to dig, cut, trench, fough, and remove Earth, Stones, Rubbish, Trees, Roots of Trees, and all other Obstructions for the making, maintaining, and repairing of the said Canal, Collateral Cut, Banks, towing Paths on the Sides thereof, and Side Drains as aforesaid, or in or upon such Lands or Hereditaments for which such Satisfaction shall be agreed, determined, or assessed as aforesaid, and thereupon to make, erect, or do any Works, Matters, or Things for the effecting or carrying on the said Navigation and Side Drains,

Upon Payment or Tender of the Money the Company may take Possession.

Drains, and for the supporting and maintaining of the same respectively, as the said Company of Proprietors shall think requisite, and to have, use, and enjoy the Premises to and for their own Use and Benefit, for the Purposes of the said Navigation, discharged of all Rights and Claims whatsoever thereon; and this Act shall be sufficient to indemnify as well the said Commissioners as the said Company of Proprietors, their Agents, Officers, Clerken, and Servants, for what they, or any of them, shall do by virtue of the Powers hereby granted.

Satisfaction  
for Damages  
how to be  
made.

XV. Provided always, That in no Case, of Damage done or to be done in carrying this Act into Execution the Person or Persons damaged shall be compelled or compellable, by any Determination of the said Commissioners, or by any Assessment or Verdict of any Jury, to accept any Annual Payment or Rent in lieu of, or Preference to a Gross Sum, but that the said Commissioners or Jury shall in all Cases determine or assess a Gross Sum, and not an Annual Payment or Rent, unless the Person or Persons, or Bodies injured, and to be compensated by such Determination or Assessment, or who by virtue of the Powers in this Act contained may be entitled to receive such Sum, shall previously signify their Consent in Writing, under their Hands and Seals, that such Person or Persons, or Bodies, is or are willing to take and receive their Satisfaction by Way of Annual Rent or Payment, any Thing herein contained to the contrary notwithstanding.

Determina-  
tions of Com-  
missioners to  
be recorded.

XVI. And be it further enacted, That all Determinations of the said Commissioners which shall be submitted to and acquiesced in by the Parties concerned, and also the said Verdicts and Judgements, being first signed by the Commissioners who shall be present at the taking of such Verdicts, and pronouncing such Judgements respectively, shall be transmitted to, and kept by the Clerk of the Peace for the said West Riding of the County of York, or for the Division of Lindsey in the County of Lincoln, as the Case may be, amongst the Records of the Quarter Sessions of the Peace for the said West Riding, and the Division of Lindsey, in the County of Lincoln respectively, and shall be deemed to be Records of the said Quarter Sessions to all Intents and Purposes, and the same or true Copies thereof, or of any Part or Parts thereof, shall be allowed to be good Evidence in all Courts whatsoever, and all Persons shall have Liberty to inspect the same, as also the Inrolments of such Contracts, Agreements, Sales, and Conveyances as are herein before mentioned, paying for each Inspection the Sum



Sum of One Shilling, and to have Copies thereof, of  
 certain Part of the same, paying for every Copy  
 after the Rate of Sixpence for every One hundred  
 Words; and immediately on Payment or Tender of such  
 Purchase Money or Annual Rent as aforesaid, and En-  
 try of such Determinations, Verdicts, Judgements, Sen-  
 tences, Decrees, Orders, and other Proceedings, of the  
 said Courts, in the said Right, Title, Interest,  
 Use, Trust, Inheritance, Property, Claim, and De-  
 mand in Law and Equity of the said Person or Persons  
 for whose Use such Money or Rent shall be paid, in, to,  
 and out of the said Lands and Hereditaments, shall vest  
 in the said Company of Proprietors, and they shall re-  
 spectively be deemed in Law to be in the actual Seisin  
 and Possession thereof to all Intents and Purposes what-  
 soever, as fully and effectually as if every Person having  
 any Estate in the Premises had actually conveyed the  
 same to them by Lease and Release, Bargain and Sale  
 enrolled, Feoffment with Livery of Seisin, Fine, Re-  
 covery, or any other legal Conveyance whatsoever, and  
 such Payment shall not only bar all Right, Title, In-  
 terest, Claim, and Demand of the Person or Persons to  
 whose Use such Payment was made, but also shall ex-  
 tend to and be deemed and construed to bar the Power  
 of Dower of the Wife and Wives of such Person or  
 Persons, and all Estates Tail, and other Estates in  
 Possession, Remainder, or otherwise, against the Issue  
 of such Person or Persons whomsoever, having  
 or claiming any Right, Title, Estate, or Interest therein,  
 either in Law or Equity, as fully and effectually as a  
 fine, recovery, or either of them, would do if  
 looked upon by all the proper Parties in due form  
 of Law and Equity.

On Payment  
 or Tender,  
 Lands vested  
 in the Com-  
 pany.

And it is further enacted, That full Recon-  
 pence and Satisfaction shall be made by the said Com-  
 pany of Proprietors for all the Tithes, both great and  
 small, of the Lands which shall be taken or made use of  
 by them for the purposes of this Act, to the several Per-  
 sons who now are entitled, or at any Time hereafter  
 might have become entitled to such Tithes, according to  
 their respective Interests therein, such Tithes to be esti-  
 mated at the Average Value of the whole Tithes com-  
 mencing at Michaelmas Day One thousand seven hun-  
 dred and eighty-eight, and ending at Michaelmas Day  
 One thousand seven hundred and ninety-two, such Value  
 to be ascertained in case of any Difference concerning  
 the same, in like Manner as the Value of any other  
 Lands or Hereditaments are herein before directed to be  
 ascertained.

Company to  
 make Satis-  
 faction for  
 Tithes.

ascertained: Provided always, that such Redemption and Satisfaction shall be made to all Spiritual Persons by an Annual Rent.

Purchase Money for settled Estates above 20 Pounds to be laid out for the same Uses.

XVIII. And be it further enacted, That all Sums of Money which are to be paid to any Bodies Politick, Corporate, or Collegiate, Corporations Aggregate or Sole, Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees whatsoever, for or on the Behalf of any Infants, Lunatics, Idiots, Females Covert, or other Testate Trusts, or to any Person or Persons whose Lands or Grounds are limited in strict Settlement, for the Purchase of any Lands or Hereditaments as aforesaid, shall, in case the same exceed the Sum of Twenty Pounds, by such Bodies Politick, Corporate, or Collegiate, Corporations Aggregate or Sole, Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees, Person or Persons seized of Lands, Tenements, Hereditaments, or Premises so limited in strict Settlement, be laid out, as soon as conveniently may be, in the Purchase of Lands, Tenements, or Hereditaments in Fee Simple, and conveyed to or for the Use of such Bodies Politick, Corporate, or Collegiate, Corporations Aggregate or Sole, Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees or other Trustees, or to such other Person or Persons, and for such Estates, and to, for, upon, and subject to such Uses, Trusts, Limitations, Remainders, and Contingencies as the Lands or Hereditaments for or in respect whereof such Purchase Monies shall be so paid as aforesaid were limited, settled, and assured at the Times such Purchase Monies were so agreed for, ascertained, or allotted respectively as aforesaid, or to many of such Uses as shall be then existing and capable of taking Effect, such Conveyances and Settlements to be made at the Expence of the said Company of Proprietors, and in the mean Time, and until such Purchase and Purchases shall be made, the said Monies, and also such other Sums of Money to be paid as aforesaid as shall not exceed the Sum of Twenty Pounds, shall be placed out to such Bodies Politick, Corporate, or Collegiate, Corporations Aggregate or Sole, Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees, Person or Persons, in some of the publick Funds, or on Government or Real Securities, in the Names of Two Persons, the One to be nominated by the Party or Parties interested therein, and the other by the said Commissioners, with full Power to as-  
ter



ter, and change, the same as often as shall be thought fit, and the Interest arising or to be produced from such funds or Securities shall be paid to such Person or Persons respectively as would, for the Time being be entitled to the Rents and Profits of such Lands, Tenements, and Hereditaments so to be purchased, in case the same were purchased and settled pursuant to the true Intent and Meaning of this Act.

XIX. And be it further enacted, That so much of the Purchase Money for the several Commons and Waste Lands which shall be taken or made use of for the Purposes of this Act, as shall be deemed to be the Value of the Interest of the Lord or Lady of the Manor, and of the Persons entitled to the Right of Common in such Commons and Waste Lands respectively, shall be paid to the Surveyor or Surveyors of the Highways of the respective Parishes, Townships, or Hamlets, and to be applied by such Surveyor or Surveyors to the Repairs of the Highways within the said respective Parishes, Townships, or Hamlets, in such Manner as shall be directed by any Order or Orders of Vestry, or Majority of rated Inhabitants, at a Town Meeting, where there is no Vestry, which may be made for that Purpose; and the Receipt or Receipts of such Surveyor or Surveyors shall, and is and are hereby declared to be, a full and effectual Discharge to the said Company of Proprietors for the several Sums so paid by them or on their Behalf, for the Purposes aforesaid.

Compensation  
for Commons  
how to be dis-  
posed of.

XX. And be it further enacted, That the said Commissioners may and are hereby empowered to settle what Shares and Proportions of the Purchase Money or Resignances for Damages which shall be so agreed for between the said Company of Proprietors, or determined and adjudged by the said Commissioners, or assessed by the said Juries in Manner, respectively as aforesaid, shall be allowed to any Tenants or other Persons having a particular Estate, Term, or Interest in the Premises for their respective Interests therein.

Commission-  
ers to deter-  
mine the  
Share of the  
Purchase Mo-  
ney of all Per-  
sons interest-  
ed.

XXI. And be it further enacted, That in Default of Payment of such Sum or Sums of Money at such Times, and in such Manner as shall be assessed, and awarded for Damages of any kind by virtue of this Act, it shall be lawful for the said Commissioners to appoint One or more Person or Persons, from whom the said Commissioners shall take a proper Security to receive the Rates by this Act imposed, and thereout in the first Place to pay all such Damages so to be determined or assessed.

Recovery of  
Purchase Mo-  
ney.

assessed as aforesaid, with Costs (if any) occasioned by such Refusal or Default of Payment, together with legal Interest, to be computed from the Time such Damages shall be awarded, and also the Costs and Expences of receiving and collecting the said Rates; and the Monies to be received by such Person or Persons shall and is hereby declared to be as so much Money received to the Use of such Person or Persons who shall be entitled to receive such Satisfaction for Damages as aforesaid, in Order and Course respectively as such Determinations shall be in Priority of Time; and after such Damages, Interest, Costs, and Expences shall be paid and satisfied, the Power and Authority of such Receivers for the Purposes aforesaid shall cease and determine, or otherwise such Party or Parties so aggrieved shall and may have a Remedy for such Sum or Sums of Money so to be assessed and awarded, which shall not be paid according to the Judgement of the said Commissioners as aforesaid, by Action at Law in any of His Majesty's Courts of Record at Westminster against the said Company of Proprietors, to recover the same with full Costs of Suit.

Damages may  
be levied by  
Warrant of  
the Commis-  
sioners.

XXII. Provided always, That in case the Damages of any Kind, Interest, and Costs provided to be satisfied out of the Rates arising by the said Navigation, shall not be paid and satisfied within the Space of five Calendar Months next after the same shall have been so determined or assessed as aforesaid, then, and in such Case, the said Commissioners appointed by this Act shall and are hereby required, upon Complaint made to them by or on the Behalf of the Person or Persons sustaining such Damages, to issue their Warrant under their Hands and Seals to the Sheriff of the County of York or Lincoln, (as the Case may be), authorizing and empowering such Sheriff to levy and raise the Damages so to be determined and assessed, by Distress and Sale of the Goods and Chattels of the said Company of Proprietors, together with such reasonable Charges as the said Commissioners shall in such Warrant direct or appoint.

Lands not to  
be taken till  
Satisfaction  
made.

XXIII. And be it further enacted and declared, That nothing in this Act shall authorize or empower the said Company of Proprietors, or their Deputies, Agents, Officers, Workmen, or Assistants, to cut, dig, take, or use any Land or Ground for any of the Purposes of this Act, or to enter into the same, except for the Purpose of ascertaining the Damages as herein mentioned, or to direct or alter the Course of any River, Brook, Stream, Watercourse, Drain, or Spring, or to take any Water there.



therefrom, or to cut through or intercept any of the Springs or Sources thereof to the Prejudice of any Person or Persons, until such Sum or Sums of Money as shall not only be a full Recompence and Satisfaction for the Land and Ground intended to be cut, dug, taken, or used, but also for the probable Injury or Damage which may be occasioned by the diverting or altering the Course of any such River, Brook, Stream, Inter-course, Ditch, or Spring, or taking any Water therefrom, or cutting through or intercepting any of the Springs or Sources thereof, or by Reason or Means of any of the Powers in this Act contained, shall have been actually advanced and paid, or duly tendered by the said Company of Proprietors to the Person or Persons who may sustain such Injury or Damage as aforesaid, or who by virtue of the Powers in this Act contained may be entitled to receive the same, in case he, she, or they can be found, and in case he, she, or they cannot be found, until such Sum or Sums of Money shall have been paid or duly tendered to such Person or Persons, as the said Commissioners shall by Writing under their Hands appoint, for the Use of, and to be paid upon Demand, without Fee or Reward, to such Proprietors or Person or Persons respectively as aforesaid.

XXIV. And be it further enacted, That all and every such yearly Rents or Sums as shall be agreed upon, or settled and ascertained as aforesaid, shall be charged and chargeable on the Rates arising by virtue of this Act, and shall be paid by the said Company of Proprietors as the same shall become due and payable, and in case of Non-payment thereof within Thirty Days after the same shall become due, it shall be lawful for the said Commissioners appointed by this Act, by order under their Hands and Seals, to appoint One or more Person or Persons to receive the Rates hereby granted and made payable, and to pay the same to such Person or Persons to whom such yearly Rents or Sums shall be due and unpaid as aforesaid, until such yearly Rents or Sums, with the Costs and Charges of recovering and receiving the same, shall be fully satisfied and paid, or otherwise the said yearly Rents or Sums may be sued for and recovered, with Costs, by Action of Debt in any of His Majesty's Courts of Record at Westminster, or at the Election of the Parties entitled thereto respectively, may be recovered by Distress and Sale of the Goods and Chattels of the said Company of Proprietors in such Manner as the Law directs in Cases of Distress for Rent.

Annual Rent  
charged upon  
the Rates.

Punishing  
Persons wil-  
fully destroy-  
ing Works.

XXV. And be it further enacted, That if any Person or Persons shall wilfully and maliciously and to the Prejudice of the said Navigation, or Side Drains, break, throw down, damage, or destroy any Banks or other Works to be erected and made by virtue of this Act, every Person so offending shall be subject and liable to the like Pains and Penalties as in Cases of Felony, and the Court by and before whom such Person shall be tried shall have Power and Authority to cause such Person to be punished in like Manner as Felons are directed to be punished by the Laws or Statutes of this Realm, or in Mitigation of such Punishment such Court may, if they think fit, award such Sentence as the Law directs in Cases of Petit Larceny.

Proprietors  
impowered to  
raise amongst  
themselves  
24,200*l*.

XXVI. And be it further enacted, That it shall be lawful for the said Company of Proprietors to raise and contribute amongst themselves, in such Proportions as to them shall seem meet and convenient, a competent Sum of Money for making and completing the said Canal and Collateral Cut, Side Drains, and all Roads and other Ways, Works and Conveniences to the same belonging, or requisite thereto respectively; provided that the said Sum do not exceed the Sum of Twenty-four thousand two hundred Pounds in the Whole, except as herein-after mentioned, and that the same be divided into such Number of Shares as herein-after directed; and that no Person subscribing thereto, or becoming a Proprietor in such Navigation, do become a Proprietor of less than One, or more than Fifteen Shares, in his own Name, or in the Name of any Person or Persons in Trust for him, except the same shall come to him by Will, Devise, or Act of Law, upon Pain of forfeiting to the said Company of Proprietors all such Shares exceeding Fifteen Shares, except as herein-after mentioned; and the Money so to be raised is hereby directed and appointed to be laid out and applied, in the first Place, for and towards the Payment, Discharge, and Satisfaction of all Fees and Disbursements for obtaining and passing this Act of Parliament, and all other necessary Expences relating therunto; and all the Residue and Remainder of such Money for and towards the making, completing, and maintaining of the said Canal and Collateral Cut, Side Drains, and other the Purposes of this Act, and to no other Use, Intent, or Purpose whatsoever.

No Proprietor  
to have less  
than One, nor  
more than 15  
Shares.

Money to be  
divided into  
242 Shares.

XXVII. And be it further enacted, That the said Sum of Twenty-four thousand two hundred Pounds, or such Part thereof as shall be raised as aforesaid, shall be



divided and distinguished into Two hundred and forty two equal Parts or Shares, and that the said Shares shall be and are hereby vested in the said several Subscribers, and their several and respective Executors, Administrators, and Assigns, to their and every of their proper Use and behoof, proportionably to the Sum they and each of them shall severally subscribe and pay thereunto; and all and every the said Shares are hereby declared to be Personal Estate, and transmissible as such, and not of the Nature of Real Property; and all Bodies Politick and Corporate, Person and Persons, their several and respective Successors, Executors, Administrators, and Assigns, who shall severally subscribe and pay in the Sum of One hundred Pounds, or such Sum or Sums as shall be demanded in lieu thereof, towards carrying on and completing the said intended Navigation and Side Drains, shall be entitled to and receive, after the said Navigation and Side Drains shall be completed, the entire and net Distribution of One Two hundred and forty second Part of the Profits and Advantages that shall or may arise and accrue by virtue of the Sum and Sums of Money to be raised, recovered, or received by the Authority of this Act, and so in Proportion for any greater Number of Shares, not exceeding Fifteen Shares (except as herein mentioned) to any One Person as aforesaid; and every Body Corporate or Politick, or Person or Persons, having such Property of One Two hundred and forty second Part of Share in the said Undertaking, and so in Proportion as aforesaid, shall bear and pay an adequate proportionable Sum of Money towards carrying on the said Undertaking in Manner herein after directed and appointed.

XXV. And for the better Security of the several Proprietors of the said Undertaking to their respective Shares therein, he do further enact, That the said Company of Proprietors shall and they are hereby required, at their Second General Assembly, to cause the Names and proper Additions of the several Persons who shall be entitled to Shares in the said Undertaking, with the Number of Shares to which they are respectively entitled, and also the proper Number by which every such Share shall be distinguished, to be fairly and distinctly entered in a Book to be kept by the said Company of Proprietors, and after such Entry to cause their Common Seal to be affixed thereto, and shall also cause as many Tickets or Instruments to be prepared as there are Shares in the said Undertaking, bearing respectively the correspondent Numbers in the said Book, with the Common

Shares to be numbered, and Tickets delivered to Proprietors.

Common Seal of the said Company affixed to each Ticket, and to cause to be delivered to every such Subscriber, upon Demand, a Ticket or Tickets specifying the Share or Shares to which he or she is entitled in the said Undertaking; every such Proprietor paying to the Clerk Two Shillings and Sixpence, and no more, for every such Ticket or Instrument; and such Ticket or Instrument shall be admitted in all Courts whatever as Evidence of the Title of such Subscriber, his or her Executors, Administrators, and Assigns, to the Shares therein specified, but the Want of any such Ticket or Instrument shall not hinder or prevent the Owner of any of the said Shares from selling or disposing thereof, or from receiving annually his Share of the Profits of the said Navigation in respect thereof.

If found insufficient,  
Power to raise  
22,100*l.* more  
amongst  
themselves;

XXIX. And be it further enacted, That in case the said Sum of Twenty-four thousand two hundred Pounds herein-before authorized to be raised shall be found insufficient for the making, completing, and maintaining of the said Canal and Collateral Cut, Side Drains, and other Works hereby authorized to be made, and for defraying all necessary Charges and Expences relating thereunto, then, and in such Case, it shall be lawful for the said Company of Proprietors to raise and contribute amongst themselves, in Manner and Form aforesaid, in Proportion to their respective Shares, any further Sum or Sums of Money for completing and maintaining the said Navigation and Side Drains, not exceeding the Sum of Twelve thousand one hundred Pounds: Provided always, that in case the said Company of Proprietors, or the Committee for the Time being to be appointed by virtue of this Act, shall be desirous of raising the said Sum of Twelve thousand one hundred Pounds herein-before authorized to be raised, or any Part thereof, by Mortgage of the said Undertaking, it shall be lawful for the said Company of Proprietors, or the said Committee, to borrow and take up at Interest all or any Part of the said Sum of Twelve thousand one hundred Pounds, on the Credit of the said Navigation and Undertaking, as to them shall seem meet and convenient, and to assign the Property of the said Navigation, and the Rates arising or to arise to the said Company by virtue of this Act, or any Part thereof (the Works and Charges of assigning the same to be paid out of such Rates), as a Security for any such Sum or Sums of Money to be borrowed as aforesaid, with Interest, to such Person or Persons, or to his, her, or their Trustees, who shall advance the same; all which Assignments

or by Mortgage.



shall be made under the Common Seal of the said Company of Proprietors, in the Form or to the Effect following: that is to say:

By virtue of an Act of Parliament made in the Thirty-third Year of the Reign of King George the Third, [Insert the Title of the Act]; we, the Company of Proprietors of the said Navigation, in Consideration of the Sum of £  
to us in Hand paid by  
do hereby bargain,

Form of Assignment.

sell, assign, and transfer unto the said  
Executors, Administrators, and Assigns, all and singular the  
Rates arising by virtue of the said Act, and also the said  
Canal, Collateral Cut, and Premises, to hold to the said  
Executors, Administrators, and Assigns,  
subject as in the said Act is mentioned, until the said Sum  
of £  
together with Interest for the same, after the  
Rate of *per Centum per Annum*  
shall be fully paid off. Given under our Common Seal, the  
Day of

And all and every Person and Persons to whom such  
Assignment or Assignments shall be made shall be equally  
entitled to his, her, or their Proportions of the said  
Rates, Canal, Collateral Cut, and Premises, according  
to the respective Sums in such Assignment or Assignments  
mentioned to be advanced, without any Preference or  
Reason of the Priority of the Date of any such Assign-  
ment, or on any other Account whatsoever, and the  
Mortgage to be borrowed is hereby directed and appointed to  
be laid out and applied for and towards the making, com-  
pleting, and maintaining of the said Canal and Collateral  
Cut, and all other works hereby authorized to be made, and  
for the other Purposes of this Act, and to no other Use,  
Intent, or Purpose whatsoever.

XXX. And be it further enacted, That an Entry or  
Memorial of all and every such Assignment or Assign-  
ments, containing the Date, Names of the Parties,  
and Sums of Money borrowed, shall, within Twenty-  
eight Days next after the same shall be made and exe-  
cuted, be entered, without any Fee or Reward for so doing,  
in One or more Book or Books to be kept for that Pur-  
pose, by the Clerk to the said Company of Proprietors,  
which said Book and Books shall and may be perused at  
all reasonable Times by all and every of the Proprie-  
tors and Creditors of the said Canal, Collateral Cut,  
and other works, and other Persons interested therein,  
without Fee or Reward; and all and every Person and  
Persons

Mortgages to be entered in a Book;

and may be  
transferred.

Persons to whom such Assignment of Assignments shall be made, as aforesaid, or who shall be entitled to the Money thereby secured, may from Time to Time again by transfer the same, and his, her, or their Right Title, Interest, or Benefit, of, in, and to the principal Sum of Money, and Interest thereby secured, to any Person or Persons whomsoever, by the following Words of Assignment, or Words to the like Effect, to be indorsed on such Assignment:

Form of  
Transfer.

I do hereby transfer the within written Security, and all my Right and Title to the Money thereby secured, and to all Interest now due or hereafter to become due thereon, unto  
of  
Executors, Administrators,  
and Assigns. Witness my Hand, this  
Day of  
Year of our Lord.

Transfers to  
be entered.

All and every which said Transfers or Assignments shall, within Twenty-eight Days after the Date thereof, be produced and notified to the Clerk to the said Company of Proprietors, who shall thereupon cause an Entry of Memorial to be made of all and every such Assignments or Transfers, containing the Date, Names of Parties, and the Sums of Money thereby transferred, in the said Book or Books to be kept for the entering of the said original Grants or Assignments, for which last mentioned Entry the Clerk shall be paid the Sum of Two Shillings and Sixpence, and after such Entry made every such Assignment shall entitle such Assignee, his, her, or their Executors, Administrators, and Assigns, to the full Benefit of the original Grant and Assignment, and it shall not be in the Power of any Person or Persons who shall have made any such last mentioned Assignment by Assignments at any Time afterwards to annul, make void, release, or discharge the original Grant or Assignment, or any Monies thereby secured, or any Part thereof.

Interest of  
Money bor-  
rowed to be  
first paid.

XXXI. Provided always, and be it further enacted, That the Interest of the Money which shall be so borrowed by Mortgage as aforesaid shall be paid to the several Persons entitled thereto, in Preference of any Interest or Dividends due and payable by virtue of this Act to the said Company of Proprietors, or any of them, and shall from Time to Time be fully paid and discharged, or provided for, before the yearly or other In-





any Thing appertaining thereto. Witness my Hand, the  
Day of \_\_\_\_\_ in the Year  
of our Lord \_\_\_\_\_

First General  
Assembly of  
the Proprie-  
tors.

Committee to  
be appointed.

Subsequent  
General As-  
semblies.

XXXIII. And be it further enacted, That the First General Assembly of the said Company of Proprietors shall be held at the Red Lyon Inn, in the Town of Doncaster, upon the Eleventh Day of July One thousand seven hundred and ninety three, between the Hours of Eleven of the Clock in the Forenoon and One in the Afternoon, at which General Assembly the Proprietors assembled, together with such Proxies as shall be then present, shall chuse Nine Persons, who shall then be Proprietors of One Share at least in the said Navigation, to be a Committee to manage the Affairs of the said Company, and to continue in their said Office until another Committee shall be chosen, unless they, or any of them, shall be removed by the said Company of Proprietors; and that a General Assembly of the said Company of Proprietors shall be held on the Second Thursday in July in the Year One thousand seven hundred and ninety four, and in like Manner from thenceforth on the Second Thursday in July, annually, at such Place as the last preceding General Assembly shall think proper to appoint for that Purpose, of which Meetings publick Notice shall be given in the Doncaster Journal, or in some other Newspapers which shall at that Time be circulated in the Counties of York and Lincoln, and also be published in such other Manner as the said General Assembly shall direct, at least fourteen Days before such Meeting, each of which said General Assemblies shall have Power and Authority to adjourn themselves from Time to Time, and from Place to Place, as they shall think proper, until the Time of holding the next Annual General Assembly, on the Second Thursday in July, Annually, and shall have Power to appoint a Clerk to the said Company, and a Treasurer, Clerk or Clerks of the several Wharfs, and Receivers of the said Rates, and such other Officers as they shall think proper, and from Time to Time to remove any such Officers, taking such Security from every such Treasurer and Receiver for the due Execution of their respective Offices as the said General Assemblies shall think fit, and to call for, audit, and settle all Accounts of Money received, laid out, and disbursed for or on Account of the said Navigation, by such Officer or Officers, and by all and every other Person and Persons employed by, or under them in and



about the said Navigation, and to do and transact all other Business respecting the said Navigation.

XXXIV. And be it further enacted, That the said Committee so to be chosen as aforesaid, or such of them as shall be present at such first General Assembly, shall and may fix a Time and Place for the first Meeting of the said Committee, and that they, or any five or more of them, may at such Meeting execute all and every the Powers and Authorities in the said Committee vested by this Act, and from Time to Time adjourn themselves as they shall think fit; and if at any Place appointed for such Meeting five of such Committee shall not appear within Six Hours after the Time fixed for holding such Meeting, any One or more of the said Committee, who may be then present, shall and may, and is and are hereby authorized to adjourn the Meeting of the said Committee, either to the same Place, or to some other convenient Place, within Ten Miles of the said Canal, to meet on such Day and Hour (between Eleven of the Clock in the Forenoon and Two in the Afternoon) as such One or more of the said Committee so present shall think proper, not exceeding Fourteen Days from the Day of such Adjournment; and if no such Adjournment shall be made, then, and in such Case, any One or more of such Committee may, by Advertisement in the Doncaster Journal, or any other Newspapers then in Circulation in the said Counties of York and Lincoln, call another Meeting of the said Committee at some Place as aforesaid, at a Time not less than Ten nor more than Twenty-one Days after such Notice, and so from Time to Time as often as the Case may happen.

Meetings of  
Committees.

XXXV. And be it further enacted, That at the General Assembly of the said Proprietors, to be held annually on the Second Thursday in July, as aforesaid, or at the first Adjournment thereof, at which a competent Number of the said Proprietors or Proxies shall attend to act as hereinbefore mentioned, the Proprietors and Proxies then assembled shall choose nine Persons, who shall then be Proprietors of One Share at least in the said Navigation, for the next Year's Committee, such Committee to continue in Office, unless removed as herein-after mentioned, until the next Annual General Assembly, and the Choice of a new Committee as aforesaid, and so in every succeeding Year; all which said several successive Committees shall have the like Privileges, Powers, and Authorities as are in and by this Act granted to and vested in the first Committee to be chosen in manner hereinbefore directed.

Committee  
to be annually  
chosen.

Each Committee Member to have but One Vote, except the Chairman.

Disqualification of serving on Committees.

If Proprietors or Proxies of 60 Shares not present, to adjourn.

XXXVI. Provided always, That no One Member of any of the said Committees, though he may be a Proprietor of several Shares, shall have more than One Vote in the said Committee, except the Chairman, who shall be chosen by and out of the said Committee; and in case of a Division of equal Numbers shall have the casting Vote, although he may have given One Vote before.

XXXVII. Provided also, That no Person holding any Place, Office, or Employment under the said Company of Proprietors shall be capable of being chosen to serve upon any Committee during the Time of his Continuance in such Place, Office, or Employment; nor shall any Person or Persons, being Proprietors in the River Don Navigation, beyond the Number of Three of such Proprietors at any One Time, constitute a Part of such Committee, or more than Three of such Proprietors be at any Time eligible to serve on such Committees.

XXXVIII. And be it further enacted, That if at such first General Assembly, or at any future General Assembly to be held by virtue of this Act, there shall not be present, within Six Hours after the Time fixed for holding such General Assembly, Persons either as Proprietors or Proxies who shall together have Sixty Shares, no Election, or other Business, shall be transacted, but the Proprietors and Proxies present shall adjourn the Assembly to such Place and Time, within Fourteen Days, as the said Proprietors and Proxies present, or the Majority of them, shall appoint, at which adjourned Assembly the Choice of the Persons for a Committee shall be made, and all other Matters and Things shall be transacted which might or ought to have been done at such Annual General Assemblies to be held as herein before directed; but if at any such adjourned Assembly there shall not attend Proprietors or Proxies together of Sixty Shares, no other Business shall be done or transacted, except Adjournment of the same, to some other Place at some Time within Fourteen Days, and so from Time to Time, until Proprietors or Proxies for together Sixty Shares, shall be present when the several Matters, Transactions, and Things which might have been done, performed, and executed at the former Assemblies, if a sufficient Number of Proprietors had attended, may be done, performed, and executed at such adjourned Assembly; and in case at the first Day appointed for holding such General Assemblies there shall not appear Principals of or Proxies for Sixty Shares together, each and every of the Principals who shall not be present at such Assembly by himself or his Proxy, before the Adjournment thereof.



Exemptions  
from Rates.

LIV. Provided always, That nothing in this Act con-  
tained shall impower the said Company of Proprietors to  
charge any Rates of Tonnage upon any Kind of Dunge  
or other Manure (except Lime) that shall arise or be  
produced in any Township or Parish through which the  
said Canal and Collateral Cut shall pass, for being  
carried in any Boat or Vessel upon the said Canal or  
Collateral Cut, to be used and employed in any other  
Township or Parish through which the said Canal and  
Collateral Cut shall be made, but the same shall be free  
and exempt from the Payment of any of the Rates  
herein before granted.

Turves and  
Peats exempt  
from Rates to  
the River  
Dunn.

LV. Provided always, and be it enacted, That  
nothing in this Act contained shall authorize or im-  
power the said Company of Proprietors, or any of their  
Agents, or Workmen, to take and receive any Tolls,  
Rates, or Dues for any Turves or Peats that shall here-  
after be cut or digged upon certain Moors, in the said  
Parish of Thorne, commonly called Thorne Peat Moors,  
and also certain Peat Moors within the Manors of Crowle  
and Keadby, and carried in Boats or Vessels therefrom  
upon the said Canal to the River Dunn, or to any other  
Place or Places in the said Parish of Thorne, but that  
all such Turves and Peats shall, and the same are hereby  
impowered to be navigated upon the said Canal freed and  
exempt from the Payment of any Tolls, Rates, or Dues  
whatsoever; but in case such Turves or Peats shall be  
carried and navigated in Boats or Vessels upon the said  
Canal to the said River Trent, then, and in such Case,  
the same shall be liable to pay the Sum of One Penny  
per Mile for each Ton of such Turves or Peats so carried  
upon the said Canal to the said River Trent.

Payment of  
Craneage and  
Porterage.

LVI. And, in order to make Compensation to the said  
Company of Proprietors for the Expence they will neces-  
sarily be put to in providing proper Wharfs, Staiths,  
Warehouses, and Granaries for the landing and receiv-  
ing Goods and other Things carried and conveyed upon  
the said intended Navigation, be it further enacted, That  
for every Ton of Goods, Wares, Merchandizes, Com-  
modities, and other Things, (save and except Corn,  
Coals, Stone, Lime, Lime Stone, Flint, Clay, Eng-  
lish Timber, Bricks, Tiles, Plaster, Soapers, Waste  
or Ashes, and Sandfall, which excepted Articles it is  
supposed will not require the Use of a Crane, and which  
will be loaded and delivered by the Crew of each respec-  
tive Boat or other Vessel, or the Dyer, or Dyets of  
some Waggon, Cart, or other Carriage, or such other  
Person as they will call to their Assistance), which shall

Proprietors to defray the Expences of carrying on the said Navigation as they from Time to Time shall find wanting and necessary for that Purpose, so that no Call do exceed the Sum of Ten Pounds for every One hundred Pounds, and so as no Calls be made but at the Distance of One Calendar Month at the least from each other, which Money so raised for shall be paid to such Person or Persons, and in such Manner as the said General Assembly or Committee assembled as aforesaid shall from Time to Time appoint and direct, for the Use of the said Undertaking; and such Committee, or five or more of them assembled as aforesaid, and being the Majority of those so assembled, shall have full Power and Authority to direct and manage all and every the Affairs of the said Company of Proprietors, as well in buying and purchasing Lands and Materials for the Use of the said Navigation and Side Drains, as in employing, ordering, and directing the Work and Workmen, and in placing and displacing Under Officers, Clerks, Servants, and Agents (other than the Banker, Treasurer, and Clerk to the said Company), and in making all Contracts and Bargains touching the said Undertaking; and every Owner or Owners of One or more Part or Parts, Share or Shares in the said Undertaking, shall pay his, her, or their Shares and Proportions of the Monies to be called for as aforesaid, at such Time and Place as shall be appointed in Manner aforesaid, of which One Calendar Month's Notice at the least shall be given by publishing the same in the Doncaster or some other publick Newspaper circulated in the Counties of York or Lincoln, or in such other Manner as the said Company of Proprietors shall at any General Assembly direct and appoint; and if any Person or Persons shall neglect or refuse to pay his, her, or their rateable or proportionable Part or Share of the said Money to be called for as aforesaid at the Time and Place appointed by such General Assembly or Committee assembled as aforesaid, he, she, or they so neglecting or refusing shall forfeit the Sum of five Pounds for every One hundred Pounds of his, her, or their respective Share and Shares, Parts and Interests in the said Undertaking; and in case such Person or Persons shall after Notice refuse or neglect to pay his, her, or their rateable or proportionable Part or Share of the said Money to be called for as aforesaid, for the Space of Two Calendar Months after the Time appointed for Payment thereof as aforesaid, then he, she, or they shall forfeit his, her, and their respective Share and Shares, Parts and Interests in the said Under-

Proprietors to pay the Costs within One Month, under a Penalty.

If not paid within Two Months to forfeit a Penalty.



Undertaking, and all the Profit and Benefit thereof, all which Forfeitures shall go to the Rest of the Proprietors, in Proportion to their respective Interests in the said Undertaking.

XLII. Provided always, That no Advantage shall be taken of any Forfeiture of any Share or Shares of the said Undertaking, until Notice in Writing thereof shall have been given to the Owner of such Share, or his or her known Agent, or left at his or her usual or last Place of Abode, nor until such Share shall be declared to be forfeited at some General Assembly of the said Company of Proprietors, who shall meet within Six Calendar Months next after Notice of such Forfeiture shall have been served upon such Owner, or his or her known Agent as aforesaid; and in case such Owner cannot be found, and shall not have any known Agent, then such Forfeiture shall not be declared until the same shall have been once advertised in the London Gazette, or some One of the publick Newspapers within the County of York or Lincoln (the Expence of such Advertisement to be borne and paid by such Owner, if he or she appear and claim such forfeited Share), and every such Forfeiture shall be an Indemnification to and for every Proprietor and Proprietors so forfeiting against all Actions, Suits, or Prosecutions whatsoever to be commenced or prosecuted for any Breach of Contract or other Agreement betwixt such Proprietor or Proprietors so forfeiting and the Rest of the said Company of Proprietors, with regard to carrying on the said intended Navigation.

No Forfeitures  
unless de-  
clared at a  
General  
Meeting.

XLIII. Provided also, That the said Committee to be assembled as aforesaid shall, from Time to Time, be subject to the Examination and Controul of the said General Assembly, or other Meetings of the said Company of Proprietors as aforesaid, and shall pay due Obedience to all such Orders and Directions in and about the Premises as they shall from Time to Time receive from the said Company of Proprietors at such General Assembly or other Meeting, such Orders and Directions not being contrary to any express Directions in this Act contained.

Committee  
subject to Ge-  
neral As-  
semblies.

XLIV. And be it further enacted, That the said Company of Proprietors shall always have Power and Authority, at any General Assembly met as aforesaid, to remove or displace any Person or Persons chosen upon such Committee as aforesaid, or any Officer or Officers under them, and to revoke, alter, amend, or change any of the Rules and Directions herein before prescribed and laid down with regard to their Proceedings amongst them.

General As-  
semblies im-  
powered to  
remove Com-  
mittee Men  
and Officers.

themselves as shall seem meet, (the Method of calling General Assemblies, and their Time and Place of meeting, and voting, and appointing Committees, only excepted), and shall have Power from Time to Time to make such Rules, Bye Laws, and Orders for the good Government of the said Company of Proprietors, their Servants, Agents, and Workmen, and for the good and orderly using the said Navigation, and all Works belonging thereto, and for the well governing of the Barge-men, Watermen, Boatmen, and others, who shall carry any Goods, Wares, and Merchandizes upon any Part of the said Canal and Collateral Cut, and to impose and inflict such reasonable Fines and Forfeitures upon the Breakers of such Rules, Bye Laws, and Orders, as to the said General Assembly, or the Majorities thereof, shall seem meet, not exceeding the Sum of five Pounds for any One Offence, such Fines and Forfeitures to be recovered by such Ways and Means as are herein-after mentioned; which said Rules, Bye Laws, and Orders being put in Writing under the Common Seal of the said Company of Proprietors, and a Copy thereof put up in some publick Place belonging to the said Proprietors for Inspection, shall be binding and observed by all Parties, and shall be sufficient in any Court of Law or Equity to justify all Persons who shall act under the same, provided the same are not repugnant to the Laws of the Realm, or any of the Provisions contained in this Act.

Executors,  
&c. to pay the  
Calls.

On Want of  
sufficient  
Assets other  
Persons may  
become Pro-  
prietors, &c.

XLV. And be it further enacted, That if any Owner or Owners of any Share or Shares in the said Undertaking shall happen to die before such Call or Calls as aforesaid shall have been made for the full Sum to be advanced on each Share which he, she, or they shall have been possessed of or entitled to, without having made Provision by Will or otherwise how such Share and Shares shall be disposed of, and the Money paid in upon Calls for the future, then, and in such Case, the Executors and Administrators of any such Owner so dying, and the Trustee or Trustees, Committee or Committees, Guardian or Guardians of any Infant or other Person or Persons whomsoever entitled to the Estate and Effects of such Owner deceased, shall be indemnified against all such Infants and other Persons whomsoever, for paying any Sum or Sums of Money when called for as aforesaid to complete such Subscription; and if any such Owner deceased shall not have left Assets sufficient, or in case the Executors or Administrators, Trustee or Guardian, shall refuse or neglect to answer such Calls and Payments, the said



said Company of Proprietors shall be and are hereby im-  
powered, authorized, and required to admit any other  
Person or Persons to be Proprietor or Proprietors of the  
Share or Shares of such Owner deceased, on Condition  
that he, she, or they so admitted do and shall, on or before  
such Admission, pay to the Executors or Administrators  
of such deceased Owner, or the Trustee or Trustees,  
Committee or Committees, Guardian or Guardians of  
any Infant or others entitled to his or her Effects, the  
full Sum and Sums of Money which shall have been  
paid by such Owner in his or her Life Time, by virtue  
of any Call or Calls, or otherwise, upon such Share or  
Shares, or such other Sum or Sums of Money as the  
same can be sold for.

XLVI. And be it further enacted, That it shall be  
lawful for the Proprietor of any Share or Shares in the  
said Navigation to sell and dispose of such Share or  
Shares in Manner and subject to the Rules and Con-  
ditions herein mentioned, and Duplicates of the Deed of  
Assignment or Conveyance of such Share or Shares shall  
be executed by such Proprietor, and also by the Purchaser  
or Purchasers, One Part whereof shall be delivered to  
the said Committee, or to their Clerk, to be filed and  
kept for the Use of the said Company of Proprietors,  
and an Entry thereof shall be made in a Book to be kept  
by the said Clerk for that Purpose (for which no more  
than Two Shillings and Sixpence shall be paid); and  
the said Clerk is hereby required to make such Entry  
accordingly; and until such Duplicate of such Deed shall  
be so delivered unto the said Committee or Clerk as afore-  
said, such Purchaser or Purchasers shall have no Part  
or Share of the Profits of the said Navigation, nor any  
Interest paid to him, her, or them, for his, her, or their  
Share so purchased, or be entitled to a Vote as Proprietor  
or Proprietors of the said Navigation; and every Assign-  
ment or Transfer of the said Shares shall be in the Form  
or to the Effect following:

Shares may be  
disposed of.

I *A. B.* of \_\_\_\_\_ in Consideration of the Sum \_\_\_\_\_  
of \_\_\_\_\_ paid to me by *C. D.* Form of  
do hereby bargain, sell, assign, and Transfer.  
transfer to the said *C. D.* his Executors, Administrators,  
and Assigns, \_\_\_\_\_ Share in the *Stainforth*  
and *Keadby* Canal Navigation, to hold to the said *C. D.*  
his Executors, Administrators, and Assigns, subject to the  
same Rules and Orders, and on the same Conditions, on  
which I held the same immediately before the Execution  
hereof: And I the said *C. D.* do hereby agree to accept the

the said Share, subject to the same Rules, Orders, and Conditions as before mentioned. Witness our Hands and Seals, the Day of

No Persons to sell after Call made, unless the same be paid.

XLVII. And be it further enacted, That after any Call of such Monies shall be made by a General Assembly, or such Committee as aforesaid, no Person or Persons shall sell or transfer any Share which he, she, or they shall then have in the said Undertaking, until the Monies called for upon their respective Share or Shares so to be sold shall be paid, upon the Penalty of forfeiting his, her, or their respective Share of the said Undertaking to the said Company of Proprietors, in Trust, for the Benefit of the Rest of the said Company of Proprietors, unless the Person or Persons who shall be Clander or Clanders shall, at the Time of such Transfer, pay the Money called for upon such Share so transferred to the Treasurer of the said Company of Proprietors, such Forfeiture nevertheless to be notified and declared at a General Assembly in Manner above directed.

Proceedings of the Committee, Company, and Commissioners, to be entered.

XLVIII. And be it further enacted, That the Clerk or Clerks to be appointed as aforesaid shall, in a proper Book or Books to be provided for that Purpose, regularly enter and keep a true and perfect Account, from Time to Time, of the Names and Places of Abode of all the Proprietors of the said Undertaking, and of all Persons who shall become interested in, or entitled to, any Share or Shares therein, and all Persons who shall become Mortgagees thereof, or advance Money thereon, and of all the Acts, Proceedings, and Transactions of the said Company of Proprietors, and of the Committee for the Time being, and also make regular Entries of all Orders, Proceedings, Acts, and Transactions of the Commissioners hereby appointed, and such Entries of the Orders, Proceedings, Acts, and Transactions of the Commissioners shall be signed by the said Commissioners, and shall then be deemed Originals, and admitted in Evidence in all Cases whatsoever, and all and every Proprietor and Proprietors of and in the said Undertaking shall and may at all convenient and seasonable Times have Recourse to and peruse all or any such Book or Books and Entries gratis, and may demand and have Copies thereof, or of any Part thereof, paying Sixpence for every One hundred Words so to be copied; and if any such Clerk or Clerks shall refuse or hinder any Proprietors or Persons so interested as aforesaid to inspect or peruse such Book or Books, or refuse or neglect to make any such Copy or Copies when required, at the



and Mustard Seed; and for every Quarter of Apples, Pears, Onions, and Potatoes, carried the whole Length of the said Canal, and in the same Proportion for any less Distance than the whole Length, four pence:

For every Quarter, containing Eight Winchester Bushels, of Barley, carried the whole Length of the said Canal, and in the same Proportion for any less Distance, Three pence:

For every Quarter, containing Eight Winchester Bushels, of Oats or Vats, carried the whole Length of the said Canal, and in the same Proportion for any less Distance, Two pence:

For every Ton of Groceries, and of all Kinds of Linnen and Woollen Yarn, Cotton, Flax, Hemp, manufactured Goods of all Sorts, with every other Kind of Goods, Wares, Merchandize, Commodities, and Things whatsoever not before enumerated and rated, carried the whole Length of the said Canal, and in the same Proportion for any greater or less Weight, or any less Distance, per Mile, One Penny, halfpenny:

For every Boat and Vessel, that shall enter the said Canal, near Stainforth Lock, and turn down the Collateral Cut from Thorne Common to the River Dunn, at Hangman Hill, or shall navigate from Hangman Hill on the said Canal to the River Dunn, Cut at Stainforth, a Gross Tonnage of Sixpence per Ton, for all Goods and Things herein before enumerated, without being liable to any further Payment for Rates whatsoever on the said Canal.

Provided always, That Ten superficial Yards of Flag, Paving Stones, from One to Two and Three Quarters Inches in Thickness, or Sixteen Cubical Feet of Stone in Blocks, shall be deemed and rated as One Ton; and that One hundred and twelve Pounds Weight shall be taken as One Hundred Weight, and twenty such Hundred Weights shall be deemed and rated as One Ton.

Fractions of  
Weights and  
Distance re-  
gulated.

Provided always, and be it further enacted, That in all Cases where there shall be a Fraction of a Mile in the Distance which any Boat or Vessel shall be navigated or pass upon the said intended Canal, such Fraction shall, in ascertaining the said Rates, be deemed and computed as a whole Mile; and that in all Cases where there shall be a Fraction of a Ton in the Weight of Lading in any Boat or Vessel to be navigated upon the said intended Canal, a Proportion of the said Rates shall be demanded and taken by the said Proprietors for such Fraction, according to the Number of Quarters of

a Ton

and contained therein, and in all Cases where there shall be a fraction of a Quarter of a Ton in any such weight or loading as aforesaid, such fraction shall be deemed and considered as a whole Quarter of a Ton.

LII. And be it further enacted, That the Rates hereinbefore authorized to be demanded and taken shall be paid unto such Person or Persons, and at such Place or Places, as or near the said intended Canal and Collateral Cut, by either of them, and in such Manner, and under such Regulations as the said Company of Proprietors shall from Time to Time direct or appoint; and in case of Refusal or Neglect of Payment of any such Rates, or any Part thereof, on Demand, to such Person or Persons aforesaid, the said Company of Proprietors may sue for the same by Action of Debt, or upon the Case in any Court of Record at Westminster, or the Person or Persons to whom the said Rates ought to be paid, may seize and detain the Goods or other Things for or in respect whereof such Rates ought to be paid, or any Part thereof, and the Boat or other Vessel laden therewith, and detain the same till Payment thereof, and of all Arrears of the said Rates which may be due from the Owner of such Boat or Vessel to the said Company of Proprietors, together with such reasonable Charges for such Seizure and Distress, and if such Distress shall not be redeemed within five Days after the taking thereof, the same may be appraised and sold as the Law directs in Cases of Distress for Rent.

Recovery of Rates.

LIII. And be it further enacted, That all Persons shall have free Liberty with Horses, Cattle, and Carriages, and also the public Roads and Ways belonging to the said Company of Proprietors, (except the towing Paths), and with Boats, Barges, and other Vessels capable of passing through the Locks to be made by virtue of this Act, to the said intended Canal and Collateral Cut for the purpose of conveying Cattle and all other Goods and Things whatsoever, and to use the said Locks or Sluices for loading and unloading Cattle and other Goods and Things, and the said towing Paths for hauling and drawing such Boats, Barges, and other Vessels, upon Payment of such Rates as shall be demanded by the said Company of Proprietors, not exceeding the respective Sums hereinbefore mentioned, and subject always to the Rules, Bye-Laws, and Regulations which shall be from Time to Time made by the said Company of Proprietors by virtue of the Powers herein granted.

Navigation to be free on Payment of Rates.

LIV. And



Exemptions  
from Rates.

LIV. Provided always, That nothing in this Act contained shall empower the said Company of Proprietors to charge any Rates, or Tonnage upon any Kind of Dungs or other Manure, (except Lime) that shall arise or be produced in any Township or Parish through which the said Canal and Collateral Cut shall pass, for being carried in any Boat or Vessel upon the said Canal or Collateral Cut, to be used and employed in any other Township or Parish through which the said Canal and Collateral Cut shall be made, but the same shall be free and exempt from the Payment of any of the Rates herein before granted.

Turves and  
Peats exempt  
from Rates to  
the River  
Dunn.

LV. Provided always, and be it enacted, That nothing in this Act contained shall authorize or give power the said Company of Proprietors, or any of their Agents, or Workmen, to take and receive any Tolls, Rates, or Dues for any Turves or Peats that shall hereafter be cut or digged upon certain Moors, in the said Parish of Thorne, commonly called Thorne Peat Moors, and also certain Peat Moors within the Manors of Crowle and Keadby, and carried in Boats or Vessels therefrom upon the said Canal to the River Dunn, or to any other Place or Places in the said Parish of Thorne, but that all such Turves and Peats shall, and the same are hereby empowered to be navigated upon the said Canal freed and exempt from the Payment of any Tolls, Rates, or Dues whatsoever; but in case such Turves or Peats shall be carried and navigated in Boats or Vessels upon the said Canal to the said River Trent, then, and in such Case, the same shall be liable to pay the Sum of One Penny per Hyle for each Ton of such Turves or Peats so carried upon the said Canal to the said River Trent.

Payment of  
Tonnage and  
Portage.

LVI. And, in order to make Compensation to the said Company of Proprietors for the Expence they will necessarily be put to in providing proper Wharfs, Straits, Warehouses, and Granaries for the landing and receiving Goods and other Things carried and conveyed upon the said intended Navigation, be it further enacted, That for every Ton of Goods, Wares, Merchandizes, Commodities, and other Things, (save and except Corn, Coals, Stone, Lime, Lime Stone, Flint, Clay, English Timber, Bricks, Tiles, Plaster, Soapers, Waste or Ashes, and Sandfall, which excepted Articles it is supposed will not require the Use of a Crane, and which will be loaded and delivered by the Crew of each respective Boat or other Vessel, or the Driver or Drivers of some Waggon, Cart, or other Carriage, or such other Person as they will call to their Assistance), which shall

be loaded from, or landed upon any of the said Wharfs or Staiths; or into or from any of the said Warehouses or Granaries; to be made and erected, there shall be paid by the Owners of such Goods, Wares, Merchandizes, Commodities, and other Things to the said Company of Proprietors, or to their Agent, Servant, or Wharfinger, at each of the said Wharfs, Staiths, Warehouses, or Granaries respectively, in Recompence for such Craneage and Porterage, any such Sum as they shall from Time to Time appoint and direct, not exceeding Sixpence.

LVII. And be it further enacted, That the said Company of Proprietors, or their Agents, Servants, or Wharfingers, at any of the said intended Wharfs, Staiths, Warehouses, or Granaries, may ask, demand, and receive such Sum or Sums of Money for Wharfage and Warehouse Room, except at such private Wharfs, Warehouses, or Granaries as herein-after mentioned, over and above what is directed to be paid for Craneage and Porterage, as they shall think fit, not exceeding the Sums in the following Table: that is to say:

Payment of  
Wharfage.

For the first 1000 Tons	100
For the next 1000 Tons	150
For the next 1000 Tons	200
For the next 1000 Tons	250
For the next 1000 Tons	300
For the next 1000 Tons	350
For the next 1000 Tons	400
For the next 1000 Tons	450
For the next 1000 Tons	500
For the next 1000 Tons	550
For the next 1000 Tons	600
For the next 1000 Tons	650
For the next 1000 Tons	700
For the next 1000 Tons	750
For the next 1000 Tons	800
For the next 1000 Tons	850
For the next 1000 Tons	900
For the next 1000 Tons	950
For the next 1000 Tons	1000

40 N

For



	More than 24 Hours, not more than Six Days.	Six Days, but less than One Month.	One Month, but less than Six Weeks.	Six Weeks, but less than Two Months.	Two Months, but less than Ten Weeks.
	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
For every Ton of Goods, Wares, Merchandizes, Commodities, and other Things (except as is excepted in the Rates of Charges for Craneage and Portorage) —	— — 6	— — 9	— 1 —	— 1 3	— 1 6
For every Ton of <i>English</i> Timber of all Kinds, and Pig and Bar Iron — — —	— — 3	— — 6	— — 9	— 1 —	— 1 3
For every Ton of Coals, Stone, Iron Stone, Lime Stone, Flint, Clay, and Sand — — —	— — 1½	— — 1	— — 1½	— — 2	— — 2½
For every Ton of Lime, Bricks, Tiles, Plaister, and Soaper's Ashes — — —	— — 1	— — 2	— — 3	— — 4	— — 5
For every Quarter of Corn of all Kinds, Cole, Rape, Line and Mustard Seed, Apples, Pears, Onions, and Potatoes — — —	— — 1½	— — 1	— — 1½	— — 2	— — 2½

And so in the like Proportion for any longer Time than Ten Weeks.

LVIII. Prohibited always, That if any such Goods, Wares, Merchandizes, Commodities, and other Things be removed and taken away within the Space of Twenty-four Hours, the same shall not be charged any Thing either for Wharfage or Warehouse Room.

LIX. And, for the better securing the Sums to be paid for such Craneage, Porterage, Wharfage, and Warehouse Room as aforesaid, be it further enacted, That in case any Person or Persons whomsoever shall remove or take away any Goods, Wares, Merchandizes, Commodities, or other Things, for which any Money for Craneage or Porterage, Wharfage or Warehouse Room shall be due at any of the said intended Wharfs, Staiths, Warehouses, or Granaries, without the Consent of the said Company of Proprietors, or their Agents, Servants, or Wharfingers attending at such Wharfs, Staiths, Warehouses, and Granaries respectively, without the Payment of such Sum as shall be then due for the same, then, and in every such Case, the Person or Persons so offending shall, for every such Offence, forfeit and pay the Sum of five Pounds, together with all such further Sum or Sums of Money as shall be due from him, her, or them, for Craneage and Porterage, Wharfage and Warehouse Room, on all and every Part of such Goods, Wares, Merchandizes, Commodities, and other Things so removed and taken away.

Goods not to be removed from Warehouses till Dues are paid.

LX. And be it further enacted, That the Master, Owner, and Manager of every Boat, Barge, and other Vessel navigating upon the said Canal and Collateral Cut, or any Part thereof, shall give a just Account in Writing, signed by the Master, Owner, or Person having the Rule or Command of every such Boat, Barge, or other Vessel, to the Collectors of the said Rates, at the Place or Places where they shall attend for that Purpose, of what Quantities of Goods shall be in or belonging to each Boat, Barge, or Vessel, from whence brought, and where they intend to land the same; but if the Goods contained in such Boat, Barge, or other Vessel shall be liable to the Payment of different Rates, then such Master, Owner, or Person shall specify the Quantities liable to the Payment of each distinct Rate; and in case he or they shall neglect or refuse to give such Account, or shall give a false Account, or shall deliver any Part of their Loading or Goods at any other Place or Places than what is or are mentioned in that Account, they shall forfeit and pay to the said Company of Proprietors the several Sums following (that is to say); if the said Master, Owner, Manager, or Person, having

Masters of Boats to give Account of Loading.



the Rule or Command of any such Boat, Barge, or other Vessel navigating on the said Canal or Collateral Cut, shall refuse to give such Account as herein-before directed, he or they shall forfeit and pay to the said Company of Proprietors the Sum of Forty Shillings for every Ton of Goods which shall be in such Boat or Vessel respectively, of which such Account shall have been refused to be given; and in case such Master, Owner, Manager, or Person having the Rule or Command of any such Boat, Barge, or Vessel, shall give a false Account, that then, and in such Case, he and they shall forfeit and pay to the said Company of Proprietors the Sum of Forty Shillings for each and every Ton exceeding the Number of Tons mentioned and contained in such Account, and also the like Sum of Forty Shillings for every Ton (and so in Proportion for more or less than a Ton), which shall be delivered at any other Place or Places than mentioned in the said Account, in Writing, so to be delivered in as aforesaid, over and above the respective Rates they are obliged to pay for the same; and in case of Neglect, Refusal, or Denial of Payment, on Demand made, of such Forfeiture or Forfeitures before-mentioned, or any Part thereof, then, and in every such Case, the same shall be recovered in such Manner and by such Methods as the said Rates hereby granted are herein-before directed and appointed to be recovered.

Vessels may be  
weighed or  
measured in  
case of Differ-  
ence respect-  
ing Rates.

LXI. And be it further enacted, That if any Difference shall arise between any Collector of the said Rates and the Master or Person having the Charge of any Boat, Barge, or Vessel, or the Owner of any Goods, Wares, and Merchandizes, concerning the Weight and Quantity of the same, it shall be lawful for any such Collector to stop and detain any such Boat, Barge, or Vessel, and to weigh, measure, or gauge, or cause to be weighed, measured, or gauged all such Goods, Wares, and Merchandizes as shall be therein contained; and in case the same shall, upon such weighing, measuring, or gauging, appear to be of a greater Weight or Quantity than such Master, Owner, or Person having the Care of the said Boat, Barge, or Vessel affirmed the same to be, then such Master, Owner, or Person so affirming, shall pay the Costs and Charges of such weighing, measuring, and gauging, all which said Costs and Charges, upon Refusal of Payment thereof upon Demand, shall and may be recovered as the said Rates are hereby appointed to be recovered, but if such Goods, Wares, and Merchandizes shall appear to be of the same, or of less Weight or Quantity than the Master, Owner, or Person so declared the

the same to be, when the said Collector or Collectors shall pay the Costs and Charges of such weighing, measuring, and gauging, and shall also pay to such Master or Person, or to the Owner or Owners of such Goods, Wares, and Merchandizes, such Damages as shall appear to the said Commissioners, on the Oath of One or more credible Witnesses or Witnesses, to have arisen from such Detention, and in Default of immediate Payment thereof by the Collector or Collectors, the same shall be recovered from the Company of Proprietors by Action of Debt in any of His Majesty's Courts of Record.

LXII. And be it further enacted, That if any Lock Keeper, Wharfinger, or other Person belonging to the said Company of Proprietors, shall give any Preference, or show any Partiality to any Boat, Barge, or other Vessel, in passing through any Lock or Locks upon the said Navigation, or in loading or unloading any Goods, Wares, or Merchandize at any of the Wharfs, Warehouses, Weigh Beams, Cranes, and other Machines belonging to the said Company of Proprietors, and shall be thereof convicted before any One of His Majesty's Justices of the Peace for the West Riding of the County of York, or the Division of Lindsey in the County of Lincoln, every Person so offending shall forfeit and pay the Sum of Ten Shillings to the Informer.

LXIII. And be it further enacted, That no Boat, Barge, or other Vessel, shall pass through any of the Locks to be made by virtue of this Act, without the Consent of the said Company of Proprietors, or their Clerk for the Time being, and no Boat, Barge, or other Vessel, unless such Boat, Barge, or other Vessel shall pay a Rate equal to what would be paid for a Vessel loaded with a Burthen of Twenty-five Tons.

LXIV. And whereas the said intended Canal will in several Parts intersect the Drains made for the draining the Lands and Grounds within the Level of Hatfield Chase, and Parts adjacent, by Means whereof such Drainage will be considerably interrupted, and in regard that the Surface of the Water in the said intended Canal will in many Parts be upon a Level with, and in other Parts above the Level of the adjoining Lands and Grounds, such adjacent Lands and Grounds will in consequence thereof be subject to Leakage and Dazings from the said Canal, for the Remedy whereof, be it enacted, and it is hereby further enacted, That the said Company of Proprietors shall and may, and they are hereby authorized, and required, by themselves, their Deputies, Agents, Officers, Workmen, Servants, and Attendants,



and Expenses, make or cause to be made a Soak or Side Drain on the North Side of the said intended Canal, extending from the Boating Dike near Thorne, where the same will be intersected by the said intended Canal, to the River Trent at Keadby aforesaid, in such Line and Direction, as is delineated and described in the said last mentioned Map or Plan, which said last mentioned Soak or Side Drain shall not deviate more than the Distance of Twenty Yards, nor less than the Distance of Ten Yards, from the North Side of the said intended Canal, without the Consent in Writing of the said Participants, or their Surveyor or Engineer for the Time being, and that the said last mentioned Soak or Side Drain shall be Ten Feet wide at the least at the Bottom, from the said Junction with the said Boating Dike to the said South-west Corner of Crowle Common, where the said Canal will intersect the Course of the Old River Dunn, and from thence to the Outfall fifteen Feet wide at the least at the Bottom, and shall be made with sufficient Banks or raised Abutments, where it shall be thought necessary, and shall be required by the said Participants, or their Surveyor or Engineer for the Time being, and shall have a like Batter or Slope of One Foot on each Side for every Foot in Depth as above mentioned, and that the Bottom of such Drain shall be as deep as the aforesaid Boating Dike at the said Junction, or as much deeper as shall be thought necessary or requisite by the said Participants, or their Surveyor or Engineer for the Time being, and shall be carried on a regular Declivity to the Outfall at Keadby aforesaid.

And be it further enacted, That the said Company of Proprietors shall, and they are hereby required at their own like Costs, Charges, and Expenses, to erect and build, or cause to be erected and built, Two Sluices at the said respective Outfalls, to discharge the Waters of the said several Drains to be made on the North and South Sides of the said intended Canal as aforesaid into the River Trent at Keadby aforesaid, each of which said Sluices shall have Seventy square Feet of clear Water Way, and the Thresholds thereof shall be laid as low as the Threshold of the present Sluice at Keadby aforesaid, or lower, if it shall be thought necessary and requisite by the said Participants, or their Surveyor or Engineer for the Time being.

Proprietors to build Two Sluices at the River Trent.

LXVI. And be it further enacted, That the said Company of Proprietors shall, and they are hereby required, at their own like Costs, Charges, and Expenses, to erect and build, or cause to be erected and built, of solid Brick

Proprietors to build Three Arches under the Canal and Side Drains.

or Stone Work, Three elliptical Arches, in the said Canal and Side Drains, where the same will intersect the Course of the said old River Danne, or near the South-west Corner of Crowle Common as aforesaid, each of the said Arches to be Seven feet wide, and in Depth four feet and Six Inches at the least, so that there may be a clear Water Way of Twenty-one feet in Width, and four feet and Six Inches in Depth, in order to provide for the further Improvement of the Drainage by a new Outfall into the said River Trent, at such Place as shall be thought fit or advised by the said Participants, or their Surveyor or Engineer for the Time being, for the Purpose of conveying all or any of the Water which may be brought down by the present Drains, or by further Improvements.

Arches to be built as the Participants Engineer shall direct.

LXVII. Provided always, and be it further enacted, and declared, That the said elliptical Arches shall be erected and built of such other Dimensions and in such other Positions, or in such other Manner, for the better effecting the Purposes aforesaid, as shall be thought fit or advised by the Engineer or Surveyor of the said Participants for the Time being, so as Notice in Writing of such Alteration and Variation be given by the said Engineer or Surveyor of the said Participants for the Time being to the said Company of Proprietors, or their Clerk or Surveyor, within Eight Months after the Day of the Commencement of this Act.

Sluices, Side Drains, and Banks to be built to the Satisfaction of the Participants.

LXVIII. Provided also, and be it further enacted, That all the Sluices, Arches, and Side Drains to be made and erected as aforesaid, and the Banks of the said Drains, shall be made and done in such good, complete, and workmanlike Manner, that there shall be such Openings in the said Side Drains, and that the said Banks shall be of such Height, and in such Manner, in all their Lengths, as shall be to the good Likings and to the Satisfaction of the said Participants, or their Surveyor or Engineer for the Time being, and shall be so made and erected, and from Time to Time and at all Times forever thereafter cleansed, scoured, repaired, maintained, and supported by and at the Expence of the said Company of Proprietors of the said intended Navigation, who shall at all Times be liable to make Reparance and Satisfaction for any Damage or Injury which shall or may happen to any of the Owners or Occupiers of the adjoining Lands or Grounds, by Reason of Want of any Defect in the duly and effectually making and erecting, cleansing, scouring, repairing, maintaining, and supporting the same as aforesaid, and of the water by or in consequence



sequence of the said intended Canal (such last mentioned Recompence and Satisfaction to be assessed, settled, and adjusted in like manner as herein is provided for settling and adjusting the Recompence and Satisfaction to be paid for Lands purchased, used, or damaged in the Execution of this Act), and that the making and erecting the aforesaid Sluices, Arches, Side Drains and Banks, and all Bridges and Passages to be made as herein after mentioned; and also the cleansing, scouring, repairing, maintaining, and supporting the same for ever afterwards, shall from Time to Time and at all Times be under and subject to the Controul, Direction, Survey, Order, and Jurisdiction of the Commissioners of Sewers for the said Level of Hatfield Chase and Parts adjacent, or any Six or more of them, not being possessed of any Share or Shares, or otherwise interested, in the said Navigation.

LXIX. Provided also, and it is hereby further enacted, That the said Drain called The Boating Dike, or any other Drain made for the draining the Lands and Grounds within the Level of Hatfield Chase and Parts adjacent, or any Part or Parts thereof, shall not be cut, or intersected by the said intended Canal, or in any manner damaged or prejudiced, or the Drainage thereby, or by any of the Works by this Act authorized, in any respect rendered ineffectual, until the aforesaid Sluices and Side Drains, on the North and South Sides of the said intended Canal, shall be completed and made fit for preserving the Drainage of the said Lands and Grounds, and receiving all Leakage and Dozings from the said Canal.

The Boating Dike, or any other Drain, not to be intersected till the Soak Drains are made.

LXX. Provided also, and be it further enacted, That in case the said Sluices, Arches, Side Drains, and Banks to be made as aforesaid, or any of them, shall not be made, perfected, and finished, or in case the same, or any of them, shall not at all Times thereafter be well and effectually cleansed, scoured, repaired, maintained, and supported, according to the Directions, true Intents, and meaning of this Act, and within the Time or times, the Times to be limited for that purpose by the Order or Orders of the said Commissioners of Sewers, or any Six or more of them, not being possessed of any Share or Shares, or otherwise interested in the said Navigation (a Copy of every such Order being served upon the Clerk or Treasurers of the said Company of Proprietors for the Time being), and shall not make good any Injury or Damage which shall or may be sustained by, or occasioned to the adjoining Lands and Grounds by or in consequence

Commissioners of sewers may make certain Works if the Company neglect, and may recover the Expences, &c.

of such Failure, Neglect, or Default of the said Company of Proprietors as aforesaid; its Hall and ways be lawful to and for the Commissioners of Sewers for the said Level of Hatfield Chase and Parts adjacent; or any Six or more of them, not being possessed of any Share or Shares, or otherwise interested in the said Navigation, by themselves or their Agents, Officers, Surveyors, and Assistants, to make, perfect, and finish, and from Time to Time to cleanse, scour, repair, maintain, and support the said Sluices, Arches, Side Drains, and Banks; or to cause the same to be well and effectually done, when, where, and as often as Need or Occasion shall be and require; and in order to raise Money for the defraying the Costs, Charges, and Expences for effecting all or any of the Purposes last aforesaid, or for the making Recompence and Satisfaction to all or any of the Owners or Occupiers of the adjoining Lands or Grounds for all such Injury or Damage which they may sustain, or shall be occasioned by any such Failure, Neglect, or Default as aforesaid, it shall and may be lawful to and for the said Commissioners of Sewers, or any Six or more of them, not being possessed of any Share or Shares, or otherwise interested in the said Navigation, either by themselves or their Agent or Agents, to enter into Possession, Receipt, and Collection of the Rates, Tolls, and Duties arising and made payable under and by virtue of this Act or by an Order under their Hands, to appoint One or more proper Person or Persons to receive the same Rates, Tolls, and Duties; and every Person so appointed shall have the same Power and Authority for collecting the same as if he had been appointed a Collector of the said Tolls by the said Company of Proprietors; and also to borrow and take up at Interest any Sum or Sums of Money, by Way of Mortgage, upon the Credit of the said Navigation, Tolls, and Duties, and by with, and out of the Monies so received and to come to their Hands from the said Rates, Tolls, and Duties, and to be borrowed and taken up at Interest as aforesaid, to pay and defray the Costs, Charges, and Expences of making, perfecting, and finishing, and of cleansing, scouring, repairing, maintaining, and supporting the said Sluices, Arches, Side Drains, and Banks, or any of them, or any Part or Parts thereof respectively, and also to make full Recompence and Satisfaction (being first ascertained, settled, and adjusted in Writing aforesaid) of all such Injury or Damage which may be sustained or occasioned by or by Means of such Failure, Neglect, or Default in making, perfecting, and finishing, or in cleansing, scour-



ing, repairing, maintaining, and supporting the same respectively as aforesaid, together with all such Costs, Charges, and Expenses as shall be incurred or occasioned in or about the Collection and Receipt of the said Tolls or Duties; and the borrowing such Sum or Sums of Money as aforesaid, or in making such Mortgage or Security as herein after mentioned, rendering and paying the Overplus (if any) which shall remain after answering the Purposes aforesaid, unto the said Company of Proprietors, or their Treasurer for the Time being; and for securing the Repayment of the Sum or Sums of Money so to be borrowed and taken up at Interest for effecting the Purposes aforesaid, it shall and may be lawful to and for the said Commissioners of Sewers, or any Six or more of them, not being possessed of any Share or Shares, or otherwise interested in the said Navigation, by any Deed or Writing under their Hands and Seals, and attested by Two or more credible Witnesses, to grant and assign the said Navigation, and the Tolls and Duties payable under and by virtue of this Act, unto any Person or Persons whomsoever, his, her, or their Executors, Administrators, and Assigns, but by Way of Mortgage only, and subject to a Proviso for making the same good on Payment by the said Company of Proprietors of the Sum or Sums of Money so to be advanced and lent by him, her, or them as aforesaid, with Interest for the same, after such Rate upon which the same shall be borrowed, lent, or advanced as aforesaid, together with all Costs, Charges, and Expenses attending the same, also by

LXXII. Provided likewise, and it is hereby further enacted and declared, That upon Payment (by the Person or Persons lending or advancing any Sum or Sums of Money by Way of Mortgage as aforesaid) of such Sum or Sums of Money into the Hands of the said Commissioners of Sewers, or any Six or more of them, not being possessed of any Share or Shares, or otherwise interested in the said Navigation, the Receipt or Receipts of such Commissioners, or any Six or more of them, shall be a good and sufficient Discharge and effectual Discharge to the Person or Persons lending or advancing the same for the Monies so lent or advanced, or for so much thereof as in and by such Receipt or Receipts shall be expressed or acknowledged to be received, and that after such Receipt or Receipts shall be so given, such Person or Persons so lending or advancing the same, and his, her, or their Executors, Administrators, or Assigns, shall not be liable to the laying out or Application thereof, or be answerable or accountable for any Loss, Misapplication,

Payment of Mortgage Money to the Commissioners of Sewers to be good Discharges for the same.

or Non-application thereof, or any Part thereof; and that such Mortgage or Mortgages so to be made as aforesaid shall have Preference and Priority to all other Mortgages and Charges to be made under and by virtue of this Act; any Thing herein contained to the contrary in anywise notwithstanding.

Power to levy  
the Expences  
and Damages.

LXXII. Provided always, and be it further enacted, That it shall be lawful for the said Commissioners of Sewers, or any Six or more of them, not being possessed of any Share or Shares, or otherwise interested in the said Navigation, at their Election, to levy and raise all or any Sum or Sums of Money herein-before directed or authorized to be raised by the said Commissioners of Sewers as aforesaid, by all or any of the Tolls and Weans herein-before provided or mentioned for that Purpose, or by Distress and Sale of the Goods and Chattels of the said Company of Proprietors, in such Manner as the Law directs in Cases of Distress for Rent in Arrear.

Saving the Jurisdiction of the Commissioners of Sewers of Hatfield Chase.

LXXIII. Provided always, and it is hereby enacted and declared, That nothing in this Act contained shall extend, or be construed to extend, to lessen, prejudice, alter, or affect the Jurisdiction, or any of the Rights, Privileges, Powers, or Authorities of or belonging to the Commissioners of Sewers for the Level of Hatfield Chase and Parts adjacent, in the Counties of York, Lincoln, and Nottingham, but that the same and every of them shall remain and continue in the said Commissioners of Sewers as fully and amply, to all Intents and Purposes, as if this Act had not been made.

Damages not provided for to be settled by Commission.

LXXIV. And be it further enacted, That at any Time or Times hereafter any Person or Persons shall sustain any Damage in his, her, or their Lands, Tenements, Hereditaments, or Property, by reason of the Execution of any of the Powers hereby given, and for which Damage an equivalent Recompence or Satisfaction is not herein-before provided, then, and in every such Case, such Damages shall from Time to Time be settled by the Commissioners appointed by this Act, and be recovered, levied, and applied in such Manner as other Damages herein-before mentioned and provided for are directed to be recovered, levied, and applied.

Company obliged to purchase small Parcels of Land separated in making the Canal.

LXXV. And be it further enacted, That where the said Company of Proprietors shall cut through any Lands or Grounds for the Purposes of the said Canal and other Works hereby authorized, they shall be obliged to purchase not only such Part of the same Lands and Grounds as shall be actually taken or used, but also, at the Option

of



of the Owner or Owners of such Lands or Grounds, the Remainder thereof, so as the same do not exceed Two Acres in Quantity over and above the Land or Ground which shall be actually taken or used for the Purposes of the said intended Canal and other Works, the Value thereof to be ascertained in the same Manner as by this Act is directed concerning the Lands or Grounds to be cut, taken, or used for the Purposes of the said intended Canal.

LXXVI. And whereas Two several Maps or Plans, describing as well the Line of the said intended Canal and Collateral Cut, and the Lands through which the same are intended to be carried, as also the Side Drains by this Act authorized and directed to be made, have been made and signed by George Broadrick, on Behalf of the Subscribers to the said Undertaking, and by John Danielson Behalf of the said Commissioners of Sewers for the Parish of Hatfield Chace, be it therefore enacted, That the said respective Maps or Plans shall, before the Expiration of Six Calendar Months after the Day of the Commencement of this Act, be deposited with the Clerk of the said Company of Proprietors and the Clerk of the said Commissioners of Sewers for the Time being respectively, to which all Persons shall have Liberty to resort, and to examine or make Copies or Extracts, as Occasion shall require, in like Manner as is herein mentioned or directed with respect to the said Map or Plan of the said Canal, and the said Maps or Plans hereby directed to be deposited as aforesaid, or true Copies thereof shall be and are hereby declared to be legal Evidence in all Courts, and before all Judges, Justices, Commissioners, or other Persons whomsoever.

LXXVII. And be it further enacted, That where by making the said Canal and Collateral Cut, any Cattle depasturing in the adjacent Lands and Grounds shall be deprived of their usual Watering Places, that then, and in such Case, the said Company of Proprietors shall, at their own proper Costs and Charges, set out and provide proper and convenient Watering Places in the Lands adjoining to the said Navigation, and to supply the said Watering Places with Water from and out of the said Canal and Collateral Cut if necessary.

LXXVIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend to authorize and empower the said Company of Proprietors, their Servants, Agents, or Workmen, to take, use, cover, damage, or destroy the Sand Banks or Beds on Keadby Common, otherwise called The Cow Pasture

Maps of the  
Canal and  
Side Drains.

For preserving  
Watering  
Places for  
Cattle.

Sand Bank at  
Keadby re-  
served.

(Save

(save and except for the making and completing the said Navigation and Side Drains,) but the same shall be left in the State they now are, and preserved from Damage for the Use of the Inhabitants of the said Town of Keadby.

Wood at  
Keadby reserved  
to the  
Land Owners.

LXXIX. And be it further enacted, That it shall and may be lawful for the Owner or Owners of the Manor or Lordship of Keadby for the Time being, and the Land Owner or Land Owners within the said Manor or Lordship, whose Lands and Grounds shall have been taken by the said Company of Proprietors for the making of the said Canal and Collateral Cuts and Drains, and other Works at Keadby, to enter upon the Lands and Grounds which they have so taken for the said Canal and other Works, and take and carry away, to and for their own Use, upon the said Canal, or otherwise, free of any of the Rates and Dues of the said Canal, all or any of the Wood, Timber Trees, Trees, Underwoods, Roots and Parts of Trees, Quick Wood, and other Hedges, which the said Company of Proprietors, their Agents, Servants, or Workmen, shall or may have cut down, felled, dug up, and stubbed from off any of the Lands and Grounds of the said Owner or Owners of the Manor or Lordship, and Land Owners as aforesaid; and the said Company of Proprietors, their Agents, Servants, or Workmen, shall not be at Liberty to use the same in the making of the said Canal and Drains, and other Works, without the Consent of the said Owner or Owners of the Manor or Lordship, and Land Owners therein as aforesaid, but shall reserve and lay the same aside for the Use of the said Owner or Owners of the Manor, and Land Owners as aforesaid; any Thing herein contained to the contrary notwithstanding.

Wood and  
Minerals at  
Keadby re-  
served.

LXXX. And be it further enacted, That it shall be lawful for the Owner or Owners of the Manor or Lordship of Keadby for the Time being, to have and take to his, her, or their own Use, all the Wood, Timber Trees, Roots and Parts of Trees, as well as any Mines, Minerals, and Stone, which the said Company of Proprietors, their Agents, Servants, or Workmen, shall take up, dig up, and find in making the said Canal, Drains, and other Works, on the Common of Keadby, and other Estates belonging to the said Manor or Lordship, and the said Company of Proprietors, their Agents, Servants, or Workmen, shall not be at Liberty to use the same in the making of the said Canal and Drains, and other Works, but shall reserve and lay the same aside for the Use of the said Owner or Owners of the Manor or Lordship.



Whosoever shall, who at any Time before the completing of the said Canal may lawfully take and carry the same away, by himself, herself, or themselves, or any of their Workmen or Servants, either on the said Canal, without paying any Toll or Duties for the same, or others wise, as they shall think fit.

XXXI. And be it further enacted, That the said Company of Proprietors shall, at their own proper Costs and Charges, divide and separate, and keep constantly divided and separated, the Towing Paths on the Side of Sides of the said Canal, and Collateral Cut, from the Lands or Grounds adjoining to such Towing Paths, with a sufficient Post and Rail, Hedge, Ditch, Trench, Bank, or other Fence sufficient to keep in Sheep and other Cattle to be set and made on the Lands and Grounds which shall be purchased by, conveyed to, or vested in them as aforesaid; and shall maintain and support the same, and also shall, at their own proper Costs and Charges, make, erect, and set up; and from Time to Time maintain and support such and so many convenient Gates, Bridges, Stiles, and other Conveniences, in, through, and over all the Hedges, Ditches, and Fences to be by them made on the Sides of such Towing Paths as aforesaid, and also such and so many Bridges and Passages over, under, and through the said Canal and Collateral Cut, and Side Drains, and the said Trenches, Streams, and Watercourses, and of such Dimensions, and in such Manner as the said Commissioners shall from Time to Time judge necessary and appoint, for the Use of the Owners and Occupiers of the Lands and Hereditaments (as well inclosed as Wastes or Commons) adjoining to such Canal and Collateral Cut, Trenches, Streams, Watercourses, Towing Paths, and Side Drains, or any of them respectively; and the said Company of Proprietors shall not make the said Canal and Collateral Cut, Side Drains, or any Trench or Watercourse, or any Part thereof, in, or across any Common Highway, or any Way to any Lands, publick, or private, or any Foot Paths, until such Time as they shall at their own Charges have made and perfected such Bridge or Bridges over, or convenient Passages through, or Arch or Arches under the said Place or Places where the said Canal or Collateral Cut, Side Drains, or Trenches, or Watercourses respectively, shall be intended to be made, for such Road, Way, or Path, and of such Dimensions, and in such Manner as aforesaid; and all such Gates, Stiles, Bridges, Arches, and Passages so to be made, shall from Time to Time be supported, maintained, and kept in sufficient

Towing Paths  
to be fenced,  
from the ad-  
joining Lands;

and Bridges  
to be made  
where neces-  
sary.



silent Repair by and at the Expence of the said Company of Proprietors.

If Company  
of Proprietors  
sh. not make  
proper Fences,  
Bridges, &c.  
the Owners of  
the Lands may  
do it and re-  
cover the Ex-  
pences from  
the Company.

LXXXII. And be it further enacted, That in case the said Company of Proprietors, or their Agents, shall fail or neglect to make, erect, and set up such Gates, Bridges and Stiles, and other Conveniences, in and over the Fences on the Sides of the said Towing Paths, or such Bridges, Arches, and Passages over, under, or through the said Canal and Collateral Cut, and the said Side Drains, Trenches, Streams, and Watercourses as aforesaid, or to make such Watering Places for Cattle as herein before directed, for the Use and Convenience of the respective Owners or Occupiers of the Lands adjoining thereto, and from Time to Time to repair, maintain, and support such Gates, Bridges, Arches, Stiles, and Watering Places when made, erected, and set up, of such Dimensions, and in such Manner as the said Commissioners shall, under their Hands, from Time to Time direct and appoint, for the Space of Three Calendar Months next after the Times to be appointed for those Purposes by the said Commissioners, then, and in such Case, it shall be lawful for every or any of the said Owners or Occupiers of the said adjacent Lands, or Grounds, who shall find themselves or himself aggrieved by any such Failure or Neglect, to make, erect, and set up all such Gates, Stiles, Bridges, Arches, Watering Places, and other Conveniences as aforesaid, as the said Commissioners, or any five or more of them, shall have before directed or appointed to be made, erected, and set up by the said Company of Proprietors; and from Time to Time to repair and support the said Gates, Bridges, Arches, Stiles, and Watering Places, as the said Commissioners shall require; (In case upon Application to the said Commissioners, after Three Calendar Months previous Notice to the Treasurer or Clerk to the said Company of Proprietors of such intended Application, the said Commissioners shall authorize and direct such Repairs as aforesaid), and all the reasonable Costs and Charges thereof respectively, to be settled and allowed by the said Commissioners, shall be repaid to the respective Owners or Occupiers of the said adjacent Lands who shall have so made and erected, or repaired the said Gates, Stiles, Bridges, Arches, Passages, Watering Places, or other Conveniences as aforesaid, by the said Company of Proprietors, within the Space of Twenty-one Days after the same shall have been so settled and allowed; and an Account and Demand shall have been delivered and made thereof; and on Default of Payment of the said Costs and Charges within the Time aforesaid, the said Commissioners



Commissioners Hall, and they are hereby required, by Warrant under their Hands and Seals, to levy the said Costs and Charges, by Distress of the Goods and Chattels of the said Company of Proprietors in or upon the said Canal, Collateral Cut, or the Wharfs, Quays, or Warehouses adjoining to or near the same, to and for the Use of such Person or Persons who shall have so laid out, and expended, the same as aforesaid, rendering to the said Company of Proprietors, or to some of their Agents, the Overplus, (if any such there be), after deducting the reasonable Charges of making such Distress, to be settled by the said Commissioners, or otherwise every or any of the said Owners or Occupiers of Lands who shall have made, erected, or repaired any such Gates, Stiles, Bridges, Arches, Passages, Watering Places, and other Conveniences as aforesaid, upon the Failure or Neglect of the said Company of Proprietors, shall and may have such and the like Remedy against the said Company of Proprietors for the Recovery of such Costs and Charges, by Action at Law, to be commenced and prosecuted in such Manner as other Cases is in and by this Act mentioned and directed.

LXXXIII. Provided always, and be it further enacted, That, if the Owners or Occupiers of any Lands or Grounds, as well inclosed as uninclosed, through which the said intended Canal or Collateral Cut shall be made, do or shall at any Time or Times thereafter find upon Experience, that the several Gates, Stiles, Bridges, Arches, Passages, Watering Places, and other Conveniences, which the said Commissioners shall have limited and directed to be made by the said Company of Proprietors, in or upon, or under the said Canal and Collateral Cut, Side Drains, or the Towing Paths thereof, are insufficient, either in Number or Situation, for the commodious Use and Occupation of their respective Lands and Grounds on both Sides, or on either Side of the said Canal and Collateral Cut, that then, and so often as any such Case shall happen, it shall be lawful for any or every such Owners or Occupiers of the said Lands or Grounds, with the Consent and Approbation of the said Committee for the Time being, or Five or more of them, upon Request made to them for that Purpose, or in case of their Refusal for the Space of Thirty Days after such Request, then with the Consent and Approbation of the said Commissioners, to make, erect, and execute at their own Costs and Charges, One or more Gates or Gates, Stiles, Bridges, Arches, Passages, Watering Places, or other Conveniences, of the same

Owners and Occupiers of Land authorized to alter such Fences, Bridges, &c. at their own Expence, with Consent.

or the like Construction with others made and erected by the said Company of Proprietors, on, in, over, or near the said Canal, Collateral Cut, Side Drains, and Towing Paths, in such Places as shall be found and adjudged most necessary and convenient for the better Use, Cultivation, or Occupation thereof, and to repair and support the same at their own like Costs and Charges, as Occasion shall require, so as the Navigation of, in, or upon the said Canal or Collateral Cut be not prevented or obstructed thereby for any longer Space of Time, or in any other Manner than the same will necessarily be by any of the other Gates, Stiles, or Bridges to be made or erected in or over the said Canal, Collateral Cut, Side Drains, and Towing Paths, by the said Company of Proprietors, and so as no Damage or Injury be thereby done to any of the Works of the said Navigation.

Draw Bridges  
to be shut.

LXXXIV. And be it further enacted, That if any Swivel Bridge or Draw Bridge shall be laid over or across the said Canal and Collateral Cuts, or any other Cuts, Trenches, or Passages to be made by virtue of this Act, all and every Person or Persons opening any such Draw Bridge or Swivel Bridge shall, and he and they is and are hereby required and directed, so soon as any Vessel shall have passed any such Bridge, to shut and fasten the same; and every Person neglecting so to do shall forfeit and pay for every such Offence the Sum of Ten Shillings; and in case such Bridge shall be left open longer than necessary for the Passage of any Vessel as aforesaid, through the Neglect or Carelessness of any Person belonging to any such Vessel, then the Master or Owner of such Vessel shall forfeit and pay for every such Offence the Sum of Ten Shillings; and if any Person or Persons shall wilfully open any such Draw Bridge or Swivel Bridge when no Vessel is to pass through the same, so as to interrupt a free Passage for Travellers, Cattle, or Carriages, such Person or Persons shall, for every such Offence, forfeit and pay a Sum not exceeding Ten Shillings; One moiety of which shall go to the Informer, and the other moiety thereof shall go to the Poor of the Parish or Place where the Act is committed; and the same shall be recoverable before any One Justice of the Peace for the West Riding of the County of York, or the Division of Lindsey in the County of Lincoln, on Proof thereof being made to him.

Lords of Manors and Owners of Lands may erect Wharfs, &c.

LXXXV. And be it further enacted, That nothing in this Act contained shall extend, or be construed to restrain or hinder any Lord or Lords, Lady or Ladies, or any

Manor



Manor, or Manor, or the Owner or Owners of any Lands or Grounds through which the said Canal or Collateral Cut shall be made, from making, erecting, or using any Wharfs, Quays, Landing Places, Cranes, Weigh Beams, or Warehouses, in or upon their own respective Lands, Grounds, or Wastes adjoining or near to the said Canal or Collateral Cut, or from landing any Goods or Merchandise or other Things thereupon, or upon the Banks lying between the same and the said Canal or Collateral Cut, or from making or using proper and convenient Places for Boats, Barges, or other Vessels to lie in, turn, or pass by each other, so that the erecting or using thereof respectively shall not obstruct or prejudice the said Navigation, or the Towing Paths on the Sides thereof; and all Rates that shall be paid for the Use and Benefit of the said Wharfs, Quays, Landing Places, Cranes, Weigh Beams, and Warehouses respectively, shall be, and the same are hereby vested in such Lord or Lords, Lady or Ladies, of such Manor or Manors, or the Owner or Owners of such Lands or Grounds, or Wastes, who shall make and erect such Wharfs, Quays, Landing Places, Cranes, Weigh Beams, or Warehouses upon their Lands, Grounds, or Wastes respectively, his, her, or their Heirs and Assigns, so that the Rates hereby granted to the said Company of Proprietors for Tonnage shall not be thereby reduced or altered.

within their  
Manors or  
Lands.

LXXXVI. Provided always, and be it further enacted, That nothing herein contained shall authorize or empower the said Company of Proprietors, or any other Person or Persons, to make use of any Wharf, Quay, Landing Place, Crane, Weigh Beam, or Warehouse, which shall be set out, erected, or made by the Lord or Lords, Lady or Ladies, of any Manor, or the Owner or Owners of any Lands or Grounds adjoining or near to the said intended Canal or Collateral Cuts, for his, her, or their private Use only, nor to set up, erect, repair, or use any Cranes or Weighing Machines in or upon any such Wharf, Quay, or Landing Place, and that no more shall be demanded or taken by any such Lord or Lords, Lady or Ladies, Land Owner or Land Owners, who shall or may erect or build any Wharf, Quay, Landing Place, or Warehouse as aforesaid, for Wharfage, Warehouse, Boom, Carriage, and Portage, than what are herein directed in respect thereof, to be taken by the said Company of Proprietors: Provided always, That it shall be lawful for the said Company of Proprietors to erect, repair, and use any Cranes or Weighing Machines upon any

Proprietors  
not to use  
Warehouses  
built by Land  
Owner.

Proprietors  
may erect  
Cranes, if  
Land Owners  
refuse.

any such Wharfs or Quays so mentioned, for the more convenient loading and unloading and weighing of any such Coals or other Goods or Things, in Rate or Proportions of such Wharfs or Quays shall neglect or refuse to make and erect the same within Three Calendar Months after they shall have received Notice in Writing for that Purpose from the said Company of Proprietors, or when so erected, neglect or refuse to keep the same in Repair.

If such Lords or Owners shall not upon proper Notice erect sufficient Warehouses, &c. the Company may do it.

**EXXVII.** Provided nevertheless, That if any such Lord or Lords, Lady or Ladies, Owner or Owners, shall not, within the Space of Six Calendar Months after Notice given in Writing by or on Behalf of the said Company of Proprietors, that any Part or Parts of such Lands, Grounds, or Estates, is or are intended to be used by them for the Purpose of erecting Warehouses and Buildings for the Use of the said Navigation, make, erect, and maintain in substantial Repair, in the Opinion of the said Commissioners, proper and sufficient Warehouses and Buildings (agreeably to a Plan or Plans thereof to be delivered to such Lord or Lords, Lady or Ladies, Owner or Owners, at the same Time or Times when such Notice or Notices shall be given as aforesaid) on the respective Part or Parts of the Lands, Grounds, or Estates comprised and described in such Notice, for the Use of the said Company of Proprietors, and all and every other Person or Persons who shall carry any Goods, Wares, or Merchandizes upon the said Navigation, then, and in such Case, the said Company of Proprietors shall have full and absolute Power and Authority, without any Hindrance or Restraint whatever, to make Use of such Lands, Grounds, or Estates for erecting such sufficient Warehouses and Buildings agreeably to such Plan or Plans so delivered as aforesaid, and making Satisfaction for the same in such Manner as is directed with respect to other Lands or Grounds which shall be taken and used for the Purposes of this Act.

Right of Fishery reserved.

**EXXVIII.** Provided always, and it is hereby enacted and declared, That the Owner or Owners of any Wharf and Wharfs, through which the said intended Canal and Collateral Cuts shall be made, shall have and be entitled to the sole, separate, and exclusive Right of Millery of and in so much of the said Canal and Collateral Cuts, or Cowing Patches, Leaches, and Sluices, and Reservoirs and Watercourses, as shall be made over or through the Lands within his or their Lordship or Manor, so as in the Use and Exercise of the



said Right of Fishery in the said Navigable Canal and Collateral Cuts, Trenches and Sluices, Reservoirs and Watercourses, or the Towing Paths, Banks, or other Works, or Conveniences, and the Navigation hereby authorized to be made, shall not be prejudiced or obstructed, or any Water drained or exhausted from or out of the said Canal and Collateral Cuts, or Trenches and Sluices, Reservoirs and Watercourses, and so as the said Company of Proprietors, their Successors or Assigns, or their Agents, Servants, or Workmen, or any of them, shall not be liable to any Penalty, Action, or Prosecution for or by reason of the taking or destroying any Fish in the said Canal and Collateral Cuts, Trenches or Sluices, Reservoirs or Watercourses, which shall be taken, killed, or destroyed through or by Means of letting the Water out of the said Canal and Collateral Cuts, Trenches or Sluices, Reservoirs or Watercourses, or for or on Account of any Repairs or Works to be done in or about the same; and also that it shall and may be lawful for such Lord or Lords, Lady or Ladies, and their lawfully appointed Game Keeper, to take and kill Game upon so much of the said Canal and Collateral Cuts, Trenches, Sluices, Towing Paths, and other Lands and Grounds to be set out for the Use of the said Navigation as shall be made through their respective Lands or Grounds as aforesaid, any Thing herein contained to the contrary notwithstanding.

LXXXIX. Provided always, and be it further enacted, That nothing in this Act contained shall extend to enable the said Company of Proprietors to erect or build any House, Mill, or other Building (other than such Warehouses, Coal-houses, and Watch Houses to be built as herein authorized) for the Use of the said intended Canal and Collateral Cut, upon the Lands which shall be set out for the Towing Paths, Wharfs, or Quays on the Sides thereof, or to convert or employ any Water that shall be brought into or discharged out of the said intended Canal or Collateral Cut, Trenches, or Sluices hereby authorized to be made, for the Use of any Mill hereafter to be erected near the same, or to cut down, or dig up, any Timberwood, Bushwood, or Underwood upon any of the Lands through or into which the said intended Canal or Collateral Cut, Trenches, Sluices, Roads, Passages, Works, or Conveniences, or any Part thereof respectively, shall be made, except such Timberwood, Bushwood, or Underwood as shall grow or be in or upon any of the Lands or Grounds which shall be taken or used for the making of the said intended Canal

No Building to be erected on the Towing Paths, except for the Navigation.

by Collateral Cut, Side Drains, Trenches, Cowing Paths, Sluices, Roads, Passages, or Conveniences respectively as aforesaid, and the respective Proprietors of the Lands on which such Timberwood, Bushwood, or Underwood hereby authorized to be cut down shall stand or be growing at the Time of the passing of this Act, their Heirs or Assigns, shall have it in their Election to take such Timberwood, Bushwood, or Underwood respectively, when felled or cut down, at such Price or Value as the same shall respectively have been estimated or purchased at by the said Company of Proprietors; but in case the same shall not have been estimated or purchased by the said Company of Proprietors upon a Valuation separate or distinct from the Lands upon which the same shall respectively grow, and the Proprietors of such Lands and the said Company of Proprietors, by their Agents, shall not agree touching the Value thereof, then at such Price or Value as the said Commissioners shall direct or appoint, which said Timberwood, Bushwood, or Underwood so to be cut down shall and may be carried and conveyed upon any Part of the said intended Canal or Collateral Cut, or either of them, free from all Rates to be paid by virtue of this Act; and if any House, Mill, or other Building (except as aforesaid) shall be erected, it shall be lawful for the Person or Persons who was or were Owner or Owners of such Lands at the Time of setting out the same, his, her, or their Heirs or Assigns, to pull down and remove such House, Mill, and other Buildings, without being deemed guilty of Trespass, or being liable to any Action or Prosecution for so doing.

Penalties on  
permitting  
the haling  
Horses to  
trespass on the  
adjoining  
Lands.

XC. And be it further enacted, That in case any Person or Persons employed in the haling of any Boat, Barge, or other Vessel upon the said Canal and Collateral Cut, shall permit or suffer any Horse or Horses used in the haling of any such Boat, Barge, or other Vessel, to trespass upon the Lands or Grounds adjoining or near to the said haling Paths so to be set out as aforesaid, or if any such Person or Persons using such haling Paths shall leave any of the Gates or Drop Stiles upon such haling Paths open, after having passed through the same, or shall utter having haled such Boat, Barge, or other Vessel, return back with the Horse or Horses employed therein, along, across, or over the Lands or Grounds adjoining to the said haling Path, nor upon the publick Highway, or shall permit or suffer any Horse to be loose upon the said haling or Cowing Paths, without some Person being with the said Horse to take Care



of it, and prevent its straying or trespassing upon the Lands adjoining, or shall commit any wilful Trespas of Damage in the Lands adjoining or near to the said Navigation, or by anchoring upon the same, every such Person shall, for every such Act, Default, or Neglect, upon Conviction of such Person or Persons before any Justice of the Peace of the County or Place wherein the Offence shall be committed, or the Offender shall be and reside, either by the Confession or Confessions of the Party or Parties offending, or upon the Oath or Oaths of One or more credible Witnesses or Witnesses (which Oath or Oaths such Justice is hereby empowered and required to administer) pay to the Person or Persons injured the Damages to be ascertained by such Justice, and shall, over and above such Damages, forfeit and pay to the Informer any Sum not exceeding Twenty Shillings, nor less than Five Shillings, and all Costs, Charges, and Expenses attending such Conviction, which Damages, Penalty, and Costs shall be levied in like Manner as any Penalties are herein-after directed to be levied.

XCI. And be it further enacted, That every Master or Person having the Rule or Command of any Boat, Barge, or other Vessel plying on the said Navigation, shall cause his Name and Place of Abode to be set in large Capital Letters, painted White, on each of the Outboards of every such Boat, Barge, or other Vessel, higher than the same shall sink into the Water when full loaded, and the progressive Number of his or their Boat or Vessel, and also shall permit and suffer every such Boat, Barge, or other Vessel to be measured at the Expence of the said Company of Proprietors, whenever it shall be required by the said Company of Proprietors, or such Person or Persons as shall be appointed by them for that Purpose, provided that no such Vessel shall be measured more than Three Times in any One Year, and shall also, at his and their own Expence, fit or cause to be fixed on each Side of every such Boat, Barge, or other Vessel, two Inches of Copper, Lead, or other Metal, of such graduated and figured Dimensions of Breadth and Height, and under such Regulations as the said Company of Proprietors shall from Time to Time direct and appoint, so that the true Weight of the Lading of every such Boat, Barge, or other Vessel may at all Times clearly appear, or be ascertained, and every Master, Wharf, or other Person having the Rule or Command of any Boat, Barge, or other Vessel, who shall refuse or neglect to put his Name, Place of Abode, and progressive Num-

Names of the Masters to be painted on the Vessels.

Graduated Figures to be painted on the Vessels, denoting their Weight.

Owners of  
Vessels an-  
swerable for  
Damage done  
by their Boat-  
men.

Masters to re-  
cover back  
from their  
Servants Sums  
paid for their  
Default.

ber of his or their Boats or Vessels, or the Indeces herein-before directed, on any such Boat, Barge, or other Vessel, in Manner aforesaid, or shall alter, deface, erase, or destroy any Letter, Figure, or Index describing such Name and Place of Abode, Number or Mark, and Con- nage therein as aforesaid, or shall refuse to have his Boat, Barge, or other Vessel measured as aforesaid, he or they shall forfeit and pay to the said Company of Proprietors a Sum not exceeding Forty Shillings for every such Offence.

XCII. And be it further enacted, That the Master or Owner of every Boat, Barge, or other Vessel used in the said Navigation shall be and is hereby made answerable for any Damage, Spoil, or Mischief that shall be done by his Boat, Barge, or other Vessel, or by any of the Boatmen, Bargemen, or Watermen belonging to or employed in or about the same respectively, unto any of the Bridges, Weirs, Locks, Dams, Engines, or other Works, in, upon, or near the said Canal and Collateral Cut, or by loading or unloading any Boat, Barge, or other Vessel, and for any Trespass or Damage that shall or may be done to the Owners or Proprietors of any Buildings, Erections, Lands, Tenements, Heredita- ments, or Premises adjoining to the same, or any of them, other than is authorized by this Act, and the said Master or Owner of such Boat, Barge, or other Vessel shall and may be sued and prosecuted for the same, in any Court of Record whatsoever, and if found guilty, or a Verdict pass against him, or Judgement be given against him, upon Demurrer, or by Default, the Plaintiff in any such Case shall recover his Damages thereby sustained with Double Costs of Suit.

XCIII. And be it further enacted, That in case the Owner or Owners of any Boat or other Vessel navigating or plying on the said Navigation shall be compelled to pay any Penalty, or to make Satisfaction, for any Da- mage by Reason of any wilful Act or Default done or committed by his or their Servant or Servants, every such Servant shall be liable to repay such Penalty to such Owner or Owners, and in case of Nonpayment upon Demand thereof, and Oath made by such Owner or Owners of the Plaintiff by him or them of such Penalty or Satisfaction, and that the same hath not been repaid to him or them by such Servant, although demanded (such Oath to be made before One Justice of the Peace for the County or Place where such Penalty and Sat- isfaction shall have been recovered), the same Penalty and Satisfaction shall be recovered, in like Manner, as any Penalty is herein after directed to be recovered.

XCIV. And



XXIV. And be it further enacted, That the said Company of Proprietors shall and may, and they are hereby required, in such Parts of the said Canal or Collateral Cut as shall not be of sufficient Breadth for admitting a Boat, Barge, or other Vessel to turn about and lie, or two Boats, Barges, or other Vessels to pass each other, to open or cut proper Spaces or Places, in the Lands adjoining to the said Canal and Collateral Cut, Trenches, or Sluices, at convenient Distances from each other, for the turning, lying, and passing of any such Boat, Barge, or Vessel, and that the said Boats, Barges, or other Vessels baled or navigated upon the said Canal or Collateral Cut shall, upon meeting any other Boat, Barge, or other Vessel, stop at, or go back to, and lie in the said Spaces or Places in such Manner as the said Company of Proprietors, or the said Committee, or five of them, shall direct and appoint.

XXV. And be it further enacted, That no Boatman or Bargeman, or his Agents or Servants navigating any Boat, Barge, or other Vessel upon the said Canal or Collateral Cut, and passing with such Boat, Barge, or other Vessel through any Lock, shall suffer the Water to remain in the Lock longer than is necessary for his Boat, Barge, or other Vessel to pass through any such Lock, and also that every such Boatman, Bargeman, or any other Person as aforesaid, in going down the said Canal or Collateral Cut, shall shut the lower Gates of such Lock before he or they shall draw the Cloughs of the upper Gates thereof, and after he shall have brought his Boat, Barge, or other Vessel into the said Lock, shall shut close the upper Gates before he shall draw the Cloughs of the lower Gates thereof, and in going up the said Canal or Collateral Cut shall, as soon as he shall have passed with his Boat, Barge, or other Vessel out of the said Lock, shut the upper Gates of the said Lock, and afterwards draw the Cloughs of the lower Gates, unless there shall be then a Boat, Barge, or other Vessel in Sight from the said Lock coming down the said Canal and Collateral Cut, in which Case the lower Gate of the said Lock shall be left shut and the upper Gate shall be left open; and in all his Seasons, whenever there shall be a Scarcity of Water in the said Canal or Collateral Cut, the Vessel going up the same, if within Sight from, or within the Distance of One hundred Yards below any Lock, shall pass through such Lock before the Boat, Barge, or other Vessel coming down; and then the Boat, Barge, or other Vessel next above shall come down, and whenever there shall be a Scarcity of Water, if there are

Company to make Places for Vessels to lie in and pass each other.

Penalty on Persons suffering Water to remain in Locks longer than necessary, &c.

THE ACT

more Boats, Barges, or other Vessels than One below and One above any Lock at the same Time in such dry Seasons within the Distance aforesaid (at which Distance a Post or Mark shall be set up or made for that Purpose), such Boats, Barges, or other Vessels shall go up and come down at such Lock by Turns as aforesaid, till all the said Boats, Barges, or other Vessels going up or coming down shall have passed, by which Means One Lock full of Water may serve Two or more Boats, Barges, or other Vessels, and every Person offending in all or any of the Cases aforesaid, shall forfeit a Sum not exceeding Forty Shillings for every such Offence.

Penalty on  
Persons ob-  
structing the  
Navigation;

XCVI. And be it further enacted, That if any Boat, Barge, or other Vessel shall be placed in any Part of the said Canal or Collateral Cut, so as to obstruct the Navigation, and the Person having the Care of such Boat, Barge, or other Vessel, shall not immediately upon Request made remove the same, he shall, for every such Offence, forfeit and pay any Sum not exceeding Five Shillings for every Hour such Obstruction shall continue, and it shall be lawful for any of the Agents or Servants of the said Company of Proprietors, or any of them, to cause any such Boat, Barge, or other Vessel to be unloaded, if necessary, and to be removed in such Manner as shall be proper to prevent such Obstruction in the Navigation, and to secure such Boat, Barge, or other Vessel, and the Loading thereof, or any Part of such Loading, until the Charges occasioned by such Removal are paid; and if any Boat, Barge, or other Vessel shall be sunk in the said Canal or Collateral Cut, and the Owner or Owners, Person or Persons having the Care of such Boat, Barge, or Vessel, shall not without Loss of Time weigh or draw up the same, it shall be lawful for the Agents or Servants of the said Company of Proprietors, or any of them, to cause such Boat, Barge, or other Vessel to be weighed or drawn up, and to detain the same until Payment be made of all the Expenses necessarily occasioned thereby, or in anywise relating thereto.

and Vessels  
sunk may be  
weighed by  
the Company  
at the Ex-  
pence of the  
Owners.

Penalty for  
obstructing  
the Naviga-  
tion.

XCVII. And be it further enacted, That if any Person or Persons shall load any Timber upon the said Canal or Collateral Cut, or load any Boat, Barge, or other Vessel with Timber, so that the same shall lie over the Sides of such Boat, Barge, or other Vessel so laden, or shall overload any Boat, Barge, or other Vessel navigating in or upon the said intended Canal or Collateral Cut, and when so overloaded shall put such Boat, Barge, or other Vessel into the said Canal or Collateral Cut,



Cut, so as to obstruct the Passage of any other Boat, Barge, or other Vessel, and shall not immediately upon Notice given to the Owner or Owners, Person or Persons having the Care of such Boat, Barge, or other Vessel to obstructing the Passage as aforesaid, haul such Boat, Barge, or other Vessel back into such Place or Places as shall be proper or made for Boats, Barges, or other Vessels to pass each other, every such Owner or Owners, Person or Persons floating such Timber, or having the Care of such Boat, Barge, or other Vessel, shall forfeit and pay any Sum not exceeding five Pounds for every such Offence; and if any Person or Persons shall wilfully throw any Ballast, Gravel, Stones, or Rubbish into any Part of the said Canal or Collateral Cut, or any Trenches or Watercourses to be made or maintained by virtue of this Act, every such Person shall forfeit a Sum not exceeding five Pounds for every such Offence.

XCVIII. And be it further enacted, That the said Canal or Collateral Cut shall not be subject to the Controul, Direction, Survey, or Order of any Commission or Commissioners of Sewers, or to any Law or Statute relating to Sewers, except in all Cases relative to the Drainage, which are to be and remain subject to the Jurisdiction of the Commissioners of Sewers, as aforesaid, any Law or Statute to the contrary notwithstanding.

XCIX. And be it further enacted, That all Boats and Vessels that shall hereafter turn out of the Cut of the Navigation of the River Dunn at Stainforth into the Canal intended to be made by virtue of this Act, near the Lock in the said Cut, shall be liable and compellable to pay to the Company of Proprietors of the River Dunn Navigation the same Rates, Tonnage, Tolls, and Duties for all such Goods, Wares, Merchandizes, Commodities, and Things on Board of such Boats and Vessels, as fully and effectually as if such Boats and Vessels had actually passed through the said Lock upon the Cut of the said Navigation of the said River Dunn, and all such Rates, Tonnage Tolls, and Duties shall and may be recovered by virtue of the Powers contained in the several Acts of Parliament now in Force relating to the Navigation of the said River Dunn, or any of them, as fully as they are empowered to recover the Rates, Tonnage Tolls, and Duties arising upon the Navigation of the said River Dunn.

C. Provided always, and be it further enacted, That no Person shall be capable of acting as a Commissioner

Canal not to be under the Power of Commission-ers of Sewers.

Tolls to be paid to Dunn Company at Stainforth Lock.

Qualification of Commissioners.

in

in any Case in the Execution of this Act, where he shall be anywise interested, or concerned in, the Matter in Question, and if any Person hereby disqualified or made incapable, or not being qualified to act, shall nevertheless act as a Commissioner in the Execution of this Act, every such Person shall, for every such Offence, forfeit the Sum of Fifty Pounds, to any Person who will sue for the same, to be recovered, with full Costs of Suit, by Action at Law in any of His Majesty's Courts of Record at Westminster, and such Person so prosecuted shall prove that he is qualified as aforesaid, or otherwise shall pay the said Penalty without any other Proof or Evidence on the Part of the Prosecutor, than that such Person hath acted as a Commissioner in the Execution of this Act, and no Person shall act as aforesaid, otherwise than, in administering the following Oath, until he shall have taken and subscribed an Oath to the Effect following; which Oath any One of the said Commissioners is hereby authorized and empowered to administer; (videlicet) -

Commissioners Oath.

**I, A. B.** do swear, That I will, without Favour or Affection, truly and impartially, according to the best of my Skill and Judgement, execute the Powers and Authorities vested in me as a Commissioner, by an Act made in the Thirty-third Year of the Reign of King George the Third, intituled, [set forth the Title of the Act] So help me GOD.

Notice to be given of Meetings of Commissioners.

**CL.** And be it further enacted, That no Meeting of the said Commissioners shall at any Time be had for putting in Execution any of the Powers and Authorities vested in them by virtue of this Act, nor any Order, Direction, or Appointment of the said Commissioners, or any of them, touching any of the Matters and Things herein contained, be binding and effectual, unless previous Notice of every such intended Meeting shall be given and inserted in some publick Newspaper, and in such Manner as the said Company of Proprietors shall at any General Assembly, direct and appoint, at least Ten Days before such intended Meeting of the said Commissioners for any of the Purposes herein contained, every such Notice to specify the Time and Place of such Meeting, and the several Matters and Things then and there proposed to be done; and that every Meeting of the said Commissioners, by virtue of this Act shall be publick, and that the Majority of the said Commissioners then present at every such Meeting shall have Power and Authority to execute the Powers hereby vested in the said Commissioners.



CII. Provided, nevertheless, That such of the said Commissioners who are Justices of the Peace may act as Justices of the Peace in the Execution of this Act, notwithstanding their being Commissioners.

Commissioners may act as Justices.

CIII. And be it further enacted, That if any Person appointed a Commissioner by this Act shall have or accept any Place of Profit arising out of the Monies to be raised and collected as aforesaid, such Person, from and after his accepting, and during the Time of his holding and enjoying such Place of Profit, and also every Person during the Time of his being a Proprietor in the said Population, or concerned in Interest in any Contract or Bargain made or to be made for the Purposes of this Act, shall be incapable of acting as a Commissioner under this Act.

No Commissioner to hold any Place of Profit under the Act.

CIV. And be it further enacted, That it shall be lawful for the said Commissioners, and they are hereby empowered, although they shall not be assembled at a Meeting to be held by virtue of this Act, from Time to Time, and at all Times, upon such Request made as aforesaid, by Notice in Writing signed by them, and published in Manner aforesaid, to summon a Meeting of the said Commissioners at such Time and Place as shall be mentioned in such Notice, for the settling and ascertaining such Damages as herein directed to be settled and ascertained, notwithstanding any Adjournment or Nonadjournment of the said Commissioners.

Commissioners to hold Special Meetings for ascertaining Damages.

CV. Provided also, That every Meeting of the Commissioners for hearing or determining any Complaint, Controversy, or Difference between the said Company of Proprietors, and any other Person or Persons, shall be held at some Place within Ten Miles of some Part of the said Parish of Collateral Tur.

Directing the Manner of holding such Meetings.

And be it further enacted, That nothing in this Act contained shall defeat, prejudice, or affect the Right, Interest, Royalties, or Seignories of any Lord or Lords, Lady or Ladies of any Manor or Manors, or of any Owner or Owners of any Lands or Grounds, to the Mines, Minerals, or Quarries lying or being within or under the Lands or Grounds to be let out or made use of for the Purposes of this Act; but all such Mines, Minerals, and Quarries are hereby reserved for such Lord or Lords, Lady or Ladies of such Manor or Manors, and to such Owner or Owners respectively, their Heirs or Assigns; and that it shall be lawful for the Lord or Lords, Lady or Ladies of such Manor or Manors, and such Owner or Owners of such Lands or Grounds respectively, to carry away, to his, her, or their own Use, from

Saving the Rights of Lords of Manors.

from any such Mines, or Quarries, any Ore, Minerals,  
or Stones which may be dug or gotten in the same, pro-  
vided no Injury or Prejudice be done to the said Canal,  
Collateral Cut, Towing Paths, Wharfs, Quays,  
Trenches, Sluices, Levels, or Passages, or other Conveniences,  
or other Conveniences made or erected for the Purposes  
of the said Navigation; and the said Lord or Lords,  
Lady or Ladies, Owner or Owners of all and every  
Wharf and Wharfs shall have and be entitled to the sole,  
liberal, and exclusive Right of Fishery of and in so much  
of the said Canal, Collateral Cut, Trenches, and  
Sluices as shall be made over, or through the Commons  
or Waste Lands within his, her, or their Wharf or Wharfs  
respectively, and also in, over, or through any other  
Lands or Grounds lying within any such Wharf or Wharfs,  
wherein such Lord or Lords, Lady or Ladies, or  
Owner or Owners now hath or have, or is or are entitled  
to the Right of Fishery in the Pits, Ponds, and Waters  
now being in such last mentioned Lands or Grounds  
through which the said Canal and Collateral Cut shall be  
made, shall also have and be entitled to the like sole, libe-  
ral, and exclusive Right of Fishery of and in so much  
of the said Navigation, Trenches, and Sluices as shall  
be made in, over, or through his, her, or their Lands  
or Grounds respectively, so as in the Use and Exercise of  
the said Right of Fishery the said Navigation, Trenches,  
and Sluices, and the Towing Paths, Wharfs, and other  
Works or Conveniences hereby authorized to be made  
shall not be prejudiced or obstructed, or any Matter therein  
or therein, from or out of the said Canal, or Collateral  
Cut, Trenches, or Sluices, and so as the said Company  
of Proprietors, or their Agents, Servants, or Workmen,  
or any of them, shall not be liable to any Penal or  
Action, or Prosecution, for or by reason of the taking or  
destroying of any Fish in the said Navigation and Trenches,  
or Sluices, which shall be taken, killed, or destroyed  
through, or by means of setting off, or other means, in the  
said Canal or Collateral Cut, Trenches, or Sluices, for  
or upon Account of any Repairs or Works to be done in  
or about the same.

C. VII. And be it further enacted, That it shall be law-  
ful for the Owners and Occupiers of any Lands or  
Grounds adjoining to the said Canal or Collateral Cut, or  
upon the same, any Pleasure Boat or Boats, or any  
other Boat or Boats for the Purpose of Husbandry, or  
for conveying Cattle from one of the said Wharfs of a  
Farm or Lands, to any other Farm or Lands of the  
same, Owner or Occupier, without any of Interference  
from

to have a  
restriction

to have a  
restriction

Owners and  
Occupiers of  
Lands may  
use Boats,  
under certain  
Restrictions.



from the said Company or Proprietors, or their Agent or Agents, and without paying any Rate for the same; and so as such Boat or Boats do not pass through any Lock to be made on the said Navigation without the Consent of the said Company or Proprietors, or be employed for carrying any Goods, Wares, or Merchandizes to Market or for Sale, or for any Person or Persons for hire, and so as the same shall not obstruct or prejudice the said Navigation, or the Towing Paths, or obstruct any Boats passing upon the said Navigation liable to pay the Rates aforesaid, and the Owner of all such Pleasure Boats or other Boats shall, in his own Lands or Grounds, make convenient Places for such Boats to lie in, and shall not suffer them to be moored or remain upon the said Canal or Collateral Cut.

CXVIII. And be it further enacted, That the said Canal and Collateral Cut shall be measured, and Stones or Posts erected on the Sides thereof, a Quarter of a Mile distant from each other, and that all Goods, Wares, and Merchandizes which are made liable to the several Rates hereby imposed, that shall be navigated, carried, or conveyed upon the said Canal or Cut, up to or past any of the Stones or Posts so to be erected, shall be charged with and pay the said Rates for One Quarter of a Mile for every Stone they shall so pass by, in Proportion to the Rates herein before granted.

The Canal to be measured, and Stones set up to ascertain the Rates.

CXIX. And be it further enacted, That all Penalties or Forfeitures for Offences against this Act, or any Rule, Bye Law, or Ordinance made by the said Company or Proprietors as aforesaid (the manner of recovering whereof is not herein before particularly directed) shall, upon Proof of the Offence respectively before any Justice of the Peace for the County of York, or for the County of Lincoln, as the Case may hereafter be by the Confession of the Party or Parties, or by the Oath of any credible Witness, be levied by Distress and Sale of the Goods and Chattels of the Party or Parties offending, by Warrant under the Hand and Seal of such Justice (which Warrant such Justice is hereby empowered and required to grant), and the Overplus after such Penalties or Forfeitures, and the Charges of such Distress and Sale are recovered and deducted, shall be returned, upon Demand, to the Owner or Owners of such Goods and Chattels, and in case sufficient Distress cannot be found, or such Penalties or Forfeitures shall not be forthwith paid, it shall be lawful for such Justice, by Warrant under his Hand and Seal, to cause such Offender or Offenders to be

Recovery of Penalties.

committed to the Common Gaol or House of Correction; there to remain without Bail or Mainprize for such Time as such Justice shall direct not exceeding Six Calendar Months, unless such Penalties or Forfeitures and all reasonable Charges attending the Recovery thereof shall be sooner paid and satisfied; and all such Penalties and Forfeitures and the Apparation whereof is not herein before particularly directed shall go and belong to the said Company of Proprietors, and be applied for the Purposes of this Act.

CX. And be it further enacted, That for the more easy and speedy Conviction of the Person or Persons who shall or may incur any of the Penalties or Forfeitures imposed by virtue of this Act, every Justice of the Peace before whom any such Person or Persons shall be convicted shall and may cause the Conviction to be drawn up in the following Form of Words, as the Case shall happen, or in any other Form of Words to the same Effect.

Form of  
Conviction.

BE it remembered, That on the *Day of* *Year of His Majesty's Reign* *A. B.* is convicted before *Justice of the Peace for the County or Place* *fore said* [specifying the Offence, and Time and Place when and where the same was committed, and the Penalties or Forfeitures, as the Case may be] Given under my Hand and Seal, the Day and Year aforesaid.

Distress not  
unlawful for  
want of Form.

CXI. And be it further enacted, That where any Distress shall be made for any offence to be visited by virtue of this Act, the Distress itself shall not be deemed unlawful, nor the Party or Parties making the same be deemed a Trespasser or Trespassers on account of any Defect or Want of Form in the Summons, Complaint, Warrant of Distress, or other Proceedings relating thereto; nor shall the Party or Parties making such Distress be deemed a Trespasser or Trespassers on account of any Irregularity which shall be afterwards committed by the Party or Parties making such Distress; but the Person or Persons aggrieved by such Irregularity shall and may recover full Satisfaction for the special Damage in any Action upon the Case.

Appeal.

CXII. And be it further enacted, That any Person or Persons thinking themselves aggrieved by any Order or Judgment made or given in pursuance of any Rule, Bye Law or Order of the said Company of Proprietors, or by the Order or Determination of any Justice or Justices of the Peace, or by any



Cases relative to the Drainage, which are to be and remain subject to the Jurisdiction of the Commissioners of Sewers as aforesaid, may, within Three Calendar Months after such Order or Determination shall have been made, or given, complain to the Justices of the Peace at any General Quarter Sessions to be held in and for the West Riding of the County of York, or the Division of Lindsey in the County of Lincoln; wherein the Cause of Complaint shall have arisen, first giving Ten Days Notice at the least, in Writing of such Intention to complain to the Party interested in such Complaint; and the said Justices shall, in a summary Way, hear and determine the said Complaint at such Session, or if they think proper, adjourn the Hearing thereof to the next General Quarter Session of the Peace to be held for the said Riding or Division, and if they see Cause may mitigate any Penalty or Forfeiture, and may order any Money to be returned which shall be recovered in pursuance of such Rule, Bye Law, Order, or Determination, and may also order such further or other Satisfaction to be made to the Party injured as they shall judge reasonable.

CXIII. And be it further enacted, That no Action, Limitation of Actions.  
Suit, or Information shall be brought or commenced against any Person or Persons for any Thing done in pursuance of this Act, until Twenty Days Notice of the Cause of such Action, in Writing, be given to the Clerk or Clerks to the said Company of Proprietors, or to One or more of their Committee to be appointed as aforesaid, or after sufficient Satisfaction or Tender of the same shall have been made to the Party or Parties aggrieved, or after Six Calendar Months next after the said commitment, or in case there shall be a Continuation of Damage, then within Six Calendar Months next after the doing or committing such Damage shall cease, and not afterwards; and every such Action, Suit, or Information shall be brought, and laid, in the County of York, or Lincoln, as the Case may be, or require, and not elsewhere, and the Defendant or Defendants in such Action, Suit, or Information, shall and may plead the General Issue, and give this Act and the Special Matter in Evidence, at any Trial to be had thereupon, and that the same was done in pursuance and by the Authority of this Act; And if it shall appear to have been so done, or that such Action, Suit, or Information was brought or laid before Twenty Days Notice in Writing given as aforesaid, or after a sufficient Satisfaction made or tendered as aforesaid, or after the Time limited for bringing the same

as aforesaid, or shall be brought in any other County or Place than as aforesaid, then, and in either of the said Cases, the Jury shall find for the Defendant or Defendants, and thereupon, or if the Plaintiff or Plaintiffs shall become nonsuit, or suffer a Discontinuance of his, her, or their Action, Suit, or Information, after the Defendant or Defendants shall have appeared, or if a Verdict shall pass against the Plaintiff or Plaintiffs, or if, upon Demurrer or otherwise, Judgement shall be given against the Plaintiff or Plaintiffs, the Defendant or Defendants shall have Double Costs, and have such Remedy for the same as any Defendant hath for Costs of Suit in any other Case of Law.

Subscribers to  
pay their sub-  
scription Mo-  
ney.

CXIV. And be it further enacted, That the several and respective Persons who have subscribed, or shall subscribe and engage to advance any Money for and towards making and maintaining the said Canal and Collateral Cut, shall, and they are hereby required to pay the Sum or Sums of Money by them respectively subscribed and engaged to be advanced, or such Parts or Proportions thereof as shall from Time to Time be called for by the said Company of Proprietors, or the said Committee, under and by virtue of the Powers and Directions of this Act; and in case such Person or Persons shall neglect or refuse to pay the Monies by him or them subscribed and engaged to be advanced as aforesaid, or the Parts or Proportions thereof so called for, at the Time and in the Manner required for that Purpose, it shall be lawful for the said Company of Proprietors to sue for, and recover the same in any Court of Law or Equity.

Publick Act.

CXV. And be it further enacted, That this Act shall be deemed and taken to be a publick Act; and all Judges, Justices, and other Persons, are hereby required to take Notice of it as such, without specially pleading the same.

F I N I S.





ANNO VICESIMO QUARTO & VICESIMO QUINTO

VICTORIÆ REGINÆ.

\*\*\*\*\*

*Cap. clxix.*

An Act for the Extension of the *South Yorkshire Railway* across the *Trent*, near *Keadby* in *Lincolnshire*; and for granting further Powers to the *South Yorkshire Railway and River Dun Company*.  
[22d July 1861.]

**W**HEREAS the Railway of "The *South Yorkshire Railway and River Dun Company*" (who are herein-after referred to as "the Company") now terminates on the Left Bank of the River *Trent* in the Parish of *Keadby*: And whereas a Railway is now in course of Construction in the Parts of *Lindsey* in *Lincolnshire*, from the Right Bank of the *Trent*, and across the River *Ancholme*, to join the *Manchester, Sheffield, and Lincolnshire Railway* at *Barnetby-le-Wold*; and a Bill is pending in Parliament to authorize the said Undertaking under the Name of "*The Trent, Ancholme, and Grimsby Railway*:" And whereas it is expedient that the Company should have Power to extend the *South Yorkshire Railway* across the *Trent* to join the *Trent, Ancholme, and Grimsby Railway*, and that they should have Power to use the same Railway: And whereas the estimated Expense of the proposed Extension of the *South Yorkshire Railway* is Twenty-seven thousand five hundred Pounds: And whereas it is expedient

[Local.]

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that

3. It shall be lawful for the Company, subject to the Provisions in this and the incorporated Acts contained, to make and maintain the Railway herein-after described, with all proper Works, Approaches, and Stations, in the Line and upon the Lands delineated on the said Plan and described in the said Books of Reference, and according to the Levels described on the said Section; and the Company may enter upon, take, and use such of the said Lands as shall be necessary for such Purposes.

Power to make Railway according to deposited Plans.

4. The Railway (which will be wholly situate in the said *Lindsey* Division of *Lincolnshire*) shall commence by a Junction with the *South Yorkshire* Railway in the Township of *Keadby* and the Parish of *Althorpe*, cross the River *Trent*, and terminate in the Township of *Brumby* in the Parish of *Frodingham* by a Junction with the said *Trent, Ancholme, and Grimsby* Railway.

Describing Line of Railway.

5. Provided always, That nothing in this Act contained shall authorize the Company to enter upon, take, or use all or any Portion of the Land situate in the Parish of *Frodingham* numbered 4, 13, 14, 15, and 20 respectively on the deposited Plans referred to in this Act, nor any Portion of the Land situate in the said Parish, numbered 2 and 3 respectively on the said Plans, which will lie on the North Side of the Line of the South Fence of Number 4 when continued to the River *Trent*.

Limit of Deviation not to include certain herein-named Lands in Frodingham.

6. The Company may demand and receive for every Passenger and Animal, and for every Ton of Goods, Minerals, and other Matters and Things carried across the Bridge to be constructed over the said River *Trent* a Sum not exceeding One Penny, and they may further demand and receive for and in respect of the Railway the same Tolls and Charges as they are now authorized to receive in respect of their existing Undertaking, and the Railway shall in all respects be deemed Part of "the *South Yorkshire* Railway."

Power to take Toll for Bridge and Railway, to form Part of Company's Undertaking.

7. The Company may also enter upon, take, and use for the Purposes of their Undertaking all or any of the Lands shown upon the Plans and described in the Books of Reference deposited as aforesaid along with the Plan, Section, and Book of Reference relating to the Railway.

Power to purchase other Lands shown on Plans.

8. Subject to the Provisions in this Act and in "The Railways Clauses Consolidation Act, 1845," contained, it shall be lawful for the Company in the Construction of the Railway to carry the same across and upon the Level of the public Roads in the Parish of *Althorpe* numbered respectively 11 and 40a on the said deposited Plan; but no more than a single Line of Railway shall be laid down at such level Crossing so long as the Undertaking of the Company consists of a single Line of Railway; and

Level Crossings.



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that the Company should have Power to Purchase for the Purposes of their Undertaking certain Lands in the Parishes and Townships of *Doncaster, Wheatley, Bentley with Arksey, Sandal, Long Sandal, Kirk Sandal, Barnby-upon-Don, Stainforth, Hatfield, and Thorne*: And whereas a Plan and Section of the Railway showing the Line and Levels thereof, and a Plan showing the Lands to be taken under the Powers of this Act for the said Railway and for the general Purposes of the Undertaking of the Company, with Books of Reference to the Plans containing the Names of the Owners and Lessees or reputed Owners and Lessees, and of the Occupiers of the said Lands, have been deposited with the respective Clerks of the Peace for the *Lindsey Division of Lincolnshire* and for the *West Riding of Yorkshire*: And whereas the Capital of the Company formed as well by the original Subscriptions as by the Amalgamation of the Companies of the *River Don Navigation*, the *Sheffield Canal*, the *Deerness and Dove Canal*, and the *Stainforth and Keadby Canal*, now consists of Seven hundred and forty-one thousand and twenty Pounds Consolidated Stock and Shares, being the ordinary Share Capital of the Company; also of Four hundred and forty-eight thousand nine hundred and eighty Pounds Consolidated Stock and Shares, bearing Four per Cent. Preference Dividend; and of Five hundred thousand Pounds in Twenty Pound Shares, bearing a Five per Cent. Preference Dividend now in course of Issue; and the Company have also borrowed, under the Powers of the Company and of the Navigation and Canal Acts amalgamated therewith, and on the Thirtieth of September One thousand eight hundred and sixty stood indebted in the Sum of One million one hundred and four thousand three hundred and three Pounds Seventeen Shillings and Two pence: And whereas as well for the Purposes of this Act as for the general Purposes of the Company, it is necessary that the Company should be authorized to raise further Capital: And whereas it is expedient that the Company and the *Manchester, Sheffield, and Lincolnshire Railway Company* should be authorized to enter into the Arrangements herein-after contained: And whereas the Purposes aforesaid cannot be accomplished 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, as follows:

§ 8 & 9 Vict. cc. 18. & 20. and 23 & 24 Vict. c. 105. incorporated.

"The Railway."

1. "The Lands Clauses Consolidation Act, 1845," "The Railways Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," shall be incorporated with and form Part of this Act.

2. In this Act the Words "the Railway" shall mean the Bridge across the *Trent*, the Railway, and the Works connected therewith respectively by this Act authorized to be constructed.

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*The South Yorkshire Railway Amendment Act, 1861.*

3. It shall be lawful for the Company, subject to the Provisions in this and the incorporated Acts contained, to make and maintain the Railway herein-after described, with all proper Works, Approaches, and Stations, in the Line and upon the Lands delineated on the said Plan and described in the said Books of Reference, and according to the Levels described on the said Section; and the Company may enter upon, take, and use such of the said Lands as shall be necessary for such Purposes.

Power to take Railway according to deposited Plans.

4. The Railway (which will be wholly situate in the said *Lindsey Division of Lincolnshire*) shall commence by a Junction with the *South Yorkshire Railway* in the Township of *Keadby* and the Parish of *Althorpe*, cross the River *Trent*, and terminate in the Township of *Brumby* in the Parish of *Frodingham* by a Junction with the said *Trent, Ancholme, and Grimsby Railway*.

Describing Line of Railway.

5. Provided always, That nothing in this Act contained shall authorize the Company to enter upon, take, or use all or any Portion of the Land situate in the Parish of *Frodingham* numbered 4, 13, 14, 15, and 20 respectively on the deposited Plans referred to in this Act, nor any Portion of the Land situate in the said Parish, numbered 2 and 3 respectively on the said Plans, which will lie on the North Side of the Line of the South Fence of Number 4 when continued to the River *Trent*.

Limit of Deviation not to include certain herein-named Lands in Frodingham.

6. The Company may demand and receive for every Passenger and Animal, and for every Ton of Goods, Minerals, and other Matters and Things carried across the Bridge to be constructed over the said River *Trent* a Sum not exceeding One Penny, and they may further demand and receive for and in respect of the Railway the same Tolls and Charges as they are now authorized to receive in respect of their existing Undertaking, and the Railway shall in all respects be deemed Part of "the *South Yorkshire Railway*."

Power to take Toll for Bridge and Railway, to form Part of Company's Undertaking.

7. The Company may also enter upon, take, and use for the Purposes of their Undertaking all or any of the Lands shown upon the Plans and described in the Books of Reference deposited as aforesaid along with the Plan, Section, and Book of Reference relating to the Railway.

Power to purchase other Lands shown on Plans.

8. Subject to the Provisions in this Act and in "The Railways Clauses Consolidation Act, 1845," contained, it shall be lawful for the Company in the Construction of the Railway to carry the same across and upon the Level of the public Roads in the Parish of *Althorpe* numbered respectively 11 and 40a on the said deposited Plan; but no more than a single Line of Railway shall be laid down at such level Crossing so long as the Undertaking of the Company consists of a single Line of Railway; and in no Case shall more than a double Line of Railway be laid down on such level Crossing.

Level Crossings.

9. It



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Not to shunt  
Trains over  
level Cross-  
ing.

9. It shall not be lawful for the Company in shunting Trains to pass any Trains over such level Crossing, or to allow Trains to stand across the same.

Company to  
erect Station  
or Lodge  
where Road  
crossed on  
the Level.

10. For the greater Convenience, and Security of the Public the Company shall erect and permanently maintain either a Station or Lodge at the Point where the before-mentioned Road shall be crossed on the Level; and the Company shall be subject to and abide by all such Rules and Regulations with regard to the crossing of such Road on the Level, or with regard to the Speed at which Trains shall pass such Road, as may from Time to Time be made by the Board of Trade; and if the Company shall fail to erect and at all Times maintain such Station or Lodge, or to appoint a proper Person to watch or superintend the Crossing at any such Point or Station, or to abide by any such Rule or Regulation as aforesaid, they shall for any 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.

Board of  
Trade may  
require  
Bridge in-  
stead of  
level Cross-  
ing.

11. The Board of Trade (if it shall appear to them necessary for the Public Safety or Convenience, at any Time either before or after the Railway shall have been completed and opened for Public Traffic,) may require the Company within such Time as the Board shall direct, and at the Expense of the Company, to carry the said Road either under or over the Railway by means of a Bridge or Arch, instead of crossing the same on a Level, and to execute such other Works as under the Circumstances of the Case shall appear to the said Board of Trade the best adapted for removing or diminishing the Danger arising from such level Crossing.

Communica-  
tion with  
Trent, An-  
cholme, and  
Grimsby  
Railway to  
be made  
under the  
Direction of  
their En-  
gineer.

12. The Communication between the Railway hereby authorized, and the *Trent, Ancholme, and Grimsby* Railway, and all such Interferences with the Works of the said Railway as may be necessary or convenient for effecting such Communication, shall be made under the Direction and Superintendence of the Engineer for the Time being of the *Trent, Ancholme, and Grimsby* Railway Company; and in case of any Difference arising as to the Mode of effecting the Communication, the same shall be determined by a Referee to be appointed at the Cost of the Company by the Board of Trade on the Application of either Company.

Not to take  
Lands or in-  
terfere with  
Works of  
the said  
Railway,  
Company  
without  
Consent.

13. Excepting as is by this Act specially provided, nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to take or enter upon any of the Lands belonging to the *Trent, Ancholme, and Grimsby* Railway Company, or to alter, vary, or interfere with their Railway, or any of the Works thereof, further or otherwise than is necessary for the convenient Junction  
and



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shall be liable to all Drainage and other Rates, Taxes, and Impositions imposed or to be imposed by the said Commissioners, in like Manner as other Works and other Lands, Tenements, and Hereditaments within the said Levels now are or hereafter may be under and subject and liable to the same respectively, but only on the Basis of the Agricultural Value of such Lands; and it shall not be lawful for the said Company to extend any public or private Drainage within the said Limits to any Land not previously drained by such public or private Drainage: Provided also, that in carrying the Railway over the *High Drain* situate in the Parish of *Frodingham*, numbered 16A in the deposited Plans referred to in this Act, there shall be made under the said Railway a clear Opening of the Width of Twelve Feet, and the Bottom of the said Opening shall be on a Level with the Top of the Sill of the Sluice of the *Brumby Sewer*, situate next the River *Trent* in the said Parish of *Frodingham*.

As to Bridge  
over Trent.

16. The Bridge over the River *Trent* authorized by this Act shall be constructed by the Company with Two opening Spans, each of Sixty Feet, on the Swivel Principle, and the Headway under all the Arches of the Bridge shall be Fifteen Feet above High-water Mark of ordinary Spring Tides; and the Bridge shall be constructed only on such a Line within the Limits of Deviation as the Lord High Admiral of the United Kingdom of Great Britain and Ireland or the Commissioners for executing the Office of Lord High Admiral shall previously approve of, such Approval to be signified in Writing under the Hand of the Secretary of the Admiralty: Provided always, that if the said Lord High Admiral or the said Commissioners shall require that the said Bridge shall be an opening Bridge of One hundred Feet in the Clear, then the said Bridge shall be made accordingly.

Plans to be  
laid before  
Admiralty,  
before com-  
mencing  
Works.

17. Previously to commencing the said Bridge or the Works respectively connected therewith the Company shall deposit at the Admiralty Office Plans, Sections, and Working Drawings of the Bridge and Works connected therewith, for the Approval 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, such Approval to be signified in Writing under the Hand of the Secretary of the Admiralty, and such Bridge and Works shall be constructed only in accordance with such Approval; and when any such Bridge or Works shall have been commenced or 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 Consent or Approval; and if any such Bridge or Works shall be commenced or completed, or be altered, extended, or constructed contrary to the Provisions of this Act, it shall be lawful for the said Lord High Admiral or the said Commissioners for executing the Office

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of Lord High Admiral to abate, alter, and remove the same, and to restore the Site thereof to its former Condition, at the Cost 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, or may be recovered with Costs as a Penalty is or may be recoverable from the Company.

18. During the Construction of the Bridge and Works connected therewith the Company shall cause to be hung out or exhibited every Night, from Sunset to Sunrise, Lights to be kept burning by and at the Expense of the Company, for the Navigation and safe Guidance of Vessels, and for ever after the Completion of the Bridge the Company shall cause to be hung out or exhibited upon or near to the Centre of each Opening of the Bridge every Night from Sunset to Sunrise a good and sufficient Light, to be kept burning by and at the Expense of the Company, for the Navigation and safe Guidance of Vessels, and which Lights shall be from Time to Time altered by the Company in such Manner, and be of such Description, and be so used and placed, as the Lord High Admiral or the Commissioners for executing the Office of Lord High Admiral shall by Writing under the Hand of the Secretary of the Admiralty approve of, and in case the Company shall neglect to exhibit and keep either or any of such Lights burning as aforesaid they shall forfeit and pay for every such Neglect the Sum of Ten Pounds.

19. Previously to commencing the said Bridge the Company shall, at their Expense, clear away and entirely remove all Deposits and Banks near the Eastern End of the said Bridge, to the Satisfaction of the said Lord High Admiral or of the said Commissioners for executing the Office of Lord High Admiral.

20. It shall not be lawful for the Company or any Person or Persons acting under them to detain any Vessel, Barge, or Boat navigating the River *Trent* for a longer Space of Time than may be sufficient to admit of any Carriages or Trains regularly traversing the said Railway and approaching the said Bridge to cross the said River *Trent*, and for opening the said Bridge to admit such Vessel, Barge, or Boat to pass; and in case the Company or any Person or Persons acting under them shall detain any such Vessel, Barge, or Boat contrary to the Provisions of this Act, or demand, take, or receive any Toll for the Passage of any Person or Persons, Vessel, Barge, or Boat, the said Company or every Person so offending shall in every such Case forfeit and pay the Sum of Ten Pounds, but nothing in this Act shall prevent any Remedy for Damages which any Party may sustain in respect of any such Detention as aforesaid.

21. If



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Admiralty  
may order  
local Sur-  
vey at Ex-  
pense of  
Company.

21. If at any Time or Times it shall be deemed expedient by the Lord High Admiral of the United Kingdom or the Commissioners for executing the Office of Lord High Admiral to order a local Survey and Examination of any Works of the Company in, over, or affecting any tidal or navigable Water or River or of the intended Site thereof, the Company shall defray the Costs of every 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.

Works af-  
fecting tidal  
Waters  
abandoned  
may be re-  
moved by  
Admiralty  
at Expense  
of Company.

22. If any Work to be constructed by the Company in, under, over, through, or across any tidal Water or navigable River, or if any Portion of any Work which affects or may affect any such Water or River, or Access thereto, shall be abandoned or suffered to fall into Disuse or Decay, 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 Cost and Charge of the Company; and the Amount thereof shall be a Debt due from the Company to the Crown, 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.

Reserving  
Powers of  
Warping.

23. And whereas Charles Winn Esquire is or claims to be the Owner of a Warping Drain situate in the said Parish of Frodingham near to and on the North Side of the Railway, with Works connected therewith, and it may be desirable that the said Warping Drain and Works shall hereafter be used for the Purpose of warping certain Lands and Grounds lying on the South Side of the Railway: The Company shall at all Times hereafter, on receiving Notice in Writing from the said Charles Winn or other the Owner for the Time being of the said Warping Drain, make and maintain Two Openings underneath the Railway, each of the Width at the Bottom thereof of Fifty-five Feet, and to be formed with a Slope or Batter of One Foot and a Half horizontal to One Foot perpendicular, and such Bottom to be on a Level with the Top of the Sill of the Sluice of the said Warping Drain near the River Trent, for enabling him to warp by means of the said Warping Drain and Works any Lands lying on the South Side of the said Railway.

Powers for  
compulsory  
Purchases  
limited.

24. The Powers by this Act conferred for the compulsory Purchase of Lands shall not be exercised after the Expiration of Two Years from the passing of this Act.

25. The

*The South Yorkshire Railway Amendment Act, 1861.*

25. The Railway shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act granted to the Company for making the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall then be completed. Period for Completion of Railway.

26. If the Railway is not completed and opened for Public Traffic within the Period of Five Years from the passing of this Act, then and from thenceforth the Company or the Directors thereof shall not pay any Dividend to the Shareholders on the ordinary Capital of the Company until the Railway is completed and opened for Public Traffic. Payment of Dividend suspended unless Line opened.

27. The Company and all Persons and Corporations lawfully using their Railway may pass over and use with their Engines and Carriages and Servants, and for the Purposes of Traffic of all Kinds, the Trent, Ancholme, and Grimsby Railway, and the Stations, Sidings, Watering Places, Signals, Signal Posts, and other Machinery, Booking and other Offices, Buildings, Approaches, Works, and Conveniences belonging to or connected with the said Trent, Ancholme, and Grimsby Railway, and the Owners of the said Trent, Ancholme, and Grimsby Railway shall make all requisite Arrangements for that Purpose. Power to use Trent, Ancholme, and Grimsby Railway, and Barnetby Station of the Manchester, Sheffield, and Lincolnshire Railway.

28. The Terms, Conditions, and Regulations to which the Company and such other Persons and Corporations as aforesaid shall be subject in respect of the said Use, and the Tolls or other Consideration to be paid by them for the same, shall, as to the Tolls and Charges to be paid in respect of such User, be a Mileage Rate for the Distance traversed upon the said Trent, Ancholme, and Grimsby Railway equal to that received by the carrying Company upon their own Railway in respect of each Passenger, Animal, Article, Matter, or Thing carried, save that in case such Mileage Rate shall not amount to the gross Sum of Fourpence for every Ton of Coals and Sixpence for every Ton of Iron Ore so carried, such gross Sums shall respectively be the Charges paid; and the other Conditions and Regulations affecting such Use shall be such as are already or may hereafter be agreed upon between the Parties from Time to Time, or such, in case of Difference, as shall be from Time to Time determined by an Arbitrator to be appointed by the Board of Trade; and the Decisions of such Arbitrator shall be binding and conclusive on all the Parties in difference, and the Costs and Expenses of such Arbitrator shall be defrayed as the Arbitrator shall direct; and either of the Companies or such other Persons or Corporations as aforesaid who shall refuse or neglect to perform, observe, and conform to any Decision given or Regulation made by any such Arbitrator in the Premises shall forfeit and pay to such Person or Company as the Arbitrator shall determine any Sum not exceeding Fifty Pounds for every such Offence, and Twenty Pounds for every Day during which such Offence shall continue. Terms of such Use.

[Local.]

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29. The



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Bylaws to be observed.

29. The Company, in using or traversing the said *Trent, Ancholme, and Grimsby* Railway, and in using the Stations and Conviences thereof, in accordance with the Provisions herein before mentioned, shall at all Times observe the Regulations and Bylaws for the Time being in force on the respective Undertakings so used, so far as such Bylaws shall respectively be applicable to the Company.

Company may apply their Funds towards Purposes of Act.

30. It shall be lawful for the Company to apply towards the Purposes of this Act any of the Monies which they are already authorized to raise, and which may not be required by them for the Purposes of their Undertakings.

Power to Company to raise additional Capital.

31. The Company may from Time to Time raise (in addition to the Sums of Money which they are authorized to raise) any further Sums not exceeding in the whole One hundred thousand Pounds, by the Creation of new Shares in their Undertaking, which Shares shall form Part of the general Capital of the Company, and shall be of such Amounts as will allow the same to be conveniently apportioned or disposed of according to the Resolution of any Ordinary or Extraordinary Meeting of the Company; and the Company may from Time to Time, but subject to the Provisions of this Act, fix the Amounts and Times of Payment of the Calls on Shares created under the Powers of this Act, and dispose of such Shares on such Terms and Conditions as may be so resolved upon.

If ordinary Shares at a Premium new Shares to be offered to existing Shareholders.

32. Provided always, That if at the Time of issuing any new Shares under this Act the ordinary Shares of the Company are at a Premium the new Shares issued shall be offered to the then Holders of the ordinary Shares in proportion to the ordinary Shares held by them respectively; and every such Offer shall be made by Letter under the Hand of the Treasurer or Secretary of the Company given to every such Shareholder, or sent by Post addressed to him according to his Address in the Company's Register, or left for him at his usual or last Place of Abode; and every such Offer made by Letter sent by Post shall be considered as made on the Day on which the Letter in due Course of the Post ought to be delivered at the Place to which it is addressed.

Privileges may be attached to new Shares.

33. The Company may, with the Consent of Three Fifths at least of the Votes of their Shareholders present, personally or by Proxy, at any Extraordinary Meeting convened with due Notice of the Object, attach to all or any of the Shares to be created under the Powers of this Act any preferential Dividend, with or without other Privileges, which the Company may think fit, and may attach to the said Shares a Condition that the same may be redeemed upon Conditions to be stated in the Resolutions creating the same, and for the Purpose of redeeming the same or any Part thereof the Company may create and issue from Time

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to Time fresh Shares, with or without any special Advantages; provided that any fixed or preferential Dividend to be granted by the Authority of this Act shall not exceed the Rate of Five per Centum per Annum on the Amount for the Time being paid up on such Shares; and provided that if in any Year ending the Thirty-first Day of December there shall not be Profits of the Company available for the Payment of the whole of any such preferential Dividends, the Deficiency shall not be made good out of the Profits of any subsequent Year or out of any other Funds of the Company.

34. Provided always, That any Preference or Priority in the Payment of Interest or Dividend which may be granted in respect of any new Shares created in pursuance of this Act shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any other Shares or Stock which may have been previously granted by the Company, by or in pursuance of or which may have been confirmed by any Act of Parliament passed prior to this Act or which may otherwise be lawfully subsisting.

35. The Amount of any One Call to be made upon the Shares created under the Powers of this Act shall not exceed One Fourth of the Amount of such Shares, and there shall be an Interval of Two Months at least between every Two successive Calls, and not more than Three Fourths of the Amount of each Share shall be called up in any One Year.

36. Every Person who becomes entitled to any Share created under the Powers of this Act shall in respect of the same be a Shareholder in the Company, and (except as otherwise provided by or under the Powers of this Act) shall be entitled to a Dividend with the other Shareholders, proportioned to the Amount for the Time being paid up on such Shares.

37. The Proprietors of any new Shares created under the Powers of this Act shall be entitled to such Number of Votes in respect thereof as the nominal Amount represented by such Shares would have entitled them to if they had been possessed of original Shares in the Company.

38. The Company may from Time to Time, under the Powers of this Act, borrow on Mortgage beyond the Sum now borrowed, by them any additional Sum of Money not exceeding Thirty-three thousand Pounds, but no Part of that Sum shall be borrowed until the whole of the additional Capital by this Act authorized to be raised by new Shares is *bona fide* subscribed for or taken, and One Half thereof is paid up, and until the Company shall procure the Justice, who is to certify



*The South Yorkshire Railway Amendment Act, 1861.*

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

Railway not  
exempt from  
Provisions  
of present  
and future  
General  
Acts.

Not to take  
or use  
Lands, &c.  
of the  
Crown with-  
out Consent.

Short Title.  
Expenses  
of Act.

48. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised for the Purposes of such Act, 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 Company to construct any other Railway or to execute any other Work or Undertaking.

49. Nothing herein contained shall be deemed or construed to exempt the Railway or the Company from the Provisions of any General Act relative to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this 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 to be taken by the Company, or of the Rates for small Parcels.

50. Nothing contained in this Act shall authorize the Company to take, use, or in any Manner interfere with any Foreshore, belonging to the Crown, if any, or any other Land, Soil, Tenements, or Hereditaments, or any Rights of whatsoever Nature, if any, belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give); neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

51. This Act may be cited as "The South Yorkshire Railway Amendment Act, 1861," and all the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

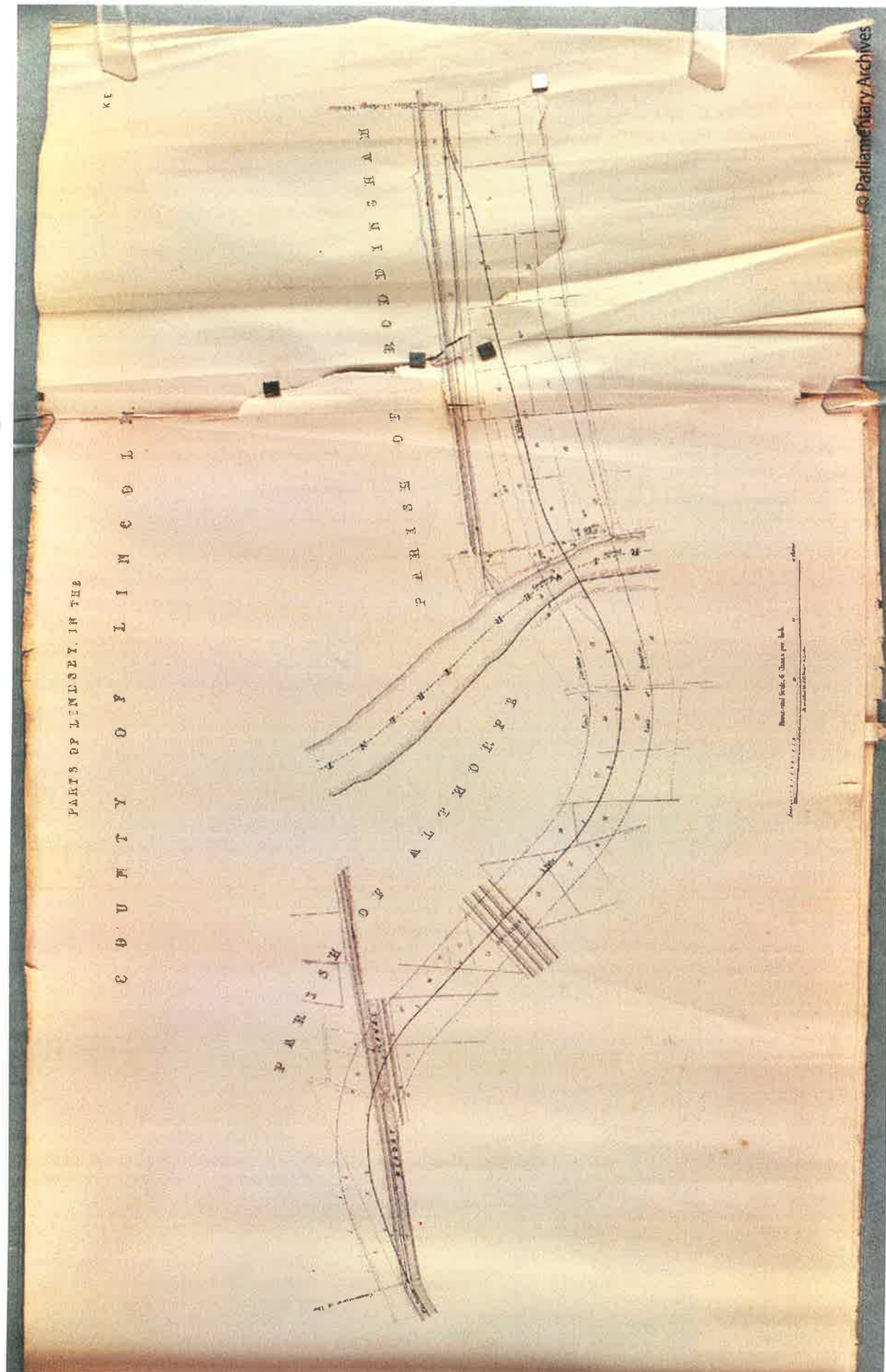
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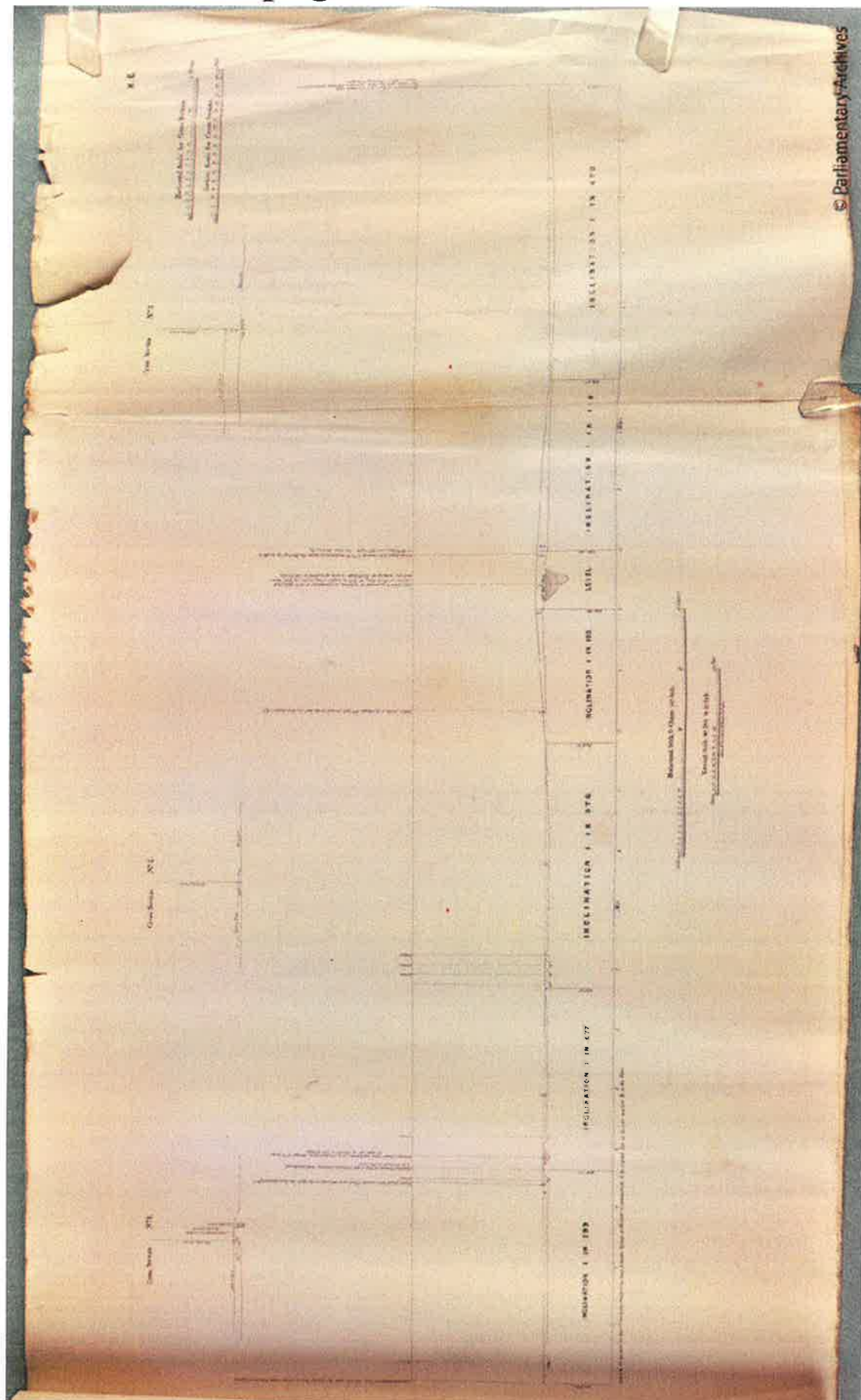
Printers to the Queen's most Excellent Majesty, 1861.



### Document 3

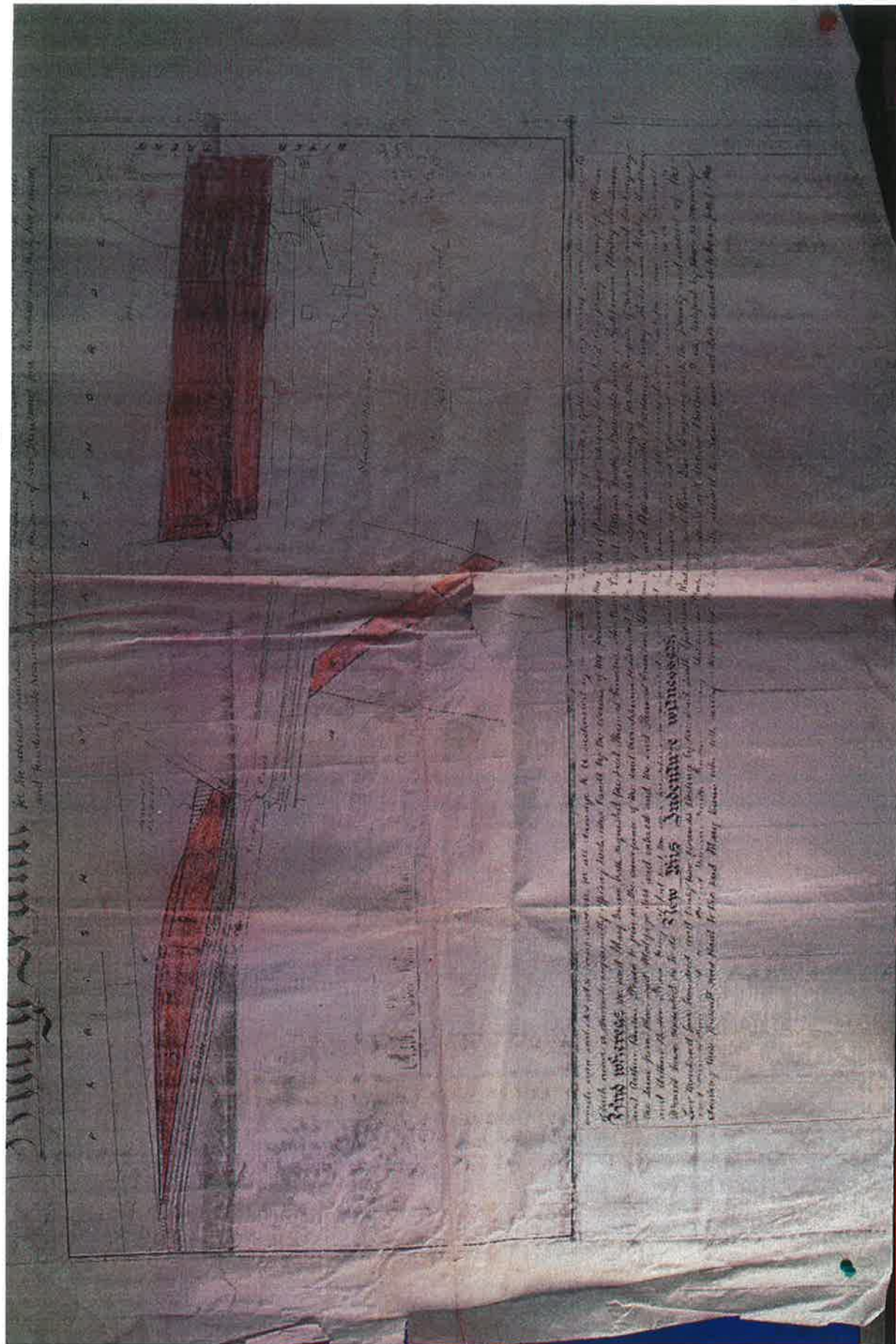


# Document 3 page 2





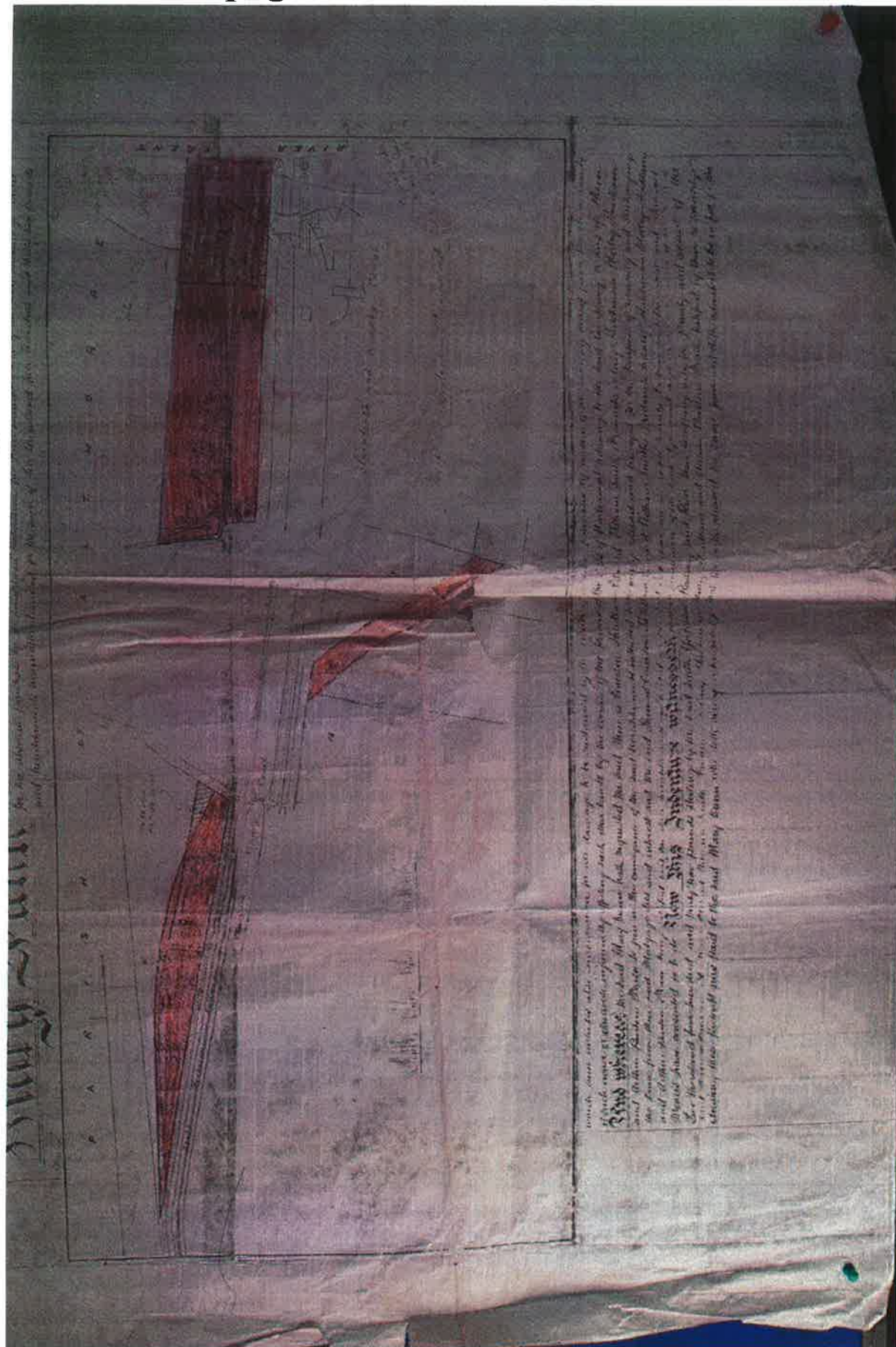
# Document 4





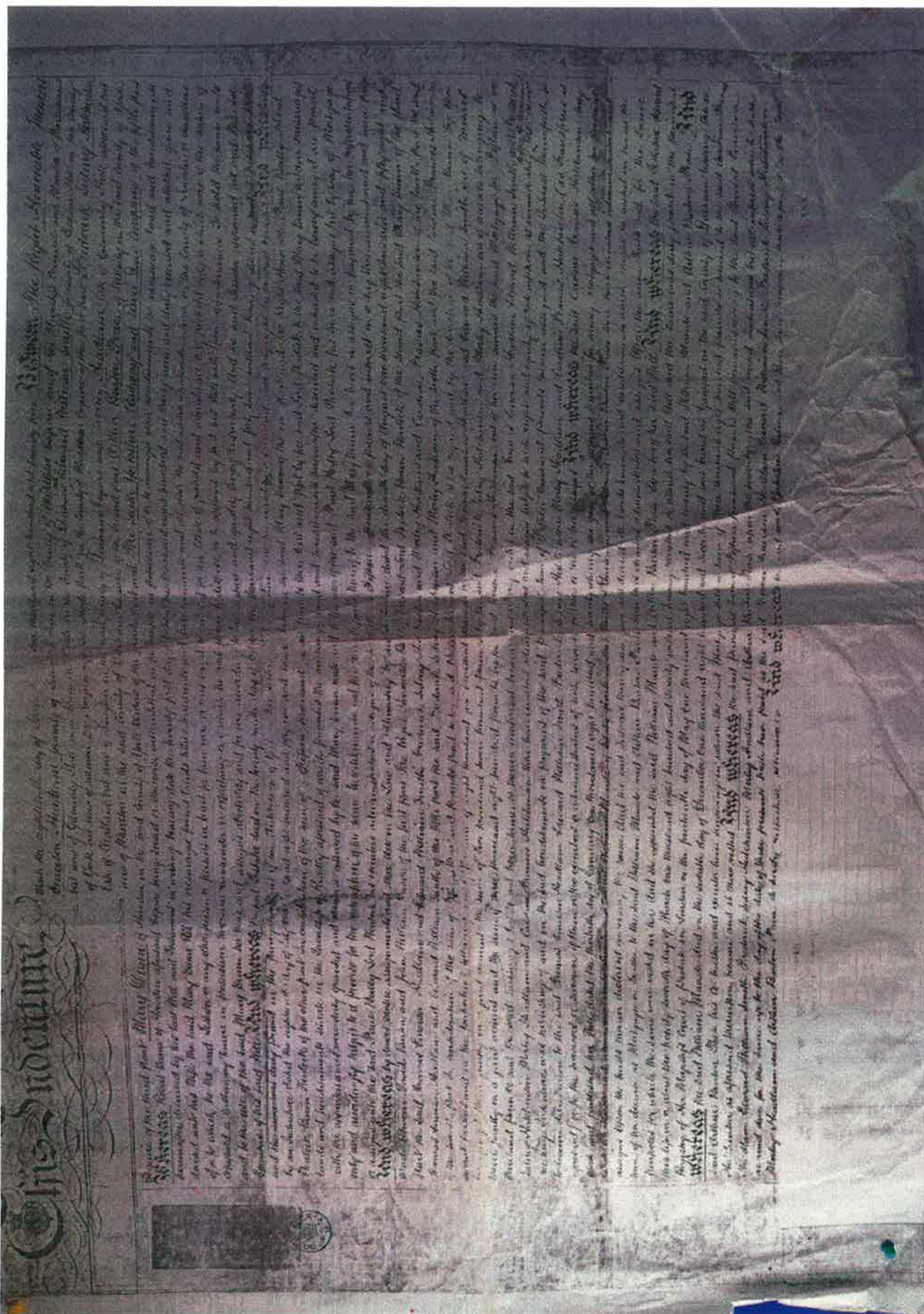








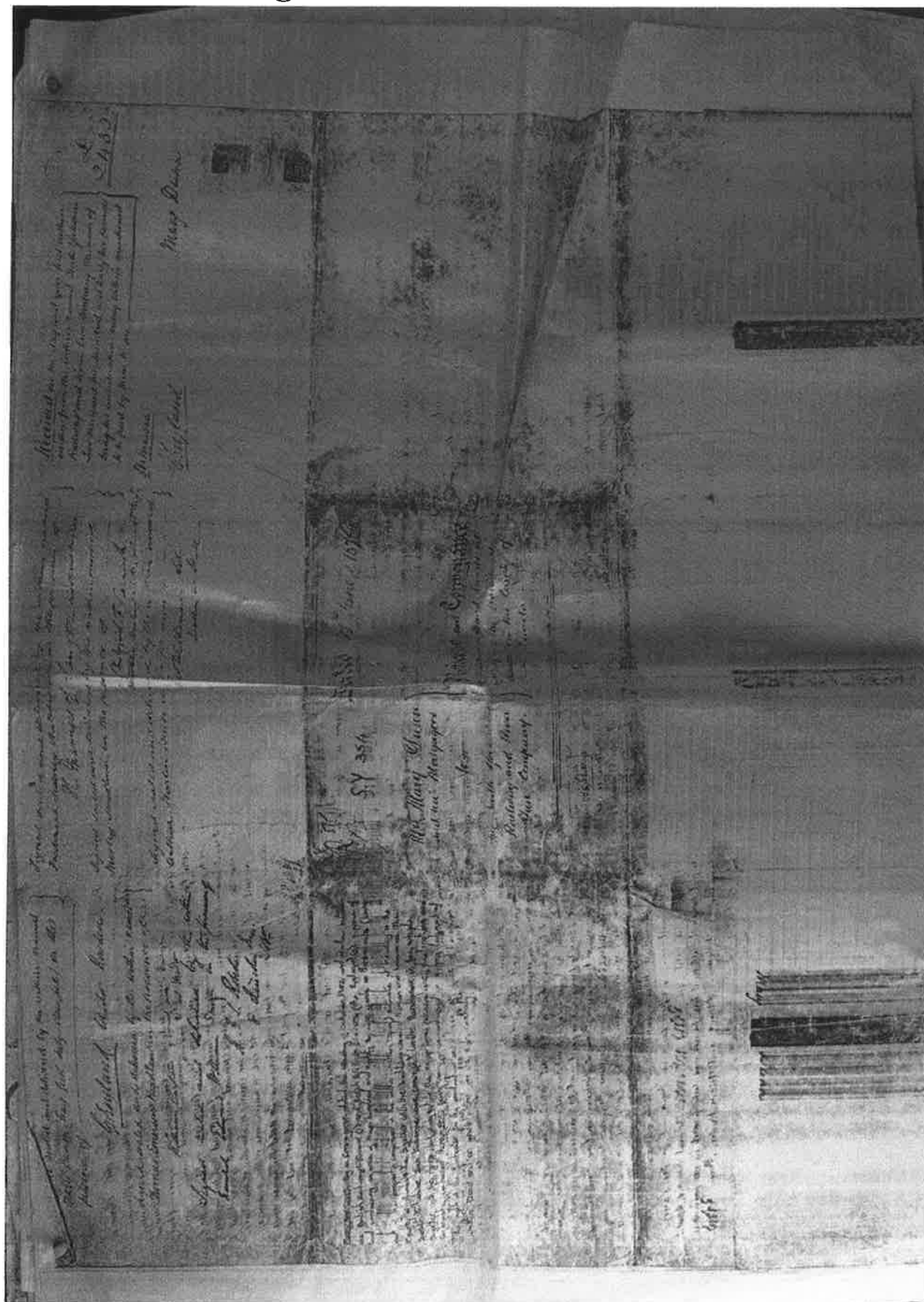








# Document 4. Page 6





ANNO VICESIMO QUARTO & VICESIMO QUINTO

## VICTORIÆ REGINÆ.

### Cap. clvi.

An Act to authorize the Construction in *Lincolnshire* of a Railway from the River *Trent*, across the River *Ancholme*, to the *Manchester, Sheffield, and Lincolnshire* Railway. [22d July 1861.]

WHEREAS a Railway from the River *Trent* near *Keadby* across the River *Ancholme* and joining the *Manchester, Sheffield, and Lincolnshire* Railway at *Barnby-le-Wold* would be very beneficial to the Mineral District which it would traverse, and would be of public Advantage by effecting a Communication between the said District and the *Trent* on the one hand, and the Port of *Grimsby* on the other hand: And whereas great Progress has been made in the Construction upon the Land of *Charles Winn* Esquire, and at the Expense of his Lessees, Messieurs *William Henry Dawes* and *George Dawes*, of so much of the said Railway as will lie between the Rivers *Trent* and *Ancholme*; and the Persons herein-after named, with others, are willing at their own Expense to complete the Construction of the Railway: And whereas a Plan and Section of the Railway, showing the Line and Levels thereof, with a Book of Reference to the Plan containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the Lands through

[Local.] 25 M which

2254

24° & 25° VICTORIÆ, Cap. clvi.

### *The Trent, Ancholme, and Grimsby Railway Act, 1861.*

which the said Railway passes or is intended to pass, have been deposited with the Clerk of the Peace for the Parts of *Lindsey* in *Lincolnshire*: And whereas the estimated Expense of completing the Railway is Eighty thousand Pounds; And whereas it is expedient that the *South Yorkshire* Railway Company, with whose Undertaking the said Railway is intended to be connected at its Western End, and the *Manchester, Sheffield, and Lincolnshire* Railway Company, whose Undertaking the intended Railway will join at its Eastern End, should be authorized to enter into the Arrangements herein-after contained with respect to the working and Management of the intended Railway; but the Purposes aforesaid cannot be accomplished 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, as follows:

8 & 9 Vict.  
c. 16. 18.  
& 20., and  
23 & 24 Vict.  
c. 106. in-  
corporated.

1. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Railways Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," shall be incorporated with and form Part of this Act.

Subscribers  
incorporated.

2. *Rowland Winn, William Henry Dawes, John Chapman, William Fenton*, the Right Honourable *John Parker*, and *George Spofforth Lister*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purposes of the Undertaking, and such Company shall be incorporated by the Name of "*The Trent, Ancholme, and Grimsby* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking within the Restrictions herein and in the said Acts contained, and their Undertaking shall be called "*The Trent, Ancholme, and Grimsby* Railway."

Capital.

3. The Capital of the Company shall be One hundred and twenty thousand Pounds, and shall be divided into Twelve thousand Shares of Ten Pounds each.

As to Allot-  
ment of  
Shares to  
Mr. Winn.

4. Immediately after the Quantity of Land to be purchased of the said *Charles Winn* by the Company, and the Price to be paid for the same have been determined either by Agreement or by Arbitration, the said *Charles Winn* shall execute and shall obtain the Concurrence of all proper Parties in the Execution of a Deed of Conveyance to the Company in pursuance of the Provisions in "The Lands Clauses Consolidation Act, 1845," and at the Expense of the Company, of the Land

DOCUMENT 5

DOCUMENT 5



*The Trent, Ancholme, and Grimsby Railway Act, 1861.*

which the said Railway passes or is intended to pass, have been deposited with the Clerk of the Peace for the Parts of *Lincolnshire*; And whereas the estimated Expense of completing the Railway is Eighty thousand Pounds; And whereas it is expedient that the *South Yorkshire Railway Company*, with whose Undertaking the said Railway is intended to be connected at its Western End, and the *Manchester, Sheffield, and Lincolnshire Railway Company*, whose Undertaking the intended Railway will join at its Eastern End, should be authorized to enter into the Arrangements herein-after contained with respect to the working and Management of the intended Railway; but the Purposes aforesaid cannot be accomplished 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, as follows:

8 & 9 Vict.  
cc. 16, 18,  
& 20, and  
23 & 24 Vict.  
c. 106, in-  
corporated.

Subscribers  
incorporated.

Capital.

As to Allot-  
ment of  
Shares to  
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1. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Railways Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," shall be incorporated with and form Part of this Act.

2. *Rowland Winn, William Henry Dawes, John Chapman, William Fenton, the Right Honourable John Parker, and George Spofforth Lister*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purposes of the Undertaking, and such Company shall be incorporated by the Name of "*The Trent, Ancholme, and Grimsby Railway Company*," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking within the Restrictions herein and in the said Acts contained, and their Undertaking shall be called "*The Trent, Ancholme, and Grimsby Railway*."

3. The Capital of the Company shall be One hundred and twenty thousand Pounds, and shall be divided into Twelve thousand Shares of Ten Pounds each.

4. Immediately after the Quantity of Land to be purchased of the said *Charles Winn* by the Company, and the Price to be paid for the same have been determined either by Agreement or by Arbitration, the said *Charles Winn* shall execute and shall obtain the Concurrence of all proper Parties in the Execution of a Deed of Conveyance to the Company in pursuance of the Provisions in "The Lands Clauses Consolidation Act, 1845," and at the Expense of the Company, of the Land

50

*The Trent, Ancholme, and Grimsby Railway Act, 1861.*

so required, and there shall then be forthwith allotted to the said *Charles Winn* or to his Nominees in the Books of the Company Shares in nominal Value equal to such Price, and such Shares shall be deemed paid up in full, and Certificates for the same shall be delivered to the said *Charles Winn* or to his Nominees, and to the said Shares shall be attached all the Incidents, Privileges, and Advantages which attach to the ordinary Shares of the Company fully paid-up.

5. Within One Month after the passing of this Act, or as soon thereafter as conveniently may be, the said *William Henry Dawes* and *George Dawes* shall deliver to the Company an Account of the Money expended by them down to the passing of this Act upon the Construction of the Railway; and if any Difference arises between them and the Company as to the Amount of such Expenditure, such Difference shall be settled between them and the Company by Arbitration in the Manner prescribed by "The Railways Clauses Consolidation Act, 1845;" and any Agreement already entered into between the said *Messieurs Dawes* and the Company or Persons acting on behalf of the Company touching such Arbitration shall be binding.

6. When the Amount so expended by the said *Messieurs Dawes* shall be settled, either by Agreement between them and the Company or by Arbitration, there shall be forthwith allotted to the said *Messieurs Dawes* in the Books of the Company Shares in nominal Value equal to that Amount, and such Shares shall be deemed paid up in full, and Certificates for the same shall be delivered to the said *Messieurs Dawes*, and to the said Shares shall be attached all the Incidents, Privileges, and Advantages which attach to the ordinary Shares of the Company fully paid up.

7. One Fifth of a Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Three Months at the least shall be the Interval between successive Calls, and Three Fifths of the Amount of a Share shall be the utmost aggregate Amount of Calls that may be made in any One Year upon any Share.

8. The Company may borrow on Mortgage any Sums not exceeding in the whole the Sum of Forty thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Sum of Eighty thousand Pounds remaining to be expended shall have been subscribed for, and One Half of the total Capital of One hundred and twenty thousand Pounds shall have been actually expended.

9. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *February* or *March* and *August* or *September* in every Year.

10. The

As to Ex-  
penditure by  
Messieurs  
Dawes.

As to Allot-  
ment of  
Shares to  
them.

Calls.

Power to  
borrow on  
Mortgage.

First and  
other Meet-  
ings.

*The Trent, Ancholme, and Grimsby Railway Act, 1861.*

Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations, that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the Railway for public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred, by the Officer or Person in whose Name they shall then be deposited or invested, to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of Great Britain and Ireland; provided that at any Time after the passing of this Act, if a Bond in twice the Amount of the said Sum of Six thousand four hundred Pounds shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of and such Surety or Sureties to be approved by the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Six thousand four hundred Pounds if the Company shall not within the Time limited for the Completion of the Railway either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if such a Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order, as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money and the Interest or Dividends thereof would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the

*The Trent, Ancholme, and Grimsby Railway Act, 1861.*

the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

22. The Communication between the Railway hereby authorized and the *Manchester, Sheffield, and Lincolnshire* Railway, and all such Interferences with the Works of the said Railway as may be necessary or convenient for effecting such Communication, shall be made under the Direction and Superintendence of the Engineer for the Time being of the *Manchester, Sheffield, and Lincolnshire* Railway Company; and in case of any Difference arising as to the Mode of effecting the Communication, the same shall be determined by a Referee to be appointed at the Cost of the Company by the Board of Trade on the Application of either Company.

Communication with *Manchester, Sheffield, and Lincolnshire* Railway to be made under the Direction of their Engineer.

23. Excepting as is by this Act specially provided, nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to take or enter upon any of the Lands belonging to the *Manchester, Sheffield, and Lincolnshire* Railway Company, or to alter, vary, or interfere with their Railway or any of the Works thereof, further or otherwise than is necessary for the convenient Junction and Intercommunication between their said Railway and the Railway hereby authorized, without the Consent in Writing of the *Manchester, Sheffield, and Lincolnshire* Railway Company in every Instance for that Purpose first had and obtained.

Not to take Lands or interfere with Works of *Manchester, Sheffield, and Lincolnshire* Railway Company without Consent.

24. The *Manchester, Sheffield, and Lincolnshire* Railway Company may from Time to Time erect such Signals and Conveniences incident to the Junction, and appoint and remove such Watchmen, Switchmen, or other Persons as may be necessary for the Prevention of Danger to or Interference with the Traffic at and near the said Junction; and the working and Management of such Signals and Conveniences, whether on the Land of the *Manchester, Sheffield, and Lincolnshire* Railway Company or on Land of the Company, shall be under the exclusive Management and Regulation of the *Manchester, Sheffield, and Lincolnshire* Railway Company; and all the Expense of erecting and maintaining such Signals and Conveniences, and of the Wages of such Watchmen, Switchmen, and other Persons, and all incidental current Expenses, shall at the End of every Half Year be repaid by the Company, and in default of such Repayment the Amount of such Expenses and Wages may be recovered from the Company in any Court of competent Jurisdiction.

As to Expense of Signals, Watchmen, &c.

25. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *Manchester, Sheffield, and Lincolnshire* Railway Company otherwise than is herein expressly provided.

Saving the Rights of the Company.

26. Subject



*The Trent, Ancholme, and Grimsby Railway Act, 1861.*

Width of Twelve Feet, and the Bottom of the said Opening shall be on a Level with the Top of the Sill of the Sluice of the *Brumby* Sewer situate next the River *Trent* in the said Parish of *Frodingham*; Provided also, that in carrying the Railway over the *Bottesford Beck*, situate partly in the Township of *Scunthorpe*, and numbered 42 in the said deposited Plans, and partly in the Parish of *Appleby*, and numbered 1 in the same Plans, there shall be made under the said Railway a clear Opening of the Width of Ten Feet, and the Bottom of the said Opening shall be not less than Five Feet below the natural Surface of the Land at such Opening.

Company  
required to  
repair any  
specific  
Damage.

31. If any Person has sustained or at any Time hereafter shall sustain any Damage or Injury in his or their Lands by or in any consequence of any lowering already done or hereafter to be done of any of the Banks of any of the Rivers, Sewers, Cuts, Drains, or Water-courses within the said Levels within the said Wapentakes of *Manley*, *Corringham*, and *Aslaoce*, by reason of the Construction of the Railway or other Works of the Company, or from any Defects in the same Works, then and in every such Case the said Company shall and they are hereby required to make good such Damage and to make such Banks or Works sufficiently good, substantial, and perfect.

Company to  
keep Works  
in repair,  
and make  
good any  
Damage  
hereafter.

32. The Company shall at all Times hereafter, at their own Expense, well and sufficiently repair and maintain all Works constructed or to be constructed for or in connexion with the said Railway; and if at any Time after the said Railway shall have been completed, any Obstruction or Injury shall be occasioned to the Drainage or to any of the Works, Aids, and Defences of the said Levels from the Formation of any Works of the said Railway, or from the working of the said Railway, or from the State in which any Part of the Works of the said Railway shall then be, the Company shall make good and repair such Injury immediately after the Discovery thereof, and shall also make full Compensation to the said Commissioners and to any Person who shall be aggrieved by reason of such Obstruction or Injury.

Saving  
Rights of the  
Ancholme  
Commis-  
sioners.

33. Excepting as by this Act expressly provided, nothing in this Act shall extend or be construed to extend to diminish, alter, prejudice, affect, or take away any of the present or future 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 or any of their Agents, Servants, or Workmen to alter, divert, or obstruct the Course or Channel of the said River *Ancholme* or any Branch thereof, or any Rivers, Streams, Canals, Cuts, Aqueducts, Tunnels, or Drains communicating therewith, or any other Rivers, Streams, Canals, Cuts, Aqueducts, Tunnels, or Drains belonging to or under the Manage-

ment

*The Trent, Ancholme, and Grimsby Railway Act, 1861.*

ment or Control of the said Commissioners, or to destroy or injure any Weirs, Abutments, Flood Gates, Culverts, Towing-paths, Cesses, or other Works belonging to or under the Management or Control of the said Commissioners, or belonging to or connected with or relating to or affecting the said River *Ancholme* or the Navigation thereof, or the Drainage of the Lands within the said Level, without the Consent in Writing of the said Commissioners or their Clerk or Surveyor for the Time being for that Purpose first obtained; and also that all and singular the Works of the Company, and all Lands, Tenements, and Hereditaments which may be taken or held by the Company, shall, so far as relates to or concerns the said Level of *Ancholme*, be under and subject to the Control, Survey, Order, Direction, and Management of the said Commissioners, and shall be liable to all Drainage and other Rates, Taxes, and Impositions imposed or to be imposed by the said Commissioners in like Manner as other Works and other Lands, Tenements, and Hereditaments within the said Level now are or hereafter may be under and subject and liable to the same respectively, save that the same shall be rated at their Agricultural Value.

34. For the Purpose of carrying the Railway over the new River *Ancholme* the Company shall at their own Expense make a good and substantial Bridge of Stone, Brick, Iron, or Wood, and of the Form and Construction herein-after mentioned; that is to say, the Foundations of the Bridge or the Piles or Pillars upon which the same shall be placed shall be perpendicular, and the Abutments of such Bridge shall be parallel with the said River, and the clear Height of the Arch of such Bridge for the Width of Fifteen Feet in the Centre of the River shall not be less than Fifteen Feet Six Inches above the Top of the Waste Weir of the Sluice situate in the Parish of *South Ferryby* at the Outfall of the said River into the River *Humber*; there shall be but One Arch or Opening over the said River and the Towing-path or Cess on the East Side of the same, and the Span of the same shall be such as to leave thereunder a clear Space free from Obstructions of the Breadth of at least Ninety-four Feet measured at Right Angles with the said River, in which a clear Waterway of not less than Eighty-two Feet and a Towing-path or Cess of the Breadth of not less than Twelve Feet shall be preserved, and the clear Height of the Arch of such Bridge for a Width of Six Feet at the least in the Centre of such Towing-path or Cess shall not be less than Ten Feet above the Surface Level of the said Towing-path or Cess; and there shall be another Arch or Opening over the Towing-path or Cess on the West Side of the said River, and the Span of the same shall be such as to leave thereunder a clear Space free from all Obstructions of the Breadth of at least Seven Feet measured at Right Angles with the said River, and of the Height

Providing  
for the  
Height and  
Width of  
the Bridge  
over the  
*Ancholme*.

of

*The Trent, Ancholme, and Grimsby Railway Act, 1861.*

of not less than Ten Feet above the Surface Level of the same Towing-path or Cess, such Height to extend for a Width of Six Feet at the least in the Centre of such last-mentioned Towing-path or Cess; the Surface Level of the said Towing-paths or Cesses aforesaid shall be not more than Three Feet Three Inches above the Top of the Waste Weir of the said Sluice in the Parish of *South Ferriby*.

Penalty on  
Company for  
obstructing  
Ancholme  
Navigation  
during  
building of  
Bridge.

35. The Company shall at all Times during the Construction of the Bridge over the new River *Ancholme*, or of any necessary Repairs thereof, or of the Erection or Repair of any future Bridge in lieu of such Bridge, leave an open and uninterrupted navigable Waterway in the said River at the Place where the said River may be crossed by the said 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 River for a Space of Fifteen Feet in the Centre of the River, and the Period for or during which such Contraction of Waterway to Forty Feet shall continue for any of the Purposes aforesaid 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 Bridge, the said River or the Towing-paths or Cesses thereof respectively shall be so obstructed as that Boats and other Vessels using the same or Horses towing any such Boats or Vessels shall not be able to pass along the said River or Towing-paths 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 herein-before prescribed for a like Space or Spaces of Time amounting in the aggregate to 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 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 and liquidated Damages, the Sum of Ten Pounds for every Day on which any 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, and also in any of the said Cases it shall be lawful for the said Commissioners, at the Costs and Charges of the Company, to remove such Obstruction or Contraction, and to make good all Damage or Injury done to the said River or to the said Towing-paths or Cesses respectively, or any or either of them thereby; and the Company shall pay to the said Commissioners all Costs and Charges by them incurred in or about any such Removal, taking or putting away, or making good as aforesaid.

36. Nothing

*The Trent, Ancholme, and Grimsby Railway Act, 1861.*

36. Nothing herein contained shall empower the Company to stop up, alter, divert, break into, or in any Manner interfere with any River, Canal, Cut, Stream, Drain, or Watercourse within the Limits of the said Level of *Ancholme*, or to cross over or under, cut through, or otherwise interfere with any Barrier, Bank, or other Defence of or within the said Level, so as to injure the same, or to pull up, alter, or otherwise interfere with any Work whatsoever within the said Level and subject to the Jurisdiction of the said Commissioners (save and except for the Purpose of constructing and maintaining the said Bridge over the new River *Ancholme*, according to the Provisions herein-before contained, 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, to be recoverable from the Company in such and the like Ways as the said Damages, Costs, and Charges herein-before mentioned are authorized to be recovered), until such other Rivers, Canals, Cuts, Drains, and Watercourses, with the necessary Sluices, and such other Barriers, Banks, and Defences, and all such other Works as the said Commissioners, or their Engineer or Surveyor, may reasonably deem necessary for the maintaining of the Drainage and Defences of the said Level in an effectual and proper State, shall have been first made and completed by and at the Expense of the Company, under the Direction and to the Satisfaction of the Engineer or Surveyor of the said Commissioners.

*Ancholme*  
Drainage  
Works not  
to be inter-  
fered with  
until others  
equally  
efficient are  
substituted.

37. It shall not be lawful for the Company, without the Consent of the said Commissioners signified in Writing under the Hand of the Clerk, Engineer, or Surveyor of the said Commissioners for the Time being, to contract or diminish the Breadth, Depth, or Capacity of the Channel or Waterway of any River, Canal, Cut, Stream, Drain, or Watercourse, or Work of Drainage within the said Level, or to do any Act whereby the free Passage of the Water or Ice through or along any such River, Canal, Cut, Drain, Stream, or Watercourse, or along or between the Banks, or through or over the Washes thereof, shall, during the Floods or at any other Time, be in any Manner impeded or obstructed, or whereby any Water shall be prevented from passing through or along any Work of Drainage as freely as before the Commencement of the said Railway; and it shall not be lawful for the Company, without such Consent in Writing as aforesaid, to lower or vary the Line or Dimensions, or to injure or weaken the Security of any Barrier or other Bank maintained for protecting any of the Lands within the said Level from Inundation; and it shall not be lawful for the Company to extend any public or private Drainage within the said Level to any Land not previously drained by such public or private Drainage.

Company  
prohibited  
from ren-  
dering  
*Ancholme*  
Drainage  
Works less  
efficient than  
at present,  
and from  
altering  
Drainage  
Districts.

38. The whole of the Works already done or hereafter to be done within the Limits of the said Level in the Formation of the said  
[Local.] 25 P Railway,  
Works of  
Railway to  
be under



*The Trent, Ancholme, and Grimsby Railway Act, 1861.*

Supervision  
of Ancholme  
Commissioners  
Engineer.

Railway, or in any Manner connected therewith, so far as the same may affect or be likely to affect the Drainage and the several Works, Aids, and Defences of the said Level, shall be done and completed, or be altered, done, or completed, as the Case may be, in a Manner satisfactory to the Engineer for the Time being of the said Commissioners, or to any Engineer whom the said Commissioners shall and whom they are hereby authorized to appoint from Time to Time for that Purpose, if they shall think fit.

Company  
required to  
repair any  
specific  
Damage.

39. If any Person or Body has sustained, or at any Time hereafter shall sustain, any Damage or Injury in his or their Lands, Tenements, or Hereditaments, by or in consequence of any lowering already done or hereafter to be done of any of the Banks of any of the Rivers, Canals, Cuts, Drains, or Watercourses within the said Level by reason of, or in connexion with the Construction of the said Railway or other Works of the Company, or from any Defects in the said Company's Works, then and in every such Case the Company shall and they are hereby required to make good such Damage, and to make such Banks or Works sufficiently good, substantial, and perfect.

Company to  
keep Water-  
courses clear  
from Ice  
against their  
Works.

40. The Company shall at all Times, when and as Occasion may arise, take all necessary Measures for removing, and shall remove and cause to pass down with the Stream, so as not to obstruct the Flow of Water, any Ice that may be found at or against any of the Works of the Company in any of the Rivers, Canals, Cuts, Drains, or Watercourses within the said Level; and if the Company shall not so effectually remove the Ice, or if from any Cause whatever any Ice shall so accumulate against any of the said Works of the Company, the Surveyor or any of the Agents or Workmen of the said Commissioners may proceed to remove such Ice, and the Company shall pay and reimburse to the said Commissioners the Amount of any Charges incurred in such Removal.

Company to  
keep Works  
in repair and  
make good  
any Damage  
hereafter.

41. The Company shall from Time to Time and at all Times hereafter, at their own Expense, maintain and keep in complete Repair the said Bridge over the said new River *Ancholme* herein-before authorized or required to be made, and all other Bridges, Culverts, Sluices, Aqueducts, and other Works constructed or to be constructed for or in connexion with the said Railway; and if at any Time after the said Railway shall have been completed any Obstruction or Injury shall be occasioned to the Drainage or to any of the Works, Aids, and Defences of the said Level, or to the Navigation of the River *Ancholme*, or any Canals or Cuts belonging to or under the Management or Control of the said Commissioners, from the Formation of any Works of the said Railway or connected therewith, or from the working of the said Railway, or from the State in which any Part of the Works of the

said

*The Trent, Ancholme, and Grimsby Railway Act, 1861.*

said Railway shall then be, the Company shall remove, make good, and repair such Obstruction or Injury immediately after the Discovery thereof, and shall also make full Compensation to the said Commissioners and to any Corporation, Person, or Persons who shall be aggrieved by reason of such Obstruction or Injury.

42. And whereas *Charles Winn* Esquire is or claims to be the Owner of a Warping Drain situate in the said Parish of *Frodingham*, near to and on the North Side of the Railway, with Works connected therewith, and it may be desirable that the said Warping Drain and Works shall hereafter be used for the Purpose of warping certain Lands and Grounds lying on the South Side of the Railway: The Company shall at all Times hereafter, on receiving Notice in Writing from the said *Charles Winn* or other the Owner for the Time being of the said Warping Drain, make and maintain Two Openings underneath the Railway, each of the Width at the Bottom thereof of Fifty-five Feet, and to be formed with a Slope or Batter of One Foot and a Half horizontal to One Foot perpendicular, and such Bottom to be on a Level with the Sill of the Sluice of the said Warping Drain near the River *Trent*, for enabling him to warp by means of the said Warping Drain and Works any Lands lying on the South Side of the said Railway.

Reserving  
Powers of  
warping.

43. The Company may demand and take for the Use of the Railway, Tolls, and for the Supply of Carriages, Waggon, or Trucks, any Tolls not exceeding the following; (that is to say,)

First, in respect of Passengers conveyed upon the Railway or any Part thereof, as follows: For Passengers.

For every Person, Twopence per Mile; and if conveyed in or upon a Carriage belonging to the Company an additional Sum of One Penny per Mile:

Second, in respect of Animals conveyed upon the Railway, or any Part thereof, as follows: For Animals.

Class 1. For every Horse, Mule, or other Beast of Draught or Burden, Threepence per Mile; and if conveyed in or upon a Carriage belonging to the Company an additional Sum of One Penny per Mile:

Class 2. For every Ox, Cow, Bull, or Neat Cattle, Twopence per Head per Mile; and if conveyed in or upon a Carriage belonging to the Company an additional Sum of One Penny per Mile:

Class 3. For every Calf, Pig, Sheep, Lamb, and other small Animal, One Penny each per Mile; and if conveyed in or upon a Carriage belonging to the Company an additional Sum of One Halfpenny per Mile:

Third,

*The Trent, Ancholme, and Grimsby Railway Act, 1861.*

Supervision  
of Ancholme  
Commissioners En-  
gineer.

Railway, or in any Manner connected therewith, so far as the same may affect or be likely to affect the Drainage and the several Works, Aids, and Defences of the said Level, shall be done and completed, or be altered, done, or completed, as the Case may be, in a Manner satisfactory to the Engineer for the Time being of the said Commissioners, or to any Engineer whom the said Commissioners shall and whom they are hereby authorized to appoint from Time to Time for that Purpose, if they shall think fit.

Company  
required to  
repair any  
specific  
Damage.

39. If any Person or Body has sustained, or at any Time hereafter shall sustain, any Damage or Injury in his or their Lands, Tenements, or Hereditaments, by or in consequence of any lowering already done or hereafter to be done of any of the Banks of any of the Rivers, Canals, Cuts, Drains, or Watercourses within the said Level by reason of or in connexion with the Construction of the said Railway or other Works of the Company, or from any Defects in the said Company's Works; then and in every such Case the Company shall and they are hereby required to make good such Damage, and to make such Banks or Works sufficiently good, substantial, and perfect.

Company to  
keep Water-  
courses clear  
from Ice  
against their  
Works.

40. The Company shall at all Times, when and as Occasion may arise, take all necessary Measures for removing, and shall remove and cause to pass down with the Stream, so as not to obstruct the Flow of Water, any Ice that may be found at or against any of the Works of the Company in any of the Rivers, Canals, Cuts, Drains, or Watercourses within the said Level; and if the Company shall not so effectually remove the Ice, or if from any Cause whatever any Ice shall so accumulate against any of the said Works of the Company, the Surveyor or any of the Agents or Workmen of the said Commissioners may proceed to remove such Ice, and the Company shall pay and reimburse to the said Commissioners the Amount of any Charges incurred in such Removal.

Company to  
keep Works  
in repair and  
make good  
any Damage  
hereafter.

41. The Company shall from Time to Time and at all Times hereafter, at their own Expense, maintain and keep in complete Repair the said Bridge over the said new River Ancholme herein-before authorized or required to be made, and all other Bridges, Culverts, Sluices, Aqueducts, and other Works constructed or to be constructed for or in connexion with the said Railway; and if at any Time after the said Railway shall have been completed any Obstruction or Injury shall be occasioned to the Drainage or to any of the Works, Aids, and Defences of the said Level, or to the Navigation of the River Ancholme, or any Canals or Cuts belonging to or under the Management or Control of the said Commissioners, from the Formation of any Works of the said Railway or connected therewith, or from the working of the said Railway, or from the State in which any Part of the Works of the

said

*The Trent, Ancholme, and Grimsby Railway Act, 1861.*

said Railway shall then be, the Company shall remove, make good, and repair such Obstruction or Injury immediately after the Discovery thereof, and shall also make full Compensation to the said Commissioners and to any Corporation, Person, or Persons who shall be aggrieved by reason of such Obstruction or Injury.

42. And whereas Charles Winn Esquire is or claims to be the Owner of a Warping Drain situate in the said Parish of Frodingham, near to and on the North Side of the Railway, with Works connected therewith, and it may be desirable that the said Warping Drain and Works shall hereafter be used for the Purpose of warping certain Lands and Grounds lying on the South Side of the Railway: The Company shall at all Times hereafter, on receiving Notice in Writing from the said Charles Winn or other the Owner for the Time being of the said Warping Drain, make and maintain Two Openings underneath the Railway, each of the Width at the Bottom thereof of Fifty-five Feet, and to be formed with a Slope or Batter of One Foot and a Half horizontal to One Foot perpendicular, and such Bottom to be on a Level with the Sill of the Sluice of the said Warping Drain near the River Trent, for enabling him to warp by means of the said Warping Drain and Works any Lands lying on the South Side of the said Railway.

Reserving  
Powers of  
warping.

43. The Company may demand and take for the Use of the Railway, Tolls, and for the Supply of Carriages, Waggons, or Trucks, any Tolls not exceeding the following; (that is to say,)

First, in respect of Passengers conveyed upon the Railway or any Part thereof, as follows: For Passen-  
gers.

For every Person, Twopence per Mile; and if conveyed in or upon a Carriage belonging to the Company an additional Sum of One Penny per Mile:

Second, in respect of Animals conveyed upon the Railway, or any Part thereof, as follows: For Animals.

Class 1. For every Horse, Mule, or other Beast of Draught or Burden, Threepence per Mile; and if conveyed in or upon a Carriage belonging to the Company an additional Sum of One Penny per Mile:

Class 2. For every Ox, Cow, Bull, or Neat Cattle, Twopence per Head per Mile; and if conveyed in or upon a Carriage belonging to the Company an additional Sum of One Penny per Mile:

Class 3. For every Calf, Pig, Sheep, Lamb, and other small Animal, One Penny each per Mile; and if conveyed in or upon a Carriage belonging to the Company an additional Sum of One Halfpenny per Mile:

Third,



*The Trent, Ancholme, and Grimsby Railway Act, 1861.*Tonnage on  
Articles of  
Merchan-  
dise.

Third, in respect of Goods and other Things conveyed upon the Railway or any Part thereof, as follows:

Class 4. For all Coals, Coke, Culm, Cannel, Ironstone, Iron Ore, Pig Iron, Bar Iron, Rod Iron, Sheet Iron, Hoop Iron, Plates of Iron, Slabs, Bullets, and Rolled Iron, Limestone, Chalk, Lime, Bricks, Salt, Sand, Fireclay, Cinders, Slag, and Stone, *per Ton per Mile* Twopence; and if conveyed in a Carriage belonging to the Company an additional Sum *per Ton per Mile* of One Halfpenny:

Class 5. For all Dung, Compost, and all Sorts of Manure, and all undressed Materials for the Repair of public Roads or Highways, Charcoal, Stones for building, pitching, and paving, Tiles, Slates, and Clay (except Fireclay), and for Wrought Iron not otherwise specifically classed herein, and for heavy Iron Castings, including Railway Chairs, *per Ton per Mile* One Penny Halfpenny; and if conveyed in a Carriage belonging to the Company an additional Sum *per Ton per Mile* of One Halfpenny:

Class 6. For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, Deals, and Metals (except Iron), Nails, Anvils, Vices, and Chains, and for light Iron Castings, *per Ton per Mile* Twopence Halfpenny; and if conveyed in a Carriage belonging to the Company an additional Sum *per Ton per Mile* of One Penny:

Class 7. For Cotton and other Wools, Drugs, and manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per Ton per Mile* Threepence; and if conveyed in a Carriage belonging to the Company an additional Sum *per Ton per Mile* of One Penny:

For every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, conveyed on a Truck or Platform belonging to the Company, Sixpence *per Mile*; and a like Sum of One Penny Halfpenny *per Mile* for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh.

Tolls for  
propelling  
Power.

44. The Company may demand for the Use of Engines for propelling Carriages on the Railway any Sum not exceeding One Penny *per Mile* for each Passenger or Animal, or for each Ton of Goods or other Articles.

Maximum  
Rates of  
Charge.

45. The maximum Rate of Charge to be made by the Company for the Conveyance of Passengers along the Railway, including the Tolls for the Use of the Railway and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following Sums; (that is to say,)

For

*The Trent, Ancholme, and Grimsby Railway Act, 1861.*

For every Passenger conveyed in a First-class Carriage, Threepence *per Mile*: For Passen-  
gers.

For every Passenger conveyed in a Second-class Carriage, Twopence *per Mile*:

For every Passenger conveyed in a Third-class Carriage, One Penny Farthing *per Mile*:

And the maximum Rates of Charges to be made by the Company for the Conveyance of Animals and Goods, including the Tolls for the Use of the Railway, and Waggons or Trucks, and for locomotive Power, and every other Expense incidental to such Conveyance, except a reasonable Sum for loading, covering, and unloading of Goods at any Terminal Station of such 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, shall not exceed the following Sums; (that is to say,)

For every Animal in Class 1, Fourpence *per Mile*:

For every Animal in Class 2, Threepence *per Mile*:

For every Animal in Class 3, One Penny Halfpenny *per Mile*:

For everything in Class 4 and 5, Twopence *per Ton per Mile*:

For everything in Class 6, Threepence *per Ton per Mile*:

For everything in Class 7, Fourpence *per Ton per Mile*:

And for every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, *per Mile* Sixpence.

46. The following Provisions and Regulations shall be applicable to the fixing of such Tolls and Charges; (that is to say,)

Regulations  
as to the  
Tolls.

For Articles or Persons conveyed on the Railway for a less Distance than Four Miles the Company may demand Tolls and Charges as for Four Miles:

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

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

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

[Local.]

25 Q

With

*The Trent, Ancholme, and Grimsby Railway Act, 1861.*

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, and so on in proportion for any smaller Quantity:

No Station is to be considered a Terminal Station in regard to any Goods conveyed on the Railway which have not been received thereat direct from the Consignor of such Traffic, or are not directed to be delivered thereat to the Consignee.

Tolls for  
small Par-  
cels and  
Articles  
of great  
Weight.

47. And with respect to small Packages and single Articles of great Weight, be it enacted, That, notwithstanding the Rates of Tolls prescribed by this Act, the Company may lawfully demand Tolls not exceeding the following; (that is to say.)

For the Carriage on the Railway or any Part thereof of any Parcel not exceeding Seven Pounds in Weight, Fourpence:

For the Carriage of any Parcel exceeding Seven Pounds, but not exceeding Twenty-eight Pounds in Weight, Sixpence:

For the Carriage of any Parcel exceeding Twenty-eight Pounds, but not exceeding Fifty-six Pounds in Weight, One Shilling:

And for the Carriage of any Parcel exceeding Fifty-six Pounds, but not exceeding Five hundred Pounds in Weight, the Company may demand any Sum which they 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 One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber, or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding Sixpence per Ton per Mile:

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

Passengers  
Luggage.

48. Every Passenger travelling upon the Railway may take with him his ordinary Luggage not exceeding One hundred and twenty Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

49. It

*The Trent, Ancholme, and Grimsby Railway Act, 1861.*

49. It shall also be lawful for the Company to take for the Use of any Cranes or Weighing Machines erected by the Company of and from the Owner or Person having Charge of any Goods, Articles, or Things, loaded or unloaded, weighed or measured by means of the same, such reasonable Sum as the Company shall from Time to Time appoint.

50. Provided always, That nothing herein contained shall be held to prevent the Company 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 (except small Parcels) by Passenger Trains, or by reason of any other special Service performed by the Company in relation thereto.

51. Provided also, That the Restriction as to the Charges to be made for Passengers shall not extend to any Special Train that may be required upon the Railway, but shall apply only to the ordinary and Express Trains appointed or to be appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railways.

52. If, under the Provisions of this Act or of "The Railways Clauses Consolidation Act, 1845," or any Contract or Agreement authorized by this Act, the Company agree with any other Company for the working by any such other Company of the Railway, then and in such Case during such Contract or Agreement, Tolls and Charges not exceeding such as are authorized by this Act may be demanded and taken by such other Company upon or in respect of the Railway, in accordance with the Terms and Stipulations of such Contract or Agreement, and such Tolls and Charges or any agreed proportionate Part thereof shall be paid over to the Company or be retained by such other Company for their own Use or Benefit, subject to such Deductions, Payments, or Liabilities as may be provided for in such Contract or Agreement.

53. It shall be lawful for the Company to contract from Time to Time with the said Charles Winn, his Heirs, Lessees, and Assigns, and with the Lessees of his Heirs and Assigns, with respect to the Conveyance of Mineral and other Traffic coming from or destined for the Land, Mines, or Quarries of the said Charles Winn and his Heirs, Lessees, and Assigns, or the Lessees of his Heirs and Assigns, and with respect to the Payments to be made and the Facilities to be afforded for such Conveyance.

54. The Company on the one hand, and the Manchester, Sheffield, and Lincolnshire Railway Company and the South Yorkshire Railway and



*The Trent, Ancholme, and Grimsby Railway Act, 1861.*

with Manchester, Sheffield, and Lincolnshire and South Yorkshire Railway Companies.

and River Don Company, or either of them, on the other hand, may from Time to Time enter into Contracts or Arrangements with respect to the following Purposes or any of them; (that is to say,)

The Working, Management, Maintenance, and Repair of the Railway by the contracting Company, and the Collection, Conveyance, and Conduct of the Traffic thereof, and the Supply of any Rolling or Working Stock, or of any Officers or Servants required for such Purposes:

The fixing and levying of the Tolls, Rates, and Charges arising on the Railway or any Part thereof:

The Division between the Companies, Parties to the Contract, of the Receipts arising from the Traffic upon the Railway, and the Payments to be made respectively by the contracting Companies with respect to any of the Matters aforesaid:

Provided always, that during any Agreement for the working of the Railway by either of the before-mentioned Companies, the Railway shall for the Purposes of Toll be deemed continuous with and Part of the Railway of such Company.

Conditions of such Agreements.

55. All Agreements under this Act for the working of the Railway shall be subject to the Approval of the Board of Trade, and no such Agreement authorized by this Act shall in any Manner increase or diminish, alter or affect, any of the Tolls, Rates, or Charges which the Companies Parties thereto are from Time to Time respectively authorized and entitled to demand or take from any Person, but all other Persons shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railways to which the Agreement relates, on the same Terms and Conditions and on Payment of the same Tolls and Charges as if the Agreement were not entered into.

To be first approved by Shareholders.

56. No such Agreement shall have any Operation or Effect unless and until it be submitted to and approved by not less than Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at Extraordinary Meetings of the respective Companies Parties to such Agreement specially convened for the Purpose.

Agreements between Companies may be modified by the Board of Trade.

57. It shall be lawful for the Board of Trade, if they think fit, at the Expiration of Ten Years from the making of any such Agreement, and on the Expiration of every Ten Years from the Period when any Revision thereof shall be made by them, to cause the same to be revised, and the Board of Trade shall have Power to modify the Terms and Conditions of any such Agreement in such Manner as the Board may think necessary, and to declare such Modification to be Part

*The Trent, Ancholme, and Grimsby Railway Act, 1861.*

Part of such Agreement, and the same shall be read and take effect accordingly.

58. The Company, previously to the Expiration of each decennial Period, shall give such public Notice as the Board of Trade may prescribe that the Board is about to enter on the said Revision, and will entertain Complaints with a view to the Removal of any Evil resulting to the Public from any such Arrangement.

Public Notice at Expiration of decennial Period.

59. Nothing in this Act contained shall lessen or invalidate the Right to make Contracts which any of the said Three Companies may derive from "The Railways Clauses Consolidation Act, 1845," or from the General Law, or from special Enactment.

Saving existing Right to contract.

60. It shall not be lawful for the Company, out of any Money by this Act 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 Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder 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.

61. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised for the Purposes of such Act, 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 Company to construct any other Railway or to execute any other Work or Undertaking.

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

62. Nothing herein contained shall be deemed or construed to exempt the Railway or the Company from the Provisions 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 this 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 to be taken by the Company, or of the Rates for small Parcels.

Railway not exempt from Provisions of present and future General Acts.

[Local.]

25 R

63. This

*The Trent, Ancholme, and Grimsby Railway Act, 1861.*

Short Title.  
Expenses of  
Act.

63. This Act may be cited as "The Trent, Ancholme, and Grimsby Railway Act, 1861;" and all the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1861.



ANNO VICESIMO QUARTO &amp; VICESIMO QUINTO

## VICTORIÆ REGINÆ.

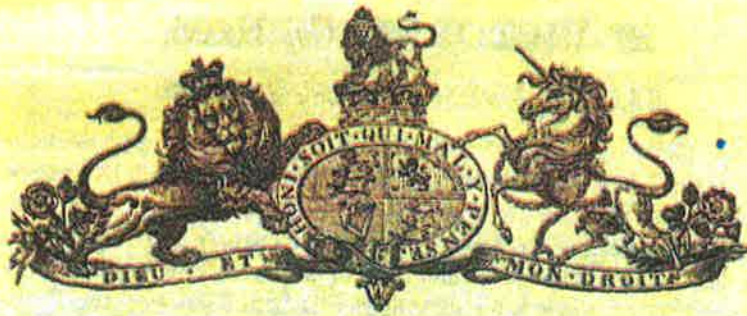
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## Cap. clvii.

An Act for enabling the *Stockton and Darlington*  
Railway Company to raise additional Capital;  
and for other Purposes. [22d July 1861.]

WHEREAS by the Act (Local) of the Session of the First and 1 & 2 G. 4.  
Second Years of George the Fourth, Chapter Forty-four, the c. xlv.  
*Stockton and Darlington* Railway Company (in this Act  
called the *Stockton and Darlington* Company) were incorporated and  
were authorized to make and maintain the *Stockton and Darlington*  
Railway, and other Acts were afterwards passed with respect to the  
Company: And whereas by "The *Stockton and Darlington* Railway 21 & 22 Vict.  
(Amalgamation) Act, 1858," several Acts relating to the *Stockton* and c. cxvi.  
*Darlington* Company were repealed, and (Section 9) the Company were  
re-incorporated as from the Thirteenth Day of July One thousand eight  
hundred and forty-nine, by their original Name of Incorporation; and  
(Section 10) the respective Shareholders of the *Wear Valley* Railway Com-  
pany (in this Act called the *Wear Valley* Company), the *Middlesbrough*  
and *Redcar* Railway Company (in this Act called the *Redcar* Company),  
the *Middlesbrough and Guisbrough* Railway Company (in this Act called  
the *Guisbrough* Company), the *Darlington and Barnard Castle* Railway  
Company (in this Act called the *Barnard Castle* Company), and the  
[Local.] 25 S *Stockton*





ANNO VICESIMO NONO

# VICTORIÆ REGINÆ.

\*\*\*\*\*

## Cap. lxxxvi.

An Act to authorize the *South Yorkshire Railway and River Dun Company* to widen and improve a Portion of their Railway, and to abandon other Portions thereof; and for other Purposes relating to the same Railway.

[11th June 1866.]

**W**HEREAS by the Construction of Railways between *Doncaster* and *Thorne*, authorized by "The *South Yorkshire Railway Acts*, 1861, 1862, and 1863," a Portion of the *South Yorkshire Railway* has been rendered useless, and it is expedient that Authority be given to the Company to disuse the same, and it is also expedient that the Portion of the same Railway lying between the Town of *Thorne* and *Keadby* on the *Trent* should be widened and improved, and that the other Powers herein-after contained should be conferred upon the Company, and the Company are willing, at their own Expense, to improve their Railway between those Places: And whereas by virtue of "The *South Yorkshire Railway and River Dun Company's Transfer Act*, 1864," the Undertaking of that Company is vested in the *Manchester, Sheffield, and Lincolnshire Railway Company* for a long Term of Years in consideration of certain annual Payments prescribed by the said Act and

24 & 25 Vict.  
c. clxix.  
25 & 26 Vict.  
c. cxli.  
26 & 27 Vict.  
cxli.

27 & 28 Vict.  
c. lxxvii.

[Local.]

12 X

the



*The South Yorkshire Railway Act, 1866.*

the Agreement confirmed thereby : And whereas Plans and Sections showing the Lines and Levels of the Improvements and Deviations authorized by this Act, and also a Book of Reference containing the Names of the Owners and Lessees or reputed Owners and Lessees and of the Occupiers of the Lands required or which may be taken for the Purposes thereof, have been deposited with the Clerks of the Peace for the West Riding of Yorkshire and the Parts of Lindsey in Lincolnshire respectively : And whereas the Purposes aforesaid cannot be effected without the Authority of Parliament : May it therefore please Your Majesty that it may be enacted ; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows ; that is to say,

Short Title. 1. This Act may be cited for all Purposes as "The South Yorkshire Railway Act, 1866."

8 & 9 Vict.  
cc. 16., 18.,  
& 20.,  
23 & 24 Vict.  
c. 106., and  
26 & 27 Vict.  
cc. 92. & 118.  
incorporated.

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and Part I. of "The Railways Clauses Act, 1863," (relating to Construction of a Railway,) and the Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845,"

With respect to the Distribution of the Capital of the Company into Shares ;

With respect to the Transfer or Transmission of Shares ;

With respect to the Payment of Subscriptions and Means of enforcing the Payment of Calls ;

With respect to the Forfeiture of Shares for Nonpayment of Calls ;

With respect to the borrowing of Money by the Company on Mortgage or Bond ;

With respect to the Conversion of the borrowed Money into Capital ;

With respect to the Consolidation of Shares into Stock ;

With respect to the Remedies of the Creditors of the Company against Shareholders ; and

With respect to the Provision to be made for affording Access to the Special Act by all Parties interested ;

And also Parts I. and II. of "The Companies Clauses Act, 1863," relating respectively to Cancellation and Surrender of Shares and to additional Capital are (except when expressly varied by this Act) incorporated with and form Part of this Act.

3. In



## 29° VICTORIÆ, Cap.lxxxvi.

1095

*The South Yorkshire Railway Act, 1866.*

3. In this Act the several Words and Expressions to which by the Acts wholly or partially incorporated with this Act Meanings are assigned shall have in this Act the same respective Meanings unless there be in the Subject or Context something repugnant to such Construction; the Words "the Company" mean the *South Yorkshire Railway and River Don Company*; the Words "the Railways" mean the Deviations and Improvements, and the Works connected therewith, by this Act authorized to be constructed; and the Expression "Superior Courts" or "Court of competent Jurisdiction," or other like Expression in this Act or any Act incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Same Mean-  
ings to  
Words, &c.  
in incorpo-  
rated Acts  
as in this  
Act.

Interpre-  
tation of  
Terms.

4. Subject to the Provisions of this Act and of the Acts wholly or partially incorporated herewith, the Company may make and maintain in the Line and according to the Levels shown on the deposited Plans and Sections the Deviations and Improvements herein-after described, with all proper Stations, Approaches, Works, and Conveniences connected therewith, and may enter upon, take, and use such of the Lands delineated on the said Plans and described in the deposited Books of Reference as may be required for that Purpose:

Power to  
make Rail-  
way accord-  
ing to  
deposited  
Plans.

The Deviations and Improvements herein-before referred to and authorized by this Act are Six Miles and Four Furlongs in Length, and commence in the Township and Parish of *Thorne* at *Maud's Bridge*, pass through *Thorne*, *Hatfield*, *Crowle*, *Belton*, and *Althorp*, and terminate at *Keadby Common Bridge* in the Township of *Keadby* and Parish of *Althorp* in the Parts of *Lindsey* in *Lincolnshire*.

5. It shall be lawful for the Company to apply towards the Construction of the Works authorized by this Act any of the Monies which they are already authorized to raise, and which may not be required by them for the Purposes of their Undertaking; and the Company may for the same Purposes, and also for the general Purposes of their Undertaking, from Time to Time raise, in addition to the Sums of Money which they are already authorized to raise, any further Sums not exceeding in the whole One hundred and fifty thousand Pounds by the Creation of new Shares or Stock in their Undertaking, which Shares or Stock shall form Part of the general Capital of the Company.

Company  
may apply  
their Funds  
towards —  
Purposes of  
Act, and may  
raise addi-  
tional Capital  
by new  
Shares or  
Stock.

6. The Company may, with the Consent of Three Fifths at least of the Votes of their Shareholders present personally or by proxy at any new Shares.

Privileges  
may be  
attached to  
any  
new Shares.



*The South Yorkshire Railway Act, 1866.*

any Extraordinary Meeting convened with due Notice of the Object, attach to all or any of the Shares to be created under the Powers of this Act a preferential Dividend.

Shares not  
to vest until  
One Fifth  
paid up.

7. The Company shall not issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid in respect thereof.

As to the  
Votes of  
Proprietors  
of such  
Shares.

8. The Proprietors of any Shares to be issued under the Authority of this Act shall be entitled to such Number of Votes in respect thereof as the nominal Amount represented by such Shares would have entitled them to if the same had been original Shares of the Company.

Extending  
Dividend on  
new Capital.  
27 & 28 Vict.  
c. lxxvii.

9. The Provision contained in the Third Section of "The *South Yorkshire Railway and River Don Company's (Transfer) Act, 1864*," for the Payment of the Dividends on the Preference Shares or Stock, and of Dividend at the Rate of Five *per Centum per Annum* on the Ordinary Shares or Stock, of the *South Yorkshire Company*, together with One equal Half Part of the clear Profits derived from the Undertaking of the *South Yorkshire Company* after making the Payments specified in the said Section, and all the Provisions in the said Act relating to or securing such Payment, shall apply to the Capital hereby authorized to be raised as though the same Capital had formed Part of the Capital of the Company at the Time of the passing of the said Act, and had been mentioned in the Third Schedule thereto, according as the same shall be raised by way of Preference or Ordinary Stock respectively: Provided that nothing herein contained shall prejudice or affect any Preference or Priority in the Payment of Interest or Dividends on any other Shares or Stock which shall have been granted by the *Manchester, Sheffield, and Lincolnshire Railway Company* in pursuance of, or which may have been confirmed by, any previous Act of Parliament, or which may otherwise be lawfully subsisting.

Power to  
borrow on  
Mortgage.

10. The Company may from Time to Time, under the Powers of this Act, borrow any additional Sum of Money not exceeding Fifty thousand Pounds by Mortgage of their Undertaking, but no Part of that Sum shall be borrowed until the whole of the additional Capital by this Act authorized to be raised by new Shares is *bonâ fide* subscribed for or taken, and One Half thereof is paid up, and until the Company shall prove to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before



*The South Yorkshire Railway Act, 1866.*

across and on the Level of the Roads next herein-after mentioned;  
(that is to say,)

No. on deposited Plan.	Parish.	Description of Road.
33	Thorne - - -	Public.
10	Crowle - - -	Public.
42	Crowle - - -	Public.

Inclination  
of Roads.

17. In altering for the Purposes of this Act the Roads next herein-after mentioned the Company may make the same of any Inclinations not steeper than the Inclinations herein-after mentioned in connexion therewith respectively; (that is to say,)

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
33	Thorne - - -	Public - - -	1 in 18.
10	Crowle - - -	Public - - -	Unaltered.
42	Crowle - - -	Public - - -	Unaltered.

Penalty if  
Line not  
completed.

18. If the said Railways are not completed and opened for public Traffic within the Period of Three Years from the passing of this Act the Company shall be liable to a Penalty at the Rate of Fifty Pounds for every Day after the said Period until such Lines shall be so completed and opened, and the said Penalty shall be deemed a Debt due to Her Majesty in right of Her Crown, and may be recovered accordingly: Provided always, that if the Company has been prevented from completing or opening the said Railways by unforeseen Accident or by Circumstances beyond their Control (of which Fact a Certificate under the Hand of the Secretary of the Board of Trade shall be sufficient Evidence), the Company shall not be liable to the Payment of the same Penalty in respect of the Period during which it shall be certified that they have been so prevented as aforesaid, but the Want of sufficient Funds shall not be held to be a Circumstance beyond their Control.

Railways as  
to Tolls, &c.  
to form Part  
of South  
Yorkshire  
Railway.

19. The Company may demand and take in respect of the Railways the same Tolls and Charges as they are authorized to receive for and in respect of their existing Undertaking as if they were Part of such Undertaking, and the Railways shall in all respects be deemed Part of the *South Yorkshire Railway*.

Company  
may abandon  
Portions of  
Railway.

20. The Company may abandon the Use of such Parts of their Railway as lie between the New Wash or Weir in the Township of *Bentley with Arksey* in the Parish of *Arksey* and *Maud's Bridge* aforesaid in the Township and Parish of *Thorne*; the said Railway



29<sup>th</sup> VICTORIA, Cap.lxxxvi.

1099

*The South Yorkshire Railway Act, 1860.*

so to be disused is situated in the Parishes of *Arksey, Doncaster, Kirk-Sandall, Barnby upon Don, Hatfield, Kirk-Bramwith, Fishlake,* and *Thorne*; and they may also abandon the Use of so much of their Railway between *Thorne* and *Keulby* as is rendered unnecessary by the Deviations hereby authorized.

21. The Company shall not, out of any Money by this Act authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that this Act shall not prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

Interest not to be paid on Calls paid up.

22. The Company shall not, out of any Money by this Act authorized to be raised, pay or deposit any Sum which, by any Standing Order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or to execute any other Work or Undertaking.

Deposits for future Bills not to be paid out of Capital raised under this Act.

23. Nothing herein contained shall be deemed or construed to exempt the Railways by this or the recited Act authorized to be made from the Provisions 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 this 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 to be taken by the Company, or of the Rates for small Parcels.

Railways not exempt from Provisions of present and future General Acts.

24. All Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

Expenses of Act.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1866.



S. 1. 1. DEVIATION.  
SHEET No. 4

COUNTY OF LINCOLN PARTS OF LINDBSEY

PARISH OF CROWLE

PARISH OF ALTHORPE

BELTON

PARISH OF  
CROFT

SCALE OF 1 INCH TO 1 MILE

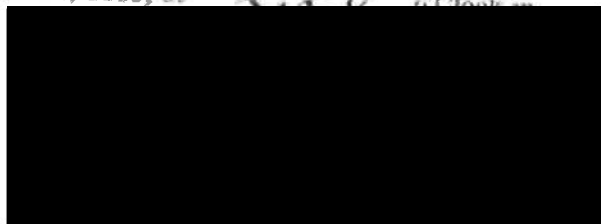
No. in Plan.	Description of Property.	Names of Owners or reputed Owners.	Names of Lessees or reputed Lessees.	Signatures of Owners.
72	Railway, railway banks, slopes, sidings, water land, telegraph posts and wires.	The South Yorkshire Railway and River Don Company, John Beinson Renton, secretary.	The Manchester Sheffield and Lincolnshire Railway Company, Edward Ross, secretary.	The Manchester Sheffield and Lincolnshire Railway Company, the British and Irish Magnetic Telegraph Company, Edward Bradford Bright, secretary.
76	The Stainforth and Keadby canal and banks.	The same.	The same.	The Manchester Sheffield and Lincolnshire Railway Company.
74	Road and bank.	The same, and the Crowle Local Board, Thomas Hodgson, clerk.	The same.	

The Right Honourable Earl Manvers, Lord of the Manor.

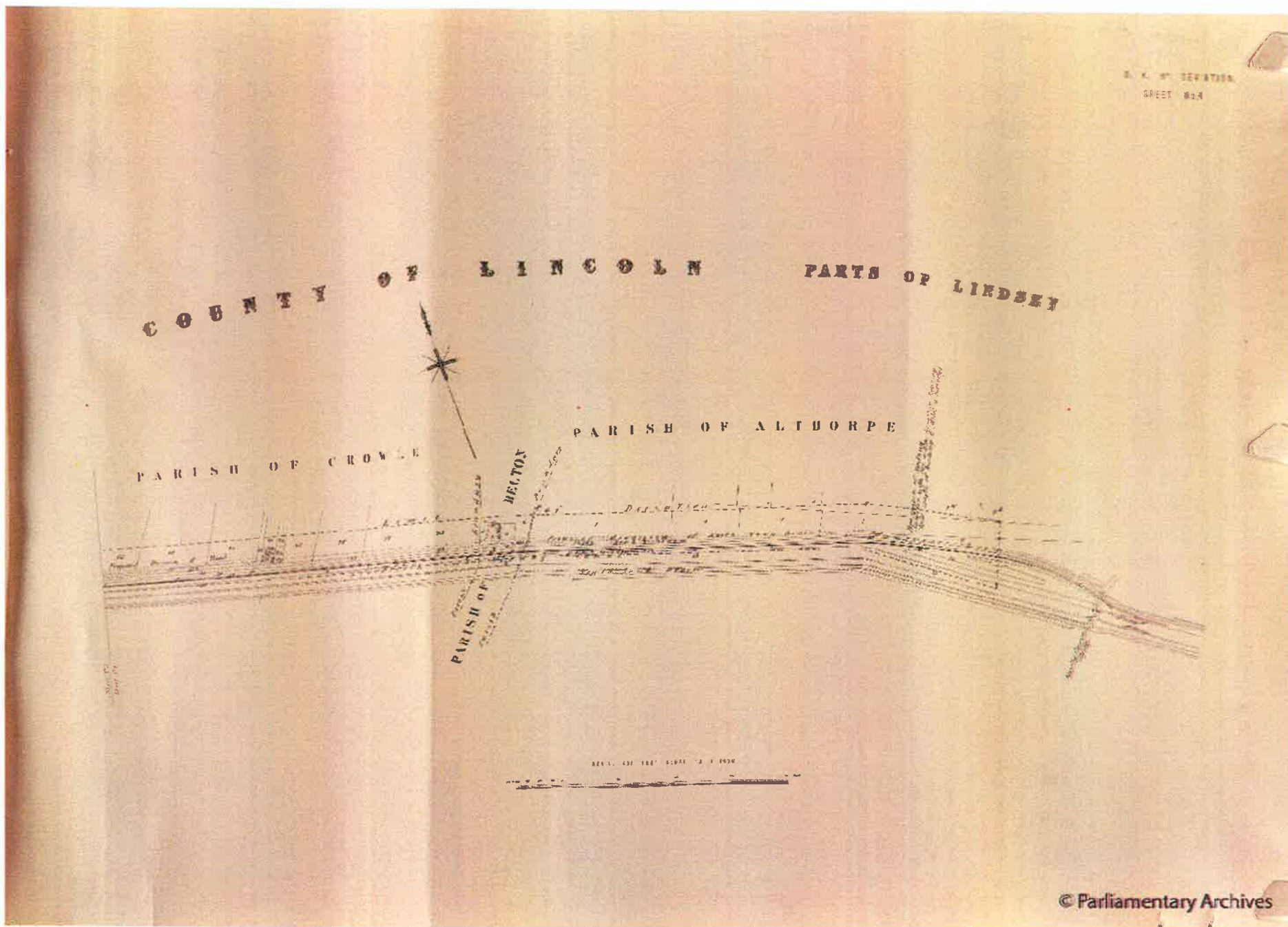
The Reverend Charles Constable, Lord of the Manor of Eastoft.

The Crowle Local Board, Thomas Hodgson, Clerk, Surveyors of the Highways.

Deposited in the Office of the Clerk of the Peace, for the West-Riding of the County of York, at Wakefield, in the said Riding, this Thirtieth day of November, 1865, at 2.30 o'clock in the afternoon.





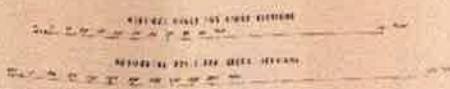
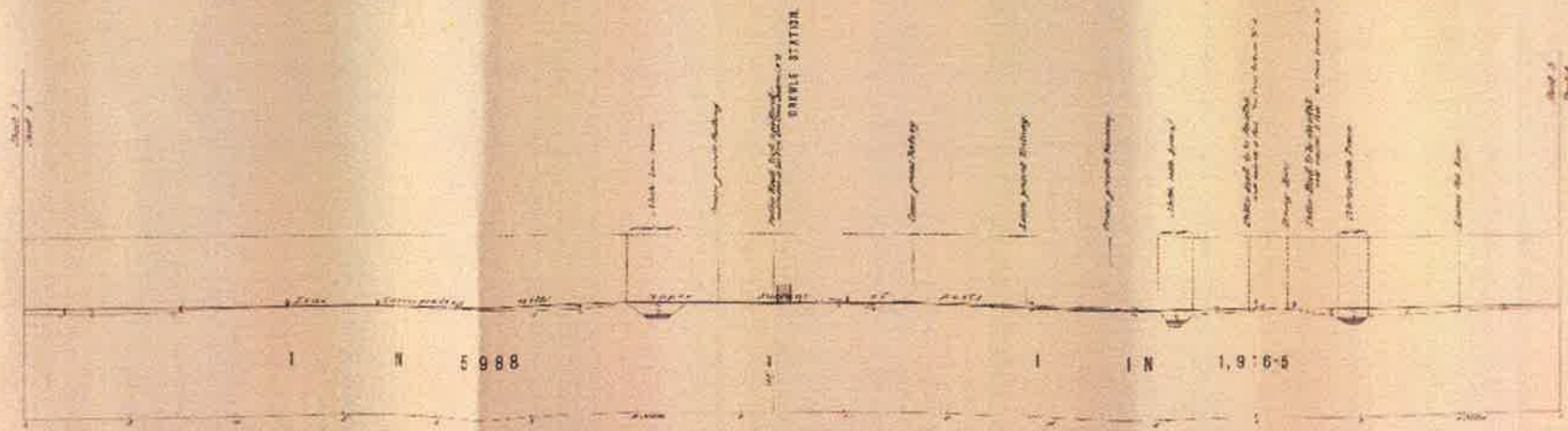
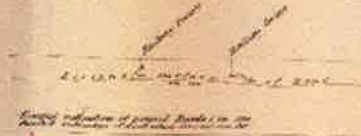


# SECTIONS

CROSS SECTION  
No. 1.



CROSS SECTIONS  
Nos. 2 & 3.





N.E.

Horizontal Scale for Cross Section.  
Vertical Scale for Cross Section.

Cross Section N.E.

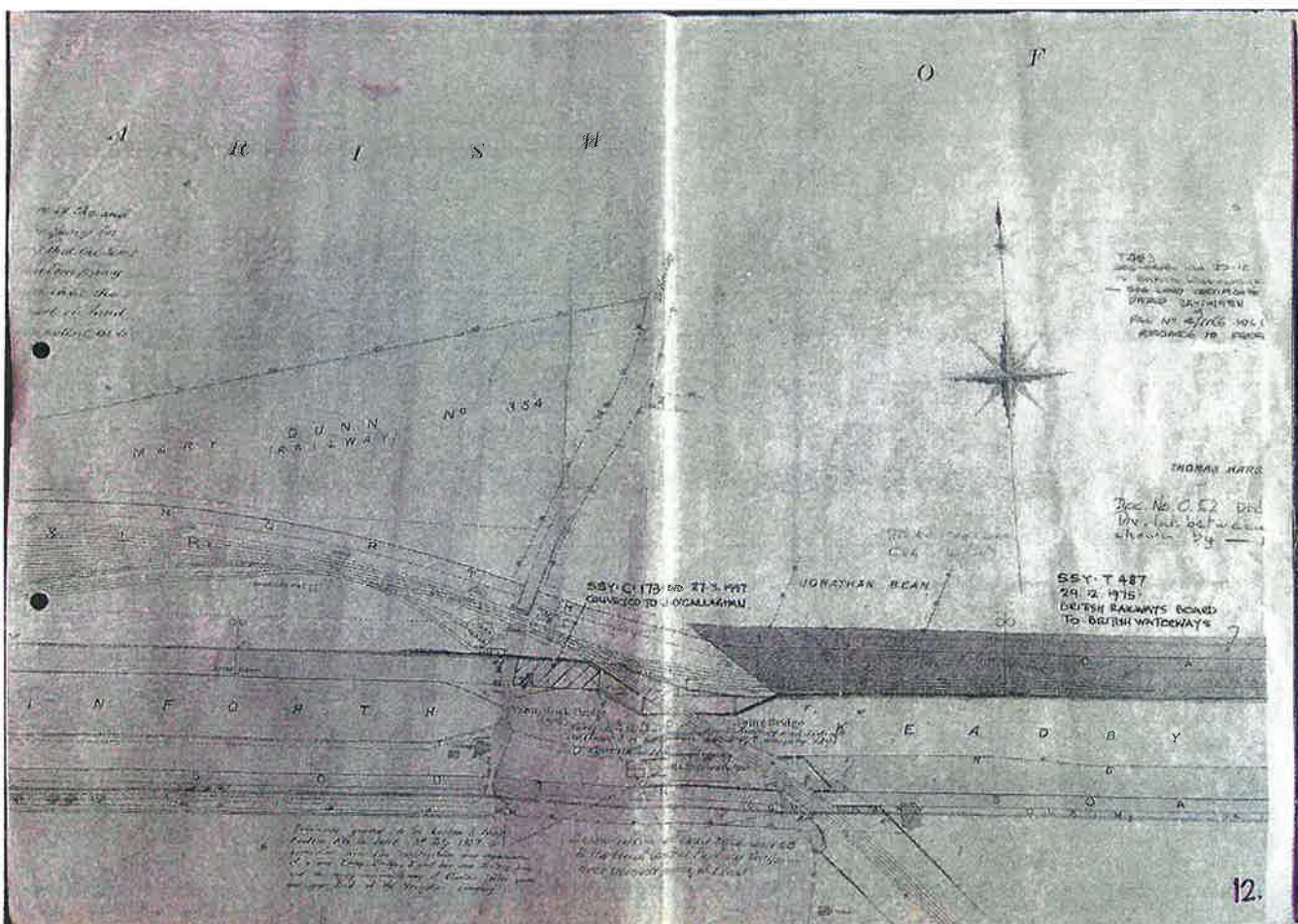
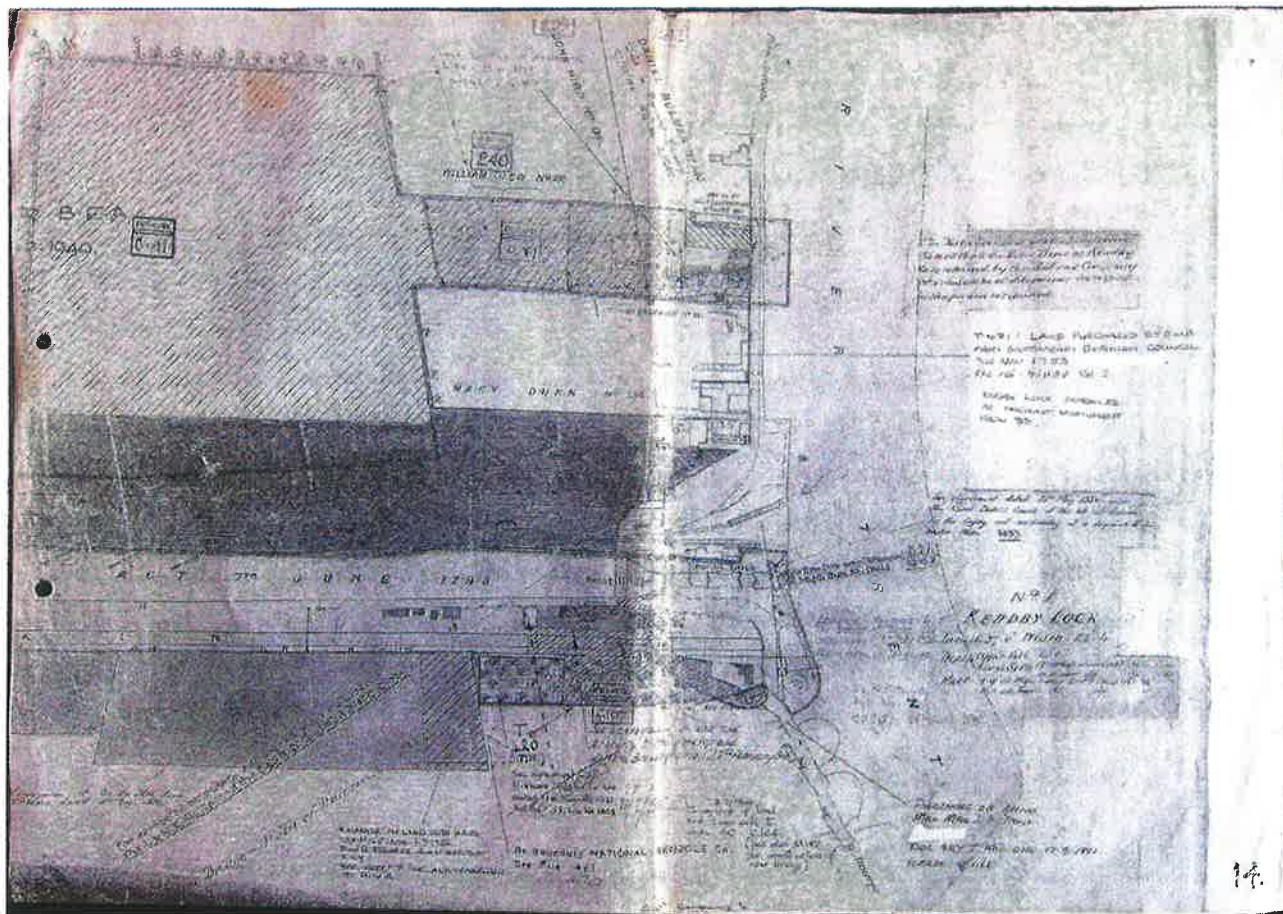
Cross Section N.E.

Cross Section N.E.

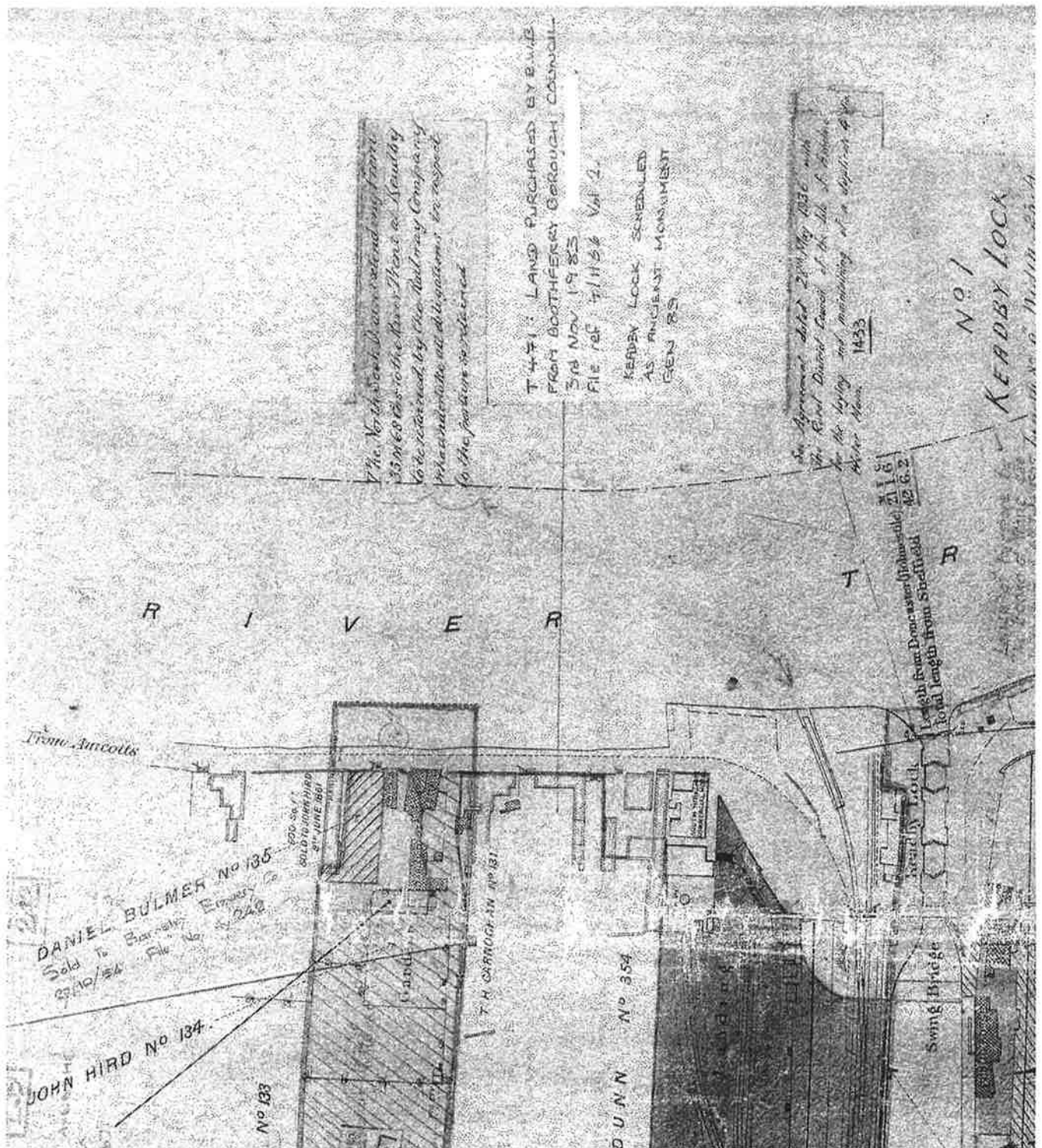
INCANTATION IN 593      INCINATION 1 IN 672      INCLINATION 1 IN 672      EQUATION IN 105      INCL. NAT. ON 1 IN 110      INCL. NAT. ON 1 IN 110

Horizontal Scale (1 inch = 1 mile)  
Vertical Scale (1 inch = 100 feet)

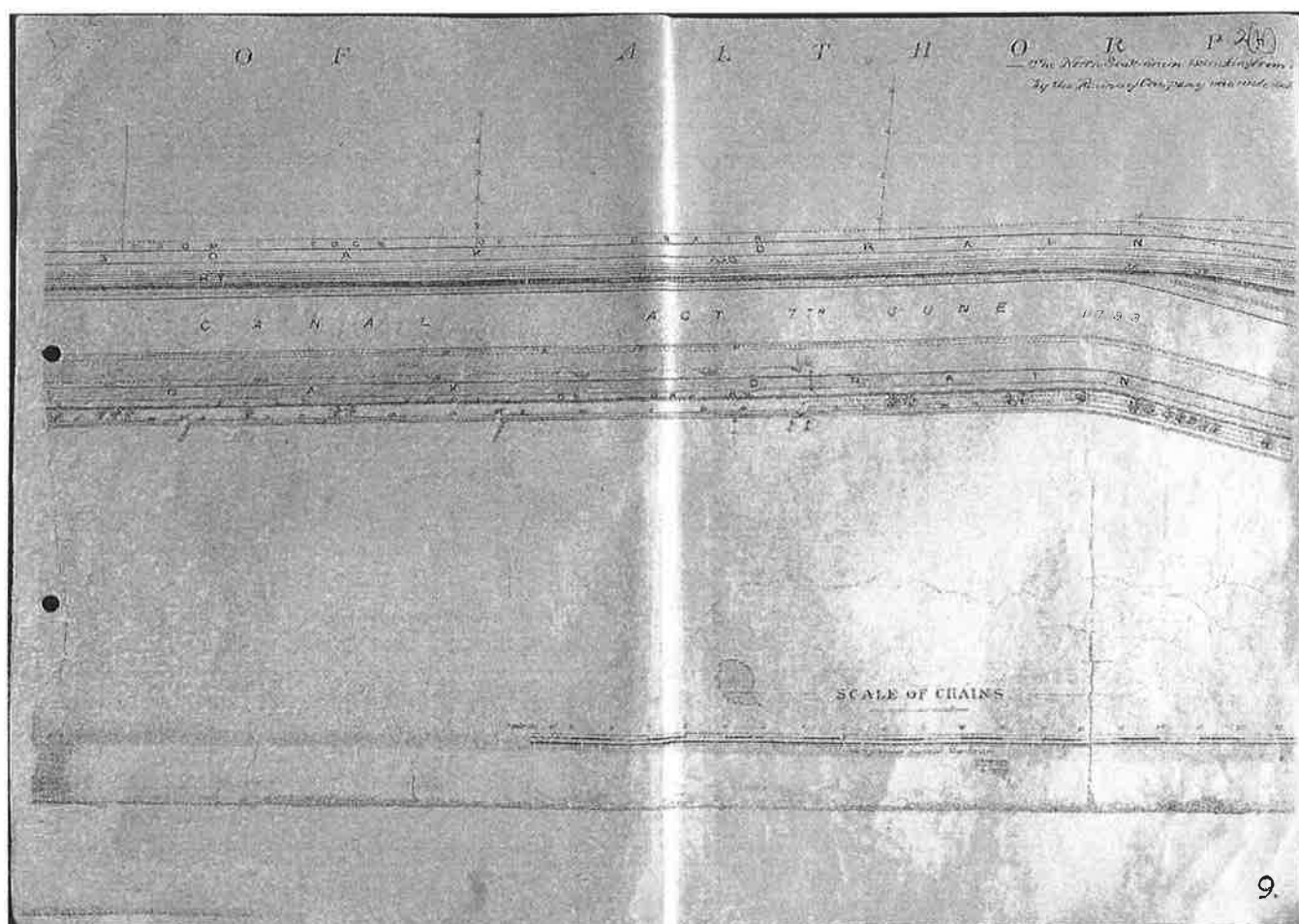
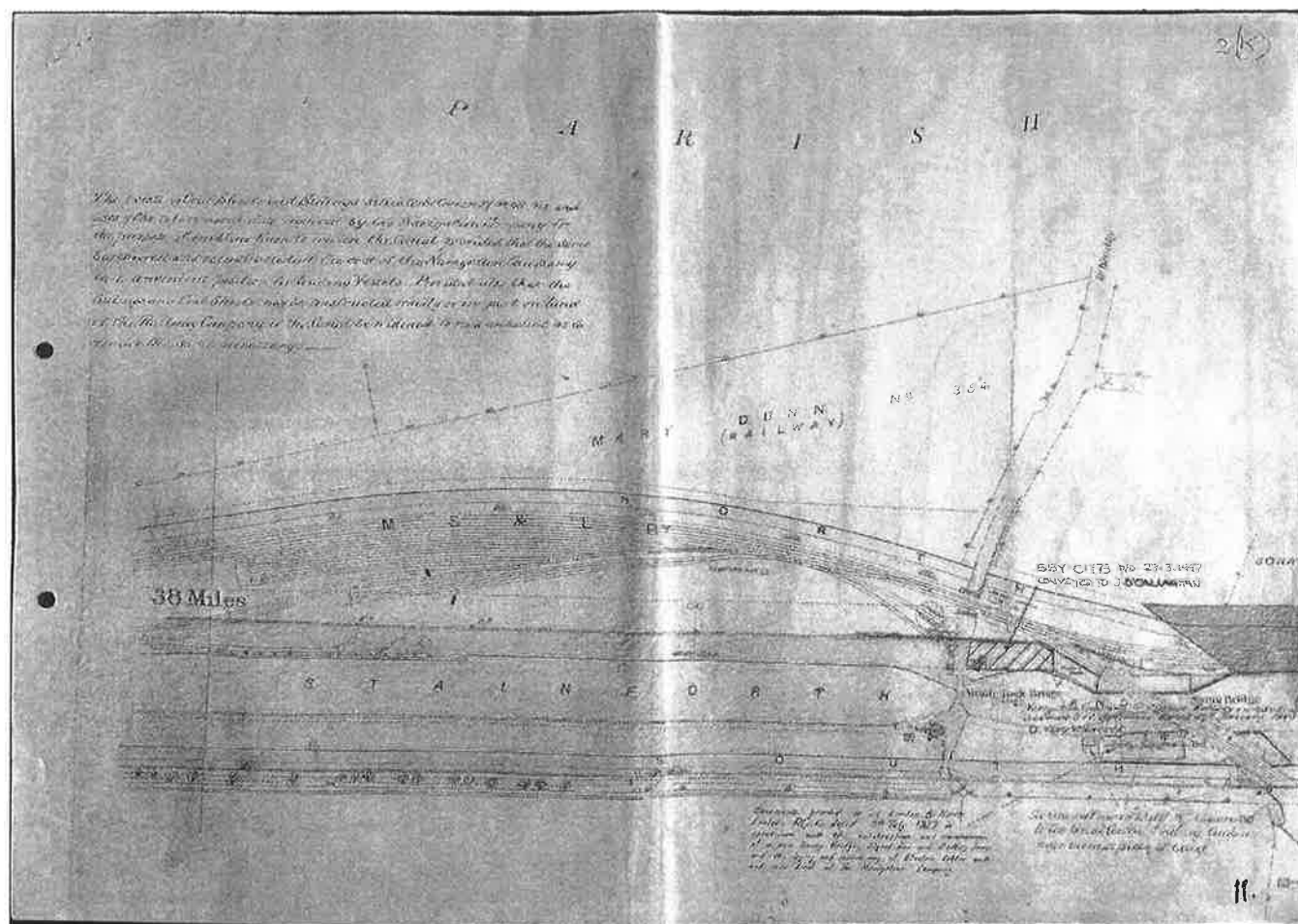




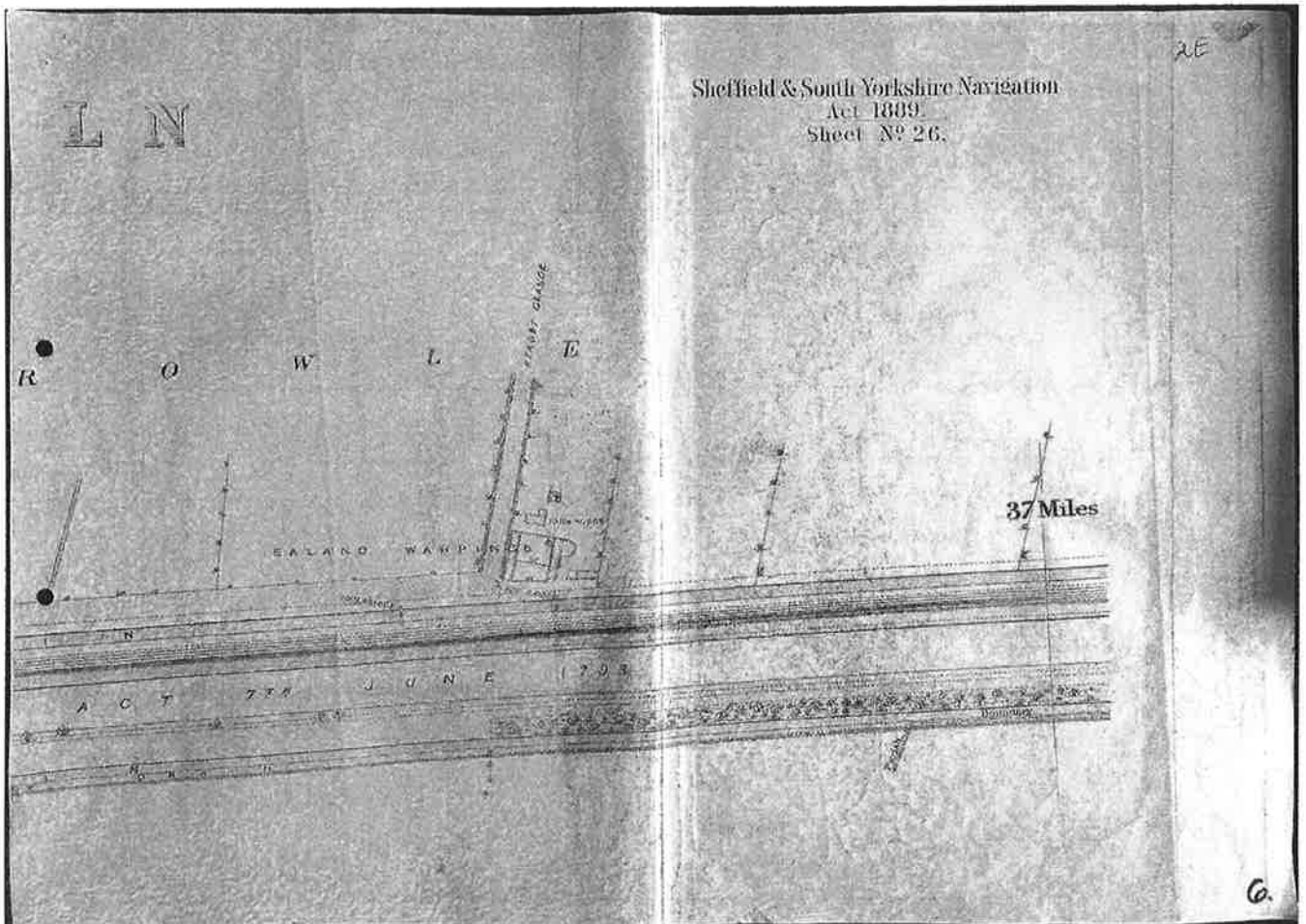
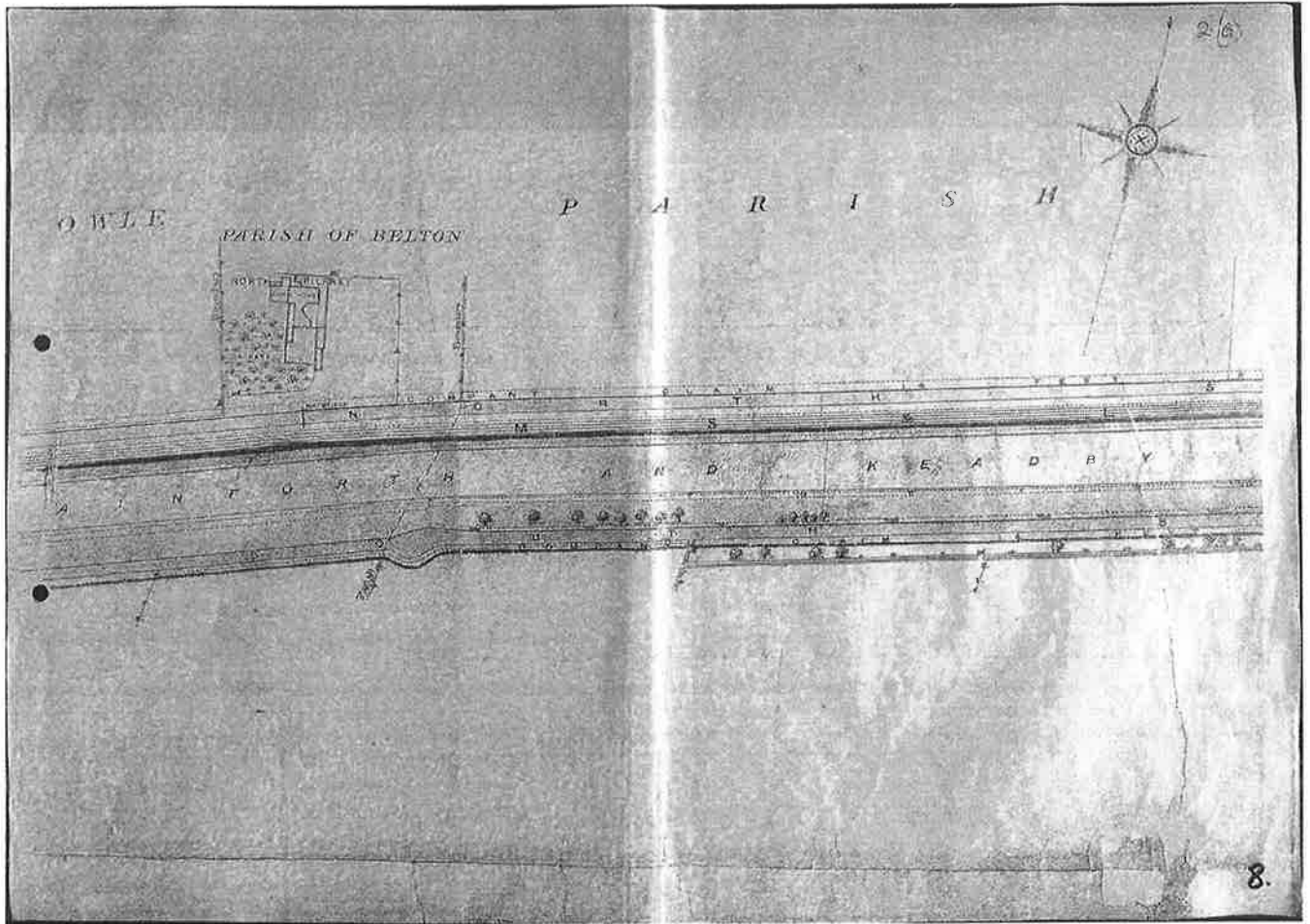




*"The North Soak Drain extending from 35.68m68chs to the River Trent at Keadby to be retained by the Railway Company and who undertake all obligations in respect to the Portion so retained"*







# Document 8 abandon bridge





Isle Of Axholme  
J99107

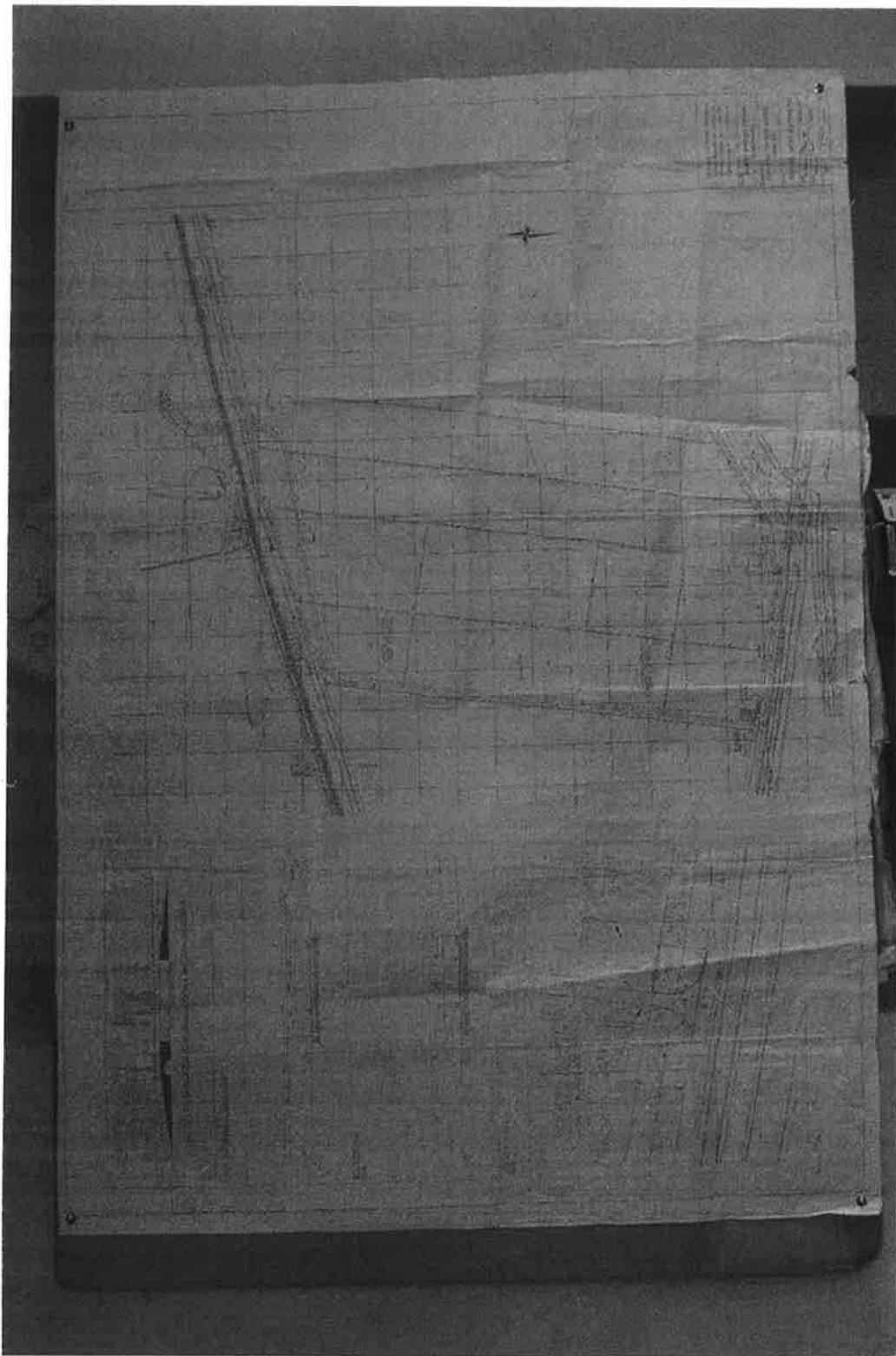
Scale  
1:10,000 approx

Date  
18/06/99

North Lincolnshire Council  
Film Year Run Expo.

023 99 08 0020





Document 3. Numbered Plot 100 is the diversion of the North Soak and Ro





# Document 9 British Rail property Limited Sale.

304

DATED

16th August

2000

OFFICE COPY

FOR THE RECORD OF THE

BRITISH RAILWAYS BOARD

- 10 -

DRAWN BY

CONVEYANCE

of

Land north of Keadby Junction,  
at Athorpe, North East Lincolnshire.

DRIVERS

5c Market Street

Malton

North Yorkshire

YO17 7LA

By National Rail (2000) Ltd

Page 10 of 10

10/10/00



**THIS CONVEYANCE** dated the

16th

day of

20 SEP 2000

RECEIVED

Two

thousand is made between **BRITISH RAILWAYS BOARD** ("the Board") and **ANGELA**

**WAY** of 48 Chapel Street Hazel Grove Stockport ("the Buyer")

1. IN this Conveyance:

1.1 the following expressions shall where the context admits bear the following meanings:

1.1.1 "the Property" means the land north of Keadby Junction at Althorpe in the County of North East Lincolnshire containing an area of 0.13 hectares (1,644 square yards) or thereabouts and shown coloured blue on the attached plan No 1770

1.1.2 "the Purchase Price" means the sum of fifty pounds (£50) together with value added tax (if applicable)

1.1.3 "the Relevant Matters" means:

1.1.3.1 the provisions of a Demarcation Agreement described in Part Two of the Schedule

1.1.3.2 the rights of the relevant electricity undertakers in their cables and apparatus at the Property

1.1.3.3 all exceptions reservations covenants provisions and other matters (if any) contained or mentioned in the deeds and documents specified in Part One of the Schedule

1.1.4 "Accommodation Works Obligations" means any liability of the Board to provide maintain or renew any fencing or other works upon the Property for the accommodation of any adjoining lands arising by reason of the provisions of Section 68 of the Railways Clauses Consolidation Act 1845 or any other statutory provisions to the same or similar effect or by reason of any agreement or covenant made





between the Board or their predecessors in title and the sellers of all or part of the Property to them

- 1.2 where the Buyer consists of two or more persons obligations and indemnities undertaken by the Buyer shall be with joint and several liability

- 2 THE Board acknowledge receipt from the Buyer of the Purchase Price for the Property

- 3 THE Board convey their freehold estate in the Property to the Buyer with full title guarantee limited by the Relevant Matters TO HOLD it in fee simple subject as follows

- 4 THERE are not included in this conveyance any mines or minerals under the Property or any right of support from any mines or minerals whatsoever

- 5 THE Buyer

- 5.1 indemnifies the Board against any liability for Accommodation Works Obligations and against all costs claims losses and liability arising out of any breach of the obligation contained in the said Demarcation Agreement

- 5.2 indemnifies the Board against any liability resulting from the breach or non-observance of the covenants provisions and conditions contained in the deeds and documents mentioned in the Schedule in so far as they affect the Property and are capable of being enforced

- 5.3 indemnifies the Board against any liability in respect of contamination in or arising from the Property (whether past present or future) and against all costs claims losses and expenses of whatever nature in respect of such liability or alleged liability

- 6 THIS conveyance is subject to and (where applicable) with the benefit of the Relevant Matters

308

7 THE Board will procure that Railtrack Plc will comply with its obligations to produce the Deeds specified in Part One of the Schedule under the terms of an Agreement dated the 16th day of November 1995 between Railtrack Plc (1) and the Board (2)

8 THE Buyer acknowledges receipt of the deeds mentioned in Part Two of the Schedule

9 IT IS CERTIFIED that the transaction effected by this conveyance does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Sixty thousand pounds (£60,000)

IN WITNESS of which this conveyance has been duly executed as a deed as dated above

THE SCHEDULE

Title Deeds

Part One

Documents retained by the Board

<u>Railway Reference</u>	<u>Date</u>	<u>Nature</u>	<u>Parties</u>
SY354	18.06.1874	Release and Conveyance	Mrs Mary Dunn and her Mortgagees (1) and The South Yorkshire Railway and River Dun Company (2)

Part Two

Documents delivered to the Buyer

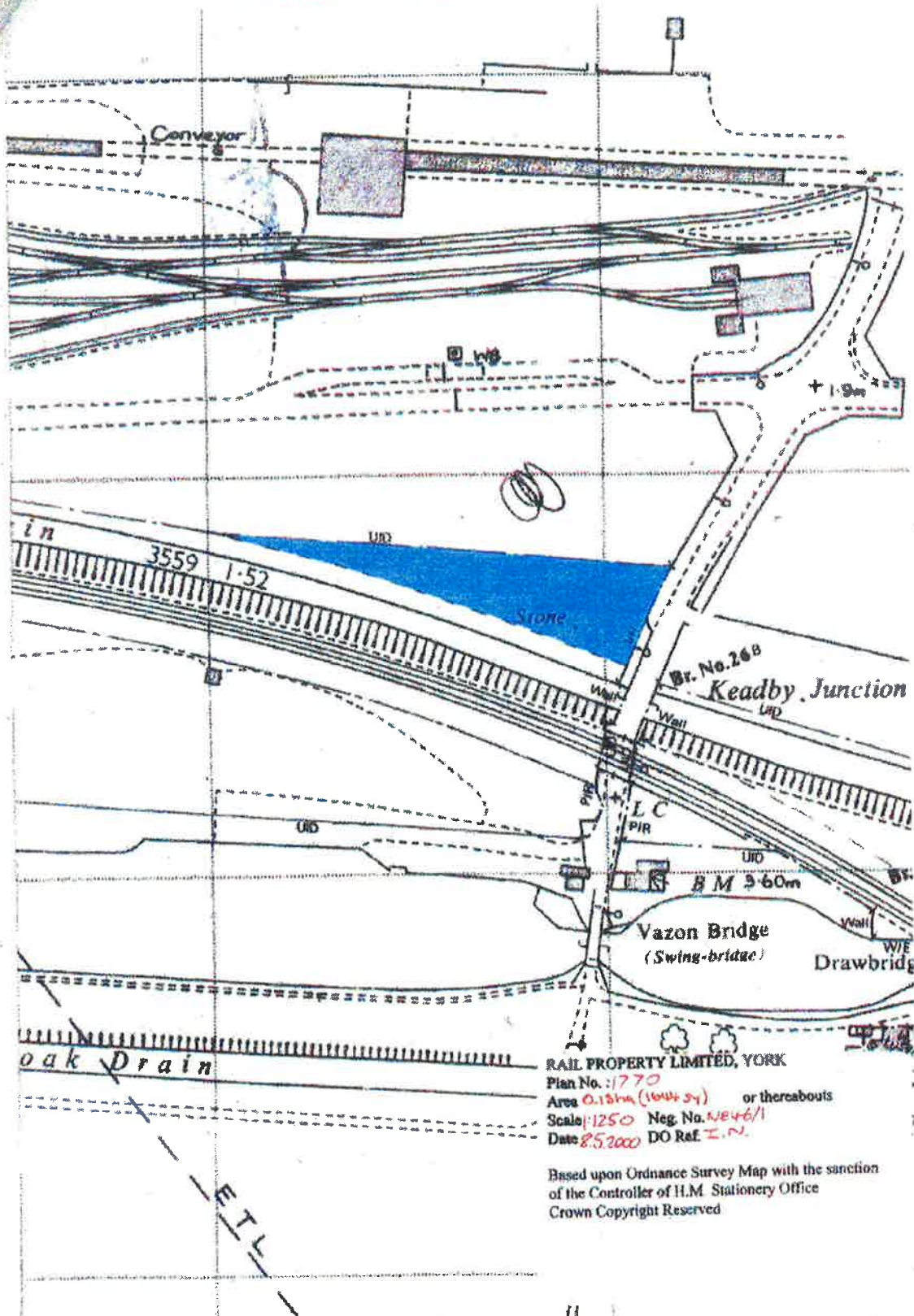
<u>Railway Reference</u>	<u>Date</u>	<u>Nature</u>	<u>Parties</u>
Y-DOW-1-014	24.01.1996	Demarcation Agreement	The Board (1) and Railtrack Plc (2)



Document 9

30.5

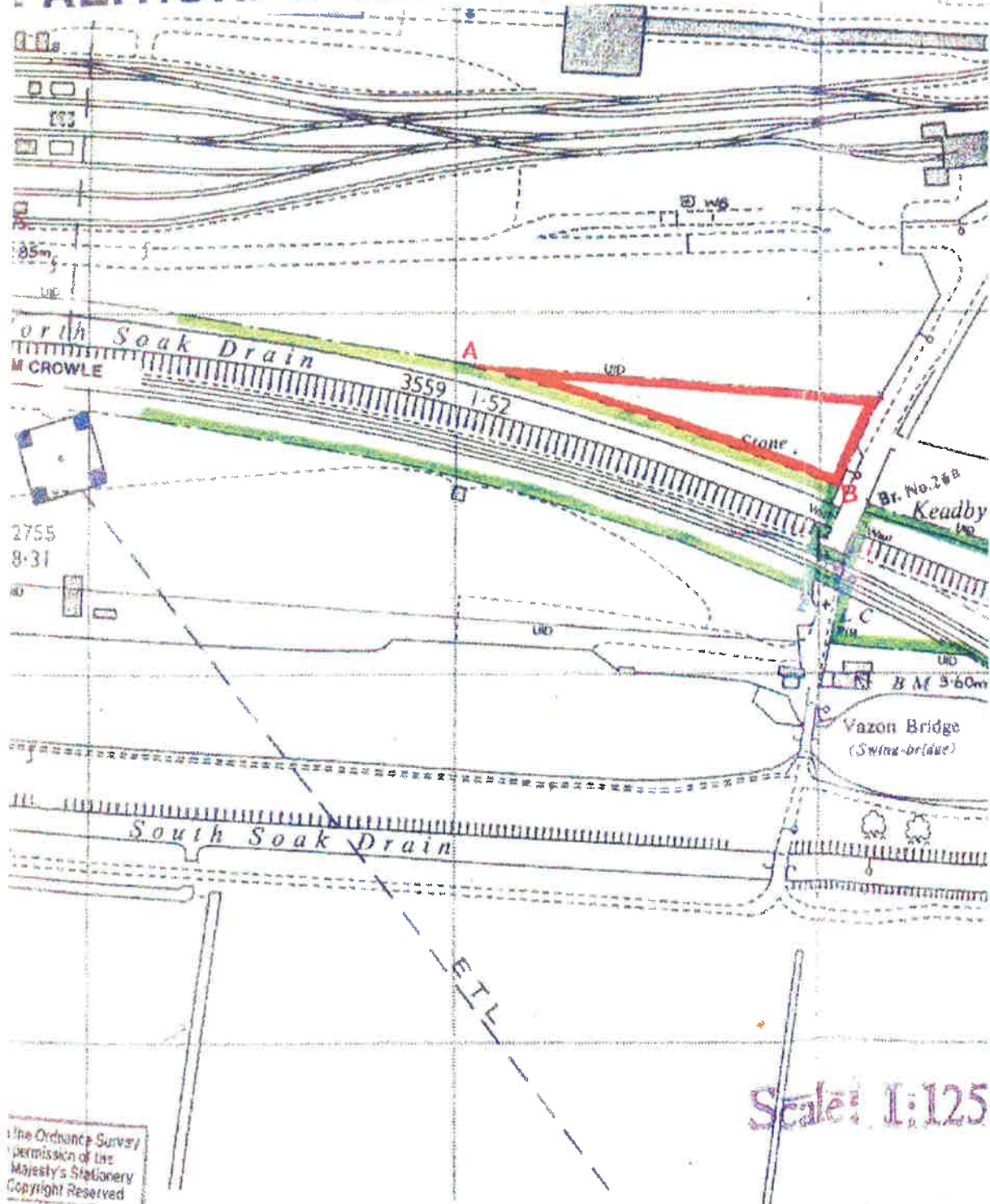
# ALTHORPE





312

# ALTHORPE-KEADBY JUNCTION

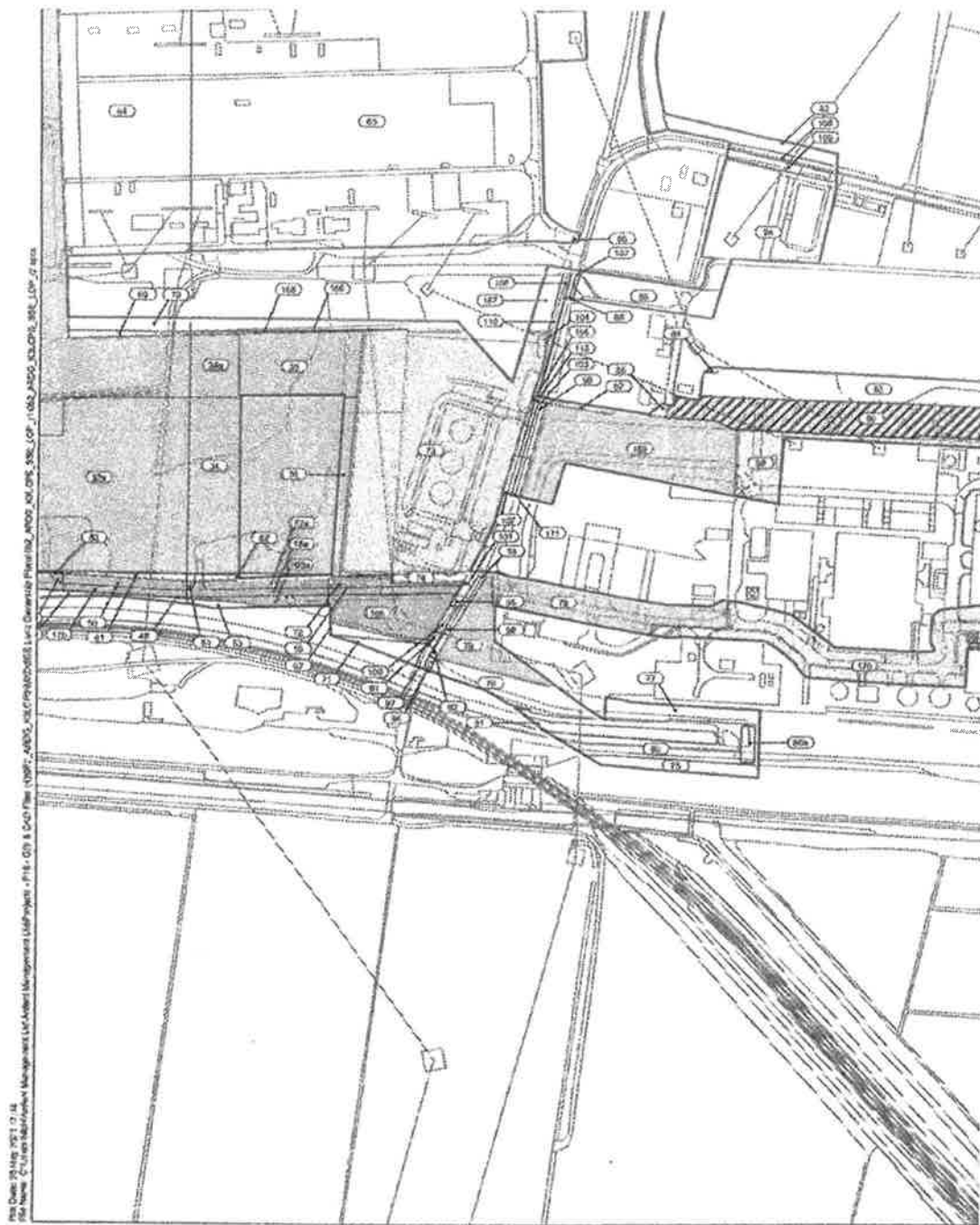


Demarcation plan 1996



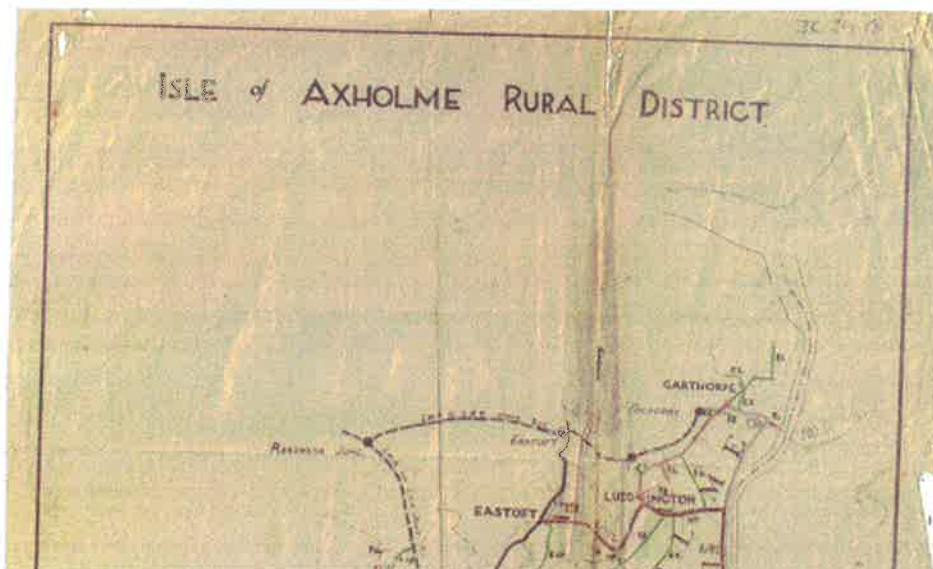


## Document 10 Chapel Lane Public Highway

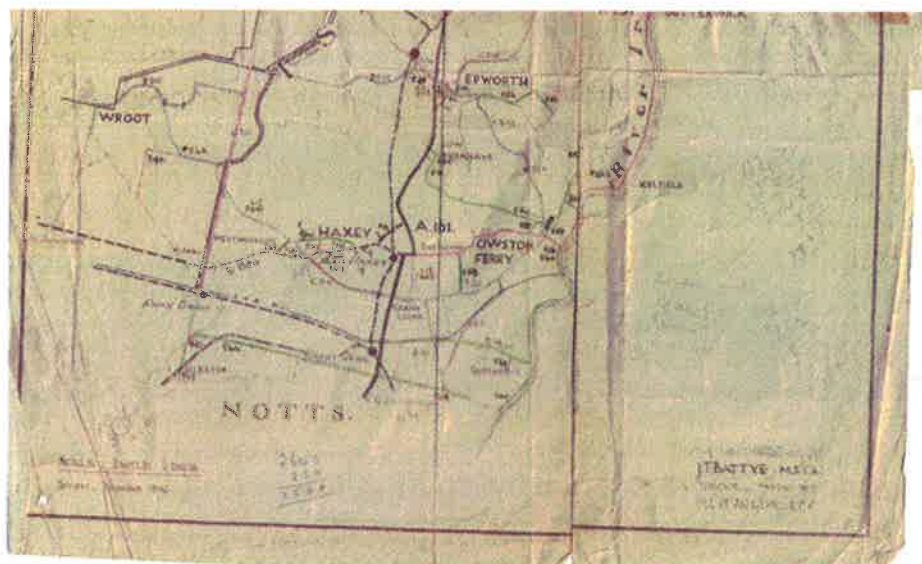


[illegible][illegible]





Chapel lane coloured green maintained Highway





1059.

KEADBY POWER STATION  
Chapel Lane from North end.

1.6.54.



1060.

KEADBY POWER STATION  
Chapel Lane from South end.

1.6.54.



Document 7 Finance Act Map (1910)

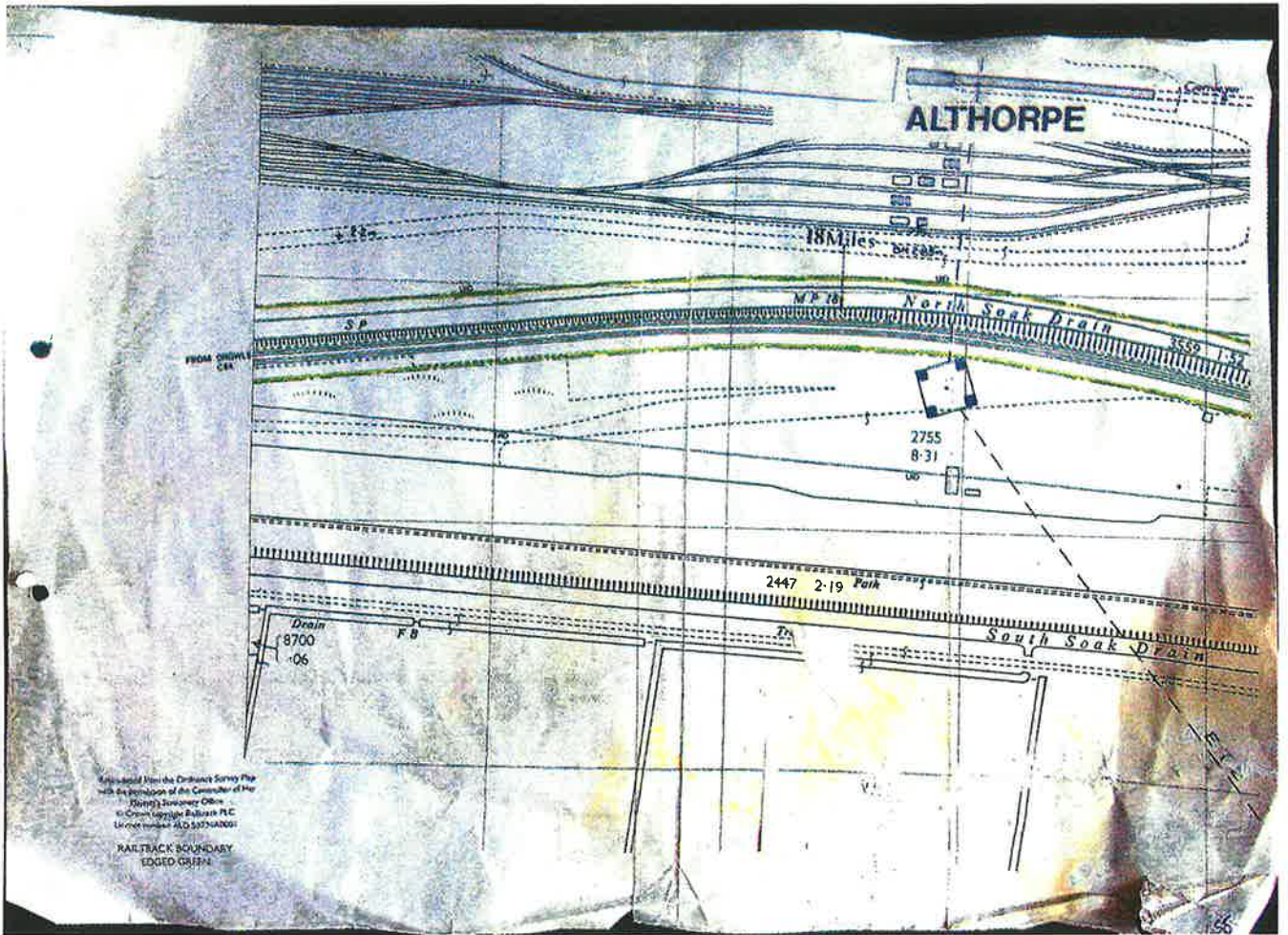




Grimsby Archives North Lincolnshire council Deposit. Keadby.









**Submission number:** 5

**Date submission received by PINS:** 2 December 2022

**Name:** Environment Agency

**Description:** Update on its objection regarding land and property matters

---

Mr David Wagstaff  
Deputy Director  
Energy Infrastructure Planning  
Department for Business, Energy  
& Industrial Strategy  
1 Victoria Street  
London  
SW1H 0ET

**Our ref:** AN/2021/132101/11-L01  
**Your ref:** EN010114  
**Date:** 02 December 2022

Dear Sir

**Application by Keadby Generation Limited (“the Applicant”) for an Order granting Development Consent for the proposed Keadby 3 Carbon Capture Equipped Gas Fired Generating Station (“the proposed Development”)**

Further to my letter of 28<sup>th</sup> November 2022 regarding the above, I write to provide you with an update on the progress made regarding the outstanding land issues between the Applicant and the Environment Agency relating to this proposed development.

The Applicant provided us with an Undertaking dated 28<sup>th</sup> November 2022, as appended to their letter to you of the same date. This additional legal agreement required review and subsequent approval by the Environment Agency’s Estates and Legal teams. Consequently, we have been working with the Applicant, through our respective legal teams, to agree a Deed of Undertaking acceptable to both parties.

We had hoped to have this finalised by the close of play today but unfortunately, we have not been able to achieve this. We will continue to give this our priority attention and we aim to enter into this Undertaking, with the draft Deeds of Easement etc annexed to it, by close of business on Monday 5<sup>th</sup> December, at which point we will withdraw our objection.

We apologise for this further delay, acknowledging the urgency of this matter and the requirement for the Secretary of State to issue his decision on 7<sup>th</sup> December 2022.

Yours faithfully

**Annette Hewitson**  
**Principal Planning Adviser**

Direct dial [REDACTED]  
Direct e-mail [REDACTED]@environment-agency.gov.uk



**Submission number:** 6

**Date submission received by PINS:** 2 December 2022

**Name:** DWD LLP on behalf of the Applicant

**Description:** Update on the Environment Agency's objection regarding land and property matters

---

**From:** [REDACTED]  
**To:** [Keadby 3](#)  
**Subject:** Keadby 3 and Environment Agency land/property objection  
**Date:** 02 December 2022 17:08:07

---

Dear George and team,

I understand that EA are writing to you today advising that they require one more working day, until Monday 5th December, to confirm withdrawal of their objection on land and property matters.

The Applicant recognises that as set out in the 22 November letter the Secretary of State may consider it necessary to delay the determination of the DCO which would require a written ministerial statement to be laid before Parliament.

The Applicant hopes that in light of today's Environment Agency letter a DCO decision delay will not be necessary, but if a delay is being considered, we believe based on our discussions with Environment Agency and having regard to the matters in the 22 November letter that the duration required might be relatively short (such as one or two weeks). The Applicant will continue to work closely with Environment Agency.

Yours sincerely

DWD for and on behalf of Keadby Generation Limited

**Colin Turnbull**  
BSc (Hons) MSc MRTPI  
Partner

[REDACTED]  
**Chartered Surveyors & Town Planners**  
6 New Bridge Street  
London  
EC4V 6AB



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**Submission number:** 7

**Date submission received by PINS:** 5 December 2022

**Name:** Environment Agency

**Description:** Withdrawal of its objection regarding land and property matters

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Mr David Wagstaff  
Deputy Director  
Energy Infrastructure Planning  
Department for Business, Energy  
& Industrial Strategy  
1 Victoria Street  
London  
SW1H 0ET

**Our ref:** AN/2021/132101/12-L01  
**Your ref:** EN010114  
**Date:** 05 December 2022

Dear Sir

**Application by Keadby Generation Limited ("the Applicant") for an Order granting Development Consent for the proposed Keadby 3 Carbon Capture Equipped Gas Fired Generating Station ("the proposed Development")**

Further to my letter of 2 December 2022 regarding the above, I write to provide you with an update on the progress made regarding the outstanding land issues between the Applicant and the Environment Agency relating to this proposed development.

We are pleased to confirm that a Deed of Undertaking has been completed with the Applicant, which provides the necessary commitments and comfort required in relation to resolving the holding objection lodged by the Environment Agency (see Additional Submission [AS-002] dated 2 September 2021 and Written Representation dated 1 February 2022 [REP2-022]), relating to the impact the proposed Development may have on its land.

Accordingly, I can now confirm that the Environment Agency withdraws its objection to the application.

Should you require any additional information, or wish to discuss these matters further, please do not hesitate to contact me on the number below.

Yours faithfully

**Annette Hewitson**  
**Principal Planning Adviser**

Direct dial [REDACTED]  
Direct e-mail [REDACTED]@environment-agency.gov.uk



**Submission number:** 8

**Date submission received by PINS:** 5 December 2022

**Name:** DWD LLP on behalf of the Applicant

**Description:** Withdrawal of the Environment Agency's objection regarding land and property matters

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**From:** [REDACTED]  
**To:** [Keadby 3](#)  
**Subject:** FW: EA objection withdrawn  
**Date:** 06 December 2022 09:06:00

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**From:** Colin Turnbull [REDACTED]  
**Sent:** 05 December 2022 18:23  
**To:** Harrold, George <George.Harrold@planninginspectorate.gov.uk>  
**Cc:** Jordan Martin [REDACTED]@dwdllp.com>  
**Subject:** EA objection withdrawn

Hi George,

EA have just now withdrawn their objection. Should you require anything from the Applicant tomorrow or Wednesday please e-mail both Jordan and I.

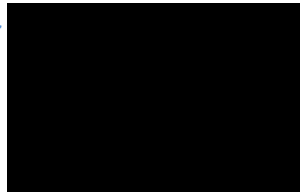
I am also contactable at all times on the mobile number below, if you get my voicemail I will ring back within an hour or so.

Kind regards

Colin  
**Colin Turnbull**  
BSc (Hons) MSc MRTPI  
Partner



**Chartered Surveyors & Town Planner**  
6 New Bridge Street  
London  
EC4V 6AB



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